

# **Local Initiative Program Application Aura at Medfield**



**50 Peter Kristof Way  
Medfield, MA  
May 3, 2019**

**Submitted by:**

**Mayrock Development LLC  
William Lane Jr, Edward Coolbrith  
40 Van Brunt Ave  
Dedham, MA 02026  
617.908.5684**

**Dean E. Harrison  
Consultant  
59 Lockwood Ave  
Attleboro, MA 02703  
508.813.1388**

**Aura at Medfield  
Local Initiative Application**

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## COVER LETTER



# TOWN OF MEDFIELD

*Office of*

## BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-0315

(508) 359-8505

**KRISTINE TRIERWEILER**  
*Town Administrator*

April 23, 2019

Alana Murphy  
Deputy Associate Director  
Local Initiative Program  
Department of Housing and Community Development  
Suite 300  
100 Cambridge Street  
Boston, MA 02114

RE: Local Initiative Program Application for Comprehensive Permit  
Aura at Medfield  
50 Peter Kristof Way, Medfield

Dear Ms. Murphy:

The Medfield Board of Selectman (BoS) supports the Local Initiative Program (LIP) comprehensive permit application for the proposed development of a 56 unit apartment building at 50 Peter Kristof Way. The BoS unanimously endorsed the enclosed LIP Application at their meeting on February 19, 2019.

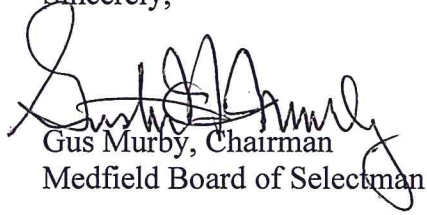
Mayrock Development LLC is proposing the construction of 56 rental units consisting of 31 one-bedroom units, 19 two-bedroom units, and 6 three-bedrooms units; of which 25 percent distributed evenly across one-, two-, and three-bedroom units will be affordable at 80 percent of Area Median Income (AMI). The Developer has met with the Medfield Affordable Housing Trust on October 4, 2018, December 6, 2018, and February 4, 2019 to discuss the proposal. Based on feedback from those meetings, the plans were revised to address comments and concerns regarding vehicular and pedestrian circulation, traffic mitigation, snow storage, building siting and architectural design, and other recommendations made by the Affordable Housing Trust. The Trust voted on February 7, 2019 to endorse the application and recommend approval to the Board of Selectmen. A support letter from the Housing Trust signed by Member Jim Brand is attached to this application.

We are hopeful that the Department of Housing and Community Development will look favorably upon this application and approve the proposed development under the Local Initiative Program. These units will increase Medfield's local housing diversity, which is predominantly comprised of single-family homes for ownership, by increasing the supply of one-, two-, and three-bedroom rental units in an elevator-assisted building. These units will help provide broader housing opportunities within the Town, and the Town will be requesting to exercise Local Preference for 70 percent of the deed-restricted affordable housing units.

Please do not hesitate to contact us if there are any questions or concerns about the application.



Sincerely,



Gus Murby, Chairman  
Medfield Board of Selectman

cc: William Lane Jr., Mayrock Development LLC  
Ed Coolbrith, Mayrock Development LLC  
Vincent J. O'Brien, Esq. Fryer & O'Brien LLC

# PROJECT ELIGIBILITY APPLICATION

**MASSACHUSETTS**  
Department of Housing & Community Development  
**Local Initiative Program**  
**Application for Comprehensive Permit Projects**

**I. GENERAL INFORMATION**

Community: Medfield  
Name of Development: Aura at Medfield  
Site Address: 50 Peter Kristof Way, Medfield, MA 02052  
Developer: Mayrock LLC, William Lane, Ed Coolbrith

1. Type of Housing:  
☐ Single Family house      ☒ Rental  
☐ Condominium              ☐ Age Restricted
  
2. Project Characteristics:  
☒ New Construction   ☐ Conversion  
☐ Rehabilitation              ☐ Other
  
3. Total Acres 4.50      Density of Project (units/acre) 12.5
  
4. Unit Count:  
  
Total Number of Units 56  
Affordable 14  
Market 42
  
5. Unit Prices/Rents:  
Market Rate    \$1,900 (1br), 2,500 (2br), 2,800 (3br)  
Affordable     \$1,520 (1br), 1,825 (2br), 2,109 (3br)

Required Signatures for the  
Comprehensive Permit Project Application

Chief Executive Official      Chair, Local Housing Partnership  
of Municipality:              (if applicable):

Signature: 

Print Name: Gus Murby  
Date: 04/23/19

Signature: 

Print Name: Michael T. Marcucci  
Date: 04/23/19

## II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- ☐ Land donation (dollar value\_\_\_\_\_)
- ☐ Building donation (dollar value\_\_\_\_\_)
- ☒ Marketing assistance
- ☒ Other work by local staff
- ☒ Density increase
- ☐ Waiver of permit fees
- ☐ Other regulatory or administrative relief (specify) \_\_\_\_\_
- ☐ Local funds (cash)  
Amount \$\_\_\_\_\_ Source: \_\_\_\_\_
- ☐ HOME funds
- ☐ Agreement by a lender to provide favorable end-loan financing  
(ownership projects only)
- ☐ Other (specify) \_\_\_\_\_

Briefly explain the contributions: \_\_\_\_\_

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances). The development fits in to the Town's Affordable Housing Production Plan. The Affordable Housing Trust Committee has recommended approval by the Board of Selectmen for a LIP. In addition, the development will continue to assist the Town make progress towards the Town's 10%.

### III. MUNICIPAL CONTACT INFORMATION

#### Chief Elected Official

Name Gus Murby, Chairman  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3012  
Email gmurby1651@gmail.com

#### Town Administrator/Manager

Name Kristine Trierweiler  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3011  
Email ktrierweiler@medfield.net

#### City/Town Planner (if any)

Name Sarah L. Raposa, AICP  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3027  
Email sraposa@medfield.net

#### City/Town Counsel

Name Mark G. Cerel, Esq  
Address 5 North Meadows Road, PO Box 9, Medfield, MA 02052  
Phone 508-359-5536  
Email mcerel@franklin.ma.us

#### Chairman, Local Housing Partnership (if any)

Name Michael Marcucci, Chairman  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3011  
Email sraposa@medfield.net

#### Community Contact Person for this project

Name Sarah L. Raposa, AICP  
Address 459 Main Street, Medfield, MA 02052  
Phone 508-906-3027  
Email selectmanmarcucci@gmail.com

## IV. Development Team – Contact Information

Developers:	(Name)	William Lane Jr, Edward Coolbrith
	(Firm Name)	Mayrock Development LLC
	(Address)	40 Van Brunt Ave
	(City/Town)	Dedham, MA 02026
	(Telephone)	617.908-5684
	(Email)	<a href="mailto:blane@mayrockdev.com">blane@mayrockdev.com</a>
Attorney - Permitting:	(Name)	Vincent J. O'Brien, Esq.
	(Firm Name)	Fryer & O'Brien LLC
	(Address)	9 Whiting Road, P.O. Box 16
	(City/Town)	Dover, MA 02030
	(Telephone)	508.785.1505
	(Email)	<a href="mailto:yobrien@dover-law.com">yobrien@dover-law.com</a>
Attorney – Real Estate:	(Name)	Paul Lane, Esq.
	(Firm Name)	McNamara LLP
	(Address)	9257 Turnpike Road
	(City/Town)	Southborough, MA 01772
	(Telephone)	508.905.1010
	(Email)	<a href="mailto:plane@lanemcnamara.com">plane@lanemcnamara.com</a>
Architect:	(Name)	
	(Firm Name)	CJC Design
	(Address)	356 University Ave
	(City/Town)	Westwood, MA 02090
	(Telephone)	617.224.8952
	(Email)	<a href="mailto:cchiurri@hotmail.com">cchiurri@hotmail.com</a>
Engineer:	(Name)	Daniel J. Merrikin.
	(Firm Name)	Legacy Engineering
	(Address)	730 Main Street, Suite 2C
	(City/Town)	Millis, MA 02054
	(Telephone)	508.376.8883
	(Email)	<a href="mailto:dan@merrikinengineering.com">dan@merrikinengineering.com</a>
Consultant:	(Name)	Dean E. Harrison
	(Firm Name)	Same
	(Address)	59 Lockwood Avenue
	(City/Town)	Attleboro, MA 02703
	(Telephone)	508.813.1388
	(Email)	<a href="mailto:Deanharrison13@outlook.com">Deanharrison13@outlook.com</a>

#### **IV. Development Team – Contact Information**

Contractor:	(Name)	William Lane Jr
	(Firm Name)	Mayrock Development LLC
	(Address)	40 Van Brunt Ave
	(City/Town)	Dedham, MA 02026
	(Telephone)	617.908-5684
	(Email)	<a href="mailto:blane@mayrockdev.com">blane@mayrockdev.com</a>
Marketing/Lottery Agent:	(Name)	TBD
	(Firm Name)	
	(Address)	
	(City/Town)	
	(Telephone)	
	(Email)	

## TEAM EXPERIENCE - DEVELOPER QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Mayrock Development LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	AURA AT WEYMOUTH	24 SYMPHONY ROAD	22 SYMPHONY ROAD	10 SYMPHONY ROAD
Community/Address	35 ROCKWAY AVE, WEYMOUTH, MA	BOSTON, MA	BOSTON, MA	BOSTON, MA
Housing Type	APARTMENTS	APARTMENTS	APARTMENTS	APARTMENTS
Number of Units	42	5	5	4
Total Development Costs	\$12,935,000	\$1,100,000	\$1,100,000	\$750,000
Subsidy Program (if applicable)	N/A	N/A	N/A	N/A
Date Completed	2015	1994	1993	1992
Reference:	JOHN ANDERSON	RICH DOLABANY	RICH DOLABANY	RICH DOLABANY
Name & Telephone #	508-458-1500	617-538-2650	617-538-2650	617-538-2650



2. Contractor: Mayrock Development LLC

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	AURA AT WEYMOUTH	24 SYMPHONY ROAD	22 SYMPHONY ROAD	10 SYMPHONY ROAD
Community/Address	35 ROCKWAY AVE WEYMOUTH, MA	BOSTON, MA	BOSTON, MA	BOSTON, MA
Housing Type	APARTMENTS	APARTMENTS	APARTMENTS	APARTMENTS
Number of Units	42	5	5	4
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Subsidy Program (if applicable)	N/A	N/A	N/A	N/A
Date Completed	2015	1994	1993	1992
Reference: Name & Telephone #	JOHN ANDERSON 508-458-1500	RICH DOLABANY 617-538-2650	RICH DOLABANY 617-538-2650	RICH DOLABANY 617-538-2650

**Dean E. Harrison**  
59 Lockwood Avenue  
Attleboro, MA 02703  
508.813.1388 (cell)

## **SKILL SUMMARY**

Senior manager with extensive experience in real estate development. Skilled in securing federal, state, and local regulatory land-use approvals. Experienced in obtaining financing for multi-family housing and mixed-use developments from financial institutions and investment partners. Excellent background in design, construction, scheduling, and budgeting.

## **EXPERIENCE**

(2015 – Present)

### **Women's Development Corporation, Providence, RI** *Director of Real Estate Development*

- Directs daily operations of Wdc's Development Department which involves the oversight and management of housing and commercial acquisition, development management, financial feasibility, program management as well as federal and state reporting.
- Responsible for all phases of project development from site search and acquisition, to securing funding sources and permitting, through to construction and occupancy
- Reports to the Executive Director regarding the overall Real Estate division, staff management, operational budgets, strategic planning, and reporting to the Real Estate Committee of the Board of Directors
- Secures federal, state and local regulatory land-use approvals.

(2009 -2015)

### **The Neighborhood Corporation, Taunton, MA** *Executive Director*

- Responsible for the overall administration of the Corporation.
- Directing its daily operation, and executing the directives and policies of the Board.
- Serves as the chief program administrator and project manager, which includes overall management of CDC finance administration, staff management, operational budgets, strategic planning, fundraising and reporting to the Board of Directors.
- Duties include housing and commercial acquisition, development management, financial feasibility, program management as well as federal and state reporting.

(2004 –2015)

### **Dean E. Harrison, Consultant, Warwick, RI** *Owner*

- Acquire and permit real estate developments in the Commonwealth.
- Negotiate, analyze, and underwrite real estate transactions with various Local, State agencies and financial institutions.
- Provide consulting services to developers, and governmental bodies regarding zoning, financing and monitoring of affordable housing using various State Housing programs.

- Provide consulting to newly form 501 (c) (3) regarding the planning development and financing housing and commercial opportunities.

(1994-2004)

**The Gatehouse Companies, Mansfield, MA**

***Vice President of Development***

- Managed and monitored ongoing real estate division regarding the developing and financing of multi-family housing totaling over \$206 million.
- Negotiated, analyzed, and underwrote real estate transactions for various investment partners and financial institutions.
- Underwrote financing of multifamily housing developments utilizing multiple federal and state housing subsidies.
- Generated narrative and financial reports for distribution to State agencies, financial institutions and equity partners.

(1988-1994)

**Rhode Island Housing and Mortgage Finance Corporation, Providence, RI**

***Assistant Development Officer***

- Review, analyze, and underwrite tax credit proposals seeking resources through the state's competitive funding cycle under its Qualified Allocation Plan.
- Provide technical assistance to developers, property managers, and other quasi-public agencies and governmental bodies regarding program guidelines and industry practices.
- Compile and complete required IRS documentation to ensure accurate and timely compliance with Section 42 of the Internal Revenue Code.
- Perform administrative tasks associated with monitoring program activity to protect the state's annual tax credits allocation.

**EDUCATION**

**UNIVERSITY OF RHODE ISLAND, Kingston, RI**

**Bachelor of Resource Development - May 1987**

Major: Landscape Architecture

**G.P.A. 3.00**

**COMPUTER  
SKILLS**

**Microsoft Word, Excel, and PowerPoint**

Development List\*

<u>Name/Location</u>	<u>Development Type</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Baron Lofts Apts. Taunton, MA	Mixed-use	6 residential/ Office space/Art Gallery	Neighborhood Stabilization Funds GATHC HOME Funds Bristol County Saving Bank	\$1,500,000
Barrington Cove Apts. Barrington, RI	Multi-family Senior	60	Rhode Island Housing and Mortgage Finance Corp.	\$6,422,028
Brook Ave Cooperatives Boston, MA	Multi-family Family	36	MHIC/MHP Commonwealth of Massachusetts City of Boston	\$7,150,000
Cedar Forest Apts. Tampa, FL	Multi-family Family	200	Neighborhood Landing Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$14,597,773
Cherry Hill II Plymouth, MA	Mixed-use	35 Eldery Residential/ 5,000 sqft Office	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank. Verizion Capital	\$12,162,045
Chestnut Farm Apartments Raynham, MA (Comprehensive Permit)	Multi-family Family	240	MassMutual Commonwealth of Massachusetts John Hancock	\$32,365,000
The Crossings at Indian Run Stuart, FL	Multi-family Family	344	Florida Housing Finance Agency First Union National Bank	\$23,551,018
Dean Street Studios Providence, RI	Enhanced SRO Under Construction	51	Rhode Island Housing Coastway Bank Federal Home Loan Bank	\$9,036,326
Franklin Commons Apartments Franklin, MA (Comprehensive Permit)	Multi-family Family	96	MHIC/MHP Commonwealth of Massachusetts John Hancock	\$14,315,000
The Groves Middleborough, MA (Comprehensive Permit)	Multi-family (Condominiums)	52	Rockland Trust Bank.	\$11,846,421
Nantucket Bay Apartments Temple Terrace, FL	Multi-family Senior	180	First Housing Development Corp. Florida Housing Finance Corp. Hillsborough County	\$12,488,918
Newport Landing Apartments Tampa, Florida	Multi-family Family	122	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,614,343
The Preserve Walpole, MA (Comprehensive Permit)	Multi-family Family	300	MassHousing Commonwealth of Massachusetts	\$44,859,138
The Residences at the Grove Middleborough, MA (Comprehensive Permit)	Multi-family Family	36	Massachusetts Housing Partnership Commonwealth of Massachusetts Rockland Trust Bank. J.P Morgan	\$7,485,000
The Rosemary Village Scattered Sites West Palm Beach, FL	Family (Single Family Homes)	53	First Housing Development Corp. City of West Palm Beach	\$6,247,838
Sajda Garderns West Boylston, MA (Comprehensive Permit)	Multi-family Family (Under construction)	80	Massachusetts Housing Partnership Middlesex Saving Bank	\$10,889,366
Shannock Falls Scattered Sites Richmond/Charlestown, RI	Multi-family (Permitted)	43	Rhode Island Housing Citizens Bank CREA Equity	\$13,042,086
Shoe Shop Place Middleborough, MA (Comprehensive Permit)	Multi-family Mixed Income (Under construction)	25	Massachusetts Housing Partnership Commonwealth of Massachusetts Bank of America	\$9,615,930
Somerset Woods Dighton, MA (Comprehensive Permit)	Multi-family Mixed Income (Permitted)	240	Massachusetts Housing Partnership	\$10,854,366
Springbrook Commons Apts. West Palm Beach, FL	Multi-family Family	144	Boston Capital Mortgage Corp. Florida Housing Finance Agency	\$10,569,860

Williams Landing Apartments Tampa, FL	Multi-family Family	144	Neighborhood Lending Partners, Inc. Florida Housing Finance Corporation Hillsborough County	\$11,323,337
Willis Apartments New Bedford, MA	Multi-family Veterans (Permitted)	30	Commonwealth of Massachusetts CEDAC	\$7,920,184
Willow Trace Apartments Plainville, MA (Comprehensive Permit)	Multi-family Family	88	First Union National Bank Commonwealth of Massachusetts	\$10,506,202
<b>Totals</b>		<b>2,605</b>		<b>\$300,362,179</b>

#### HISTORIC PROPERTIES

<u>Name/Location</u>	<u>Resident Profile</u>	<u># of Units</u>	<u>Financing</u>	<u>Development Cost</u>
Barrington Cove Apartments Barrington, RI	Multi-family Senior	60	Rhode Island Housing and Mortgage Finance Corp	\$ 6,422,028
Carlton Court Apts Providence, RI	Multi-family Senior	46	Rhode Island Housing and Mortgage Finance Corp	\$ 2,492,979
Clarke School Apartments Newport, RI	Multi-family Senior	56	Rhode Island Housing and Mortgage Finance Corp	\$ 5,499,605
<b>Total</b>		<b>162</b>		<b>\$14,414,612</b>

Note: \*Involved in the various phase of development - acquisition, permitting, financing and construction of the development.

#### SPECIALIZED HOUSING - NON-PROFIT

The Arc of Fall River Scattered Sites	Special needs	19	MassHousing, DMH, DMR	\$ 1,645,000
Cape Head injured Person's Housing Hyannis, MA	Head Injury	20	MassHousing, HIF, AHTF Bank North	\$ 1,956,000
		<b>39</b>		<b>\$3,601,000</b>

#### MASSACHUSETTS HOUSING PARTNERSHIP 40B Technical Assistances

<u>Community</u>	<u>Retained by:</u>	<u>Community Type</u>
Northborough	MHP	Condominiums
Scituate	MHP	Condominiums
Hingham - 2 projects	MHP - 1, Town - 1	Condominiums
Grafton - 3 projects	MHP - 1, Town - 2	Condominiums
Duxbury	MHP	Condominiums
Douglas	MHP	Condominiums
Yarmouth	MHP	Condominiums
Berkley	MHP	Condominiums
North Dartmouth	MHP	Condominiums
Hamilton	Town	Condominiums
Lynnfield	Town	Condominiums

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? ☒ Yes ☐ No

If yes, please explain. The Housing Consultant has over 30 years experience in the permitting, development, financing and construction of affordable housing. See attached resumes for Attorney and Housing Consultant

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? ☐ Yes ☒ No

If yes, please explain. \_\_\_\_\_

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Owner/Manager (Title) of Mayrock Development LLC (Legal Name of Applicant) and that the information requested below for the project known as Aura at Medfield (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer William A. Kemp

Date 4/30/19

## V. PROJECT INFORMATION

1.	Type of Housing	Total number of units
	Single Family House	_____
	Condo	_____
	Rental	56
	Other	_____

2. Total Number of Units 56 Affordable 14 Market 42

3.	Project Style	Total number of units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	56
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes ☐ No ☒  
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:

Buildings 11% Parking & Paved Areas 19%  
 Usable Open Space 37% Unusable Open Space 33%

6. Is any portion of the project designed for non-residential use? Yes  
 If yes, explain the non-residential uses. A portion of the building will include space for the local American Legion.

