



TOWN OF LAKEVILLE MEETING POSTING & AGENDA

*Town Clerk's Time Stamp
received & posted:*

*48-hr notice effective
when time stamped*

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and **posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009)**. Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Select Board</u>
Date & Time of Meeting:	<u>Monday, February 26, 2024 @ 5:30 PM</u>
Location of Meeting:	<u>Lakeville Police Station</u> <u>323 Bedford Street</u>
Clerk/Board Member posting notice:	<u>Tracie Craig-McGee</u>

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

PLEASE ASK IF ANYONE IS RECORDING THE MEETING AND ANNOUNCE THAT LAKECAM IS RECORDING

A G E N D A

1. Select Board announcements
2. Town Administrator announcements
3. Discuss and possible vote on Select Board Meeting Minutes of February 12, 2024
4. 5:45 PM Public hearing-liquor license transfer – LeBaron Hills Country Club
5. 6:00 PM Public hearing regarding a complaint of vicious dog owned by Alisha Tetreault – 40 Clark Road
6. Meet with Kevin Paicos of National Financial Partners to discuss health insurance rate increases
7. Discussion/contemplation on organizational restructuring for some Town Departments
8. Discussion on potential orientation seminar for newly elected Town Officials
9. Discussion on expected decorum/behavior of Lakeville Boards, Committees and Commissions
10. Review proposed charge and possible members for the Town Administrator Search Committee with possible vote to appoint the members
11. Discussion and possible vote on the Housing Production Plan
12. Discuss and possible vote to appoint Shawn Robert as Police Department Sergeant
13. Building Committee Updates:
 - a. Senior Center Feasibility: Meet with Owner's Project Manager Jorge Figueirido and Council on Aging Director for update
 - b. Fire Station Building Committee
 - c. Old Colony Regional Vocational Technical Building Committee
14. New Business
15. Old Business
16. Correspondence

17. Executive Session pursuant to M.G.L c.30A Sec. 21(a)(3) to discuss strategy with respect to collective bargaining, specifically with the PBA Local 185 if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares and not to return to open session.

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Select Board arise after the posting of this agenda, they may be addressed at this meeting.

**AGENDA ITEM # 1
FEBRUARY 26, 2024**

SELECT BOARD ANNOUNCEMENTS

The Town Clerk would like to remind residents:

Dog licenses are due by April 30th. If you no longer have your dog, please call the Town Clerk's Office to let them know.

Census forms are due back by February 29th.

The Presidential Preference Primary is March 5th at the Loon Pond Lodge at Ted Williams Camp. The polls will be open from 7 AM to 8 PM.

Early voting for the Presidential Preference Primary is ongoing at the Old Town House. Hours are Monday through Thursday from 8:00 AM to 4:30 PM and Friday from 8 AM to 12 PM. Early voting ends on March 1st.

Also, if you have a mail in ballot, please return it to the Town Clerk as soon as possible.

**AGENDA ITEM #2
FEBRUARY 26, 2024**

TOWN ADMINISTRATOR ANNOUNCEMENTS



TOWN OF LAKEVILLE
Town Administrator's Office
346 Bedford Street
Lakeville, MA 02347
(508) 946-8803

Interim Town Administrator's Report
February 20, 2024 - February 22, 2024

Meetings with Department Heads

- 1. Human Resources Director**
 - a. Personnel
 - b. FY25 Health Insurance costs
- 2. Human Resources Director, Assistant to the TA, Representative of National Financial Partners**
 - a. Gateway Health Group
 - b. Health Insurance costs/claims
 - c. FY25 Health Insurance increase
 - d. Options
 - e. SB meeting
- 3. Police Chief**
 - a. Collective Bargaining proposals
 - b. Budget impact
- 4. Human Resources Director, Executive Assistant to the SB&TA**
 - a. TA search firms
 - b. Procurement
- 5. Veteran's Agent**
 - a. FY25 Budget department review
- 6. Human Resources Director, Chairman of the Board of Assessors**
 - a. Personnel
 - b. Staffing
 - c. Department reorganization
- 7. Building Commissioner, Fire Chief, Treasurer/Collector, Health Agent, Representative of RRG, Assistant to the TA**
 - a. Blighted properties
 - b. Tax title properties
 - c. Permitting
 - d. Abutter's properties
- 8. Accountant**
 - a. FY25 Budget

Meetings with Town Personnel (Non-Department Heads)

- 1. Chairman of the Board of Assessors, Representative of RRG**
 - a. Personnel

2. Chairman of the Finance Committee

- a. FY25 Budget

3. Planning Department Clerk

- a. MBTA Zoning map/SRPEDD

Meetings/Telephone Calls/Zoom Meetings with Non-Town Personnel

1. Discussion on Cannabis Host Community Agreements and legal issues with Attorney Michele Randazzo of KP Law, SB Chairman Brian Day and the Assistant to the TA Christina Cotsoridis
2. Discussion on the Council on Aging Building Feasibility Study with Jorge Figueiredo and Rafal Toczko of RTA Architects, Building Commissioner Nate Darling and Select Board member Lia Fabian
3. Discussion on Community Preservation Committee contract forms with Attorney Jonathan Eichman of KP Law and the Assistant to the TA

Collective Bargaining Negotiations

None

**AGENDA ITEM #3
FEBRUARY 26, 2024**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT
BOARD MINUTES OF FEBRUARY 12, 2024**

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
February 12, 2024 – 5:30 PM**

**Lakeville Police Station Meeting Room
323 Bedford Street, Lakeville, MA**

On February 12, 2024 the Select Board held a meeting at 5:30 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 5:30 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present was Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. Interim Town Administrator Robert Nunes was attending remotely. LakeCAM was recording the meeting for broadcast.

Select Board announcements

Chairman Day read the Select Board announcements.

Town Administrator announcements

Mr. Nunes read the Town Administrator announcements. He summarized a meeting he held with the Building Commissioner and the construction company for the door and window project at Assawompset Elementary School.

Discuss and possible vote on Select Board Meeting Minutes of January 8, 2024 and January 11, 2024

Chairman Day said the minutes of January 8, 2024, January 17, 2024 and January 22, 2024 were presented for approval. Member Carboni asked for revisions to the minutes of January 17th and January 22nd.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Select Board Meeting Minutes of January 8, 2024 as presented.
Unanimous in favor.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Select Board Meeting Minutes of January 17, 2024 as amended.
Unanimous in favor.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Select Board Meeting Minutes of January 22, 2024 as amended.
Unanimous in favor.

Joint meeting with the Planning Board to discuss the Housing Production Plan and possible vote on extension of contract with SRPEDD

Mark Knox, Michele MacEachern, Jack Lynch and John Cabral, members of the Planning Board were present for the discussion and opened their meeting at 5:54 PM. Also present was Nathan Darling, Building Commissioner and Amy Kwesell, Esquire of KP Law. Ms. MacEachern said the Planning Board met in December to finalize one of the locations of Town owned property to be designated for a potential 40B site. The next day SRPEDD heard back from the State and said they wanted a feasibility study done to see whether the Town landfill is a viable site. Research was done on other Towns that used a landfill and the Planning Board decided to move forward with it. The Planning Board approved the final draft of the Housing Production Plan (HPP) in June and the Select Board approved it in July. SRPEDD sent it for initial review to the State and this item is one of the State's edits, as well as, some minor language changes. We are looking to confirm that the Select Board agrees with the location and we will submit it to the State. We will also need a letter to submit that to the State.

Planning Board Chairman Knox said the goalposts were moved by the State. We went through the process and approved what we were told was a complete HPP, but the State came back with these requests which were not part of the original approval of the HPP. Ms. MacEachern said we will use the Planning Board SRPEDD hours in order to get the feasibility study done. If you vote to approve the plan and the changes, she will go ahead with SRPEDD. Member Fabian said this feasibility study is to determine whether the location selected is a viable location. It may never be developed, but we still need the study done. Chairman Day asked about the language "identification of municipal owned parcels to which the municipality commits to issue a Request for Proposals (RFP) to develop Subsidized Housing Inventory eligible housing". We can't dispose of land without Town Meeting vote. Planning Board Chairman Knox said he spoke to Mr. Darling about this. Planning Board Chairman Knox said his suggestion is commit to seek a proposal, but it doesn't need to be executed. We felt that would fulfill the requirements of the request. Chairman Day asked what would the State say if Town Meeting did not approve the sale of the land; is the plan dead? Ms. MacEachern said she spoke to SRPEDD and asked what if the Town reached Safe Harbor, does it change what is required. SRPEDD said it would be a minimal change and they would still look to us to designate this, but it would be if needed or in the future. If the Board is not comfortable with the wording, we can say we approve with this minor edit.

Chairman Day said we can commit to getting a proposal, but that is it. We don't have the ability to commit that piece of property until it goes through Town Meeting. Mr. Darling said he would feel better saying "entertain" a RFP. Amy Kwesell, Esquire, said the HPP is just a plan. The requirements of the plan are from Executive Office of Housing and Livable Communities (EOHLC). The Town can't go to a RFP without converting the control of the land at Town Meeting. You don't want to send out a RFP and have people respond to it and you don't even know if the Town is willing to transfer the property. She thinks all that is required would be to state which properties you are willing to commit and move on it. Chairman Day asked could we say we commit to this on the condition that Town Meeting approves it. Attorney Kwesell said you cannot override legislative action, which is Town Meeting. She wouldn't think that EOHLC would require any more than that.

Member Carboni asked if there is going to be additional costs beside the 20 hours. Ms. MacEachern said SRPEDD said we can use the 40 hours we have left between the Planning Board

and Select Board. They said to start with the original 20 hours and go from there. The original contract with SRPEDD has expired and it can be extended. Chairman Day said we need to vote to approve the HPP and then the contract extension. Chairman Day asked what is the other parcel. Ms. MacEachern said it is adjacent to the Hospital property identified as #2. Ms. Craig-McGee noted that the Board's agenda does not have a vote on the HPP. Member Carboni said we can bring the vote back on the Board's meeting on the 26th. Ms. MacEachern said if this is not completed, the Town can't reach Safe Harbor. We have already missed out on units over the past two (2) years. Chairman Day asked if we would need to add additional information on the contract regarding using the 20 hours as payment.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the extension of the SRPEDD contract to finish the Housing Production Plan.
Unanimous in favor.

Planning Board Chairman Knox asked the Board to put on the 26th agenda to approve the draft HPP that exists. Ms. McEachern said she will put in a request to use the SRPEDD hours. Chairman Day said Robert Nunes' name is on there. Planning Board Chairman Knox said the previous Town Administrator's name was on there so that is why.

Joint meeting with the Planning Board to discuss and possible vote to expand the Smart Growth Overlay District (40R)

Chairman Day said this started after the presentation of the potential Lakeville Hospital project. We already have a 40R district in Town and he asked if 40R would be considered for the project. Planning Board Chairman Knox said it was discussed previously by the Planning Board, but did not act on it because they didn't want to prompt that development because the presentation had not been given yet. He asked Attorney Kwesell if they could overlay part of the hospital property to give the developer the possibility of doing a 40R instead of a 40B. We don't want to create an overlay to open the floodgates for more housing than what would be with a 40B. Can we cap what we are overlaying the site with? Attorney Kwesell said with regard to 40B versus 40R, with 40B you are referring to a large project, which means in a Town the size of Lakeville, a large project is capped at 200 units. If they go over 200 units under 40B, you do not have to approve it. 40R does not have a cap. It has affordability and increased density, but it is not a 40B. There is a concern if you overlay that area you could be looking at more than 200 units. It depends where the overlay hits on the property; it doesn't have to be the whole property. If we have the ability within 40R to limit the density, that answers lie within EOLHC and would need their approval. We do have control over how much of the lot we want to overlay. 40R has financial benefits to the Town that Lakeville has already seen in their current 40R that 40B does not. 40R doesn't require the 25% of affordable housing, it is 20%. Ms. MacEachern said with 40B rentals all count; it changes with 40R. Attorney Kwesell said the last one they did was for sale units. With rentals you are still getting a density bonus. Ms. MacEachern said so if you do 40B you get more affordable housing. 200 40B units would bring us into safe harbor. Attorney Kwesell said there is no offered financial benefit with 40B and Town rarely see a financial benefit. Ms. MacEachern said so we should reach out to see if we can add language with a cap to the 40R overlay. Attorney Kwesell said the last 40R we didn't have to worry about this with the last 40R was a very small area already developed and we knew it

was going to have 120 units. We could run this by EOLHC. Planning Board Chairman Knox said is there a similar density allowance for 40R and 40B. If we know the acreage for 40B, is that big enough to not be spot zoning and control the number of units that would have been 40B. Attorney Kwesell said you can only build on the 40R overlay so if you limit the size of the overlay, it limits the numbers of units. You do bring up a good question about spot zoning. EOLHC does not allow expansion of an existing 40R subzone; you need to create a new one. Member Carboni said we have three (3) Smart Growth Overlay Districts with three (3) sections. We would need a 4th one. Mr. Darling said this conversation is not being had to promote development. We are trying to cut off something that may be inevitable. With Riverside/Commercial Drive projects there are 111 units, was originally a 40B. Our previous Town Administrator, Rita Garbitt, identified a way to recoup expenses, so the developer agreed to run them concurrently as we proposed to Town Meeting a zoning change. The project number didn't change from the 40B to a 40R. The conversation we need to have is looking at if we are opening the floodgates if we rezone this whole 49 acres and end up with 7-800 units versus 200. This is a longer conversation with Town Counsel and EOLHC to see if we can create 49 acres as a subdistrict, but if we reach our 10% Subsidized Housing Inventory can we deny any further permitting on the affordable units. We can pick 10 acres which would have an allowable density of 200 units. Chairman Day said 600 for the whole 49 acres would be a whole project. Mr. Darling said that is why we want to limit the land area or condition that if we reach 10% we can deny any further permitting. Attorney Kwesell said right now you have 25 units per acre right now for developable land. 40R does not take into consideration wetlands, etc. 40B tends to come in on properties that are not desirable for standard zoning. Ms. MacEachern asked are we talking about the entire site or are we talking about limiting that. Planning Board Chairman Knox said we would want to consider 8-12 acres. We don't have a subdivided plan to say that's the piece. They have one parcel of 49 acres. How do we identify the right 10 acres? Mr. Darling said it would be a question of priority. Can we do the whole 49 acres with a caveat that once we reach our 10% subsidized housing we can limit the number of units built there. If you look at our current Subsidized Housing Inventory we need a bit less than 200 units to reach out 10%. He believes all the rentals would count for Subsidized Housing Inventory. If you look at 40B, 25% need to be affordable and 20% in 40R. In phase D of Kensington Court, the developer wanted to change it to rentals. All of those units would count, but it had to go to 25% affordability but they all counted. If Rhino keeps it a rental for either 40B or 40R, we will reach safe harbor. We just updated to a 2020 census until about 2031-2. If we reach the 200 units of rental and are at 10%, we will be in safe harbor until the next census. The 40R district would come with a \$600,000 bonus once the permits are issued to the Town and 40S money from the State if they keep funding it. The 40R will help mitigate expenses to the Town. Chairman Day said we are getting less of the 40S money each year as more Towns build these. Mr. Darling said there is \$180,000 to \$200,000 in Smart Growth this year on the Cherry Sheet. As we get more numbers, we will get more of that funding. Member Carboni said there were only two (2) municipalities that were participating in the program when we did ours.

