

2. On or about July 30, 1987, the plaintiffs initiated this action (the "Action") against the defendants seeking declaratory and other relief concerning, among other things, certain Town votes and bylaws passed by the Special Town Meeting of March 2, 1987 which (1) imposed a rent increase upon the Class calculated as 3% of the assessed valuation of each Class member's property and (2) prohibited retroactively certain members of the Class owning dwellings on land leased from the Town from converting their homes from seasonal to year-round residences. Of the 108 Conomo Point resident families at the time the Complaint was filed, the majority held leases with the Town which contained terms governing rent, conversion and renewal.

3. Pursuant to an Order of this Court dated June 1, 1988, this Action was certified as a class action on behalf of the Class of leaseholders and other residents at Conomo Point. A Notice dated June 3, 1988 was sent to the Class advising them of the pendency of the Action and their inclusion in the Class.

4. Counsel for both the plaintiffs and the defendants conducted extensive discovery, voluntarily exchanged information, and stipulated to an Agreed Statement of Facts, with sixty-six exhibits relating to this case, all of which are on file with the Court.

5. Counsel for both the plaintiffs and the defendants have researched thoroughly the legal issues raised in this case and have presented to this Court memoranda on those legal issues in support of their cross-motions for summary judgment and respective oppositions thereto.

6. Counsel for both the plaintiffs and the defendants have been involved in extensive arms-length negotiations concerning the settlement of this matter for over three years.

7. On or before May 6, 1991, a duly appointed Class Steering Committee consisting of Class members, James Jones, Esq., David Calder, John Cushing and others, reached a negotiated settlement with the Board of Selectmen of the Town of Essex, consisting of Select Persons, Samuel Hoar, Esquire, Elizabeth Story and James Barrett. The negotiated settlement is premised, in large part, upon the approval and execution of a new lease containing certain basic terms. A list of the "basic terms" is contained in the true attested copy of the Town vote relating to Article 33 which is attached hereto as Exhibit A.

8. Prior to the May 6, 1991 Town meeting, 87 of the 108 members of the Conomo Point Class were present to vote on the acceptability of the basic, negotiated terms of the new lease. Of the 87 in attendance, 75 or (86%) voted in favor of the settlement.

9. At the Annual Town Meeting of the Town of Essex held on May 6, 1991, the Town voted unanimously to enter into new leases containing said basic terms and "to rescind Articles 2 and 3 of the March 2, 1987 Special Town Meeting and Article 39 of the May 1, 1989 Annual Town Meeting as voted (concerning Conomo Point rent base rates and leases)...." The Town also voted unanimously to amend Article 33 to provide that the foregoing vote "be contingent upon the execution of a final and binding agreement

between the Town and the Conomo Point Class, said agreement to be approved by and be a part of the final judgment of the Land Court." Exhibit A.

10. Five (5) months after the Town Vote and following extensive negotiation, the parties agreed to the final form of the new Conomo Point lease (the "Lease"), a copy of which is attached hereto as Exhibit B.

11. Five (5) months after the Town Vote and following extensive negotiation, the parties agreed to the proper methodology for calculating the new rents to be inserted into each Class member's individual Lease. The final list of rents is compiled and attached hereto as Exhibit C.

12. The plaintiffs and the defendants have agreed as a term of settlement that any Final Order and Judgment of the Court shall declare invalid the amendment to the Town of Essex Bylaws known and numbered as Section 2-13.8, adopted under Article 43 at the Annual Town Meeting on May 3, 1982 and readopted under Article 4 at the Special Town Meeting on March 2, 1987 relating to the absolute prohibition against the conversion of seasonal dwellings to year-round dwellings at Conomo Point.

13. The plaintiffs and the defendants have agreed as a term of settlement that the attached list of Conomo Point residents have received all necessary and proper approvals for the year-round occupation of their dwellings. A copy of the list is attached hereto as Exhibit D.

14. The plaintiffs and the defendants have agreed as a term of settlement that any request by a Class member to the Town for inclusion on the approved list of year-round residences, subsequent to any approval of this Settlement and execution of a new Lease, shall be governed solely by the terms of the new Lease. Exhibit B.