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles? The 10 sustainable development principles are: concentrate development and mix uses; advance equity; make efficient decisions; protect land and ecosystems; use natural resources wisely; expand housing opportunities; provide transportation choice; increase job and business opportunities; promote clean energy; and plan regionally. The project is in keeping with each of these principles. The site is serviced by existing infrastructure (Town roads, Town water and sewer) and located near the center of town (1.2 miles), thereby promoting compact development and proximity to the town center. The site is ideally situated for residential because the surrounding area is developed and lies within walking distance of community services (Goddard School, doctor offices, Wills Hardware Inc, other retail). The property does include wetlands. The affordable housing units would satisfy a regional need for low- or moderate-income housing that is particularly acute in southeastern Massachusetts, where most of the towns are significantly below the 10% goal for affordable housing units set by Chapter 40B. The project would be permitted through a comprehensive permit issued under Chapter 40B, thereby providing a process for

more efficient decision-making whereby the Board of Appeals is the sole permit-granting authority for local bylaws and regulations. The apartments will be equipped with energy-star appliances; in addition, the project will be developed in a way to address concerns with energy efficiency in other ways. For instance, the commercial uses close to the project will include businesses that are useful to residents (grocery stores and so on) in order to prevent unnecessary vehicle trips.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will contain Energy Star Appliances, low water usage plumbing fixtures, enhanced insulation, windows and HVAC equipment that are energy efficient.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

The project will use low water usage plumbing fixtures, enhanced insulation, windows and HVAC equipment that are energy efficient. In addition, the project will use low VOC paints and other green material throughout construction.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

☐ Yes ☒ No If yes, explain. \_\_\_\_\_

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? ☐ Yes ☒ No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? ☐ Yes ☒ No

If yes, explain. \_\_\_\_\_



# 10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	6	1	1	850	NA	\$1,520	NA	<input checked="" type="checkbox"/> # 1
	5	2	1.5	1350	NA	\$1,825	NA	<input checked="" type="checkbox"/> # 1
	3	3	2	1350	NA	\$2,109	NA	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	25	1	1	850	NA	1,900	NA	<input checked="" type="checkbox"/> # 1
	14	2	1.5	1350	NA	2,500	NA	<input type="checkbox"/> # _____
	3	3	2	1350	NA	2,800	NA	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 4.5 Total Buildable Acreage 3.015

2. Describe the current and prior uses of the subject site: Local American Legion Post Building

Existing buildings on site? Yes ☒ No ☐

If yes, describe plans for these buildings: Demolished

3. Current Zoning Classification:

Residential Residential Suburban (minimum lot size) 20,000 sqft

Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes ☒ No ☐ If yes, how many acres are wetlands? 1.49

If yes, attach map of site noting wetland areas.

Is map attached? ☒ Yes ☐ No

5. Is the site located within a designated flood hazard area?

Yes ☒ No ☐

If yes, please attach a map of the site with flood plain designations.

Is map attached? ☒ Yes ☐ No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes ☐ No ☒

7. Is the site within a Historic District? Yes ☐ No ☒

If yes, describe the architectural, structural and landscape features of the area: \_\_\_\_\_

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes ☐ No ☒ If yes, please explain: \_\_\_\_\_

9. ☒ Indicate which utilities are available to the site:

Public Sewer ☒

Private Septic ☐

Public Streets ☒

Public Water ☒

Private Wells ☐

Private Ways ☐

Natural Gas ☒

Electricity ☒

On-site Sewer Treatment Facility ☐

Other ☐ Explain: \_\_\_\_\_

10. Describe any known or suspected hazardous waste sites on or within a ½ mile radius of the project site. None that the Developer is aware of at this time.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. ☒ Yes ☐ No

12. What waivers will be requested under the comprehensive permit? TBD

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. ☐ Owned by Developer \_\_\_\_\_

B. ☒ Under Purchase and Sale Agreement \_\_\_\_\_

C. ☐ Under Option \_\_\_\_\_

Seller: American Legion Post #110

Buyer: Mayrock Development LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain: No

Date of Agreement 10/02/18

Expiration Date 10/30/19

Extensions granted? Yes ☐ No ☒

Date of Extension \_\_\_\_\_

Purchase Price \$1,150,000

## VII. DESIGN AND CONSTRUCTION

### 1. **Drawings**

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- ☐ Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- ☐ Dwelling unit distribution by floor, size, and bedroom/bath number
- ☐ Square footage breakdown of commercial, residential, community, and other usage in the buildings
- ☐ Number of parking spaces

**Site plan showing:**

- ☐ Lot lines, streets, and existing buildings
- ☐ Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- ☐ Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- ☐ Wetlands, contours, ledge, and other environmental constraints
- ☐ Identification of affordable units
- ☐ Identification of handicapped accessible units.
- ☐ Sidewalks and recreational paths
- ☐ Site improvements, including landscaping
- ☐ Flood plain (if applicable)

**Utilities plan showing:**

- ☐ Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- ☐ Typical building plan
- ☐ Typical unit plan for each unit type with square footage tabulation
- ☐ Typical unit plan for each accessible unit type with square footage tabulation
- ☐ Elevation, section, perspective, or photograph
- ☐ Typical wall section

2. Construction Information

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	42	14	Unfinished	42	14
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	_____	Outdoor	72	25
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	42	14	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel: ☐ Oil ☐ Gas ☒ Electric ☐ Other

Distribution method (air, water, steam, etc.): Air

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:

The project will contain Energy Star Appliances, low water usage plumbing fixtures, enhanced insulation, windows and HVAC equipment that are energy efficient.

Modular Construction

If modular construction will be used, explain here:

NA

Amenities

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

Yes

## VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood.

The surrounding uses is a mix of commercial and residential properties (multi and single family).

2. What is the prevailing zoning in the surrounding neighborhood?

Residential Suburban, Business Industrial and Residential Urban

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

The development is compatible with the mix uses in the surrounding area.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

The development is located within walking distance to local services and approximately 2 of mile to other nearby amenities and services, in, shopping, schools, recreation, municipal office, churches other downtown amenities and services

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

The development contributes to smart growth development by being a concentrated development on previously developed land that is serviced by existing infrastructure.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

Medfield is in the service area for the MBTA RIDE service which provides transportation to the area and surrounding communities. In addition, the site is located approximately 5 to 6 miles to the Walpole commuter lines.

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: No

Describe the form of financial surety to be used to secure the completion of cost certification for this project Cash or Cash Equivalent

## Section 3

# SOURCES AND USES OF FUNDS

### Sources of Funds

**Private Equity:**

81 . Developer's Cash Equity	\$3,120,305
82 . Tax Credit Equity (net amount) <i>(See line 360, Section 5, page 18.)</i>	\$0
83 . Developer's Fee/Overhead, Contributed or Loaned	\$1,567,894
84 . Other Source:	\$0

*Optional user calculations*


**Public Equity:**

85 . HOME Funds, as Grant	\$
86 . Grant: Local CPA	\$0
87 . Grant:	\$
88 . Total Public Equity	\$0

**Subordinate Debt (see definition):**

	Amount	Rate	Amortiz	Term
89 . Home Funds-DHCD, as Subordinate Debt	\$0	0.00%		
Source:				
90 . Home Funds-Local, as Subordinate Debt	\$0	0.00%		
Source:				
91 . Subordinate Debt	\$0	0.00%		
Source:				
92 . Subordinate Debt	\$0	%	yrs.	yrs.
Source:				
93 . Subordinate Debt	\$0	%	yrs.	yrs.
Source:				
94 . Total Subordinate Debt	\$0			

**Permanent Debt (Senior):**

	Amount	Rate	Override	Amortiz	Term	MIP
95 . MHFA MHFA Program 1	\$	%	%	yrs.	yrs.	%
96 . MHFA MHFA Program 2	\$	%	%	yrs.	yrs.	%
97 . MHP Fund Permanent Loan	\$	%		yrs.	yrs.	%
98 . Other Permanent Senior Mortgage	\$12,000,000	4.50%		30.00	20.00	%
Source: Rockland Credit Union						
99 . Other Permanent Senior Mortgage	\$	%		yrs.	yrs.	%
Source:						
100 . Total Permanent Senior Debt	\$12,000,000		DSCR:	1.25		
101 . Total Permanent Sources	\$16,688,199		Surplus/(Gap):	\$0		

**Construction Period Financing:**

	Amount	Rate	Term
102 . Construction Loan	\$12,000,000	4.50%	18.0
Source: TBD			
Repaid at: Conversion	(event)		
103 . Other Interim Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		
104 . Syndication Bridge Loan	\$0	%	mos.
Source:			
Repaid at:	(event)		



## Uses of Funds

The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.

**Direct Construction:**

105 .	Who prepared the estimates?	William Lane	
		Name	Signature
106 .	Basis for estimates?	Similar Developments	

	DV	Trade Item	Amount	Description
107 .	3	Concrete	\$345,835	
108 .	4	Masonry	\$0	
109 .	5	Metals	\$140,000	
110 .	6	Rough Carpentry	\$1,400,000	
111 .	6	Finish Carpentry	\$280,000	
112 .	7	Waterproofing	\$25,000	
113 .	7	Insulation	\$168,000	
114 .	7	Roofing	\$336,000	
115 .	7	Sheet Metal and Flashing	\$25,000	
116 .	7	Exterior Siding	\$672,000	
117 .	8	Doors	\$425,600	
118 .	8	Windows	\$280,000	
119 .	8	Glass	\$24,000	
120 .	9	Lath & Plaster	\$0	
121 .	9	Drywall	\$392,000	
122 .	9	Tile Work	\$140,000	
123 .	9	Acoustical	\$56,000	
124 .	9	Wood Flooring	\$84,000	
125 .	9	Resilient Flooring	\$252,000	
126 .	9	Carpet	\$224,000	
127 .	9	Paint & Decorating	\$84,000	
128 .	10	Specialties	\$26,000	
129 .	11	Special Equipment	\$44,000	
130 .	11	Cabinets	\$294,000	
131 .	11	Appliances	\$140,000	
132 .	12	Blinds & Shades	\$33,600	
133 .	13	Modular/Manufactured	\$2,500	
134 .	13	Special Construction	\$56,000	
135 .	14	Elevators or Conveying Syst.	\$275,000	
136 .	15	Plumbing & Hot Water	\$560,000	
137 .	15	Heat & Ventilation	\$736,000	
138 .	15	Air Conditioning	\$160,000	
139 .	15	Fire Protection	\$420,000	
140 .	16	Electrical	\$1,036,000	
141 .		Accessory Buildings	\$0	
142 .		Other/misc	\$225,000	
143 .		<b>Subtotal Structural</b>	<b>\$9,361,535</b>	
144 .	2	Earth Work	\$350,000	
145 .	2	Site Utilities	\$85,000	
146 .	2	Roads & Walks	\$81,000	
147 .	2	Site Improvement	\$134,000	
148 .	2	Lawns & Planting	\$45,000	
149 .	2	Geotechnical Conditions	\$25,000	
150 .	2	Environmental Remediation	\$15,000	
151 .	2	Demolition	\$75,000	
152 .	2	Unusual Site Cond	\$0	
153 .		<b>Subtotal Site Work</b>	<b>\$810,000</b>	
154 .		<b>Total Improvements</b>	<b>\$10,171,535</b>	
155 .	1	General Conditions	\$203,431	2%
156 .		<b>Subtotal</b>	<b>\$10,374,966</b>	
157 .	1	Builders Overhead	\$622,498	6%
158 .	1	Builders Profit	\$622,498	6%
159 .		<b>TOTAL</b>	<b>\$11,619,962</b>	
160	Total Cost/square foot:		\$166.00	Residential Cost/s.f.: \$166.00

**Development Budget:**

	<i>Total</i>	<i>Residential</i>	<i>Commercial</i>	<i>Comments</i>
161 . Acquisition: Land	\$0	\$0		
162 . Acquisition: Building	\$1,150,000	\$1,150,000		
163 . <b>Acquisition Subtotal</b>	\$1,150,000	\$1,150,000	\$0	
164 . Direct Construction Budget	\$11,619,962	\$11,619,962		(from line 159)
165 . Construction Contingency	\$871,497	\$871,497.12		7.5% of construction
166 . <b>Subtotal: Construction</b>	\$12,491,459	\$12,491,459	\$0	

**General Development Costs:**

167 . Architecture & Engineering	\$350,000	\$350,000		
168 . Survey and Permits	\$80,000	\$80,000		
169 . I&I Sewer Connections	\$10,000	\$10,000		
170 . Civil/Environmental Engineer	\$40,000	\$40,000		
171 . Bond Premium	\$25,000	\$25,000		
172 . Legal	\$25,000	\$25,000		
173 . Title and Recording	\$20,000	\$20,000		
174 . Accounting & Cost Cert.	\$17,500	\$17,500		
175 . Marketing and Rent Up	\$75,000	\$75,000		
176 . Real Estate Taxes	\$50,000	\$50,000		
177 . Insurance	\$35,000	\$35,000		
178 . Relocation	\$0	\$0		
179 . Appraisal/Market Study	\$15,000	\$15,000		
180 . Security	\$0	\$0		
181 . Construction Loan Interest	\$300,000	\$300,000		
182 . Inspecting Engineer	\$0	\$0		
183 . Fees to: Lender's	\$45,000	\$45,000		
184 . Fees to: DHCD	\$6,800	\$6,800		
185 . MIP	\$0	\$0		
186 . Credit Enhancement Fees	\$0	\$0		
187 . Letter of Credit Fees	\$0	\$0		
188 . Other:	\$0	\$0		
189 . Development Consultant	\$0	\$0		
190 . Other: Maint/Util	\$0	\$0		
191 . Other:	\$0	\$0		
192 . Soft Cost Contingency	\$100,000	\$100,000		9.1% of soft costs
193 . <b>Subtotal: Gen. Dev.</b>	\$1,194,300	\$1,194,300	\$0	

194 . <b>Subtotal: Acquis., Const., and Gen. Dev.</b>	\$14,835,759	\$14,835,759	\$0
---	--------------	--------------	-----

195 . Capitalized Reserves	\$284,546	\$284,546		3 months of debt and operating expenses
196 . Developer Overhead	\$783,947	\$783,947		
197 . Developer Fee	\$783,947	\$783,947		

198 . <b>Total Development Cost</b>	\$16,688,199	\$16,688,199	\$0	<b>TDC per unit</b> \$298,003.55
-------------------------------------	--------------	--------------	-----	----------------------------------

199 . <b>TDC, Net</b>	\$14,835,759	\$14,835,759	\$0	<b>TDC, Net per unit</b> \$264,924.26
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Surplus/(Gap): (\$0)

## Section 4

# OPERATING PRO-FORMA

### Operating Income

#### Rent Schedule:

	<i>Contract Rent</i>	<i>Utility Allowance</i>	<i>Total Gross Rent</i>	<i>No. of Units</i>
200 . Low-Income (Rental Assisted):				
SRO			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
3 bedrooms			\$0	
4 bedrooms			\$0	
201 . Low-Income (below 50%):				
SRO			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
3 bedrooms			\$0	
4 bedrooms			\$0	
202 . Low-Income (below 60%):				
SRO			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
2 bedrooms			\$0	
3 bedrooms			\$0	
4 bedrooms			\$0	
203 . Other Income 80%	Below 80% of the median income for the region			
SRO			\$0	
1 bedrooms	\$1,520		\$1,520	6
2 bedrooms	\$1,825		\$1,825	5
3 bedrooms	\$2,109		\$2,109	3
4 bedrooms			\$0	
5 bedrooms			\$0	
204 . Market Rate (unrestricted occupancy):				
SRO				
1 bedrooms	\$1,900			25
2 bedrooms	\$2,500			14
3 bedrooms	\$2,800			3
4 bedrooms				
5 bedrooms				

#### Commercial Income:

205 . Square Feet:  @  /square foot =

#### Parking Income:

206 . Spaces:  @  /month x 12 =

**Other Operating Income Assumptions:**

207 . Laundry Income (annual):

\$ -

*Optional user calculations*

208 . Other Income:a.

b.

c.

d.

e.

f.

**Vacancy Allowance:**

209 . Low-Income (Rental Assistance)

210 . Low-Income (below 50%)

211 . Low-Income (below 60%)

212 . Other Income 80%

213 . Market Rate

214 . Commercial

**Trending Assumptions for Rents:**

215 . Low-Income (Rental Assistance)

216 . Low-Income (below 50%)

217 . Low-Income (below 60%)

218 . Other Income 80%

219 . Market Rate

220 . Commercial Space Rental

221 . Laundry Income

222 a Other Income -

b Other Income -

c Other Income -

d Other Income -

e Other Income -

f Other Income -

Year 2

Year 3

Years 4-5

Years 6-20

3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
3.0%	3.0%	3.0%	3.0%
%	%	%	%
0.0%	0.0%	0.0%	0.0%
0.0%	0.0%	0.0%	0.0%
0.0%	0.0%	0.0%	0.0%
%	%	%	%
%	%	%	%
%	%	%	%
%	%	%	%

**Operating Subsidy and Capitalized Operating Reserves:**

223 . Subsidy Source I .....

224 . Subsidy Source II .....

225 . Capitalized Operating Reserve Amount:

\$

Source:

226 . Yearly Draws on Subsidies and Reserves:

	<i>Subsidy Source I</i>	<i>Subsidy Source II</i>	<i>Draw on Oper. Reserve</i>
Year 1	\$	\$	\$
Year 2	\$	\$	\$
Year 3	\$	\$	\$
Year 4	\$	\$	\$
Year 5	\$	\$	\$
Year 6	\$	\$	\$
Year 7	\$	\$	\$
Year 8	\$	\$	\$
Year 9	\$	\$	\$
Year 10	\$	\$	\$
Year 11	\$	\$	\$
Year 12	\$	\$	\$
Year 13	\$	\$	\$
Year 14	\$	\$	\$
Year 15	\$	\$	\$
Year 16	\$	\$	\$
Year 17	\$	\$	\$
Year 18	\$	\$	\$
Year 19	\$	\$	\$
Year 20	\$	\$	\$
Year 21	\$	\$	\$

227 . Annual Operating Income (year 1)

\$1,322,278

Operating Expenses				
Annual Operating Exp.:	Total	Residential	Commercial	Comments
228 . Management Fee	\$79,337	\$79,337		6%
229 . Payroll, Administrative	\$20,000	\$20,000		
230 . Payroll Taxes & Benefits, Admin.	\$4,000	\$4,000		
231 . Legal	\$1,500	\$1,500		
232 . Audit	\$8,000	\$8,000		
233 . Marketing	\$2,000	\$2,000		
234 . Telephone	\$0			
235 . Office Supplies	\$1,500	\$1,500		
236 . Accounting & Data Processing	\$0			
237 . Investor Servicing	\$0			
238 . DHCD Monitoring Fee	\$5,100	\$5,100		
239 . Other:	\$0			
240 . Other:	\$0	\$0		
241 . <b>Subtotal: Administrative</b>	\$42,100	\$42,100	\$0	
242 . Payroll, Maintenance	\$20,000	\$20,000		
243 . Payroll Taxes & Benefits, Admin.	\$4,000	\$4,000		
244 . Janitorial Materials	\$2,500	\$2,500		
245 . Landscaping	\$5,000	\$5,000		
246 . Decorating (inter. only)	\$0			
247 . Repairs (inter. & ext.)	\$4,500	\$4,500		
248 . Elevator Contract	\$5,000	\$5,000		
249 . Trash Removal	\$6,000	\$6,000		
250 . Snow Removal	\$3,000	\$3,000		
251 . Extermination	\$1,500	\$1,500		
252 . Recreation	\$0			
253 .	\$0	\$0		
254 . <b>Subtotal: Maintenance</b>	\$51,500	\$51,500	\$0	
255 . <b>Resident Services</b>	\$0	\$0		
256 . <b>Security</b>	\$0	\$0		
257 . Electricity	\$4,500	\$4,500		Common Area
258 . Natural Gas	\$4,500	\$4,500		
259 . Oil	\$0			
260 . Water & Sewer	\$10,000	\$10,000		
261 . <b>Subtotal: Utilities</b>	\$19,000	\$19,000	\$0	
262 . <b>Replacement Reserve</b>	\$19,600	\$19,600		
263 . <b>Operating Reserve</b>	\$0			
264 . Real Estate Taxes	\$175,000	\$175,000		
265 . Other Taxes	\$0			
266 . Insurance	\$22,020	\$22,020		
267 . MIP	\$0			
268 . Other:	\$0			
269 . <b>Subtotal: Taxes, Insurance</b>	\$197,020	\$197,020	\$0	
270 . <b>TOTAL EXPENSES</b>	\$408,557	\$408,557	\$0	

O/E per unit/yr.: \$7,295.66

**Other Operating Expense Assumptions****Trending Assumptions for Expenses**

	<i>Year 2</i>	<i>Year 3</i>	<i>Years 4-5</i>	<i>Years 6-20</i>
271 . Sewer & Water .....	4.0%	4.0%	4.0%	4.0%
272 . Real Estate Taxes .....	2.5%	2.5%	2.5%	2.5%
273 . All Other Operating Expenses .....	3.0%	3.0%	3.0%	3.0%

**Reserve Requirements:**

274 . Replacement Reserve Requirement .....	\$350.00	per unit per year	
275 . Operating Reserve Requirement .....		per unit per year	1.25

**Debt Service:**

		<i>Annual Payment</i>	
276 . MHFA	MHFA Program 1	N/A	
277 . MHFA	MHFA Program 2	N/A	
278 . MHP Fund Permanent Loan		N/A	
279 . Other Permanent Senior Mortgage		\$729,627	
Source:	N/A		
280 . Other Permanent Senior Mortgage		N/A	
Source:	N/A		
281 . <b>Total Debt Service (Annual)</b>		\$729,627	
282 . <b>Net Operating Income</b>		\$913,721	(in year one)
283 . <b>Debt Service Coverage</b>		1.25	(in year one)

## XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	14	_____	_____	_____
Number of market units	42	_____	_____	_____
Total by phase	56	_____	_____	_____

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	May 2020	_____	_____	_____
Construction start	May 2020	_____	_____	_____
Marketing start – affordable units	April 2021	_____	_____	_____
Marketing start – market units	April 2021	_____	_____	_____
Construction completed	Oct 2021	_____	_____	_____
Initial occupancy	Oct 2021	_____	_____	_____

## XII. MARKETING OUTREACH AND LOTTERY

### Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

Information materials for applicants that will be used that provides key project information;  
Eligibility requirements;  
Lottery and resident selection procedure;  
Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);  
Measures to ensure affirmative fair marketing including outreach methods;  
Application materials that will be used; and  
Lottery Agent.



### XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. ☒ Letter of support signed by Chief Elected Officer of municipality - **Tab #1**
2. ☒ Letter of support from local housing partnership (if applicable) - **Tab #10**
3. ☒ Signed letter of interest from a construction lender - **Tab #9**
4. ☒ Map of community showing location of site - **Tab #5**
5. ☒ Check payable to DHCD
6. ☒ Rationale for calculation of affordable purchase prices or rents (see Instructions) - **Tab #4**
7. ☒ Copy of site control documentation (deed or Purchase & Sale or option agreement) - **Tab #3**
8. ☐ Last arms length transaction or current appraisal under by-right zoning
9. ☒ 21E summary (if applicable) - **Tab #8**
10. ☒ Photographs of existing building(s) and/or site - **Tab #5**
11. ☒ Site Plan showing location of affordable units - **Tab #6**
12. ☒ Sample floor plans and/or sample elevations - **Tab #6**
13. ☒ Proposed marketing and lottery materials - **Tab #7**

## SITE CONTROL

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of October 2, 2018 (the "Effective Date") by and between **Beckwith Post No. 110, Inc.**, a Massachusetts Nonprofit Corporation ("Seller"), and **Mayrock Development, LLC**, a Massachusetts Limited Liability Company or its nominees, assigns or designees. ("Buyer").

1. *Purchase and Sale.* Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, good and clear record and marketable title and Buyer agrees to purchase and accept from Seller, the following real and personal property (collectively, the "Property"):

1.1 All that certain land, a parcel containing approximately four and one half acres, located in Medfield, Norfolk County, Massachusetts at 50 Peter Kristof Way, more particularly described in a deed recorded in the Norfolk County Registry of Deeds in Book 4585, Page 741, together with all privileges, rights, easements and appurtenances belonging to such land, and all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land, and all right, title and interest (if any) of Seller in all development rights appurtenant to such land (the "Land");

1.2 The one story building (the "Building"), known and numbered as 50 Peter Kristof Way, Medfield, Massachusetts, together with all other improvements located on the Land (the Building and such improvements being hereinafter collectively referred to as the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property");

1.3 All fixtures, equipment and appliances attached to the Improvements, or otherwise owned by Seller and located within the Real Property or used exclusively in connection with the Real Property, (the "Tangible Personalty").

2. *Purchase Price.* The purchase price for the Real Property (the "Purchase Price") shall be **One Million One Hundred Fifty Thousand (\$1,150,000.00) and 00/100 Dollars**, which, subject to the terms and conditions hereinafter set forth, shall be paid to Seller by Buyer as follows:

2.1 *Deposit.* Concurrently with the execution and delivery of this Agreement by Buyer, Buyer shall deliver to James J. McKenzie, Attorney at Law, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or check deposit in the amount of One Hundred Thousand (\$100,00.00) and 00/100 Dollars (the "Deposit"). The Deposit shall be held and distributed as follows:

2.1.1 The Deposit shall be held by Attorney James J. McKenzie in a non-interest bearing escrow account subject to the terms of this Agreement as set forth herein.

2.1.2 Of the \$100,000.00 deposit \$10,000.00 is non-refundable and payable upon receipt to Seller; the balance of the Deposit in the amount of \$90,000.00 will be held in escrow by James J. McKenzie, Attorney at Law to be disbursed as set forth below.

2.1.3 Buyer shall have an "Investigation Period" of 45 days from the effective date of this Agreement, which is until November 16, 2018, to perform tests, surveys and studies, including, but not limited to, in order to review title to the Real Property, the permitting process, zoning code compliance and to perform environmental and geotechnical testing ("Tests and Studies"). The Test and Studies will be undertaken to determine whether, in Buyer's sole discretion, it will be feasible to go forward with the acquisition of the Real Property. If during the Investigation Period buyer elects not to proceed with this transaction it shall notify in writing Seller and James J. McKenzie, Attorney at Law of same whereupon this Agreement will be terminated and the balance of the deposit in the amount of \$90,000.00 shall be returned to Buyer. In the absence of timely delivery by Buyer to Seller of such written notice, Buyer shall be deemed to have waived its right to terminate this Agreement, except as otherwise set forth in this Agreement. If Buyer does not terminate this Agreement prior to the end of the Investigation Period Buyer agrees that the sum of \$6, 500.00 per month, beginning on the first day of the month that next occurs after the end of the Inves-

tigation Period, which is December 1, 2018, shall be disbursed from the Deposit to Seller by James J. McKenzie, Attorney at Law.

2.1.4 If the Closing takes place in accordance with the terms and conditions of this Agreement, Attorney James J. McKenzie shall deliver and pay the balance of the Deposit then remaining to Seller on the Closing Date, and the full \$100,000.00 shall be credited to Buyer against the Purchase Price due Seller in accordance with the terms and conditions of this Agreement.

2.1.5 If this Agreement is terminated by Buyer in accordance with the terms and conditions of this Agreement, then Attorney James J. McKenzie shall deliver the balance of the Deposit then remaining to Buyer promptly in accordance with the provisions of this Agreement.

2.1.6 If the Closing does not take place under this Agreement by reason of the failure of either party to comply with its obligations hereunder, Attorney James J. McKenzie shall promptly deliver the balance of the Deposit then remaining to the party entitled thereto in accordance with the provisions of this Agreement.

2.1.7 Except for a demand made by Buyer pursuant to a termination of this Agreement by Buyer prior to the expiration of the Investigation Period, upon receipt of a written demand from Seller or Buyer claiming the Deposit, Attorney James J. McKenzie shall promptly forward written notice of Attorney James J. McKenzie's receipt of such demand together with a copy thereof to the other party hereto. Unless such other party, within ten (10) days after actual receipt of such notice, notifies Attorney James J. McKenzie in writing of any objection to such requested delivery of the Deposit, Attorney James J. McKenzie shall deliver the Deposit to the party demanding the same and thereupon shall be released and discharged from any further duty or obligation hereunder by all parties hereto. Notwithstanding anything to the contrary contained herein, Attorney James J. McKenzie shall not deliver the Deposit pursuant to any such demand for the same unless and until Attorney James J. McKenzie has received confirmation that the party not making the demand for the Deposit has actually received notice of said demand and that the time for responding to said demand has passed.

2.2 *Payment at Closing.* At the closing of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Seller an amount equal to the Purchase Price less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available federal funds, transferred to the account of Seller or such other person as Seller may designate in writing, for receipt by the bank designated by Seller not later than 1 P.M., Eastern Daylight or Standard (as applicable) Time.

3. *Attorney James J. McKenzie as Escrow Agent.* Attorney James J. McKenzie shall hold the Deposit as escrow agent in accordance with the terms and provisions of this Agreement, subject to the following:

3.1 *Obligations.* Attorney James J. McKenzie undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Attorney James J. McKenzie.

3.2 *Reliance.* Attorney James J. McKenzie may act in reliance upon any writing or instrument or signature which he, in good faith, believes to be genuine, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Attorney James J. McKenzie shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same.

3.3 *Indemnification.* Unless Attorney James J. McKenzie discharges any of his duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to his duties under this Agreement, Seller and Buyer shall indemnify Attorney James J. McKenzie and hold him harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other reasonable expenses, fees, or charges of any character or nature, which he may incur or with which he may be threatened by reason of his acting as escrow agent under this Agreement; and in such connection Seller and Buyer shall indemnify Attorney James J. McKenzie against any and

all such expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

3.4 *Disputes.* If the parties (including Attorney James J. McKenzie) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Attorney James J. McKenzie, or the application of the Deposit, Attorney James J. McKenzie shall have the right to hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Attorney James J. McKenzie may, but shall not be required to, file an action in interpleader to resolve the disagreement. Attorney James J. McKenzie shall be indemnified for all reasonable costs and reasonable attorneys' fees in his capacity as escrow agent hereunder in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

#### 4. *Buyer's Due Diligence Inspection and Termination Rights; "As Is" Sale*

4.1 *Inspection of Property.* Buyer and its appointed agents or independent contractors shall, at all reasonable times prior to the end of the Investigation Period defined herein, have the privilege of going upon the Real Property to, at Buyer's sole cost and expense, inspect, examine, test, appraise, and survey the Real Property, including, but not limited to, investigations of the physical condition thereof and to determine the status of the Land and the Improvements with respect to geotechnical matters and Hazardous Materials (defined below) and compliance with applicable environmental laws; provided, however, that Buyer shall not perform any sampling or testing of environmental media at the Property until Seller has approved the scope of Buyer's sampling and testing. To this end, Buyer shall present to Seller a reasonably detailed description of the sampling and testing proposed to be performed which includes the sampling locations and analyses to be made, prepared by the engineering firm to perform such work (and, if requested by Buyer, a copy of any Phase I Environmental report previously obtained by Seller), for Seller's reasonable review and approval. If Seller disapproves of such testing, Buyer's sole remedy shall be to terminate this Agreement, in which event the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder, except for those that expressly survive the termination of this Agreement. If Seller approves such testing, then Buyer shall be permitted to cause such sampling and testing to be performed. Buyer shall, and does hereby covenant and agree to, repair any and all damage caused by the activities of Buyer or its agents on the Real Property and to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability arising out of any such entry by Buyer or its appointed agents or independent contractors or any acts performed in exercising Buyer's rights under this Paragraph 4.1 (including without limitation, any rights or claims of materialmen or mechanics to liens on the Real Property, but excluding matters merely discovered by, and not caused by, Buyer, its agents or contractors).

4.2 *Inspection of Documents.* The right of inspection described in Paragraph 4.1 above shall extend to, and include, the right to examine, and Seller agrees to make available at Seller's office, all of Seller's records with respect to the Property, including, without limitation, the plans and specifications, the Property Contracts (if any), surveys, and any information Seller may have regarding the zoning status of the Property. In furtherance of Seller's duties hereunder, Seller shall deliver to Buyer within 10 days after the Effective Date copies of the following (the documents described below herein referred to as the "Due Diligence Documents") which it may have in its possession:

4.2.1 Existing building permits, permanent certificates of occupancy or equivalent, regarding the Improvements;

4.2.2 Real estate tax bills with respect to the Property for the immediately prior and current tax fiscal years;

4.2.3 Leases, title and survey, insurance, physical condition and environmental documents;

4.3 *Termination.* Seller acknowledges that Buyer intends to construct a building or buildings of at least 44 affordable housing residential apartment units with parking and other facilities ("Project") pursuant to Massachusetts General Laws Chapter 40B and related federal, state and local requirements and that the ability to construct the Project is contingent upon receiving certain approvals and permits (the "Approvals and Permits") from the Town of

Medfield and other governmental authorities and that Buyer's obligation to purchase the Real Property is contingent upon Buyer obtaining all of required Approvals and Permits, in a final, non-appealable form and substance satisfactory to Buyer in its sole discretion, on or before September 30, 2019. Buyer agrees to promptly and diligently pursue the necessary Approvals and Permits. Seller shall cooperate with Buyer in Buyer's efforts to secure the Approvals and Permits and will take all action reasonably necessary or appropriate to help the Buyer accomplish the foregoing. Seller agrees that if despite Buyer's reasonable efforts the necessary Approvals and Permits are denied, or cannot be obtained by September 30, 2019, or if Buyer determines in its reasonable judgment, that in the process of obtaining the Approvals and Permits, there is no reasonable likelihood of obtaining all of the Approvals and Permits, Buyer may terminate this Agreement, in its sole discretion, by giving written notice of such election to Seller on or before September 30, 2019, in which event (i) the remaining balance of the Deposit in the original amount of \$90,000.00 shall be returned promptly to Buyer and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of timely delivery by Buyer to Seller of such written notice, Buyer shall be deemed to have waived its right to terminate this Agreement under this Paragraph 4.3, and this Agreement shall continue in full force and effect.

#### *4.4. Title and Survey Matters.*

4.4.1 Buyer may at its sole cost and expense obtain a title abstract and a survey ("Survey") of the Property. Buyer shall have until November 15, 2018 to give written notice to Seller of any objections with respect thereto ("Buyer's Title Objection Notice"), indicating in reasonable detail the nature and reasons for Buyer's objections and including with such notice a copy of the summary of the title abstract and/or Survey, together with copies of any documents containing matters objected to in such notice. Failure to give such notice shall constitute Buyer's approval of (i) all title and survey matters disclosed in the title abstract, survey and other title materials, if any, with respect to the Real Property to be delivered by Seller to Buyer, and (ii) all matters set forth in the abstract and the Survey. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so called "affirmative coverage" over a known defect or problem, Buyer shall have the option to accept same.

4.4.2 Seller shall have the right, but not the obligation, to attempt to cure any objections set forth in Buyer's Title Objection Notice. Seller shall notify Buyer within five (5) business days after receipt of Buyer's Title Objection Notice ("Seller's Title Objection Response Period") whether Seller agrees to attempt to cure any objections set forth in Buyer's Title Objection Notice. If Seller so agrees to attempt to cure any objections, then Seller shall have a period of up to forty five (45) days after receipt of Buyer's Title Objection Notice ("Title Cure Period") in order to effectuate such cure. If the Closing Date is scheduled to occur prior to the end of the Title Cure Period, then, upon written notice from Seller to Buyer delivered not less than three (3) business days prior to the then scheduled Closing Date, the Closing Date shall be extended for a period of up to 30 days after the end of the Title Cure Period in order for Seller to continue to effectuate such cure.

4.4.3 In the event Seller gives timely notice to Buyer that Seller will attempt to cure any objections set forth in Buyer's Title Objection Notice, and if this Agreement is not terminated pursuant to Paragraph 4.3 above, Seller shall use commercially reasonable efforts to cure such objections and deliver evidence of such cure satisfactory to the Buyer's Title Insurance Company and Buyer within the Title Cure Period, but in no event shall Seller be required to expend more than a maximum amount Ten Thousand (\$10,000.00) Dollars in the aggregate to effectuate the cure of all such objections (excluding Monetary Liens (defined below), as to which such maximum amount shall not apply). If despite Seller's commercially reasonable efforts Seller fails to cure all such matters within the Title Cure Period or extension thereof as specified in paragraph 4.4.2, Buyer's sole right with respect thereto shall be to terminate this Agreement within five (5) business days after the expiration of the Title Cure Period, in which event (i) the balance of the Deposit shall be returned promptly to Buyer; and (ii) except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not so terminate this Agreement, Buyer shall be deemed to have waived its objections and to have agreed to accept title to the Property subject thereto, without reduction in the Purchase Price.

4.4.4 Notwithstanding the foregoing, Seller agrees to cure at or prior to the Closing all "Monetary Liens" at Seller's sole cost and expense. The Parties agree that the recording of instruments to discharge any monetary lien may be recorded within a reasonable time following closing in accordance with customary conveyancing practice.

As used herein, "Monetary Lien" means any security deed, mortgage, lien, security interest, monetary judgment, past due taxes or assessments or similar monetary encumbrance upon the Real Property created by Seller or placed on the Property by Seller's actions or inaction. A Monetary Lien shall be deemed cured by Seller if such Monetary Lien is released, satisfied or canceled of record at or prior to the Closing or within a reasonable time following closing in accordance with customary conveyancing practice at no additional cost to Buyer, provided, however, that as to any institutional mortgage, the lien of such mortgage shall be deemed satisfactorily released if written confirmation is received from the mortgagee stating the amount to be delivered at the Closing to discharge such mortgage, in form and substance satisfactory to the Buyer's counsel to remove such mortgage from the list of encumbrances in Buyer's title insurance policy upon payment of such amount to said mortgagee out of Seller's proceeds at the Closing.

4.4.5 If Buyer does not terminate this Agreement pursuant to this Paragraph 4.4, the following matters shall be deemed accepted by Buyer and shall be referred to herein as "Permitted Encumbrances":

4.4.5.1 All matters disclosed in the existing title abstract, survey and other title materials, if any, delivered by Seller to Buyer and all matters disclosed in the title abstract and the Survey to which Buyer does not object or which Buyer is deemed to have accepted pursuant to the terms and conditions of this Paragraph 4.4, other than Monetary Liens;

4.4.5.2 Any liens for such taxes for the then current fiscal year as are not due and payable on the Closing Date, and any liens for municipal betterments assessed after the Effective Date; and

4.4.5.3 The provisions of any building, zoning, subdivision, and similar laws applicable to the Property, so long as same do not prohibit or materially interfere with Buyer's proposed use of the Real Property.

4.5 "*As Is*" Sale. Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Real Property, including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

Buyer acknowledges and agrees that upon closing Seller shall sell and convey to Buyer and Buyer shall accept the Real Property "*as is, where is, with all faults,*" except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations, or information pertaining to the Real Property or relating thereto made or furnished by Seller, the managers of the Real Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Buyer also acknowledges that the purchase price reflects and takes into account that the Real Property is being sold "as-is."

Buyer represents to Seller that Buyer has conducted, or will conduct prior to closing, such investigations of the Real Property, including, but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy itself as to the condition of the Real Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Real Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties, and covenants of Seller as are expressly set forth in this Agreement. Upon closing, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, shall be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, *known or unknown*, which Buyer might have asserted or alleged against Seller (and Seller's officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Real Property.

The provisions of this paragraph shall survive closing or any termination of this agreement.

4.6 *Buyer's Waiver and Release of Seller as to Certain Actions after Closing.* Buyer agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Buyer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Real Property or emanating therefrom, Buyer waives any rights it may have against Seller in connection therewith including, without limitation, under CERCLA (defined below), and Buyer agrees that it shall not (i) implead the Seller, (ii) bring a contribution action or similar action against the Seller or (iii) attempt in any way to hold the Seller responsible with respect to any such matter. The provisions of this Paragraph 4.6 shall survive the Closing. As used herein, "Hazardous Materials" shall mean and include, but shall not be limited to, any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by law, governmental rules or regulations (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder.

5. *Seller's Covenants Regarding Operation of Property.* From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller agrees as follows:

5.1 *Further Encumbrances.* Seller will not grant or purport to create in favor of any third party any interest in the Real Property or any part thereof or further encumber the Real Property without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned, or delayed prior to the end of the Investigation Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Investigation Period.

5.2 *Other Agreements; Property Contracts.* Seller will not enter into any maintenance, management, or other service contracts relating to the Real Property without the prior written approval of Buyer, which approval shall not be unreasonably withheld. Seller will terminate as of the Closing all Real Property Contracts (if any) that Buyer does not elect to assume in writing prior to closing.

5.3 *Insurance.* Seller will continue to maintain in full force and effect all insurance as presently carried by Seller.

5.4 *Violations of Law.* Seller will promptly notify Buyer in writing of any violation of any law, regulation, ordinance, order, or other requirement of any governmental authority having jurisdiction over or affecting the Real Property, or any part thereof, of which Seller receives written notice.

5.5 *Structural Modifications.* Seller will not permit any structural modifications or additions to the Real Property without the prior written consent of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed prior to the end of the Investigation Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Investigation Period.

5.6 *Operation of Property.* Seller shall continue to maintain, operate and manage the Real Property in the same manner that Seller has heretofore maintained and operated the Real Property.

## 6. *Casualty and Condemnation.*

6.1 *Condemnation.* If prior to the Closing any portion of the Real Property becomes subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, which either (A) affects any portion of the Land, Building, parking area or access driveways on the Real Property, then Buyer shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, in which case the balance of the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obliga-



tion to the other hereunder; or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects or is deemed to have elected not to terminate this Agreement, then this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any awards paid or payable in connection with such taking.

#### *7. Conditions Precedent to Buyer's Obligations.*

7.1 Buyer's obligation to purchase the Real Property at the Closing hereunder is expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option):

7.1.1. *Accuracy of Representations.* All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

7.1.2. *Performance.* Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

7.1.3. *No Material Adverse Change.* There shall have been no material adverse change in the physical condition of the Property, or the laws, rules and regulations governing the use or development of the Real Property between the expiration of the Investigation Period and the Closing.

7.1.4. *Condition of Title.* No new encumbrances or exceptions to title have been recorded pertaining to the Real Property between the date of the title abstract and the Closing that have not been approved by Buyer or that are not removed by Seller or agreed to be removed by Seller prior to or contemporaneously with the Closing, and the Buyer's Title Insurance Company is prepared to issue at the Closing an owner's policy of title insurance (with acceptable affirmative coverage over a known defect or problem) at commercially customary rates, subject only to the Permitted Encumbrances.

7.2. *Failure of Conditions.* In the event Seller shall not be able to convey the Real Property on the Closing Date in accordance with the provisions of this Agreement, then Buyer shall have the option, exercisable by written notice to Seller at or prior to Closing, of (i) accepting at Closing the Real Property in such condition as Seller is able to convey, waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date for up to an additional thirty (30) business days, or (iii) terminating this Agreement, in which event the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

#### *8. Closing; Deliveries.*

8.1. *Time of Closing.* Unless the Agreement has been terminated as set forth herein, the Closing shall take place on the earlier of October 30, 2019 or 30 days after Buyer's receipt of all final Approvals and Permits, subject to the terms of Paragraph 4.3 herein (the "Closing Date") (subject to extension only as expressly set forth herein) at the Norfolk Registry of Deeds, unless otherwise agreed to in writing by both Seller and Buyer. If any date on which the Closing would occur by operation of this Agreement is not a business day the Closing shall occur on the next business day.

8.2. *Seller Deliveries.* At Closing, Seller shall deliver to Buyer the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

8.2.1 A Massachusetts Quitclaim Deed ("Deed") to the Real Property from Seller, duly executed and acknowledged by Seller, conveying good and clear record and marketable title, subject to the Permitted Encumbrances.

8.2.2 Such affidavits or letters of indemnity as the Buyer's Title Insurer shall require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfilled mechanics' or materialmen's liens, or for rights of parties in possession.

8.2.3 A Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended duly executed by Seller.

8.2.4 Keys (or, if applicable, security cards and/or security codes) to all doors in the Building or Real Property, labeled for identification.

8.2.5 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 *Buyer Deliveries.* At Closing, Buyer shall deliver to Seller the following, and it shall be a condition to Seller's obligation to close that Buyer shall have delivered the same to Seller:

8.3.1 Funds by wire transfer in the amount required under Paragraph 2.2 hereof (subject to the adjustments provided for in this Agreement).

8.3.2 A certification by Buyer that all representations and warranties made by Buyer in Paragraph 16 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

8.3.3 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

## *9. Apportionments; Taxes; Expenses.*

### *9.1 Apportionments.*

9.1.1. *Taxes and Operating Expenses.* All real estate taxes, charges and assessments affecting the Real Property ("Taxes"), and all operating expenses for the Real Property (other than utilities, which are addressed in Paragraph 9.1.4) ("Operating Expenses") shall be prorated on a per diem basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing Date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be readjusted when final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and shall be readjusted within one hundred twenty (120) days after the Closing. Buyer hereby agrees to assume all nondelinquent assessments affecting the Property, whether special or general.

