HEARINGS, MEETINGS, LICENSES

1-26-15

DRAFT Goals and Objectives for the 2015 Regional Transportation Plan

The Southeastern Regional Planning and Economic Development District (SRPEDD) seeks input regarding the update of the Regional Transportation Plan (RTP). As a recipient of Federal Highway Administration (FWHA) and the Federal Transit Administration (FTA) funds through the Massachusetts Department of Transportation (MassDOT), SRPEDD strives to maintain a comprehensive, cooperative, and continuing transportation planning process as part of the Southeastern Massachusetts Metropolitan Planning Organization (SMMPO). The SMMPO is responsible for transportation policy and federal resource allocations in this region. The development and update of the RTP is part of this effort.

This RTP is an assessment of the transportation system that includes the cost to maintain this system into the future. The RTP update will continue to outline changes to adapt to a sustainable future by addressing the needs of today without jeopardizing the capability to maintain the system tomorrow. This update will also include assessments based on performance measures to ensure that transportation investments address issues that are cost effective and implemented in a timely manner. The RTP contributes to a comprehensive vision for the future of this region in addition to the goals and guidelines outlined in federal and state legislation.

Establishing a vision for transportation, expressed with goals and objectives, is the initial step in the update of the RTP. Federal and state guidelines established in the Moving Ahead for Progress in the 21st Century Act (MAP-21) are designed to incorporate local, regional and statewide goals and objectives through public participation. Although MAP-21 covers many of these principles, it is important to gain public input on the goals and objectives as they apply to southeastern Massachusetts. SRPEDD asks for your input as we begin the update of the Regional Transportation Plan for 2015.

DRAFT VISION STATEMENT

The Southeastern Massachusetts Metropolitan Planning Organization envisions a transportation system that integrates elements of "Smart Growth" planning. Specifically, the SMMPO intends to consider elements that preserve what is best about southeastern Massachusetts while promoting alternative modes of transportation, economic development, mobility, and safety throughout the entire transportation system. These planning efforts have evolved into the regional policies adopted by SRPEDD communities as part of the Priority Development Areas and Priority Protection Areas, to make this region an attractive place to work and live.

DRAFT GOALS AND OBJECTIVES

Safety

- **Goal:** To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- **Objectives:** Reduce the number and severity of motor vehicle, bicycle and pedestrian crashes; reduce serious injuries and fatalities associated with all modes of transportation.

System Preservation

- **Goal:** Promote the continued maintenance of the transportation system in a state of good repair.
- **Objectives:** Identify projects that address and repair federal aid eligible bridges and roads to an acceptable state of good repair; maintain, replace, or upgrade public transit systems; improve the on- and off-system facilities for bicycle and pedestrian use; continue to monitor transportation facilities subject to damage resulting from sea level rise, flooding, and other hazards.

Congestion Reduction
• **Goal:** Promote the reduction of congestion and delay for all modes of transportation.
• **Objectives:** Reduce delay through improvements to the transportation network; improve connectivity and reliability for alternative modes of transport; promote and develop ridesharing alternatives; support implementation of South Coast Rail to the region.

System Reliability
• **Goal:** To improve the efficiency of the transportation system while promoting transit, bicycling, and pedestrian alternatives.
• **Objectives:** Promote a reduction in automobile dependency with expansion of alternative transportation within and outside the SRPEDD region; continue support of transit, bicycling, and pedestrian improvements in the four cities and throughout the region; expand connectivity between the cities and the frequency of transit service; promote complete streets design with transportation improvements; promote multimodal connectivity at transit/MBTA stations; implement South Coast Rail service to the region.

Environmental Sustainability
• **Goal:** To enhance and preserve the transportation system while protecting the natural environment.
• **Objectives:** Promote the reduction Greenhouse Gas (GHGs) generated by all transportation modes; promote GHG reductions for Transportation Improvement Program (TIP) projects; promote methods to reduce negative impacts to the transportation system that are subject to sea level rise, flooding, and other natural hazards.

Economic Vitality and Freight Movement
• **Goal:** To improve the freight transportation network, strengthen the ability of communities to access national and international trade markets, and support regional economic development.
• **Objectives:** Promote the reduction of delay and the preservation of major bridges and roads used for freight movement and the commuting population; promote connectivity and enhanced rail networks to the region's ports for freight movement; continued support of Priority Development Areas established with the South Coast Rail planning effort; promote alternative modes of freight movement to the region.

Reduced project delivery delays
• **Goal:** Reduce project costs, promote jobs and the economy, and expedite the movement of people and goods. Accelerate project completion by elimination of delays in the project development and delivery process, the reduction of regulatory burdens, and improvement of agencies' work practices.
• **Objectives:** Continued support of the Accelerated Bridge Program; continue to educate communities on the TIP process; encourage projects that seek alternative funding with flexible design criteria to expedite implementation; develop TIP evaluation criteria/performance measures for project ranking.

What is next?
Over the next few months, SRPEDD staff will engage elected officials, committees, advisory groups and the general public throughout the region for input on transportation needs. We ask for assistance with this public outreach to ensure that the Regional Transportation Plan addresses the needs of all users in southeastern Massachusetts.

Please visit our website, www.srpedd.org, for more information on the Regional Transportation Plan, provide your comments and to participate in our online survey regarding the transportation needs of the region.

SRPEDD

Working toward a better transportation system.

SMMPO

The Southeastern Massachusetts Metropolitan Planning Organization

Find us on: facebook®

www.facebook.com/SRPEDD

Southeastern Regional Planning and Economic Development District

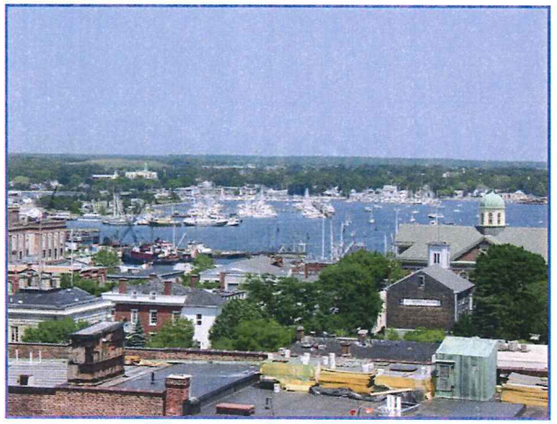
88 Broadway
Taunton, MA 02780

Ph. 508 824-1367
Fax 508 823-1803

www.srpedd.org

Follow us on Twitter

https://twitter.com/SRPEDD_NEWS



Take Our Brief Survey

www.surveymonkey.com/s/regtransplan

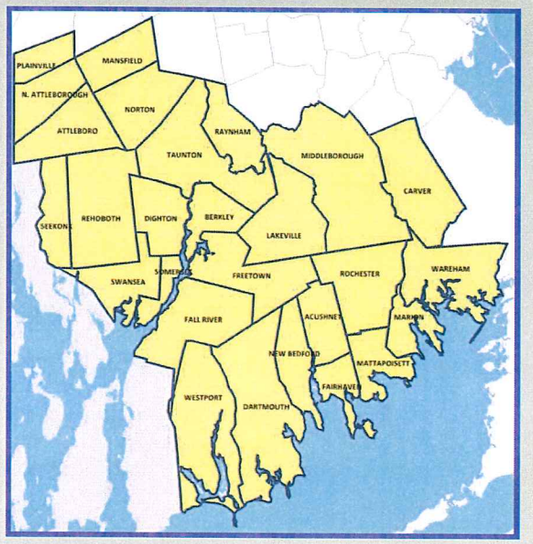
If you drive, ride, fly, bike or walk please take our quick survey and tell us what your needs and wishes are for the transportation system. Thank you!

Share Your Ideas

Your Voice Matters

Regional Transportation Plan

Acushnet	Lakeville	Raynham
Attleboro	Mansfield	Rehoboth
Berkley	Marion	Rochester
Carver	Mattapoisett	Seekonk
Dartmouth	Middleborough	Somerset
Dighton	New Bedford	Swansea
Fairhaven	N. Attleborough	Taunton
Fall River	Norton	Wareham
Freetown	Plainville	Westport



Among our Goals & Objectives-

- Achieve a significant reduction in traffic fatalities and serious injuries on all public roads.