15. Nothing contained in this Stipulation or any Final Order and Judgment of the Court shall be construed as a waiver or limitation of any Class member's right to pursue all necessary and appropriate means to establish their right to inclusion on the approved list of year-round residences in accord with the terms of the new Lease. Exhibit B.

16. Counsel for plaintiffs and the Class represented by them have investigated the facts and circumstances underlying the issues raised by the pleadings herein, and the law applicable thereto, have conducted extensive discovery, and have concluded that, taking into account the risk involved in establishing in whole or in part a right to recovery on behalf of the named plaintiffs and the Class they represent against the defendants and the likelihood that this litigation will be further protracted and expensive, it would be in the best interests of the named plaintiffs and the Class they represent to settle the Action upon the terms set forth in this Stipulation of Settlement and that such terms are fair, adequate and reasonable.

17. With respect to the claims and allegations asserted by the Class, the defendants disclaim any liability and any

wrongdoing of any kind whatsoever and they have denied all the material allegations of the Complaint in the Action and have asserted defenses which they believe are meritorious, but said defendants consider it desirable that the Action and the claims alleged therein be settled upon the terms and conditions hereinafter set forth, in order to avoid further expenses and burdensome, protracted litigation and to put to rest all claims which have been or might be asserted by any member of the Class arising from the subject matter of the Complaint herein. The proposed settlement and this Stipulation are not to be construed as admissions of liability of any kind whatsoever by any of the defendants.

18. Counsel for both the plaintiffs and the defendants represent that, in their combined opinion, and to the best of their knowledge and belief, the terms of settlement set out in this Stipulation are fair, adequate and reasonable and not the product of any collusion or fraud.

19. Combined with the risks, costs and uncertainty associated with litigation, the settlement is fair, adequate and reasonable, in part, because it assures that each and every member of the Class will possess the right to a leasehold of a twenty (20) year duration, so long as said Lease terms are complied with, whereas prior to settlement approximately thirty-seven (37) class members were, according to Town records, mere tenants at will, and the Town further contested the validity of certain other leases or the attempted renewals thereof.

20. If the Town had succeeded in raising the rents of each Class member to 3% of assessed valuation in 1987, as voted, the total sum paid by the Class in the first year would have been approximately \$400,000.00. Certain increases would have exceeded 5,000%.

21. Under the settlement, the total amount paid by the Class in the first year of the Lease will be \$71,817.21. No increase will exceed 10 times the current rent, as calculated with cost of living increases provided for in the leases and this settlement.

22. The establishment of a new Lease for a long and definite term, though at an increased rent, is in the best interests of the Class as a whole.

23. Upon entry of a Final Order and Judgment of the Court in this action, the parties hereto have agreed to dismiss voluntarily and with prejudice, each party to bear its own costs and fees, the litigation pending between the same parties in the Essex Superior Court, C.A. No. 91-398.

By the Plaintiffs,
SHERBURNE, POWERS & NEEDHAM

By the Defendants,
TIERNEY, KALIS & LUCAS

Jacob C. Diemert, Esq.
BBO# 123900
Mark C. Michalowski
BBO# 546451
One Beacon Street
Boston, MA 02108
(617) 523-2700

John F. Tierney, Esq.
BBO#
133 Washington Street
Salem, MA 01970

Dated: October __, 1991

Dated: October __, 1991



Town Clerk

TOWN HALL
ESSEX, MASSACHUSETTS 01929

I hereby certify that the following action was taken at the Annual Town Meeting of the Town of Essex held on May 6, 1991:

Article 33. CONOMO POINT LAND - LEASES AND RENT

Motion by Samuel Hoar, duly seconded, that the Town vote to rescind Articles 2 and 3 of the March 2, 1987 Special Town Meeting and Article 39 of the May 1, 1989 Annual Town Meeting as voted (concerning Conomo Point rent base rates and leases) and, further, vote to authorize the Selectmen (in such a way as to not impede or violate any order of the Land Court - Pingree et als v. Essex) to enter new leases with Conomo Point residents, said leases to provide the following basic terms:

