## BY HAND

Town of Hamilton
Zoning Board of Appeals
577 Bay Road
Hamilton, MA 01936
ATTN: Mary-Ellen L. Feener

## Re: Asbury Commons - 40B Comprehensive Permit Application

Dear Ms. Feener:

Please find the following enclosed, submitted on behalf of Harborlight Community Partners, Inc.:
(1) Application for Zoning Board of Appeals Hearing;
(2) Application for Comprehensive Permit;
(3) Department of Housing and Community Development Project Eligibility Letter;
(4) Architectural, Site \& Utility Plans;
(5) Concept Plan;
(6) Landscaping Plans;
(7) Building Summary Sheet;
(8) Hancock Associates Memo re: 466 Highland Street Utilities;
(9) Hancock Associates Stormwater Management Report;
(10) Photographs of Existing Site Conditions;
(11) Email from Property Owner authorizing filing;
(12) Option to Purchase (with pricing redactions) (proof of site control);
(13) Annual Report of Harborlight Community Partners, Inc. filed under M.G.L. c. 180 (proof of non-profit entity status);
(14) Statement by the Applicant as to how the project will satisfy the need for Low or Moderate income housing in the Town;
(15) Table of Requested Waivers;
(16) Request for Legal Notice; and
(17) Certified Abutters List.

Please do not hesitate to contact me with any questions or concerns regarding this application. I appreciate your time and consideration of this matter.

Very truly yours,
/s/ Benjamin B. Tymann
Benjamin B. Tymann

## Enclosures

cc: Andrew DeFranza, Executive Director, Harborlight Community Partners, Inc.

## TOWN OF HAMILTON

## ZONING BOARD OF APPEALS

## APPLICATION FOR ZONING BOARD OF APPEALS HEARING To be completed by all Applicants

Date Submitted: March 2022
Applicant Name: Harborlight Community Phone: 978.922 .1305
Partners
Applicant Address: 283 Elliot Street, Beverly, MA 01915
Applicant respectfully petitions the Board of Appeal for the following:
That he/she is seeking (check all that apply):
$\square$ Variance: (State Type)
$\square$ Extension or Alteration of a Non-Conforming Use, Structure, or Lot
$\square$ Site Plan Review
$\square$ Abbreviated Site Plan Review
$\square$ Special Permit: (State Type)

$\square A p p e a l ~ o f ~ D e c i s i o n ~ o f ~ t h e ~ B u i l d i n g ~ I n s p e c t o r ~$$\quad$| $\square$ Conversion for Temporary Living Area |
| :--- |
| Comprehensive Permit |
| $\square$ Other: |

Address of Property if different from Applicant Address above: 466 Highland Street, Hamilton, MA 01982
Owner of property if different from Applicant noted above: Britton Family, LLC
Note: If not the owner of the property, applicant must provide proof they are either the holder of a written option to purchase the property (or) verification they have authority to act on behalf of the owner of the property.

Zoning District: $\quad$ R-1B
Existing Lot Size: 4.89 acres to be subdivided from 104-acre parcel at 466 Highland Street
State Briefly what structures are on the property: Currently, no structures exist at the property. The property is currently in agricultural use as a hay field.

State in detail what the petitioner desires to do at said subject property:
Petitioner, Harborlight Community Partners, intends to construct a 45 -unit Multifamily Housing building with appurtenant utilities and a 68 -space parking lot.

State whether any petition as to the said premises has been submitted to this Board within the last five years. If so, give details:

No petition has been submitted to this Board within the last five years.

State if any Building Permit has been granted to said premises within the past two years. If yes, give details:
No building permit has been granted to said premises within the past two years.

Signed:


Address: Benjamin B. Tymann, Esq.
Tymann, Davis \& Duffy LLP One Boston Place, Suite 2600 Boston, MA 02108

Phone: 617-933-9490

## APPLICATION CHECK SHEET <br> HAMILTON ZONING BOARD OF APPEALS

COMPREHENSIVE PERMIT
14 copies of all Materials. Refer to Instruction Sheet and "Town of Hamilton, MA -
Comprehensive Permit Rules of the Zoning Board of Appeals" as adopted May 7. 2003

## Entity Seeking Comprehensive Permit

- Limited Divided Organization
- Non-Profit Organization
- Public Agency
- Local Agency

Application Materials Required Refer to "Comprehensive Permit Rules of the Zoning Board of Appeals" as adopted May 7, 2003 for complete information where a Section reference is made below

## Completed Application Form

- Preliminary Site Development Plans - See Section 3.01a
- Report on existing site conditions including surrounding areas - See Section 3.01b
- Preliminary scaled architectural drawings for all proposed buildings including plans, elevations, and sections - See Section 3.01c
- Tabulation of proposed buildings by type and size; summary of percentage of land use occupied by buildings, parking, paved areas, other - See Section 3.01d
Preliminary subdivision plan where applicable
- Preliminary site utilities plan(s) - See Section 3.01f
- Preliminary plan indicating driveways, traffic flow, ingress/egress, paving - See Section 3.01 g
- Documents showing applicant fulfills the jurisdictional requirements of 760 CMR 31.01 - See Section 3.01h
- List of requested exceptions to local requirements and regulations
- Statement by the Applicant as to how the project will satisfy the need for Low or Moderate income housing in the Town
Projected financial and budget information showing cost of Project and required improvements to surrounding roads, utilities, and other Town infrastructure


