



Comprehensive Permit Site Approval Application

Ownership / Cedar Edge Condominiums

55 Summer Street Walpole MA 02071

Omni Development LLC / 55 SS LLC

September 9, 2019

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Comprehensive Permit Site Approval Application/Homeownership****

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Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

<http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html> and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

Gregory Watson, Manager of Comprehensive Permit Programs
MassHousing, One Beacon Street, Boston, MA 02108

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or gwatson@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.



**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects**

Please be sure to answer ALL questions. Indicate “N/A”, “None” or “Same” when necessary.

Section 1: GENERAL INFORMATION (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: _____

Municipality: _____

Address of Site: _____

Cross Street (if applicable): _____

Zip Code: _____

Tax Parcel I.D. Number(s) (Map/Block/Lot): _____

Name of Proposed Development Entity (typically a single purpose entity): _____

Entity Type: Limited Dividend Organization _____ Non-Profit* _____ Government Agency _____

** If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.*

Has this entity already been formed? Yes ___ No ___

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): _____

Applicant's Web Address, if any: _____

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ___ No ___ If yes, please explain: _____

Primary Contact Information (required)

Name of Individual: _____

Relationship to Applicant: _____

Name of Company (if any): _____

Street Address: _____

City/Town/Zip: _____

Telephone (office and cell) and Email: _____

Secondary Contact Information (required)

Name of Individual: _____

Relationship to Applicant: _____

Name of Company (if any): _____

Street Address: _____

City/Town/Zip: _____

Telephone (office and cell) and Email: _____

Additional Contact Information *(optional)*

Name of Individual: _____

Relationship to Applicant: _____

Name of Company *(if any)*: _____

Street Address: _____

City/Town/Zip: _____

Telephone *(office and cell)* and Email: _____

Anticipated Financing: MassHousing ____ NEF Bank ____

Name of NEF Bank: _____

Total Number of Units ____ # Affordable Units ____ # Market Rate Units ____

Age Restricted? Yes ☐ No ☐ If Yes, 55+ ☐ or 62+ ☐

Brief Project Description (150 words or less):

Required Attachments Relating to Section 1

1.1 Location Map

Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map

Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

1.3 Directions

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 2: EXISTING CONDITIONS / SITE INFORMATION (also see Required Attachments listed at end of Section 2)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Name of Proposed Project: Cedar Edge Condominiums

Buildable Area Calculations

Sq. Feet/Acres (enter "0" if applicable—do not leave blank)

Total Site Area	13.47
Wetland Area	6.70
Flood/Hazard Area	3.94 <i>SOME COUNTED IN WETLAND</i>
Endangered Species Habitat (animal and/or plant)	0.77
Conservation/Article 97 Land	
Protected Agricultural Land	
Other Non-Buildable (Describe)	
Total Non-Buildable Area	41.41 7.52
Total Buildable Site Area	2.06 5.95

Current use of the site and prior use if known:

Currently undeveloped land

Is the site located entirely within one municipality? Yes ☒ No ☐

If not, in what other municipality is the site located? N/A

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) N/A

Current zoning classification and principal permitted uses:

LM - Limited Manufacturing District (Commercial District) Low Density manufacturing uses designed to provide range of services, goods and employment opportunity to the town.

Previous Development Efforts

Please list (on the following page) any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications. Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? _____

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment		
Wastewater - public sewer		
Storm Sewer		
Water-public water		
Water-private well		
Natural Gas		
Electricity		
Roadway Access to Site		
Sidewalk Access to Site		
Other		

Describe surrounding land use(s): _____

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities		
Schools		
Government Offices		
Multi-Family Housing		
Public Safety Facilities		
Office/Industrial Uses		
Conservation Land		
Recreational Facilities		
Houses of Worship		
Other		

List any public transportation near the Site, including type of transportation and distance from the site:

Site Characteristics and Development Constraints

Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints."

Are there any easements, rights of way or other restrictions of record affecting the development of the site? _____

Is there any evidence of hazardous, flammable, or explosive material on the site? _____

Is the site, or any portion thereof, located within a designated flood hazard area? _____

Does the site include areas designated by Natural Heritage as endangered species habitat? _____

Are there documented state-designated wetlands on the site? _____

Are there documented vernal pools on the site? _____

Is the site within a local or state Historic District or listed on the National Register or Historic Places? _____

Has the site or any building(s) on the site been designated as a local, state or national landmark? _____

Are there existing buildings and structures on site? _____

Does the site include documented archeological resources? _____

Does the site include any known significant areas of ledge or steep slopes? _____

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

Please provide a detailed Existing Conditions Plan showing the entire site, prepared, signed and stamped by a Registered Engineer or Land Surveyor. Plans should be prepared at a scale of 1"=100' or 1"=200' and should include the following information:

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground).
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas
- j. Existing Site entries and egresses

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the Site (such as those available on-line) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

2.3 Site/Context Photographs

Please provide photographs of the Site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District Nomination(s)

2.5 By-Right Site Plan *(if available)*

MassHousing will commission, at your expense, an "as-is" appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the Site without any consideration being given to its potential for development under Chapter 40B.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects

Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.

Name of Proposed Project: _____

Project Type (mark both if applicable): New Construction _____ Rehabilitation _____ Both _____

Total Number of Dwelling Units: _____

Total Number of Affordable Units: _____

Number of 50% AMI Affordable Units: _____

Number of 80% AMI Affordable Units: _____

Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number of Bathrooms					
Square Feet/Unit					

Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number of Bathrooms					
Square Feet/Unit					

Percentage of Units with 3 or More Bedrooms*: _____

** Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.*

Number of Handicapped Accessible Units: _____ Market Rate: _____ Affordable: _____

Gross Density (units per acre): _____

Net Density (units per buildable acre): _____

Residential Building Information

Building Type and Style <i>(single family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

Non-Residential Building Information

Building Type and Style	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

Will all features and amenities available to market unit residents also be available to affordable unit residents?
If not, explain the differences.

Parking

Total Parking Spaces Provided: _____

Ratio of Parking Spaces to Housing Units: _____

Lot Coverage *(Estimate the percentage of the site used for the following)*

Buildings: _____

Parking and Paved Areas: _____

Usable Open Space: _____

Unusable Open Space: _____

Lot Coverage: _____

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No _____

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

Please provide preliminary site layout plans of the entire Site prepared, signed and stamped by a registered architect or engineer. Plans should be prepared at a scale of 1"=100' or 1"=200', and should show:

- Proposed site grading
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

3.3 Narrative Description of Design Approach

Provide a narrative description of the approach to building massing, style, and exterior materials; site layout, and the relationship of the project to adjacent properties, rights of way and existing development patterns. The handbook called [Approach to Chapter 40B Design Reviews](#) prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

3.4 Tabular Zoning Analysis

Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area, frontage, front, side and rear setbacks, maximum building coverage, maximum lot coverage, height, number of stories, maximum gross floor area ratio, units per acre, units per buildable acre; number of parking spaces per unit/square foot and total number of parking spaces (proposed and required).

3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.

Name of Proposed Project: _____

Describe current ownership status of the entire site as shown on the site layout plans (attach additional sheets as necessary if the site is comprised of multiple parcels governed by multiple deeds or agreements):

Owned (or ground leased) by Development Entity or Applicant _____

Under Purchase and Sale Agreement _____

Under Option Agreement _____

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: _____

Grantee/Buyer: _____

Grantee/Buyer is (check one):

Applicant _____ Development Entity _____ Managing General Partner of Development Entity _____

General Partner of Development Entity _____ Other (explain) _____

Are the Parties Related? _____

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): _____

Purchase Price: _____

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes _____ No _____

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant _____

Under Purchase and Sale Agreement _____

Under Option Agreement _____

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: _____

Grantee/Buyer: _____

Are the Parties Related? _____

For Easements

Date(s) of Easement(s): _____

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control *(required)*

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Homeownership 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: _____

Initial Capital Budget (please enter “0” when no such sales/revenue or cost is anticipated)

Sales / Revenue

Market	_____
Affordable	_____
Related Party	_____
Other Income	_____
Total Sales/Revenue	_____

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	

Costs

Item	Budgeted
Acquisition Cost	
Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	_____
Subtotal Acquisition Costs	_____
Construction Costs–Residential Construction (Hard Costs)	
Building Structure Costs	_____
Hard Cost Contingency	_____
Subtotal – Residential Construction (Hard Costs)	_____

Costs

Item	Budgeted
Construction Costs–Site Work (Hard Costs)	
Earth Work	_____
Utilities: On Site	_____
Utilities: Off-Site	_____
Roads and Walks	_____
Site Improvement	_____
Lawns and Planting	_____
Geotechnical Condition	_____
Environmental Remediation	_____
Demolition	_____
Unusual Site Conditions/Other Site Work	_____
Subtotal –Site Work (Hard Costs)	_____
Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	_____
Builder's Overhead	_____
Builder's Profit	_____
Subtotal – General Conditions Builder's Overhead and Profit (Hard Costs)	_____
General Development Costs (Soft Costs)	
Appraisal and Marketing Study (not 40B "as is" appraisal)	_____
Lottery	_____
Commissions/Advertising–Affordable	_____
Commissions/Advertising–Market	_____
Model Unit	_____
Closing Costs (unit sales)	_____
Real Estate Taxes (during construction)	_____
Utility Usage (during construction)	_____
Insurance (during construction)	_____
Security (during construction)	_____
Inspecting Engineer	_____
Fees to Others	_____
Construction Loan Interest	_____
Fees to Construction Lender	_____
Architectural	_____
Engineering	_____
Survey, Permits, Etc.	_____
Clerk of the Works	_____
Construction Manager	_____

Item	Budgeted
General Development Costs (Soft Costs) – Continued	
Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	_____
Legal	_____
Title (<i>including title insurance</i>) and Recording	_____
Accounting and Cost Certification (<i>incl. 40B</i>)	_____
Relocation	_____
40B Site Approval Processing Fee	_____
40B Technical Assistance/Mediation Fund Fee	_____
40B Land Appraisal Cost (<i>as-is value</i>)	_____
40B Final Approval Processing Fee	_____
40B Subsidizing Agency Cost Certification Examination Fee	_____
40B Monitoring Agent Fees	_____
40B Surety Fees	_____
Other Financing Fees	_____
Development Consultant	_____
Other Consultants (<i>describe</i>)	_____
Other Consultants (<i>describe</i>)	_____
Soft Cost Contingency	_____
Other General Development (Soft) Costs	_____
Subtotal – General Development Costs (Soft Costs)	_____
Developer Overhead	
Developer Overhead	_____
Subtotal – Developer Overhead	_____
Summary of Subtotals	
Sales/Revenue	_____
Site Acquisition	_____
Residential Construction	_____
Site Work	_____
Builder's Overhead, Profit and General Conditions	_____
General Development Costs	_____
Developer Overhead	_____
Summary	
Total Sales/Revenue	_____
Total Development Costs (TDC)	_____
Profit (Loss) from Sales/Revenue	_____
Percentage of Profit (Loss) Over the Total Development Costs	_____

Initial Unit/Sales Price

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units					
Number of Units					
Number of Sq. Ft					
Sales Price					
Condo / HOA Fee					

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units					
Number of Units					
Number of Sq. Ft					
Sales Price					
Condo / HOA Fee					

Describe your approach to calculating any additional fees relating to Condominium Association or a Homeowners Association.

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

NOTE: Binding Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.

5.2 Market Sale Comparables (required)

Please provide a listing of market sales being achieved in properties comparable to the proposed project.

5.3 Market Study (if requested)

MassHousing may require a market study for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.

Name of Proposed Project: _____

Development Team

Developer/Applicant: _____

Development Consultant (if any): _____

Attorney: _____

Architect: _____

Contractor: _____

Lottery Agent: _____

Management Agent: _____

Other (specify): _____

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		
Local Permitting		
Financing Package		
Construction Management		
Other		

Applicant's Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii), the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the “Applicant Entities”): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

Note: For the purposes hereof, “Managing Entities” shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities which have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.

"Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to:

- (i) approve the terms and conditions of any proposed purchase, sale or mortgage;*
- (ii) approve the appointment of a property manager; and/or*
- (iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.*

Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.

In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.

"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.

1. Applicant

Name of Applicant: _____

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.): _____

State in which registered/formed: _____

List all Managing Entities of Applicant (you must list at least one):

List all Principals and Controlling Entities of Applicant and (unless the Managing Entity is an individual) its Managing Entities (use additional pages as necessary):

List all Affiliates of Applicant and its Managing Entities (use additional pages as necessary):

Proposed Development Entity

Name of Proposed Development Entity: _____

Entity Type *(limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.):*

State in which registered/formed: _____

List all Managing Entities of Proposed Development Entity (you must list at least one):

List all Principals and Controlling Entities of Proposed Development Entity and *(unless the Managing Entity is an individual)* its Managing Entities *(use additional pages as necessary)*:

List all Affiliates of Proposed Development Entity and its Managing Entities *(use additional pages as necessary)*:

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the Project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)

6.2 Applicant Entity 40B Experience

Please identify every Chapter 40B project in which the Applicant or any Applicant Entity has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted.

6.3 Applicant's Certification

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund (“NEF”) Homeownership Projects**

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: _____

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: _____

Date copy of complete application sent to chief elected office of municipality: _____

Date notice of application sent to DHCD: _____

Fees *(all fees should be submitted to MassHousing)*

MassHousing Application Processing Fee (\$2500) Payable to MassHousing: _____

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership:

a. Base Fee:
(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000) _____

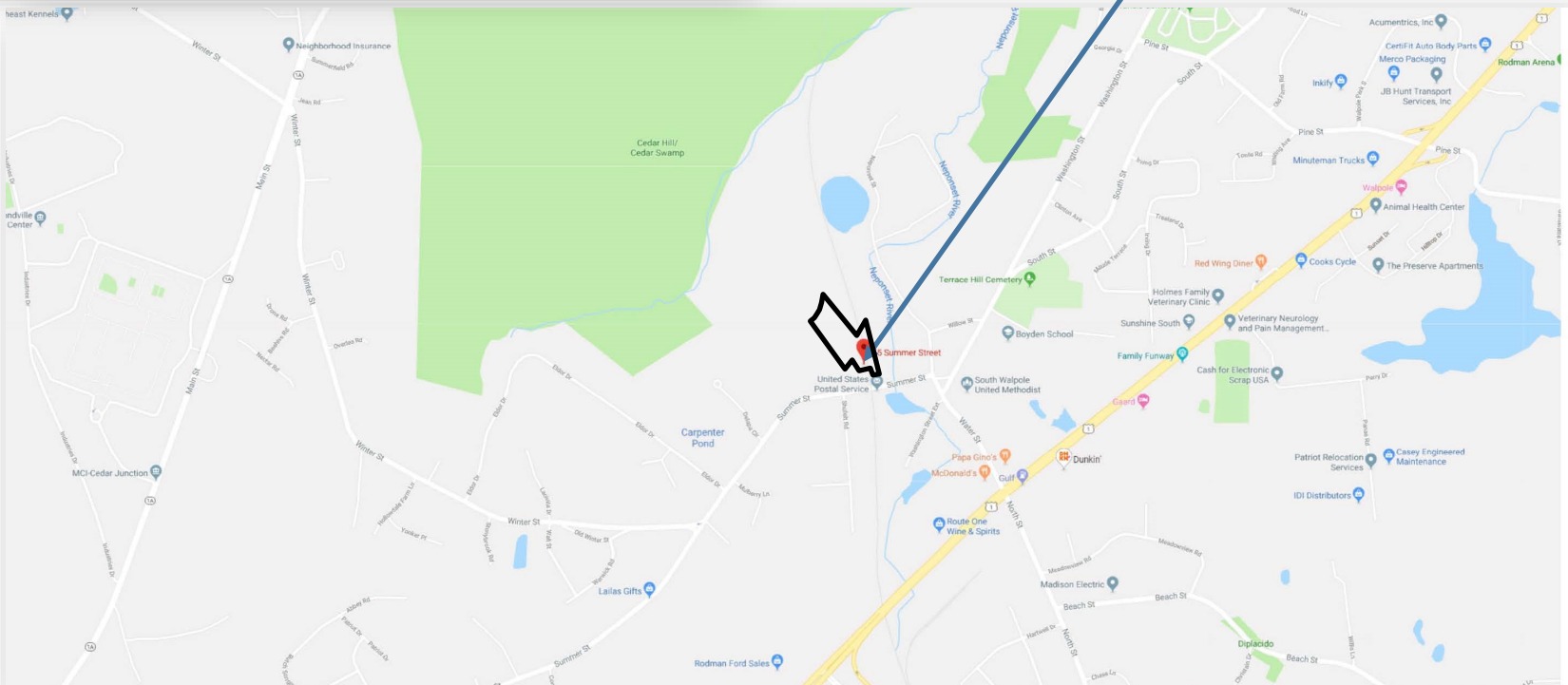
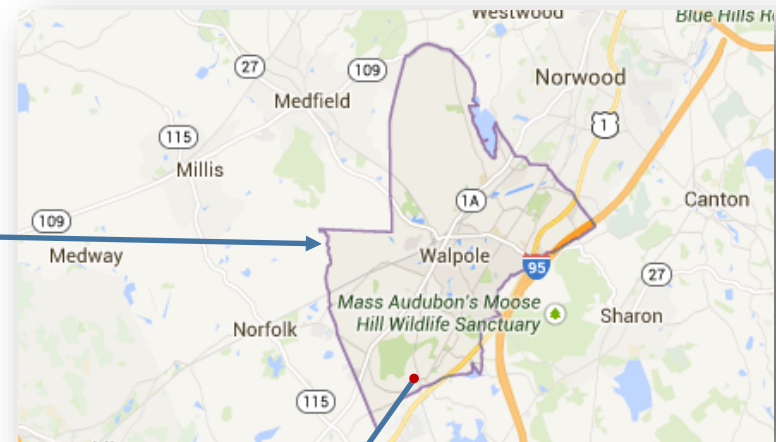
b. Unit Fee:
(Limited Dividend Sponsor \$50 per unit, Non-Profit or Public Agency Sponsor \$30 per unit) _____

Land Appraisal Cost

You will be required to pay for an “as-is” market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.

Required Attachments Relating to Section 7

- 7.1** Narrative describing any prior correspondence and/or meetings with municipal officials
- 7.2** Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the Chief Elected Official of Municipality (may be submitted after the application is submitted to MassHousing)
- 7.3** Copy of notice of application sent to DHCD
- 7.4** Check made out to MassHousing for Processing Fee (\$2500)
- 7.5** Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee
- 7.6** W-9 (Taxpayer Identification Number)





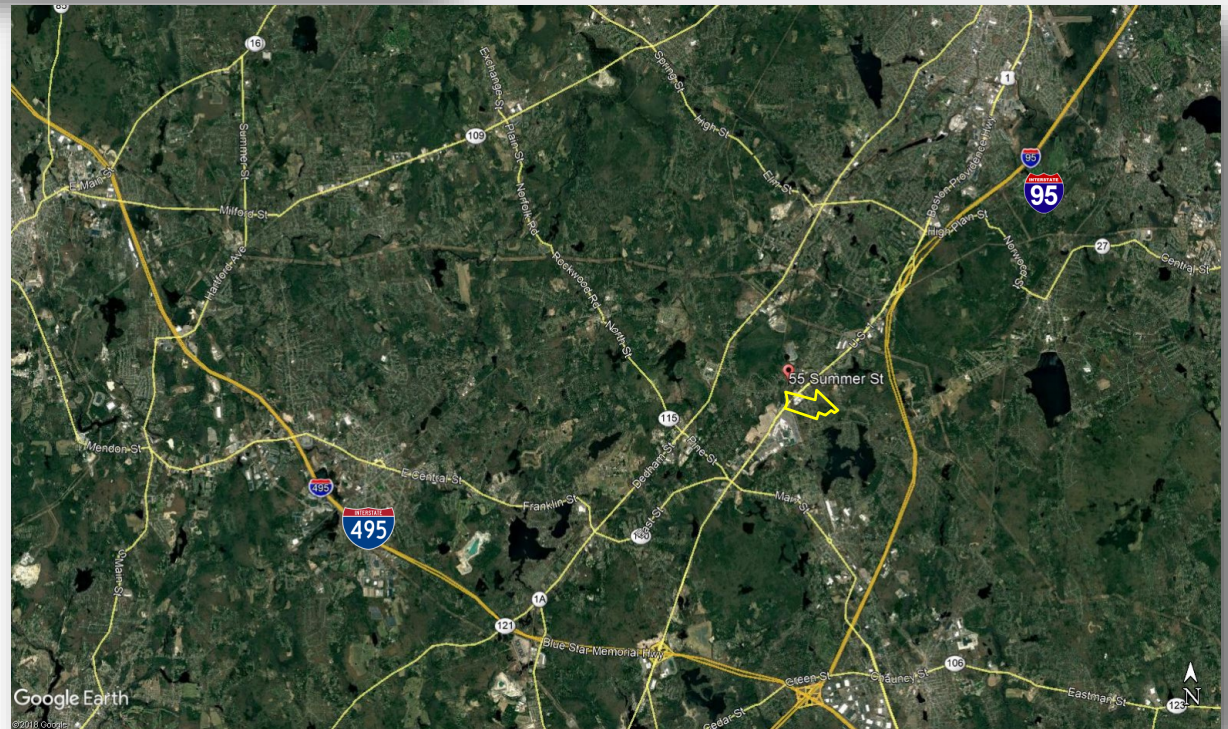
Directions

From 495:

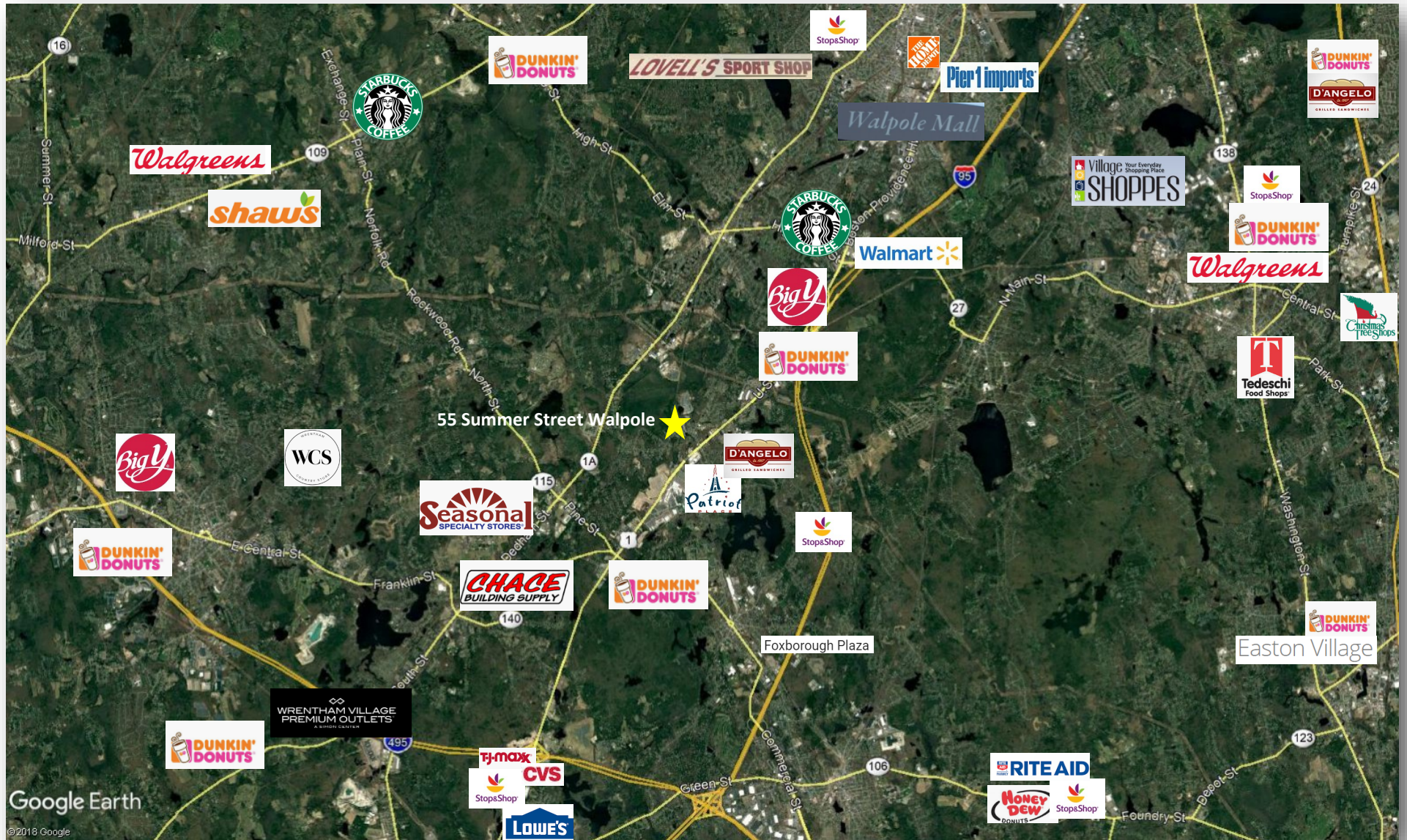
Take exit 14A North. Follow US 1 for 5.2 miles. Turn left on North Street, continue on Water Street, continue on Neponset Street (total of .3 miles). Left on Summer Street. 55 Summer Street is 650 feet from the intersection with Neponset and is just after railroad tracks.

From 128:

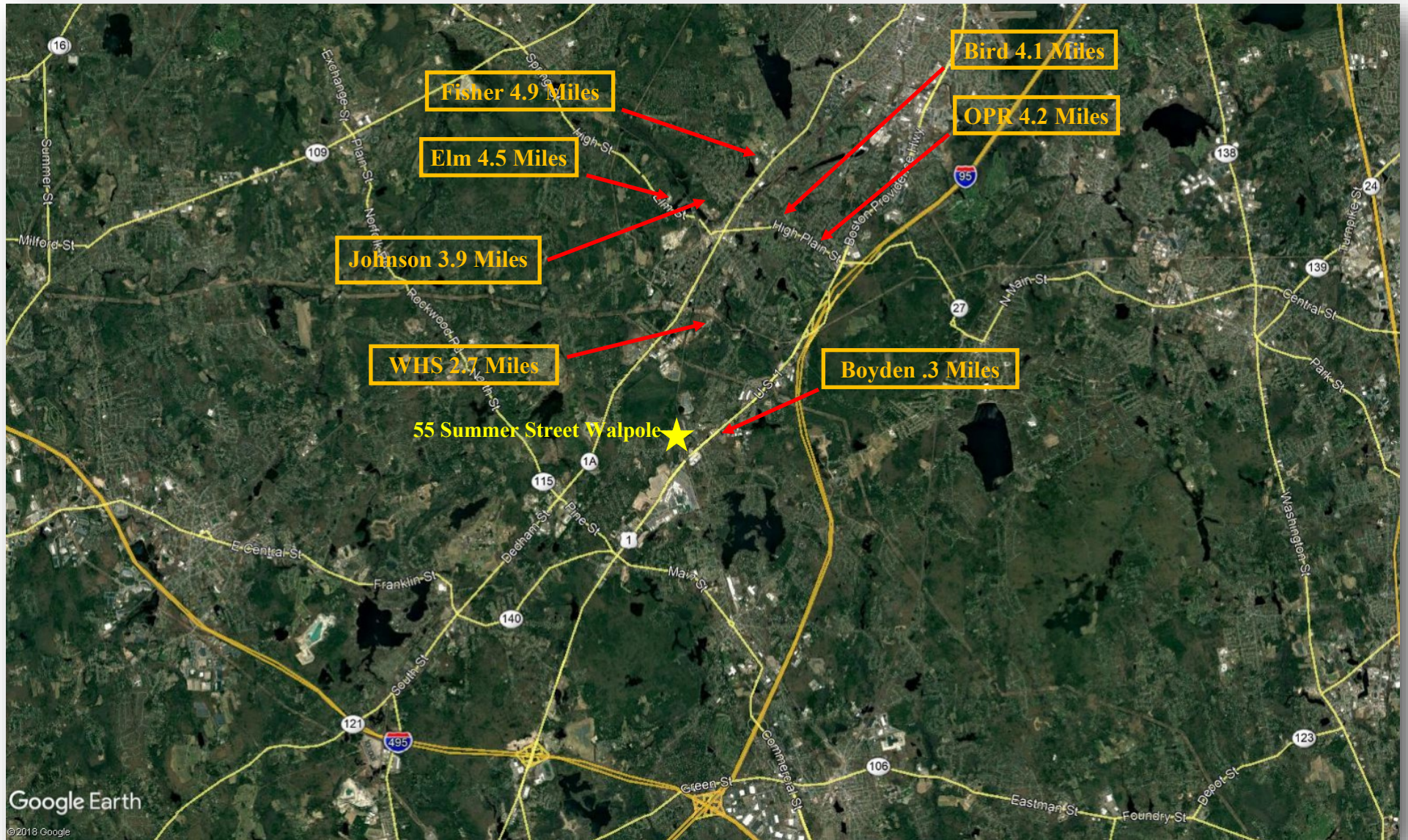
Take 95 to Route 1 South. Follow US 1 for 2.6 miles. Turn right on North Street, continue on Water Street, continue on Neponset Street (total of .3 miles). Left on Summer Street. 55 Summer Street is 650 feet from the intersection with Neponset and is just after railroad tracks.







Name	Distance	Public Transportation	Notes
Walpole Mall	5.3 Miles	None Direct	AT&T, Barnes & Noble, Bath & Body Works, Claire's, CVS, FYE, GNC, Hallmark, iParty, Kohl's, Old Navy, Olympia Sports, Papa Gino's, Payless Shoe, Radio Shack, Subway, Taco Bell
Patriots Place	1.1 Miles	Walking Distance	Gillette Stadium, Showcase Cinema, base pro shop, Ulta, Olive Garden, dunkin donuts, Renaissance Boston Patriot, Five Guys, Victoria's Secret Place Hotel, A.C. MOORE, ALEX AND ANI, ARTIST'S STUDIO & GALLERY, BATH & BODY WORKS, CHRISTMAS TREE SHOPS, CVS, EXPRESS, GREEN TANGERINE SPA & SALON, HILTON GARDEN INN, OFF BROADWAY SHOES, OLYMPIA SPORTS, PATRIOTS PROSHOP, PETCO, PURE BARRE, REV'D INDOOR CYCLING, SANTANDER BANK, TRADER JOE'S, VINEYARD VINES
The Village Shoppes	19 Miles	None Direct	Chico's, Marshalls, Artin Jewelers, Edible Arrangements, The Paper Store, Village Toy Shop, Shaw's, Home Goods, Canton Village Wine & Spirits, Fajita's Cantina Mexican Grill, Bertucci's, Five Guys, Starbucks
Easton Village	13.4 Miles	None Direct	Roche Bros, CVS, Dollar Tree, Dunkin Donuts
Foxborough Plaza	4.2 Miles	None Direct	Ocean State Job Lot, Dollar Tree, Your Curtain Store, Dunkin Donuts
Wrentham Premium Outlets	7.8 Miles	None Direct	Yankee Candle, Vans, UNO, UGG, Tommy Hilfiger, Toy Express, The Luggage Factory, Timberland, Talbots, Steven Madden, Sunglass hut, Sketchers, Ruby Tuesdays, Reebok, Puma, Ralph Lauren, Pacsun, Nike Factory, Merrell, Loft outlet, lucky brand, lululemon, Lids, Lindt, Levis, Kay jeweler, Justice, Journeys, J.Crew, Guess, Hanes, Godiva, Guess, Disney, The Gap, Fossil, Famous footwear, Cracker barrel, crocs, Coach, Champions, Chicos, Clair's, Calvin Klein, Burton, Bath and Body works, Banana Republic, Armani, Aeropostale, Auntie Annes, Also, Adidas, Bloomingdales, Burberry

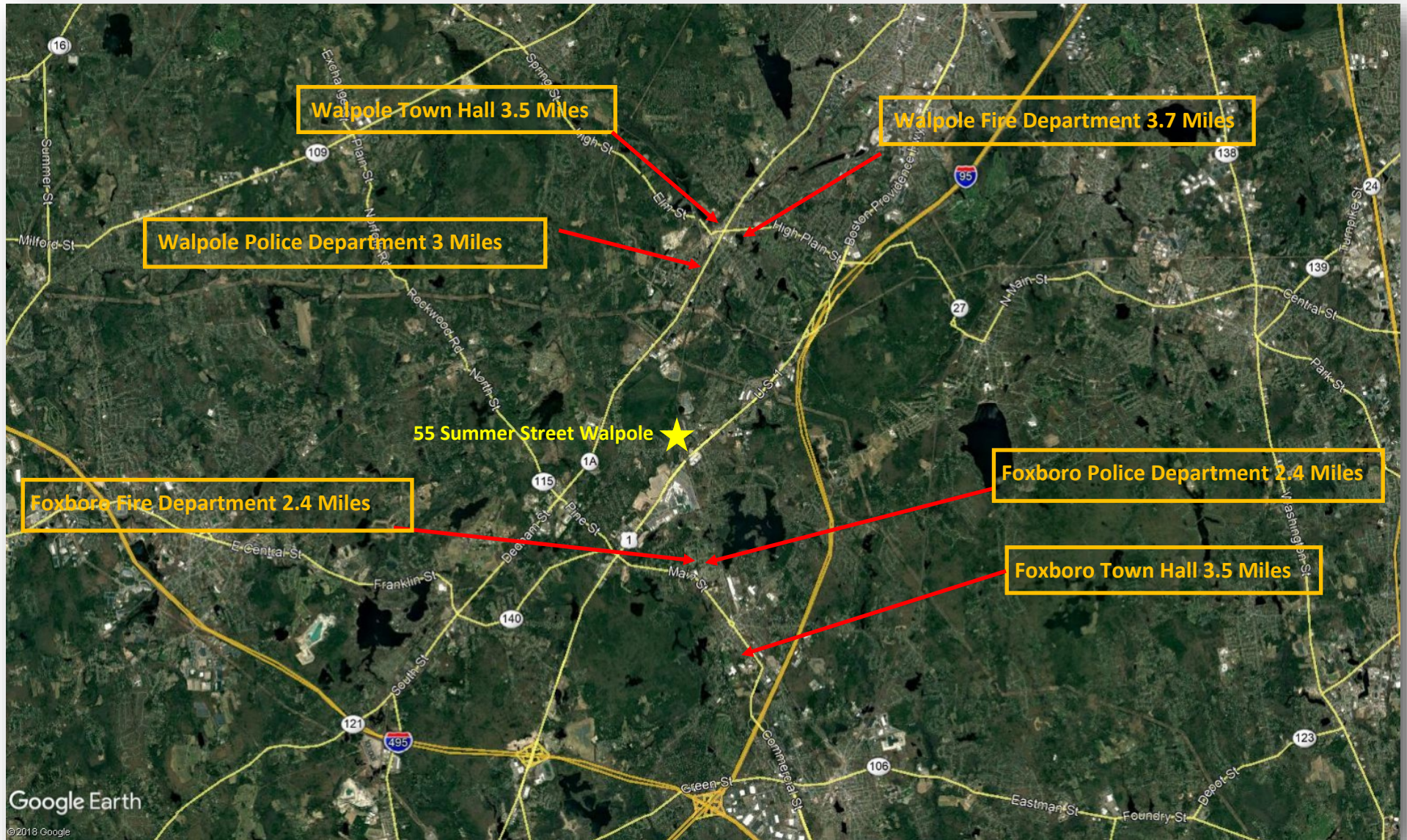


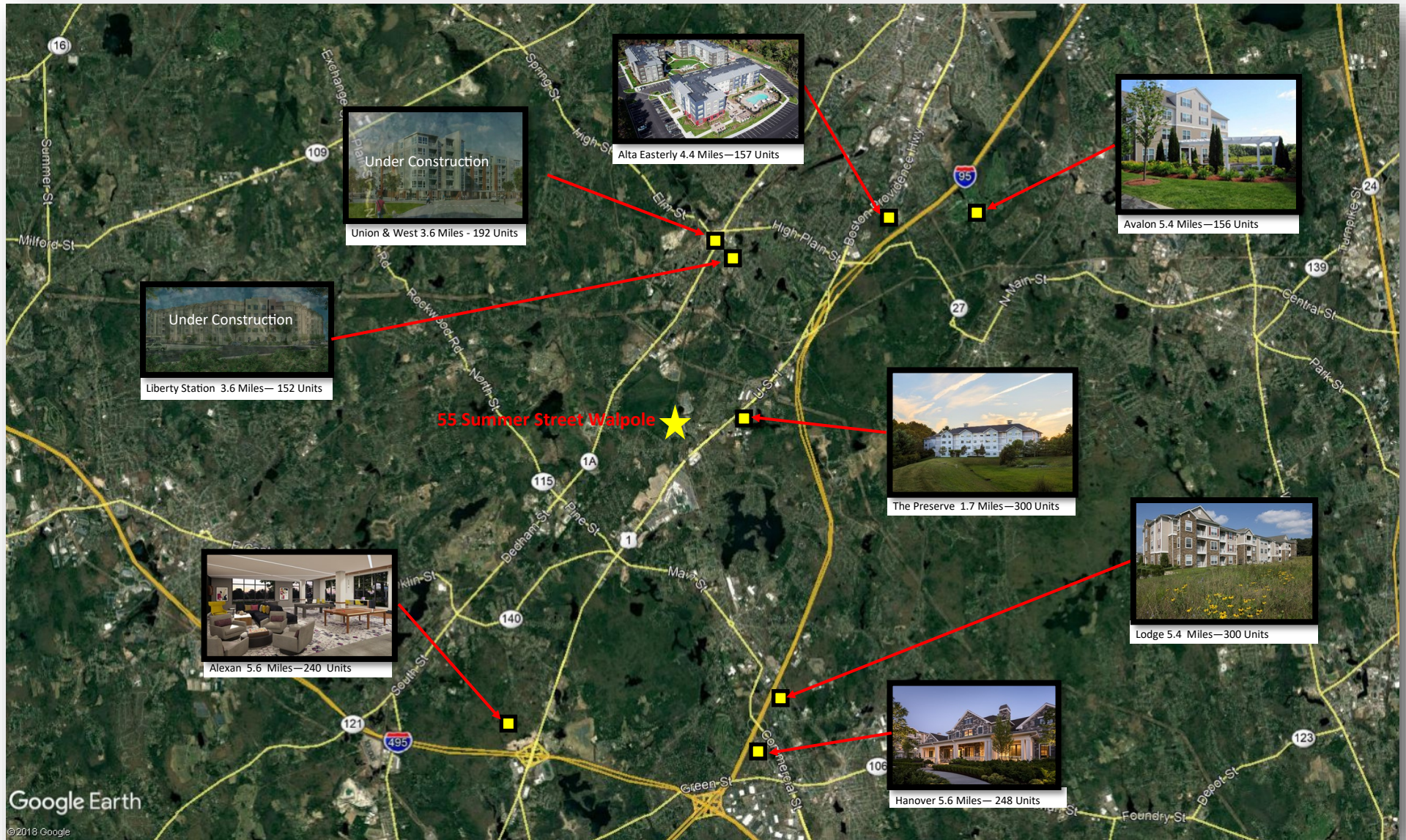
Walpole Enrollments 2018-2019

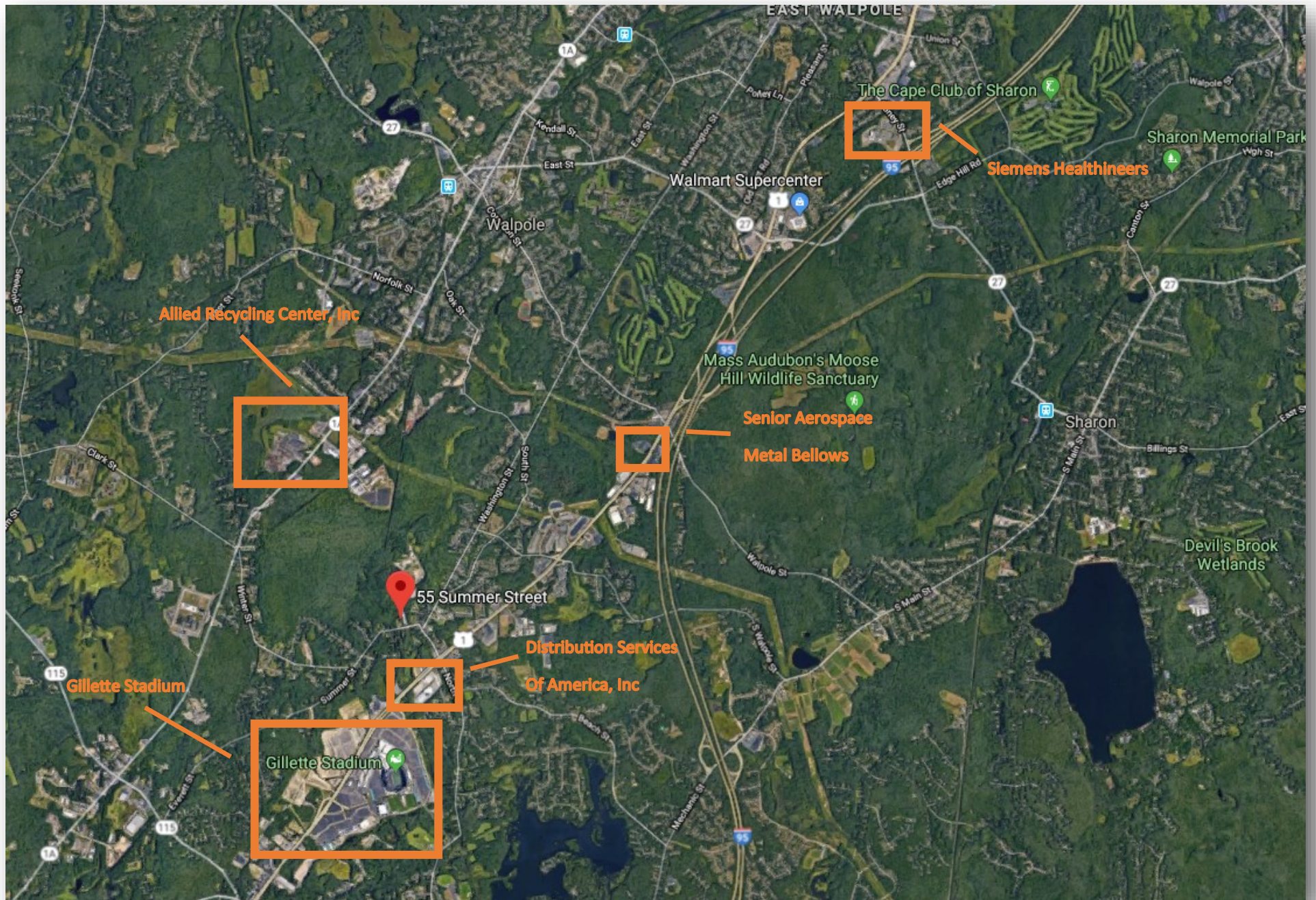
Total Enrollment

[illegible]

Source: http://www.walpole.k12.ma.us/UserFiles/Servers/Server_3008510/File/Mary%20Mortali%20document%20folder/Enrollments/October%201,%202018%20Walpole%20Enrollments.pdf









Business Summary

55 Summer St, South Walpole, Massachusetts, 02071 2
 55 Summer St, South Walpole, Massachusetts, 02071
 Rings: 1, 3, 5 mile radii

Prepared by Esri
 Latitude: 42.10472
 Longitude: -71.26385

Data for all businesses in area				1 mile		3 miles				5 miles			
Total Businesses:				199		1,373				2,959			
Total Employees:				2,540		16,250				33,604			
Total Residential Population:				2,956		24,715				73,057			
Employee/Residential Population Ratio (per 100 Residents)				86		66				46			
by SIC Codes	Businesses		Employees		Businesses		Employees		Businesses		Employees		
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	
Agriculture & Mining	7	3.5%	61	2.4%	51	3.7%	394	2.4%	103	3.5%	761	2.3%	
Construction	23	11.6%	173	6.8%	150	10.9%	1,040	6.4%	333	11.3%	1,877	5.6%	
Manufacturing	6	3.0%	129	5.1%	39	2.8%	1,226	7.5%	88	3.0%	3,124	9.3%	
Transportation	6	3.0%	92	3.6%	28	2.0%	498	3.1%	54	1.8%	805	2.4%	
Communication	2	1.0%	11	0.4%	12	0.9%	76	0.5%	25	0.8%	148	0.4%	
Utility	1	0.5%	5	0.2%	7	0.5%	54	0.3%	10	0.3%	110	0.3%	
Wholesale Trade	16	8.0%	140	5.5%	78	5.7%	763	4.7%	135	4.6%	1,375	4.1%	
Retail Trade Summary	49	24.6%	746	29.4%	269	19.6%	3,887	23.9%	509	17.2%	7,291	21.7%	
Home Improvement	6	3.0%	33	1.3%	24	1.7%	204	1.3%	42	1.4%	368	1.1%	
General Merchandise Stores	1	0.5%	27	1.1%	7	0.5%	112	0.7%	16	0.5%	677	2.0%	
Food Stores	5	2.5%	89	3.5%	33	2.4%	572	3.5%	62	2.1%	1,010	3.0%	
Auto Dealers, Gas Stations, Auto Aftermarket	4	2.0%	56	2.2%	26	1.9%	511	3.1%	53	1.8%	806	2.4%	
Apparel & Accessory Stores	1	0.5%	20	0.8%	9	0.7%	99	0.6%	15	0.5%	175	0.5%	
Furniture & Home Furnishings	4	2.0%	32	1.3%	24	1.7%	160	1.0%	43	1.5%	252	0.7%	
Eating & Drinking Places	15	7.5%	337	13.3%	76	5.5%	1,472	9.1%	139	4.7%	2,601	7.7%	
Miscellaneous Retail	12	6.0%	153	6.0%	70	5.1%	758	4.7%	140	4.7%	1,404	4.2%	
Finance, Insurance, Real Estate Summary	14	7.0%	100	3.9%	102	7.4%	671	4.1%	220	7.4%	1,430	4.3%	
Banks, Savings & Lending Institutions	2	1.0%	14	0.6%	17	1.2%	135	0.8%	40	1.4%	353	1.1%	
Securities Brokers	1	0.5%	3	0.1%	15	1.1%	56	0.3%	27	0.9%	105	0.3%	
Insurance Carriers & Agents	3	1.5%	59	2.3%	20	1.5%	167	1.0%	47	1.6%	287	0.9%	
Real Estate, Holding, Other Investment Offices	7	3.5%	24	0.9%	49	3.6%	314	1.9%	105	3.5%	686	2.0%	
Services Summary	63	31.7%	1,042	41.0%	509	37.1%	7,160	44.1%	1,185	40.0%	15,519	46.2%	
Hotels & Lodging	3	1.5%	52	2.0%	11	0.8%	261	1.6%	26	0.9%	656	2.0%	
Automotive Services	4	2.0%	53	2.1%	38	2.8%	234	1.4%	66	2.2%	350	1.0%	
Motion Pictures & Amusements	8	4.0%	190	7.5%	46	3.4%	882	5.4%	94	3.2%	1,310	3.9%	
Health Services	6	3.0%	132	5.2%	60	4.4%	989	6.1%	133	4.5%	1,906	5.7%	
Legal Services	3	1.5%	12	0.5%	25	1.8%	102	0.6%	62	2.1%	219	0.7%	
Education Institutions & Libraries	1	0.5%	25	1.0%	26	1.9%	653	4.0%	79	2.7%	2,889	8.6%	
Other Services	38	19.1%	578	22.8%	302	22.0%	4,039	24.9%	725	24.5%	8,188	24.4%	
Government	2	1.0%	39	1.5%	44	3.2%	452	2.8%	101	3.4%	1,107	3.3%	
Unclassified Establishments	11	5.5%	1	0.0%	85	6.2%	29	0.2%	197	6.7%	57	0.2%	
Totals	199	100.0%	2,540	100.0%	1,373	100.0%	16,250	100.0%	2,959	100.0%	33,604	100.0%	

Source: Copyright 2019 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2019.

Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

July 17, 2019

Exhibit 2.0e Business Summary



Business Summary

55 Summer St, South Walpole, Massachusetts, 02071 2
 55 Summer St, South Walpole, Massachusetts, 02071
 Rings: 1, 3, 5 mile radii

Prepared by Esri
 Latitude: 42.10472
 Longitude: -71.26385

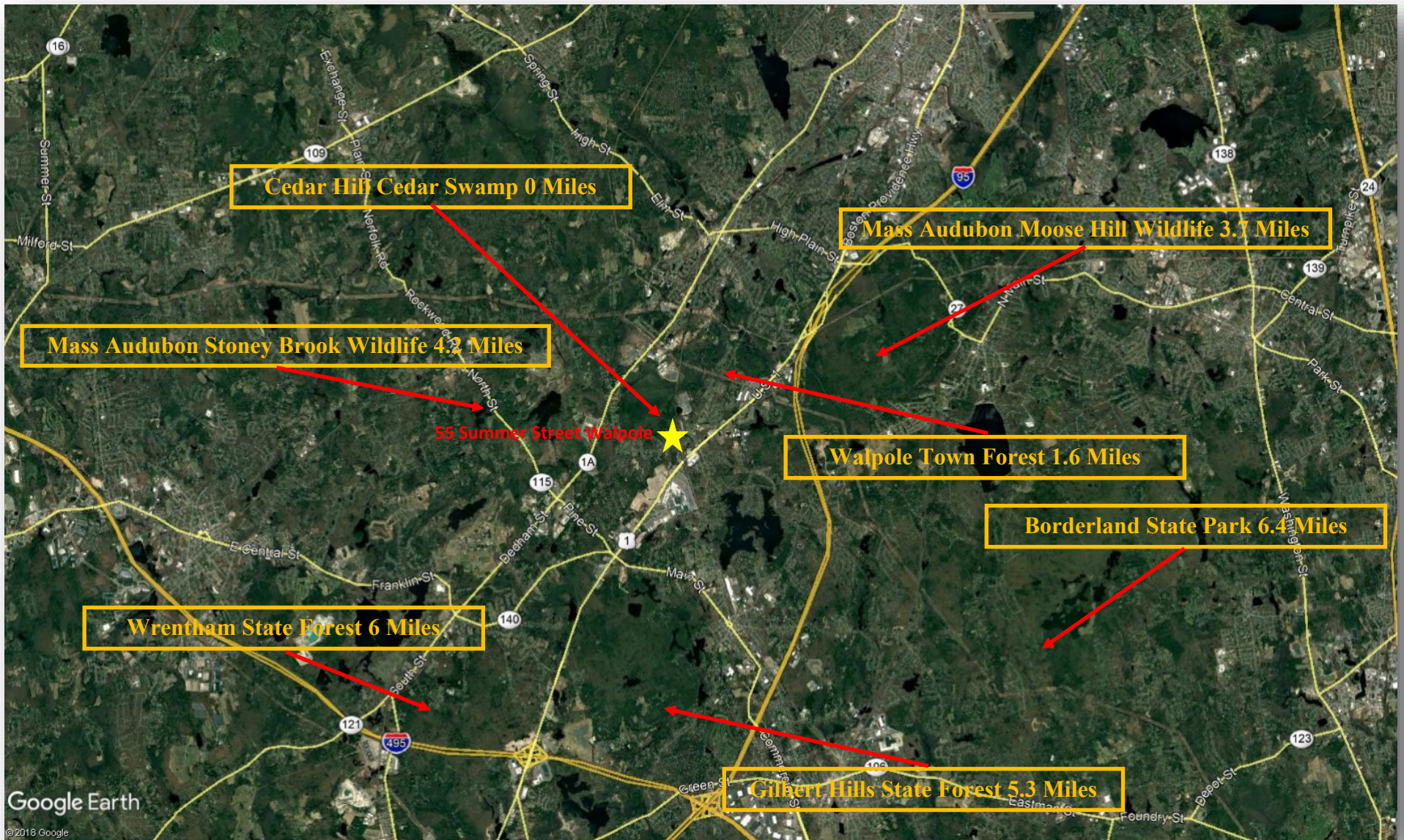
by NAICS Codes	Businesses		Employees		Businesses		Employees		Businesses		Employees	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing & Hunting	0	0.0%	1	0.0%	3	0.2%	5	0.0%	7	0.2%	33	0.1%
Mining	0	0.0%	0	0.0%	2	0.1%	11	0.1%	4	0.1%	28	0.1%
Utilities	0	0.0%	0	0.0%	1	0.1%	10	0.1%	3	0.1%	34	0.1%
Construction	26	13.1%	186	7.3%	163	11.9%	1,138	7.0%	358	12.1%	2,098	6.2%
Manufacturing	7	3.5%	140	5.5%	43	3.1%	1,254	7.7%	98	3.3%	3,377	10.0%
Wholesale Trade	16	8.0%	140	5.5%	76	5.5%	730	4.5%	131	4.4%	1,168	3.5%
Retail Trade	30	15.1%	368	14.5%	180	13.1%	2,260	13.9%	342	11.6%	4,368	13.0%
Motor Vehicle & Parts Dealers	3	1.5%	49	1.9%	19	1.4%	481	3.0%	36	1.2%	729	2.2%
Furniture & Home Furnishings Stores	0	0.0%	5	0.2%	8	0.6%	59	0.4%	16	0.5%	105	0.3%
Electronics & Appliance Stores	3	1.5%	24	0.9%	11	0.8%	72	0.4%	22	0.7%	150	0.4%
Bldg Material & Garden Equipment & Supplies Dealers	6	3.0%	33	1.3%	24	1.7%	204	1.3%	42	1.4%	368	1.1%
Food & Beverage Stores	3	1.5%	54	2.1%	27	2.0%	441	2.7%	50	1.7%	762	2.3%
Health & Personal Care Stores	1	0.5%	21	0.8%	11	0.8%	156	1.0%	24	0.8%	310	0.9%
Gasoline Stations	1	0.5%	7	0.3%	7	0.5%	30	0.2%	18	0.6%	77	0.2%
Clothing & Clothing Accessories Stores	3	1.5%	29	1.1%	14	1.0%	131	0.8%	22	0.7%	212	0.6%
Sport Goods, Hobby, Book, & Music Stores	5	2.5%	79	3.1%	22	1.6%	336	2.1%	39	1.3%	502	1.5%
General Merchandise Stores	1	0.5%	27	1.1%	7	0.5%	112	0.7%	16	0.5%	677	2.0%
Miscellaneous Store Retailers	2	1.0%	21	0.8%	20	1.5%	134	0.8%	43	1.5%	341	1.0%
Nonstore Retailers	2	1.0%	21	0.8%	9	0.7%	103	0.6%	15	0.5%	135	0.4%
Transportation & Warehousing	5	2.5%	91	3.6%	24	1.7%	481	3.0%	45	1.5%	762	2.3%
Information	4	2.0%	44	1.7%	30	2.2%	689	4.2%	73	2.5%	1,809	5.4%
Finance & Insurance	7	3.5%	77	3.0%	54	3.9%	379	2.3%	119	4.0%	783	2.3%
Central Bank/Credit Intermediation & Related Activities	2	1.0%	14	0.6%	17	1.2%	135	0.8%	40	1.4%	353	1.1%
Securities, Commodity Contracts & Other Financial	1	0.5%	4	0.2%	16	1.2%	61	0.4%	29	1.0%	110	0.3%
Insurance Carriers & Related Activities; Funds, Trusts &	3	1.5%	59	2.3%	21	1.5%	184	1.1%	50	1.7%	320	1.0%
Real Estate, Rental & Leasing	7	3.5%	37	1.5%	51	3.7%	386	2.4%	108	3.6%	820	2.4%
Professional, Scientific & Tech Services	18	9.0%	415	16.3%	137	10.0%	2,119	13.0%	318	10.7%	3,278	9.8%
Legal Services	3	1.5%	12	0.5%	25	1.8%	102	0.6%	62	2.1%	219	0.7%
Management of Companies & Enterprises	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Administrative & Support & Waste Management & Remediation	8	4.0%	75	3.0%	68	5.0%	546	3.4%	137	4.6%	1,109	3.3%
Educational Services	2	1.0%	24	0.9%	31	2.3%	660	4.1%	94	3.2%	2,905	8.6%
Health Care & Social Assistance	10	5.0%	200	7.9%	92	6.7%	1,610	9.9%	210	7.1%	3,292	9.8%
Arts, Entertainment & Recreation	7	3.5%	169	6.7%	37	2.7%	782	4.8%	75	2.5%	1,196	3.6%
Accommodation & Food Services	21	10.6%	419	16.5%	98	7.1%	1,858	11.4%	184	6.2%	3,460	10.3%
Accommodation	3	1.5%	52	2.0%	11	0.8%	261	1.6%	26	0.9%	656	2.0%
Food Services & Drinking Places	18	9.0%	367	14.4%	87	6.3%	1,597	9.8%	158	5.3%	2,803	8.3%
Other Services (except Public Administration)	16	8.0%	111	4.4%	156	11.4%	850	5.2%	354	12.0%	1,908	5.7%
Automotive Repair & Maintenance	3	1.5%	50	2.0%	33	2.4%	221	1.4%	56	1.9%	325	1.0%
Public Administration	2	1.0%	39	1.5%	44	3.2%	452	2.8%	101	3.4%	1,119	3.3%
Unclassified Establishments	11	5.5%	1	0.0%	85	6.2%	29	0.2%	197	6.7%	57	0.2%
Total	199	100.0%	2,540	100.0%	1,373	100.0%	16,250	100.0%	2,959	100.0%	33,604	100.0%

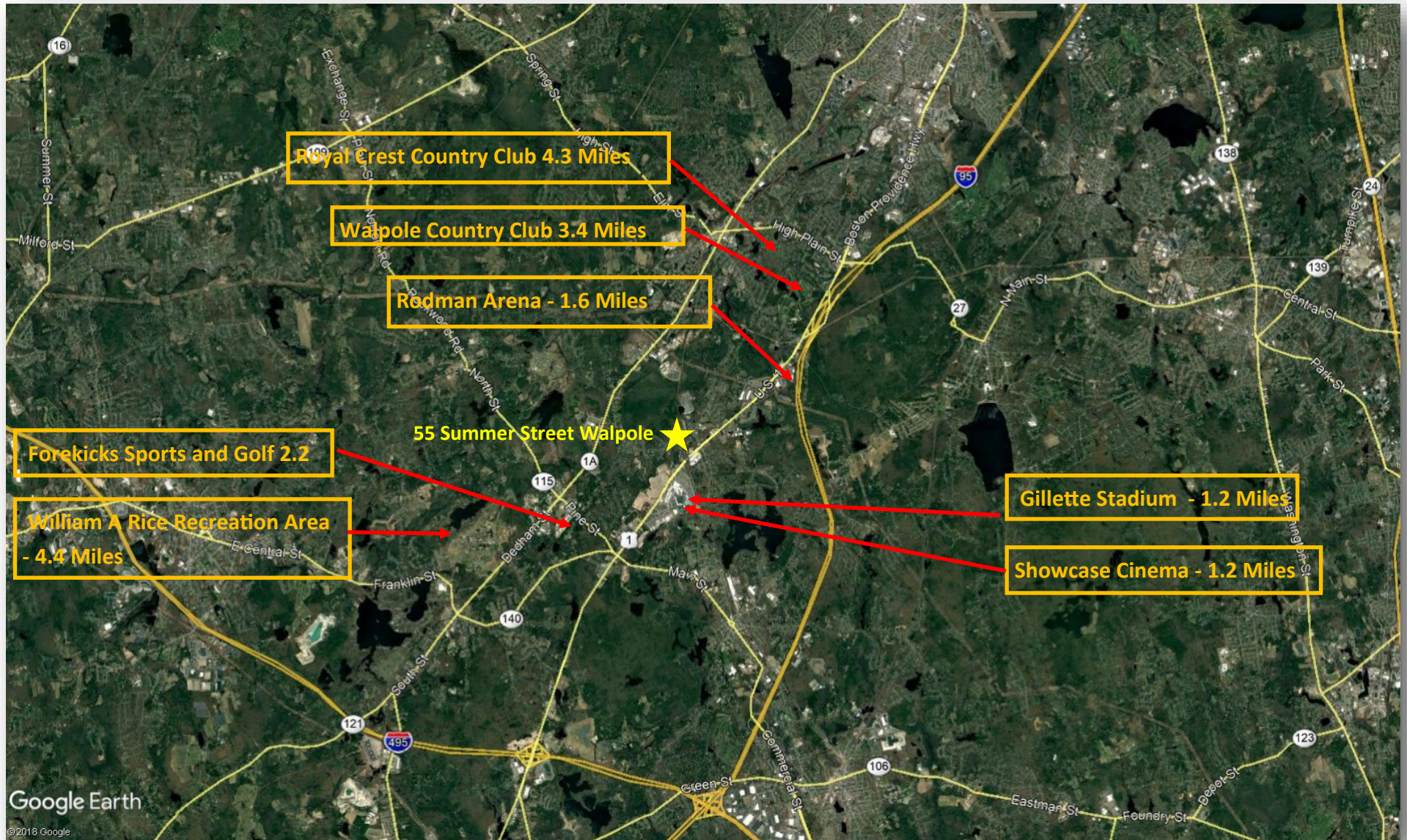
Source: Copyright 2019 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2019.

Date Note: Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

July 17, 2019

Exhibit 2.0e Business Summary





Providence Baptist Church

80 Boardman Street Norfolk, MA 02056

Denomination : Baptist

Distance: 4.1 miles

Saint Jude Catholic Church

86 Main Street Norfolk, MA 02056

Denomination : Catholic

Distance: 3.4 Miles

ALL NATIONS WORSHIP CENTER

429 MAIN STREET (PO BOX 291) Walpole, MA 02081 US

Denomination : Full Gospel

Distance: 4.8 Miles

UNITED CHURCH IN WALPOLE

30 COMMON STREET Walpole, MA 02081 US

Denomination : United Church of Christ

Distance: 3.3 Miles

EPIPHANY EPISCOPAL CHURCH

62 FRONT STREET Walpole, MA 02081 US

Denomination : Episcopal

Distance: 3.4 Miles

UNION CONGREGATIONAL CHURCH

55 RHOADES AVENUE Walpole, MA 02081 US

Denomination : Congregational

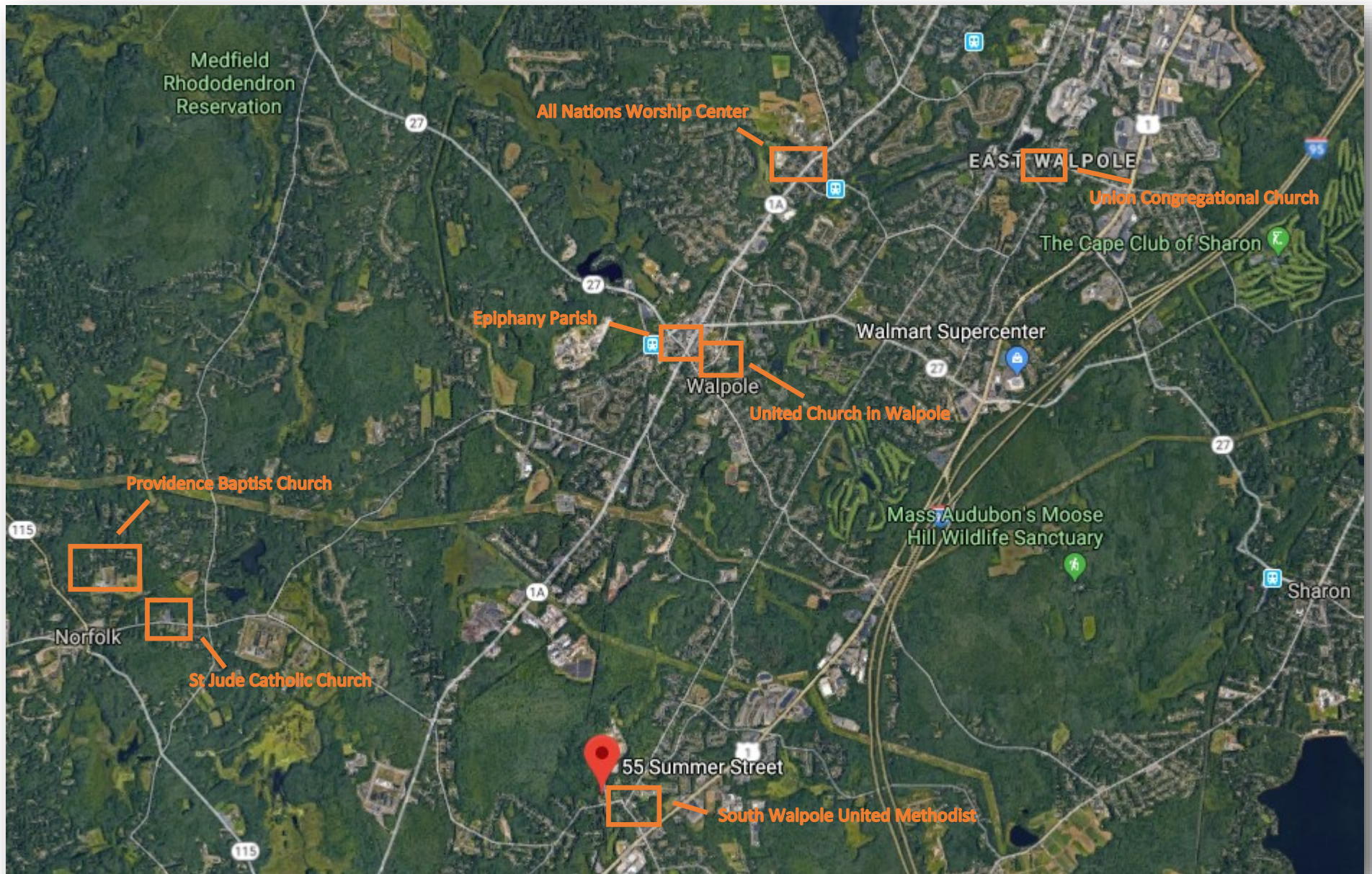
Distance: 4.8 Miles

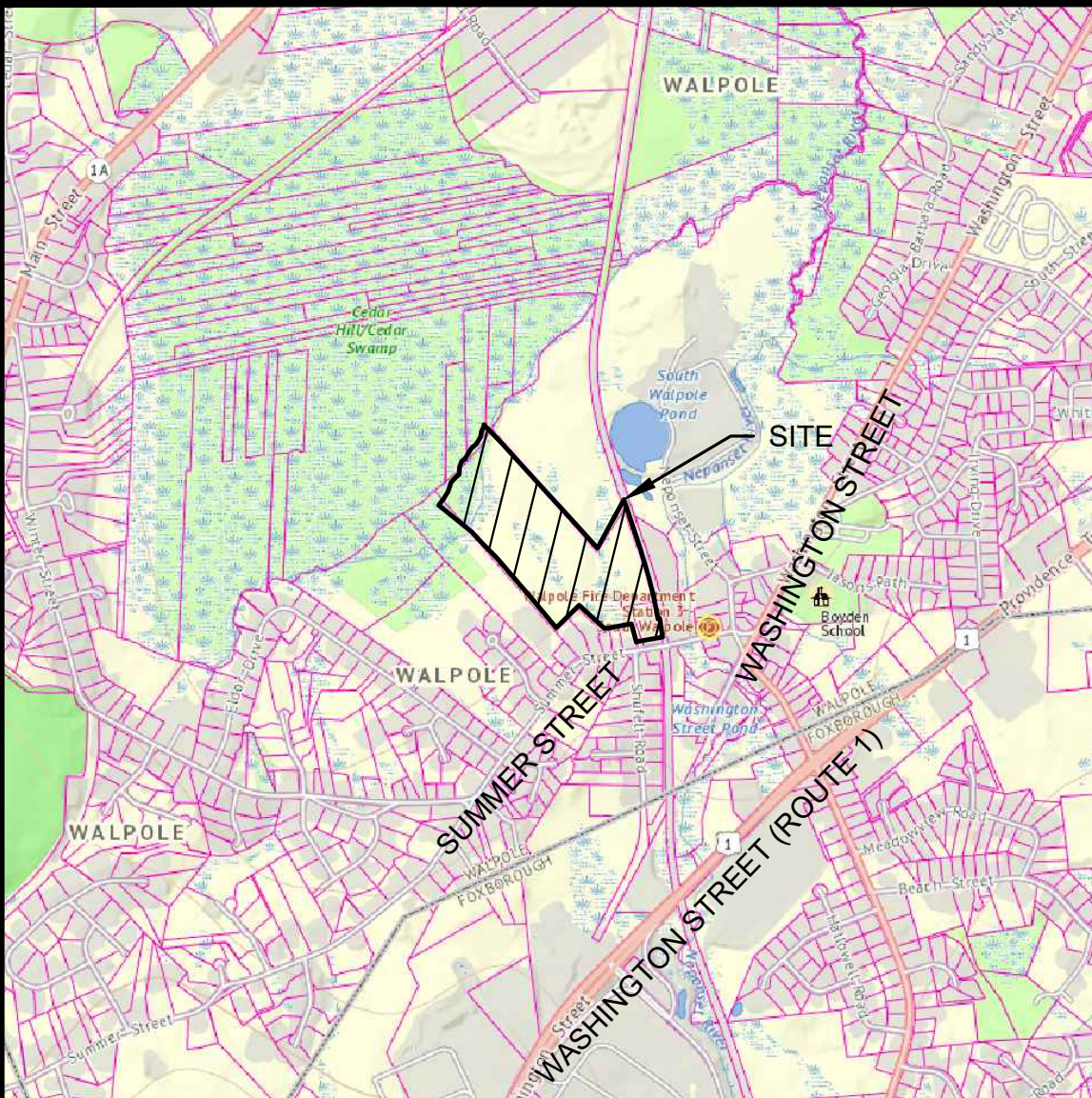
UNITED METHODIST CHURCH AT SOUTH WALPOLE

1886 WASHINGTON Walpole, MA 02081 US

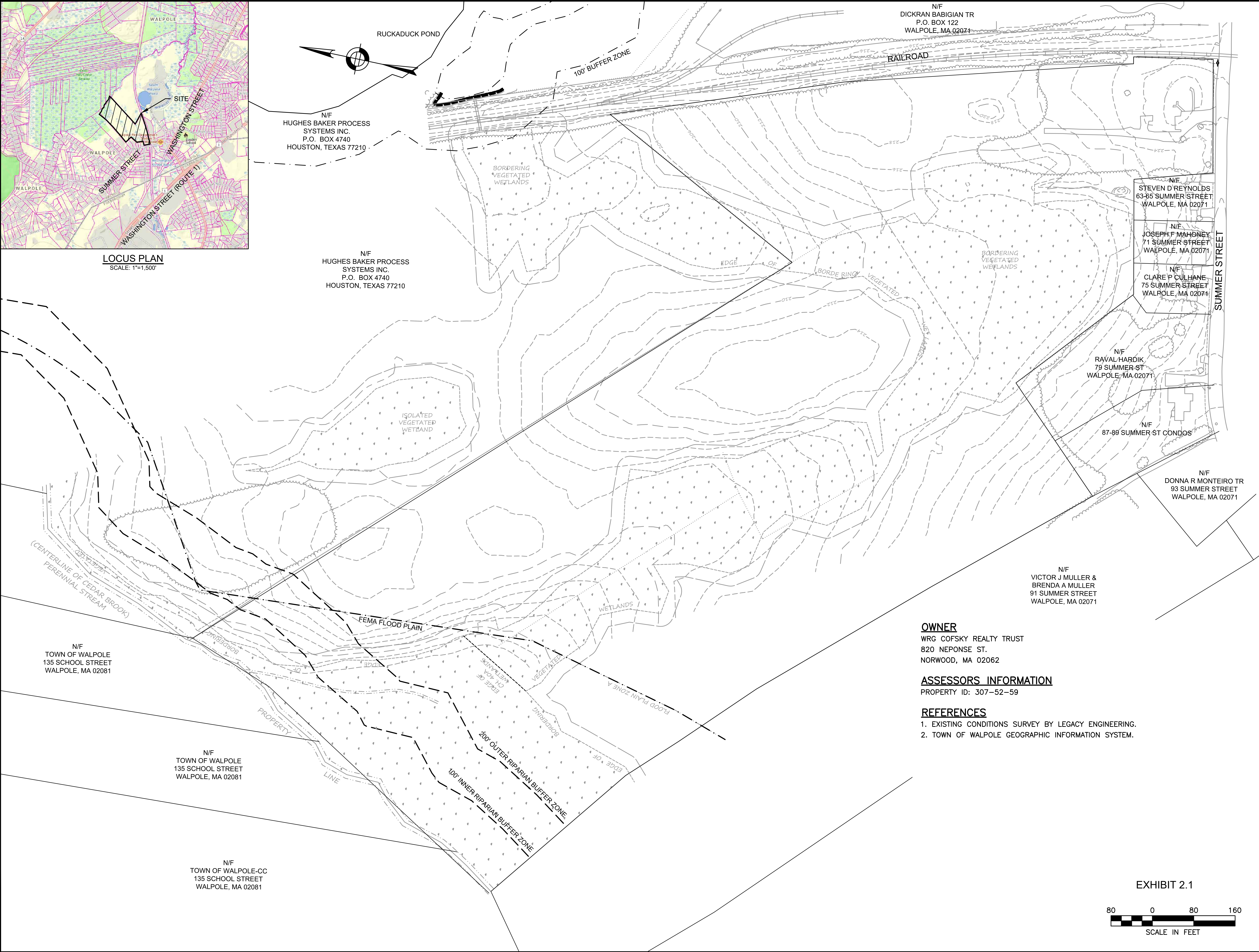
Denomination : United Methodist

Distance: less than ½ Mile





LOCUS PLAN
SCALE: 1"=1,500'



HOWARD STEIN HUDSON

114 Turnpike Road, Suite 2C
Chelmsford, MA 01824
www.hshassoc.com

PREPARED FOR:

DAVID HALE
OMNI PROPERTIES
6 LYBERTY WAY., SUITE 203
WESTFORD, MA 01886

PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA

REVISIONS:

NO	BY	DATE	DESCRIPTION

PRELIMINARY SITE
PLAN

EXISTING
CONDITIONS
PLAN

DATE:	AUGUST 30, 2019
PROJECT NUMBER:	19097
DESIGNED BY:	KE/KF
DRAWN BY:	KF
CHECKED BY:	KE

N/F
DICKRAN BABIGIAN TR
P.O. BOX 122
WALPOLE, MA 02071

RUCKADUCK POND

N/F
HUGHES BAKER PROCESS
SYSTEMS INC.
P.O. BOX 4740
HOUSTON, TEXAS 77210

N/F
HUGHES BAKER PROCESS
SYSTEMS INC.
P.O. BOX 4740
HOUSTON, TEXAS 77210

N/F
STEVEN D REYNOLDS
63-65 SUMMER STREET
WALPOLE, MA 02071

N/F
JOSEPH F MAHONEY
71 SUMMER STREET
WALPOLE, MA 02071

N/F
CLARE P CULHANE
75 SUMMER STREET
WALPOLE, MA 02071

N/F
RAVAL HARDIK
79 SUMMER ST
WALPOLE, MA 02071

N/F
87-89 SUMMER ST CONDOS

N/F
DONNA R MONTEIRO TR
93 SUMMER STREET
WALPOLE, MA 02071

N/F
VICTOR J MULLER &
BRENDA A MULLER
91 SUMMER STREET
WALPOLE, MA 02071

OWNER
WRG COFSKY REALTY TRUST
820 NEPONSE ST.
NORWOOD, MA 02062

ASSESSORS INFORMATION
PROPERTY ID: 307-52-59

REFERENCES
1. EXISTING CONDITIONS SURVEY BY LEGACY ENGINEERING.
2. TOWN OF WALPOLE GEOGRAPHIC INFORMATION SYSTEM.

EXHIBIT 2.1



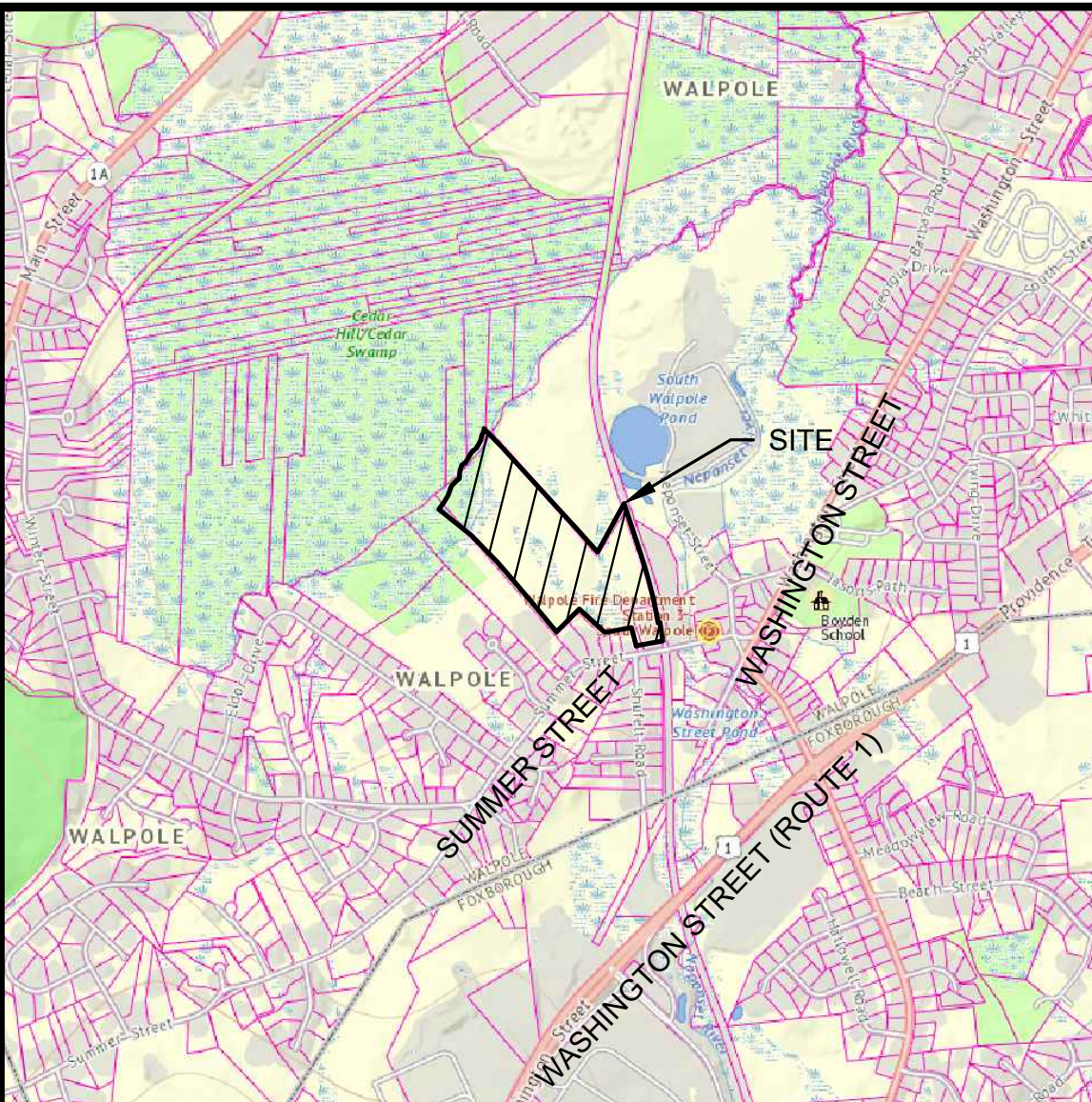




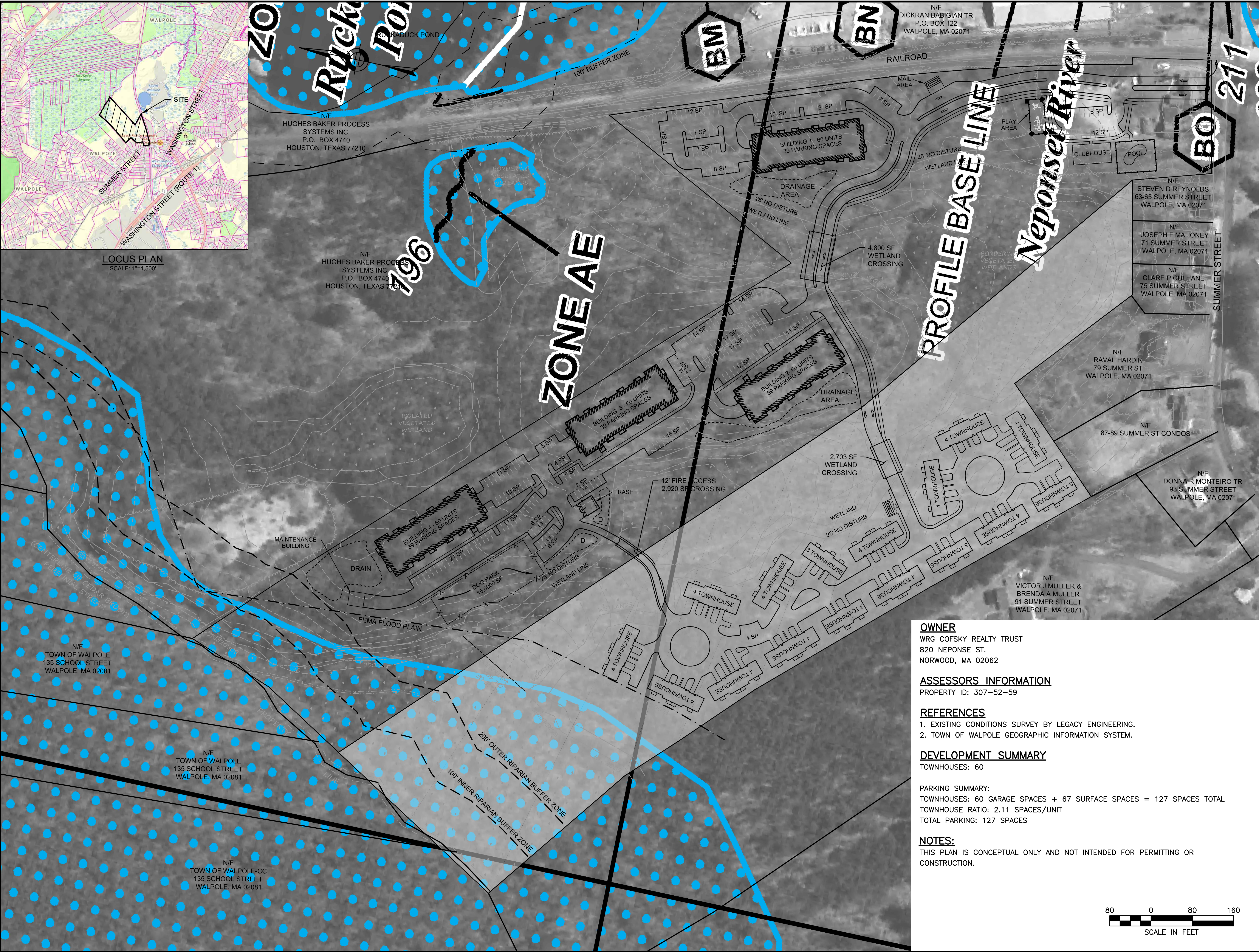


Site Entrance





LOCUS PLAN
SCALE: 1"=1,500'



OWNER
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NORWOOD, MA 02062

ASSESSORS INFORMATION
PROPERTY ID: 307-52-59

REFERENCES
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2. TOWN OF WALPOLE GEOGRAPHIC INFORMATION SYSTEM.

DEVELOPMENT SUMMARY
TOWNHOUSES: 60

PARKING SUMMARY:
TOWNHOUSES: 60 GARAGE SPACES + 67 SURFACE SPACES = 127 SPACES TOTAL
TOWNHOUSE RATIO: 2.11 SPACES/UNIT
TOTAL PARKING: 127 SPACES

NOTES:
THIS PLAN IS CONCEPTUAL ONLY AND NOT INTENDED FOR PERMITTING OR CONSTRUCTION.



HOWARD STEIN HUDSON
114 Turnpike Road, Suite 2C
Chelmsford, MA 01824
www.hshassoc.com

PREPARED FOR:
DAVID HALE
OMNI PROPERTIES
6 LYBERTY WAY., SUITE 203
WESTFORD, MA 01886

**PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA**

REVISIONS:

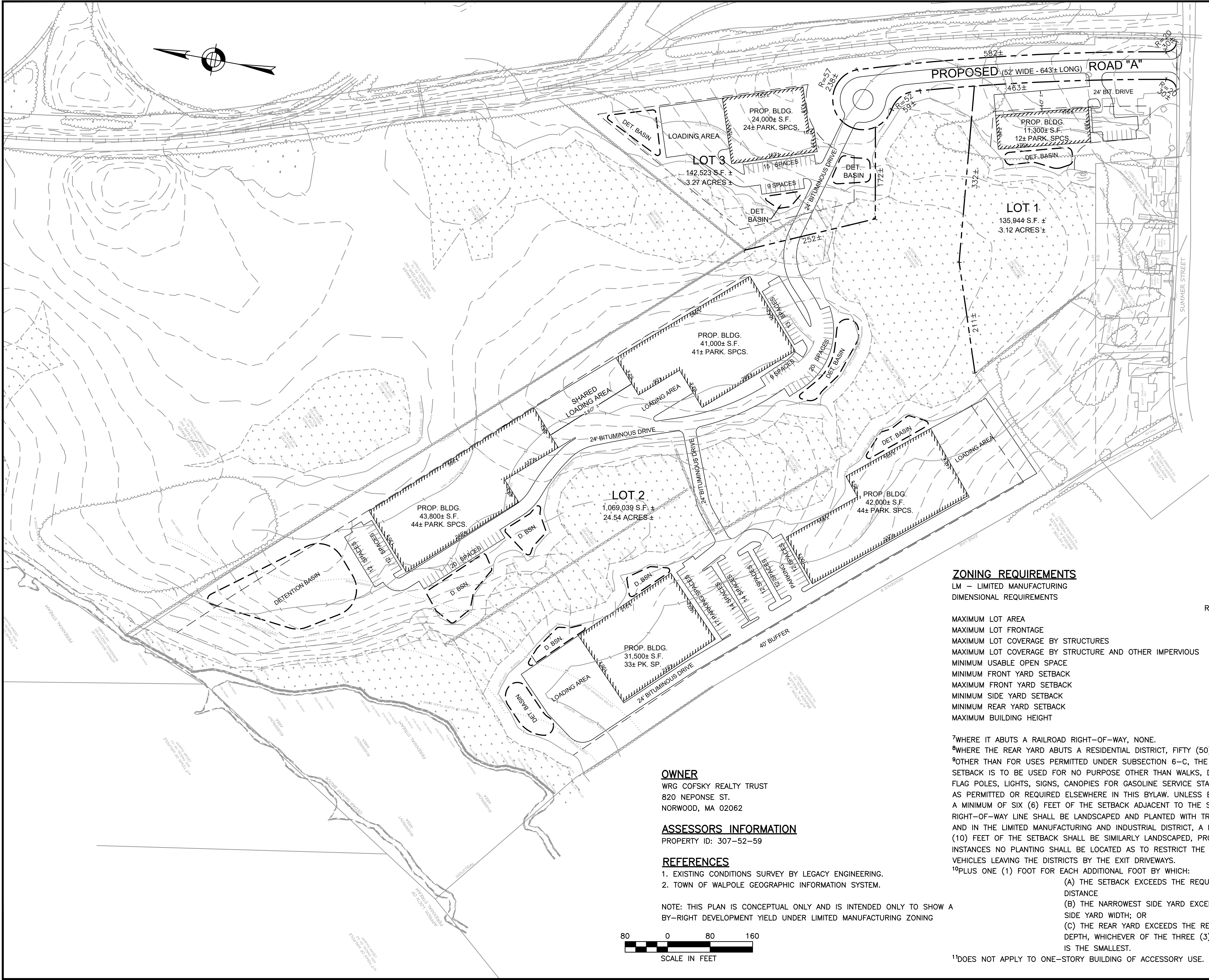
NO	BY	DATE	DESCRIPTION

EXHIBIT 2.4

PRELIMINARY SITE
PLAN

**CEDAR EDGE
CONDOMINIUM
FEMA EXHIBIT**

DATE:	AUGUST 30, 2019
PROJECT NUMBER:	19097
DESIGNED BY:	KE/KF
DRAWN BY:	KF
CHECKED BY:	KE



OWNER
WRG COFSKY REALTY TRUST
820 NEPONSE ST.
NORWOOD, MA 02062

ASSESSORS INFORMATION
PROPERTY ID: 307-52-59

- REFERENCES**
1. EXISTING CONDITIONS SURVEY BY LEGACY ENGINEERING.
 2. TOWN OF WALPOLE GEOGRAPHIC INFORMATION SYSTEM.