1. lease term - 10 years
2. renewal option - 10 years upon payment of \$200.00
3. rental - 10 times the current rental being paid with annual adjustment for cost of living index increases.
4. conversion - as provided in current lease documents namely compliance with current Board of Health regulations and approval of Conomo Point Commissioners.
5. assignment - can be made for the balance of any existing term and renewal option to (a) family members or (b) to unrelated parties with the written approval of the Conomo Point Commissioners.

and such other additional terms as the Selectmen acting as Conomo Point Commissioners may determine in their discretion.

Motion by Michael Matheson, duly seconded, to amend by deleting the words "or the Selectmen may determine in their discretion" and adding "Namely; 1. A ten year lease, with no automatic renewal option; 2. No rights to conversion to year-round residency unless the conversion meets all applicable State and local laws and regulations for residences and unless the Town Meeting approves; 3. Rent at 15 times current rent adjusted each year by the cost of living index; 4. No assignment of the lease except to blood or adoptive relatives and only for the remaining years in the original ten-year term; 5. All additional terms the Selectmen feel in necessary to protect the rights of the Town and the lease holders.

Motion by Richard C. Carter, duly seconded, to terminate debate on the amendment.
Voted unanimously.

Vote on amendment - Failed.

Motion by Samuel Hoar, duly seconded, to amend the main motion to provide that the vote to rescind article 2 and 3 of the March 2, 1987 Special Town Meeting and article 39 of the May 1, 1989 Annual Town Meeting be contingent upon the execution of a final and binding agreement between the Town and the Conomo Point Class, said agreement to be approved by and be a part of the final judgement of the Land Court.

Motion by Frederick Fawcett, duly seconded, to terminate debate on the amendment.
Voted unanimously.

Vote on amendment - Voted.

Motion by Thomas Ellsworth, duly seconded, to terminate debate on the main motion as amended.

Voted unanimously.

true copy. Attest: Sally A. Soucy Vote on the main motion as amended - Voted.

L E A S E

1. Parties. This agreement made this 1st day of _____ in the year nineteen hundred and ninety-two by and between the INHABITANTS OF THE TOWN OF ESSEX, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the Lessor, and

_____ of _____, hereinafter called the Lessee.

2. Premises. Witnesseth that the Lessor, acting by and through the Board of Selectmen, in its capacity as Conomo Point Commissioners, and duly authorized by vote of the inhabitants of the Town of Essex in Town Meeting assembled and by virtue of every other power thereto enabling, in consideration of the covenants and agreements herein contained, do hereby DEMISE and LEASE unto the Lessee a certain lot of land situated in the Town of Essex at Conomo Point (including Robbins Island) so-called, said lot being numbered _____ on the following plan of land: _____

_____ accepted by the Town and filed in the Town Hall of the Town of Essex as said plans have been or may be modified by the Board of Selectmen acting in its capacity as the Conomo Point Commissioners.

3. Term. The term of the lease, unless sooner terminated as herein provided, shall be ten (10) years commencing on

_____ and ending on _____.

Lessee may, at Lessee's option, extend the above term for a single additional ten (10) year period, provided that Lessee gives Lessor written notice of Lessee's intention to exercise the extension option not before September 1, 2001 and not later than October 1, 2001; said notice of extension to be accompanied by a payment to the Town of Essex in the sum of \$200.00 as a fee for exercising said option. The notice of extension shall be ineffective if not accompanied by the \$200.00 fee.

4. Rent, Taxes. The Lessee shall pay to the Lessor rent annually at the base rate of \$_____ for the year (twelve-month period) commencing on January 1, 1992 and ending on December 31, 1992. The rent for each succeeding twelve-month period thereafter shall be adjusted to reflect changes in the Consumer Price Index ("CPI") for the City of Boston, published each January by the Bureau of Labor Statistics of the United States Department of Labor. At the end of each twelve-month period, the amount of annual rent for the following year shall be increased or decreased by the percentage change in the published January CPI index from January of the preceding term year to January of the current term year. Each time an adjustment is made, the earlier index base figure will be replaced by the adjusted index base figure for the purpose of calculating subsequent annual rent figures.