- Repair bridges and roads; upgrade public transit systems; improve facilities for bicycle & pedestrian use.

- Monitor transportation facilities subject to sea level rise, flooding and other hazards.

- Enhance the performance of the transportation system while protecting the natural environment; promote the reduction of Greenhouse Gases.

- Reduce congestion & delay for all transportation modes; promote & implement South Coast Rail service from Boston to our region.

- Improve the freight network, strengthen the ability of communities to access national and international markets and support regional economic development.

- Promote transit, bicycling and walking alternatives to reduce the reliance on automobiles

CRANBERRY CAPITAL
OF THE WORLD

Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

MEMORANDUM

TO: Assessor's Office
Conservation Commission
Planning Board
Park Department
Zoning Board
Historical Commission
Agricultural Commission

FROM: Board of Selectmen

DATE: January 6, 2014

RE: Town's Option to Buy Chapter Land-Notice to sell or convert
Thomas Street, Assessors Map 061, Lots 6035, 6117, 6119, 6128, 6137, 6162 and 6188

The Board of Selectmen has received notice that **C&G Lawton Realty Trust, Estate of Russell Lawton, Craig Lawton and Gloria Lawton** of Middleborough has signed a Purchase & Sale Agreement for property located on **Thomas Street,** Assessors Map 061, Lots 6035, 6117, 6119, 6128, 6137, 6162 and 6188 consisting of approximately 7.37 acres of land.

Please submit written comments regarding this property to the Board by 12 Noon on Wednesday, January 14, 2015.

Thank you.

Attachments

MEMORANDUM

TO: Board of Selectmen

FROM: Patricia J. Cassady, Conservation Agent

DATE: January 12, 2015

RE: Town's Option to Buy Chapter Land – Notice to sell or convert **Thomas Street, Assessors Map 61, Lots 6035, 6117, 6119, 6128, 6237, 6162 & 6188**

The Conservation Commission reviewed the documents from Attorney Craig Medeiros regarding the above-mentioned properties at their December 18, 2014 meeting.

The Conservation Commission decided to take *no action* in seeking purchase of any of these parcels of land.

If you have any questions regarding this matter don't hesitate to contact the Conservation Department at 508-946-2406.

Thank you

pjc

Town of Middleborough

Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

Telephone (508) 946-2425
Fax (508) 946-1991

January 13, 2015

Board of Selectmen
Town Office Building
20 Center Street, Third Floor
Middleborough, MA 02346

Re: C&G Lawton Realty Trust (Estate of Russell Lawton-Craig Lawton & Gloria Lawton), Thomas St, Chapter 61A
Assessors Map 61, Lot(s) 6035, 6117, 6119, 6128, 6137, 6162, & 6188 (Lot(s) 1, 2, 3 & 4)

Honorable Board:

The Planning Board voted at their meeting of January 13, 2015, to recommend that the Town not exercise the Chapter 61A Agricultural Tax Program Option for the above referenced C&G Lawton Realty Trust (Estate of Russell Lawton-Craig Lawton & Gloria Lawton property located on Thomas Street. The 61A Notice was sent to the Town Boards dated December 18, 2014.

If you have any questions, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

Michael J. Labonte, Chairman
for the Middleborough Planning Board

CC: Conservation Commission
Board of Assessors

C&G Lawton Realty Trust
Estate of Russell Lawton-Craig Lawton & Gloria Lawton
221 Thomas Street
Middleboro, MA 02346
Phone: (508) 947-7465

RECEIVED
DEC 18 2014
BOARD OF SELECTMEN
MIDDLEBOROUGH, MA

December 18, 2014

Board of Selectmen
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

Board of Assessors
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

Planning Board
Middleboro Town Hall
Middleboro, MA 02346

Conservation Commission
Middleboro Town Hall
Middleboro, MA 02346

Bureau of Forestry
251 Causeway Street, Suite 600
Boston, MA 02114

RE: Notice of Intent to Sell for residential use land which is or was taxed and classified as Agricultural land under Chapter 61A of Massachusetts General Laws.

Dear Sir or Madam:

The above entitled notice is being herewith provided to you pursuant to the applicable provisions of Section 14 of Chapter 61A of the Massachusetts General Laws.

The property in question is located on Thomas Street and is more particularly shown as Map 61, Lots 6035, 6117, 6119, 6128, 6137, 6162 and 6188 and further delineatead as Lots 1, 2, 3, and 4 (see attached Assessors Plan and plan drawn by Outback Engineering), consisting of approximately 7.37 acres of land and as set forth in Agricultural Liens recorded at the Plymouth County Registry of Deeds.

It is the intention of the above-referenced as the owners of this property to sell this land which will then be converted to a residential use. Pursuant to the said Statute because of such intended sale/conversion from agricultural use to residential use the Town of Middleborough has an option to purchase this property at the same price and terms as such intended sale. The sales price for the subject premises is Four Hundred Thousand and 00/100 ($400,000.00) Dollars as

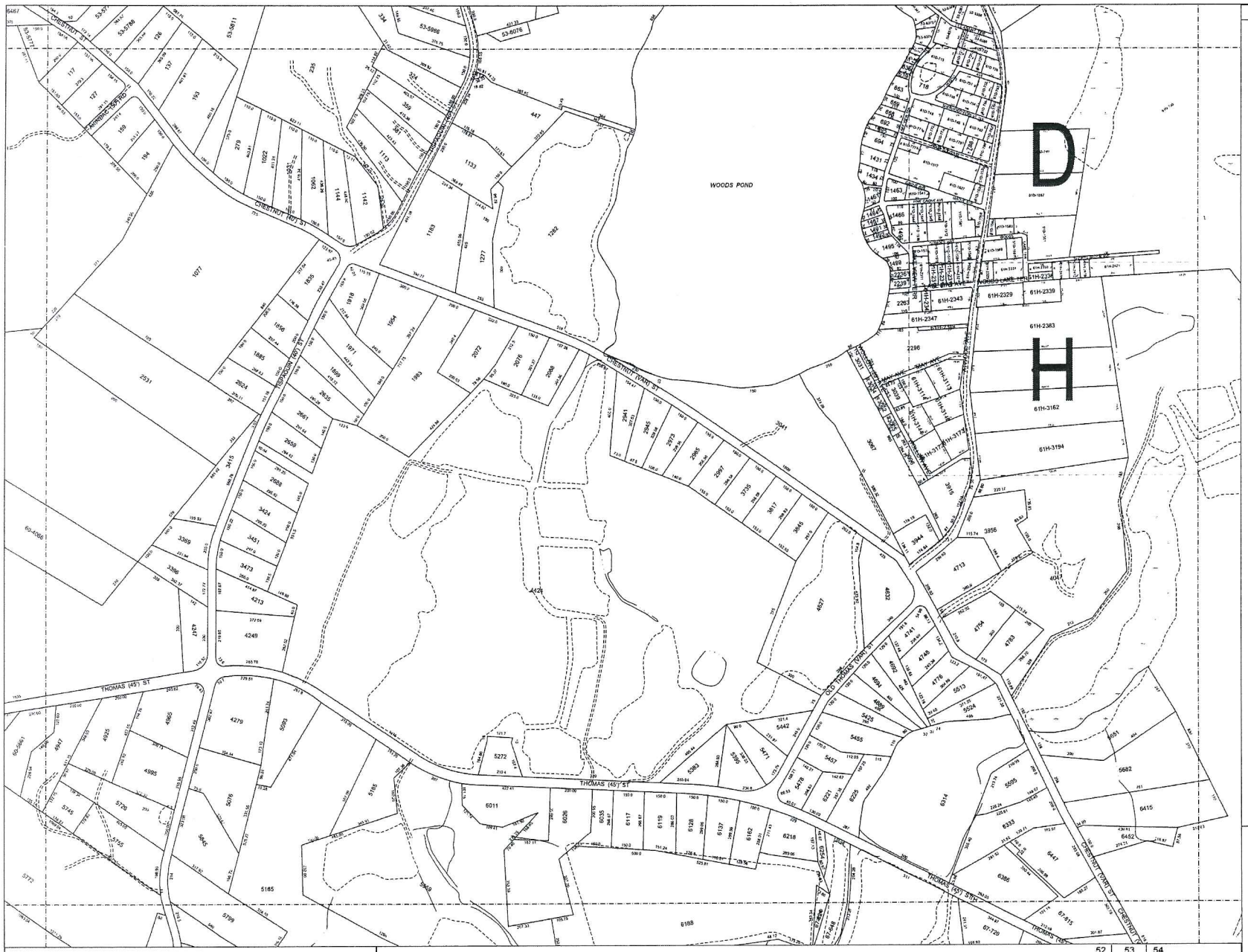
more particularly described in the attached Purchase and Sale Agreement. The statute requires you to hold a public hearing to decide whether the Town would like to purchase this property. We would respectfully request you to do so at your earliest convenience as the anticipated closing date for this property is due to occur in January 2015.

