

## LAND DISPOSITION AND DEVELOPMENT AGREEMENT

THIS LAND DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement"), dated as of this 28 day of February, 2019, is made by and between the Town of Sudbury, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with an address of 278 Old Sudbury Road, Sudbury, Massachusetts (hereinafter, referred to as the "Town"), and Quarry North Road LLC, a Massachusetts limited liability company, with an address of 2134 Sevilla Way, Naples, Florida 34109 or its successors in interest and assigns and Sudbury Station LLC, a Massachusetts limited liability company with a usual address of 2134 Sevilla Way, Naples FL 34109 (Quarry North Road LLC and Sudbury Station LLC being collectively referred to herein as the "Developer") together, the "Parties".

### RECITALS

WHEREAS, the Town, as owner of a certain parcel of land known as the "Melone Property" consisting of approximately 36.7 +/- acres of land which is more particularly described below, issued a Request for Proposals in May of 2018 (the "RFP"), for the disposition of said real property; and

WHEREAS, the Quarry North Road LLC submitted a proposal in response to the RFP, dated June 26, 2018 (the "Proposal"), for a multi-unit residential development project located upon the Melone Property; and

WHEREAS, the Town has accepted the Quarry North Road LLC's proposal, subject to certain negotiated terms and conditions as are generally set forth in a "Term Sheet" dated November 27, 2018 executed by the Parties; and

WHEREAS, the Parties desire with this Agreement to more particularly set forth the agreement between the Parties regarding the disposition and development of the Melone Property,

NOW, THEREFORE, each of the Parties hereto for and in consideration of the promises and mutual obligations herein contained, does hereby covenant and agree with the other as follows:

### AGREEMENT

#### I. BACKGROUND

A. Sudbury Station Project and Litigation. In January 2016, Sudbury Station LLC (an entity created by the same principals that created Quarry North Road LLC) submitted an application to the Zoning Board of Appeals ("ZBA") for a comprehensive permit pursuant to G.L. c. 40B to develop the "Sudbury Station Property" consisting of approximately 39.92 acres of land (more particularly described below) along with some additional property. The ZBA held public hearings and ultimately issued a comprehensive permit with conditions, including a substantial reduction in the number of proposed units. Sudbury Station, LLC appealed to the

Housing Appeals Committee (“HAC”), challenging the comprehensive permit conditions (“HAC Appeal”). By agreement of the Parties, the previously-scheduled trial in the HAC Appeal has been continued to June 1, 2019. On December 11, 2018, a duly-called Special Town Meeting authorized the Board of Selectmen to enter into this Agreement.

Upon (i) the execution of this Agreement, (ii) the award of building permits to Quarry North Road LLC, and (iii) the expiration of all appeal periods (or dismissal of any appeal) relative to the Quarry North Development (as described below), the parties to the HAC Appeal will stipulate to dismissal of that litigation. In the event that any of the above-listed events do not occur, the Parties may continue to pursue the HAC Appeal.

B. Disposition of Melone Property. In response to the Town’s RFP, Quarry North Road LLC submitted a proposal to acquire and develop the Melone Property. The Developer has offered to purchase the Melone Property for \$1,000,000 together with the conveyance of the Sudbury Station Property and other good and valuable consideration (“Developer’s Proposal”). The Town accepted the Developer’s Proposal, subject to negotiation of further terms and conditions. Those additional terms and conditions are set forth herein.

## II. SUBJECT PROPERTIES

A. The “Melone Property” owned by the Town consists of approximately 36.7 acres of land on North Road (Rt. 117), being 20.3 acres in the Town of Sudbury, and 16.4 acres in the Town of Concord, shown on a plan entitled “Plan of Land in Sudbury and Concord, MA at the Town of Sudbury Gravel Pit Located off North Road, Sudbury, MA”, prepared by the Town of Sudbury Engineering Department, last revised 5/24/2018 attached hereto as Exhibit 1 and made a part hereof.

B. An additional adjacent parcel consisting of approximately 3 acres +/- (hereafter the “Water District Property”) is owned by the Sudbury Water District and will be the subject of a separate agreement by and between the Developer and the Water District. The Developer’s acquisition of the Water District property and any relief required pursuant to the provisions of Article 97 of the Amendments to the Massachusetts Constitution as may be required shall be a condition precedent and a contingency to the transaction contemplated herein.

C. The “Sudbury Station Property” is either owned by or under the contractual control of one or more entities controlled by the principals of the Developer. It consists of: (1) approximately 39.92 acres of land shown as Parcel 1B, Parcel 2A, Parcel 2B and Parcel 3B on a plan of land entitled “Definitive Plan of Peter’s Way Extension – Plan of Land in Sudbury, Massachusetts, Sheet 1 of 1, dated January 24, 2011, revised June 15, 2012, prepared by Sullivan, Connors and Associates of Sudbury, Massachusetts, said plan recorded with the Middlesex South Registry of Deeds as Plan 907 of 2012; and (2) the land shown as Parcel 3, consisting of 35,687 square feet, on a Plan of Land in Sudbury, Massachusetts, dated March 21, 1972, said plan recorded with the Middlesex South Registry of Deeds in Book 12188, Page 426; and (3) the land shown as Parcel A, consisting of 21,320.29 square feet on a plan entitled “Plan of Land in Sudbury, Mass. dated June 21, 2000, said plan recorded with the Middlesex South Registry of Deeds in Book 31702, Page 521; and (4) the land shown as Parcel C on a plan

entitled “Definitive Plan of ‘Howe Estates’ subdivision of land in Sudbury, Mass.” dated August 30, 1993, said plan recorded with the Middlesex South Registry of Deeds as Plan No. 321 of 1994. A plan of land of the Sudbury Station Property is attached hereto as Exhibit 2 and made a part hereof.

### III. DEVELOPER’S PROJECT

A. The Developer intends to develop the Melone Property as a 274 unit residential development site in substantial conformity with the Master Development Plan created by the Developer, dated November 26, 2018, updated November 30, 2018, and approved at the December 11, 2018 Special Town Meeting and attached hereto as Exhibit 3 (the “Development”) pursuant to the North Road Residential Overlay District adopted pursuant to Article 1 of the December 11, 2018 Sudbury Special Town Meeting and pursuant to G.L. c. 40B sec. 20-21 or G.L. c. 40R (as further agreed in Section V herein). The Development, including all necessary supporting infrastructure, amenities, improvements and mitigation, as well as any and all requirements or conditions as may be imposed by the Planning Board, Zoning Board of Appeals, Conservation Commission, Board of Health (hereafter “Town Bodies”) and/or any other bodies having proper jurisdiction over the Development, shall be at the Developer’s sole cost and expense.

The Developer acknowledges that the Town Bodies have independent regulatory authority to impose requirements and conditions. To the extent that any such conditions as may be imposed by any Town Body which impose monetary obligations on the Developer that exceed the amounts provided for herein, then at the Developer’s option such monetary obligations may be set off against the monetary obligations provided for herein, or at the Developer’s option this Agreement shall, upon written notice to the Town Manager, become void and any payments hereunder made by the Developer shall be refunded within 10 business days, and all obligations of both parties shall cease without recourse to either party. Notwithstanding the above, any monetary offset shall only be required for off-site mitigation, requirements and/or conditions and shall specifically exclude any costs to the Developer for turning lanes or other traffic safety improvements at the entrance to the Melone Property Development site.

All infrastructure, roadways, lighting, and utilities within the Development site shall be constructed, operated, and privately maintained by the Developer at its sole expense, including without limitation, snow plowing, trash removal, water supply and wastewater treatment. The Town shall have no responsibility for installation, maintenance or repair of such services. The Developer shall reasonably cooperate with the Town to provide necessary municipal easements over such improvements to the extent reasonably necessary.

Pursuant to Section 4742A, the North Road Residential Overlay District (“NRROD”) zoning by-law, the Master Development Plan for the Development shall require approval from the Planning Board and recommendations thereon from the Zoning Board of Appeals.

In addition, the rental portion of the Development, consisting of 101 rental apartment units, shall require approval under either G.L. c.40B or G.L. c.40R, as further set forth herein.

B. The Development shall consist of the following:

1. Rental Residential units to be developed pursuant to G.L. c.40B or c.40R:

One bedroom units: 50  
Two bedroom units: 40  
Three bedroom units: 11  
  
Total: 101

At least 26 of the 101 units shall be “Affordable”, in perpetuity meaning that they shall be eligible for inclusion on the subsidized housing inventory (“SHI”) as maintained by the Massachusetts Department of Housing and Economic Development (“DHCD”). All 101 units shall be rental units and shall be included on the Town’s SHI, subject to DHCD approval. The Parties further agree to take all reasonable actions necessary to include all 101 rental units on the SHI. Local preference shall be given to Sudbury residents to the maximum extent allowable by law.

The Developer shall enter into a Regulatory Agreement which shall govern the affordability of such units, bind the Developer and its successors and assigns in perpetuity, run with and bind the applicable portion of the premises, take effect as a permanent affordable restriction upon the property, and serve as a “Use Restriction” as defined in and required by applicable state law and regulation. Such Regulatory Agreement shall be enforceable by the Town.

2. Residential units to be developed in the North Road Residential Overlay District (“NRROD”):

Age-restricted units limited to age 55+

One bedroom units: 23  
Two bedroom units: 57

Non-age restricted units

One bedroom units: 0  
Two bedroom units: 89  
Three bedroom units: 4

Total: 173

All non 40B or 40R units in the NRROD are intended to be for-sale units. However, such units may be sold to an entity affiliated with the Developer and rented by such entity as the Developer. Notwithstanding the above, any such units shall be individually assessed and taxed to the same extent as any other real property of similar characteristics are taxed within the Town of Sudbury.

TOTAL PROJECT RESIDENTIAL UNITS IN SUDBURY: 274



3. In addition, the Developer may construct no more than six (6) single family homes within the Concord portion of the Town's property, subject to any and all permitting and other requirements of the Town of Concord. The Town makes no representations or warranties of any kind with respect to development within the Town of Concord.

4. The Developer may develop such retail / commercial space, together with leasing offices space, meeting space, fitness rooms, recreational facilities, and amenities for the residents of the proposed Development as are consistent with the Master Plan and the NRROD and as may be approved by the Planning Board.

The Developer may develop such limited commercial space not to exceed 2,500 square feet within the Sudbury portion of the Town's Property, designed and constructed to serve the residential units developed on the Town's Property. There shall be no road-front signage advertising the commercial space, and the commercial space shall not be marketed or advertised outside of the Development.

5. The Developer shall commence construction on the Development as provided in Section 4765A of the NRROD Zoning By-law. The Developer may elect to construct the Development in phases, and may make such election by advising the Building Commissioner, Fire Chief and the Planning Board of its designation as to the phasing of the Development.

6. The Developer shall continue to diligently prosecute and complete the construction of the Development as provided in Section 4765A of the NRROD Zoning by-law, subject to the limitations of 4767A thereof; however, the Developer may construct the Development in phases as may be designated in writing to the Planning Board, Building Commissioner and the Fire Chief of the Town of Sudbury.

7. The Developer shall comply with applicable rules, regulations and by-laws of the Town, the Commonwealth of Massachusetts, and federal agencies as they apply to the construction, maintenance and operation of the Development, including, without limitation, compliance with the Wetlands Protection Act, the Massachusetts Environmental Policy Act (MEPA), and the State Building Code.

8. The applicable terms of this Agreement shall be incorporated by reference in any approvals issued by the Planning Board and/or Zoning Board of Appeals for the Development and shall be binding upon the Developer. Any non-monetary violation hereof may be treated as a violation enforceable by the Building Inspector following notice and opportunity to cure in accordance with the terms of Section IX(6) hereof, and applicable law including G.L. c. 40A and Section 1300 of the Town of Sudbury Zoning By-law.

#### IV. DEVELOPER'S MITIGATION

As mitigation for the projected impact of the Development to the Town and the community, the Developer shall, at its sole cost and expense, provide the following:

1. Payment to the Town in the amount of one million dollars (\$1,000,000.00) for the Town to use as it may in its sole discretion determine, pursuant to G.L. c.44, §53A. The Developer shall remit the payment prior to the commencement of construction of the Development. The Developer and the Town may alternatively agree in writing that some or all of said funds be applied by the Developer to construct traffic or other mitigation improvements.

2. Payment to the Town in the amount of fifty thousand dollars (\$50,000.00) to be used for (i) traffic studies regarding the impact of the Development on vehicular traffic; (ii) public school capacity studies regarding the impact of the Development on the public school system; (iii) consulting services regarding 40R Zoning and (iv) peer review of Development mitigation plans. Each shall be procured by the Town. Developer shall remit the payment within thirty (30) business days of the execution of this Agreement. At the option of the Town, the Developer may pay Town Consultant Judi Barrett directly, but all such payments shall be deducted from the \$50,000.00 amount provided in this paragraph.

3. Reimbursement to the Town of the actual consultant costs incurred by Town boards, pursuant to G.L. c.44, §53G, in connection with review and permitting of the Development. Such consultants shall be procured by the Town, and such procurement shall be in accordance with the procedures established by the Planning Board unless otherwise agreed by the Parties.

4. Payment to the Town of the cost of the Town's attorneys' fees, expert witness fees and other costs related to the HAC case (Docket No. 2016-06) from the period of September 11, 2018 to the date of its dismissal or final adjudication up to the amount of \$100,000.00. Developer shall remit the payment within thirty (30) business days of the dismissal or final adjudication of the HAC case and receipt of an accounting for such costs, whichever is later. (The activity descriptions of any bills to the Town may be redacted.)

5. Payment to the Town in the amount of fifteen thousand dollars (\$15,000.00) for the cost to the Town to call and hold the December 11, 2018 Special Town Meeting. Developer shall remit the payment within thirty (30) business days of the execution of this Agreement.

6. The Developer shall ensure that there is a minimum 100-foot above-ground construction setback from Route 117, including maintenance of the existing raised vegetated buffer (berm) along the Melone Property border to minimize the visual impact of the Development from Route 117 as shown on the Master Plan or as may be approved by the Planning Board.

7. The Developer shall construct a "turning lane" in each direction of traffic flow at the entrance to the Development site. The specific requirements and specifications for such turning lane shall be included in the "performance recommendations" described in subparagraph 9 below and shall be subject to approval by the Planning Board.

8. The Developer shall prepare and implement a transportation management plan with specific details to be approved by the Planning Board, which at a minimum shall include (a)

a shuttle service operating between the Development and mass transit stations, including without limitation, the West Concord and Lincoln Commuter Rail Stations, and to include transportation within Sudbury to local businesses, amenities, facilities and attractions, (b) on-site facilities for car sharing services, and (c) on-site facilities for bike sharing services, all to serve residents and guests of the Development and other Sudbury residents. Such transportation management plan shall be subject to approval by the Planning Board and remain in place in perpetuity, however, the Developer may seek modification thereof with the written approval of the Planning Board.

9. The Developer shall at all times comply with the performance recommendations of the Planning Board and/or ZBA as may be set forth in any permits or other approvals.

10. At no cost to the Town, the Developer shall allow Sudbury Town boards and committees to utilize meeting space at the Development free of charge, subject to availability of such space as scheduled by the management or the residents of the Development. The Town Manager shall be provided with a schedule of availability for the use of such space by the Town, and the Town may schedule the use of such space at its discretion and convenience, subject to any reasonable limitation on hours of use, indemnification, to the extent permitted by law, by the Town against any loss or liability incurred by the Developer as the result of such use, and upon proof that the Town has added the Developer as an additional insured on its policies of insurance as they may relate to such use.