The Lessor shall issue rent bills to the Lessee annually on or before the first day of March in each term year; said bill to

reflect and include the CPI adjustment published for the prior year as described in the above paragraph.

The Lessee promises to pay said rent bill annually on or before the first day of April to the Treasurer of the Town of Essex. In the event the Lessor issues an annual rent bill after March 1, Lessee agrees to pay said bill within (30) days of issuance. If Lessee fails to make its rent payment when due, the Lessee hereby agrees to pay an interest rate of two (2) per cent per month assessed against the amount of the adjusted base rent or should said interest rate as stated exceed the maximum rate allowable by law, then the highest interest allowable by law provided that said rate is not greater than two (2) percent per month.

The Lessee also agrees to pay all taxes assessed upon said land and buildings during the term of this lease whether the tax is assessed upon said buildings as real or personal property.

5. Provision of Water. The Town shall provide water to Conomo Point and vicinity between April 15 and October 15 of each term year (or at the request of the Lessee or other Lessees at Conomo Point directed to and approved by the D.P.W., for a longer period commencing April 1 and ending November 1), subject to the terms and conditions of the following paragraph.

All decisions relating to the furnishing of water shall be subject to the jurisdiction of the Department of Public Works of the Town of Essex (hereinafter "D.P.W."). Nothing in this Lease shall be construed to prohibit the D.P.W. in its discretion from

determining that water is to be provided to Conomo Point for a longer period of time than stated in this Lease and Lessee shall have the right to request such an extension from the D.P.W. to and including April 1 to November 1 each term year. Nothing in this Lease shall be construed to limit the D.P.W., in its discretion from determining that water is to be provided to Conomo Point for a shorter period of time than any longer period so requested due to routine and customary D.P.W. considerations, such as freezing temperatures. The Lessor does hereby agree, subject to the conditions set forth herein, to furnish Lessee with water for domestic purposes during the term of this lease subject to such reasonable regulations as may be made from time to time by the Lessor concerning the use of the said water, and the said Lessor may charge the Lessee such fair rates for supplying said water as may be determined each year by the Lessor. It is further understood and agreed that the Lessor shall not be liable for any damage sustained by the Lessee, or his heirs or assigns, for any default, failure or inability to furnish water, nor for the quality of or sufficiency of the supply of said water. Lessee promises to pay charges for water in accordance with the requirements of the D.P.W.

6. Use of the Premises. Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist

thereon, nor create any substantial interference with the rights, comfort, safety or enjoyment of other tenants of Lessor or occupants of Town owned lots at Conomo Point and vicinity.

This lease is upon the condition that any building that shall stand on the lot other than a garage or outbuilding duly authorized as provided herein, shall be used exclusively as a private dwelling house. Lessee acknowledges and covenants that no trade or occupation shall be conducted or suffered on the leased premises. Lessee acknowledges that it is the desire and intention of the inhabitants of the Town of Essex that the tract of land at Conomo Point of which the premises are a part be used and occupied only during that period of the year when the tract is furnished with water by the Town. Lessee therefore covenants to use and occupy said premises only during that period; provided, however, that Lessee may use and occupy the premises other than during said period by obtaining, or having previously obtained, the following: written certification made by the Board of Health of the Town prior to use or occupancy that the premises and the dwelling house thereon comply with the laws, regulations and standards governing dwellings for human habitation in the Town of Essex; and a permit for occupancy issued by the Conomo Point Commissioners.

