

Town of Middleton, NH
Board of Selectman Department Head Meeting
Minutes

Monday, August 12, 2024 at 12:00 am

Non-Public Session 5:30

Board of Selectmen Regular Meeting @ Old Town Hall @ 6:30 PM

1. Call To Order

Minutes:

The meeting was called to order at 6:32 PM by Selectmen Chair Scott Ferguson.

2. Pledge of Allegiance

3. Roll Call

BOS Members: ; Scott Ferguson - Chair; Tracy Donovan-Lavolette - Member; Mike Green - Member; Tim Cremmen - Vice Chair, Roxanne Tufts-Keegan-Member

Minutes:

The following Selectment were present at the meeting: Scott Ferguson - Chair; Tracy Donovan-Lavolette - Member; Tim Cremmen - Vice Chair, Roxanne Tufts-Keegan-Member. Mike Green - Member was present via telephone.

4. Approval of Minutes

Minutes:

The minutes to meeting on 8/5/24 were reviewed and signed. Tracy Donovan-Lavolette motioned to accept the minutes as read. Mike Green seconded the motion. All agreed. Motion was carried.

Signature Action

5. Updated Tax Levy

Minutes:

Levy was updated with the correct Map and Lot # and needed to be resigned. Signatures were provided.

Old Business

New Business

6. Emergency Management

Minutes:

At this time the emergency management is still at a stand still.

7. Fire/EMS

Minutes:

For the month of July 2024 Middleton Fire & rescue had 20 calls. There was a total of 12 fire calls that ranged from alarm activations to unpermitted burns. This month we performed interoperability. There were 14 medical emergencies, of which 6 were covered by us. The other 8 were covered by neighboring towns. Chief Laviolette personally would like to thank every member of the department for making this department what we are. If you would like to join the department, we are always looking for new members, please send me an email or contact anyone in the department or come down on Tuesdays at 6:30 PM. No experience necessary. I encourage anyone to reach out if you have any questions.
Chief Michael Laviolette Fire Chief@middletonnh.gov

8. Highway Dept**Minutes:**

July 8 thru Aug 12. Checked. beach mon/thurs every week. Replaced brushes on loader broom. Raked New Durham Rd as needed. dirt road. Had fire extinguishers annual inspection done. Reload dirt road as needed. Gary, Lincoln, Spruce et.c. Replaced hydraulic lines on loader for the broom. Took #27 sander out prep for new chain, painted ladder & side boards. Changed oil on #1 pickup truck. Replaced front brakes & rotors truck #1. Moved hammered rock at New Durham pit for crushers. Cut brush on New Durham pit rd. Mowed lawns as needed. Ditch work Lincoln Dudley Elaine Gary drew roads. Checked gross culverts on Kings Highway & ridge road, silver, and New Durham. Started cutting shoulders on silver st. Fixed washouts on Partidge Pheasant and Drew. Ditched Buttermilk ext. Cleared box culverts Nicola, ridge rd from beavers. Driveway permit ridge road Fixed New Durham Rd street sign that was down. Ditch New Durham Rd by Eastmen lane. Ordered tires for loader. Failed Andrews no price, Ambrose Bro OTH parking lot job. Brian Davis will call back. SUR only price so far. See attached quote.

9. Police**Minutes:**

Personnel at this time: One Chief, One full time officer and one part time secretary. The cruisers received regular maintenance during this period. Cruisers mileage: Car 1: 37,553, Car 2: 75,355, Car 3: 95,150, Car 4: 80,648 and Car 5: 60,377. Regular oil changes. Activity criminal : 2 arrests, 17 calls for Service. Motor Vehicle: 52 warnings, 3 summons and 0 accidents. The department is trying to recruit certified officers.

10. Town Clerk/Tax Collector**Minutes:**

The Town Clerk/Tax collector reports are attached. The tax collector collectiond roughly 2,205,752.67 in taxes. The grand total for DMV and other services was \$78,681.49

11. Treasurer**Minutes:**

Treasurer report for July is attached for review. At the end of July total cash available was \$3,351,095.07,

12. Donation Cornerstone VNA FY2025/2026

Minutes:

Cornerston VNA has sent a letter for a donation for the fiscal year of 2025/2026 for \$1,000.00

Public Comment

13. Driveway Permit on Pinkham.

Minutes:

A permit was given to the Darios property. Scott Ferguson has researched the property and deeds for clarification. At this time from the information obtained in the search the Town will issue a driveway permit. The property deeds states that the town needs to allow a driveway permit to a public right of way. Tanglewood is not a public right of way it is a paper road. The land is for utilities use and is not owned by the HOA. The Hoa does not own the land and is not being taxed. The Town is not looking get into a dispute just provide the information we have at this time. Based on information obtained the Town has issued a driveway permit on Pinkham Rd. There was many a discussion in regards to both Tanglewood and Pinkham Rd.

There was a lot of discussions on run offs as well.

14. Boiler/furnace for Muncipal building

Minutes:

There were two more quotes given for the replacement of the boiler in the municipal building from Badger Plumbing and Heating quote of \$18,995 and Vachon Plumbing and heating quote for on demand \$18,189. Tim Cremmen motioned to go with Vachon and Roxanne Tufts-Keegan seconded the motion. All in favor, motion carried and adopted. The funds will come from ARPA funds that need to be expended by the end of this year. Scott Ferguson stated that the tank outside should be replaced with a bigger tank especially during the winter months and won't have to have as many fill ups.

15. Other Public Comment

Minutes:

This portion is a continued items from the driveway permit section. As stated in regards to the approval or denial of a driveway permit, Dan Phillips road agent looks a varies of items. One of the items will be the placement of a driveway to a public road access, and he also inspects whether or not a culver needs to be installed and the size of any culvert as well as run offs do not go back onto the roads. Also discussed if people have yard debris it is on the land owner's responsibility.

Tanglewood is a paper road. There was much discussion as to the Darois property being accessed through the gate during construction. Selectman Scott Ferguson addressed this by reading some of the attached warrant articles where the town adopted and passed in 1978. The warranty deed for this lot this has an easement agreement to New England Telephone & Telegraph company recorded. Together with a right of way to and from the public highway. Tanglewood is not a public highway. Roxanne Tufts-Keegan stated that most of the lots on Taglewood are either owned by the Town or Conservation. There are 3 lots left up there and one of them is probably going to come back to the Town because the gentleman passed away.

One of the residents and member of the HOA thanked the board for all their research and clarification of the information and understanding what the HOA does and does not own. The HOA members have done research and this is a better understanding of the covenants and deeds. The HOA did bring some of the information to their legal associates for clarification.

The Darios family have hired companies to have a shoreline permit and have paid thousands of dollars to make sure this is all done correctly. The run off is going to flow in the same direction as it is at this time.

There will be documents attached to explain and clarify the reasons for allowing a driveway permit on Pinkham Rd for this property.

Old home dinner will be on August 21st from 11:30 to 1:30. The old home celebration will be on August 23rd. Lots of vendors and things to do. It will be a great time for all family members.

Billy & Janet Magee talked about their mailbox has been hit every year. Dan Phillips road agent will go and take a look at the situation and get back to them. They also asked about an overpayment on their taxes and was looking for when the refund will come out.

Adjournment

16. Adjournment

Minutes:

The meeting was adjourned at 7:53 pm. Roxanne Tufts-Keegan motioned the adjournment of the meeting and Tim Cremen seconded the motion, all in favor motion carried.

Middleton Fire and Rescue



Good afternoon/evening,

For the month of July 2024 Middleton Fire & Rescue had 20 calls.

There was a total of 12 fire calls that ranged from alarm activations to unpermitted burns. This month we performed interoperability.

There were 14 medical emergencies, of which 6 were covered by us. The other 8 were covered by neighboring towns.

I personally would like to thank every member of the Department for making this Department what we are. If you would like to join the Department. We are always looking for new members, please send me an email or contact anyone in the department or come down to the Department on Tuesdays at 1830 or 630 pm. No experience necessary. I encourage anyone to reach out if you have any questions.

Thank you.

Chief Michael Laviolette

FireChief@MiddletonNH.gov

6039730670

July 8 → Aug 12

- ✓ 1) Check beach Mon/Thurs Every Week
- ✓ 2) Replaced brushes on ladder broom
- ✓ 3) Raked N.D. Rd as needed. *Dust Rd*
- ✓ 4) Had Fire Extinguishers Annual Inspection done
- ✓ 5) Raked Dirt Pds as needed. *Gray Lincoln spinner etc*
- ✓ 6) Replaced Hydr. ^{10 yds} Lines Loader (For broom)
- ✓ 7) Took # 27 sender out Prep for new chain
Painted ladder & side boards
- ✓ 8) Changed oil # 1 truck P/V
- ✓ 9) Replaced front brakes & Rotors Trk # 1910
- ✓ 10) Moved Hammered Rock at N.D. Pit for crushers
- ✓ 11) Cut brush on N.D. Pit Rd. *and weed Crushers*
- ✓ 12) Moved Lawns as needed.
- ✓ 13) Ditch Lincoln, Dudley, Ekin, Gary Draw
- ✓ 14) Checked cross culverts K.H. & Ridge Rd, Silver, NI
- ✓ 15) Started cutting shoulders Silver St.
- ✓ 16) Fixed Wash outs Partridge, Pheasant, Draw
- ✓ 17) Ditched Butter milk Ext.
- ✓ 18) Cleared Box culverts Nicola, Ridge Rd. (Beavers)
- ✓ 19) Driveway Permit Ridge Rd.
- ✓ 20) Fixed N.D. Rd. street sign (Down.)
- ✓ 21) Ditch N.D. Rd by East Man Lane.
- ✓ 22) Ordered Tires for Loader ²⁰¹⁴
- ✓ 23) Called (Andrews) (Ambrose bro. (OTH P-lot Job))
No price Brian Davis will call back
SUR only price so far
Ambrose bro



S·U·R

233 Chestnut Hill Road
Rochester, NH, USA 03867
603-332-4554
Main Fax: 603-332-0351

| | |
|--|------------------------------|
| To: Town Of Middleton | Contact: Dan Phillips |
| Address: 192 King's Highway Middleton, NH 03887 | Phone: 603.473.2261 |
| Project Name: Municipal Parking Lot Reconstruction | Bid Number: 1 |
| Project Location: 192 King's Highway, Middleton, NH | Bid Date: 6/25/2024 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|-----------------|--|--------------------|------|-------------|-------------|
| Base Bid | | | | | |
| A1 | Mobilization, Site Preparation And Restoration | 1.00 | LS | \$93,285.00 | \$93,285.00 |
| A2 | Remove And Dispose Pavement | 1,625.00 | SY | \$2.00 | \$3,250.00 |
| A3 | Common Excavation | 1,650.00 | CY | \$13.00 | \$21,450.00 |
| A4 | 12" Bank Run Gravel, per cubic yard placed, 304.2 | 550.00 | CY | \$47.00 | \$25,850.00 |
| A5 | 6" Crushed gravel, per cubic yard placed, 304.3 | 275.00 | CY | \$47.00 | \$12,925.00 |
| A6 | 12" HDPE Drainage Pipe | 162.00 | LF | \$57.00 | \$9,234.00 |
| A7 | 15" HDPE Drainage Pipe | 64.00 | LF | \$81.00 | \$5,184.00 |
| A8 | 24" HDPE Drainage Pipe | 44.00 | LF | \$163.00 | \$7,172.00 |
| A9 | 4' Diameter SDCB, 8" roof drain | 3.00 | EACH | \$3,900.00 | \$11,700.00 |
| A10 | 2.5" Base Pavement, 37.5 Mm | 250.00 | TON | \$125.00 | \$31,250.00 |
| A11 | Cape Cod Berm | 142.00 | LF | \$28.00 | \$3,976.00 |
| A12 | 1.5" Wearing Coarse Pavement, 12.5 Mm | 150.00 | TON | \$150.00 | \$22,500.00 |
| A13 | 5' Wide Bituminous Sidewalk with gravels | 177.00 | LF | \$32.00 | \$5,664.00 |
| A14 | Sawcut Pavement | 249.00 | LF | \$3.00 | \$747.00 |
| A15 | Replace Electrical Conduit | 1.00 | LS | \$1,250.00 | \$1,250.00 |
| A16 | Install SDCB Along Ridge Road, Remove Headwall | 1.00 | EACH | \$4,900.00 | \$4,900.00 |
| A17 | Allowance, provide 2" sheets of rigid installation over the existing waterlines, as needed | 1.00 | AL | \$2,000.00 | \$2,000.00 |

Total Price for above Base Bid Items: \$262,337.00

ADD/ALT

| | | | | | |
|-----|---|----------|-----|----------|-------------|
| AA1 | Remove And Dispose Pavement | 1,300.00 | SY | \$2.00 | \$2,600.00 |
| AA2 | Common Excavation | 700.00 | CY | \$13.00 | \$9,100.00 |
| AA3 | 12" Bank Run Gravel, per cubic yard placed, 304.2 | 450.00 | CY | \$47.00 | \$21,150.00 |
| AA4 | 6" Crushed Gravel, per cubic yard placed, 304.3 | 225.00 | CY | \$47.00 | \$10,575.00 |
| AA5 | 2.5" Base Pavement, 37.5 mm | 200.00 | TON | \$125.00 | \$25,000.00 |
| AA6 | 1.5" Wearing Course Pavement, 12.5 mm | 125.00 | TON | \$150.00 | \$18,750.00 |

Total Price for above ADD/ALT Items: \$87,175.00

Total Bid Price: \$349,512.00

Notes:

- Proposal is Based on Plans and Specifications from 11/5/2021 Bid.
- Payment Terms are (30) Days from Invoice. Interest of 1.5% will be Assessed Monthly Thereafter.
- Proposal Assumes No Retainage will be Withheld.
- Geotechnical Report was Not Available for Bidding. Subsurface Conditions are Unknown and Pricing is Based on Clean Native Soils.
- Groundwater Information was Not Available for Bidding. Subsurface Water Levels are Unknown and Pricing is Based on Groundwater Elevations Below any/all Excavation Grades.
- Geotechnical Testing is Not Included.
- Paving is Quoted Based on NHDOT Asphalt Escalation Clause.
- Any/All Permits and/or Fees are Not Included.



