

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Center**

143 South Main Street, Middleton, MA 01949

Tuesday, December 4, 2018

7:00 PM

This meeting is being recorded

1. 7:00 PM Warrant: 1912
Minutes: November 20, 2018 open session
Town Administrator updates and reports
2. 7:15 PM Tax classification hearing
Review of Fiscal Year 2019 final valuations approved by state Department of Revenue; votes required under Massachusetts General Law, Chapter 59, Section 2:
 1. To discount up to 25% of Open Space (No, as there are no qualifying parcels)
 2. To adopt up to a 20% Residential Exemption (Yes or No, and if Yes, at what %)
 3. To adopt up to a 10% Small Commercial Exemption (No, as there are no eligible parcels)
 4. To determine the percentage of the tax levy to be borne by the two main property classes:
Residential and CIP (Commercial, Industrial and Personal):
 - A. 100% factor or unity for both classes
 - B. A CIP factor between 100-150% of Residential factor as shown on options chart
3. 7:30 PM Application to change location of Sol Bean Juice Bar and Kitchen from 119 South Main St, Middleton MA to 221, Unit H So. Main Street, Middleton MA for the existing Common Victualler License by Danielle Panneton, Owner.
4. 7:35 PM Review and vote to sign Conservation Restriction from East Street Realty Trust and Bay Development, LLC to the Town of Middleton, consisting of 5 acres of a 54.53 acre parcel of property located on Clinch Circle.
5. 7:40 PM Vote to accept a donation of \$5,000 to the Middleton Food Bank from 2 Depot Square Ipswich Charitable Foundation.
6. 7:45 PM Blanket vote to renew alcoholic beverage licenses for calendar year 2019
7. 7:50 PM Blanket vote to renew all expiring licenses (Common Victualler, Class II, Class III, Gasoline, Golf Course and Driving Range, Auctioneer, Precious Metals, Livery Licenses) for calendar year 2019
8. 8:05 PM New Business: Reserved for topics that the Chair did not reasonably anticipate would be discussed
9. 8:10 PM Executive session under GL c. 30A, s. 21(a)(6), to discuss strategy with respect to collective bargaining with the Police Union where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Minutes of the MIDDLETON BOARD OF SELECTMEN
Fuller Meadow School
Nathan Media Room
143 South Main Street, Middleton, MA 01949
November 20, 2018 7:00 PM

Present: Kosta Prentakis, Brian Cresta, Timothy Houten, Rick Kassiotis

Absent: Todd Moreschi

Others Present: Town Administrator Andrew Sheehan, Assistant Town Administrator Tanya Stepasiuk, Minutes Secretary Judi Stickney, Town Accountant/CFO Sarah Wood, Assistant Assessor Brad Swanson, Cheryl McCormack, Anthony DeGregorio, Treasurer/Collector Belinda Young, and others

7:02 PM Chairman Kosta Prentakis called the meeting to order and wished everyone a Happy Thanksgiving.

- **Warrant:** Town Administrator Andrew Sheehan provided a brief review of Warrant #1911 (11/21/18: Payroll \$695,704; Bills Payable: \$3,365,713), and the Board took the following action:
On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve the warrant, as presented.
- **Minutes:** Town Administrator Andrew Sheehan provided a copy of the minutes of the August 27, 2018 joint meeting with Finance Committee and the minutes of the November 6, 2018 meeting. After a brief review, the Board took the following action:
On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve the minutes of August 27, 2018 and November 6, 2018, as presented.
- **Town Administrator Updates and Reports**
 - **Public Information Session:** Sheehan advised he hosted a public information session last week with Brigadoon residents. It was a positive experience with thoughtful feedback. He is planning on having additional sessions beginning in the new year.
 - **Veterans Day Events:** Sheehan advised the Veterans Day events were well-attended. He thanked the VSO, Gary Bent, and all veterans for their service.
 - **Masconomet Budget Process:** Sheehan advised the Board members that there was information in their packets on the Masconomet budget process and calendar. A brief discussion ensued on the Masconomet enrollment numbers.
 - **Thank You for Voting:** Sheehan thanked everyone who turned out to vote, noting there was a 65% turnout for voting – a great response.
 - **Winter Festival:** Sheehan announced that Chief Will's Winter Festival will take place on Saturday, December 1st.
 - **Recreation Commission's Winter Festival:** Sheehan advised that the Recreation Commission's Winter Festival will take place on December 8th at the Fuller Meadow School.

7:10 PM Joint Appointment with the Planning Board: Brian York and David McGlone, members of the Planning Board, met jointly with the Board of Selectmen to appoint two alternate members to the Middleton Board of Selectmen
November 20, 2018

Planning Board. The Boards briefly reviewed the information that was included in their packet on two candidates for appointment: Cheryl McCormack and Anthony DeGregorio. Both candidates were in attendance to provide the Board with more information. After a brief discussion, the Boards took the following joint action:

On a **MOTION** made by **Kassiotis**, second by **Houten**, the Board of Selectmen and Planning Board present and voting **VOTED** unanimously (6-0) to make the joint appointment for two alternate members to the Planning Board: Mr. Anthony DeGregorio and Cheryl McCormack, each with a term through June 30, 2019.

7:18 PM FY20 Preliminary Budget Discussions: Assessing, Treasurer-Collector, Accounting, Town Administrator

- **Assistant Assessor, Brad Swanson:** Swanson advised his 2019 budget is going along fine. He doesn't foresee anything major for next year. He may be asking for some additional funding for GIS projects he is working on. Swanson provided the Board with some information on growth as well as potential residential projects he has heard about and an update on the commercial/industrial projects.
- **Belinda Young, Treasurer/Collector:** Young advised her budget is fairly static. The foreclosed property at 38 Village Road closed today. There is an additional property that is being contested. Young added that the only capital needs she can see might be for IT, but they're doing fine with what they have currently.
- **Andrew Sheehan, Town Administrator:** Sheehan provided the Board with detailed information on the budget overall, as well as revenues and expenses, including excise tax revenues. HG Solar is coming in at around \$45K and State Aid is expected to be static. Expenditures in the Town Administrator's budget will continue to support professional development. They are also looking at a software product called ClearGov, a government transparency tool. Members of the Finance Committee have expressed interest in it and will be talking about it at an upcoming meeting. The Town tried to get a grant for it last year but was unsuccessful. The cost is about \$7,000 for the first year. Sheehan added that IT is also a priority, adding that the Assistant Town Administrator is looking into that, as well as HR software. Assistant Town Administrator Tanya Stepasiuk provided additional information on the HR software they have been looking into. Sheehan added that grant funding may be available for that as well. Sheehan advised that the Town is in the last year of the auditors and should expect a modest increase next year. The snow and ice budget may need more funding, which has been the trend in recent years. The Essex Regional dispatch center may be taken over by the State 911, which will free up some of the budget that's being used for that now. Loss ratios on health insurance are trending in the right direction, but new rate ranges will not be announced until January. Sheehan briefly reviewed the budget calendar with the Board. A brief discussion ensued on the Town Administrator's budget presentation.
- **Sarah Wood, Town Accountant/CFO:** Wood advised that 90% of her budget is salary and noted that her initial contract is up in June. The biggest expense she has is for office supplies and does not expect any surprises for the next fiscal year. She advised that the MUNIS system is being updated to the web-based version and she is hopeful that things will move more smoothly after the update.

7:45 PM FY18 4th Quarter and FY19 1st Quarter Financial Report: Sarah Wood, Town Accountant/Chief Financial Officer, met with the Board to review the FY18 4th Quarter and FY19 1st Quarter financial reports she provided to the Board in their packets. Wood provided information on general fund

expenditures and revenues for the 4th quarter, CPA fund expenditures and revenues, and Water fund expenditures and revenues. Wood continued with details on FY19 1st Quarter financial information, including expenditures, warrant article expenditures, encumbrances expenditures, revenues, revolving funds, and appropriation funds. A lengthy discussion ensued with Board members asking questions and providing comments on the reports presented.

8:37 PM Cable Advisory Committee Recommendations: The Town Administrator provided the Board with information on the last meeting of the Cable Advisory Committee, including the Cable Television Renewal License Ascertainment for the Board to review and approve, to be used in cable contract negotiations with Comcast and Verizon. Sheehan reviewed the information with the Board. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to approve the Cable Television Renewal License Ascertainment as presented.

8:42 PM Review FY20 and May 14, 2019 Annual Town Meeting Calendar: The Board briefly reviewed the calendar presented and approved it. No vote was necessary.

8:44 PM Discussion on Special Town Meeting: The Town Administrator advised the Board that in their negotiations with the Browns to acquire the golf course property, they committed to a Special Town Meeting by March 31, 2019. Sheehan suggested holding the Special Town Meeting on March 19, 2019. Board members concurred. A brief discussion ensued on the venue and the Board agreed that Howe Manning School should be used.

8:50 PM New Business

- **Winter Parking Ban:** A brief discussion ensued on the upcoming winter parking ban, which takes place on December 1st.

8:52 PM Adjourn

With no further business, on a **MOTION** made by **Cresta**, the Board of Selectmen's meeting of November 20, 2018 was adjourned.

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Richard Kassiotis, BOS Clerk

Documents either distributed to the Board of Selectmen before the meeting in a packet or at the meeting:

- Agenda: November 20, 2018

- Warrant #1911, 11/21/18: Payroll \$695,704, Bills Payable \$3,365,713
- Town of Middleton Cable Television Renewal License Ascertainment
- Calendar: Tuesday, March 19, 2019 Special Town Meeting
- Calendar: FY2020 Operating and Capital Budgets May 14, 2019 Annual Town Meeting, May 21, 2019 Annual Town Election
- Masconomet Regional School District Enrollment Distribution by Town, October 1, 2018
- Masconomet Regional School District Budget Calendar – FY 2020
- E-Mail from Masconomet Regional School District to Town Administrator et al, Re: FY20 Budget – Masco Department Chair Presentations, 11/20/18
- Announcement: Tenth Annual Chief Will's Winter Festival December 1, 2018
- Letter from Topsfield Fire Department to Middleton Fire Department, Re: Thank You for Mutual Aide, 11/13/18
- Minutes: 11/6/18
- Charter: Chapter 5: Other Elected Town Boards
- Town of Middleton Talent Bank Application: Cheryl A. McCormick: Planning Board
- Town of Middleton Talent Bank Application: Anthony DeGregorio: Planning Board
- Memo from Town Accountant/CFO to Board of Selectmen et al, Re: FY 2018, 4th Quarter Highlights, 9/24/18
- Town of Middleton, MA Fiscal Year 2018 Expenditures (unaudited),
- Town of Middleton, MA Fiscal Year 2018 Warrant Articles Expenditures (unaudited)
- Town of Middleton, MA Fiscal Year 2018 Encumbrances
- Town of Middleton, MA Fiscal Year 2018 Revenues (unaudited)
- Town of Middleton, MA Revolving Funds 2018 (unaudited)
- Town of Middleton, MA Appropriation Funds 2018 (unaudited)
- Town of Middleton, MA General Fund Revenue – Comparative Report Fiscal Year 2018 and Fiscal Year 2017
- Town of Middleton, MA General Fund Revenue Fiscal Year 2015 through Fiscal Year 2018
- Town of Middleton, MA General Fund Appropriation Summary Fiscal Year 2018
- Town of Middleton General Fund Expenses – Comparative Report Fiscal Year 2018 and Fiscal Year 2017
- Town of Middleton, MA General Fund Expenditures Fiscal Year 2015 through Fiscal Year 2018
- Town of Middleton Masconomet Expenditures Fiscal Year 2014 through Fiscal Year 2018
- Town of Middleton Essex Tech Expenditures Fiscal Year 2014 through Fiscal Year 2018
- Town of Middleton Retirement Expenditures Fiscal Year 2014 through Fiscal Year 2018
- Town of Middleton Health Insurance Expenditures Fiscal Year 2014 through Fiscal Year 2018
- Town of Middleton, MA Unfunded OPEB Liability Actuarials Dated 7/1/08 through 7/1/16
- Town of Middleton, MA Outstanding Debt Fiscal Year 2013 through Fiscal Year 2018
- Memo from Town Accountant/CFO to Board of Selectmen et al, Re: FY 2019, 1st Quarter Highlights, 11/14/18

- Town of Middleton, MA Fiscal Year 2019 Expenditures (unaudited),
- Town of Middleton, MA Fiscal Year 2019 Warrant Articles Expenditures (unaudited)
- Town of Middleton, MA Fiscal Year 2019 Encumbrances
- Town of Middleton, MA Fiscal Year 2019 Revenues (unaudited)
- Town of Middleton, MA Revolving Funds 2019 (unaudited)
- Town of Middleton, MA Appropriation Funds 2019 (unaudited)
- Draft: Town of Middleton Special Town Meeting Warrant: Tuesday, March 29, 2018



OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton

Memorial Hall

48 South Main Street

Middleton, MA 01949-2253

978-777-3617

www.middletonma.gov

2 .

**TOWN OF MIDDLETON
PROPERTY TAX
CLASSIFICATION HEARING**

The Middleton Board of Selectmen will hold a public hearing on Tuesday, December 4, 2018 at 7:15PM at the Fuller Meadow School, 143 South Main Street, Middleton, MA 01949 to determine the percentages of the tax levy to be borne by each class of property for Fiscal Year 2019, in accordance with Chapter 797 of the Acts and Amendments thereto.