Although your town is entitled to a one hundred twenty (120) day period to exercise its option to purchase this land for that same price, it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned owners that the option will not be exercised must be made in writing signed by the Board of Selectmen, and should be mailed to Craig Medeiros, Esquire, 98 East Grove Street, Suite 201, Middleboro, MA 02346.

Thank you.

C&G Lawton Realty Trust,
Estate of Russell Lawton,
Craig Lawton and Gloria Lawton,
By Their Attorney:

By:_____
Craig Medeiros, Esq.



PARCEL	AREA
127	40,080 SqFt
128	1.10 Acres
129	42,000 SqFt
130	1.01 Acres
131	1.02 Acres
132	1.00 Acres
133	43,560 SqFt
134	1.00 Acres
135	1.23 Acres
136	1.22 Acres
137	1.03 Acres
138	2.17 Acres
139	1.01 Acres
140	1.06 Acres
141	1.00 Acres
142	870 SqFt
143	2.40 Acres
144	3,200 SqFt
145	3,200 SqFt
146	3,200 SqFt
147	3,200 SqFt
148	3,200 SqFt
149	3,200 SqFt
150	6,970 SqFt
151	3,200 SqFt
152	3,200 SqFt
153	1.05 Acres
154	1.14 Acres
155	1.02 Acres
156	0.50 Acres
157	1.05 Acres
158	1.06 Acres
159	1.06 Acres
160	1.11 Acres
161	1.10 Acres
162	1.04 Acres
163	12.70 Acres
164	43,560 SqFt
165	19,600 SqFt
166	3,850 SqFt
167	3,850 SqFt
168	3,850 SqFt
169	3,850 SqFt
170	3,850 SqFt
171	3,850 SqFt
172	3,850 SqFt
173	3,850 SqFt
174	3,850 SqFt
175	13,070 SqFt
176	6,250 SqFt
177	1.29 Acres
178	43,560 SqFt
179	43,560 SqFt
180	41,382 SqFt
181	1.00 Acres
182	41,382 SqFt
183	2.14 Acres
184	1.39 Acres
185	4.75 Acres
186	1.84 Acres
187	1.15 Acres
188	1.00 Acres
189	1.00 Acres
190	1.00 Acres
191	13,870 SqFt
192	1.84 Acres
193	3.00 Acres
194	43,560 SqFt
195	43,560 SqFt
196	1.00 Acres
197	43,560 SqFt
198	1.52 Acres
199	40,816 SqFt
200	40,250 SqFt
201	43,560 SqFt
202	40,250 SqFt
203	40,080 SqFt
204	40,080 SqFt
205	40,250 SqFt
206	41,580 SqFt
207	41,580 SqFt
208	7,500 SqFt
209	9,600 SqFt
210	1.00 Acres
211	1.83 Acres
212	1.84 Acres
213	4,741 SqFt
214	6,961 SqFt
215	13,240 SqFt
216	10,120 SqFt
217	41,382 SqFt
218	1.10 Acres
219	1.10 Acres
220	43,560 SqFt
221	41,382 SqFt
222	41,382 SqFt
223	40,591 SqFt
224	40,591 SqFt
225	1.84 Acres
226	1.84 Acres
227	1.53 Acres
228	1.00 Acres
229	37,026 SqFt
230	1.00 Acres
231	2.50 Acres
232	40,000 SqFt
232-A	75.37 Acres
233	1.50 Acres
234	2.00 Acres
235	31,364 SqFt
236	31,364 SqFt
237	31,364 SqFt
238	1.84 Acres
239	39,899 SqFt
240	30,000 SqFt
241	1.01 Acres
242	30,000 SqFt
243	1.30 Acres
244	1.30 Acres
245	1.84 Acres
246	1.84 Acres
247	1.84 Acres
248	1.84 Acres
249	1.84 Acres
250	1.59 Acres
251	1.84 Acres
252	1.84 Acres
253	18,730 SqFt
254	37,400 SqFt
255	36,720 SqFt
256	33,180 SqFt
257	34,450 SqFt
258	1.62 Acres
259	31,364 SqFt
260	34,000 SqFt
261	34,000 SqFt
262	34,000 SqFt
263	1.23 Acres
264	1.00 Acres
265	1.00 Acres
266	1.00 Acres
267	32,670 SqFt
268	1.84 Acres
269	1.00 Acres
270	1.00 Acres
271	1.00 Acres
272	1.00 Acres
273	22,00 Acres
274	1.84 Acres
275	1.00 Acres
276	27,000 SqFt
277	40,000 SqFt
278	40,000 SqFt
279	40,000 SqFt
280	40,000 SqFt
281	40,000 SqFt
282	40,000 SqFt
283	12,70 Acres
284	1.00 Acres
285	30,000 SqFt
286	13,000 SqFt
287	7,000 SqFt
288	9,00 Acres
289	1.00 Acres
290	1.00 Acres
291	3.00 Acres
292	3.00 Acres
293	3.00 Acres
294	40,000 SqFt

Legend

DIRT ROAD/CART PATH/DRIVEWAY	
TOWN LINE	
MAP MATCH LINE	
POWER EASEMENT	
STREAM RIVER	
DEED DIMENSION	150.00
SCALED DIMENSION	150
PARCEL NUMBER	2222
LAKE POND	
VETLANDS	
PARCEL NUMBER ADJ SHEET	106-222
CADASTRAL GRID	

COMMENTS:
THESE PLANS ARE FOR TAX ASSESSMANT PURPOSES ONLY. THE FIGURES SHOWN ARE NOT THE RESULT OF GROUND SURVEY, AND ARE NOT TO BE USED FOR WRITING DEEDS OR OTHER LEGAL DOCUMENTS.

DATA SOURCES:
AERIAL PHOTOGRAPHY DATED APRIL 26, 1997
CONTROL AND AEROTRIANGULATION BY ADR ASSOCIATES, INC PENNSAUKEN, NJ
STERO COMPILATION PREPARED BY GEOID CORPORATION NEWFOUNDLAND, NJ

PREPARED BY TOWN OF MIDDLEBOROUGH
ASSESSING DEPARTMENT
MIDDLEBOROUGH, MASSACHUSETTS

Access Path Designation:
Designation of a way as an Access Path is solely for E-911 and building address purposes. Designation of a way as an Access Path shall not be construed as a determination that the way is a public way, a way shown on an approved subdivision plan, a street as defined in the Town of Middleborough Zoning By-Laws, a way for purposes of the Subdivision Control Law or a way or street for any other purpose.