NOTE: THIS PLAN IS CONCEPTUAL ONLY AND IS INTENDED ONLY TO SHOW A BY-RIGHT DEVELOPMENT YIELD UNDER LIMITED MANUFACTURING ZONING



ZONING REQUIREMENTS
LM — LIMITED MANUFACTURING
DIMENSIONAL REQUIREMENTS

	REQUIREMENT
MAXIMUM LOT AREA	40,000
MAXIMUM LOT FRONTAGE	200 FT ¹¹
MAXIMUM LOT COVERAGE BY STRUCTURES	35%
MAXIMUM LOT COVERAGE BY STRUCTURE AND OTHER IMPERVIOUS	70%
MINIMUM USABLE OPEN SPACE	NA
MINIMUM FRONT YARD SETBACK	50 ⁹
MAXIMUM FRONT YARD SETBACK	NA
MINIMUM SIDE YARD SETBACK	40 ⁷
MINIMUM REAR YARD SETBACK	25 ^{7,8}
MAXIMUM BUILDING HEIGHT	40 FT

- ⁷WHERE IT ABUTS A RAILROAD RIGHT-OF-WAY, NONE.
⁸WHERE THE REAR YARD ABUTS A RESIDENTIAL DISTRICT, FIFTY (50) FEET.
⁹OTHER THAN FOR USES PERMITTED UNDER SUBSECTION 6-C, THE FRONT YARD SETBACK IS TO BE USED FOR NO PURPOSE OTHER THAN WALKS, DRIVES, LANDSCAPING, FLAG POLES, LIGHTS, SIGNS, CANOPIES FOR GASOLINE SERVICE STATIONS AND FENCES AS PERMITTED OR REQUIRED ELSEWHERE IN THIS BYLAW. UNLESS ELSEWHERE PROVIDED, A MINIMUM OF SIX (6) FEET OF THE SETBACK ADJACENT TO THE STREET RIGHT-OF-WAY LINE SHALL BE LANDSCAPED AND PLANTED WITH TREES AND SHRUBS AND IN THE LIMITED MANUFACTURING AND INDUSTRIAL DISTRICT, A MINIMUM OF TEN (10) FEET OF THE SETBACK SHALL BE SIMILARLY LANDSCAPED, PROVIDING IN BOTH INSTANCES NO PLANTING SHALL BE LOCATED AS TO RESTRICT THE VISIBILITY OF VEHICLES LEAVING THE DISTRICTS BY THE EXIT DRIVEWAYS.
¹⁰PLUS ONE (1) FOOT FOR EACH ADDITIONAL FOOT BY WHICH:
(A) THE SETBACK EXCEEDS THE REQUIRED SETBACK DISTANCE
(B) THE NARROWEST SIDE YARD EXCEEDS THE REQUIRED SIDE YARD WIDTH; OR
(C) THE REAR YARD EXCEEDS THE REQUIRED REAR YARD DEPTH, WHICHEVER OF THE THREE (3) ADDITIONAL DISTANCES IS THE SMALLEST.
¹¹DOES NOT APPLY TO ONE-STORY BUILDING OF ACCESSORY USE.



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Chelmsford, MA 01824
www.hshassoc.com

PREPARED FOR:
DAVE HALE
OMNI PROPERTIES
6 LYBERTY WAY SUITE 203
WESTFORD MA, 01886

BY RIGHT PLAN
51-53-55 SUMMER STREET
WALPOLE MA

REVISIONS:			
NO	BY	DATE	DESCRIPTION

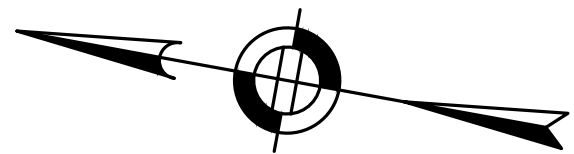
UPDATED SEE 2.5
Supplemental
EXHIBIT 2.5

CONCEPTUAL
SUBDIVISION

BY RIGHT
SUBDIVISION PLAN

DATE:	8/30/19
PROJECT NUMBER:	19097
DESIGNED BY:	PB
DRAWN BY:	PB
CHECKED BY:	KE

C.1



HOWARD STEIN HUDSON

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Chelmsford, MA 01824
www.hshassoc.com

PREPARED FOR:
DAVE HALE
OMNI PROPERTIES
6 LYBERTY WAY SUITE 203
WESTFORD MA, 01886

BY RIGHT PLAN
51-53-55 SUMMER STREET
WALPOLE MA

REVISIONS:

NO	BY	DATE	DESCRIPTION

Exhibit 2.5
Supplemental

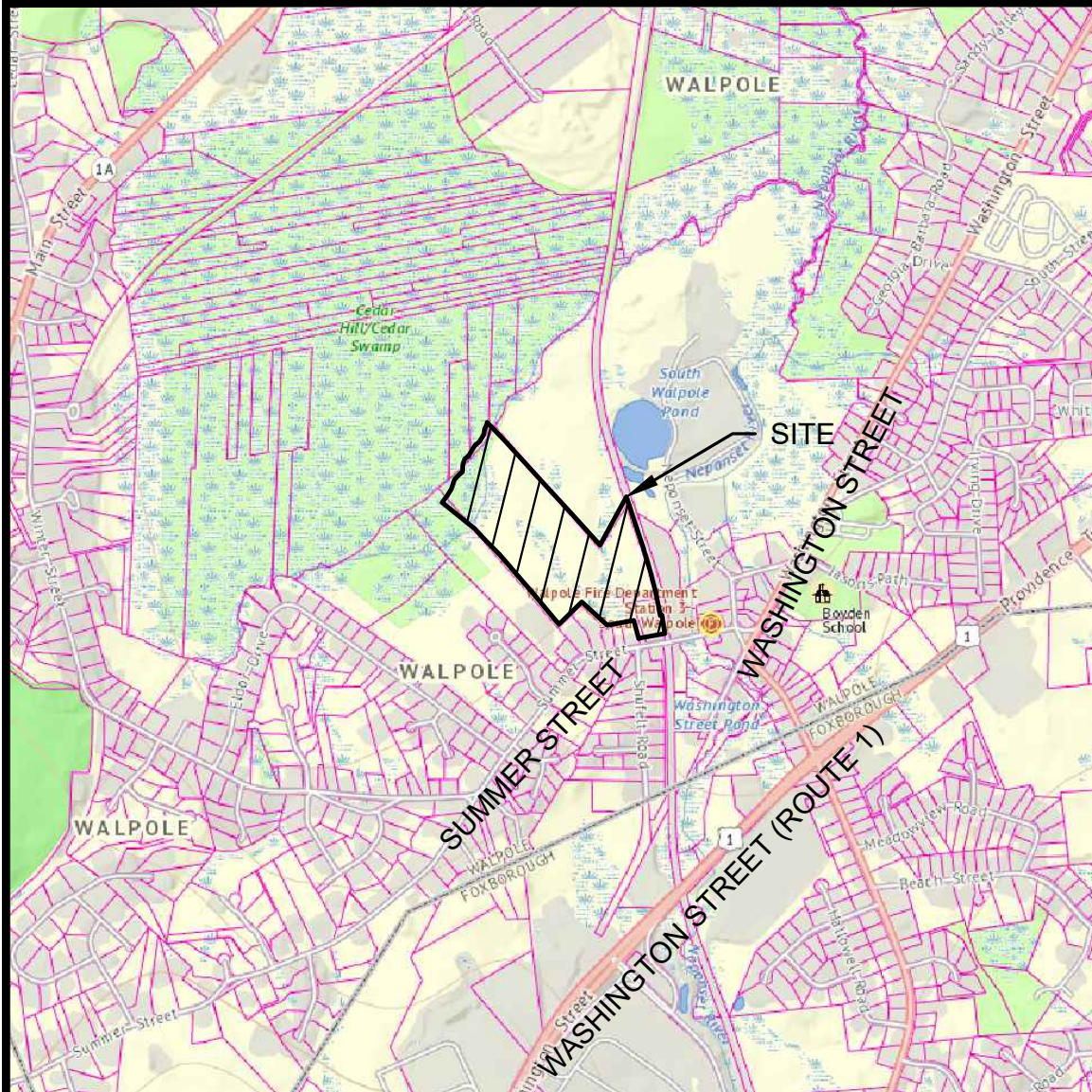
BY RIGHT PLAN

DATE:	8/30/19
PROJECT NUMBER:	19097
DESIGNED BY:	PB
DRAWN BY:	PB
CHECKED BY:	KE

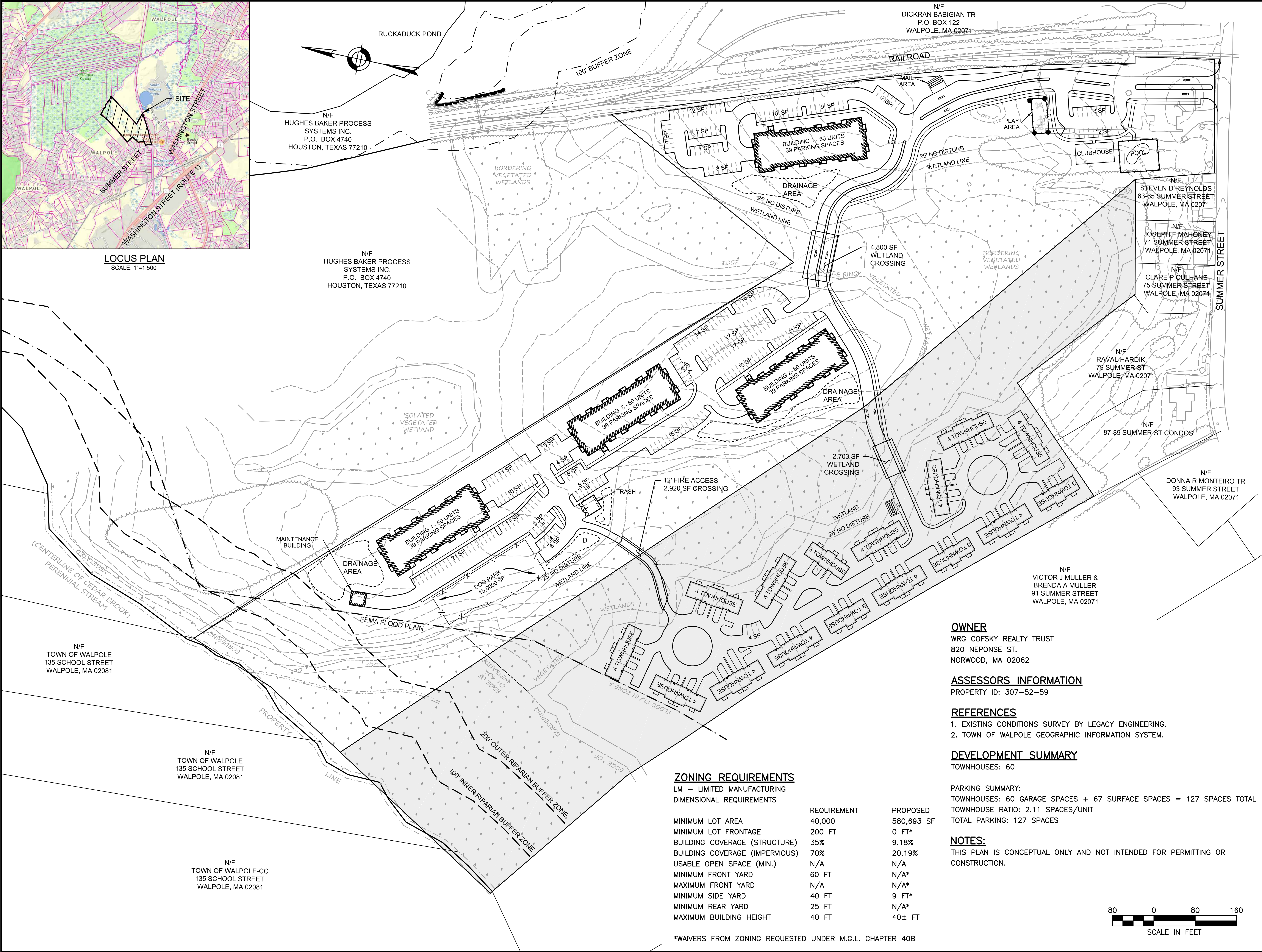
C.1

SHEET 1 OF 1





LOCUS PLAN
SCALE: 1"=1,500'



ZONING REQUIREMENTS

LM - LIMITED MANUFACTURING
DIMENSIONAL REQUIREMENTS

	REQUIREMENT	PROPOSED
MINIMUM LOT AREA	40,000	580,693 SF
MINIMUM LOT FRONTAGE	200 FT	0 FT*
BUILDING COVERAGE (STRUCTURE)	35%	9.18%
BUILDING COVERAGE (IMPERVIOUS)	70%	20.19%
USABLE OPEN SPACE (MIN.)	N/A	N/A
MINIMUM FRONT YARD	60 FT	N/A*
MAXIMUM FRONT YARD	N/A	N/A*
MINIMUM SIDE YARD	40 FT	9 FT*
MINIMUM REAR YARD	25 FT	N/A*
MAXIMUM BUILDING HEIGHT	40 FT	40± FT

*WAIVERS FROM ZONING REQUESTED UNDER M.G.L. CHAPTER 40B

OWNER

WRG COFSKY REALTY TRUST
820 NEPONSE ST.
NORWOOD, MA 02062

ASSESSORS INFORMATION

PROPERTY ID: 307-52-59

REFERENCES

1. EXISTING CONDITIONS SURVEY BY LEGACY ENGINEERING.
2. TOWN OF WALPOLE GEOGRAPHIC INFORMATION SYSTEM.

DEVELOPMENT SUMMARY

TOWNHOUSES: 60

PARKING SUMMARY:
TOWNHOUSES: 60 GARAGE SPACES + 67 SURFACE SPACES = 127 SPACES TOTAL
TOWNHOUSE RATIO: 2.11 SPACES/UNIT
TOTAL PARKING: 127 SPACES

NOTES:

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**PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA**

REVISIONS:

NO	BY	DATE	DESCRIPTION

EXHIBIT 3.1
**UPDATED SEE 3.1
Supplemental**

PRELIMINARY SITE
PLAN

**CEDAR EDGE
CONDOMINIUM
LOCUS PLAN**

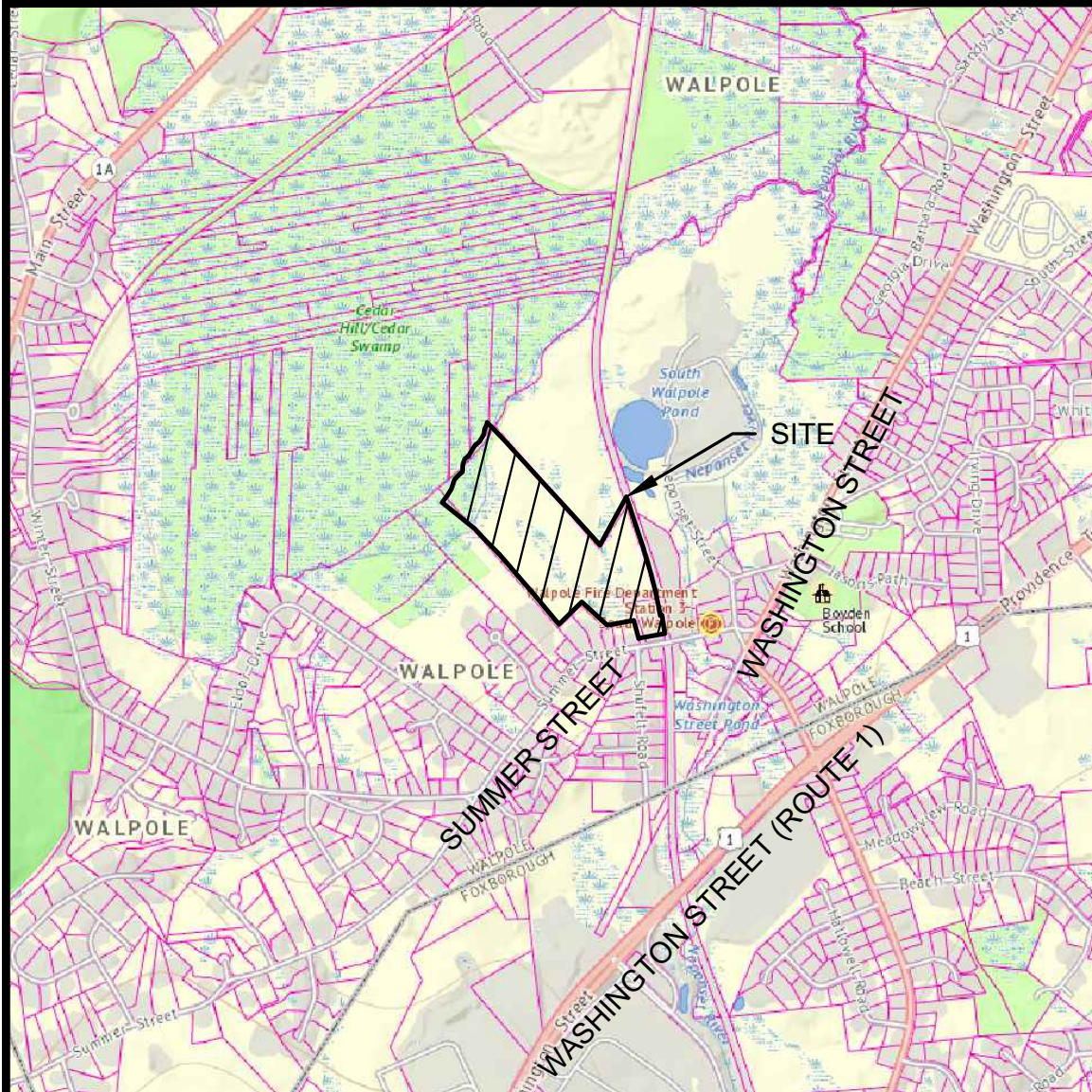
DATE: AUGUST 30, 2019

PROJECT NUMBER: 19097

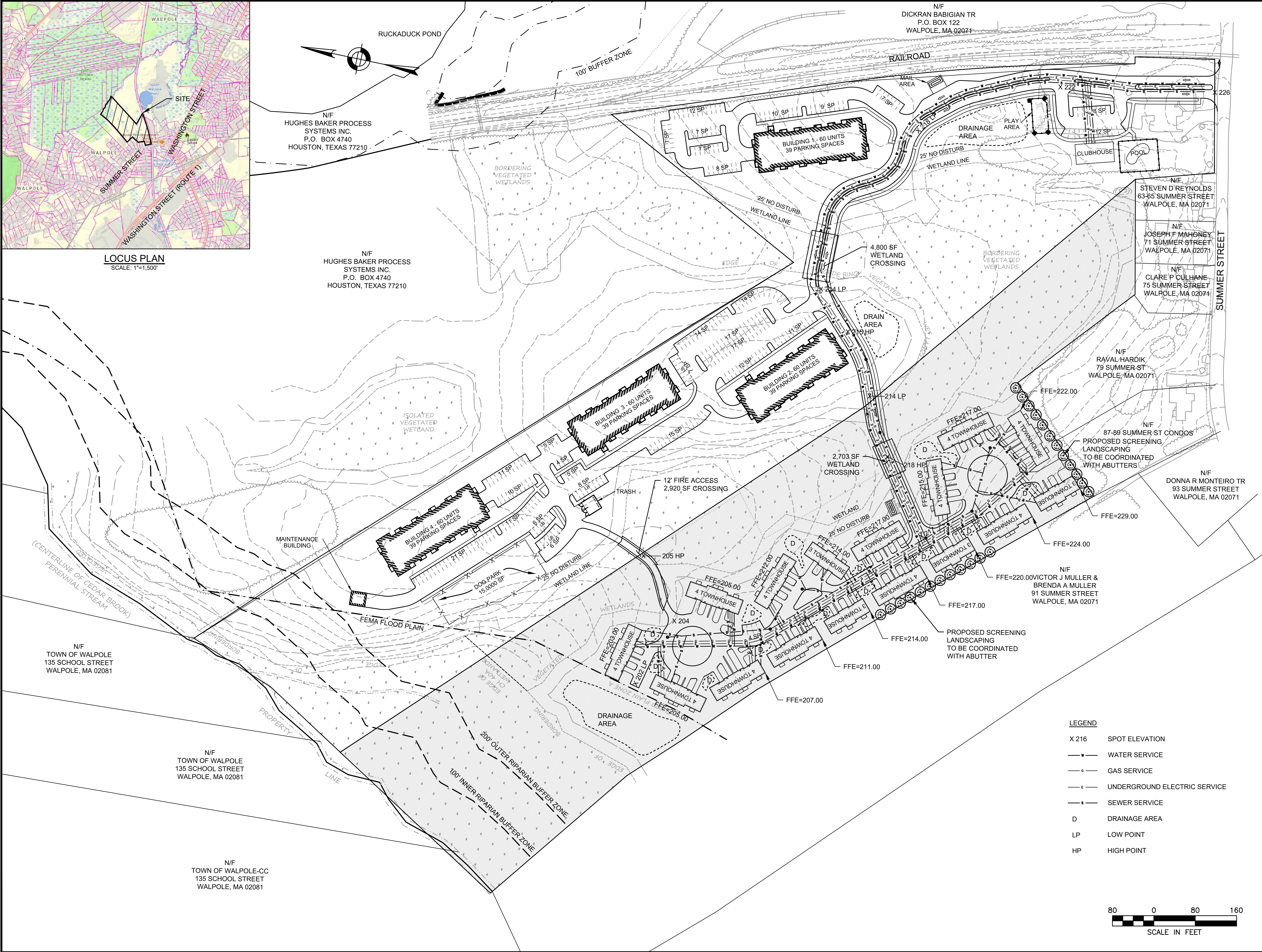
DESIGNED BY: KE/KF

DRAWN BY: KF

CHECKED BY: KE



LOCUS PLAN
SCALE: 1"=1,500'



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Chelmsford, MA 01824
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PREPARED FOR:

DAVID HALE
OMNI PROPERTIES
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WESTFORD, MA 01886

PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA

REVISIONS:

NO	BY	DATE	DESCRIPTION

EXHIBIT 3.1

PRELIMINARY SITE PLAN

CEDAR EDGE
CONDOMINIUMS

DATE: AUGUST 30, 2019

PROJECT NUMBER: 19097

DESIGNED BY: KE/KF

DRAWN BY: KF

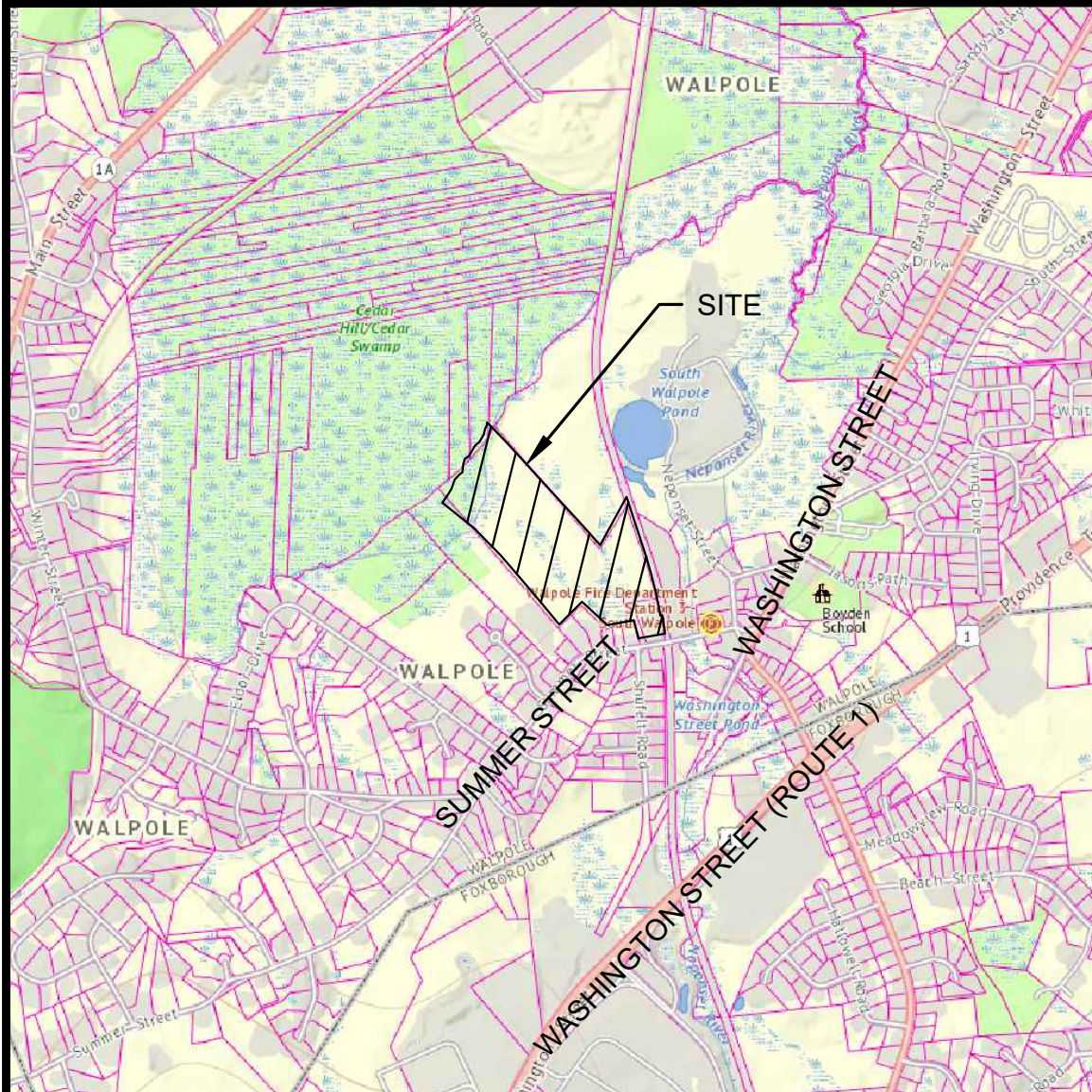
CHECKED BY: KE

2

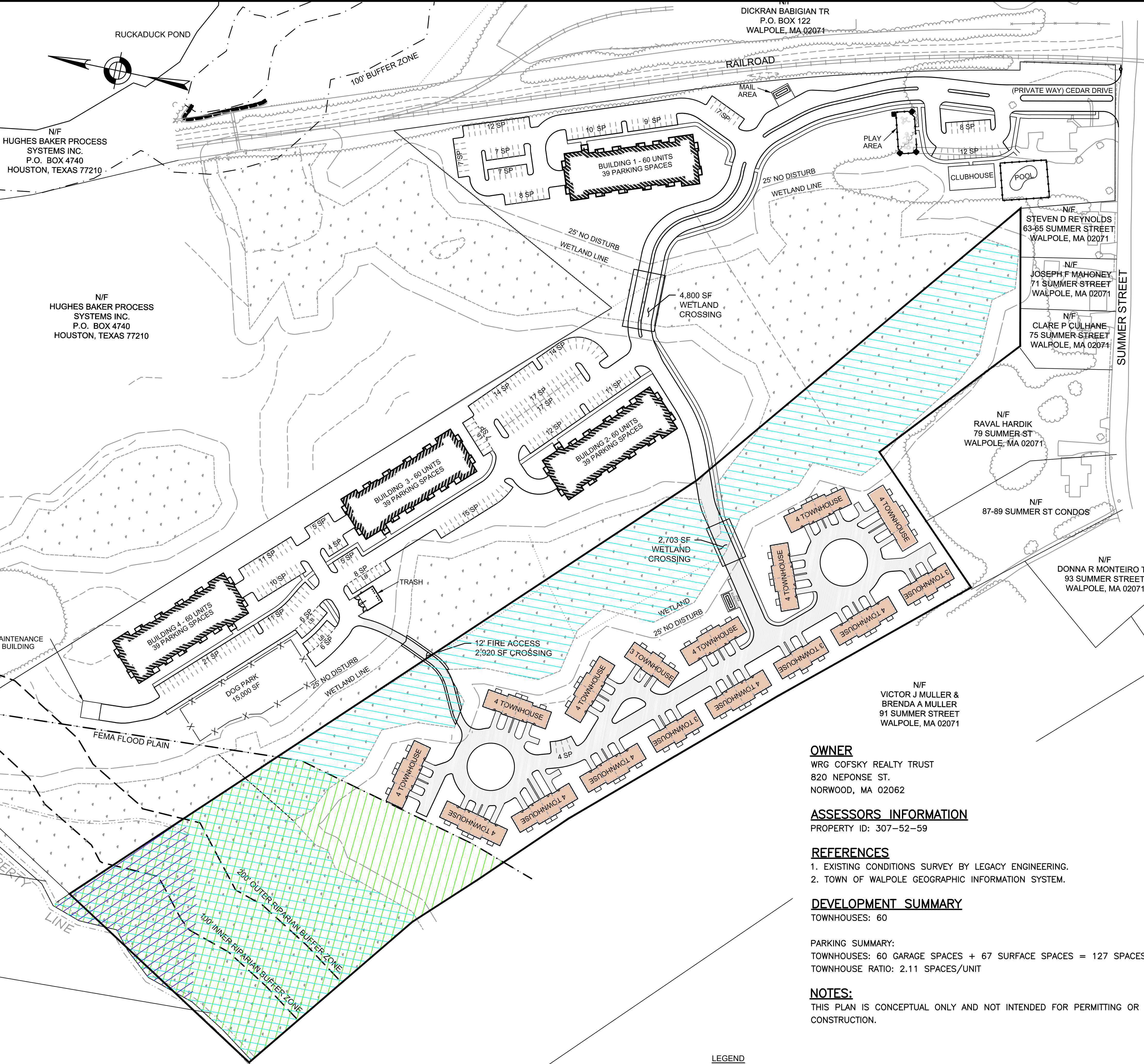
SHEET 2 OF 2

- LEGEND
- X 216 SPOT ELEVATION
 - WATER SERVICE
 - GAS SERVICE
 - UNDERGROUND ELECTRIC SERVICE
 - SEWER SERVICE
 - D DRAINAGE AREA
 - LP LOW POINT
 - HP HIGH POINT





LOCUS MAP
SCALE: 1"=1500'



OWNER
WRG COFSKY REALTY TRUST
820 NEPONSE ST.
NORWOOD, MA 02062

ASSESSORS INFORMATION
PROPERTY ID: 307-52-59

REFERENCES
1. EXISTING CONDITIONS SURVEY BY LEGACY ENGINEERING.
2. TOWN OF WALPOLE GEOGRAPHIC INFORMATION SYSTEM.

DEVELOPMENT SUMMARY
TOWNHOUSES: 60

PARKING SUMMARY:
TOWNHOUSES: 60 GARAGE SPACES + 67 SURFACE SPACES = 127 SPACES TOTAL
TOWNHOUSE RATIO: 2.11 SPACES/UNIT

NOTES:
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LEGEND

- PAVEMENT
- BUILDINGS
- FEMA FLOOD PLAIN
- WETLANDS
- RARE SPECIES



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PREPARED FOR:
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WESTFORD, MA 01886

**PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA**

REVISIONS:

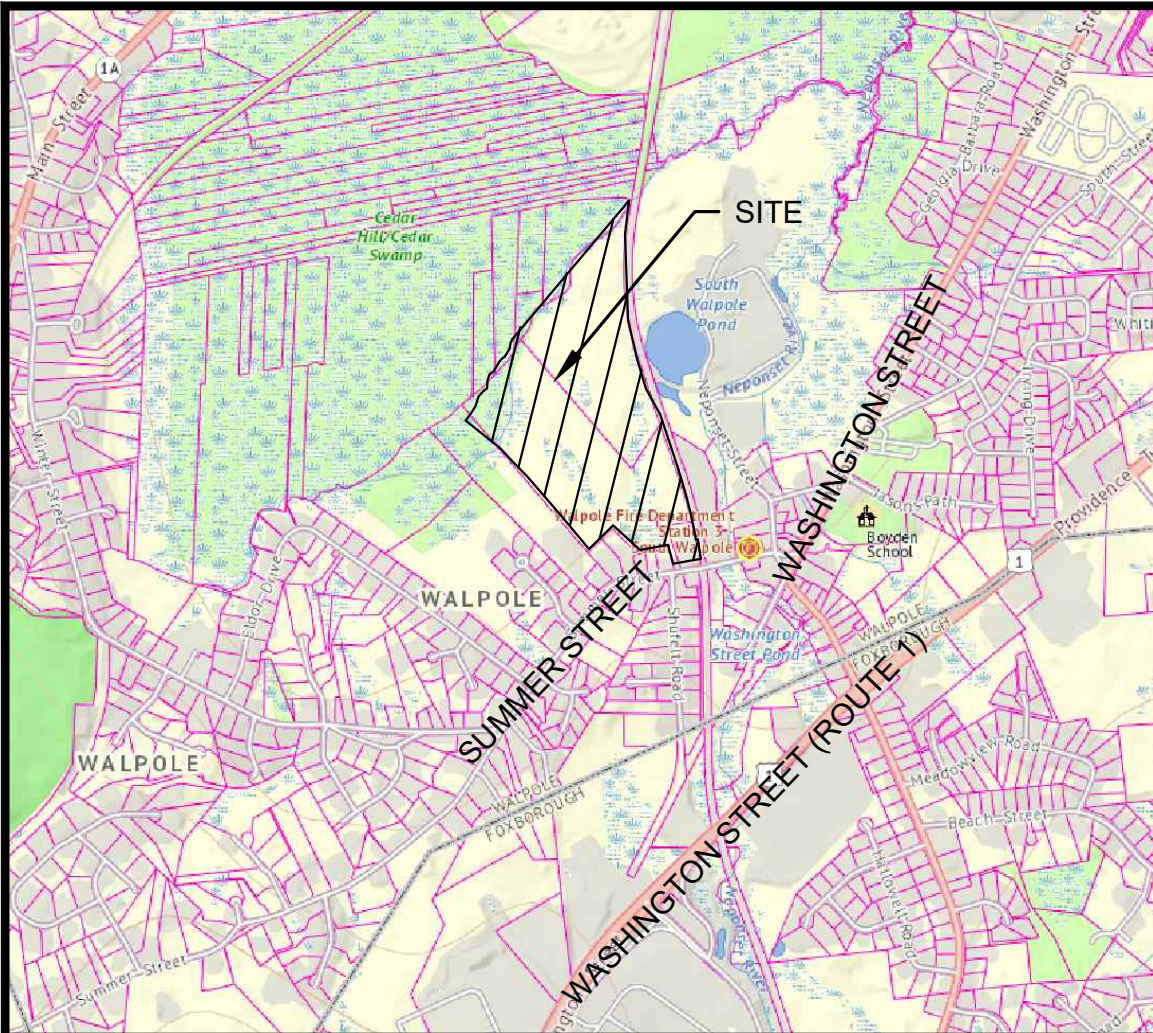
NO	BY	DATE	DESCRIPTION

EXHIBIT 3.1

PRELIMINARY SITE PLAN

**DEVELOPMENT
AREAS EXHIBIT
CEDAR EDGE
CONDOMINIUMS**

DATE:	AUGUST 30, 2019
PROJECT NUMBER:	19097
DESIGNED BY:	KE/KF
DRAWN BY:	KF
CHECKED BY:	KE



LOCUS MAP
SCALE: 1"=1500'

OWNER
WRG COFSKY REALTY TRUST
820 NEPONSE ST.
NORWOOD, MA 02062

55 SS LLC
6 LYBERTY WAY
WESTFORD, MA 01886

ASSESSORS INFORMATION
PROPERTY ID: 307-52-59

- REFERENCES**
- EXISTING CONDITIONS SURVEY BY LEGACY ENGINEERING.
 - TOWN OF WALPOLE GEOGRAPHIC INFORMATION SYSTEM.

DEVELOPMENT SUMMARY
SINGLE FAMILY HOUSES: 60
PARKING SUMMARY:
SINGLE FAMILY HOUSES : 120 GARAGE SPACES + 120 SURFACE SPACES =
240 SPACES TOTAL

NOTES:
THIS PLAN IS CONCEPTUAL ONLY AND NOT INTENDED FOR PERMITTING OR CONSTRUCTION.