Interested taxpayers are encouraged to present oral testimony at the hearing or may submit information in writing to the Board of Selectmen's Office no later than December 4, 2018.

Please publish in the *Salem News* on Thursday, November 29, 2018.

Submit bill to: Board of Selectmen
 48 South Main Street
 Middleton, MA 01949

978-777-3617

TOWN OF MIDDLETON



BOARD OF SELECTMEN PROPERTY TAX CLASSIFICATION HEARING PACKET

FISCAL YEAR 2019

DECEMBER 4, 2018

**PREPARED BY THE
BOARD OF ASSESSORS**

**JEFFREY P. GARBER, CHMN
PATRICIA A. OHLSON, CLERK.
DEBORAH J. CARBONE M.A.A.**

**BRADFORD W. SWANSON M.A.A.
ASSISTANT ASSESSOR**

1 *Tax rate used is not final. It is a rough estimate for Classification purposes only.

This information is intended to provide the Board of Selectmen with the necessary information to conduct a Public Hearing on the tax classification options available under the Massachusetts General Laws.

During the State mandated Classification Hearing, the Board of Selectmen must vote on the following in order to establish a tax rate:

1. OPEN SPACE DISCOUNT:

Open space is land maintained in an open or natural condition which contributes significantly to the benefit and enjoyment of the public and which is not

- **subject to a permanent conservation restriction;**
- **held for the production of income;**
- **taxable under the provisions of**
 - **Chapter 61 (forest land)**
 - **Chapter 61A (farm land)**
 - **Chapter 61B (recreation land).**

The Board of Selectmen may discount up to 25% of the Open Space share of taxes.

The Board of Assessors has determined that Middleton does not have any Open Space land.

2 *Tax rate used is not final. It is a rough estimate for Classification purposes only.

2. RESIDENTIAL EXEMPTION:

The Board of Selectmen may adopt an exemption of up to 20% to shift the Residential Class tax burden from lower assessed properties that are the principal residence of a taxpayer to higher assessed properties and properties that are not the principal residence of a taxpayer.

RESIDENTIAL CLASS VALUE	\$	1,644,695,469
PARCELS		3,318
AVERAGE	\$	495,689
EXEMPTION %		20%
EXEMPT VALUE/PARCEL	\$	99,138
PARCELS		3,318
TOTAL EXMPT VALUE	\$	(328,939,094)
NEW RESDTL VALUE	\$	1,315,756,375
RESIDENTIAL TAXES	\$	21,753,024
NEW RESDTL TAX RATE	\$	16.53

EXAMPLES

ASSESSED VALUE	\$	321,960	\$	471,960	\$	621,960
TAX RATE W/O EXEMPTION	\$	13.95	\$	13.95	\$	13.95
TAXES PAID	\$	4,491.34	\$	6,583.84	\$	8,676.34
SAVINGS/COSTS	\$	(807.49)	\$	(420.08)	\$	(32.67)
TAXES PAID	\$	3,683.86	\$	6,163.77	\$	8,643.67
TAX RATE W/O EXEMPTION	\$	16.53	\$	16.53	\$	16.53
NEW ASSESSED VALUE	\$	222,822	\$	372,822	\$	522,822
EXEMPT VALUE/PARCEL	\$	(99,138)	\$	(99,138)	\$	(99,138)
ASSESSED VALUE	\$	321,960	\$	471,960	\$	621,960

3 *Tax rate used is not final. It is a rough estimate for Classification purposes only.

3. SMALL COMMERCIAL EXEMPTION:

The Board of Selectmen may adopt an exemption of up to 10% to shift the Commercial Class tax burden from eligible parcels to ineligible parcels. Eligible parcels must have a valuation of less than \$1,000,000 and be owned by a business that employs fewer than 10 employees as certified by the Department of Workforce Development- Division of Unemployment Assistance to the Board of Assessors. The mechanics of the Small Commercial Exemption are similar to the Residential Exemption.

4. CLASSIFICATION:

The Board of Selectmen may shift the Town's tax burden from the Residential Class to the Commercial, Industrial and Personal Property Classes as long as the shift does not exceed the Minimum Residential Factor. Middleton's Minimum Residential Factor is 83.04%. This means that no more than 16.95% of the residential Class burden can be shifted to the Commercial, Industrial and Personal Property Classes.

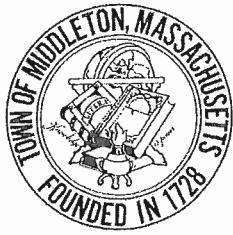
The following page contains information on the impact of any shift of the tax burden.

4 *Tax rate used is not final. It is a rough estimate for Classification purposes only.

Town of Middleton

Classification Hearing

CLASS	VALUE	PERCENT	RATE 100%	RATE 110%	RATE 125%	RATE 150%	TAXES PAID 100%	TAXES PAID 110%	TAXES PAID 125%	TAXES PAID 150%
1. RESIDENTIAL	\$ 1,741,339,205	83.02%	\$ 13.69	\$ 13.41	\$ 12.99	\$ 12.29	\$ 23,838,934	\$ 23,351,405	\$ 22,620,112	\$ 21,401,289
2. OPEN SPACE	\$ -	0.00%	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ -	\$ -	\$ -	\$ -
3. COMMERCIAL	\$ 222,709,558	10.62%	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 3,048,894	\$ 3,353,783	\$ 3,811,117	\$ 4,573,341
4. INDUSTRIAL	\$ 87,882,600	4.19%	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 1,203,113	\$ 1,323,424	\$ 1,503,891	\$ 1,804,669
5. PERSONAL	\$ 45,528,272	2.17%	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 623,282	\$ 685,610	\$ 779,103	\$ 934,923
	\$ 2,097,459,635	100.00%					\$ 28,714,222	\$ 28,714,222	\$ 28,714,222	\$ 28,714,222
CLASS	PARCELS	AVE VALUE	RATE 100%	RATE 110%	RATE 125%	RATE 150%	AVE TAXES PAID @ 100%	AVE TAXES PAID @ 110%	AVE TAXES PAID @ 125%	AVE TAXES PAID @ 150%
1. RESIDENTIAL	3338	\$ 521,671	\$ 13.69	\$ 13.41	\$ 12.99	\$ 12.29	\$ 7,142	\$ 6,996	\$ 6,777	\$ 6,411
2. OPEN SPACE	0	\$ -	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ -	\$ -	\$ -	\$ -
3. COMMERCIAL	184	\$ 1,210,378	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 16,570	\$ 18,227	\$ 20,713	\$ 24,855
4. INDUSTRIAL	72	\$ 1,220,592	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 16,710	\$ 18,381	\$ 20,887	\$ 25,065
5. PERSONAL	267	\$ 170,518	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 2,334	\$ 2,568	\$ 2,918	\$ 3,502
AVERAGE SINGLE FAMILY HOUSE TAX SAVINGS @ CLASSIFIED RATE		\$ 608,933	\$ 13.69	\$ 13.41	\$ 12.99	\$ 12.29	\$ 8,336	\$ 8,166	\$ 7,910	\$ 7,484
TAX COSTS @ CLASSIFIED RATE AVERAGE C&I PROPERTY		\$ 1,213,251	\$ 13.69	\$ 15.06	\$ 17.11	\$ 20.54	\$ 16,609	\$ 18,270	\$ 20,762	\$ 24,914
							\$ -	\$ 1,661	\$ 4,152	\$ 8,305



Town of Middleton
48 South Main Street
Board of Assessors
Middleton, Massachusetts
01949-2253
978-774-2099
www.townofmiddleton.org

November 27, 2018

Board of Selectmen
Town of Middleton
48 South Main Street
Middleton, MA 01949

Re: FY 2019 Classification Hearing and Departmental Report for the Selectmen

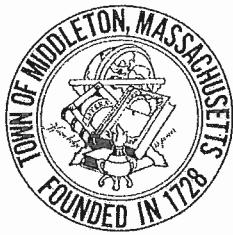
Dear Selectmen:

The Assessors are pleased to submit documentation for the Classification Hearing for FY 2019. Please see the attached Classification packet. The Selectmen must vote annually on these questions in order to complete the tax rate setting process. I have also included my annual statistical report.

I would now like the opportunity to update the Board of Selectmen on the Assessors department:

1. This fiscal year was an Interim Adjustment of values for Middleton. Sales and other market data from calendar 2017 was used to determine values. As usual, various neighborhoods and complexes saw increases, decreases and some with no significant change. The revaluation resulted in an overall increase of 5.9 % in the current to previous valuation. The town is now over ***two billion dollars*** in taxable value. There was a 5.7% increase in the current to previous class for single family homes class. Condominiums saw an overall 6.6 % increase from the previous valuation. Our current overall assessment to sale median ratio is 95.8% for single family properties and 95.4% for condominiums. All the statistics meet the requirements of the Bureau of Local Assessment.

The average single family tax bill increase of \$268.72 based on the projected tax rate of \$13.69. The average condominium tax bill increase is \$190.75 based on the same projected rate.



Town of Middleton
48 South Main Street
Board of Assessors
Middleton, Massachusetts
01949-2253
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www.townofmiddleton.org

This was another major growth year for Middleton. New homes and condos represented 38% of this year's growth. Commercial/Industrial growth was 33% of new growth and is attributed to several new commercial/industrial projects that were completed as well as some under way.

2. For the first time, I believe, our single family average value has eclipsed the Town of Topsfield. Our average value of \$608,174 is just over Topsfield at \$599,950. With a significantly lower tax rate in Middleton, the difference between the average bills is \$1,873.
3. Our next certified revaluation will be in 2022. Recent changes in the law have eliminated triennial certifications and spaced them to every five years. Interim adjustment of values are still required.
4. We have cooperated with other departments in developing various layers for the GIS system. Some are complete and others are still in development. We look forward to more layer development to make GIS an integral part of our municipality.
5. Our department looks forward to utilizing more technology in the future to streamline many internal functions. We also continue to improve the education level of our department through coursework and continuing education seminars.

I would again like to take this opportunity to cordially thank my staff Therese Fontaine and Donna Peary and my Board members for their hard work and support during this past year and to other town departments for their cooperation.

Respectfully,

Bradford W. Swanson, M.A.A.
Assistant Assessor/Appraiser

Average Tax Bills

In Essex County

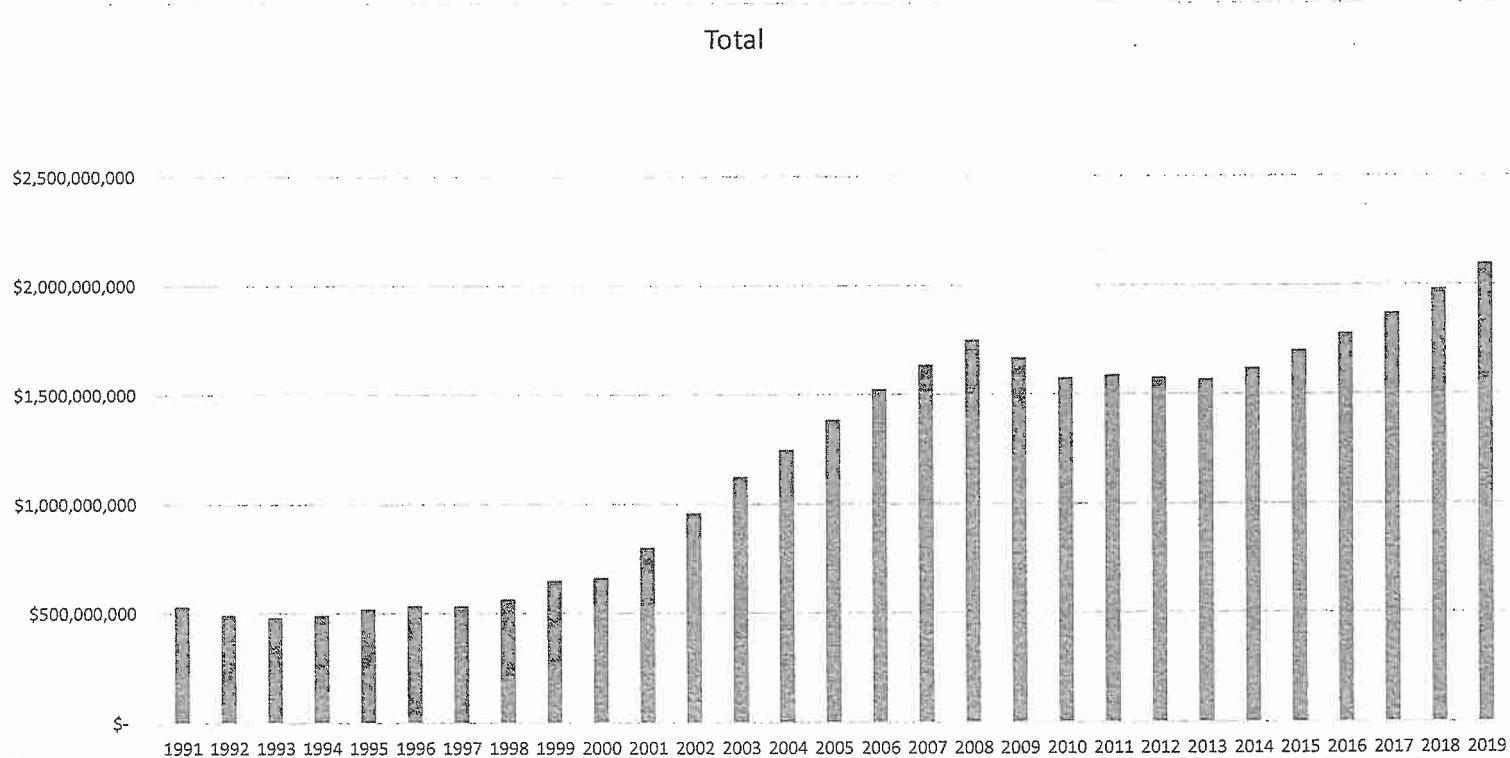
Community	Average	Average Tax	Average	% change	FY18	FY19	% Change	Net result	Average Tax	Average Tax	Average Tax Bill
	Single Family		Single Family							Bill %	
	Home 18	Bill 2018	Home 19	valuation	tax rate	tax rate	tax rate		Bill FY 2019	change	change
<i>Middleton</i>	\$ 578,904	\$ 8,081.50	\$ 608,174	5.06%	\$ 13.96	\$ 13.69	-1.93%	3.12%	\$ 8,325.90	3.02%	\$ 244.40
<i>Topsfield</i>	\$ 583,083	\$ 10,122.32	\$ 599,950	2.89%	\$ 17.36	\$ 17.00	-2.07%	0.82%	\$ 10,199.15	0.76%	\$ 76.83
<i>Boxford</i>	\$ 622,989	\$ 10,092.42	\$ 643,408	3.28%	\$ 16.20	\$ 16.28	0.49%	3.77%	\$ 10,474.68	3.79%	\$ 382.26