It is further agreed by the Lessee that the Lessee will not erect or permit to be erected on the said lot any building, structure, enclosure, fence or walk, or make or permit any excavation or other arrangement for drainage or for cesspool

purposes or for a well or for any other purpose, and will not make any alterations of any kind on existing buildings or structures without first obtaining the written permission of the said Conomo Point Commissioners, and all approvals, permits or licenses from such other pertinent municipal, state or federal, commissions, boards or agencies as required by law. Said Conomo Point Commissioners reserve the right after hearing to disapprove any such erection, construction, excavation or arrangement which is undertaken without the aforementioned written approval. The Lessee agrees to comply with such relocation and adjustment of lot lines as may be determined by the Conomo Point Commissioners and with such reasonable regulations as may from time to time be made by the Conomo Point Commissioners concerning the planting of trees and shrubs and the maintenance of gardens on said lot. In the event that there is already existing on the lot hereby leased any fence or other structure or any cesspool or drainage arrangement undertaken without the prior written permission of the Conomo Point Commissioners as described above, then, following a hearing, if the said Conomo Point Commissioners deem the same to interfere with the enjoyment and use of an adjoining lot or lots, the Lessee agrees forthwith to remove the same upon written request of the said Conomo Point Commissioners or to make such alterations or changes in the structure of the fence or other structure, or in the drainage or cesspool arrangements, as may be ordered by the said Conomo Point Commissioners.

It is further understood and agreed in case there is no dwelling house on said lot at the commencement of the term of this lease or in the event that a dwelling house on the said lot during the term of this lease is substantially destroyed by fire or other unavoidable cause or is removed, then in the event that a dwelling house is not erected within one year after the commencement of the term or such dwelling house is not restored within one year after substantial destruction or removal, this lease may be terminated at the option of the said Conomo Point Commissioners and all the Lessee's rights hereunder shall cease.

The Lessee agrees to permit the Lessor to enter upon and to view the land at reasonable times or in case of emergency.

7. Assignment. (a) The Lessee may assign this Lease, including the balance of the remaining term and the option term, if unexercised, to family members of the first degree (defined for purposes of this Lease to include spouses, children, parents and siblings) upon written notification to the Conomo Point Commissioners; and (b) the Lessee may assign this Lease including the balance of the remaining term and the option term, if unexercised, to unrelated third persons upon written notification and approval of the Conomo Point Commissioners which approval shall not be unreasonably withheld or delayed.

8. Subletting. The premises may be sublet upon written notification and approval of the Conomo Point Commissioners which approval shall not be unreasonably withheld or delayed.

9. Termination. Lessee agrees to quit and deliver the premises to the Lessor or its attorney peaceably and quietly at the end of said term.

If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises are abandoned or appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease by a thirty (30) day written notice to the Lessee to vacate said leased premises.

Any termination under this section shall be without prejudice to any other remedies which Lessor might otherwise possess regarding arrears of rent or any preceding breach of any of the terms, conditions, covenants, obligations or agreements.

10. Right of First Refusal. If the Town, at any time, shall vote to sell any or all of the lots at Conomo Point, Lessee shall have the right of first refusal to purchase their leased lot(s) upon such terms and conditions as the Town shall have prescribed for such sale.

11. Miscellaneous.

11.1 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed duly served if and when delivered in hand or mailed by first class mail, postage prepaid addressed, if to Lessee, at the Premises address stated in paragraph 2 above, or such other address as Lessee shall have last designated by notice in writing to Lessor, and, if to Lessor, at the Town of Essex, Town Hall, c/o the Conomo Point Commissioners, or such other address as Lessor shall have last designated by notice in writing to Lessee.

11.2 Governing Law and Severability. This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and if any provisions of this lease shall to any extent be invalid, the remainder of the lease shall not be affected thereby. Unless repugnant to the context, the words "Lessor" and "Lessee" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one Lessee the obligations imposed by this lease upon Lessee shall be joint and several.

WITNESS the execution hereof under seal as of the day and year first above written.