TOWN OF MIDDLEBOROUGH

PLYMOUTH COUNTY, MASSACHUSETTS

200 0 200 400
SCALE: 1 INCH = 200 FEET
GRID IS BASED ON MA STATE PLANE COORDINATE SYSTEM

52	53	54
60		62
66	67	68

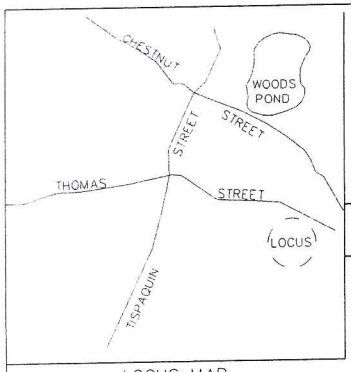
TAX MAP 61

NOTES:

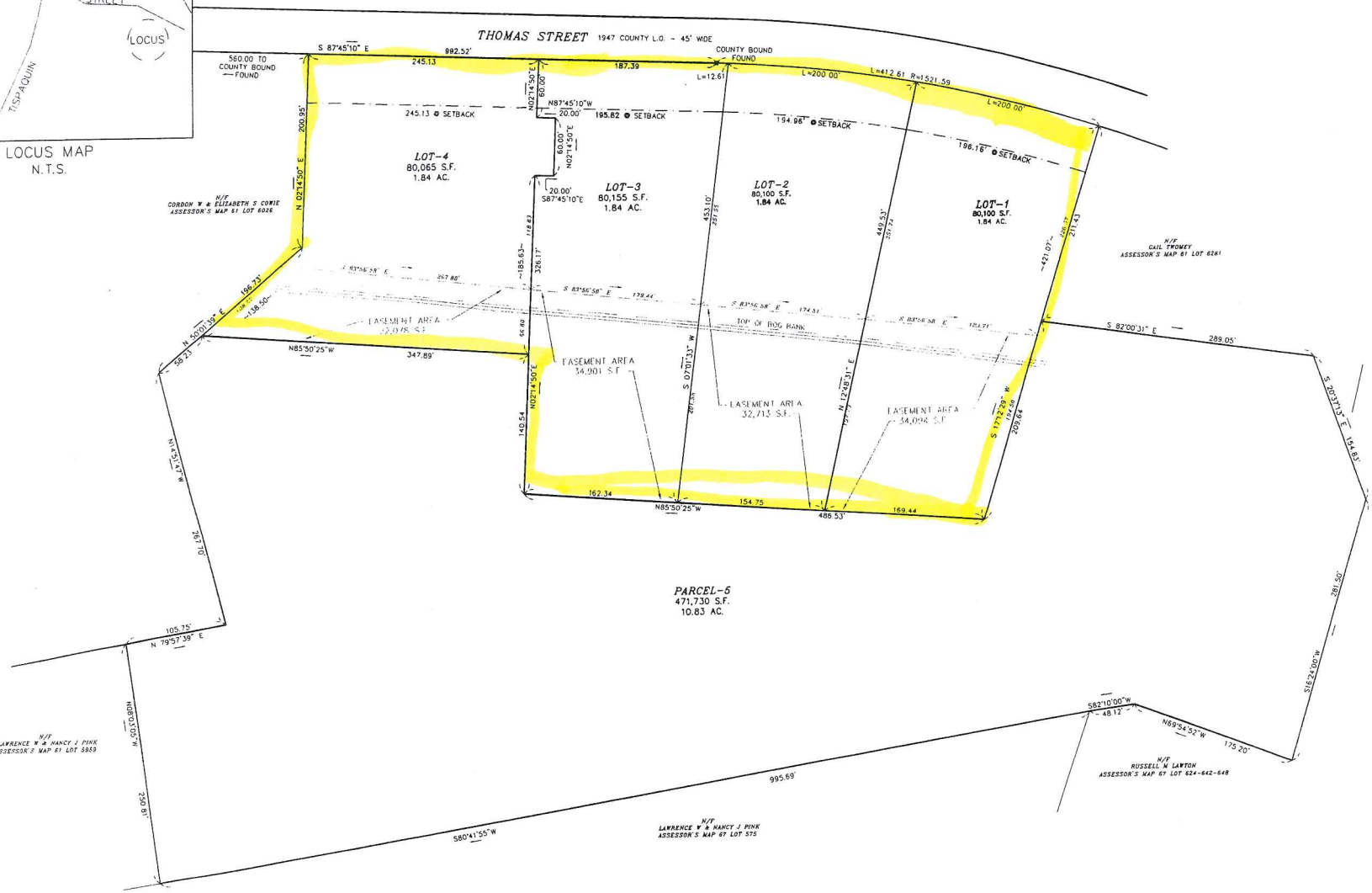
THE PURPOSE OF THIS PLAN IS TO RECONFIGURE ASSESSORS MAP: 61 LOTS: 6035 6117 6119 6128 6137 6162 6188 INTO FOUR BUILDING LOTS AND ONE UNBUILDABLE PARCEL

WATER RESOURCE PROTECTION DISTRICT Z4

ZONING RESIDENCE R	
LOT AREA	80,000 S.F.
LOT WIDTH	180 FT.
LOT FRONTAGE	200 FT
FRONT SET-BACK	50 FT.
SIDE & REAR-YARDS	10 FT



LOCUS MAP
N.T.S.



FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS

PROFESSIONAL LAND SURVEYOR

PLANNING BOARD'S ENDORSEMENT
MAKES NO DETERMINATION AS TO COMPLIANCE WITH ZONING
PLANNING BOARD APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

DATE

MIDDLEBOROUGH PLANNING BOARD

OWNER

RUSSELL M LAWTON

ASSESSORS MAP: 61
LOTS 6035 6117 6119 6128 6137 6162 6188

DEED BOOK 18104 PAGE 135

PLAN OF LAND
ON
THOMAS STREET
IN
MIDDLEBOROUGH
MASSACHUSETTS

Outback Engineering Incorporated
165 EAST GROVE STREET
MIDDLEBOROUGH, MA 02346
TEL: (508)-946-9231
FAX: (508)-947-8873

DATE: OCTOBER 24, 2014
DRAWN BY JAY CHECKED BY
SCALE 1"=50' SHEET 1 OF 1
0 50' 100' 150'

OE-2639

PURCHASE AND SALE AGREEMENT

This 1st day of June, 2014.

1. PARTIES	Craig Lawton, Gloria Lawton, and Craig Lawton, Trustee of the C&G Lawton Realty Trust u/d/t dated June 1, 1981, and recorded at the Plymouth County Registry of Deeds in Book 5173 Page 2, of 221 Thomas Street, Middleboro, Massachusetts, hereinafter referred to as the SELLER, agrees to SELL and Falconeiri Construction, Inc., a Massachusetts Corporation, or nominee, of 88 W. Grove Street, Middleboro, Massachusetts, hereinafter referred to as the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION	Those certain parcels of land only on Thomas Street in Middleboro, Massachusetts, being more particularly shown as Lot 4 (a portion thereof), 5, 6, 7, 8, 9, and a portion of Lot 10, as shown on a plan of land entitled, "Amended Plan of Lots, Thomas Street, Middleborough, Massachusetts," which plan is dated January 5, 1982, and recorded at the Plymouth Registry of Deeds in Plan Book 22 at Page 911. The portion of Lot 10 to be conveyed shall be sufficient to enable the Buyer to obtain four (4) buildable lots at the subject premises. The Buyer shall grant to the Seller an easement over the portion of Lot 10 conveyed to allow for the Seller to continue its operation of cranberry bogs on such property.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES	~~Included in the sale as a part of said premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, sprinklers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, refrigerators, ventilators, dishwashers, washing machines and dryers.~~
4. TITLE DEED	Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

	(a) Provisions of existing building and zoning laws; (b) Existing rights and obligations in party walls which are not the subject of written agreement; (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; (d) Any liens for municipal betterments assessed after the date of this agreement which the Seller does not have notice of; (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises as a residential building lot;
5. PLANS	If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE	In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE	The agreed purchase price of said premises is Four Hundred Thousand and 00/100 ($400,000.00) Dollars of which: $ 10,000.00 Is paid herewith as a deposit; $ 390,000.00 Are to be paid at the time of delivery of the deed in cash, or by cashier's, treasurer's or bank check. --- $ 400,000.00 TOTAL
8. TIME FOR PERFORMANCE; DELIVERY OF DEED	Such deed is to be delivered at 2 o'clock P. M. on or before the 29th day of August 2014, at the Plymouth County Registry of Deeds, or upon three (3) days written notice at the buyer's lender's counsel's office, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITIONS OF PREMISES	Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM	If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.	If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE	The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

	(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED	The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE	To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or suitable arrangements are made for their recording promptly thereafter.
15. INSURANCE	Until the delivery of the deed, the SELLER shall maintain insurance on said premises as presently insured.
16. ADJUSTMENTS	Real Estate Taxes for the current year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES	If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE	None.
19. BROKER(S) WARRANTY	None.