9.1.2. *Utilities.* Utilities, including water, sewer, electric and gas shall be prorated based upon the last reading of meters prior to the date of closing. If Seller has paid any utilities no more than thirty (30) days in advance in the ordinary course of business, then Buyer shall be charged its portion of such payment at Closing. Utility deposits shall not be subject to proration; rather, Seller shall be entitled to receive refunds of any deposits it has made, and Buyer shall be responsible for posting its own deposits.

9.2. *Expenses.* Each party will pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, (1) all costs and expenses stated herein to be borne by a party, and (2) all of their respective accounting and appraisal fees. Buyer shall be responsible for all of the Seller's attorney's fees incurred by their counsel, James J. McKenzie, from and after August 1, 2018. Buyer, in addition to its other expenses, shall pay at Closing (1) all recording charges incident to the recording of the deed for the Real Property; (2) the premium for Buyer's title insurance policy; and (1) all documentary stamps, excise taxes

and real estate transfer taxes and (2) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer.

#### 10. Remedies.

10.1. *Buyer Default.* In the event Buyer breaches or fails, without legal excuse, to complete the purchase of the Property or to perform its obligations under this Agreement, then, Seller shall, as its sole legal and equitable remedy therefore, be entitled to receive the balance of the Deposit as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default, upon receipt of which this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any degree of accuracy, and that the liquidated damage amount set forth in this Paragraph represents both parties' best efforts to approximate such potential damages.

10.2. *Seller Default.* If Seller shall fail to perform any of its obligations under this Agreement, the Buyer shall, at its option either (i) have the right of specific performance regarding Seller's obligation to convey title to the Real Property to Buyer, including but not limited to, requiring Seller to deliver such documents and to make such payments and prorations pursuant to this Agreement; (ii) elect to terminate this Agreement, in which event the remaining Deposit will be promptly returned to Buyer on written demand pursuant to the escrow provisions herein or (iii) waive said failure or breach and proceed to Closing. Buyer hereby acknowledges and agrees with Seller that the terms of the preceding sentence shall constitute Buyer's sole and exclusive rights and remedies in the event of a breach or default hereunder by Seller prior to Closing and Buyer hereby irrevocably waives and relinquishes any and all other rights, in equity or at law, which it might otherwise have against Seller, except as shall otherwise survive termination as set forth in this Agreement, including but not limited to, any action for damages against Seller.

11. *Confidentiality.* Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Real Property in accordance with the terms and conditions of this Agreement, any of the documents, material or information regarding the Real Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation, any environmental site assessment reports furnished to Buyer, except to Buyer's, attorneys, accountants, consultants, investors and lenders on a "need to know" basis, unless Buyer is compelled to disclose such documents, material or information by law or by subpoena. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Real Property supplied to Buyer by Seller or at the request of Buyer. The provisions of this Paragraph 11 shall survive the termination of this Agreement but shall no longer be applicable following Closing in accordance with the terms of this Agreement.

12. *Possession.* If the Agreement has not been otherwise terminated, Seller shall be able to remain in occupancy and use the Premises being conveyed until such time as Buyer receives all necessary Approvals and Permits, subject to the provisions of Paragraph 4.3 herein allowing it to proceed with the demolition of the building housing the Beckwith American Legion Post 110.

13. *Notices.* All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

Mr. David Conner

58 Spring Street, Unit 2

Medfield, MA 02052

E-mail: connerdg@gmail.com

with a copy to:

James J. McKenzie, Esq.

19 Belknap Road

Medfield, MA 02052

Tel. No: 508-359-2622

Fax No.: 508-359-5137

E-mail: mckenzielaw@verizon.net

13.2. If to Buyer:

William Lane, Jr., Manager

356 University Avenue

Westwood, MA 02090

Tel. No.: 781-461-1542

Fax No.: 781-461-2971

E-mail: blane@superiorplumbinginc.com

with a copy to:

Paul M. Lane, Esq.

Lane McNamara, LLP

257 Turnpike Street

Southboro, MA 01772

Tel. No. 508-905-1010

Fax No.: 508-905-1011

E-mail:

plane@lanemcnamara.com

Any such notice or communication shall be sufficient if sent by certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight service; electronic mail or by fax, with an original by regular mail. Any such notice or communication shall be effective when delivery is received or refused.

14. *Brokers.* Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction except Lorrie Guindon. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including its attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Paragraph 14. The provisions of this Paragraph 14 shall survive Closing or the termination of this Agreement.

15. *Representations and Warranties of Seller.*

15.1. Subject to all matters disclosed in any document delivered to Buyer by Seller or on any exhibit attached hereto, and subject to any information discovered by Buyer or other information disclosed to Buyer by Seller or any other person after the Effective Date and prior to the Closing, including, without limitation, any information contained in the Survey or the title abstract (all such matters being referred to herein as "Exception Matters"), Seller represents and warrants to Buyer as follows:

15.1.1. *No Conflict.* The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Seller do not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien,

charge, or encumbrance upon any of the Real Property or assets of the Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

15.1.2. *Bankruptcy*. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition (which involuntary petition has not been dismissed within sixty days of its filing), order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

15.1.3. *FIRPTA*. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

15.2. *Definition of Seller's Knowledge*. As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to the best of Seller's actual knowledge," "to the best of Seller's knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Seller without any obligation on their part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

16. *Representations of Buyer*. Buyer represents and warrants that:

16.1. *Authority*. Buyer is a Massachusetts Limited Liability Company, duly organized, validly existing and in good standing under the laws of Commonwealth of Massachusetts and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. *No Conflict*. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment.

17. *Miscellaneous*.

17.1. *Assignability*. Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual or entity without the prior written consent thereto by Seller, except that Buyer may assign or transfer such rights and obligations to an entity controlling, controlled by or under common control with Buyer without Seller's consent, but with prior notice to Seller. Notwithstanding any such assignment consented to by Seller or permitted hereunder, the Buyer named in this Agreement shall remain primarily liable for the obligations of Buyer set forth in this Agreement. No assignment or transfer by Buyer will be permitted if such assignment or transfer would, in Seller's opinion, cause this transaction to violate any provision of applicable law.

17.2. *New Function Room*. If this Agreement has not been otherwise terminated and Buyer has received all Approvals and Permits, subject to the terms of Paragraph 4.3 herein, Buyer shall construct at its sole cost and expense in the residential building to be constructed by Buyer a "Function Room". The Function Room shall be named the "Beckwith Function Room" which will contain a plaque honoring Medfield Gold Star Veterans. The Function Room will contain at least 1600 square feet of area and be equipped with a color television, sitting area, dining area, kitchenette and bar with direct access via an exterior door to an outdoor patio with seating and grill and will be available for use at no charge by the American Legion Beckwith Post 110 for their meetings and events. The Function Room will be fully handicap accessible in accordance with the requirements of the Americans with Disabilities Act.

17.3. *Storage Space*. If this Agreement has not been otherwise terminated and buyer has received all Approvals and Permits, subject to the terms of Paragraph 4.3 herein, Buyer and/or Buyer's assignees or grantees shall

provide for Seller's exclusive use, at no cost or expense to Seller, a lockable storage space, the size of which is not less than 20 feet by 20 feet in the residential building to be constructed by Buyer, within which the Seller can store its personal property including ceremonial equipment, a refrigerator and non-perishable items.

17.4. *Preferential Use of Function Room.* American Legion Beckwith Post 110 shall be granted a license to use the Beckwith Function Room and will receive priority scheduling preference for use of the Beckwith Function Room and adjacent patio/grill area at no charge for its meetings and other functions. In addition, active members of American Legion Beckwith Post 110 may use the Beckwith Function Room and exterior patio/grill area for their own functions with advance notice to Buyer, subject to the availability of the room. The provisions of this paragraph shall survive the Closing and the provisions of this paragraph and paragraphs 17.2 and 17.3 above shall be memorialized by the incorporation of all terms regarding the Seller's use of the Function room and Storage space into a mutually acceptable 20-year License and Lease Agreement to be executed by Buyer and Seller. The Commercial License and Lease shall be in substantially the same form as set forth in Exhibit "A."

17.5. *Rent for use of Building.* American Legion Beckwith Post 110 shall have the right to use and occupy, along with others, the Function Room and shall lease the Storage Room described herein after closing at a rental rate of One (\$1.00) Dollar per month. Seller shall assume responsibility for insuring its own personal property and fixtures within the premises during that time and for paying for its own operating expenses during the time that it occupies the premises after closing, all subject to the terms of a mutually-acceptable 20 year Commercial License and Lease in substantially the same form as set forth in Exhibit "A."

17.6. *Governing Law; Bind and Inure.* This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.7. *Recording.* This Agreement or any notice or memorandum hereof shall not be recorded as a public record, including at the Norfolk County Registry of Deeds. A violation of this prohibition by Buyer shall constitute a material breach of this Agreement by Buyer, entitling Seller to terminate this Agreement and retain the balance of the Deposit.

17.8. *Time of the Essence.* Time is of the essence of this Agreement.

17.9. *Headings.* The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.10. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.11. *Exhibits.* All Exhibits which are referred to herein and which are attached hereto constitute a part of this Agreement.

17.12. *Survival.* Unless otherwise expressly stated in this Agreement, each of the warranties and representations of Seller and Buyer shall not survive the Closing and delivery of the Deed and other closing documents by Seller to Buyer, and shall be deemed to have merged therewith. Unless expressly made to survive, all obligations and covenants of Seller contained herein shall be deemed to have been merged into the Deed and shall not survive the Closing.

17.13. *Use of Proceeds to Clear Title.* To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision is made for prompt recording of all instruments so procured in accordance with customary conveyancing practice in Massachusetts.

17.14 *Entire Agreement; Amendments.* This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, including the Letter of Intent dated July 17, 2018 and the Addendum thereto. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

AMERICAN LEGION BECKWITH POST 110, INC.

BY: \_\_\_\_\_  
David Conner, Post Commander

BUYER:

MAYROCK DEVELOPMENT, LLC

BY: \_\_\_\_\_  
William Lane, Jr., Manager

## EXHIBIT “A”



## COMMERCIAL LICENSE AND LEASE (CONTINGENT)

### 1. PARTIES

**Mayrock Development, LLC** LICENSOR and LESSOR (hereinafter "MAYROCK"), which expression shall include its nominees, assignees, designees or successors where the context so permits, does hereby grant a license to and leases to **Beckwith Post No. 110, Inc.** LICENSEE AND LESSEE (hereinafter the "POST"), which expression shall include its successors where the context so permits, and the POST hereby is licensed to use and leases the following described premises:

### 2. PREMISES

**A License to use, along with others, approximately 1600 square feet of space on the first floor for a Function Room (the "Function Room"), to be equipped with a color television, sitting area, dining area, kitchenette and bar with access to an outdoor patio with seating and a grill. The Licensee shall use this Function Room for periodic meetings, gatherings and other permitted activities for war veterans associations. The Licensee shall be given priority scheduling preference by Lessor regarding the use of the Function Room. (sometimes the "Licensed Premises") and**

**A Lease of approximately 400 square feet on the first floor consisting of a lockable storage space to be used to store personal property of Lessee (sometimes the "Leased Premises"). Both the Licensed Premises and the Leased Premises shall be located in a residential building which may, subject to the terms of the attached Purchase and Sale Agreement, be constructed at 50 Peter Kristof Way in Medfield, Massachusetts**

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said Licensed and Leased Premises and lavatories nearest thereto (collectively sometimes the "Premises").

### 3. TERM

The term of this license/lease shall be for 20 years commencing \_\_\_\_\_ and ending on \_\_\_\_\_.

### 4. RENT

The POST shall pay to MAYROCK fixed rent at the rate of \$12.00

per year, with the first annual payment due upon the execution of this License/Lease and subsequent annual payments due on the anniversary date of License/Lease execution.

### 5. SECURITY DEPOSIT

Upon the execution of this license/lease, the POST shall pay to MAYROCK the amount of **\$0.00** dollars, which shall be held as a security for the POST's performance as herein provided and refunded to the POST at the end of this license/lease, without interest, subject to the POST'S satisfactory compliance with the conditions hereof.

### 6. UTILITIES

The POST shall not be required to pay, as they become due, all bills for electricity and other utilities servicing the licensed/leased premises. MAYROCK agrees to provide all utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning to the licensed/leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond MAYROCK'S control.

MAYROCK shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this license/lease. In the event the POST requires additional utilities or equipment, the installation and maintenance thereof shall be the POST's sole obligation, provided that such installation shall be subject to the written consent of MAYROCK.

### 7. PREMISES -USE OF

The POST shall use the leased premises only for storage and the licensed premises for the purpose of gatherings, meetings and other permitted activities for war veterans associations.

### 8. COMPLIANCE WITH LAWS

The POST acknowledges that no trade or occupation shall be conducted in the licensed/leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated. Without limiting the generality of the foregoing (a) the POST shall not bring or permit to be brought or kept in or on the licensed/leased premises or elsewhere on MAYROCK's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21 E of the Massachusetts General Laws; and (b) the POST shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the POST therein.

9. FIRE INSURANCE
- The POST shall not permit any use of the licensed/leased premises which will make voidable any insurance on the property of which the licensed/leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The POST shall on demand reimburse MAYROCK, and all other tenants, all extra insurance premiums caused by the POST's use of the Premises.
10. MAINTENANCE
- A. POST'S OBLIGATIONS
- The POST agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted. The POST shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The POST shall obtain written consent of MAYROCK before erecting any sign on the Premises.
- B. MAYROCK'S OBLIGATIONS
- MAYROCK agrees to maintain the structure of the building of which the licensed/leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the POST or those for whose conduct the POST is legally responsible. The POST shall be responsible for cleaning up after the POST uses the licensed premises. The POST shall also not commit any nuisance on the Premises.
11. ALTERATIONS-ADDITIONS
- The POST shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided MAYROCK consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the POST'S expense and shall be in quality at least equal to the present construction. The POST shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to the POST or claimed to have been furnished to the POST in connection with work of any character performed or claimed to have been performed at the direction of the POST and shall cause any such lien to be released of record forthwith without cost to MAYROCK. Any alterations or improvements made by the POST shall become the property of MAYROCK at the termination of occupancy as provided herein.
12. ASSIGNMENT - SUBLEASING
- The POST shall not assign or sublet the whole or any part of the licensed/leased premises without MAYROCK's prior written consent. Notwithstanding such consent, the POST shall remain liable to MAYROCK for the payment of all rent and for the full performance of the covenants and conditions of this license/lease.
13. SUBORDINATION
- This license/lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the licensed/leased premises are a part and the POST shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this license/lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
14. MAYROCK'S ACCESS
- MAYROCK or agents of MAYROCK may, at reasonable times, enter to view the licensed/leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as MAYROCK should elect to do and may show the licensed/leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the licensed/leased premises a notice for letting or selling the licensed/leased premises or property of which the licensed/leased premises are a part and keep the same so affixed without hindrance or molestation.
15. INDEMNIFICATION AND LIABILITY
- The POST shall save MAYROCK harmless from all loss and damage occasioned by anything occurring on the leased premises which is caused by the POST, unless caused by the negligence or misconduct of MAYROCK, and from all loss and damage wherever occurring, including in the licensed premises, occasioned by any omission, fault, neglect or other misconduct of the POST. The removal of snow and ice from the sidewalks bordering upon the licensed/leased premises shall be MAYROCK's responsibility.
16. POST'S LIABILITY INSURANCE
- The POST shall maintain with respect to the licensed and leased premises and the property of which the licensed/leased premises are a part comprehensive public liability insurance in the amount of \$ \_\_\_\_\_ with property damage insurance in limits of \$ \_\_\_\_\_ in responsible companies qualified to do business in Massachusetts and in good standing therein insuring MAYROCK as well as the POST against injury to persons or damage to property as provided. The POST shall deposit with MAYROCK certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
17. FIRE, CASUALTY — EMINENT DOMAIN
- Should a substantial portion of the licensed/leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, MAYROCK may elect to terminate this license/lease. When such fire, casualty, or taking renders the licensed/leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the POST may elect to terminate this lease if:
- (a) MAYROCK fails to give written notice within thirty (30) days of intention to restore licensed/leased premises, or
  - (b) MAYROCK fails to restore the licensed/leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

MAYROCK reserves, and the POST grants to MAYROCK, all rights which the POST may have for damages or injury to the licensed/leased premises for any taking by eminent domain, except for damage to the POST's fixtures, property, or equipment.

18. DEFAULT  
AND  
BANKRUPTCY

In the event that:

- (a) The POST shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The POST shall default in the observance or performance of any other of the POST's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The POST shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the POST's property for the benefit of creditors, then MAYROCK shall have the right thereafter, while such default continues, to re-enter and take complete possession of the licensed/leased premises, to declare the term of this license/lease ended, and remove the POST's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The POST shall indemnify MAYROCK against all loss of rent and other payments which MAYROCK may incur by reason of such termination during the residue of the term. If the POST shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the POST's part to be observed or performed under or by virtue of any of the provisions in any article of this license/lease, MAYROCK without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the POST. If MAYROCK makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12 percent per annum and costs, shall be paid to MAYROCK by the POST as additional rent.

19. NOTICE

Any notice from MAYROCK to the POST relating to the licensed/leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the POST, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the POST. Any notice from the POST to MAYROCK relating to the licensed/leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the POST by registered or certified mail, return receipt requested, postage prepaid, addressed to MAYROCK at such address as MAYROCK may from time to time advise in writing. All rent notices shall be paid and sent to MAYROCK at 50 Peter Kristof Way, Medfield, Massachusetts.

20. SURRENDER

The POST shall at the expiration or other termination of this license/lease remove all the POST's goods and effects from the licensed/leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the POST, either inside or outside the licensed/leased premises). The POST shall deliver to MAYROCK the licensed/leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the licensed/leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the POST's failure to remove any of POST's property from the Premises, MAYROCK is hereby authorized, without liability to the POST for loss or damage thereto, and at the sole risk of the POST, to remove and store any of the property at POST's expense, or to retain same under MAYROCK's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. BROKERAGE

The Broker(s) named herein N/A

22. CONDITION OF  
PREMISES

Except as may be otherwise expressly set forth herein, the POST shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and MAYROCK shall be obligated to perform no work whatsoever in order to prepare the licensed/leased premises for occupancy by the POST.

23. FORCE  
MAJEURE

In the event that MAYROCK is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of MAYROCK, MAYROCK shall not be liable to the POST therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the POST be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the POST that such failure constitutes actual or constructive eviction from the licensed/leased premises or any part thereof.

24. LIABILITY  
OF OWNER

No owner of the property of which the licensed/leased premises are a part shall be liable hereunder except for breaches of MAYROCK's obligations occurring during the period of such ownership. The obligations of MAYROCK shall be binding upon MAYROCK's interest in said property, but not upon other assets of MAYROCK and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of MAYROCK shall be personally liable for performance of the MAYROCK's obligations hereunder.

25. OTHER PROVISIONS N/A

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LICENSEE/LESSEE

LICENSOR/LESSOR

By: \_\_\_\_\_

BY: \_\_\_\_\_

## MAXIMUM RENT CALCULATION

Mayrock Development, Medfield, MA  
Calculation of Maximum Affordable Rents  
Boston-Cambridge-Newton, MA-NH MSA - 144 SA:  
Boston-Cambridge-Quincy, MA-NH HMFA  
Norfolk County, MA  
11-Apr-19

MSA Income {1}	1 person	2 person	3 person	4 person	5 person	6 person
80% Area Median Income (AMI) {1}	56,800	64,900	73,000	81,100	87,600	94,100

1. Incomes are from HUD DATASET, 2018 Income Limits for the Boston-Cambridge-Newton, MA-NH MSA, Norfolk County, MA. Medfield is part of Norfolk County.