## Filing Fee:

- Limited Dividend Organization - $\$ 250$ flat fee plus $\$ 9.00$ per unit $=\$$
- Non-Profit Organization - $\$ 100$ flat fee plus $\$ 3.00$ per unit $=\$ \quad \$ 235.00$
- Public Agency - No fee
- Local Agency - No fee
- Local Initiative Project - No fee

TOWN OF HAMILTON
ZONING BOARD OF APPEALS

## APPLICATION FOR COMPREHENSIVE PERMIT

## Date Received

Town Clerk's Office $\qquad$
The undersigned hereby applies to the Zoning Board of Appeals for a Comprehensive Permit pursuant to MGL Chapter 40B, Sections 20-23 and 760 CMR 30.00 and 31.00

| Applicant Name: | Harborlight Community Partners | Phone | 978-922-1305 |
| :--- | :--- | :--- | :--- |
| Applicant Address: | P.O. Box 507, Beverly, MA 01915 |  |  |

Applicant Status: (Check One) Attach documentation of applicant status

- Limited Divided Organization
- Non-Profit Organization
- Public Agency
- Local Agency

Subsidizing Agency: Department of Housing and Community Development
Subsidy Program: Low Income Housing Tax Credit
(Attach Agency Commitment Letter) - see attached
Property Location: $\quad 466$ Highland Street/421 Asbury Street, Hamilton, MA 01982 (see Ex. A)
Property Owner(s): Britton Family LLC
Address of Owner(s): 400 Essex Street, Beverly Farms, MA 01915
Assessor's Map/Parcel Number: Assessors Map 20, Lot 11 Zoning District: R-1B Groundwater Overlay District:

Existing Level of Development of the Property - Number of Buildings, Use, etc. (if applicable):
The property is currently undeveloped and used for agricultural purposes.

Name of Proposed Development:
Asbury Commons
Short Project Description:
Harborlight Community Partners intends to construct a 45 -unit Multifamily Residential Building and accompanying infrastructure, a 68 -space parking lot, and landscaping.
(Total impervious (parking/pavement, concrete, building, terrace) - c. 65,678 SF)
$\qquad$

## TOWN OF HAMILTON ZONING BOARD OF APPEALS

## APPLICATION FOR COMPREHENSIVE PERMIT

## Development Team

Applicant's Attorney: Benjamin B. Tymann. Esq. $\qquad$ Phone: 617-933-9490
Address: One Boston Place, Suite 2600, Boston MA 02108 Fax: $\qquad$
Applicant's Engineer: Hancock Associates $\qquad$ Phone: 978-777-3050
Address: _185 Centre Street. Danvers, MA 01923 Fax: _978-774-7816

Applicant's Architect: SV Design, LLC $\qquad$ Phone: 978-927-3745
Address: $\qquad$ Fax: $\qquad$

Required Attachments: (Refer to "Comprehensive Permit Rules of the Zoning Board of Appeals" as adopted May 7, 2003 for complete information where a Section reference is noted)

- Preliminary Site Development Plans - Section 3.01a
- Report on existing site conditions including surrounding areas - Section 3.01b
- Preliminary scaled architectural drawings for all proposed buildings including plans, elevations, and sections - Section 3.01c
- Tabulation of proposed buildings by type and size; summary of percentage of land use occupied by buildings. parking, paved areas. other - Section 3.01d
- Preliminary subdivision plan where applicable
- Preliminary site utilities plan(s) - Section 3.01f
- Preliminary plan showing driveways, traffic flow, ingress/egress, paving - Section 3.01g
- Documents showing applicant fulfills the jurisdictional requirements of 760 CMR 31.01 - Section 3.01h
- List of requested exceptions to local requirements and regulations
- Statement by the Applicant as to how the project will satisfy the need for Low or Moderate income housing in the Town
- Projected financial and budget information showing cost of Project and required improvements to surrounding roads, utilities, and other Town infrastructure

State whether any petition as to the said premises has been submitted to this Board within the last five years. If so, give details.
No such petition has been submitted to this Board within the last five years.