Chairman Day asked where do we want to go from here? Do we want a small advisory committee or have the Planning Board continue on with this? Ms. MacEachern said we should probably reach out to EOHLC. Member Carboni said we had plans in front of us the last time we did this. Attorney Kwesell said we were able to gear the 40R to the project that we had. Once you set these 40R subdistricts these are uses allowed by right and only subject to plan approval by the Planning Board. You are opening that door, so we would need more information. Planning Board Chairman Knox said an advisory committee would be wise. Attorney Kwesell said you are up against time for June Town Meeting. There are certain timelines that EOLHC follows. They have 30 days to review a

draft. There are more communities taking advantage of 40R now. Chairman Day said is there a reason not to reach out to Rhino to see what they are planning. Attorney Kwesell said it would be advantageous to reach out so we can come up with an overlay that meets scrutiny. Member Carboni said we need to have that conversation first. Attorney Kwesell said the time we did it before the developer was very cooperative. Chairman Day asked if we should have Mr. Nunes reach out and set up a meeting. Planning Board Chairman Knox said we should reach out to EOLHC with questions and to the developer. If we formed a small group and do as much as we can within the group we can give updates to the Select Board and Planning Board. Planning Board Chairman Knox suggested that he, Mr. Darling, Chairman Day, Mr. Nunes and Attorney Kwesell be on the advisory committee. Attorney Kwesell said she would reach to EOHLHC initially to get some answers on your question. Planning Board Chairman Knox said he can reach out to Rhino to see where they are. Attorney Kwesell said with the last 40R, Mr. Poillucci decided to go with 40B and 40R which is acceptable. They might apply for a 40B, but it may become 40R. Chairman Day said it looks like there are open space requirements also.

Ms. MacEachern asked who is tracking this? Planning Board Chairman Knox said no one has been. Member Carboni said Subsidized Housing Units is under the Town Administrator. Attorney Kwesell said normally Subsidized Housing Inventory is kept track of by the Town Planner. It is an easy process to get them certified. The confusing part is that Subsidized Housing Inventory units come on and off. You only have a year to issue the building permit and is not issued, it gets knocked off of the Subsidized Housing Inventory and needs occupancy within a year or they come off. The most important thing is when you get the Housing Production Plan, you are eligible for safe harbor for hitting your goals. You are not the only Town without a Town Planner, but it is very important to keep track of your Subsidized Housing Inventory. Chairman Day asked Mr. Darling where the data lies and how to keep it safe. Mr. Darling said the reporting for Subsidized Housing Inventory is multi-faceted. Ultimately the Building and Occupancy permits weigh in. In the past he provided them to Ms. Garbitt and she was the reporting officer in the absence of a Town Planner. The Smart Growth Reporting Officer does the 40S reimbursement coordinating the school reporting and it did slow. In 2022, we were going to update it and it wasn't done. The form is quite simple, but who is responsible for this. Chairman Day asked can the Town Administrator's office handle this in coordination with the Planning Clerk and Mr. Darling. Mr. Nunes said yes. Planning Board Chairman Knox said do we want to give updates to our respective Boards and nothing happens unless we want to call another meeting. Chairman Day responded yes.

Upon a motion made by Planning Chairman Knox and seconded by Ms. MacEachern, it was:

VOTED: To adjourn the meeting at 6:45 PM.
Unanimous in favor.

Discuss and possible vote on establishing a Town Administrator Search Committee and discuss and possible vote regarding hiring a search firm

Lacey Marshall, Human Resources Director, was present for the discussion. Chairman Day said we have discussed a search firm, but have not solidified it. He liked the format the last time where they did the legwork and brought the finalists forward. Member Fabian agreed that it was a good process because the Human Resources (HR) Director was the coordinator between the company and us. They narrowed applicants down to 16 finalists and then the search committee evaluated the finalists. Member Carboni said our HR Director put out some preliminary feelers. There is a hefty

price tag on these firms. Perhaps we should formalize it, maybe go out to bid and interview the firms. Even if we get some of the work done before the 5-member Board occurs, the new members will be part of the process. Member Fabian said she suggested in December that the first few steps will take a bit of time, including looking at the job description, salary and description of the Town that was put into the actual package that the applicants would look at. There is a minimum of two (2) weeks that it is advertised for. We are already in the middle of February; we wouldn't be doing semifinalist interviews until the new Board is in. We could leave one (1) seat on the Search Committee to be filled by another Select Board Member. The problem with the timing is that we have our interim through maybe July, but she doesn't want to have to find another interim. Someone that accepts the job may have to give 90 days' notice. Chairman Day noted it is only seven (7) weeks until the election. We should have the new members on Board before we get too far in the process. Ms. Marshall said this depends on the Board. The packet will go out for 30 days to allow for application; then the CORI and reference checks are done and the search firm will shorten the list for how many finalists the Board wants. Last time finalists had to write an essay and that shortens the list even more. At the end you have three (3) or four (4) applicants to interview. You are looking at 120-day process. Member Carboni said she is not opposed to get the ball rolling and have three (3) search firms come in for an interview. Ms. Marshall said she had contacted three (3) firms already and has two (2) more to reach out to.

Upon a motion made by Member Fabian and seconded by Member Carboni it was:

VOTED: To have the HR Director work with Ms. Craig-McGee and Mr. Nunes, if needed, to reach out to Search Firms to start the process of looking for a Town Administrator. Unanimous in favor.

Mr. Nunes said he will meet with Ms. Marshall and Ms. Craig-McGee to have a general discussion, but he will be staying out of the process.

Chairman Day asked about putting a Search Committee together. He recommends two (2) Select Board members; the Building Commissioner; HR Director; a Public Safety representative; Town Accountant Treasurer/Collector; a community member or another Department Head; and John Olivieri, Jr. as another community member and the Interim TA to be there as a non-voting member for a 9-member voting board. Member Fabian said we had talked about seven (7) members in December. Chairman Day said we can discuss this on the 26th. Member Carboni suggested a member of the Finance Committee. We should put together a list and narrow it down. Member Fabian suggested the HR Director; Select Board Member, Town Accountant, Building Commissioner; and a Finance Committee Member. Member Carboni said we should have a charge for the committee. Chairman Day said Ms. Marshall had sent out the last one. Ms. Marshall noted that she would not be a voting member.

Discuss and possible vote to adopt Annual Town Meeting Calendar for June 10, 2024

Chairman Day said we have the Annual Town Meeting Calendar, but we have not set the May meetings yet. It was agreed to vote on the articles and the final warrant on May 6th and May 23rd for legal ad and posting of the warrant with warrant review on June 3rd.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To adopt the Annual Town Meeting Calendar for the June 10, 2024 Annual Town Meeting with voting on the articles and the final warrant on May 6th and May 23rd for legal ad and posting of the warrant with warrant review on June 3rd.
Unanimous in favor.

Discuss and possible vote to open the Annual Town Meeting Warrant for June 10, 2024 and to close the Warrant on April 8, 2024

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To open the warrant for the June 10, 2024 Town Meeting and close the warrant on April 8, 2024 at 4:00 PM.
Unanimous in favor.

Member Carboni said the warrant is now open so if anyone would like to put articles on the Annual Town Meeting now is the time to start working on it. Mr. Nunes said he will send out an email to the Department Heads and the Chairmen of the Committees.

Discuss and possible vote on request from Fire Chief to apply for an Assistance to Firefighters Grant

Pamela Garant, Deputy Fire Chief, was present for the discussion. Ms. Garant said the Fire Chief is seeking approval to apply for an Assistance for Firefighters Grant which is awarded directly to Fire Departments to enhance health and safety for first responders and provide equipment support. They would like to get an industrial extractor and turn out gear dryer. They are requesting a grant of \$20,895 which has a \$1,500 requirement in matching funds. This is a 2-year grant, but due to supply chain issues, they are issuing a 2-year extension. We were approved in 2019 for \$14,000 and in 2021 we received \$220,000 for Self-Contained Underwater Breathing Apparatus.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the request from the Fire Chief to apply for the Assistance to Firefighters Grant.
Unanimous in favor.

Discuss and possible vote to approve the warrant for the Presidential Preference Primary-March 5, 2024

Chairman Day said we have the warrant for the Presidential Preference Primary.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the warrant for the Presidential Preference Primary on March 5, 2024.
Unanimous in favor.

Discuss and possible vote to award SERSG DPW Services Bids

Chairman Day said this is the annual awards for DPW Services Bids.

Upon a motion made by Member Carboni and seconded by Member Fabian it was:

VOTED: To award the SERSG DPW Services bids to the following: Permanent Trench Patch Repairs – Lorusso; Superpave Hot Mix Asphalt – Zone D – PJ Keating ; Rubber Chip Seal – AllState; Micro Paving – Indus; Polymer-Modified Crack Sealing/Hot Asphaltic Filler – Indus; Chlorinated Rubber Traffic Line Painting – K5 Corp.; Thermoplastic Traffic Line Painting – K5 Corp.; Structure Work – R.M. Pacella; Catch Basins Cleaned & Sumps Measured – R.J. Gabriel; Tub Grinding – G. Lopes; Grad-All Excavator Services – Cain’s Mechanical; and High Production Tree Removal and/or Trimming – Mayer Tree for a term of March 1, 2024 to February 28, 2025.

Unanimous in favor.

Discuss and possible vote to approve request from Council on Aging Director to designate items as surplus

Lori Fahey, Council on Aging Director is present for the discussion. Ms. Fahey said some people thought that this pool table was donated to the Council on Aging. A family had donated for a previous 9’ pool table, but it was too large for the space, so the family gave a donation to get it back. This is a different pool table. From last year, four (4) seniors used the pool tables ten (10) times during the year. We have other ideas for the space it is in. The juke box was great during COVID to play music outside, but right now she is trying to find space for it. The last time we used it there was smoke and it has been unplugged since then. She will be coming back with a surplus request for two (2) stand up chairs in the back-room chairs that are not used. We are thinking about making a small library/sitting area in that space. We hope to get four (4) square wooden matching tables and some comfortable chairs where we will get more useable space. Member Fabian said she saw what she is planning. The chairs that are in there are huge and take up a lot of space.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To designate the pool table and juke box as surplus.
Unanimous in favor.

Discuss and possible vote to send letter to Town of Raynham regarding contract with the Lakeville Animal Shelter

Chairman Day said Raynham has not yet returned their boarding contract for the Animal Shelter. The question is should we continue to accept animals from them with no contract. They have one (1) dog still in the shelter. Member Carboni asked if Raynham has been contacted by phone yet. Ms. Craig-McGee said no; the letter would be the reach out.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To send a letter to the Town of Raynham regarding their contract with the Lakeville Animal Shelter.
Unanimous in favor.

Chairman Day asked that the Animal Control Officer to be notified not to accept any new animals from Raynham unless a contract is received.

Discuss and possible vote to accept resignation of Gary Flaherty from Open Space Committee

Chairman Day said Mr. Flaherty is moving and has resigned from the Open Space Committee. Member Fabian asked that he be sent a thank you letter.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To accept Gary Flaherty's resignation from the Open Space Committee and send a letter of thanks.
Unanimous in favor.

Building Committee Updates:

Senior Center Feasibility Study

Member Fabian said we would like to put this on the next meeting on February 26th.

Fire Station Building Committee

Member Carboni said the small working group is meeting this Wednesday to review the concept layouts and discuss the floor plans. At that meeting we will discuss the scheduling of the main committee. Member Fabian asked would we be asking for money to be put on the warrant. Member Carboni said there is a possibility; the plan was to have an actual conceptual idea of what it would look like to request funding from the Town. That will be discussed at the next full meeting and create a timeline back from Town Meeting.

Old Colony Regional Vocational Technical Building Committee

Chairman Day said there was a full meeting of the committee last week. PMA Consultants are on board as Owner's Project Member. A Request for Services will be submitted to the School Building Authority (SBA) and once they review it and hopefully approves, they will post for designer bids and enter into the process to select a designer. PMA estimated roughly a year for full design, so that would be at the end of calendar year 2025. If the calendar holds, that fall town meeting will be when all the communities would be asked for funding. They are saying we will probably see shovels in the ground by FY27. They will submit have to SBA a proposal for their choices on either a renovation; a renovation and/or an addition to the current building or a full build. They will work with the SBA to determine what the best candidate is and see if they will stick with the current 560 students or expand to no more than 810 students. Member Carboni said we should make a note for budget forecasting to maybe put some money around it. Chairman Day said we

need to get a strong idea of what this school will look like. The highest number so far is \$220 million. Mr. Nunes noted he will be meeting with Aaron Polansky at the end of the month.