11. In the event that the Developer constructs recreation fields on the Concord portion of the Town's property, such fields shall be open for use by the residents of the Town, subject however to the same limitations and requirements as provided in Paragraph 10 above.

12. Post-construction Per Capita Mitigation Payments.

(a) Definitions. For purposes of this section, the following terms shall have the following meanings:

1. "Per Capita Cost" shall be defined as the total budget of the Town, less local aid, divided by the total Town population according to the most recent Town Census.
2. "Development Population Cost" shall be defined as the Per Capita Cost multiplied by the total population of the Development residing in Sudbury, according to the most recent Town Census as of the Review Period.
3. "Review Period" shall be defined as the five-year period beginning on the fifth anniversary of issuance of the final residential occupancy permit for the Development and ending on the tenth anniversary.

(b) If, at any time during the Review Period: (1) the population of the Development residents in Sudbury exceeds 550, according to the most recent Town Census; and (2) the Development Population Cost exceeds the real estate tax revenue realized by the Town from the Development for two consecutive years, then the Developer shall make an annual payment to the Town in an amount equal to the Per Capita Cost multiplied by the number of residents of the

Development in excess of 550 for each year during the remainder of the Review Period, up to a maximum combined payment of \$500,000. The Town shall prepare a sample calculation of payment due hereunder which shall serve as confirmation of the methodology of the calculation of any such payment during the review period. Such calculation during the review period shall be subject to verification and assent by the Developer. The methodology for calculating per capita cost shall be set forth in Exhibit 4.

## V. PERMITTING OF THE DEVELOPMENT

### A. Permitting of the Rental Portion of the Development

The 101 rental units to be constructed as part of the Development shall be permitted either under G.L. c.40R or under G.L. c.40B, as follows:

1. The Parties shall diligently and cooperatively pursue approval by the Massachusetts Department of Housing and Community Development (“DHCD”) of the Melone Smart Growth Overlay District (“40R District”), pursuant to G.L. c.40R. If such approval is received, the Parties agree to seek Town Meeting approval of the 40R District. Upon Town Meeting Approval of the 40R District, the Developer shall seek all necessary permits and approvals under the 40R District zoning.

2. In the event that the 40R District is not approved either by DHCD or by Town Meeting, then the Parties agree to pursue a comprehensive permit for the rental portion of the Development, pursuant to a negotiated Local Initiative Program (“LIP”) agreement under G.L. c.40B. In such event, the Developer shall apply for site eligibility approval from an approved state subsidizing agency, and the Town shall submit to the subsidizing agency a letter of support. Once such approval has been received, the Developer shall submit an application to the ZBA for a comprehensive permit pursuant to c. 40B.

### B. Permitting of the Market Rate Portion of the Development

Pursuant to Section 4700A of the Town’s Zoning By-law, the for-sale portion of the Development (173 units) shall require approval from the Planning Board and recommendations thereon from the Zoning Board of Appeals.

## VI. CONVEYANCE OF THE MELONE PROPERTY

A. The sale of the Melone Property to the Developer, or its nominee, which shall be subject to approval by the Board of Selectmen, such approval not to be unreasonably withheld, shall be contingent upon the following:

(1) The conveyance of the Sudbury Station Property to the Town upon the terms and conditions set forth herein;

(2) The Developer's acquisition of the Water District Property; provided, however, that if the Sudbury Water District Board of Water Commissioners has not by May 31, 2019, voted to convey said land to the Quarry North Road LLC, and entered into a disposition agreement with Quarry North Road LLC, and either (a) determined that a vote of the Sudbury Water District Meeting is not a precondition to such vote, or (b) obtained approval by vote of the Sudbury Water District to authorize such vote, then at the Developer's option, (1) this agreement shall be void without recourse to the parties, except as to Developer's obligation to reimburse the Town for costs actually incurred prior to Developer's notice of termination, as set forth in Sections IV(2), IV(3) and IV(5) hereof, or (2) the Parties shall enter into good faith negotiations to revise this Agreement in order to re-design the Development described in Section III herein to achieve at a minimum the same number of units and equivalent economic return to the Developer, subject to any permitting and review requirements under applicable statutes, bylaws and regulations. The Town shall decline any offer of the Water District Property that is made by the Sudbury Water District to the Town pursuant to G.L. c. 40 sec. 15B, and will cooperate with the Developer on the timing of such declination in order to permit the orderly permitting of the Developer's Project. The Developer shall give notice of its option under this Paragraph in writing to the Town and its Town Counsel on or before July 1, 2019, or such option shall be deemed waived.

(3) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for disposition of real property, if applicable; and

(4) Compliance with the disclosure provisions of G.L. c.7C, §38. The Developer hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38; and

(5) The approval of all necessary permits and approvals from any local, state, or federal regulatory body for the construction of the Developer's Project as described in Article III hereof, and the issuance of all building permits therefore and the expiration of all applicable appeal periods.

B. For purposes of this section, the term "Seller" shall mean the Town of Sudbury and the term "Buyer" shall mean the Developer or its nominee.

1. Purchase Price. The consideration for the sale of the Melone property to be paid to the Seller by the Buyer shall be: (a) One Million and 00/00 Dollars (\$1,000,000.00); (b) the conveyance of the Sudbury Station Property to the Town of Sudbury; (c) the grant of a confirmatory perpetual appurtenant easement over Peter's Way to the Town of Sudbury; and (4) the grant of all other easements which serve as access to the Sudbury Station Property as shown on the Easement Plan attached hereto as Exhibit 5 as may be reasonably required by the Town's attorneys, together with other good and valuable consideration.
2. Closing. The Closing Date shall be on a date mutually agreeable by the Parties not more than ninety (90) days after the issuance of the last permit or approval as required under Section VI(A)(5) hereof and the expiration of all appeal periods therefrom. Alternatively,



the Developer may elect not to apply for a building permit. In the event that the Developer makes such election, it shall give written notice of such election to the Town, and closing shall take place not more than 90 days after the Developer has received all permits or approvals that are a precondition to the issuance of a building permit and all appeal periods from such permits and approvals have expired. The Closing on the Melone Property shall occur contemporaneously with the Closing on the Sudbury Station Property. The Closing shall be at 10:00 a.m. at the Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

3. Premises; Buildings, Structures, Improvements, Fixtures. Included in the sale as part of said premises are the buildings and improvements thereon, if any, together with all fixtures, if any.
4. Title Deed. The premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or its nominee. The deed shall convey a good and clear record and marketable title thereto, together with all appurtenant easements and rights of access of record, including the easement from the Sudbury Water District to the Town of Sudbury dated September 29, 1992 and recorded at Middlesex South Deeds in Book 22461, Page 430 free from encumbrances, except:
  - (a) Provisions of existing building and zoning laws; and
  - (b) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the premises for the Developer's intended purposes as are set forth herein.
5. Deed/Plans. The Seller shall prepare the deed, and all other Closing Documents pertaining to the Seller. The Buyer shall prepare all other Closing Documents pertaining to the Buyer. If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in a form adequate for recording or registration. Seller shall, at its sole expense, prepare and deliver any subdivision plan necessary to remove any portion of the Melone Property that is under the custody or control of the Sudbury Conservation Commission from the premises to be conveyed to the Developer. Alternatively, Developer may prepare a subdivision plan that removes said Conservation Land, creates the 40R Zoning District or the c. 40B development area as a separate parcel, and subdivides the Sudbury Water District land, in which event the Town shall seek approval of such plan and the cost of preparing the plan shall be divided equally by the parties.
6. Closing Costs. At Closing, the Seller and the Buyer shall each pay its respective costs incurred in connection with its obligations set forth herein (except such costs as the Developer has agreed to pay as otherwise set forth herein). The Seller shall pay the cost of obtaining and recording and/or filing such instruments as are necessary to establish the Seller's good and clear record and marketable title and the Seller's authority to convey same, the reasonable fees and expenses of the Seller's attorneys in connection with this Agreement and any other usual and customary closing costs and expenses incurred by the Seller. At Closing, the Buyer shall pay the recording and filing fees incurred in connection

with recording the deed and such instruments as are necessary to establish the Buyer's acceptance of the deed and authority to so accept, the cost and expenses of any commitment and the title insurance policies issued pursuant to the commitment, if any, and the fees and expenses of the Buyer's attorneys and any other usual and customary closing costs and expenses incurred by the Buyer with regard to the purchase.

No deed excise stamp tax is due or payable pursuant to G.L. c. 64D s. 1.

7. Registered Title. In addition to the foregoing, if the title to said premises is registered, said deed shall be in a 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. The Seller shall fully cooperate with the Buyer if, at the Buyer's Option Buyer shall seek to register title to the Melone Parcel(s) pursuant to G.L. c. 185, and shall, if requested by the Buyer, file in its own name a Complaint for Registration pursuant to G.L. c. 185 sec. 26, and diligently prosecute to Judgment any such Complaint for Registration. In the event that the Buyer requests the Town to pursue such a Complaint for Registration, any costs or expenses incurred in connection with such proceeding shall be borne by the Buyer and shall be paid when due.
8. Possession and Control 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 are in as of the date of this agreement, excepting only reasonable use and wear thereof, and (b) not in violation of zoning laws.
9. The Buyer shall be entitled to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
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 the 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 (at Seller's sole expense), or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for ninety (90) days or such time as the Buyer and Seller may mutually agree.
11. Failure to Perfect Title or Make Premises Conform. 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties.
12. Buyer's Election to Accept Title. If 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 the delivery of the deed the premises do not conform with the provisions hereof, then 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, less the reasonable costs to cure such defects, 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, upon 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 premises to their former condition or to be paid over or assigned, give the Buyer a credit against the purchase price, upon delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonable expended by the Seller for any partial restoration.

If the Buyer declines to so elect 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties.

13. Acceptance of Deed. The acceptance and recording of the deed to the premises by the Buyer 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 of this Agreement, to be performed after the delivery of said deed.
14. Insurance. Until the delivery of the deed(s), the Seller shall maintain insurance on the premises as it presently has.
15. Title to Premises. Notwithstanding anything herein contained, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
  - (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the premises from other premises;
  - (b) Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company acceptable to the Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use.
16. Closing Documents; Affidavits, etc. The Seller agrees to execute at closing, together with the deed to the premises: (a) affidavits and indemnities with respect to due authority,

parties in possession and mechanic's liens to induce the Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, Seller's United States taxpayer identification number, that Seller is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) such additional and further instruments and documents, including without limitation, authority documents, as may be consistent with this Agreement and customarily and reasonably required by the Buyer and/or Buyer's title insurance company to complete the transactions described in this Agreement.

17. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
  
18. Representations and Warranties. The Seller represents and warrants, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from Seller as hereinafter set forth), that: Seller is not is a "foreign person" pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.
  - (a) Seller has not engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "Patriot Act"), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Executive Order 13224") or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission,

U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time;

- (b) Seller is not a person (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above;
  - (c) Neither the execution and delivery of this Agreement nor Seller's performance of its obligations hereunder will constitute a breach or default under any agreement to which Seller is bound;
  - (d) Seller has not granted any options, rights of first refusal, or other contracts that have been granted or entered into which give any other party a right to purchase or acquire any interest in the premises. Further, Seller has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
  - (e) Seller has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement in accordance with the terms and conditions hereof (and the persons signing this Agreement for Seller has full power and authority to sign for Seller and to bind it to this Agreement). This Agreement, when executed and delivered by Seller will be a valid and binding obligation of Seller in accordance with its terms; and
  - (f) Seller will not cause nor, to the best of Seller's ability, permit any action to be taken which would cause any of Seller's representations to be false as of closing, and in any event shall notify Buyer of any change in these representations. Seller's representations and warranties shall survive the closing and the delivery of the deed.
19. Acceptance of Premises; Inspection Rights. AS-IS Condition. The Buyer agrees that if it purchases the premises pursuant to the terms hereof, it shall have accepted the premises in their as-is condition, without any representations or warranties other than are set forth herein. The Buyer shall have the right to inspect the premises in accordance with the provisions hereof.
20. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker, and shall defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission



or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this section shall survive delivery of the deed.

21. Extensions. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or scanned signatures shall be construed as original.
22. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of any damage to or destruction of the premises or any part thereof by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at Buyer's sole and absolute discretion, this Agreement may be terminated, without recourse against the parties. All risk of loss shall remain with the Seller until the delivery and recording of the deed.
23. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the respective deed to the party to be charged, then such party agrees to make payment to correct the error or omission.
24. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

## VII. CONVEYANCE OF SUDBURY STATION PROPERTY

A. The sale of the Sudbury Station to the Town shall be contingent upon the following:

- (1) The conveyance of the Melone Property by the Town upon the terms and conditions set forth herein; and
- (2) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for disposition of real property, if applicable; and
- (3) Compliance with the disclosure provisions of G.L. c.7C, §38. The Developer hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7C, §38.

B. For purposes of this section, the term "Seller" shall mean the Developer and the term "Buyer" shall mean the Town of Sudbury.

1. Purchase Price. The consideration for the conveyance of the Sudbury Station property to the Town of Sudbury to be paid to the Seller by the Buyer shall be the conveyance of the Melone Property to the Developer or its nominee, all in accordance with the provisions of Section VI above, together with other good and valuable consideration.
2. Closing. The Closing on the Sudbury Station Property shall occur contemporaneously with the Closing on the Melone Property. The Closing shall be at 10:00 a.m. at the Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
3. Premises; Buildings, Structures, Improvements, Fixtures. Included in the sale as part of said premises are the buildings and improvements thereon, if any, together with all fixtures, if any.
4. Title Deed. The premises are to be conveyed by a good and sufficient quitclaim deed running to the Town of Sudbury, acting by its Board of Selectmen, for general municipal purposes which shall include the grant of a confirmatory perpetual appurtenant easement over Peter's Way to the Town of Sudbury and the grant of all other easements which serve as access to the Sudbury Station Property as shown on the Easement Plan attached hereto as Exhibit 5
5. The 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) Such taxes for the then-current year as are not due and payable on the date of the delivery of such deed, except as set forth herein;
  - (c) Any liens for municipal betterments assessed after the date of this Agreement; and
  - (d) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the premises for the Town's intended purposes as are set forth herein.
6. Deed/Plans. The Seller shall prepare the deed, and all other Closing Documents pertaining to the Seller. The Buyer shall prepare all other Closing Documents pertaining to the Buyer. If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in a form adequate for recording or registration.
7. Closing Costs. At closing, the Seller and the Buyer shall each pay its respective costs incurred in connection with its obligations set forth herein (except such costs as the Developer has agreed to pay as otherwise set forth herein. The Seller shall pay the cost of obtaining and recording and/or filing such instruments as are necessary to establish the Seller's good and clear record and marketable title and the Seller's authority to convey same, the reasonable fees and expenses of the Seller's attorneys in connection with this Agreement and any other usual and customary closing costs and expenses incurred by the Seller. At closing, the Buyer shall pay the recording and filing fees incurred in connection with recording the deed and such instruments as are necessary to establish the Buyer's

acceptance of the deed and authority to so accept, the cost and expenses of any commitment and the title insurance policies issued pursuant to the commitment, if any, and the fees and expenses of the Buyer's attorneys and any other usual and customary closing costs and expenses incurred by the Buyer with regard to the purchase.