20. DEPOSIT	All deposits made hereunder shall be held in escrow by the Law Office of Craig Medeiros, as Escrow Agent ("Escrow Agent") subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. If a dispute arises between SELLER and BUYER concerning either party's right to the deposit made under this agreement, then the escrow agent shall make no disbursement of the deposits received unless and until he receives written notice from both the SELLER and BUYER, or an order from a court of competent jurisdiction, directing the disbursement of the funds or any portion thereof. In the event of litigation between BUYER and SELLER, the escrow agent may deliver the deposits to the clerk of any court in which said litigation is pending or to a court of competent jurisdiction and therein commence an action for interpleader. The deposits shall be held in a non-interest bearing account. If escrow agent is counsel for either party, the fact that the counsel served as escrow agent shall not prevent counsel from continuing to represent its client in connection with any dispute arising out of or relating to this Agreement.
21. BUYER'S DEFAULT; DAMAGES	If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER's sole and exclusive remedy at law or in equity.
22. WARRANTIES AND REPRESENTATIONS	The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE BUYER acknowledges that BUYER has had the opportunity to have the Premises inspected by experts or consultants of BUYER's choosing and is satisfied with any reports so obtained.

23. CONSTRUCTION OF AGREEMENT	This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and to BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
24. LEAD PAINT LAW	~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. The BUYER acknowledges receipt of the Lead Paint Disclosure forms required by the Massachusetts Department of Public Health.~~
25. SMOKE DETECTORS & CARBON MONOXIDE DETECTORS	~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law. This provision shall be deemed to be satisfied if the SELLER provides a certificate of occupancy from the City of Taunton.~~
26. ADDITIONAL PROVISIONS	The initialed riders, if any attached hereto, are incorporated herein by reference, namely Rider "A".
27. TITLE AND PRACTICE STANDARDS	Any matter or practice arising under or relating to this agreement which is the subject of a practice or title standard of the Real Estate Bar Association shall be governed by such standard to the extent applicable.
28. NOTICES	Any notice to be given hereunder shall be deemed duly given if mailed by certified mail, return receipt requested, or delivered by any form of private delivery requiring a signed receipt, postage and charges prepaid, to the parties at their addresses set forth above.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:

Craig Lawton

Gloria Lawton

C&G Lawton Realty Trust:

Craig Lawton, Trustee

BUYER:

Falconeiri Construction, Inc.

Matthew Falconeiri, President and Treasurer

RECEIVED
DEC 18 2014
BOARD OF SELECTMEN
MIDDLEBOROUGH, MA

John L. Melville
8 Pine Street
Middleboro, MA 02346
Phone: 774-263-5933

December 18, 2014

Board of Selectmen
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

Board of Assessors
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

Planning Board
Middleboro Town Hall
Middleboro, MA 02346

Conservation Commission
Middleboro Town Hall
Middleboro, MA 02346

Bureau of Forestry
251 Causeway Street, Suite 600
Boston, MA 02114

RE: Notice of Intent to Sell for residential use land which is or was taxed and classified as Agricultural land under Chapter 61A of Massachusetts General Laws.

Dear Sir or Madam:

The above entitled notice is being herewith provided to you pursuant to the applicable provisions of Section 14 of Chapter 61A of the Massachusetts General Laws.

The property in question is located on Pine Street and is more particularly shown as Map 97, Lot 3595, Map 97 Lot 4221 and Map 97, Lot 4415 (see attached Assessors Plan), consisting of approximately 12.32 acres of land as shown on the Middleborough Assessor's Map as set forth in Agricultural Liens recorded at the Plymouth County Registry of Deeds in Book 5939, Page 316, Book 5939, Page 317, Book 12255, Page 223 and Book 12255 Page 224.

It is the intention of me as the owner of this property to sell this land which will then be converted to a residential use. Pursuant to the said Statute because of such intended sale/conversion from agricultural use to residential use the Town of Middleborough has an option to purchase this property at the same price and terms as such intended sale. The sales price for the subject premises is Two Hundred Fifty-Five Thousand and 00/100 ($255,000.00) Dollars as more particularly described in the attached Purchase and Sale Agreement. The statute

requires you to hold a public hearing to decide whether the Town would like to purchase this property. We would respectfully request you to do so at your earliest convenience as the anticipated closing date for this property is February 16, 2015.

Although your town is entitled to a one hundred twenty (120) day period to exercise its option to purchase this land for that same price, it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned owners that the option will not be exercised must be made in writing signed by the Board of Selectmen, and should be mailed to Craig Medeiros, Esquire, 98 East Grove Street, Suite 201, Middleboro, MA 02346.

Thank you.

By: _____
John L. Melville

CRANBERRY CAPITAL
OF THE WORLD

Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

MEMORANDUM

TO: Assessor's Office
Conservation Commission
Planning Board
Park Department
Zoning Board
Historical Commission
Agricultural Commission

FROM: Board of Selectmen

DATE: January 6, 2015

RE: Town's Option to Buy Chapter Land-Notice to sell or convert
Pine Street, Assessors Map 097, Lots 4221, 3595 and 4415

The Board of Selectmen has received notice that John Melville of Middleborough has signed a Purchase & Sale Agreement for property located on Pine Street, Assessors Map 097, Lots 3595, 4221, and 4415 consisting of approximately 12.32 acres of land.

Please submit written comments regarding this property to the Board by 12 Noon on Wednesday, January 14, 2015.

Thank you.

Attachments

MEMORANDUM

TO: Board of Selectmen

FROM: Patricia J. Cassady, Conservation Agent

DATE: January 12, 2015

RE: Town's Option to Buy Chapter Land – Notice to sell or convert **Pine Street Assessors Map 97, Lots 4221, 3595 & 4415.**

The Conservation Commission reviewed the documents from Attorney Craig Medeiros regarding the above-mentioned properties at their December 18, 2014 meeting.

The Conservation Commission decided to take *no action* in seeking purchase of any of these parcels of land.

If you have any questions regarding this matter don't hesitate to contact the Conservation Department at 508-946-2406.

Thank you

pjc

Town of Middleborough

Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

Telephone (508) 946-2425
Fax (508) 946-1991

January 13, 2015

Board of Selectmen
Town Office Building
20 Center Street, Third Floor
Middleborough, MA 02346

Re: John L. Melville, Pine St, Chapter 61A
Assessors Map 97 Lot(s) 3595, 4221 & 4415

Honorable Board:

The Planning Board voted at their meeting of January 13, 2015, to recommend that the Town not exercise the Chapter 61A Agricultural Tax Program Option for the above referenced John L. Melville property located on Pine Street. The 61A Notice was sent to the Town Boards dated December 18, 2014.

If you have any questions, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

Michael J. Labonte, Chairman
for the Middleborough Planning Board

CC: Conservation Commission
Board of Assessors

Assessor's Office

10 Nickerson Avenue
Middleborough, Massachusetts 02346

Telephone (508) 946-2410
Fax (508) 946-4430

December 18, 2014

Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

Honorable Members,

John Melville, owner of land located on Pine Street in Middleborough and shown as lots 4221, 3595 and 4415 on Assessors' map 097 has informed our office that he intends to sell or convert his land which is currently classified under Chapter 61A to another use.

The Board of Assessors has no objection to the removal of this land from Chapter 61A Agricultural/Horticultural classification.