New Business

Chairman Day said the clothing donation bin has already gone sideways at the Animal Shelter with people dumping things in the car port. We don't want the Animal Control Officers to have to deal with that. Member Fabian said the contract can be cancelled. Member Carboni said there is no term, just the 4 cents per pound. Did we negotiate the price? Do we know what they are getting per pound? Member Fabian said it would have been convenient, but between our Treasurer and Town Accountant they have said the money needs to go into the General Fund and she doesn't want people donating thinking that it goes to the Animal Shelter. Chairman Day said he doesn't want people throwing the shelter donations into that. Member Fabian said we are adding additional work to have them go through this bin. Member Fabian said we were not aware of this until it was there. Ms. Craig-McGee said the bin came about because people were putting their clothing into the Animal Shelter donation bin. Member Carboni suggested circling back on this. Member Fabian said she didn't want to have the Animal Control Officer spend his day taking care of the bin. Chairman Day asked if the Animal Control Officer has a key to it? Member Fabian said he does. Ms. Craig-McGee said she spoke to the representative who said if we want to remove it we just have to call them. Member Fabian said maybe we can put a sign there stating that the money was going to the General Fund. Member Carboni said let's take a look at this the beginning of April .

Old Business

There was no Old Business.

Correspondence

1. Email from Ms. MacEachern said MacEachern regarding Community Preservation Committee reorganization
2. Letter from Lakeville Permanent Firefighters Association regarding change of officers
3. Notice from Plymouth County Registry of Deeds regarding 2023 Community Preservation Act surcharges collected
4. Letter from Plymouth County Mosquito Control Project regarding their budget
5. Form 500 from Comcast

At 7:14 PM upon a motion made by Member Carboni and seconded by Member Fabian, it :

VOTED: To enter Executive Session pursuant to M.G.L c.30A Sec. 21(a)(3) to discuss strategy with respect to collective bargaining, specifically with the PBA Local 185 if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares and pursuant to M.G.L c.30A Sec. 21(a)(2)to conduct strategy sessions in preparation for negotiations with non-union personnel and not to return to Open Session.

Roll call: Member Carboni – aye; Member Fabian – aye and Chairman Day – aye.

List of documents provided at the Select Board Meeting of February 12, 2024

1. Agenda page
2. Agenda page; Town Administrator announcements
3. Agenda page; Select Board Meeting Minutes of January 8, 2024; January 17, 2024 and January 22, 2024
4. Agenda page; contract extension; Housing Production Plan
5. Agenda page; Smart Growth Overlay District By-law; map
6. Agenda page; letter from Kenneth W. Upham, Sr.; email from Police Chief
7. Agenda page; draft Annual Town Meeting Calendar
8. Agenda page
9. Agenda page; memo from Fire Chief
10. Agenda page; Presidential Preference Primaries Warrant – March 5, 2024
11. Agenda page; SERSG DPW Services Bid award
12. Agenda page; emails from Council on Aging Director; photographs of surplus property
13. Agenda page; draft letter
14. Agenda page; email from Gary Flaherty
15. Agenda page
16. Agenda page
17. Agenda page
18. Agenda page
19. Agenda page

**AGENDA ITEM #4
FEBRUARY 26, 2024**

**PUBLIC HEARING – LIQUOR LICENSE TRANSFER
LEBARON HILLS COUNTRY CLUB**

Golf Blues, LLC, dba Lebaron Hills Country Club is applying for a transfer of the On Premises Restaurant All Alcoholic Beverages License for the property located at 183 Rhode Island Road. Attached is their transfer license application.

Procedure for the transfer is as follows:

Read legal notice published in the paper;

Motion to open the hearing;

Ask if anyone will be testifying and swear them in;

Explain procedure of the hearing (i.e. speaker needs to be recognized by chairman before speaking; all comments are to be addressed to the chairman).

Ask applicant to speak to application. Ask if anyone else has any testimony or questions

Close the hearing

Select Board Members to hold discussion

Select Board Members to make a motion on their decision

If the board approves of the transfer, the motion would be:

To approve the transfer of the On Premises Restaurant All Alcoholic Beverages License from Lebaron Operating Company, LLC, dba Lebaron Hills Country Club to Golf Blues, LLC, dba Lebaron Hills Country Club

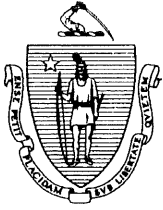


**TOWN OF LAKEVILLE
SELECT BOARD**

Pursuant to Chapter 138 of the General Laws, the Lakeville Select Board, acting as the Licensing Board, will conduct a public hearing at 5:45 PM on Monday, February 26, 2024 on the application of Golf Blues, LLC for a transfer of the On Premises All Alcoholic Beverages Restaurant license for the property located at 183 Rhode Island Road, Lakeville, Massachusetts.

Said hearing will be held in the Rita A. Garbitt Community Meeting Room at the Lakeville Police Station located at 323 Bedford Street, Lakeville, Massachusetts.

Brian Day, Chairman
Evagelia Fabian
Lorraine Carboni
Lakeville Select Board



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

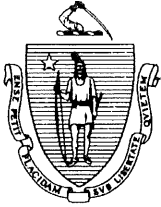
ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RECEIVED
 FEB - 1 2024
 11:00 AM
 SELECTMEN'S OFFICE

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

This application is for the transfer of the existing license servicing the premises by virtue of the execution of a pledge and a change of manager associated with the transfer.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Holes 1-18 consisting of approximately 162 acres with a 45,000 square foot country club. Twelve exits on the operational floor and two exits at the end of clubhouse in basement. Two locked storage facilities in downstairs kitchen for liquor. Beer and wine coolers located at bar

Total Sq. Footage	<input type="text" value="45,000"/>	Seating Capacity	<input type="text" value="200"/>	Occupancy Number	<input type="text" value="275"/>
Number of Entrances	<input type="text" value="14"/>	Number of Exits	<input type="text" value="14"/>	Number of Floors	<input type="text" value="2"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	LeBaron Operating Company, LLC	By what means is the license being transferred?	Execution of a Pledge
------------------------	--------------------------------	---	-----------------------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Alexander A. Will	Manager/Member	34.30%
Frank Will	Member	49.78%
Michael F. Hansen	Member	15.92%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Alexander A. Will	1375 Ocean Drive, Summerland Key, FL 33042		6/20/1946

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	15%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Cary Douglas Will	296 York Street, Canton, MA 02021		10/21/1963

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	75%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Alexis August Dunn	171 Raymond Street, Cambridge, MA 02140		8/21/1984

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Manager	10%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	\$4,600,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	<input type="text"/>

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The property and business assets were purchased at foreclosure auction for the amount of \$4,600,000.00. Golf Blues, LLC, the Mortgagee/Pledgee was the winning bidder at the foreclosure auction.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
6/2023	Current	Restaurant Manager/Bartend	LeBaron Hills Country Club	Alexis Dunn
8/2008	6/2023	Bartender/Manager	Chateau	Roberta Sanphy

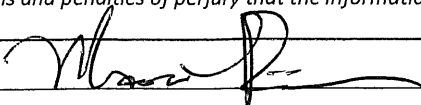
D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
Title:
Date:

Management Agreement Entity Officer/LLC Manager

Signature:
Title:
Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

“VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”


“VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

For Corporations ONLY

A true copy attest,


Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Alexis Dunn, Manager
(Print Name)

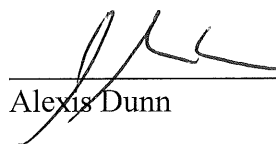
(Print Name)

AFFIDAVIT

I, Alexis Dunn, hereby certify and acknowledge under the pains and penalties of perjury as follows:

1. I am a manager of Golf Blues, LLC;
2. The sole member of Golf Blues, LLC is A.A. Will Corp.;
3. The ownership interests of A.A. Will Corp. are Alexander A. Will with 15%, Cary D. Will with 75% and Alexis Dunn with 10%.

Signed under the pains and penalties of perjury this 1st day of February 2024.

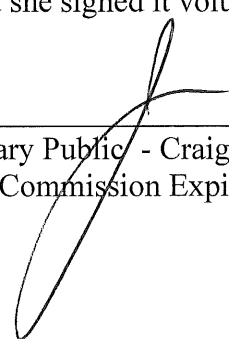


Alexis Dunn

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 1st day of February 2024, before me, the undersigned notary public, personally appeared Alexis Dunn proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public - Craig M. Medeiros
My Commission Expires: 1/22/2027



ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 95%; height: 100%;" type="text"/>	<input style="width: 95%; height: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

 Yes No



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1646735136
Notice Date: December 19, 2023
Case ID: 0-002-232-966



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEBARON OPERATING COMPANY, LLC
183 RHODE ISLAND RD
LAKEVILLE MA 02347-2601

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, LEBARON OPERATING COMPANY, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



28 State Street
Boston, MA 02109-1775
p: 617-345-9000 f: 617-345-9020
hinckleyallen.com

Owen J. Doherty, III, Paralegal
odoherty@hinckleyallen.com
(617) 378-4374

November 27, 2023

Alcoholic Beverages Control Commission
Attn: Sean Walsh
95 Fourth Street, Suite 3
Chelsea, MA 02150

RE: Lebaron Operating Company, LLC – DUA Compliance Certificate – Application for Transfer

Dear Sean:

Our client Lebaron Operating Company, LLC, a Massachusetts limited liability company (the "Licensed Entity") is submitting an Application for Transfer of License (the "Application") in connection with ABCC License Number 00022-RS-0584 (the "License").

In connection with the Application I want to make reference to our email correspondence dated November 21, 2023 where we discussed the relationship between the Licensed Entity and Assawompsett Golf Company, LLC, a Massachusetts limited liability company ("Assawompsett"). Assawompsett is an affiliate of the Licensed Entity which manages and operates the Licensed Entity with respect to its operations under the License, including but not limited to, processing payroll on behalf of the Licensed Entity.

Due to this relationship between the Licensed Entity and Assawompsett, Assawompsett is the entity that is registered with the Massachusetts Department of Unemployment Assistance and is producing the Department of Unemployment Assistance Certificate of Compliance in connection with the Application.

If you have any questions or if you need any additional information please do not hesitate to contact me by telephone at (617) 378-4374 or by email at odoherty@hinckleyallen.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "Owen J. Doherty, III".

Owen J. Doherty, III
Paralegal



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1386628896
Notice Date: November 1, 2023
Case ID: 0-002-225-596



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ASSAWOMPSET GOLF COMPANY LLC
183 RHODE ISLAND RD
LAKEVILLE MA 02347-2601

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ASSAWOMPSET GOLF COMPANY LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

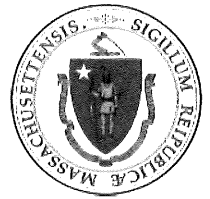
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: November 3, 2023

Letter ID: L0000321262

Employer ID (FEIN): XX-XXX8306

ASSAWOMPSETT GOLF COMPANY LLC
183 RHODE ISLAND RD
LAKEVILLE MA 02347-2601

Certificate ID: L0000321262

The Department of Unemployment Assistance certifies that as of 02-Nov-2023, ASSAWOMPSETT GOLF COMPANY LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສໍາຄັນ. ກະລຸນາຳເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែវាយ៉ាងឆាប់រហ័ស។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001629915

[Request certificate](#)

[New search](#)

Summary for: GOLF BLUES, LLC

The exact name of the Domestic Limited Liability Company (LLC): GOLF BLUES, LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001629915		
Date of Organization in Massachusetts: 01-12-2023		Date of Revival:
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address):		
Address: 145 ISLAND STREET		
City or town, State, Zip code, STOUGHTON, MA 02072 USA		
Country:		
The name and address of the Resident Agent:		
Name: ALEXANDER A. WILL		
Address: 145 ISLAND STREET		
City or town, State, Zip code, STOUGHTON, MA 02072 USA		
Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	ALEXANDER A WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
MANAGER	CARY D WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
MANAGER	ALEXIS DUNN	145 ISLAND STREET STOUGHTON, MA 02072 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		

Title	Individual name	Address
REAL PROPERTY	ALEXANDER A WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
REAL PROPERTY	CARY D WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
REAL PROPERTY	ALEXIS DUNN	145 ISLAND STREET STOUGHTON, MA 02072 USA USA

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

View filings for this business entity:

- ALL FILINGS ▲
- Annual Report ▬
- Annual Report - Professional ▬
- Articles of Entity Conversion ▼
- Certificate of Amendment ▼
- Certificate of Consolidation ▼

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

**OPERATING AGREEMENT
OF
GOLF BLUES, LLC**

This Operating Agreement (this “Agreement”) is effective as of January 12, 2023 (the “Effective Date”), by and among Golf Blues, LLC, a Massachusetts limited liability company (the “Company”), Alexander A. Will, individually, Cary D. Will, individually, each as a Manager of the Company (in such capacity, each a “Manager” and together, the “Managers”), and A. A. Will Corp., a Massachusetts corporation, as the Member of the Company (the “Member”).

1. Resident Agent Office Address. The address of the Company's registered office in the Commonwealth of Massachusetts is 145 Island Street, Stoughton, MA 02072. The name of the Company's resident agent at such address is Alexander A. Will.

2. Interests. The Member's interests in the capital and profits of the Company are as follows:

A. A. Will Corp. 100%

3. Management. The Company shall be managed by the Managers. The Managers of the Company shall be Alexander A. Will and Cary D. Will. Any document executed by a Manager while acting in the name and on behalf of the Company in such capacity within the scope of such Manager's authority, shall be deemed to be the action of the Company vis-à-vis any third parties (including any Member as a third party for such purpose).

4. Liability for Certain Actions. To the extent permitted by Massachusetts law, neither the Member nor the Managers shall be liable to the Company for failure to perform in accordance with, or to comply with the terms and conditions of, this Agreement or for any other reason.

5. Other Provisions. In all other respects, the business and affairs of the Company shall be governed by the applicable provisions of the Massachusetts Limited Liability Company Act.

