

Medfield Meadows

Site Approval Application



Submitted to the Town of Medfield
September 2016

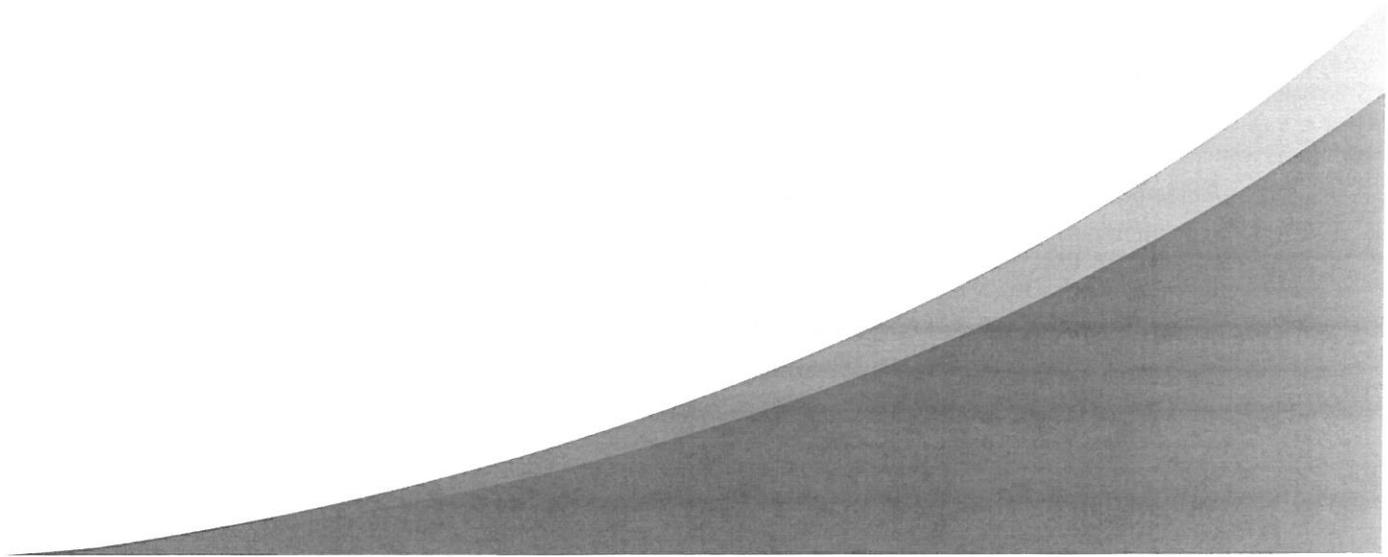
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Comprehensive Permit Site Approval Application/Rental

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Comprehensive Permit Site Approval Application/Rental

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") Rental 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: Medfield Meadows

Municipality: Medfield

Address of Site: North Site: 39/41 Dale Street South Site: 49 Dale Street

Cross Street (if applicable): North Meadows Road (Rte 27)

Zip Code: 02052

Tax Parcel I.D. Number(s) (Map/Block/Lot): 42-071, 42-019, 42-018

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

Medfield Meadows LLC

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): _____

Medfield Meadows LLC

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: John Kelly

Relationship to Applicant: Applicant

Name of Company (if any): _____

Street Address: 12 Haven Street

City/Town/Zip: Dover, MA 02030

Telephone (office and cell) and Email: Johnpkelly86@gmail.com

Secondary Contact Information (required)

Name of Individual: Patrick Corrigan

Relationship to Applicant: Applicant

Name of Company (if any): _____

Street Address: 12 Haven Street

City/Town/Zip: Dover, MA 02030

Telephone (office and cell) and Email: corrigan.pat@gmail.com; 617.893.3900

Additional Contact Information (optional)

Name of Individual: Geoff Engler
Relationship to Applicant: 40B Consultant
Name of Company (if any): SEB, LLC
Street Address: 165 Chestnut Hill Ave \$2
City/Town/Zip: Brighton, MA 02135
Telephone (office and cell) and Email: gengler@s-e-b.com; 617.782.2300 x202

Anticipated Construction Financing: MassHousing NEF Bank

If NEF Bank, Name of Bank: _____

Anticipated Permanent Financing: MassHousing NEF Bank

If NEF Bank, Name of Bank: _____

Total Number of Units 200 # Affordable Units 50 #Market Rate Units 150
Age Restricted? Yes/No No If Yes, 55+ or 62+? _____

Brief Project Description (150 words or less): Medfield Meadows consists of two distinct buildings separated Route 27. The proposed design features a residential style that will be unique to Medfield and which will benefit from being located on Route 27. We believe the characteristics of the location provide a great opportunity for taller (3 to 5 stories) residential structures and a greater density than what can be found in the surrounding community. The buildings have been designed to have varying heights along with facades that step in and out to break up the overall massing. Parking has been strategically located below the building to achieve adequate parking and still maintain usable open space. We have introduced a more contemporary architectural style recognizing that this development will be unique for Medfield, and as such, we felt like we had a full array of architectural styles from which to choose on how to design this new building type. The buildings will be predominantly four story buildings over two levels of below grade parking decks.

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”) Rental 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: Medfield Meadows

Buildable Area Calculations	Sq. Feet/Acres (enter "0" if applicable—do not leave blank)
Total Site Area	6.24 acres
Wetland Area (per MA DEP)	0
Flood/Hazard Area (per FEMA)	0
Endangered Species Habitat (per MESA)	0
Conservation/Article 97 Land	0
Protected Agricultural Land (i.e. EO 193)	0
Other Non-Buildable (Describe)	Vernal pool/ via local jurisdiction 3576 SF
Total Non-Buildable Area	0.08 acres
Total Buildable Site Area	6.16 acres

Current use of the site and prior use if known: Residential and previous gravel pit.

Is the site located entirely within one municipality? Yes No

If not, in what other municipality is the site located? _____

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

Current zoning classification and principal permitted uses: RS & RU.

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).

No previous applications

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? Not to our knowledge

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	N	
Wastewater - public sewer	Y	Sewer adjacent to site
Storm Sewer	Y	On Route 27
Water-public water	Y	8" water main abutting property
Water-private well	N	
Natural Gas	Y	
Electricity	Y	
Roadway Access to Site	Y	
Sidewalk Access to Site	Y	
Other		

Describe surrounding land use(s): DPW, cemetery, commercial and residential

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	0.5	no
Schools	0.5	no
Government Offices	0.6	no
Multi-Family Housing	1.1	no
Public Safety Facilities	0.4	no
Office/Industrial Uses	0.8	no
Conservation Land	2.7	no
Recreational Facilities	0.3	no
Houses of Worship	0.5	no
Other		

List any public transportation near the Site, including type of transportation and distance from the site:
MBTA- Walpole, 5.1 miles

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., "Documentation Regarding Site Characteristics/Constraints."

Are there any easements, rights of way or other restrictions of record affecting the development of the site? No

Are there documented hazardous waste sites on or within a 1/2 mile radius of the site? None

Is there any evidence of underground storage tanks or releases of hazardous material, including hazardous waste, on the site or within close proximity to the site? Cumberland farm gas station

Are there any above-ground storage containers with flammable or explosive petroleum products or chemicals on or within 1/2 mile of the site? No

Is the site, or any portion thereof, located within a designated flood hazard area? No

Does the site include areas designated by Natural Heritage as endangered species habitat? No

Are there documented state-designated wetlands on the site? No

Are there documented vernal pools on the site? Yes

Is the site within a local, state or federal Historic District? No

Is the site or any building(s) on the site listed, nominated or eligible for listing on the National Register of Historic Places? No

Has the site or any building(s) on the site been designated as a local, state or national landmark? No

Are there existing buildings and structures on site? Yes, 1 existing home, 1 abandoned home, and a gravel pit

Does the site include documented archeological resources? No

Does the site include significant areas of ledge? No

Does the site include areas with slopes greater than 10%? yes

If applying for MassHousing Financing, is any portion of the site considered "Prime" or "Unique" agricultural land under Executive Order 193? No

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 (2' contours)
- 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; specimen trees or those with caliper greater than 18" should be shown individually
- j. Existing Site entries and egresses

Please provide two (2) sets of full size (30" x 40" plans) along with three (3) sets of 11" x 17" reproductions.

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 available 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”) Rental 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: Medfield Meadows

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

Total Number of Dwelling Units: 200

Total Number of Affordable Units: 50

Number of 50% AMI Affordable Units: 0

Number of 80% AMI Affordable Units: 50

Number of Market Rate Units: 150

Unit Mix: Affordable Units

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0	11	31	8	0
Number of Bathrooms		1	2	2	
Square Feet/Unit		730 SF	1,110 SF	1,320 SF	

Unit Mix: Market Rate

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0	32	95	23	0
Number of Bathrooms		1	2	2	
Square Feet/Unit		730 SF	1,110 SF	1,320 SF	

Percentage of Units with 3 or More Bedrooms*: 15.5%

* 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: 10 Market Rate: 7 Affordable: 3

Gross Density (units per acre): 34

Net Density (units per buildable acre): 37+/-

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
Building 1 "North- multi-family	Construction	3-5	58'6"	141,000	1
Building 2 "South"- multifamily	Construction	4	47'0"	121,000	1

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. _____

Yes. _____

Parking

Total Parking Spaces Provided: 321

Ratio of Parking Spaces to Housing Units: 1.6

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

Buildings: 26%

Parking and Paved Areas: 16%

Usable Open Space: 10%

Unusable Open Space: 46%

Lot Coverage: 42%

Does Project Fit Definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No Yes

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 (2' contours)
- 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 two (2) sets of full size (30" x 40") plans along with three (3) sets of 11" x 17" reproductions.

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 and rights of way and to 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 which 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; total number of parking spaces (proposed and required).

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

All developments seeking Chapter 40B site approval must demonstrate consistency with the Commonwealth's May 2007 Sustainable Development Principles.

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Rental 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: Medfield Meadows

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: 39 Dale Street- Matthew Roberge, 41 Dale Street- John Solari, 49 Dale Street- Clifford & Susan Monac

Grantee/Buyer: RQC, LLC

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? No

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: 39 Dale Street- July 11, 2016, 41 Dale Street- June 3, 2016, 49 Dale Street- March 26, 2016

Expiration Date: 39 Dale Street- None- Non-expiring right to extend, 41 Dale St- December 3, 2017, 49 Dale-September 26,2017

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

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

Purchase Price: 39 Dale St- \$460,000. 41 Dale Street- \$1,500,000. 49 Dale Street- September 26, 2017 - \$1,000,000.

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, agreements to purchase easements) 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”) Rental Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Rental 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: Medfield Meadows

Initial Capital Budget (please enter “0” when no such source or use is anticipated)

Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	9,441,297
Private Equity	Tax Credit Equity	
Private Equity	Developer Fee Contributed or Loaned	3,514,178
Private Equity	Developer Overhead Contributed or Loaned	
Other Private Equity		
Public/Soft Debt		
Subordinate Debt		
Permanent Debt		42,132,253
Permanent Debt		
Construction Debt	<i>For informational purposes only, not to be included in Sources total</i>	42,132,253
Additional Source (please identify)		
Additional Source (please identify)		
Total Sources		\$ 55,087,728

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.	2,960,000

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual)	
Actual Acquisition Cost: Land	2,960,000
Actual Acquisition Cost: Buildings	
Subtotal Acquisition Costs	2,960,000
Construction Costs–Building Structural Costs (Hard Costs)	
Building Structure Costs	40,715,000
Hard Cost Contingency	2,095,750
Subtotal – Building Structural Costs (Hard Costs)	42,810,750
Construction Costs–Site Work (Hard Costs)	
Earth Work	300,000
Utilities: On Site	100,000
Utilities: Off-Site	
Roads and Walks	400,000
Site Improvement	100,000
Lawns and Planting	100,000
Geotechnical Condition	50,000
Environmental Remediation	
Demolition	
Unusual Site Conditions/Other Site Work	150,000
Subtotal –Site Work (Hard Costs)	1,200,000
Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	n/a
Builder's Overhead	n/a
Builder's Profit	n/a
Subtotal – General Conditions Builders Overhead and Profit (Hard Costs)	n/a
General Development Costs (Soft Costs)	
Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	10,000
Marketing and Initial Rent Up <i>(include model units, if any)</i>	80,000
Real Estate Taxes <i>(during construction)</i>	70,000
Utility Usage <i>(during construction)</i>	50,000
Insurance <i>(during construction)</i>	60,000
Security <i>(during construction)</i>	25,000
Inspecting Engineer	40,000

Item	Budgeted
General Development Costs (Soft Costs) - Continued	
Fees to Others	
Construction Loan Interest	1,620,000
Fees to Construction Lender	120,000
Fees to Permanent Lender	150,000
Architecture/Engineering	900,000
Survey, Permits, Etc.	160,000
Clerk of the Works	
Construction Manager	150,000
Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	280,000
Environmental Engineer	100,000
Legal	60,000
Title (<i>including title insurance</i>) and Recording	40,000
Accounting and Cost Certification (<i>incl. 40B</i>)	25,000
Relocation	
40B Site Approval Processing Fee	5,000
40B Technical Assistance/Mediation Fund Fee	5,000
40B Land Appraisal Cost (<i>as-is value</i>)	5,000
40B Final Approval Processing Fee	6,000
40B Subsidizing Agency Cost Certification Examination Fee	
40B Monitoring Agent Fees	20,000
MIP	
Credit Enhancement	
Letter of Credit Fees	
Other Financing Fees: Tax Credit Allocation Fee	
Other Financing Fees	
Development Consultant	290,000
Other Consultants (<i>describe</i>) <u>lottery</u>	35,000
Other Consultants (<i>describe</i>) <u>peer review</u>	30,000
Syndication Costs	
Soft Cost Contingency	216,800
Other Development (Soft) Costs	
Subtotal - General Development Costs (Soft Costs)	<u>4,552,800</u>
Developer Fee and Overhead	
Developer Fee	3,514,178
Developer Overhead	
Subtotal - Developer Fee and Overhead	<u>3,514,178</u>
Capitalized Reserves	
Development Reserves	
Initial Rent-Up Reserves	50,000
Operating Reserves	
Net Worth Account	
Other Capitalized Reserves	
Subtotal - Capitalized Reserves	<u>50,000</u>

Summary of Subtotals

Item	Budgeted
Acquisition: Land	2,960,000
Acquisition: Building	
Building Structural Costs (Hard Costs)	42,810,750
Site Work (Hard Costs)	1,200,000
Builder's Overhead, Profit and General Conditions (Hard Costs)	n/a
Developer Fee and Overhead	3,514,178
General Development Costs (Soft Costs)	4,552,800
Capitalized Reserves	50,000
Total Development Costs (TDC)	55,087,728
Summary	
Total Sources	55,087,728
Total Uses (TDC)	55,087,728

Projected Developer Fee and Overhead*: 3,514,178

Maximum Allowable Developer Fee and Overhead**: 3,514,178

Projected Developer Fee and Overhead equals ~~100~~¹⁰⁶% of Maximum Allowable Fee and Overhead

* Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.

** Maximum Allowable Developer Fee and Overhead is calculated as follows: 5% of acquisition costs, plus 15% of the first \$3 million of fee-based development costs, plus 12.5% of fee-based development costs between \$3 and \$5 million, plus 10% of fee-based development costs in excess of \$5 million.(Per DHCD QAP Guidelines)

Initial Unit/Rent Schedule

Affordable Units @ 80% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0	11	31	8	0
Number Square Feet		730	1,110	1,320	
Monthly Rent		1217	1417	1613	
Utility Allowance		153	226	286	

Affordable Units @ 50% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number Square Feet					
Monthly Rent					
Utility Allowance					

Describe utility allowance assumptions (*utilities to be paid by tenants*): _____
 all utilities, including water/sewer paid by tenants

Market Rate Units	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0	32	95	23	0
Number Square Feet		730	1,110	1,320	
Monthly Rent		1825	2775	3300	

Initial Rental Operating Pro-Forma (for year one of operations)

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lender:	42,132,253
Annual Rate		5.00%
Term		25 yrs
Amortization		25 yrs
Lender Required Debt Service Coverage Ratio		1.25
Gross Rental Income		
Gross Rental Income		5,617,716
Other Income (utilities, parking)		208,089
Less Vacancy (Market Units)	5% (vacancy rate)	-249,160
Less Vacancy (Affordable Units)	5% (vacancy rate)	-42,130
Gross Effective Income		
Gross Effective Income		5,825,805
Less Operating Expenses	Per Unit:	1,840,000
Net Operating Income		
Net Operating Income		3,694,514
Less Permanent Loan Debt Service		2,955,611
Cash Flow		738,903
Debt Service Coverage		1.25

Describe "other income": inside parking

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.	1,840,000
Assumed Maximum Operating Expense/Unit*	Number of Units: 200	9,200

* MassHousing may request further detail regarding projected operating expenses if such expenses appear higher or lower than market comparables.

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest *(required for projects with NEF financing)*

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, including location, number of units, and type of building (townhouse, garden style, etc.);
- 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 Construction and Permanent Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.*

5.2 Market Rental Comparables *(required)*

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

5.3 Market Study *(if available)*

MassHousing may require a market study at Final Approval 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”) Rental 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: Medfield Meadows

Development Team

Developer/Applicant: Medfield Meadows LLC

Development Consultant (if any): SEB, LLC

Attorney: _____

Architect: Winslow Architects Inc.

Contractor: _____

Lottery Agent: SEB, LLC

Management Agent: _____

Other (specify): Engineer: Cheney Engineering Co., Inc

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		Winslow Architects Inc & Cheney Engineering Co., Inc
Local Permitting		SEB, LLC
Financing Package	yes	
Construction Management	yes	
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: Medfield Meadows LLC

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

State in which registered/formed: MA

List All Managing Entities of Applicant (you must list at least one):
RQC LLC

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

John Kelly & Karina Corrigan

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

2. Proposed Development Entity

Name of Proposed Development Entity: Medfield Meadows LLC

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

State in which registered/formed: MA

List All Managing Entities of Proposed Development Entity (*you must list at least one*):
RQC LLC

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*):
John Kelly & Karina Corrigan

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

Applicant Entity 40B Experience

Please identify every Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted. (*use additional pages as necessary.*)

40B Project	Applicant or Team Member	Role	Municipality	Number of Units/Type	Year Completed	Cost Cert Submitted?
Greendale Village	Team Member	Developer	Needham	20/For-sale	Q4 2015	Not yet
The Village on Main	Team Member	Developer	Newton	20/For-sale	TBD	No
75/83 Court Street	Team Member	Developer	Newton	36/For-sale	TBD	No
Parkview Homes	Team Member	Developer	Newton	10/For-sale	2011	Yes
416 Cambridge	Team Member	Developer	Winchester	96/Rental	TBD	No
Morgan Woods	Team Member	Architect	Edgartown	60/Rental	2008	No
Lake Terrace	Team Member	Architect	Chatham	47/Rental	2009	No

Certification

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 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; and

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, (ii) submission to MassHousing, of a cost certification examined in accordance with AICPA attestation standards by ninety days of project completion (and prior to permanent loan closing if MassHousing is the permanent lender), of an audited cost certification by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature: John Kelly

Name: John Kelly

Title: Owner - Medfield Meadows, LLC

Date: 8/15/2016

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'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”) Rental Projects**

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Medfield Meadows

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: 8/17/16

Date copy of complete application sent to Chief Elected Office of Municipality: _____

Date notice of application sent to DHCD: _____

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

MassHousing Application Processing Fee (\$2500): \$2,500

Chapter 40B Technical Assistance/Mediation Fee \$2,500

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

b. Unit Fee *(all projects)* \$30 per Unit: \$6,000

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*: 8,500

Total Fees Due: 11,000

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 MassHousing for Technical Assistance/Mediation Fee
- 7.6** W-9 (Taxpayer Identification Number)

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 two (2) copies of the complete 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 Rental 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
- * Fees (\$5,000 plus \$30 per unit of housing proposed) 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*)

[ATTACH SUSTAINABLE DEVELOPMENT SCORECARD HERE]

MEDFIELD MEADOWS

MEDFIELD, MA

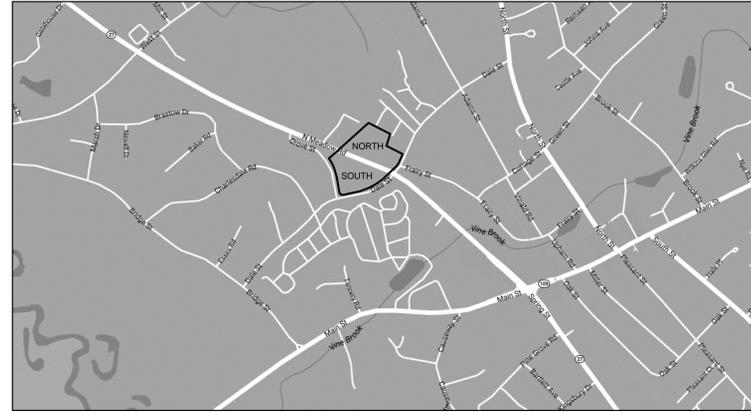
OWNER / DEVELOPER
 MEDFIELD MEADOWS LLC.
 12 Haven Street
 Dover, MA 02030

ARCHITECT
 WINSLOW ARCHITECTS, INC.
 89 Massachusetts Avenue
 Arlington, MA 02474

CIVIL ENGINEER
 RONALD TIBERI, P.E.
 9 Massachusetts Avenue
 Natick, MA 01760

CHENEY ENGINEERING CO, INC.
 53 Mellen Street
 Needham, MA 02494

DEVELOPMENT CONSULTANT
 SEB LLC
 165 Chestnut Hill Avenue #2
 Brighton, MA 02135



LOCUS MAP

DEVELOPMENT SUMMARY

LAND AREA: 5.88 ACRES
 NO. OF BUILDINGS: 2 @ 3-5 STORIES
 NO. OF UNITS: 200 UNITS
 43 - 1 BR
 126 - 2 BR
 31 - 3 BR
 NO. OF PARKING SPACES: 321 SPACES
 52 Surface
 269 Below Building



LIST OF DRAWINGS

T-1	TITLE SHEET	1 A 2-1	NORTH BUILDING ELEVATIONS/ PERSPECTIVES
C-0.0	EXISTING CONDITIONS PLAN		
C-1.0	OVERALL SITE LAYOUT/GRADING PLAN	1 A 3-1	NORTH BUILDING SECTIONS
C-2.1	NORTH BUILDING - UTILITY & DRAINAGE	1 A 3-2	NORTH BUILDING TYPICAL WALL SECTION
C-2.2	SOUTH BUILDING - UTILITY & DRAINAGE	2 A 0-1	ARCHITECTURAL SITE PLAN
1 A 0-1	ARCHITECTURAL SITE PLAN	2 A 1-1	PARKING LEVEL TWO PLAN
1 A 1-1	PARKING LEVEL TWO PLAN	2 A 1-2	PARKING LEVEL ONE PLAN
1 A 1-2	PARKING LEVEL ONE PLAN	2 A 1-3	FIRST FLOOR PLAN
1 A 1-3	FIRST FLOOR PLAN	2 A 1-4	UPPER FLOOR PLANS (2 - 4)
1 A 1-4	SECOND FLOOR PLAN	2 A 1-5	UNIT FLOOR PLANS @ 1/4"
1 A 1-5	THIRD FLOOR PLAN	2 A 2-1	SOUTH BUILDING ELEVATIONS/ PERSPECTIVES
1 A 1-6	FOURTH FLOOR PLAN		
1 A 1-7	FIFTH FLOOR PLAN	2 A 3-1	SOUTH BUILDING SECTIONS
1 A 1-8	UNIT FLOOR PLANS @ 1/4"	2 A 3-2	SOUTH BUILDING TYPICAL WALL SECTION

Date issued:
 08-12-16



89 MASSACHUSETTS AVE.
 ARLINGTON, MA 02474
 P: 781.648.6600
 F: 781.648.6601
 www.winslowarchitects.com

Owner/Developer:
 MEDFIELD MEADOWS LLC

12 Haven Street
 Dover, MA 02030

Project:
 MEDFIELD
 MEADOWS

Meadow Road / Dale Street
 Medfield, MA 02052

Drawing:
 TITLE
 SHEET

Revisions:

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 T - 1



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EXISTING CONDITIONS PLAN

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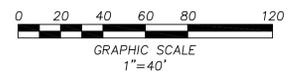
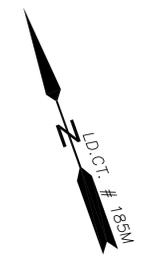
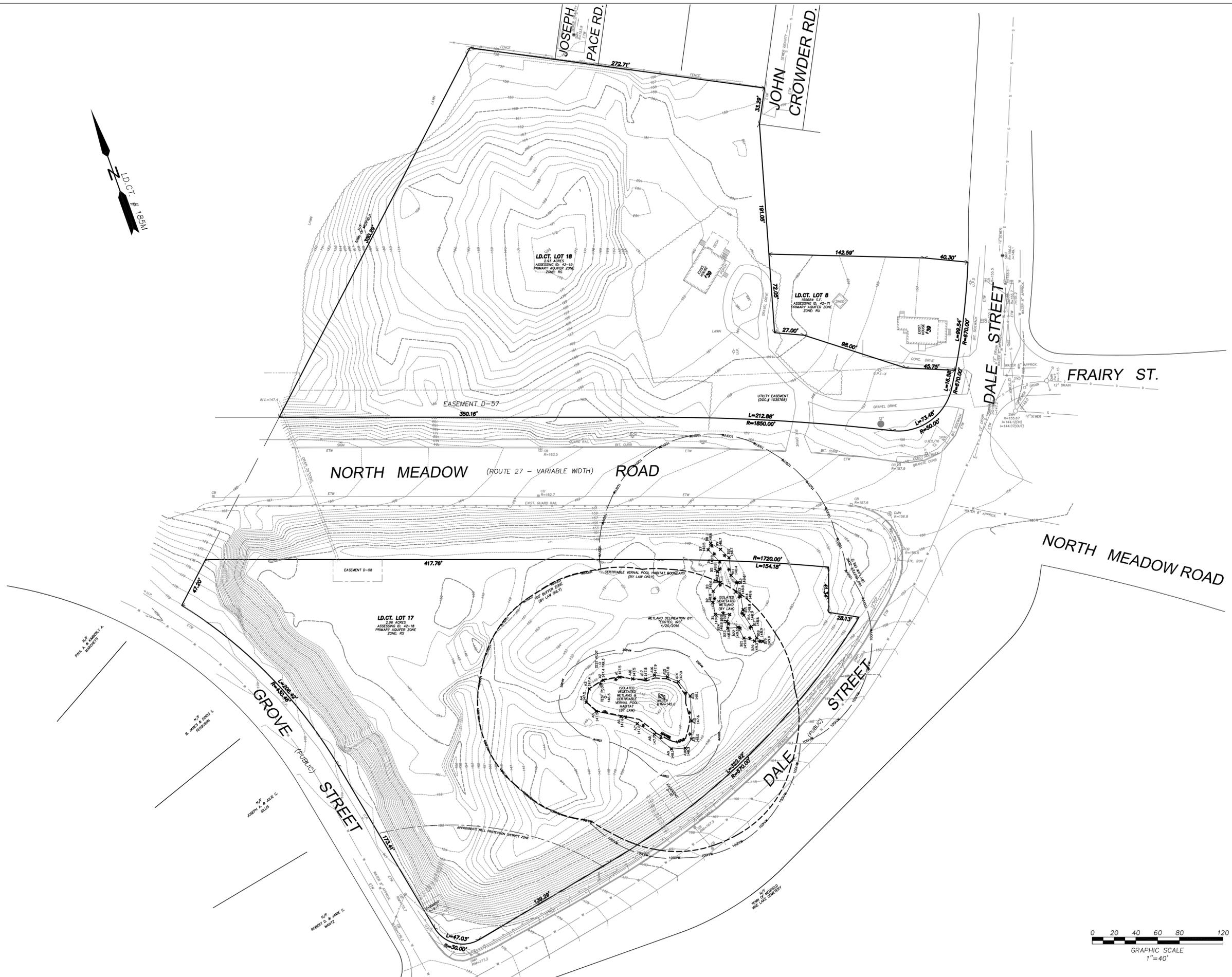
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Drawing:

OVERALL SITE LAYOUT/ GRADING PLAN

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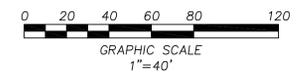
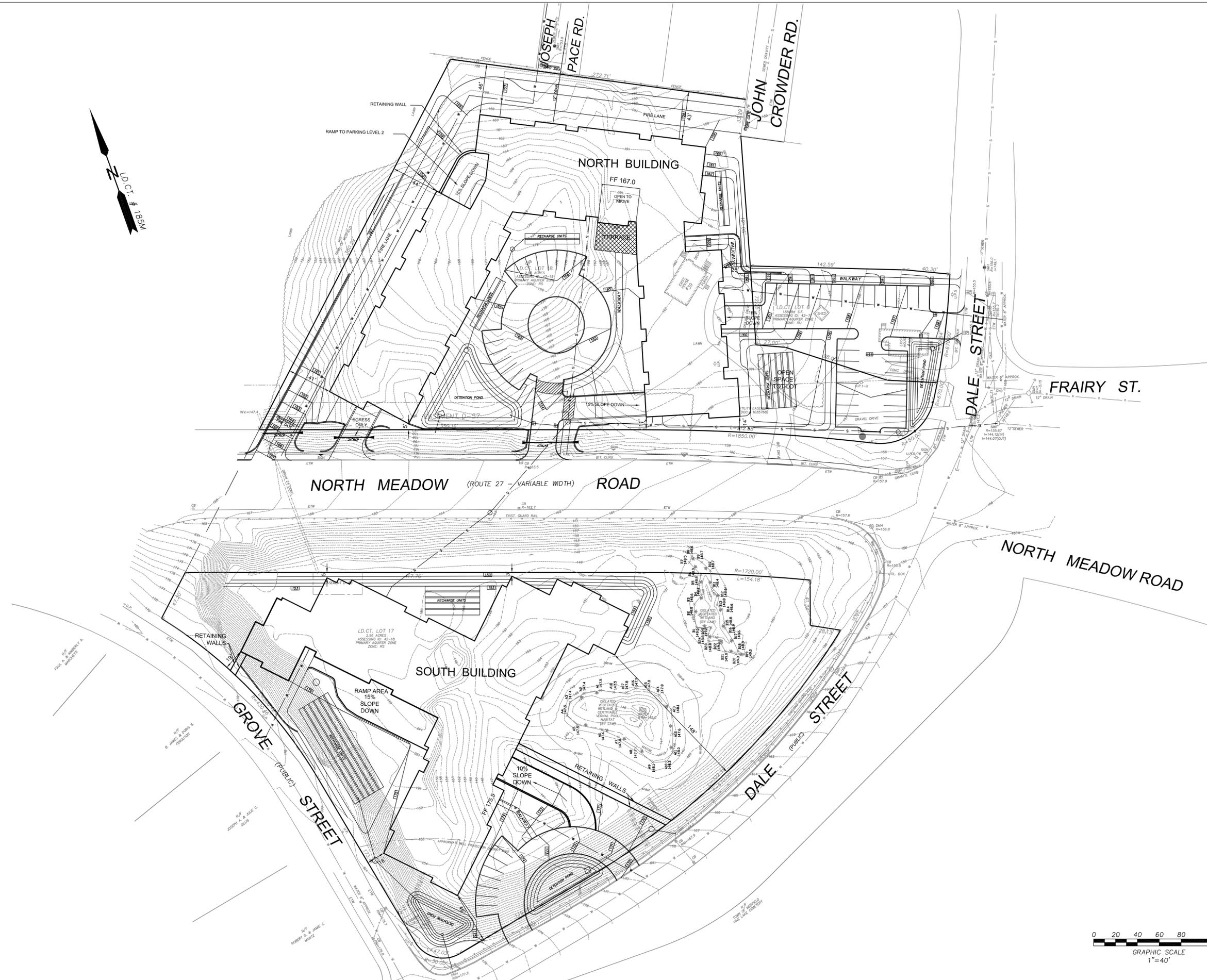
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Drawing:
**NORTH BUILDING
UTILITY &
DRAINAGE PLAN**

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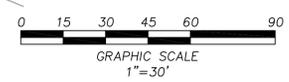
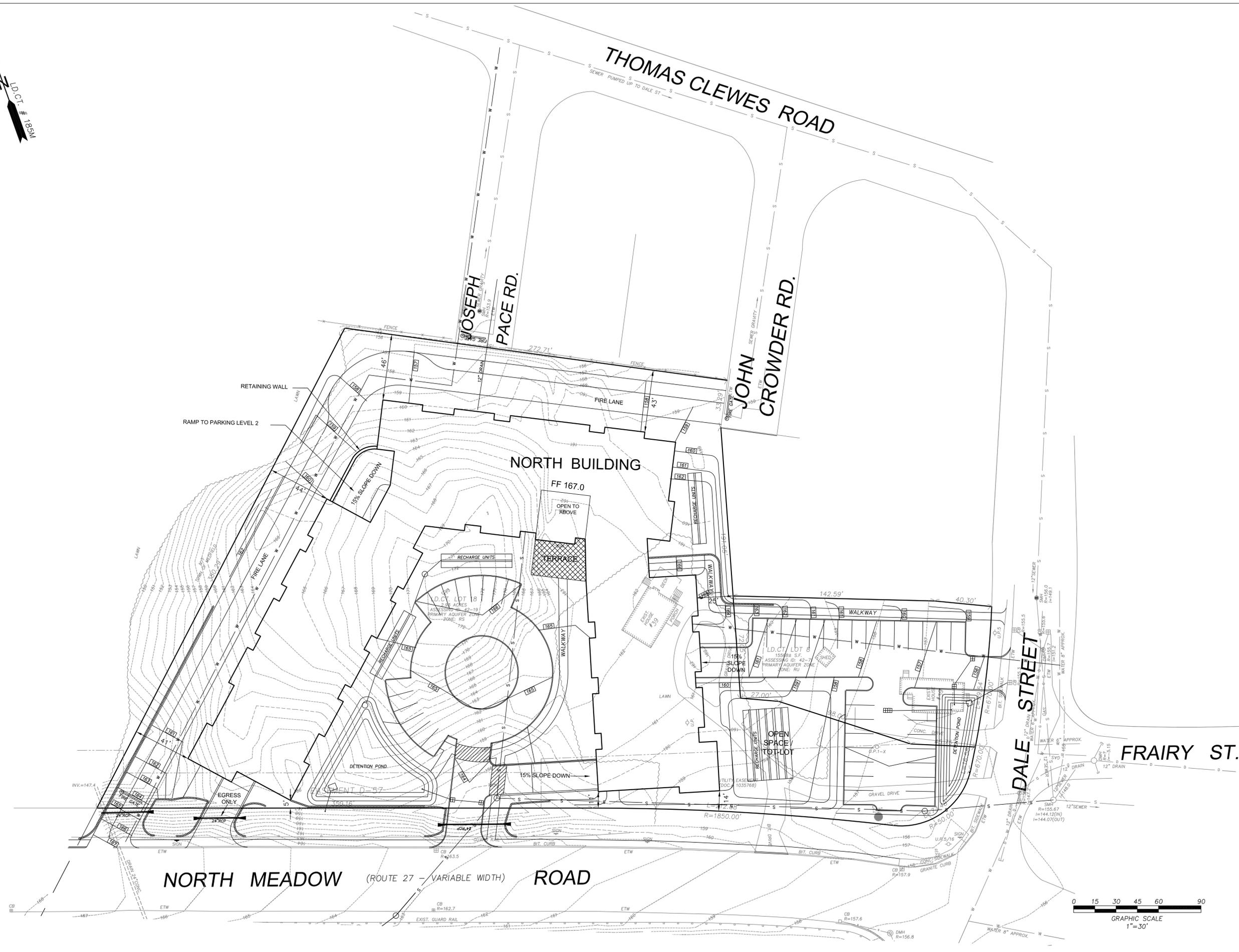
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Project:

MEDFIELD MEADOWS

North Meadow Road / Dale Street
Medfield, MA 02052

Drawing:

SOUTH BUILDING UTILITY & DRAINAGE PLAN

Revisions:

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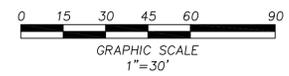
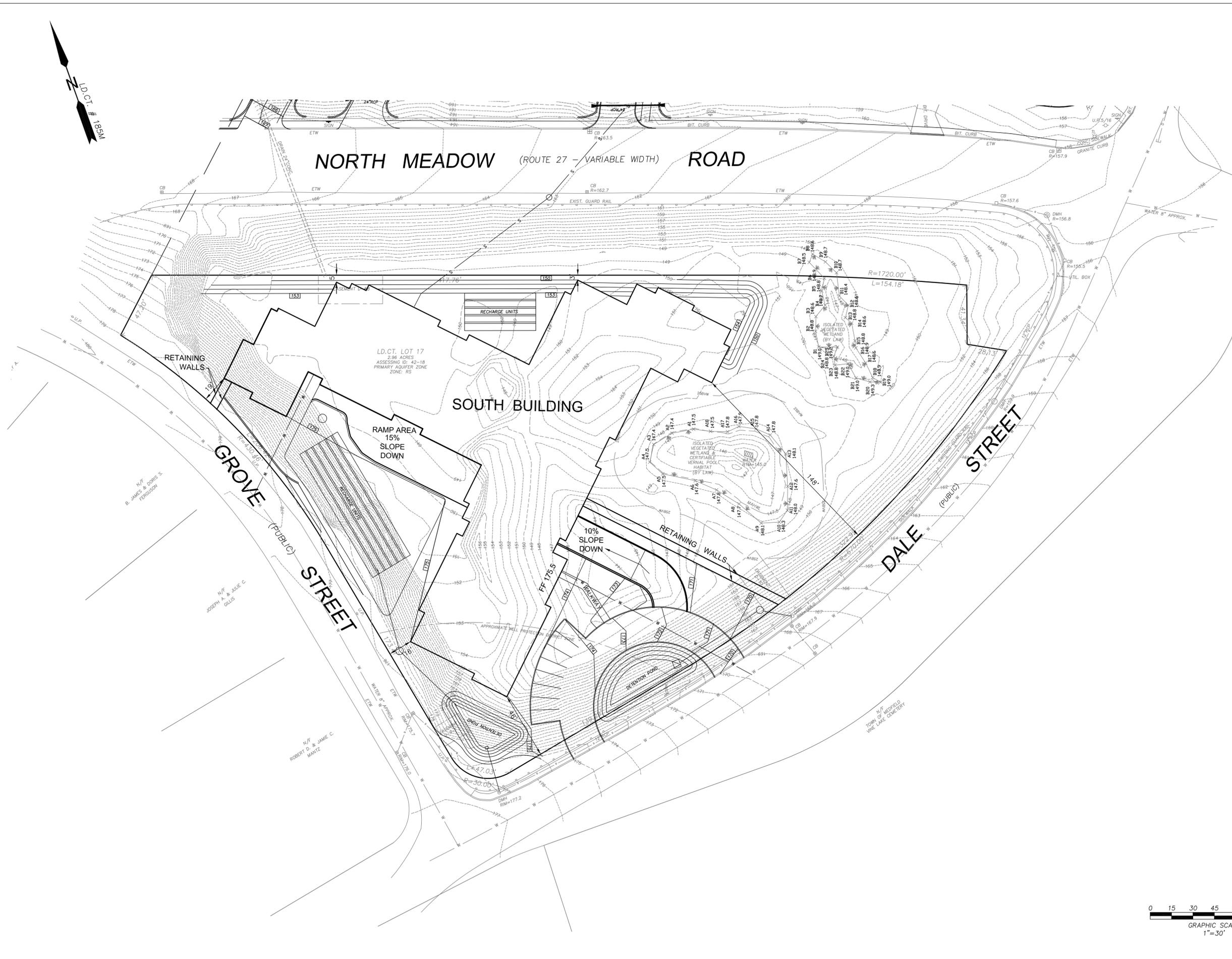
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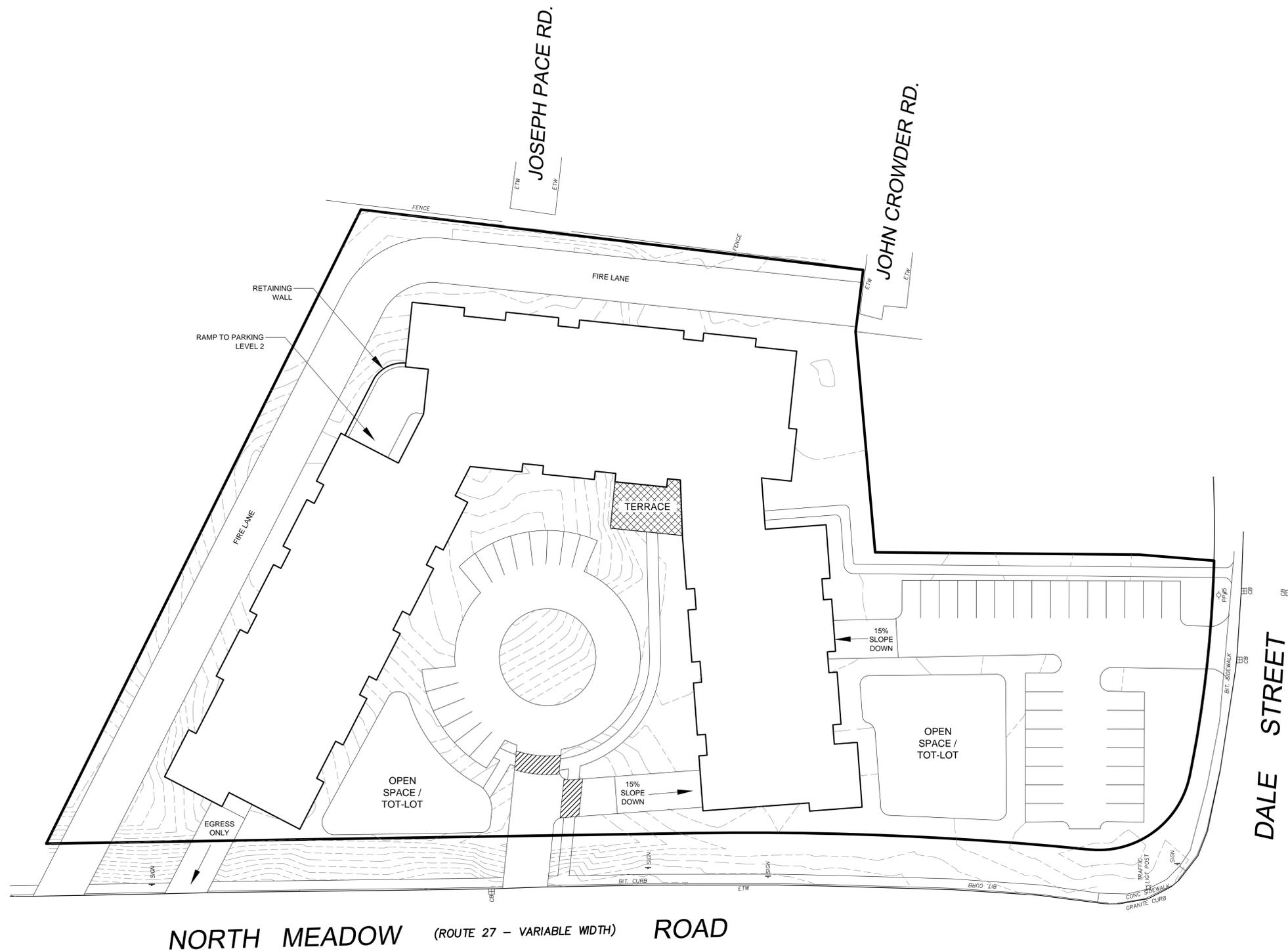
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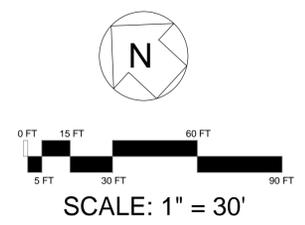
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NORTH MEADOW (ROUTE 27 - VARIABLE WIDTH) ROAD

1 NORTH BUILDING SITE PLAN



Date issued:
08-12-16



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Owner/Developer:
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12 Haven Street
Dover, MA 02030

Project:
MEDFIELD MEADOWS

Meadow Road / Dale Street
Medfield, MA 02052

Drawing:
NORTH BUILDING ARCHITECTURAL SITE PLAN

Revisions:

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1 NORTH BUILDING PARKING LEVEL TWO PLAN
SCALE: 1/16" = 1'-0"

Date issued:
08-12-16



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Dover, MA 02030

Project:
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Meadow Road / Dale Street
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Drawing:
NORTH BUILDING PARKING LEVEL TWO PLAN

Revisions:

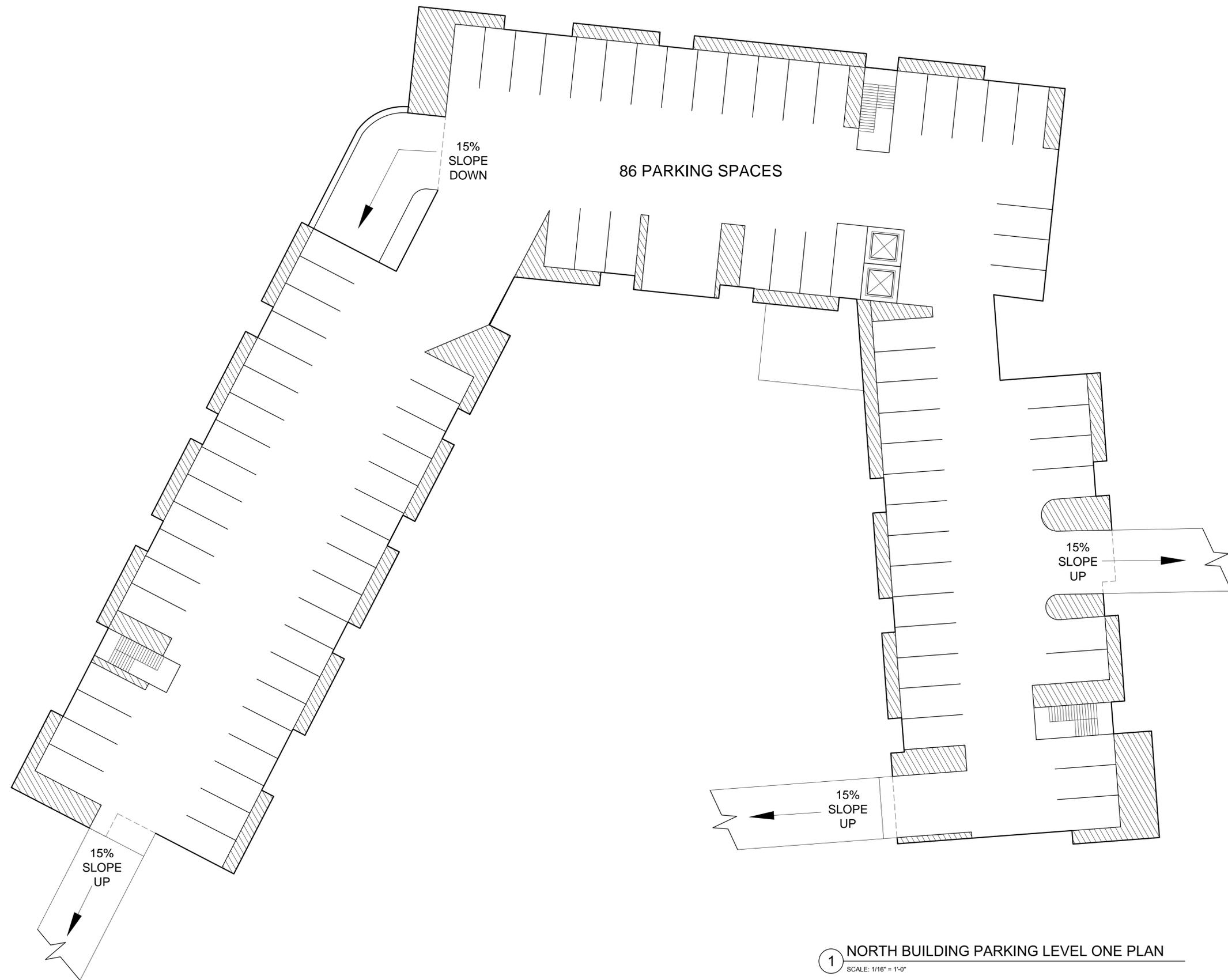
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16-515

Sheet:
1 | A1 - 1



86 PARKING SPACES

15%
SLOPE
DOWN

15%
SLOPE
UP

15%
SLOPE
UP

15%
SLOPE
UP

1 NORTH BUILDING PARKING LEVEL ONE PLAN
SCALE: 1/16" = 1'-0"

Date issued:
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Dover, MA 02030

Project:
MEDFIELD
MEADOWS

Meadow Road / Dale Street
Medfield, MA 02052

Drawing:
NORTH
BUILDING
PARKING
LEVEL ONE
PLAN

Revisions:

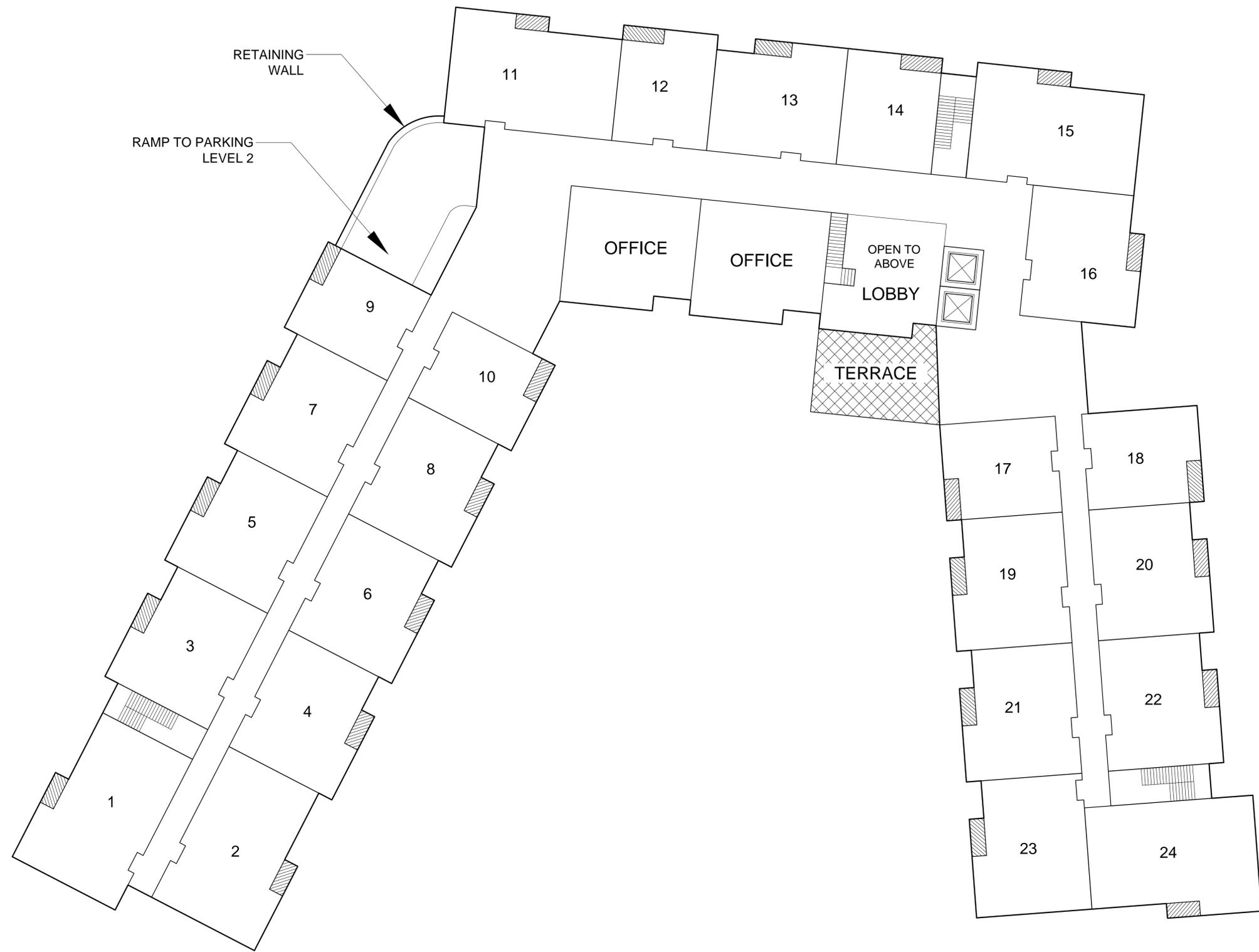
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1 NORTH BUILDING FIRST FLOOR PLAN
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Drawing:
NORTH BUILDING
FIRST FLOOR
PLAN

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1 NORTH BUILDING SECOND FLOOR PLAN
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NORTH BUILDING SECOND FLOOR PLAN

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1 NORTH BUILDING THIRD FLOOR PLAN
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Drawing:
NORTH BUILDING
THIRD FLOOR
PLAN