Calculation of Maximum Rents

80% RENTS	# of bedrooms X 1.5 person/bdrms	80% Income	{2}	Monthly Income	{3}	Maximum {4} Rent (30 % of Income)	Utility Allowances	Net Rent
1 Bedroom	1 bdrm x 1.5 = 1.5	60,850		5,071		1,520	0	1,520
2 Bedroom	2 bdrm x 1.5 = 3	73,000		6,083		1,825	0	1,825
3 Bedroom	3 bdrm x 1.5 = 4.5	84,350		7,029		2,109	0	2,109

2. Maximum Rent for a unit is based on the # of bedroom x 1.5 persons.  
3. To calculate the income for 1.5 persons - the average of a 1 person and 2 person income. To calculate the 4.5 persons income - calculate the average of a 4 and 5 person income. See below

Step 1 - Find 1 person and 2 person Income

1 person	2 person
56,800	64,900
	4 person
	81,100
	5 person
	87,600

Step 2 - Add the 2 Income

1 bedroom	56,800 +	64,900	=	121,700
3 bedroom	81,100 +	87,600	=	168,700

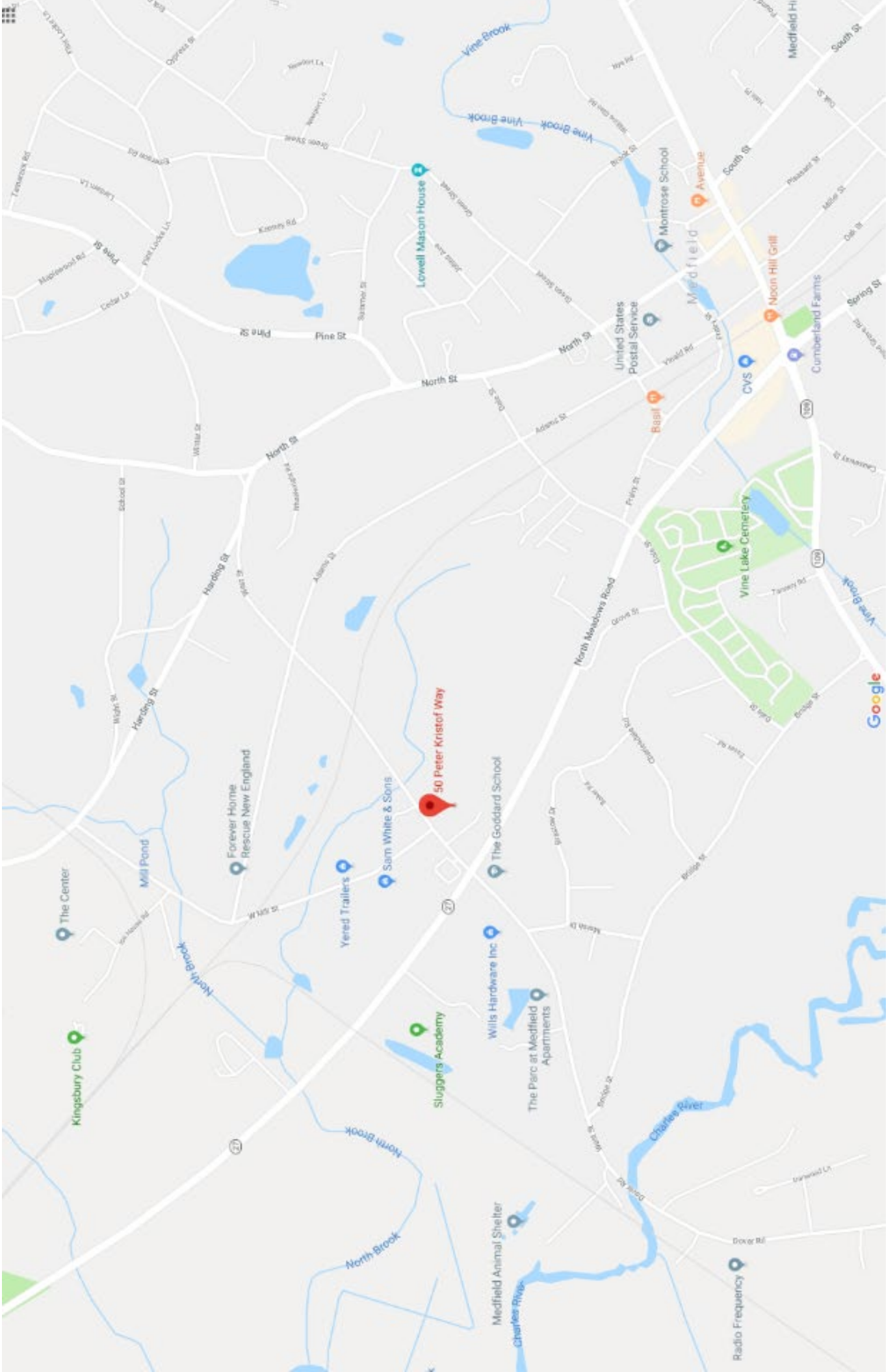
Step 3 - Divide total income by 2

1 bedroom	121,700 /	2	=	60,850
3 bedroom	168,700 /	2	=	84,350

4. Monthly Income is the 80% Income divided by 12 (months in year).

5. Maximum Rent is the Monthly Income times 30%. 30% represent the maximum amount a person or family should pay for monthly housing expenses (rent and utilities).

## MAP AND PHOTOGRAPHS













Google







NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations and are not intended to be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only backward of 0.0' from the mean high water line of the 1988 (No D 88) datum. The FIS should be aware that coastal base flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Massachusetts State Plane Mainland Zone (FIPS zone 2001). The **horizontal datum** was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion from the National Geodetic Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NNGS12  
National Geodetic Survey  
SSM/C-3, #9202  
1315 East-West Highway  
Silver Spring, Maryland 20910-3282  
(301) 713-3424

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

**Base map** information shown on this FIRM was derived from digital orthophotographic information systems (MassGIS). Ortho imagery was produced at a scale of 1:5,000. Aerial photography is dated April 2005.

The **profile baselines** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the **profile baseline**, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on the map. Also, the stream channel centerlines for unregulated streams may differ from what is shown on previous maps.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred since the date of publication, users are encouraged to contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a listing of Communities at Risk containing National Flood Insurance Program data for each Community as well as a listing of the panels on which each Community is located.

For information on available products associated with this FIRM visit the **Map Service Center** (MSC) website at <http://msc.fema.gov>. Available products may include digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map**, how to order products or the National Flood Insurance Program, visit the FEMA Information Exchange (<http://www.fema.gov/business/nfp>) or visit the FEMA website at <http://www.fema.gov/business/nfp>.

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations and are not intended to be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only backward of 0.0' from the mean high water line of the 1988 (No D 88) datum. The FIS should be aware that coastal base flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

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NOAA, NNGS12  
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SSM/C-3, #9202  
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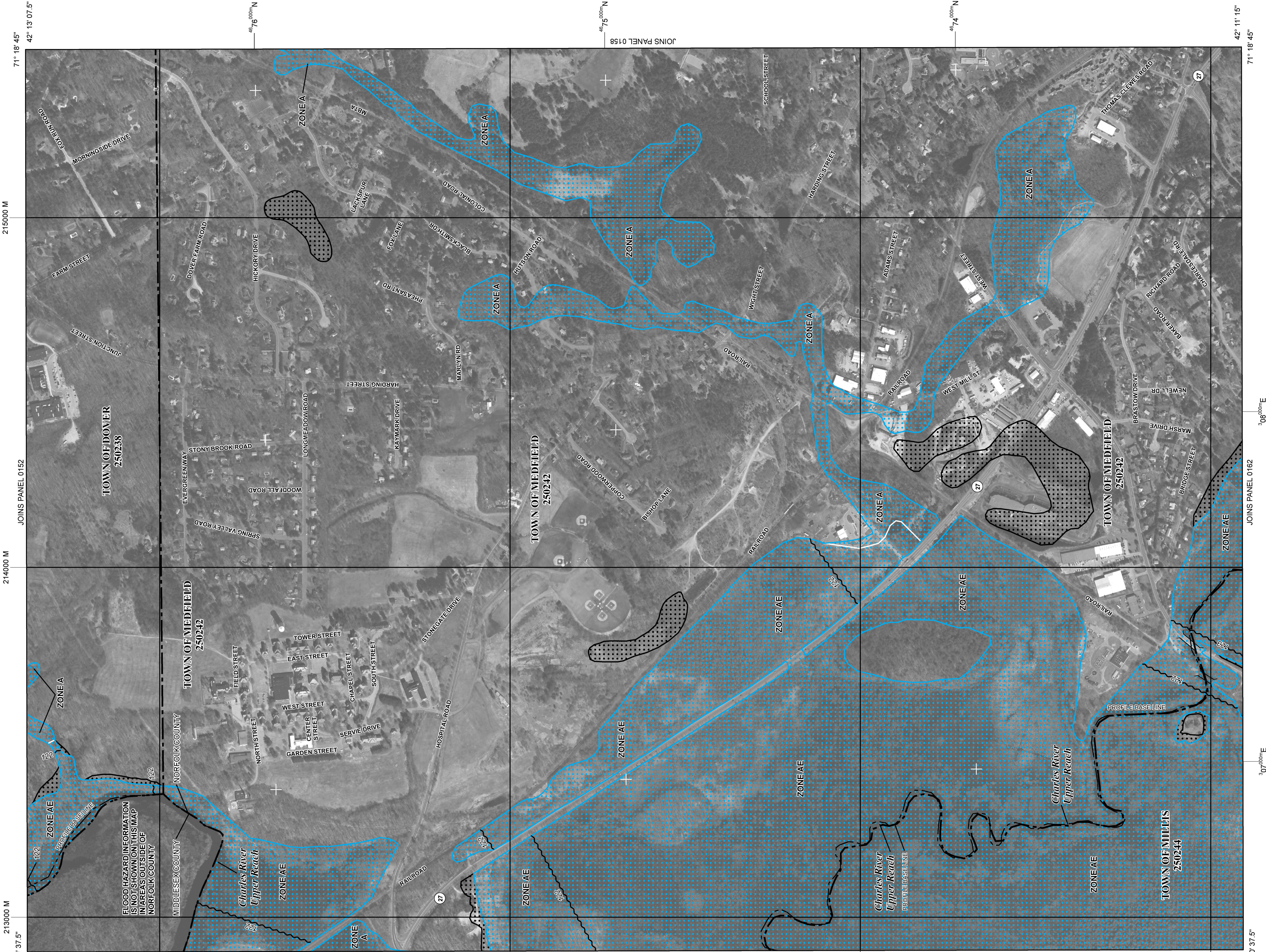
Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on the map. Also, the stream channel centerlines for unregulated streams may differ from what is shown on previous maps.

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LEGEND

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**  
The 1% annual chance flood is the flood having a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard are shown on this map as follows:  
ZONE A No Base Flood Elevations determined.  
ZONE AE Base Flood Elevations determined.  
ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.  
ZONE AO Flood depths of 1 to 3 feet (usually sheet flow or sloping terrain); Average flood depths determined for areas of sheet flow flooding; velocities also determined.  
ZONE AR Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a levee or other flood control system that has been removed or is being removed to provide protection from the 1% annual chance flood.  
ZONE AR# Areas to be protected from 1% annual chance flood by a Federal flood insurance study.  
ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.  
ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

Areas of 0.2% annual chance flood; areas of 1% annual chance flood with levees or other flood control systems that have been removed or are being removed to provide protection from the 1% annual chance flood.

OTHER AREAS

Areas determined to be outside the 0.2% annual chance floodplain.  
Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.  
1% Annual Chance Floodplain Boundary

0.2% Annual Chance Floodplain Boundary

Floodway boundary

Zone D boundary

CBRS and OPA boundary

Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.

Base Flood Elevation line and value; elevation in feet\*

Base Flood Elevation value where uniform within zone; elevation in feet\*

\*Referenced to the North American Vertical Datum of 1988

Cross section line

Transect line

Culvert

Bridge

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere

1000-meter ticks: Massachusetts State Plane Mainland Zone

(FIPS Zone 2001), Lambert Conformal Conic projection

1000-meter Universal Transverse Mercator grid values, zone 19N

Bench mark (see explanation in Notes to Users section of this FIRM panel)

DX5510 X

\*M 5

River Mile

Refer to Map Repositories list on Map Index

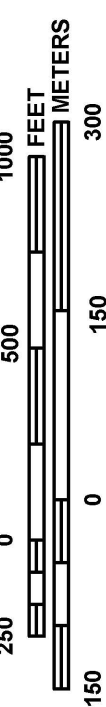
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

July 17, 2012

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 800-368-5646.



NFIP

PANEL 0154E

FIRM  
FLOOD INSURANCE RATE MAP  
NORFOLK COUNTY,  
MASSACHUSETTS  
(ALL JURISDICTIONS)

PANEL 154 OF 430  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:  
COMMUNITY DOVER TOWN OF  
MEDFIELD TOWN OF  
MILLIS TOWN OF

SHEETX  
E  
E  
E

NUMBER  
250238  
250242  
250244

PANEL  
0154  
0154  
0154

MAP NUMBER  
25021C0154E

EFFECTIVE DATE  
JULY 17, 2012

Federal Emergency Management Agency

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

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Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



# CONCEPTUAL SITE AND ARCHITECTURAL PLANS



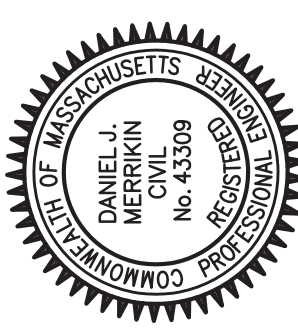
# SOFTER THAN KISS TO WAX

# PRELIMINARY SITE PLAN OF LAND IN

PREPARED BY:  
LEGACY ENGINEERING LLC  
730 MAIN STREET, SUITE 2C  
MILLIS, MA 02054

PREPARED FOR:  
MAYROCK DEVELOPMENT  
16 VANBRUNT AVENUE  
DEDHAM, MA 02026

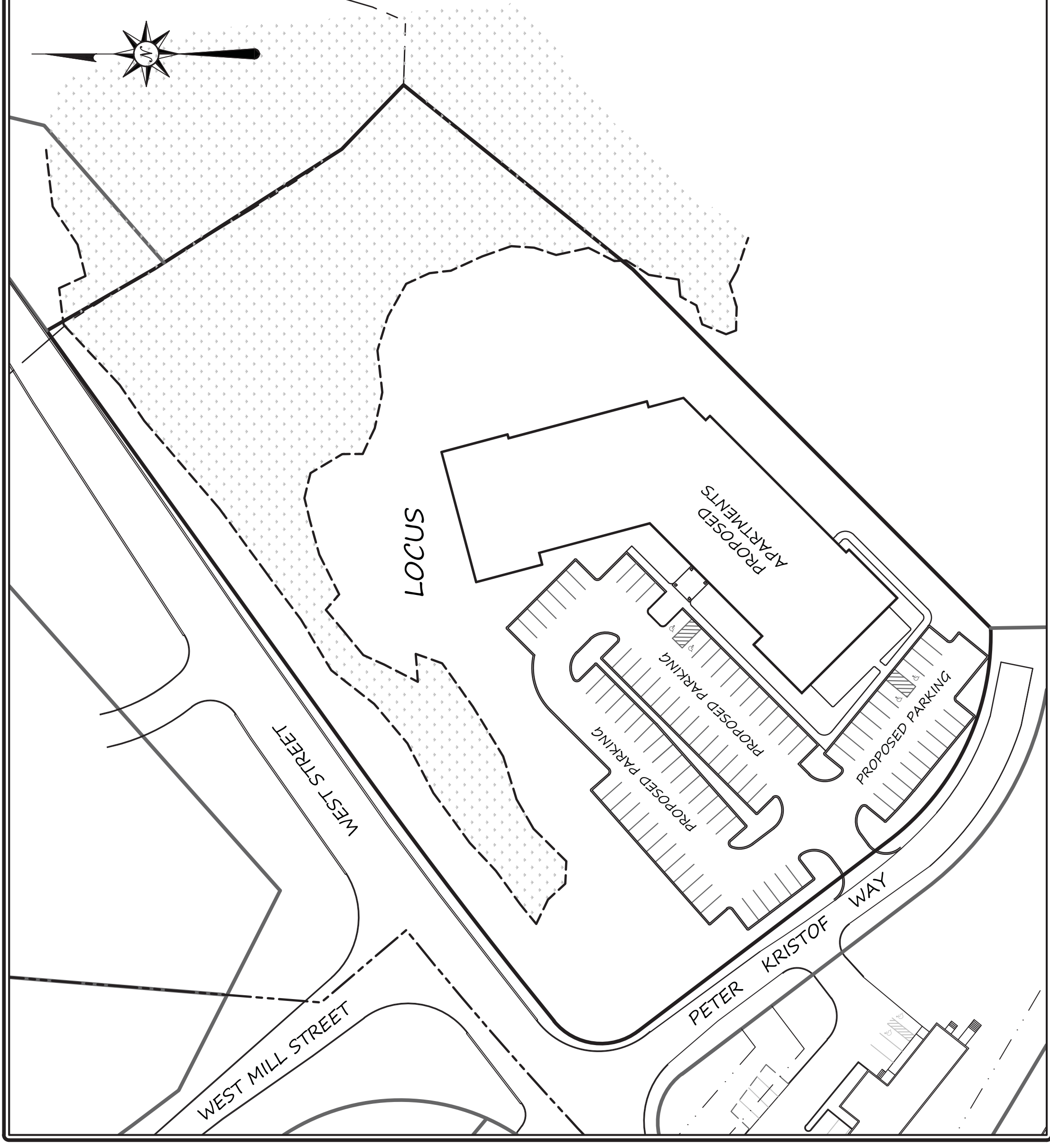
APRIL 5, 2019



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.04.08 15:12:22  
-04'00'

[illegible]

50 PETER KRISTOFF WAY  
COVER SHEET  
PLAN OF LAND  
IN  
MEDFIELD, MA



## PLAN INDEX

SHEET 1 - COVER SHEET  
SHEET 2 - EXISTING CONDITIONS  
SHEET 3 - LAYOUT  
SHEET 4 - GRADING & UTILITIES



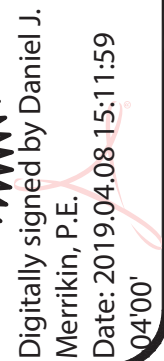
730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)

---

SHEET 1 OF 4

DXX-XX



[illegible]

50 PETER KRISTOFF WAY  
EXISTING CONDITIONS  
PLAN OF LAND  
IN  
MEDFIELD, MA

**OWNER:**  
BECKWITH POST 110 INC.  
AMERICAN LEGION  
50 PETER KRISTOFF WAY  
MEDFIELD, MA 02052

**APPLICANT:**  
MAYKROFT DEVELOPMENT  
16 VANBURST AVE  
DEDHAM, MA 02026

**ASSESSORS REFERENCE:**  
MAP 48 PARCEL 24

**ZONING DISTRICTS:**  
RESIDENTIAL SUBURBAN  
WATERSHED PROTECTION  
DISTRICT (ZONE I)

**DEED REFERENCES:**  
DEED: 4585-5-741

MANY OWNERS - SEE  
ASSESSORS LIST  
55 WEST MILL ST.  
ASSESSOR'S 48-037-01  
THROUGH 48-037-14

N/F J.C. REALTY  
INVESTMENT  
HOLDINGS LLC  
2 WEST MILL ST.  
ASSESSOR'S 48-005

N/F JOHN  
LAROCCA  
4 WEST MILL ST.  
ASSESSOR'S 48-05

N/F 67 WEST  
STREET LLC  
67 WEST STREET  
ASSESSOR'S 48-004

N/F TOWN OF  
MEDFIELD  
WEST STREET  
ASSESSOR'S 48-02

730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)

---

SHEET 2 OF 4

XX-XX



**LEGACY**  
ENGINEERING



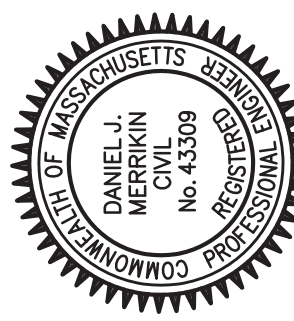
OWNER  
BECKWITH POST 110 INC.  
AMERICAN LEGION  
50 PETER KRISTOFF WAY  
MEDFIELD, MA 02052

APPLICANT  
MAYROCK DEVELOPMENT  
116 VANBRUNT AVE.  
DEDHAM, MA 02026

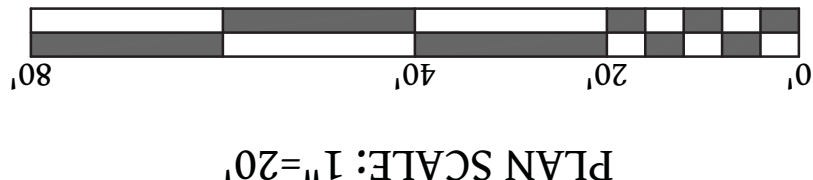
ASSESSORS REFERENCE:  
MAP 48 PARCEL 2.9

ZONING DISTRICTS:  
RESIDENTIAL SUBURBAN  
WATERSHED PROTECTION  
DISTRICT (ZONE II)

DEED REFERENCES:  
DEED: 4585-741



Digitally signed by Daniel J. Merrikin, P.E.  
Date: 2019.04.08 15:11:36 -0400



REVISION		DATE	BY

PLAN DATE: APRIL 5, 2019

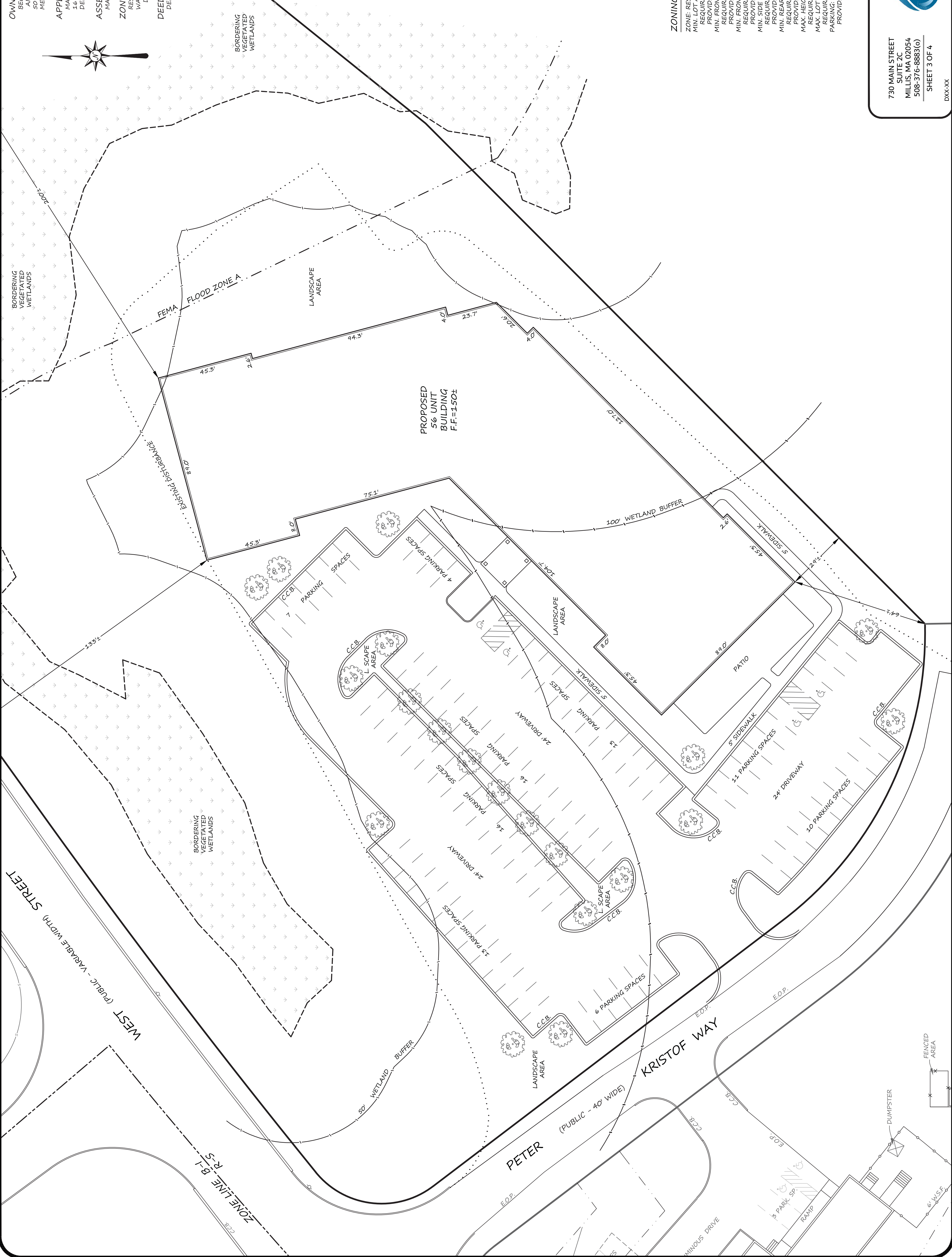
50 PETER KRISTOFF WAY  
IN  
PLAN OF LAND  
LAYOUT  
MEDFIELD, MA

ZONING REQUIREMENTS:  
ZONE: RESIDENTIAL SUBURBAN  
MIN. LOT AREA:  
REQUIRED: 20,000 S.F.  
PROVIDED: 200,000 S.F.±  
MIN. FRONTAGE:  
REQUIRED: 96'  
PROVIDED: 560'  
MIN. REAR SETBACK:  
REQUIRED: 35'  
PROVIDED: 35'  
MIN. SIDE SETBACK:  
REQUIRED: 64'  
PROVIDED: 64'  
MIN. SIDE SETBACK:  
REQUIRED: 12'  
PROVIDED: 2.9'  
MIN. REAR SETBACK:  
REQUIRED: 40'  
PROVIDED: 200'  
MAX. HEIGHT:  
REQUIRED: 35'  
PROVIDED: 35'  
MAX. GROUND COVER:  
REQUIRED: 20%  
PROVIDED: 96%