- LEGEND**
- PAVEMENT
 - BUILDINGS
 - FEMA FLOOD PLAIN
 - WETLANDS
 - RARE SPECIES

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PREPARED FOR:
DAVID HALE
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WESTFORD, MA 01886

PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA

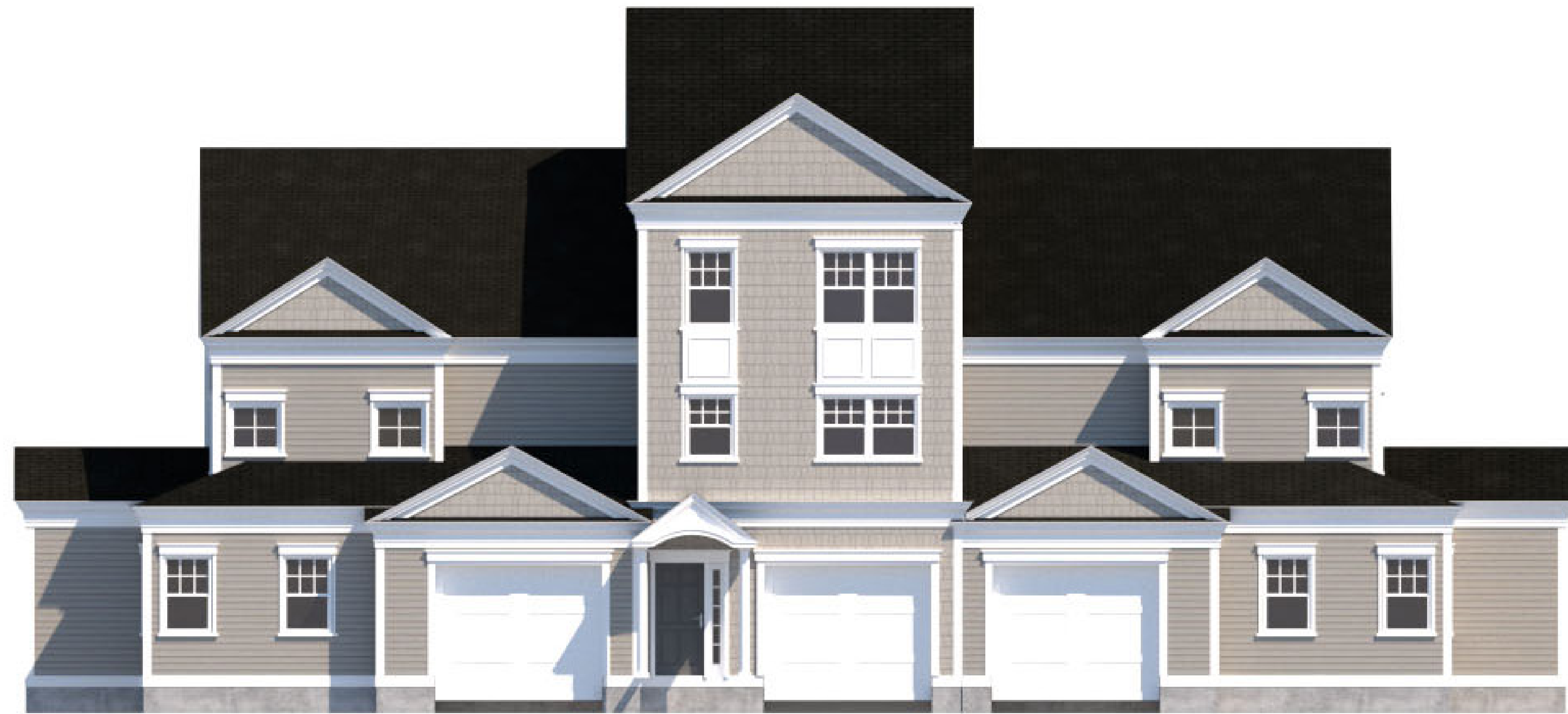
REVISIONS:			
NO	BY	DATE	DESCRIPTION

Exhibit 3.1 Supplemental

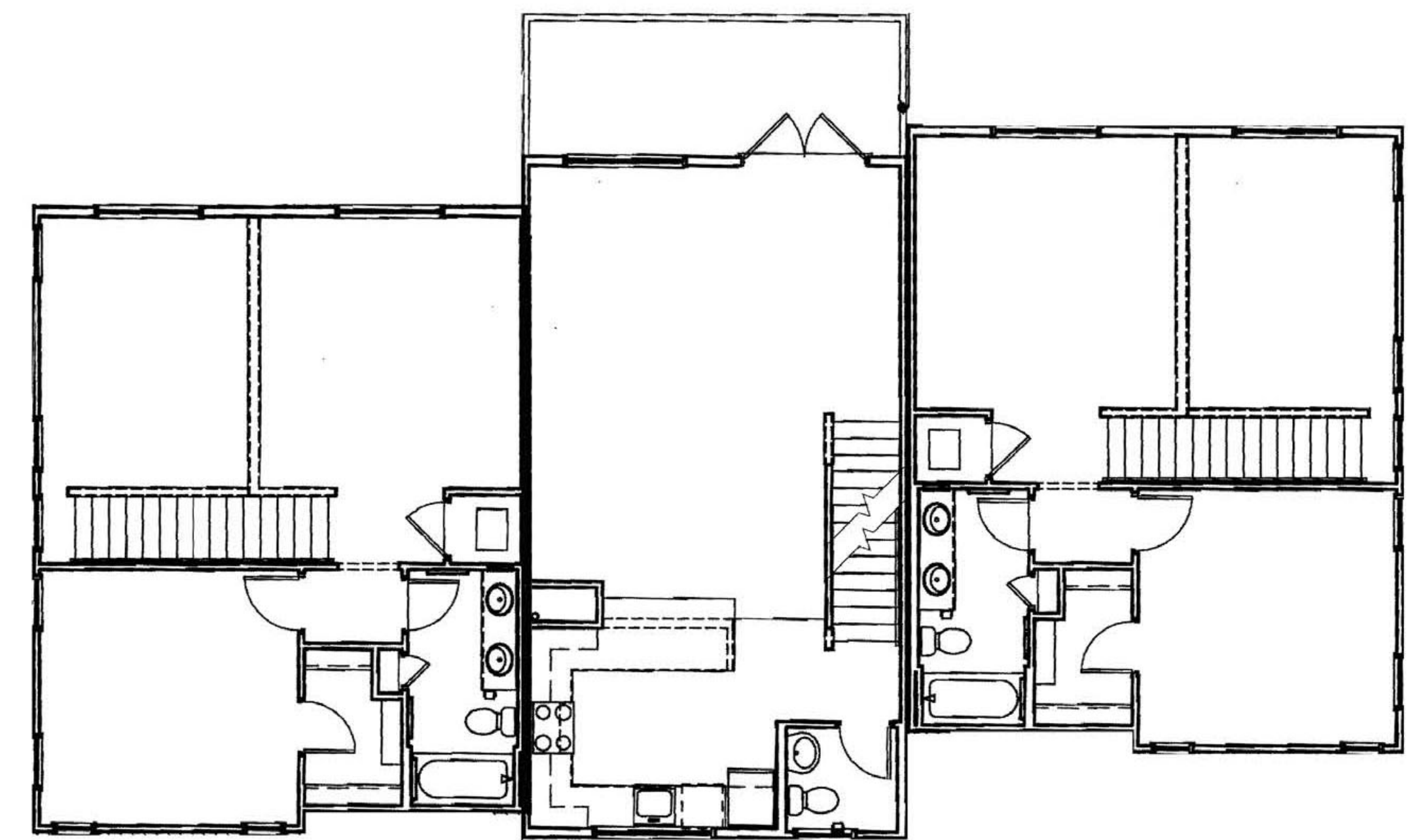
PRELIMINARY SITE
PLAN

CEDAR EDGE
CONDOMINIUMS

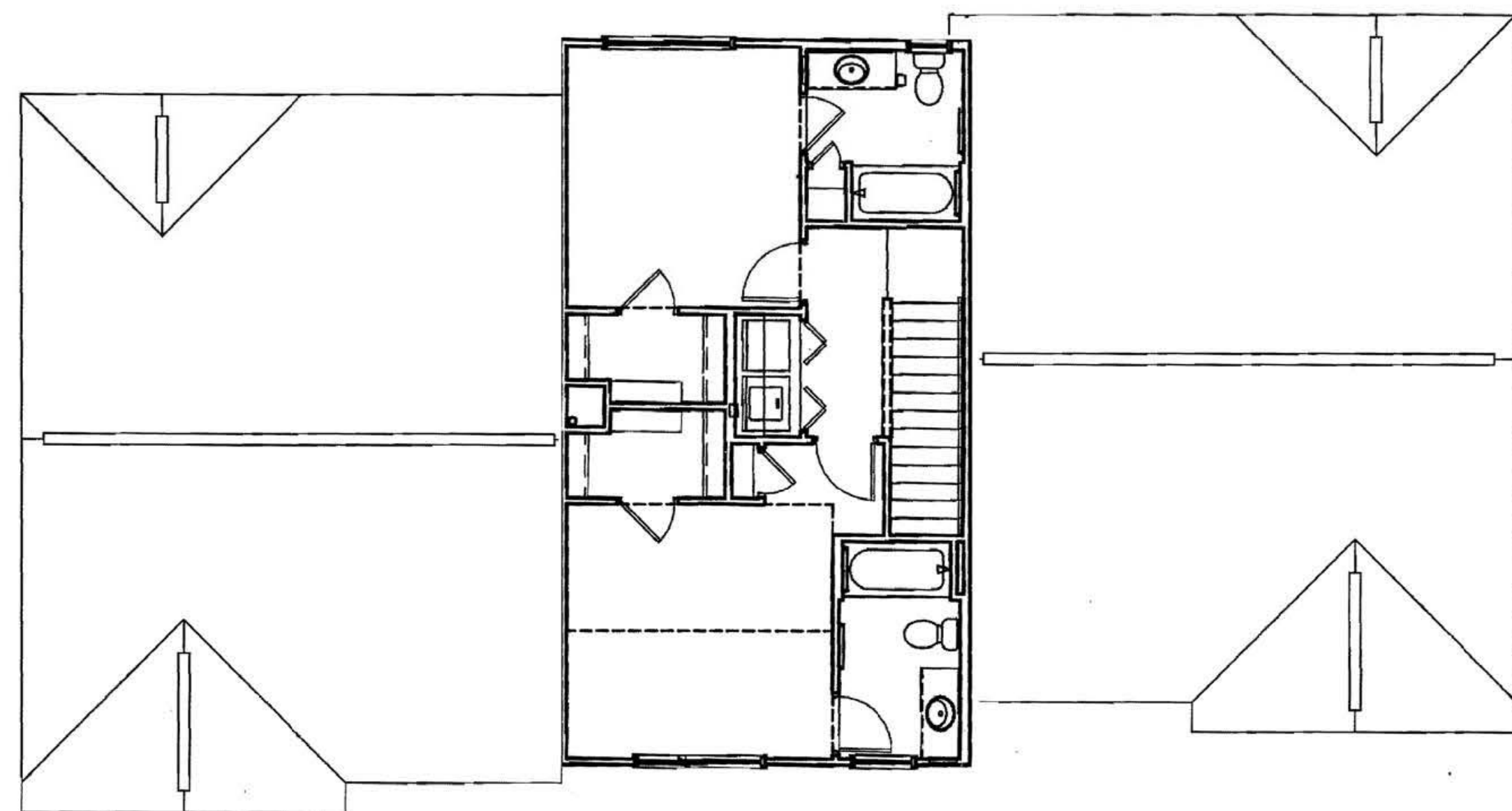
DATE:	OCTOBER 1, 2019
PROJECT NUMBER:	19097
DESIGNED BY:	KE/KF
DRAWN BY:	KF
CHECKED BY:	KE



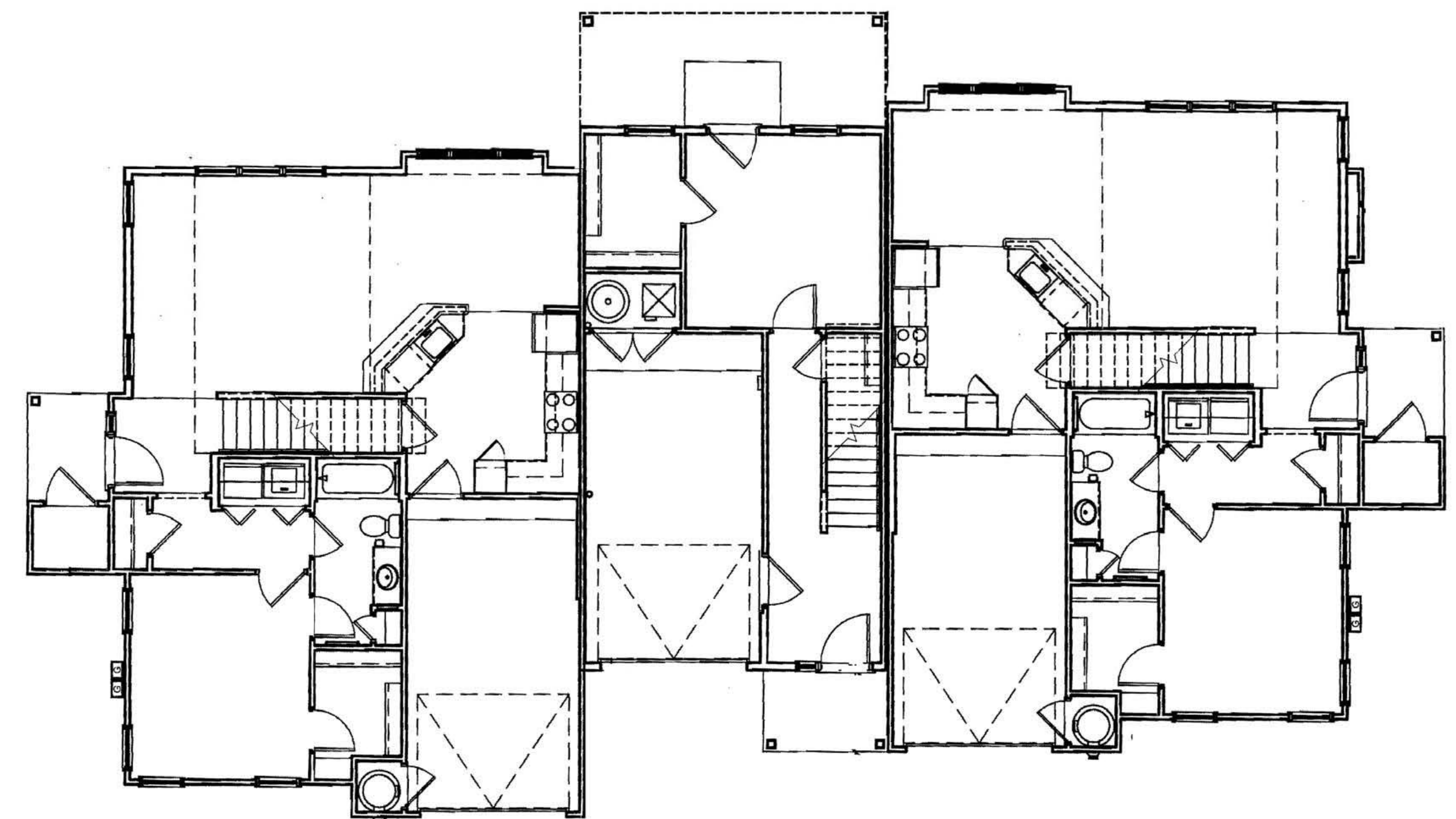
Cedar Edge / 3 Unit Townhomes Elevations / 27 August 2019



3 Unit Townhome - Second Floor Plan



3 Unit Townhome - Third Floor Plan

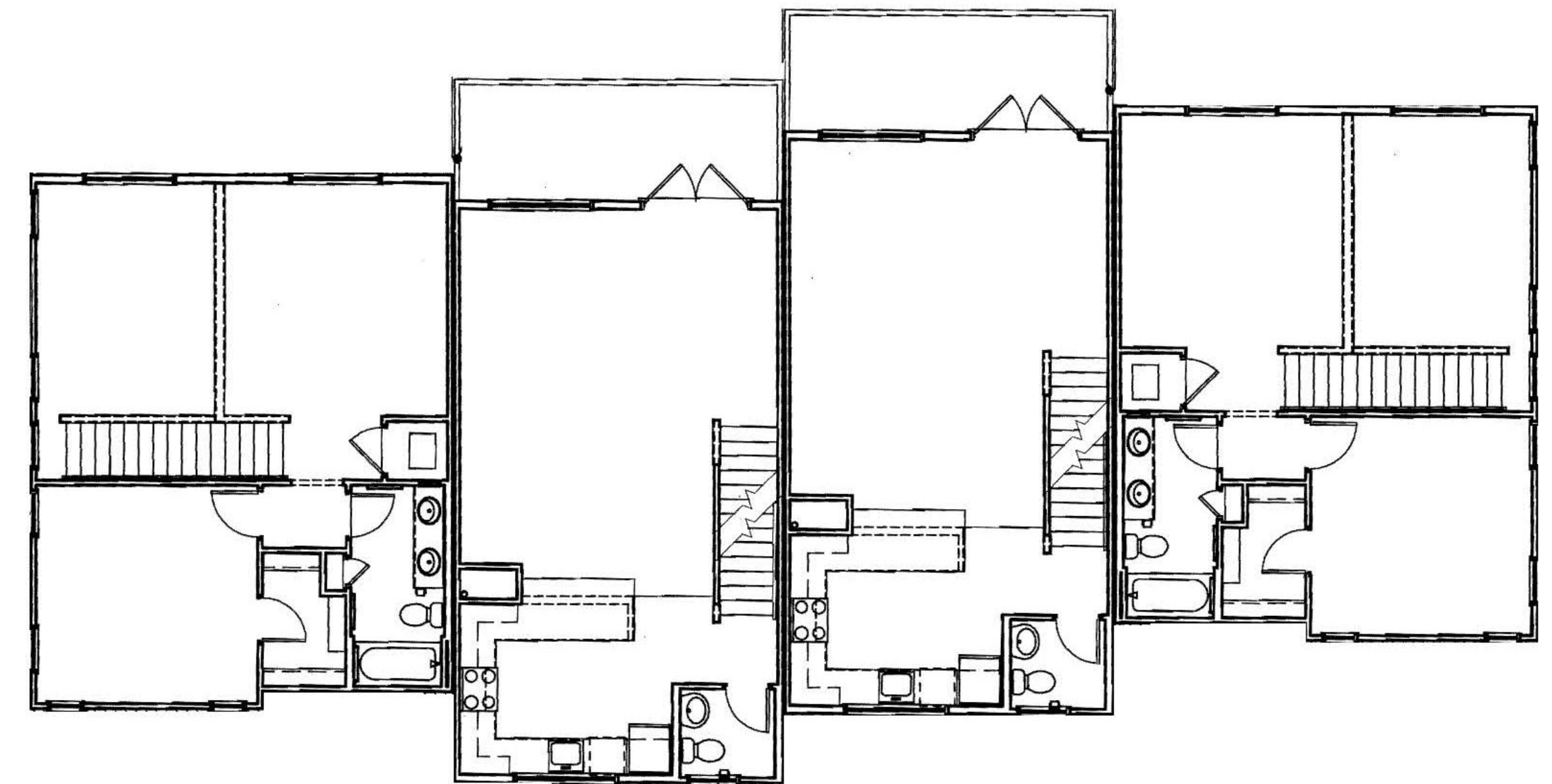


3 Unit Townhome - First Floor Plan

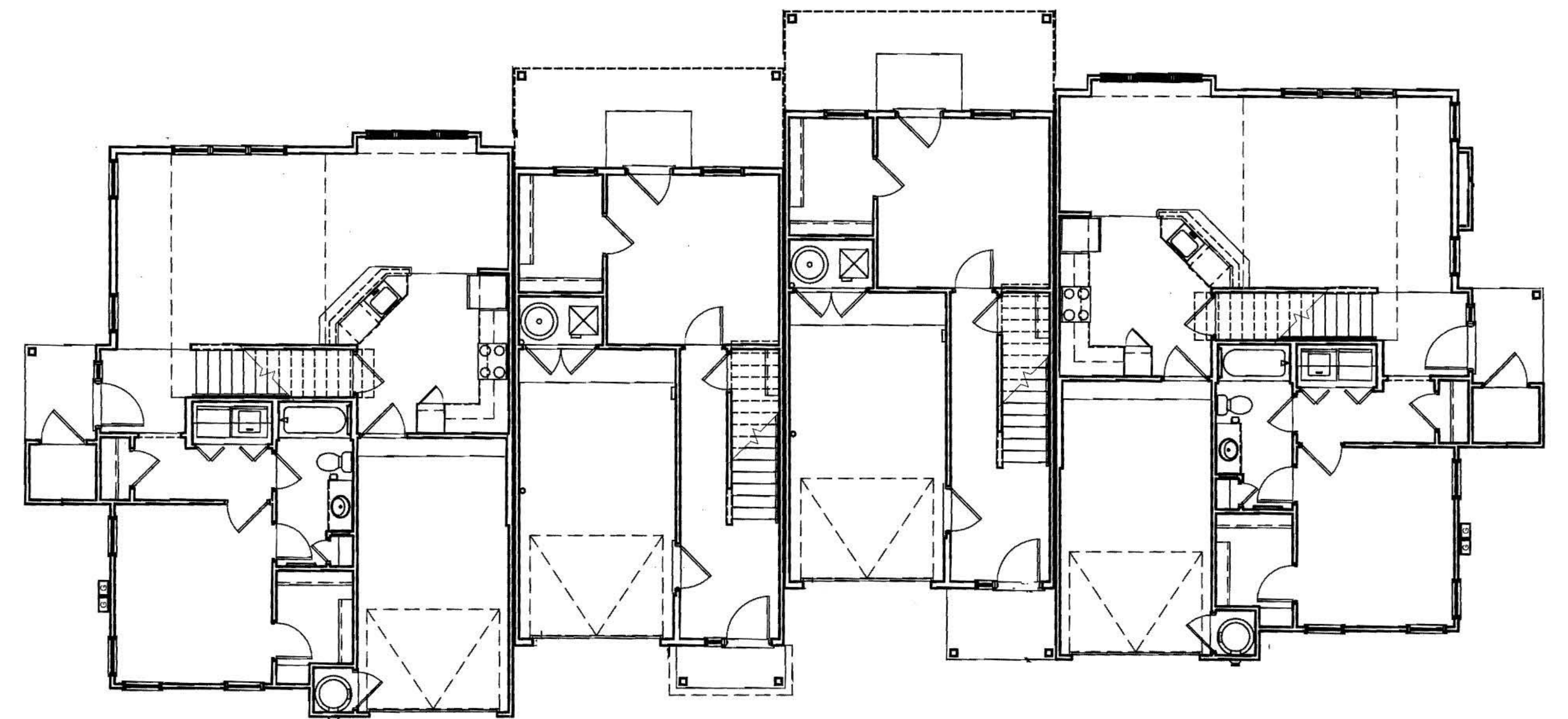
Cedar Edge / 3 Unit Townhomes Floor Plans / 27 August 2019



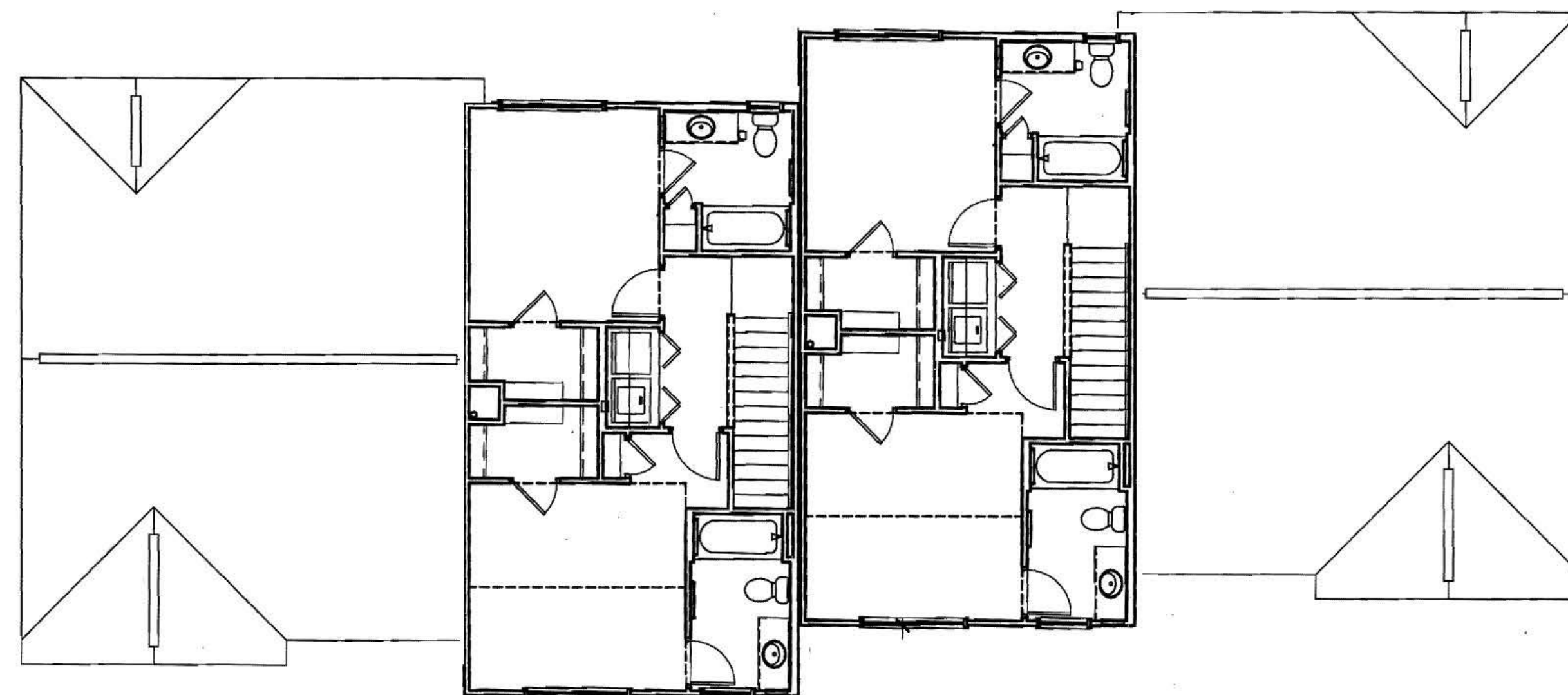
Cedar Edge / 4 Unit Townhomes Elevations / 27 August 2019



4 Unit Townhome - Second Floor Plan



4 Unit Townhome - First Floor Plan



4 Unit Townhome - Third Floor Plan

Cedar Edge / 3 Unit Townhomes Elevations / 27 August 2019



Cedar Edge / Rendering / 27 August 2019



Cedar Edge / Townhomes View Rendering / 27 August 2019



Cedar Crossing/Cedar Edge / Entry View Rendering / 27 August 2019



Cedar Crossing/Cedar Edge / Overall Rendering / 27 August 2019

**Cedar Crossing and Cedar Edge Walpole 40B
Rental/Ownership
Project Narrative**

The Cedar Crossing and Cedar Edge Walpole 40B will consist of one project containing a 240 rental units sub-project called Cedar Crossing and a 60-unit ownership sub-project called Cedar Edge Condominiums. Both sub-projects will be funded by the New England Fund and both the ownership and rental portions of the complex will have 25% of the units restricted to occupants earning no more than 80% of the median income. The combined project will address a variety of demographic needs from young families to millennials and empty nesters and will be configured as follows:

Rental:

- 24 three-bedroom units
- 106 two-bedroom units
- 110 one-bedroom units

Ownership:

- 32 three-bedroom units
- 28 two-bedroom units

The rental portion of the project will consist of four, five story 60-unit buildings which will each have elevators and parking under. Five percent (5%) of the units in the rental portion will be handicap accessible and the remainder of the units will be handicapped adaptable. The number of hearing-impaired units will meet state guidelines.

The ownership units, which will be in a condominium association, will be made up of 16 buildings holding 3-4 townhomes.

In addition, the rental portion of the project will contain a club house/management office which will serve the rental project and offer meeting space, business office, pool, playground and other amenities.

Locus:

The site consists of Assessor's Map/Parcel 52-59 & 52-60 and can be seen on the attached Plan of Land dated August 30, 2019. The property consists of approximately 34 acres located on Summer Street in Walpole.

Existing Site Conditions:

Site Location and Environs: The lots are bound by five single and two-family homes along Summer Street to the south. To the East from Summer Street by the CSX/MBTA rail line for approximately 1150 feet and then by vacant forested land owned by Baker Hughes. On the east side of the railroad tracks there is a solar farm on the Baker Hughes Land. To the North the property is bound by a the 361-acre conservation land (Cedar Swap/Cedar Hill) owned by Walpole and to west the property is bound by one large single-family home lot that is mostly forested and also abuts the cedar swamp.

Wetlands: These areas act to collect the runoff from the existing site areas and ultimately discharge to the periphery of the site. The wetlands boundaries are as field delineated by Oxbow Associates, Inc. of Acton, MA. An Abbreviated Notification of Resource Area Delineation (ANORAD) was submitted and approved by the Walpole Conservation Commission. Permit number SE 315-1205.

Habitat: The northernmost 2.2+/- acres of the site lies within mapped Priority and Estimated Habitat polygons designated by the Massachusetts Division of Fisheries and Wildlife (MA DFW). Staff from the Massachusetts Natural Heritage and Endangered Species Program (NHESP) responded to an Information Request filed by Oxbow Associates, Inc., and confirmed that the mapped habitat is associated with occurrences of Hessler's Hairstreak, a moth species listed as "Special Concern" by MA DFW. Hessler's Hairstreak is obligately associated with the Atlantic White Cedar Swamp cover type (PF04 – Palustrine Forested Needle-leaved Evergreen of Cowardin, et al., 1979).

However, the closest point of Atlantic White Cedar Swamp to non-wetland portions of the premises is greater than 200 horizontal feet. Approximately 14,000 square feet of habitat polygon occurs within upland on the site; all of this is within the regulated Riverfront Area (310 CMR 10.58). Because of the distance from any project activity on the premises, we anticipate a negative determination ("no take") to be issued by NHESP for work within terrestrial portions of the premises located southerly of the Priority and Estimated Habitat boundary.

Vegetation: The site has typical attributes of abandoned agricultural areas in Massachusetts and includes portions formerly used as a piggery. The topography gradually slopes downward to the north with net drainage of the site directed to the Cedar Swamp Brook tributary to the Neponset River. Of the 34.5+/- site-acres, approximately 12.7 acres are occupied by palustrine forested hardwood wetland, with about 20.8 acres of upland second growth deciduous and coniferous forest. The +/-1.0 acre adjacent to Summer Street has attributes of "old field" successional habitat with grasses, goldenrods, and various weedy species and landscaping remnants. Forested upland areas are either dominated by oaks, maples and hickories (deciduous cover) or eastern white pine (coniferous). Invasive species typical of abandoned agricultural land in Massachusetts are prominent within the premises and include Asiatic bittersweet, Tatarian honeysuckle, European buckthorn and multiflora rose, among other exotic species.

Soils: The upland portions of the site are comprised of glacial till deposits. The southerly and westerly portions of the site are comprised of Canton soils, which are a deep, well drained class B soil with gentle slopes. The northerly and northeasterly portions of the site are comprised of Scituate soils, which are a deep, moderately well drained class C soil with gentle slopes.

Historic: There are no existing buildings on the site. An archeological dig was performed by PAL under a permit issued by the Mass Historic Commission. The report is pending but PAL is recommending no further action.

Existing Utilities: There are public water supply, sewer, telephone, cable, gas (Columbia Gas) and electric (Eversource) services located within Summer Street.

Access: The site has frontage with an existing curb cut along Summer Street which is controlled by the town of Walpole. Both the rental units and the ownership units will access the site via a newly constructed boulevard driveway that can provide two ways in and out in the case one side of the boulevard is blocked. In

addition, the rental and ownership projects will connect on the north side of the project by a gated emergency accessway.

Traffic: A traffic study has been commissioned and will be submitted to the Zoning Board during the hearings.

Site Utilities: In general, the existing utilities will be extended into the site to support the proposed development. As noted above, these include, gas, water, sewer, electric, CATV/internet, telephone and other standard utilities. Fire protection will be provided by sprinkler services interior to the 4 apartment buildings as is required by code. Hydrants will be installed along the roadway and interior to the site, as required by public safety regulations and in coordination with the Walpole Fire Department.

Stormwater: A stormwater management system has been shown schematically on the Plans to illustrate there is sufficient area and elevations to mitigate stormwater impacts. The stormwater management system will be developed in accordance with Best Management Practices and in accordance with the DEP stormwater management standards. These standards require that stormwater be treated for water quality and controlled in terms of peak rate of runoff which may affect downstream abutters. These practices include Low Impact Development standards. Groundwater recharge will be provided within the detention basins as the soil conditions allow.

Waste Disposal: The rental project will have an on-site recycling and trash center where residents will be encouraged to recycle waste. It will include segregated recycling dumpsters, a general trash dumpster and information board relative to recycling and trash disposal. The ownership portion of the project will be serviced individually.

Green Design & Implementation:

The development of a compact footprint, reduction of pavement, energy efficient systems and preservation of resource use all contribute to a green, low carbon footprint. The development of a mix of multi-story buildings and town homes reduces the lot coverage per unit and building footprint per unit resulting in less building materials, construction waste, and upkeep on the land per unit. All buildings will feature advanced insulation and building envelope techniques. Appliances and Lighting will be Energy Star Program approved. Mechanical Systems in apartments will be highly efficiency units applicable to each use.

The site design will implement Low Impact Design techniques which are intended to increase water quality, increase localized recharge of rainfall/runoff and mitigate runoff to downstream areas. The stormwater management design will include both low impact development stormwater measures and stormwater technologies in the design of a stormwater treatment system. Where the water table and soils allow, runoff will be directed through vegetated swales to detention ponds to both provide the required treatment, infiltration and detention necessary to meet the Massachusetts Stormwater Management Standards. In areas where this is difficult or impossible, stormwater structures and innovative technologies will be used to capture, treat and direct flow to underground and/or surface detention for infiltration and to slow the rate of runoff to the receiving bordering vegetated wetlands.

Open Space & Landscaping:

The site design incorporates the Low Impact Development model, where formalized landscaping will be minimized to the areas around the proposed buildings. Landscape plants to be used will focus on a combination of native, drought and area tolerant species that still provide for seasonal color and character.

Lawn areas will be minimized, with a naturalized mix to be used along roadsides and around non-formal or maintained areas. All lawn mixtures will be of a drought tolerant species mixture, to reduce watering and maintenance requirements. All surfaces that are disturbed by construction will be stabilized by hardscape, plantings or other landscaping.

Open spaces are proposed throughout the project. Where no construction activities are proposed, the landscape will be kept in a natural condition, as permitted by good landscape and arbor-cultural practices. Wetland area will not be disturbed for the construction of this site and project.

Style, Massing, Screening:

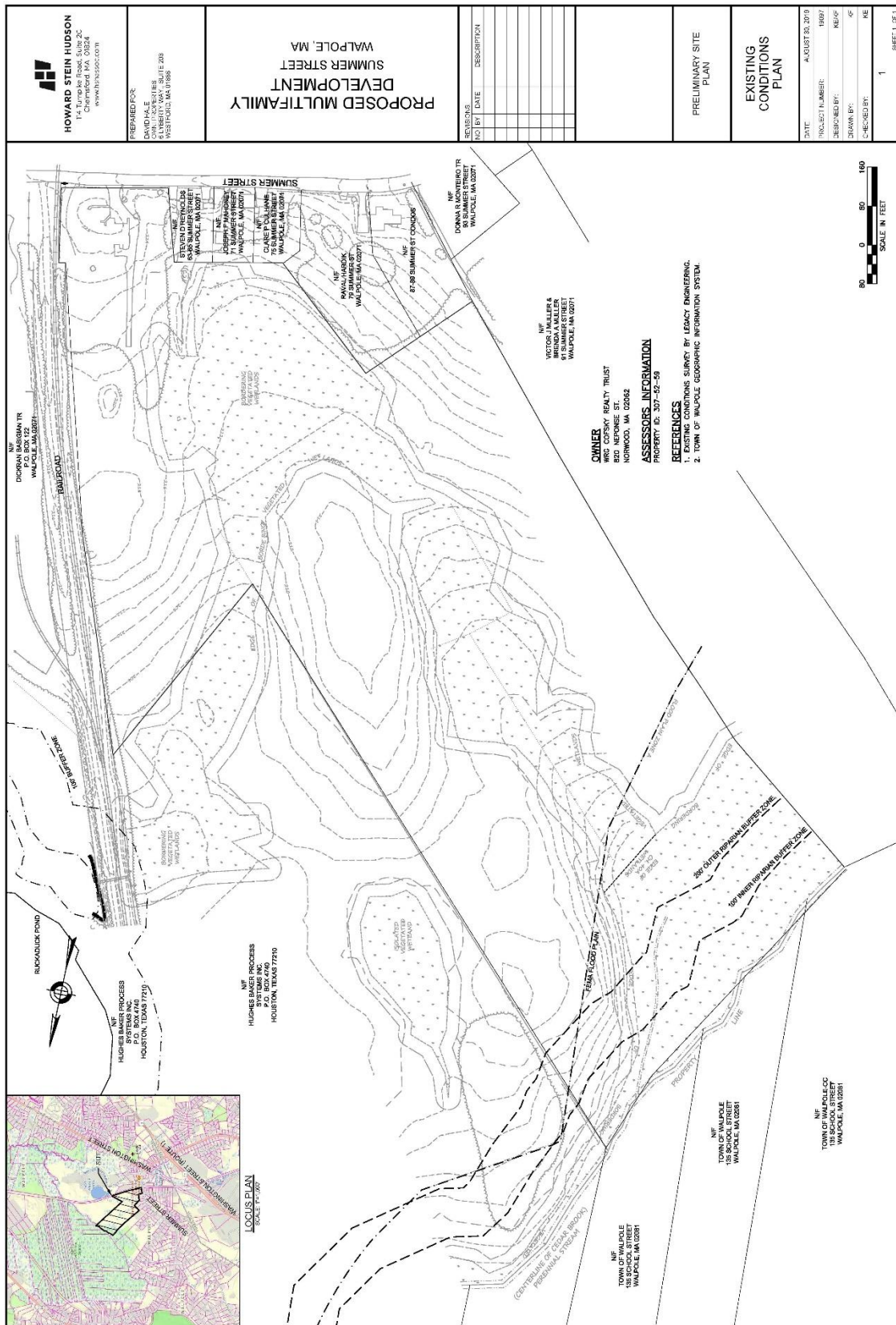
Both the ownership townhomes and the rental buildings will be built in a New England Style with sloped roofs and muted colors. This is a large site and much of the land is set back from Summer Street. In addition, the wooded portions of the wetlands have tall trees that will screen significant portions of the development from Summer Street and from direct abutters. Where required, planted screening will be a combination of dense evergreens and deciduous trees/shrubs as designed in consultation with individual neighbors.

Club House and Maintenance Building:

The proposed club house will serve multiple functions: It will have a general-purpose room suitable for meetings, functions or other gatherings, and will house the administrative offices for the Rental portion of the project including rental office, management and general support facilities. The club house will also provide apartment residents access to a controlled, private pool facility, exercise room, adjacent grounds and patio space.

The proposed maintenance building will house equipment required to maintain the proposed project as well as attic stock and supplies for pool and landscape maintenance.

Exhibit 3.3



SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: _____

Project Number: _____

Program Name: _____

Date: _____

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at: [Sustainable Development Principles](#)

DEVELOPER SELF-ASSESSMENT**(for consistency with the Sustainable Development Principles)****Redevelop First***Check "X" below if applicable**If Rehabilitation:*

- Rehabilitation/Redevelopment/Improvements to Structure ☐
- Rehabilitation/Redevelopment/Improvements to Infrastructure ☐

If New Construction:

- Contributes to revitalization of town center or neighborhood ☐
- Walkable to: ☐
 - (a) transit ☐
 - (b) downtown or village center ☐
 - (c) school ☐
 - (d) library ☐
 - (e) retail, services or employment center ☐
- Located in municipally-approved growth center ☐

Explanation (Required)

Optional – Demonstration of Municipal Support:

Check "X" below if applicable

- Letter of Support from the Chief Elected Official of the municipality* ☐
- Housing development involves municipal funding ☐
- Housing development involves land owned or donated by the municipality ☐

**Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

Explanation (Required)

Method 2: Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles*, as shown in the next section below.

If the development involves strong **municipal support** (evidence of such support must be submitted as an attachment), the development need only meet **four (4)** of the *Sustainable Development Principles*. However, one (1) of the Principles met must be **Protect Land and Ecosystems**.

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

(1) Concentrate Development and Mix Uses

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

Check "X" below if applicable

- Higher density than surrounding area ☐
- Mixes uses or adds new uses to an existing neighborhood ☐
- Includes multi-family housing ☐
- Utilizes existing water/sewer infrastructure ☐
- Compact and/or clustered so as to preserve undeveloped land ☐
- Reuse existing sites, structures, or infrastructure ☐
- Pedestrian friendly ☐
- Other (discuss below) ☐

Explanation (Required)

(2) Advance Equity & Make Efficient Decisions

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

- Concerted public participation effort (beyond the minimally required public hearings) ☐
- Streamlined permitting process, such as 40B or 40R ☐
- Universal Design and/or visitability ☐
- Creates affordable housing in middle to upper income area and/or meets regional need ☐
- Creates affordable housing in high poverty area ☐
- Promotes diversity and social equity and improves the neighborhood ☐
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community ☐
- Other (discuss below) ☐

Explanation **(Required)**

(3) Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

Check "X" below if applicable

- Creation or preservation of open space or passive recreational facilities ☐
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands ☐
- Environmental remediation or clean up ☐
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) ☐
- Eliminates or reduces neighborhood blight ☐
- Addresses public health and safety risk ☐
- Cultural or Historic landscape/existing neighborhood enhancement ☐
- Other (discuss below) ☐

Explanation **(Required)**

(4) Use Natural Resources Wisely

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

Check "X" below *if applicable*

- Uses alternative technologies for water and/or wastewater treatment ☐
- Uses low impact development (LID) or other innovative techniques ☐
- Other (discuss below)

Explanation **(Required)**

(5) Expand Housing Opportunities

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

Check "X" below *if applicable*

- Includes rental units, including for low/mod households ☐
- Includes homeownership units, including for low/mod households ☐
- Includes housing options for special needs and disabled population ☐
- Expands the term of affordability ☐
- Homes are near jobs, transit and other services ☐
- Other (discuss below) ☐

Explanation **(Required)**

(6) Provide Transportation Choice

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

Check "X" below if applicable

- Walkable to public transportation ☐
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) ☐
- Increased bike and ped access ☐
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations ☐
- Other (discuss below) ☐

Explanation (Required)

(7) Increase Job and Business Opportunities

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

Check "X" below if applicable

- Permanent jobs ☐
- Permanent jobs for low- or moderate-income persons ☐
- Jobs near housing, service or transit ☐
- Housing near an employment center ☐
- Expand access to education, training or entrepreneurial opportunities ☐
- Support local businesses ☐
- Support natural resource-based businesses (i.e., farming, forestry or aquaculture) ☐
- Re-uses or recycles materials from a local or regional industry's waste stream ☐
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials ☐
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products ☐
- Other (discuss below) ☐

Explanation (Required)

(8) Promote Clean Energy

Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

Check "X" below if applicable

- Energy Star or equivalent* ☐
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources ☐
- Other (discuss below) ☐

*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation (Required)

(9) Plan Regionally

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

Check "X" below if applicable

- Consistent with a municipally supported regional plan ☐
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing ☐
- Measurable public benefit beyond the applicant community ☐
- Other (discuss below) ☐

Explanation (Required)

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854.1880 or gwatson@masshousing.com

QUITCLAIM DEED

EXHIBIT 4.1

We, William J. Cofsky and George M. Cofsky, Trustees of WRG Cofsky Realty Trust u/d/t dated September 2, 1988 and recorded with Norfolk Registry of Deeds in Book 8198, Page 111 ("the Trust"), in consideration of Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$825,000.00) paid, grant to 55 SS LLC, a Massachusetts Limited Liability Company, of 6 Lyberty Way Suite 203, Westford, Massachusetts, with QUITCLAIM COVENANTS, the property described as follows:

Two certain parcels of vacant land located off Summer Street, Walpole, Norfolk County Massachusetts.

Parcel 1:

The land situated in Walpole, Norfolk County, Massachusetts, and being shown as Parcel A on a plan and entitled "American Drive" in South Walpole, Mass., dated Oct. 1969, Bay Colony Surveying Co., recorded in Norfolk County Registry of Deeds in Plan Book 226, Plan 960, reference to which plan is made for a more detailed in particular description.

Area containing 1.28 acres.

Subject to and with the benefit of all rights, restrictions and easements of record, insofar as the same may now be in force and applicable.

Title Reference: being the same property conveyed to Grantors by deed dated July 11, 2016, and recorded with Norfolk County Registry of Deeds in Book 34261, Page 303.

Parcel 2:

The land in Walpole, Norfolk County, Massachusetts, being shown as Parcel B, owner Mary E. Adams, shown on said plan, subdivider, Robert Cofsky, dated October 1969, Bay Colony Surveying Co., Foxboro, Mass, recorded in Norfolk County Plan Book 226, No. 960, bounded and described according to said plan as follows:

Westerly	by land now or formerly of William Kelley, as shown on said plan, 153.03 feet;
Southeasterly	by land now or formerly of said William Kelley, Henry Thurston, and Robert Williams, as shown on said plan, 222.57 feet;
Southwesterly	by land now or formally of said Robert Williams and Arthur Brooks, as shown on said plan, 284.73 feet;

55 Summer Street, Walpole, MA

Southeasterly by land now or formerly of said Arthur Brooks, as shown on said plan, 264.50 feet;

Southwesterly by land now or formerly of Priscilla Guild, as shown on said plan, by seven courses, 1401.10 feet;

Northwesterly by land now or formerly of owners unknown, as indicated on said plan, by three courses, aggregating 758.28 feet;

Northeasterly by land now or formerly of Bird Machine, as shown on said plan, by five courses, aggregating 1,374.14 feet;

Northwesterly by said Bird Machine, 454.03 feet;

Northeasterly by land now or formerly a Penn Central Railroad, as shown on said plan, by two courses aggregating 843.83 feet;

Southeasterly by Parcel A, as shown on said plan, 175.94 feet;

Northeasterly by Parcel A, as shown on said plan, 308.46 feet; on a curve line forming the junction of Parcel A and American Drive, as shown on said plan, 44.60 feet; and

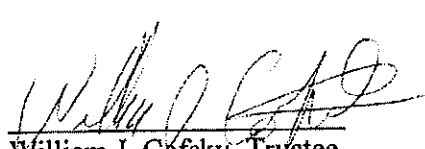
Southeasterly by Summer Street, 88.00 feet, more or less.

Together with the right to use American Drive for the purposes for which ways are commonly used in the Town of Walpole for the benefit of Parcel A.

Subject to and with the benefit of easements, restrictions, rights of way, takings and covenants of record, to the extent now in force and applicable.

Title Reference: being the same property conveyed to Grantors by deed dated December 27, 1988, and recorded with Norfolk County Registry of Deeds in Book 8198, Page 119.

Executed as a sealed instrument this 26th day of August, 2019.


William J. Cofsky, Trustee


George M. Cofsky, Trustee

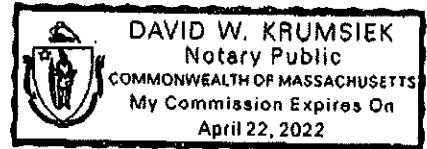
COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 26th day of August, 2019, before me, the undersigned notary public, personally appeared William J. Cofsky and George M. Cofsky, Trustees aforesaid, who proved to me through satisfactory evidence of identification, which was/were WJ Cofsky George M Cofsky, to be the person(s) whose name(s) is/are signed on the preceding or within document, who acknowledged to me that he/she/they signed it voluntarily for its stated purpose, and who swore to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.


Notary Public

My Commission Expires:



PURCHASE AND SALE AGREEMENT

This 4th day of September, 2019.

1. **PARTIES:** **55 SS LLC**, a Massachusetts Limited Liability Company with a place of business at 6 Lyberty Way Suite 203 Westford, MA 01886 hereinafter referred to as the Seller, agrees to sell and **OMNI DEVELOPMENT, LLC OR ITS NOMINEE**, a Massachusetts Limited Liability Company with a principal place of business at 6 Lyberty Way Suite 203 Westford MA 01886, or nominee, hereinafter called the Buyer or Purchaser, agrees to buy, upon the terms hereinafter set forth, the premises described below.