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1 | A1 - 5



1 NORTH BUILDING FOURTH FLOOR PLAN
SCALE: 1/16" = 1'-0"

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Drawing:
**NORTH BUILDING
FOURTH FLOOR
PLAN**

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1 NORTH BUILDING FIFTH FLOOR PLAN
SCALE: 1/16" = 1'-0"

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Drawing:
NORTH BUILDING FIFTH FLOOR PLAN

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Drawing:
**NORTH BUILDING
UNIT FLOOR
PLANS**

Revisions:

No.	Description	Date

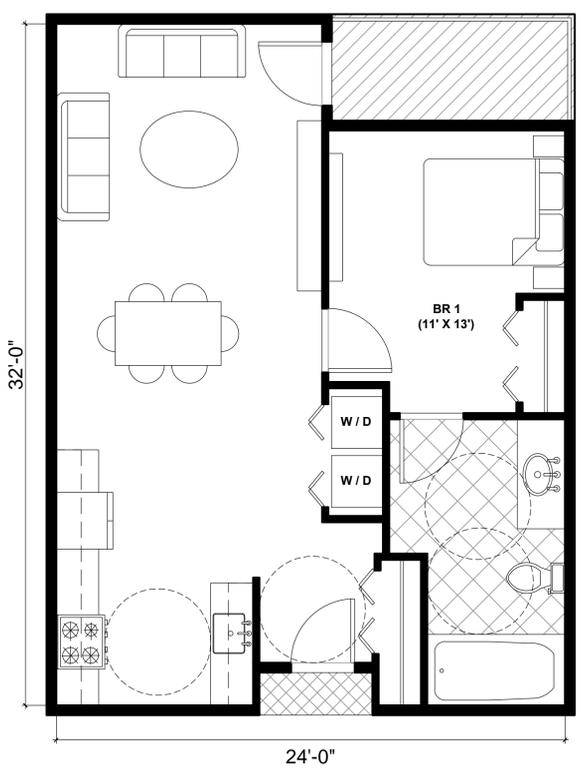
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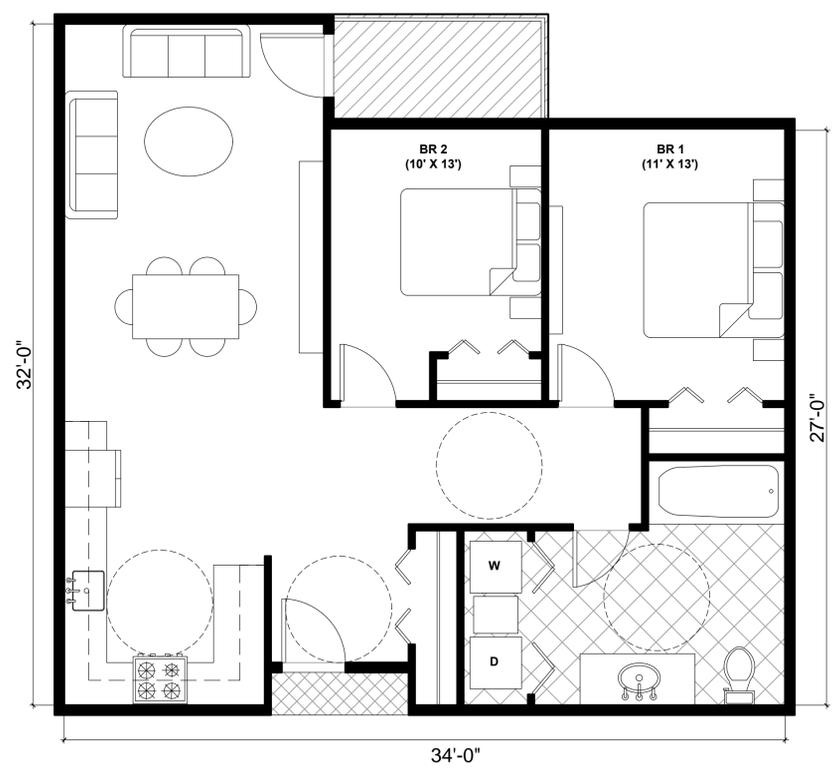
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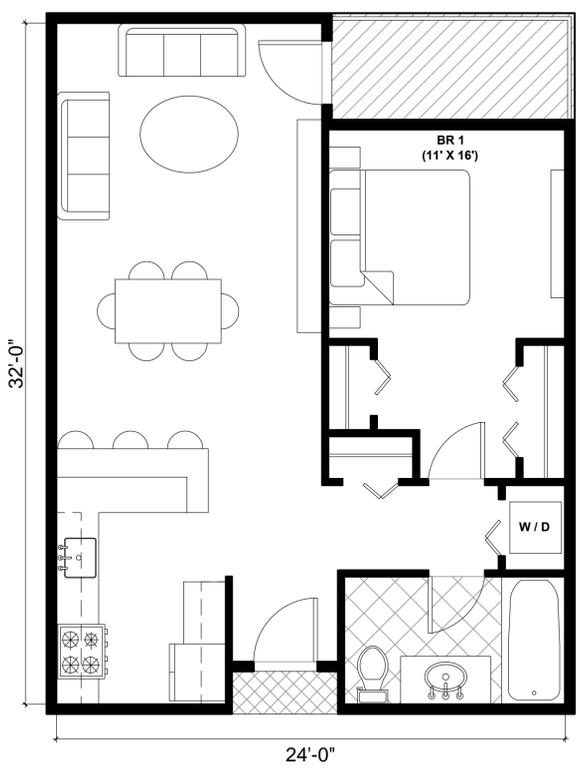
GENERAL NOTES



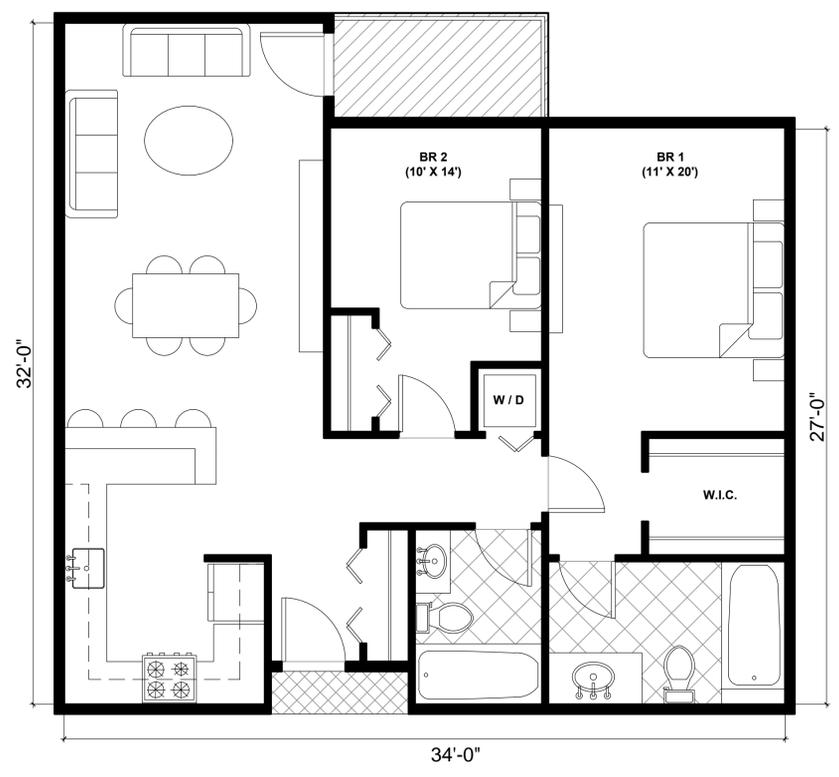
4 1 BR HANDICAP ACCESSIBLE UNIT (730 SQ. FT.)
UNIT TYPE 'D' SCALE: 1/4" = 1'-0"



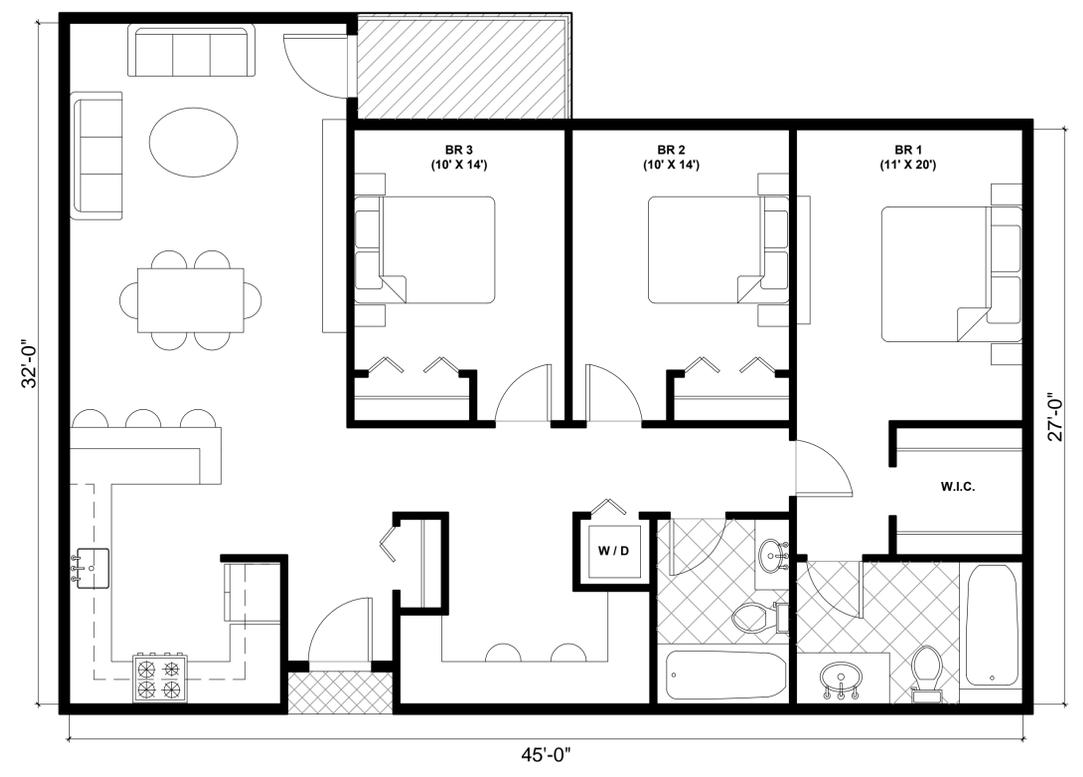
5 2 BR HANDICAP ACCESSIBLE UNIT (1010 SQ. FT.)
UNIT TYPE 'E' SCALE: 1/4" = 1'-0"



1 1 BR UNIT (730 SQ. FT.)
UNIT TYPE 'A' SCALE: 1/4" = 1'-0"



2 2 BR UNIT (1010 SQ. FT.)
UNIT TYPE 'B' SCALE: 1/4" = 1'-0"



3 3 BR UNIT (1320 SQ. FT.)
UNIT TYPE 'C' SCALE: 1/4" = 1'-0"



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Drawing:
**NORTH BUILDING
ELEVATIONS/
PERSPECTIVES**

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1 | A2 - 1



2 MEDFIELD MEADOWS - NORTH & SOUTH BUILDINGS



1 MEDFIELD MEADOWS - NORTH BUILDING



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Drawing:
**NORTH BUILDING
TYPICAL WALL
SECTION**

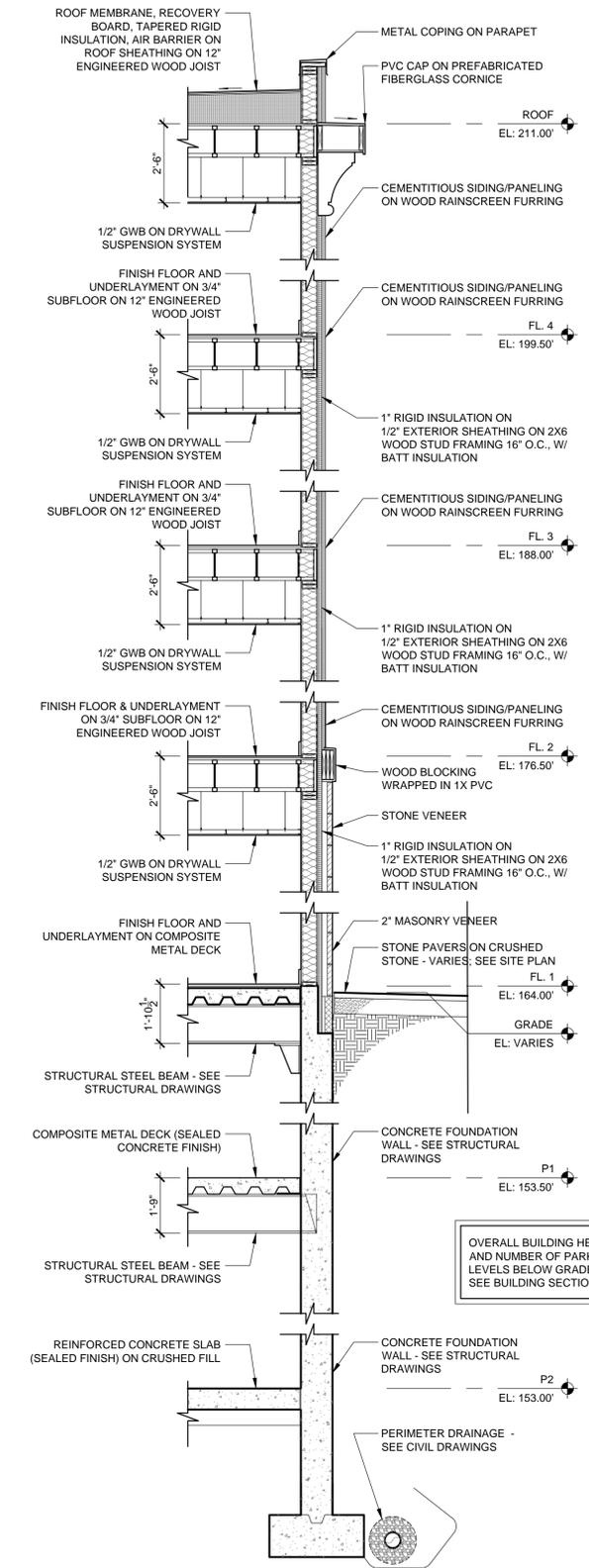
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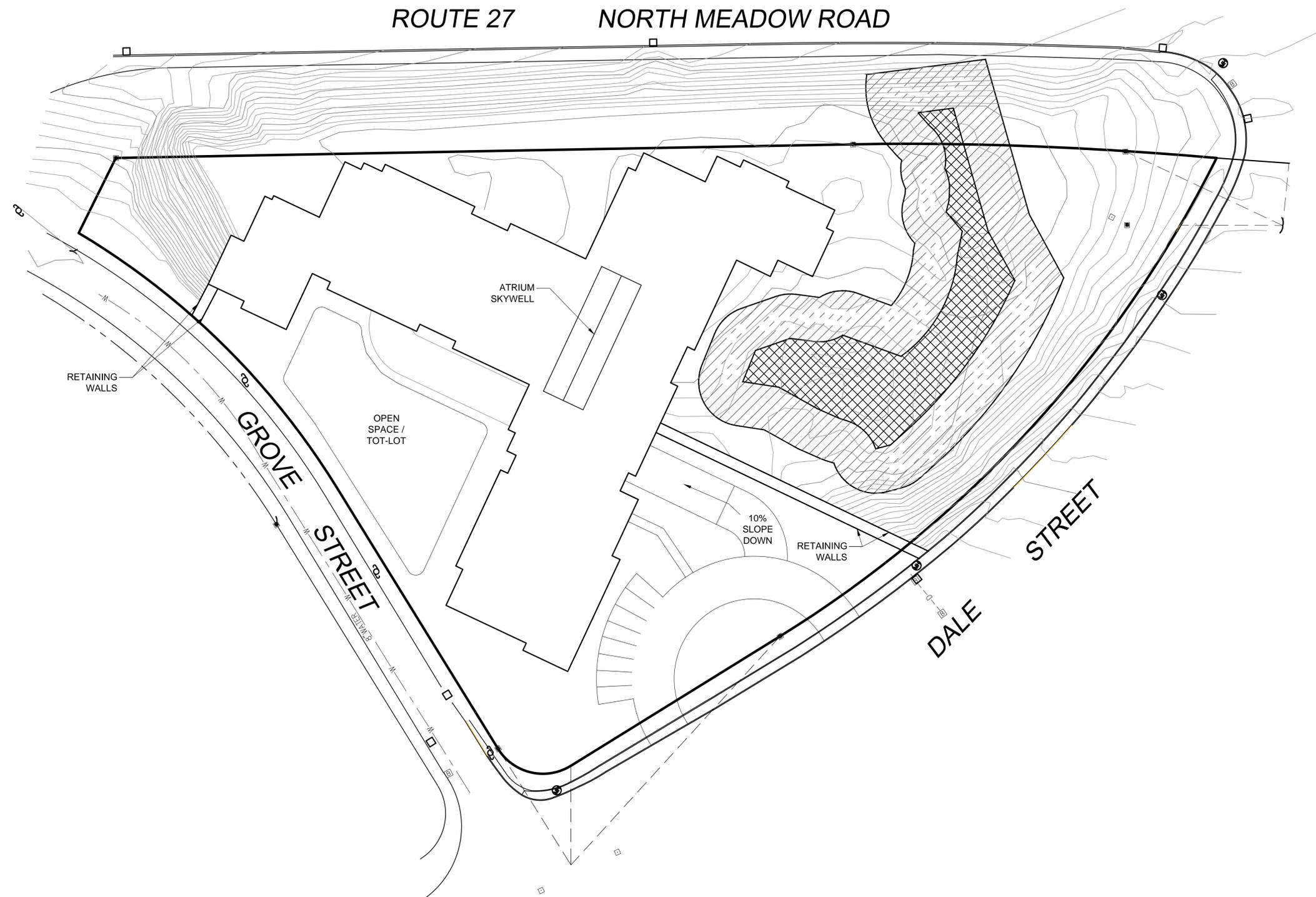
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1 | A3 - 2

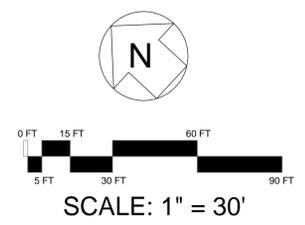


OVERALL BUILDING HEIGHT AND NUMBER OF PARKING LEVELS BELOW GRADE VARY - SEE BUILDING SECTIONS

1 TYPICAL WALL SECTION
SCALE: 3/8" = 1'-0"



1 SOUTH BUILDING SITE PLAN



Date issued:
08-12-16



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Drawing:
SOUTH BUILDING ARCHITECTURAL SITE PLAN

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Drawing:
SOUTH BUILDING
PARKING
LEVEL
TWO PLAN

Revisions:

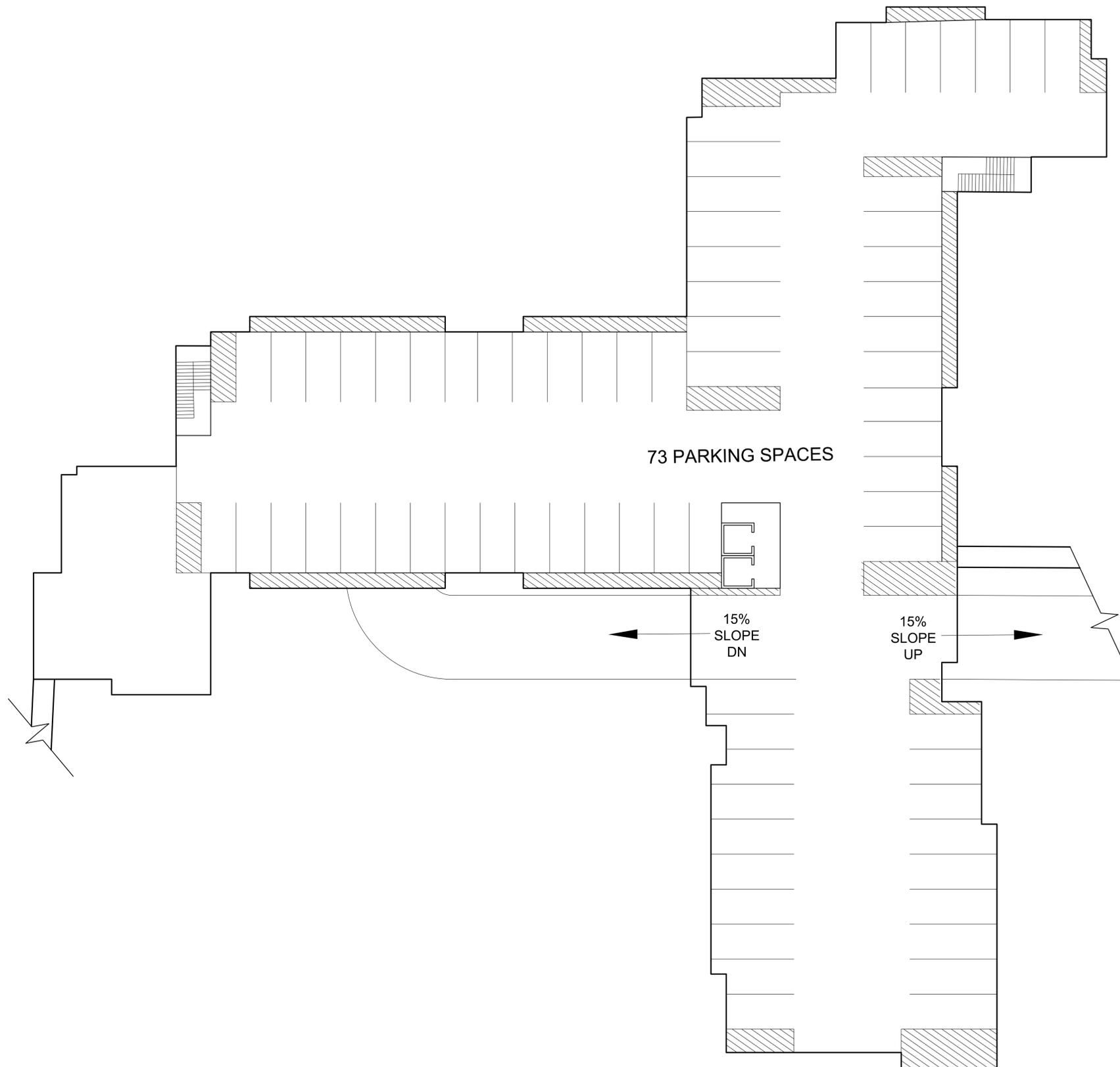
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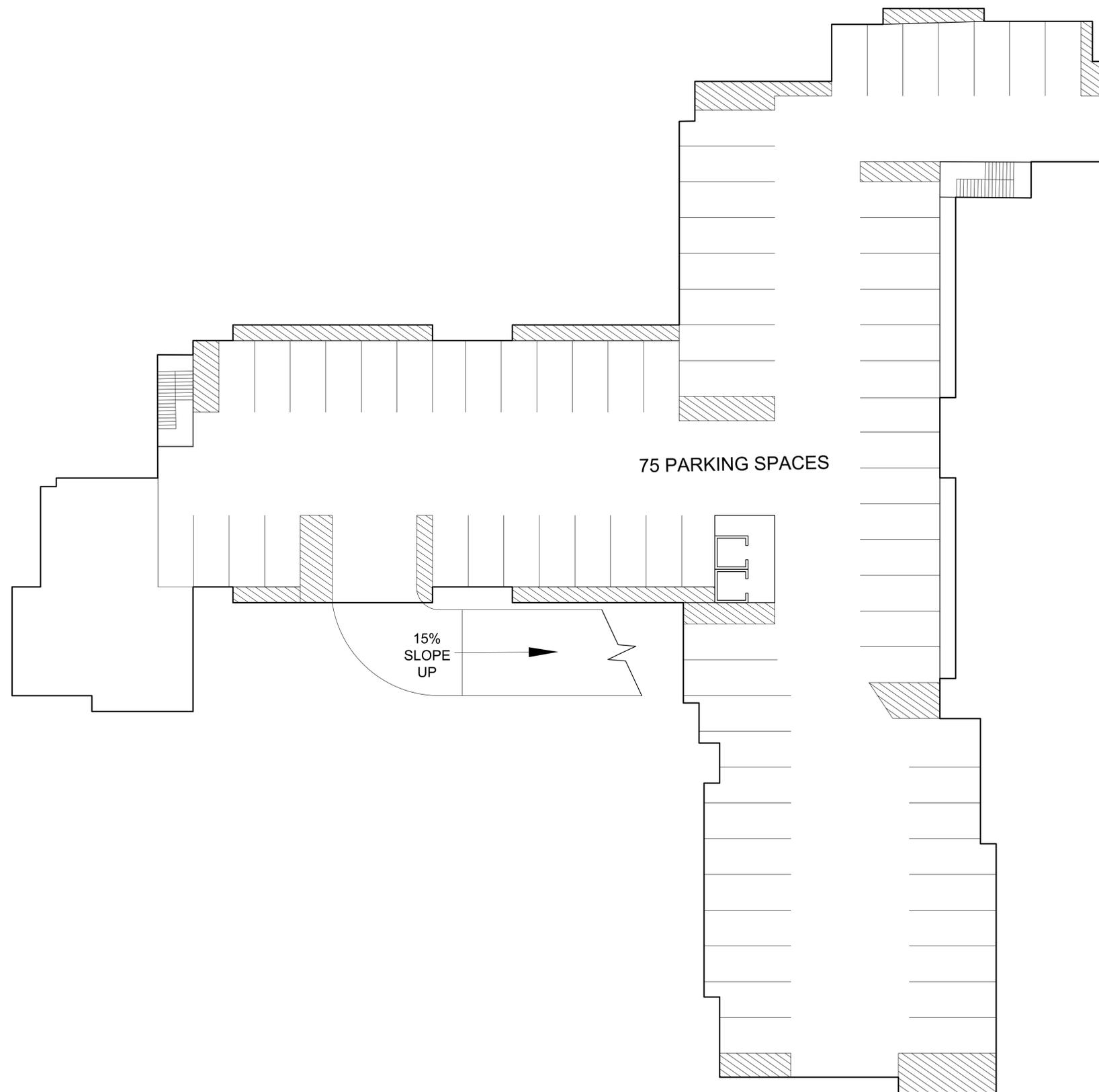
Stamp:

Project number:
16-515

Sheet:
2 | A1 - 1



1 SOUTH BUILDING PARKING LEVEL TWO PLAN
SCALE: 1/16" = 1'-0"



75 PARKING SPACES

15%
SLOPE
UP

1 SOUTH BUILDING PARKING LEVEL ONE PLAN
SCALE: 1/16" = 1'-0"

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SOUTH BUILDING PARKING LEVEL ONE PLAN