730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)  
SHEET 3 OF 4

DXX-XX







PLAN SCALE: 1"=20'

[illegible]

50 PETER KRISTOFF WAY  
GRADING & UTILITIES  
PLAN OF LAND  
IN  
MEDFIELD, MA



730 MAIN STREET  
SUITE 2C  
MILLIS, MA 02054  
508-376-8883(o)

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SHEET 4 OF 4

XX-XX

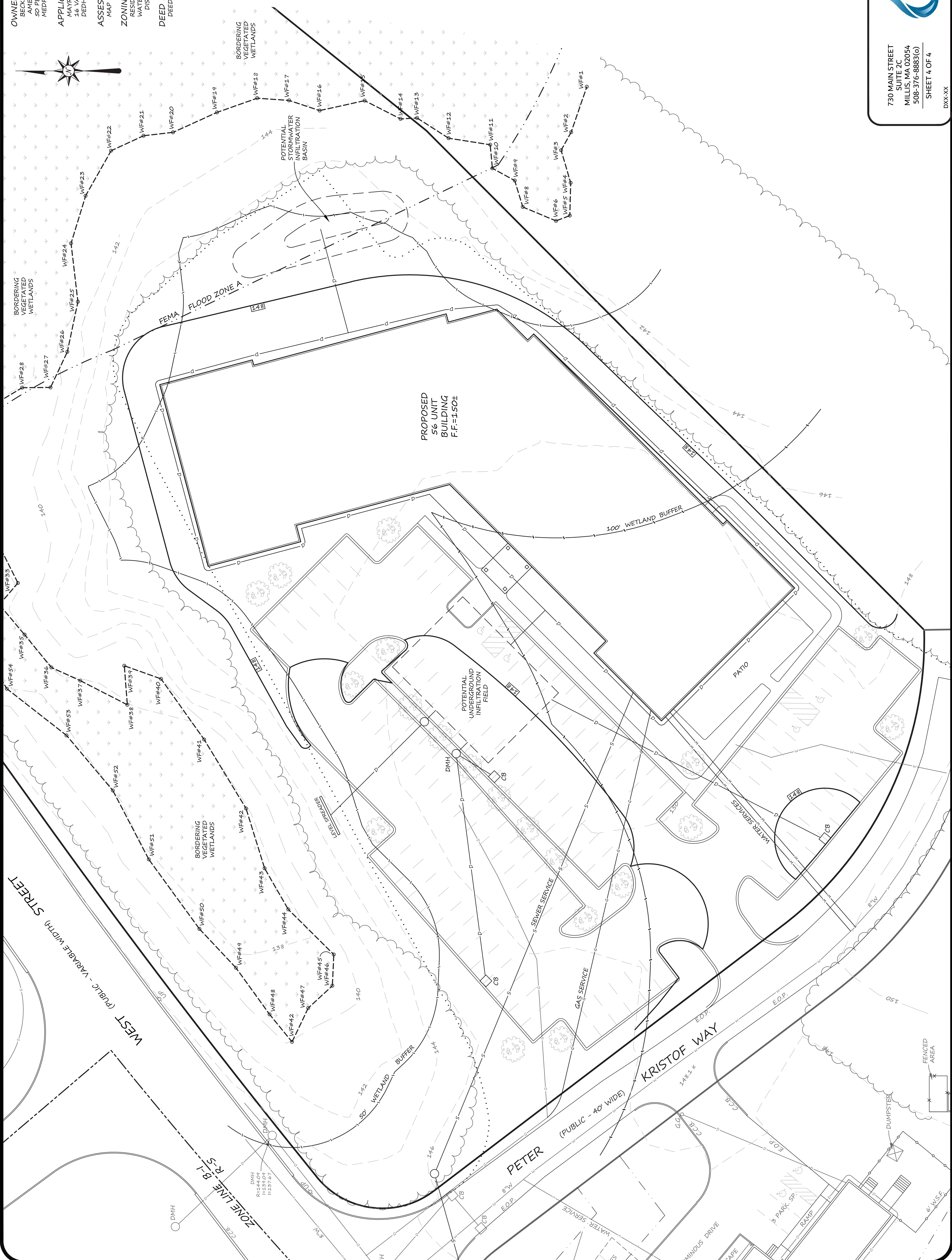
OWNER  
BECKWITH POST 110 INC.  
AMERICAN LEGION  
50 PETER KRISTOFF WAY  
MEDFIELD, MA 02052

APPLICANT  
MAYROCK DEVELOPMENT  
16 VANBRUNT AVE.  
DEDHAM, MA 02026

ASSESSORS REFERENCE:  
MAP 48 PARCEL 29

**ZONING DISTRICTS:**  
RESIDENTIAL SUBURBAN  
WATERSHED PROTECTION  
DISTRICT (ZONE 1)

DEED REFERENCES:  
DEED: 4585-741





[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Project Location

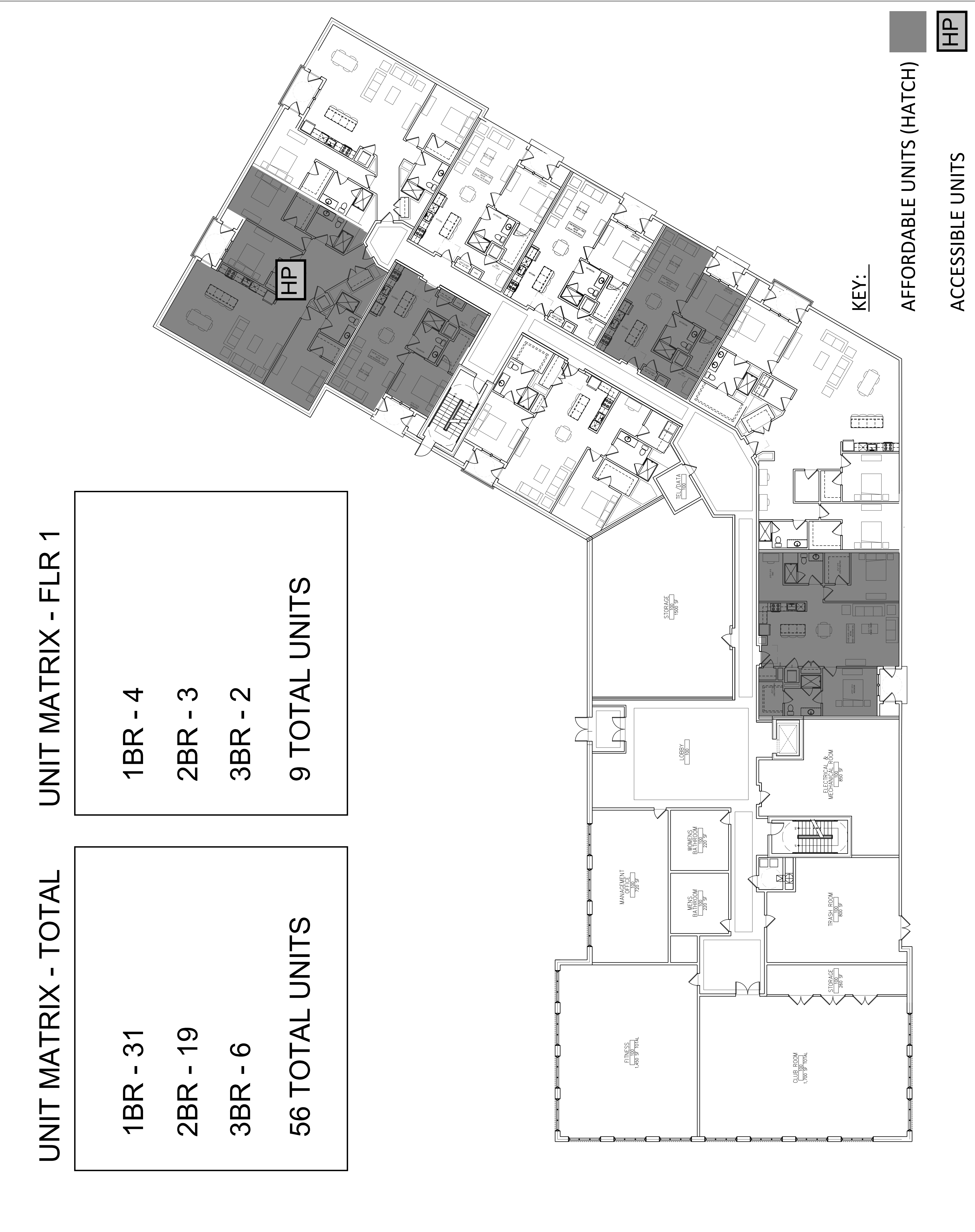
Title  
1st Floor Plan

Dwg # A101


Date	April 2, 2019
Drawn by	

Checked by

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



**KEY:**



[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Project Location  
50 Peter Kristof Way  
Medfield, MA 02052