TOWN OF MIDDLETON

TOTAL VALUES BY CLASS HISTORICALLY

FY	Residential	Commercial	Industrial	Personal Property	Total	RES % of Total	C I P % of Total	Exempt Valuation	Total Town Valuation
1991	\$ 383,561,059	\$ 105,943,367	\$ 38,610,030	\$ 4,438,994	\$ 532,553,450	72.0	28.0		
1992	\$ 345,340,872	\$ 104,248,112	\$ 34,357,100	\$ 8,264,907	\$ 492,210,991	70.2	29.8		
1993	\$ 339,604,010	\$ 103,748,194	\$ 30,956,440	\$ 8,177,547	\$ 482,486,191	70.4	29.6		
1994	\$ 348,722,071	\$ 105,145,323	\$ 30,352,710	\$ 8,469,065	\$ 492,689,169	70.8	29.2		
1995	\$ 360,619,688	\$ 105,825,635	\$ 30,324,340	\$ 24,100,310	\$ 520,869,973	69.2	30.8		
1996	\$ 399,156,455	\$ 99,892,939	\$ 27,168,390	\$ 10,504,310	\$ 536,722,094	74.4	25.6		
1997	\$ 403,909,749	\$ 93,176,267	\$ 25,664,650	\$ 10,874,090	\$ 533,624,756	75.7	24.3		
1998	\$ 429,637,276	\$ 97,505,941	\$ 27,062,410	\$ 11,377,110	\$ 565,582,737	76.0	24.0		
1999	\$ 493,721,578	\$ 109,778,183	\$ 32,858,480	\$ 11,752,250	\$ 648,110,491	76.2	23.8		
2000	\$ 510,647,683	\$ 107,787,274	\$ 32,118,893	\$ 12,431,485	\$ 662,985,335	77.0	23.0		
2001	\$ 638,533,308	\$ 115,263,085	\$ 33,808,819	\$ 12,727,770	\$ 800,332,982	79.8	20.2	\$ 88,183,800	\$ 888,516,782
2002	\$ 776,039,716	\$ 130,673,551	\$ 38,153,810	\$ 16,510,730	\$ 961,377,807	80.7	19.3	\$ 96,153,800	\$1,057,531,607
2003	\$ 928,028,503	\$ 139,563,942	\$ 41,544,570	\$ 16,728,580	\$ 1,125,865,595	82.4	17.6	\$115,890,100	\$1,241,755,695
2004	\$ 1,048,574,320	\$ 141,225,273	\$ 41,732,670	\$ 19,310,250	\$ 1,250,842,513	83.8	16.2	\$120,575,000	\$1,371,417,513
2005	\$ 1,158,469,389	\$ 150,731,878	\$ 45,050,570	\$ 32,140,330	\$ 1,386,392,167	83.6	16.4	\$131,250,300	\$1,517,642,467
2006	\$ 1,302,816,103	\$ 145,008,136	\$ 45,491,130	\$ 32,681,560	\$ 1,525,996,929	85.4	14.6	\$135,493,300	\$1,661,490,229
2007	\$ 1,395,799,970	\$ 159,954,858	\$ 46,547,070	\$ 34,882,740	\$ 1,637,184,638	85.3	14.7	\$153,349,800	\$1,790,534,438
2008	\$ 1,466,783,487	\$ 191,497,302	\$ 54,237,400	\$ 37,901,380	\$ 1,750,419,569	83.8	16.2	\$139,258,800	\$1,889,678,369
2009	\$ 1,372,474,315	\$ 198,205,068	\$ 53,933,700	\$ 44,584,640	\$ 1,669,197,723	82.2	17.8	\$142,072,400	\$1,811,270,123
2010	\$ 1,268,424,640	\$ 196,849,217	\$ 59,579,100	\$ 50,591,580	\$ 1,575,444,537	80.5	19.5	\$128,834,800	\$1,704,279,337
2011	\$ 1,293,728,667	\$ 192,903,411	\$ 57,095,800	\$ 46,150,348	\$ 1,589,878,226	81.4	18.6	\$117,211,000	\$1,707,089,226
2012	\$ 1,296,726,278	\$ 177,190,183	\$ 58,113,600	\$ 46,347,793	\$ 1,578,377,854	82.2	17.8	\$151,017,300	\$1,729,395,154
2013	\$ 1,298,546,821	\$ 169,439,889	\$ 57,347,800	\$ 44,049,599	\$ 1,569,384,109	82.7	17.3	\$151,064,500	\$1,720,448,609
2014	\$ 1,339,427,196	\$ 177,093,210	\$ 57,348,600	\$ 46,806,572	\$ 1,620,675,578	82.6	17.4	\$162,113,000	\$1,782,788,578
2015	\$ 1,415,175,272	\$ 181,829,713	\$ 57,600,100	\$ 47,042,134	\$ 1,701,647,219	83.2	16.8	\$170,302,000	\$1,871,949,219
2016	\$ 1,483,941,972	\$ 187,537,809	\$ 60,162,200	\$ 47,930,565	\$ 1,779,572,546	83.4	16.6	\$174,841,500	\$1,954,414,046
2017	\$ 1,559,356,526	\$ 202,236,252	\$ 62,273,200	\$ 47,768,045	\$ 1,871,634,023	83.3	16.7	\$223,345,600	\$2,094,979,623
2018	\$ 1,644,695,469	\$ 218,433,004	\$ 70,957,400	\$ 46,394,707	\$ 1,980,480,580	83.0	17.0	\$227,589,100	\$2,208,069,680
2019	\$ 1,741,339,205	\$ 222,709,558	\$ 87,882,600	\$ 45,528,272	\$ 2,097,459,635	83.0	17.0	\$228,951,600	\$2,326,411,235

TOWN OF MIDDLETON
TOTAL VALUES BY CLASS HISTORICALLY



TOWN OF MIDDLETON

MEDIAN SINGLE FAMILY TAX BILL HISTORICALLY

Fiscal Year	Median Value	Tax Rate	Median Tax Bill
2002	\$ 290,700	\$ 12.13	\$ 3,526.19
2003	\$ 351,100	\$ 11.06	\$ 3,883.17
2004	\$ 386,100	\$ 10.58	\$ 4,084.94
2005	\$ 424,950	\$ 10.19	\$ 4,330.24
2006	\$ 454,100	\$ 9.77	\$ 4,436.56
2007	\$ 479,800	\$ 9.81	\$ 4,706.84
2008	\$ 503,000	\$ 9.69	\$ 4,874.07
2009	\$ 463,250	\$ 10.99	\$ 5,091.12
2010	\$ 432,200	\$ 11.84	\$ 5,117.25
2011	\$ 433,400	\$ 12.17	\$ 5,274.48
2012	\$ 419,050	\$ 12.81	\$ 5,368.03
2013	\$ 422,100	\$ 13.59	\$ 5,736.34
2014	\$ 430,200	\$ 13.90	\$ 5,979.78
2015	\$ 453,600	\$ 13.78	\$ 6,250.61
2016	\$ 479,700	\$ 13.89	\$ 6,663.03
2017	\$ 505,450	\$ 13.95	\$ 7,051.03
2018	\$ 557,250	\$ 13.96	\$ 7,779.21
2019	\$ 567,800	\$ 13.69	\$ 7,773.18
<i>average</i>	<i>\$ 453,908</i>		<i>\$ 5,452.26</i>