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Drawing:
SOUTH BUILDING
FIRST FLOOR
PLAN

Revisions:

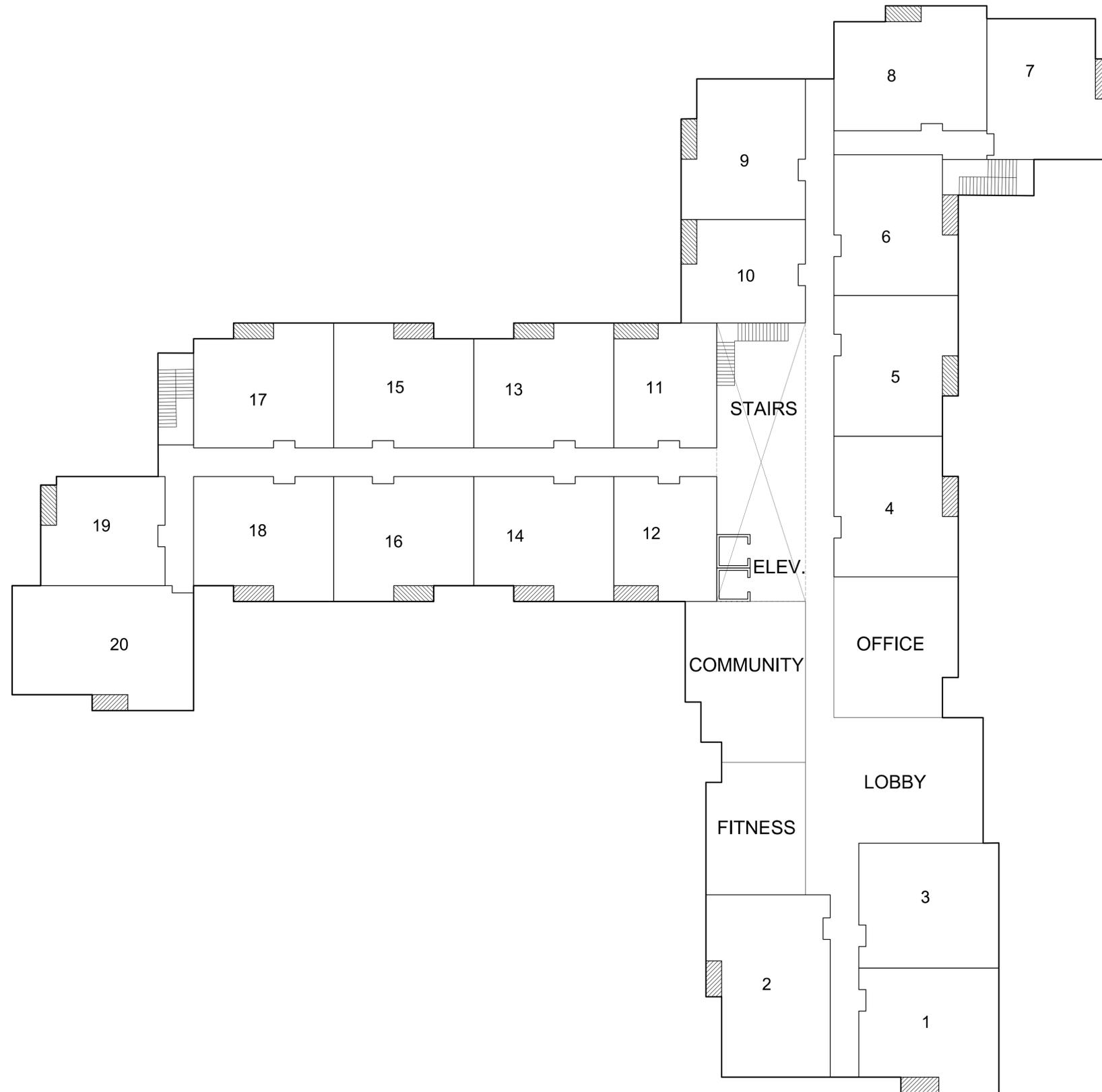
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1 SOUTH BUILDING FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"



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Drawing:
**SOUTH BUILDING
SECOND FLOOR
PLAN**

Revisions:

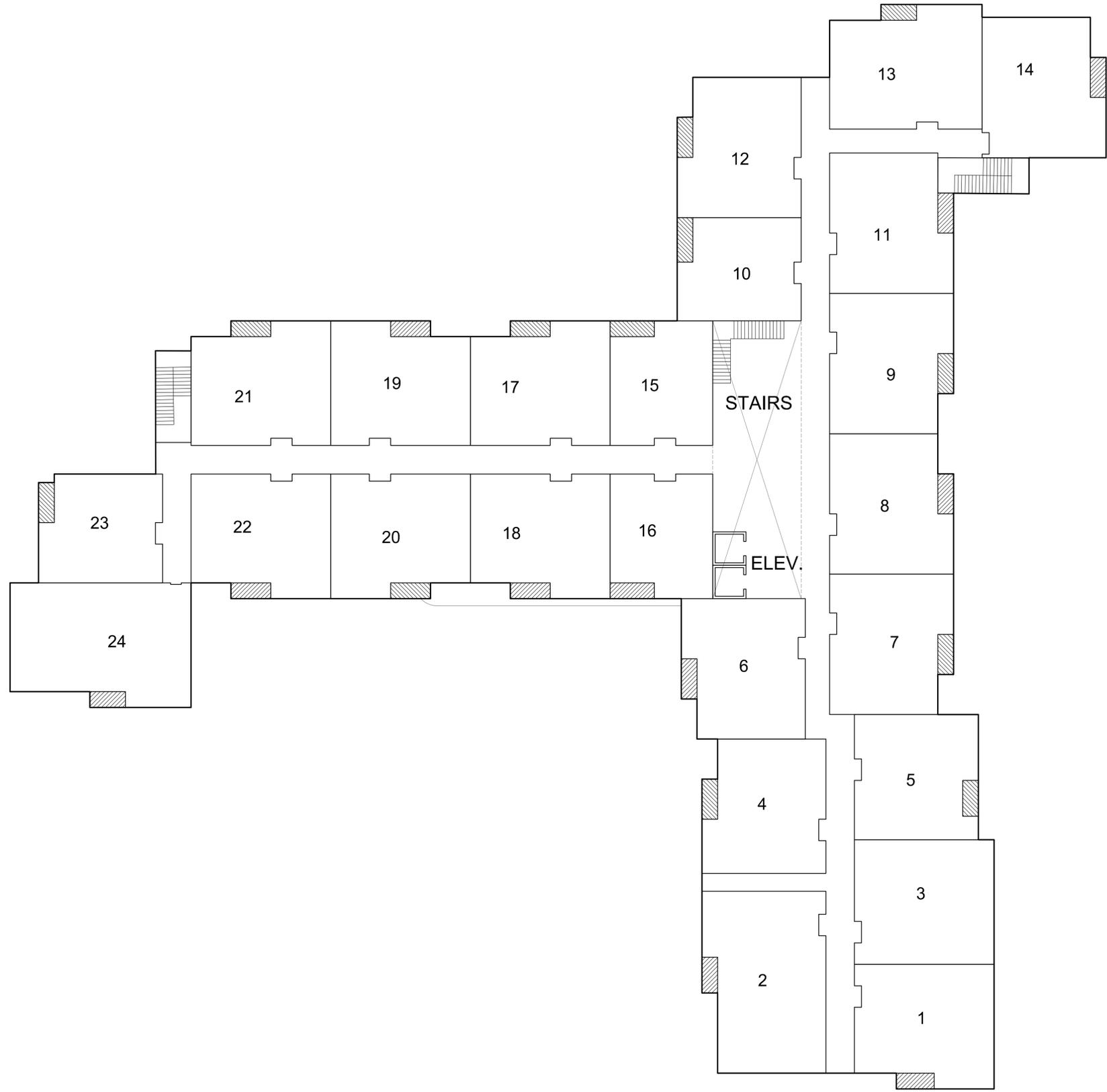
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1 SOUTH BUILDING UPPER FLOOR PLANS (2 - 4)
SCALE: 1/16" = 1'-0"



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Drawing:
**SOUTH BUILDING
UNIT FLOOR
PLANS**

Revisions:

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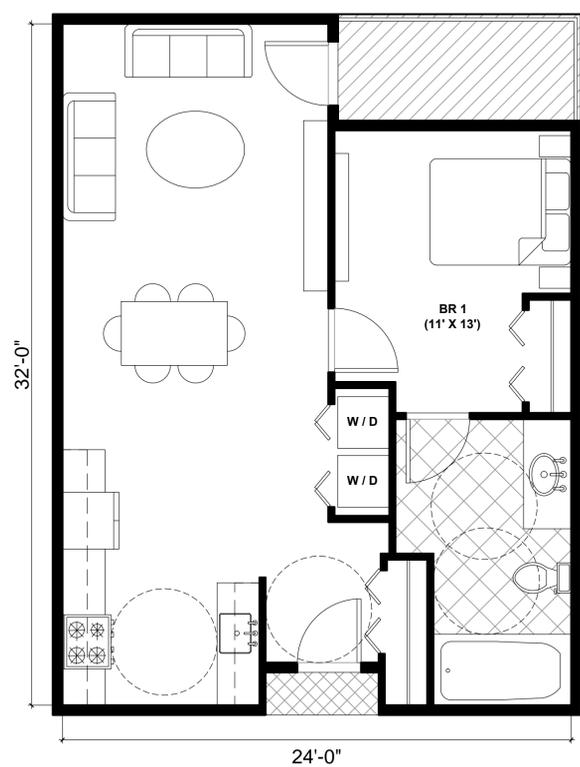
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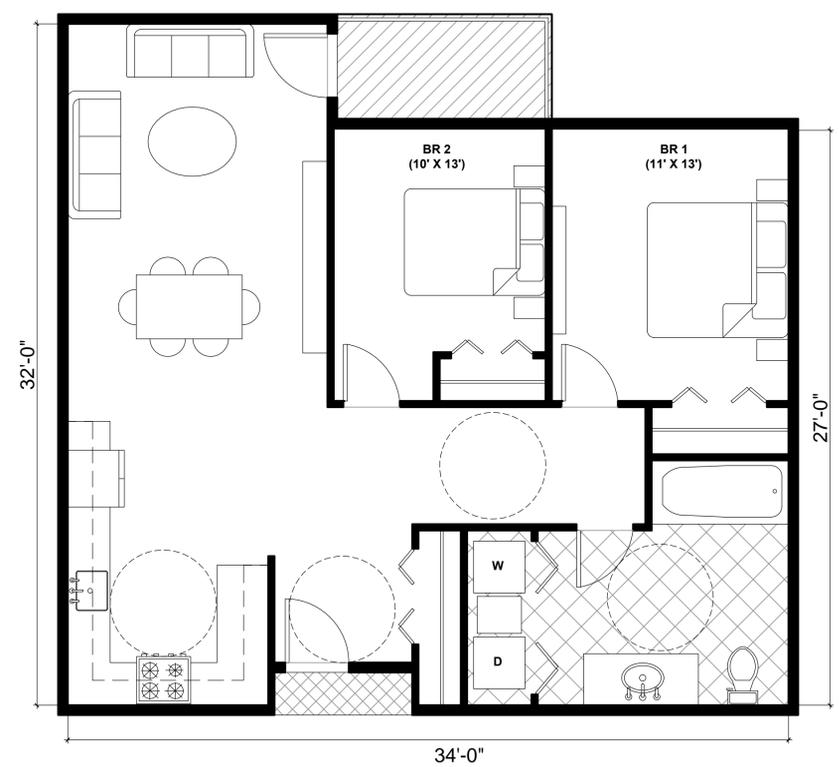
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2 | A1 - 5

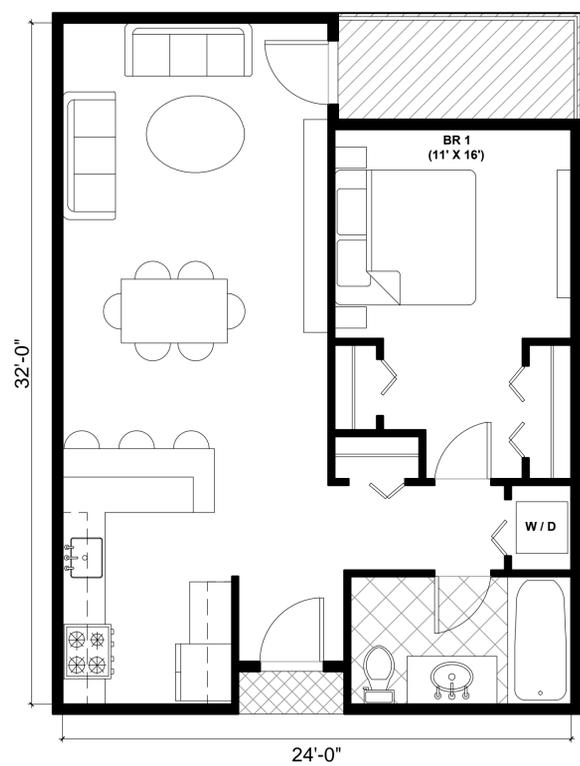
GENERAL NOTES



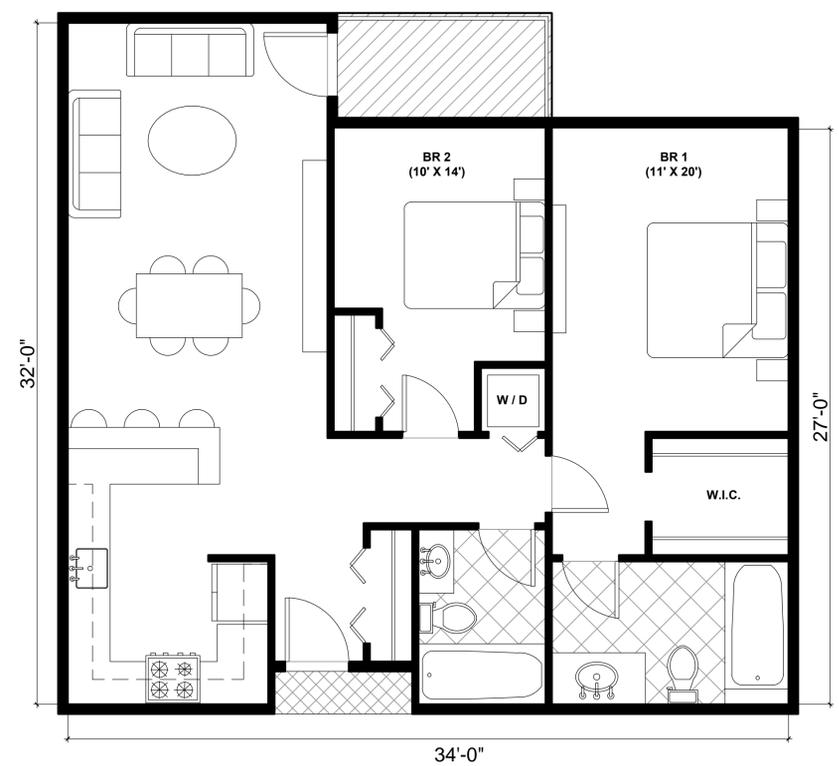
4 1 BR HANDICAP ACCESSIBLE UNIT (730 SQ. FT.)
UNIT TYPE 'D' SCALE: 1/4" = 1'-0"



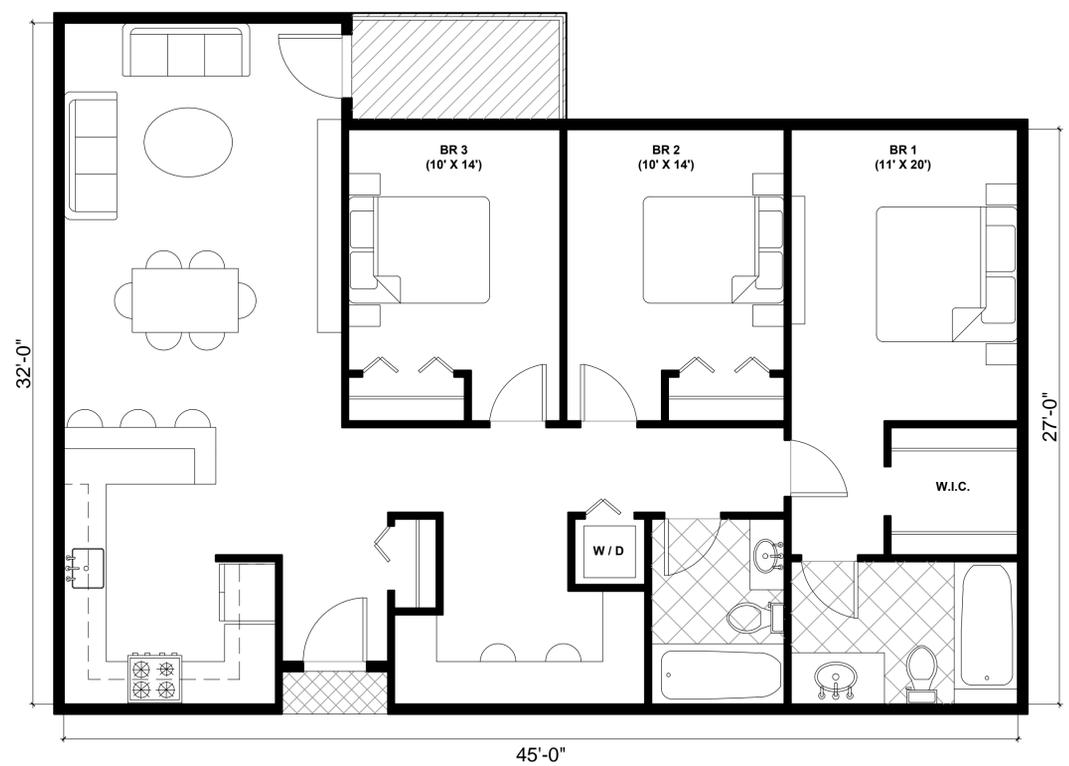
5 2 BR HANDICAP ACCESSIBLE UNIT (1010 SQ. FT.)
UNIT TYPE 'E' SCALE: 1/4" = 1'-0"



1 1 BR UNIT (730 SQ. FT.)
UNIT TYPE 'A' SCALE: 1/4" = 1'-0"



2 2 BR UNIT (1010 SQ. FT.)
UNIT TYPE 'B' SCALE: 1/4" = 1'-0"



3 3 BR UNIT (1320 SQ. FT.)
UNIT TYPE 'C' SCALE: 1/4" = 1'-0"



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Drawing:
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② MEDFIELD MEADOWS - NORTH & SOUTH BUILDINGS



① MEDFIELD MEADOWS - SOUTH BUILDING



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Drawing:
SOUTH BUILDING SECTIONS

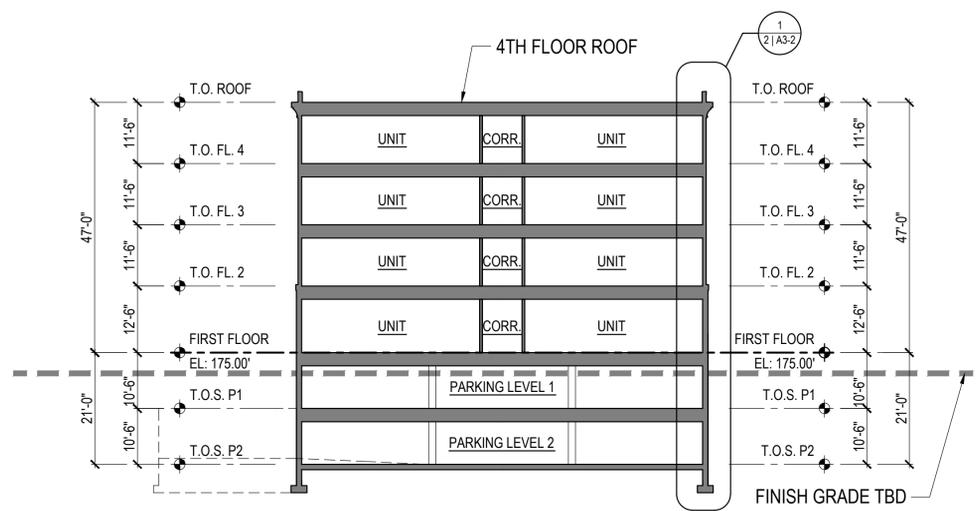
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No.	Description	Date

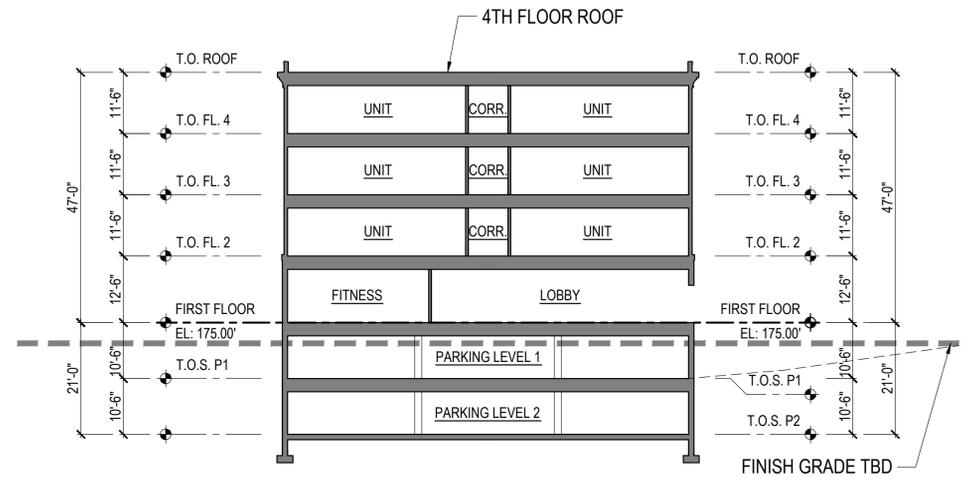
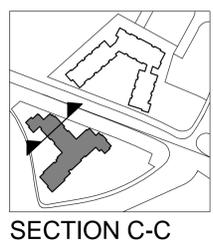
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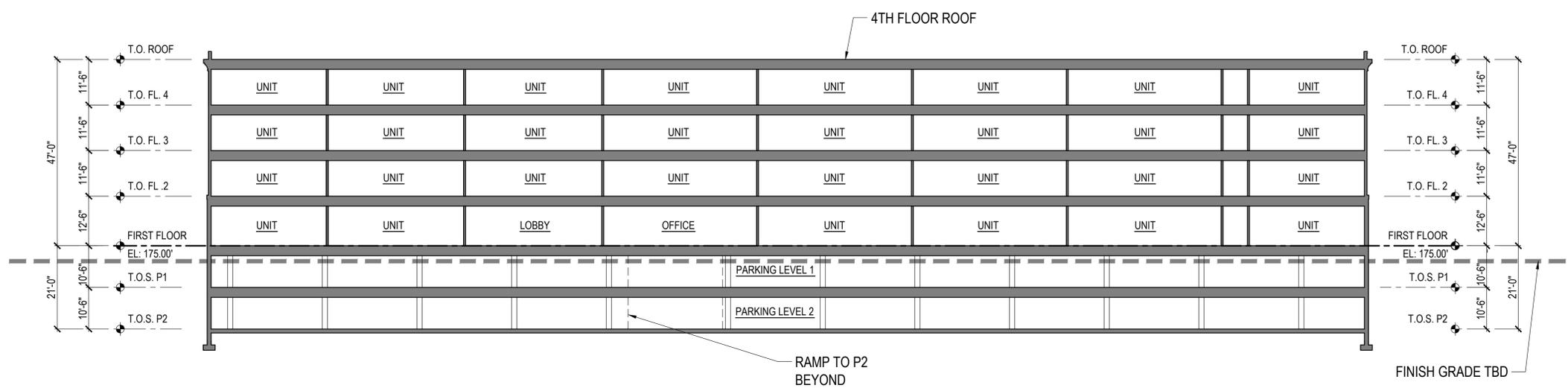
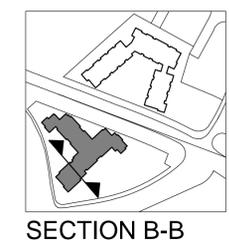
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Sheet:
2 | A3 - 1



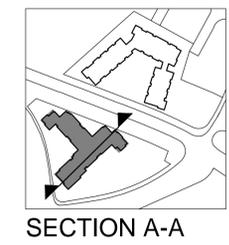
3 SOUTH BUILDING - SECTION C
SCALE: 1/16" = 1'-0"



2 SOUTH BUILDING - SECTION B
SCALE: 1/16" = 1'-0"



1 SOUTH BUILDING - SECTION A
SCALE: 1/16" = 1'-0"





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Drawing:
**SOUTH BUILDING
TYPICAL WALL
SECTION**

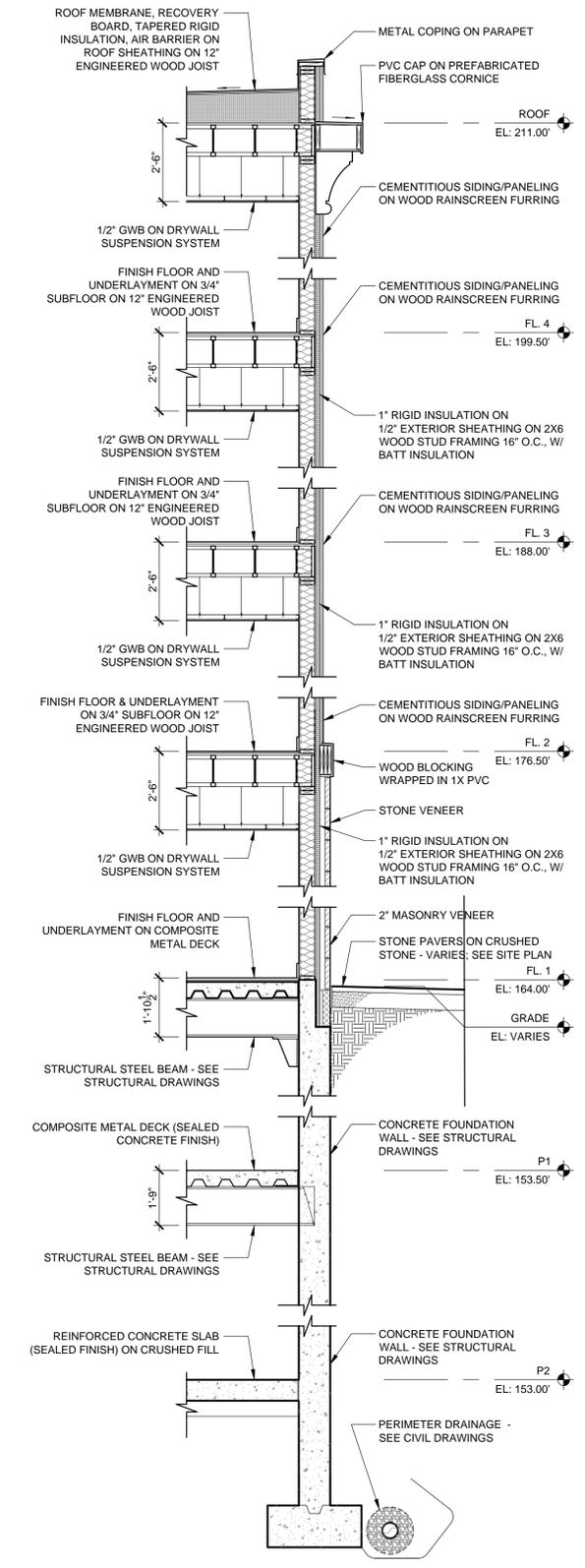
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1 TYPICAL WALL SECTION
SCALE: 3/8" = 1'-0"



MEMORANDUM

Date: 8-9-16

To: Geoff Engler

From: John Winslow

Subject: Medfield Meadows – Mass Housing Application – 3.3 Design Narrative

Reference: _____

Mass Housing Site Approval Application – Exhibit 3.3 DESIGN NARRATIVE

Medfield Meadows consists of two distinct buildings separated by Route 27. The proposed design features a residential style that will be unique to Medfield and which will benefit from being located on Route 27. We believe the characteristics of the location provide a great opportunity for taller (three to five stories) residential structures and a greater density than what can be found in the surrounding community.