6. Entire Agreement. This Agreement sets forth the entire agreement of the parties and may be amended only in writing.

7. Binding Effect. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member, and the Member's personal representatives, successors and permitted assigns.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the Effective Date.

COMPANY: GOLF BLUES, LLC

By: Alexander A. Will

Name: Alexander A. Will

Title: Manager

By: Cary D. Will

Name: Cary D. Will

Title: Manager

MEMBER: A. A. WILL CORP.

By: Alexander A. Will

Name: Alexander A. Will

Title: President

MANAGERS: Alexander A. Will
Alexander A. Will, individually

Cary D. Will
Cary D. Will, individually

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____ Applied for. _____

(1) The exact name of the limited liability company:

_____ **Golf Blues, LLC** _____

(2) The street address of the office in the commonwealth at which its records will be maintained:

_____ **145 Island Street, Stoughton, MA 02072** _____

(3) The general character of the business:

The general character of the business of Golf Blues, LLC is (a) investment and management of assets, and (b) to engage in any lawful act or activity under the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts General Laws, §§ 1, et. seq.

(4) Latest date of dissolution, if specified: _____ **Perpetual** _____

(5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Alexander A. Will

145 Island Street, Stoughton, MA 02072

(6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Alexander A. Will

145 Island Street, Stoughton, MA 02072

Cary D. Will

145 Island Street, Stoughton, MA 02072

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Alexander A. Will

145 Island Street, Stoughton, MA 02072

Cary D. Will

145 Island Street, Stoughton, MA 02072

- (9) Additional matters:

Signed by (by at least one authorized signatory):

X Alexander A. Will

Alexander A. Will, a Manager

Consent of resident agent:

I

Alexander A. Will

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

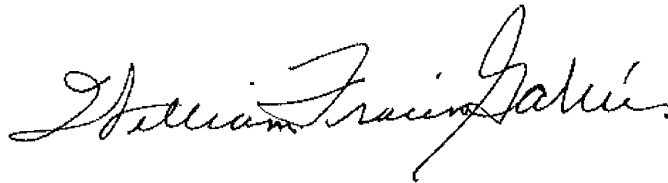
*or attach resident agent's consent hereto.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

January 12, 2023 11:34 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Amendment

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number: 001629915

1.a. Exact name of the limited liability company: GOLF BLUES, LLC

Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

GOLF BLUES, LLC

1.c. The date of filing of the original certificate of organization:

01/12/2023

2. Address in the Commonwealth where the records will be maintained:

Number and street: 145 ISLAND STREET

Address 2:

City or town: STOUGHTON State: MA Zip code: 02072

Country: UNITED STATES

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. Name and address of the Resident Agent:

Agent name: ALEXANDER A. WILL

Number and street: 145 ISLAND STREET

Address 2:

City or town: STOUGHTON State: MA Zip code: 02072

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	ALEXANDER A WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
MANAGER	CARY D WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
MANAGER	ALEXIS DUNN	145 ISLAND STREET STOUGHTON, MA 02072 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	ALEXANDER A WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
REAL PROPERTY	CARY D WILL	145 ISLAND STREET STOUGHTON, MA 02072 USA
REAL PROPERTY	ALEXIS DUNN	145 ISLAND STREET STOUGHTON, MA 02072 USA

9. Additional matters:

10. State the amendments to the certificate:

ALEXIS DUNN IS ADDED AS A MANAGER OF THE COMPANY, AS AN INDIVIDUAL AUTHORIZED TO EXECUTE DOCUMENTS TO FILED WITH THE CORPORATIONS DIVISION AND AS AN INDIVIDUAL AUTHORIZED TO EXECUTE RECORDABLE INSTRUMENTS.

11. The amended certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of January, 2024,

ALEXIS DUNN

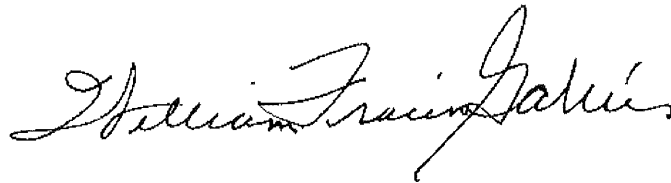
, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

January 26, 2024 04:41 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIQUOR LICENSE PLEDGE AND SECURITY AGREEMENT

December 10, 2007

Lebaron Operating Company, LLC, a Massachusetts limited liability company, the debtor hereunder (hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby pledges and grants a continuing security interest in all of Debtor's right, title, and interest in and to any liquor license now or hereafter issued by the Town of Lakeville, Massachusetts in its name or for its benefit, and all modifications, renewals and extensions thereof and any other licenses granted by any entity, including without limitation, the All Alcohol license bearing license number 058400022 (the "License") to South Shore Savings Bank, 1530 Main Street, South Weymouth, Massachusetts, the secured party hereunder (hereinafter called the "Bank").

The pledge and security interest granted hereby is to secure payment and performance of all of the joint and several debts, liabilities and obligations of Debtor and Assawompsett Golf Company, LLC (the "Borrower") to the Bank hereunder and also any and all other joint and several debts, liabilities and obligations of Debtor and the Borrower to Bank of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limiting the generality of the foregoing, any debt, liability or obligation of Debtor and Borrower to others, which Bank may have obtained by assignment or otherwise, and all interest, fees, charges and expense, and any extensions, renewals, modifications thereof and any substitutions therefore (all hereinafter called "Obligations").

The pledge and security interest granted hereby is subject to the approvals of each of the Liquor Licensing Board of the Town of Lakeville, Massachusetts (the "Board") and the Commonwealth of Massachusetts Alcoholic Beverage Control Commission (the "ABCC") and shall be effective upon the granting of such approvals without further action or notice by any party.

DEBTOR'S PLACES OF BUSINESS. Debtor warrants that Debtor has no places of business other than that shown at the end of this Agreement. Debtor will promptly notify Bank in writing of any change in the location of such place of business or the establishment of any new place of business.

FINANCING STATEMENTS AND APPLICATIONS. The Debtor hereby irrevocably authorizes the Bank at any time and from time to time to file, wherever such filing is deemed by the Bank to be necessary or desirable, any initial financing statements and amendments thereto, indicating all or any part of the License and containing any other information required by applicable law or deemed necessary or desirable by the Bank for the sufficiency or filing office acceptance of any financing statement or amendment. The Debtor agrees to furnish all such information to the Bank

promptly upon request, and agrees to execute any documents, applications or notices appropriate under applicable law as may be reasonably requested by the Bank, in form reasonably satisfactory to Bank. The Debtor also ratifies its authorization for the Bank to have filed any initial financing statements or amendments thereto if filed prior to the date hereof. The Debtor hereby agrees to pay the cost of all such filings. Without limiting the generality of the foregoing, Debtor covenants and agrees to file with the Board and the ABCC, all appropriate applications (together with required fees) to obtain the approval of the pledge and security agreement granted hereby and the loans and obligations secured hereby from said Board and ABCC, and to diligently pursue such approvals. Debtor will not change its name, identity or corporate structure without giving Bank prior written notice thereof and in connection with any such change execute and deliver, or cause to be executed and delivered, to the Bank all such additional pledge and security agreements, financing statements and other documents as the Bank shall reasonably require. This provision shall not be deemed to constitute consent to any change of identity or corporate structure otherwise prohibited in any agreement between Debtor and Bank. Bank may file, as a financing statement, a carbon, photographic or other reproduction of a financing statement or of this Agreement.

FURTHER AGREEMENTS OF DEBTOR. Debtor, during the term of this Agreement, will not create or permit to exist any lien, encumbrance, pledge or security interest of any kind covering the License other than for the benefit of Bank.

Debtor will comply with all laws, rules, regulations and orders of the Board and the ABCC and will take all action to maintain the License in full force and good standing.

Debtor will maintain its limited liability company existence in good standing and comply with all laws and regulations of the United States or of any state or states thereof or of any political subdivision thereof, or of any governmental authority which may be applicable to it or to the License or to its business.

Debtor will promptly pay when due all fees, taxes and assessments upon the License or for its use or operation or upon this Security Agreement, or upon any note or notes evidencing the Obligations, and will, at the request of Bank, promptly furnish Bank the receipted bills therefor. At its option, Bank may pay fees and discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the License. Debtor agrees to reimburse Bank on demand for any payments made, or any reasonable expenses incurred by Bank pursuant to the foregoing authorization, and upon failure of Debtor so to reimburse Bank, any such sums paid or advanced by Bank shall be deemed secured by the License and constitute part of the Obligations.

Debtor agrees to provide to Bank certified copies of any agreements, covenants, restrictions, permits, orders, approvals, notices, returns and other correspondence of

any type or nature relating to the License between the Debtor and the Board; the ABCC; or the Commonwealth of Massachusetts, the Town of Lakeville, or any agency or authority of either.

Debtor covenants and agrees that it will not alter, amend, or cancel the License nor permit or consent that the same may be altered, amended, canceled, or revoked without the prior written consent of Bank which consent shall not be unreasonably withheld or delayed. Debtor further covenants that it will faithfully observe and perform all of its obligations, duties, and agreements under the License. Debtor represents that the license specifically identified in the first paragraph hereof is in full force and there has been no prior assignment thereof.

DEBTOR'S POSSESSION. Notwithstanding anything to the contrary herein contained, Debtor shall be entitled to possession of the License and the benefits and responsibilities thereunder unless and until there shall be a default hereunder or in the Obligations but upon any such default whatsoever and upon notice thereof given by Bank to Debtor, the License shall thereafter be held by Bank, and Bank shall have the right, but not the obligation, to exercise all of the rights, privileges, and covenants of Debtor under the License until further notice or release.

BANK'S NONASSUMPTION OF RESPONSIBILITIES. Nothing herein contained shall be construed to bind Bank to the performance of any of the covenants or agreements of the Debtor to the Board, the ABCC, or any other government authority under or relating to the License or any modification or extension thereof, or to otherwise impose any obligation on Bank to Debtor or the Board, the ABCC, any other governmental authority or any other person.

EVENTS OF DEFAULT; CERTAIN RIGHTS OF THE BANK. In addition to and not in limitation of any and all other rights of Bank hereunder or under applicable law, Debtor shall be in default hereunder upon the occurrence of any of the following events:

- (i) failure to make any payment or performance of any of the Obligations;
- (ii) default in the performance of any covenant or agreement contained herein;
- (iii) default by any guarantor of any of the Obligations in respect to any liability of such guarantor to the Bank;
- (iv) any representation, warranty or statement contained herein or in any certificate, report or document furnished by the Debtor or Borrower to the Bank proves not to have been true and complete as of the time it was made or furnished;

(v) any event which results in the acceleration of the maturity of indebtedness of the Debtor or Borrower to others under any indenture, agreement or undertaking;

(vi) the assertion of any adverse claim with respect to the License;

(vii) the occurrence of any of the following by, against or with respect to the Debtor, Borrower, or any endorser, guarantor or surety for any of the Obligations: dissolution, termination of existence, death or insolvency; or appointment of a receiver of any property of substantial value; or a common law assignment or trust mortgage for the benefit of creditors; or the filing of a petition in bankruptcy or the commencement of any proceedings under any bankruptcy or insolvency laws or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; provided, however, in the case of the filing of an involuntary petition in bankruptcy or the commencement of any such proceedings against the Debtor or Borrower, the Debtor or Borrower, as the case may be, shall have thirty (30) days from the date of such filing or the commencement of such proceedings to dismiss such proceedings.

Upon the occurrence of any of such events of default, and at any time or times thereafter, Bank shall have power and authority to sell, reassign, or otherwise dispose of the License. Such sale or other disposition, subject to any requirements of applicable law, may be by public or private proceedings and may be by way of one or more contracts, at such time and place, by such method, in such manner and on such terms as Bank may determine. Except as required by applicable law, such sale or other disposition may be made without advertisement or any notice to the Debtor or to any other person. Where reasonable notification of the time or place of such sale or other disposition is so required, such requirement shall be met if such notice is mailed, postage prepaid, at least ten days before the time of such sale or other disposition to each person entitled thereto at each such person's last address known to Bank. Bank may buy at any public sale. After deducting all costs and expenses of collection and sale or other disposition (including legal costs and reasonable attorneys' fees) and all other charges against the License, the residue of the proceeds of any such sale or disposition shall be applied to the payment of any and all obligations, in such order of preference as the Bank may determine, proper allowance for interest on Obligations not then due being made, and, unless otherwise provided by law, any surplus shall be returned to Debtor. Debtor shall remain liable for any deficiency.

TERM OF AGREEMENT. The term of this Agreement shall commence with the date hereof and continue in full force and effect and be binding upon the Debtor until all Obligations of Debtor and Borrower to Bank shall have been fully paid and satisfied.

MISCELLANEOUS. No delay or omission on the part of Bank in exercising any

rights shall operate as a waiver of such right or any other right. Waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All Bank's rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

Debtor agrees to pay on demand all costs and expenses, including attorney's fees, incurred or paid by Bank in connection with this Agreement, including the obtaining of approvals of the Board and the ABCC and the enforcing of this Agreement.

The laws of Massachusetts shall govern the construction of this Agreement and the rights and duties of the parties hereto. Signed, sealed and delivered on the day and year first above written.

LEBARON OPERATING COMPANY, LLC

By: 

Its Manager

BUSINESS ADDRESS:

c/o Lebaron Hills Country Club
183 Rhode Island Road
Lakeville, Massachusetts 02347

DEC. 10. 2007 3:46PM

CRAIG & MACAULEY

NO. 609 P. 2/2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Christopher J. Currier, Esquire (617) 367-9500	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Christopher J. Currier, Esquire Craig and Macauley Professional Corporation Federal Reserve Plaza 600 Atlantic Avenue Boston, Massachusetts 02210 email: currier@craigmacauley.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LeBaron Operating Company, LLC					
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o LeBaron Hills Country Club, 183 Road Island Road		CITY Lakeville	STATE MA	POSTAL CODE 02347	COUNTRY USA
1d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability co.	1f. JURISDICTION OF ORGANIZATION Massachusetts	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME South Shore Savings Bank					
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1530 Main Street		CITY South Weymouth	STATE MA	POSTAL CODE 02190	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to any liquor license now or hereafter issued by the Town of Lakeville, Massachusetts in its name or for its benefit, and all modifications, renewals and extensions thereof and any other licenses granted by any entity, including without limitation, the All Alcohol license bearing License No. 058400022.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. UCC-1 TO REQUEST SEARCH REPORT (S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 4425-101						

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Cynthia M. John, Paralegal 508-929-1603

B. E-MAIL CONTACT AT SUBMITTER (optional)
cjohn@mirickoconnell.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Paul W. Carey, Esq.
 Mirick O'Connell
 100 Front Street, Worcester, MA 01608**

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
201300974660

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13.

2. TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to the security interest(s) of Secured Part(y)(ies) authorizing this Termination Statement

3. ASSIGNMENT: Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
 For partial assignment, complete Items 7 and 9, check ASSIGN Collateral box in Item 8 and describe the affected collateral in Item 8

4. CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
 Check one of these two boxes:
 This Change affects Debtor or Secured Party of record
 AND Check one of these three boxes to:
 CHANGE name and/or address: Complete Item 8a or 8b; and Item 7a or 7b and Item 7c
 ADD name: Complete item 7a or 7b, and Item 7c
 DELETE name: Give record name to be deleted in Item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR

8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Golf Blues, LLC

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

145 Island Street	CITY Stoughton	STATE MA	POSTAL CODE 02072	COUNTRY USA
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8. COLLATERAL CHANGE: Check only one box:
 ADD collateral DELETE collateral RESTATE covered collateral ASSIGN* collateral
 Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
South Shore Bank

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filed with the Commonwealth of Massachusetts

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Cynthia M. John, Paralegal 508-929-1603

B. E-MAIL CONTACT AT SUBMITTER (optional)
cjohn@mirickoconnell.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Paul W. Carey, Esq.
 Mirick O'Connell
 100 Front Street, Worcester, MA 01608**

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
201300974930

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(ies) authorizing this Termination Statement

3. ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in Item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
 Check one of these two boxes:
 This Change affects Debtor or Secured Party of record
 AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Golf Blues, LLC

OR

7b. INDIVIDUAL'S SURNAME
 INDIVIDUAL'S FIRST PERSONAL NAME
 INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
145 Island Street Stoughton MA 02072 USA

8. COLLATERAL CHANGE: Check only one box:
 ADD collateral DELETE collateral RESTATE covered collateral ASSIGN* collateral
 Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
South Shore Bank

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filed with the Commonwealth of Massachusetts

BILL OF SALE AND ASSIGNMENT OF LOAN DOCUMENTS

This Bill of Sale and Assignment of Loan Documents (this "Assignment") is made as of the 10th day of February, 2023 by and between South Shore Bank (f/k/a South Shore Savings Bank), having an address at of 1530 Main Street, South Weymouth, Massachusetts 02190 ("Assignor" or "Lender") and Golf Blues, LLC., a Massachusetts limited liability company, having an address of 145 Island Street, Stoughton, Massachusetts 02072 ("Assignee").

I. Assignment of Loan. In connection with a certain Loan Assignment Agreement (the "Loan Assignment") of even date herewith between Assignor and Assignee, for good and valuable consideration received and subject to the limitations set forth herein, Assignor hereby sells, assigns and conveys to Assignee all its rights, title and interest in and to the Loan Documents as set forth on and as such term is defined in the Schedule A attached hereto and made a part hereof in connection with the existing Loan from the Assignor to Assawompsett Golf Company, LLC, a Massachusetts limited liability company having an address at 183 Rhode Island Road, Lakeville, Massachusetts 02347 ("Assawompsett"), Francis A. Will, an individual having an address of 1031 Brush Hill Road, Milton, Massachusetts 02186, and Alexander A. Will, an individual having an address of 106 Forbes Road, Milton, Massachusetts 02188 (collectively, the "Borrower").

II. Representations and Warranties. Assignor's Representations and Warranties set forth in Section 4 of the Loan Assignment are all hereby restated and are in full force and effect as of the date hereof; otherwise, the foregoing assignment is made without recourse or representations or warranties of any kind.

III. Cooperation. Assignor agrees to execute any additional documents or instruments necessary, and to otherwise reasonably cooperate with Assignee, to effectuate the assignments contained herein.

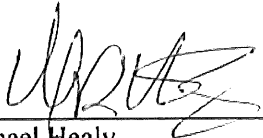
IV. Counterparts. This Assignment may be executed in more than one counterpart, provided however, that each and every counterpart shall be considered one and the same agreement. Signatures of any party transmitted by facsimile or electronic mail (including, without limitation, electronic mailing of a scanned counterpart in portable document format or "PDF" shall be treated as and deemed to be original signatures for all purposes and will have the same binding effect as if they were original, signed instruments delivered in person.

[Signatures on following page 2]

EXECUTED as an instrument under seal as of date first set forth above.

ASSIGNOR:

SOUTH SHORE BANK

By: 
Name: Michael Healy
Title: Senior Vice President

ASSIGNEE:

GOLF BLUES, LLC

By: _____
Name:
Title:

EXECUTED as an instrument under seal as of date first set forth above.

ASSIGNOR:

SOUTH SHORE BANK

By: _____
Name: Michael Healy
Title: Senior Vice President

ASSIGNEE:

GOLF BLUES, LLC

By: Alexander Oliver
Name: Alexander Oliver
Title: Manager

SCHEDULE A

Assignor has assigned the following documents to Assignee:


1. a certain Construction Loan Agreement dated October 6, 2000, by and between Borrower and Lender, as amended by that certain Amendment to Construction Loan Agreement, dated March 25, 2002, as amended by that certain Second Amendment to Construction Loan Agreement, dated April 17, 2002, as amended by that certain Third Amendment to Construction Loan Agreement, dated September 26, 2002, as amended by that certain Fourth Amendment to Construction Loan Agreement, dated October 23, 2002, as amended by that certain Fifth Amendment to Construction Loan Agreement, dated December 10, 2007, as amended by that certain Sixth Amendment to Construction Loan Agreement, dated January 16, 2013, and as further amended by that certain Loan Modification Agreement, dated February 10, 2020 (as amended, the "Loan Agreement");
2. a certain Promissory Note dated December 10, 2007, executed by Borrower, in the maximum principal amount of Six Million Three Hundred Sixty-Nine Thousand One Hundred Ten and 98/100 Dollars (\$6,369,110.98), payable to the order of Lender, as amended by that certain Promissory Note Modification Agreement, dated December 12, 2007, as amended by that certain Promissory Note Modification Agreement, dated August 2, 2011, as amended by that certain Promissory Note Modification Agreement, dated January 16, 2013, as amended by that certain Promissory Note Modification Agreement, dated March 7, 2018, and as further amended by that certain Allonge to and Amendment to Promissory Note or other Evidence of Indebtedness, dated February 10, 2020 (as amended, the "Note");
3. a certain Mortgage, Security Agreement and Assignment dated October 6, 2000, by Assawompsett in favor of the Lender, recorded at the Plymouth County Registry of Deeds (the "Plymouth Registry") in Book 18954, Page 212, and at the Bristol North County Registry of Deeds (the "Bristol Registry") in Book 9009, Page 77, as amended by a certain Amendment of Mortgage, Security Agreement and Assignment dated April 17, 2002, recorded with the Plymouth Registry in Book 21927, Page 126 and with the Bristol Registry in Book 10477, Page 48, as amended by a certain Second Amendment of Mortgage, Security Agreement and Assignment dated October 23, 2002, recorded with the Plymouth Registry in Book 23250, Page 347 and with the Bristol Registry in Book 11139, Page 281, as amended by a certain Amendment and Confirmation of Mortgage, Security Agreement and Assignment and Collateral Assignment of Leases and Rents dated December 10, 2007, recorded with the Plymouth Registry in Book 35386, Page 86 and with the Bristol Registry in Book 17211, Page 125, as amended by a certain Amendment and Confirmation of Mortgage, Security Agreement and Assignment and Collateral Assignment of Leases and Rents dated August 2, 2011, recorded with the Plymouth Registry in Book 40214, Page 2 and with the Bristol Registry in Book 19578, Page 152, as amended by a certain Amendment and Confirmation of Mortgage, Security Agreement and Assignment and Collateral Assignment of Leases and Rents dated January 16, 2013, recorded with the Plymouth Registry in Book 42563, Page 255 and with the Bristol Registry in Book 20778, Page 129, and as further amended by a certain Assignment of Mortgage, Security Agreement and Assignment of even date herewith, to be recorded with the Plymouth Registry and with the Bristol Registry (as amended, the "Mortgage");
4. a certain Collateral Assignment of Leases and Rents October 6, 2000, by Assawompsett in favor of the Lender, recorded at the Plymouth Registry in Book 18954, Page 237, and at the Bristol

Registry in Book 9009, Page 102, as amended by a certain Amendment and Confirmation of Mortgage, Security Agreement and Assignment and Collateral Assignment of Leases and Rents dated December 10, 2007, recorded with the Plymouth Registry in Book 35386, Page 86 and with the Bristol Registry in Book 17211, Page 125, as amended by a certain Amendment and Confirmation of Mortgage, Security Agreement and Assignment and Collateral Assignment of Leases and Rents dated August 2, 2011, recorded with the Plymouth Registry in Book 40214, Page 2 and with the Bristol Registry in Book 19578, Page 152, as amended by a certain Amendment and Confirmation of Mortgage, Security Agreement and Assignment and Collateral Assignment of Leases and Rents dated January 16, 2013, recorded with the Plymouth Registry in Book 42563, Page 255 and with the Bristol Registry in Book 20778, Page 129, and as further amended by a certain Assignment of Collateral Assignment of Leases and Rents of even date herewith, to be recorded with the Plymouth Registry and with the Bristol Registry (as amended, the "Assignment of Leases");

5. a certain Security Agreement (All Assets) dated as of December 10, 2007 by Assawompsett in favor of Lender (the "Borrower Security Agreement");

6. a certain Unlimited Guaranty dated as of February 10, 2020 by Lebaron Operating Company, LLC, a Massachusetts limited liability company, having an address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (the "Guarantor"), in favor of Lender (the "Guaranty");

7. a certain Security Agreement (All Assets) dated as of December 10, 2007 by the Guarantor in favor of Lender (the "Guarantor Security Agreement");

 8. a certain Liquor License Pledge and Security Agreement dated as of December 10, 2007 by the Guarantor in favor of Lender (the "Liquor License Agreement");

9. a certain Subordination of Mortgage dated as of December 10, 2007 by Michael Hansen and recorded in the Plymouth Registry in Book 35386, Page 94 (the "Hansen Subordination");

10. certain Subordination of Mortgage Agreements executed by Alexander A. Will and recorded in the Plymouth Registry in Book 35386, Page 95, Book 40214, Page 8, and Book 42563, Page 260 (the "A. Will Subordinations");

11. certain Subordination of Mortgage Agreements executed by Francis W. Will and recorded in the Plymouth Registry in Book 35386, Page 96, Book 40214, Page 9, and Book 42563, Page 262 (the "F. Will Subordinations"); and

12. certain Subordination of Mortgage Agreements executed by D. Charles Dickow and recorded in the Plymouth Registry in Book 35386, Page 97, Book 40214, Page 7, and Book 42563, Page 264 (the "Dickow Subordinations").

The Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Borrower Security Agreement, the Guaranty, the Guarantor Security Agreement, the Liquor License Agreement, the Hansen Subordination, the A. Will Subordinations, the F. Will Subordinations, the Dickow Subordinations and all other loan documents executed in connection therewith are sometimes referred to collectively as the "Loan Documents". The obligations evidenced by the Loan Documents are sometimes collectively referred to herein as the "Loan".

*** Electronic Recording ***
Doc# 00001147
Bk: 28714 Pg: 320 Page: 1 of 6
Recorded: 01/11/2024 03:43 PM
ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

MASSACHUSETTS EXCISE TAX
Bristol County ND ROD 001
Date: 01/11/2024 03:43 PM
Ctrl#
Fee: \$.00 Cons: \$.00

*** Electronic Recording ***
Doc#: 00002098
Bk: 58594 Pg: 227 Page: 1 of 6
Recorded: 01/11/2024 12:03 PM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

MASSACHUSETTS EXCISE TAX
Plymouth District ROD #11 001
Date: 01/11/2024 12:03 PM
Ctrl# 170290 23081
Fee: \$20,976.00 Cons: \$4,600,000.00

This space reserved for Recorder's use only

FORECLOSURE DEED

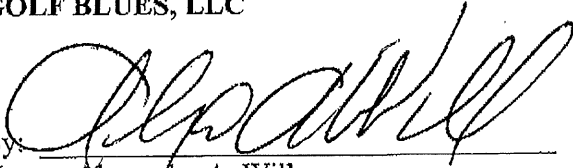
GOLF BLUES, LLC, a Massachusetts limited liability company with a mailing address of 145 Island Street, Stoughton, Massachusetts 02072, the current holder of a Mortgage, Security Agreement and Assignment from **ASSAWOMPSETT GOLF COMPANY, LLC**, a Massachusetts limited liability company with a mailing address of 183 Rhode Island Road, Lakeville, Massachusetts 02347, dated October 6, 2000, and recorded with the Plymouth County Registry of Deeds (the "**PROD**") in Book 18954, Page 212, as amended, and with the Bristol Northern District Registry of Deeds (the "**BROD**") in Book 9009, Page 77, as amended; as affected by an Assignment of Mortgage, Security Agreement and Assignment to Golf Blues, LLC recorded with the PROD in Book 57666, Page 154, and the BROD in Book 28290, Page 218 (collectively, the "**Mortgage**"), by the power conferred by said Mortgage, and every other power, for consideration of **FOUR MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,600,000.00)** paid, grants to **GOLF BLUES, LLC**, a Massachusetts limited liability company with a mailing address of 145 Island Street, Stoughton, Massachusetts 02072, the premises conveyed by said Mortgage known as 183 Rhode Island Road, Lakeville and Taunton, Massachusetts, and more particularly described on Schedule "A" attached hereto.