Title  
2nd Floor Plan

Dwg # A102

Date April 2, 2019

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

$$3/32" = 1' - 0"$$


# UNIT MATRIX - FLR 2/3



1BR - 9

2BR - 6

3BR - 2

17 TOTAL UNITS

**KEY:**



[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Project Location

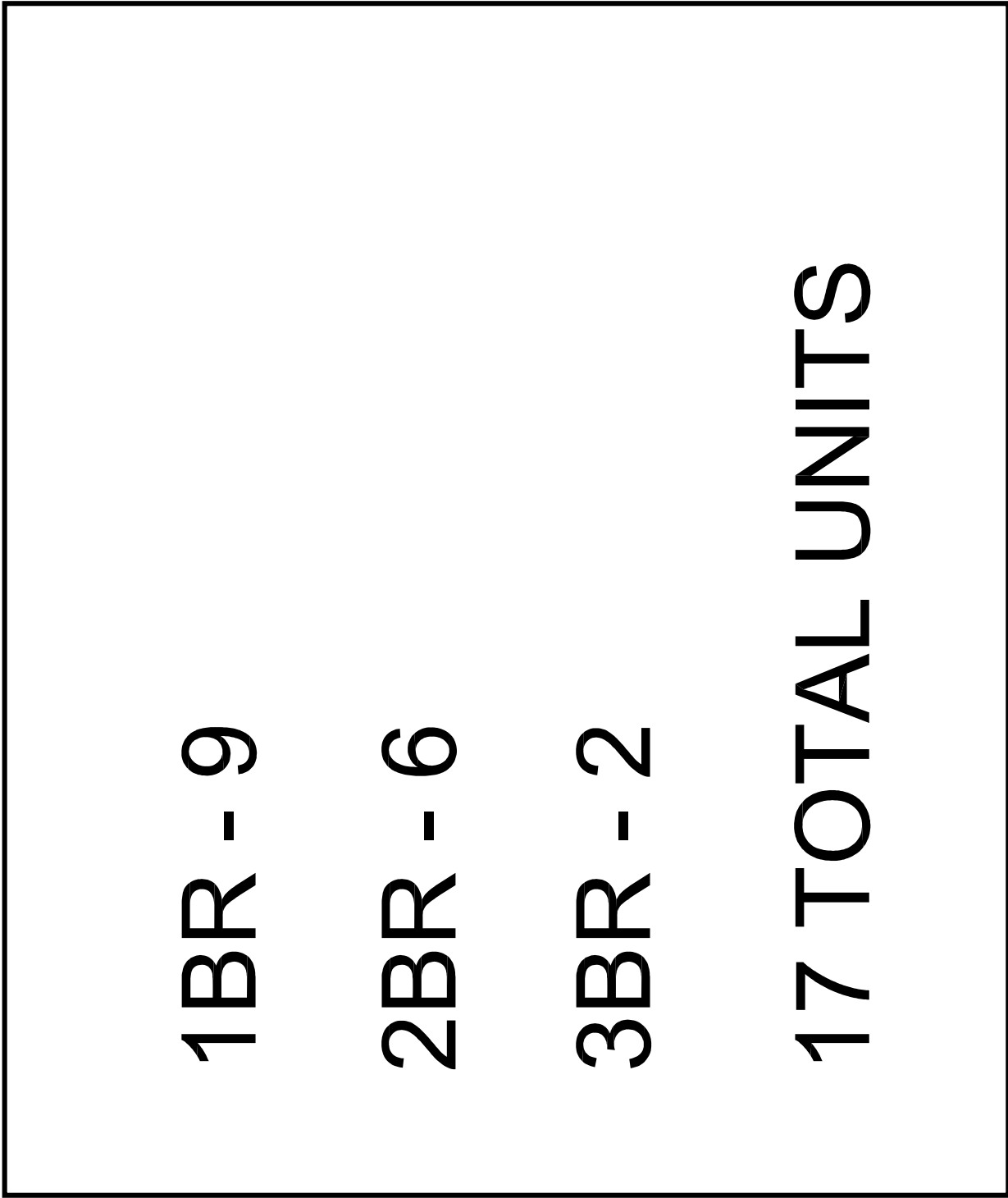
Title  
3rd Floor Plan

Dwg #


Date	April 2, 2019
Drawn by	

Checked by

Scale



**KEY:**





[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

# Aura at Medfield

Project Location

**50 Peter Kristof Way**

**Medfield, MA 02052**

50 Peter Kristof Way  
Medfield, MA 02052

Title  
4th Floor Plan

## 4th Floor Plan

Dwg # A104

# A104

Date	April 2, 2019
Drawn by	
Checked by	


Drawn by

Checked by

Scale



**KEY:**





Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

Project Location

**50 Peter Kristof Way**

**Medfield, MA 02052**

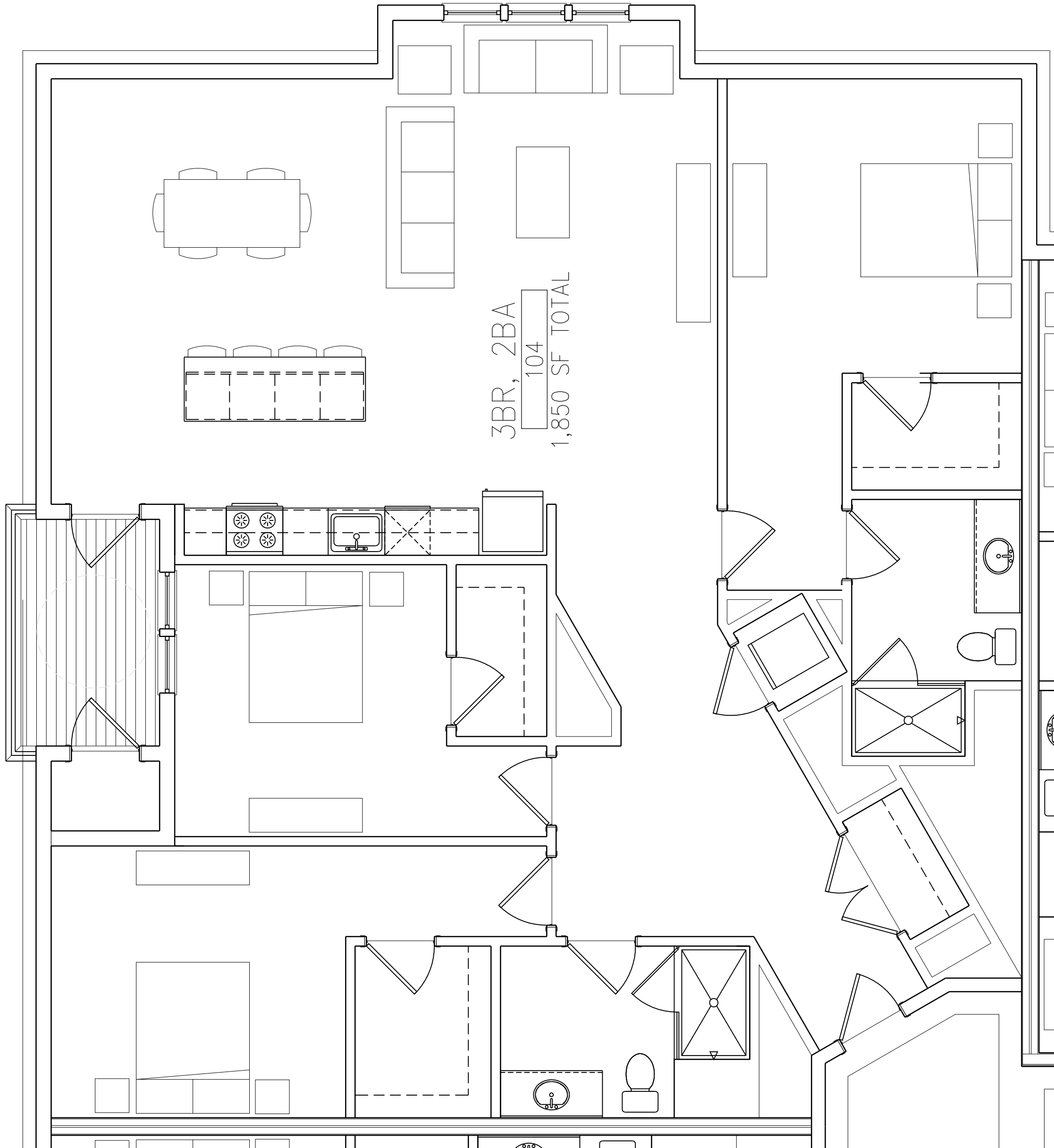
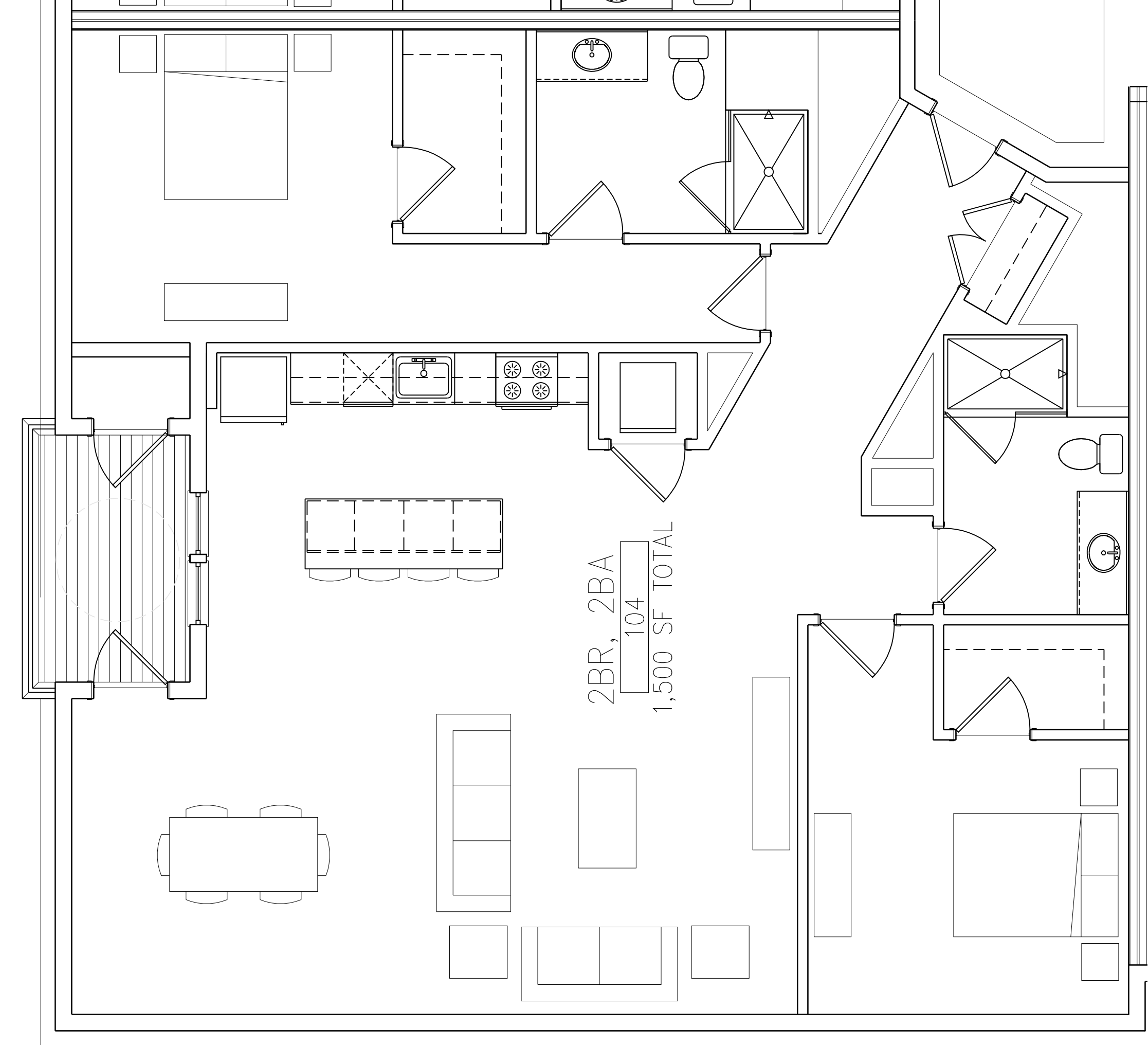
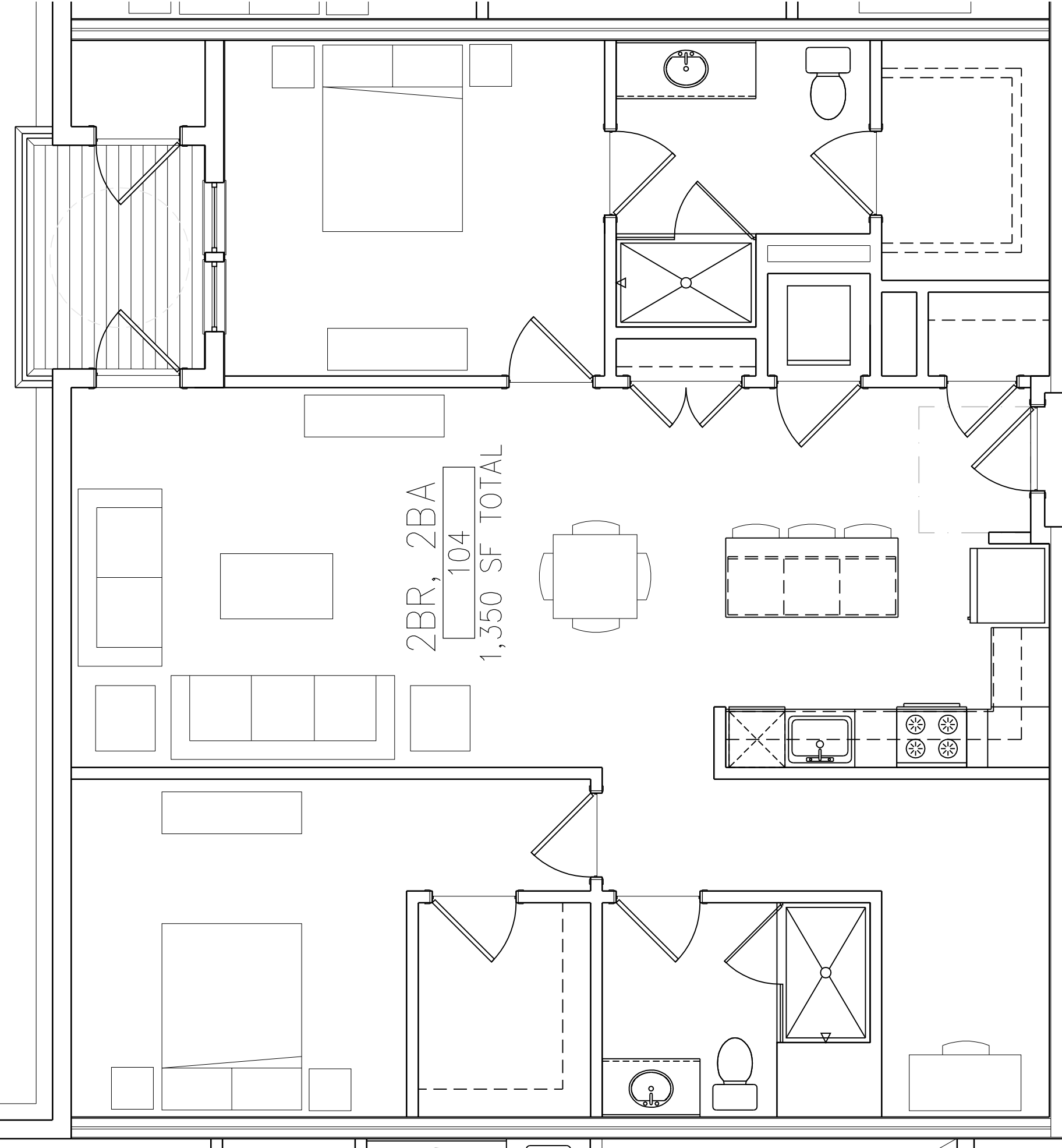
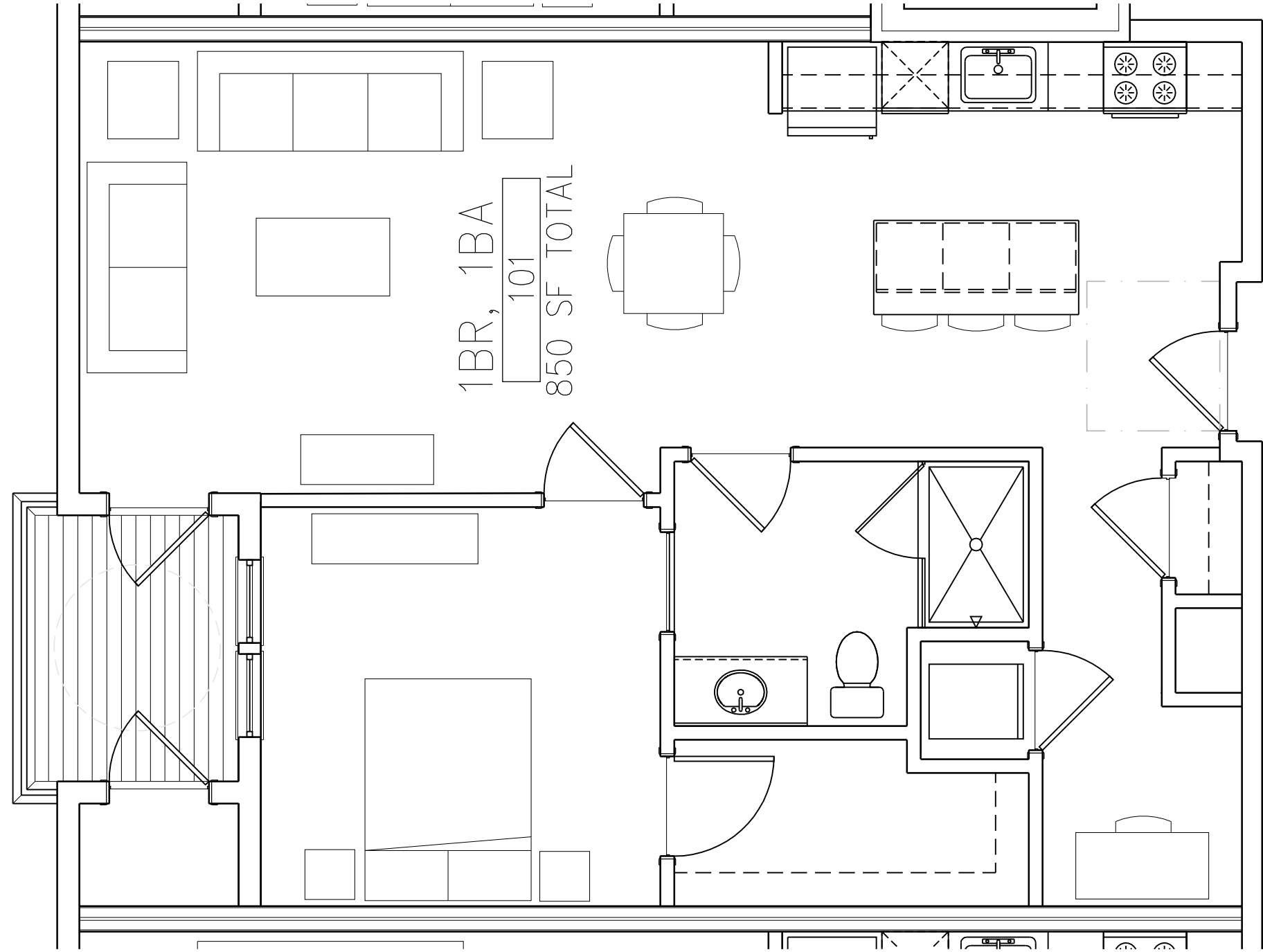
# Title Typical Unit Plans

Dwg # A201

Date April 2, 2019

Drawn by

Checked by

$$1/4" = 1' - 0"$$


[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

# Aura at Medfield

Project Location  
50 Peter Kristof Way  
Medfield, MA 02052

50 Peter Kristof Way

Medfield, MA 02052

# Typical Unit Plans

# Typical Unit Plans

Dwg # A202

# A202

Date April 2 2019

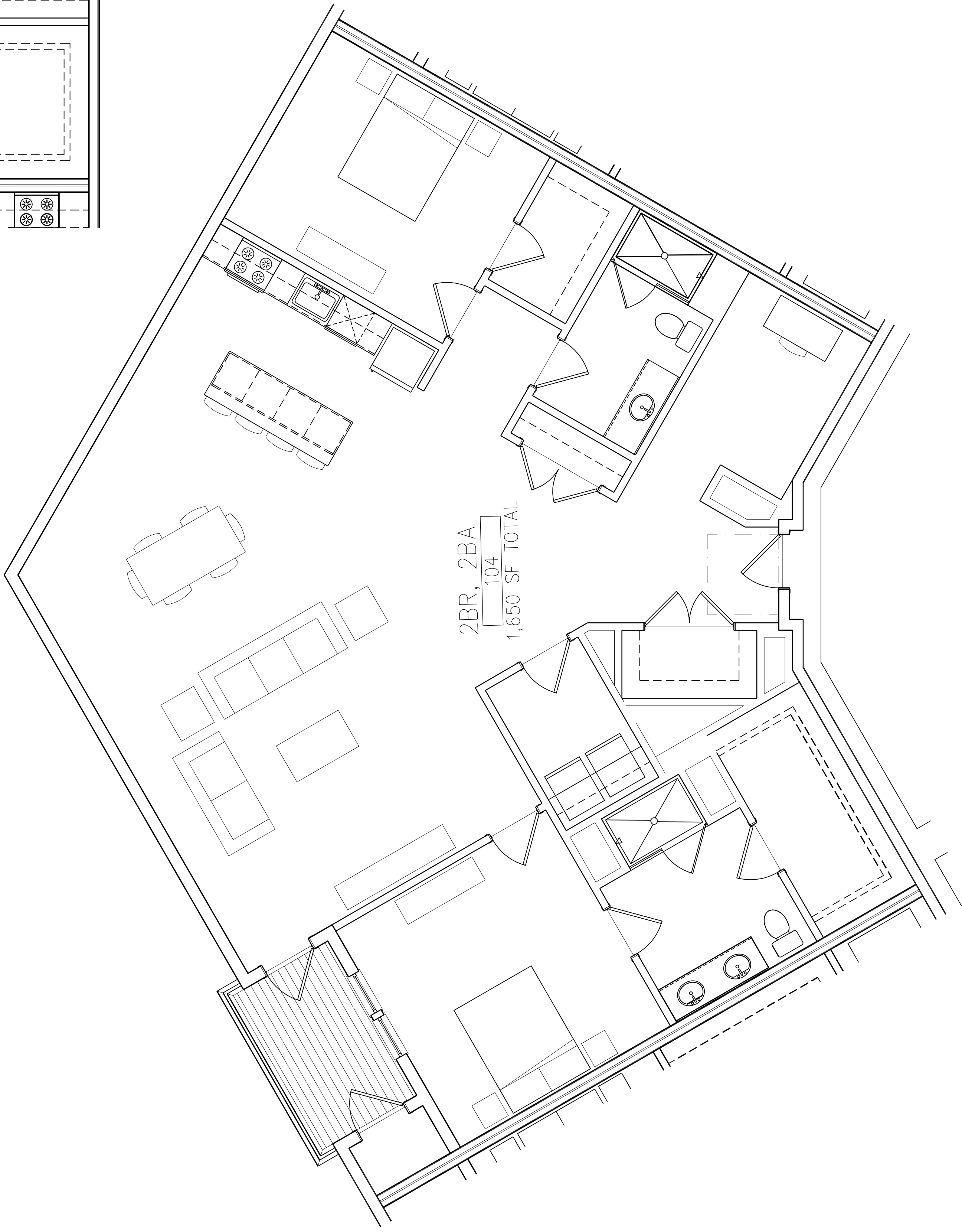
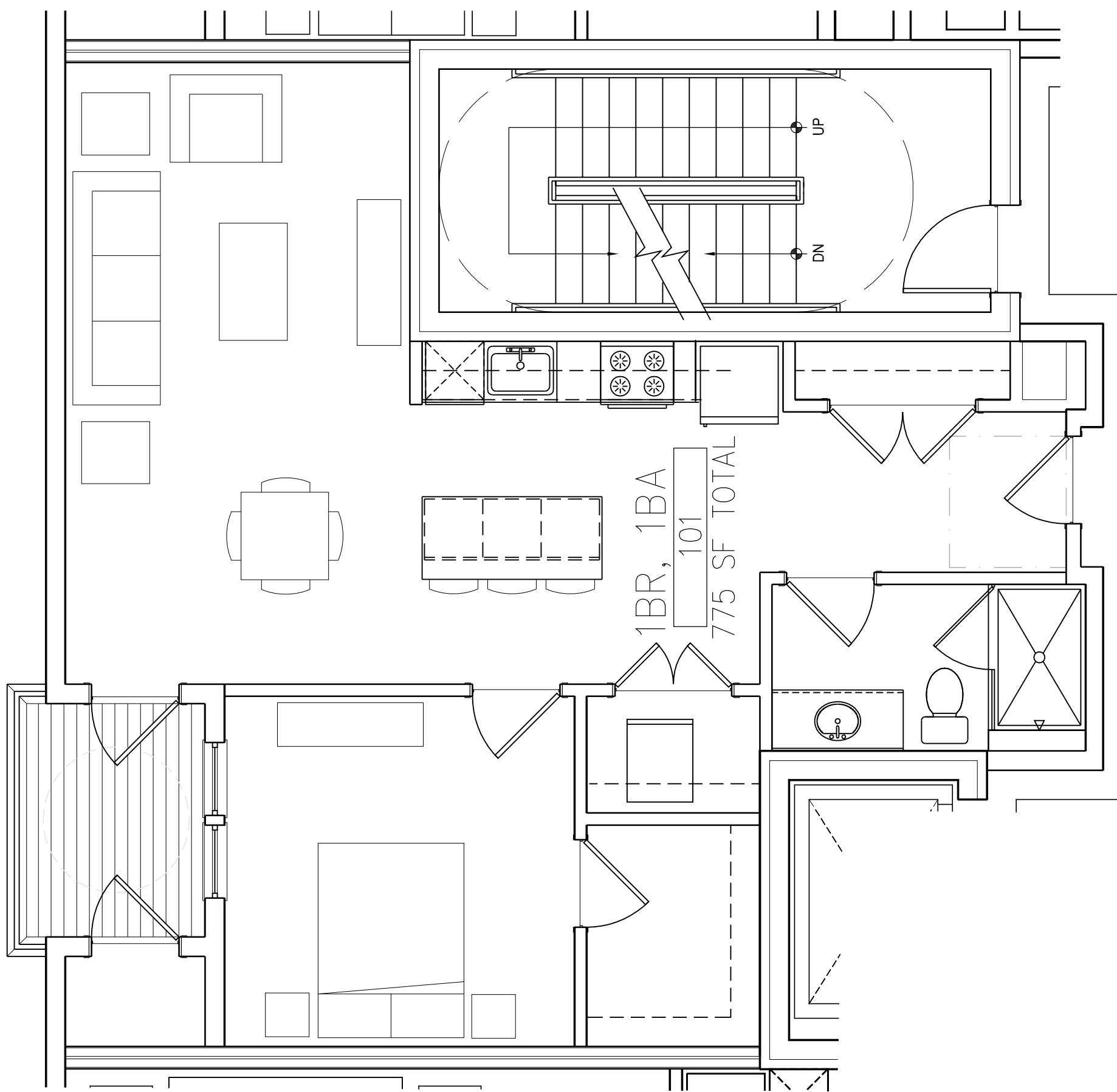
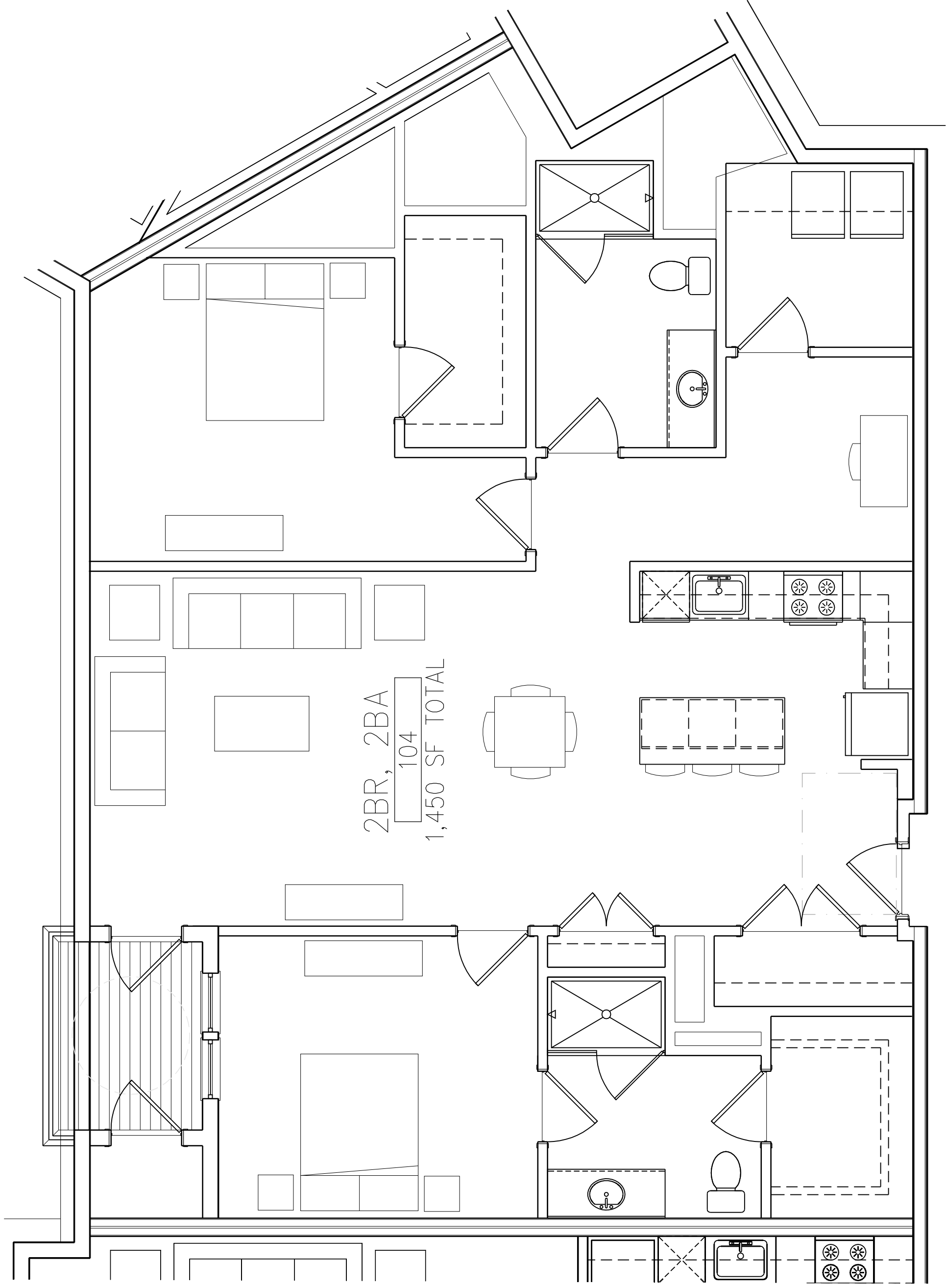
Date April 2, 2019

Drawn by

Checked by

Scale

1/4" = 1' - 0"