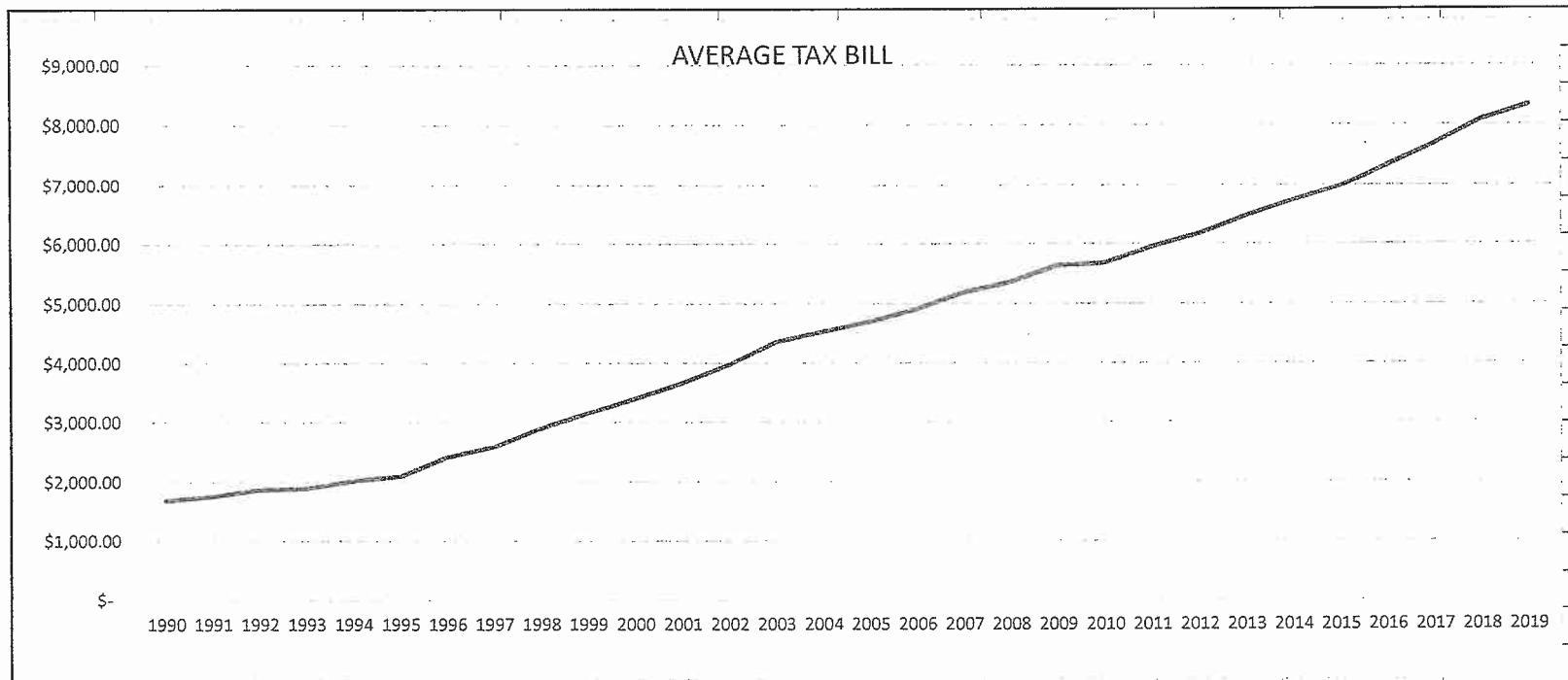
TOWN OF MIDDLETON

AVERAGE SINGLE FAMILY TAX BILL HISTORICALLY

FY	Total Assessed Value	Parcels	Average Value	% change	Tax Rate	Average Tax Bill	% change	Tax dollar change	Tax Rate Change
1990	\$ 223,188,500	1,218	\$ 183,242	0.49%	\$ 9.18	\$ 1,682.16	7.26%	\$ 113.89	6.74%
1991	\$ 230,427,075	1,238	\$ 186,128	1.58%	\$ 9.42	\$ 1,753.33	4.23%	\$ 71.17	2.61%
1992	\$ 216,243,490	1,256	\$ 172,168	-7.50%	\$ 10.85	\$ 1,868.03	6.54%	\$ 114.70	15.18%
1993	\$ 216,669,960	1,279	\$ 169,406	-1.60%	\$ 11.16	\$ 1,890.57	1.21%	\$ 22.54	2.86%
1994	\$ 230,494,960	1,338	\$ 172,268	1.69%	\$ 11.70	\$ 2,015.54	6.61%	\$ 124.97	4.84%
1995	\$ 246,056,570	1,410	\$ 174,508	1.30%	\$ 12.00	\$ 2,094.10	3.90%	\$ 78.56	2.56%
1996	\$ 275,104,630	1,472	\$ 186,892	7.10%	\$ 12.90	\$ 2,410.90	15.13%	\$ 316.80	7.50%
1997	\$ 281,264,120	1,523	\$ 184,678	-1.18%	\$ 13.98	\$ 2,581.79	7.09%	\$ 170.89	8.37%
1998	\$ 303,952,070	1,592	\$ 190,925	3.38%	\$ 15.18	\$ 2,898.24	12.26%	\$ 316.44	8.58%
1999	\$ 353,609,170	1,625	\$ 217,606	13.97%	\$ 14.48	\$ 3,150.93	8.72%	\$ 252.69	-4.61%
2000	\$ 372,723,195	1,662	\$ 224,262	3.06%	\$ 15.14	\$ 3,395.32	7.76%	\$ 244.39	4.56%
2001	\$ 474,416,800	1,700	\$ 279,069	24.44%	\$ 13.10	\$ 3,655.80	7.67%	\$ 260.48	-13.47%
2002	\$ 565,527,100	1,728	\$ 327,273	17.27%	\$ 12.13	\$ 3,969.82	8.59%	\$ 314.02	-7.40%
2003	\$ 694,426,400	1,768	\$ 392,775	20.01%	\$ 11.06	\$ 4,344.09	9.43%	\$ 374.28	-8.82%
2004	\$ 773,648,300	1,809	\$ 427,666	8.88%	\$ 10.58	\$ 4,524.71	4.16%	\$ 180.62	-4.34%
2005	\$ 849,153,100	1,843	\$ 460,745	7.73%	\$ 10.19	\$ 4,694.99	3.76%	\$ 170.28	-3.69%
2006	\$ 938,938,300	1,870	\$ 502,106	8.98%	\$ 9.77	\$ 4,905.58	4.49%	\$ 210.58	-4.12%
2007	\$ 1,007,340,800	1,908	\$ 527,956	5.15%	\$ 9.81	\$ 5,179.25	5.58%	\$ 273.68	0.41%
2008	\$ 1,062,068,700	1,921	\$ 552,873	4.72%	\$ 9.69	\$ 5,357.34	3.44%	\$ 178.09	-1.22%
2009	\$ 991,316,600	1,934	\$ 512,573	-7.29%	\$ 10.99	\$ 5,633.18	5.15%	\$ 275.84	13.42%
2010	\$ 932,230,800	1,946	\$ 479,050	-6.54%	\$ 11.84	\$ 5,671.95	0.69%	\$ 38.77	7.73%
2011	\$ 952,586,500	1,949	\$ 488,757	2.03%	\$ 12.17	\$ 5,948.17	4.87%	\$ 276.22	2.79%
2012	\$ 944,580,300	1,962	\$ 481,437	-1.50%	\$ 12.81	\$ 6,167.21	3.68%	\$ 219.05	5.26%
2013	\$ 939,391,200	1,973	\$ 476,123	-1.10%	\$ 13.59	\$ 6,470.52	4.92%	\$ 303.30	6.09%
2014	\$ 966,055,500	1,994	\$ 484,481	1.76%	\$ 13.90	\$ 6,734.29	4.08%	\$ 263.77	2.28%
2015	\$ 1,017,513,500	2,011	\$ 505,974	4.44%	\$ 13.78	\$ 6,972.32	3.53%	\$ 238.03	-0.86%
2016	\$ 1,075,006,100	2,040	\$ 526,964	4.15%	\$ 13.89	\$ 7,319.53	4.98%	\$ 347.21	0.80%
2017	\$ 1,132,670,200	2,060	\$ 549,840	4.34%	\$ 13.95	\$ 7,670.27	4.79%	\$ 350.74	0.43%
2018	\$ 1,199,490,000	2,072	\$ 578,904	5.29%	\$ 13.96	\$ 8,081.51	5.36%	\$ 411.24	0.07%
2019	\$ 1,266,097,600	2,082	\$ 608,174	5.06%	\$ 13.69	\$ 8,325.90	3.02%	\$ 244.40	-1.93%
ave	\$ 638,708,485	\$ 1,694	\$ 351,381	7.38%	\$ 12.15	\$ 4,258.61	6.07%	\$ 215.97	0.407%

TOWN OF MIDDLETON

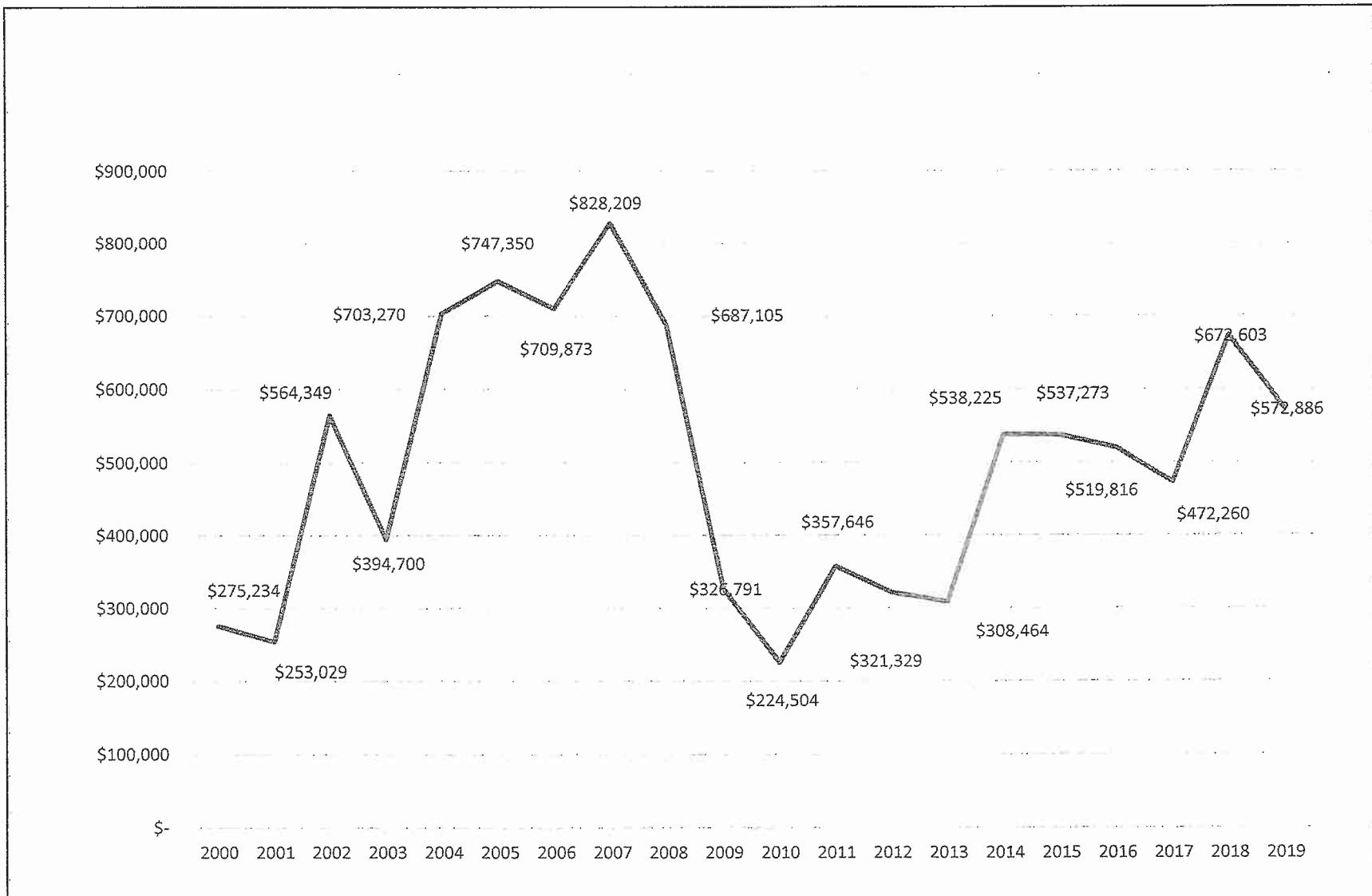
AVERAGE SINGLE FAMILY TAX BILL HISTORICALLY



TOWN OF MIDDLETON
ANNUAL GROWTH COMPARISON

FISCAL YEAR	GROWTH IN VALUE	RES %	CIP %	RES. GROWTH DOLLARS	C.I.P. GROWTH DOLLARS	GROWTH IN TAX DOLLARS	% FROM PREV. YR
2000	\$ 19,007,843	88.53%	11.47%	\$ 243,677.71	\$ 31,555.86	\$ 275,234	
2001	\$ 16,712,583	94.75%	5.25%	\$ 239,737.55	\$ 13,290.95	\$ 253,029	-8.1%
2002	\$ 43,080,111	80.54%	19.46%	\$ 454,512.39	\$ 109,837.07	\$ 564,349	123.0%
2003	\$ 32,539,120	88.22%	11.78%	\$ 348,209.85	\$ 46,489.68	\$ 394,700	-30.1%
2004	\$ 63,586,770	84.44%	15.56%	\$ 593,867.81	\$ 109,401.87	\$ 703,270	78.2%
2005	\$ 70,637,983	64.71%	35.29%	\$ 483,595.56	\$ 263,754.30	\$ 747,350	6.3%
2006	\$ 69,663,680	94.50%	5.50%	\$ 670,846.42	\$ 39,026.48	\$ 709,873	-5.0%
2007	\$ 84,770,650	87.97%	12.03%	\$ 728,549.88	\$ 99,659.37	\$ 828,209	16.7%
2008	\$ 70,041,297	63.19%	36.81%	\$ 434,198.45	\$ 252,906.68	\$ 687,105	-17.0%
2009	\$ 33,724,530	54.38%	45.62%	\$ 177,696.62	\$ 149,094.08	\$ 326,791	-52.4%
2010	\$ 20,427,997	55.84%	44.16%	\$ 125,351.91	\$ 99,151.78	\$ 224,504	-31.3%
2011	\$ 30,206,572	80.27%	19.73%	\$ 287,067.04	\$ 70,578.77	\$ 357,646	59.3%
2012	\$ 26,403,375	66.55%	33.45%	\$ 213,834.38	\$ 107,494.69	\$ 321,329	-10.2%
2013	\$ 24,079,969	93.36%	6.64%	\$ 287,989.44	\$ 20,474.97	\$ 308,464	-4.0%
2014	\$ 39,604,506	84.43%	15.57%	\$ 454,401.08	\$ 83,824.15	\$ 538,225	74.5%
2015	\$ 38,652,728	84.53%	15.47%	\$ 454,152.78	\$ 83,120.14	\$ 537,273	-0.2%
2016	\$ 37,722,469	63.09%	36.91%	\$ 327,930.71	\$ 191,884.92	\$ 519,816	-3.2%
2017	\$ 34,000,021	58.84%	41.16%	\$ 277,866.67	\$ 194,393.62	\$ 472,260	-9.1%
2018	\$ 48,215,287	60.22%	39.78%	\$ 405,072.41	\$ 267,530.84	\$ 672,603	42.4%
2019	\$ 41,037,699	61.10%	38.90%	\$ 350,056.87	\$ 222,829.41	\$ 572,886	-14.8%
AVERAGE	\$ 42,205,760	75.47%	24.53%	\$ 377,930.78	\$ 122,814.98	\$ 500,746	11%