Representative's
Address:
One Boston Place, Suite 2600
Phone: $\quad 617.933 .9490$
Boston, MA 02108
Fax:

## EXHIBIT A



# Commonwealth of Massachusetts DEpartment of Housing \& COMMUNITY DEVELOPMENT 

December 1, 2021
Mr, Andrew DeFranza
Executive Director
Harborlight Community Partners
P.O. Box 507

Beverly, MA 01915

## Re: Asbury Commons, Hamilton, MA - Project Eligibility Letter

Dear Mr. DeFranza:
We are pleased to inform you that your application for project eligibility determination for the proposed Asbury Commons project located in Hamilton, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 421 Asbury Street, Hamilton, Massachusetts. This approval indicates that the proposed plan is for 45 units of rental housing for families, all of which will be affordable at no more than $60 \%$ of area median income. The proposed development will consist of 10 one-bedroom units, 25 two-bedroom units, and 10 three-bedroom units, and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Asbury Commons project. It does create a presumption of fundability under 760 CMR 56.04 and allows Hamilton Housing Authority ("HHA") to apply to the Hamilton Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for each phase of this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Asbury Commons project and has determined that the proposed site is an appropriate location for the project. It is located on Asbury Street in Hamilton. It is a 4 acre parcel of land. It is part of the Hamilton-Wenham school district and 1.7 miles from the commuter rail station.
3. The proposed housing design is appropriate for the site. The 3 story building will be in the corner of the site, leaving ample outdoor space for resident use and gardening. The project will be Energy Star certified. It will incorporate solar panels on the roof and drought resistant landscaping.
4. The proposed project appears financially feasible in the context of the Hamilton housing market. The proposal includes 12 units for households earning up to $30 \%$ of area median income (AMI) and 33 units for households earning up to $60 \%$ AMI.
5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development and operating costs. Please note again that a One Stop+ submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.
6. The third-party appraisal completed for this property calculated that the acquisition value is equal to the appraised value in addition to reasonable carrying costs. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs. If this project applies for funding under the Low-Income Housing Tax Credit Program, the acquisition price in the proposed budget should reflect these program guidelines.
7. The ownership entity will be a single-purpose entity controlled by the applicant subject to limited dividend requirements, and meets the general eligibility standards of the Low Income Housing Tax Credit program. The applicant will need to demonstrate sufficient organizational capacity to successfully develop the project under the Low-Income Housing Tax Credit program.
8. The applicant is the designated developer of the site.
9. DHCD didn't receive comments from the Town of Hamilton regarding the project.

The proposed Asbury Commons project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of final approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B regulatory agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a LowIncome Housing Tax Credit form 8609.

This letter shall expire two years from this date, or on December 1, 2023, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the town of Hamilton to increase its supply of affordable housing. If you have any questions as you proceed with the project, please feel free to call or email Rebecca Frawley Wachtel at (617) 573-1318 or at Rebecca.Frawley@mass.gov.

Sincerely,


Catherine Racer
Director
cc: Chairperson William A. Olson, Hamilton Select Board

























## HCP Asbury Building Summary Sheet

| Building Size Stats \& Unit Mix |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | :---: |
|  | Lower Level | First Floor | Second Floor | Building Total | Volume (cu ft) |  |
| One Bed | 0 | 5 | 5 | 10 |  |  |
| Two Bed | 8 | 8 | 9 | 25 |  |  |
| Three Bed | 0 | 5 | 5 | 10 |  |  |
| Unit Count | 8 |  | 18 |  |  |  |
|  |  |  |  | 45 |  |  |
| Net Unit Area | $7,347.4$ | $16,531.6$ | $17,450.0$ | $41,329.0$ |  |  |
| Gross Unit Area | $7,714.7$ | $17,358.2$ | $18,322.5$ | $43,395.5$ |  |  |
| Common Area | $7,093.3$ | $5,441.8$ | $4,385.5$ | $16,920.6$ |  |  |
| Gross Building Area | 14,808 | 22,800 | 22,708 | 60,316 |  |  |
| Building Height (ft) |  |  |  | 26 |  |  |


| Accessible Unit Summary |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: |
|  | Lower Level | First Floor | Second Floor | Building Total | $\%$ |
| HC one bedroom | 0 | 1 | 1 | 2 | $20.0 \%$ |
| HC two bedroom | 1 | 0 | 0 | 1 | $4.0 \%$ |
| HC three bedroom | 0 | 1 | 0 | 1 | $10.0 \%$ |
| Total \# HC units | 1 | 2 | 1 | 8 | $* *$ |
| Total \# of Units with Patio | 8 | 0 | 0 | 8 | $17.8 \%$ |
| HC Unit with Patio | 1 | 0 | 0 | 8 | $12.5 \%$ |


| Parking Summary |  |  |  |  |  |
| :--- | ---: | ---: | ---: | :---: | :---: |
| Parking Spaces |  |  |  |  |  |
| Ratio |  | 68 |  |  |  |
| Compact |  | 1.51 | per unit |  |  |
| Accessible |  |  |  |  |  |
|  |  |  |  |  |  |


|  | Unit SF Summary |  |  |
| :--- | :---: | :---: | :---: |
| unit type | quantity | net SF | gross SF |
| 1a | 8 | 675 | 708.75 |
| 1b CBH) | 2 | 719 | 754.95 |
| 2a | 9 | 897 | 941.85 |
| 2c (one is HC) | 2 | 962 | 1010.1 |
| 2d | 2 | 916 | 961.8 |
| 2e | 4 | 862 | 905.1 |
| 2f | 8 | 864 | 907.2 |
| 3a | 8 | 1225 | 1286.25 |
| 3d (HC) | 1 | 1254 | 1316.7 |
| 3c | 1 | 1248 | 1310.4 |
|  | 10 | 683.8 | 732.6 |
| 1 bed units | 25 | 887.6 | 931.9 |
| 2 bed units | 10 | 1230.2 | 1291.71 |
| 3 bed units |  |  |  |
|  | 45 | 918.4 | 964.3 |
| unit totals |  |  |  |