The buildings have been designed to have varying heights along with facades that step in and out to break up the overall massing. Parking has been strategically located below the buildings to achieve adequate parking and still maintain usable open space.

We have introduced a more contemporary architectural style recognizing that this development will be unique for Medfield, and as such, we felt like we had a fully array of architectural styles from which to choose on how to design this new building type. The buildings will be predominantly four story buildings over two levels of below grade parking decks. The building envelopes will consist of materials that are consistent with New England style architecture - including cementitious clapboard, shingle and paneling – along with masonry material at the first floor level. The buildings will have a dominant eave/cornice line to provide a distinctive contemporary appearance.

Both building locations have a unique topography that has informed the building layout and site design. “North” (north of Meadow Road) is on a level lot with artificial mounding in the center. This mounding will be reduced so that the building will sit on a level site with parking almost entirely below grade. Site



access is directly from Rte. 27 and features a “round-about” entry courtyard which will be finished with distinctive paving stones.

“South” is located in a former gravel pit that is approx. 20’ deep. The design and siting of “South” was determined by this deep hole – allowing for placement of 2 levels of parking below site entry grade without any excavation. In order to maintain distance from the resource area, the site will remain as a pit with retaining walls at the building entry area to bring grade up to the street level. This site requires filling rather than excavation, with fill provided by the excavation for Building 1 – providing for a perfect balance between the needs for fill and soil removal.

Parking is located under both buildings in order to preserve open space for the residents. Open space is maximized with this approach and both sites will have at least one tot lot and passive recreation space. Consideration is being given to creation of deck terraces on the roof of the buildings – particularly for Building 1 where the building height is staggered allowing for direct access to the roof decks.

Medfield Meadows is located in an attractive location on a main thoroughfare and is an excellent location for higher density housing. The buildings have been designed to reflect New England architecture and the buildings have been sited to maximize open space while providing much needed mixed-income rental housing.

WAIVER REVIEW

Below is a summary of the requested waivers.

GENERAL BY-LAWS

Chapter 300 ZONING BY-LAW

- *Section 300-5.3 Use Table Item 1.4 Multi-family Use Prohibited in RS and RU Zones*
- *Section 300-5.3 Use Table Item 1.3 & 1.4 -Special Permit and Site plan review (not required for a comprehensive permit)*
- *Section 300 Attachment 2 & 3- Table of Conventional Dimensional Requirements, as shown below:*

Zoning District: **Residential**

	Required RS	Required RU	Proposed (total)	Waiver
Minimum Lot Size	20,000 sf	24000sf (+6000Sf each Unit over 3)	127,998 sf	Required
Minimum Frontage	96'	200	>200'	None required
Front Setback	30'	30'	45' to center line'	Required
Side Setback	12'	20'	12' to closest building	Required
Rear Setback	40'	50'	43'	Required
Building Height Article 6	35' or 2.5 stories whichever is less	35' or 2.5 stories whichever is less	69'	Required
Perfect Square	96x96	200x200	200x200	None Req'd
Floor Area Ratio	0.35 of lot area	0.35	>.35	Required
Lot Coverage	20%	35%	30.3%	Required
Parking	2 spaces/unit		1.6 spaces/unit	Required
Parking within Setbacks				Required

- *Section 300-6.2 F.*

Building within the following districts will be subject to the respective Zoning Bylaw Section as a special permit: Open Space Residential, Article 7; Floodplain District, Article 10; Watershed Protection District, Article 11; and Aquifer Protection District, Article 16.

Section 300-12.1 Earth Removal Permit required.

The removal of earth from all zoning districts of the Town of Medfield shall be permitted only after special permission of the Board of Selectmen and under these rules and regulations. The Board of Selectmen shall grant no such permit except in conjunction with the construction of subdivision streets approved by the Planning Board; public works or other municipal projects approved by a public authority; or private land development where the Selectmen find that no reasonable alternative contour plan is practicable, and, in that event, that minimal disruption of the natural contours of the site may be permitted. Furthermore, the Board of Selectmen shall grant no such permit as would, in their opinion, adversely affect the scheme of growth laid down in the Zoning Bylaw or elsewhere, or the economic status of the Town, or tend to impair the beauty of the Town, or of the district most immediately affected, or result in health or other hazards.

Section 300-13 district signs

- *Section 110-12 Sewer Extension*

Town Meeting approval required.

There shall be no extensions of the public sewer system for new residential construction in excess of 500 feet in any fiscal year unless approved by a majority of voters present at an Annual Town Meeting or a Special Town Meeting called for that purpose.

Chapter 290 WETLAND BY-LAW

- *Section 290 Restricted activities; application for permit; outside consultants.*

A. No person shall remove, fill, dredge, build upon or alter the following resource areas: any freshwater wetland, bordering vegetated wetland, certifiable vernal pools, marsh, wet meadow, bog or swamp; any bank, beach, lake, river, pond, stream or any land under said waters; any land subject to flooding or inundation by groundwater, surface water or storm flowage; or any riverfront area; or any 50-foot buffer zone without receiving a permit issued pursuant to this Bylaw. Any proposed work which falls within 100 feet of any freshwater wetland, bordering vegetated wetland, vernal pool, marsh, wet meadow, bog or swamp; any bank, beach, lake, river, pond, stream or any land under said waters, within 100 feet of any land subject to flooding or inundation, or within 100 feet of the 100-year storm line must be permitted by the Conservation Commission.

[ATM 4-26-1999]



SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name:	Medfield Meadows
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)

Method 1:

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Redevelop First

If Rehabilitation:

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

Check "X" below if applicable

<input type="checkbox"/>
<input type="checkbox"/>

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

<input type="checkbox"/>

<input type="checkbox"/>

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*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

Yes	No	NA
X	<input type="checkbox"/>	<input type="checkbox"/>

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.

- 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)

Check "X" below if applicable

X
X
X
X
<input type="checkbox"/>
X
<input type="checkbox"/>
<input type="checkbox"/>

Explanation (Required)

We believe this to be the first significantly sized rental development in the Town of Medfield. The proposed program features a unit style (rental units) that is targeted to a hugely underserved market. Moreover, Medfield's zoning is primarily constructed to only allow single family residential. The proposed site has all utilities at the street and the program has been designed to maximize internal open space.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(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)

Medfield is an upper middle class municipality and currently has 4.5% of its housing stock as affordable according to the most recently available information.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(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)

The proposal features preservation of the existing wetlands resources, which exist on one portion of the property. The program also will feature usable open space and other passive recreational facilities.

(4) Use Natural Resources Wisely

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

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

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Explanation (Required)

The project design will use energy efficient technologies, recycled and/or non/low toxic materials, and will meet or exceed applicable energy codes. Units will be supplied with Energy Star rated appliances and low flow fixtures, reducing water consumption and conserving resources.

(5) Expand Housing Opportunities

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

- 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)

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Explanation (Required)

Medfield does not have an rental housing of this size, scale and quality. Moreover, it does not have a concentration of affordable units of this scale priced for households earning up to 80% of the area median income. All of the units in the proposed building will be handicap accessible and can be adapted further to specific special needs populations.

(6) Provide Transportation Choice

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 & 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

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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)

This project will create new residential opportunities near the retail/commercial area proximate to the Route 127 corridor. Permanent moderate income jobs will be created for the maintenance of the site and buildings which require staff from the management company operating the building

(8) Promote Clean Energy

Check "X" Below

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.

- 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)

Check "X" below if applicable

* 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)

The project will be Energy Star compliant.

(9) Plan Regionally

Check "X" Below
Yes **No** **NA**

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.

- 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)

Check "X" below if applicable

Explanation (Required)

Access to affordable housing in the Boston suburbs has been negatively impacted by local zoning which does not allow for multifamily development - which this project overcomes by virtue of its 40B permitting path

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854-1880 or gwatson@masshousing.com



PURCHASE AND SALE AGREEMENT

This ____ day of July, 2016

1. PARTIES AND MAILING ADDRESSES:

**Matthew R. Roberge
39 Dale Street
Medfield, MA 02050-1637**

hereinafter called the **SELLER** or **SELLERS**, agrees to **SELL** and
**RQC LLC
12 Haven Street
Dover, MA 02030**

hereinafter called the **BUYER** or **BUYERS**, agrees to **BUY**, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land in Medfield, with the buildings thereon, known as (Lot 8) 39 Dale Street, as more fully described in deed, recorded with Norfolk Registry of Deeds Land Court as document number 133733.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs in ground, plants, range, microwave and dishwasher

BUT INCLUDING:

BUT EXCLUDING: Seller personal property, refrigerator, stove, dishwasher and dryer and shed.

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 the **BUYER** by written notice to the **SELLER** at least seven (7) 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) Provision of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a single family dwelling;

5. **PURCHASE PRICE**

The agreed purchase price for said premises is \$460,000.00 of which

\$ 14,000.00	have been paid as a deposit this day (\$10,000.00 is nonrefundable) and
\$ 445,000.00	are to be paid at the time of delivery of the deed in cash, or by certified or cashier's check(s) drawn on a MA clearinghouse bank or wire transfer. (45 days after permits are in hand, if there is a problem with the furnace the Buyer will allow \$5,000.00 to the Seller
\$ 1,000.00	was paid with Offer
<hr/>	
\$460,000.00	TOTAL

6. **TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered at 12:00 PM on or before (upon obtaining permits, if the closing does not take place prior to July 1, 2017, the buyer will deposit and additional \$7,500.00 non-refundable deposit, will be required and every 3 months thereafter after counting against the purchase price) or prior thereto if the parties so agree in writing, at the Norfolk County Registry of Deeds, Seller will not close in Boston or Rhode Island, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

7. **POSSESSION AND CONDITION OF PREMISES**

Full possession of said premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provision of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of not more than thirty (30) days, provided such extension shall not extend beyond the date of BUYERS' mortgage interest rate commitment or provided that BUYER can obtain a corresponding extension to financing commitment at no cost to BUYER. SELLER shall not be required to expend in excess of \$2,500.00 to affect such cure, exclusive of taxes and mortgages.

9. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**

If at the expiration of the extended time the SELLERS 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 any payments made under this agreement shall be forthwith refunded and all other obligations

15. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter 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 herein otherwise agreed.

16. **BROKER'S FEE**

N/A

17. **BROKERS WARRANTY**

N/A

18. **DEPOSIT**

All deposits made hereunder shall be held in escrow by Heaney & Small, LLP as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the **SELLER** and the **BUYER** or final court order.

19. **BUYER'S DEFAULT; DAMAGES**

If the **BUYER** shall fail to fulfill the **BUYER'S** agreements herein, all deposits made hereunder by the **BUYER** shall be retained by the **SELLER** as liquidated damages, and this shall be **SELLER'S** sole legal or equitable remedy.

20. **BROKER AS PARTY**

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provision of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provision to which the Broker(s) agree(s) in writing.

21. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**

If the **SELLER** or **BUYER** executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the **SELLER** or **BUYER** so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

22. **WARRANTIES AND REPRESENTATIONS**

The **BUYER** acknowledges that the **BUYER** has not been influenced to enter into this transaction nor has he relied upon any warranties or representation not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representation, if any made by either the **SELLER** or the Broker(s): NONE. Except as set forth herein, **BUYER** acknowledges having conducted professional inspection of the premises and accept same in their present condition.

23. **MORTGAGE CONTINGENCY CLAUSE**

N/A

24. **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 enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the **SELLER** and the **BUYER**. If two or more persons are named herein as **BUYER** 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 be used in determining the intent of the parties to it.

25. **LEAD PAINT LAW**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other materials so as to make it inaccessible to children under six years of age. **SELLERS** shall have no liability whatsoever with respect to lead paint at the premises, if any.

26. **SMOKE DETECTORS/CARBON MONOXIDE DETECTORS**

The **SELLERS** shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors/carbon monoxide detectors in conformity with applicable law.

27. **ENCROACHMENTS/ADDITIONAL TITLE PROVISIONS**

It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:

- (i) all buildings, structures and improvements, including but not limited to any driveways and garages, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;
- (ii) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said Premises; and (c) the premises shall abut or have legal access to a public way;
- (iii) the premises comply with the zoning ordinances of the city or town in which the premises are located and the provisions of Massachusetts General Laws Chapter 40A or are validly nonconforming;
- (iv) the premises are serviced by all usual and customary utilities, including electric, gas (if applicable), telephone, municipal water and sewer (unless there is a private septic system) and cable television which are brought to the premises directly from the street or under, across or over land of another by means of a validly recorded easement of record;

28. **ACCESS**

The **BUYERS** shall have access to the premises at reasonable times and upon reasonable notice for appraisals, taking measurements, etc., to be exercised on not more than 4 occasions prior to the final walk-through, and in the presence of a real estate broker involved in this transaction.

29. **TITLE INSURANCE**

SELLERS agree at the closing to execute a statement under oath to any title insurance company issuing a policy to **BUYERS** and/or **BUYERS'** mortgagee to the effect that (1) there are no tenants, leases or parties in possession of the Premises, except as set forth herein, if at all, and (2) **SELLERS** have no knowledge of any work having been done to the Premises which would entitle anyone now or hereafter to claim a mechanic's or material men's lien on the Premises. Title shall be insurable for the benefit of **BUYERS** on standard ALTA forms without exceptions other than those permitted under paragraph 4 hereof or those printed on the policy jacket. In the event an owners policy of title insurance can only be written with so-called affirmative coverage against a known title defect, then **BUYERS** shall have the right (based on opinion and judgment of counsel) to deem such title unmarketable in which event all deposits shall be returned and this Agreement shall be terminated.

30. **INTERNAL REVENUE CODE SECTION 1445**

SELLERS certify that they are not foreign persons and therefore, the **BUYERS** are not required under Section 1445 of the Internal Revenue Code to withhold any taxes upon the disposition of the Premises to the **BUYERS**, and **SELLERS** agree to execute an affidavit to this effect at the closing.

31. **TITLE STANDARDS**

Any matter which is the subject of a title, practice or ethical standard adopted by the Real Estate Bar Association at the time of delivery of the deed shall be governed by said standard to the extent applicable.

32. **UNDERGROUND TANKS**

SELLERS represent that to the best of their knowledge and belief there are no underground oil or gasoline storage tanks on the premises and no such tanks have been removed.

33. **EXTENSION**

In the event the closing date is extended in accordance with paragraph 10 of the pre-printed form of this Agreement, then such extension shall be for as short a time as is required to effect such necessary cure to the title or condition of the premises and, unless such date is waived by **BUYER**, shall not extend beyond the date of **BUYER'S** mortgage interest rate commitment.

34. **NOTICES**

All notices required under this Agreement shall be deemed to have been given if in writing and hand delivered, transmitted by facsimile, or mailed by certified mail, return receipt requested, or sent by Federal Express or other commercial overnight courier, in the case of **SELLERS** c/o Michael E. Heaney, Esquire, Heaney & Small, LLP (508) 473-2777, fax (508) 473-0367, in the case of **BUYERS** c/o Vincent J. O'Brien, Esq., Fryer & O'Brien, LLC (508) 785-1505, fax (508) 785-2127, Email vobrien@doover-law.com.

35. **BROKERS**

BUYERS and **SELLERS** mutually warrant and represent to each other that neither has dealt with a real estate broker or salesperson in connection with this transaction other than as identified in this Agreement, and that neither was directed to the other by any such agent or broker other than as identified herein, and each agrees to indemnify and hold the other harmless against all costs, damages, expenses or liability, including attorneys fees, incurred by the other arising out of or resulting from breach of this warranty or failure of this representation. The provisions of this paragraph shall survive delivery of the deed.

36. **CLOSING DOCUMENTS**

SELLERS agree to sign all documents reasonably and customarily required by **BUYERS'** mortgage lender.

37. **CONDITION OF PREMISES AT CLOSING**

The premises are to be in broom clean condition, all personal property of the **SELLER** is to be removed and all appliances are to be in the same condition at the time of closing as they were in as of the date of the **BUYER'S** home inspection, except as otherwise set forth herein, reasonable wear and tear excepted.

38. **NO NOTICE OF VIOLATIONS**

The **SELLER** states that as of the date hereof the **SELLER** has received no notice from any municipal, county, state or federal agency asserting or alleging that the premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters.

39. **UPKEEP OF PREMISES**

Between the date hereof and the closing, the **SELLER** shall maintain and service the premises and its appurtenances at the same level of effort and expense as the **SELLER** has maintained or serviced the premises for the **SELLER'S** own account prior to this agreement.

40. **OUTSTANDING MORTGAGES**

The mortgage(s) currently encumbering the premises are listed herein. The **SELLER** authorizes counsel for the **BUYER'S** lender (or counsel for the **BUYER** if a cash transaction) to obtain payoff information respecting such mortgage(s) *(if none, so state)*

Name of Lending Institution	Loan/Account Number	Telephone Number

41. **AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES**

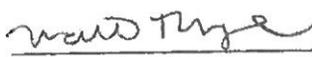
In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

42. **PRIOR AGREEMENTS**

This agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby.

43. **ADDITIONAL PROVISIONS**

SELLERS and **BUYERS** acknowledge that they have offered the opportunity to seek and confer with legal counsel of their choice prior to signing this Agreement.



Matthew R. Roberge



RQC, LLC



STANDARD LAND PURCHASE AND SALE AGREEMENT [#505] (With Contingencies)

The parties make this Agreement this day of June, 2016. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. John Solari, Trustee of the Solari Realty Trust

[insert name], the "SELLER," agrees to sell and RQC, LLC a Massachusetts Limited Liability Company with and address of 12 Haven Street, Dover, MA 02030

[insert name], the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of the land containing approximately three (3) acres, more or less, described as 41 Dale St., Medfield MA 02052

as more specifically described in a deed recorded in the Norfolk County Registry Land Court as doc # 1041989 Book , Page , [Certificate No.] a copy of which is is not [choose one] attached.

Table with 2 columns: Purchase Price and Description. Rows include: 1,000.00 (paid as deposit), 99,000.00 (paid with agreement), 1,400,000.00 (paid at time of performance), and 1,500,000.00 (Total). The purchase price for the Premises is ONE MILLION FIVE HUNDRED THOUSAND dollars of which.

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Law Offices of Clifford A. Monac, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at Noon on the 12th day of June, 2017, at the Norfolk County Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day.

Initials: BUYER'S Initials (ke), BUYER'S Initials, BUYER'S Initials, SELLER'S Initials (signature), SELLER'S Initials, SELLER'S Initials



following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for _____;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) _____

[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]
If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

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 BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of (\$2,000.00) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of **THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00)** for professional services shall be paid by the SELLER to CLIFFORD A. MONAC, Attorney broker and Neponset Valley Realty, the "BROKER", at the time for performance (divided equally) if as and when the BUYER accepts the SELLERS deed and it is recorded and not otherwise. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

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[Signature]

 BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials



14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. INTENTIONALLY DELETED.

16. **Tests/Survey.** SEE RIDER ATTACHED.

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent _____

NONE

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the

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BUYER'S Initials BUYER'S Initials BUYER'S Initials

[Signature]
SELLER'S Initials SELLER'S Initials SELLER'S Initials



overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER

SELLER

19. Counterparts / Electronic Delivery / Construction Of Agreement. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. Additional Provisions.

SEE SELLER RIDER 21- 31 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

Raen... 06/14/16
BUYER Date

[Signature] 6/13/16
SELLER Date

BUYER Date

SELLER Date

BUYER Date

SELLER Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

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BUYER'S Initials BUYER'S Initials BUYER'S Initials

5 *[Signature]*
SELLER'S Initials SELLER'S Initials SELLER'S Initials

RIDER TO PURCHASE AND SALE AGREEMENT

BUYER: RQC, LLC
SELLER: Owner of Record
PROPERTY ADDRESS: 41 Dale Street, Medfield MA

21. Right of Entry. The Buyer shall have the right, from time to time, at Buyer's sole expense and risk and in a manner as Buyer reasonably determines, without substantial damage being imposed upon the Premises, to enter upon the Premises to make, or cause to be made, engineering studies, including surveys, test borings and percolation tests in order to determine subsoil conditions of ledge, pest or clay and such other soil tests, analysis and studies of the Premises as Buyer may deem necessary or as may be required by the rules and regulations of the Planning Board, Board of Health and any other pertinent municipal division or authority prior to construction of a minimum 60 unit 40B Housing project and affiliated structures on the Premises.
22. Other Research. The Buyer shall conduct any and all such other research as Buyer deems necessary in order to determine governmental authority for the construction of a minimum 60 unit 40B Housing project and affiliated structures on the Premises; and more specifically to determine (1) that the Premises are zoned to permit the foregoing dwelling and affiliated structures to be constructed, (2) that such building and other permits including, without limitation, permits for the installation of required sewer, water, and other utilities, may be issued by all such state, county and local authorities as have jurisdiction over the Premises for such purposes, and (3) that such construction and use of the Premises will not create any adverse environmental impact upon the local community or its wetlands and (4) that municipal services and utilities such as water, sewer, waste disposal, electricity, telephone and gas are available to the Premises. Seller authorizes Buyer to file, at Buyer's sole expense, any applications in Seller's name as record owner, if required, in order to make such determinations and Seller agrees to fully cooperate, in all respects, including attendance at any hearings, if required, for the purposes of processing and prosecuting any such applications to final decision.
23. Termination of Agreement. If, as a result of such engineering studies or any laws, rules, regulations, by-laws or ordinances or Buyer's other research, Buyer determines that the Premises cannot be used for a minimum 60 unit 40B Housing project purposes as reasonably contemplated by Buyer and Buyer notifies Seller in writing on or before January 10, 2017, then any payments made hereunder, (except for any additional deposit made pursuant to Paragraph 4,) shall be forthwith refunded and all other obligations herein shall cease and this Agreement shall be of no further effect, provided, however, that Buyer shall, at his sole cost, fill in any excavations made and remove any pipes that may have been placed or inserted in the ground during any such engineering tests. Buyer shall provide copies of all engineering studies, including surveys and percolation tests, and all 40B applications, plans, applications and materials promptly.

INITIALS: JS KL

24. **Extension of Time.** A) If Buyer is unable to make all of the determinations set forth in Paragraphs 21 and 22, satisfactory to Buyer by **January 10, 2017**, but Buyer has filed any application or has initiated, but has not completed, required engineering studies or other research, upon notice to that effect from Buyer to Seller, the date for notification of termination of this Agreement and the date for delivery of the deed pursuant to Paragraph 8 shall be automatically extended on three (3) occasions for a period of up to an additional two (2) months each, (total of six months) provided, however, that, during such period, Buyer exercises due diligence in pursuit of the resolution of all such determinations and takes all reasonable steps to enhance the final processing of any and all outstanding applications and governmental approvals respecting the development of the Premises for a minimum 60 unit residential 40B Housing project. At the time of any such extension of time there shall be a \$5,000.000 fee paid by Buyer to Seller per two (2) month period which shall be forthwith released to the Seller from the deposit held and shall be non-refundable in the event the closing does not occur. At the time of the closing any funds so disbursed from the escrow account shall be credited towards the purchase price.

B) If Buyer is unable to make all of the determinations set forth in Paragraphs 21 and 22, satisfactory to Buyer by **June 12, 2017**, but Buyer has filed any application or has initiated, but has not completed, required engineering studies or other research, upon notice to that effect from Buyer to Seller, the date for notification of termination of this Agreement and the date for delivery of the deed pursuant to Paragraph 8 as it may have been previously extended, shall be automatically extended on three (3) occasions for a period of up to an additional two (2) months each, (total of six months) provided, however, that, during such period, Buyer exercises due diligence in pursuit of the resolution of all such determinations and takes all reasonable steps to enhance the final processing of any and all outstanding applications and governmental approvals respecting the development of the Premises for a minimum 60 unit residential 40B Housing project. At the time of any such extension of time there shall be a \$10,000.000 fee paid by Buyer to Seller for first two (2) month period, \$15,000 for second two (2) month period and \$20,000 for third (3rd) two month period which shall be forthwith released to the Seller from the deposit held and shall be non-refundable in the event the closing does not occur. At the time of the closing any funds so disbursed from the escrow account shall be credited towards the purchase price.

25. If the Buyer either makes an assignment of its rights under this agreement or records a copy of this agreement with the Norfolk County Registry of Deeds, the Seller, at its option, may declare Seller's obligations hereunder to be null and void and may deem the Buyer to be in default of its obligations hereunder. The designation of a title nominee pursuant to Paragraph 4 of the agreement shall not be deemed an assignment by the Buyer within the meaning of this Paragraph 25.