TOWN OF MIDDLETON
ANNUAL GROWTH COMPARISON



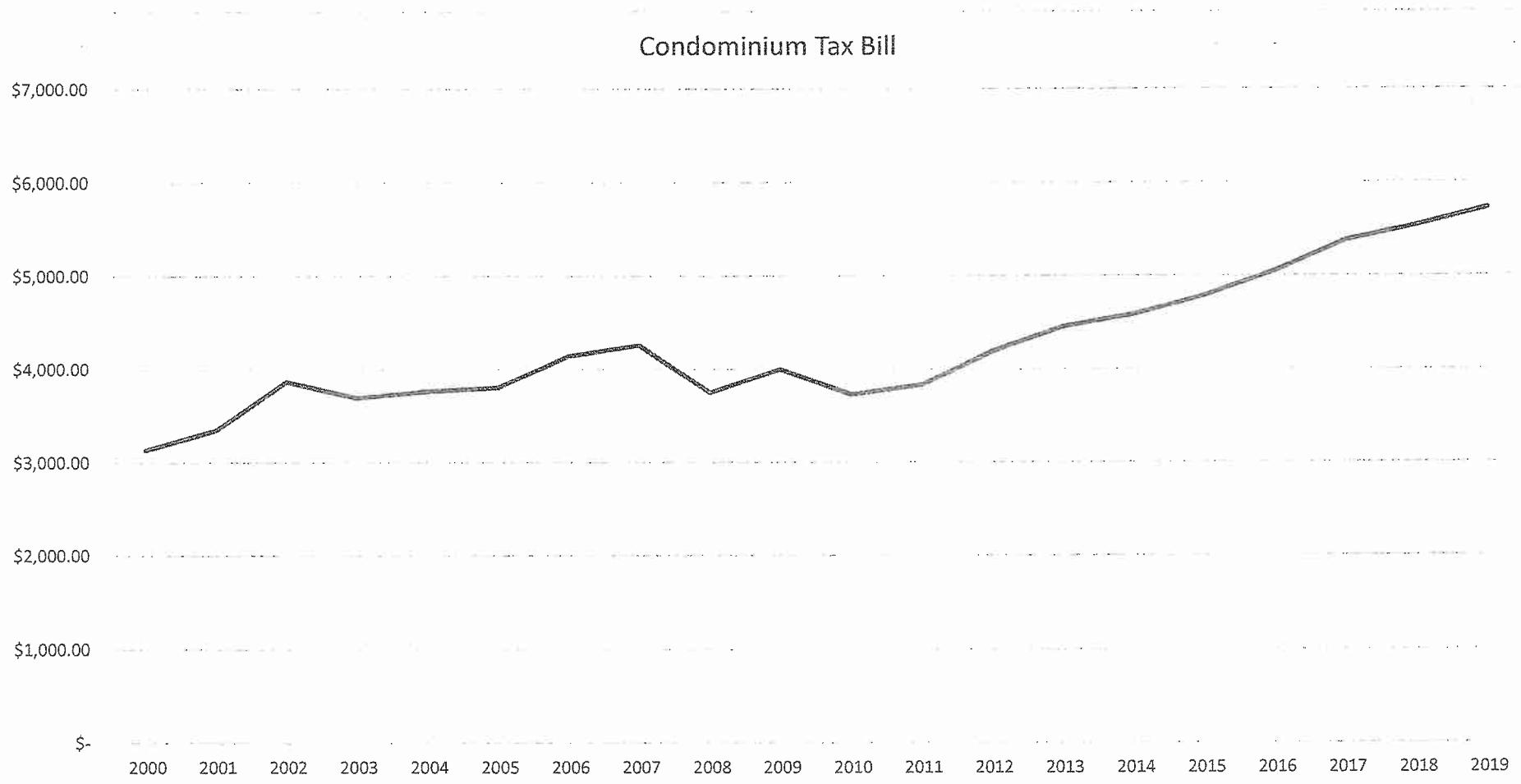
	FISCAL YR 2019 GROWTH VALUATION	PRIOR YR TAX RATE \$ 13.96		FISCAL YR 2020 GROWTH VALUATION	PRIOR YR TAX RATE \$ 13.69		FISCAL YR 2021 GROWTH VALUATION	PRIOR YR TAX RATE \$ -	
		2019 TAX LEVY GROWTH	% OF GROWTH		2020 TAX LEVY GROWTH	% OF GROWTH		2021 TAX LEVY GROWTH	% OF GROWTH
RESIDENTIAL:									
Single Family (101)	12,230,780	\$ 170,742	30%		\$ -	#DIV/0!		\$ -	#DIV/0!
Condominium (102)	3,193,627	\$ 44,583	8%		\$ -	#DIV/0!		\$ -	#DIV/0!
Two & Three Family (104 & 105)	2,419,400	\$ 33,775	5.90%		\$ -	#DIV/0!		\$ -	#DIV/0!
Multi - Family (111 - 125)	0	\$ -	0%		\$ -	#DIV/0!		\$ -	#DIV/0!
Vacant Land (130 - 132 & 106)	5,736,400	\$ 80,080	14%		\$ -	#DIV/0!		\$ -	#DIV/0!
All Others (103, 109, Res mixed use)	1,495,500	\$ 20,877	4%		\$ -	#DIV/0!		\$ -	#DIV/0!
TOTAL RESIDENTIAL	25,075,707	\$ 350,057	61%	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!
OPEN SPACE	0	\$ -	0%	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!
Commercial	1,842,800	\$ 25,725	4%		\$ -	#DIV/0!		\$ -	#DIV/0!
Chapter 61, 61A, 61B	0	\$ -	0%		\$ -	#DIV/0!	0	\$ -	#DIV/0!
TOTAL COMMERCIAL	1,842,800	\$ 25,725	4%	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!
INDUSTRIAL	11,933,600	\$ 166,593	29%		\$ -	#DIV/0!	0	\$ -	#DIV/0!
PERSONAL PROPERTY	2,185,592	\$ 30,511	5%		\$ -	#DIV/0!		\$ -	#DIV/0!
TOTAL CIP	15,961,992	\$ 222,829	39%	0	\$ -	#DIV/0!		\$ -	#DIV/0!
TOTAL REAL & PERSONAL	41,037,699	\$ 572,886	100%	0	\$ -	#DIV/0!	0	\$ -	#DIV/0!

	FISCAL YR 2016 GROWTH VALUATION	PRIOR YR TAX RATE \$ 13.78		FISCAL YR 2017 GROWTH VALUATION	PRIOR YR TAX RATE \$ 13.89		FISCAL YR 2018 GROWTH VALUATION	PRIOR YR TAX RATE \$ 13.95	
		2016 TAX LEVY GROWTH	% OF GROWTH		2017 TAX LEVY GROWTH	% OF GROWTH		2018 TAX LEVY GROWTH	% OF GROWTH
RESIDENTIAL:									
Single Family (101)	19,475,200	\$ 268,368	52%	16,537,900	\$ 229,711	49%	17,694,547	\$ 246,839	37%
Condominium (102)	2,008,884	\$ 27,682	5%	2,544,800	\$ 35,347	7%	9,060,102	\$ 126,388	19%
Two & Three Family (104 & 105)	64,400	\$ 887	0.17%	440,200	\$ 6,114	1.29%	883,300	\$ 12,322	1.83%
Multi - Family (111 - 125)	0	\$ -	0%	0	\$ -	0%	0	\$ -	0%
Vacant Land (130 - 132 & 106)	1,728,900	\$ 23,824	5%	416,300	\$ 5,782	1%	1,289,500	\$ 17,989	3%
All Others (103, 109, Res mixed use)	520,200	\$ 7,168	1%	65,600	\$ 911	0%	110,000	\$ 1,535	0%
TOTAL RESIDENTIAL	23,797,584	\$ 327,931	63%	20,004,800	\$ 277,867	59%	29,037,449	\$ 405,072	60%
OPEN SPACE	0	\$ -	0%	0	\$ -	0%	0	\$ -	0%
Commercial	3,569,600	\$ 49,189	9%	9,179,400	\$ 127,502	27%	7,448,900	\$ 103,912	15%
Chapter 61, 61A, 61B	0	\$ -	0%	210,200	\$ 2,920	1%	0	\$ -	0%
TOTAL COMMERCIAL	3,569,600	\$ 49,189	9%	9,389,600	\$ 130,422	28%	7,448,900	\$ 103,912	15%
INDUSTRIAL	6,011,900	\$ 82,844	16%	944,300	\$ 13,116	3%	7,995,700	\$ 111,540	17%
PERSONAL PROPERTY	4,343,385	\$ 59,852	12%	3,661,321	\$ 50,856	11%	3,733,238	\$ 52,079	8%
TOTAL CIP	13,924,885	\$ 191,885	37%	13,995,221	\$ 194,394	41%	19,177,838	\$ 267,531	40%
TOTAL REAL & PERSONAL	37,722,469	\$ 519,816	100%	34,000,021	\$ 472,260	100%	48,215,287	\$ 672,603	100%

TOWN OF MIDDLETON
AVERAGE CONDOMINIUM TAX BILL HISTORICALLY

FY	Total Assessed Value	Parcels	Average Value	Value % change	Tax Rate	Condominium Tax Bill	Tax Dollar Change	% bill change
2000	\$ 80,797,080	390	\$ 207,172		\$ 15.14	\$ 3,136.58		
2001	\$ 99,945,400	391	\$ 255,615	23.38%	\$ 13.10	\$ 3,348.55	\$ 211.97	7%
2002	\$ 129,073,900	405	\$ 318,701	24.68%	\$ 12.13	\$ 3,865.84	\$ 517.29	15%
2003	\$ 135,206,300	405	\$ 333,843	4.75%	\$ 11.06	\$ 3,692.30	\$ (173.54)	-4%
2004	\$ 156,870,800	441	\$ 355,716	6.55%	\$ 10.58	\$ 3,763.48	\$ 71.18	2%
2005	\$ 172,028,400	461	\$ 373,164	4.90%	\$ 10.19	\$ 3,802.54	\$ 39.06	1%
2006	\$ 210,937,200	498	\$ 423,569	13.51%	\$ 9.77	\$ 4,138.27	\$ 335.73	9%
2007	\$ 266,538,400	615	\$ 433,396	2.32%	\$ 9.81	\$ 4,251.61	\$ 113.35	3%
2008	\$ 279,522,300	723	\$ 386,615	-10.79%	\$ 9.69	\$ 3,746.29	\$ (505.32)	-12%
2009	\$ 265,055,044	729	\$ 363,587	-5.96%	\$ 10.99	\$ 3,995.82	\$ 249.53	7%
2010	\$ 232,015,241	737	\$ 314,810	-13.42%	\$ 11.84	\$ 3,727.35	\$ (268.47)	-7%
2011	\$ 238,042,684	757	\$ 314,455	-0.11%	\$ 12.17	\$ 3,826.92	\$ 99.57	3%
2012	\$ 252,582,516	773	\$ 326,756	3.91%	\$ 12.81	\$ 4,185.75	\$ 358.83	9%
2013	\$ 260,502,427	795	\$ 327,676	0.28%	\$ 13.59	\$ 4,453.12	\$ 267.37	6%
2014	\$ 270,968,527	822	\$ 329,645	0.60%	\$ 13.90	\$ 4,582.07	\$ 128.95	3%
2015	\$ 291,257,466	839	\$ 347,148	5.31%	\$ 13.78	\$ 4,783.70	\$ 201.63	4%
2016	\$ 305,591,746	841	\$ 363,367	4.67%	\$ 13.89	\$ 5,047.17	\$ 263.46	6%
2017	\$ 326,600,946	847	\$ 385,597	6.12%	\$ 13.95	\$ 5,379.08	\$ 331.91	7%
2018	\$ 345,396,648	871	\$ 396,552	2.84%	\$ 13.96	\$ 5,535.86	\$ 156.78	3%
2019	\$ 368,109,264	880	\$ 418,306	5.49%	\$ 13.69	\$ 5,726.61	\$ 190.75	3%
<i>Average</i>	<i>\$ 234,352,114</i>	<i>661</i>	<i>\$ 348,784.5</i>	<i>4.16%</i>	<i>\$ 12.13</i>	<i>\$ 4,095.91</i>	<i>\$ 131.91</i>	<i>3%</i>

TOWN OF MIDDLETON
AVERAGE CONDOMINIUM TAX BILL HISTORICALLY



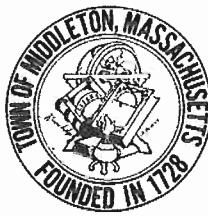
TOWN OF MIDDLETON
SINGLE FAMILY RANGE OF VALUES HISTORICALLY

Single Family		FY15		FY16		FY17		FY18		FY19	
Range		Number	%								
\$ -	\$ 99,999	2	0.10%	2	0.10%	1	0.05%	1	0.05%	1	0.05%
\$ 100,000	\$ 199,999	8	0.40%	1	0.05%	2	0.10%	0	0.00%	0	0.00%
\$ 200,000	\$ 299,999	216	10.74%	123	6.03%	118	5.75%	73	3.52%	45	2.16%
\$ 300,000	\$ 399,999	527	26.21%	493	24.17%	456	22.23%	435	20.99%	260	12.49%
\$ 400,000	\$ 499,999	388	19.29%	468	22.94%	435	21.21%	419	20.22%	505	24.26%
\$ 500,000	\$ 599,999	290	14.42%	301	14.75%	276	13.46%	261	12.60%	313	15.03%
\$ 600,000	\$ 699,999	295	14.67%	331	16.23%	325	15.85%	324	15.64%	314	15.08%
\$ 700,000	\$ 799,999	154	7.66%	159	7.79%	214	10.43%	287	13.85%	348	16.71%
\$ 800,000	\$ 899,999	52	2.59%	80	3.92%	122	5.95%	133	6.42%	137	6.58%
\$ 900,000	\$ 999,999	26	1.29%	34	1.67%	45	2.19%	57	2.75%	50	2.40%
\$ 1,000,000	\$ 1,099,999	15	0.75%	18	0.88%	21	1.02%	28	1.35%	35	1.68%
\$ 1,100,000	\$ 1,199,999	15	0.75%	7	0.34%	11	0.54%	20	0.97%	25	1.20%
\$ 1,200,000	\$ 1,299,999	3	0.15%	6	0.29%	6	0.29%	8	0.39%	15	0.72%
\$ 1,300,000	\$ 1,399,999	8	0.40%	4	0.20%	4	0.20%	7	0.34%	11	0.53%
\$ 1,400,000	\$ 1,499,999	2	0.10%	4	0.20%	5	0.24%	6	0.29%	6	0.29%
\$ 1,500,000	\$ 1,599,999	4	0.20%	3	0.15%	2	0.10%	5	0.24%	6	0.29%
\$ 1,600,000	\$ 1,999,999	3	0.15%	5	0.25%	6	0.29%	5	0.24%	8	0.38%
\$ 2,000,000	\$ 2,999,999	3	0.15%	1	0.05%	2	0.10%	3	0.14%	3	0.14%
\$ 3,000,000		0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
		2011	100.00%	2040	100.00%	2051	100.00%	2072	100.00%	2082	100.00%

TOWN OF MIDDLETON

CONDOMINIUM RANGE OF VALUES HISTORICALLY

Condominium		FY07		FY08		FY15		FY16		FY17		FY18		FY19	
Range		Number	%												
\$ -	\$ 99,999	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	0.23%	0	0.00%
\$ 100,000	\$ 199,999	1	0.16%	3	0.41%	49	5.84%	42	4.99%	9	1.06%	10	1.15%	14	1.59%
\$ 200,000	\$ 299,999	104	17.02%	228	31.54%	347	41.36%	285	33.89%	229	27.07%	258	29.69%	200	22.73%
\$ 300,000	\$ 399,999	197	32.24%	177	24.48%	172	20.50%	228	27.11%	287	33.92%	207	23.82%	220	25.00%
\$ 400,000	\$ 499,999	182	29.79%	182	25.17%	158	18.83%	160	19.02%	157	18.56%	205	23.59%	212	24.09%
\$ 500,000	\$ 599,999	71	11.62%	71	9.82%	86	10.25%	90	10.70%	105	12.41%	112	12.89%	146	16.59%
\$ 600,000	\$ 699,999	54	8.84%	59	8.16%	23	2.74%	26	3.09%	40	4.73%	45	5.18%	33	3.75%
\$ 700,000	\$ 799,999	1	0.16%	3	0.41%	4	0.48%	10	1.19%	19	2.25%	26	2.99%	50	5.68%
\$ 800,000	\$ 899,999	1	0.16%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	0.46%	5	0.57%
\$ 900,000	\$ 999,999	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
		611	100.00%	723	100.00%	839	100.00%	841	100.00%	846	100.00%	869	100.00%	880	100.00%



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

3.