* approximate, some vary

Surveyors | Engineers | Scientists
\#24819

## Memo

To: Andrew DeFranza, Harborlight Community Partners<br>From: Charles E. Wear, III. PE<br>Date: January 26, 2022<br>RE: $\quad 466$ Highland Street (Assessors Map 19 Lot 11) Hamilton, MA

This memorandum is to address the proposed utilities, specifically the Drainage, Sewer and Water for a proposed residential development on the subject property.

## Proiect

The proposed project is in the southern most corner of the property abutting Asbury Street and will include a 5 acre parcel to be subdivided from the approximately 104 acre parcel of land which is 466 Highland Street. The project will consist of a new 45 Unit ( 90 Bedroom) Family Housing Building with appurtenant parking and utilities. Improvements are shown on plan entitled: Concept Site Plan 466 Highland Street, Hamilton, MA, prepared by Hancock Associated and Dated January 26, 2022.

## Sewer

The project will generate 9900 gallons per day of sewage. This will be handled on site and will require approval from the Hamilton Board of Health. Sewage will be treated using an "Alternative Technology" treatment system as defined under the MA DEP Title $V$ Environmental Code. Effluent will then be discharged to a standard MA DEP Title compliant septic system. This will consist of a subsurface stone and pipe leaching field where effluent is recharged to the ground water. See the site plan referenced above. The site is located within a Zone II Drinking Water Supply District. As such there are limitations on the amount of Nitrogen that can be discharged to the groundwater. To meet these requirements the proponent is pursuing approval of a "Proposed Facility Aggregate Plan" from the Hamilton Board of Health.

## Drainage

The 5acres site is on the north side of Asbury Street. The proposed area of development is currently in agricultural use as a hay field. The land directly abutting Asbury Street is the high side of the site. The topography of the land gently slopes to the northeast away from Asbury Street. Stormwater falling on this site flows to the northeast onto abutting agricultural land which is also currently a hayfield. Stormwater for the proposed project will be required to meet the MA DEP Stormwater Regulations. This will require that stormwater be properly treated and increase in flows be mitigated so that the quality and quantity of stormwater are maintained after completion of the proposed project. Approximately one-third of the site will become impervious area consisting mostly of the proposed building and parking area. Stormwater from these impervious areas will be collected in a storm drain system and piped into an infiltration system on the northeast border of the site. The infiltration system will maintain water quality and mitigate for increases in flow and comply with the MA DEP Stormwater Management Regulations.

## Water

Drinking water and water for fire protection will brought onto the site via a connection to the Hamilton Water Supply System in Asbury Street. A fire suppression engineer working for the project will verify that appropriate flows are available.

# Stormwater Management Report 

HCP Asbury

466 Highland Street
Hamilton, MA 01982

Prepared For:
Harborlight Community Partners
283 Elliot Street
Beverly, MA 01915

Prepared By:
Charles Wear III, PE
Russell Tedford, EIT
Project: 24819
Date: February $18^{\text {th }}, 2022$
Revised:

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2. Peak Rate Attenuation
i. Runoff Summary Table
3. Stormwater Recharge
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i. TSS Removal Train
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## ATTACHMENTS

- Pre-development Subcatchment Plan
- Post-development Subcatchment Plan
- HydroCAD Worksheets
- USGS Topographic Map
- USDA NRCS Web Soil Survey Information


## Background Information

## A. Project Description

This project intends to construct a 45-unit Multi-Family Residential Building and accompanying infrastructure in Hamilton, Massachusetts. The proposed building will have its own on-site parking lot in front of the building and will contain 68 parking spaces. Site access is proposed via a curb cut on Asbury Street. A $20^{\prime}$ wide fire access lane is proposed to loop around the rear of the building to provide egress for emergency vehicles. There is a four-foot-wide stone dust walking trail that meanders around the proposed building and parking lot.

The proposed building will be serviced by existing municipal water from Asbury Street and a private onsite septic system to the northwest of the proposed building. Gas and electric service connections will be coordinated with utility providers to service the new building.

In order to mitigate any increase in stormwater runoff from the proposed development, stormwater management practices have been designed to mirror existing drainage patterns and provide full compliance with MassDEP Stormwater Management Standards. Best Management Practices (BMPs) include an underground infiltration system, deep sump hooded catch basins, a surface infiltration basin, and pre-treatment units.

## B. Existing Site Conditions

The subject parcel is $85.7 \pm$ acres and has an address 466 Highland Street (Map 20, Lot 11). Said parcel is located within the Single Residential (R1-B) Zoning District. This parcel Is subject to several conservation restrictions on site, this project is limited to small portion of said lot that totals $4.8 \pm$ acres and is intended to be subdivided away from the larger parcel. The project location on the property is bounded by Asbury Street to the southwest, a $20^{\prime}$ wide Right of Way and a residential development to the southeast and maintained farmland/fields around located around the remainder of the proposed project location. Project frontage is located along Asbury Street with vehicle access via said road.