Middleton Police Department



Chief of Police Randy Sobel
182 Kings Highway, Middleton, NH 03887
Dispatch 473-8288 Office: 473-8548 Fax: 473-8204

MONTHLY REPORT POLICE DEPARTMENT JULY 2024

PERSONNEL

- A. There is currently:
 - a. One Chief
 - b. One Full-Time Officer
 - c. One Part-Time Secretary

EQUIPMENT

- A. The cruisers received regular maintenance during this period.
- B. Cruiser Mileage:
 - a. Car 1: 37,553
 - b. Car 2: 75,355
 - c. Car 3: 95,150
 - d. Car 4: 80,648
 - e. Car 5: 60,377

ACTIVITY

- A. Criminal: 2 Arrests, 17 calls for Service
- B. Motor Vehicle: 52 Warnings, 3 Summonses, 0 accident

OTHER

The Department is trying to recruit certified officers.

Tender Summary

| Middleton Drawer | Tender | Amount |
|------------------|-----------------------|--------------------|
| | CASH | \$8,667.34 |
| | CHECKS (104) | \$34,692.79 |
| | TRAVELLER'S CHECKS | \$0.00 |
| | Deposit Total: | \$43,360.13 |
| | ACH | \$15,904.20 |
| | CREDIT APPLIED | \$6.50 |
| | CREDIT CARD | \$19,357.46 |
| | DEPOSIT TOTAL | \$43,360.13 |
| | Grand Total: | \$78,628.29 |

State of NH Drawer

| Tender | Amount |
|-----------------------|---------------|
| CASH | \$0.00 |
| CHECKS (0) | \$0.00 |
| TRAVELLER'S CHECKS | \$0.00 |
| Deposit Total: | \$0.00 |

| | |
|---------------------|----------------|
| CREDIT APPLIED | \$70.80 |
| CREDIT ISSUED | \$-17.60 |
| DEPOSIT TOTAL | \$0.00 |
| Grand Total: | \$53.20 |

Activity Summary

| BOAT | Count | State Amt | Municipal Amt |
|----------------------------|--------------|------------------|----------------------|
| NEW | 4 | \$0.00 | \$222.00 |
| RENEWAL | 11 | \$0.00 | \$559.94 |
| Sub Total: | 15 | \$0.00 | \$781.94 |
| MOTOR VEHICLE | Count | State Amt | Municipal Amt |
| CERT-COPY LOST | 2 | \$0.00 | \$36.00 |
| NEW | 55 | \$0.00 | \$12,317.28 |
| PLATE-RPL MID-YEAR | 1 | \$0.00 | \$11.00 |
| REGISTRATION MAINTENAN | 5 | \$0.00 | \$34.92 |
| RENEWAL | 266 | \$0.00 | \$57,003.04 |
| TITLE - AP | 22 | \$0.00 | \$0.00 |
| TITLE - EXPS | 4 | \$0.00 | \$108.00 |
| TITLE - PS | 18 | \$0.00 | \$486.00 |
| TITLE ONLY | 2 | \$0.00 | \$54.00 |
| TITLE ONLY - EX | 1 | \$0.00 | \$27.00 |
| TRANSFER | 13 | \$0.00 | \$2,657.36 |
| Sub Total: | 389 | \$0.00 | \$72,734.60 |
| DOG LICENSES | Count | State Amt | Municipal Amt |
| LICENSE NEW | 12 | \$0.00 | \$96.50 |
| LICENSE RENEWAL | 2 | \$0.00 | \$17.00 |
| Sub Total: | 14 | \$0.00 | \$113.50 |
| TOWN CLERK SERVICES | Count | State Amt | Municipal Amt |
| BEACH STICKER | 2 | \$0.00 | \$40.00 |
| BUILDING PERMIT | 2 | \$0.00 | \$461.00 |
| CELL PHONE INCOME | 2 | \$0.00 | \$2,344.90 |
| COPY FEE | 2 | \$0.00 | \$5.00 |
| HUNTING/ FISHING LIC | 2 | \$0.00 | \$94.00 |
| MARRIAGE LICENSE | 1 | \$0.00 | \$50.00 |
| MISCELLANEOUS | 2 | \$0.00 | \$110.00 |
| OHRV REGISTRATIONS | 5 | \$0.00 | \$582.00 |
| PISTOL PERMIT | 1 | \$0.00 | \$10.00 |
| PLANNING BOARD | 2 | \$0.00 | \$100.00 |
| POLICE ACCIDENT REPO | 1 | \$0.00 | \$10.00 |
| POLICE DETAIL INCOME | 1 | \$0.00 | \$528.00 |
| POSTAGE | 2 | \$0.00 | \$66.55 |
| SUBDIVISION APP | 1 | \$0.00 | \$150.00 |
| UCC FILING | 1 | \$0.00 | \$150.00 |
| VITAL STATISTICS | 6 | \$0.00 | \$150.00 |
| ZONING BOARD ADJUSTM | 2 | \$0.00 | \$200.00 |
| Sub Total: | 35 | \$0.00 | \$5,051.45 |
| Total: | 453 | \$0.00 | \$78,681.49 |
| Grand Total: | | | \$78,681.49 |

Fees Summary

| Fee | Count | Amount |
|--------------------------------------|--------------|--------------------|
| AGENT FEE | 316 | \$948.00 |
| APPLICATION FEE | 50 | \$100.00 |
| BEACH STICKER | 2 | \$40.00 |
| BOAT AGENT FEE | 15 | \$75.00 |
| BOAT EXTC AQTC PLANTS | 15 | \$60.00 |
| BOAT FEE | 7 | \$77.44 |
| BOAT MILFOIL FEE | 15 | \$82.50 |
| BOAT PUBLIC ACC FEE | 15 | \$75.00 |
| BOAT REG FEE | 15 | \$390.00 |
| BOAT SRCH RESC FEE | 15 | \$15.00 |
| BOAT TAX COLL FEE | 7 | \$7.00 |
| BUILDING PERMIT | 2 | \$461.00 |
| CERTIFIED COPY FEE | 2 | \$30.00 |
| CLERK FEE | 333 | \$666.00 |
| COPY FEE | 2 | \$5.00 |
| CREDIT APPLIED | 1 | \$-70.80 |
| CREDIT ISSUED | 1 | \$17.60 |
| DOG LATE FEE | 3 | \$5.00 |
| DOG LICENSE FEE PUPPY | 2 | \$8.00 |
| DOG LICENSE FEE SPAYED/NEUTERE | 5 | \$20.00 |
| DOG LICENSE FEE UNALTERED | 7 | \$45.50 |
| DOG OVERPOPULATION FEE | 14 | \$28.00 |
| DOG STATE LICENSE FEE | 14 | \$7.00 |
| HUNTING/FISHING LICENSE | 2 | \$94.00 |
| INCOME | 2 | \$2,344.90 |
| MARRIAGE LICENSE - STATE | 1 | \$43.00 |
| MARRIAGE LICENSE - TOWN | 1 | \$7.00 |
| MISCELLANEOUS REVENUE | 2 | \$110.00 |
| MPF | 265 | \$265.00 |
| OHRV REGISTRATION | 5 | \$582.00 |
| PERMIT FEE | 347 | \$54,398.00 |
| PISTOL PERMIT | 1 | \$10.00 |
| PLANNING BOARD | 2 | \$100.00 |
| PLATE FEE | 49 | \$328.00 |
| PLATE REPLACEMENT FEE | 1 | \$8.00 |
| POLICE DETAIL INCOME | 1 | \$528.00 |
| POLICE REPORT | 1 | \$10.00 |
| POSTAGE | 2 | \$66.55 |
| REGISTRATION FEE | 303 | \$13,576.78 |
| SAFETY FUND | 4 | \$4.00 |
| STATE PARK PLATE | 1 | \$85.00 |
| SUBDIVISION APP | 1 | \$150.00 |
| SURCHARGE FEE | 1 | \$62.50 |
| TITLE FEE | 25 | \$625.00 |
| TRANSFER FEE | 26 | \$195.00 |
| UCC FILING FEE | 1 | \$150.00 |
| VANITY FEE | 36 | \$1,443.32 |
| VITAL STATISTICS - STATE - ADDL COI | 6 | \$30.00 |
| VITAL STATISTICS - STATE - FIRST COI | 6 | \$48.00 |
| VITAL STATISTICS - TOWN - ADDL COI | 6 | \$30.00 |
| VITAL STATISTICS - TOWN - FIRST COI | 6 | \$42.00 |
| ZBA APPLICATION | 2 | \$200.00 |
| Grand Total: | 1,962 | \$78,628.29 |

TOWN OF MIDDLETON
Collections Summary for the Month of July FY 2024

| Warrant | Begin. Balance | Committed & Supplemented | Abated | Decded | Collected | | Ending Balance | Prior Months' Credits Assigned | | Adjustments | | Error |
|---------|----------------|--------------------------|--------|--------|--------------|-----------|----------------|--------------------------------|---------|-------------|---------|-------|
| | | | | | Principal | Int/Pen | | Principal | Int/Pen | Principal | Int/Pen | |
| 2020L01 | 4,893.13 | 0.00 | 0.00 | 0.00 | 365.78 | 142.86 | 4,527.35 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2021L01 | 19,184.88 | 0.00 | 0.00 | 0.00 | 9,275.42 | 3,300.01 | 9,909.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2022P01 | 18,859.75 | 0.00 | 0.00 | 0.00 | 3,738.22 | 858.22 | 15,121.53 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2022P02 | 24,950.77 | 0.00 | 749.00 | 0.00 | 762.00 | 86.04 | 23,439.77 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023L01 | 0.00 | 79,346.73 | 0.00 | 0.00 | 0.00 | 0.00 | 79,346.73 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023P01 | 31,559.00 | 0.00 | 0.00 | 0.00 | 31,559.00 | 3,784.53 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2023P02 | 62,221.27 | 0.00 | 0.00 | 0.00 | 62,221.27 | 3,183.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2024P01 | 2,260,189.32 | 0.00 | 0.00 | 0.00 | 2,068,682.03 | 57.55 | 191,507.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2024U01 | 4,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 2,425,858.12 | 79,346.73 | 749.00 | 0.00 | 2,176,603.72 | 11,412.24 | 327,852.13 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Summary

| | |
|---|--------------|
| Principal: | 2,176,603.72 |
| Interest/Penalties: | 11,412.24 |
| Unassigned Credits Received This Month: | 17,736.71 |
| * Net Receipts This Month: | 2,205,752.67 |
| * Including Prior Year Deletions | |
| * Net Receipts This Month: | 2,205,752.67 |
| Total Prior Year Deleted Receipts This Month: | 0.00 |
| Total Prior Year Deleted Credits This Month: | (0.00) |
| Credits Received & Refunded This Month: | 0.00 |
| Gross Receipts This Month: | 2,205,752.67 |
| Total Prior Year Deletions This Month: | 0.00 |

Credits

| | |
|-------------------------------|-----------|
| Unassigned Beginning Balance: | 2,999.66 |
| New This Month: | 17,736.71 |
| Assigned This Month: | 0.00 |
| Returned This Month: | 0.00 |
| Deleted This Month: | 0.00 |
| Unassigned Ending Balance: | 20,736.37 |
| Refund Abatements | |
| Beginning Balance: | 485.00 |
| New This Month: | 0.00 |
| Deleted This Month: | 0.00 |
| Ending Balance: | 485.00 |

REPORT FROM THE TOWN TREASURER TO BOARD OF SELECTMAN

Jul-24

I have reviewed the information provided to me concerning the Town of Middleton's finances for the month. To the best of my knowledge:

- All checks are in sequence and have been accounted for.
- All expenditures match those shown on the month's bank statement.
- All deposits match those shown on the month's bank statement.
- The bank statement balance was review with no irregularities found.