8. Registered Title. In addition to the foregoing, if the title to said premises is registered, said deed shall be in a 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.
9. Possession and Control 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 are in as of the date of this agreement, excepting only reasonable use and wear thereof, and (b) not in violation of zoning laws.
10. The Buyer shall be entitled to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
11. 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 the 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 (at Seller's sole expense), or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for thirty (30) days or such time as the Buyer and Seller may mutually agree.
12. Failure to Perfect Title or Make Premises Conform. 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the Parties.
13. Buyer's Election to Accept Title. If 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 the delivery of the deed the premises do not conform with the provisions hereof, then 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, upon 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 premises to their former condition or to be paid over or assigned, give the Buyer a credit against the purchase price, upon delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonable expended by the Seller for any partial restoration.

If the Buyer declines to so elect 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, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties.

14. Acceptance of Deed. The acceptance and recording of the deed to the premises by the Buyer 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.
15. Insurance. Until the delivery of the deed(s), the Seller shall maintain insurance on the premises as it presently has.
16. Adjustments. Taxes for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the Closing Date, taxes will be apportioned as of the Closing Date in accordance with G.L. c. 59, §72A; if, however, Seller has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that Buyer has no funds to refund Seller for such taxes paid and Buyer, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises. All other adjustments, including any outstanding charges for water, sewer, refuse or similar applicable charges shall be made as of the applicable Closing Date.

No deed excise stamp tax is due or payable pursuant to G.L. c. 64D s. 1.

17. Title to Premises. Notwithstanding anything herein contained, the premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:
  - (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the premises from other premises;
  - (b) Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company acceptable to the Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use.

18. Closing Documents; Affidavits, etc. The Seller agrees to execute at closing, together with the deed to the premises: (a) affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce the Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, Seller's United States taxpayer identification number, that Seller is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) such additional and further instruments and documents, including without limitation, authority documents, as may be consistent with this Agreement and customarily and reasonably required by the Buyer and/or Buyer's title insurance company to complete the transactions described in this Agreement.
19. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.
20. Representations and Warranties. The Seller represents and warrants, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from Seller as hereinafter set forth), that: Seller is not is a "foreign person" pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.
- (a) Seller has not engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "Patriot Act"), or any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Executive Order 13224") or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic



Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time;

- (b) Seller is not a person (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above;
  - (c) Neither the execution and delivery of this Agreement nor Seller's performance of its obligations hereunder will constitute a breach or default under any agreement to which Seller is bound;
  - (d) Seller has not granted any options, rights of first refusal, or other contracts that have been granted or entered into which give any other party a right to purchase or acquire any interest in the premises. Further, Seller has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
  - (e) Seller has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement in accordance with the terms and conditions hereof (and the persons signing this Agreement for Seller has full power and authority to sign for Seller and to bind it to this Agreement). This Agreement, when executed and delivered by Seller will be a valid and binding obligation of Seller in accordance with its terms; and
  - (f) Seller will not cause nor, to the best of Seller's ability, permit any action to be taken which would cause any of Seller's representations to be false as of closing, and in any event shall notify Buyer of any change in these representations. Seller's representations and warranties shall survive the closing and the delivery of the deed.
21. Acceptance of Premises; Inspection Rights. AS-IS Condition. The Buyer agrees that if it purchases the premises pursuant to the terms hereof, it shall have accepted the premises in their as-is condition, without any representations or warranties other than are set forth herein. The Buyer shall have the right to inspect the Premises in accordance with the provisions hereof.
22. Relocation. Seller hereby waives any rights Seller may have with respect to relocation assistance or benefits, including, without limitation, those rights and benefits provided pursuant to G.L. c. 79A and 760 CMR 27.00, et seq., and shall defend, indemnify and

hold harmless BUYER from any and all claims, damages, losses and costs incurred by Buyer to satisfy any lawful claim for relocation assistance or benefits made by any person resulting from Buyer's purchase or intent to purchase the Premises. The provisions of this section shall survive the delivery of the deed.

23. Brokers. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker, and shall defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this section shall survive delivery of the deed.
24. Extensions. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile or scanned signatures shall be construed as original.
25. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of any damage to or destruction of the Premises or any part thereof by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity, then at Buyer's sole and absolute discretion, this Agreement may be terminated, without recourse against the parties. All risk of loss shall remain with the Seller until the delivery and recording of the deed.
26. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the respective deed to the party to be charged, then such party agrees to make payment to correct the error or omission.
27. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.
28. 1031 EXCHANGE

At the Developer's Option, the Town shall cooperate in the execution of all documents reasonably necessary as required by the Developer or its Attorneys in order to effectuate a so-called 1031 Exchange in connection with the conveyances of the Melone Property and the Sudbury Station Property as contemplated herein.

## VIII. PENDING LITIGATION

Within 30 days of the effective date of this Agreement, the Town of Sudbury agrees to dismiss as moot its appeal of the Land Court decision in the case entitled, Town of Sudbury v. Dorothy M. Bartlett, Trustee, et al., Appeals Court 2018-P-0119 as against Sudbury Station LLC. Concurrently with such dismissal, Sudbury Station LLC shall waive any and all claims to legal fees against the Town of Sudbury relating to the Land Court case and the Appeals Court case. The Town of Sudbury may preserve and maintain any and all rights to appeal any claims or matters against the Trustees of the JOC Trust, including the Land Court's award of legal fees. Concurrently with the Town's dismissal of Appeals Court No. 2018-P-0119, the Town and Sudbury Station LLC shall file a Joint Motion to Stay the matter of Sudbury Station LLC v. Sudbury Zoning Board of Appeals, Housing Appeals Committee No. 2016-06 until June 1, 2019. Should the Sudbury Water District Board of Water Commissioners, on or before June 1, 2019 enter into a written land disposition agreement with Quarry North Road LLC for the Water District Land and take a vote to convey said land to Quarry North Road LLC, and either (1) determine that a vote of the Sudbury Water District Meeting is not a precondition to such vote, or (2) obtain approval by vote of the Sudbury Water District to authorize such vote, then Sudbury Station LLC and the Town will file a joint motion to further stay the matter of Sudbury Station LLC v. Sudbury Zoning Board of Appeals, Housing Appeals Committee No. 2016-06 until the closing hereunder. At the closing hereunder, Sudbury Station LLC shall enter into a Stipulation of Dismissal, with prejudice and with all rights of appeal waived, with the Sudbury Zoning Board of Appeals of said action.

## IX. MISCELLANEOUS

1. Construction of Agreement. This Agreement, 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 inures to the benefit of the Parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

2. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The provisions of this clause shall survive the Closings.

3. Successors and Assigns. The Parties agree that the Developer may subdivide the Melone Property (including through the creation of one or more condominiums or long term ground leases) and may transfer all or any subdivided portion of the premises to another entity (each a "New Entity"), subject to the Developer's and any New Entity's acknowledgement that:

- (a) This Agreement shall run with title to each subdivided portion of the premises and shall be binding upon the Developer insofar as it is the owner of the Site, and each of its successors or assigns as to the obligations which arise under this Agreement

during their respective periods of ownership of the premises and/or their respective subdivided portion(s) thereof, provided that each predecessor-in-title shall be forever released from this Agreement upon procuring a written acknowledgment from its immediate successor, addressed to the Town, acknowledging and agreeing that such successor-in-title is bound by the terms of this Agreement and that this Agreement shall be enforceable against such successor by the Board of Selectmen with respect to such successor's subdivided portion(s) of the premises; and

- (b) The obligations created hereunder shall not be treated as assumed by any New Entity until such notice is delivered to the Town.

4. Notices. Notices, when required hereunder, shall be deemed sufficient if sent registered mail to the Parties at the following addresses:

Town:                      Town of Sudbury  
                                 278 Old Sudbury Road  
                                 Sudbury, MA 01776  
                                 Attn: Town Manager

with a copy to:

Town Counsel  
KP Law, P.C.  
101 Arch Street  
12<sup>th</sup> Floor  
Boston, MA 02110

Developer:                Quarry North Road, LLC  
                                 c/o Christopher Claussen  
                                 2134 Sevilla Way  
                                 Naples, FL 34109

with a copy to:

William Henchy, Esq.  
Law Offices of William C. Henchy LLC  
165 Cranberry Highway  
Orleans, MA 02653

5. Force Majeure. The Developer shall not be considered to be in breach of this Agreement for so long as the Developer is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of the Developer.

6. Default; Opportunity to Cure.

Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Party fails to commence to cure,

correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other Party and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Party exercises due diligence in the remedying of such default. In the case of any claim by the Town of default by the Developer, which is the subject of an appeal by the Developer, pursuant to G.L. c. 40A sec. 15, the time to remedy any default shall extend to the sixty-first day following the expiration of all applicable appeal periods provided by law. Notwithstanding the foregoing, the Developer shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the Town. No default hereunder by the owner (whether the Developer or a New Entity) of any subdivided portion of the Site shall be deemed to be a default by any other owner (whether the Developer or a New Entity) of any other subdivided portion of the Site. In the event of a default, the non-defaulting party shall have the right to enforce the terms of this Agreement in Middlesex Superior Court. The prevailing party in any such litigation shall be entitled to the payment of its reasonable attorneys' fees and costs from the defaulting party.

7. Estoppels. Each Party agrees, from time to time, upon not less than twenty-one days' prior written request from the other, to execute, acknowledge and deliver a statement in writing certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, setting them forth in reasonable detail); (ii) that the party delivering such statement has no defenses, offsets or counterclaims against its obligations to perform its covenants hereunder (or if there are any of the foregoing, setting them forth in reasonable detail); (iii) that there are no uncured defaults of either party under this Agreement (or, if there are any defaults, setting them forth in reasonable detail); and (iv) any other information reasonably requested by the party seeking such statement. If the Party delivering an estoppel certificate is unable to verify compliance by the other Party with certain provisions hereof despite the use of due diligence, it shall so state with specificity in the estoppel certificate, and deliver an updated estoppels certificate as to such provisions as soon thereafter as practicable. Any such statement delivered pursuant to this section shall be in a form reasonably acceptable to, and may be relied upon by any, actual or prospective purchaser, tenant, mortgagee or other party having an interest in the Development. The Town Manager is hereby authorized to execute and deliver any such estoppel certificate on behalf of the Board of Selectmen.

8. Counterparts; Signatures. This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

9. Record Notice. A notice of this Agreement in a form reasonably acceptable to the Developer shall be recorded with the Middlesex South Registry of Deeds.

10. No Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Agreement, the Parties do not intend for any third party to be benefitted hereby.



11. Limitations on Liability. The obligations of the Developer or any New Entity do not constitute personal obligations of their members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of the Developer or a New Entity is in all cases limited to their interest in the Site or subdivided portion thereof at the time such liability is incurred and shall not extend to any other portion of the Site for which another party has assumed responsibility pursuant to Section IX(3) hereof. In the event that all or any portion of the Site is subjected to a condominium regime or a long term ground lease, the condominium association or the ground lessee, as applicable, shall be deemed to be the owner/New Entity of the affected portion of the Site.

12. Site Control—Authority to Pursue Permits Including Subdivision. This Agreement, or a copy thereof, shall constitute adequate evidence of site control for the purpose of seeking permits or approvals for the Development under all provisions of state or federal law that may require evidence of such site control. Permission to seek all such approvals and permits, including MEPA review, if necessary, and any approval under the Massachusetts Subdivision Control Law from either the Town of Sudbury Planning Board or the Town of Concord Planning Board is hereby granted by the Town. The Town shall cooperate fully with the Developer with regard to any application for approvals that may be, in the Developer's sole discretion, reasonably necessary in order to obtain approval of the Developer's project hereunder, provided that any cost or expense incurred by the Town shall be reimbursed by the Developer within thirty (30) days after written notice and request therefor.

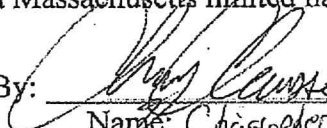
(Remainder of page intentionally left blank. Signature page follows.)

**EXECUTED** under seal as of the date and year first above written,

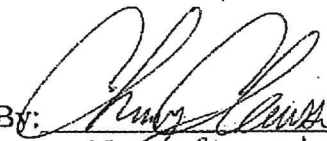
TOWN OF SUDBURY BOARD OF SELECTMEN

By: \_\_\_\_\_  
Name:  
Its:  
Hereunto Duly Authorized

QUARRY NORTH ROAD LLC,  
a Massachusetts limited liability company

By:  \_\_\_\_\_  
Name: Christopher Clausen  
Its: Managing Member  
Hereunto Duly Authorized

SUDBURY STATION LLC,  
a Massachusetts limited liability company

By:  \_\_\_\_\_  
Name: Christopher Clausen  
Its: Managing Member  
Hereunto Duly Authorized

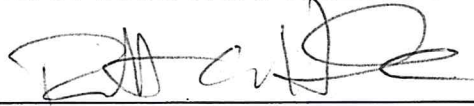
**LIST OF EXHIBITS**

- Exhibit 1- Melone Property Plan of Land
- Exhibit 2- Sudbury Station Property Plan of Land
- Exhibit 3- Developer's Master Development Plan
- Exhibit 4- Per Capita Payment Calculation Methodology
- Exhibit 5- Sudbury Station Property Easement Plan

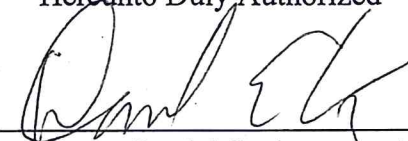
659192/SUDB/0041

EXECUTED under seal as of the date and year first above written,


TOWN OF SUDBURY BOARD OF SELECTMEN

By: 

Name: Robert Haarde  
Its: Chairman  
Hereunto Duly Authorized

By: 

Name: Daniel Carty  
Its: Vice-Chairman  
Hereunto Duly Authorized

By: 