Currently, the site is in use as a field used to farm hay and no structures or utilities exist on-site to our knowledge. The property is bounded by a $25^{\prime}-50^{\prime}$ wide swath of trees surround the boundary of the property from the western sideline of Asbury Street up to the eastern corner of the project location at the 20-foot wide Right of Way.

Site topography ranges from a high of $72^{\prime} \pm$ at the southern corner of the project location to $54^{\prime} \pm$ at the northeastern corner of the project location. Slopes on site vary from smooth and relatively flat at the southern portion of the project location to moderate and steep as you travel across the site to the north.

An on-the-ground survey was performed by Meridian Associates, Inc. in June of 2019. Onsite soils are mapped as Hydrologic Group A by USDA NRCS Web Soil Survey. Soi Testing was conducted on-site by Meridian Associates, Inc. on several occasions on June, December, and January of 2020. The results of this testing varied from showing the parent material as gravelly, sandy soils to loamy soils across the site.

## C. Proposed Conditions - Stormwater Management and Methodology

The Stormwater Management design methodology implemented for this redevelopment project is intended to treat and exfiltrate runoff via a surface infiltration basin and an underground infiltration system. This hydrologic analysis methodology will approximate pre-development peak flow rates at design points: Asbury Road, Northwest, and Northeast.

## Overland to Asbury Steet (10S/100R)

In the pre-development condition, runoff from grass and wooded areas flow overland off property towards into the gutter line of Asbury Street (10S).

In the post-development condition, the subcatchment is intended to mimic the existing drainage patterns. Stormwater runoff generated by grassed, wooded, and paved areas flows overland to Asbury Street (100R).

## Overland to Northwest (20S/200R)

In the pre-development condition, runoff from grass and wooded areas flow overland to the Northeast (20S) into Conservation Restricted land.

Post-development, stormwater runoff generated by the paved parking areas is collected vis deep sump hooded catch basins, conveyed to Contech pretreatment units, then discharges to a Proposed Infiltration Basin (P.IB). The Proposed Surface Infiltration Basin is designed to infiltrated, attenuate, and further treat stormwater before it ultimately discharges and flows overland to the Northwest (200R) into Conservation Restricted land.

## Overland to Northeast (30S/300R)

In the pre-development condition, runoff from grass and wooded areas flow overland to the Northeast (30S) into Conservation Restricted land.

Post-development, stormwater runoff generated by the paved parking areas is collected via deep sump hooded catch basins, conveyed to Contech pretreatment units, then discharges to a Proposed Underground Infiltration System (P.UIS) comprising of 86 Stormtech MC-4500 chambers. Stormwater runoff generated by the roof of the proposed residential building is also directed to the Proposed Underground Infiltration System. The Proposed Underground Infiltration System is designed to infiltrate, attenuate, and further treat stormwater before it ultimately discharges and flows overland to the Northeast (300R) into Conservation Restricted land.

This project, as outlined above, complies with all Massachusetts Department of Environmental Protection Stormwater Management requirements to the maximum extent practicable for redevelopment. Documentation of the evaluation of each Stormwater Management Standard are found in the Stormwater Management Documenting Compliance section.

## Documenting Compliance

## A. MassDEP Stormwater Management Standards

The following sections provide a discussion of how the requirements of the Stormwater Management Standards are addressed by the proposed new development.

## Standard 1: No Untreated Discharges or Erosion to Wetlands

No new stormwater conveyances (e.g. outfalls) may discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.

No new untreated conveyances or direct discharge to wetlands are proposed; all points of discharge mirror existing discharge patterns. See computations completed in Standards $4 \& 6$ that demonstrate proper treatment of suspended solids and required water quality volume.

## Standard 2: Peak Rate Attenuation

Stormwater Management Systems must be designed so that post-development peak discharge rates do not exceed pre-development discharge rates.

## Runoff Summary Table:

| Rainfall Frequency | 2 -year | 10 -year | 100 -year |  |
| :--- | :---: | :---: | :---: | :---: |
| 24-hour Rainfall Intensity | 3.15 in | 4.83 in | 8.94 in |  |
| Pre-Development <br> Overland to Asbury Street (105) | 0.00 cfs | 0.00 cfs | 0.18 cfs | $1,200 \mathrm{cf}$ |
| Post-Development <br> Overland to Asbury Street (100R) | 0.00 cfs | 0.00 cfs | 0.18 cfs | 876 cf |
| Delta | 0.00 cfs | 0.00 cfs | 0.00 cfs | -324 cf |
| Percentage Difference (\%) | $0 \%$ | $0 \%$ | $0 \%$ | $-27 \%$ |
| Pre-Development <br> Overland to Northwest (20S) | 0.00 cfs | 0.03 cfs | 1.35 cfs | $6,331 \mathrm{cf}$ |
| Post-Development <br> Overland to Northwest (200R) | 0.00 cfs | 0.02 cfs | 0.56 cfs | $3,360 \mathrm{cf}$ |
| Delta | 0.00 cfs | -0.01 cfs | -0.79 cfs | $-2,971 \mathrm{cf}$ |
| Percentage Difference (\%) | $0 \%$ | $-33 \%$ | $-59 \%$ | $-47 \%$ |
| Pre-Development <br> Overland to Northeast (30S) | 0.00 cfs | 0.06 cfs | 3.04 cfs | $14,856 \mathrm{cf}$ |
| Post-Development <br> Overland to Northeast (300R) | 0.00 cfs | 0.05 cfs | 2.23 cfs | $10,453 \mathrm{cf}$ |
| Delta | 0.00 cfs | -0.01 cfs | -0.81 cfs | $-4,403 \mathrm{cf}$ |
| Percentage Difference (\%) | $0 \%$ | $-17 \%$ | $-27 \%$ | $-30 \%$ |