2. **DESCRIPTION:**

A certain parcel of vacant land located off Summer Street, Walpole, Norfolk County Massachusetts, containing approximately 13.47 acres of land and consisting of the land as shown on the conceptual plan attached hereto as Exhibit A. The exact boundaries of the land to be conveyed will be mutually agreed to be the parties and the Buyer shall arrange for an ANR plan suitable for recording during the Due Diligence Period, as further described herein. For Seller's title to said land, see deed filed in the Norfolk County registry of deeds book 37105 and page 482. Said land is to be conveyed together with all:

- (a) improvements located on said land;
- (b) easements, rights, interests, claims and appurtenances, if any, in any way belonging or appertaining to said land;
- (c) right, title and interest of the Seller, if any, in and to all adjoining streets, alleys and other public ways;
- (d) assignable contracts, permits, approvals, warranties and licenses relating to the land.

The land and the rights and interests described in clauses (a), (b), (c), and (d) above are hereinafter referred to collectively as the "Premises".

3. **BUILDING, STRUCTURES:** None, vacant land.

4. **TITLE DEED:** Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by Buyer by written notice to the Seller at least five (5) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws and other ordinances as may affect the use, maintenance or ownership of the Premises;

- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; and
- (c) Any liens for municipal betterments assessed after the date of closing.
- (d) Easements, restrictions and reservations of record so long as the same do not prohibit or interfere with Buyer's intended use of the premises.

5. PLANS: If said deed refers to a plan necessary to be recorded therewith the Buyer shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE: In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said Premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

7. PURCHASE PRICE: The agreed purchase price for said Premises is **TWO HUNDRED AND SEVENTY FIVE THOUSAND 00/100 DOLLARS (\$ 275,000.00) DOLLARS**

\$1,000	is herewith paid as a deposit upon the execution of this Purchase and Sale Agreement.
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\$274,000	is to be paid at the time of the delivery of the deed by certified, cashier's or treasurer's check
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<u>\$275,000</u>	TOTAL PURCHASE PRICE
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8. TIME FOR PERFORMANCE: DELIVERY OF DEED: Such deed is to be delivered at 10:00 AM on that date which is the 15th business day following the expiration of the appeal period following issuance of all permits entitling the Buyer to construct the project at the office of the Buyer's attorney, unless otherwise agreed in writing (the "Closing Date"). It is agreed that time is of the essence of this Agreement.

9. POSSESSION AND CONDITIONS OF PREMISES: Full possession of said Premises is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as now, usual wear and tear excepted, and (b) not in violation of said building, health and zoning laws, and (c) in compliance with provisions of any instrument referred to in Paragraph 4.

10. EXTENSION FOR TIME FOR PERFORMANCE: DELIVERY OF DEED: If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions thereof, then the Seller shall use reasonable efforts to remove any defects in title, hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30)

days, or at Buyer's option, such longer period as it may take to make the premises conform.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.: If, at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the Buyer's option, all other obligations of the parties hereto may cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE: The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said Premises in the then condition, in which case the Seller shall convey such title.
13. ACCEPTANCE OF DEED: The acceptance and recording of a deed by the Buyer or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE: To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or in the case of institutional mortgages, that the usual and customary arrangements are made for the securing and recording of such instruments.
15. INSURANCE: Until the delivery of the deed the Seller shall maintain insurance on the Premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Liability	\$1,000,000
(b) Fire and Extended Coverage	N/A

16. ADJUSTMENTS:
 - (a) All real estate taxes and assessments due and payable in the fiscal tax year of the Closing shall be prorated as of the Closing Date (as set forth in Paragraph 8) by determining the prorated land value of the entire current tax parcel and adjusting the taxes for the Premises being conveyed by conventional industry standards. All real estate taxes and assessments not yet due and payable as of the Closing Date shall be paid by the Buyer.

- (b) If the amount of any tax or assessment which is subject to proration hereunder is undetermined on the Closing Date, the last determined tax or assessment shall be used for the purpose of the proration described in subsection (a) above, with a reapportionment as soon as the new rate or assessment is determined. In the event that after the Closing Date, any of such taxes, charges or assessments shall be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement, unless otherwise provided herein. The provisions of this subsection shall survive the Closing.
- (c) The Seller shall pay all deed or transfer taxes imposed by the Commonwealth of Massachusetts, and the Buyer shall pay the cost of recording the instruments of conveyance.
- (d) Each party shall pay its own attorney's fees incurred in connection with the negotiation of this Agreement and consummation of the transactions contemplated by this Agreement, except as expressly otherwise provided herein. The Buyer shall pay the costs of any survey or plan, environmental site assessment, appraisal, title insurance premium or title examination charges that the Buyer may elect to obtain in connection with the Property, as well as any and all of the Buyer's other due diligence expenses.
- (e) In the absence of error or omission, all prorations, adjustments and credits made and determined as herein provided shall be final as of the Closing Date, unless otherwise specified herein. If, within one year subsequent to the Closing Date, an error or omission in the determination or computation of any of the prorations, adjustments and credits shall be discovered, then, immediately upon discovery thereof, the parties hereto shall make the appropriate adjustments required to correct such error or omission. The provisions of this subsection shall survive the Closing.

17. BROKER'S FEE: There are no brokers as a party to this agreement.

18. DEPOSIT: The deposit shall be held in escrow in a non-interest bearing IOLTA account by Omni Properties LLC, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The Deposit shall become non-refundable (except in the event of Seller's subsequent default of their obligations under this Agreement) upon the expiration of the Due Diligence Period, unless the Buyer has previously terminated this Agreement pursuant to its terms.

19. BUYER'S DEFAULT DAMAGES: If the Buyer shall fail to fulfill the Buyer's obligations herein, the deposit hereunder shall be retained by the Seller as liquidated damages and this shall be the Seller's sole and exclusive remedy at law or in equity,

and the Seller shall have no further recourse of any type or kind on account of and/or in connection with, any default by the Buyer.

20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.: If the Seller or Buyer execute this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller nor Buyer so executing, nor any shareholder or beneficiary or any trust, shall be personally liable for any obligation, express or implied, hereunder.

21. SELLER'S REPRESENTATIONS: Seller represents that:

- (a) The Seller is not a "foreign person" as that term is defined under the applicable portion of the Internal Revenue Code and the Seller agrees to deliver, at the time for delivery of the deed, a suitable "non-foreign certificate" if such shall be required by Buyer or any mortgagee;
- (b) There are no liens or right to claim any liens at the time of execution hereof, and at the time for delivery of the deed, with respect to the Premises under M.G.L. ch. 254 with respect to any work done on the Premises, and the Seller will deliver at the time of delivery of the deed such customary affidavits with respect to parties in possession and mechanic's lien as Buyer's title insurance company may reasonably require to eliminate any title insurance exceptions for these matters;
- (c) There is no notice, suit, order, decree, claim, writ, injunction or judgment relating to any violation of any (i) law, ordinance, code, regulation or other requirements with respect to all or a portion of the Premises, in, of or by any court or governmental authority having jurisdiction over said Premises, or (ii) any covenant in any instrument described in Clause 4 of this Agreement;
- (d) There are no suits, actions or proceedings pending or threatened affecting the Premises or the Seller's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or officer; and
- (e) the Property does not constitute all or substantially all of the assets of the Seller, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate and other action by the Seller. The individual signing this Agreement on behalf of the Seller hereby represents that he or she is duly authorized and empowered to execute this Agreement for and on behalf of the Seller.

All of the Seller's representations made herein shall survive the delivery of the deed and it shall be a condition of the Buyer's obligation to perform hereunder that all representations made by the Seller are true, both as of the date hereof and on the date of delivery of the deed. Without limiting the foregoing, in the event of any breach of covenant contained herein prior to the delivery of the deed, Buyer may, prior to

delivery of the deed, and not in limitation of any other remedies to which the Buyer may be entitled, terminate this Agreement by written notice to the Seller, in which event all deposits shall be returned to the Buyer and the Buyer shall have no further obligations hereunder.

22. TITLE PROVISION: Without limiting any other provisions of this Agreement, the Premises shall not be in compliance with the provisions of this Agreement with respect to title unless:

- (a) No building, structure, improvement, way or property of any kind encroaches upon or under said Premises from any other Premises;
- (b) Title to said Premises is insurable, for the benefit of the Buyer by a title insurance company in a fee owner's title insurance policy, at normal applicable premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions normally included in said policy.

23. HAZARDOUS WASTE: Seller represents to Buyer that there are no underground oil tanks on the Premises and Seller has never generated, stored, handled or disposed of any hazardous waste on said Premises, and Seller is not aware of the generation, storage, handling or disposal of such waste or substances on or in said Premises, at any time, by anyone else. The representations set forth in this paragraph shall survive the delivery of the deed. For the purposes of this paragraph, "hazardous waste" and "hazardous substance" shall mean as to those terms are generally referred to in any and all local, state or federal laws or any rules and regulations promulgated thereunder, including, but not limited to the following:

- (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.;
- (b) Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C.;
- (c) Massachusetts Superfund Law, M.G.L. c. 21E.;
- (d) Toxic Substances Control Act, 15 U.S.C. Sec. 2601, et seq.
- (e) Federal Insecticide, Fungicide, and Rodenticide Act. 7 U.S.C. Sec. 136.
- (f) Massachusetts Pesticide Control Act, M.G.L. c. 132B.
- (g) Hazardous Materials Transportation Act, 49 U.S.C. Secs. 1801-1812.
- (h) Federal Water and Pollution Control Act, 32 U.S.C. Sec. 1252, et seq. and Massachusetts Water Pollution Control Act, M.G.L. c. 21, sec. 26, et seq.
- (i) Federal Solid Waste Disposal Act.

24. SELLER DOCUMENTS: At the Closing, the Seller shall, in addition to any other documents or items required to be delivered by the Seller under this Agreement, deliver to the Buyer or its nominee:

- (a) a quitclaim deed, in form suitable for recording and duly executed by the Seller conveying good, clear record and marketable title to the Premises;

- (b) an affidavit of the Seller dated as of the Closing Date that, to the best of the Seller's knowledge, (A) no services have been performed or materials supplied (other than any services performed or materials supplied to or on behalf of the Buyer) with respect to the Property during the ninety-three (93) days immediately preceding the Closing Date for which mechanic's or materialman's lien rights may exist and for which payment in full has not been made (or, in the event that any such services shall have been performed or materials delivered within said ninety-three (93) days period and not been paid for in full, waivers of mechanic's and materialman's liens as a result thereof), and (B) no parties are in or claim or assert rights to possession of the Property (other than the Buyer or anyone claiming through or under the Buyer);
- (c) an affidavit sworn by an authorized representative of the Seller to the effect that the Seller is not a "foreign person" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended;
- (d) a good standing certificate issued by the Delaware Secretary of State and a certificate of good standing as a foreign corporation qualified to business in Massachusetts by the Massachusetts Secretary of State;
- (e) If the Seller is a corporation and the President or a Vice President and the Treasurer or an Assistant Treasurer will not be executing the deed, a clerk's certificate in recordable form certifying that the person(s) executing the Deed is(are) duly authorized by the Seller to do so;
- (f) an IRS 1099-B form; and
- (g) such other documents as may be required to comply with applicable law or are reasonably required the Buyer's title insurance company, and are customary in transactions of this type.

25. DUE DILIGENCE PERIOD.

- (a) During the period (the "Due Diligence Period") commencing on the date hereof and terminating on the earlier to occur of (i) the one hundred and twentieth (120th) day after the date hereof (the "Due Diligence Termination Date:), and (ii) delivery by the Buyer to the Seller of a Due Diligence Termination Notice (as hereinafter defined), the Buyer, its employees, agents and independent contractors shall have the right to enter upon the Premises for the purposes of conducting, at the Buyer's expense, such studies, surveys, inspections and tests pertaining to the condition of the Premises as the Buyer desires to conduct. Without limiting the generality of the foregoing, the Buyer shall have the further right to enter upon the Premises for the purpose of conducting any environmental inspections, tests or audits that the Buyer desires to conduct (the above-referenced studies, surveys, inspections and tests pertaining to the state of the Premises and the environmental inspections, tests and audits being

hereinafter collectively referred to as the "Studies"). The cost of the Studies shall be borne by the Buyer.

- (b) Within seven days after execution of this agreement, the Seller shall provide to the Buyer copies of environmental reports, investigations, relevant correspondence and plans, if any, in the Seller's possession (collectively, the "Reports") relating to the Premises.
 - (c) If the Buyer is not satisfied with the results of its due diligence review of the Premises for any reason or for no reason, the Buyer shall have the right, on or prior to 5:00 p.m. on the Due Diligence Termination Date, to terminate the Buyer's obligation hereunder to purchase the Premises, said right to be exercised by providing the Seller with written notice (the "Due Diligence Termination Notice") of the Buyer's election not to proceed with the consummation of the purchase and sale transaction contemplated by this Agreement whereupon Seller shall cause the Deposit to be promptly returned to the Buyer and the Buyer shall make available to the Seller copies of all such Studies and thereupon, the respective obligations contained herein of the Seller and the Buyer to sell and purchase (as applicable) the Premises shall forthwith terminate and be of no further force and effect.
26. TITLE PERIOD: The Buyer shall give written notice to the Seller by the Due Diligence Termination Date (defined in Section 25 hereof) of any title matters that interfere with the Buyer's future intended use of the Premises or which are not acceptable to the Buyer in the Buyer's reasonable discretion (the "Noticed Defects"). Seller shall thereafter have ten (10) days to cure any Noticed Defects, but shall not be in breach hereunder for failing to do so. If Seller does not cure the Noticed Defects within such ten (10) day cure period, the Buyer, as Buyer's sole remedy, may terminate this Agreement within the ten (10) days following Seller's expired cure period or prior to the close of the Due Diligence Period (whichever occurs later) and receive a return of the Deposit. If Buyer does not so terminate the Agreement, the Noticed Defects shall be deemed accepted by Buyer.
27. COOPERATION WITH BUYER: Seller agrees to support Buyer's efforts to obtain all necessary permits and approvals for Buyer's intended use of the Premises, which support shall include, but not be limited to, execution of applications and other documents prior to delivery of the deed, provided in each instance that Buyer pays the out of pocket expenses incurred by Seller in connection therewith. Seller shall further execute the Authorization attached hereto as Exhibit B.
28. PERMITTING PERIOD: Buyer shall have up to 24 months to complete the permitting of the Buyer's project. If the Buyer has not achieved all the permits Buyer needs to construct the project within 24 month of the date of this Purchase and Sale Agreement, the Buyer can notify the Seller of Buyer's intention to terminate the Agreement and the Agreement shall be null and Void and the Seller shall return the Buyer's deposit.

29. CONFIDENTIALITY: Each party to this Agreement shall treat all information obtained from the other pursuant to the terms of this Agreement as strictly confidential, shall not disclose any such information to any other person other than prospective lenders and the Buyer's accountant and attorney who agree to treat all such material as confidential and shall not use any such information for any purpose other than the investigation of the Premises so as to confirm its acceptability for purchase hereunder. If, for any reason, the Buyer terminates this Agreement, the Buyer shall promptly return to the Seller the originals and all copies of all material relating to the Property furnished to the Buyer.
30. NOTICE: Any notice required or desired hereunder shall be given in writing and shall be deemed duly delivered when mailed, certified mail, return receipt requested, when delivered by hand or when sent by telecopier or email with acknowledgment of transmission/receipt to:
- a. In the case of Seller: David Hale
Omni Development LLC
6 Lyberty Way Suite 203
Westford MA 01886
- b. In the case of Buyer: Maryann C. Cassidy
D'Agostine, Levine, Parra & Netburn, P. C.
268 Main Street, P.O. Box 2223
Acton, Massachusetts 01720
Tel (978) 264-3223
Fax: (978) 264-4868
mcassidy@dlpnlaw.com
31. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two (2) or more persons are named herein as Buyers, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
32. CALCULATION OF TIME. Whenever in this Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following which is not a Saturday, Sunday or legal holiday. Time is of the essence as to all dates specified in this Agreement.

33. EXPENSES. If any action is brought to enforce or interpret any provision of this Agreement, then the prevailing party in such action shall be entitled to recover the reasonable legal fees and expenses incurred by the prevailing party in connection with such action. The provisions of this section shall survive the Closing or any expiration or termination of this Agreement.
34. WAIVERS; EXTENSIONS. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.
35. SCHEDULES. All schedules and exhibits to this Agreement are hereby incorporated by this reference into this Agreement.
36. COUNTERPARTS; CAPTIONS. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given to any of the provisions hereof.
37. ASSIGNMENT. The Buyer shall have the right to take title to the Property in the name of a nominee or designee, provided that the identity and particulars of such nominee are specified to the Seller, in writing, no later than three (3) days prior to the Closing. The Seller may not assign this Agreement without the prior written consent of the Buyer.

WITNESS our hands and seals this __4th__ day of __September__, 2019.

SELLER:
55 SS LLC

By: _____

Name: David Hale
Title: Manager

BUYER:
Omni Development, LLC

By: _____

Name: David E. Hale
Title: Manager

EXHIBIT A

SEE ATTACHED



HOWARD STEIN HUDSON
114 Turnpike Road, Suite 2C
Chelmsford, MA 01824
www.hshsac.com

PREPARED FOR:
DAVID MALE
OWN PROPERTIES
8 LIBERTY WAY, SUITE 203
NESTON, MA 01860

**PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA**

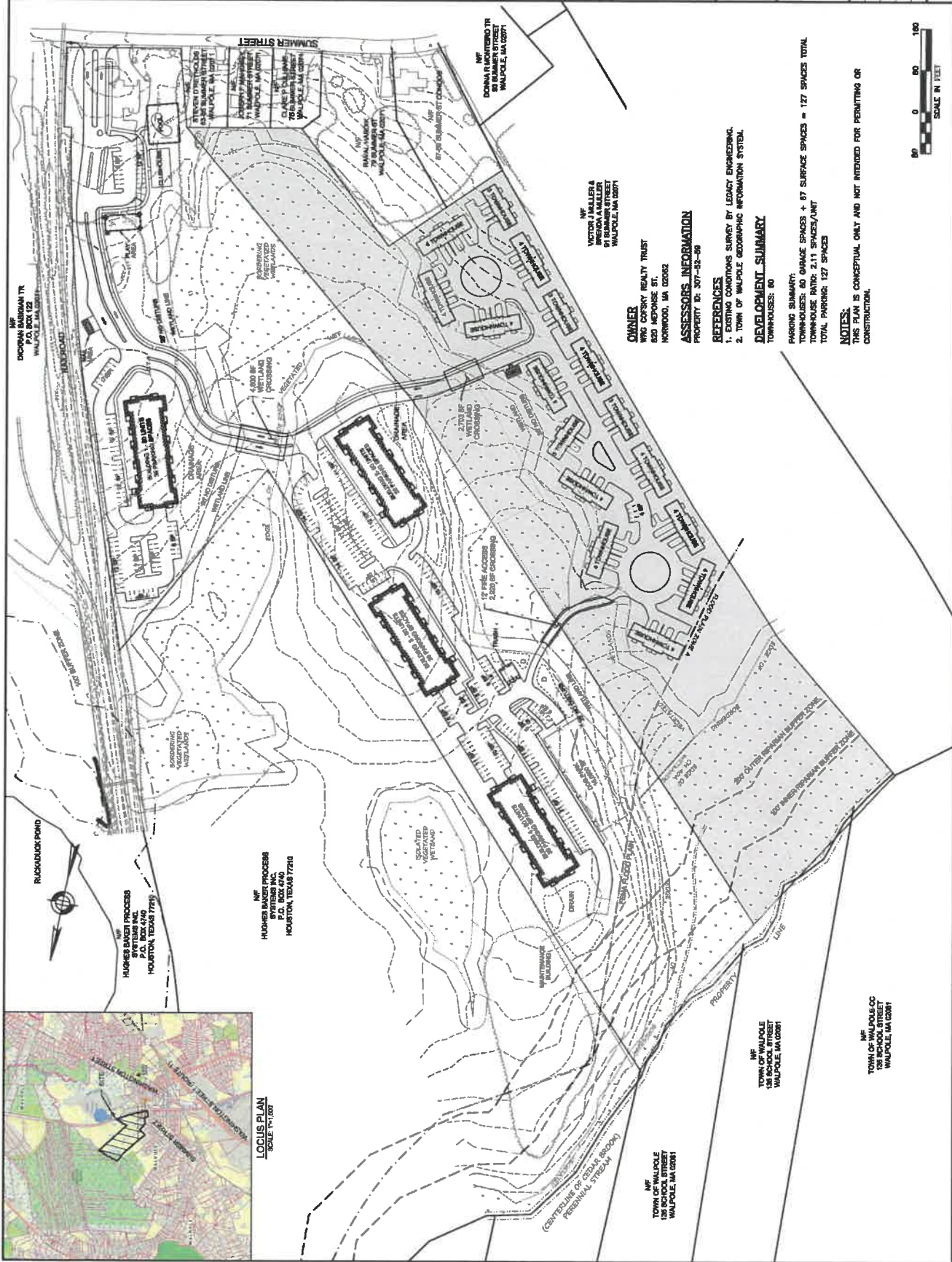
REVISIONS
NO. BY DATE DESCRIPTION

**PRELIMINARY SITE
PLAN**

**CEDAR EDGE
CONDOMINIUM
LOCUS PLAN**

DATE: AUGUST 26, 2010
PROJECT NUMBER: 10097
DESIGNED BY: HSH
DRAWN BY: RF
CHECKED BY: ME

1 SHEET 1 OF 2



SCALE IN FEET

OWNER
WIND COUNTRY REALTY TRUST
820 WINDYBUSH ST.
NORWOOD, MA 02062

ASSESSORS INFORMATION
PROPERTY ID: 307-32-59

REFERENCES
1. EXISTING CONDITIONS SURVEY BY LEGACY ENGINEERING.
2. TOWN OF WALPOLE GEOSPATIAL INFORMATION SYSTEM.

DEVELOPMENT SUMMARY
TOWNHOUSES: 80
PARKING SPACES: 87
TOTAL PARKING SPACES: 127

NOTES:
THIS PLAN IS CONCEPTUAL ONLY AND NOT INTENDED FOR PERMITTING OR CONSTRUCTION.



HUGHES BAKER PROCESS
100 BAKER STREET
P.O. BOX 4140
HOUSTON, TEXAS 77210

LOCUS PLAN
SCALE 1/4"=100'

TOWN OF WALPOLE
100 BAKER STREET
WALPOLE, MA 02061

TOWN OF WALPOLE
100 BAKER STREET
WALPOLE, MA 02061

TOWN OF WALPOLE
100 BAKER STREET
WALPOLE, MA 02061


EXHIBIT B

AUTHORIZATION

The undersigned, being the owners of the Premises off Summer Street, Walpole, Norfolk County, Massachusetts (the "Premises"), hereby authorize Omni Development, LLC or their assigns, to make and file applications on our behalf to any and all governmental and quasi-governmental entities for licenses, permits and approvals for, or related to, the construction of roadways, infrastructure and any and all improvements, developments and/or projects on the Premises.

Dated this 4 day of September, 2019

55 SS LLC

By: 
Name: DAVID E. HALE
Title: MANAGER

OMNI DEVELOPMENT, LLC6 LIBERTY WAY, SUITE 203
WESTFORD, MA 01886
PHONE 978.369.4884DIGITAL FEDERAL CREDIT UNION
MARLBOROUGH, MA 01752-9130

53-9182/2113

9/4/2019

PAY TO THE ORDER OF 55 SS LLC

\$ **1,000.00

One Thousand and 00/100

DOLLARS

55 SS LLC

MEMO

AUTHORIZED SIGNATURE

⑈001147⑈ ⑆211391825⑆

13271101⑈

OMNI DEVELOPMENT, LLC

55 SS LLC

P & S deposit

9/4/2019

1147
1,000.00

DCU Checking

1,000.00

OMNI DEVELOPMENT, LLC

55 SS LLC

P & S deposit

9/4/2019

1147
1,000.00

DCU Checking

1,000.00



*First American
Title Company*

September 3, 2019

VIA FEDEX

**David Hale
Omni Development, LLC
6 Lyberty Way
Westford, MA 01886**

NCS# 977684 – Walpole, Norfolk County, MA

Dear Mr. Hale:

Please find enclosed the following documents relating to the above referenced transaction:

- Original Receipted Purchase and Sale Agreement between Baker Process LLC and Omni Development, LLC

Please do not hesitate to contact me should you have questions or require further assistance, please contact me at **713-402-4383**.

Sincerely,

Ellica Morris
for Lisa Aguilar
Commercial Escrow Officer
LgAguilar@firstam.com

AGREEMENT OF PURCHASE AND SALE

BETWEEN

BAKER PROCESS LLC,

a Delaware limited liability company,

AS SELLER

AND

OMNI DEVELOPMENT, LLC

AS PURCHASER

covering and describing

a portion of

**The Bird Machine Company Plant
Approximately 25 Acres of vacant Real Property**

**situated
in**

Walpole, Norfolk County, Massachusetts

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made to be effective as of the date described in Section 10.23 hereof (the "Effective Date"), by and between **BAKER PROCESS LLC**, a Delaware limited liability company (hereinafter referred to as "Seller"), and **OMNI DEVELOPMENT, LLC**, a Massachusetts LLC, or its nominee ("Purchaser").

W I T N E S S E T H:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at Closing (as such term is defined in Section 4.1 hereof) a certain tract of land situated in Walpole, Norfolk County, Massachusetts, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, together with all rights, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, and any right, title and interest of Seller in and to the adjacent streets, alleys and rights-of-way (collectively the "Property").

1.2 Permitted Exceptions. The Property shall be conveyed subject to the following matters (collectively the "Permitted Exceptions"):

(a) the matters deemed to be Permitted Exceptions pursuant to Section 2.2 hereof;

(b) building restrictions and zoning regulations heretofore or hereafter adopted by any municipal or other public authority relating to the Property;

(c) real property taxes for the year of Closing (if such taxes are not yet due and payable) and subsequent years, which taxes shall be prorated at Closing, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; and

(d) the absence of legal access to the Property.

1.3 Purchase Price. Seller shall sell and Purchaser shall purchase the Property for a total purchase price of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) (the "Purchase Price").

1.4 Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to Seller in cash or immediately available funds at Closing.

1.5 Earnest Money. (a) Simultaneously with the execution of this Agreement, Purchaser shall deposit with First American Title Company (the "Title Company"), having its office at 601 Travis, Suite 1875, Houston, Texas 77002, Attn.: Carol Bernard, the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) in cash (the "Initial Earnest Money") to be held by the Title Company as earnest money in accordance with the terms of this Agreement. The Title Company is hereby instructed to hold the Earnest Money (hereinafter defined) in a non-interest bearing account. In the event Purchaser fails to deposit the Initial Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder, other than Purchaser's Repair and Indemnification Obligations (as such term is defined in Section 3.1 hereof), which shall survive the termination of this Agreement.

ARTICLE II TITLE AND SURVEY

2.1 Commitment for Title Insurance. Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.2 hereof), within ten (10) business days of the Effective Date, a title commitment (the "Preliminary Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser, at Closing, an Owner Policy of Title Insurance, such policy to be on a standard form of policy used in the Commonwealth of Massachusetts in the amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser, and Surveyor copies of all instruments referenced in Schedule B of the Preliminary Commitment. Promptly following the completion of the Survey, the Title Company shall provide a revised title commitment (the "Title Commitment") to Seller and Purchaser showing all matters disclosed by the Survey that affect the title to the Property.

2.2 Survey. Seller shall within thirty (30) calendar days following the Effective Date, and at Seller's expense, cause a current, "as built," on the ground survey (the "Survey") to be performed and completed on the Property and certified by a surveyor (the "Surveyor") selected by Seller and acceptable to Purchaser and the Title Company. The Survey shall show the location of all improvements, recorded easements and encroachments, if any, located on the Property and all building and setback lines and other matters of record affecting the Property. Unless otherwise agreed by Seller and Purchaser, the metes and bounds description contained in the Survey shall be the legal description contained in the documents employed to convey the Property from Seller to Purchaser.

2.3 Title Review Period. Purchaser shall have ten (10) days (the "Title Review Period") after the receipt of the last of (a) the Title Commitment, and (b) the Survey to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment or the Survey, other than the Permitted Exceptions. Any item contained in the Title Commitment or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a "Permitted Exception." If Purchaser notifies Seller of an objection to anything contained in the Title Commitment or the Survey prior to the expiration of the Title Review Period, Seller shall have twenty (20) days, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall in no event be required to) cure or remove such objection. If Seller fails to either cure or remove such objection to the reasonable satisfaction of Purchaser and the Title Company prior to the expiration of the Cure Period and if by reason of such objection the Title Company refuses to issue an Owner Policy of Title Insurance as provided in Section 2.4 of this Agreement, Purchaser may either waive such objection and accept such title as Seller is able to convey, without any reduction in the Purchase Price or, as Purchaser's sole and exclusive remedy, may terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser. Failure of the Purchaser to send written notice of the election available to it pursuant to the preceding sentence within five (5) days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objection and accept such title as Seller is able to convey, without any reduction in the Purchase Price.

2.4 Owner Policy of Title Insurance. At Closing, the Seller shall cause the Title Company to issue to Purchaser, at Purchaser's expense and with a copy to Seller, an Owner Policy of Title Insurance (the "Title Policy") covering the Property, in the amount of the Purchase Price. Such policy may contain as exceptions the standard exceptions (modified, if applicable, at Purchaser's expense) and the Permitted Exceptions.

ARTICLE III INSPECTION PERIOD

3.1 Feasibility Review, Inspection and Permitting. Subject to Section 10.7 hereof, Purchaser shall have the right, for a period commencing on the Effective Date and terminating on January 6, 2020 (the "Inspection Period"), to enter the Property to make a physical inspection and assessment of the Property, including, without limitation, an environmental assessment and sampling of the soil and groundwater; provided, however, that (a) Purchaser shall give Seller at least two (2) business days prior notice before entering onto the Property (which may be written or oral), and (b) if requested by Seller, any such inspections and assessments shall be conducted in the presence of Seller or its designated representative. Purchaser agrees to (i) reasonably repair any damage done to the Property in connection with such inspection and assessment

such as filling holes, but shall not be required to plant trees or bushes, and (ii) indemnify, defend and hold Seller harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest) resulting from Purchaser's inspection and assessment but specifically excluding any loss, liability, cost, damage or expense relating to the discovery of any pre-existing hazardous waste on the Property not caused by Purchaser or exacerbated by Purchaser's negligence or willful misconduct (collectively "Purchaser's Repair and Indemnification Obligations"). All inspections and assessments shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with use of the Property by Seller.

3.2 Termination Right. Seller agrees that in the event Purchaser determines that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (a "Notice of Termination") to Seller prior to the expiration of the Inspection Period. Upon delivery by Purchaser to Seller of a Notice of Termination and the originals and all copies of all Due Diligence Materials and Development Materials in Purchaser's possession or control prior to the expiration of the Inspection Period, this Agreement shall terminate (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money shall be returned to Purchaser. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.2 shall automatically expire and be rendered null and void.

ARTICLE IV CLOSING

4.1 Time and Place. The closing of the transaction contemplated hereby ("Closing") shall take place by escrow of documents and funds at the offices of the Title Company, on the thirtieth (30th) calendar day following expiration of the Inspection Period (or the nearest business day thereafter in the event such thirtieth (30th) day is on a Saturday, Sunday or legal holiday in Houston, Texas or Boston, Massachusetts).

4.2 Seller's Obligations at Closing. At Closing, Seller shall:

(a) deliver to Purchaser a Quitclaim Deed (the "Deed") in the form of Exhibit B attached hereto and made a part hereof for all purposes, executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of (i) parties in possession and (ii) all encumbrances except the Permitted Exceptions;

(b) deliver to Purchaser a FIRPTA Affidavit (the "FIRPTA Affidavit") in substantially the form of Exhibit C attached hereto and made

a part hereof for all purposes, duly executed by each Seller, stating that such Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and in the event any Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to such Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes; and

(c) deliver to Purchaser such evidence as Purchaser and/or the Title Company may reasonably require as to the existence and good standing of the Seller and the authority of the person or persons executing documents on behalf of Seller.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

(a) pay to Seller the Purchase Price in cash or readily available funds, it being agreed that the Earnest Money shall be delivered to Seller at Closing and applied towards payment of the Purchase Price;

(b) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "Code"); and

(c) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

4.4 Prorations.

(a) The following shall be apportioned with respect to the Property:

(i) real property taxes for the year of Closing, as of the date of Closing, any apportionment of real estate taxes to be made with respect to a tax year for which either the tax rate or assessed valuation or both have not yet been fixed, to be upon the basis of the tax rate and/or assessed valuation last fixed; provided, however, that Seller and Purchaser agree that to the extent the actual real property taxes for the current year differ from the amount apportioned at Closing, Seller and Purchaser will make adjustments pursuant to Section 4.4(b) hereof; and

(ii) if Seller has filed a pending ad valorem tax protest as of the date of Closing, all fees incurred and any savings realized in connection therewith.

(b) Seller shall receive the income from and be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Purchaser shall pay any taxes and assessments assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to receive hereunder shall reimburse the other party hereto in the amount of such overpayment within thirty (30) days after receiving written demand therefor, unless the party receiving the written demand does not in good faith believe said sum to be due, in which case such party shall promptly notify the other of its grounds for failing to make such payment. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested after a period of thirty (30) days after the date all necessary information is available to make a complete and accurate determination of such apportionments.

The provisions of this Section 4.4 shall survive Closing.

4.5 Closing Costs. Seller shall pay (a) the fees of any counsel representing it in connection with the transaction contemplated hereby, (b) the cost of the Survey, and (c) one-half (1/2) of any escrow fee which may be charged by the Title Company in connection with the transaction contemplated hereby. Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) all premiums charged by the Title Company in connection with the Owner's Policy or any extended coverage purchased by Purchaser, (c) the excise tax stamps and fees for recording the Deed, and (d) one-half (1/2) of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby. All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.

ARTICLE V REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Seller is a corporation, duly organized and in good standing under the laws of the State of Delaware and is in good standing and

authorized to do business in the State of Massachusetts. Seller has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms; and

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity (other than any liens or other encumbrances that will be released at or prior to Closing), (iii) conflict with or violate the organizational documents of Seller, (iv) result in the creation or imposition of any lien on all or any part of the Property, or (v) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Seller or all or any part of the Property.

(d) The sale contemplated hereby does not represent all or substantially all of the assets of the Seller entity.

5.2 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the Commonwealth of Massachusetts. Purchaser is in good standing and authorized to do business in the State of Massachusetts. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser;

(d) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and

(e) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller.

5.3 Covenants of Purchaser. Purchaser hereby covenants to Seller, which covenants shall survive Closing, as follows:

(a) Subject to Section 10.7 hereof, Purchaser shall, in connection with its inspection and assessment of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as such term is defined below) and shall promptly provide Seller with a true, correct, complete and legible copy of all written inspection reports and other documentation prepared by or on behalf of Purchaser in connection with such inspection. Purchaser hereby assumes full responsibility for such inspections. Purchaser irrevocably and unconditionally waives any and all claims against Seller arising from the presence or alleged presence of Hazardous Substances (as that term is defined in Section 6.3) in, on, under or about the Property. Purchaser also covenants that in the event that post-Closing operations, maintenance, monitoring or similar actions (such as, without limitation, actions comprising a "Remedy Operations Status" Response Action or similar such Action under the MCP) are required under the MCP, Purchaser or any successor of Purchaser or any other person operating under the authority of Purchaser shall, at such person's sole cost and request,

comply with such post-Closing requirements, and comply with the limitations and requirements of any Restrictive Covenant adopted as part of Seller's Response Actions; and indemnifies and shall defend and hold harmless Seller and its directors, officers, shareholders, employees, representatives, agents, successors and assigns from and against any and all liability arising from Purchaser's failure to perform its covenant hereunder after closing. **SELLER AND PURCHASER AGREE THAT THE WAIVER CONTAINED IN THIS SECTION 5.3(a) APPLIES TO ALL CLAIMS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT ARISE IN WHOLE OR IN PART AS A RESULT OF SELLER'S SOLE OR CONCURRENT NEGLIGENCE, OR THE SOLE OR CONCURRENT NEGLIGENCE OF SELLER'S AGENTS, EMPLOYEES AND CONTRACTORS. FURTHER, PURCHASER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, COST, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, CONSULTANTS' FEES, COURT COSTS AND INTEREST), SUFFERED OR INCURRED BY SELLER ARISING OUT OF OR RESULTING FROM THE PRESENCE OR ALLEGED PRESENCE/INTRODUCTION OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY FROM AND AFTER THE DATE OF CLOSING, INCLUDING, WITHOUT LIMITATION, (I) ANY LIABILITY UNDER OR ON ACCOUNT OF ENVIRONMENTAL LAW, INCLUDING, WITHOUT LIMITATION, THE ASSERTION OF ANY LIEN THEREUNDER, (II) CLAIMS BROUGHT BY THIRD PARTIES FOR LOSS OR DAMAGE INCURRED OR SUSTAINED ON OR AFTER THE DATE OF CLOSING, (III) LIABILITY WITH RESPECT TO ANY OTHER MATTER RELATING TO ANY ACTUAL OR ALLEGED VIOLATION BY PURCHASER OR THE PROPERTY OF ENVIRONMENTAL LAW AND (IV) ANY LIABILITY ARISING FROM PURCHASER'S FAILURE TO PERFORM ITS COVENANTS UNDER THIS SECTION 5.3(a).**

(b) Purchaser will not acquire the Property with the assets of an employee benefit plan as defined in Section 3(3) of ERISA; and

(c) Neither Purchaser nor any officer or director of Purchaser is either a "party in interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e) of the Code) with respect to any employee benefit plan funded in whole or in part by Seller.

5.4 Waiver of Representations and Warranties, Covenants and Indemnities. Notwithstanding anything to the contrary contained in this Agreement, in the event that either party consummates the transaction contemplated hereby with actual knowledge of (a) a breach of the other party's representations and warranties or covenants hereunder, or (b) an event or condition that upon the passage of time, the giving of notice or both, would

constitute such a breach, (c) a claim against the other party pursuant to any of the indemnification provisions contained in this Agreement, or (d) an event or condition that upon the passage of time, the giving of notice or both, would constitute a claim against the other party under any indemnification provision contained in this Agreement, then the party that consummates the transaction contemplated by way of such knowledge shall be irrevocably deemed to have waived any and all representations and warranties, covenants or indemnities set forth in this Agreement relating to such breach, claim, condition or event.

ARTICLE VI HAZARDOUS SUBSTANCES

6.1 Environmental Condition and Review.

Seller strongly recommends that Purchaser complete its own investigation as to the environmental condition of the Property. In such event, Purchaser agrees to provide Seller promptly, on the request of Seller's counsel, written notice of the results of any such investigation and a copy of any reports, test data or other information produced on Purchaser's behalf in connection with the environmental condition of the Property. Purchaser agrees that it will coordinate all environmental inspections with Seller's Director of Environmental Affairs and will, upon request, perform all such inspections in the presence of said Director of Health, Safety and Environmental Affairs or her designee.

6.2 Representation. Seller hereby represents and warrants to Purchaser that, to the current actual knowledge, without inquiry, of Seller's Representatives (hereinafter defined) there are no currently pending claims asserted against Seller by any third party in connection with any Environmental Contamination affecting the Property.

6.3 Definitions. For purposes of this Agreement, the following terms shall the meanings set forth below:

(a) "Environmental Contamination", the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including, without limitation, the abandonment or discarding of barrels, containers, and other closed receptacles containing Hazardous Substances or any other hazardous substance, pollutant or contaminant in violation of an Environmental Law.

(b) "Environmental Law", any federal, state, or local law (including common law), treaty, ordinance, rule, regulation, or policy relating to pollution, the protection of human health and the environment, or to the Release of any Hazardous Substance into the environment, including, without limitation, the following laws, all as amended, and together with their implementing administrative regulations: (1) the Comprehensive Environmental Response

Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), (2) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), (3) the Federal Hazardous Materials Transportation Law (42 U.S.C. § 5101 et seq.), including, without limitation, the implementing regulations of the U.S. Departments of Transportation and Homeland Security, (4) Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, (5) the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), (6) the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), (7) the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. § 11001 et seq.), (8) the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), (9) Endangered Species Act of 1973, and (10) Safe Drinking Water Act of 1974.

(c) "Hazardous Substances", petroleum, petroleum by-products, asbestos, polychlorinated biphenyls, flammable materials, radioactive material and any other chemicals, compounds, elements, materials, substances or wastes which are currently defined or regulated as "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "toxic air pollutants," "hazardous air pollutants," "pollutants," or "contaminants" under any Environmental Law.

(d) "MCP", the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, and the implementing regulations and policies of the Massachusetts DEP which are codified at or published by DEP pursuant to 310 C.M.R. 40.000 et seq.

(e) "Seller's Representatives" shall mean Jim Dodson and Dina Kuykendall.

ARTICLE VII DEFAULT

7.1 Default by Purchaser. In the event that Purchaser fails to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and receive the Earnest Money, as liquidated damages for the breach of this Agreement, it being agreed between Seller and Purchaser that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

7.2 Default by Seller. In the event that Seller fails to consummate this Agreement for any reason, except Purchaser's default or the termination of this Agreement by either Seller or Purchaser as expressly provided for in this Agreement, Purchaser shall be entitled, as its sole and exclusive remedy, to either (a) enforce specific performance of this Agreement, or (b) the return of the Earnest Money, which return shall operate to terminate this Agreement and release Seller from any and all duties, obligations and liability hereunder.

ARTICLE VIII CONDEMNATION

8.1 Condemnation. In the event of any condemnation or written threat of condemnation of all or any part of the Property subsequent to the Effective Date and prior to the date of Closing, Purchaser may, at its sole option, either terminate this Agreement (except for Purchaser's Repair and Indemnification Obligations, which shall survive the termination of this Agreement) and the Earnest Money shall be immediately returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to all condemnation proceeds and other sums resulting from such condemnation shall be assigned in writing by Seller to Purchaser and delivered to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE IX COMMISSIONS

9.1 Commissions. Each party represents to the other that there has been no broker or finder engaged in connection with the sale of the Property from Seller to Purchaser as contemplated by this Agreement. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder (other than Broker whose commission is paid by Seller) by,

through or on account of any acts of such party or its representatives, such party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including, attorneys' fees and court costs) in connection therewith. In the event the transaction contemplated by this Agreement fails to close for any reason whatsoever, including, specifically, without limitation, Seller's default, Seller shall have no obligation for the payment of any commission or similar type fee hereunder. The provisions of this Section 9.1 shall survive Closing.

ARTICLE X MISCELLANEOUS

10.1 Disclaimers. PURCHASER AGREES THAT IT WILL INSPECT AND ASSESS THE PROPERTY PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD AND THAT PURCHASER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN ELECTING WHETHER OR NOT TO PURCHASE THE PROPERTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN ARTICLES V AND VI OF THIS AGREEMENT, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY, THE ZONING CLASSIFICATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAW, OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH REGARD TO TITLE TO THE PROPERTY, ANY IMPROVEMENTS THEREON, OR ANY INTEREST THEREIN. TO THE EXTENT THAT WARRANTIES OF TITLE ARE TO BE MADE, SUCH WARRANTIES SHALL BE SET FORTH SOLELY AND EXPRESSLY IN THE DEED AND OTHER DOCUMENTS USED TO CONVEY THE PROPERTY FROM SELLER TO PURCHASER AT CLOSING. NOTWITHSTANDING THAT A FORM OF DEED AND OTHER DOCUMENTS MAY BE ATTACHED TO THIS AGREEMENT AND/OR REFERENCED HEREIN, NO WARRANTY OF TITLE CONTAINED IN SUCH DEED, BILL OF SALE, ASSIGNMENT OR OTHER DOCUMENT IS INTENDED TO BE INCORPORATED INTO OR MADE A PART OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10.1 SHALL SURVIVE CLOSING.