THE TOWN OF ESSEX

By: _____

Lessee(s)

Conomo Point Commissioners

MCH/CON/ANO

OWNER	MAP	LOT	1991 RENT		1992 RENT
			1985 BASE	(Base x 27.8%)	(1991 Rent x 10)
Henderson, R.	19	60	31.00	39.618	396.180
Holleran, J.	24	29	95.00	121.410	1,214.100
Johnson, G.W.	19	12	31.00	39.618	396.180
Jones, J.	24	4	38.00	48.564	485.640
Kaplan, K.	19	77	31.00	39.618	396.180
Kelly, P.	19	47	31.00	39.618	396.180
King, C.	19	7	31.00	39.618	396.180
King, R.	19	78	31.00	39.618	396.180
Landry, A.	19	34	31.00	39.618	396.180
	19	48	31.00	39.618	396.180
Lane, J.	24	35	124.00	158.472	1,584.720
Lane, M.	24	5	87.00	111.186	1,111.860
"	24	2	*	*	*
"	24	6	*	*	*
Lane, T.	24	34	38.00	48.564	485.640
Lasquade	19	41	63.00	80.514	805.140
Lemcke	24	31	44.00	56.232	562.320
LeRoyer	24	44	82.00	104.796	1,047.960
"	24	15	*	*	*
Lichtenstein	19	52	31.00	39.618	396.180
Lincoln	24	10	62.00	79.236	792.360
Lucey	19	62	31.00	39.618	396.180
Lunt	19	101	38.00	48.564	485.640
MacDougall	19	68	31.00	39.618	396.180
Marsolais	19	88	76.00	97.128	971.280
McKenna	24	1	31.00	39.618	396.180
Mears, D.	24	7	62.00	79.236	792.360
"	24	8	*	*	*
Mears, W.	19	102	44.00	56.232	562.320
Morgan, J.	19	97	42.00	53.676	536.760
Murphy, L.	19	117	31.00	39.618	396.180
Murphy, R.B.	24	11	31.00	39.618	396.180
Patterson	19	100	31.00	39.618	396.180
Perkins, J.	19	58	31.00	39.618	396.180
Pingree	19	50	31.00	39.618	396.180
Pride	24	41	63.00	80.514	805.140
Psaledakis	19	46	31.00	39.618	396.180
"	24	24	75.00	95.850	958.500
Queen	24	30	38.00	48.564	485.640
Randall, P.	19	79	31.00	39.618	396.180
Richardson	24	18	63.00	80.514	805.140
Richter	19	38	53.00	67.734	677.340
Ridge, C.	24	13	31.00	39.618	396.180
Ridge, W.	24	39	63.00	80.514	805.140
Riggs, H.	19	71	75.00	95.850	958.500
Rowe	24	27	38.00	48.564	485.640
Ryder	19	13	31.00	39.618	396.180
Schuiteman	19	59	31.00	39.618	396.180
Severance	19	86	63.00	80.514	805.140
Simpson	19	33	75.00	95.850	958.500
Sinnett	19	96	44.00	56.232	562.320