As detailed in the Stormwater Methodology and Introduction and summarized in the preceding table, there will be no increase in peak runoff rate for the 2,10 , or 100 -year frequency events as compared to existing conditions. HydroCAD worksheets are attached herewith.

## Standard 3: Stormwater Recharge

Loss of annual recharge to groundwater shall be eliminated or minimized through the use of infiltration measures including environmentally sensitive site design, low impact development techniques, stormwater best management practices, and good operation and maintenance. At a minimum, the annual recharge from the post-development site should approximate the annual recharge from the pre-development conditions based on soil type. This standard is met when the stormwater management system is designed to infiltrate the required recharge volume as determined in accordance with the Massachusetts Stormwater Handbook.

## Required Recharge Volume

The Required Recharge Volume equals a depth of runoff corresponding to the soil type times the impervious areas covering that soil type at the post-development site.

| $R v$ | $=$ Fx impervious area Equation (1) |
| :--- | :--- |
| $R v$ | $=$ Required Recharge Volume, expressed in Ft3, cubic yards, or acre-feet |
| F | $=$ Target Depth Factor associated with each Hydrologic Soil Group |
| Impervious Area | $=$ pavement and rooftop area on site |

Target Depth Factor (F) $=0.60$-inch (Class A Soils)
$R v=[(0.60$ inches $\times 1 \mathrm{ft} / 12 \mathrm{IN})(60,525 \mathrm{SF})=3,557 \mathrm{CF}$
Total Recharge Required $=3,026$ CF (22,027 CF Provided)
P.IB $=7,420$ CF Provided
P.UIS $=14,607$ CF Provided

Total Provided $=\mathbf{2 2 , 0 2 7} \mathbf{C F}$

Drawdown within 72 Hours
Time $_{\text {drawdown }}=\frac{R v}{(K)(\text { Bottom Area })}$
$R v=$ Storage Volume
K = Saturated Hydraulic Conductivity For "Static" and "Simple Dynamic" Methods, use Rawls Rate (see Table
2.3.3). For "Dynamic Field" Method, use 50\% of the in-situ saturated hydraulic conductivity.

Bottom Area $=$ Bottom Area of Recharge Structure
P.IB

Time $=7,420 \mathrm{CF} /[(8.27$ inches $/$ hour $)$ ( $1 \mathrm{ft} / 12$ inches) ( $2,980 \mathrm{SF}$ )]
Time $=3.61$ hours $(<72$ hours)
P.UIS

Time $=14,607 \mathrm{CF} /[(8.27$ inches $/$ hour) ( $1 \mathrm{ft} / 12$ inches) ( $3,499 \mathrm{SF}$ )]
Time $=6.06$ hours ( $<72$ hours)

## Standard 4: Water Quality

Stormwater management systems shall be designed to remove $\mathbf{8 0 \%}$ of the average annual post-construction load of Total Suspended Solids (TSS). This standard is met when:
(a) Suitable practices for source control and pollution prevention are identified in a long-term pollution prevention plan, and thereafter are implemented and maintained;
(b) Structural stormwater best management practices are sized to capture the required water quality volume determined in accordance with the Massachusetts Stormwater Handbook; and
(c) Pretreatment is provided in accordance with the Massachusetts Stormwater Handbook.

TSS Removal for Infiltration Basin (P.IB)
Pretreatment

| Deep Sump Hooded Catch Basin | $25 \%$ | $(1-[0.25 \times 1.00]=0.75$ remaining) |
| :--- | :--- | :--- |
| Contech VortSentry Unit | $80 \%$ | $(0.75-[0.80 \times 0.75]=0.15$ remaining $)$ |
| Total Pretreatment | $44 \%$ | $([1.00-0.15] \times 100=85 \%)$ Requirement Met |
|  |  |  |
| Infiltration Basin | $80 \%$ | $(0.15-[0.80 \times 0.15]=0.03$ remaining $)$ |
| Total Suspended Solids Removal | $97 \%$ | $([1.00-0.03] \times 100=97 \%)$ Requirement Met |