10.2 Discharge of Obligations. The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

10.3 Assignment. Purchaser may not assign its rights under this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion. Any assignment or attempted assignment in violation of the provisions of this Section 10.3 shall be null and void and shall constitute a default by Purchaser. In the event that Seller gives its prior written consent to the assignment of Purchaser's rights and obligations under this Agreement to a proposed assignee, any and all sums paid by such assignee to Purchaser in connection with such assignment, other than any sums that are paid to Purchaser as reimbursement of out of pocket expenses actually incurred by Purchaser in connection herewith, shall be the property of and delivered by Purchaser to Seller. Any such sums so delivered to Seller shall be deemed consideration for Seller's consent to the proposed assignment. Notwithstanding the foregoing, the Seller acknowledges and agrees that Purchaser may take title to this property in a nominee entity that controls, is controlled by or under common control with the initial Purchaser named herein.

10.4 Expiration of Time Periods. In the event that any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in either South Walpole, Norfolk County, Massachusetts or Houston, Harris County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

10.5 Notices. Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) prepaid telegram, telex or facsimile transmission (provided that such telegram, telex or facsimile transmission is confirmed by expedited delivery service or by mail in the manner previously described), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

(i) If to Seller:

George P. Bernhardt
Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
E-mail: george.bernhardt@bakerhughes.com

with a copy thereof to:

John J. Griffin, Jr.
Greenberg Traurig, LLP
One International Place
Boston, Massachusetts 02110
Facsimile No.: 617-310-6001
E-mail Address: griffinj@gtlaw.com

(ii) If to Purchaser:

Omni Development, LLC
6 Lyberty Way
Westford, MA 01886
Attention: David Hale
Email: dhale@omniproperties.com

with a copy thereof to:

Maryann C. Cassidy
Louis N. Levine
D'Agostine, Levine, Parra & Netburn, PC
268 Main Street
PO Box 2223
Acton, MA 01720
Email: mcassidy@dlpnlaw.com

10.6 Modification. This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

10.7 Confidentiality. Purchaser recognizes, understands and agrees that pursuant to this Agreement it will become aware of certain information regarding Seller and the ownership and operation of the Property, including, without limitation, the Due Diligence Materials. Purchaser agrees that, except as otherwise set forth herein or in connection with a mandatory reporting or proceeding before a court of competent jurisdiction or other governmental or

quasi-governmental entity, it shall not disclose any such information to any third party or parties, except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller acknowledges that if the results of Purchaser's due diligence disclose that there exists no hazardous materials on site or that there does exist hazardous materials on site but the site can legally be used for residential purposes under applicable law, then Purchaser may need to submit certain materials to the permitting authorities relating to the Property including, but not limited to, an environmental report. Seller consents to such disclosures notwithstanding the generality of the above agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental entity, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement and as requested or required by regulatory and/or rating agencies. The provisions of this Section 10.7 shall survive Closing.

10.8 Reporting Requirements. The Title Company hereby agrees to serve as the "real estate reporting person" as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated hereby appear in Section 10.8 hereof and Seller, Purchaser and the Title Company agree to retain a copy of this Agreement for a period of four (4) years following the end of the calendar year in which Closing occurs. The provisions of this Section 10.8 shall survive Closing.

10.9 Time is of the Essence. Seller and Purchaser agree that time is of the essence with regard to this Agreement and the performance of the terms and provisions hereof.

10.10 Successors and Assigns. The terms and provisions hereof are to apply to and bind the permitted successors and assigns of the parties hereto.

10.11 Exhibits and Schedules. The following schedules or exhibits are attached hereto (collectively the "Exhibits") and shall be deemed to be an integral part hereof:

- (a) Exhibit A-legal description of the Property;
- (b) Exhibit B-form of Deed; and
- (c) Exhibit C-form of FIRPTA Affidavit.

10.12 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

10.13 Further Assurances. Seller and Purchaser agree that they will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions to this Section 10.13 shall survive Closing.

10.14 Fees and Expenses. In the event of any controversy, claim or dispute between Seller and Purchaser affecting or relating to the transaction contemplated by or the performance of the rights and obligations under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest.

10.15 Counterparts. This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving the existence, validity or content of this Agreement.

10.16 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.17 Section Headings. Section headings contained in this Agreement are for convenience only and shall not be considered in interpreting or construing this Agreement.

10.18 Binding Effect. This Agreement shall not be binding upon either Seller or Purchaser unless and until both Seller and Purchaser have executed this Agreement.

10.19 Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws principles thereof.

10.20 Joint Drafting. Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

10.21 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

10.22 Approval by Seller. Purchaser recognizes, understands and agrees that this Agreement shall not be binding upon Seller unless and until the same has been executed by an authorized officer of Seller. Purchaser recognizes, understands and agrees that Seller may, for whatever reason and in its sole and absolute discretion, not execute this Agreement, in which case this Agreement shall not be binding on either party. Purchaser further recognizes, understands and agrees that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by an authorized officer of Seller as indicating or evidencing Seller's intent or desire to be bound by the terms and provisions of this Agreement.

10.23 Effective Date of Agreement. Upon the execution of this Agreement by Purchaser, this Agreement shall constitute an offer by Purchaser. The offer by Purchaser evidenced hereby shall automatically be withdrawn and become of no force or effect unless this Agreement is executed by Seller and delivered to the Title Company on or before 5:00 p.m., Houston, Texas, time, on _____, 2019. The date Seller delivers an executed copy of this Agreement to the Title Company, as evidenced by the Title Company's notation in the space set forth below, shall be deemed the effective date of this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

SELLER:

Executed by Seller this
30th day of August, 2019.

BAKER PROCESS LLC,
a Delaware limited liability company

By [Signature]
Name: Lee Whitley
Title: Vice President

PURCHASER:

Executed by Purchaser this
____ day of _____, 2019.
company

OMNI DEVELOPMENT, LLC.,
a Massachusetts limited liability

By _____
Name: _____
Title: _____

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of Earnest Money from Purchaser in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) on the 29 day of AUGUST, 2019. The Title Company hereby acknowledges receipt of a fully executed counterpart of this Agreement from Seller on the 3 day of September, 2019, which date shall be deemed the "Effective Date" of this Agreement.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: [Signature]
Name: Lisa Hamilton
Title: Sr. Escrow Officer

SELLER:

Executed by Seller this
____ day of _____, 2019.

BAKER PROCESS, INC.,
a Delaware corporation

By _____
Name: _____
Title: _____

PURCHASER:

Executed by Purchaser this
28 day of August, 2019.
company

OMNI DEVELOPMENT, LLC.,
a Massachusetts limited liability

By DS Hale
Name: DAVID E. HALE
Title: MANAGER

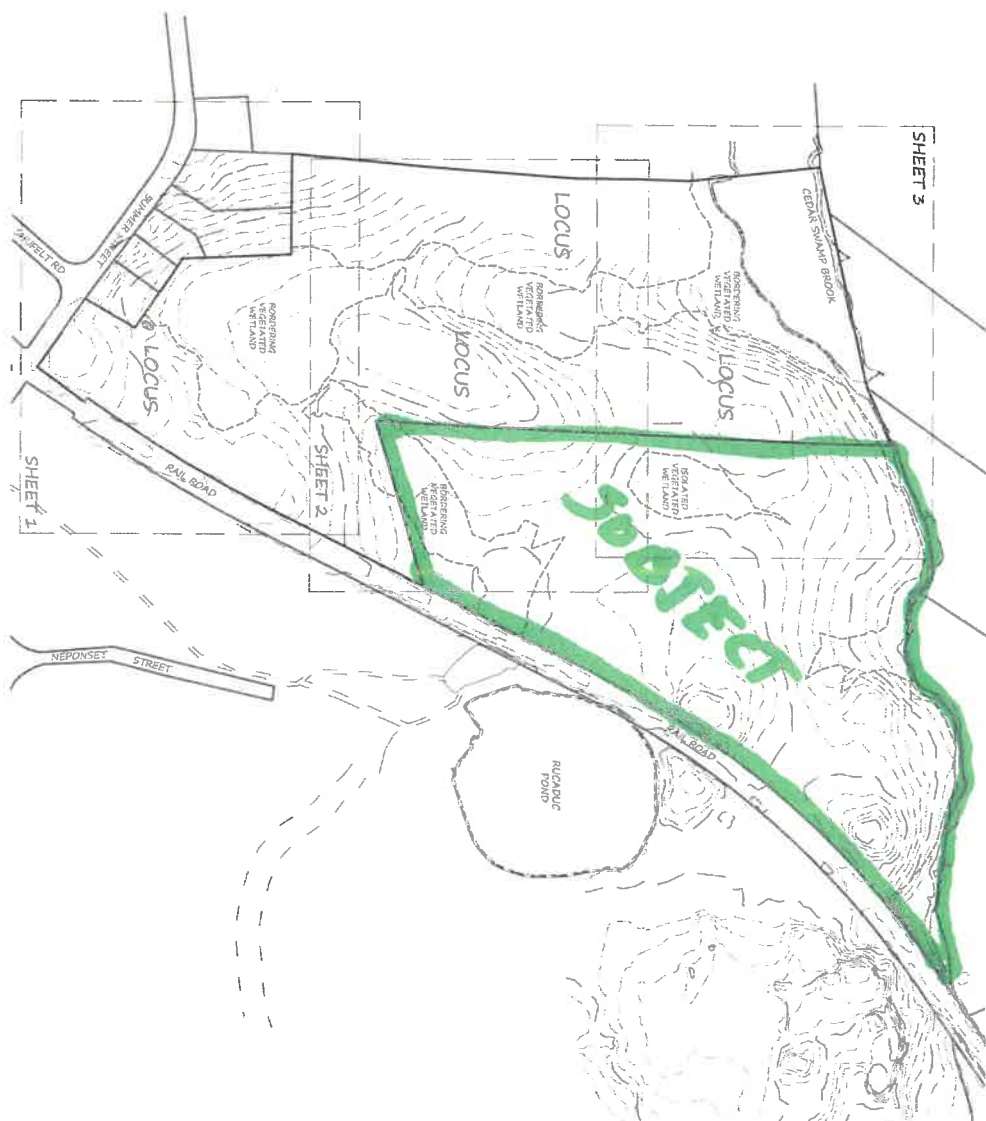
The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of Earnest Money from Purchaser in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) on the 29 day of August, 2019. The Title Company hereby acknowledges receipt of a fully executed counterpart of this Agreement from Seller on the ____ day of _____, 2019, which date shall be deemed the "Effective Date" of this Agreement.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By _____
Name: _____
Title: _____

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

[illegible]

KEY LOCUS
SCALE: 1"=1.20'

OWNER
WOLF CENSUS REALTY TRUST
880 NEWPORT STREET
NORWOOD, MA 02062

APPLICANT
55 SE LLC
4 LEBRON WAY
WESTBORO, MA 01581

ZONING DISTRICT
L-4 (LIMITED MANUFACTURING)
W/P/D AREA 3

ASSESSORS PARCEL
MA 52 LOT 54

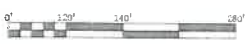
PLAN & DEED REFERENCE
DEED 800 100 100 100
PLAN BOOK 226 - PAGE 740
LC PLAN 18554

[illegible]

SUMMER STREET
A.N.R.A.D.
PLAN OF LAND
IN
WALPOLE, MA

[illegible]

PLAN SCALE: 1" = 120'



Digitally signed by Daniel J. Menikoff, P.E.
Date: 2019.08.14 11:29:36 -0400

EXHIBIT B

QUITCLAIM DEED

After Recording, Return to:

QUITCLAIM DEED

The undersigned, BAKER PROCESS, INC., a Delaware corporation with an address of _____ ("**Grantor**"), for consideration paid of _____ No/100 Dollars (\$_____.00), grants to _____, a _____ with an address of _____ ("**Grantee**"), with QUITCLAIM COVENANTS, the land with the improvements thereon located in the Town of Walpole, Norfolk County, Massachusetts, being further described in Exhibit A attached hereto and incorporated herein by reference (the "**Premises**").

The Premises are conveyed together with the benefit of, and subject to the matters listed on Exhibit B attached hereto and incorporated herein by reference, without reimposing same.

The sale of the Premises is not the sale of all or substantially all of Grantor's assets in the Commonwealth of Massachusetts.

For title reference see deed recorded with _____ County, Registry of Deeds at Book _____, Page _____ and Book _____, Page _____.

[see next page for signatures]

Street Address:

WITNESS the execution hereof under seal this _____ day of _____,
2020.

BAKER PROCESS LLC
a Delaware limited liability company

By: _____
Name:
Title:

STATE/COMMONWEALTH OF _____

[Insert County], ss _____, 2020

On this day, before me, the undersigned notary public, personally appeared [_____] proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image; ☐ oath or affirmation of a credible witness known to me who knows the above signatory; or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as _____, of BAKER PROCESS LLC, a Delaware limited liability company.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

EXHIBIT B

Permitted Exceptions

EXHIBIT C

FIRPTA AFFIDAVIT

THE COMMONWEALTH OF
MASSACHUSETTS

COUNTY OF NORFOLK

§
§
§
§

KNOW ALL PERSONS BY THESE
PRESENTS:

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

EXECUTED effective as of the ____ day of _____, 2019.

a _____

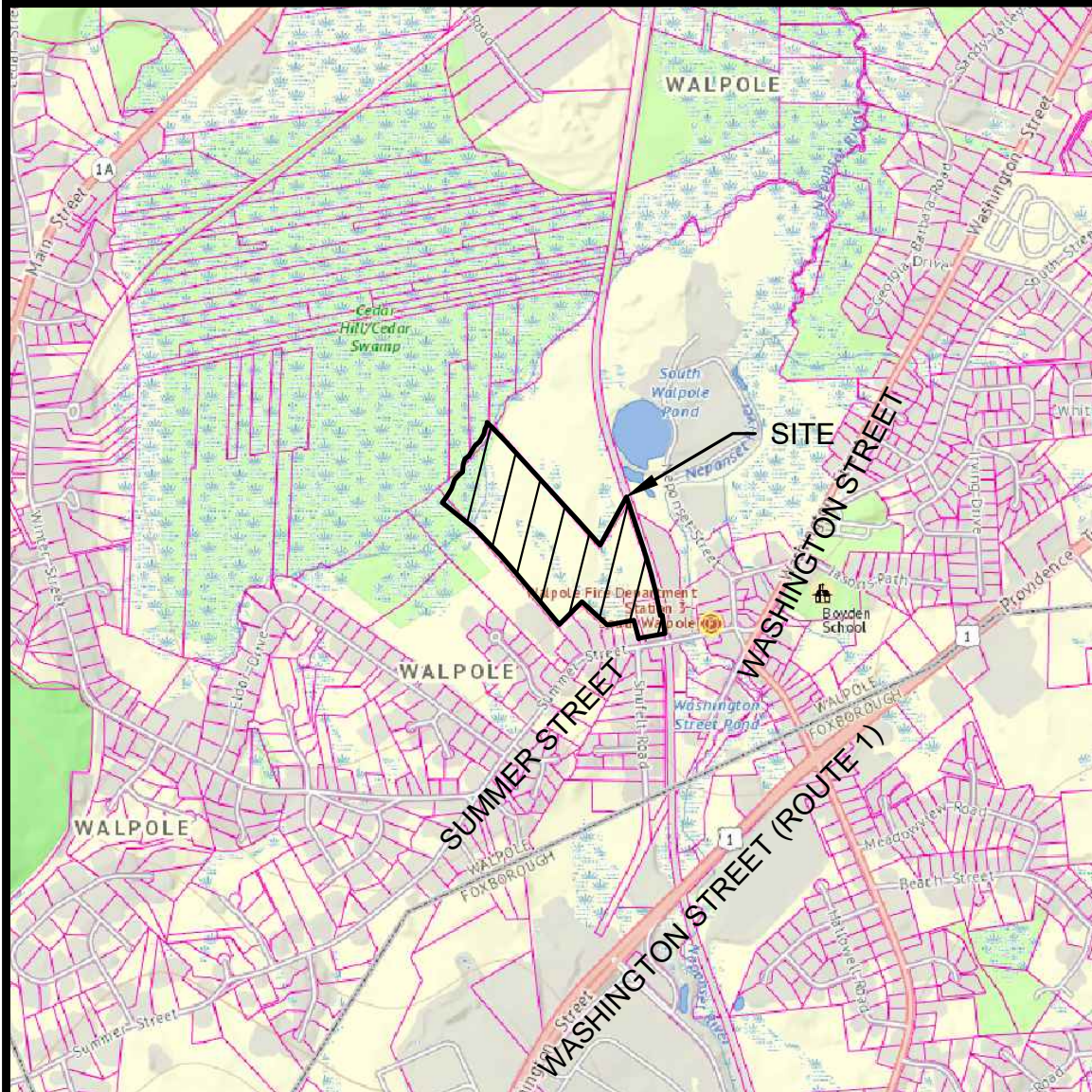
By _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
2019.

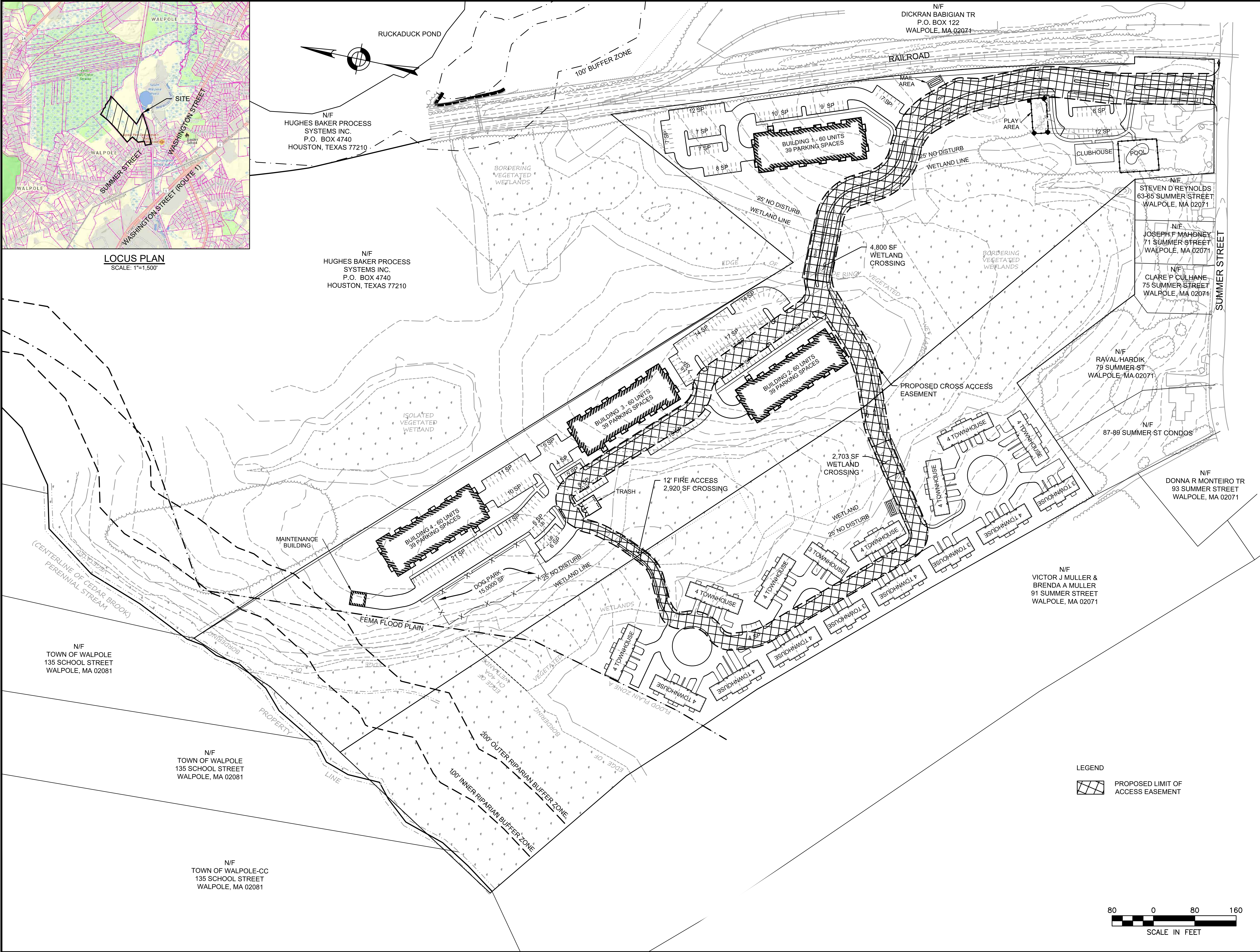
Notary Public in and for the
Commonwealth of Massachusetts

Printed or Typed Name of Notary

My Commission Expires:



LOCUS PLAN
SCALE: 1"=1,500'



HOWARD STEIN HUDSON

114 Turnpike Road, Suite 2C
Chelmsford, MA 01824
www.hshassoc.com

PREPARED FOR:

DAVID HALE
OMNI PROPERTIES
6 LYBERTY WAY., SUITE 203
WESTFORD, MA 01886

PROPOSED MULTIFAMILY
DEVELOPMENT
SUMMER STREET
WALPOLE, MA

REVISIONS:

NO	BY	DATE	DESCRIPTION

EXHIBIT 4.2

PRELIMINARY SITE PLAN

CROSS
EASEMENT PLAN

DATE: AUGUST 30, 2019

PROJECT NUMBER: 19097

DESIGNED BY: KE/KF

DRAWN BY: KF

CHECKED BY: KE

1

SHEET 1 OF 1



August 28, 2019

David E. Hale
Omni Properties LLC
6 Lyberty Way, Suite 203
Westford MA 01886

RE: Cedar Edge Condominiums
Walpole MA

Dear Mr. Hale:

This letter shall confirm Enterprise Bank's interest in financing the above proposed 60-unit condominium complex which will include 25% or 15 units designated as affordable. As a FHLBB Member Bank, Enterprise would finance the construction of this project through the New England Fund (NEF) program and shall comply with all NEF requirements.

If you should require anything further, please contact me at 978-656-5665.

Sincerely,

A handwritten signature in blue ink, reading 'Patty LoFaro Wilson'.

Patty LoFaro Wilson
Senior Vice President
Commercial Lending Manager

Comparative Market Analysis



**55 Summer Street, Walpole, Massachusetts
02071**

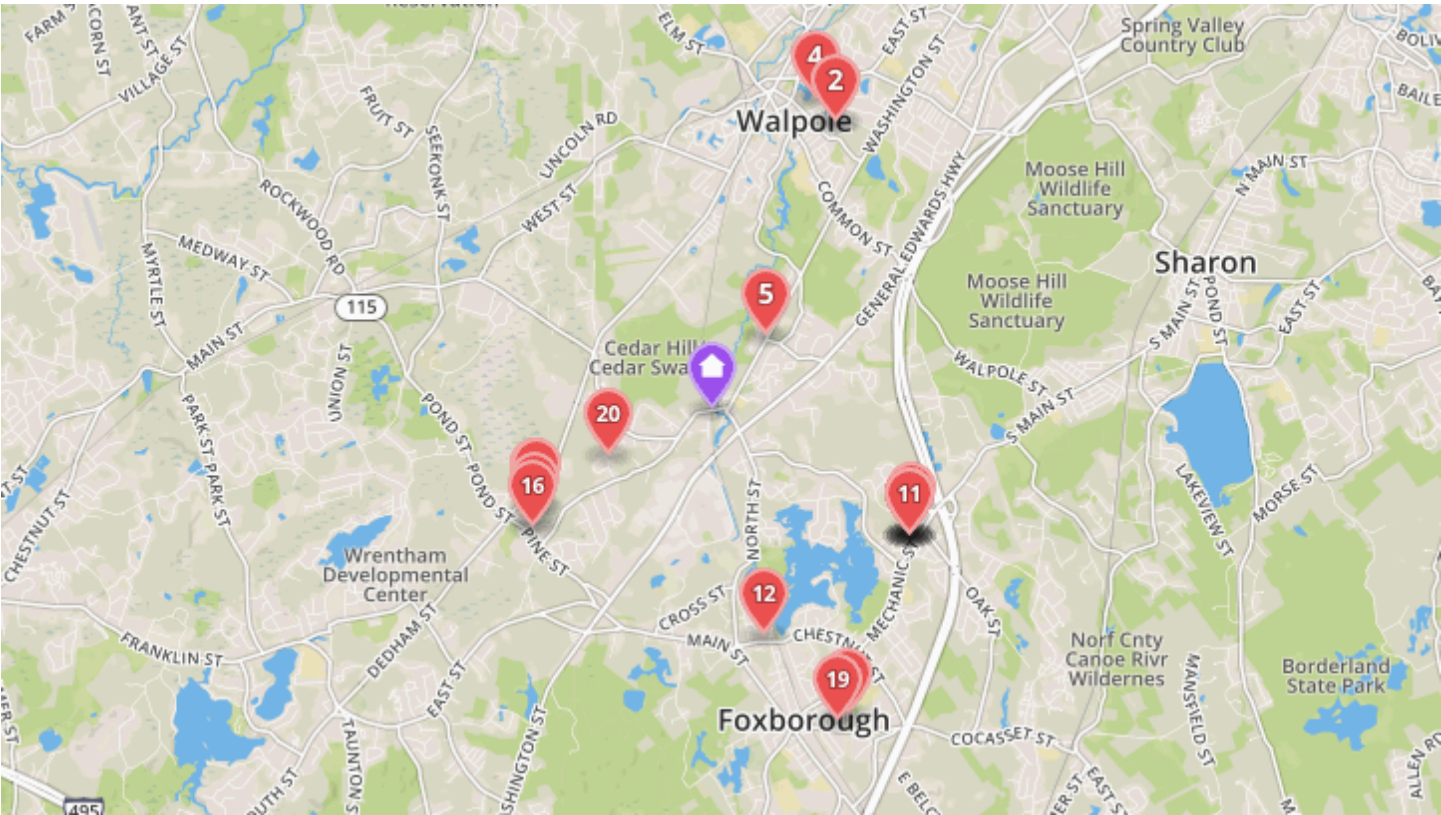
55 SS LLC

SEPTEMBER 6, 2019

George Robb

Omni Properties

Map Of Comparable Listings



STATUS: S = CLOSED

	MLS #	STATUS	ADDRESS	BEDS	BATHS	SQFT	PRICE
1	Subject		55 Summer St	-	-	-	-
2	72526615	S	12 Delcor Drive 12	2	3.00	1,849	\$545,000
3	72472866	S	1 Roseland St B-11	2	2.00	2,100	\$505,100
4	72467539	S	12 Tilton Court 12	2	2.00	1,948	\$589,000
5	72453320	S	1641 Washington St. 1641	3	3.00	1,706	\$500,000
6	72462183	S	1 Roseland St B-8	3	3.00	2,100	\$537,236
7	72443831	S	27 VALLEY STREET 27	2	3.00	1,875	\$470,000
8	72439639	S	1 Roseland St C-4	2	3.00	2,100	\$517,000
9	72439632	S	1 Roseland St C-6	2	3.00	2,100	\$513,650

MLS #	STATUS	ADDRESS	BEDS	BATHS	SQFT	PRICE
10 72383940		Lot 29 VALLEY STREET 29	2	3.00	1,875	\$459,000
11 72439642		1 Roseland St C-2	2	3.00	2,100	\$515,000
12 72334818		4 Dexter 4	3	4.00	2,067	\$450,000
13 72445676		1 Roseland St B-4	2	2.00	2,100	\$494,000
14 72383151		Lot 31 VALLEY STREET 31	2	3.00	1,875	\$449,900
15 72383013		1 Roseland St C-10	3	3.00	2,100	\$525,000
16 72383932		33 VALLEY ST. 33	2	3.00	1,875	\$449,900
17 72408974		9 Marisa Lane 9	2	3.00	1,849	\$551,900
18 72363055		1 Roseland St C-9	3	3.00	2,100	\$499,000
19 72349009		34 Pleasant Street 7	2	4.00	1,951	\$502,000
20 72295165		3 Abbey Road 3	2	3.00	2,077	\$719,000

Comparable Properties

Photo not available



55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY

12 Delcor Drive 12

Walpole, MA 02081

CLOSED 8/29/19

1 Roseland St B-11

Foxboro, MA 02035

CLOSED 7/30/19

12 Tilton Court 12

Walpole, MA 02081

CLOSED 8/28/19

Details

MLS #	-	MLS #	72526615	MLS #	72472866	MLS #	72467539
List Price	-	List Price	\$539,900	List Price	\$499,000	List Price	\$649,900
Sold Price	-	Sold Price	\$545,000	Sold Price	\$505,100	Sold Price	\$589,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	8/29/19	Sold Date	7/30/19	Sold Date	8/28/19
\$/Sold	-	\$/Sqft	\$295	\$/Sqft	\$241	\$/Sqft	\$302
DOM	-	DOM	19	DOM	55	DOM	61
Year Built	-	Year Built	2003	Year Built	2019	Year Built	2014
Sqft	-	Sqft	1,849	Sqft	2,100	Sqft	1,948
Lot Size	-	Lot Size	-	Lot Size	-	Lot Size	-
Area	-	Area	-	Area	-	Area	-
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	-
Style	Townhouse	Style	-	Style	-	Style	-
Taxes	-	Taxes	-	Taxes	-	Taxes	-
Beds	-	Beds	2	Beds	2	Beds	2
Baths	-	Baths	3.00	Baths	2.00	Baths	2.00
Garages	-	Garages	1	Garages	1	Garages	1

Comparable Properties

Photo not available



55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY

1641 Washington St. 1641

Walpole, MA 02081

CLOSED 6/17/19

1 Roseland St B-8

Foxboro, MA 02035

CLOSED 6/26/19

27 VALLEY STREET 27

Norfolk, MA 02056

CLOSED 4/5/19

Details

MLS #	-	MLS #	72453320	MLS #	72462183	MLS #	72443831
List Price	-	List Price	\$499,900	List Price	\$525,000	List Price	\$469,900
Sold Price	-	Sold Price	\$500,000	Sold Price	\$537,236	Sold Price	\$470,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	6/17/19	Sold Date	6/26/19	Sold Date	4/5/19
\$/Sold	-	\$/Sqft	\$293	\$/Sqft	\$256	\$/Sqft	\$251
DOM	-	DOM	80	DOM	28	DOM	55
Year Built	-	Year Built	2018	Year Built	2019	Year Built	2018
Sqft	-	Sqft	1,706	Sqft	2,100	Sqft	1,875
Lot Size	-	Lot Size	-	Lot Size	-	Lot Size	-
Area	-	Area	-	Area	-	Area	Pondville
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	-
Style	Townhouse	Style	-	Style	-	Style	-
Taxes	-	Taxes	-	Taxes	-	Taxes	-
Beds	-	Beds	3	Beds	3	Beds	2
Baths	-	Baths	3.00	Baths	3.00	Baths	3.00
Garages	-	Garages	1	Garages	1	Garages	2

Comparable Properties

Photo not available

55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY



1 Roseland St C-4

Foxboro, MA 02035

CLOSED 4/12/19



1 Roseland St C-6

Foxboro, MA 02035

CLOSED 4/19/19



Lot 29 VALLEY STREET 29

Norfolk, MA 02056

CLOSED 3/15/19

Details

MLS #	-	MLS #	72439639	MLS #	72439632	MLS #	72383940
List Price	-	List Price	\$519,000	List Price	\$499,000	List Price	\$469,900
Sold Price	-	Sold Price	\$517,000	Sold Price	\$513,650	Sold Price	\$459,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	4/12/19	Sold Date	4/19/19	Sold Date	3/15/19
\$/Sold	-	\$/Sqft	\$246	\$/Sqft	\$245	\$/Sqft	\$245
DOM	-	DOM	56	DOM	39	DOM	177
Year Built	-	Year Built	2018	Year Built	2018	Year Built	2018
Sqft	-	Sqft	2,100	Sqft	2,100	Sqft	1,875
Lot Size	-	Lot Size	2,178	Lot Size	2,178	Lot Size	-
Area	-	Area	-	Area	-	Area	Pondville
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	-
Style	Townhouse	Style	-	Style	-	Style	-
Taxes	-	Taxes	-	Taxes	-	Taxes	-
Beds	-	Beds	2	Beds	2	Beds	2
Baths	-	Baths	3.00	Baths	3.00	Baths	3.00
Garages	-	Garages	1	Garages	1	Garages	2

Comparable Properties

Photo not available



55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY

1 Roseland St C-2

Foxboro, MA 02035

CLOSED 3/21/19

4 Dexter 4

Foxboro, MA 02035

CLOSED 4/1/19

1 Roseland St B-4

Foxboro, MA 02035

CLOSED 5/9/19

Details

MLS #	-	MLS #	72439642	MLS #	72334818	MLS #	72445676
List Price	-	List Price	\$515,000	List Price	\$469,890	List Price	\$494,000
Sold Price	-	Sold Price	\$515,000	Sold Price	\$450,000	Sold Price	\$494,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	3/21/19	Sold Date	4/1/19	Sold Date	5/9/19
\$/Sold	-	\$/Sqft	\$245	\$/Sqft	\$218	\$/Sqft	\$235
DOM	-	DOM	39	DOM	196	DOM	25
Year Built	-	Year Built	2018	Year Built	2008	Year Built	2018
Sqft	-	Sqft	2,100	Sqft	2,067	Sqft	2,100
Lot Size	-	Lot Size	2,178	Lot Size	-	Lot Size	-
Area	-	Area	-	Area	-	Area	-
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	-
Style	Townhouse	Style	-	Style	-	Style	-
Taxes	-	Taxes	-	Taxes	-	Taxes	-
Beds	-	Beds	2	Beds	3	Beds	2
Baths	-	Baths	3.00	Baths	4.00	Baths	2.00
Garages	-	Garages	1	Garages	1	Garages	1

Comparable Properties

Photo not available



55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY

Lot 31 VALLEY STREET 31

Norfolk, MA 02056

CLOSED 2/15/19

1 Roseland St C-10

Foxboro, MA 02035

CLOSED 2/21/19

33 VALLEY ST. 33

Norfolk, MA 02056

CLOSED 11/29/18

Details

MLS #	-	MLS #	72383151	MLS #	72383013	MLS #	72383932
List Price	-	List Price	\$459,900	List Price	\$525,000	List Price	\$449,900
Sold Price	-	Sold Price	\$449,900	Sold Price	\$525,000	Sold Price	\$449,900
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	2/15/19	Sold Date	2/21/19	Sold Date	11/29/18
\$/Sold	-	\$/Sqft	\$240	\$/Sqft	\$250	\$/Sqft	\$240
DOM	-	DOM	164	DOM	85	DOM	73
Year Built	-	Year Built	2018	Year Built	2018	Year Built	2018
Sqft	-	Sqft	1,875	Sqft	2,100	Sqft	1,875
Lot Size	-	Lot Size	-	Lot Size	-	Lot Size	-
Area	-	Area	Pondville	Area	-	Area	Pondville
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	-
Style	Townhouse	Style	-	Style	-	Style	-
Taxes	-	Taxes	-	Taxes	-	Taxes	-
Beds	-	Beds	2	Beds	3	Beds	2
Baths	-	Baths	3.00	Baths	3.00	Baths	3.00
Garages	-	Garages	2	Garages	1	Garages	2

Comparable Properties

Photo not available



55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY

9 Marisa Lane 9

Walpole, MA 02081

CLOSED 12/6/18

1 Roseland St C-9

Foxboro, MA 02035

CLOSED 8/7/18

34 Pleasant Street 7

Foxboro, MA 02035

CLOSED 8/22/18

Details

MLS #	-	MLS #	72408974	MLS #	72363055	MLS #	72349009
List Price	-	List Price	\$559,900	List Price	\$499,000	List Price	\$499,000
Sold Price	-	Sold Price	\$551,900	Sold Price	\$499,000	Sold Price	\$502,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	12/6/18	Sold Date	8/7/18	Sold Date	8/22/18
\$/Sold	-	\$/Sqft	\$298	\$/Sqft	\$238	\$/Sqft	\$257
DOM	-	DOM	17	DOM	35	DOM	23
Year Built	-	Year Built	2003	Year Built	2018	Year Built	2014
Sqft	-	Sqft	1,849	Sqft	2,100	Sqft	1,951
Lot Size	-	Lot Size	1	Lot Size	-	Lot Size	71,000
Area	-	Area	-	Area	-	Area	-
Subdivision	-	Subdivision	-	Subdivision	-	Subdivision	The Commons at Foxborough
Style	Townhouse	Style	-	Style	-	Style	-
Taxes	-	Taxes	-	Taxes	-	Taxes	-
Beds	-	Beds	2	Beds	3	Beds	2
Baths	-	Baths	3.00	Baths	3.00	Baths	4.00
Garages	-	Garages	1	Garages	1	Garages	1

Comparable Properties



55 Summer Street

Walpole, Massachusetts 02071

SUBJECT PROPERTY



3 Abbey Road 3

Sherborn, MA 01770

CLOSED 6/29/18

Details

MLS #	-	MLS #	72295165
List Price	-	List Price	\$729,900
Sold Price	-	Sold Price	\$719,000
Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	6/29/18
\$/Sold	-	\$/Sqft	\$346
DOM	-	DOM	84
Year Built	-	Year Built	2017
Sqft	-	Sqft	2,077
Lot Size	-	Lot Size	-
Area	-	Area	-
Subdivision	-	Subdivision	-
Style	Townhouse	Style	-
Taxes	-	Taxes	-
Beds	-	Beds	2
Baths	-	Baths	3.00
Garages	-	Garages	1

**OMNI DEVELOPMENT LLC
&
OMNI PROPERTIES LLC**

**MULTIFAMILY DEVELOPMENT
AND
REAL ESTATE HIGHLIGHTS**



OMNI DEVELOPMENT LLC

**6 LYBERRY WAY
WESTFORD MA 01886
978.369.4884**

WWW.OMNIPROPERTIES.COM



Omni Properties LLC and Omni Development LLC together (Omni) are full service Real Estate Companies with a strong focus on multifamily development. Omni's businesses include commercial and residential real estate development, commercial and residential brokerage, development consulting, and property management. Omni operates as a developer for its own account as well as on a joint venture basis.

Omni's expertise includes land entitlement and development as well as the construction, financing and management of multifamily, retail, office and childcare properties. Omni assembles and manages teams of engineers, architects, lawyers, bankers, environmental consultants, real estate brokers, and appraisers to achieve superior results.

Omni's Partners have varied backgrounds and over 90 years of cumulative experience in the real estate industry. The combination of the partners' multifamily management, entitlement, construction, and finance expertise along with local real estate knowledge provides a strong basis for success.



MULTI-FAMILY DEVELOPMENT

VILLAGE GREEN LITTLETON

Between 2011 and 2015 Omni assembled and entitled a 56-acre development parcel in Littleton MA. The Development consists of 3 separate projects designed to share a single wastewater treatment facility and other common infrastructure.

The core of the development is Village Green Littleton, a 144-unit class A 40B rental complex with amenities consisting of 66 one bed, 66 two bed and 12 three bed units housed in three 48-unit buildings. Two of the buildings are 4 story slab on grade construction and one building is a four story building over structured parking.

In addition to the 144-unit rental complex, Omni entitled a 56-unit 40B condominium development and a 24-unit subdivision that were built concurrently with the apartment development. Both the condominium and subdivision were sold and built by others.



MULTI-FAMILY DEVELOPMENT

NAGOG 40B ACTION, WESTFORD, & LITTLETON



In the early 2000's Omni assembled 85 acres of land from multiple sellers and entitled 380 rental apartments in Acton and Westford and 64 condominiums in Acton.

The development presented a variety of challenges including questionable access rights, lack of municipal sewer, no municipal water on the Westford side, and regulated habitat for the blue spotted salamander. Omni identified all the challenges at the outset and created workable solutions for each.

The 85 acres was sufficient land to permit a wastewater treatment facility, create a conservation restriction to protect salamander habitat and allow the project to proceed. Omni also negotiated an agreement for access rights thru Nagog Park, negotiated an agreement with Littleton Light and Water to provide municipal water to the Westford side of the project, and received 40B permits from two towns.

Omni sold the land and permits to Avalon Bay in 2006 and Avalon constructed the project now known as Avalon Acton.



MIXED-USE DEVELOPMENT

VILLAGE GREEN TEWKSBURY



Omni's mixed-use "Village Green" development demonstrates Omni's vision, market knowledge, permitting expertise and financial acumen. In 2003, Omni purchased 30,000 square feet of office space and 4.5 acres of land with frontage on MA Route 38 and subsequently acquired 3 additional single-family homes with frontage on Route 38. Omni's vision was a community-oriented development which would take advantage of the demographics, the traffic on MA Route 38 and the proximity to the town center and middle school.

Village Green became a 10-acre, 6 building, 145,000 square foot, mixed-use development. The project consists of two rehabbed multi-tenant office buildings totaling 30,000 feet, a 10,000 square foot childcare center, a 20,000 square foot retail/service building, a bank and a 56-unit 40B apartment building. Tenants include a local childcare operator, Saints Hospital Family Medical, other specialty medical and dental tenants, credit union, restaurant, tanning salon, insurance agency, dance studio, beauty salon, women's fitness franchise, butcher/convenience store, music studio and a variety of office tenants.



GROTON INN AND FORGE & VINE RESTAURANT

GROTON



When the oldest operating inn in the country was destroyed by fire in 2011, Omni decided to create an upgraded version of this historic landmark. The Groton Inn “rose from ashes” with help from the Town of Groton, the Historic District Commission (HDC), dozens of investors, the Migis Hotel Group and the hard work of our development team.

Omni purchased the property a few years after the inn burned down and went through several iterations of design before gaining agreement on the final concept. The team completed the permitting process which included approvals from HDC, Planning Board, Conservation Commission and SWM Committee. Site work began in late 2016, construction started in early 2017 and The Groton Inn opened for business in May of 2018.

The goal was not to reproduce the old inn but to create a new landmark that shared the styles of the past while integrating the amenities of today. The Groton Inn, with an exterior that is similar in appearance to the original, has many upgrades and provides first class amenities for lodging as well as corporate and leisure events.



The site of The Groton Inn provided Omni with the ideal location for a new restaurant to service Inn guests. Forge & Vine overlooks the scenic Gibbet Hill and offers a menu designed to delight your senses. Omni permitted and managed the design and construction of the restaurant. Design features include 250-year old reclaimed barn wood bar top, polished concrete floors, exposed steel trusses and an open kitchen with a custom wood burning grill.

The collaboration between the various Town of Groton boards, Historic District Commission, and the development team was instrumental in the design and completion of the restaurant which opened in November of 2018.



OMNI DEVELOPMENT LLC

MERCHANT BUILDER PROJECTS – CHILD CARE

MASSACHUSETTS



Omni, either jointly with venture partners or on its own, operates as a merchant builder within the childcare niche. The merchant builder strategy entails developing and leasing facilities with a goal of selling within 1 to 5 years of completion. Omni has developed the following Childcare Centers:



	<u>Location</u>	<u>Year Sold</u>
Knowledge Beginnings	Tewksbury	2006
Bright Horizons	Newburyport	2005
Bright Horizons	Boxboro	2007
Little Sprouts	N. Andover	2011
The Learning Experience	Chelmsford	2008
The Learning Experience	Danvers	2012
The Learning Experience	Billerica	2012
The Learning experience	Littleton	2012



DEVELOPMENT CONSULTING PROJECTS



Client: D'Ambrosia Enterprises

Omni Properties provided development and financing services for the development of an 80,000 square foot facility in Devens Massachusetts. Omni negotiated the acquisition of the land from MassDevelopment, assembled and oversaw the team of development professionals (architect, engineers, and general contractor), negotiated leases, and secured financing. The property is 100% leased to Magna Motion (Devens, MA) and the Patterson Companies (Minneapolis, MN).