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name:	Danielle PANNETON	owner	BUSINESS Dmz Inc. DBA
2. Name of Manager:	SARA DIAGO	SOL BEAN JUNE BART KITCHEN	
3. Social Security Number/FID Number:	7041657803		
4. Business Address:	221 S. main St.		
5. Home Address:	9 Norma Way		
6. Telephone Numbers (Please provide all numbers by which you can be reached):			
Business Phone:	978.777.5900		
Cell Phone:			
Home Phone:	11		
7. Email Address:			
8. Registered Voter?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are you a U.S. Citizen?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
10. Court and Date of Naturalization (if applicable)			
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)			
10a. Where?			
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)			
<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

If yes, please describe offense(s) specific charge and disposition (fine, penalty, etc.)



Town of Middleton
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11. Prior experience in the restaurant/food establishment industry: Yes _____ No
If yes, please describe:

I've owned ~~and~~ and operated
The Sol Bean cafe at 119 S. Main St. in
Middleton for the past 13 years.

12. List all employment for the last five years:

Owner/operator Sol Bean CAFE

13. Hours per week to be spend on the licensed premises: 20-40

14. Days and Hours of Operation: MONDAY - Sunday ~~7:00~~ 9am-10pm

15. Seating Capacity: 28

16. Do you own/lease premises? Lease Yes _____ No

If Leased:

16a. If Yes, From Whom? Kelly Properties

16b. Terms of Lease? See Attached
(Please provide a copy of lease agreement)

I hereby swear under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

Printed Name of Owner

Danielle Panneton

By:

Danielle Panneton
(Signature)

Date: 11.8.18

COMMERCIAL LEASE

Danielle Panneton

DMPZ, Inc., DBA Sol Bean Café
So. Main St Middleton, Ma 01949
E Mail: solbean@msn.com

PARTIES: 7 River Street LLC 10 Perkins Rd, Middleton, MA 01949, hereinafter referred to as "LESSOR" which expression shall include its heirs, administrators, executors and assigns, wherever the context permits, does hereby lease to DMPZ, Inc., DBA Sol Bean Café Of Middleton and Danielle Panneton and Michael Zenga of 9 Norma Way Middleton, Ma as a personal guarantors , hereinafter called the "LESSEE", which expression shall include its successors and assigns, wherever the context so permits, and the LESSEE hereby leases the following described premises:

DESCRIPTION OF LEASED PREMISES: 221 So. Main St, Unit H & I [less utility room 200 sq. /ft. and Hall 150 Sq./Ft] Middleton, Massachusetts, consisting of approximately 3,050 net square feet of retail space. The LESSEE shall be provided with employee and customer parking, as available, in the parking lots adjacent to the building. Two spaces may be designated as "Take Out" parking spaces.

1. RENTAL TERM:

The term of this lease shall be for 60 months, commencing on September 1 2018 and ending on Sept 1, 2023. [If not completed commencement date shall be Sept 15 or Oct. 1, 2018.] Commencement date shall be the date that Lessor turns the unit over to Lessee with work completed as described in ADDENDMENT A

2. LEASE EXTENSION: Lessor shall grant Lessee two [2] 5 Year extensions provided that the Lessee is not and has not been in default during the first lease term. During the Lease extension increases in rent each year shall be as set at a 2% increase.

Lessee must notify Lessor in writing of request to extend lease no later than 6 months before expiration of the then current term.

3. RENT: Yielding and paying the yearly base rent as follows, with monthly payments due on the first day of each month:

Year One Sept 2018-2019: Yearly sum \$52,200.00

Monthly Payments in advance of \$4,350.00

Year two Sept 2019-2020: Yearly sum \$53,400.00

Monthly Payments in advance of \$4,450.00

Year three Sept 2020-2021: Yearly sum \$54,600.00

Monthly Payments in advance of \$4,550.00

Year four Sept 2021-2022: Yearly sum \$55,800.00

Monthly Payments in advance of \$4,650.00

Year five Sept 2022-2023: Yearly sum \$57,000.00

Monthly Payments in advance of \$4,750.00

4. ADVANCE RENT/SECURITY DEPOSIT: The LESSEE agrees to pay the LESSOR the first , Last and Security Deposit in the amount of \$13,450.00 Plus one months CAM @ \$1,130.00 **Total amount due upon execution of lease \$14,580.00**

5. COMMON AREA COSTS: Tenant shall be liable for CAM [Common Area Maintenance] which shall include real estate taxes, insurance, plowing, landscaping, maintenance ,management, common water, common lighting, grease trap pumping & septic Estimated at \$4.00 sq./ft. Based on 3,050 sq./ft. Total monthly charge \$1,130.00

A statement of the CAM shall be presented to Lessee annually by April 15th and any and all adjustments between actual and estimated shall be made, LESSEE shall pay any deficiency to LESSOR within forty-five (45) days after LESSEE's receipt of such statement. Thereafter, the monthly estimated payments for CAM shall increase according to the then estimated CAM.

6. SERVICES FURNISHED TO LEASE PREMISES: The Lessee agrees to pay for separately metered heat and electrical services & water furnished to the Leased Premises, LESSEE shall also be responsible for trash removal monthly. Annual trash bills will be presented by April 30 each year.

7. USE OF LEASED PREMISES: The Leased Premises shall be used for retail food daily from the hours of 10am on. It is understood that the Lessee menu includes items such as Smoothies, smoothie bowls, retail food served in house and as take out, sandwiches, salads etc. Items that may not be sold or advertised within the leased premise or publicly outside the leased premise are any type of Pizza, premium Coffees or Teas, Iced or Hot, expressos, lattes or blended coffee or tea drinks, Coffee beans or tea leafs, advertised or featured coffee or tea, Specialized coffee or tea drinks, Bottled coffee or tea, Any mention of a coffee bean type or tea leaf type, display of any coffee or tea based drinks are not permitted Breakfast muffins, rolls or bagels. Violations of offering any of the above items shall be considered a default of the lease if not corrected with 48 hour of written notice to Lessee by Lessor. Lessee is restricted to 28 person inside seating and use is subject to approval of the Middleton Board of Health standards and septic requirement approval. The LESSEE hereby acknowledges that the tenants identified on Exhibit A, attached hereto and incorporated herein have been granted the exclusive right to operate certain businesses at the Leased Premises and that in no event will the LESSEE undertake to offer any of the services.

LESSEE shall be granted a limited exclusivity on the sale of smoothies and a "juice bar" - using fresh fruit and vegetables to make juice. In no event will any other tenant identified on Exhibit be subject to the exclusivity. For the avoidance of doubt such exclusive use provision shall only be applicable to any new tenants (in no event will any exclusive apply for existing tenants exercising their right to extend their terms or for such tenants that sublet or assign their respective rights) that enter into a lease at the Premises after the execution hereof. with the exception of any tenant that has an executed lease dated before LESSEE'S executed lease. Also excluded from this exclusivity are any future tenants that purchase or sub-lease from businesses that have an executed lease in place before Lessee.

In the event LESSEE violates the above use limitation and such violation continues for a period of more than three (3) business days after LESSEE receives written notice from LESSOR of such violation, LESSEE shall hold harmless and indemnify LESSOR for all claims, damages, and losses arising out of LESSEE's violation. At the option of the LESSOR, LESSOR shall have the right to terminate this Lease in the event the LESSEE violates any of the above use limitations more than twice during the term hereof notwithstanding LESSEE's having cured any such violations with the three (3) business day cure period.

8. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the town in which the Leased Premises are situated

9. MAINTENANCE:

LESSEE'S OBLIGATIONS: The LESSEE agrees to maintain the leased premises in good condition. Lessee agrees to perform regular preventive maintenance on the two heat and air condition unit. Reasonable wear and tear, damage by fire and other casualty are accepted. Lessee shall be responsible for HVAC maintenance after the first two years of the lease.

Lessee agrees to maintain unit entry and exit access in front of lessees unit free from snow and ice. If Lessee fails to do so Lessor may remove snow and ice at lessee's expense.

LESSOR'S OBLIGATIONS: The LESSOR agrees to keep and maintain in satisfactory order, condition, and repair (1) the roof of the building, (2) the exterior walls and structures of the building including all plumbing, mechanical, and electrical systems and fixtures installed by the LESSOR, Lessor shall be responsible for HVAC failures for the first two years provided that the Lessee has a continuing Annual maintenance Agreement with a qualified HVAC company. And (3) sidewalks, curbs, and grounds adjacent to the ground floor of the building. If maintenance is required because of the LESSEE, the LESSEE will pay the cost of same upon demand of the LESSOR.

10. SUBORDINATION: This lease is subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, lien or liens on the property, now or at any time hereafter, which the Leases Premises are a part. Without limitation of any of the provisions of this lease, in the event that any mortgagee, or its assigns, shall succeed to the interest of LESSOR or any successor of the LESSOR, then this Lease shall nevertheless continue in full force and effect and LESSEE shall and does hereby agree to attorn to such mortgagee, or its assigns as its LESSOR, provided, always, however, that such mortgagee or assigns shall recognize the LESSEE as tenant under the terms and conditions of this Lease or any modification, extension, or amendment of this Lease.

11. INSURANCE: LESSEE shall maintain in full force and effect, at his own cost and expense, comprehensive general liability insurance indemnifying the LESSOR against all claims, loss or liability due to bodily injury and property damage to any person or property in or on the Leased Premises or the areas adjacent thereto and used in the LESSEE'S business with coverage of at least \$300,000.00 in respect to injury or damage to one person and at least \$300,000.00 in respect to injury or damage by any one occurrence and at least \$100,000.00 in respect to damage to property, in each case providing for notice to LESSOR prior to cancellation. LESSEE shall furnish LESSOR with certificates of such insurance by the commencement of the term

12. ASSIGNMENT/SUBLETTING: LESSEE shall not assign this Lease or any interest therein or sublet the whole or any part of the Leased Premises without prior written consent of the LESSOR, which permission shall not be unreasonably withheld. LESSOR reserves the right to require a "like" business of "like" credit and financial standing before offering consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

13. DEFAULT: In the event that:

- A. The LESSEE shall default in the payment of any installment of the rent or sum herein specified and such default shall continue for five (5) days after the due date of such payment; or
- B. The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof (other than a breach under Section 7 hereof, which shall be cured within three (3) business days); or
- C. The LESSEE shall be declared bankrupt or insolvent according to the law, or, if any assignment shall be made of the LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term.

If the LESSEE shall default, after reasonable notice thereto, in the observance or performance of any conditioning or covenants on LESSEE'S part to be observed or performed under virtue of the provisions in any Section of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection with any default hereunder by the LESSEE, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action of proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent. Any default by the Lessee gives the Lessor all rights to terminate the lease as written with notice to the Lessee at which time the Lessee shall remove property and vacate premise within 30 days.

14 LESSOR'S ACCESS: Lessor shall have reasonable access to unit for safety and emergency reasons.

15 INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

It is understood and agreed that the LESSEE assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise, unless caused by an act or neglect of the LESSOR.

16 HAZARDOUS WASTE: LESSEE shall not introduce on or transfer to the Leased Premises or the property of which the Leased Premises form a part any hazardous materials (as hereinafter defined); nor dump, flush or otherwise dispose of any hazardous materials into the drainage, sewage or waste disposal systems servicing the Leased Premises or the property of which the Leased Premises are a part; nor generate, store, use, release, spill or dispose of any hazardous materials in or on the Leased Premises or the property of which the Leased Premises are a part; or transfer and hazardous materials from the Leased Premises to any other location; nor commit or suffer to be committed in or on the leased Premises or the property of which the Leased Premises are a part; any act which would require any reporting or filing of any notice with any governmental agency pursuant to any statutes, laws, codes, ordinances, rules or regulations present or future, applicable to the Leased Premises or the property of which the Leased Premises are a part or to hazardous materials (hereinafter collectively called "Environmental Laws").