Treatment for Stormtech MC-4500 Chambers (P.UIS)

| Deep Sump Hooded Catch Basin | $25 \%$ | $(1-[0.25 \times 1.00]=0.75$ remaining $)$ |
| :--- | :--- | :--- |
| Contech VortSentry Unit | $80 \%$ | $(0.75-[0.80 \times 0.75]=0.15$ remaining $)$ |
| Total Pretreatment | $44 \%$ | $([1.00-0.15] \times 100=85 \%)$ Requirement Met |
|  |  |  |
| Subsurface Infiltration System | $80 \%$ | $(0.15-[0.80 \times 0.15]=0.03$ remaining) |
| Total Suspended Solids Removal | $97 \%$ | $([1.00-0.03] \times 100=97 \%)$ Requirement Met |

## Water Quality Volume and Flow Calculations

The Massachusetts Department of Environmental Protection Wetlands Program Standard Method to Convert Required Water Quality Volume to a Discharge Rate for Sizing Flow Based Manufactured Proprietary Stormwater Treatment Practices, the $Q$ rate associated with the 1-inch water quality volume is calculated using the following equations:

$$
\begin{aligned}
& \mathrm{WQV}=(\mathrm{A})^{*} 1 \mathrm{in} . \\
& \mathrm{Q} 1=(\mathrm{qu})(\mathrm{A})(\mathrm{WQV})
\end{aligned}
$$

Where:
Q1 = flow rate associated with first 1-inch of runoff
$q u=$ the unit peak discharge, in csm/in.
$A=$ impervious surface drainage area (in square miles)
WQV = water quality volume in watershed inches (1-inch in this case)

```
P.IB
WQV = (18,145 SF)(1 inch.) (1ft / 12 inches)
WQV = 1,512 CF (7,420 CF Provided)
tc = 6 minutes (0.1 hours)
qu = 774 csm/in [per Figure 4 on page 7 in MassDEP Q Rate, Sept. 10, 2013]
Q1=(774 csm/in)(18,145 SF / 43,560 Ac x 0.0015625 mi2/Ac)(1.0 in)
Q1 = 0.50 CFS
```

P.UIS

WQV $=(18,350 \mathrm{SF})(1$ inch. $)$ ( $1 \mathrm{ft} / 12$ inches)
WQV $=1,529$ CF (14,460 CF Provided)
$\mathrm{tc}=6$ minutes ( 0.1 hours)
qu $=774 \mathrm{csm} / \mathrm{in}$ [per Figure 4 on page 7 in MassDEP $Q$ Rate, Sept. 10, 2013]
Q1 $=(774 \mathrm{csm} / \mathrm{in})(18,350 \mathrm{SF} / 43,560 \mathrm{Ac} \times 0.0015625 \mathrm{mi} 2 / \mathrm{Ac})(1.0 \mathrm{in})$
Q1 $=0.51$ CFS
Contech Vortsentry HS36: 0.55 CFS (0.51 CFS Req'd)

## Standard 5: Land Uses with Higher Potential Pollutant Loads

For land uses with higher potential pollutant loads, source control and pollution prevention shall be implemented in accordance with the Massachusetts Stormwater Handbook to eliminate or reduce the discharge of stormwater runoff from such land uses to the maximum extent practicable. If through source control and/or pollution prevention all land uses with higher potential pollutant loads cannot be completely protected from exposure to rain, snow, snow melt, and stormwater runoff, the proponent shall use the specific structural stormwater BMPs determined by the Department to be suitable for such uses as provided in the Massachusetts Stormwater Handbook. Stormwater discharges from land uses with higher potential pollutant loads shall also comply with the requirements of the Massachusetts Clean Waters Act, M.G.L. c. 21, § 26-53 and the regulations promulgated thereunder at 314 CMR 3.00, 314 CMR 4.00 and 314 CMR 5.00.

The proposed development does not qualify as a Land Use with Higher Potential Pollutant Loads (LUHPPL). The proposed development meets this standard.

## Standard 6: Critical Areas

Stormwater discharges within the Zone II or Interim Wellhead Protection Area of a public water supply, and stormwater discharges near or to any other critical area, require the use of the specific source control and pollution prevention measures and the specific structural stormwater best management practices determined by the Department to be suitable for managing discharges to such areas, as provided in the Massachusetts Stormwater Handbook. A discharge is near a critical area if there is a strong likelihood of a significant impact occurring to said area, taking into account site-specific factors. Stormwater discharges to Outstanding Resource Waters and Special Resource Waters shall be removed and set back from the receiving water or wetland and receive the highest and best practical method of treatment. A "storm water discharge" as defined in 314 CMR 3.04(2)(a)1 or (b) to an Outstanding Resource Water or Special Resource Water shall comply with 314 CMR 3.00 and 314 CMR 4.00 . Stormwater discharges to a Zone I or Zone A are prohibited unless essential to the operation of a public water supply.

The project does discharge to or near a critical area, source Controls and pollution prevention measures for the construction period are highlighted and discussed in Standard 8 of this report. Long-term Pollution prevention methods are discussed in Standard 9 portion of this report.