Client: Metro Credit Union

In 2005, Metro entered into an agreement to purchase a pad site within Village Green for a new branch. Metro also retained Omni to arrange architectural design services and obtain building permits for the Tewksbury site. Based upon the relationship developed at Village Green, Metro subsequently engaged Omni to assist in executing expansion into additional locations. Metro retained Omni to locate, acquire, permit and develop branch locations in Framingham, Lynn, Chelsea, and Boston.



THE PARTNERS

David Hale (Concord, MA)

David joined the Omni Properties, LLC team in 2002. David focuses solely on the Omni development projects. David has developed expertise permitting projects using Chapter 40B and has been responsible for the acquisition, development strategy, permitting and financing of Omni's Multifamily and Retail projects. Before joining Omni, David was President and CEO of Bank of Tokyo-Mitsubishi (BTM) Capital Corporation which specialized in investment banking and large-ticket secured lending/leasing. David received a master's degree in Business Administration from Harvard Business School and a BS/BA from Babson College.

David is currently serving on two nonprofit boards, the Commonwealth Land Trust (CLT) and Partakers. CLT (www.commonwealthlandtrust.org) is an organization with a mission to prevent homelessness. CLT owns or manages 400 units of affordable housing that serve over 600 formerly homeless people. Partakers (www.partakers.org) is an organization that provides mentors to incarcerated people as they try to achieve a college education. In addition, David was a past board member (2008-2014) and chair of the Concord Housing Development Corporation (CHDC) which is the town of Concord's affordable housing development entity. CHDC's charge is to develop or facilitate the development of affordable housing in Concord. The board accomplished a lot during his tenure. The major accomplishments were the development of Lalli Woods, and the launch of Junction Village. Lalli Woods is an affordable condominium development built by CHDC on land gifted by the Lalli Foundation. The board managed all aspects of the development on a volunteer basis. Junction Village will be an 80-unit affordable assisted living facility.

Mark Brooks (Concord, MA) Mark is a founding member of Omni Properties, LLC and is focused on property acquisitions, development, construction and property management. Mark's 30+ years of experience in the development business is essential to the success of each of Omni's projects. Mark's negotiating skills and oversight are instrumental in acquisition, permitting and development of many of Omni's projects. Mark started his career in site construction in 1980 and prior to joining Omni played a key role in the development of large commercial and residential projects. Mark holds Massachusetts Licenses in Construction Superintendent and Real Estate.



OMNI DEVELOPMENT LLC

THE PARTNERS

John Amaral (Groton, MA) John is a founding member of Omni Properties, LLC. John's focus within the company is development consulting, financing, brokerage services and real estate development. John's experience in the financial industry adds a significant dimension to the services that Omni provides. He has played a substantial role in the acquisition, permitting and construction of many of the company's recent projects. Prior to starting Omni, John worked for fifteen years in commercial lending, he is a graduate of Bentley University with a Bachelor of Science Degree in Economics and Finance and holds a Massachusetts Real Estate License.

George Robb (Concord, MA) George is the founder of Omni Properties, LLC. With extensive experience in the real estate business, George has been a significant part of most of the company's transactions and guides the success of the brokerage team. Prior to the founding of Omni Properties, LLC, George was President of Carlson Commercial Services Inc. for 20 years. George is a graduate of Wesleyan University.

George is a Realtor and members of the GBREB.



OMNI DEVELOPMENT LLC

For additional information, contact Omni Properties LLC
- Omni Development LLC:

David Hale

dhale@omniproperties.com

Mark Brooks

mbrooks@omniproperties.com

John Amaral

jamaral@omniproperties.com

George Robb

grobb@omniproperties.com

Office: 978.369.4884

6 Lyberty Way

Westford MA 01886



OMNI DEVELOPMENT LLC

REFERENCES

Accountant (CPA)

Walter & Shuffain, P.C.
David J. Cooper
(781)702-6370

Joint Venture Partner

Winstanley Enterprises
David Winstanley
(978) 287-5000

Lenders

Enterprise Bank
Richard W. Main, President
(978) 656-5511

Lenders

Digital Credit Union
Steve Macowitz
(978) 486-6600

MA Subsidizing Agency

MassDevelopment
Anthony E. Fracasso
(617) 330-2024

MA Subsidizing Agency

MassHousing
Lynn Shields
(617) 854-1381

Attorney

D'Agostine, Levine, Parra & Netburn
Louis N Levine
(978) 263-7777

Client

AvalonBay
Scott W. Dale
(617) 654-9502

Client

The Learning Experience
Richard Weissman
(973) 539-5392

Client

Metro Credit Union
Robert Cashman
(877) 696-3876

Consultant

Equity Alliance LLC
Joel Kahn, CCIM
(603) 472-3808



AFFILIATIONS



Citizens' Housing and Planning Association (CHAPA) is the non-profit umbrella organization for affordable housing and community development activities throughout Massachusetts.



The mission of the Middlesex West Chamber of Commerce is to strengthen our communities by voicing support for and advocating the promotion of business.



Katie Enright, P.E.

Associate
Project Manager
Senior Civil Engineer

kenright@hshassoc.com

Katie is an Engineering Project Manager with 23 years of experience in Site/Civil design. She has a broad knowledge of the technical and procedural aspects of engineering projects and is responsible for the overseeing and design of a variety of land development projects, submissions, permitting and construction. Katie is also a Certified Soil Evaluator in Massachusetts.

Relevant Experience

The Kinloch

Kinloch Development LLC – Chelmsford, MA

HSH has received approval of development plans under the Business Amenities Overlay District and Inclusionary Housing Bylaw in the Town of Chelmsford to create a multifamily residential apartment project. The project includes twenty percent affordable housing for fifty percent the average median income requirements. HSH has created a Site Plan and Special Permit submittal to the Town of Chelmsford Planning Board for 168 apartments on nine (9) undeveloped acres. The project included the design of a Stormwater Management System design to capture, treat and infiltrate stormwater runoff from the new site improvements to meet the Massachusetts Stormwater Management Bylaw. The project also includes amenity spaces including a pocket park, a walking trail loop around the project, a wooded trail system, a dog park, clubhouse and in-ground pool areas. HSH also completed a traffic impact study for three (3) local intersections to review and examine affects to the neighborhood and proposed mitigation. This project is currently under construction.

Beaver Brook Crossing

Emanouil Enterprises LLC – Chelmsford, MA

HSH has received approval of an eighty-four (84) unit apartment development under MGL Chapter 40B. HSH created Site Plans and Supplemental Data for the three apartment buildings, parking, drainage and utilities at the 50 Hunt Road site. The project included the design of a Stormwater Management System designed to capture, treat and infiltrate Stormwater runoff adjacent to Beaver Brook. The project included representation at the Zoning Board of Appeals, a MassDOT Curb Cut Permit and a Notice of Intent through the local Conservation Commission and DEP. Construction is currently underway.

The Grist Mill

Winstanley Enterprises – Chelmsford, MA

HSH has received approval of a 32 unit luxury condominium project within the Center Village Overlay in Chelmsford Center. The project, considered a redevelopment from the existing contractors yard, includes work within a buffer zone of a bordering vegetated wetland and inner and outer riparian zones of Beaver Brook. The project involved calculations to show decrease between the existing and proposed impacts to the riverfront area, including

Specialties

Civil Engineering
Site Design and Permitting
Site Suitability Assessments
Construction Management Plans
Construction Monitoring and Inspection
Peer Reviews

Licenses/Registrations

Professional Engineer, MA, 46111,
06/30/2020

Education

University of Massachusetts Lowell,
Bachelor of Science Civil Engineering,
1998

St. Michael's College, Bachelor of Arts,
1998

Professional Affiliations

Member, Middlesex 3 Coalition
Member, New England Interstate
Water Pollution Control Commission
(NEIWPCC)



HOWARD STEIN HUDSON

Engineers + Planners

an alternatives analysis to show the decrease in impacts to the riverfront area and buffer zones when the improvements are complete. The project also included the design of a stormwater management system to capture, treat and infiltrate stormwater runoff from the new site improvements to meet the Massachusetts Stormwater Management Bylaw. HSH worked closely with the Town of Chelmsford to apply for and was awarded a Mass Works grant to create the infrastructure necessary to access the site. The project creates multifamily housing in the village center adjacent to the Bruce Freeman Rail Trail and creates pedestrian amenities to aid in the creation of a walkable downtown. This project is slated for completion in October of 2019.

19 Littleton Road

Emanouil Enterprises LLC – Westford, MA

HSH has received approval of a sixteen 16 unit multi family townhome development on Littleton Rd in Westford, MA. HSH prepared Site Plans for submission to the Board of Appeals, Planning Board, Board of Health and Conservation Commission for the redevelopment of a historic junkyard. The development plans called for extensive revegetation of existing buffer zone impacts, a Stormwater Management System, Subsurface Disposal System Design and MassDOT curb cut permits to gain approval. The proposed project will replace the historic junkyard with a multifamily development located on a major transportation route within the Town of Westford and creating significant environmental improvements to the area.

20 Unit Apartment Building

241 Littleton Road LLC – Chelmsford, MA

HSH has received approval of a 20 unit apartment development within the Community Enhancement Investment Overlay District and the Inclusionary Housing Bylaw within the Town of Chelmsford. The project included dense development on a lot adjacent to a major transportation route, walkable to amenities and provided monies to the Town of Chelmsford for the creation of affordable housing. HSH prepared Site Plans and Supplemental Data Reports and Calculations to provide to the Chelmsford Planning Board, Conservation Commission, the Massachusetts Department of Environmental Protection and MassDOT for permits for the project.

Princeton Drive Apartments

Novus Properties – Chelmsford, MA

The proposal calls for the renovation of 19 existing apartment units and the addition of 18 apartments to an existing development in North Chelmsford. The project included working closely with the project abutters, the existing site buildings, access and utilities to create a new, family friendly, pedestrian friendly environment. The project included Site Plans and Supplemental Data that was submitted to the Zoning Board of Appeals and the Planning Board to gain project approvals. The project is anticipated to start construction next year.



Kasey Ferreira, EIT

Civil Engineer

kferreira@hshassoc.com

Kasey was an intern in HSH's civil engineering team before joining HSH full-time. He assists the Senior Project Manager in a variety of tasks including writing proposals, and attending client, project, and board meetings. Kasey designs site layout of various projects within Massachusetts and Connecticut, optimizing available space in the best interest of both the client and the municipality. While an intern at HSH, Kasey assisted his project managers in project planning and time management to ensure quality within project delivery.

Specialties

Civil Engineering
ADA Accessibility
Stormwater Design
Mechanics of Bodies in Static Equilibrium
AutoCAD Civil 3D
SketchUp

Education

Merrimack College, Bachelor of Science,
Civil Engineering, 2017

Professional Affiliations

Member, American Society of Civil
Engineers (ASCE)

Relevant Experience

Kent Cottage Redevelopment

Evo Text – Burlington, MA

HSH performed research and land planning for the redevelopment of a historic structure into a commercial office space with parking, access, and utility connections. The plans involved a conceptual development plan for the proposed addition to the existing structure and a supplemental data report to detail compliance with the Massachusetts Stormwater Management Standards. Kasey took responsibility of this project after primary submission. He was responsible for all engineering related revisions including layout, grading, and drainage.

Boston Road Subdivision

John Swenson – Chelmsford, MA

HSH prepared a set of Definitive Subdivision Plans to create three lots in compliance with the Town of Chelmsford Zoning Bylaw, and designed a stormwater management system meeting MassDEP's Stormwater Management Standards. The project also included the preparation of forms and information necessary for submission to the Chelmsford Conservation Commission and Massachusetts Department of Environmental Protection for a Notice of Intent for work within the Buffer Zone of a Bordering Vegetated Wetland. Kasey was responsible for design starting in conceptual phase through to the submission of a full Definitive Subdivision Plan. Kasey designed property layout, grading, drainage, and utilities. Kasey was also responsible for preparing various permit documents for submission.

104 Turnpike Road

Kinloch Investments – Chelmsford, MA

HSH prepared conceptual development plans for a multifamily development as well as the civil engineering plans and documents for submittal to the Planning Board for Site Plan and Special Permits under the Business Amenities Overlay District (BAOD). Kasey was responsible for taking this project from conceptual phase through to Site Plan submittal with the Planning Board. Kasey worked on the layout, grading, drainage, and utilities of the site in coordination with other team members.

Enterprise Rent-A-Car

Winstanley Enterprises LLC – Manchester, CT

HSH developed permit plans to modify a previously approved site plan of an Enterprise Rent A Car at 62 Buckland Street. The site modification plans



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also included a supplemental data report, a landscape revision, and a grading, drainage, and utility plan. Kasey assisted in all aspects of this project, including creating a demolition plan entailing all of the demolition and erosion control sequences and details. Kasey also assisted in grading the redesigned parking lot to be in conformance with ADA.

Complete Streets Prioritization Plans

Various Locations – Statewide, MA

HSH is working with several cities and towns to create Complete Streets Prioritization Plans that widen MassDOT's required scope to include tools they can use to take advantage of development mitigations, repaving work, and other opportunities. The prioritization plans each include Bicycle Level of Stress maps and Pedestrian Environmental Quality maps, as well as a measure of bicycle and pedestrian demand provided by the MAPC. The scope of work includes compiling existing data and studies; significant data collection including signal and ADA inventories; and identification of 15 or more top projects for increasing walking and biking in the cities/towns. Kasey has been a civil engineer for the plans for Everett and Chelmsford. He also compiled detailed price listings for each potential project identified within the prioritization plan.

ADA Retrofits at Various Locations

Massachusetts Department of Transportation – Statewide, MA

HSH is working with all MassDOT District offices, MassDOT Highway Design, and MassDOT office of Diversity and Civil Rights on the prioritization and design of ADA-compliant curb ramps through the MassDOT ADA Transition program's Curb Ramp Inventory. HSH is reviewing the initial data set of non-compliant ramps for each District and will prioritize the list using a comprehensive, data-driven approach. The prioritization will follow the new guidelines introduced in *NCHRP Report 803 Pedestrian and Bicycle Transportation Along Existing Roads – ActiveTrans Priority Tool Guidebook*, released in April 2015. HSH is currently providing survey and design to assemble a contract document package for advertisement and bidding of priority ramps. HSH will also be implementing an agile project delivery process coordinated with MassDOT to facilitate parallel agency review periods. Kasey has been involved with work in District 1 and District 5, working on redesigning ADA non-conforming ramps within the Curb Ramp Inventory to create a more universally accessible walking route.

Roberts Field Renovation

Town of Chelmsford – Chelmsford, MA

HSH developed a master plan for Roberts Field to serve as a framework for future site and building improvements. The project included the review of existing materials and site conditions, the analysis of these conditions, the review of the existing structures, the development of a conceptual master plan, and the cost estimates for implementation of the aforementioned plan. Kasey provided master plan renderings and revisions for the project.



Richard E. Latini, P.E., **LEEDGreen Assoc.**

Associate Principal

Chief Engineer

rlatini@hshassoc.com

Specialties

Land Use Suitability Assessments
Permit Approvals and Compliance
Low Impact Development Sustainable
Design
Stormwater Management

Licenses/Registrations

Professional Engineer, MA, 41033,
6/30/2020
LEEDGreen Associate

Education

University of Massachusetts Lowell
Bachelor of Science, Civil Engineering,
1992

Professional Affiliations

Member, Leadership in Energy
& Environmental Design (LEED)
Member, American Society of Civil
Engineers
Member, Boston Society of Architects
Member, Boston Society of Civil Engineers
Member, National Association for
Industrial and Office Parks (NAIOP)
Massachusetts
Member, Urban Land Institute (ULI)
Trustee, Quincy Historical Society



HOWARD STEIN HUDSON

Engineers + Planners

A Senior Civil Engineer with more than 24 years of experience, Rick's portfolio includes a rich diversity of private development projects such as commercial office, hotel, residential, mixed-use, institutional, and industrial developments, as well as public projects. Rick has established strong working relationships with his public sector clients, particularly with City of Boston departments and the Massachusetts Department of Transportation (MassDOT). His site development knowledge includes sustainable site design, stormwater management, roadway design, and construction administration. Rick is also familiar with local, state, and federal permitting and has presented at community meeting, boards, and commissions.

Relevant Experience

Avalon-Hingham

AvalonBay Communities – Hingham, MA

This redevelopment of an existing commercial site consists of a 5-story, wood-frame structure over podium parking that will accommodate approximately 190 apartments and 298 parking spaces. Access is expected to occur off of two existing private ways within the Hingham Shipyard. HSH has been tasked with providing civil engineering, transportation planning, and traffic engineering services. HSH also prepared the Project Eligibility Letter Application for the client. The project was fast-tracked and received approval of the Comprehensive Permit from the Zoning Board of Appeals within 3 months of filing. HSH has also prepared a detailed Transportation Impact and Access Study (TIAS) and a comprehensive off-site mitigation package that will require Town, MassDOT, and MBTA coordination to address operational and safety concerns in the study area. Rick is the Project Manager for this project.

Woodleigh Farms

Mill Creek Residential – Weston, MA

The Project proposes the construction of 180 residential units in a mix of townhomes and two mid-rise buildings, and the repurposing of three existing architecturally distinctive structures. An expansive open space network that includes a common green and access to walking trails within the existing wooded areas being preserved around the perimeter of the site. Howard Stein Hudson assisted in compiling and delivering the 40B Rental Site Approval (Project Eligibility) Application, and is currently working on the site/civil engineering design as part of the Comprehensive Permit application currently being reviewed by the Zoning Board of Appeals.

205 Revere Beach Parkway

TransDel Corp./Gate Residential – Revere, MA

The Project transformed a 6.2± acre site containing a large, vacant parking lot and derelict building into a multi-family, transit-oriented development.

The Project involved two, six-story residential buildings with podium parking, providing 301 residential units, 105 garage space, and 246 surface parking spaces. The Project is also expected to contribute to improvements to the area infrastructure including traffic and safety improvements on Revere Beach Parkway (a historic parkway maintained by the Department of Conservation and Recreation (DCR)), pedestrian access from the site to Revere Beach, and relocation of MBTA bus stops. Rick was the Project Manager on this project.

Charlesview at Brighton Mills

The Community Builders, Inc. – Allston, MA

This project consisted of the redevelopment of a retail strip mall that included the construction of 22 buildings accommodating 240 residential units, retail uses, and community space. Rain gardens and rainwater reuse were incorporated into the stormwater management design. A 36-inch BWSC storm drain and 15-inch sanitary sewer had to be relocated to allow construction of the project. A system of roads was also constructed creating five new city blocks. Rick managed the site/civil engineering aspects of the project.

Meriel Marina Bay

Hines – Quincy, MA

HSH led the engineering design of a mixed-use development located on a premier waterfront site in Quincy. The development will replaced a night club, two warehouses and surface parking with two 5-story buildings containing 352 residential units, and 18,500sf of retail and restaurant space. The project presented unique challenges including addressing new base flood elevations, and identifying and modifying the infrastructure of the Marina Bay area where utilities were outdated and unchartered. This included analyzing and modifying a pump station that services the marina, and most of the residential and retail establishments.

One North of Boston – Phase II

Transdel Corporation; Redgate Real Estate Advisors – Chelsea, MA

One North of Boston is a multi-family residential development project located within the City of Chelsea's Everett Avenue Urban Renewal Area. The development consisted of two phases providing over 450 residential units. HSH designed a stormwater management system utilizing best management practices (BMPs), including raingardens and subsurface infiltrations. HSH worked closely with the City of Chelsea on their adjacent public infrastructure improvements that were funded through a MassWorks grant. Rick was the Project Manager for this project.

East Village at Northeastern

PPC Land Venture, Inc.; Lincoln Property Company; Northeastern University – Boston, MA

The East Village at Northeastern provides 720 beds to the University in a combination of dormitory and suite style accommodations. The building also hosts offices and classrooms. HSH coordinated the preparation of the Project Notification Form (PNF) and the Institutional Master Plan (IMP) Amendment submitted to the Boston Redevelopment Authority. Stormwater infiltration was required as the project site is located in the City's Groundwater Conservation District and the University itself has some buildings founded on timber piles that are susceptible to deterioration with lowered groundwater levels.



Stu Moncrieff, P.E.

Senior Civil Engineer

smoncrieff@hshassoc.com

Stu has worked over 20 years in engineering, which has included highway and traffic signal design, commercial and residential site development, and airport improvement projects. He specializes in site grading, stormwater management systems, and in the bidding and administration of municipal projects. He has a proven track record on projects involving stormwater control, state and local permitting, construction supervision, septic system replacement, and watershed hydrology services. He is well-versed in hydrologic analyses, stormwater drainage treatment and designs, permitting, grading and erosion control, on-site water supply design, site development, and wetlands permitting. He understands municipal finances, and consistently develops design solutions that are both functional and cost-effective.

Specialties

Stormwater Management
Civil Engineering
Permit Approvals and Compliance
Construction Management Plans
Site Design and Permitting
Site Suitability Assessments

Licenses/Registrations

Professional Engineer, MA, 45490,
06/30/2020
Professional Engineer, NH, 12720,
03/31/2020
Professional Engineer, ME, 12511,
12/31/2019
Professional Engineer, RI, 10064,
06/30/2019
Professional Engineer, VT, 106628,
07/31/2020
Professional Engineer, FL, 82063,
02/28/2019
NCEES Record Holder, 17-233-04
Permitted Designer of Subsurface
Disposal Systems, NH, 1767
Certified Local Project Administrator, ME,
05/31/2022
OSHA-10 Certified

Education

Clarkson University, Bachelor of Science,
Civil Engineering, 1997



HOWARD STEIN HUDSON

Engineers + Planners

Relevant Experience

The Kinloch

Kinloch Investments, LLC - Chelmsford, MA

The site consists of approximately 9 acres and includes four new residential apartment buildings that total 168 residential units. Parking improvements provide 326 new parking spaces, including underground parking in two of the four residential buildings. Other associated site improvements include utility connections, site drainage, landscaping, and lighting. The project also introduces amenities such as pedestrian access with ADA-compliant sidewalks, ramps, and crosswalks. HSH coordinated the project team including site survey, wetlands science, and landscape architecture. The Site Plan and permitting process included site design, stormwater management, landscaping, and lighting. Stormwater management was proposed to meet Massachusetts Stormwater Management Standards, as a portion of this project is within the buffer zone of a bordering vegetated wetland. As a Senior Civil Engineer on the project, Stu was responsible for reviewing MEP drawings and identifying any potential conflicts with the site plans, construction revisions to plans, and incorporating new building and garage footprints.

Grist Mill Apartments

Winstanley Enterprises – Chelmsford, MA

The 5.36 acres project in the Center Village Zoning District just outside of Historic Chelmsford Center is comprised of demolition of all existing site improvements and the construction of a new, luxury, four-story, 32 unit apartment building. Associated improvements include an underground parking garage for tenants, reserved tenant parking, reserved retail parking, and public parking to support the Bruce Freeman Rail Trail and local businesses in the Center Village. The project also introduces additional public amenities such as a brook walk, a pedestrian walk connecting the Center Village with the Bruce Freeman Rail trail by a pervious walk along the brook, and paved pedestrian amenities connecting the Trail to the apartments and Center Village businesses and amenities, including a pocket park located in the heart of the Center. As a Senior Civil Engineer on the project, Stu was responsible for the site plan preparation which included layout, utilities, grading, drainage, and notes.

Littleton Road

Emanouil Companies - Westford, MA

The project proposes to construct a 16-unit townhome development within the upland portions of the site. The townhomes will be constructed within five separate buildings: three (3) 2-unit buildings, one (1) 4-unit building, and one (1) 6-unit building. The buildings have been designed to accommodate a two-car garage, storage, and mechanical rooms at ground level, with two additional floors of living space above. The site layout has been designed to meet the Westford Zoning Bylaw for all dimensional and parking requirements, except those for which relief has been granted by the Zoning Board. Stu is Project Manager for this project.

Forest Acres Apartments

Princeton Properties - Haverhill, MA

HSH is reviewing and addressing stormwater, erosion, and geotechnical concerns at the odd numbered buildings along the south side of Forest Acres Drive from the slope to the west of Buildings 25 and 27 to the end of Buildings 47 and 49. We are also working on the necessary field survey, drainage analysis, stormwater design for the locus area, and geotechnical evaluation of the slope adjacent to Buildings 25 and 27. As a Senior Project Engineer, Stu is Project Manager working on the site/civil aspects of the project.

Dover III Apartments

Princeton Properties – Dover, NH

This project was for the design and permitting of a 3-story, 24-unit residential apartment building. Located in an undeveloped portion of an existing residential community, this project secured Transfer of Development Rights (TDR) from the City of Dover as part of the local permitting. The project plans and drainage design were reviewed by the City's technical review committee, prior to approval by the Planning Board. Stu was the Project Manager for this project, which has a tentative construction start in October 2019.

33 Lake George

Senate Construction - Westford, MA

The project proposes to construct a one story, 15,000sf commercial use building, which will be constructed as three (3) separate "suites." Suite A will consist of 3,500sf research/development and 1,500sf office on the first floor, and a 1,500sf loft area for supplemental office space. Suites B and C will each be 5,000sf (3,500sf research/development, and 1,500sf office); there are currently no plans to develop loft areas within these units. The site layout includes 45 parking spaces and associated site utilities, drainage, landscaping, and lighting improvements. Stu is Project Manager for this project.

Residential Property Acquisition

Nashua Municipal Airport – Nashua, NH

Managed the acquisition of two residential properties located in the Runway Protection Zone. Coordinated the appraisal, review appraisal, negotiation, legal services and closing. Both properties were successfully acquired. Displaced homeowners were assisted in their search for replacement housing, and relocated in accordance with the Uniform Relocation Act of 1970 (49 CFR Part 24).

25 YEARS OF
SHAPING THE
EXCEPTIONAL



MAUGEL
ARCHITECTS

QUALIFICATIONS FOR

Multifamily Housing

AUGUST 2019

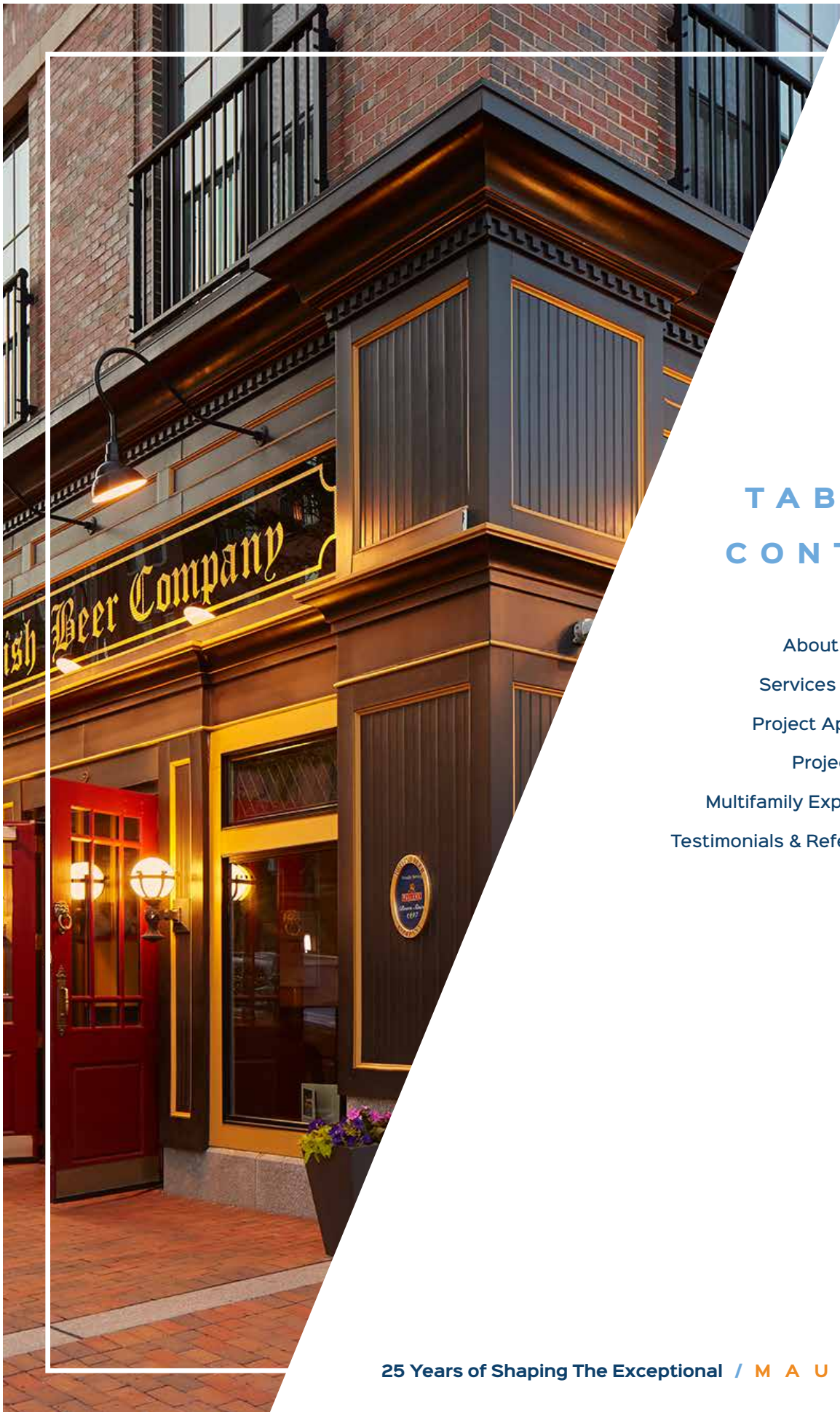


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MAUGEL
ARCHITECTS

ABOUT THE FIRM

Every project we take on — whether for a company, organization or institution — begins with the question “How?”

How can we bring your vision to the world? How can we maximize your value from the project? How can we anticipate your needs today and tomorrow? Lastly, how can our shared endeavor be exceptional and visionary in every way?

About Mangel Architects



25 YEARS OF SHAPING THE EXCEPTIONAL Our Story

For 25 years, Mangel Architects has been shaping exceptional residential properties. Our designs come to life in millions of square feet of commercial real estate throughout Massachusetts and New England for a wide range of industries, including multifamily, mixed-use, commercial office, healthcare, life sciences and retail.

With a staff of 29 professionals in strategic planning, architecture, and interior design, Mangel has the expertise to provide services for everything from long-range master planning, to the design and execution of complex multi-million dollar construction projects and asset repositionings.

We are fortunate to have a wide range of housing experience that includes the design and renovation of apartment and condominium complexes, affordable housing, retirement communities, and mixed-use developments. Mangel's residential spaces are designed with people in mind: the clients who collaborate on the design process; the people who will work, live or play in the space; and the people who may use it in the future.

We take the long view beginning with our first conversation. It is our responsibility to understand your wishes and leverage our expertise to present an array of pathways you can take to achieve your vision. We value long term partnerships with our clients, many of whom choose Mangel time and again to help them realize their vision.



Residential Client List



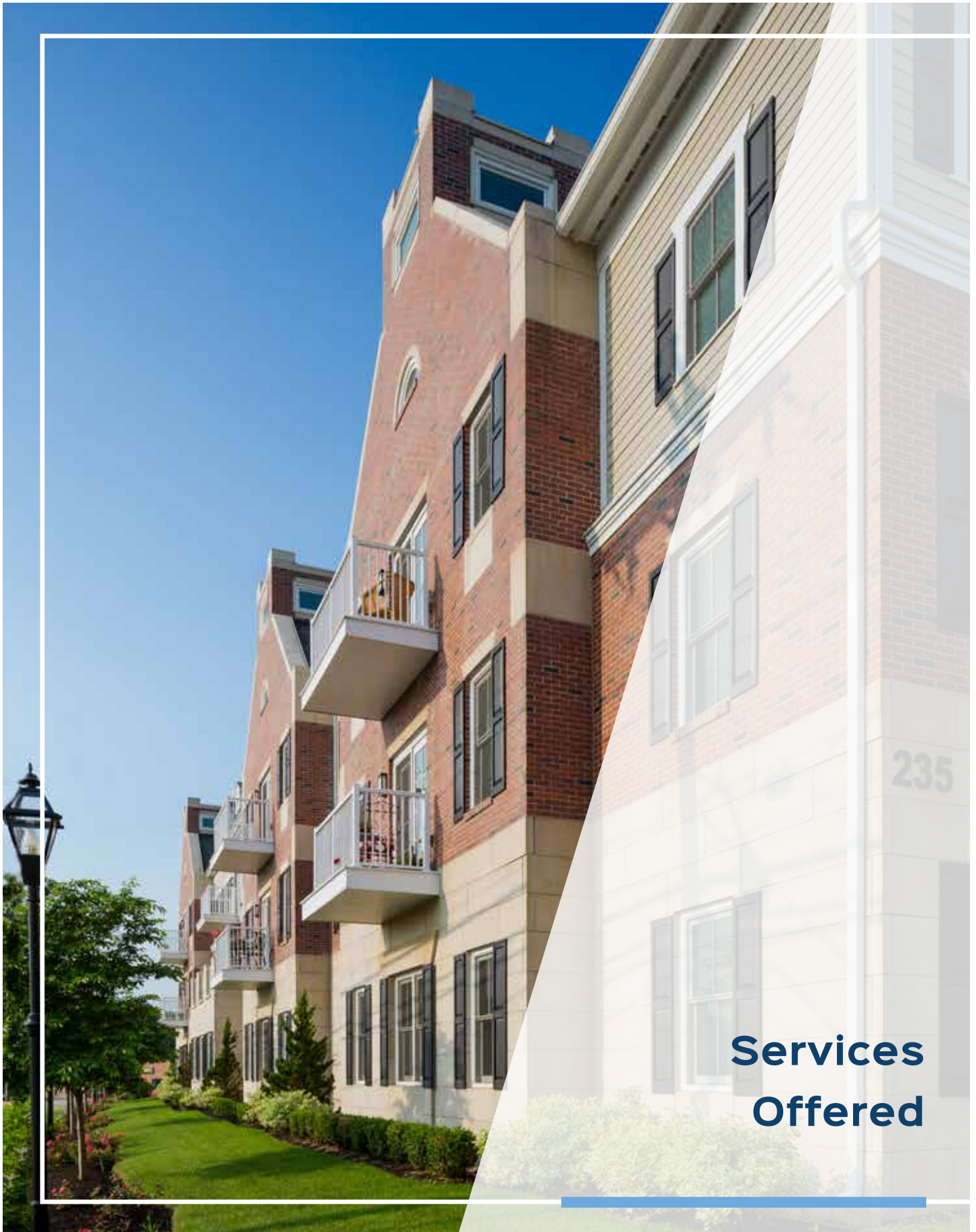
An important indication of our success has been our exponential growth in repeat business and our ability to retain our clients, many from the earliest days, 25 years ago. That tells us that we do more than just good work — it says we listen to our clients carefully and continually exceed their expectations.

AFFORDABLE / 40B

- **Andover Housing / Andover MA**
Bill Perkins
40 units - \$12 million
- **Concord Housing / Concord MA**
Digiovani Realty
80 units - \$20 million
- **Hatter's Point / Amesbury MA**
Bill Sullivan
60 units - \$18 million
- **Ivory Keys / Leominster MA**
LD Russo
41 units - \$8 million
- **Lorden Housing / Townsend / Lunenburg MA**
Gary Lorden
154 units - \$40 million
- **Norwood Crossing / Norwood, MA**
Oak Tree Green Development
109 units - \$24 million
- **Riverview Commons / Andover MA**
JM Corcoran Company
200 units - \$40 million
- **Salisbury Square / Salisbury MA**
YMCA Greater Newburyport / LD Russo
42 units - \$8 million

MARKET RATE

- 25 Maplewood Ave / Portsmouth NH
- 100 Washington Street / Dover NH
- Albany Fellows / Boston MA
- Beacon Village / Burlington MA
- Bedford Woods / Bedford MA
- Blake Block / Bedford MA
- Bowers Brook Senior Housing / Harvard MA
- Boynton Meadows / Groton MA
- Burlington Heights / Burlington MA
- Cascade Apartments / Saco ME
- Five Chimneys / Concord MA
- Genesis Skilled Nursing / Dracut MA
- Harbour Hill / Portsmouth NH
- Norwood Crossing / Norwood MA
- Oakridge / Burlington MA
- Old High School Commons / Acton MA
- Porter St. Townhomes / Portsmouth NH
- Portwalk Place / Portsmouth NH
- Residences at Riverfront Landing
- Shaw's Landing / New London CT
- Sundial Residences / Manchester NH
- Warner Woods / Concord MA
- Washington on the Square / Brookline MA



Services Offered

Services Offered



Maugel has served as a trusted strategic advisor to many of the Greater Boston area's most successful commercial real estate entities for over 25 years.

STRATEGIC PLANNING

A trusted advisor

As true partners, we assist clients in planning for strategic growth, expansion, renovation, and repurposing their real estate assets. We emphasize ROI, while leveraging leadership expertise to eliminate short term obstacles.

Our team instills a culture of accountability, strategic thinking and innovation. We have an exceptionally high ratio of senior design professionals readily available to quickly respond to your needs. Some of the strategic planning services we provide include the following:

- Property Assessments
- Site Analysis and Site Planning
- Zoning Compliance and Approval Strategies
- Asset Repurposing Strategies
- Mixed-use Master Plan Design
- Property and Building Branding
- Smart Growth Community Design

ARCHITECTURAL SERVICES

Experts in creating value

Maugel Architects has one of the most diverse design portfolios in New England—ranging dramatically in size, complexity and building type. We are particular adept at needs assessment, envisioning, branding and bringing your vision to life. It is our mission to shape exceptional solutions to your goals and objectives, and to maximize the value of your property by creating intrinsic property value by virtue of great designs.

Our team is agile, responsive, and committed to anticipating your short term needs and your long term vision. We provide the following architectural services:

- Envisioning and Branding
- Best-use Property Assessments
- Concepts Design
- 3D Illustrations / Virtual Reality Walkthroughs
- Zoning Assessments / Approvals
- Sustainable Design / Rooftop Gardens Design
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration

Services Offered

CONTINUED



INTERIOR DESIGN

Designed with people in mind

We design branded workplaces that engender a sense of well-being, productivity, and collaboration. At Maugel Architects, we believe that spaces need to be designed with people in mind: the clients who collaborate on the design process; the people who work, live, or play in the space; and the people who may use it in the future. While always functional and pragmatic, our designs dramatically enhance the visual, cultural and branding identity for your company.

We partner with you to fully understand your mission and provide a clear vision of how to attain it. We have a highly skilled interior design team devoted to sustainability in finishes, furniture, and product selections that will help shape and execute your vision. We provide the following interior design services:

- Fit Plans
- Space Planning
- Programming
- Master Planning for future growth
- Phasing
- Corporate Branding & Identity Design
- Furniture, Finishes and Equipment Selection
- Schematic Design
- Design Development
- Construction Documents
- Building Code Analysis





Project Approach

Project Approach

Relationship-building is an important part of what we do. Taking the time to understand what's important to our clients is one of our core values. Mutual respect, understanding and openness are the keys to designing a project that expresses not only a shared goal, but a shared vision.

OUR WORKSTYLE

A member of your team

We become a member of your team and look out for your interests. We listen, roll up our sleeves and work side by side to design environments that exceed your expectations in the most strategic, advantageous, functional, and visually expressive way possible.

Maugel recognizes that enjoying each other's company is just as important as enjoying the work. The energy it creates is contagious for our clients and helps build relationships that last. We understand that going through the architectural process can have its unique challenges. Our staff is responsive, attentive and receptive, with the goal of making the process as easy and enjoyable as possible. We are always available to answer questions, adjust strategy and address concerns.

What's different about us is that everyone on the project team is well-versed in all phases of the project, from planning to design to delivery. For 25 years, our design teams have partnered with a wide variety of clients to create custom, exceptional visions for projects. Because we have agile dedicated teams with deep experience in multifamily and mixed-use developments, we can assign experts to focus on your specific needs and partner with you throughout the process. We always make sure there is a senior designer on every project — which means you'll be getting our A-team every time.

INNOVATIVE PROBLEM SOLVING

A fresh approach to any challenge

Everyone likes to lay claim to "being innovative," but at Maugel Architects, we utilize innovation to solve problems. We're not afraid to think differently, or think big, because that approach has always served us well in all of the industries we serve.

As architects, we're problem solvers who take innovation to the next level in finding you the best solution and design. Everyone at Maugel Architects goes above and beyond what's requested. We take into account our clients' needs for future growth and property sustainability, developing a fresh approach to any design challenge. We approach all projects with an open mind, looking for opportunities to use our design expertise to create innovative solutions and present multiple design options for clients.

Our approach is to never say "No," but always ask "How?" to find creative and novel approaches to client requests, tight budgets or unique design challenges. We avoid overdesign that can lead to high construction costs with little end-user benefit, favoring instead an approach that addresses current needs and anticipates future needs. Our clients have benefited from millions of dollars in savings resulting from smart design recommendations, making Maugel the ideal choice for long-term return on your investment.



Project Team

Brent Mangel AIA

PRESIDENT



REGISTRATIONS

Registered Architect: MA #5554

Registered Architect: RI #3140

Registered Architect: NH #00029

Registered Architect: CT #9440

CERTIFICATIONS AND AFFILIATIONS

Boston Society of Architects

American Institute of Architects

American Society of Architectural
Perspectivists

NCARB

COMMUNITY SERVICE

YMCA Basketball Coach

Melrose Planning Board

Melrose Open Space Committee

Loaves and Fishes

Habitat for Humanity

Boston Architectural College, Thesis
Advisor

Fidelity Bank Corporator

Concord Business Partnership

Roger Williams College, Guest Critic

EDUCATION

Bachelor of Architecture, Boston
Architectural Center

Bachelor of Science, Bowling Green
State University

Brent Mangel is the founder and president of Mangel Architects.

Brent is a noted design influencer who has 40 years of innovative architectural design and project management experience. He has designed over 40 million square feet of commercial and residential space throughout New England. Brent's service-oriented approach and mission to enrich people's lives has been the foundation of the firm's success.

Prior to starting Mangel Architects in 1993, Brent worked for renowned architectural firms in Boston. Strategic planning for large properties and campuses is a passion for Brent. His expertise includes the strategic master planning and design of large scale mixed-use developments, office and industrial parks, healthcare facilities, multifamily complexes, and retail developments. The influence of his work is evident at many of the Greater Boston area's office parks, including Network Drive, Northwest Park, the District Burlington and the XChange Bedford.

Mike Kunz

PRINCIPAL



CERTIFICATIONS AND AFFILIATIONS

NAIOP

American Institute of Architects

EDUCATION

Boston Architectural College, 1998-2004

Mike is a principal in the firm and leads the firm's efforts in the industrial, retail and multifamily markets.

With over 16 years in the industry, Mike has extensive project management experience and manages many of the firm's large scale projects. His collaborative work style enables him to effectively manage projects that are delivered on time and on budget. To date, Mike has managed over 500,000 SF of ground-up and renovation projects for the firm.

- **Burlington Heights, Burlington, MA**

Maugel Architects designed this high quality 48-unit condominium complex in the historic business overlay district on Cambridge Street in Burlington, MA. The permitting process included approvals of the Route 3 business district sub-committee and the planning board. The buildings feature oversized two bedroom dwelling units on three levels over subterranean covered parking.

- **Boynton Meadows, Groton, MA**

Maugel designed this 18-dwelling unit, mixed-use project on Main Street and guided the permitting process through the Historic Districts Commission, the Design Review Committee, the Conservation Commission, and the Planning Board. In addition to the construction of 15 townhouse units, a historic colonial building on Main Street received a retail addition and a full restoration.