CONOMO POINT RENTS - 1991 AND 1992

<u>OWNER</u>	<u>MAP</u>	<u>LOT</u>	<u>1985 BASE</u>	<u>1991 RENT</u> (Base x 27.8%)	<u>1992 RENT</u> (1991 Rent x 10)
Allen, R.	19	56	\$ 31.00	39.618	396.180
Amirault, J.	19	26	112.50	143.775	1,437.750
Appeltofft	19	49	31.00	39.618	396.180
Bain	19	11	53.00	67.734	677.340
Barron, M.	19	95	44.00	56.232	562.320
Bertocci, L.	19	45	31.00	39.618	396.180
Bettencourt, M.	19	81	31.00	39.618	396.180
Bickford, M.	19	73	75.00	95.850	958.500
Brenneman, J.	19	51	31.00	39.618	396.180
Brettell, H.	24	3	38.00	48.564	485.640
Brown, B. (Archer)	19	98	31.00	39.618	396.180
Burke, E.	19	36	31.00	39.618	396.180
C. Pt. Assoc.	24	14	31.00	39.618	396.180
Calder, E.	19	65	31.00	39.618	396.180
Carter, R.R.	19	63	31.00	39.618	396.180
Cass	19	14	31.00	39.618	396.180
Condon, R.	19	93	63.00	80.514	805.140
Crossen, B.A.	24	36	63.00	80.514	805.140
Cushing, S.R.	24	38	63.00	80.514	805.140
Cuthbertson, A.	24	32	38.00	48.564	485.640
Darrow	19	61	31.00	39.618	396.180
Davis	19	82	38.00	48.564	485.640
"	24	43	81.00	103.518	1,035.180
Deignan	19	69	44.00	56.232	562.320
Denton	19	67	31.00	39.618	396.180
Derby	19	65	31.00	39.618	396.180
Descenza	19	99	44.00	56.232	562.320
Dickson	24	45	63.00	80.514	805.140
Dolph	19	57	31.00	39.618	396.180
Donovon, A.	19	116	31.00	39.618	396.180
Earl, G.E.	24	9	62.00	79.236	792.360
Ekdahl, N.L.	19	44	62.00	79.236	792.360
Emerson, Co	19	20	255.00	325.890	3,258.900
"	24	16	*	*	*
Fielding	19	40	48.00	61.344	613.440
Foley, J.H.	24	17	63.00	80.514	805.140
"	24	37	63.00	80.514	805.140
Foley, J.J.	19	28	75.00	95.850	958.500
Gammons, C.	19	118	62.00	79.236	792.360
Gammons, S.	19	15	75.00	95.850	958.500
Goldsberry, J.	24	33	107.00	136.746	1,367.460
"	24	23	*	*	*
"	24	22	*	*	*
Granger, J. (Pratt)	19	70	44.00	56.232	562.320
Hall, J.	19	84	44.00	56.232	562.320
Hardy, R.	24	42	63.00	80.514	805.140

OWNER	MAP	LOT	1985 BASE	1991 RENT (Base x 27.8%)	1992 RENT (1991 Rent x 10)
Sisk	19	91	107.00	136.746	1,367.460
"	19	89	*	*	*
Smith, C.	24	28	38.00	48.564	485.640
Smith, E.	19	92	63.00	80.514	805.140
Sorli	19	53	31.00	39.618	396.180
Szaryc	19	83	38.00	48.564	485.640
Tofuri	19	35	31.00	39.618	396.180
Touher	19	27	75.00	95.850	958.500
Tracy	19	54	31.00	39.618	396.180
Tredinnick	19	16	75.00	95.850	958.500
Vaitones	19	37	31.00	39.618	396.180
Wainwright	19	17	75.00	95.850	958.500
Walker, N.	24	21	69.00	88.182	881.820
"	24	12	*	*	*
Wallwork	19	72	56.00	71.568	715.680
Webber	19	85	124.00	158.472	1,584.720
Wendell	24	15	75.00	95.850	958.500
	24	19	135.00	172.530	1,725.300
	24	20			

Count:	103	116	106	106	106
Total:			\$5,619.50	7,181.721	71,817.210

Note: * denotes that rent payment for lot is combined into rent bill for other parcel rented by lessee

CONDOMO POINT LEASEHOLDERS 11/1/91

Mr. Richard Tofani
4 Town Farm Rd
Essex, MA 01929

NO

Mr. & Mrs. Paul B. Touher
Orton Ave. RFD H5
Mt. Kisco, NY 10549

Mrs. G. Wilbur Tracey
PO Box 105
Sewerly Farms, MA 01915

Mr. John H. Tredinnick
7 Juniper Street
Wakefield, MA 01880

Mr. Alge J. Vaitones
21 Haskell St
Gloucester, MA 01930

Mrs. Sarah Wainwright
19 Leonard St.
New York, NY 10013

Mr. & Mrs. Edward S. Walker
26 Vernon St
Woburn, MA 01801

Mr. & Mrs. David Wallwork
219 Main St.
N Andover, MA 01845

No Vote

Mr. & Mrs. William S. Webber III
4 Knob Hill
Great Barrington, MA 01230

No Vote

Mr. & Mrs. Harlan L. Wendell
1250 Trinity Dr.
Menlo Park, CA 94025