INITIALS:

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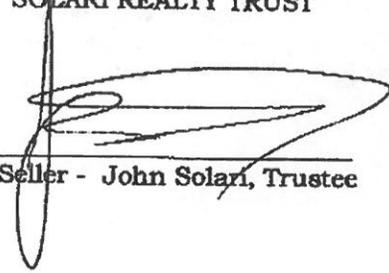
26. All references to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable. If taxes are paid through fiscal 2017, adjustment to be made to Seller accordingly.
27. Seller warrants and represents to Buyer, and Buyer represents and warrants to Seller, that they have not dealt with any real estate broker, salesperson, finder or other person entitled to a commission or fee in connection with this transaction except the broker listed herein, and each agrees to hold the other harmless from, and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. This paragraph shall survive delivery of the deed.
28. Notice: All notices under this agreement shall be delivered by hand, by certified mail return receipt requested, by overnight courier or by email or facsimile transmission:

If to SELLER: Clifford A. Monac, Esq. Law Offices of Clifford A. Monac, P.
C. 420 Main Street Walpole MA 02081
phone 508 668 9400 Fax 508 668 9404 email:
cmonac@cmonac.com

If to BUYER: Dina B. Browne, Esq. Bletzer & Bletzer, P.C.
1333 Main Street, Walpole, MA 02081 508-668-0059
508-668-0057 (fax) 617-254-5522 (e-fax) email:
dina@bletzerlaw.com

The attorneys or agents named in the preceding paragraph shall have the authority to execute in the name of their respective clients, any amendments or extensions of this agreement that may be agreed upon, and the parties agree that the signature of said attorney and/or clients transmitted to each other via facsimile shall have the same legal force and effect as original signatures.

29. Seller is not obligated in any way to reduce the sale price in the event that the Buyer is unable to all permitting and approvals for a minimum 60 unit 40B Housing project.
30. Seller makes no warranties and or representations relative to the feasibility or likelihood of success of Buyer obtaining all governmental approvals respecting the development of the Premises as a minimum 60 unit residential 40B Housing project.
31. BUYER shall pay SELLER'S real estate taxes from July 1 to closing date.

SOLARI REALTY TRUST
By 
Seller - John Solari, Trustee

RQC, LLC
By 
Buyer - Karina Corrigan, Manager



MASSACHUSETTS ASSOCIATION OF REALTORS®

STANDARD LAND
PURCHASE AND SALE AGREEMENT [#505]
(With Contingencies)

The parties make this Agreement this 26 day of March, 2016. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. Clifford A and Susan H. Monac, 54 Country Way, Medfield, MA 02052

[insert name], the "SELLER," agrees to sell and ROC, LLC a Massachusetts Limited Liability Company with an address of 12 Haven Street, Dover, MA 02030

[insert name], the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of the land containing approximately three (3) acres, more or less, described as 49 Dale St., Medfield, MA 02052

as more specifically described in a deed recorded in the Norfolk County Registry Land Court as doc # 1030569

Book , Page , [Certificate No.] a copy of which [] is [] is not [choose one] attached.

3. Purchase Price. The purchase price for the Premises is

*****ONE MILLION dollars of which

- \$ 1,000.00 were paid as a deposit with Offer To Purchase; and
\$ 99,000.00 are to be paid with this Agreement; and
\$ 900,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire.
\$ 1,000,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Bletzer & Bletzer PC, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at NOON on the 28th day of March, 2017, at the Norfolk County Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials



14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. INTENTIONALLY DELETED.

16. **Tests/Survey.** SEE RIDER ATTACHED.

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent _____

NONE

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. **Notices.** SEE Paragraph 28 of attached Buyer Rider.

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KE _____ SLM _____
BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials

RIDER A TO PURCHASE AND SALE

BUYER: RQC LLC
SELLER: Clifford A. and Susan H. Monac
PROPERTY ADDRESS: 49 Dale St., Medfield, MA

21. Right of Entry. The Buyer shall have the right, from time to time, at Buyer's sole expense and risk and in a manner as Buyer reasonably determines, without substantial damage being imposed upon the Premises, to enter upon the Premises to make, or cause to be made, engineering studies, including surveys, test borings and percolation tests in order to determine subsoil conditions of ledge, pest or clay and such other soil tests, analysis and studies of the Premises as Buyer may deem necessary or as may be required by the rules and regulations of the Planning Board, Board of Health, Conservation Commission and any other pertinent municipal or state division or authority prior to construction of a minimum 60 unit 40B Housing project and affiliated structures on the Premises.
22. Other Research. The Buyer shall conduct any and all such other research as Buyer deems necessary in order to determine governmental authority for the construction of a minimum 60 unit 40B Housing project and affiliated structures on the Premises; and more specifically to determine (1) that the Premises are zoned to permit the foregoing dwelling and affiliated structures to be constructed, (2) that such building and other permits including, without limitation, permits for the installation of required sewer, water, and other utilities, may be issued by all such state, county and local authorities as have jurisdiction over the Premises for such purposes, and (3) that such construction and use of the Premises will not create any adverse environmental impact upon the local community or its wetlands and (4) that municipal services and utilities such as water, sewer, waste disposal, electricity, telephone and gas are available to the Premises. Seller authorizes Buyer to file, at Buyer's sole expense, any applications in Seller's name as record owner, if required, in order to make such determinations and Seller agrees to fully cooperate, in all respects, including attendance at any hearings, if required, for the purposes of processing and prosecuting any such applications to final decision.

INITIALS:

KC

SHM



23. Termination of Agreement. If, as a result of such engineering studies or any laws, rules, regulations, by-laws or ordinances or Buyer's other research, Buyer determines that the Premises cannot be used for a minimum 60 unit 40B Housing project purposes as reasonably contemplated by Buyer and Buyer notifies Seller in writing on or before **September 27, 2016**, then any payments made hereunder, shall be forthwith refunded and all other obligations herein shall cease and this Agreement shall be of no further effect, provided, however, that Buyer shall, at his sole cost, fill in any excavations made by or on behalf of Buyer, and remove any pipes that may have been placed or inserted in the ground during any such engineering tests. Buyer shall provide to Seller copies of all engineering studies, including surveys and percolation tests, and all 40B applications plans, applications and materials promptly.
24. Extension of Time. A) If Buyer is unable to make all of the determinations set forth in Paragraphs 21 and 22, satisfactory to Buyer by **September 27, 2016**, but Buyer has filed any application or has initiated, but has not completed, required engineering studies or other research, upon notice to that effect from Buyer to Seller, the date for notification of termination of this Agreement and the date for delivery of the deed pursuant to Paragraph 8 shall be automatically extended on three (3) occasions for a period of up to an additional two (2) months each, (total of six months) provided, however, that, during such period, Buyer exercises due diligence in pursuit of the resolution of all such determinations and takes all reasonable steps to enhance the final processing of any and all outstanding applications and governmental approvals respecting the development of the Premises for a minimum 60 unit residential 40B Housing project. At the time of any such extension of time there shall be a \$5,000.000 fee paid by Buyer to Seller per two (2) month period which shall be forthwith released to the Seller from the deposit held and shall be non-refundable in the event the closing does not occur. At the time of the closing any funds so disbursed from the escrow account shall be credited towards the purchase price.
- B) If Buyer is unable to make all of the determinations set forth in Paragraphs 21 and 22, satisfactory to Buyer by **March 28, 2017**, but Buyer has filed any application or has initiated, but has not completed, required engineering studies or other research, upon notice to that effect

INITIALS: JCC SHM AK

from Buyer to Seller, the date for notification of termination of this Agreement and the date for delivery of the deed pursuant to Paragraph 8 as it may have been previously extended, shall be automatically extended on three (3) occasions for a period of up to an additional two (2) months each, (total of six months) provided, however, that, during such period, Buyer exercises due diligence in pursuit of the resolution of all such determinations and takes all reasonable steps to enhance the final processing of any and all outstanding applications and governmental approvals respecting the development of the Premises for a minimum 60 unit residential 40B Housing project. At the time of any such extension of time there shall be a \$10,000.000 fee paid by Buyer to Seller per first two (2) month period, \$15,000 per second two (2) month period and \$20,000 for third (3rd) two month period which shall be forthwith released to the Seller from the deposit held and shall be non-refundable in the event the closing does not occur. At the time of the closing any funds so disbursed from the escrow account shall be credited towards the purchase price.

25. If the Buyer either makes an assignment of its rights under this agreement or records a copy of this agreement with the Norfolk County Registry of Deeds, the Seller, at its option, may declare Seller's obligations hereunder to be null and void and may deem the Buyer to be in default of its obligations hereunder. The designation of a title nominee pursuant to Paragraph 4 of the agreement shall not be deemed an assignment by the Buyer within the meaning of this Paragraph 25.
26. All references to the "then current year" and like references with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period within which such taxes are payable. If taxes are paid through fiscal 2017, or 2018 as applicable, adjustment to be made to Seller accordingly.
27. Seller warrants and represents to Buyer, and Buyer represents and warrants to Seller, that they have not dealt with any real estate broker, salesperson, finder or other person entitled to a commission or fee in connection with this transaction except the broker listed herein, and each agrees to hold the other harmless from, and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. This paragraph shall survive delivery of the deed.

INITIALS: kc SM CM

28. Notice: All notices under this agreement shall be delivered by hand, by certified mail return receipt requested, by overnight courier or by email or facsimile transmission:

If to SELLER: Clifford A. Monac, Esq. Law Offices of Clifford A. Monac, P. C. 420 Main Street Walpole MA 02081
phone 508 668 9400 Fax 508 668 9404 email:
cmonac@cmonac.com

If to BUYER: Dina B. Browne, Esq. Bletzer & Bletzer, P.C.
1333 Main Street, Walpole, MA 02081 508-668-0059
508-668-0057 (fax) 617-254-5522(e-fax) email:
dina@bletzerlaw.com

The attorneys or agents named in the preceding paragraph shall have the authority to execute in the name of their respective clients, any amendments or extensions of this agreement that may be agreed upon, and the parties agree that the signature of said attorney and/or clients transmitted to each other via facsimile shall have the same legal force and effect as original signatures.

29. Seller is not obligated in any way to reduce the sale price in the event that the Buyer is unable to obtain all permitting and approvals for a minimum 60 unit 40B Housing project.
30. Seller makes no warranties and or representations relative to the feasibility or likelihood of success of Buyer obtaining all governmental approvals respecting the development of the Premises as a minimum 60 unit residential 40B Housing project.
31. Buyer is aware that Seller has the option to qualify this transaction as an Internal Revenue Code Section 1031 tax deferred exchange. Seller requests Buyer's cooperation in the event of an exchange and agrees to the assignment of this contract to the qualified intermediary of the Sellers' choice. Seller agrees to hold the Buyer harmless from any and all claims, liabilities and costs of such an exchange.

INITIALS: kc SMon CB

RQC LLC

by/s/ John P. Kelly
Buyer - John P. Kelly Manager
Duly Authorized RQC LLC.

/s/ Clifford A. Monac
Seller - Clifford A. Monac

/s/ Susan H. Monac
Seller - Susan H. Monac

BUYER RIDER TO PURCHASE AND SALE AGREEMENT
This Buyer Rider is incorporated by reference into the
Purchase And Sale Agreement
Regarding 49 Dale Street, Medfield, Massachusetts
entered into between
Clifford A. Monac and Susan H. Monac, Seller and
RQC LLC, Buyer
and is expressly made a part thereof.

1. This rider supersedes, modifies, amends and is hereby incorporated into the Standard Form Purchase and Sale Agreement between SELLER and BUYER; in the event of any conflict between this Rider and the said Standard Form Purchase and Sale Agreement, the terms of this Rider shall control.
2. SELLER represents, the same to be true as of the date hereof and as of the date of closing, that; to the best of SELLER's knowledge and belief:
 - (a) SELLER has not received any notice or communication that the premises are in violation of any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation; and
 - (b) SELLER has not received any notice or communication of any municipal betterments affecting the premises voted or contemplated by the City/Town where the premises is located which is likely to result in an assessment against the premises.
3. SELLER represents that the premises is not within a so-called "Flood Plain Area" or "Flood Plain Zone" or any other such flood-prone areas as determined under the maps and regulations of the Federal Emergency Management Agency, with respect to the federal flood plain insurance program.
4. Any matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable.
5. Notwithstanding anything else in this Agreement to the contrary, SELLER represents to the best of their knowledge and belief that, as of the date of this Agreement and the date of the delivery of the deed:
 - (a) there are no contracts, oral or written, involving the Premises which SELLER has negotiated or contracted or which will be binding upon BUYER or affect the Premises in any manner after the closing, except for those contracts expressly permitted by this Agreement;
 - (b) SELLER has not received any notice or communication from any public authority to the effect that there exists, with respect to the Premises, any condition which violates any municipal, state or federal law, rule, regulation, ordinance or the like;
 - (c) SELLER is not a "foreign person" as that term is used in Internal Revenue Code Section 1445 and the regulations promulgated thereunder, and accordingly BUYER is not required to withhold any taxes upon the disposition of the Premises to the BUYER;

kc *Stm* *CA*

- (d) There is no pending SELLER bankruptcy, mortgage foreclosure, contemplated town/city betterment or assessment, or other proceedings or circumstances that might impact adversely on the SELLER's ability to perform on the closing date, and that the mortgage and other lien payoffs will be for less than the sales price; and
- (e) They are not aware of any litigation pending or threatened regarding the property, either by an abutter or anyone else Excepting however that Seller cannot represent that litigation will not ensue relative to the Buyer's 40B plan.

6. Notwithstanding anything in Section 7 of the Agreement to the contrary, in conformity with local conveyancing practice, BUYER may pay the balance of the proceeds due to SELLER in the form of a check drawn on the conveyancing account of the attorney representing the BUYER's mortgage lender.

7. In the event that SELLER is a natural person, then SELLER shall execute the Deed personally. It is agreed that a Deed executed under a Power of Attorney SHALL NOT constitute a satisfactory Deed under this Agreement.

8. All statements made by SELLER hereunder and/or incorporated in any exhibit or attachment attached hereto, shall be true and complete and accurate as at the date hereof and as of the date of the closing, with the same force and effect as if those such statements, and exhibits had been made on and as of the date of closing.

9. The closing attorney shall use his/her best efforts to record the appropriate closing documentation at the Registry of Deeds on the date of the scheduled closing. The parties understand, however, that depending on the time and location of the closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered to be in default with the terms of this agreement.

SELLER



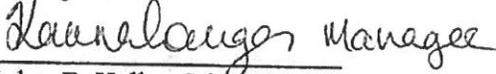
Clifford A. Monac

SELLER



Susan H. Monac

BUYER - RQC LLC

By:  Manager RQC LLC

John P. Kelly, It's Manager



WALPOLE
CO-OPERATIVE BANK

August 12, 2016

John Kelly, Manager
Medfield Meadows, LLC
12 Haven St.
Dover, MA 02030

Re: Project: Mixed Income Rental Development
Borrower: Medfield Meadows, LLC
Property: 39, 41 & 49 Dale St., Medfield, MA 02052

Letter of Interest – Mixed Income Rental Development of 200 rental units, including 150 market rate rental units and 50 affordable rental units; 40-B Financing for 39, 41 & 49 Dale St., Medfield, MA 02052

Dear Mr. Kelly:

This letter confirms Walpole Cooperative Bank's interest to provide construction and permanent financing for the aforementioned 40-B project.

Walpole Co-operative Bank would have an interest in financing the construction of this Project, subject to due diligence and normal and customary underwriting by the Bank that would take place at a later date. This letter does not constitute, nor shall it be construed as, a financing commitment for the project. Should the Bank be requested to finance the construction of the Project, Medfield Meadows, LLC, as the applicant and Mr. Kelly, as the principal, would be requested to submit a loan application with supporting documentation for review by the bank in accordance with the bank's customary lending practices. In the meantime, Walpole Co-operative Bank maintains an interest in supporting Medfield Meadows, LLC in the aforementioned Project. If approved, the Bank would use NEF funds for at least 25% of the construction loan for this development.

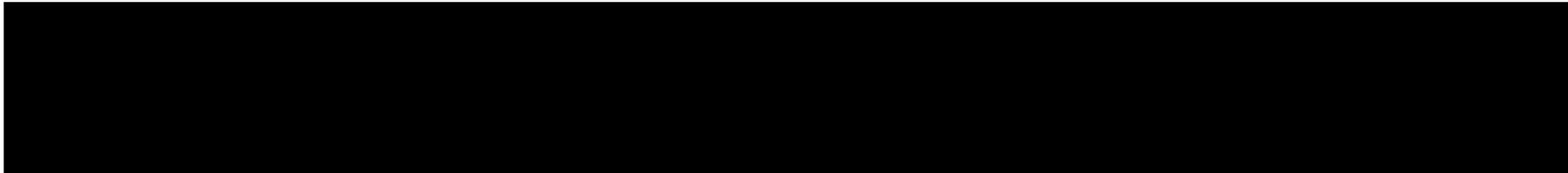
Please feel free to contact me should you have any questions.

Sincerely,

Paul M. Wallace
Vice President

Medfield Rent Comps

	Arborpoint at Woodland Station			Charles River Landing			Avalon Natick			Modera Natick Center			Avalon Station 250		
															
Year Built	2007			2008			2014			2015			2007		
Address	Newton			Needham			Natick			Natick			Dedham		
Unit Mix	#	%		#	%		#	%		#	%		#	%	
Studio	0	0%		0	0%		13	3%		0	0%		0	0%	
1-Bed	75	42%		252	72%		204	50%		46	31%		123	43%	
2-Bed	99	55%		98	28%		190	47%		104	69%		154	54%	
3-Bed	6	3%		0	0%		0	0%		0	0%		8	3%	
Total # of Units	180			350			407			150			285		
1 BEDROOM	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF
Low	\$2,715	726	\$3.74	\$2,847	1,120	\$2.54	\$1,995	711	\$2.81	\$2,378	928	\$2.56	\$2,370	759	\$3.12
High	\$3,150	1,019	\$3.09	\$3,741	1,316	\$2.84	\$2,295	718	\$3.20	\$3,205	1,011	\$3.17	\$2,605	948	\$2.75
Weighted Average	\$2,817	812	\$3.47	\$3,361	1,026	\$3.28	\$2,111	723	\$2.92	\$2,902	880	\$3.30	\$2,498	848	\$2.94
2 BEDROOM	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF
Low	\$3,375	1,094	\$3.09	\$3,592	1,139	\$3.15	\$2,515	1,028	\$2.45	\$2,645	1,343	\$1.97	\$2,522	1,070	\$2.36
High	\$4,600	1,770	\$2.60	\$4,495	1,588	\$2.83	\$2,785	1,090	\$2.56	\$4,625	1,492	\$3.10	\$3,080	1,360	\$2.26
Weighted Average	\$3,452	1,202	\$2.87	\$3,935	1,348	\$2.92	\$2,616	1,093	\$2.39	\$3,667	1,279	\$2.87	\$2,738	1,239	\$2.21
PROPERTY TOTAL	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF	Rent	SF	Rent / SF
Weighted Average	\$3,222	1,055	\$3.05	\$3,522	1,116	\$3.15	\$2,341	893	\$2.62	\$3,433	1,156	\$2.97	\$2,639	1,075	\$2.46



Jefferson at Dedham Station	Union Place	Jefferson at Bellingham	Woodview Legacy Farms	Lodge at Foxborough	The Preserve
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2005
Dedham

2005
Franklin

2014
Bellingham

2014
Hopkinton

2009
Foxborough

2004
Walpole

#	%
0	0%
173	58%
127	42%
0	0%
300	

#	%
0	0%
114	38%
186	62%
0	0%
300	

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Rent	SF	Rent / SF															
\$1,700	696	\$2.44	\$1,214	721	\$1.68	\$1,390	692	\$2.01	\$1,595	772	\$2.07	\$1,890	714	\$2.65	\$1,595	815	\$1.96
\$2,546	1,119	\$2.28	\$1,954	721	\$2.71	\$1,575	847	\$1.86	\$1,695	992	\$1.71	\$2,475	1,074	\$2.30	\$1,625	825	\$1.97
\$2,086	843	\$2.48	\$1,417	724	\$1.96	\$1,462	770	\$1.90	\$1,659	886	\$1.87	\$2,070	916	\$2.26	\$1,610	820	\$1.96
Rent	SF	Rent / SF															
\$2,429	943	\$2.58	\$1,399	989	\$1.41	\$1,650	980	\$1.68	\$2,175	1,150	\$1.89	\$2,545	1,141	\$2.23	\$1,995	1,070	\$1.86
\$3,603	1,117	\$3.23	\$2,561	1,031	\$2.48	\$2,016	1,240	\$1.63	\$2,195	1,182	\$1.86	\$3,150	1,409	\$2.24	\$2,025	1,110	\$1.82
\$3,031	1,083	\$2.80	\$1,812	1,019	\$1.78	\$1,856	1,095	\$1.69	\$2,185	1,167	\$1.87	\$2,766	1,275	\$2.17	\$2,010	1,090	\$1.84
Rent	SF	Rent / SF															
\$2,486	944	\$2.63	\$1,661	906	\$1.83	\$1,676	947	\$1.77	\$1,843	984	\$1.87	\$2,337	1,054	\$2.22	\$1,962	1,057	\$1.86

Medfield Meadows LLC

Development Experience

August 2016

OVERVIEW

The owners and representatives of Medfield Meadows LLC have a combined 100+ years of experience and have been involved in the development of:

- 5,000+ residential units in Ireland, UK, Europe & Canada.
- Construction of \$25,000,000+ of luxury single family homes in Greater Boston Area.
- 3,000,000+ SF of commercial/office space in Ireland & UK.
- 6,000+ hotel rooms in Ireland, UK & Europe.

SPECIFIC PROJECTS

River City, Toronto | Condominium

600 units complete | 333 under construction | 200+ planned for final phase

BILD 2014 Award | Best Building Design

PUG 2014 Award | Favorite Residential Development

www.rivercitytoronto.com



Clarion Quay, Dublin | Mixed Use Development

150 residential units | 15,000+ SF Retail | 180 hotel rooms | 400,000+ SF College Campus
Royal Institute of Architecture Ireland | Best Housing Scheme 2003



Burlington Plaza, Dublin | Commercial

250,000+ SF of AAA office space in Dublin city center



Arthur St, London | Commercial

100,000+ SF of AAA commercial/office space



Carton House, Dublin | Hospitality

36 Hole Golf Course | 150+ Room 5 Star Hotel | Modern addition honoring existing historical building

CartonHouse.com



Pragelato Resort, Italy | Hospitality

205 Apartment chalets | 4+ star resort

[Club Med Pragelato](#)



Greater Boston Area | Residential

\$25,000,000+ in sales of luxury single family homes.





September 9, 2016

Mark Fisher
Medfield Board of Selectmen
459 Main Street
Medfield, MA 02052

Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing New England Fund Project: “Medfield Meadows” / Dale Street and North Meadows Road (Route 27) Medfield, MA

Applicant: Medfield Meadows, LLC

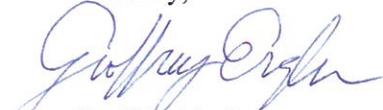
Dear Mr. Chairman:

Medfield Meadows, LLC has been established as a limited liability company for the purpose of developing a 200 unit rental development at Dale Street and North Meadows Road (Route 27). In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to formally notify the Town of Medfield that a request for a site approval letter has been made by Medfield Meadows, LLC under Masshousing’s New England Fund Program for this development. I have enclosed for your review a copy of the same Site Eligibility Application that will be submitted to MassHousing.

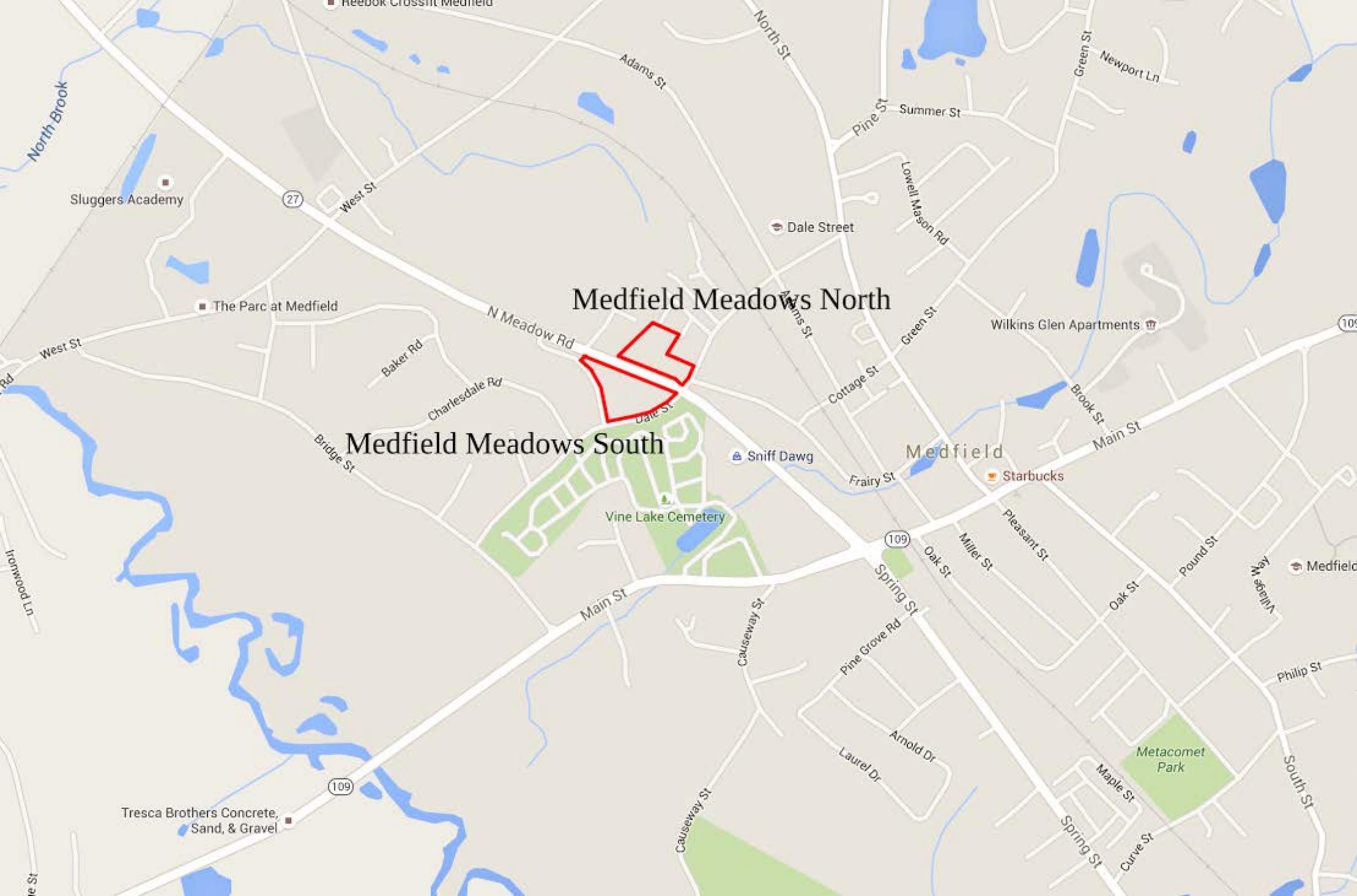
On August 17th, 2016, The Applicant met with Sarah Raposa to introduce the vision and plans for this property. We have an additional meeting scheduled for September 8th with additional municipal staff. We received some valuable feedback at that initial meeting and look forward to receiving additional municipal comments throughout the process.