[SIGNATURE PAGE FOLLOWS]

Property Address: 183 Rhode Island Road, Lakeville and Taunton, Massachusetts

Executed as an instrument under seal this 7 day of December, 2023.

GOLF BLUES, LLC

By: 

Name: Alexander A. Will

Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

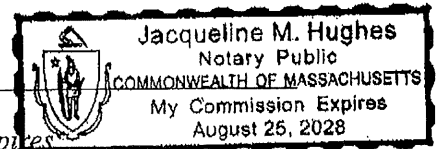
On this 7 day of December, 2023, before me, the undersigned notary public, Alexander A. Will, Manager of Golf Blues, LLC, personally appeared, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of Golf Blues, LLC



Notary Public

Printed Name:

My Commission Expires



[Seal]

SCHEDULE A

Legal Description

The land, with all buildings and improvements thereon, if any, located in Lakeville; Plymouth County, Massachusetts and Taunton, Bristol County, Massachusetts being shown as Lot 1 on a plan entitled "Plan of Land Rhode Island Road Lakeville, Massachusetts," Owner A.A. Will Materials Corp. Date 11/1/99, Scale 1" = 160', Job No. 97-136 by Mount Hope Engineering, Inc., which plan is recorded with Plymouth Registry of Deeds as Plan No. 56 of 2000 in Plan Book 43, Page 111, and with Bristol North Registry of Deeds herewith, containing 161.57 acres of land, more or less, according to said plan.

Together with all right, title and interest in Harrison Avenue, as shown on said plan, as Harrison Avenue was affected by a discontinuance voted by the Lakeville Town Meeting at their Annual Meeting on June 5, 2000, Article No. 37.

Together with the exclusive right and easement, as described in a deed dated August 25, 2000 from A.A. Will Materials Corp. and Francis Will, Trustee of Area Realty Trust II to Assawompsett Golf Company, LLC recorded at the Plymouth Registry of Deeds and Bristol North Registry of Deeds immediately prior hereto, to use that portion of Lot 2 as described in said deed, to grade, regrade, construct, install, repair, replace, modify and use said area as part of LeBaron Hills golf course currently under construction on adjacent Lot 1 including, without limitation, the right to install, repair, replace, modify and use irrigation systems and fences, to landscape said area, to use fertilizer and pesticides in said area and to otherwise use said area for all purposes necessary for said golf course.

AFFIDAVIT

I, Alexander A. Will, Manager of Golf Blues, LLC, named in the foregoing deed, make oath and say that:

1. The principal and interest obligations in the Mortgage given by Assawompssett Golf Company, LLC to South Shore Savings Bank, dated October 6, 2000 and recorded with the Plymouth County Registry of Deeds (the "**PROD**") in Book 18954, Page 212, as amended, and with the Bristol Northern District Registry of Deeds (the "**BROD**") in Book 9009, Page 77, as amended; as affected by an Assignment of Mortgage, Security Agreement and Assignment to Golf Blues, LLC recorded with the PROD in Book 57666, Page 154, and the BROD in Book 28290, Page 218, were not paid or tendered, or performed when due prior to the sale;

2. I caused to be published on November 13, 2023, November 20, 2023, and November 27, 2023, in the Taunton Daily Gazette, a newspaper published or by its title page purporting to be published in Lakeville and Taunton, Massachusetts and having a circulation in Lakeville and Taunton, a notice of which the following is a true copy (see attached Exhibit A-Legal Advertisement);

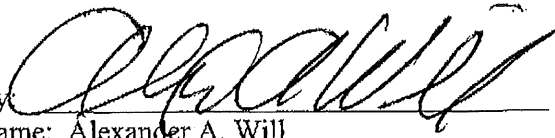
3. A copy of said notice pursuant to M.G.L. c. 244, §14, as amended, was sent by certified mail more than fourteen (14) days prior to the date of sale to the owner of record of the equity of redemption as of thirty (30) days prior to the date of sale, and to all of the persons holding an interest of record in the property junior to the Mortgage as of thirty (30) days prior to the date of sale; each of said notices being sent to the last address known to the mortgagee; and

4. Pursuant to said notice at the time and place therein appointed, I sold 183 Rhode Island Road, Lakeville and Taunton, Massachusetts at public auction by Samantha Saperstein, a licensed auctioneer of Paul E. Saperstein Company, Inc., to Golf Blues, LLC for Four Million Six Hundred Thousand and 00/100 Dollars (\$4,600,000.00), bid by Golf Blues, LLC, being the highest bid made therefor at said auction.

[SIGNATURE FOLLOWS ON NEXT PAGE]

Signed under the pains and penalties of perjury this 7 day of December, 2023.

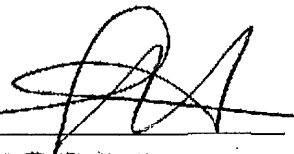
GOLF BLUES, LLC

By: 
Name: Alexander A. Will
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

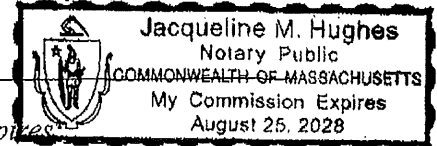
On this 7 day of December, 2023, before me, the undersigned notary public, Alexander A. Will, Manager of Golf Blues, LLC, personally appeared, proved to me through satisfactory evidence of identification, which was personally known, to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



Notary Public

Printed Name: _____

My Commission Expires _____



[Seal]

Exhibit A

Public Notices

Public Notices

**LEGAL NOTICE
MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE
AND SECURED PARTY NOTIFICATION OF DISPO-
SITION OF PERSONAL PROPERTY**

By virtue of the execution of the power of sale contained in a certain Mortgage, Security Agreement and Assignment from Assowampsett Golf Company, LLC (the "Mortgage") to South Shore Savings Bank dated October 6, 2000 and recorded with the Plymouth County Registry of Deeds (the "PROD") in Book 18954, Page 312 and with the Bristol Northern District Registry of Deeds (the "BROD") in Book 4009, Page 77, as affected by an Amendment recorded with the PROD in Book 21927, Page 126 and with the BROD in Book 10477, Page 48; as affected by a Second Amendment recorded with the PROD in Book 22250, Page 347 and the BROD in Book 11139, Page 281; as affected by those certain Amendments and Confirmations recorded with the PROD in Book 35386, Page 96, Book 40214, Page 2 and Book 42363, Page 255 and the BROD in Book 17211, Page 125, Book 19578, Page 152 and Book 20778, Page 129; as further affected by an Assignment of Mortgage, Security Agreement and Assignment to Golf Blues, LLC recorded with the PROD in Book 57666, Page 154 and the BROD in Book 2820, Page 215 for property located at and known as 183 Rhode Island Road, Lakeville and Taunton, Massachusetts (the "Mortgage"), of which Mortgage the undersigned is the present holder (the "Lender"), and pursuant to the security interests and rights granted by the Mortgage to the Lender, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, the Lender will offer all of the real property described in said Mortgage located at 183 Rhode Island Road, Lakeville and Taunton, Massachusetts, further described on Exhibit A attached hereto and specifically incorporated herein by reference (the "Real Property") and, pursuant to a secured party public sale under Article 9 of the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, together with and not separately from the Real Property, all of the personal property in assets of the Mortgagor in which the Lender has been granted a security interest and as further described on Exhibit B (the "Personal Property" and together with the Real Property, collectively, the "Mortgaged Premises"), for sale together at public auction at 11:00 A.M. on Wednesday, December 6, 2023, at the Real Property.

Said sale shall be subject to:

- All outstanding real estate taxes, tax titles, tax liens, electricity, sewer and water charges, improvements, betterment assessments and other municipal liens and any pending proceedings for the enforcement of such liens;
- Any outstanding orders of the Department of Health, or any other municipal, state or federal agency;
- Any existing tenancy or other parties in possession;
- Rights, rights of way, easements, restrictions, covenants, tax takings, liens or claims in the nature of liens, attachments and mortgages of record having priority over the foreclosed Mortgage and the Lender's security interest in the Personal Property, if any;
- Rights, reservations, easements and conditions as recited in a deed dated August 25, 2000 and recorded with the PROD in Book 18954, Page 203 and the BROD in Book 9009, Page 73;
- Order of Conditions from the Lakeville Conservation Commission v. Assowampsett Golf Company dated February 4, 2000 and recorded with the PROD in Book 18954, Page 207 (DEP File# SE 192-271), as affected by Certificate of Compliance in Book 36977, Page 141;
- Agreement to Revoke Easement between A.A. Will Materials Corp. and Francis Will, Trustee of Area Realty Trust II and Assowampsett Golf Company, LLC dated October 11, 2001 and recorded with the PROD in Book 20692, Page 33 as shown on Plan Book 44, Page 1033;
- Easement to Verizon New England, Inc. dated December 19, 2001 and recorded with the PROD in Book 21304, Page 19;
- Order of Conditions from the Lakeville Conservation Commission vs. LeBaron Hills Country Club dated May 16, 2005 and recorded with the PROD in Book 30694, Page 239 (DEP File# SE 192-448);
- Agreement to Revoke Easement between Assowampsett Golf Company, LLC and Jonathan D. White and Gino Liang dated March 7, 2003 and recorded with the PROD in Book 42798, Page 339 (affects Lot 2E on Plan Book 44, Page 1033) (See Plan Book 57, Page 941);
- Access Easement from Lakeville Sand & Gravel Corporation to Francis Will, Trustee of Area Realty Trust II, dated January 19, 1989 and recorded with the PROD in Book 8947, Page 70, if affects locus;
- Rights and Easements as stated in Confirmation by the Commonwealth of Massachusetts Land Court to Lakeville Sand & Gravel Corporation dated March 7, 1991 and recorded with the PROD in Book 10161, Page 230;
- Agreement between Lakeville Sand & Gravel Corporation and Gerald J. Kelleher and Nemasket Cranberry Co., Inc. dated March 25, 1992 and recorded with the PROD in Book 5138, Page 46;
- Notice of Special Permit by the Town of Lakeville (Board of Appeals) to Lakeville Sand & Gravel Corporation dated February 7, 1983 and recorded with the PROD in Book 5331, Page 132 (for installation of additional screen in processing plant circuit);
- Easement to New England Telephone and Telegraph Company and Middleboro Gas and Electric Department dated May 14, 1983 and recorded with the PROD in Book 15177, Page 35, if affects locus;
- Right to of others in Harrison Avenue as recited in a deed dated January 5, 1982 and recoded in PROD in Book 5100, Page 61;
- Order of Conditions by the Lakeville Conservation Commission v. Nemasket Cranberry Co., Inc. dated June 5, 1992 and recorded with the PROD in Book 5161, Page 207 (File# 192-A), as affected by Partial Release in Book 17894, Page 16;
- Reservation of easements and obligations as recited in Release Deed recorded with the PROD in Book 6202, Page 331;

- Easement Deed to Middleborough Municipal Gas and Electric and New England Telephone and Telegraph Company dated August 19, 1988 and recorded with the PROD in Book 4661, Page 95, if affects locus;
- Terms and provisions of Special Permit by the Town of Lakeville (Board of Appeals) to Arcata Properties, LLC dated September 2, 1998 and recorded with the PROD in Book 16845, Page 49 (to develop an 18-hole golf course on a 155.4 acre parcel of land);
- Order of Conditions from the Lakeville Conservation Commission vs. Gene Barlett et als dated May 1, 1997 and recorded with the PROD in Book 15191, Page 208 (DEP File# SE 192-207), if affects locus;
- Order of Takings in Rhode Island Road by the Town of Lakeville dated October 21, 1941 and recorded with the PROD in Book 1816, Page 166;
- Order of Conditions from the Taunton Conservation Commission vs. Assowampsett Golf Company, LLC dated January 10, 2000 and recorded with the BROD in Book 8669, Page 188 (DEP File# SE 73-1396), as affected by Certificate of Compliance in Book 17437, Page 63;
- Order of Conditions from the Taunton Conservation Commission vs. A. A. Will Materials Corp., dated February 4, 1991 and recorded with the BROD in Book 4842, Page 291 (DEP File# SE 73-353), as affected by Certificate of Compliance in Book 17383, Page 336;
- Order of Conditions from the Taunton Conservation Commission vs. A. A. Will Materials Corp., dated August 29, 1994 and recorded with the BROD in Book 6306, Page 103 (DEP File# SE 73-899), as affected by Certificate of Compliance in Book 16540, Page 309;
- Declarative Restrictive Covenants by Frank Will, Trustee of Area Realty Trust II dated June 18, 1991 and recorded with the BROD in Book 4763, Page 56, as amended in Book 4789, Page 164, if still in force and effect;
- Rights of others in old Rhode Island Road;
- Provisions of M.G.L. c. 40, Section 54A restriction prohibiting issuance of building permits without approval of the Secretary of Executive Office of Transportation and Construction;
- Riparian rights in Ballins Brook; and
- Easements reserved in Book 2643, Page 229 and Book 1625, Page 278 as recited PROD in Book 3 147, Page 720

Terms of sale: A deposit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. An additional deposit of ten percent (10%) of the bid price by wire transfer will be required to be paid by the purchaser within five (5) business days after the sale date. The balance is to be paid by wire transfer at Mirick,

O'Connell, DeMollie & Lousoe, LLP, 1800 West Park Drive, Suite 400, Westborough, Massachusetts, 01581 within forty-five (45) days from the date of the sale (the "Closing Date"). The Lender may extend the Closing Date in the Lender's sole and absolute discretion upon the request of purchaser. A deed will be provided to the purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said Mortgage shall control. The Lender shall not be required to pay a deposit if the Lender is the high bidder.