Name: Patricia Brown  
Its: Member  
Hereunto Duly Authorized

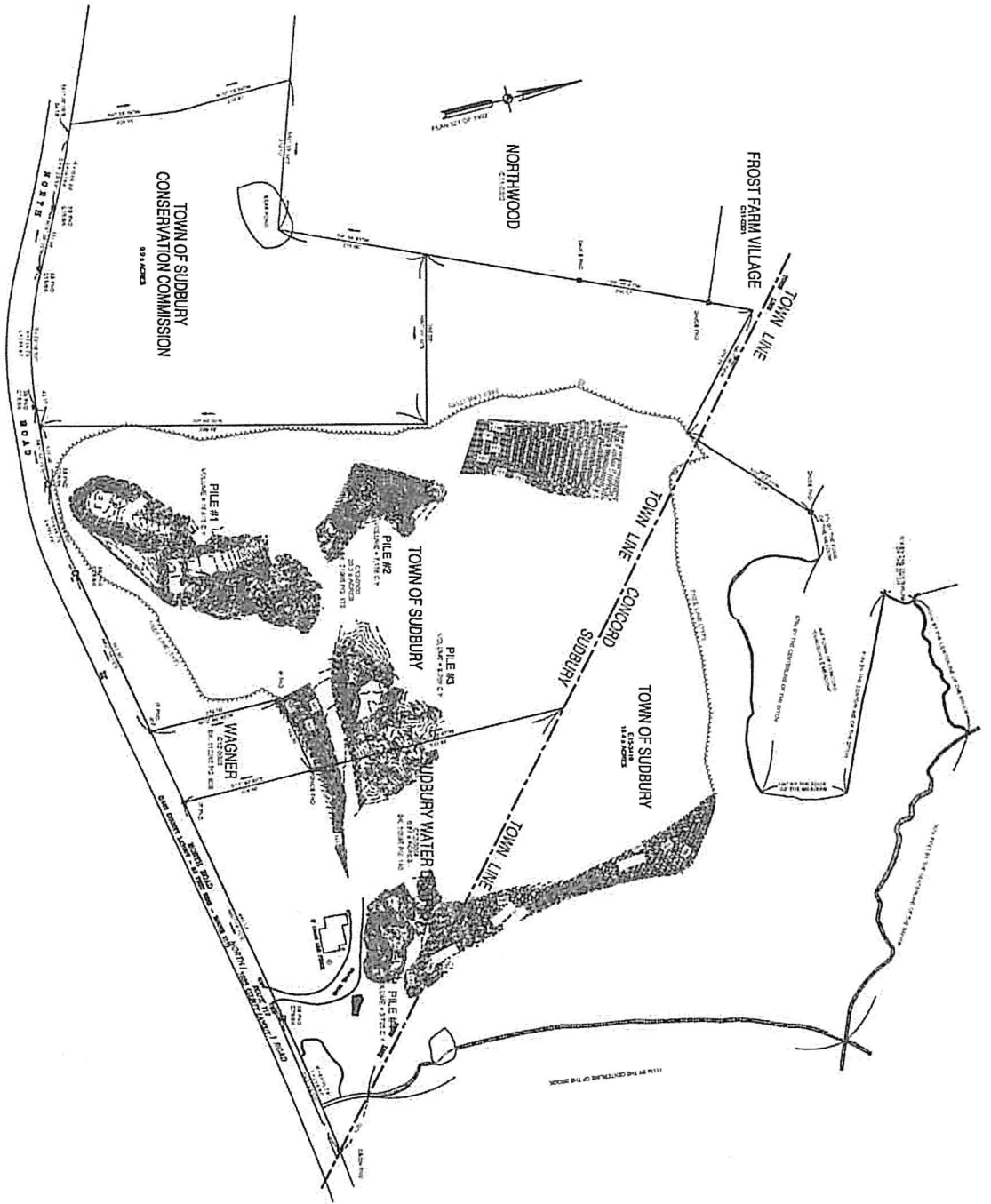
By: 

Name: Janie Dretler  
Its: Member  
Hereunto Duly Authorized

By: 

Name: Leonard Simon  
Its: Member  
Hereunto Duly Authorized

# EXHIBIT 1



PLAN OF LAND  
 SUBBURY AND CONCORD, MA  
 TOWN OF SUBBURY GRAVEL PIT  
 LOCATED OFF NORTH ROAD, SUBBURY, MA  
 DATE: 10/15/2010  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



## EXHIBIT 2



# EXHIBIT 3



# EXHIBIT 4



#### Exhibit 4: Per Capita Mitigation Payment

Five years after the Development is completed and in year 6, 7, 8, 9 and 10, the Town will determine whether the population estimate has been exceeded by 10 percent\*.

\*More than 550 people

If the population exceeds 550 people AND the expenses to the Town exceed the revenues received by the Development for two consecutive years,

Then: the Developer must pay the per capita cost of each resident over 550 for up to five years with a maximum of \$500,000.

SO:

Assuming for example, the Development is completed in 2020,

In 2027 (year 7), there are more than 550 residents AND in year 5 and 6, the Town spent more at the Development than it received in revenues, then the Developer shall pay the per capita costs of each resident over 550.

Year 2027:

564 residents

14 residents multiplied by per capita

How to calculate per capita:

Take Town Operating Budget as voted at the previous Town Meeting, subtract state aid as dictated by the cherry sheet, divide by population as set forth in the last available annual Town Census.

Town Expenses are calculated in accordance with the methodology and efficiency factors as shown on the attached "Quarry North Fiscal Analysis" spreadsheet dated November 16, 2018 attached hereto as Exhibit "A" to this Exhibit 4. This methodology is incorporated by reference into this Agreement, and resulted in the Estimates of Revenues and Costs that are incorporated by reference herein as Exhibit "B" to this Exhibit 4.

The Town shall notify the Developer prior to December 31 in any fiscal year in which the Town asserts that either (a) the population of the development exceeds 550 or (b) Town expenses exceed Town revenues attributable to the development. Failure of the Town to make any such notification shall be a waiver of the Town's right to assert a Per Capita Mitigation payment for the fiscal year in which notification is not made, but shall not constitute a waiver in any subsequent fiscal year for which notification is properly made, subject to the total limitation of 5 fiscal years or \$500,000.00 total.

## **FISCAL ANALYSIS**

- Based on the negotiated development and studies performed during the negotiation period, the Town prepared a fiscal analysis.



# FISCAL ANALYSIS

- In the first year of final completion of the development the Town anticipates revenues from the development to be \$2,128,140.46
  - Based on current tax rate
- The Town expects total expenditures to be \$1,551,614.27
  - Based on current budget
- The Town expects to have surplus revenue from this development of \$576,626.19 annually

# FISCAL ANALYSIS: REVENUES

- \* \$2,032,140.46 in Property Tax per year
- \* The estimated assessed value of the 40R development is \$14,430,195
  - \* Taxes paid per year \$258,733
- \* The estimates assessed value of the market rate for sale units is \$87,803,504
  - \* Taxes paid per year \$1,773,407
- \* Excise Taxes per year: \$96,000



# FISCAL ANALYSIS: EXPENDITURES

- To determine non-education costs to the budget related to this development, the Town used the same metrics used in the Meadow Walk fiscal analysis.
- In order to estimate the cost of residential services, consultants analyze our operating budgets to identify population-sensitive costs and then assign each category of service an increase based on estimated impacts.
- Based on this analysis, we determined that non school costs will increase by \$283,061.06 per year.



# FISCAL ANALYSIS: EXPENDITURES

- Based on the capacity study and student number forecast, the Town estimated the potential increase to school spending.
- We increased the budget for the maximum number of personnel possibly needed and multiplied all of the instructional items by the percentage of new students to create this conservative approach.
  - Based on current budget
  - In this analysis for instance you would not increase the line item for electricity or custodial services, but would increase the line item for textbooks, art supplies, transportation and special education.
- Total spent on education per year: \$1,268,553
  - Estimated cost per student: \$12,813.67



# **FISCAL ANALYSIS: REVENUES VS EXPENDITURES**

- Estimated revenues in first year:  
\$2,032,140.46 + \$96,000
- Total estimated expenditures in first year:  
\$1,551,614.27
  - Education-SPS: \$777,818.95
  - Education- IS: \$496,734.26
  - Non-education: \$283,061.06
- Total excess revenue annually: \$576,526.19

Town-Wide Expenses	Residential Share, Town Operating Budget	Efficiency Factors				Age-Restricted Housing
		Assisted Living	Apartments/Townhouses	Assisted Living	Age-Restricted Housing	
General Government	2,581,900.00	0.1	0.1	0.1	0.1	0.1
Public Safety	5,838,500.00	1.05	0.75	0.75	0.75	0.75
Public Works	4,545,100.00	0	0.05	0.05	0.05	0.05
Health & Human Services	576,400.00	0.5	0.3	0.3	0.2	0.2
Culture & Recreation	1,233,400.00	0.1	0.3	0.3	0.5	0.5
Benefits	4,290,500.00	0.025	0.015	0.015	0.02	0.02
Other	62,400.00	0	0	0	0	0
	<u>19,128,200.00</u>					

FY16 Budget Net of Debt	FY19 Budget Net of Debt	Increase
88,711,995	98,516,637	
-3,719,050	-3,100,625	
<u>84,992,945.00</u>	<u>95,416,012.00</u>	12.26%

Cost Per Household	1,289.91	1,021.60	1,060.89
Number of Households	-	194.00	80.00
Incremental Cost	-	198,189.89	84,871.17

Education Expenses	Residential Share, Town Operating Budget	Efficiency Factors		
		Assisted Living	Apartments/Townhouses	Age-Restricted Housing
Incremental Cost Per Student			12,813.67	
Number of Students			99.00	
Estimated Cost of Services			1,268,553.20	

Total Estimated Cost of Services 1,551,614.27

Number of Students that create a negative financial forecast 45

Total Students 144.00

Town of Sudbury  
 Educational Cost Analysis - Quarry North  
 November 11, 2018

FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
1 01	50501435	110000	01 -300-3000-500-501-43-5-110000-	SCHOOL COMMITTEE OTHER	E
2 01	50543325	110000	01 -300-3000-500-543-32-5-110000-	SCHOOL COMM. LEGAL ADS & FEES	E
3 01	50501195	110000	01 -300-3000-500-501-19-5-110000-	SCHOOL COMMITTEE SECRETARY	E
4 01	10501325	120000	01 -300-3000-100-501-32-5-120000-	TECHNOLOGY & TRAINING	E
5 01	10501375	120000	01 -300-3000-100-501-37-5-120000-	POSTAGE-CENTRAL OFFICE	E
6 01	10593195	120000	01 -300-3000-100-593-19-5-120000-	STAFF BANK	E
7 01	20501325	120000	01 -300-3000-200-501-32-5-120000-	SYSTEM CONTRACTED SERVICES	E
8 01	20501335	120000	01 -300-3000-200-501-33-5-120000-	SCHOOL SYSTEM MEMBERSHIPS	E
9 01	10501315	120000	01 -300-3000-100-501-31-5-120000-	MILEAGE REIMBURSEMENT	E
10 01	21501115	120000	01 -300-3000-210-501-11-5-120000-	TECHNOLOGY DIRECTOR	E
11 01	20501175	120000	01 -300-3000-200-501-17-5-120000-	SUPPORT STAFF	E
12 01	20501115	120000	01 -300-3000-200-501-11-5-120000-	ADMINISTRATOR SALARY	E
13 01	10501215	120000	01 -300-3000-100-501-21-5-120000-	SUPPLIES CENTRAL OFFICE	E
14 01	22584431	210000	01 -300-3000-220-584-43-1-210000-	SPED OTHER	E
15 01	22584115	210000	01 -300-3000-220-584-11-5-210000-	TEAM CHAIR/OOD COORDINATOR	E
16 01	18501215	220000	01 -300-3000-180-501-21-5-220000-	PRINCIPAL OFFICE SUPPLIES	E
17 01	12501215	220000	01 -300-3000-120-501-21-5-220000-	PRINCIPAL OFFICE SUPPLIES	E
18 01	11501215	220000	01 -300-3000-115-501-21-5-220000-	PRINCIPAL'S OFFICE SUPPLIES	E
19 01	14501215	220000	01 -300-3000-140-501-21-5-220000-	PRINCIPAL OFFICE SUPPLIES	E
20 01	16501215	220000	01 -300-3000-162-501-21-5-220000-	PRINCIPAL OFFICE SUPPLIES	E
21 01	11501175	220000	01 -300-3000-115-501-17-5-220000-	ADMINISTRATIVE ASSISTANTS	E
22 01	18501175	220000	01 -300-3000-180-501-17-5-220000-	ADMIN ASSISTANTS	E
23 01	14501175	220000	01 -300-3000-140-501-17-5-220000-	ADMIN ASSISTANTS	E
24 01	12501175	220000	01 -300-3000-120-501-17-5-220000-	ADMIN ASSISTANTS	E
25 01	16501175	220000	01 -300-3000-162-501-17-5-220000-	ADMIN ASSISTANTS	E
26 01	12501115	220000	01 -300-3000-120-501-11-5-220000-	ADMINISTRATOR SALARY	E
27 01	14501115	220000	01 -300-3000-140-501-11-5-220000-	ADMINISTRATOR SALARY	E
28 01	16501115	220000	01 -300-3000-162-501-11-5-220000-	ADMINISTRATOR SALARY	E
29 01	11501115	220000	01 -300-3000-115-501-11-5-220000-	ADMINISTRATOR SALARY	E
30 01	18501115	220000	01 -300-3000-180-501-11-5-220000-	ADMINISTRATOR SALARY	E
66 01	14563321	230000	01 -300-3000-140-563-32-1-230000-	PIANO & INSTRUMENT REPAIR	E
67 01	14563211	230000	01 -300-3000-140-563-21-1-230000-	MUSIC SUPPLIES	E
68 01	12563321	230000	01 -300-3000-120-563-32-1-230000-	PIANO & INSTRUMENT REPAIR	E
69 01	11563321	230000	01 -300-3000-115-563-32-1-230000-	PIANO & INSTRUMENT REPAIR	E
70 01	12563211	230000	01 -300-3000-120-563-21-1-230000-	MUSIC SUPPLIES	E
71 01	11563211	230000	01 -300-3000-115-563-21-1-230000-	MUSIC SUPPLIES	E
72 01	14570211	230000	01 -300-3000-140-570-21-1-230000-	PHYSICAL EDUCATION SUPPLIES	E
73 01	11541211	230000	01 -300-3000-115-541-21-1-230000-	KINDERGARTEN SUPPLIES	E
74 01	11570211	230000	01 -300-3000-115-570-21-1-230000-	PHYSICAL EDUCATION SUPPLIES	E
75 01	12570211	230000	01 -300-3000-120-570-21-1-230000-	PHYSICAL EDUCATION SUPPLIES	E
76 01	16563211	230000	01 -300-3000-162-563-21-1-230000-	MUSIC SUPPLIES	E

FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
77 01	16570211	230000	01 -300-3000-162-570-21-1-230000-	PHYSICAL EDUCATION SUPPLIES	E
78 01	14541211	230000	01 -300-3000-140-541-21-1-230000-	KINDERGARTEN SUPPLIES	E
79 01	12541211	230000	01 -300-3000-120-541-21-1-230000-	KINDERGARTEN SUPPLIES	E
80 01	18584212	230000	01 -300-3000-180-584-21-2-230000-	SPED SUPPLIES	E
81 01	18563321	230000	01 -300-3000-180-563-32-1-230000-	PIANO & INSTRUMENT REPAIR	E
82 01	11584212	230000	01 -300-3000-115-584-21-2-230000-	SPED SUPPLIES	E
83 01	14584212	230000	01 -300-3000-140-584-21-2-230000-	SPED SUPPLIES	E
84 01	16584212	230000	01 -300-3000-162-584-21-2-230000-	SPED SUPPLIES	E
85 01	18570211	230000	01 -300-3000-180-570-21-1-230000-	PHYSICAL EDUCATION SUPPLIES	E
86 01	16541211	230000	01 -300-3000-162-541-21-1-230000-	KINDERGARTEN SUPPLIES	E
87 01	12584212	230000	01 -300-3000-120-584-21-2-230000-	SPED SUPPLIES	E
88 01	14502211	230000	01 -300-3000-140-502-21-1-230000-	ART SUPPLIES	E
89 01	22520142	230000	01 -300-3000-220-520-14-2-230000-	EARLY CHILDHOOD ASSISTANT	E
90 01	18563211	230000	01 -300-3000-180-563-21-1-230000-	MUSIC SUPPLIES	E
91 01	18540211	230000	01 -300-3000-180-540-21-1-230000-	TECHNOLOGY EDUCATION SUPPLIES	E
92 01	11502211	230000	01 -300-3000-115-502-21-5-230000-	ART SUPPLIES	E
93 01	12502211	230000	01 -300-3000-120-502-21-1-230000-	ART SUPPLIES	E
94 01	18555181	230000	01 -300-3000-180-555-18-1-230000-	MATH SUPPORT PARA SALARY	E
95 01	16502211	230000	01 -300-3000-162-502-21-1-230000-	ART SUPPLIES	E
96 01	18502211	230000	01 -300-3000-180-502-21-1-230000-	ARTS SUPPLIES	E
97 01	22520212	230000	01 -300-3000-220-520-21-2-230000-	EARLY CHILDHOOD OFF. SUPPLIES	E
98 01	16516211	230000	01 -300-3000-162-516-21-1-230000-	GENERAL SCHOOL SUPPLIES	E
99 01	12516211	230000	01 -300-3000-120-516-21-1-230000-	GENERAL SCHOOL SUPPLIES	E
100 01	14516211	230000	01 -300-3000-140-516-21-1-230000-	GENERAL SCHOOL SUPPLIES	E
101 01	14536211	230000	01 -300-3000-140-536-21-1-230000-	INSTRUCTIONAL SUPPLIES	E
102 01	22522325	230000	01 -300-3000-220-522-32-5-230000-	ENGLISH SECOND LANG CONTRACTED	E
103 01	22590324	230000	01 -300-3000-220-590-32-4-230000-	HEARING SVC CONTRACTED	E
104 01	11536211	230000	01 -300-3000-115-536-21-1-230000-	INSTRUCTIONAL SUPPLIES	E
105 01	12536211	230000	01 -300-3000-120-536-21-1-230000-	INSTRUCTIONAL SUPPLIES	E
106 01	11516143	230000	01 -300-3000-115-516-14-3-230000-	LORING SCHOOL AIDE	E
107 01	22584212	230000	01 -300-3000-220-584-21-2-230000-	SPED OFFICE SUPPLY	E
108 01	11516211	230000	01 -300-3000-115-516-21-1-230000-	GENERAL SCHOOL SUPPLIES	E
109 01	18561211	230000	01 -300-3000-180-561-21-1-230000-	GENERAL SCHOOL SUPPLIES	E
110 01	21560283	230000	01 -300-3000-210-560-28-3-230000-	COMPUTER NETWORK	E
111 01	18536211	230000	01 -300-3000-180-536-21-1-230000-	INSTRUCTIONAL SUPPLIES	E
112 01	16536211	230000	01 -300-3000-162-536-21-1-230000-	INSTRUCTIONAL SUPPLIES	E
113 01	22584392	230000	01 -300-3000-220-584-39-2-230000-	TESTING AND EVALUATIONS	E
114 01	12524131	230000	01 -300-3000-120-524-13-1-230000-	WORLD LANGUAGE PROF SALARY	E
115 01	20622195	230000	01 -300-3000-200-622-19-5-230000-	403(b) MATCH	E
116 01	20573191	230000	01 -300-3000-200-573-19-1-230000-	DEGREE CHANGE	E
117 01	16575143	230000	01 -300-3000-162-575-14-3-230000-	READING TUTOR	E
118 01	22590322	230000	01 -300-3000-220-590-32-2-230000-	SPED CONSULTANT CONTRACTED	E
119 01	14502131	230000	01 -300-3000-140-502-13-1-230000-	ART TEACHERS	E
120 01	14555131	230000	01 -300-3000-140-555-13-1-230000-	MATH COACH PROF SALARY	E



FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
121 01	22571133	230000	01 -300-3000-220-571-13-3-230000-	PHYSICAL THERAPY PROF SALARY	E
122 01	22534322	230000	01 -300-3000-220-534-32-2-230000-	HOME BASED SVC CONTRACTED	E
123 01	22564133	230000	01 -300-3000-220-564-13-3-230000-	OCCUPAT. THERAPY PROF SALARY	E
124 01	22584322	230000	01 -300-3000-220-584-32-2-230000-	SPED CONTRACTED PROGRAM	E
125 01	11516181	230000	01 -300-3000-115-516-18-1-230000-	LUNCHROOM AIDES	E
126 01	14516181	230000	01 -300-3000-140-516-18-1-230000-	LUNCHROOM AIDE	E
127 01	12516181	230000	01 -300-3000-120-516-18-1-230000-	LUNCHROOM AIDE	E
128 01	16516181	230000	01 -300-3000-162-516-18-1-230000-	LUNCHROOM AIDE	E
129 01	11541141	230000	01 -300-3000-115-541-14-1-230000-	KINDERGARTEN AIDES	E
130 01	16541141	230000	01 -300-3000-162-541-14-1-230000-	KINDERGARTEN AIDES	E
131 01	14563131	230000	01 -300-3000-140-563-13-1-230000-	KINDERGARTEN AIDES	E
132 01	11563131	230000	01 -300-3000-115-563-13-1-230000-	MUSIC TEACHERS	E
133 01	20621195	230000	01 -300-3000-200-621-19-5-230000-	MUSIC TEACHERS	E
134 01	12541141	230000	01 -300-3000-120-541-14-1-230000-	STIPENDS	E
135 01	14541141	230000	01 -300-3000-140-541-14-1-230000-	KINDERGARTEN AIDES	E
136 01	11575143	230000	01 -300-3000-115-575-14-3-230000-	KINDERGARTEN AIDES	E
137 01	14575143	230000	01 -300-3000-140-575-14-3-230000-	READING TUTOR	E
138 01	14524131	230000	01 -300-3000-140-524-13-1-230000-	READING TUTOR	E
139 01	12502131	230000	01 -300-3000-120-502-13-1-230000-	WORLD LANGUAGE PROF SALARY	E
140 01	12575143	230000	01 -300-3000-120-575-14-3-230000-	ART TEACHERS	E
141 01	11524131	230000	01 -300-3000-115-524-13-1-230000-	READING TUTOR	E
142 01	11502131	230000	01 -300-3000-115-502-13-1-230000-	WORLD LANGUAGE PROF SALARY	E
143 01	12575131	230000	01 -300-3000-120-575-13-1-230000-	ART TEACHERS	E
144 01	12570131	230000	01 -300-3000-120-570-13-1-230000-	READING SPECIALIST	E
145 01	11584142	230000	01 -300-3000-115-584-14-2-230000-	PHYSICAL ED TEACHERS	E
146 01	16524131	230000	01 -300-3000-162-524-13-1-230000-	LORING SPED AIDES	E
147 01	22520132	230000	01 -300-3000-220-520-13-2-230000-	WORLD LANGUAGE PROF SALARY	E
148 01	22584171	230000	01 -300-3000-220-584-17-1-230000-	EARLY CHILD DIRECTOR	E
149 01	16572142	230000	01 -300-3000-162-572-14-2-230000-	SPED ADMIN ASST	E
150 01	21514113	230000	01 -300-3000-210-514-11-3-230000-	PRESCHOOL AIDES	E
151 01	11570131	230000	01 -300-3000-115-570-13-1-230000-	EDUCATIONAL TECH COOD.	E
152 01	14570131	230000	01 -300-3000-140-570-13-1-230000-	PHYSICAL ED TEACHERS	E
153 01	18575131	230000	01 -300-3000-180-575-13-1-230000-	PHYSICAL ED TEACHERS	E
154 01	18531131	230000	01 -300-3000-180-531-13-1-230000-	READING SPECIALISTS	E
155 01	11575131	230000	01 -300-3000-115-575-13-1-230000-	CURTIS HEALTH TEACHER	E
156 01	16570131	230000	01 -300-3000-162-570-13-1-230000-	READING SPECIALIST	E
157 01	12555131	230000	01 -300-3000-120-555-13-1-230000-	PHYSICAL ED TEACHERS	E
158 01	12563131	230000	01 -300-3000-120-563-13-1-230000-	MATH COACH PROF SALARY	E
159 01	16584142	230000	01 -300-3000-162-584-14-2-230000-	MUSIC TEACHERS	E
160 01	12584142	230000	01 -300-3000-120-584-14-2-230000-	SPED AIDES	E
161 01	16563131	230000	01 -300-3000-162-563-13-1-230000-	SPED AIDES	E
162 01	14584142	230000	01 -300-3000-140-584-14-2-230000-	MUSIC TEACHERS	E
163 01	22584132	230000	01 -300-3000-220-584-13-2-230000-	SPED AIDES	E
164 01	18584142	230000	01 -300-3000-180-584-14-2-230000-	SPED BCBA TEACHER	E
				SPED AIDES	E

FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
165 01	18540131	230000	01 -300-3000-180-540-13-1-230000-	TECHNICAL EDUCATION TEACHERS	E
166 01	16502131	230000	01 -300-3000-162-502-13-1-230000-	ART TEACHERS	E
167 01	16575131	230000	01 -300-3000-162-575-13-1-230000-	READING SPECIALIST	E
168 01	18502131	230000	01 -300-3000-180-502-13-1-230000-	ART TEACHERS	E
169 01	21522131	230000	01 -300-3000-210-522-13-1-230000-	ENGLISH SECOND LANG TEACHER	E
170 01	11555131	230000	01 -300-3000-115-555-13-1-230000-	MATH COACH PROF SALARY	E
171 01	14575131	230000	01 -300-3000-140-575-13-1-230000-	READING SPECIALISTS	E
172 01	18570131	230000	01 -300-3000-180-570-13-1-230000-	PHYSICAL ED TEACHERS	E
173 01	22584195	230000	01 -300-3000-220-584-19-5-230000-	TUTOR ABA SPED INSTRUCTION	E
174 01	16555131	230000	01 -300-3000-162-555-13-1-230000-	MATH COACH PROF SALARY	E
175 01	12541131	230000	01 -300-3000-120-541-13-1-230000-	KINDERGARTEN TEACHERS	E
176 01	14541131	230000	01 -300-3000-140-541-13-1-230000-	KINDERGARTEN TEACHERS	E
177 01	18563131	230000	01 -300-3000-180-563-13-1-230000-	MUSIC TEACHERS	E
178 01	20594131	230000	01 -300-3000-200-594-13-1-230000-	SUBSTITUTES	E
179 01	18513131	230000	01 -300-3000-180-513-13-1-230000-	COMPUTER TEACHERS	E
180 01	16572132	230000	01 -300-3000-162-572-13-2-230000-	PRESCHOOL TEACHER	E
181 01	12584132	230000	01 -300-3000-120-584-13-2-230000-	SPED TEACHERS	E
182 01	14584132	230000	01 -300-3000-140-584-13-2-230000-	SPED TEACHERS	E
183 01	11541131	230000	01 -300-3000-115-541-13-1-230000-	KINDERGARTEN TEACHERS	E
184 01	16541131	230000	01 -300-3000-162-541-13-1-230000-	KINDERGARTEN TEACHER	E
185 01	11584132	230000	01 -300-3000-115-584-13-2-230000-	SPED TEACHERS	E
186 01	18524131	230000	01 -300-3000-180-524-13-1-230000-	WORLD LANGUAGE PROF SALARY	E
187 01	16584132	230000	01 -300-3000-162-584-13-2-230000-	SPED TEACHERS	E
188 01	22591132	230000	01 -300-3000-220-591-13-2-230000-	SPEECH THERAPIST	E
189 01	18582131	230000	01 -300-3000-180-582-13-1-230000-	SCIENCE TEACHERS	E
190 01	22584142	230000	01 -300-3000-220-584-14-2-230000-	EXTENDED YR SERVICES SALARIES	E
191 01	18555131	230000	01 -300-3000-180-555-13-1-230000-	MATH PROF SALARY	E
192 01	21514121	230000	01 -300-3000-210-514-12-1-230000-	CURRICULUM DIRECTOR	E
193 01	18521131	230000	01 -300-3000-180-521-13-1-230000-	LANGUAGE ARTS TEACHER	E
194 01	18583131	230000	01 -300-3000-180-583-13-1-230000-	SOCIAL STUDIES TEACHERS	E
195 01	18584132	230000	01 -300-3000-180-584-13-2-230000-	SPED TEACHERS	E
196 01	18516131	230000	01 -300-3000-180-516-13-1-230000-	CLASSROOM TEACHERS	E
197 01	12516131	230000	01 -300-3000-120-516-13-1-230000-	CLASSROOM TEACHERS	E
198 01	11516131	230000	01 -300-3000-115-516-13-1-230000-	CLASSROOM TEACHERS	E
199 01	14516131	230000	01 -300-3000-140-516-13-1-230000-	CLASSROOM TEACHERS	E
200 01	16516131	230000	01 -300-3000-162-516-13-1-230000-	CLASSROOM TEACHERS	E
202 01	11573351	235000	01 -300-3000-115-573-35-1-235000-	CONFERENCE FEES	E
203 01	12573351	235000	01 -300-3000-120-573-35-1-235000-	CONFERENCE FEES	E
204 01	16573351	235000	01 -300-3000-162-573-35-1-235000-	CONFERENCE FEES	E
205 01	14573351	235000	01 -300-3000-140-573-35-1-235000-	CONFERENCE FEES	E
206 01	18573351	235000	01 -300-3000-180-573-35-1-235000-	CONFERENCE FEES	E
207 01	21573431	235000	01 -300-3000-210-573-43-1-235000-	PROFESSIONAL DEV OTHER	E
208 01	20573381	235000	01 -300-3000-200-573-38-1-235000-	TUITION REIMBURSEMENT	E
209 01	22573353	235000	01 -300-3000-220-573-35-3-235000-	PROFESSIONAL DEVELOPMENT	E

FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
210 01	20594191	235000	01 -300-3000-200-594-19-1-235000-	CONFERENCE SUBSTITUTE	E
212 01	21573133	235000	01 -300-3000-210-573-13-3-235000-	PROF DEV PROF SALARY STIPENDS	E
217 01	18584232	240000	01 -300-3000-180-584-23-2-240000-	SKILLS CENTER/SPED TEXTS	E
218 01	18582231	240000	01 -300-3000-180-582-23-1-240000-	SCIENCE TEXTS	E
219 01	18521231	240000	01 -300-3000-180-521-23-1-240000-	LANGUAGE ARTS TEXTS	E
220 01	18555231	240000	01 -300-3000-180-555-23-1-240000-	MATH TEXTS	E
221 01	18583231	240000	01 -300-3000-180-583-23-1-240000-	SOCIAL STUDIES TEXTS	E
222 01	14575231	240000	01 -300-3000-140-575-23-1-240000-	READING TEXTS	E
223 01	16575231	240000	01 -300-3000-162-575-23-1-240000-	READING TEXTS	E
224 01	18575231	240000	01 -300-3000-180-575-23-1-240000-	READING TEXTS	E
225 01	11575231	240000	01 -300-3000-115-575-23-1-240000-	READING TEXTS	E
226 01	12575231	240000	01 -300-3000-120-575-23-1-240000-	READING TEXTS	E
227 01	18524231	240000	01 -300-3000-180-524-23-1-240000-	READING TEXTS	E
228 01	12555231	240000	01 -300-3000-120-555-23-1-240000-	WORLD LANGUAGE TEXTS	E
229 01	14555231	240000	01 -300-3000-140-555-23-1-240000-	MATH TEXTS	E
230 01	11555231	240000	01 -300-3000-115-555-23-1-240000-	MATH TEXTS	E
231 01	16555231	240000	01 -300-3000-162-555-23-1-240000-	MATH TEXTS	E
234 01	21610333	250000	01 -300-3000-210-610-33-3-250000-	MEMBERSHIPS	E
235 01	14544233	250000	01 -300-3000-140-544-23-3-250000-	LIBRARY SUPPLIES	E
236 01	11544233	250000	01 -300-3000-115-544-23-3-250000-	LIBRARY SUPPLIES	E
237 01	12544233	250000	01 -300-3000-120-544-23-3-250000-	LIBRARY SUPPLIES	E
238 01	21610293	250000	01 -300-3000-210-610-29-3-250000-	EQUIPMENT REPAIR	E
239 01	21610353	250000	01 -300-3000-210-610-35-3-250000-	CONFERENCE AND MILEAGE	E
240 01	16544233	250000	01 -300-3000-162-544-23-3-250000-	LIBRARY SUPPLIES	E
241 01	18544233	250000	01 -300-3000-180-544-23-3-250000-	LIBRARY SUPPLIES	E
242 01	14544183	250000	01 -300-3000-140-544-18-3-250000-	LIBRARIAN AIDES	E
243 01	11544183	250000	01 -300-3000-115-544-18-3-250000-	LIBRARIAN AIDES	E
244 01	18544183	250000	01 -300-3000-180-544-18-3-250000-	LIBRARIAN AIDES	E
245 01	12544183	250000	01 -300-3000-120-544-18-3-250000-	LIBRARIAN AIDES	E
246 01	12544133	250000	01 -300-3000-120-544-13-3-250000-	LIBRARIAN AIDES	E
247 01	21610213	250000	01 -300-3000-210-610-21-3-250000-	LIBRARIAN	E
248 01	16544183	250000	01 -300-3000-162-544-18-3-250000-	CURRICULUM SUPPLIES	E
249 01	11544133	250000	01 -300-3000-115-544-13-3-250000-	LIBRARIAN AIDES	E
250 01	18544133	250000	01 -300-3000-180-544-13-3-250000-	LIBRARIAN	E
251 01	16544133	250000	01 -300-3000-162-544-13-3-250000-	LIBRARIAN	E
252 01	14544133	250000	01 -300-3000-140-544-13-3-250000-	LIBRARIAN	E
253 01	21560213	250000	01 -300-3000-210-560-21-3-250000-	COMPUTER SOFTWARE	E
255 01	12505213	260000	01 -300-3000-120-505-21-3-260000-	MEDIA & TECH SUPPLIES	E
256 01	16505213	260000	01 -300-3000-162-505-21-3-260000-	MEDIA & TECH SUPPLIES	E
257 01	14505213	260000	01 -300-3000-140-505-21-3-260000-	MEDIA & TECH SUPPLIES	E
258 01	18505213	260000	01 -300-3000-180-505-21-3-260000-	MEDIA & TECH SUPPLIES	E
259 01	11505213	260000	01 -300-3000-115-505-21-3-260000-	MEDIA & TECH SUPPLIES	E
261 01	14530213	270000	01 -300-3000-140-530-21-3-270000-	GUIDANCE SUPPLIES	E
262 01	12530213	270000	01 -300-3000-120-530-21-3-270000-	GUIDANCE SUPPLIES	E

FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
263 01	11530213	270000	01 -300-3000-115-530-21-3-270000-	GUIDANCE SUPPLIES	E
264 01	16530213	270000	01 -300-3000-162-530-21-3-270000-	GUIDANCE SUPPLIES	E
265 01	18530213	270000	01 -300-3000-180-530-21-3-270000-	GUIDANCE SUPPLIES	E
266 01	22530431	270000	01 -300-3000-220-530-43-1-270000-	GUIDANCE OTHER	E
267 01	18530173	270000	01 -300-3000-180-530-17-3-270000-	GUIDANCE SUPPORT SAL	E
268 01	22530133	270000	01 -300-3000-220-530-13-1-270000-	SOCIAL WORKER	E
269 01	14530133	270000	01 -300-3000-140-530-13-3-270000-	GUIDANCE COUNSELORS	E
270 01	12530133	270000	01 -300-3000-120-530-13-3-270000-	GUIDANCE COUNSELORS	E
271 01	11530133	270000	01 -300-3000-115-530-13-3-270000-	GUIDANCE COUNSELORS	E
272 01	16530133	270000	01 -300-3000-162-530-13-1-270000-	GUIDANCE COUNSELORS	E
273 01	18530133	270000	01 -300-3000-180-530-13-3-270000-	GUIDANCE COUNSELORS	E
274 01	22574132	280000	01 -300-3000-220-574-13-2-280000-	PSYCHOLOGIST	E
279 01	22532213	320000	01 -300-3000-220-532-21-3-320000-	NURSING SUPPLIES	E
280 01	16532183	320000	01 -300-3000-162-532-18-3-320000-	SCHOOL NURSE	E
281 01	11532183	320000	01 -300-3000-115-532-18-3-320000-	SCHOOL NURSE	E
282 01	14532183	320000	01 -300-3000-140-532-18-3-320000-	SCHOOL NURSE	E
283 01	12532183	320000	01 -300-3000-120-532-18-3-320000-	SCHOOL NURSE	E
284 01	18532183	320000	01 -300-3000-180-532-18-3-320000-	SCHOOL NURSE	E
287 01	20602324	330000	01 -300-3000-200-602-32-4-330000-	REGULAR DAY TRANSPORTATION	E
288 01	22603322	330000	01 -300-3000-220-603-32-2-330000-	SPED TRANSPORTATION	E
290 01	20581195	330000	01 -300-3000-200-581-19-5-330000-	CROSSING GUARD	E
291 01	22603192	330000	01 -300-3000-220-603-19-2-330000-	TRANSPORT MONITOR	E
292 01	12592431	352000	01 -300-3000-120-592-43-1-352000-	STUDENT ACTIVITIES	E
293 01	14592431	352000	01 -300-3000-140-592-43-1-352000-	STUDENT ACTIVITIES OTHER	E
294 01	16592431	352000	01 -300-3000-162-592-43-1-352000-	STUDENT ACTIVITIES	E
295 01	11592431	352000	01 -300-3000-115-592-43-1-352000-	STUDENT ACTIVITIES	E
296 01	18592431	352000	01 -300-3000-180-592-43-1-352000-	STUDENT ACTIVITIES	E
298 01	16515204	411000	01 -300-3000-162-515-20-4-411000-	CUSTODIAN OVERTIME	E
299 01	23515324	411000	01 -300-3000-230-515-32-4-411000-	RUBBISH REMOVAL	E
300 01	23515214	411000	01 -300-3000-230-515-21-4-411000-	CUSTODIAL SUPPLIES	E
301 01	14515204	411000	01 -300-3000-140-515-20-4-411000-	CUSTODIAN OVERTIME	E
302 01	11515204	411000	01 -300-3000-115-515-20-4-411000-	CUSTODIAN OVERTIME	E
303 01	12515204	411000	01 -300-3000-120-515-20-4-411000-	CUSTODIAN OVERTIME	E
304 01	18515204	411000	01 -300-3000-180-515-20-4-411000-	CUSTODIAN OVERTIME	E
305 01	14515194	411000	01 -300-3000-140-515-19-4-411000-	CUSTODIAN SALARIES	E
306 01	11515194	411000	01 -300-3000-115-515-19-4-411000-	CUSTODIAN SALARIES	E
307 01	16515194	411000	01 -300-3000-162-515-19-4-411000-	CUSTODIAN SALARIES	E
308 01	12515194	411000	01 -300-3000-120-515-19-4-411000-	CUSTODIAN SALARIES	E
309 01	18515194	411000	01 -300-3000-180-515-19-4-411000-	CUSTODIAN SALARIES	E
310 01	23615324	413000	01 -300-3000-230-615-41-4-413000-	WATER	E
311 01	23617324	413000	01 -300-3000-230-617-32-4-413000-	HEAT - OIL AND GAS	E
312 01	23616324	413000	01 -300-3000-230-616-32-4-413000-	ELECTRIC	E
313 01	23619324	413000	01 -300-3000-230-619-32-4-413000-	TELEPHONE	E
319 01	10546324	422000	01 -300-3000-100-546-32-4-422000-	PREVENTIVE MAINT - CENTRAL OFF	E

FUND	ORG	OBJECT	FULL ACCT	ACCT DESCRIPTION	TYPE
320 01	18546324	422000	01 -300-3000-180-546-32-4-422000-	PREVENTIVE MAINTENANCE	E
321 01	23546204	422000	01 -300-3000-230-546-20-4-422000-	MAINTENANCE OVERTIME	E
322 01	23546314	422000	01 -300-3000-230-546-31-4-422000-	MAINTENANCE TRAVEL EXPENSE	E
323 01	23546324	422000	01 -300-3000-230-546-32-4-422000-	MAINTENANCE CONTRACTED SERVICE	E
324 01	23546214	422000	01 -300-3000-230-546-21-4-422000-	MAINTENANCE BUILDING SUPPLIES	E
325 01	23546194	422000	01 -300-3000-230-546-19-4-422000-	MAINTENANCE STAFF	E
328 01	18582294	423000	01 -300-3000-180-582-29-4-423000-	SCIENCE LAB EQUIP REPAIR	E
329 01	14501295	423000	01 -300-3000-140-501-29-5-423000-	OFFICE EQUIP & REPAIR	E
330 01	11501295	423000	01 -300-3000-115-501-29-5-423000-	OFFICE EQUIPMENT & REPAIRS	E
331 01	12501295	423000	01 -300-3000-120-501-29-5-423000-	OFFICE EQUIP & REPAIR	E
332 01	16501295	423000	01 -300-3000-162-501-29-5-423000-	OFFICE EQUIP & REPAIR	E
333 01	18501295	423000	01 -300-3000-180-501-29-5-423000-	OFFICE EQUIP & REPAIR	E
334 01	23546294	423000	01 -300-3000-230-546-29-4-423000-	MAINTENANCE EQUIPMENT & REPAIR	E
335 01	23546454	423000	01 -300-3000-230-546-45-4-423000-	MAINTENANCE VEHICLES	E
336 01	21513191	423000	01 -300-3000-210-513-19-1-423000-	TECHNOLOGY TECHNICIANS	E
338 01	20585345	531000	01 -300-3000-200-585-34-5-531000-	LEASE AGREEMENT COPIERS	E
340 01	01330024	540000	01 -300-3020-000-040-00-0-540000-	CARRIED FORWARD	E
345 01	01330004	540419	01 -300-3000-300-040-00-0-540419-	SCH CF EXP FY18>FY19	E
346 01	22584272	730000	01 -300-3000-220-584-27-2-730000-	SPED NEW EQUIPMENT	E
348 01	14516271	731000	01 -300-3000-140-516-27-1-731000-	NEW EQUIPMENT	E
349 01	11516271	731000	01 -300-3000-115-516-27-1-731000-	NEW EQUIPMENT	E
350 01	12516271	731000	01 -300-3000-120-516-27-1-731000-	NEW EQUIPMENT	E
351 01	16516271	731000	01 -300-3000-162-516-27-1-731000-	NEW EQUIPMENT	E
352 01	18561271	731000	01 -300-3000-180-561-27-1-731000-	NEW EQUIPMENT ACQUISITION	E
353 01	23585271	731000	01 -300-3000-230-585-27-1-731000-	NEW EQUIPMENT	E
354 01	21610273	731000	01 -300-3000-210-610-27-3-731000-	NEW EQUIPMENT	E
361 01	22596322	900000	01 -300-3000-220-596-32-2-900000-	TUITION OUT OF DISTRICT	E
362 01	01330112	520001	01 -310-3010-000-020-00-0-520001-	LSRHS EXPENSE	E
365 01	01330022	520001	01 -315-3020-000-020-00-0-520001-	VOC HS EXPENSE	E
366 01	01990002	527010	01 -900-9000-000-020-00-0-527010-	WORKERS COMP PLAN	E
367 01	01990002	527020	01 -900-9000-000-020-00-0-527020-	UNEMPLOY CLAIMS INSURANCE	E
368 01	01990002	527040	01 -900-9000-000-020-00-0-527040-	FICA MEDICARE	E
370 01	01990002	527050	01 -900-9000-000-020-00-0-527050-	LIFE INSURANCE	E
371 01	01990002	527060	01 -900-9000-000-020-00-0-527060-	MEDICAL INSURANCE AND CLAIMS	E
372 01	01990002	527065	01 -900-9000-000-020-00-0-527065-	RETIREE MEDICAL PREMIUMS/OPEB	E
373 01	01990002	527070	01 -900-9000-000-020-00-0-527070-	COUNTY RETIREMENT ASSESSMENT	E
378 01	0199102	520001	01 -905-9010-000-020-00-0-520001-	OPEB EXPENSES	E
379 01	0199045	527450	01 -945-9045-000-020-00-0-527450-	PROPERTY/LIABILITY INSURANCE	E

FUND	ORG	OBJECT	FULL ACCT	
	Current	Estimated Additional Quarry N.	Estimated Total	Percentage Increase
Students - SPS	2,217	58	2275	2.62%
Special Ed - SPS	451	12	463	2.66%
Students - LS	1,374	27	1401	1.97%
Students - Vocational	22	0	22	0.00%
<b>Total Students</b>	<b>4,064</b>	<b>97</b>	<b>4,161</b>	<b>1.81%</b>
Administrators	30	1	31	3.33%
Teachers	181	2	183	1.10%
Teachers - SPED	66	2	68	3.03%
Teachers Support	32	1	33	3.13%
Teachers Support - SPED	66	1	67	1.52%
Other Employees	29		29	0.00%
<b>Total Staff</b>	<b>404</b>	<b>7</b>	<b>411</b>	<b>2.02%</b>
Incremental Cost/Student (est.)		11,978.43	FY18 Actual	
Incremental Cost/Student (est.)		12,813.67	FY19 Budget	