We look forward to discussing this project with the Town in greater detail and formally presenting this application to the full Zoning Board of Appeals in the future. We appreciate any additional comments contributed by municipal officials as we move forward in this process.

Sincerely,



Geoffrey Engler



Medfield Meadows North

Medfield Meadows South

Medfield

Metacomet Park

Vine Lake Cemetery

Sniff Dawg

Starbucks

Wilkins Glen Apartments

Sluggers Academy

The Parc at Medfield

Tresca Brothers Concrete, Sand, & Gravel



September 9, 2016

Ms. Catherine Racer, Associate Director
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA. 02114

Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF Project: "Medfield Meadows", Medfield, MA.

Dear Kate,

SEB is representing the applicant, Medfield Meadows LLC, for the purpose of developing a 200 unit rental on Dale Street and North Meadows Road (Route 27) in the Town of Medfield. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to notify the Department that a request for site approval letter has been made by the applicant to MassHousing under the New England Fund Program.

According to the Rules of the Housing Appeals Committee, MassHousing cannot issue a site approval letter until at least 30 days has elapsed from the time of notification to the Medfield Board of Selectmen. Shortly after that time period, we are hopeful that MassHousing will issue a site approval letter so that the applicant can file a comprehensive permit application with the Medfield Zoning Board of Appeals. Any comments received from the Town will be considered by MHP during this 30-day comment period.

We will notify you when the site approval letter is issued. In the interim, please contact me directly should you have any questions.

Sincerely,



Geoff Engler

cc: Town of Medfield

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Medfield Meadows, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 12 Haven St	
	6 City, state, and ZIP code Dover, MA 02030	
	7 List account number(s) here (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.

Social security number										
or										
Employer identification number										
0	0		-	1	2	3	2	5	8	0

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ *John Kelly*

Date ▶ 8/15/2016

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

DEVELOPER'S
ACKNOWLEDGMENT OF OBLIGATIONS

[Rental]

*For Comprehensive Permit Projects in Which Funding is Provided
Through Other than a State Entity*

Cost Examination
and
Limitation on Profits and Distribution Requirements

The undersigned, Medfield Meadows LLC (“Developer”), in accordance with requirements for Project Eligibility of Comprehensive Permit Projects found at 760 CMR 56.04(4), hereby acknowledges its commitment and obligation to comply with requirements for cost examination under pains and penalties of perjury, and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in Sections 7 and 21 of a Regulatory Agreement by and between Developer and the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the “Subsidizing Agency”).

The undersigned Developer further acknowledges that 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 examined Cost Certification as required by 760 CMR 56.04(8) and Section 21 of the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8), and as set forth in Section 7(h) of the Regulatory Agreement.

Executed as a sealed instrument this 3rd day of August, 2016.

Medfield Meadows LLC

By: John Kelly

Its: Owner

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Medfield

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
1890	Tilden Village	30 Pound Street	Rental	60	Perp	Yes	DHCD
1891	Allendale	Dale Street	Ownership	17	Perp	YES	DHCD DHCD
1892	The Village at Medfield	Turtle Brook Way	Ownership	6	Perp	YES	DHCD DHCD
1893	Wilkins Glen	Wilkins Glen Road	Rental	103	2017	YES	MassHousing DHCD
4360	DDS Group Homes	Confidential	Rental	5	N/A	No	DDS
Medfield Totals				191	Census 2010 Year Round Housing Units		4,220
					Percent Subsidized		4.53%



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

and the Medfield Wetlands Bylaw - Chapter 290
A. General Information

MAWPA - Negative
Bylaw - Positive

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Medfield Conservation Commission
Conservation Commission

To: Applicant

John Kelly / Medfield Meadows LLC
Name
12 Haven Street
Mailing Address
Dover MA 02030
City/Town State Zip Code

Property Owner (if different from applicant):

Clifford A. Monac & Susan H. Monac
Name
54 Country Way
Mailing Address
Medfield MA 02052
City/Town State Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Request for a Determination of Applicability July 22, 2016
Title Date
Wetlands Plan, #49 Dale Street, Medfield, Massachusetts &/22/2016;
Title Rev. 8/4/16
Title Date

2. Date Request Filed:

July 28, 2016

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

To determine whether area at 49 Dale is subject to jurisdiction of the MA Wetlands Protection Act and /or the Medfield Wetlands Bylaw.

Project Location:

49 Dale Street
Street Address
42
Assessors Map/Plat Number

Medfield
City/Town
18
Parcel/Lot Number



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Medfield

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Medfield Wetlands Bylaw

Name

Chapter 290

Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
-
-

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
-
-

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Name

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

by hand delivery on

by certified mail, return receipt requested on

September 1, 2016

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) and the property owner (if different from the applicant).

Signatures:

Karl A. Paolino
Philip J. Durr
D. M. Piro
M. M. O'Rourke

September 1, 2016

Date



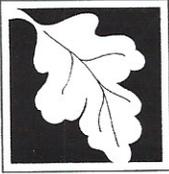
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number:

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

_____	_____
a. Street Address	b. City/Town, Zip
_____	_____
c. Check number	d. Fee amount

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

_____	_____	_____
City/Town	State	Zip Code
_____	_____	_____
Phone Number	Fax Number (if applicable)	

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

_____	_____	_____
City/Town	State	Zip Code
_____	_____	_____
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

B. Instructions

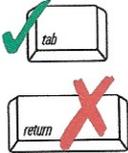
1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.





Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number:

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 4B - Order of Resource Area Delineation

Provided by MassDEP:
 MassDEP File #:214-0650
 eDEP Transaction #:861279
 City/Town: MEDFIELD

Massachusetts Wetlands Protection Act M.G.L. c. 131 S40
 and the Medfield Wetlands Bylaw, Chapter 290

A. General Information

1. Conservation Commission MEDFIELD

2. This Issuance is for (Check one):

- a. Order of Resource Area Delineation
- b. Amended Order of Resource Area Delineation

3. Applicant Details

a. First Name	JOHN	b. Last Name	KELLY	
c. Organization	MEDFIELD MEADOWS LLC			
d. Mailing Address	12 HAVEN STREET			
e. City/Town	DOVER	f. State	MA	g. ZIP 02030

4. Property Owner (if different from applicant):

a. First Name	CLIFFORD A. & SUSAN H.	b. Last Name	MONAC	
c. Organization				
d. Mailing Address	54 COUNTRY WAY			
e. City/Town	MEDFIELD	f. State	MA	g. ZIP 02052

5. Project Location

a. Street Address	49 DALE STREET		
b. City/Town	MEDFIELD	c. Zip	02052
d. Assessors Map/Plat#	42	e. Parcel/Lot#	18
f. Latitude	42.1883N	g. Longitude	71.31579W

6. Dates

a. Date ANRAD Filed	7/28/2016	b. Date Public Hearing Closed	8/4/2016	c. Date Of Issuance	9/1/2016
---------------------	-----------	-------------------------------	----------	---------------------	----------

7. Final Approved Plans and Other Documents

Plan Title	Plan Prepared By	Plan Signed By	Plan Final Date	Plan Scale
WETLANDS PLAN #49 DALE STREET MEDFIELD, MASSACHUSETTS	CHENEY ENGINEERING CO., INC.	RONALD TIBERI, PE # 34773	8/4/2016	1"=20'

B. Order of Delineation

1. The Conservation Commission has determined the following (check whichever is applicable)

a. **Accurate:** The boundaries described on the referenced plan(s) above and in the Abbreviated Notice of Resource Area Delineation are accurately drawn for the following resource area(s):

- 1. Bordering Vegetated Wetlands
- 2. Other resource area(s), specifically
 - a. ISOLATED VEGETATED WETLAND - MEDFIELD WETLANDS BYLAW, CHAPTER 290 CERTIFIABLE VERNAL POOL HABITAT - MEDFIELD WETLANDS BYLAW - CHAPTER 290

b. **Modified:** The boundaries described on the plan(s) referenced above, as modified by the Conservation Commission from the plans contained in the Abbreviated Notice of Resource Area Delineation, are accurately drawn from the following resource area(s):

- 1. Bordering Vegetated Wetlands



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
**WPA Form 4B - Order of Resource Area
Delineation**
Massachusetts Wetlands Protection Act M.G.L. c. 131 S40

Provided by MassDEP:
MassDEP File #:214-0650
eDEP Transaction #:861279
City/Town:MEDFIELD

2. Other resource area(s), specifically

a.

c. **Inaccurate::** The boundaries described on the referenced plan(s) and in the Abbreviated Notice of Resource Area Delineation were found to be inaccurate and cannot be confirmed for the following resource area(s):

1. Bordering Vegetated Wetlands

2. Other resource area(s), specifically

a.

3. The boundaries were determined to be inaccurate because:

C. Findings

This Order of Resource Area Delineation determines that the boundaries of those resource areas noted above, have been delineated and approved by the Commission and are binding as to all decisions rendered pursuant to the Massachusetts Wetlands Protection Act (M.G.L. c.131, S 40) and its regulations (310 CMR 10.00). This Order does not, however, determine the boundaries of any resource area or Buffer Zone to any resource area not specifically noted above, regardless of whether such boundaries are contained on the plans attached to this Order or to the Abbreviated Notice of Resource Area Delineation. This Order must be signed by a majority of the Conservation Commission. The Order must be sent by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate DEP Regional Office (see <http://www.mass.gov/dep/about/region/findyour.htm>).

D. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Resource Area Delineation. When requested to issue a Superseding Order of Resource Area Delineation, the Department's review is limited to the objections to the resource area delineation(s) stated in the appeal request. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant. Any appellants seeking to appeal the Department's Superseding Order of Resource Area Delineation will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination. The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, S 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 4B - Order of Resource Area
Delineation
 Massachusetts Wetlands Protection Act M.G.L. c. 131 S40

Provided by MassDEP:
 MassDEP File #:214-0650
 eDEP Transaction #:861279
 City/Town: MEDFIELD

E. Signatures

Kate A. Paris
James J. Burn
Nancy McCaffrey

- 1. Date of Original Order
- 2. No. of Signatures required

[Signature]

This Order is valid for three years from the date of issuance.

If this Order constitutes an Amended Order of Resource Area Delineation, this Order does not extend the issuance date of the original Final Order, and the Amended Order will expire on the date of the Original Final Order unless extended in writing by the Department.

This Order is issued to the applicant and the property owner (if different) as follows:

- 3. By hand delivery on
- 4. By certified mail, return receipt requested on

a. Date September 1, 2016

a. Date _____



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 4B - Order of Resource Area
Delineation

Provided by MassDEP:
 MassDEP File #:214-0650
 eDEP Transaction #:861279
 City/Town:MEDFIELD

Massachusetts Wetlands Protection Act M.G.L. c. 131 S40

E. Signatures

- 1. Date of Original Order
- 2. No. of Signatures required 5

Ralph A, Parmigiane

Robert Kennedy

Philip J. Burr

Deborah Bero

Mary McCarthy

This Order is valid for three years from the date of issuance.

If this Order constitutes an Amended Order of Resource Area Delineation, this Order does not extend the issuance date of the original Final Order, and the Amended Order will expire on the date of the Original Final Order unless extended in writing by the Department.

This Order is issued to the applicant and the property owner (if different) as follows:

- 3. By hand delivery on
 - 4. By certified mail, return receipt requested on
- a. Date September 1, 2016 a. Date _____



Medfield
MapsOnline

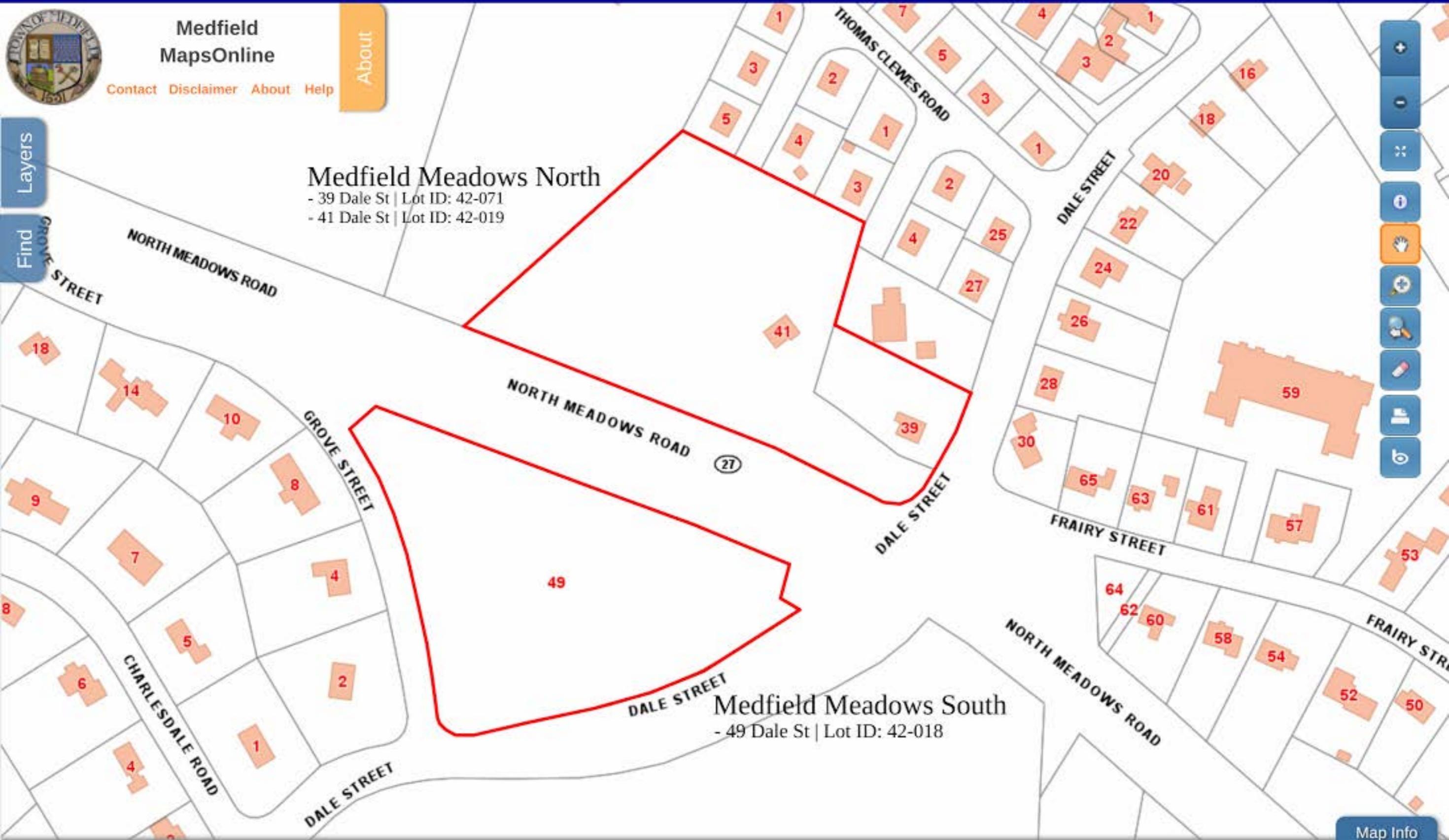
Contact Disclaimer About Help

About

Layers
Find

Medfield Meadows North

- 39 Dale St | Lot ID: 42-071
- 41 Dale St | Lot ID: 42-019



NORTH MEADOWS ROAD

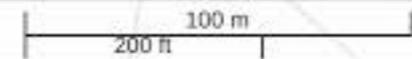
(27)

Medfield Meadows South

- 49 Dale St | Lot ID: 42-018

Map navigation controls: zoom in (+), zoom out (-), full screen, home, search, pan, rotate, print, share.

Map Info



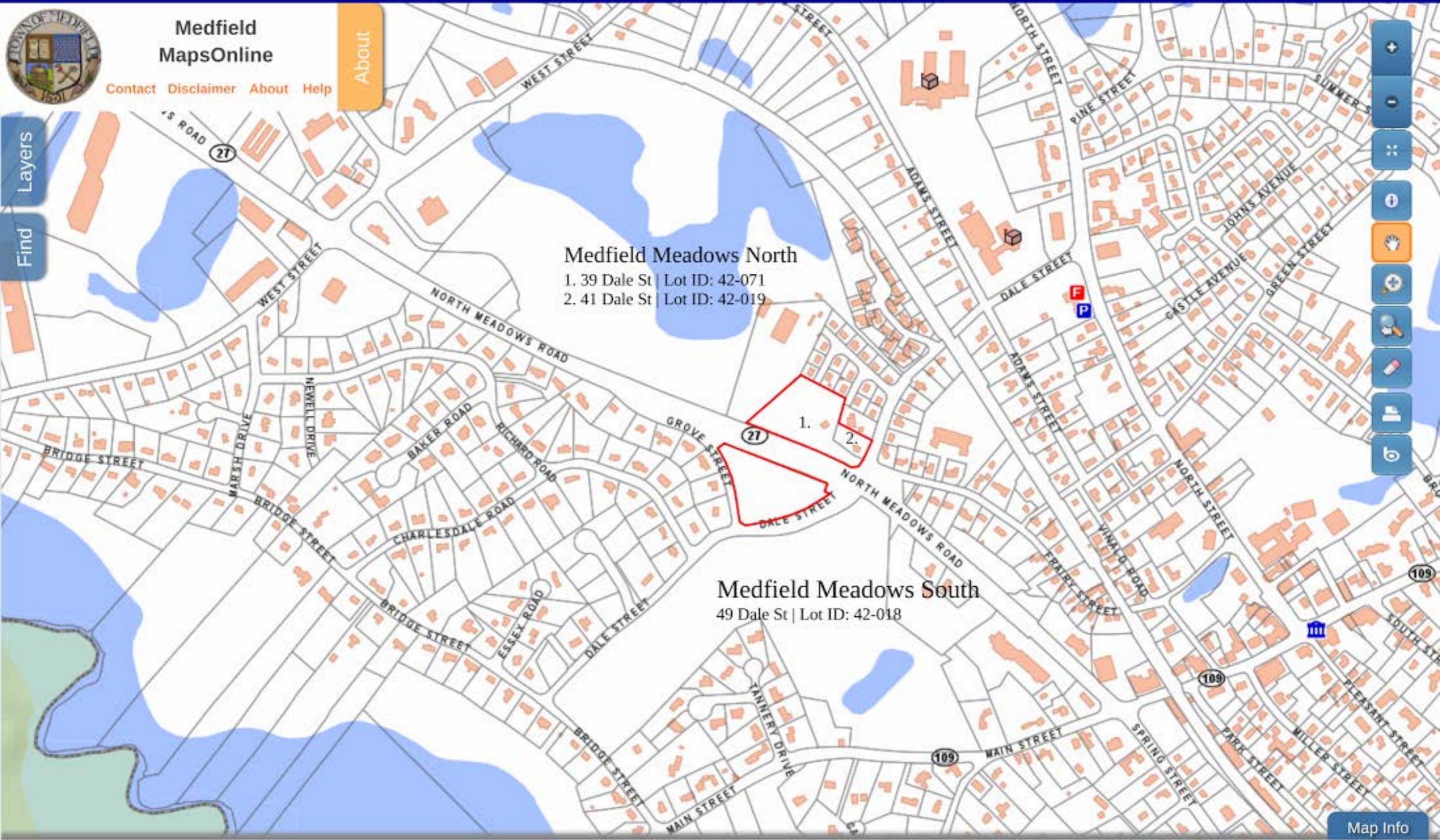


Medfield MapsOnline

[Contact](#) [Disclaimer](#) [About](#) [Help](#)

About

Find Layers



Medfield Meadows North
 1. 39 Dale St | Lot ID: 42-071
 2. 41 Dale St | Lot ID: 42-019

Medfield Meadows South
 49 Dale St | Lot ID: 42-018

Map navigation controls including zoom in (+), zoom out (-), full screen, search, and other interactive tools.

Map Info

Google Maps

1 Beacon Street, Boston, MA 02108 to 49 Dale Street, Medfield, MA 02052 Drive 27.5 miles, 44 min



Map data ©2016 Google 2 mi

1 Beacon Street

Boston, MA 02108

Get on I-90 W/Massachusetts Turnpike from Tremont St

- ↑ 1. Head east on Beacon St toward Freedom Trail 8 min (1.1 mi)

- ↘ 2. Turn right onto Tremont St 95 ft

- ↘ 3. Turn right to stay on Tremont St 0.7 mi

- ↙ 4. Turn left to stay on Tremont St 302 ft

- ↘ 5. Turn right onto Marginal Rd 472 ft

- ↗ 6. Use any lane to take the Massachusetts Turnpike W/Interstate 90 W ramp 322 ft

- 0.2 mi

Follow I-90 W and I-95 S/MA-128 S to MA-109 W/High St in Norfolk County. Take exit 16B from I-95 S/MA-128 S

21 min (19.0 mi)

- 

7. Merge onto I-90 W/Massachusetts Turnpike
▲ Partial toll road
2.5 mi

- 

8. Keep left to continue on I-90 W
▲ Partial toll road
7.7 mi

- 

9. Take exit 15 for Interstate 95/MA-128 toward Waltham
0.3 mi

- 

10. Keep right at the fork, follow signs for I-95 S/State Route 128 S/Cape Cod/S Shore and merge onto I-95 S/MA-128 S
8.1 mi

- 

11. Take exit 16B to merge onto MA-109 W/High St toward Westwood
0.3 mi

Follow MA-109 W/High St, Hartford St and MA-109 W/Main St to Dale St in Medfield

16 min (7.4 mi)