- **Blake Block Housing, Bedford, MA.**

This mixed-use project on Bedford's historic Main Street is serving as a catalyst to residential and commercial revitalization in one of New England's most historic towns. The complex has been designed to appear as several distinct buildings constructed at different periods through time. Restaurants and shops line Main Street at the first level and are supported by abundant parking behind the new structure. The seven second floor condominiums units feature abundant window lines, balconies, and cathedral ceilings.

Mike Kunz

RESUME CONTINUED

- **Bowers Brook Senior Housing, Harvard, MA.**
Maugel designed this three-story 40-dwelling residential home for seniors at the Harvard Park mixed-use development. The units feature large one and two-bedroom units with solid surface kitchens, energy star appliances, and hardwood floors throughout. The facility has common laundry rooms on each floor and a banquet room adjacent to an outdoor seating garden.
- **Norwood Crossing, Norwood, MA**
Norwood Crossing is a 105-unit, dense residential complex amidst a suburban commercial environment. Set upon a two-level parking deck, four-story structures enclose a landscaped courtyard, which also contains a swimming pool and social meeting places. During construction, Maugel Architects was recognized for creatively addressing budget and schedule challenges.
- **Warner Woods, Concord, MA**
Maugel designed this complex of large rental units to include townhouses with lofts in the upper two floors. Gabled roofs, masonry exterior walls and traditional detailing complement the context of this historical town.
- **Shaw's Landing, New London, CT**
Maugel designed this unique modular four-story structure above a subterranean parking garage on the shore of New London's historic waterfront. Phase one of this three phased project built by Tocci Building Companies features water views from all the dwelling units and secured grounds with a clubhouse, pool and other amenities.
- **Five Chimneys, Concord, MA**
Five Chimneys is a unique mixed-use building located in Concord. The design of the building includes parking beneath the building, office space on the middle floor and housing on the top floor. This structure was thoughtfully designed to put living spaces within the roof structure, thereby reducing the apparent height of the building.
- **Oakridge Burlington, Burlington, MA**
Maugel Architects designed this townhouse community in the central business district of Burlington, Massachusetts as part of the mixed-use overlay zoning for the Route 3A corridor. These units feature federal style detailing and individual private entry ways, enclosed parking garages, bay windows, and cathedral ceilings. This project was conceived as a "smart growth" development due to its energy star design, density and location in a central business district.

Daniel Barton AIA

PRINCIPAL



PROFESSIONAL REGISTRATIONS

Registered Architect: MA #20717

National Council of Architects

Registration Board: #87486

CERTIFICATIONS AND AFFILIATIONS

American Institute of Architects

Boston Society of Architects

National Trust Historic Preservation

Historic New England

AWARDS

IFMA Boston Award of Excellence for
World Academy School

Glassman Design Award, Boston

Architectural Center

EDUCATION

Bachelor of Architecture, Boston
Architectural College

VOLUNTEER WORK

Groton Community School Trustee: 2011-
2016

Groton Historic Districts Commission
Chairman: 1998-2015

Design Review Committee, Groton
Chairman: 2012-2015

Station Ave Overlay Committee Member:
2005-2008

Groton Sign Bylaw Committee

Youth Group Co-leader FRS Carlisle

Dan is a principal in the firm and leads Mauge's Strategic Planning services.

With more than 30 years of planning and architectural design experience, Dan leads the firm's strategic planning services efforts. He has particular expertise in master planning, strategic planning, facility design, feasibility analysis, consensus-building, and multidisciplinary team coordination. His work ranges from the design of individual buildings to the planning and urban design for campuses, cities, neighborhoods, and transportation.

- **Salisbury Affordable Housing, Salisbury, MA**

Mauge's design concepts for two affordable housing projects were selected by the Town of Salisbury and the Affordable Housing Trust for 41-units at 29 Elm Street and 19 Maple Street. The projects feature additions and alterations to the Spalding School Building and two new buildings to be built on the Elm Street site. The residences include studios and one, two and three-bedroom units.

- **Old High School Commons, Acton, MA**

Mauge transformed the former two-story Acton High School, located at Massachusetts Avenue and Charter Road in Acton into 15 affordable apartments. The historic building is nominated for listing on the National Register of Historic Buildings.

- **Five Chimneys, Concord, MA**

Five Chimneys is a unique mixed-use building located in Concord. The design includes parking beneath the building, office space on the middle floor and housing on the top floor. This structure was thoughtfully designed to put living spaces within the roof structure, thereby reducing the apparent height of the building. Mauge designed many scale elements, such as columns and dormers, to make the new building fit into the residential context.

- **Blake Block, Bedford, MA**

This mixed-use project on Bedford's historic Main Street has been designed to appear as several distinct buildings constructed at different periods through time. Restaurants and shops line Main Street at the first level and are supported by

Daniel Barton AIA

RESUME CONTINUED

abundant parking behind the new structure. The seven second floor condominiums units featuring abundant window lines, balconies, and cathedral ceilings.

- **Oakridge Burlington, Burlington, MA**

Maugel Architects designed this townhouse community in the central business district of Burlington as part of the mixed-use overlay zoning for the Route 3A corridor. The units feature federal style detailing and individual private entry ways, enclosed parking garages, bay windows, and cathedral ceilings.

- **Hatter's Point, Amesbury, MA**

Hatter's Point is a \$40 million, 80-unit condominium complex located in a historic brick mill on the Merrimack River. Multiple buildings totaling over 120,000 SF were transformed into living units for active adults over 55 years of age.

- **World Academy School, Nashua, NH**

Dan's design of the World Academy School won the 2014 IFMA Award of Excellence. One of the major design objectives was to create a sense of connection, transparency, and community between the students, faculty, and administration. To accomplish this, Dan designed an open central core in the middle school which transformed a main thoroughfare from a traditional locker-lined hallway to an open, light-filled gathering space.

- **Nashawtuc Country Club, Concord, MA**

Dan led the master planning and feasibility study to determine options for improving, relocating, or redeveloping the club's 40,000

SF clubhouse building. The goal of the plan was to provide members with a state-of-the-art fitness center, enhanced casual dining, and expanded family-centered amenities.

- **Thoreau Club, Concord, MA.**

Situated on a 50-acre wooded site, the club offers state-of-the-art fitness and recreational facilities in a rural Concord setting. Maugel designed three buildings and provided comprehensive planning associated with multiple swimming and tennis functions, seasonal air supported dome structures, an outdoor summer camp, and a banquet hall. In a later phase, Maugel designed a 25,000 SF fitness center addition.

- **Concord Country Club, Concord, MA.**

Dan conducted the campus planning to reconfigure recreational facilities and site circulation at this private golf, tennis, and swimming club. The plan led to the design and construction of a new fieldhouse, pool facility, and competition tennis court. The project included comprehensive permitting, interfacing with the club's golf course architect, the coordination of site utilities, and a new waste-water treatment facility.

- **St. Anne's in-the-Fields, Lincoln, MA.**

Dan designed a three-phased building project and site design for Saint Anne's. The scope involved the construction of a 15,000 SF parish hall/administrative wing and the renovation and expansion of the ca. 1870 Sanctuary. By reorienting the space and creating of a new entry core the design achieves accessibility to all building areas and welcome members and visitors.

Jonathan Cocker

PRINCIPAL



PROFESSIONAL REGISTRATIONS

Associate, American Institute of Architects

EDUCATION

Bachelor of Architecture, Norwich University.

Jon is a principal in the firm.

He has 20 years of professional practice experience in architectural programming, design, and construction with a diverse portfolio of building types and use groups within the multifamily, health care, life sciences, and educational markets. Jon has substantial expertise in tailoring professional services to meet the specific needs of clients, while achieving design excellence.

- **Ivory Keys Apartments, Leominster, MA**
Maugel transformed a vacant historic mill building that formerly housed a piano manufacturing facility in the Leominster's Adams Street neighborhood into a 41-unit affordable rental housing complex. The design pays homage to the building's history by preserving and repurposing original elements in the space.
- **Beacon Village, Burlington, MA**
Maugel transformed this 300-unit rental community from the dated 1970's architecture into a vibrant family residential neighborhood. Maugel designed new gabled facades as overlays to the existing shed roof structures and specified new windows, doors, siding, roofing and site amenities for each of the 35 buildings in the complex. Remarkably, the construction was done while buildings were occupied resulting in an actual increase of tenancy throughout and after construction.
- **Blake Block Housing, Bedford, MA.**
This mixed-use project was designed to appear as several distinct buildings constructed at different periods through time. Restaurants and shops line Main Street at the first level and are supported by abundant parking behind the new structure. The seven second floor condominiums units feature abundant window lines, balconies, and cathedral ceilings.
- **Sturdy Memorial Hospital, Plainville, MA**
Jon was the senior project manager for Sturdy Memorial Hospital's new 30,000 SF medical office building in Plainville. The new facility provides the community with a Sturdy Memorial Urgent Care center, patient services, OB/GYN, and primary care.

Jonathan Cocker

RESUME CONTINUED

- **Circle Health, Dracut, MA**
Jon managed Circle Health's new 27,000 SF three-story medical office building located in Dracut. The new ground-up facility provides the community with a Circle Health Urgent Care and Lowell General Hospital patient service center, physician practices in OB/GYN and primary care, and diabetes and endocrinology specialty services.
- **Circle Health, Westford, MA**
Jon and his team designed five medical office suites for Circle Health's new 23,500 SF medical office building at Cornerstone Square in Westford. The new facility provides the community with a Circle Health Urgent Care Center, a Lowell General Hospital Patient Service Center, and physician practices.
- **Circle Health Patient Services, Westford, MA**
Working closely with the team at Circle Health and Lowell General Hospital, Jon tailored the design of the patient services suite at Circle Health's new Westford facility to promote seamless care to patients and an efficient work flow.
- **UMass Memorial Medical Group, Harvard, MA**
Jon was the project manager for this 20,000 SF multi-tenant medical office building and designed the medical suite for the UMass Memorial Medical Group.
- **UMass Memorial/Marlboro Hosp, Marlboro, MA**
Jon designed renovations to the nurse station and family waiting areas of the Intensive Care Unit (ICU). The new design reconfigured the nurse station, improved patient sight lines and streamlined work flow.
- **LFB USA, Marlboro, MA**
Jon designed the a new 70,000 SF biomanufacturing facility for LFB USA. The facility will house 30,000 SF of clean room manufacturing space, 20,000 SF of warehouse space, and 14,000 SF of office space.
- **Acton Medical Associates, Acton, MA**
Jon has completed more than a dozen projects for Acton Medical at their offices in Acton, Harvard and Littleton. The latest project redesigned and upgraded the processing laboratory, phlebotomy, and ultrasound facilities, reception and waiting area.
- **Bruker Corporation, Billerica, MA**
Over a ten year period, Jon has designed more than 150,000 SF for Bruker Corporation located in Billerica. Projects have included renovations and restacks within Bruker's Daltonics, Biospin and Optics Divisions.
- **New England Cryogenics Center, Marlboro, MA**
Maugel renovated 30,000 SF of office and lab space for New England Cryogenic Center (NECC), one of the world's largest full-service cryogenics labs. NECC wanted the laboratory to be a showcase to visitors. To meet this requirement, Maugel strategically placed large viewing windows along the lab wall to highlight equipment, working areas, and processes.

Nicole Kirouac AIA

ARCHITECT



PROFESSIONAL REGISTRATIONS

Registered Architect: MA #951520

CERTIFICATIONS AND AFFILIATIONS

American Institute of Architects

EDUCATION

Master of Architecture, Wentworth Institute of Technology

Bachelor of Architecture, Wentworth Institute of Technology

Nicole join the firm in 2015. She is a registered architect with responsibilities in all design phases.

Nicole's responsibilities include graphic presentations and 3D renderings, space planning, producing construction documents, and construction administration. Prior to joining Mangel, Nicole worked as a designer for Steffian Bradley Architects and Austin Architects. Nicole also worked as a teaching assistant at the Wentworth Institute of Technology and performs portfolio and studio reviews at the Boston Architectural College.

- **Salisbury Affordable Housing, Salisbury, MA**
Mangel's design concepts for two affordable housing projects were selected by the Town of Salisbury and the Affordable Housing Trust for 41-units at 29 Elm Street and 19 Maple Street. The projects feature additions and alterations to the Spalding School Building and two new buildings to be built on the Elm Street site. The residences will include studios and one, two and three-bedroom units.
- **Old High School Commons Apartments, Acton, MA**
Mangel transformed the former two-story Acton High School, located at Massachusetts Avenue and Charter Road in Acton into 15 affordable apartments. The historic building is nominated for listing on the National Register of Historic Buildings.
- **Nashawtuc Country Club, Concord, MA**
As part of Nashawtuc Country Club's master plan, an extensive 45,000 SF renovation is planned to upgrade the club's recreational and social facilities. The goal of the plan is to provide members with a state-of-the-art fitness center, enhanced casual dining, and expanded family-centered amenities. By reorienting the internal circulation and modifying the entrance driveway, Mangel was able to creatively expand the existing facility and dramatically redesign interior spaces to better serve members and guests.
- **Winchester Savings Bank Hammond Square, Woburn, MA**
The Winchester Savings Bank Main Street location houses corporate offices and a retail/lending branch on the first floor. The goal of the project was to transform the 1979 banking environment into

Nicole Kirouac AIA

RESUME CONTINUED

a modern retail and commercial banking platform. Maugel Architects reconfigured the interior; replaced all finishes, millwork, and furniture; and integrated new signage, audio/visual aids, and attractions.

- **Sturdy Memorial Hospital, Attleboro, MA**

Maugel Architects designed Sturdy Memorial Hospital's new 30,000sf medical office building in Plainville, MA. The new facility will provide the community with a Sturdy Memorial Urgent Care center, patient services, OB/GYN, and primary care. Maugel worked closely with Sturdy Memorial to design a modern environment that maximizes clinical space and provides clear wayfinding for patients and visitors. Particular attention was given to creating efficient workflows tailored to physician working patterns and to providing seamless care to patients.

- **Marlborough Hospital, Marlborough, MA**

Maugel designed renovations to the nurse station and family waiting areas of the Intensive Care Unit (ICU) at UMass Memorial-Marlborough Hospital, located at 157 Union Street in Marlborough. The new design reconfigured the outdated nurse station to improve patient sight lines and streamline work flow. T

- **MC10, Lexington, MA**

The 30,000 SF renovation created multiple work environments, R&D labs, and eye-catching meeting spaces that emphasized comfort and fostered a sense of community. The workspace features sleek materials, clear circulation paths, and modern furnishings. Key spaces are punctuated with playful artistic features and

color—providing a unique approach to way-finding and reinforcing the company brand

- **Brae Burn Country Club, Newton, MA**

Maugel provided master planning, permitting assistance, and design services to replace Brae Burn's aging pool. The redesign features a new six-lane pool with diving well and slide, a zero-entry children's pool, shade structures, and a poolside amenity plaza. A dedicated grill area, outdoor service counter, and pergola-covered dining area further extended the club's hospitality offerings in a family focused setting.



Multifamily Experience

EXPERIENCE

Burlington Heights

Burlington, MA



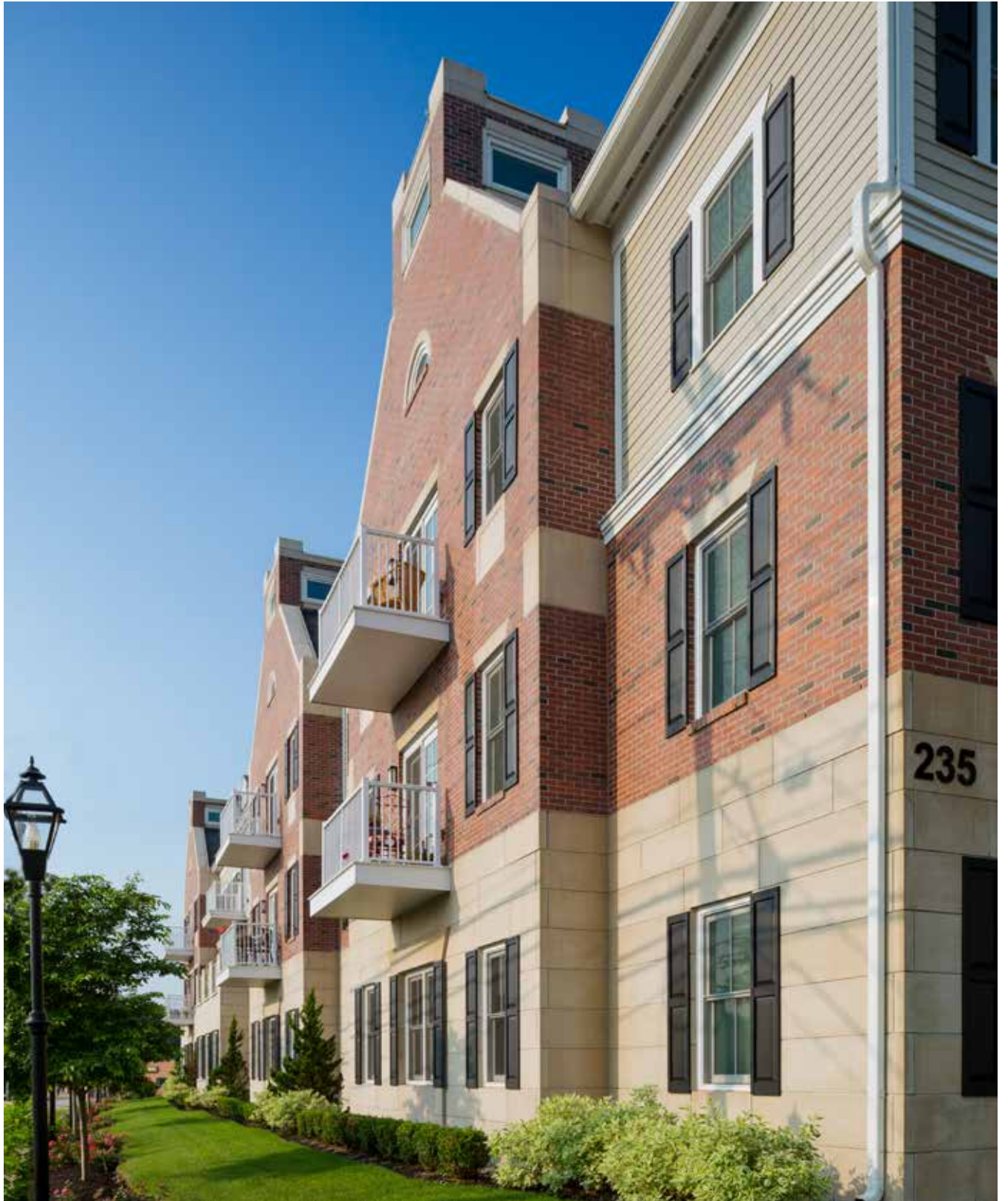
SCOPE

- Ground-up
- Condominiums

SIZE

- 42 units

Maugel Architects designed this 42-unit condominium complex in the business overlay district on Cambridge Street in Burlington, MA. The permitting process required approvals from both the Rt. 3 business district subcommittee and the planning board. The buildings feature oversized two-bedroom units on three levels over subterranean parking.



EXPERIENCE

Portwalk

Portsmouth, NH



SCOPE

- Urban Redevelopment
- Mixed-use
- Restaurants
- Retail
- Hotels
- Residential

SIZE

- 400,000 SF
- 5 Acres

This four-phased development project was part of a major Portsmouth urban redevelopment effort. Portwalk combines a mix of uses including retail shops, restaurants, hotels and residential units, providing sustainable commerce opportunities to Portsmouth and the Seacoast. Working in conjunction with the development team and city officials, our Portsmouth team served as the Consulting Architect focused on creating a pedestrian-friendly neighborhood consistent with the architectural language of the historic city.





EXPERIENCE

Bowers Brook Senior Housing

Harvard, MA



SCOPE

- Senior Housing
- Affordable

SIZE

- 40 units

Maugel designed this three-story 40-dwelling residential home for seniors at the Harvard Park mixed-use development. The units feature large one and two-bedroom units with solid surface kitchens, energy star appliances, and hardwood floors throughout. The facility has common laundry rooms on each floor and a banquet room adjacent to an outdoor seating garden.

EXPERIENCE

Salisbury Housing

Salisbury, MA



SCOPE

- Affordable
- Renovation/Additions
- 2 Ground-up buildings

SIZE

- 41 Units

Maugel's design concepts for two affordable housing projects have been selected by the Town of Salisbury and the Affordable Housing Trust as the winning designs for 41-units at 29 Elm Street and 19 Maple Street in Salisbury, MA. The projects feature additions and alterations to the Spalding School Building on Maple Street and two new buildings to be built on the Elm Street site. The residences will include studios and one, two and three-bedroom units and feature abundant green space amenities and parking.



EXPERIENCE

25 Maplewood Ave

Portsmouth, NH



SCOPE

- Urban Redevelopment
- Mixed-use
- Commercial Offices
- Retail Banking
- Residential

SIZE

- 40,000 SF

An outdated law office building on a prominent corner in downtown Portsmouth was demolished to make way for a 40,000 SF mixed-use development. The building will feature a Provident Bank branch location on the first floor and corporate offices for the bank on the second floor. The third and fourth floors will feature ten condominiums, each with an accompanying balcony. An atrium in the center of the building will allow natural light to wash down through open hallways and covered parking tucked into the hill.

EXPERIENCE

100 Washington Street

Dover, NH



SCOPE

- Mixed-use
- Multiple Phases
- Two 5-story Buildings
- Underground Parking
- Retail
- Restaurants

SCOPE

- 100 Residential Units

As part of the downtown revitalization effort in the City of Dover, the team was engaged for the design of a mixed-use project covering a city block. The multi-phased project includes two five-story buildings over an underground parking structure. First floor uses will include retail and restaurant tenant spaces with 100 residential units above.

To fit seamlessly within the architectural fabric of the city, the building was designed to appear as if it had been constructed in separate segments overtime. Existing structures on the site will be demolished and the new building will be set back from the main street to provide parking, a wide sidewalk and outdoor dining areas.

EXPERIENCE

Harbour Hill Condominiums

Portsmouth, NH



SCOPE

- 1-3 Bedroom Units
- Common Roof Terrace
- Lobby Access to Hotel

In conjunction with a new hotel development, this residential property served as the announcement of things to come in an area that was ready for change. Traditional materials such as brick, clapboard and stone were used to craft a building in keeping with the historic structures of downtown Portsmouth. One, two and three bedrooms are spread across a variety of floor plans, ranging from 820 to 2200 SF. Each residence includes lofty ceilings, elegant French doors and Juliet balconies. A common roof terrace provides a social atmosphere for residents, offering exceptional harbor views. Other advantages include covered garage parking and lobby access to the hotel.

EXPERIENCE

Porter Street Townhouses

Concord, MA



SCOPE

- Urban Infill
- Townhouses
- Three-levels

To give life to an empty lot in the center of Portsmouth, the team proposed adding an alternative form of housing to Portsmouth's city scape. While traditional in seaside New England, this style was not present in current Portsmouth architecture and required extra levels of review by the Historic District Commission.

The exterior complements neighboring brick buildings while unique gable roofs feel a part of, but not the same as, the rest of the city. The rhythm of the building's dormers continues down to the bay window along the facade and raised first floor entrances provide progression from public to private space. Inside, the spacious units feature three levels of living space and open stairwells with roof skylights that allow natural light to flood the interior.

EXPERIENCE

Grist Mill Apartments

Chelmsford, MA



SCOPE

- Ground-up
- Four-story Building
- Underground Parking

SIZE

- 70 Units

Winstanley Enterprises selected Maugel to design the Grist Mill Apartments located in Chelmsford. Nestled on 5 ½ acres, the four-story, 70-unit apartment development off Cushing Place is conveniently located downtown in close proximity to restaurants, shops and town amenities.

Maugel worked closely with Winstanley and Princeton Properties to design a mix of unit sizes appropriately scaled to the neighborhood. To complement the historical context of the community, the building features a mansard roof and traditional detailing in cornice mouldings, window trim, and dormers. A mix of underground and surface parking was also designed to provide ample parking for 138 vehicles.

EXPERIENCE

Ivory Keys Apartments

Leominster, MA



SCOPE

- Historic Preservation
- Affordable
- Renovation

SIZE

- 41 Units

Maugel transformed a vacant historic mill building that formerly housed a piano manufacturing facility in the Leominster's Adams Street neighborhood into a 41-unit affordable rental housing complex. The new design pays homage to the building's history by preserving and repurposing original elements throughout interior spaces.

The project was the recipient of Preservation Massachusetts' 2019 Robert H. Kuehn Preservation Award. The award recognizes extraordinary projects that meld collaborative partnerships with creative ideas for the rehabilitation and active reuse of historic buildings. Preservation Massachusetts is the statewide non-profit historic preservation organization dedicated to preserving the Commonwealth's historic and cultural heritage.

BEFORE



EXPERIENCE

Old High School Common Apartments

Acton, MA



SCOPE

- Affordable Housing
- Renovation

SIZE

- 15 Affordable Units

Maugel transformed the former two-story Acton High School, located at Massachusetts Avenue and Charter Road in Acton into 15 affordable apartments. The old high school, built in 1925, remained open until 1958, when the town joined with Boxborough to create a regional high school. Ten years after the plans emerged to demolish the old school, construction is now complete and residents have moved into this beautifully restored building. The historic building is nominated for listing on the National Register of Historic Buildings.

EXPERIENCE

Blake Block

Bedford, MA



SCOPE

- Mixed-use
- Retail/Housing

SIZE

- 7 Condo Units

This mixed-use project on Bedford's historic Main Street is serving as a catalyst to residential and commercial revitalization in one of New England's most historic towns. The complex has been designed to appear as several distinct buildings constructed at different periods through time. Restaurants and shops line Main Street at the first level and are supported by abundant parking behind the new structure. The seven second floor condominium units featuring abundant window lines, balconies, and cathedral ceilings.

BEFORE



EXPERIENCE

Oakridge at Burlington

Burlington, MA



SCOPE

- Townhouses
- Smart Growth Development

Maugel Architects designed this townhouse community in the central business district of Burlington as part of the mixed-use overlay zoning for the Route 3A corridor. These units feature federal style detailing and individual private entry ways, enclosed parking garages, bay windows, and cathedral ceilings. This project was conceived as a “smart growth” development due to its energy star design, density and location in a central business district.



EXPERIENCE

Boynton Meadows

Groton, MA



SCOPE

- Mixed-use
- Housing/Retail
- Ground-up Townhouses
- Historic Restoration

SIZE

- 18 Units

Maugel designed this 18-dwelling unit, mixed-use project on Main Street and guided the permitting process through the Historic Districts Commission, the Design Review Committee, the Conservation Commission, and the Planning Board. In addition to the construction of the dwelling units, a historic colonial building on Main Street received a retail addition and a full restoration.

EXPERIENCE

Sundial Residences

Manchester, NH



SCOPE

- Commercial Conversion
- Five-story Historical Mill Building
- Studio, 1-bedroom & 2-bedroom
- Modern Amenities & Upgrades
- Clubhouse

SIZE

- 87 Residential Units

During this commercial to residential apartment building conversion project, the design team worked with the developer client and property manager to navigate a seamless transition while maintaining occupancy. The 5-story mill building now has 87 residential dwelling units in studio, one-bedroom and two-bedroom styles. Modern features abound within the units, including custom cabinetry and built-ins and oversized windows. The building also boasts a clubhouse with a pool table and fireplace.

EXPERIENCE

Hatter's Point

Amesbury, MA



SCOPE

- Historic Mill
- Renovation
- Over 55 Housing
- Marina
- Boardwalk

SIZE

- 80 Units
- 120,000 SF

Hatter's Point is a \$40 million, 80-unit condominium complex located in a historic brick mill on the Merrimack River. Multiple buildings totaling over 120,000 SF were transformed into living units for active adults over 55 years of age. Historical integrity was key. New windows were commissioned to replicate the original factory windows, and the original brick was refurbished and recycled into the new design. The site also features a marina and boardwalk.

EXPERIENCE

Residences at Riverfront Landing

Nashua, NH



SCOPE

- Repurposed Industrial Property
- Three 4-story residential buildings
- Parking Podiums
- Clubhouse
- Retail

SIZE

- 228 Market-rate Units

The team is currently working with a national and regional development team to provide a new eastern gateway into downtown Nashua, New Hampshire. The Residences at Riverfront Landing is the first phase of the major redevelopment to this former industrial property. The 228 unit market-rate project features three 4-story residential buildings with parking podiums. A clubhouse will serve residents' needs for leasing, fitness and community spaces while an additional building along the river will accommodate modest retail needs. The site is surrounded by a trail system that boasts views of the confluence of the Merrimack and Nashua Rivers.

EXPERIENCE

Cascade Apartments

Saco, ME



SCOPE

- New Construction
- Micro Units
- One and Two Bedroom
- Central Amenity Tower
- Cyber Lounge

This new construction project features two-bedroom, one-bedroom and micro unit options - each with a walk-out balcony. The exterior features lapboard siding, shingles and vertical board paneling to fit the context of the surrounding landscape. Two wings of apartments branch off a central tower, grounding the space and adding unique detail to the design. The open entry design of the tower showcases cascading stairs, a cyber lounge and a library.

EXPERIENCE

Albany Fellows

Boston, MA



SCOPE

- Conceptual Design
- Approvals

SIZE

- 443,000 SF
- 104 Units

Maugel was selected by the Fallon Company for the design and approval phases of approximately 443,000 SF of mixed-use development between Albany and Fellows Streets in Boston. Maugel guided the approval process through the Boston Redevelopment Authority, the Boston Civic Design Commission and several Boston community groups. Upon zoning approvals, the project was acquired by Boston University to house medical students for the Albany Street medical campus. The 104 two-bedroom suites house 208 students on 8 residential floors. The project was completed for Boston University by Beacon Architectural Associates.

EXPERIENCE

Beacon Village

Burlington, MA



SCOPE

- Renovation
- Maintained Occupancy

SIZE

- 35 Buildings
- 300 Units

Maugel transformed this 300-unit rental community from the dark and dated imagery of 1970's architecture into a bright and vibrant family residential neighborhood. Maugel designed new gabled facades as overlays to the existing shed roof structures and specified new windows, doors, siding, roofing and site amenities for each of the 35 buildings in the complex. Remarkably, the construction was done while buildings were occupied, resulting in an actual increase in tenancy throughout, and after, construction.

BEFORE



EXPERIENCE

Five Chimneys

Concord, MA



SCOPE

- Mixed-use
- Office/Housing

Five Chimneys is a unique mixed-use building located in Concord. The design of the building includes parking beneath the building, office space on the middle floor and housing on the top floor. This structure was thoughtfully designed to put living spaces within the roof structure, thereby reducing the apparent height of the building. Maugel designed many scale elements, such as columns and dormers, to make the new building fit into the predominantly residential context.

EXPERIENCE

Norwood Crossing

Norwood, MA



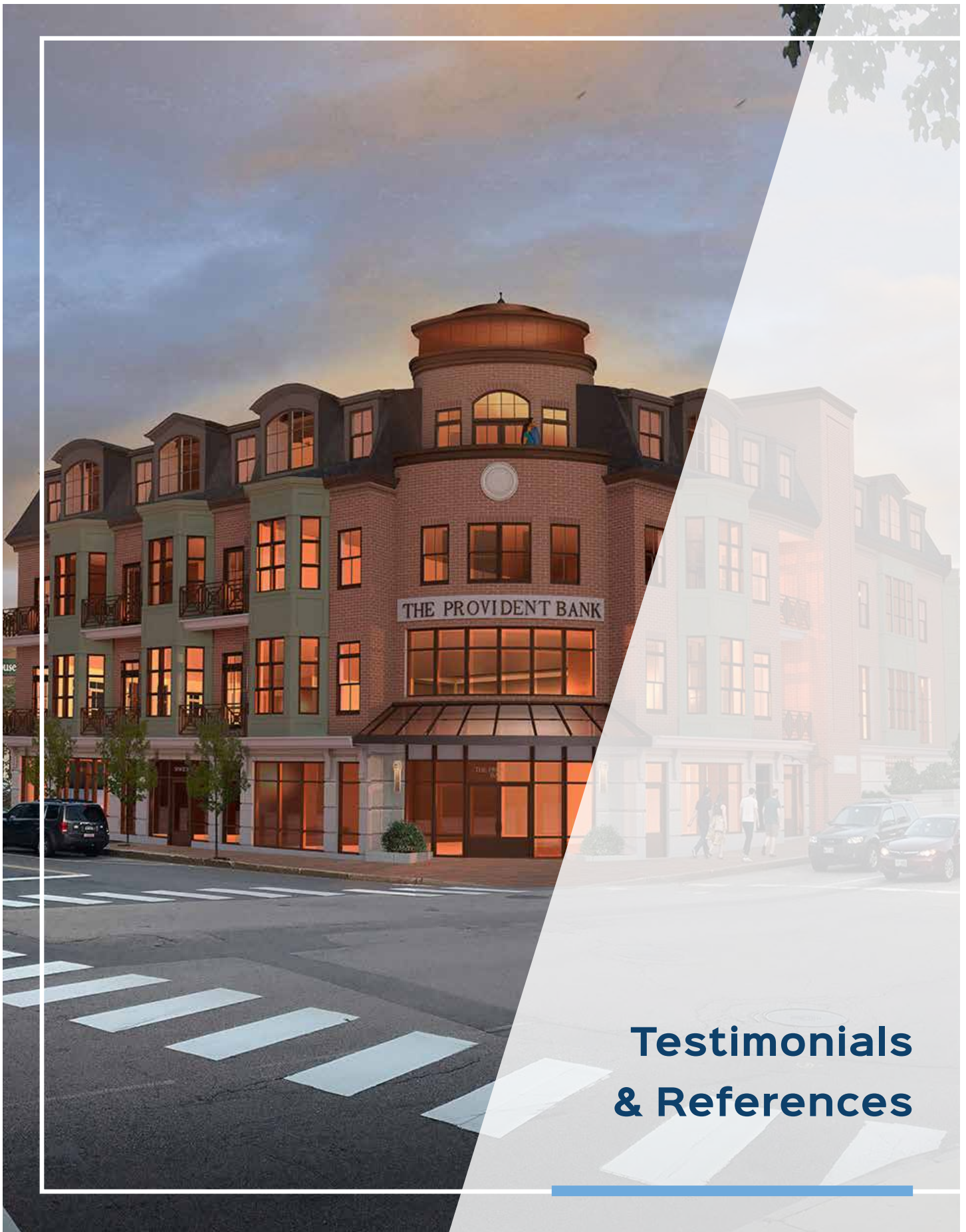
SCOPE

- Urban Residential
- Four-story Structure
- Two-level Parking Deck

SIZE

- 105 Units

Norwood Crossing is a 105-unit, dense residential complex amidst a suburban commercial environment. Set upon a two-level parking deck, four-story structures enclose a landscaped courtyard, which also contains a swimming pool and social meeting places. During construction, Mangel Architects was recognized for creatively addressing budget and schedule challenges.



Testimonials & References

Client Testimonials



Bowers Brook Senior Housing

"Maugel's design team was excellent in creating striking imagery appropriate to the building's context. As the developer, we appreciated their speed, responsiveness, budget awareness, and overall team approach. The thoroughness, accuracy and attention to detail saved significant construction costs."

Lou Russo, President, LD Russo Development



Nordblom Company

"The redevelopment of 71 Third Avenue represented a new high-water mark in the evolution of the 1.4M SF Northwest Park. Maugel Architects' juxtaposition of traditional building materials with non-traditional geometries, uncompromising work ethic, and commitment to teamwork, ensured that this project was successful. More than any other consultant, Maugel Architects was responsible for maximizing the form, function and ultimately the leaseability of 71 Third Avenue"

Todd Fremont-Smith, SVP, Nordblom Company



Erland Construction

"Maugel interpreted and illustrated our branded image perfectly. When we said we wanted something very visual that would say something about who we are and what we do, we did not really appreciate how exciting the space could be. The trust we have put in Maugel Architects for over twenty years was well earned."

Charles S. Vaciliou, SVP, Erland Construction,

CLIENT REFERENCES

Lou Russo, LD Russo

198 Ayer Road

Harvard, MA 01451

p 978 456 3500

e lou@ldrusso.com

John Amaral, Omni Properties

6 Lyberty Way, Suite 203

Westford, MA 01886

p 978 369 4884

e jamaral@omniproperties.com

Steven Joncas, Joncas Associates

21 George Street, Suite 304

Lowell, MA 01852

p 978 452 3956

e sjoncas@att.net



MAUGEL
ARCHITECTS

200 Ayer Road / Suite 200 / Harvard, MA 01451 / 978 456 2800

22 Ladd Street / Portsmouth, NH 03801 / 603 431 8701



MAUGEL.COM

Omni Development

<https://omniproperties.com/portfolio/development/>

6 Lyberty Way Suite 203 Westford MA 01886 978.369.4884

Village Green Littleton
Completed 2015 144 Apartment Rental
Cost Certification Completed

Village Green Tewksbury
Completed 2009 56 Unit Apartment Rental
Cost Certification Completed

Avalon Acton
380 Unit Apartment/Townhome Rental
Permit sold to Avalon 2007
86 Main Street Norfolk, MA 02056

Maugel Architect

<https://www.maugel.com/multi-family-design/>

200 Ayer Road Quite 200 Harvard, MA 01451 978.456.2800

Bowers Brook
Senior Housing Harvard MA
40 units

100 Washington Street
Dover NH
100 Units / Two 5-story buildings

Grist Mill Apartments
Chelmsford MA
70 Units / 4-story building

Residences at Riverfront Landing
Nahua NH
288 Units/ Three 4-story buildings

Howard Stein Hudson

www.hshassoc.com

114 Turnpike Road Chelmsford MA 01824

The Kinloch
104 Turnpike Rd Chelmsford MA
Currently Under Construction
168 Apartments

One Beachmont
205 Revere Beach Parkway, Revere MA
Completed 2018
195 units / 6 Story buildings

Meriel Marina Bay
552 Victory Road Quincy MA
Completed 2016
352 Units / 4 Stories

Certification and Acknowledgment

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ___

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ___

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ___

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ___

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ___ No ___

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ___

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ___

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ___

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: DS Hale

Name: David E. Hale

Title: Manager

Date: 9-6-17

55 Summer Street Site Approval Applications (Cedar Crossing and Cedar Edge)

The Town of Walpole acknowledges receipt of the following documents:

Received:

Two (2) copies of the Site Approval Application for Cedar Crossing, a 240-unit Rental project located at 55 Summer Street, Walpole Ma, submitted by 55 SS LLC




Two (2) copies of the Site Approval Application for Cedar Edge, a 60-unit Ownership project located at 55 Summer Street, Walpole Ma, submitted by 55 SS LLC



Town of Walpole

By its Town Clerk


Name: Elizabeth Gaffney
Date: September 9, 2019

RECEIVED
19 SEP -9 PM 1:51
TOWN OF WALPOLE
55 SUMMER STREET

September 9, 2019

Phil DeMartino
Senior Technical Assistance Planning Coordinator
MA Department of Housing & Community Development
100 Cambridge Street, Boston, MA 02114

RE: Site Approval Application Submission – 300 units / Walpole MA.

Dear Phillip:

Please accept the enclosed site approval application cover letter as notification that Omni Development, thru 55 SS LLC has submitted two site approval applications for a 300-unit Comprehensive permit to be located at 55 Summer Street, Walpole MA. The site approval applications are for Cedar Crossing a 240-unit rental community and Cedar edge, a 60-unit townhome condominium community. Both are located at 55 Summer Street in Walpole MA. Please let us know if you have any questions.

Sincerely,



David Hale
Manager Omni Development and 55 SS LLC

1002

55 SS LLC6 Liberty Way, Suite 203
Westford, MA 01886

Enterprise Bank
 Enterprise Bank & Trust Company
 LOWELL, MASSACHUSETTS
 53-274/113


9/4/2019

PAY TO THE
ORDER OF

Masshousing

\$ **2,500.00

Two Thousand Five Hundred and 00/100*****

DOLLARS

Masshousing



 AUTHORIZED SIGNATURE

MEMO

Ownership application fee - 55 Summer St Walpole

⑈001002⑈ ⑈011302742⑈ 4018674⑈

55 SS LLC

Masshousing

9/4/2019

1002

Ownership application fee - 55 Summer St Walpole

2,500.00

Enterprise Bank - Che Ownership application fee - 55 Summer St Walp

2,500.00

55 SS LLC

Masshousing

9/4/2019

1002

Ownership application fee - 55 Summer St Walpole

2,500.00

EXHIBIT 7.4

Enterprise Bank - Che Ownership application fee - 55 Summer St Walp

2,500.00



1003

55 SS LLC6 Liberty Way, Suite 203
Westford, MA 01886

Enterprise Bank
 Enterprise Bank & Trust Company
 LOWELL, MASSACHUSETTS
 53-274/113


9/4/2019

PAY TO THE
ORDER OF

Massachusetts Housing Partnership

\$ **5,500.00

Five Thousand Five Hundred and 00/100*****

DOLLARS

Massachusetts Housing Partnership



 A AUTHORIZED SIGNATURE

MEMO

TA Ownership - 55 Summer St Walpole

⑈00 1003⑈ ⑆0 1 130 274 2⑆ 40 18674⑈

55 SS LLC

Massachusetts Housing Partnership

9/4/2019

1003

TA Ownership - 55 Summer St Walpole

5,500.00

Enterprise Bank - Che TA Ownership - 55 Summer St Walpole

5,500.00

55 SS LLC

Massachusetts Housing Partnership

9/4/2019

1003

TA Ownership - 55 Summer St Walpole

5,500.00

EXHIBIT 7.5

Enterprise Bank - Che TA Ownership - 55 Summer St Walpole

5,500.00



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Omni Development LLC

2 Business name/disregarded entity name, if different from above
6 Lyberty Way Suite 203 Westford MA 01886

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-		-				
--	--	--	---	--	---	--	--	--	--

or

Employer identification number

0	4	-	3	4	4	9	4	6	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

[Signature]

Date ▶ **9.4.11**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Application Checklist

The documentation listed below must, where applicable, accompany each application. For detailed descriptions of these required documents, please see the relevant sections of the application form.

* Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).

- ☐ * Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by one (1) electronic copy of the completed application package
- ☐ * Location Map
- ☐ Tax Map
- ☐ * Directions to the proposed Site
- ☐ * Existing Conditions Plan
- ☐ Aerial Photographs
- ☐ Site/Context Photographs
- ☐ * Documentation Regarding Site Characteristics/Constraints
- ☐ * By Right Site Plan, if applicable
- ☐ * Preliminary Site Layout Plan(s)
- ☐ * Graphic Representations of Project/Preliminary Architectural Plans
- ☐ * Narrative Description of Design Approach
- ☐ * Tabular Zoning Analysis
- ☐ Sustainable Development Principles Evaluation Assessment Form
- ☐ * Evidence of site control (*documents and any plans referenced therein*)
- ☐ Land Disposition Agreement, if applicable
- ☐ * NEF Lender Letter of Interest
- ☐ Market Sales Comparables
- ☐ Market Study, if required by MassHousing
- ☐ * Development Team Qualifications
- ☐ Applicant's Certification (*any required additional sheets*)
- ☐ Narrative describing prior contact (*if any*) with municipal officials
- ☐ * Evidence that a copy of the application package has been received by the Chief Elected Official in the municipality (*may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing*)
- ☐ Copy of notification letter to DHCD
- ☐ *\$2,500 Fee payable to MassHousing (*once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required*)
- ☐ *Technical Assistance/Mediation Fee payable to Massachusetts Housing Partnership.