All information has been organized and filed for year end review by the town's accountant. Enclosed please find a summary of all transactions for the month including expenditures, summary of deposits, and a summary of outstanding transactions.

| | | |
|--|------------|-------------------|
| Beginning bank statement balance | \$ | 641,029.74 |
| Deposits | \$ | 2,211,243.42 |
| total after deposits | \$ | 2,852,273.16 |
| Service Charge | \$ | - |
| Withdrawals | \$ | 982,901.21 |
| Ending Bank Statement Balance | \$ | 1,870,995.92 |
| Sweep Account | \$ | 1,514,931.40 |
| Ending Balance | \$ | 3,385,927.32 |
| Outstanding Checks | \$ | 34,832.25 |
| Outstanding Deposits total | \$ | - |
| Return Check | \$ | - |
| Total Cash Available | \$ | 3,351,095.07 |
| Interest to Checking | \$ | 1,623.97 |
| Interest to Sweep Account | \$ | 1,212.10 |
| Police Department Revolving Fund | \$ | 46,260.91 |
| Ambulance Revolving Fund | \$ | 77,436.87 |
| Coservation Commission | \$ | 62,811.99 |

Respectfully Submitted
 Roy Parece
 Town Treasurer

Outstanding Checks as of 8/1/2024

| DATE | CK # | PAYEE | AMOUNT |
|------------|-------|------------------------------|--------------|
| 2/16/2023 | 22691 | Scott A. Bowden | \$ 56.30 |
| 3/30/2023 | 22800 | Brian Taylor | \$ 55.79 |
| 5/11/2023 | 22942 | Brian Taylor | \$ 18.78 |
| 7/20/2023 | 23132 | Scott A. Bowden | \$ 28.70 |
| 7/31/2023 | 23175 | Scott A. Bowden | \$ 14.35 |
| 8/17/2023 | 23214 | Scott A. Bowden | \$ 103.61 |
| 10/10/2023 | 23356 | DiPrizio GMC Trucks | \$ 55.75 |
| 12/4/2023 | 23503 | Michael P Donovan Laviolette | \$ 50.00 |
| 12/18/2023 | 23590 | Trevor Schwarz | \$ 14.13 |
| 12/26/2023 | 23592 | NHFSTEMS State of NH | \$ 100.00 |
| 2/12/2024 | 23751 | Nancy A Popp. | \$ 100.00 |
| 3/28/2024 | 23866 | Scott A Bowden | \$ 63.43 |
| 5/11/2023 | 22942 | Brian Taylor | \$ 18.78 |
| 7/20/2023 | 23132 | Scott A. Bowden | \$ 28.70 |
| 7/31/2023 | 23175 | Scott A. Bowden | \$ 14.35 |
| 8/17/2023 | 23214 | Scott A. Bowden | \$ 103.61 |
| 10/10/2023 | 23356 | DiPrizio GMC Trucks | \$ 55.75 |
| 4/11/2024 | 23918 | Trevor Schwarz | \$ 0.85 |
| 6/3/2024 | 24071 | NH Local Welfare Admin Assoc | \$ 30.00 |
| 6/17/2024 | 24114 | City of Rochester | \$ 1,475.68 |
| 6/17/2024 | 24119 | Casella Waste Service | \$ 10,349.18 |
| 7/3/2024 | 24174 | Eservices Tech | \$ 15.00 |
| 7/18/2024 | 24184 | Scott A Bowden | \$ 33.25 |
| 7/18/2024 | 24186 | Jeffrey Eldridg | \$ 42.48 |
| 7/15/2024 | 24204 | Certified Computers | \$ 2,951.24 |
| 7/23/2024 | 24208 | Drummond Woodsum | \$ 3,574.05 |
| 7/23/2024 | 24209 | AT&T Mobility | \$ 247.38 |
| 7/23/2024 | 24218 | Avitar Associates of NE Inc | \$ 1,517.00 |
| 7/23/2024 | 24220 | Crystal Rock Bottled Water | \$ 109.93 |
| 7/23/2024 | 24222 | Airgas USA, LLC | \$ 144.71 |
| 8/1/2024 | 24224 | Christine Bartlett | \$ 174.07 |
| 8/1/2024 | 24225 | Jacob D. Bourdeau | \$ 19.74 |
| 8/1/2024 | 24226 | Scott A. Bowden | \$ 66.50 |

| | | | | |
|-----------|-------|---------------------------------|----|-----------|
| 8/1/2024 | 24227 | Timothy W. Cremmen | \$ | 89.97 |
| 8/1/2024 | 24228 | Jeffrey Eldridge | \$ | 148.69 |
| 8/1/2024 | 24229 | Scott J. Ferguson | \$ | 89.97 |
| 8/1/2024 | 24230 | Walter R. Givara | \$ | 60.95 |
| 8/1/2024 | 24231 | Jacob W Guarino | \$ | 34.63 |
| 8/1/2024 | 24232 | Lester E. Kimball | \$ | 71.04 |
| 8/1/2024 | 24233 | Robert R. Page | \$ | 1,604.21 |
| 8/1/2024 | 24234 | Carl A. Roy | \$ | 221.95 |
| 8/1/2024 | 24235 | Trevor Schwarz | \$ | 14.55 |
| 8/1/2024 | 24236 | Brett E. Wiggin | \$ | 47.33 |
| 8/1/2024 | 24237 | Mission Square | \$ | 1,506.77 |
| 7/29/2024 | 24238 | Health Trust | \$ | 3,097.69 |
| 7/29/2024 | 24239 | Vachon, Clukay & Company | \$ | 3,056.25 |
| 7/29/2024 | 24240 | State of NH-DMV | \$ | 30.00 |
| 7/29/2024 | 24241 | State of NH Criminal Background | \$ | 25.00 |
| 7/29/2024 | 24242 | Dependable Pest Solutions | \$ | 140.00 |
| 7/29/2024 | 24243 | Tammy Brannan | \$ | 125.00 |
| 7/29/2024 | 24245 | Galls, An Aramark Company | \$ | 113.24 |
| 7/29/2024 | 24246 | Napa Auto Parts | \$ | 18.17 |
| 8/1/2024 | 24248 | Jacob W Guarino | \$ | 187.00 |
| 7/30/2024 | 24249 | NH Retirement System | \$ | 2,516.75 |
| | | total | \$ | 34,832.25 |
| | | | | |
| | | | | |



Town of Middleton

182 Kings Highway, Middleton, New Hampshire 03887

Darois Address Request

Darois Revocable Trust

Eric and Heather Darois Trustees

Paul and Lucia Gagnon Trustees

295 Pinkham Road

Map 5, Lot 130 &

Map 4, Lots 38 and 39

I received a driveway permit application from Road Agent Dan Phillips for the property on Map 9, Lot 39 in December, 2023. Normally this would trigger a request for an address from the state, however Dan asked me to hold off as construction had not yet started.

We later learned there is a strip of land owned by Hampshire Shores Association that was reserved in the subdivision along a portion of what is now Pinkham Road. This strip is parallel to Pinkham and runs between Pinkham and what I believe would have been the Tanglewood subdivision. It also runs parallel to Tanglewood Drive/Paper Road. I've enclosed several tax maps and plans that should give you a better idea of the situation.

In June, I received a copy of a letter from counsel for the Hampshire Shores Association saying they do not have the authority to grant an easement over that strip of land between Lots 38 and 39 and Pinkham Road. He said that it was specifically meant to separate the subdivisions.

I've also enclosed excerpts from some of the deeds for the Hampshire Shores development that mention reserved lots and a 25' wide strip of land "to serve as a boundary between Hampshire Shores and its abutting owner." I'm not sure where this is (or was) or if it has anything to do with the strip in question. Another interesting thing is one deed I came across grants a lot that was previously marked as reserved to an abutter (Schaefer). I did not come across any deeds granting other reserved lots, or the "sliver" to another party, but they may exist. More information would probably come to light in a professional title search. I've attached copies of the portions of the deeds I found that may be relevant.

Mr. Darois came in last week, gave me the \$25 fee for the driveway permit and requested an address for his recently merged lots Map 4, Lot 38 and 39. These lots are across the street (and over the "strip") from his home at 295 Pinkham Road.

I'll wait to hear from the Selectboard before I do anything further.

Robin Willis
Administrative Clerk

Robin Willis

From: Lee Britton <lee.britton@icloud.com>
Sent: Tuesday, June 11, 2024 1:34 AM
To: John Mullen
Cc: Robin Willis
Subject: Driveway Permit
Attachments: 2024-06-10 Letter to Eric Darois and 1 other.pdf

Good morning John,

In reference to Eric's request for a driveway permit our attorney has determined that it is not within the power of the association to grant an easement due to the restrictive covenants established by the developer.

Attached is a copy of the letter from our attorney to Eric. Would you please ensure, as Chairman of the Planning Board, that the Middleton Road Agent is made aware of the situation.

I have also copied the Middleton Assessing Clerk on this matter.

Thank you John.

Regards,

Lee

Lee J. Britton

We sleep safe in our beds because rough men stand ready in the night to visit violence on those who would do us harm.

George Orwell

Brian R. Barrington*

Peter J. Mathieu

Linda J. Mayrand*

Anthony T. Coraine

David H. Colby**

Stuart Dedopoulos

Christopher Regan

Hamilton R. Krans****

Emmanuel P. Krasner****

**Also Admitted in Maine*

***Also Admitted in Massachusetts*

****Of Counsel*

*****Retired*

Clyde R. Coolidge 1963-2005

THE
COOLIDGE
LAW FIRM PLLC

www.coolidgelawfirm.com

98 HIGH STREET
SOMERSWORTH, NH 03878
PHONE (603) 692-4282,
1-800-392-4282
FAX (603) 692-4293

KRASNER LAW
523 MAIN STREET, APT #2
FARMINGTON, NH 03835
PHONE (603) 755-2082
FAX (603) 755-3934

BAMFORD, DEODOPOULOS
& REGAN, PLLC
68 MAIN STREET - STE 1
DURHAM, NH 03824

June 10, 2024

Mr. Eric and Heather Darois
295 Pinkham Road
Middleton, NH 03887

Re: Hampshire Shores

Dear Mr. and Mrs. Darois:

I have been asked as their recent counsel to respond to your letter. As logical as your request is, the Association received a deed to the common area with covenants. These covenants are a property right of every subdivision deed holder and cannot be amended by the Board nor a mere majority of the members. The covenants strictly state that road rights may only be granted to original subdivision lots. I am unclear without title work whether your lots fall in the original Sunrise Lake Subdivision depicted at Pocket 11, Folder 2 and Plan 43 at the registry of deeds.

Secondly, the strip of land was specifically to separate our subdivision from your subdivision. We have no right to grant easements.

Finally, our covenants only allow single family residence with garage only so your proposal for an office or apartment would also not be allowed.

The Association board or members have no authority to revise the covenants; that would require every lot owner to agree in writing.