LESSEE agrees that if it or anyone claiming under it shall generate, store, release, spill, dispose of or transfer to the Leased Premises or the property of which the Leased Premises are a part any hazardous materials, it shall forthwith remove the same, at its sole cost and expense, in the manner provided by all applicable Environmental Laws, regardless of when such hazardous materials shall be discovered. Furthermore, LESSEE shall pay any fines, penalties or other assessments imposed by any governmental agency with respect to any such hazardous materials and shall forthwith repair and restore any portion of the Leased Premises or the property of which the Leased Premises are a part which it shall disturb in so removing any such hazardous materials to the condition which existed prior to LESSEE'S disturbance thereof.

LESSEE agrees to deliver promptly LESSOR any notices, orders or similar documents received from any governmental agency or official concerning any violation of any Environmental Laws or with respect to any hazardous materials affecting the Leased Premises or the property of which the Leased Premises are a part.

For purposes of this Lease, the term "hazardous materials" shall mean any include any oils, petroleum products, asbestos, and any other toxic or hazardous waste, materials and substances which are defined, determined or identified as such in any Environmental Laws or in any judicial or administrative interpretation of Environmental Laws.

The obligations of LESSEE contained in this Section 17 shall survive the expiration or termination of the LEASE. LESSEE agrees and acknowledges that the Leased Premises are served by sanitary septic system, and LESSEE agrees not to introduce any substance into said septic system that may damage or otherwise inhibit the functioning of said system.

17 SURRENDER: The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks, thereto, and other fixtures other than trade fixtures connected therewith and all alterations and additions upon the Leased Premises, in good condition, damaged by fire or other casualty only accepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

18 ALTERATIONS/ADDITIONS: The LESSEE shall not make structural alteration or additions to the Leased Premises, but may make nonstructural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become property of the LESSOR at the termination of occupancy as provided herein.

19 FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial part of the Leased Premises, or of the property which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- A. The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or
- B. The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
- C. The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

20 NOTICE: All notices required or to be given hereunder shall be in writing and deemed duly given when delivered by hand or by Federal Express or comparable express delivery service or when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed as follows:

If to the LESSEE:

All rent shall be made payable to: "WDK Realty Trust"

If to the LESSOR

WDK Realty Trust / 7 River Street LLC
10 Perkins Rd
Middleton, MA 01949

Executed, in duplicate, this 24 day of May 2018.

Lessee: Danielle Panneton
DMPZ, Inc., DBA Sol Bean Café

50. Main St.
Middleton, Ma 01949

Lessee Guarantor: Danielle Panneton Social # 019,62,5418 Personally

Lessee Guarantor: Michael Zenga Social # _____ Personally

LESSOR: 7 River Street LLC

By: Warren D. Kelly, Manager

Witness: Danielle Panneton

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: DMPZ Inc. DBA Sol Bean

Address: 221 S. Main St.

Title of Person Signing: OWNER

Signature of Individual or Corporate Name: Danielle P

Printed Name of Above: Danielle Panetta

Contact Telephone Number: 978-444-1100

Date: 11.16.18

Social Security Number or Federal Identification Number: ██████████

Email Address: sol.bean@msn.com

4.

GRANTOR: LOUIE ROBERTO and RITA M. ROBERTO,
as Trustees of the EAST STREET REALTY TRUST
u/d/t dated July 18, 2012 and BAY DEVELOPMENT
LLC

GRANTEE: TOWN OF MIDDLETON

ADDRESS OF PREMISES: Clinch Circle, Middleton, MA
FOR GRANTOR'S TITLE SEE: Essex County Registry of
Deeds at Book 32038, Page 86; and Book 36190,
Page 402

CONSERVATION RESTRICTION

LOUIE ROBERTO and RITA M. ROBERTO, Trustees of the EAST STREET REALTY TRUST u/d/t dated July 18, 2012 and recorded with the Essex South Registry of Deeds in Book 32083, Page 75, with a mailing address of 282 Bennington Street, East Boston, MA 02128, and BAY DEVELOPMENT LLC, a Massachusetts Limited Liability Company with a mailing address of PO Box 1008, Middleton, MA 01949, being all of the owners, and for their successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the TOWN OF MIDDLETON, a Massachusetts municipal corporation, acting by and through its Conservation Commission (the "Conservation Commission"), with a mailing address of 195 North Main Street, Middleton, MA 01949, and its permitted successors and assigns ("Grantee"), for consideration of less than one hundred (\$100.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on a 5-acre portion of a 54.53-acre parcel of land located in Middleton, Essex County, Massachusetts ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a recorded plan in Exhibit B, both of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of

the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values ("conservation values").

This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in the Order of Conditions (the "Order") issued by the Middleton Conservation Commission, D.E.P. File No. 222-0701 (the "Commission") on August 2, 2013 and recorded with the Essex South Registry of Deeds in Book 32745, Page 437, and extended by extension recorded with said Registry in Book 35366, Page 537.

The conservation values include the following:

1. Preservation of Open Space and Riverfront Areas. The Premises includes important natural resources. It contains riverfront areas (including bank and land under water), bordering vegetated wetland, and associated buffer zones. The Premises abuts and is otherwise in close proximity to the Ipswich River. The Premises provides mixed forested upland, deciduous forested upland, and wetland habitat for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources within the Premises will protect these habitats. Furthermore, the restricted naturally vegetated plant communities will afford protection to the Ipswich River watershed.
2. Scenic Landscape Preservation. The Premises comprises part of a scenic landscape associated with a natural, undisturbed environment. Prohibiting significant alterations to the natural character of the Premises will further protect and enhance the scenic and open space attributes and the recreational, human enjoyment, and ecological value of the Premises.
3. Public Trails. Surrounding the Premises are properties with walking paths and canoe access that are open to the general public. That certain area shown as '6' Wide Trail Easement' on the copy of the plan attached hereto as Exhibit "C" provides public access to Lot C as shown on Exhibit C, which Lot C is owned in fee by the Town of Middleton and which Lot C abuts the Premises, therefore allowing for the continuation of access to said Lot C for passive recreation, education, and nature study of the Ipswich River.
4. Water Quality and Wetland Protection. Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland resource areas.
5. Furtherance of Government Policy. Protection of the Premises furthers the goals of the Town of Middleton to preserve and provide open space and passive recreation areas and connectivity along the Ipswich River.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
6. Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;

7. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
8. The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
9. Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

1. Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;
2. Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
4. Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
5. Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, and the protected conservation values; Forestry, Agriculture, other reserved rights.

6. Outdoor Passive Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;
7. Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises and to the Ipswich River that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
8. Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
9. Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60

days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the access easement shown as '6' Wide Trail Easement' on the plan in Exhibit C (hereinafter, the 'Trail Easement'), which Trail Easement provides access across the Premises by the general public to conservation land owned by the Grantee.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or

enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within 60 days, unless otherwise agreed upon days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Essex South Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the [*enter County*] Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Rita Roberto and Louis Roberto, Trustees of the East Street Realty Trust
282 Bennington Street
East Boston, MA 02128

Bay Development LLC
PO Box 1008
Middleton, MA 01949

To Grantee: Town of Middleton by and through its
Conservation Commission
195 North Main Street
Middleton, MA 01949

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead. The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor – East Street Realty Trust

Grantor – Bay Development LLC

Grantee Acceptance

Approval by Select Board or City Council

Acceptance by Middleton Conservation Commission

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Plan of Premises

Exhibit C: Plan showing Trail Easement

[Remainder of Page Left Bank]

WITNESS our hands and seal this _____ day of _____, 2018.

Louie Roberto, Trustee of the East Street Realty Trust

Rita M. Roberto, Trustee of the East Street Realty Trust

For Trustees' Certificate see Essex South Registry of Deeds Book _____ Page _____

COMMONWEALTH OF MASSACHUSETTS
Essex, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared LOUIE ROBERTO and RITA M. ROBERTO, Trustees as aforesaid, proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Executed this _____ day of _____, 2018 as a sealed instrument.

BAY DEVELOPMENT LLC

By:

Brent McKenelley, Its Manager, duly
authorized

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared BRENT MCKENELLEY, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily as the duly authorized Manager of BAY DEVELOPMENT LLC for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE BY MIDDLETON CONSERVATION COMMISSION

We, the undersigned, being a majority of the Conservation Commission of the Town of Middleton, Essex County, Massachusetts, hereby certify that at a public meeting duly held on _____, 2018, the Conservation Commission voted to accept the foregoing Conservation Restriction from LOUIS ROBERTO and RITA M. ROBERTO, as TRUSTEES of the EAST STREET REALTY TRUST and BAY DEVELOPMENT LLC pursuant to Massachusetts General Laws, Chapter 40, §8C and Chapter 184, §32, and agree to be bound by its terms and do hereby accept the foregoing Conservation Restriction.

MIDDLETON CONSERVATION COMMISSION

Anthony Pesce, Chairman

Thomas Skinner

Andrea Nelson

Michael G. Sliney

Laurie York

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 201____ before me, the undersigned notary public, personally appeared the above members of the Conservation Commission for the Town of Middleton, who are personally known to me to be the individuals whose name is signed above, acknowledged to me that each signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

ACCEPTANCE AND APPROVAL BY TOWN OF MIDDLETON BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Middleton, Essex County, Massachusetts, hereby certify that the foregoing Conservation Restriction from LOUIS ROBERTO and RITA M. ROBERTO, as TRUSTEES of the EAST STREET REALTY TRUST and BAY DEVELOPMENT LLC to the TOWN OF MIDDLETON ACTING BY AND THROUGH ITS CONSERVATION COMMISSION is hereby accepted pursuant to G. L. Chapter 40, Section 8C and approved pursuant to G. L. Chapter 184, Section 32, at a public meeting duly held on _____, 2018

Middleton Board of Selectmen

By: _____
Kosta E. Prentakis, Chairman

By: _____
Brian M. Cresta

By: _____
Timothy P. Houten

By: _____
Rick Kassiotis

By: _____
Todd Moreschi

COMMONWEALTH OF MASSACHUSETTS
Essex, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above members of the Board of Selectmen for the Town of Middleton, who are personally known to me to be the individuals whose name is signed above, acknowledged to me that each signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from LOUIS ROBERTO and RITA M. ROBERTO, as TRUSTEES of the EAST STREET REALTY TRUST and EAST MEADOW DEVELOPMENT LLC to the TOWN OF MIDDLETON ACTING BY AND THROUGH ITS CONSERVATION COMMISSION has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2018

MATTHEW A. BEATON
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

That certain parcel of land shown as Conservation Restriction Easement Area (5.60 acres) on a plan entitled "Definitive Plan – Phase 1, Ridgewood Estates, Middleton, MA 01949" prepared by Williams & Sparages, LLC dated August 7, 2012, as revised June 1, 2013, which plan is recorded with the Essex South District Registry of Deeds in Plan Book 440, Plan 81, a reduced copy of which is attached hereto as Exhibit B.

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Essex South Registry of Deeds Plan Book 440, Page 81.

LIST OF WAIVERS REQUESTED

1. SECTION VIII R 1, WHICH REQUIRES CUL-DE-SAC STREETS NOT TO EXCEED 500 FEET IN LENGTH, AND IN PLACE THEREOF, PERMIT A LENGTH OF 1,500 FEET, AND A 100 FEET SETBACK.

2. SECTION VIII R 6.2, WHICH REQUIRES EASEMENTS TO BE A MINIMUM OF 10 FEET WIDE, IN PLACE THEREOF, ALLOW ELECTRICAL UTILITY, TEMPORARY SLOPE EASEMENTS AND DRAIN EASEMENTS LESS THAN 30 FEET WIDE AS SHOWN ON THE PLANS.

3. SECTION VIII C 2.4, WHICH REQUIRES THAT VELOCITIES IN STORM DRAINS NOT BE GREATER THAN 8 FEET PER SECOND, AND IN PLACE THEREOF, ALLOW GREATER THAN 8 FEET PER SECOND WITH APPROPRIATE RIPRAP PIPE.

4. SECTION VIII C 2.1, WHICH REQUIRES DRAIN PIPES TO HAVE A MINIMUM OF 3 FEET OF COVER, AND IN PLACE THEREOF, ALLOW COVER AS SHOWN ON PLANS WITH THE USE OF HIGH DENSITY POLYETHYLENE (HDPE) PIPE.

5. APPENDIX PAGE V, WHICH REQUIRES THAT TREES BE PLANTED NOT MORE THAN 30 FEET APART ALONG THE CROWN OF THE ROAD THEREOF, PERMIT A MINIMUM OF FOUR TREES PER LOT FOR LOTS WITH FRONTRAGES ON TWO WAYS AND THREE TREES PER LOT FOR ALL OTHER LOTS.

6. TYPICAL CROSS SECTION WHICH SHOWS MAXIMUM SLOPE OUTSIDE OF LAYOUT TO 10%: 1; AND ALLOW A 1.5% RIPRAP SLOPE.

7. TYPICAL CROSS SECTION WHICH SHOWS SIDEWALK ON BOTH SIDES OF THE TRAVELED WAY, AND ALLOW SIDEWALK AT THE PROXIMITY OF THE EXISTING CATCH BASIN JUST PAST THE INTERSECTION WITH TOWNE ROAD.