Architect of Record

# Aura at Medfield

Project Name

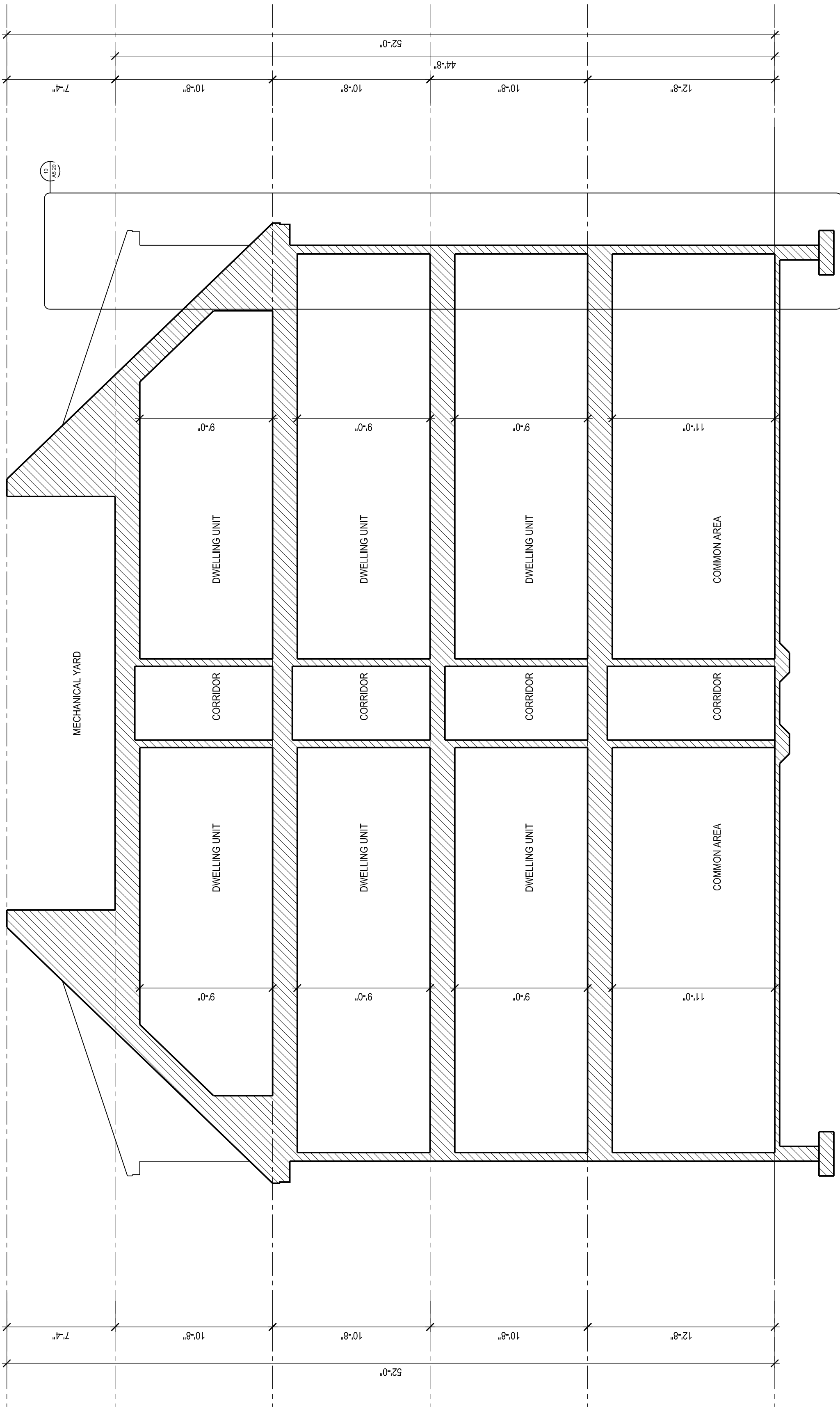
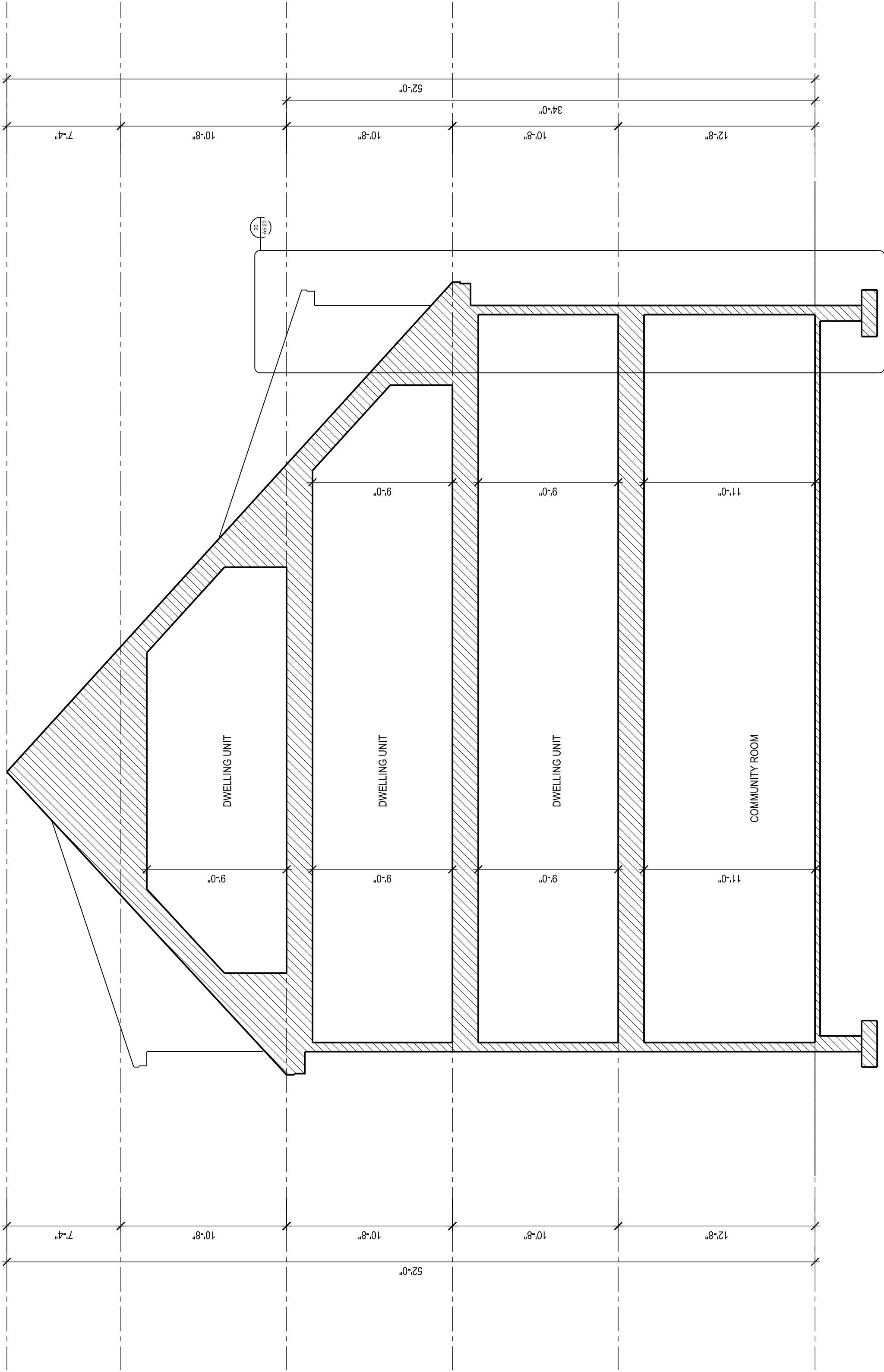
Project Location  
50 Peter Kristof Way  
Medfield, MA 02052

## Title Building Sections

Dwg # A501

Date April 2, 2019

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



[illegible]

Architect of Record

Project Name	Aura at Medfield
Project Location	50 Peter Kristof Way Medfield, MA 02052

# Aura at Medfield

Project Location  
50 Peter Kristof Way  
Medfield, MA 02052

## Title Exterior Wall Sections

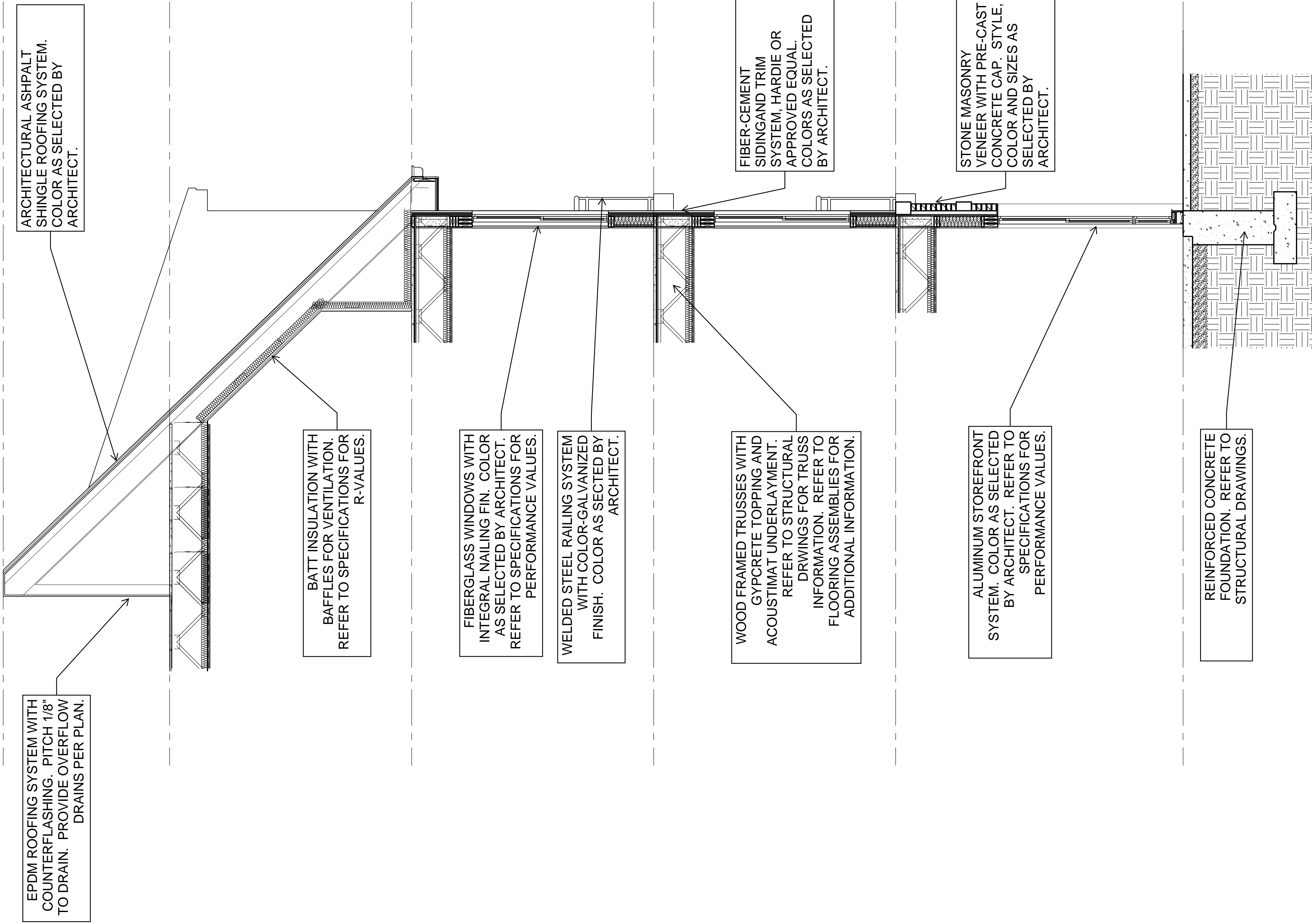
# A520

Date April 2, 2019

Drawn by

Checked by

Scale



# AFFIRMATIVE FAIR HOUSING MARKETING PLAN

(To be submitted under separate cover)

## 21E SUMMARY

**PHASE I ENVIRONMENTAL SITE ASSESSMENT,  
LIMITED SUBSURFACE INVESTIGATION  
AND  
PRELIMINARY GEOTECHNICAL EVALUATION**

**AMERICAN LEGION  
50 PETER KRISTOF WAY  
MEDFIELD, MA 02052**

*Prepared for:*

**MAYROCK DEVELOPMENT, LLC.  
40 VAN BRUNT AVENUE  
DEDHAM, MA 02026  
ATTN: MR. ED COOLBIRTH**

*Prepared by:*

**OHI ENGINEERING, INC.  
44 WOOD AVENUE  
MANSFIELD, MA 02048  
508-339-3929  
508-339-3140 (FAX)**

**OHI PROJECT 18-1908**

*Report Date:*

**NOVEMBER 13, 2018**

November 13, 2018

Ed Coolbirth  
Mayrock Development, LLC  
40 Van Brunt Ave  
Dedham, MA 02026

Re: ASTM Phase I Environmental Site Assessment,  
Limited Subsurface Investigation  
Geotechnical Evaluation  
50 Peter Kristof Way  
Medfield, Massachusetts 02052

Dear Mr. Coolbirth:

OHI Engineering, Inc. (OHI) is forwarding the enclosed report on the Phase I Environmental Site Assessment (ESA), Limited Subsurface Investigation (LSI) and Geotechnical Investigation services for the property at 50 Peter Kristof Way in Medfield, Massachusetts. The report has been prepared in accordance with our agreement.

Please call me at (508) 339-3929 should you have any questions or comments. Thank you for the opportunity to be of service.

Very truly yours,

**OHI ENGINEERING, INC.**



Brian G. Snow, P.G., LSP, LEP  
Senior Project Manager



Jared J. Kelly  
Project Engineer

Enclosure

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### **APPENDICES**

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Appendix C	Boring Logs
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Appendix F	Laboratory Data Sheets
Appendix G	Environmental Professional Résumés



## 1.0 SUMMARY

### 1.1 EXECUTIVE SUMMARY

OHI Engineering Inc. (OHI) was retained by Mr. Ed Coolbirth of Mayrock Development, LLC to conduct an ASTM Phase I Environmental Site Assessment (ESA), Limited Subsurface Investigation (LSI), and Preliminary Geotechnical Evaluation (Geotech) for the “Subject Property” identified as 50 Peter Kristof Way in Medfield, Massachusetts (see **Figure 1 – Site Locus Map**) and is located on the north side of Peter Kristof Way.

According to the Town of Medfield Assessor’s Department, 50 Peter Kristof Way is identified as Parcel ID 48-029 and contains approximately 4.498-acres of land in one parcel (see **Figure 2 – Parcel Map** and **Appendix A – Assessor’s Building Card**). Approximately half of the Subject Property is undeveloped, wooded land. The remainder of the lot contains a 12,872 square foot building that is utilized as an American Legion banquet hall, which contains a conference room, two bars, a commercial kitchen, two small offices, and several storage rooms. The building is built on a concrete slab and was originally constructed in 1970. A majority of the developed portion of the parcel is paved and is utilized for the staging of school buses during off hours. The Assessor’s Department lists Beckwith Post 110 as the current Property owner. The Property is zoned as RS, Residential Suburban 20,000 sq. ft., and is utilized as a banquet hall.

No Recognized Environmental Conditions (RECs) were identified for the Subject Parcel. A Limited Site Investigation (LSI) was completed to assess the potential RECs associated with a former unlined/uncapped landfill adjacent to the Subject Property and the on-Site leaching septic system. The results of the LSI indicate that soil and groundwater at the Subject Property have not been impacted to levels above regulatory standards by the proximity of the former landfill or the septic system. Based on the results of the LSI, further environmental assessment/remediation is not recommended at the Subject Property.

OHI recommends the installation of a passive sub-slab depressurization system beneath the foundation slab to facilitate the venting of methane, should it become an indoor air concern based on the close proximity to the former Medfield Landfill.

### 1.2 PURPOSE

The purpose of this ESA was to assess for the presence or absence of RECs, Historical RECs (HRECs), or Controlled RECs (CRECs) as defined in ASTM E-1527-13 entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment*. As such, the scope of work, level of inquiry, and implied limitations of this practice were followed and pertain to this assessment.

RECs are defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions

indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

HRECs are defined as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

CRECs are defined as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

The terms RECs, HRECs, and CRECs are not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be the subject of a notification and/or enforcement action if brought to the attention of appropriate governmental agencies.

### 1.3 SCOPE OF WORK

In accordance with the ASTM standard referenced above, OHI performed the following activities as part of our investigation:

- OHI conducted visual inspections of surface conditions at exterior and interior portions of the buildings at the Subject Property;
- OHI conducted assessment of the Subject Property and surrounding properties for visual and/or olfactory evidence of the use, storage, and/or release of oil and/or hazardous material;
- OHI reviewed readily-available documents and records on file at Town of Medfield municipal agencies to ascertain the history of the Subject Property, to identify characteristics of the Subject Property, and to assess for the presence or absence of RECs, HRECs, or CRECs at and in the immediate vicinity of the Subject Property;
- OHI requested a review of files available at the Medfield Fire Department to ascertain the history of the Subject Property with regard to releases of oil and other hazardous materials at the Subject Property or in the Subject Property vicinity;
- OHI reviewed a report of federal and state (i.e., via an electronic database product) environmental records conducted by a database search contractor engaged by OHI to identify any federal-listed or state-listed sites within the search radii specified in ASTM E-1527-13 and to obtain information on the use, storage and/or release of oil and/or hazardous materials at or near the Subject Property; and,

- OHI conducted a Limited Subsurface Investigation (LSI) consisting of soil and groundwater sampling and analysis. The limited subsurface investigation was completed to provide further information regarding items identified in the ESA as potential RECs.

OHI did not conduct sampling or laboratory analyses to identify asbestos-containing materials, lead-based paint, drinking water quality issues, urea foam formaldehyde insulation, mold, radon, or electromagnetic radiation at the Subject Property.

## FINANCING LETTER



April 11, 2019

William Lane  
Edward Coolbrith  
Mayrock Development LLC.  
40 Van Brunt Ave.  
Dedham, MA 02026

RE: Proposed 56 unit development at 50 Peter Kristof Way, Medfield, MA

Dear Gentlemen,

Thank you for your inquiry for financing the acquisition and development of 50 Peter Kristof Way, Medfield, MA.

Based on your financial capacity and excellent credit history with Rockland Federal Credit Union, the Credit Union has determined that you are qualified, subject to Rockland Federal Credit Union underwriting standards, to purchase and develop 56 units located at 50 Peter Kristof Way Medfield, MA.

Best Regards,

A handwritten signature in blue ink, appearing to read "T. White", with a long, sweeping horizontal stroke extending to the right.

Thomas C. White  
President/CEO

## LOCAL SUPPORT LETTER



(508) 359-3027  
(508) 359- 6182 FAX

# TOWN OF MEDFIELD

## AFFORDABLE HOUSING TRUST

TOWN HOUSE, 459 MAIN STREET  
MEDFIELD, MASSACHUSETTS 02052-2009

April 7, 2019

Local Initiative Program  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
Attn: Alana Murphy, Deputy Associate Director

Dear Ms. Murphy,

I write as an Affordable Housing Trust member and project liaison to brief you on the process and deliberations leading to our endorsement of Mayrock Development, Inc.'s LIP proposal for the American Legion site at 50 Peter Kristof Way, and its subsequent approval by the Board of Selectmen.

The Legion property is listed as a potential project in Medfield's approved 2016 Housing Production Plan and tracked by the Affordable Housing Trust (AHT) since first convening in August of 2017. I was assigned as the project liaison to keep open communication with the property owner and any potential developers, serving as a resource and a way to keep the Trust informed.

The American Legion entered into a purchase agreement with Mayrock Development, LLC in late July of 2018 and Mayrock immediately engaged in the Medfield prescribed "friendly 40B" process. Mayrock proposed a 56 unit four story apartment building comprised of 32 one, 18 two, and 6 three bedroom units, 25% of which will be affordable. Additionally, the proposed development includes a common meeting room and storage room that will be used by the Legion for their meetings and associated materials.

The formal interactions of the AHT and Mayrock are as follows:

August 2, 2018	Intro meeting with Mayrock, Sarah Raposa (town planner) and Jim Brand as AHT liaison
September 26, 2018	Abutter meeting held by Mayrock at the American Legion
October 4, 2018	AHT Meeting #1 – Presented design. AHT requested traffic & market surveys
December 6, 2018	AHT Meeting #2 – Provided material, took additional questions
February 4, 2019	AHT Meeting #3 – Presented final material, AHT voted to endorse to BoS

The abutter meeting had very few abutters in attendance, but had a few other citizen and Legion members in attendance. There were generally no significant objections voiced about the proposed project.

During the formal AHT meetings Mayrock was open to the comments and suggestion of the Trust, and performed requested traffic studies and housing market analysis. These showed a

minimal impact on total traffic, and a satisfactory housing demand and saturation rate for apartments of the type and cost being considered. Concurrently the AHT initiated a “mini market review” through its housing consultant Community Opportunities Group (COG) that looked at Medfield and the neighboring towns taking into account the development that is in the pipeline. This similarly showed market support.

Building size, unit count and traffic were taken into consideration as part of the deliberations; it was generally felt by the Trust that this location could adequately accommodate a development of this size without negative impact to the area.

As it relates to annual safe harbor and our overall position relative to reaching a 10% Subsidized Housing Inventory (SHI), 25% of the apartment units are affordable, allowing the town to receive credit for all 56 units and provide two years of safe harbor for 2020 and 2021. Being self-financed or carrying low debt, there is low risk financing will not come through. This will bring us to a total of 411 units and 9.7% assuming Medfield Meadows receives ZBA approval.

The only other significant development on the near horizon is Rosebay on Pound Street, the proposed 45 unit senior housing development. For several reasons, including those stated in the Town’s comment letter and the development’s dependence on DHCD tax credit funding, it is unlikely that this project would be ready for the Town’s 2020 safe harbor deadline if it proceeds at all.

At the February 4, 2019 meeting the Affordable Housing Trust board vote 4-0-1 (two members absent, one abstained) to endorse this project to the Board of Selectman for consideration, and on February 19, 2019 the Board of Selectmen unanimously voted to approve the Mayrock Development project at 50 Peter Kristof Way as a Local Initiative Project.

We consider this an important project that lines up nicely with our annual safe harbor goals and deployment of our Housing Production Plan and hope that you will favorably consider their application.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Jim Brand".

Jim Brand, Member  
Affordable Housing Trust



MAYROCK DEVELOPMENT LLC  
40 VAN BRUNT AVE  
DEDHAM, MA 02026

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53-7353/2113

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⑆ CHECK NUMBER

PAY  
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Mass Dept of Housing & Community Development \$ 6,800.00

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FOR

L.T.P. Application

Nadia Lane

MP

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