Sincerely,

Brian R. Barrington

4130
4139

Return to:
Eric L. Darois
Heather D. Darois
98 Schanda Drive
Newmarket, NH 03857

E-Doc # 230013224
Book 5147 Page 1023

11/07/2023 11:23:12 AM
Page 1 of 2

Catherine A. Berube
Register of Deeds, Strafford County
LCHIP STA213446 25.00
TRANS TAX ST862196 450.00

30,000

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, JANE M. MURPHY, married, of 25 Stevens Road, Melrose, Massachusetts 02176, TRUSTEE of the DESTEFANO FAMILY IRREVOCABLE TRUST OF 2014, u/t/a dated February 12, 2014, FOR CONSIDERATION PAID, grant an undivided one-half (1/2) interest to ERIC L. DAROIS, TRUSTEE of the ERIC L. DAROIS REVOCABLE TRUST, u/t/a dated June 18, 2020, and an undivided one-half (1/2) interest to HEATHER D. DAROIS, TRUSTEE of the HEATHER D. DAROIS REVOCABLE TRUST u/t/a dated June 18, 2020, of 98 Schanda Drive, Newmarket, New Hampshire 03857, each to hold the one-half (1/2) undivided interest as tenants in common, with WARRANTY COVENANTS the following described prerr ses:

Certain tracts or parcels of land situate in Middleton, Strafford County, State of New Hampshire, and being Lot No. 2 and one-half of Lot #3 Block A, on a plan entitled "Tanglewood Shores, T. W. Chesley, Northwood, NH, dated July 1968, Scale 1" = 100 feet, Plan No. 2158A", said plan duly recorded in Strafford County Registry of Deeds as Plan 30A, Pocket 5, Folder 3. Said lots containing fifteen thousand (15,000) square feet, more or less.

This conveyance is also made subject to an easement granted to New England Telephone and Telegraph Company recorded in Book 612, Page 360; flowage rights in favor of Wyandotte Worsted Co., restrictions recorded in Book 793, Page 435; Book 405, Page 482; Book 416, Page 472.

✧ Together with a rights of way to and from the public highway.

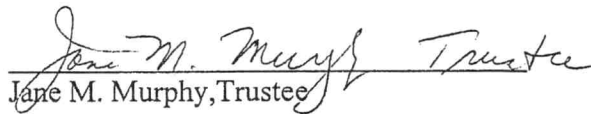
Meaning and intending to describe and convey the same premises conveyed to Grantors by deed from Edward J. DeStefano, et al, dated February 12, 2014 and recorded in Strafford County Registry of Deeds in Deed Book 4197 at Page 533.

This is not homestead property and was not homestead property at the time of the prior conveyance..

The undersigned Trustees of the DeStefano Family Irrevocable Trust of 2014, under declaration of Trust dated February 12, 2014, has full and absolute power in said Trust Agreement to convey any interest in real estate and any improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the Trustee for a conveyance thereof. Section 8.15 of the aforementioned Trust provides for Delegation of Trustee Authority for any one Trustee to exercise any power granted in said Trust. The undersigned Trustee hereby certifies that she has been delegated the power to convey the within property by the remaining three (3) Trustees.

Executed this 6 day of November, 2023.

DeStefano Family Irrevocable Trust
of 2014



Jane M. Murphy, Trustee

State of New Hampshire
County of Rockingham

November 6, 2023

Then personally appeared, before me, the above-named Jane M. Murphy, Trustee of the DeStefano Family Irrevocable Trust of 2014, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed same freely and intelligently, for the purposes contained herein, and swore or affirmed to me that the above statements made herein are true, accurate and complete.




Notary Public/Justice of the Peace
Commission expiration:

4138
file

Return to:
Eric Darois
Heather D. Darois
98 Schanda Drive
Newmarket, NH 03857

E-Doc # 230013212
Book 5147 Page 969

11/07/2023 10:06:23 AM
Page 1 of 3

Catherine A. Berube
Register of Deeds, Strafford County
LCHIP STA213438 25.00
TRANS TAX ST862193 225.00

225.00

15000

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, **ROBERT MURPHY and JANE M. MURPHY**, husband and wife, of 25 Stevens Road, Melrose, Massachusetts 02176, **FOR CONSIDERATION PAID**, grant an undivided one-half (1/2) interest to **ERIC L. DAROIS, TRUSTEE** of the **ERIC L. DAROIS REVOCABLE TRUST**, u/t/a dated June 18, 2020, and an undivided one-half (1/2) interest to **HEATHER D. DAROIS, TRUSTEE** of the **HEATHER D. DAROIS REVOCABLE TRUST** u/t/a dated June 18, 2020, of 98 Schanda Drive, Newmarket, New Hampshire 03857, each to hold the one-half (1/2) undivided interest as tenants in common, with **WARRANTY COVENANTS** the following described premises:

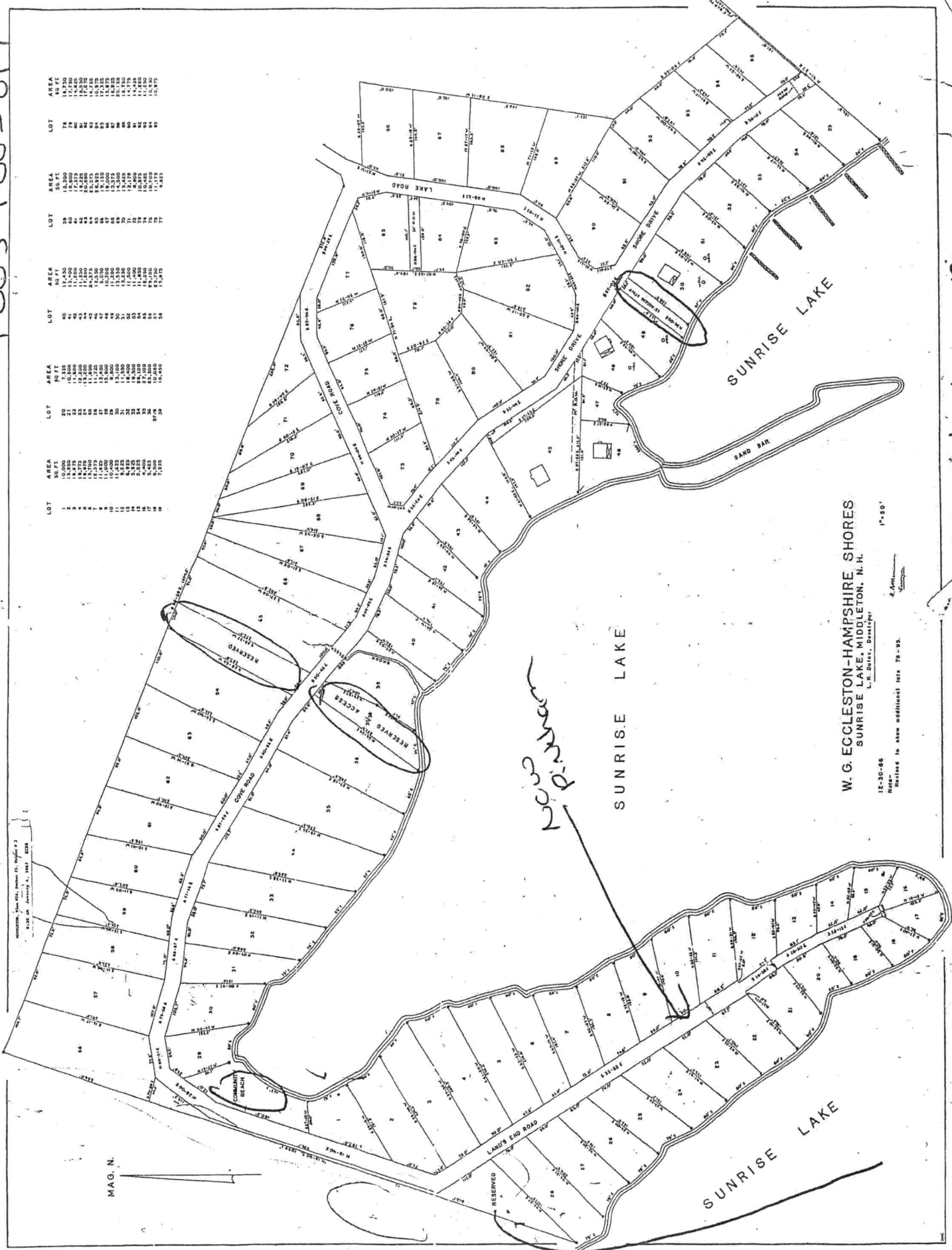
A certain lot of land with the buildings thereon, or to be placed thereon, in Middleton, Strafford County, State of New Hampshire, bounded and described as follows:

Being Lot #4 and the Northern half of Lot #3, Block A, on a Plan entitled "Tanglewood Shores, T. W. Chesley, Northwood, N.H., dated July, 1968, Scale 1"=100', Plan No. 2158A", said plan duly recorded in the Strafford County Registry of Deeds as Plan 30A, Pocket 5, Folder 3, said lot containing 15,000 square feet each, more or less.

This conveyance is made subject to the following restrictions and covenants:

1. Said lots shall be used only for residential purposes, and no commercial enterprise of any sort whatsoever unless by written agreement.
2. That no multiple dwelling units, not more than one dwelling unit be erected on premises being conveyed. This shall not restrain construction of a private garage.
3. All artificial drainage and sewage shall be piped into a septic tank or cesspool, which tank or cesspool shall not be located less than 75 feet from the high water mark.
4. In addition to restrictions and conditions hereinabove contained, said premises are to be conveyed subject to zoning laws and to all rules, regulations and ordinances, if any, of Town in which premises are located, relative to construction and erection of buildings, and to

POOS-FOO3-019



| LOT | AREA SQ. FT. | LOT | AREA SQ. FT. | LOT | AREA SQ. FT. | LOT | AREA SQ. FT. | LOT | AREA SQ. FT. |
|-----|--------------|-----|--------------|-----|--------------|-----|--------------|-----|--------------|
| 1 | 12,500 | 21 | 12,500 | 41 | 11,500 | 61 | 12,500 | 81 | 12,500 |
| 2 | 12,500 | 22 | 12,500 | 42 | 11,500 | 62 | 12,500 | 82 | 12,500 |
| 3 | 12,500 | 23 | 12,500 | 43 | 11,500 | 63 | 12,500 | 83 | 12,500 |
| 4 | 12,500 | 24 | 12,500 | 44 | 11,500 | 64 | 12,500 | 84 | 12,500 |
| 5 | 12,500 | 25 | 12,500 | 45 | 11,500 | 65 | 12,500 | 85 | 12,500 |
| 6 | 12,500 | 26 | 12,500 | 46 | 11,500 | 66 | 12,500 | 86 | 12,500 |
| 7 | 12,500 | 27 | 12,500 | 47 | 11,500 | 67 | 12,500 | 87 | 12,500 |
| 8 | 12,500 | 28 | 12,500 | 48 | 11,500 | 68 | 12,500 | 88 | 12,500 |
| 9 | 12,500 | 29 | 12,500 | 49 | 11,500 | 69 | 12,500 | 89 | 12,500 |
| 10 | 12,500 | 30 | 12,500 | 50 | 11,500 | 70 | 12,500 | 90 | 12,500 |
| 11 | 12,500 | 31 | 12,500 | 51 | 11,500 | 71 | 12,500 | 91 | 12,500 |
| 12 | 12,500 | 32 | 12,500 | 52 | 11,500 | 72 | 12,500 | 92 | 12,500 |
| 13 | 12,500 | 33 | 12,500 | 53 | 11,500 | 73 | 12,500 | 93 | 12,500 |
| 14 | 12,500 | 34 | 12,500 | 54 | 11,500 | 74 | 12,500 | 94 | 12,500 |
| 15 | 12,500 | 35 | 12,500 | 55 | 11,500 | 75 | 12,500 | 95 | 12,500 |
| 16 | 12,500 | 36 | 12,500 | 56 | 11,500 | 76 | 12,500 | 96 | 12,500 |
| 17 | 12,500 | 37 | 12,500 | 57 | 11,500 | 77 | 12,500 | 97 | 12,500 |
| 18 | 12,500 | 38 | 12,500 | 58 | 11,500 | 78 | 12,500 | 98 | 12,500 |
| 19 | 12,500 | 39 | 12,500 | 59 | 11,500 | 79 | 12,500 | 99 | 12,500 |
| 20 | 12,500 | 40 | 12,500 | 60 | 11,500 | 80 | 12,500 | 100 | 12,500 |

W. G. ECCLESTON-HAMPSHIRE SHORES
 SUNRISE LAKE, MIDDLETON, N. H.
 L. W. BURR, DRAFTER

12-30-66
 Revised to show additional lots 76-95.
 1"=50'

Handwritten: No. 10000

Handwritten: Granted to Richard + Butra Schaefer 7/13/67

KNOW ALL MEN BY THESE PRESENTS

THAT Hampshire Shores, Inc., a New Hampshire corporation with an office and principal place of business in Middleton, County of Strafford and State of New Hampshire, for consideration paid, grant to Hampshire Shores Association, a voluntary corporation with an office and principal place of business at Sunrise Lake, Middleton, County and State aforesaid, with WARRANTY covenants, the following:

certain parcels of land situate in Middleton, County of Strafford and State of New Hampshire, bounded and described as follows:

8/26/70

A. INTERIOR ROADS: All of the interior roads as depicted on a certain plan entitled "W. C. Eccleston - Hampshire Shores, Sunrise Lake, Middleton, N. H." dated March 10, 1965 by R. B. Merri-
man, recorded in Strafford County Records, Pocket 5, Folder 3, Plan 19, said roads including Shore Drive, Lake Road, Cove Road, Land's End Road, as portrayed on said plan, said roads commencing at or about the area of the water works at the northerly sideline of land owned by Hampshire Shores, Inc.