Sincerely,

Anthony F. Freitas, Chairman

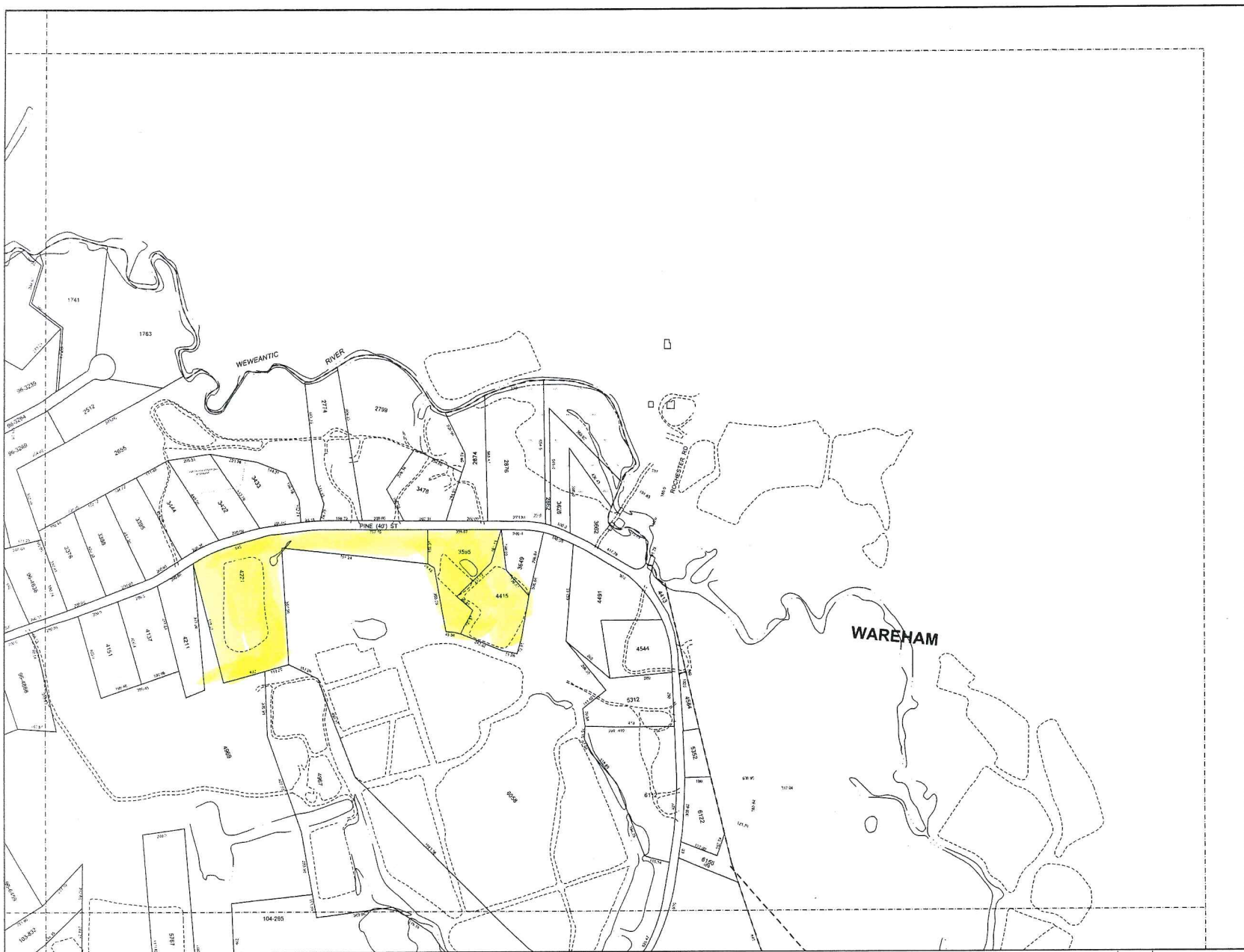
Paula Burdick

Paula Burdick

Diane S. Maddigan

Diane Maddigan
Middleborough Board of Assessors

AF/be



PARCEL	AREA
1726	9,500 SqFt
1741	3.43 Acres
1742	6.22 Acres
2572	1.50 Acres
2656	3.76 Acres
2734	2.06 Acres
2792	2.41 Acres
2874	1.84 Acres
2876	1.70 Acres
3376	1.84 Acres
3380	1.84 Acres
3395	1.84 Acres
3422	1.84 Acres
3433	1.84 Acres
3444	1.84 Acres
3478	1.84 Acres
3656	2.33 Acres
3656	1.79 Acres
3649	1.68 Acres
3662	1.74 Acres
4137	1.84 Acres
4151	1.84 Acres
4211	1.84 Acres
4227	1.72 Acres
4415	6,393 SqFt
4491	2.32 Acres
4491	3.30 Acres
4544	1.74 Acres
4584	13,951 SqFt
4969 A	9.43 Acres
4969	2.84 Acres
4987	35.77 Acres
5187	2.00 Acres
5352	2.00 Acres
6122	3.00 Acres
6150	27.50 Acres
6112	3.26 Acres
6122	1.55 Acres
6150	25,500 SqFt

Legend

TOWN LINE	DIRT ROAD/CART PATH/DRIVEWAY
MAP MATCH LINE	RAILROAD
POWER EASEMENT	STREAM, RIVER
DEED DIMENSION	195.00 LAKE, POND
SCALED DIMENSION	100 WETLANDS
PARCEL NUMBER	2222 CRANBERRY BOG
PARCEL NUMBER ADJ. SHEET	102-2222

COMMENTS:
THESE PLANS ARE FOR TAX ASSESSMANT PURPOSES ONLY. THE FIGURES SHOWN ARE NOT THE RESULT OF GROUND SURVEY, AND ARE NOT TO BE USED FOR WRITING DEEDS OR OTHER LEGAL DOCUMENTS

DATA SOURCES:
AERIAL PHOTOGRAPHY DATED APRIL 26, 1997
CONTROL AND AEROTRIANGULATION BY ADR ASSOCIATES, INC PENNSAUKEN, NJ
STERO COMPILATION PREPARED BY GEOD CORPORATION NEWFOUNDLAND, NJ

PREPARED BY: TOWN OF MIDDLEBOROUGH
ASSESSING DEPARTMENT
MIDDLEBOROUGH, MASSACHUSETTS

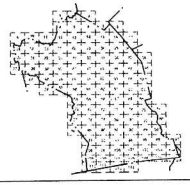
Access Path Designation:
Designation of a way as an Access Path is solely for E-911 and building address purposes. Designation of a way as an Access Path shall not be construed as a determination that the way is a public way, a way shown on an approved subdivision plan, a street as defined in the Town of Middleborough Zoning By-Laws, a way for purposes of the Subdivision Control Law or a way or street for any other purpose.

TOWN OF MIDDLEBOROUGH

PLYMOUTH COUNTY, MASSACHUSETTS

200 0 200 400
SCALE: 1 INCH = 200 FEET
GRID IS BASED ON MA STATE PLANE COORDINATE SYSTEM

90	
96	97
103	104



TAX MAP 97

PURCHASE AND SALE AGREEMENT

This 15 th day of November , 2014.

1. PARTIES	I, John L. Melville, of 8 Pine street, Middleboro Masachusetts, hereinafter called the SELLER, agrees to SELL and Edward J. Medeiros, Trustee of the Three Realty Trust, u/d/t dated October 2, 1987, and recorded at the Plymouth County Registry of Deeds in Book 8050 at Page 31, or its nominee, of P.O. Box 306, 113 East Grove Street, Middleboro, Massachusetts, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION	A certain parcel of land with all the buildings and improvements situate thereon, more commonly known as Pine Street, Middleboro, Massachusetts, and more particularly described by deed recorded with the Plymouth County Registry of Deeds in Book 4777 at Page 94. Being Shown on Assessors map 97 lot 3595, map 97 lot 4221 and map 97 lot 4415.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES	Included in the sale as a part of said premises are the buildings, structures, improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.
4. TITLE DEED	Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: (a) Provisions of existing building and zoning laws; (b) Existing rights and obligations in party walls which are not the subject of written agreement; (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; (d) Any liens for municipal betterments assessed after the date of this agreement; (e) Easements, restrictions and reservations of record, if any, so

	long as the same do not prohibit or materially interfere with the current use of said premises;
5. PLANS	If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE	In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE	The agreed purchase price of said premises is One Hundred Ten Thousand ($255,000.00) Dollars of which: $ 10,,000.00 has been paid as a deposit; $ 245,000.00 Are to be paid at the time of delivery of the deed in cash, or by cashier's, treasurer's or bank check. ---------- $ 255,000.00 TOTAL
8. TIME FOR PERFORMANCE; DELIVERY OF DEED	Such deed is to be delivered at 12 o'clock A. M. on the 16st day of Febuary, 2015, at the Plymouth County Registry of Deeds, or upon three (3) days written notice at the buyer's lender's counsel's office, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITIONS OF PREMISES	Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR	If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform

MAKE PREMISES CONFORM	with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.	If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE	The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED	The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE	To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or suitable arrangements are made for their recording promptly thereafter.
15. INSURANCE	Until the delivery of the deed, the SELLER shall maintain insurance on said premises.
16. ADJUSTMENTS	Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES	If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE	~~A broker's fee for professional service of _____ ($_____.00) Dollars is due from the SELLER to _____, the Broker(s) herein, if, as and when the deed is delivered and the full purchase price paid, and not otherwise.~~
19. BROKER(S) WARRANTY	~~The Broker(s) named herein X warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.~~
20. DEPOSIT	All deposits made hereunder shall be held in escrow by the Robert J. Mather Esquire as Escrow Agent ("Escrow Agent") subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement If a dispute arises

	between SELLER and BUYER concerning either party's right to the deposit made under this agreement, then the escrow agent shall make no disbursement of the deposits received unless and until he receives written notice from both the SELLER and BUYER, or an order from a court of competent jurisdiction, directing the disbursement of the funds or any portion thereof. In the event of litigation between BUYER and SELLER, the escrow agent may deliver the deposits to the clerk of any court in which said litigation is pending or to a court of competent jurisdiction and therein commence an action for interpleader. The deposits shall be held in an interest bearing account and interest shall be divided equally between the parties, except in the event that the Closing does not take place, interest shall follow the deposits. If escrow agent is counsel for either party, the fact that the counsel served as escrow agent shall not prevent counsel from continuing to represent its client in connection with any dispute arising out of or relating to this Agreement.
21. BUYER'S DEFAULT; DAMAGES	If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be SELLER's sole and exclusive remedy at law or in equity.
22. WARRANTIES AND REPRESENTATIONS	The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE BUYER acknowledges that BUYER has had the opportunity to have the Premises inspected by experts or consultants of BUYER's choosing and is satisfied with any reports so obtained.
23. CONSTRUCTION OF AGREEMENT	This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and to BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

24. LEAD PAINT LAW	The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. The BUYER acknowledges receipt of the Lead Paint Disclosure forms required by the Massachusetts Department of Public Health.
25. SMOKE DETECTORS	~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~
26. ADDITIONAL PROVISIONS	The initialed riders, if any attached hereto, are incorporated herein by reference.
27. TITLE AND PRACTICE STANDARDS	Any matter or practice arising under or relating to this agreement which is the subject of a practice or title standard of the Massachusetts Conveyancers' Association shall be governed by such standard to the extent applicable.
28. NOTICES	Any notice to be given hereunder shall be deemed duly given if mailed by certified mail, return receipt requested, or delivered by any form of private delivery requiring a signed receipt, postage and charges prepaid, to the parties at their addresses set forth above.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER-John L. Melville

BUYER-Edward J. Medeiros,
Trustee of the Three Realty Trust

Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

John K. McCarthy
Executive Director

INITIAL COMPLIANCE CERTIFICATION
MIDDLEBOROUGH
MIDDLEBOROUGH HIGH SCHOOL
MSBA Project No. 201401820505

This Initial Compliance Certification ("ICC") must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "Authority") and have been invited into the Eligibility Period. The Authority will not consider a District to be eligible for a school building repair, renovation or construction grant until after the District has properly submitted an ICC in the form and manner prescribed by the Authority. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness and accuracy of each of following statements, acknowledgements, certifications, agreements and representations. The Eligible Applicant shall also have a continuing duty throughout the Eligibility Period, a Feasibility Study, and all phases of a Proposed Project or Approved Project to inform the Authority in writing when it becomes aware of information that impairs the truth, completeness or accuracy of any of the following statements, acknowledgements, agreements or representations. The Authority's reference to certain of its regulations, policies, procedures, guidelines and standards in this ICC shall not be construed in any way as a waiver of any of its other regulations, policies, procedures, guidelines, or standards and the Authority's reference to a portion of a regulation, policy, procedure, guideline, or standard, or paraphrasing thereof, shall not be construed as a waiver of the remainder.

Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.

1. The Town of Middleborough ("District,,) hereby certifies that it shall remain in compliance with, the provisions of M.G.L. c. 70B, Chapter 208 of the Acts of 2004, 963 CMR 2.00 *et seq.*, and all other applicable statutes, rules, policies, procedures, guidelines and standards of the Authority.

2. The District hereby certifies and represents that all meetings of all public bodies in the District that relate in any way to the Proposed Project including, but not limited to, the meetings of the District's school building committee, have been conducted, and shall be conducted, in compliance with the provisions of G.L. c. 30A, §§ 18 – 25, 940 CMR 29.00 *et seq.*, and all other applicable law.

3. The District hereby acknowledges and agrees that the school building renovation and construction grant program established by M.G.L. c. 70B is a discretionary program

based on need, as determined by the Authority. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a Proposed Project or for any other purpose except at the sole discretion of the Authority.

4. The District hereby agrees to work in collaboration with the Authority in all phases of the process, including at least: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope and budget, (e) implementing a solution as agreed upon, and (f) the final project audit and close-out. The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the Authority, the District must work collaboratively and in cooperation with the Authority through all phases of the Authority's process including, at a minimum, the phases described above, to the satisfaction of the Authority.

5. The District hereby acknowledges and agrees that in order to qualify for any funding from the Authority, the District must comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* which require the Authority's collaboration and approval at each step of the school facility grant approval process and further acknowledges and agrees that any actions taken, costs incurred or agreements entered into for the repair, renovation or construction of school facilities without the explicit prior written approval of the Authority shall not be eligible for grant funding.

6. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70, and as required by the provisions of M.G.L. c. 70B, § 8, 963 CMR 2.10(2)(c) & 2.17 , and hereby further acknowledges and agrees that the Authority may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.

7. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the Authority for this Proposed Project, are not a result of negligence by the District; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District: are not a result of inadequate routine or capital maintenance by the District; and are not covered by available insurance proceeds.

8. The District hereby certifies that, if invited to collaborate with the Authority to conduct a Feasibility Study, it will study and consider all available options for

remedying the deficiencies asserted in the Statement of Interest, including, to the extent applicable, regionalization or tuition agreements with adjacent school districts, district assignment policies within the school district, rental or acquisition and any necessary rehabilitation or usage modification of any existing building which could be made available for school use.

9. The District hereby acknowledges and agrees that, before the Authority can grant final approval of a Project, the District must vote to authorize and appropriate the full amount of funding for the Proposed Project that is necessary to meet the total project budget as agreed to by the Authority and as described in 963 CMR 2.10 (10)(c) and shall use any standard formats and language established or developed by the Authority to draft warrant articles, motions, orders, votes, and ballot questions related to the funding for the Proposed or Approved Project. The District shall submit its draft language for warrant articles, motions, orders, votes, and ballot questions to Authority for its review prior to its publication or use.

10. The District hereby acknowledges and agrees that, in connection with a Proposed Project or an Approved Project, it shall use any standard forms; standard formats for local votes and approvals; standard contract documents; and any standard contract language and clauses that may be established or developed by the Authority, and as may be amended by the Authority from time to time.

11. The District hereby acknowledges and agrees that it shall submit to the Authority, and shall comply with the terms of, any certifications, statements, forms, affidavits, and agreements that the Authority may require for a Proposed or Approved Project and that any such certifications, statements, forms, affidavits, and agreements shall be completed, duly executed and submitted in a form and manner prescribed by or otherwise acceptable to the Authority.

12. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the Authority for a Proposed Project or an Approved Project until after a Feasibility Study Agreement, where required by the Authority, and a Project Funding Agreement, have been executed by duly authorized representatives of both the District and the Authority.

13. The District hereby certifies that it has provided or will provide the Authority with all Audit Materials requested by the Authority in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the Authority or the Commonwealth. The District hereby further acknowledges and agrees that it shall continue to cooperate with the Authority and provide any

additional documentation or information that may be requested by the Authority in connection with any Assisted Facility.

14. The District hereby certifies that the school building for which it has submitted a Statement of Interest is not a school building that has been the site of an approved school project pursuant to G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the Proposed Project's application date, or, in the alternative, that the Proposed Project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the Authority, in its sole discretion, can make the determination as to whether a Proposed Project is to be deemed unrelated to a previously approved project in the same school building. Any such determination shall be made in writing by the Authority prior to the execution of this ICC.

15. The District hereby certifies that prior to submitting any part of its Application to the Authority, it has not sold, leased, or otherwise removed from service any schoolhouse operated by the District, or portion thereof, within the last ten (10) years, or that, if it has done so, the Authority has determined in writing, pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not for the purpose of replacing such schoolhouse, or (2) that the need for the Proposed Project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service. Further, the District acknowledges and agrees that only the Authority, in its sole discretion, can make the determination as to whether a Proposed or Approved Project replaces a schoolhouse that was sold, leased or otherwise removed from service and whether the need for the Proposed Project could not have been reasonably anticipated at that time. Any such determination shall be made in writing by the Authority prior to the execution of this ICC.