- 

12. Merge onto MA-109 W/High St
1.5 mi

- 

13. Slight right onto Hartford St
3.7 mi

- 

14. Slight right onto MA-109 W/Main St
1.7 mi

- 

15. Turn right onto N Meadow Rd
0.3 mi

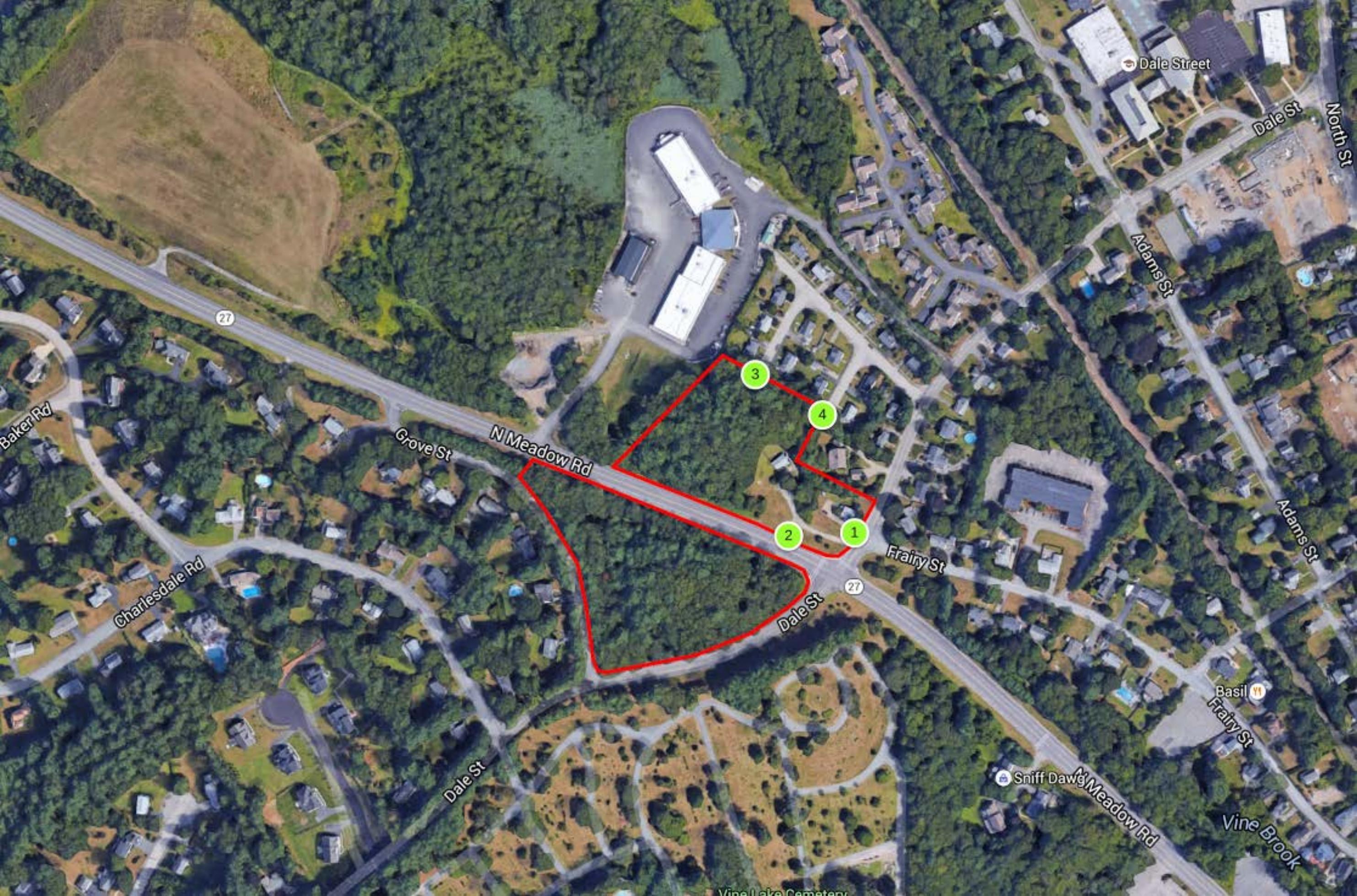
- 

16. Turn left onto Dale St
463 ft

49 Dale Street

Medfield, MA 02052

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Dale Street

Dale St

North St

Adams St

27

Baker Rd

Grove St

N Meadow Rd

3

4

2

1

Frairy St

Adams St

Charlesdale Rd

Dale St

27

Basil

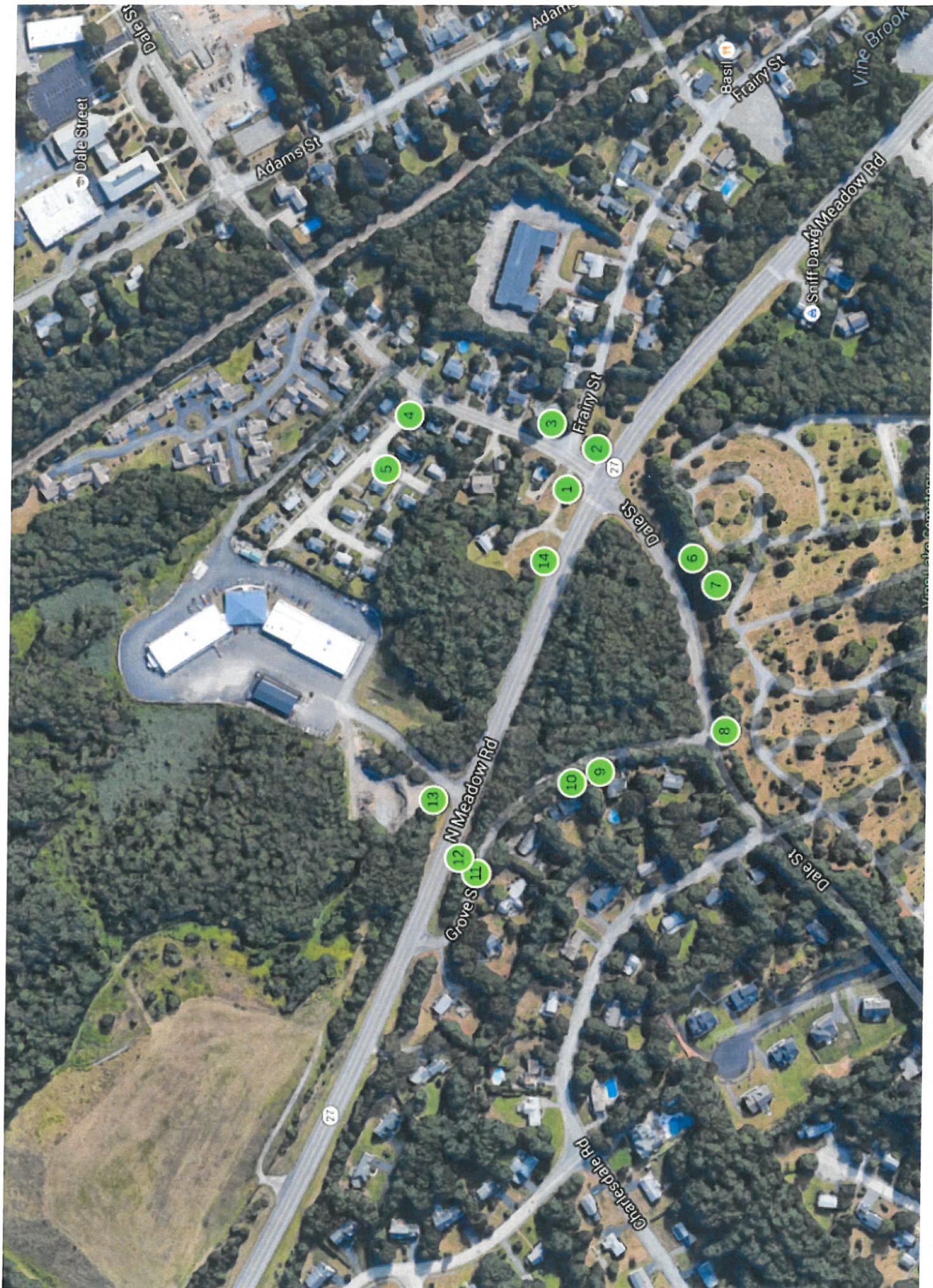
Frairy St

Dale St

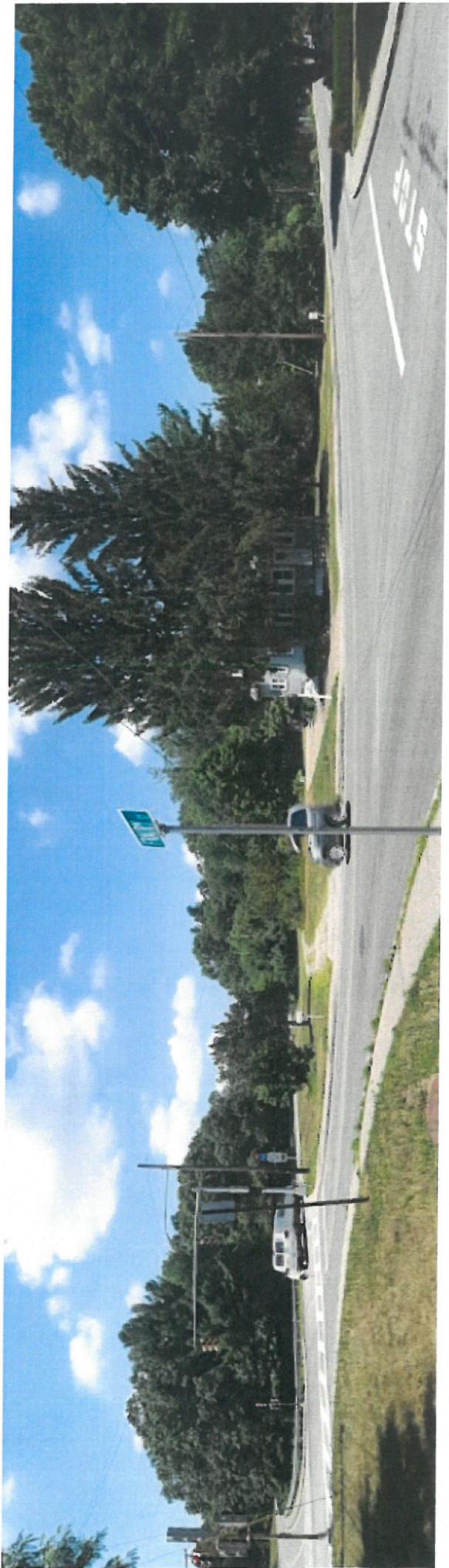
Sniff Daw's Meadow Rd

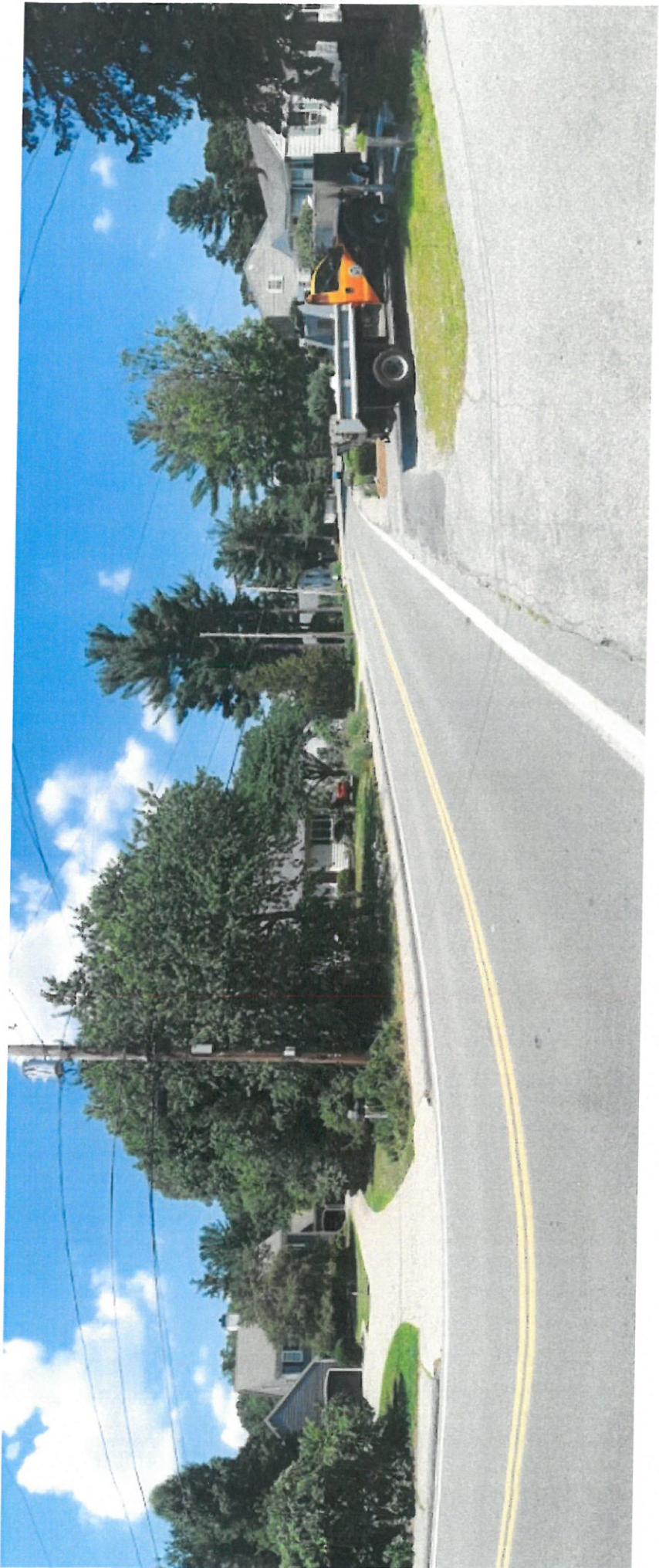
Vine Brook

Vine Lake Cemetery



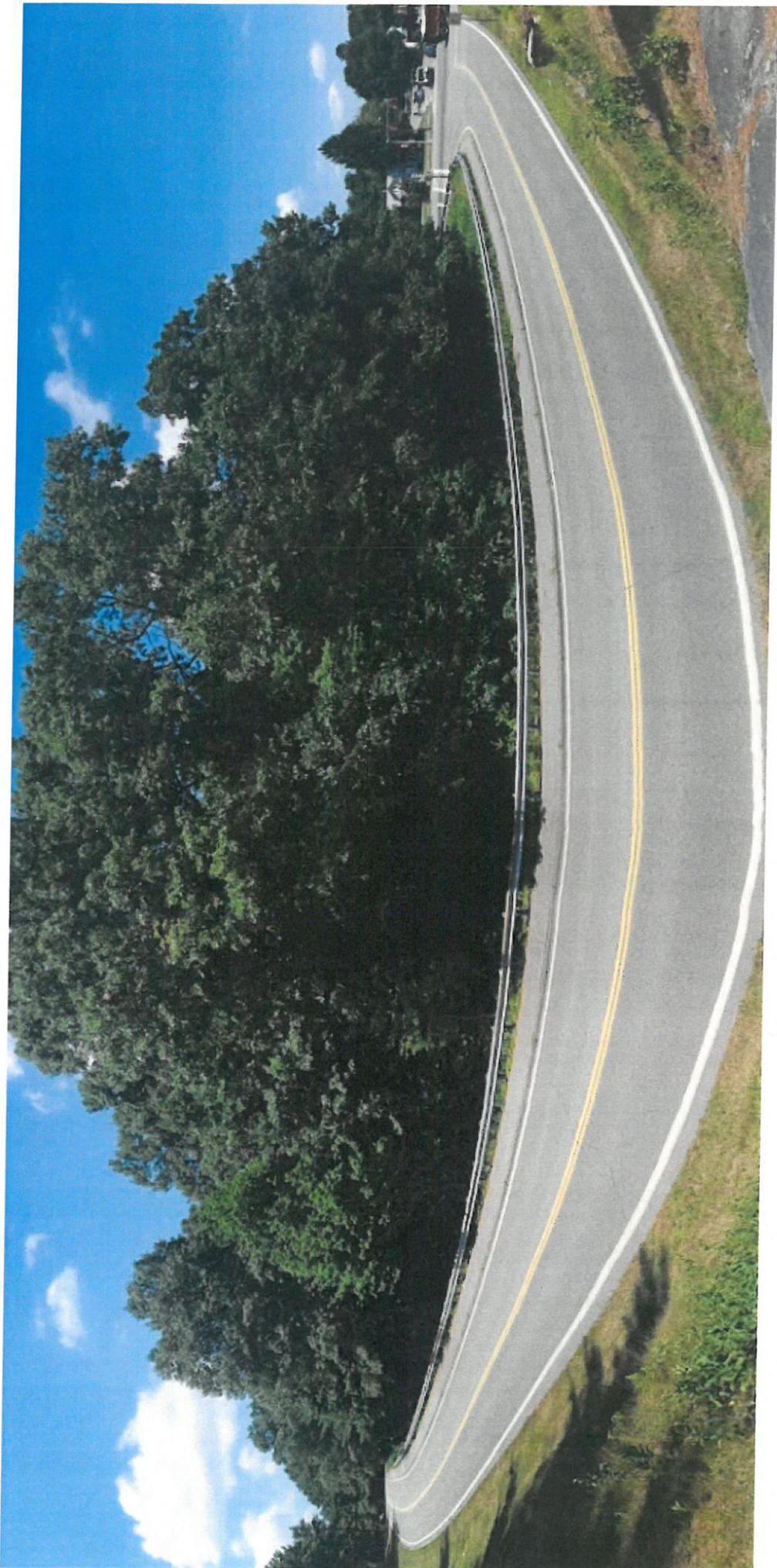


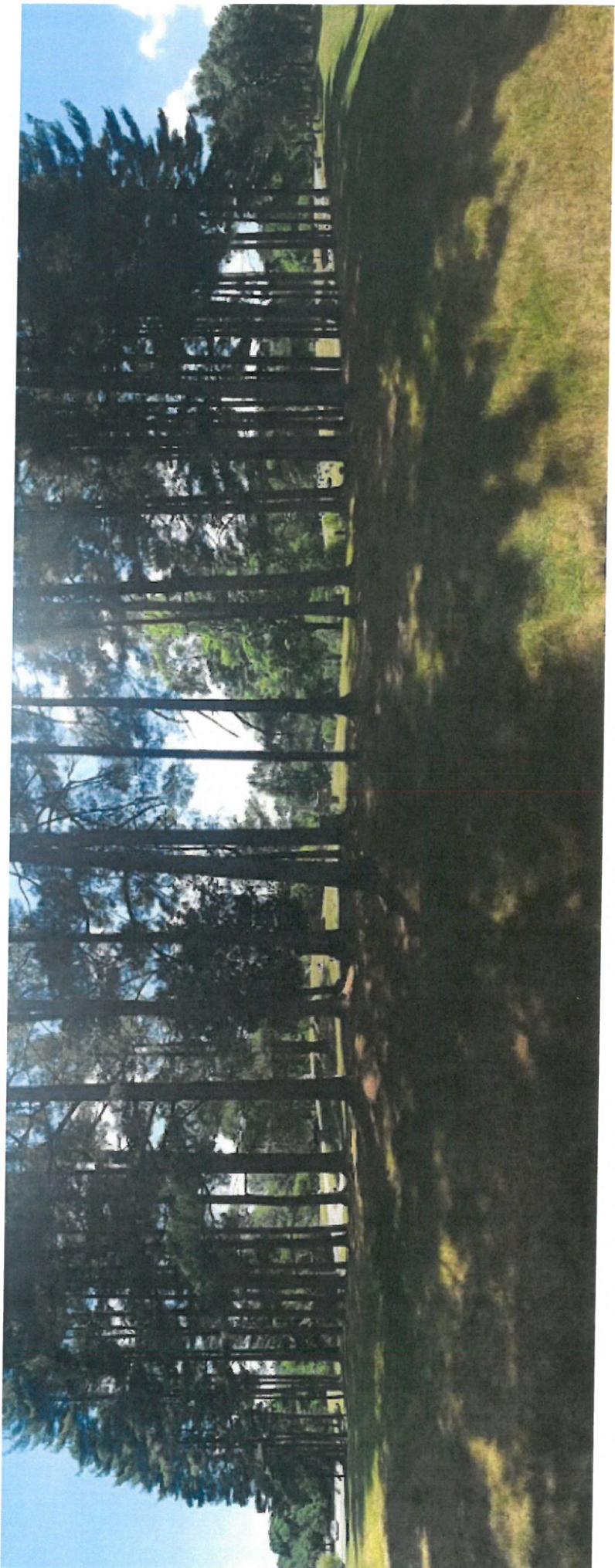




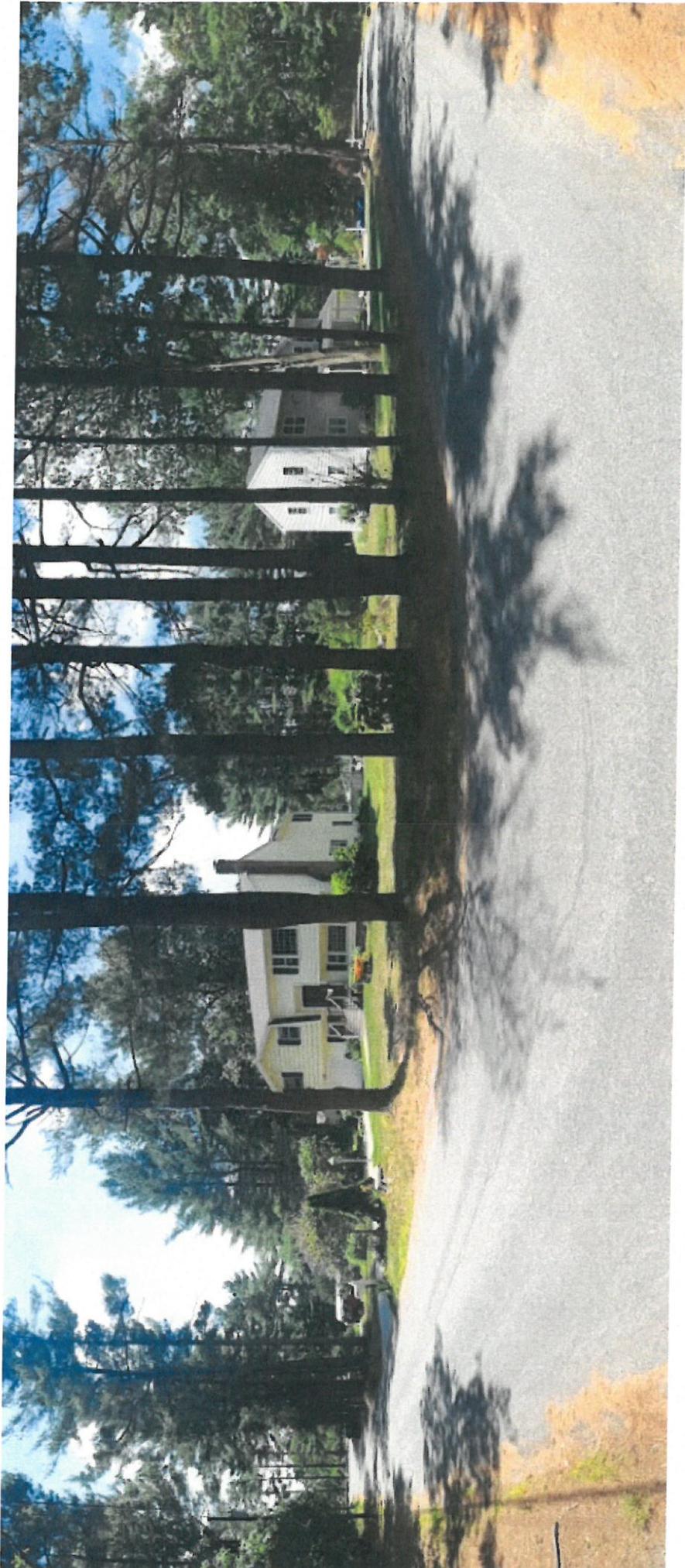


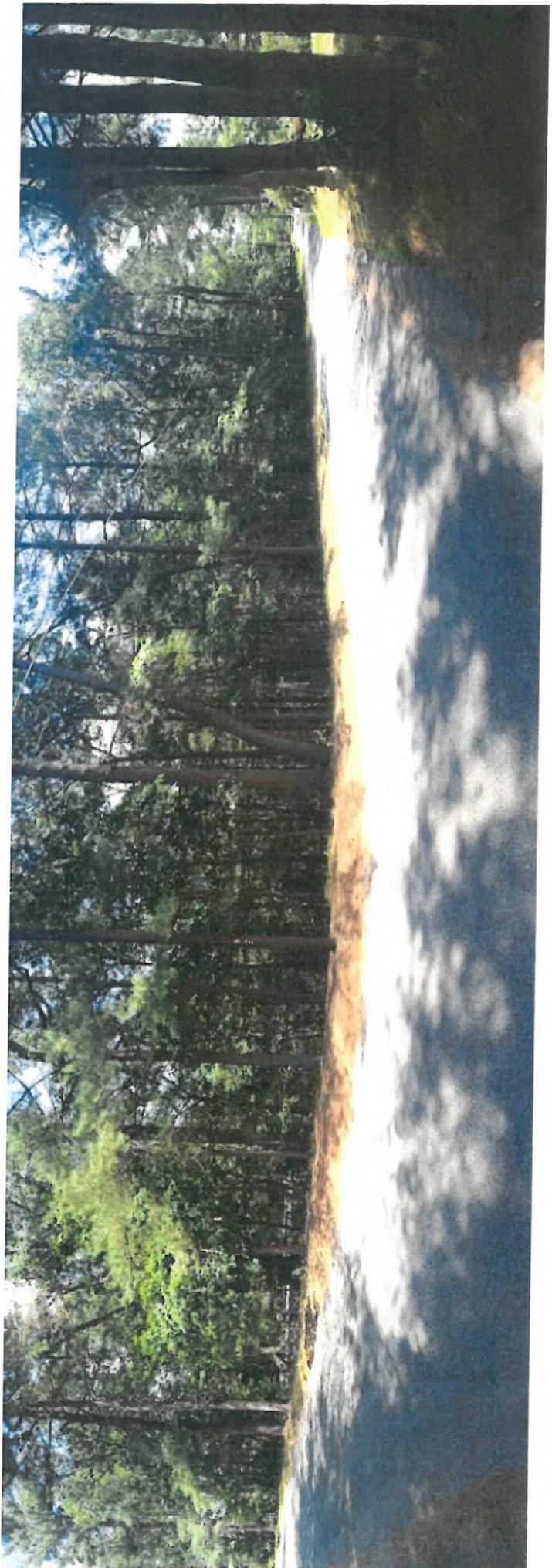








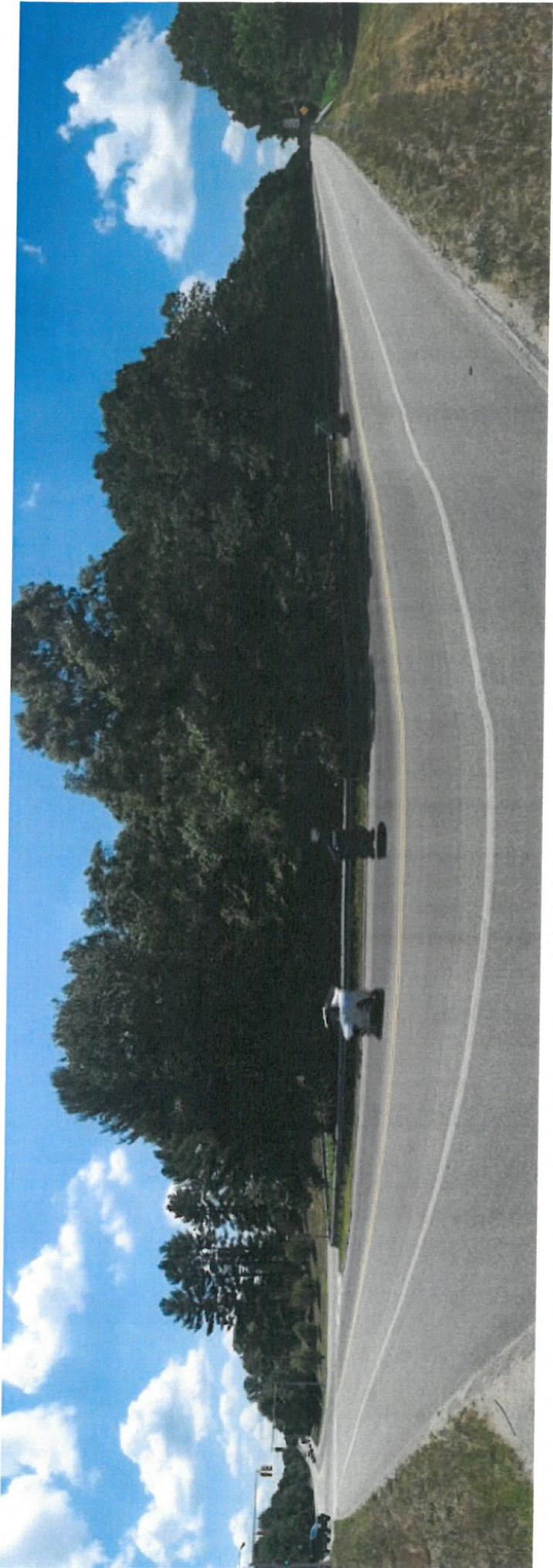












The Applicant is providing a brief summary of the existing conditions in conjunction with the plans submitted by the Applicant's civil engineering firm.

Existing Conditions

The subject site is comprised of three parcels of land located at 49 Dale Street (± 2.96 acres), 41 Dale Street (± 2.93 acres) and 39 Dale Street (± 0.35) in the Town of Medfield, Massachusetts (the "Site") totaling approximately 6.24 acres. The parcels are further described by the Town of Medfield Assessing ID's as 42-18, for 49 Dale Street, 42-19, for 41 Dale Street and 42-71 for 39 Dale Street, respectively. The Box-shaped Site is bisected by North Meadow Road (Rte. 27) and also has frontage on Dale Street to the east and Grove Street to the West. The westerly rear lot line of the 39 Dale Street parcel abuts a portions of the lot line of the 41 Dale Street parcel. The remainder of the Site abuts residential properties to the north, and Town of Medfield facilities to the west. 49 Dale Street portion is encircled by North Meadow Road, Dale and Grove streets. The Site contains two (2) single-family homes with associated driveways, utility services and accessory structures.

Existing topography within the Site ranges from elevation 172 at the center of the 41 Dale Street Side to elevation 145 at the center of 49 Dale Street. Topography along Dale Street and North Meadow Road follows the roadway profiles. The majority of the Site topography contains moderate to steep grades. 49 Dale Street slopes downward along the majority of its perimeter, 41 and 39 Dale Street Sites maintain along driveways and grassed areas near the existing homes contain relatively flat grades.

Under existing conditions, the Site is almost entirely covered by pervious surfaces consisting of wooded and grassed areas with well drained soils consisting of a mixture of sands and loams. Stormwater runoff from the Site flows overland towards the northwesterly portion of the Site, adjacent roadways and abutting properties. Municipal stormwater drainage system is present within the adjacent roadways.

The existing single-family homes on the Site are serviced by municipal water & sewer from Dale Street and private onsite septic systems for treating sewer discharges. Electric, cable, telephone and gas services are available from Dale Street.

The Site is not located within a flood zone, as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Norfolk County, Massachusetts, Map # 25021C0162E, dated July 12, 2012.