B. RESERVED LAND: The following parcels of land which are marked as "reserved land" or "community beach" as shown on said plan consisting of four parcels as follows:

1. The common beach situated between Lots 1 on the south and Lot 29 on the north.
2. The reserved land situated between Lots 36 on the west and 39 on the east.
3. The reserved land situated between Lot 64 on the west and Lot 65 on the east.
4. The access strip situated between Lot 49 on the west and Lot 50 on the east.

All of said interior roads and reserved land and common beach areas are to be shared in common with said grantee and with Walter and Marjorie Eccleston, and Hampshire Shores, Inc. and

8 | 26 | 70

or an officer of the association duly authorized for the purpose, and all costs and expenses of such petition and subsequent proceedings, together with reasonable attorney's fees, shall be taxed against the grantor or grantors executing such instrument in violation, and these costs, expenses and attorney's fees shall, from the date of such petition, be secured to the petitioner by a lien against the owners of the real estate conveyed, leased or otherwise affected by such wrongful instrument.

19. After sale by the Developer of 40 lots as shown on the plan or on adjoining lands as above mentioned, the Developer shall, on request of a majority of the then lot owners, convey to the association, after its proper formation as hereafter provided, all its reversionary interest and title to the rights of way, access roads, community beach, lots Nos. 37 and 38 and other "reserved areas", together with the fee that it may have in such rights of way, lots, community beach and reserved areas and all other rights it may then have under this declaration, subject to all conveyances theretofore made by it, and provided that so long as it shall own or hold any lots either for sale or for its own use it shall be entitled to participate and vote in the affairs and meetings of the corporation as a single member, with one additional single membership vote for each cottage that it maintains and uses in the development either for its own use or for rental.

20. The association shall be formed by and at the expense of the lot owners, and may be formed at any time after the sale of 40 lots. Membership shall be open to all lot owners, and shall be restricted to lot owners. Upon the formation of the association, any later conveyance of lots by the Developer shall be upon the condition that the grantee, his heirs and assigns, shall become and continue a member of the association, and this provision shall be included in such deeds. The association shall be a non-profit corporation organized under the Laws of the State of New

21K/65

Corporation on December 17, 1966, with a majority of the Directors in attendance and all voting in the affirmative, the following votes were taken:

VOTED:

(1) That the President, Vice President or the Treasurer of Hampshire Shores, Inc. be and hereby are authorized to sell and convey in the form of lots or otherwise, any and all portions of the premises which the corporation owns in Middleton, New Hampshire including (a) any land described in a certain deed from Walter G. Eccleston to Hampshire Shores, Inc. dated May 15, 1965 and recorded in Strafford County Records, Book 795, Page 189 and (b) any land as shown on a plan entitled "W. C. Eccleston-Hampshire Shores, Sunrise Lake, Middleton, N. H." dated March 10, 1965 by R. B. Merriman, and recorded in Strafford County Records, Pocket 5, Folder 3, Plan 19 as well as (c) any other land in Middleton, New Hampshire purchased by said corporation or any other land as depicted on any other plan or revisions of plans which may be drafted for said Hampshire Shores, Inc. of land in said Middleton, and for this purpose, to enter into purchase and sales agreements with prospective buyers in connection with the sale of shore lots or back lots and further to execute and deliver good and sufficient deeds of said parcels of land to any purchaser or purchasers as well as to be authorized to sign any other documents which might be necessary.

Recommended Citation

Middleton Town Representatives, "Annual reports of the selectmen, town clerk, tax collector, town treasurer, trustees of trust funds and the school district of Middleton, New Hampshire for the fiscal year ending December 31st, 1977." (1978). *Middleton, NH Annual Reports*. 43.

https://scholars.unh.edu/middleton_nh_reports/43

or (\$1.00) one dollar per day for failure to apply for a building permit. Said penalty to become effective (5) five days after notification by the Middleton Police Department.

ARTICLE 26. To see if the Town will vote to appropriate the sum of one hundred and fifty four dollars (\$154.00) for a Fire Truck Repair Capital Reserve Fund and authorize the withdrawal of this sum for this purpose from the Anti-Recession Fund established under the provisions of the State and Local Assistance Act of 1972.

ARTICLE 27. To see if the Town will vote to accept the conveyance of the existing interior access roads in the Hampshire Shores Development area at Sunrise Lake for no cash consideration, said roads being the main access road and interior roads, said roads to be designated as Class V highways by the Town and to be subject to specifications set by the Selectmen and to include a turn-around at a designated point near the boundary line of the Hampshire Shores land area. (By Request)

ARTICLE 28. To transact any other business that may legally come before this meeting.

Given under our hands and seal this 20th day of February in the year of our Lord 1978.

**MILTON RICH
CLYDE TUFTS
PERLEY LEE**
Selectmen

A true Copy of Warrant—Attest:
MILTON RICH

1 - 1 - 1978 annual report

KNOW ALL MEN BY THESE PRESENTS

THAT Hampshire Shores, Inc., a New Hampshire corporation duly established by law with a principal place of business in Middleton, County of Strafford and State of New Hampshire, for consideration paid, grant to Walter G. Eccleston and Marjorie M. Eccleston, husband and wife, both of Box 855, Ashaway, County of Washington and State of Rhode Island, as joint tenants with rights of survivorship and not as tenants in common, with WARRANTY covenants, the following:

RESERVED LAND: The following parcels of land which are marked as "Reserved land" as depicted on a certain plan entitled "W. G. Eccleston - Sunrise Lake, Middleton, N. H." dated December 20, 1968 by R. B. Merriman, recorded in Strafford County Records, Pocket 11, Folder 2, Plan 43, consisting of two parcels of land as follows, namely:

1. The reserved land being Lot 112 situated between Lots 111 on the north and Shore Drive on the south.
2. The reserved land being Lot 106 situated between Lot 86 on the south and a camp roadway on the north.

All of the interior roads and reserved land and common beach areas are to be shared in common with Walter and Marjorie Eccleston, and Hampshire Shores, Inc. and their heirs, successors and assigns. All of this property is part of the Place property purchased originally by Walter Eccleston in 1968 in Strafford County Records, Book 844, Page 254.

Said Hampshire Shores, Inc. further conveys to said Eccleston, their heirs and assigns, a right of way, in common with others, for passage by foot and vehicle between the granted premises and the westerly end of a town road which extends westerly or southwesterly from the public highway known as the Middleton-Farmington Road, this right of way to exist over and upon the roads shown on the plan, and over and upon Lake Road between the easterly end of Cove Road and the town road.

This conveyance is made subject to and with the benefit of the restrictions, conditions and other provisions of the "Declaration" executed by Walter G. Eccleston and Marjorie M. Eccleston and recorded on March 17, 1965, Book 792, Page 81 and the "Supplementary Declaration" of January 31, 1967, Book 824, Page 30. This conveyance is further subject to the right of the grantor and its assigns to erect, install and maintain poles, lines and underground or surface pipes across the granted premises for electric power, telephone, water and waste disposal service to the grantees and others and any rights of the Public Service Company of New Hampshire under its easement dated April 12, 1957, recorded in Book 678, Page 485.

1974 OCT 22 AM 11:02
STRAFFORD COUNTY

NUTE AND WHITNEY
ATTORNEYS AT LAW
FARMINGTON,
NEW HAMPSHIRE 05833

BK- 954 PGE-164

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

874

419

IN WITNESS WHEREOF the Mortgagor(s) has ve hereunto set their hand(s) and seal(s) this 14th day of August, in the year of our Lord, nineteen hundred and Seventy

Signed, sealed and delivered in the presence of:

Walter C. Eccleston
(to hold)

Ronald B. Terry
Lois C. Terry

[SEAL]

[SEAL]

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

August 14, 1970

Personally appeared the above-named Ronald B. Terry and Lois C. Terry, and acknowledged the foregoing to be their voluntary act and deed.

Before me:

[Signature]
Notary Public

EXAMINED BY:

REGISTER

KNOW ALL MEN BY THESE PRESENTS

THAT I, Walter C. Eccleston of Ashaway, County of Washington and State of Rhode Island, for consideration paid, grant to the Town of Middleton, a municipal corporation located in the County of Strafford and State of New Hampshire, with WARRANTY covenants, the following:

a certain tract of land, situated in Middleton, County of Strafford and State of New Hampshire, bounded and described as follows:

A certain roadway, approximately thirty (30) feet wide and six-tenths of a mile in length, said roadway commencing from the northerly portion of land of said Eccleston at the stone wall near the Egerly homestead and the DiPrizio Mill Yard and thence running in a general southwesterly direction across land of said Eccleston, following a route of the existing roadway to the northerly boundary of land of Hampshire Shores, Inc. at a point near the pump house by the sandbank.

Pullman
7

This road has been improved, enlarged, filled and has had culverts installed by said Eccleston to the specifications of said Town. The purpose of this deed is to convey this roadway to the Town for maintenance and to enable the cottage owners along the shores of Sunrise Lake and said Eccleston to obtain access to their property using the existing roadway.

Consideration is less than \$100.00.

Meaning and intending to convey a portion of the premises described as Tract II in the deed of Cecil Newton Heath to this grantor dated May 10, 1948 and recorded in Strafford County Records, Book 560, Page 407.

AND I, Marjorie Eccleston, wife of said grantor, release my respective rights of dower, homestead and other interests

792
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8. No lot shall be subdivided, provided, however, that two or more adjoining lots may be purchased by one owner and used as a single lot under the terms of this declaration without regard to the common boundary or boundaries of such lots and, provided further, that two lot owners may purchase a third lot which has common boundary lines with each of them, divide it and add the portions of it to their lots and thereafter use their lots as extended in accordance with this declaration and in reference to the division line of the divided lot, without reference to their former common boundaries with the divided lot.

9. No trailer, tent, shack, temporary structure or any other outbuilding shall be used as either temporary or permanent residence or guest shelter on any lot, and no garage shall be so used. No mobile home or factory pre-built home shall be placed or maintained on any lot without written permission of the Developer; this prohibition includes homes delivered or transported in units of one or more partial or complete rooms, but shall not include standard or custom prefabricated or pre-cut houses.

10. Each residence or garage erected on a lot shall be completed as to its exterior within one year from the start of work on its foundation.

-3-

11. No temporary structure shall be erected or maintained on any lot, except that one such structure (not otherwise subject to the building restrictions of this declaration) may be erected and maintained on a lot if necessary for and used during the construction of a residence or garage on that lot. Any such temporary structure shall be removed one year after its erection or upon completion of the residence or garage, whichever first occurs.

12. No residence or garage shall be covered with tar paper, sheathing paper or any similar material as an exterior wall covering.

13. Sewage disposal on each lot shall be accomplished by means of septic tanks of standard type, properly proportioned for their per capita demand and located in accordance with all applicable state and local laws, ordinances and regulations. The disposal field shall be located no closer than twenty-five (25) feet from the boundaries of any adjoining lot, provided that this restriction shall not apply to lots Nos. 13 to 20, inclusive, on which the field shall be no closer than five (5) feet from the boundaries of adjoining lots. No seepage whatsoever shall be permitted to drain directly into the waters of Sunrise Lake. No chemical closets shall be used. No garbage or other waste material shall be thrown onto the land or into the lake or allowed to pass into the lake for disposal.

14. Lots Nos. 37 and 38 are reserved to the owners of lots which do not have shore frontage, and may be used by those owners for the launching of boats and, as they may agree, for the docking and temporary storage of boats. These lots shall not be used for swimming, picnicking, or any other activities.