FY19 BUDGET	ADJUSTMENT FACTOR	ESTIMATED CHANGE	ESTIMATED BUDGET	CY_MEMO_BAL
3,584.00	0.00%	-	3,584.00	-
68,615.00	0.00%	-	68,615.00	-
-	0.00%	-	-	250.00
-	1.10%	-	-	-
15,362.00	0.00%	-	15,362.00	-
19,667.00	0.00%	-	19,667.00	-
24,578.00	0.00%	-	24,578.00	-
47,109.00	2.62%	1,232.44	48,341.44	-
5,121.00	1.10%	56.59	5,177.59	923.08
100,000.00	0.00%	-	100,000.00	15,384.60
260,207.00	0.00%	-	260,207.00	31,049.52
575,862.00	0.00%	-	575,862.00	88,333.48
24,578.00	0.00%	-	24,578.00	-
3,072.00	2.66%	81.74	3,153.74	-
442,976.00	0.00%	-	442,976.00	59,460.27
9,328.00	0.00%	-	9,328.00	(57.24)
2,048.00	0.00%	-	2,048.00	-
2,048.00	0.00%	-	2,048.00	-
4,904.00	0.00%	-	4,904.00	-
7,879.00	0.00%	-	7,879.00	-
93,525.00	0.00%	-	93,525.00	6,747.32
87,823.00	0.00%	-	87,823.00	7,312.12
80,599.00	0.00%	-	80,599.00	11,940.68
83,096.00	0.00%	-	83,096.00	12,588.04
91,080.00	0.00%	-	91,080.00	14,012.32
115,000.00	0.00%	-	115,000.00	17,692.32
121,000.00	100.00%	121,000.00	242,000.00	17,692.32
237,752.00	0.00%	-	237,752.00	36,577.20
220,360.00	0.00%	-	220,360.00	38,076.92
331,740.00	0.00%	-	331,740.00	51,036.88
260.00	0.00%	-	260.00	-
307.00	2.62%	8.03	315.03	-
364.00	0.00%	-	364.00	-
410.00	0.00%	-	410.00	-
529.00	2.62%	13.84	542.84	-
563.00	2.62%	14.73	577.73	-
614.00	2.62%	16.06	630.06	-
1,024.00	2.62%	26.79	1,050.79	-
1,024.00	2.62%	26.79	1,050.79	-
1,042.00	2.62%	27.26	1,069.26	-
1,042.00	2.62%	27.26	1,069.26	-
1,092.00	2.62%	28.57	1,120.57	-
1,228.00	2.62%	32.13	1,260.13	-
1,536.00	2.62%	40.18	1,576.18	-
1,536.00	2.66%	40.87	1,576.87	-
1,559.00	0.00%	-	1,559.00	-
2,048.00	2.66%	54.49	2,102.49	-
2,048.00	2.66%	54.49	2,102.49	-
2,073.00	2.66%	55.16	2,128.16	-
2,079.00	2.62%	54.39	2,133.39	-
2,080.00	2.62%	54.42	2,134.42	-
2,080.00	2.66%	55.34	2,135.34	-
2,458.00	2.62%	64.30	2,522.30	-
2,530.00	0.00%	-	2,530.00	-
3,137.00	2.62%	82.07	3,219.07	-
3,643.00	2.62%	95.31	3,738.31	-
4,096.00	2.62%	107.16	4,203.16	-



FY19 BUDGET	ADJUSTMENT FACTOR	ESTIMATED CHANGE	ESTIMATED BUDGET	CY_MEMO_BAL
4,161.00	2.62%	108.86	4,269.86	-
4,614.00	1.10%	50.98	4,664.98	-
6,145.00	2.62%	160.76	6,305.76	-
6,814.00	2.62%	178.26	6,992.26	-
7,169.00	0.00%	-	7,169.00	-
8,045.00	2.62%	210.47	8,255.47	-
9,319.00	2.62%	243.80	9,562.80	-
12,155.00	2.62%	317.99	12,472.99	-
14,474.00	2.62%	378.66	14,852.66	-
15,362.00	2.62%	401.89	15,763.89	-
15,362.00	2.62%	401.89	15,763.89	-
16,181.00	2.62%	423.32	16,604.32	-
16,310.00	2.62%	426.69	16,736.69	-
16,946.00	1.10%	187.25	17,133.25	-
17,871.00	2.66%	475.50	18,346.50	-
21,103.00	2.62%	552.09	21,655.09	-
23,422.00	2.62%	612.75	24,034.75	-
32,600.00	0.00%	-	32,600.00	-
33,604.00	2.62%	879.13	34,483.13	-
34,074.00	2.62%	891.43	34,965.43	-
38,916.00	0.00%	-	38,916.00	-
39,886.00	1.10%	440.73	40,326.73	-
50,000.00	0.00%	-	50,000.00	-
50,000.00	0.00%	-	50,000.00	-
57,178.00	2.62%	1,495.86	58,673.86	-
74,746.00	2.66%	1,988.81	76,734.81	-
79,190.00	1.10%	875.03	80,065.03	-
98,988.00	1.10%	1,093.79	100,081.79	-
159,036.00	2.62%	4,160.62	163,196.62	-
180,584.00	2.62%	4,724.34	185,308.34	-
262,409.00	1.10%	2,899.55	265,308.55	-
337,953.00	2.66%	8,992.10	346,945.10	-
25,051.00	3.13%	782.84	25,833.84	114.61
18,769.00	3.13%	586.53	19,355.53	146.15
20,401.00	3.13%	637.53	21,038.53	151.62
24,322.00	3.13%	760.06	25,082.06	1,197.68
58,276.00	3.13%	1,821.13	60,097.13	1,890.84
57,683.00	1.10%	637.38	58,320.38	1,964.76
61,298.00	1.10%	677.33	61,975.33	2,494.44
104,650.00	1.10%	1,156.35	105,806.35	2,494.44
68,930.00	1.10%	761.66	69,691.66	3,767.50
45,979.00	3.13%	1,436.84	47,415.84	5,076.12
46,877.00	3.13%	1,464.91	48,341.91	5,076.12
38,468.00	2.62%	1,006.38	39,474.38	5,918.40
38,468.00	2.62%	1,006.38	39,474.38	5,918.40
26,038.00	1.10%	287.71	26,325.71	5,973.78
36,497.00	1.10%	403.28	36,900.28	6,289.12
38,468.00	2.62%	1,006.38	39,474.38	6,634.08
51,844.00	1.10%	572.86	52,416.86	7,444.03
50,460.00	1.10%	557.57	51,017.57	7,452.96
73,564.00	1.10%	812.86	74,376.86	8,371.79
52,605.00	1.10%	581.27	53,186.27	9,441.92
227,371.00	1.52%	3,445.02	230,816.02	9,468.04
61,298.00	1.10%	677.33	61,975.33	9,574.40
85,000.00	0.00%	-	85,000.00	9,807.69
62,264.00	1.10%	688.00	62,952.00	9,905.90
185,515.00	3.13%	5,797.34	191,312.34	10,244.32
69,000.00	1.10%	762.43	69,762.43	10,615.40
73,254.00	1.10%	809.44	74,063.44	11,129.91
76,623.00	1.10%	846.66	77,469.66	11,317.52

FY19 BUDGET	ADJUSTMENT FACTOR	ESTIMATED CHANGE	ESTIMATED BUDGET	CY_MEMO_BAL
156,695.00	1.10%	1,731.44	158,426.44	12,278.60
84,399.00	1.10%	932.59	85,331.59	12,465.68
86,589.00	1.10%	956.78	87,545.78	12,789.40
86,589.00	1.10%	956.78	87,545.78	12,789.40
86,589.00	1.10%	956.78	87,545.78	12,789.40
151,496.00	1.10%	1,673.99	153,169.99	13,154.68
363,432.00	1.52%	5,506.55	368,938.55	13,877.32
308,158.00	1.52%	4,669.06	312,827.06	14,214.20
84,399.00	1.10%	932.59	85,331.59	14,960.12
247,206.00	1.52%	3,745.55	250,951.55	15,228.36
303,564.00	3.03%	9,198.91	312,762.91	15,228.92
396,690.00	1.52%	6,010.45	402,700.45	15,500.36
178,214.00	1.10%	1,969.22	180,183.22	16,100.00
104,650.00	2.62%	2,737.80	107,387.80	16,100.00
104,650.00	1.10%	1,156.35	105,806.35	16,100.00
115,612.00	2.62%	3,024.58	118,636.58	16,100.00
131,427.00	2.62%	3,438.32	134,865.32	16,320.48
109,620.00	1.10%	1,211.27	110,831.27	16,864.60
109,620.00	1.10%	1,211.27	110,831.27	16,864.60
219,240.00	1.10%	2,422.54	221,662.54	16,864.60
455,175.00	3.03%	13,793.18	468,968.18	17,304.70
100,144.00	1.10%	1,106.56	101,250.56	18,341.55
233,518.00	1.10%	2,580.31	236,098.31	26,965.40
276,820.00	1.10%	3,058.78	279,878.78	27,507.52
269,864.00	1.10%	2,981.92	272,845.92	29,763.48
324,503.00	1.10%	3,585.67	328,088.67	31,124.52
208,608.00	1.10%	2,305.06	210,913.06	32,093.52
243,079.00	1.10%	2,685.96	245,764.96	36,546.16
438,878.00	3.03%	13,299.33	452,177.33	39,806.48
318,063.00	3.03%	9,638.27	327,701.27	46,881.32
335,999.00	1.10%	3,712.70	339,711.70	50,909.24
339,601.00	1.10%	3,752.50	343,353.50	51,445.52
537,790.00	3.03%	16,296.67	554,086.67	57,506.60
469,248.00	1.10%	5,185.06	474,433.06	60,926.28
525,968.00	3.03%	15,938.42	541,906.42	63,576.48
771,401.00	2.62%	20,180.99	791,581.99	69,021.18
651,446.00	1.10%	7,198.30	658,644.30	78,680.56
160,000.00	2.62%	4,185.84	164,185.84	87,187.01
589,371.00	1.10%	6,512.39	595,883.39	93,052.00
780,515.00	1.10%	8,624.48	789,139.48	93,881.19
599,394.00	1.10%	6,623.14	606,017.14	94,006.43
695,990.00	1.10%	7,690.50	703,680.50	104,550.60
1,288,315.00	3.03%	39,039.85	1,327,354.85	148,823.48
1,219,054.00	1.10%	13,470.21	1,232,524.21	152,709.32
1,446,983.00	1.10%	15,988.76	1,462,971.76	179,363.04
1,708,930.00	1.10%	18,883.20	1,727,813.20	205,765.72
1,532,501.00	1.10%	16,933.71	1,549,434.71	219,221.77
1,867,556.00	1.10%	20,635.98	1,888,191.98	242,573.84
2,048.00	1.10%	22.63	2,070.63	-
2,048.00	1.10%	22.63	2,070.63	-
2,048.00	1.10%	22.63	2,070.63	-
2,048.00	1.10%	22.63	2,070.63	-
6,145.00	1.10%	67.90	6,212.90	-
55,024.00	1.10%	608.00	55,632.00	-
100,000.00	0.00%	-	100,000.00	-
12,289.00	1.10%	135.79	12,424.79	437.50
26,870.00	1.10%	296.91	27,166.91	595.00
70,000.00	1.10%	773.48	70,773.48	7,511.00
544.00	2.66%	14.47	558.47	-
1,106.00	2.62%	28.93	1,134.93	-

FY19 BUDGET	ADJUSTMENT FACTOR	ESTIMATED CHANGE	ESTIMATED BUDGET	CY_MEMO_BAL
1,154.00	2.62%	30.19	1,184.19	-
1,363.00	2.62%	35.66	1,398.66	-
1,900.00	2.62%	49.71	1,949.71	-
2,048.00	2.62%	53.58	2,101.58	-
2,138.00	2.62%	55.93	2,193.93	-
3,461.00	2.62%	90.54	3,551.54	-
4,500.00	2.62%	117.73	4,617.73	-
5,121.00	2.62%	133.97	5,254.97	-
13,755.00	1.10%	151.99	13,906.99	-
14,127.00	2.62%	369.58	14,496.58	-
19,247.00	2.62%	503.53	19,750.53	-
25,371.00	2.62%	663.74	26,034.74	-
28,976.00	2.62%	758.06	29,734.06	-
2,048.00	1.10%	22.63	2,070.63	-
3,074.00	0.00%	-	3,074.00	-
4,148.00	0.00%	-	4,148.00	-
5,409.00	0.00%	-	5,409.00	-
4,598.00	2.62%	120.29	4,718.29	-
6,145.00	1.10%	67.90	6,212.90	-
8,431.00	0.00%	-	8,431.00	-
12,484.00	0.00%	-	12,484.00	-
13,341.00	0.00%	-	13,341.00	-
17,622.00	0.00%	-	17,622.00	-
13,590.00	0.00%	-	13,590.00	-
12,290.00	0.00%	-	12,290.00	-
47,958.00	0.00%	-	47,958.00	-
107,531.00	2.62%	2,813.17	110,344.17	-
13,590.00	0.00%	-	13,590.00	2,019.36
60,626.00	0.00%	-	60,626.00	8,973.24
60,626.00	0.00%	-	60,626.00	8,973.24
72,450.00	0.00%	-	72,450.00	10,723.12
83,518.00	0.00%	-	83,518.00	12,848.88
210,537.00	2.62%	5,507.96	216,044.96	49,366.60
10,036.00	2.62%	262.56	10,298.56	-
10,364.00	2.62%	271.14	10,635.14	-
10,401.00	2.62%	272.11	10,673.11	-
14,499.00	2.62%	379.32	14,878.32	-
10,241.00	2.62%	267.92	10,508.92	399.00
307.00	3.13%	9.59	316.59	-
512.00	3.13%	16.00	528.00	-
563.00	3.13%	17.59	580.59	-
830.00	3.13%	25.94	855.94	-
1,560.00	3.13%	48.75	1,608.75	-
5,875.00	3.13%	183.59	6,058.59	-
42,225.00	3.13%	1,319.53	43,544.53	6,496.16
76,623.00	3.13%	2,394.47	79,017.47	11,317.52
88,409.00	3.13%	2,762.78	91,171.78	13,061.40
99,488.00	3.13%	3,109.00	102,597.00	15,305.84
150,227.00	3.13%	4,694.59	154,921.59	19,898.12
110,120.00	3.13%	3,441.25	113,561.25	20,155.24
278,496.00	3.13%	8,703.00	287,199.00	41,031.68
585,534.00	3.13%	18,297.94	603,831.94	84,079.06
9,023.00	2.62%	236.06	9,259.06	-
78,583.00	0.00%	-	78,583.00	-
66,308.00	0.00%	-	66,308.00	9,769.52
71,439.00	0.00%	-	71,439.00	10,990.60
75,296.00	0.00%	-	75,296.00	11,430.16
110,392.00	0.00%	-	110,392.00	16,423.27
771,695.00	2.62%	20,188.68	791,883.68	-
689,000.00	2.66%	18,332.59	707,332.59	-

FY19 BUDGET	ADJUSTMENT FACTOR	ESTIMATED CHANGE	ESTIMATED BUDGET	CY_MEMO_BAL
51,888.00	0.00%	-	51,888.00	1,920.91
23,457.00	0.00%	-	23,457.00	2,873.05
3,072.00	0.00%	-	3,072.00	-
3,072.00	0.00%	-	3,072.00	-
3,072.00	0.00%	-	3,072.00	-
3,840.00	0.00%	-	3,840.00	-
6,708.00	0.00%	-	6,708.00	-
8,000.00	0.00%	-	8,000.00	-
47,109.00	0.00%	-	47,109.00	-
119,409.00	0.00%	-	119,409.00	-
8,000.00	0.00%	-	8,000.00	156.61
8,000.00	0.00%	-	8,000.00	1,127.50
8,000.00	0.00%	-	8,000.00	2,906.98
14,000.00	0.00%	-	14,000.00	3,096.50
108,407.00	0.00%	-	108,407.00	16,524.12
118,519.00	0.00%	-	118,519.00	18,005.00
124,400.00	0.00%	-	124,400.00	18,907.64
123,900.00	0.00%	-	123,900.00	18,971.64
177,387.00	0.00%	-	177,387.00	26,983.36
11,265.00	0.00%	-	11,265.00	-
239,700.00	0.00%	-	239,700.00	-
471,086.00	0.00%	-	471,086.00	-
46,085.00	0.00%	-	46,085.00	3,572.81
1,024.00	0.00%	-	1,024.00	-
2,048.00	0.00%	-	2,048.00	-
4,000.00	0.00%	-	4,000.00	-
5,809.00	0.00%	-	5,809.00	-
123,404.00	0.00%	-	123,404.00	-
164,368.00	0.00%	-	164,368.00	-
239,131.00	0.00%	-	239,131.00	32,683.13
623.00	2.62%	16.30	639.30	-
2,048.00	0.00%	-	2,048.00	-
2,048.00	0.00%	-	2,048.00	-
2,113.00	0.00%	-	2,113.00	-
6,689.00	0.00%	-	6,689.00	-
8,580.00	0.00%	-	8,580.00	-
147,470.00	0.00%	-	147,470.00	-
27,651.00	0.00%	-	27,651.00	482.19
99,000.00	0.00%	-	99,000.00	15,230.76
70,663.00	0.00%	-	70,663.00	-
100,000.00	0.00%	-	100,000.00	35,160.35
1,515,500.23	0.00%	-	1,515,500.23	764,902.16
10,865.00	2.66%	289.09	11,154.09	-
4,608.00	2.62%	120.55	4,728.55	-
4,608.00	2.62%	120.55	4,728.55	-
4,608.00	2.62%	120.55	4,728.55	-
4,608.00	2.62%	120.55	4,728.55	-
16,386.00	2.62%	428.68	16,814.68	-
94,473.00	2.62%	2,471.55	96,944.55	-
189,264.00	2.62%	4,951.43	194,215.43	119.46
1,500,857.00	2.62%	39,264.64	1,540,121.64	-
24,762,716.00	1.97%	486,699.23	25,249,415.23	4,032,973.00
663,719.00	0.00%	-	663,719.00	32,320.00
155,731.00	2.02%	3,142.85	158,873.85	204,577.00
96,291.00	2.02%	1,943.27	98,234.27	375.00
432,423.00	2.02%	8,726.84	441,149.84	82,617.35
2,829.00	2.02%	57.09	2,886.09	471.24
3,390,229.00	2.02%	68,419.12	3,458,648.12	778,816.80
850,054.00	0.00%	-	850,054.00	-
1,876,671.00	0.00%	-	1,876,671.00	4,468,265.00