NOTES:

1. DATUM FOR ELEVATION SHOWN IS NAD 29.

2. LOCATION OF FLOOD HAZARD AREA ZONE AS TAKEN FROM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 25008C0401F, EFFECTIVE DATE JULY 3, 2012.

3. TOPOGRAPHIC FEATURES SHOWN ARE THE RESULT OF AN AERIAL PHOTOGEOGRAPHIC SURVEY PERFORMED BY COL-EAST USING A FLY-OVER DATED APRIL 15, 2011 AND AUGMENTED BY AN ACTUAL FIELD SURVEY BY WILLIAMS & SPARAGS, LLC.

4. THE LINES DEPICTING THE IPSWICH RIVER ARE TAKEN FROM A PLAN ON RECORD AT THE ESSEX COUNTY REGISTRY OF DEEDS IN PLAN BOOK 372 PAGE 78.

5. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN THE SUBDIVISION UNTIL THE BINDER COURSE OF THE BITUMINOUS CONCRETE ROADWAY SURFACE HAS BEEN INSPECTED BY THE SUPERINTENDENT OF PUBLIC WORKS OR AUTHORIZED AGENT, AND HIS RECOMMENDATION TO APPROVE THE OTHER COURSE IS APPROVED AND ACCEPTED BY THE PLANNING BOARD.

6. SEE ALSO PLANNING BOARD COVENANT RECORDED HEREWITHEIN.

7. LOTS A, B, C AND REMAINING LAND ARE NOT TO BE CONSIDERED SEPARATE BUILDING LOTS.

□ - DENOTES AN IRON PIPE TO BE SET BY OWNER UNLESS OTHERWISE NOTED

□ - DENOTES A GRANITE STONE BOUND WITH A DRILL HOLE TO BE SET BY THE OWNER UNLESS OTHERWISE NOTED

LEGEND OF ABBREVIATIONS

DH - DRILL HOLE
SBCH - STONE BOUND DRILL HOLE
FRC - FENCE POST
(RFG) - RECORD (SEE PLAN BOOK 372 PAGE 78)

CLERKS CERTIFICATION ON THE PLAN

DATE: 10-17-2013

I, Irene B. Twiss, CLERK OF THE TOWN OF MIDDLETON, DO HERBY CERTIFY THAT THE NOTICE OF APPROVAL OF THE PLAN BY THE PLANNING BOARD WAS RECEIVED AND APPROVED THIS TWENTY EIGHT (28) DAY OF OCTOBER, 2013, AND THAT NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS FROM THE DATE OF RECEIPT AND RECORDING OF SAID NOTICE.

Irene B. Twiss
TOWN CLERK

ZONE: INSTITUTIONAL OVERLAYING R1b

MINIMUM LOT AREA = 40,000 S.F.
MINIMUM LOT FRONTAGE = 25 FEET
MINIMUM LOT DEPTH, THROUGH BUILDING = 165 FEET
FRONT YARD SETBACK = 25 FEET
(OR 50 FEET TO CENTERLINE)
SIDE YARD SETBACK = 30 FEET
REAR YARD SETBACK = 30 FEET

MIDDLETON
PLANNING BOARD

*Johanna Cleckler
Christy Lefebvre
Dol J. Lyle
Beverly A. Pappalardo
Lori K. Knott*

DATE: 10/30/13

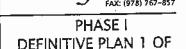


5	DEP Comments	06-01-13
4	Peer Review / DPW Comments	03-27-13
3	Conservation Items / Peer Review	02-28-13
2	Peer Review / Town Comments	01-16-13
1	Conservation Items	08-24-12
NO.	REVISION	DATE

DEFINITIVE PLAN - PHASE I
RIDGEWOOD ESTATES
MIDDLETON, MA 01949

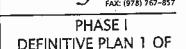
OWNER/APPLICANT: LAM PROPERTY MANAGEMENT,LLC 292 RENNINGTON STREET EAST BOSTON, MA 02128 BOOK 35150, PAGE 70 (ESRD) BOOK 35150, PAGE 70 (LSRD) BOOK 31530, PAGE 217 (ESRD) BOOK 300K, PAGE 87 (ESRD)	WILLIAM SPARAG Planners 191 SOUTH MAIN ST SUITE 101 MIDDLETON, MA 01949 PHONE: (978) 462-5458 FAX: (978) 462-5577
PROJECT LOCUS: 84 EAST STREET MIDDLETON, MA 01949	
ASSESSORS' REFERENCE: MAP 14 LOT 20 & 20T	
0' 60' 120' 240' SCALE: 1" = 120'	

WILLIAM SPARAG
Planners
191 SOUTH MAIN ST
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 462-5458
FAX: (978) 462-5577



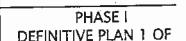
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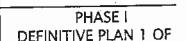
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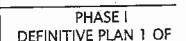
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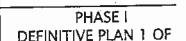
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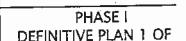
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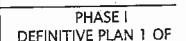
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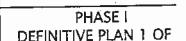
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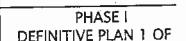
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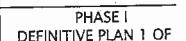
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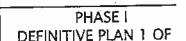
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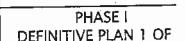
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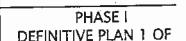
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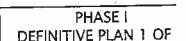
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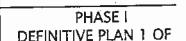
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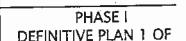
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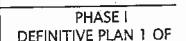
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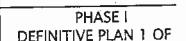
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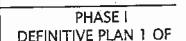
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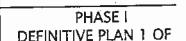
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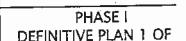
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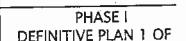
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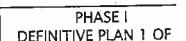
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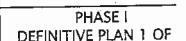
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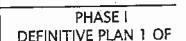
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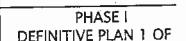
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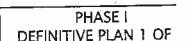
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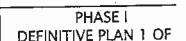
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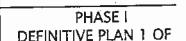
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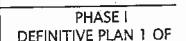
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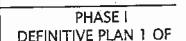
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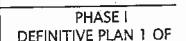
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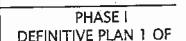
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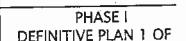
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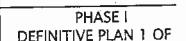
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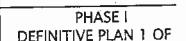
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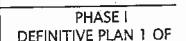
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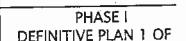
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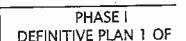
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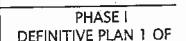
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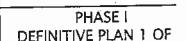
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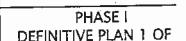
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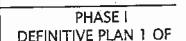
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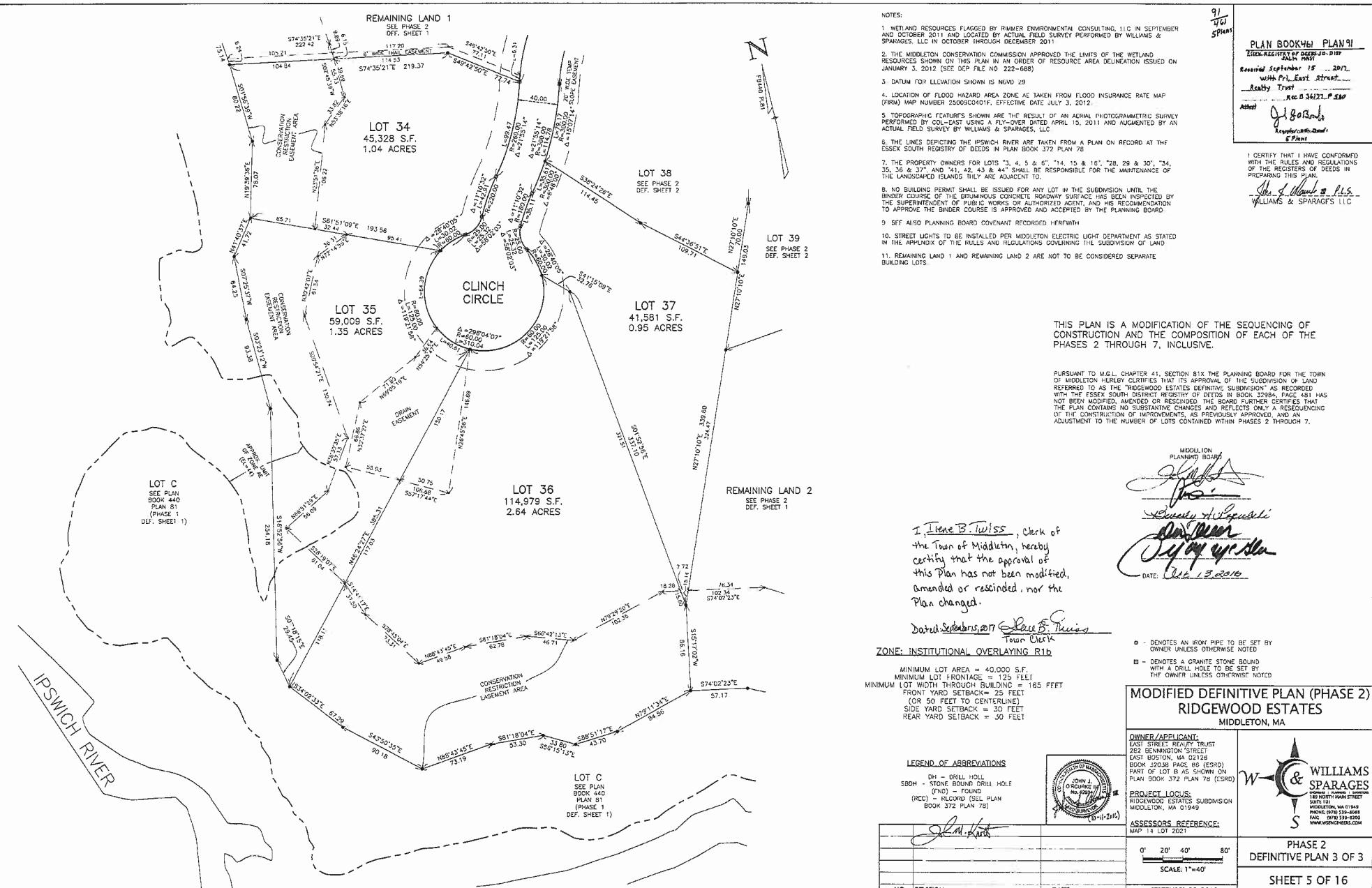
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EXHIBIT C
Plan showing 6' Wide Trail Easement





The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Matthew A. Beaton
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eea>

September 17, 2018

Melissa Ogden
Mann & Mann, P.C. Counsellors at Law
191 South Main Street
Suite 104
Middleton 01949-

Re: Draft Conservation Restriction Approved
CR Reference No.: 16559
CR Number: MIDDLETON #011
CR Address: Off Clinch Circle
Town: MIDDLETON

Dear Melissa:

Please find attached to this email, a copy of the approved draft. DO NOT MAKE ANY SUBSTANTIVE CHANGES TO THIS APPROVED DRAFT WITHOUT INFORMING US. Minor changes such as formatting or to correct typos or misspellings do not require notification.

Please proceed with obtaining local signatures and those of the grantor and grantee. Once obtained, please return one fully executed CR, in hard copy, to me (you may keep the original signature pages and provide copies), along with a pre-paid label for return mailing, for final legal review and approval, after which the CR will be left with Secretary Beaton for his final approval and signature. You may want to advise the parties that small changes may need to be made during the final review process (typos, missing words) but no substantive changes will be made without informing the parties and obtaining their assent/adoption of the changes. We cannot guarantee a specific timeline for this final review process.

I look forward to finalizing this. Please remember to use to our internal CR Reference Number and CR Number in all correspondence or inquiries.

Sincerely,
John Gioia
Conservation Restriction Reviewer
Division of Conservation Services
100 Cambridge Street, Suite 900
Boston, MA 02114
Phone: (617) 626-1138



Council on Aging
Old Town Hall
38 Maple Street
Middleton, MA. 01949
978-777-4067
www.townofmiddleton.org

5

November 27, 2018

Board of Selectmen
48 South Main Street
Middleton, MA. 01949

Re: Middleton Food Bank Donation / 2 Depot Square Ipswich Charitable Foundation

Please add the following donation to your agenda for acceptance by the Board of Selectmen for the Middleton Council on Aging, and notify me when the check has been accepted so that it can then be deposited.

Thank you.

Susan J. Hanson

Susan Gannon
COA Director

A donation has been made payable to the Town of Middleton Food Pantry.

Date: 11/19/2018

Name: 2 Depot Square Ipswich Charitable Foundation

Donation: \$5,000.00 Check Number: 1234567890

This donor would like to remain anonymous Yes No

Donation is in memory of or to honor:

2 DEPOT SQUARE
IPSWICH CHARITABLE FOUNDATION
2 DEPOT SQUARE
IPSWICH, MA 01938-1914

INSTITUTION FOR SAVINGS
NEWBURYPORT, MA 01950

2012
53-7094/2113
00
CHECK AMER

<u>Check Number</u>	<u>Payment Date</u>	<u>Amount</u>
2012	11/19/2018	\$5,000.00

Details on Back

FIVE THOUSAND and 00/100*****

Memo: SUPPORT FOR FOOD PANTRY

PAY
TO THE
ORDER
OF

MIDDLETON FOOD PANTRY



Reeler Lally

AUTHORIZED SIGNATURE



Security Features Included