15. The community beach shown on the plan is reserved to the owners of lots which do not have shore frontage. It may be used by those owners, their families, tenants and guests for swimming, sunbathing and picnicking in common with each other.

16. The twenty-five (25) foot access strip to Sunrise Lake lying between Lots Nos. 49 and 50 shall be used only by such lot owners and for such purposes as may be expressly granted by the Developer hereafter.

17. The "reserved areas" and roads shown on the plan may be used as rights of way by the lot owners in common with each other, and for other community purposes in keeping with the purposes of this declaration.

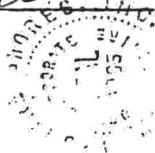
18. This declaration constitutes a mutual covenant running with the land, and may be enforced by the Developer and by the individual lot owners, their heirs and assigns. Invalidation of any provision of this declaration by judgment or court order shall not affect the other provisions, which shall remain in full force and effect. Any deed, lease or other instrument made in violation of any provision of this declaration shall be void ab initio to the extent of such violation, and may be aside to that extent (or to greater extent or in full, if necessary to effect the purposes of this paragraph) on petition of the Developer or one or more lot owners

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(4) That said corporation does hereby ratify any and all conveyances and transactions made by its duly authorized officers to the date of these presents.

(5) That in the absence of the President, Vice President or Treasurer of said corporation, and as a matter of convenience, that the Clerk of said corporation be authorized to execute purchase and sales agreements and deeds of conveyance of any parcel or parcels of land from said Middleton development in the name of and on behalf of the corporation and with the same powers as vested in the President, Vice President or Treasurer of said corporation.

(6) That this vote shall be a grant of continuing authority and power and shall remain in full force and effect until revoked by a vote of the directors of said corporation with said revocation being recorded in Strafford County Registry of Deeds, and upon recording said revocation, it shall become effective.

Ernest Shute
Clerk


RECEIVED 4:05 P.M. Feb 14, 1967

EXAMINED BY: *Marjorie E. Holmes* REGISTER

SUPPLEMENTARY DECLARATION

WALTER G. ECCLESTON and MARJORIE M. ECCLESTON, both of Ashaway, Washington County, Rhode Island, and HAMPSHIRE SHORES, INC., a New Hampshire corporation with its principal place of business at Middleton, Strafford County, New Hampshire, jointly and severally declare that all conveyances made by them or any of them of lands in Middleton, which have been, now are or may in the future be owned by Walter G. Eccleston and Marjorie M. Eccleston or either of them and which are included in those lands shown as lots, roads, rights of way, "Community Beach", and access or reserved strips or lots of any nature on the plan identified as "W. G. Eccleston - Hampshire Shores, Sunrise Lake, Middleton, N. H., L. R. Dulac, Developer by R. B. Merriman, December 30, 1966", recorded in the Strafford County Registry of Deeds, Pocket 5, Folder 3, Plan 26, are subject to the provisions of the "Declaration" executed by Walter G. Eccleston and Marjorie M. Eccleston and recorded on March 17, 1965, Book 792, Page 81,

X

(Statutory Form)

WARRANTY DEED

HAMPSHIRE SHORES, INC., a New Hampshire corporation with its principal place of business at Middleton, ~~Strafford County~~, New Hampshire, for consideration paid, grants to RICHARD B. SCHAEFER and BERTHA A. SCHAEFER, husband and wife, both of 15 Island Road, Lynnfield, Essex County, Massachusetts, 01940, as joint tenants with rights of survivorship, with WARRANTY COVENANTS, a certain tract of land in Middleton being the largest and the most southerly portion of a tract identified as "RESERVED" on a plan identified as "W. G. Eccleston - Hampshire Shores, Sunrise Lake, Middleton, N. H., L. R. Dulac, Developer" by R. B. Merriman, December 30, 1966, recorded in the Strafford County Registry of Deeds, Pocket 5, Folder 3, Plan 26, this portion being bounded and described as follows:

Beginning on the southerly side of Land's End Road at the easterly corner of this tract and the northerly corner of Lot 28 and thence running North 32° 53' West along the southwesterly side of Land's End Road a distance of 117 feet to a corner of the road and thence continuing a short additional distance (less than 10 feet) on the same course to the westerly boundary of lands shown on the plan;

thence turning and running South 18° 40' West along the westerly boundary of land shown on the plan a distance of 280 feet, more or less, to an iron pin near the shore of Sunrise Lake and on the boundary of Lot 28;

thence turning and running North 44° 57' East along Lot 28 (now owned by the grantees, Richard and Bertha Schaefer) a distance of 217.9 feet to the iron pin at the point of beginning.

The grantor means and intends hereby to convey a portion of the premises conveyed to it by warranty deed of Walter G. Eccleston, May 15, 1965, recorded in the Strafford County Registry of Deeds, Book 795, Page 189.

-2-

The grantor further conveys to the grantees a right of way, in common with others, for passage by foot and vehicle between the granted premises and the westerly end of a town road which extends westerly or southwesterly from the public highway known as the Middleton - Farmington Road, this right of way to exist over and upon the roads shown on the plan, and over and upon Lake Road between the easterly end of Cove Road and the town road above referred to.

This conveyance is made subject to and with the benefit of the restrictions, conditions and other provisions of the "Declaration" executed by Walter G. Eccleston and Marjorie M. Eccleston and recorded on March 17, 1965, Book 792, Page 81 and the "Supplementary Declaration" of January 31, 1967, Book 824, Page 30. This conveyance is further subject to the right of the grantor and its assigns to erect, install and maintain poles, lines and underground or surface pipes across the granted premises for electric power, telephone, water and waste disposal service to the grantees and others and to any rights of the Public Service Company of New Hampshire under its easement dated April 12, 1957, Book 678, Page 485.

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Schaefer

1970 AUG 26 AM 8:50

KNOW ALL MEN BY THESE PRESENTS

THAT Hampshire Shores, Inc., a New Hampshire corporation with an office and principal place of business in Middleton, County of Strafford and State of New Hampshire, for consideration paid, grant to Hampshire Shores Association, a voluntary corporation with an office and principal place of business at Sunrise Lake, Middleton, County and State aforesaid, with WARRANTY covenants, the following:

certain parcels of land situate in Middleton, County of Strafford and State of New Hampshire, bounded and described as follows:

A. INTERIOR ROADS: All of the interior roads as depicted on a certain plan entitled "W. C. Eccleston - Hampshire Shores, Sunrise Lake, Middleton, N. H." dated March 10, 1965 by R. B. Merri- man, recorded in Strafford County Records, Pocket 5, Folder 3, Plan 19, said roads including Shore Drive, Lake Road, Cove Road, Land's End Road, as portrayed on said plan, said roads commencing at or about the area of the water works at the northerly sideline of land owned by Hampshire Shores, Inc.

B. RESERVED LAND: The following parcels of land which are marked as "reserved land" or "community beach" as shown on said plan consisting of four parcels as follows:

1. The common beach situated between Lots 1 on the south and Lot 29 on the north.
2. The reserved land situated between Lots 36 on the west and 39 on the east.
3. The reserved land situated between Lot 64 on the west and Lot 65 on the east.
4. The access strip situated between Lot 49 on the west and Lot 50 on the east.

All of said interior roads and reserved land and common beach areas are to be shared in common with said grantee and with Walter and Marjorie Eccleston, and Hampshire Shores, Inc. and their heirs, successors and assigns.

This conveyance is subject to any existing utility easements which have been previously granted. Said Hampshire Shores also reserves the right to grant the use of said interior roadways, common beach and reserved land areas to the owners of any back lots which may purchase land from Hampshire Shores in the future, to be used in common with said grantee.

Consideration hereof is less than \$100.00.

EUGENE F. NUTE
ATTORNEY AT LAW
FARMINGTON, N. H.
03825

KNOW ALL MEN BY THESE PRESENTS

THAT Hampshire Shores Association, a New Hampshire voluntary corporation duly established by law with a principal place of business in Middleton, County of Strafford and State of New Hampshire, for consideration paid, grant to the Town of Middleton, a municipal corporation duly established by law and located in the County of Strafford and State of New Hampshire, with WARRANTY covenants, the following:

a certain series of camp roadways situate on the northerly shore of Sunrise Lake in Middleton, County of Strafford and State of New Hampshire, to be used as public ways, bounded and described as follows:

The interior access roads that are being conveyed hereby are all depicted on two certain plans as follows, namely:

1. "W. C. Eccleston, Sunrise Lake, Middleton, New Hampshire" dated December 20, 1968 by R. B. Merriman and recorded in Strafford County Records, Pocket 11, Folder 2, Plan 43.
2. "W. C. Eccleston, Hampshire Shores, Sunrise Lake, Middleton, New Hampshire" dated March 10, 1965 by R. B. Merriman and recorded in Pocket 5, Folder 3, Plan 19.

This deed intends to convey all of the interior roads in the development known as Hampshire Shores which are owned by this Association, including with non limiting reference, those roads specifically identified on said plans as follows:

| | |
|------------------|-----------------|
| Shore Drive | Cove Road |
| Piney Point Road | Land's End Road |
| Lake Road | |

PROVIDED HOWEVER that Hampshire Shores Association reserves a twenty five (25) foot wide strip of land at a point to be designated near the boundary line of Hampshire Shores and its abutting owner, said strip to serve as a buffer zone to prevent uncontrolled through traffic.

The interior roads being conveyed hereby are to be designated as Class V highways by the Town and are to be plowed, graded and maintained by the Town. This conveyance to the Town was accepted and approved by the Town at the Annual Town Meeting held in March, 1978.

Meaning and intending to convey only the interior access roadways in the Hampshire Shores development owned by this grantor and described in the two deeds from Hampshire Shores, Inc. to this grantor dated June, 1970 and recorded in Strafford

1978 JUN 13 PM 1:28

Linn D. Cary

County Records, Book 875, Page 191 and dated August 6, 1974, recorded in Book 958, Page 139.

Beach areas and other common Association areas are not conveyed hereby.

IN WITNESS WHEREOF, Hampshire Shores Association has caused its corporate name and seal to be hereunto affixed by Robert Rittweger, its President and Clifford Miller, its Vice President, both being duly authorized this 31st day of May, 1978.

Witness:

Eugene Slute
as to both

Hampshire Shores Association

By: Robert Rittweger
Robert Rittweger, President

Clifford Miller
Clifford Miller, Vice President

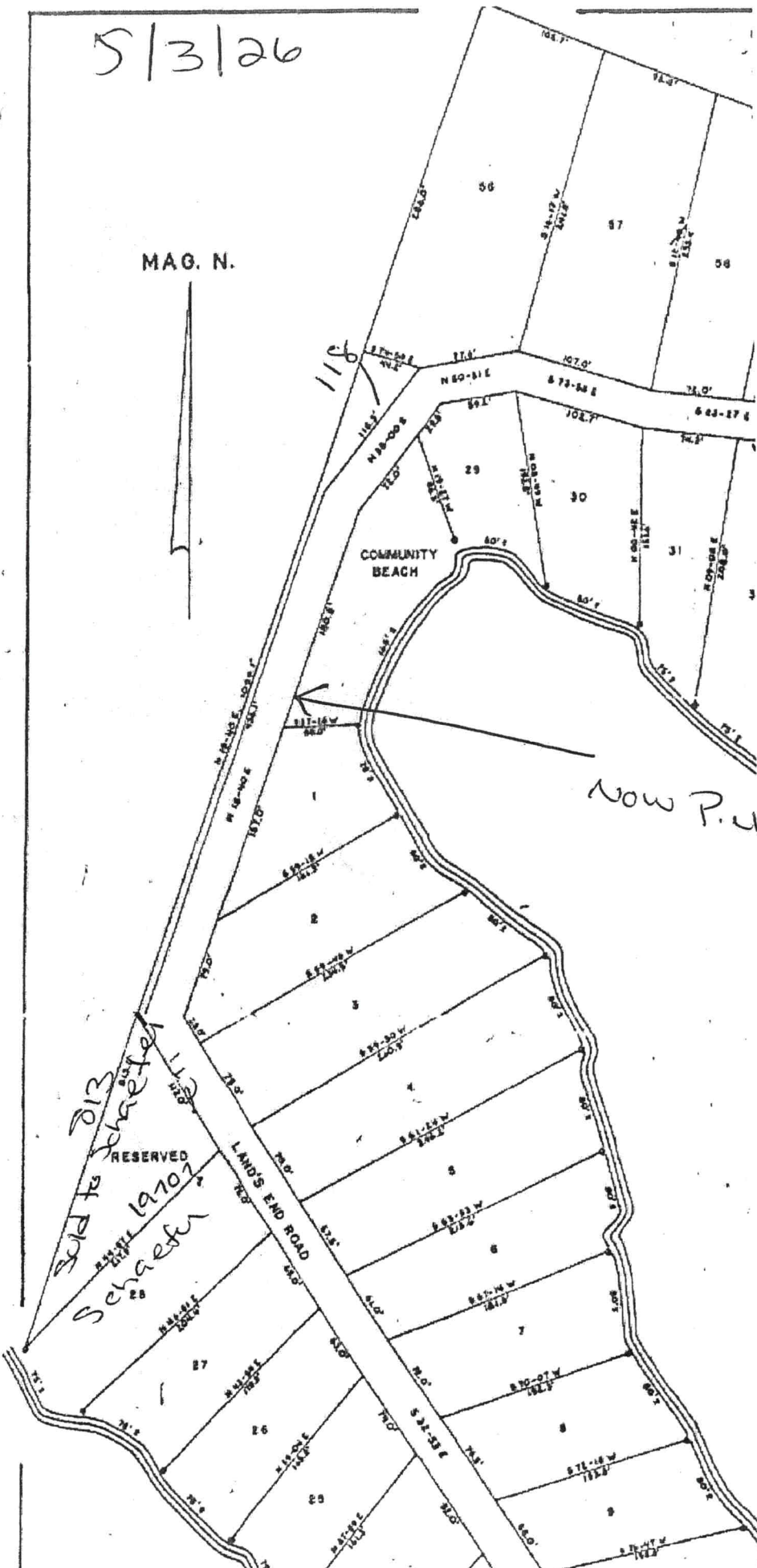
State of New Hampshire, Strafford, SS.