16. The District hereby acknowledges and agrees that, if it sells, leases, or otherwise removes from service an Assisted Facility, or portion thereof, that the Authority may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the Authority or the Commonwealth, and may decline to approve any future grants for the District.

17. The District hereby acknowledges and agrees that, as part of a Feasibility Study where a new school option is among the options that may be studied, the District shall study potential sites for the Proposed Project and hereby acknowledges and agrees that it shall base its site selection for a Proposed or Approved Project on, among other things, cost and environmental factors, including an awareness of soil conditions and their probable effect on foundation and site development costs, transportation effects, dislocation of site occupants and relationship to other community facilities. The

District further acknowledges and agrees that if the Authority were to approve a project for the District, (a) the Authority will not pay for any costs associated with acquiring the site or remediating the site, and (b) the District shall comply with the Authority's specifications and requirements for the site, including, but not limited to, any applicable site cost regulations, policies, guidelines and standards, and any cap on site costs that the Authority may establish from time to time.

18. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the Authority, the District shall follow procedures and practices satisfactory to the Authority such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.

19. The District hereby certifies that it is current on any payments that it may owe to the Authority and does not have any outstanding amounts past due to the Authority.

20. The District hereby certifies that it is unaware of any lawsuit filed in a court of law against the Authority to which the District is a party and further certifies that it is unaware of any other lawsuit filed in a court of law against either the Authority or the District in relation to the District's Statement of Interest, Proposed Project, or Approved Project.

21. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the Authority, may be grounds for, among other things, denial of a Total Facilities Grant, rescission of a Total Facilities Grant already issued, or the suspension, termination, or recoupment of reimbursement payments made by the Authority to the District.

22. The District hereby acknowledges and agrees that if the District and the Authority execute a Feasibility Study Agreement or Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste and abuse detection and prevention program in connection with any Proposed Project or Approved Project and develop written procedures to detect and prevent fraud, waste and abuse.

23. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for the Proposed or Approved Project is, or will be prior to the procurement of any services for the Proposed Project, duly certified as a Massachusetts Certified Public Purchasing Official ("MCPPO„) for design and

construction contracting in the MCPPO Program administered by the Inspector General of the Commonwealth of Massachusetts.

24. The District hereby acknowledges and agrees that any Approved Project for the construction of a new facility, or for the addition to or renovation of an existing school facility, for which the District is seeking partial funding from the Authority shall have an anticipated useful life of fifty (50) years as a public school in the District as required by 963 CMR 2.03 (2)(b).

25. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the Authority determines that any false or intentionally misleading information or documentation has been provided to the Authority by or on behalf of the District, either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the Authority, or if the District or its agents do any other act affecting the integrity of the Authority's Program, the Authority may suspend or revoke any and all grant payments approved for the District; may recover any previous payments made to the District; and may prohibit the District from receiving a Total Facilities Grant for a period of time to be determined by the Authority.

26. The District hereby acknowledges and agrees that the Authority shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to the Project by the District and that the Authority shall have full and complete access to all information and documentation relating to the Project to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the Authority in all matters related to the Project; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the Authority; to fully, accurately and promptly complete all forms and writings requested by the Authority; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the Authority. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the Authority in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the Authority as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the Authority shall bear no liability whatsoever arising out of the

Authority's knowledge or receipt of information communicated to the Authority by the Owner's Project Manager and that the District shall remain responsible for the management and completion of the Project.

27. The District hereby acknowledges and agrees that, if the District wishes to utilize an existing District employee as its Owner's Project Manager pursuant to M.G.L. c. 149, § 44A½, the employee shall meet the minimum requirements established by law and any additional requirements that may be established by the Authority. The District further acknowledges and agrees that it shall complete the application form and certification developed by the Authority before the Authority will consider or approve the use of an existing District employee as an Owner's Project Manager.

28. The District acknowledges and agrees that it shall be solely responsible for the timely and effective communication and distribution of all public information about the Proposed Project to the local community including, but not limited to, elected and appointed officials, boards, committees, commissions, agencies, departments, voters, community and neighborhood organizations, advocacy groups, the media, and the general public. The District shall be solely responsible for the timely identification of, and outreach to, all individuals and entities that may have an interest in the Project or that may be affected by the Project and shall be solely responsible for responding to inquiries about local procedures, financing, budgets, site selection, educational programs, historic preservation issues, voter information, and other project-related information to which the District has access in a timely and effective manner. The District further acknowledges and agrees that the Authority shall not bear any responsibility for developing or maintaining community support for the Proposed Project which shall be the sole responsibility of the District.

29. The District acknowledges and agrees that it shall duly appropriate and authorize the full amount of the funding for a Feasibility Study within the timeframe prescribed by the Authority following the vote of the Authority's Board to invite the District into the Eligibility Period.

30. The District acknowledges and agrees that it shall complete, to the Authority's satisfaction, all applicable Eligibility Period prerequisites established by the Authority before the Board of the Authority will invite the District to collaborate with the Authority on a Feasibility Study and the Authority will execute a Feasibility Study Agreement including, but not limited to, the submission of a School Building Committee membership form to the Authority for acceptance; a summary of the District's funding capacity; a summary of the District's existing maintenance practices; a duly executed Design Enrollment Certification for the Proposed Project; a certified copy of the vote authorizing District to enter into and be bound by terms of

the Feasibility Study Agreement, where applicable; certified copies of all local funding votes to authorize and appropriate funding for the Feasibility Study for the Proposed Project; and a duly executed Feasibility Study Agreement and Legal Counsel Certification, all in the form and manner required by the Authority.

31. The District acknowledges and agrees that it shall complete, to the Authority's satisfaction, all prerequisites established by the Authority before the Board of the Authority will approve a Proposed Project and authorize the Authority to execute a Project Scope and Budget Agreement and/or Project Funding Agreement with the District, including, but not limited to, the submission of a detailed breakdown of total project budget; a detailed project scope description; a duly executed Reimbursement Rate Certification; a project schedule through completion; an estimated project cash flow through completion; project site information; a furnishings, fixtures, and equipment list; a certified copy of the vote authorizing District to enter into and be bound by terms of Project Scope and Budget Agreement and/or Project Funding Agreement, where applicable; certified copies of all local funding votes to authorize and appropriate funding for the Proposed Project; no-action letters from Regional School District member communities, where applicable; and a duly executed Project Scope and Budget Agreement Legal Counsel Certification, in the form and manner required by the Authority.

32. The District acknowledges and agrees that, if the Authority and the District execute a Feasibility Study Agreement, the District shall complete the Feasibility Study to the Authority's satisfaction within one year after the date that the Feasibility Study Agreement is executed.

33. The District acknowledges and agrees that it shall duly execute a Reimbursement Rate Certification which shall be attached to the Project Scope and Budget Agreement ("PSBA,,) and Project Funding Agreement ("PFA,,) before either of them, if any, is executed by the Authority. The District further acknowledges and agrees that the Reimbursement Rate Certification attached to the PSBA and PFA, if any, includes any incentive reimbursement points that may be approved by the Authority's Board for an Approved Project and that such incentive reimbursement points are awarded provisionally and must be earned by the District in accordance with the Authority's requirements. In the event that a District fails to meet the Authority's requirements for earning incentive points that have been provisionally awarded by the Authority's Board, the District acknowledges and agrees that the Authority shall adjust the reimbursement rate and Total Facilities Grant accordingly.

34. The District specifically agrees to the provisions of M.G.L. c. 70B, § 9(a)

35. The District acknowledges and agrees that it shall be subject to the Authority's regulations, policies, procedures, standards and guidelines throughout the Proposed or Approved Project, as they may be amended from time to time.

36. The District certifies that it has exercised due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the statements, acknowledgements, certifications, agreements and representations contained in this Initial Compliance Certification

37. The District hereby acknowledges and agrees that the Authority reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

_____
By:
Title: Chief Executive Officer
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

Roseli S Weiss
By:
Title: Superintendent of Schools
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

Richard C Mussi
By:
Title: Chair of the School Committee
Date: 1/22/15