Other terms, if any, to be announced at the sale. The Lender reserves the right to continue the sale from time to time by public announcement at the time and date of the original or any continued sale. If the highest bidder fails to complete the purchase of the Mortgaged Premises on the terms provided in this notice and in the Memorandum of Sale signed following the auction, the Lender reserves the right to convey the Mortgaged Premises to the second highest bidder at the auction. If the Lender exercises that right it will notify the second highest bidder who will then have three (3) days to deliver the deposit specified above to the Lender's attorney, Mirick, O'Connell, DeMollie & Lousoe, LLP, and to agree upon a date for delivery of the deed.

GOLF BLUES, LLC
By their Attorneys,
Mirick, O'Connell, DeMollie & Lousoe, LLP
1800 West Park Drive, Suite 400
Westborough, MA 01581

**Exhibit A
(Real Property)**

"The land, with all buildings and improvements thereon, if any, located in Lakeville, Plymouth County, Massachusetts and Taunton, Bristol County, Massachusetts being shown as Lot 1 on a plan entitled "Plan of Land Rhode Island Road Lakeville, Massachusetts," Owner A.A. Will Materials Corp. Date 11/1/99, Scale 1" = 160', Job No. 97-136 by Mount Hope Engineering, Inc. which plan is recorded with the Plymouth Registry of Deeds and Bristol North Registry of Deeds hereunder, containing 161.57 acres of land, more or less, according to said plan.

Together with all right, title and interest in Harrison Avenue, as shown on said plan, as Harrison Avenue was affected by a discontinuance voted by the Lakeville Town Meeting at their Annual Meeting on June 5, 2000, Article No. 37.

Together with the exclusive right and easement, as described in a deed dated August 25, 2000 from A.A. Will Materials Corp. and Francis Will, Trustee of Area Realty Trust II to Assowampsett Golf Company, LLC recorded at the Plymouth Registry of Deeds and Bristol North Registry of Deeds immediately prior hereto, to use that portion of Lot 2 as described in said deed, to grade, regrade, construct, install, repair, replace, modify and use said area as part of LeBaron Hills golf course currently under construction on adjacent Lot 3 including, without limitation, the right to install, repair, replace, modify and use irrigation systems and fences, to landscape said area, to use fertilizer and pesticides in said area and to otherwise use said area for all purposes necessary for said golf course."

**Exhibit B
(Personal Property)**

All personal and fixture property of every kind and nature, wherever located, including, without limitation, all goods (including inventory, equipment and any accessories thereto), documents, accounts, chattel paper (whether tangible or electronic), supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles including, without limitation, all patent, trademark, copyright, trade name, trade dress, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature including, without limitation, all software, writings, plans, specifications and schematics.

ADW92340
Taunton 11/73,11/20,11/27/2023

SECURED PARTY BILL OF SALE

THIS SECURED PARTY BILL OF SALE ("**Bill of Sale**") is made and given this 7th day of December 2023, by Golf Blues, LLC ("**Seller**"), to Golf Blues, LLC ("**Buyer**").

WITNESSETH:

WHEREAS, Seller has a security interest in property of LeBaron Operating Company, LLC ("**Debtor**") arising under the terms and conditions of certain loan arrangements (the "**Loan Documents**"), which property is described below (the "**Property**"):

All of the Debtor's tangible and intangible personal property and fixtures of every kind and description, including, without limitation, furniture and inventory, located at 183 Rhode Island Road, Lakeville, Massachusetts, 02347.

WHEREAS, the indebtedness secured by the Property is in default, which default has not been timely cured by Debtor;

WHEREAS, Seller served a Notice of Public Sale of Certain Assets dated November 13, 2023 upon Debtor, guarantors, secured parties, and other interested parties, and is otherwise free to foreclose upon and sell the Property pursuant to the Loan Documents and Section 9-101 et seq. of the Uniform Commercial Code; and

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Property pursuant to this Bill of Sale.

NOW, THEREFORE, in consideration of the foregoing premises and the payment of the Purchase Price (as defined below), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the Loan Documents and Section 9-617 of the Uniform Commercial Code, Seller hereby grants, conveys, sells, transfers, and assigns unto Buyer, and Buyer hereby accepts and receives, all of Seller's right, title and interest in and to the Property, upon and subject to the terms described herein.

Consideration and Manner of Payment. The total consideration to be paid by Buyer to Seller for the Property shall be One Hundred and 00/100 Dollars (\$100.00) (the "**Purchase Price**").

Closing Date. The sale of the Property shall close and the Purchase Price shall be paid in immediately available, good funds on the date of this Bill of Sale.

Release of Liens. Upon receipt of the Purchase Price, Seller acknowledges and agrees that any security interest in favor of Seller arising under the Loan Documents will be terminated, and Buyer's attorney shall be authorized to record evidence of such with the appropriate office(s).

Delivery of Possession. Buyer shall accept delivery of the Property at 183 Rhode Island Road, Lakeville, Massachusetts, 02347. Any and all storage charges and all transportation and shipping charges shall be borne by the Buyer.

Representations and Warranties. Buyer acknowledges and agrees that Buyer and Buyer's representatives have the experience and knowledge to evaluate the Property; that Buyer and Buyer's representatives have had access to the Property and to such information and documents relating to the Property as Buyer and Buyer's representatives have requested to see and/or review; and that, in determining to acquire the Property, Buyer has made its own investigation, and, based thereon, Buyer has made its own independent judgment concerning the Property.

No Other Representations or Warranties. THE SALE IS FINAL AND ON AN "AS IS" "WHERE IS" BASIS AND WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR AS TO THE CONDITION OF THE PROPERTY, OR THAT THE PURCHASE PRICE IS SUBJECT TO ADJUSTMENT BASED UPON THE CONDITION, QUALITY OR VALUE OF THE PROPERTY, AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING THE QUALITY OR CONDITION OF THE PROPERTY. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SALE, WHATSOEVER OR HOWSOEVER CAUSED.

Counterparts. This Bill of Sale may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. This Bill of Sale may be executed using facsimiles, electronic scans, or portable document formats (PDF) of signatures and a facsimile, electronic scan, or PDF of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Buyer and Seller.

Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed and delivered on the date first above written.

SELLER:

GOLF BLUES, LLC

By: *Alexander A. Will*

Name: Alexander A. Will

Title: Manager

AGREED AND ACCEPTED:

BUYER:

GOLF BLUES, LLC

By: *Alexander A. Will*

Name: Alexander A. Will

Title: Manager

Secretary of the Commonwealth of Massachusetts
 William Francis Galvin

Business Entity Summary

ID Number: 043458306

[Request certificate](#)

[New search](#)

Summary for: ASSAWOMPSETT GOLF COMPANY, LLC

The exact name of the Domestic Limited Liability Company (LLC): ASSAWOMPSETT GOLF COMPANY, LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 043458306		Old ID Number: 000719751
Date of Organization in Massachusetts: 08-31-2000		Date of Revival: 05-23-2018
Date of Involuntary Dissolution by Court Order or by the SOC: 06-30-2017		Last date certain: 12-31-2039
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 183 RHODE ISLAND RD. City or town, State, Zip code, LAKEVILLE, MA 02347 USA Country:		
The name and address of the Resident Agent: Name: FRANCIS A. WILL Address: 183 RHODE ISLAND RD. City or town, State, Zip code, LAKEVILLE, MA 02347 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		

Title	Individual name	Address
REAL PROPERTY	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA

Consent	Confidential Data	Merger Allowed	Manufacturing
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View filings for this business entity:

- ALL FILINGS
- Annual Report ▲
- Annual Report - Professional ▬
- Articles of Entity Conversion ▼
- Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

Secretary of the Commonwealth of Massachusetts
 William Francis Galvin

Business Entity Summary

ID Number: 043568477

[Request certificate](#)

[New search](#)

Summary for: LEBARON OPERATING COMPANY, LLC

The exact name of the Domestic Limited Liability Company (LLC): LEBARON OPERATING COMPANY, LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 043568477		Old ID Number: 000760474
Date of Organization in Massachusetts: 07-06-2001		Date of Revival: 02-28-2020
Date of Involuntary Dissolution by Court Order or by the SOC: 06-30-2016 Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 183 RHODE ISLAND RD. City or town, State, Zip code, LAKEVILLE, MA 02347 USA Country:		
The name and address of the Resident Agent: Name: FRANCIS A. WILL Address: 183 RHODE ISLAND RD. City or town, State, Zip code, LAKEVILLE, MA 02347 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		

Title	Individual name	Address
REAL PROPERTY	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA

Consent	Confidential Data	Merger Allowed	Manufacturing
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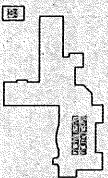
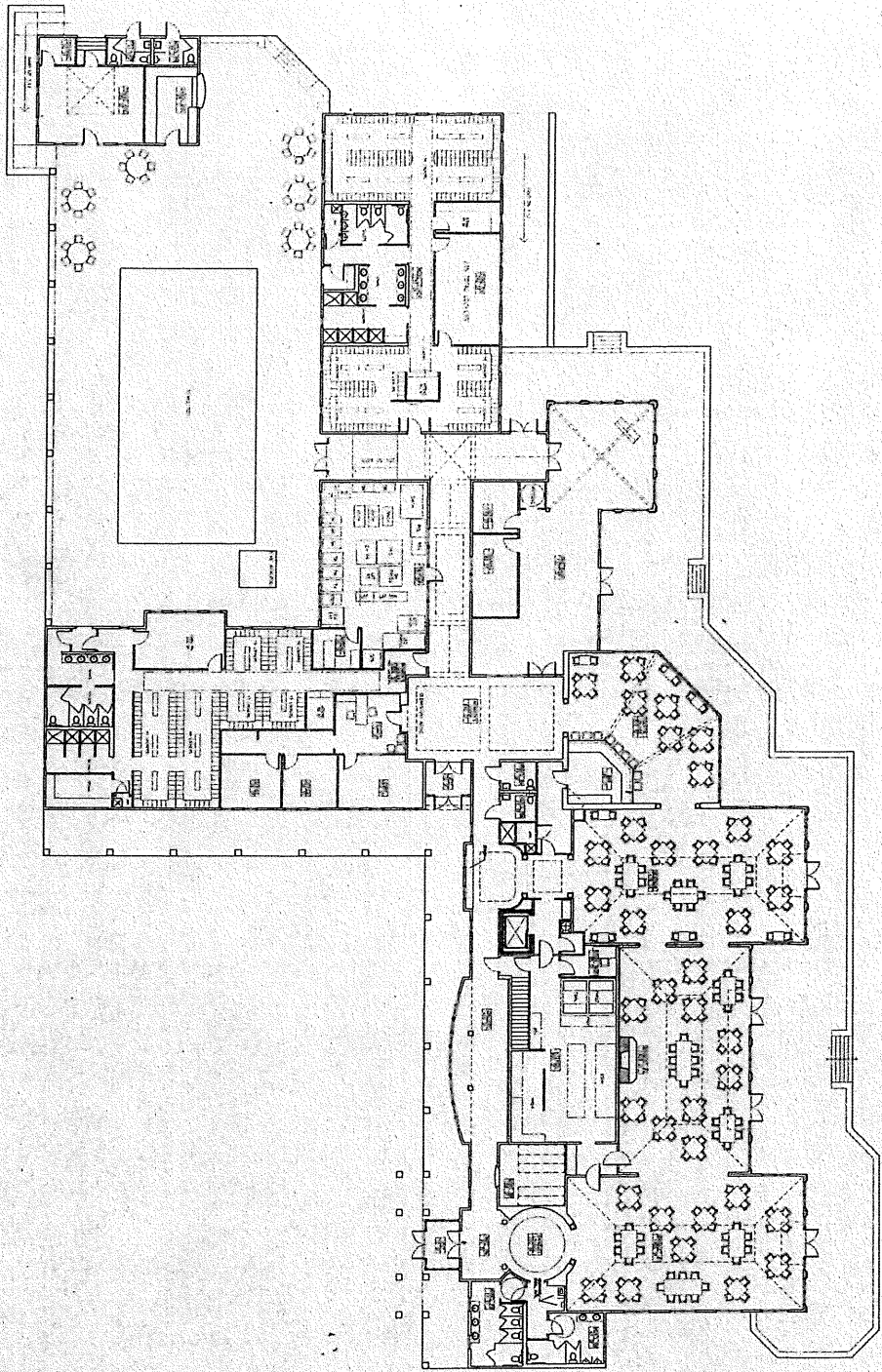
View filings for this business entity:

- ALL FILINGS ▲
- Annual Report ▬
- Annual Report - Professional ▬
- Articles of Entity Conversion ▼
- Certificate of Amendment ▼
- Certificate of Conversion ▼

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



The
Architectural
Team

20 Cornhill Street
 4th Floor
 Cambridge, MA 02142
 Telephone: 617-552-4424
 Fax: 617-552-4525

LeBaron Hills
Country Club

Lakeville, MA

Proposed
 First Floor Plan

A2.01

LeBaron Hills Golf Club

Lakeville, Massachusetts

ROUTE PLAN

SCORECARD

HOLE	ACID	WHITE	GREEN	RED	FAR
1	315	310	300	313	4
2	327	325	303	329	4
3	317	315	303	329	4
4	316	315	315	323	3
5	330	326	319	323	4
6	329	321	315	317	4
7	329	321	315	317	4
8	315	315	313	313	3
9	300	298	283	272	5
10	302	295	285	288	5
11	320	315	305	308	5
12	330	325	315	310	3
13	335	325	320	312	4
14	335	325	320	312	4
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36	345	335	325	315	4
37	345	335	325	315	4
38	345	335	325	315	4
39	345	335	325	315	4
40	345	335	325	315	4
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98	345	335	325	315	4
99	345	335	325	315	4
100	345	335	325	315	4
TOTAL	345	335	325	315	4

SCOBISH SILVA & MUNGELLI, INC.
 GOLF COURSE ARCHITECTS
 207 NORTH MAIN STREET
 LAKEVILLE, MASSACHUSETTS 01841
 TEL: (978) 278-4077
 FAX: (978) 278-6757

- LEGEND
- GREEN
 - TREE
 - BURNING
 - POND
 - BUNKER
 - BOUND
 - WASTE AREA
 - TREE

TOTAL AREA= 155.4 ACRES
 UPLAND AREA= 134.1 ACRES

TOTAL AREA= 155.4 ACRES
 UPLAND AREA= 134.1 ACRES

DRAWN: July 1, 1999
 REVISED:

LEGEND

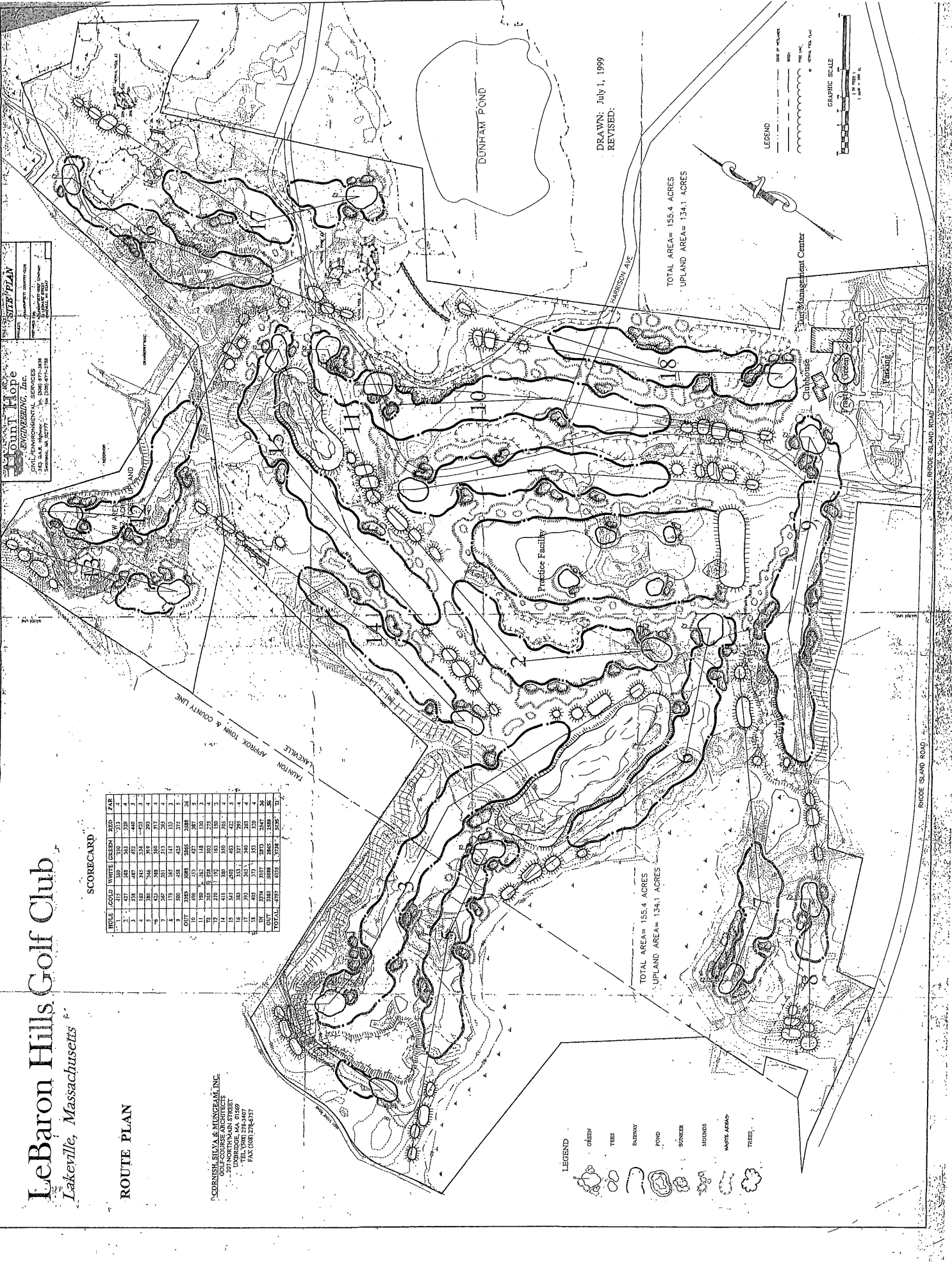
- LINE OF TRENCH
- WALL
- CONCRETE CURB
- GRAVEL CURB

GRAPHIC SCALE
 1" = 100' (HORIZONTAL)
 1" = 10' (VERTICAL)

ROUTE PLAN

PROJECT: LE BARON HILLS GOLF CLUB
 SHEET: 1000-1000-001
 DATE: 7/1/99
 DRAWN BY: SCOBISH SILVA & MUNGELLI
 CHECKED BY: SCOBISH SILVA & MUNGELLI

SCOBISH SILVA & MUNGELLI, INC.
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The
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Team

50 Commandant's Way
At Admiral's Hill
Chelsea, MA 02150
Telephone: 617-889-4402
Fax: 617-884-4329

ASK
10/1/01

ASK
10/1/01

7/27/01 = 1-01
Project

LeBaron Hills
Country Club

Lakerville, MA

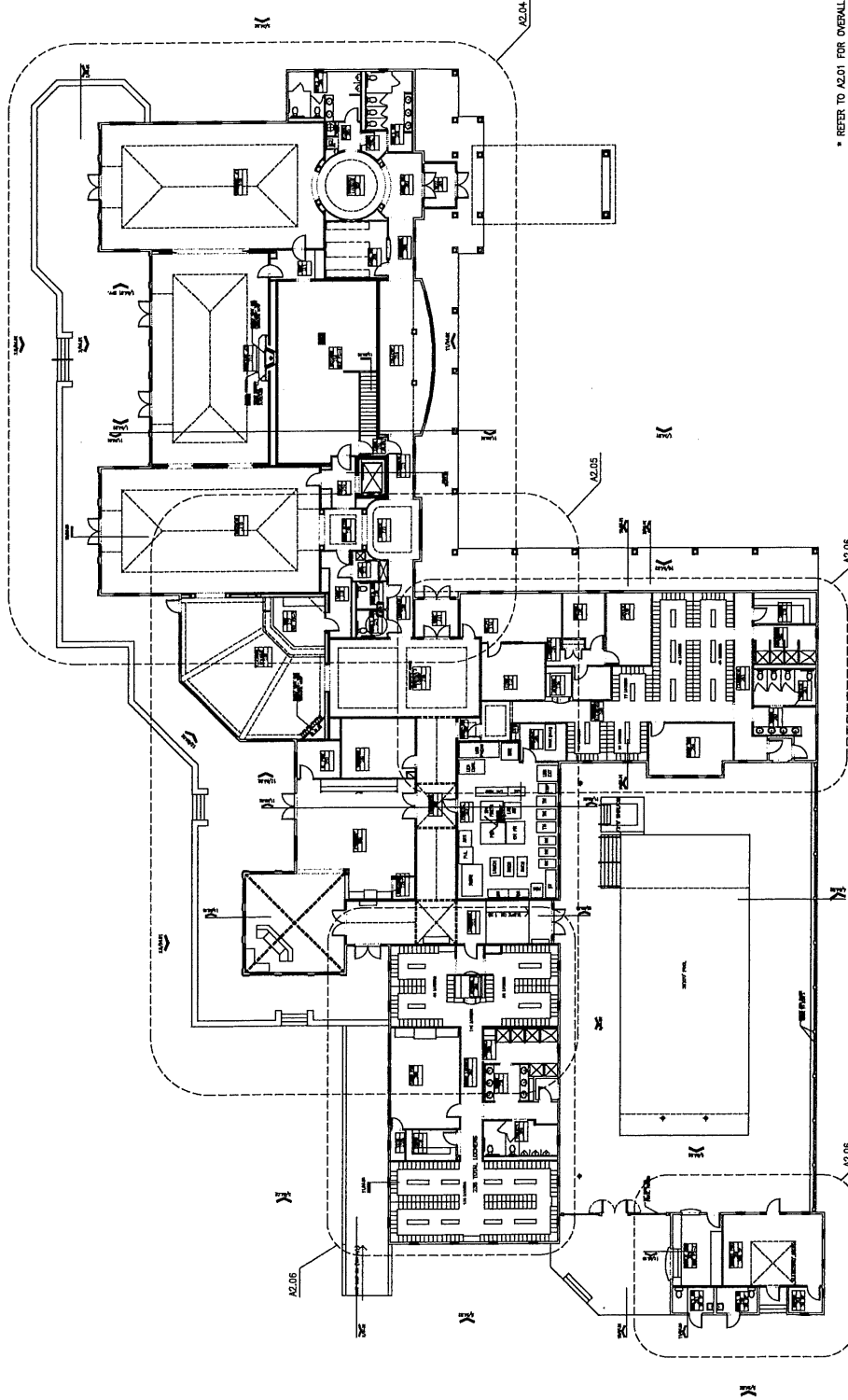
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First Floor Plan

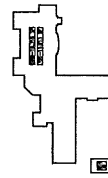
ASK

26 - September - 2000

A2.02



* REFER TO A2.01 FOR OVERALL DIMENSIONS



THIS PLAN INCORPORATES ALL CHANGES FROM ASK-201 THROUGH ASK-220

The Architectural Team

50 Commodore's Way
 44 Admiral's Hill
 Chelsea, MA 02150
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Scale: 1/8" = 1'-0"

Drawn: JMS
 Checked: JMS

Scale: 3/32" = 1'-0"

LeBaron Hills Country Club

Lakeville, MA

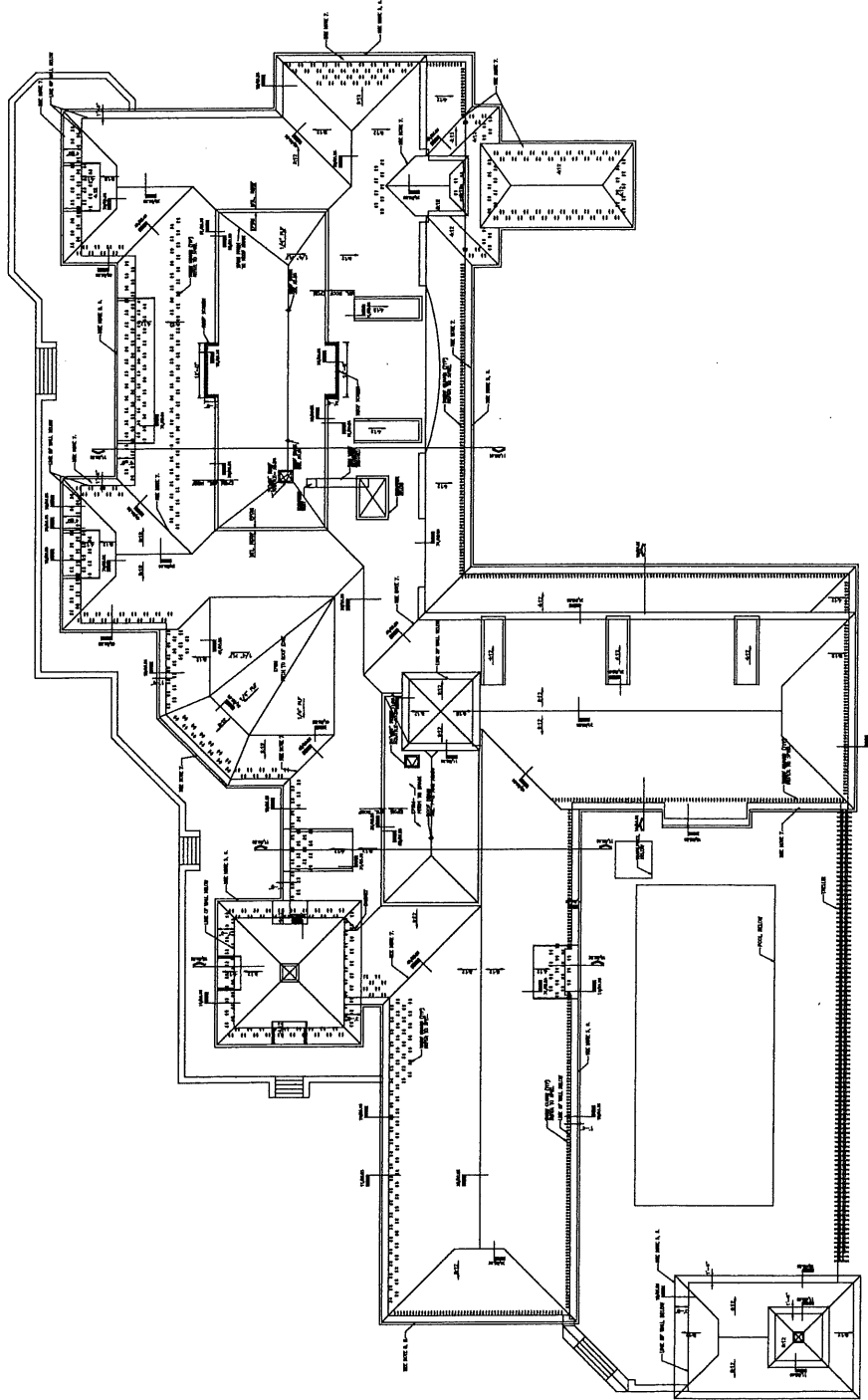
Sheet No.

Roof Plan

Date:

25 September 2000

A2.03



GENERAL NOTES:
 1. FOR THE UNDERTAKING, PROVIDE CHECKS AND REVISES FOR ALL WORK AND PROVIDE ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 2. CHECK FOR PROPER DRAINAGE AND PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.
 3. PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.
 4. PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.
 5. PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.
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 8. PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.
 9. PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.
 10. PROVIDE FOR PROPER DRAINAGE FOR ALL ROOF SURFACES.

The
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Team

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Ch. Adams, MA 02150
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Rev.	Description

Drawn: [Blank]
Checked: [Blank]
Scale: 3/32" = 1'-0"
Project: [Blank]

LeBaron Hills
Country Club

Lakerville, MA

Sheet Title:
Proposed
Ground Floor Plan

Date: 1918
Scale: 3/32" = 1'-0"
Sheet Number: A200