The foregoing instrument was acknowledged before me this 31st day of May, 1978 by Robert Rittweger, and Clifford Miller, President and Vice President of Hampshire Shores Association respectively.

Eugene Slute
Justice of the Peace

5/3/26

MAG. N.



Now P. Ucham

Sold to Schaefer
1913
RESERVED
1910
Schaefer

Pullman

Butley
Butley

Central
Area



NOTE

| | | | |
|---------|---|--------------|------------|
| LOT 101 | = | \$0,700 | 14, 11 |
| 102 | = | \$0,300 | : |
| 103 | = | \$0,300 | : |
| 104 | = | \$0,400 | : |
| 105 | = | \$0,000 | : |
| 106 | = | RESERVED | : |
| 107 | = | \$0,100 | : |
| 108 | = | \$0,000 | : |
| 109 | = | \$0,100 | : |
| 110 | = | \$0,800 | : |
| 111 | = | \$0,800 | : |
| 112 | = | RESERVED | : |
| 113 | = | BEACH LAGOON | : |
| 114 | = | \$1,100 | : |
| 115 | = | \$0,000 | 14, 11, 12 |
| 116 | = | \$0,500 | 14, 11, 12 |
| 117 | = | \$0,000 | 14, 11, 12 |
| 118 | = | \$0,000 | 14, 11, 12 |
| 119 | = | \$0,000 | 14, 11, 12 |
| 120 | = | \$1,000 | : |
| 121 | = | \$2,000 | : |
| 122 | = | \$9,000 | : |
| 123 | = | \$5,000 | : |
| 124 | = | \$3,000 | : |
| 125 | = | \$1,500 | : |
| 126 | = | \$1,500 | : |

1984

Shore
of

W. G. ECCLESTON - HAMPSHIRE SHORES
 SUNRISE LAKE, MIDDLETON N.H.
 L. R. DULAC, DEVELOPER

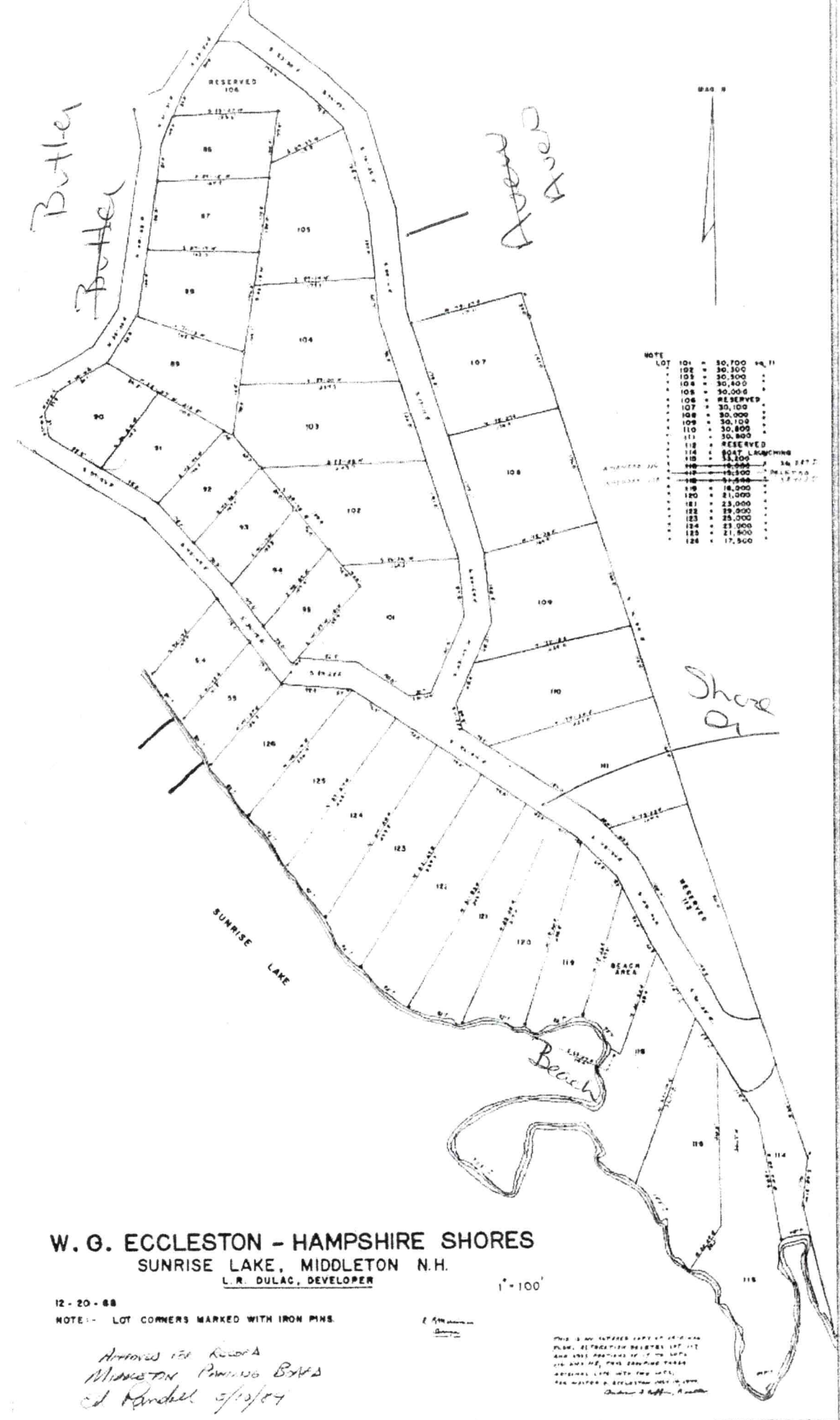
12-20-88

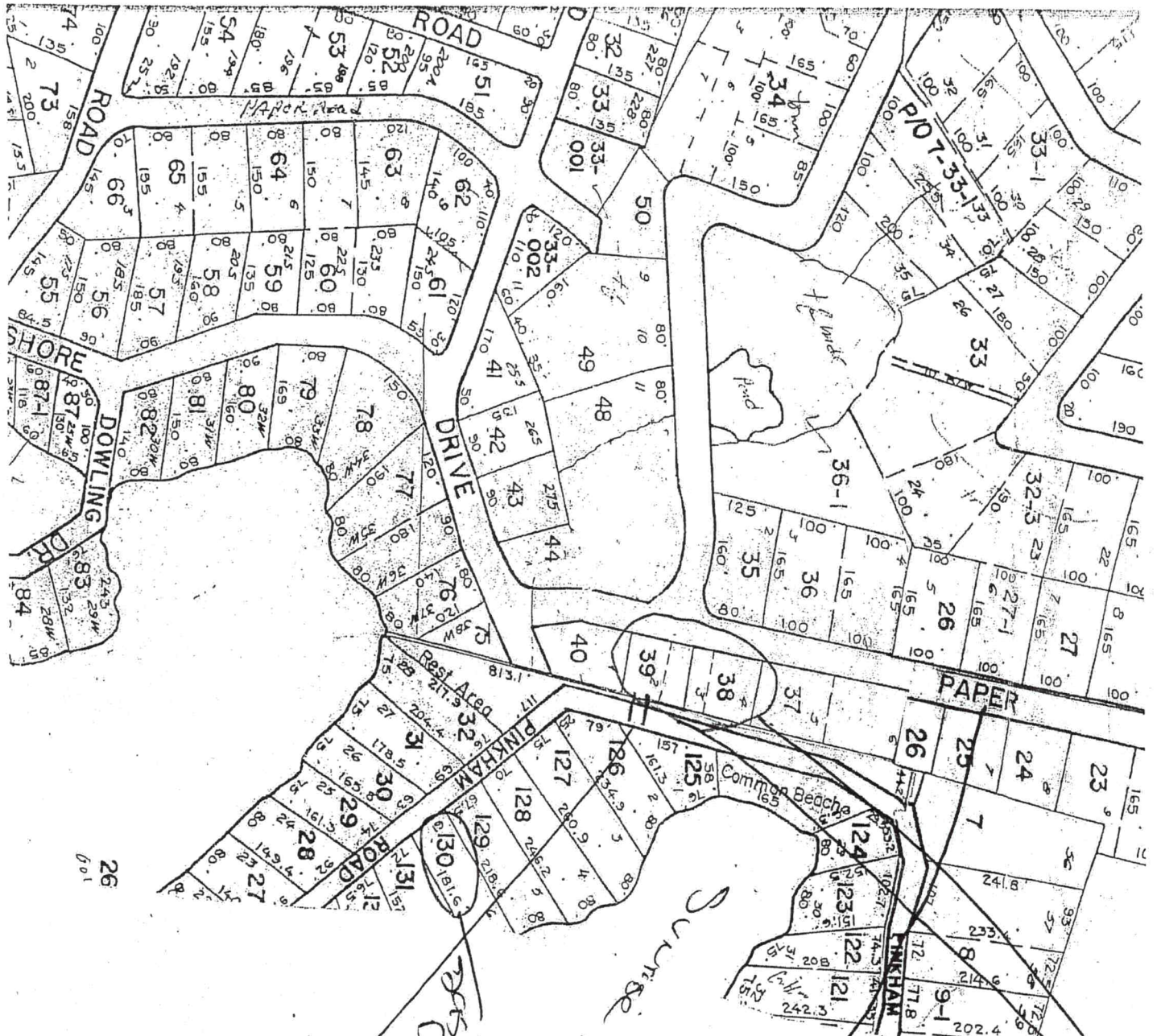
NOTE: LOT CORNERS MARKED WITH IRON PINS

1" = 100'

Approved for Record
 Middleton Planning Board
 ed. Rendell 5/13/84

THIS IS AN UNRECORDED COPY OF THE ORIGINAL RECORD. ALL RIGHTS RESERVED BY THE DEVELOPER AND HIS SUCCESSORS. THIS COPIES THESE ORIGINAL RECORDS INTO THE PUBLIC RECORD. THE MAPPER'S RESPONSIBILITY IS TO THE ORIGINAL RECORDS.