SPS	300	501	122,289.03	122289.0268	-
SPS	300	543	-	0	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	593	-	0	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	501	122,289.03	122289.0268	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	520	-	0	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	540	2,064.52	2064.521739	-
SPS	300	502	8,217.61	8217.605111	-

SPS	300	502	8,217.61	8217.605111	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	520	-	0	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	536	2,999.23	2999.230492	-
SPS	300	522	3,840.22	3840.217411	-
SPS	300	590	2,390.70	2390.699743	-
SPS	300	536	2,999.23	2999.230492	-
SPS	300	536	2,999.23	2999.230492	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	561	1,041.44	1041.436175	-
SPS	300	560	5,507.96	5507.959405	-
SPS	300	536	2,999.23	2999.230492	-
SPS	300	536	2,999.23	2999.230492	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	524	7,315.68	7315.679558	-
SPS	300	622	-	0	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	590	2,390.70	2390.699743	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	571	4,160.62	4160.61705	-
SPS	300	534	4,724.34	4724.34461	-
SPS	300	564	2,899.55	2899.546961	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	621	761.66	0	761.66
SPS	300	541	18,618.06	18618.05907	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	524	7,315.68	7315.679558	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	524	7,315.68	7315.679558	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	524	7,315.68	7315.679558	-
SPS	300	520	-	0	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	572	8,483.30	8483.299551	-
SPS	300	514	9,386.91	9386.906077	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	570	5,769.77	5769.766949	-



SPS	300	575	10,835.46	10835.46406	-
SPS	300	531	932.59	932.5856354	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	540	2,064.52	2064.521739	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	502	8,217.61	8217.605111	-
SPS	300	522	3,840.22	3840.217411	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	570	5,769.77	5769.766949	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	563	7,568.11	7568.105528	-
SPS	300	594	3,882.57	3882.574586	-
SPS	300	513	2,305.06	2305.060773	-
SPS	300	572	8,483.30	8483.299551	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	541	18,618.06	18618.05907	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	524	7,315.68	7315.679558	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	591	20,180.99	20180.99143	-
SPS	300	582	7,243.53	7243.531541	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	514	9,386.91	9386.906077	-
SPS	300	521	6,653.33	6653.328469	-
SPS	300	583	7,740.20	7740.204049	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	516	90,672.64	90672.63958	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	594	3,882.57	3882.574586	-
SPS	300	573	1,675.69	1675.690608	-
SPS	300	584	155,568.35	155568.3537	-
SPS	300	582	7,243.53	7243.531541	-



SPS	300	521	6,653.33	6653.328469	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	583	7,740.20	7740.204049	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	575	10,835.46	10835.46406	-
SPS	300	524	7,315.68	7315.679558	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	555	13,262.35	13262.34824	-
SPS	300	610	7,975.42	0	7,975.42
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	610	7,975.42	0	7,975.42
SPS	300	610	7,975.42	0	7,975.42
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	610	7,975.42	0	7,975.42
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	544	-	0	-
SPS	300	560	5,507.96	5507.959405	-
SPS	300	505	1,453.03	1453.034732	-
SPS	300	505	1,453.03	1453.034732	-
SPS	300	505	1,453.03	1453.034732	-
SPS	300	505	1,453.03	1453.034732	-
SPS	300	505	1,453.03	1453.034732	-
SPS	300	505	1,453.03	1453.034732	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	530	26,726.09	26726.09375	-
SPS	300	574	18,297.94	18297.9375	-
SPS	300	532	236.06	236.0550293	-
SPS	300	532	236.06	236.0550293	-
SPS	300	532	236.06	236.0550293	-
SPS	300	532	236.06	236.0550293	-
SPS	300	532	236.06	236.0550293	-
SPS	300	532	236.06	236.0550293	-
SPS	300	532	236.06	236.0550293	-
SPS	300	602	20,188.68	20188.6829	-
SPS	300	603	18,332.59	18332.59424	-



OPEB	905	020	82,289.18	0	82,289.18
Emp Ben	945	020	82,289.18	0	82,289.18

Per Meadow Walk Calculation:

Students Per Unit	0.5
Number of Units	194.00
Estimated Number of Students	99
Rounded	99

**Apartments****Assessed Value Estimate  
Revenue**

Quantity	BR	Market Affordable	Estimated Monthly Rent	Annual Rent
0	1 BR	Market	2,100	-
50	1 BR	Affordable	1,307	784,200
0	2 BR	Market	2,660	-
40	2 BR	Affordable	1,568	752,640
0	3 BR	Market	3,250	-
11	3 BR	Affordable	1,812	239,184
101			Total	1,776,024

Less Vacancy 5% 88,801

Less Operating Expense 30% 532,807

Income 1,154,416

Cap Rate 8%

Estimated Stabilized Assessed Value **14,430,195**

**3 BR Townhouses For Sale**

Quantity	BR	Market Affordable	Estimated Sales Price	
4	3 BR	Market	652,555	2,610,220
0	3 BR	Affordable	175,000	-
			Estimated Townhouse Assessed Value	<b>2,610,220</b>

**2 BR Townhouses For Sale**

Quantity	BR	Market Affordable	Estimated Sales Price	
119	2 BR	Market	652,555	77,654,045
0	3 BR	Affordable	175,000	-
			Estimated Townhouse Assessed Value	<b>77,654,045</b>

**2 BR Condos For Sale**

Quantity	BR	Market Affordable	Estimated Sales Price	
27	1 BR	Market	411,250	11,103,750
0	3 BR	Affordable	175,000	-
			Estimated Townhouse Assessed Value	<b>11,103,750</b>

**1 BR Condos For Sale**

Quantity	BR	Market Affordable	Estimated Sales Price	
23	1 BR	Market	327,793	7,539,239
0	3 BR	Affordable	175,000	-
Estimated Townhouse Assessed Value				<b>7,539,239</b>

274 Total Estimated Assessed Value: 102,233,699

**Excise Tax**

**Assumptions**

Cars per apartment/townhouse	1.6		
Average Vehicle Value	10,000		
Excise Tax rate 25/1000	0.025		96000
Estimated Apartment Excise Tax	175,200	438.4	
Estimated Townhouse Excise Tax	<u>13,200</u>		
Total Excise Tax Estimate	<b>188,400</b>		

**Community Preservation Act Surcharge 39,520**

Tax Rate  
0.01793      258,733

Tax Rate

---

0.01793      46,801

Total

Tax Rate

---

0.01793      1,392,337

Total

Tax Rate

---

0.01793      199,090

Total              **245,891**



Tax Rate

---

0.01793      135,179

Total              **2,032,140**

373,115.69

Complex Name	Av Fin Area	Average Assessment	Restrictions
Mahoney Farms	3,088	791,748	Age No Financial Average is greater than 2,400 square feet - exclude from average calculation
Grouse Hill	2,745	576,210	Age Financial Average is greater than 2,400 square feet - exclude from average calculation
Spring House Pond	2,504	692,482	Age No Financial Include In Average
Villages on Old County	2,421	675,733	Some affordable No Age Include In Average
Landham Crossing	2,388	685,026	Some affordable No Age Include In Average
Maple Meadows	2,590	750,132	Age No Financial Average is greater than 2,400 square feet - exclude from average calculation
Carriage Lane	1,930	452,466	Some aff No Age Include In Average
Dudley Brook	2,134	757,069	Age No Financial Include In Average
Frost Farm	1,520	328,747	Financial and Age All financial and age restricted - exclude from average calculation
		652,555	Overall Average

Hi Dennis-

The current average assessed value of our newer (no income restriction) condos is between \$750,000 and \$792,000. Currently there is very little value difference associated with the number of bedrooms in townhouses. Please let me know if you have any questions on this.

Cynthia

Quarry North updated numbers!

	Weston Quarry	Sudbury Station	Quarry North
Acres	73 acres	39.87 acres	36.7 acres
Population estimate	704	510	673
units	345 units	250 units	330 units
% affordable	25%	25%	25%
excise	\$134,675	\$97,656	\$128,906
Number of public safety calls	183	132	175
cost of each call	\$360	\$360	\$360
Total cost police	\$65,880	\$47,520	\$63,000
Number of fire calls	87	62	83
cost per fire call	\$2,145	\$2,145	\$2,145
Total cost fire and ambulance	\$186,615	\$132,990	\$178,035
recreation	\$28,864 (\$41 per capita)	\$20,910	\$27,593
Health	\$48,273 (\$68.57 per capita)	\$34,971	\$46,148
number of students*	110	77	105
cost students	\$435,000	\$304,500	\$415,227
COST	\$764,632	\$540,891	\$730,003
*60% of units x .518			

36.7  
556  
274  
\$106,931  
145  
\$360  
\$52,200  
69  
\$2,145  
\$148,005  
\$22,796  
\$38,125  
54  
\$213,545.27

25% of 101

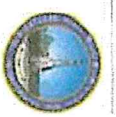
Quarry updated unit count

	Meadow Walk	Sudbury Station	Quarry North
Acres	50	39.87 acres	36.7 acres
Population estimate	537	461	608
units	310	250 units	330 units
% affordable	25%	25%	25%
excise	\$103,300	\$88,512	\$116,736
Cost municipal services (nonschool)	\$284,300	\$229,274	\$302,641
number of students*	65	65	78
cost students	\$624,000	\$624,000	\$748,800
COST	\$805,000	\$764,762	\$934,705

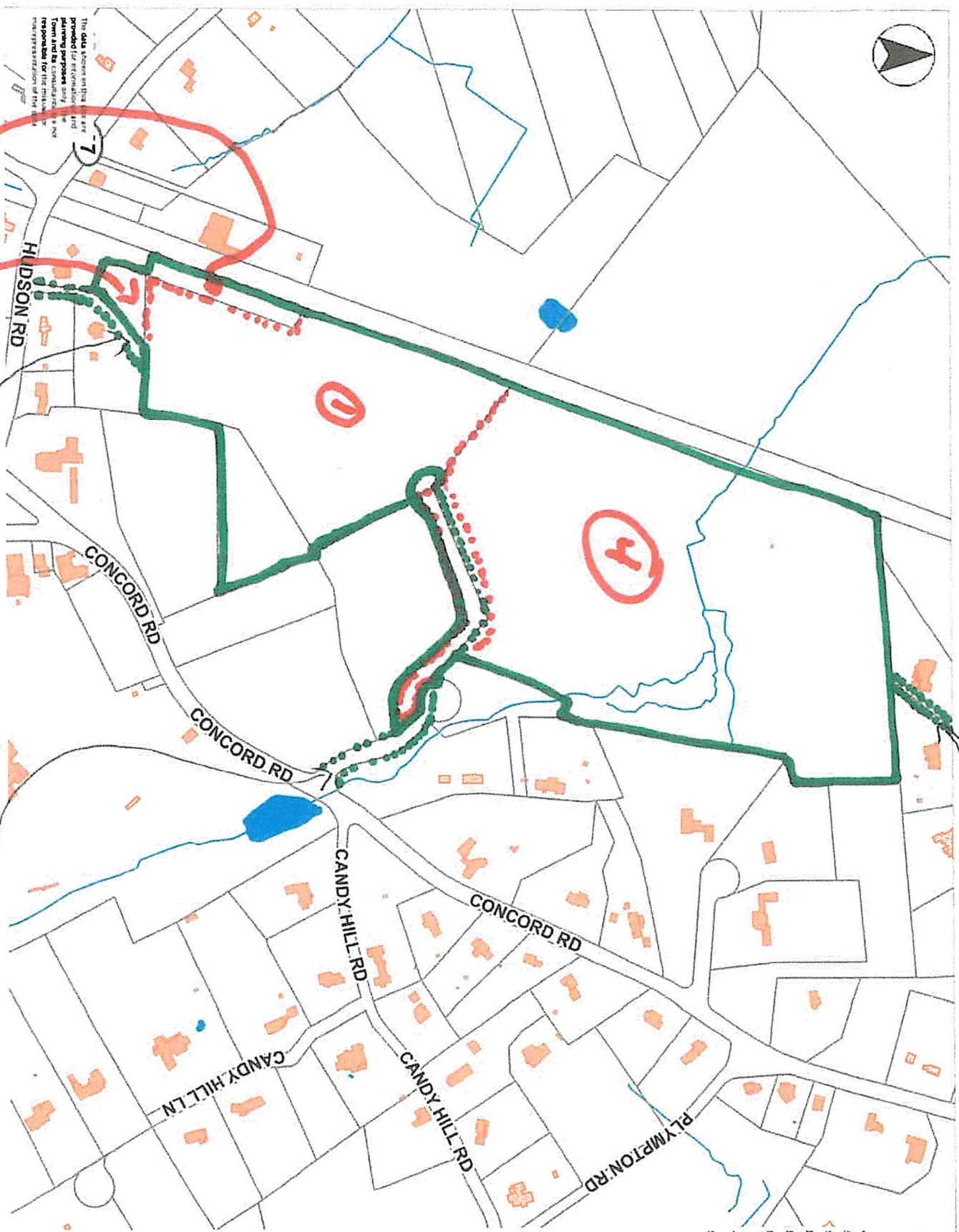
36.7  
505  
274  
\$96,926  
\$251,283  
45  
\$432,000

25% of 100

# EXHIBIT 5



- State of Ohio
- Shiloh's Ohio
- Shiloh's CIR
- Shiloh's Reservoir
- Shiloh's
- Major Highways
- US Highway Numbered Rte
- Town Boundary
- Streets



The data shown on this map is provided for informational purposes only. Town and its consultants are not responsible for the inclusion or exclusion of any information on this map.

Printed on 07/13/2018 at 10:50 AM

*Shiloh*

*Shiloh*

*Shiloh*