Proposed
Driveway

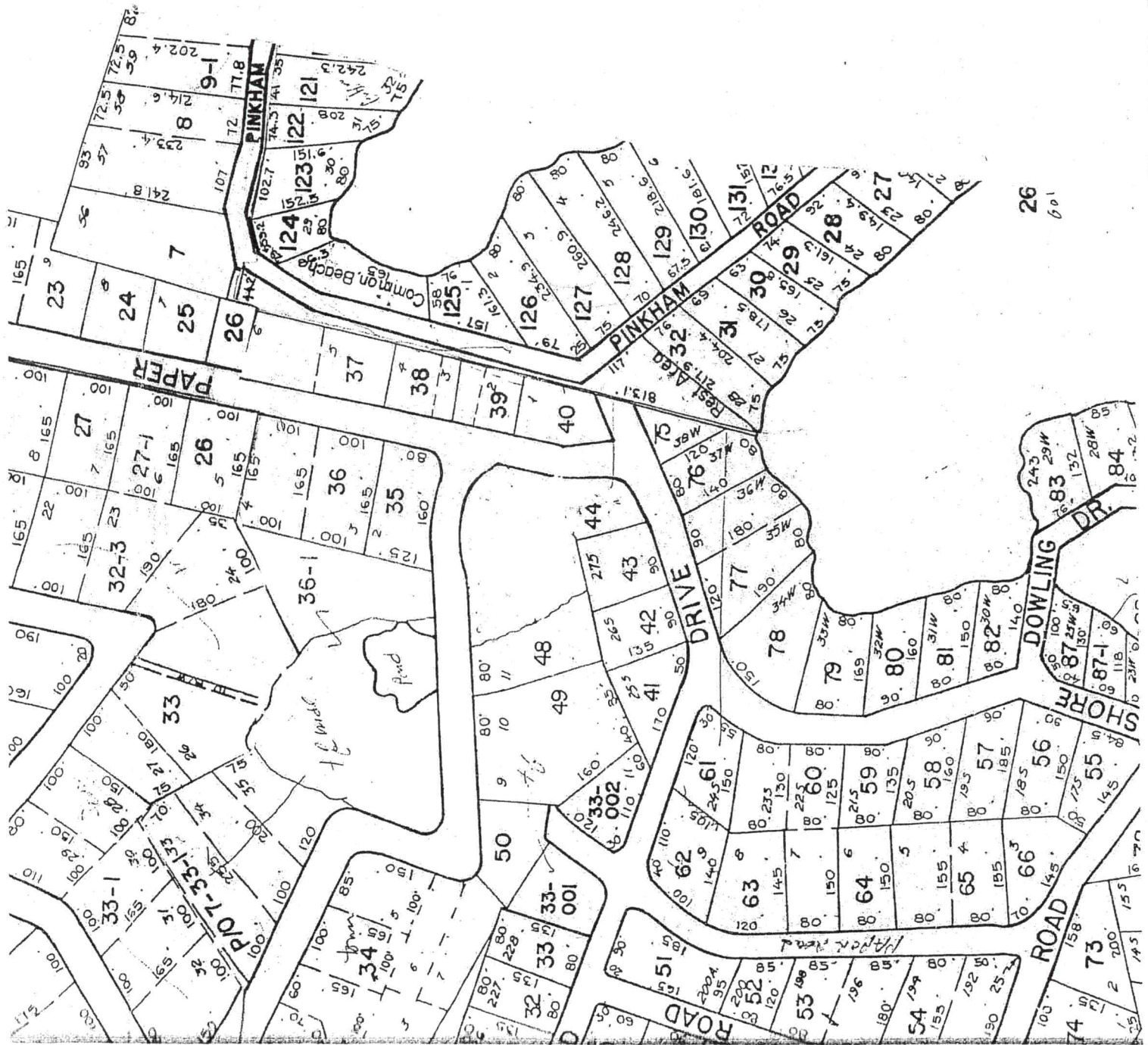
Offs Pinkham
Dairies

Swamp Lake

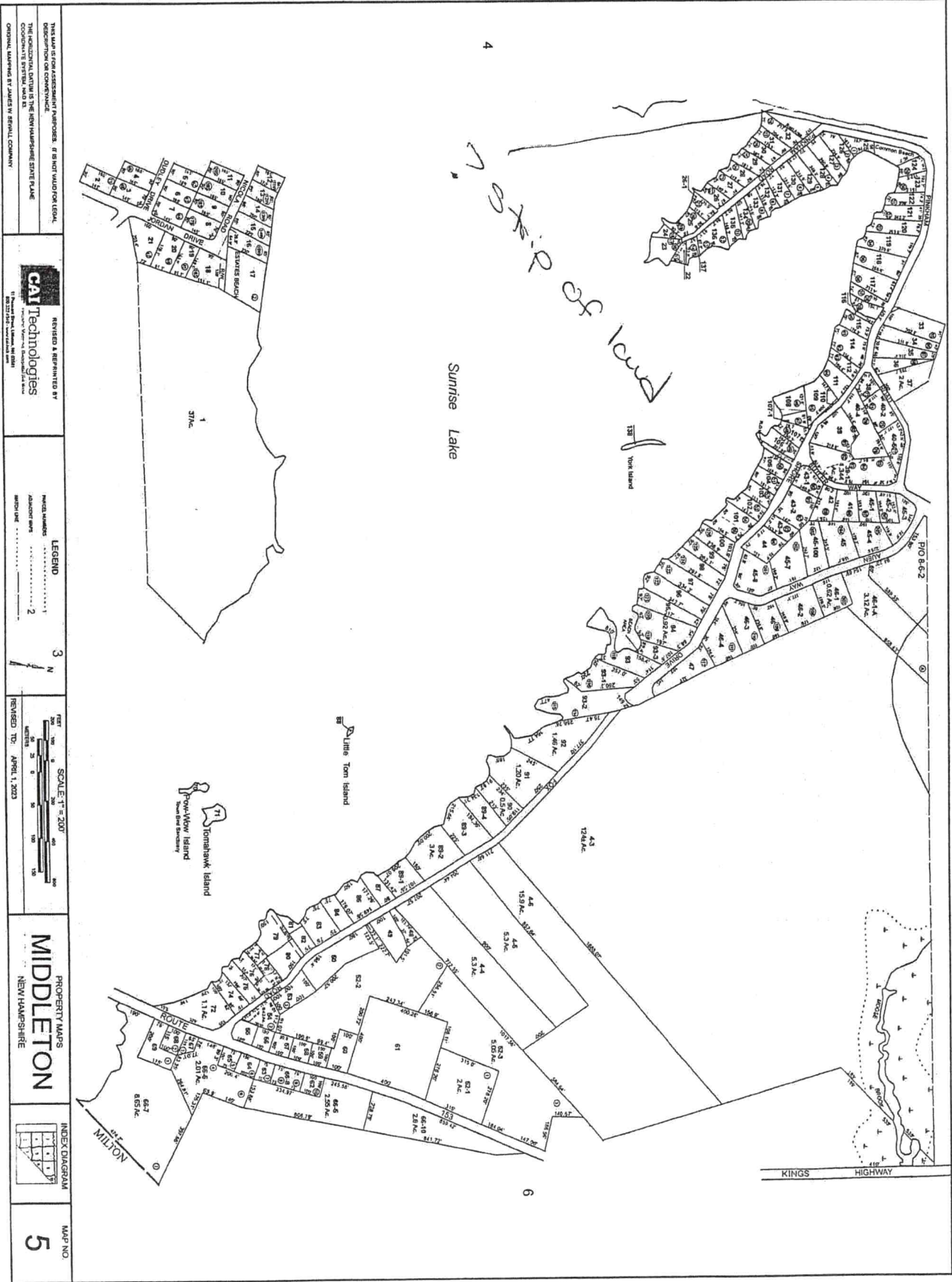
Taughwood (Paper Rd)

Proposed
merged
lots
Dairies

Q.10
D.10
4/38+
39



26
601

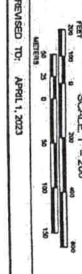


THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.
 THE LEGAL DESCRIPTION IS THE NEW HAMPSHIRE STATE PLATTE COORDINATE SYSTEM, AND IS ORIGINAL MAPS BY JAMES W. SPINALE COMPANY.

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CAI Technologies
 1100 North Main Street, Suite 100
 Middleton, New Hampshire 03070

LEGEND
 1
 2

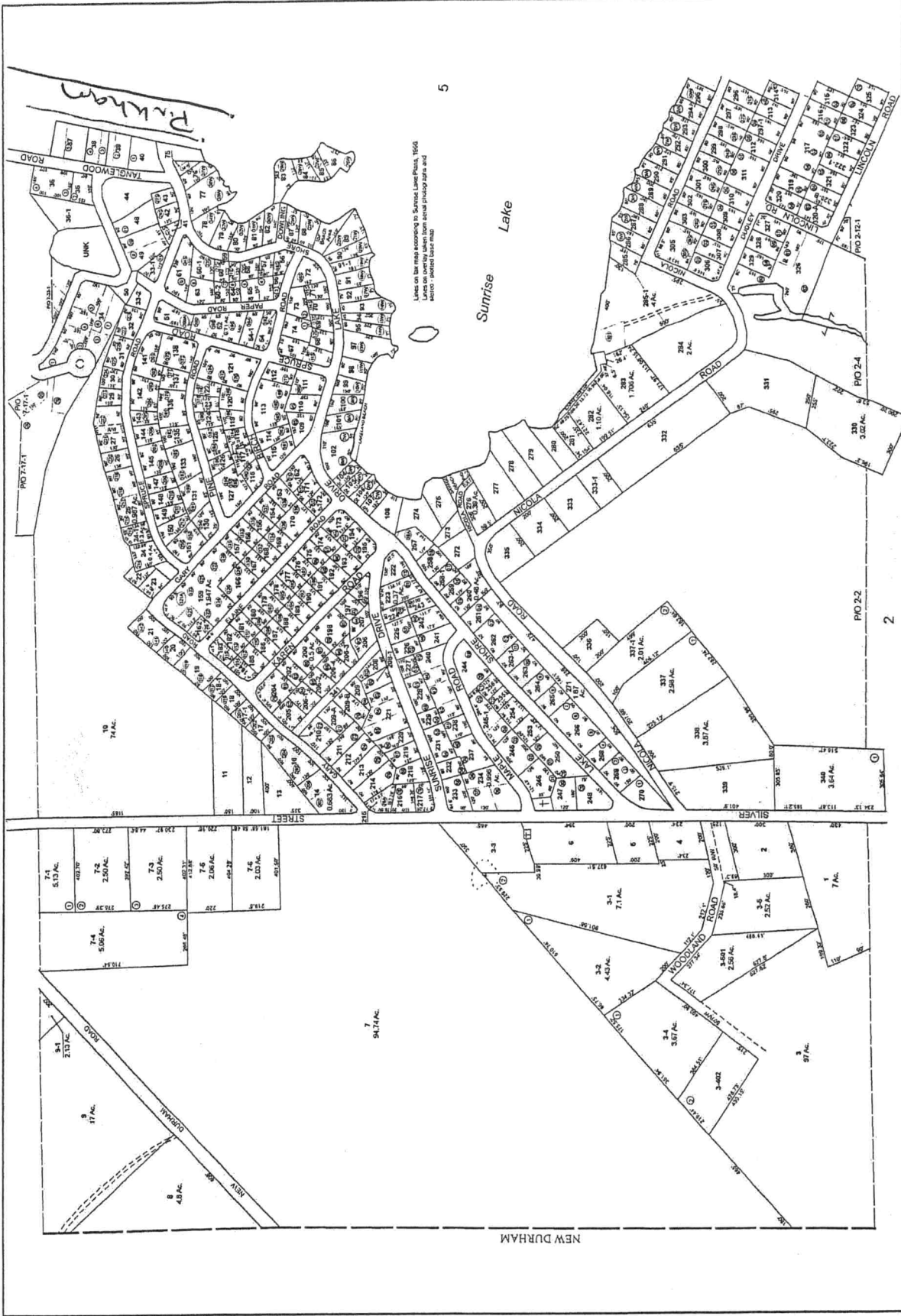
3 N



PROPERTY MAPS
MIDDLETON
 NEW HAMPSHIRE



MAP NO.
5

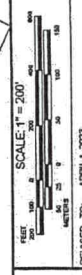


Lines on the map according to Sunrise Lake Plat, 1956
 shown from aerial photographs and
 shown in colored Lake 1982

MAP NO. 4



PROPERTY MAPS
MIDDLETON
 NEW HAMPSHIRE



REVISOR: TC, APRIL 1, 2003

- LEGEND
- Parcel Numbers
 - Adjacent Maps
 - Water Line

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CAI Technologies
 11 Park Street, Suite 200
 Middleton, NH 03756

THIS MAP IS FOR REFERENCE PURPOSES. IT IS NOT VALID FOR LEGAL
 DESCRIPTION OR CONVEYANCE.
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE
 COORDINATE SYSTEM, NAD 83
 ORIGINAL MAPPING BY JAMES W. BERNALL COMPANY

WARRANTY DEED

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