## Standard 7: Redevelopments Subject to the Standards only to the Maximum Extent Practicable

 A redevelopment project is required to meet the following Stormwater Management Standards only to the maximum extent practicable: Standard 2, Standard 3, and the pretreatment and structural best management practice requirements of Standards 4, 5, and 6. Existing stormwater discharges shall comply with Standard 1only to the maximum extent practicable. A redevelopment project shall also comply with all other requirements of the Stormwater Management Standards and improve existing conditions.

The proposed project is not a redevelopment and shall comply with all other requirements of the Stormwater Management Standards to the maximum extent practicable.

## Standard 8: Construction Period Pollution Prevention and Erosion \& Sedimentation Controls

A plan to control construction-related impacts including erosion, sedimentation and other pollutant sources during construction and land disturbance activities (construction period erosion, sedimentation, and pollution prevention plan) shall be developed and implemented.

## Erosion and Sedimentation Control Plan

Best management practices (BMP) for erosion and sedimentation control are staked silt fence, hydro seeding, and phased development. Many stormwater BMP technologies (e.g., infiltration technologies) are not designed to handle the high concentrations of sediments typically found in construction runoff and must be protected from construction-related sediment loadings. Construction BMP's must be maintained.

In developing the proposed project certain measures will be implemented to minimize impacts erosion and sedimentation could have on surrounding areas. This section addresses items that involve proper construction techniques, close surveillance of workmanship, and immediate response to emergency situations. The developer must be prepared to provide whatever reasonable measures are necessary to protect the environment during construction and to stabilize all disturbed areas as soon as construction ends.

## Pre-Construction

1. Prior to clearing, excavation, construction, or any land disturbing activity requiring a permit, the applicant, the applicant's technical representative, the general contractor, pertinent subcontractors, and any person with authority to make changes to the project, shall meet with the Town's designated Agent and to review the permitted plans and proposed implementation.
2. The contractor shall have a stockpile of materials required to control erosion on-site to be used to supplement or repair erosion control devices. These materials shall include, but are not limited to straw wattles, catch basin filter bags and crushed stone.
3. The contractor is responsible for erosion control on site and shall utilize erosion control measures where needed, regardless of whether the measures are specified on the plan or in the decisions.

## Preliminary Site Work

1. Materials such as gravel to be removed should be stockpiled, separating the topsoil for future use on the site. Erosion control shall be utilized along the down slope side of the piles if the piles are to remain for more than three weeks.
2. If intense rainfall is anticipated, the installation of supplemental straw bale dikes, silt fences, or armored dikes shall be considered.

## Site Inspections During Construction

1. During construction, the permittee or his/her Agent shall conduct and document inspections of all control measures no less than weekly or as specified in the permit, and prior to and following anticipated storm events. The purpose of such inspections will be to determine the overall effectiveness of the Erosion and Sedimentation Control Plan, and the need for maintenance or additional control measures.

## Landscaping/Seeding

1. Landscaping/Seeding shall occur as soon as possible to provide permanent stabilization of disturbed surfaces.
2. If the season or adverse weather conditions do not allow the establishment of vegetation, temporary mulching with straw, wood chips weighted with snow fence or branches, or other methods shall be provided.
3. A minimum of 4 inches of topsoil shall be placed and its surface smoothed to the specified grades.
4. The use of herbicides is strongly discouraged.
5. Hydro seeding is encouraged for steep slopes. Application rates on slopes greater than $3: 1$ shall have a minimum seeding rate of 5 - $\mathrm{lbs} / 1000 \mathrm{SF}$. A latex or fiber tackifier shall be used on these slopes at a minimum rate of 50 lbs . of tackifier per 500 gallons of water used.

## Standard 9: Operation and Maintenance Plan

## A long-term operation and maintenance plan shall be developed and implemented to ensure that stormwater management systems function as designed.

## Stormwater Operation and Maintenance Plan

Corporate Certification
(Harbor Light Community Partners - Developer)

I certify under penalty of law that the Owner/Developer and its associated entities established for purposes of ownership, operations and maintenance of the property located at South Street, Carlisle, MA 01741, is solely and legally responsible for implementing the Stormwater Operation and Maintenance Plan. The Owner/Developer has reviewed said plan and fully accepts all responsibilities inherent therein; including inspection, maintenance, repair, modification and/or replacement of the recharge systems as may be required to maintain intended recharge functions. The Owner/Developer shall file yearly maintenance reports including annual certification that the plan has been fully implemented as outline herein. Furthermore, the Owner/Developer understands various stormwater management systems have a certain life expectancy and that replacement of system components will be required. The Owner/Developer accepts all financial responsibilities associated with future replacements.

Name:

Title:
Date:

## Deep Sump Hooded Catch Basins

Inspect or clean deep sump catch basins four times per year at the end of the foliage and snow removal seasons. Sediments must also be removed when the depth of deposits is greater than or equal to one half the depth from the bottom of the lowest pipe in the basin. Vacuum trucks are to be used to remove trapped sediment and supernatant. Although catch basin debris often contains concentrations of oil and hazardous materials such as petroleum hydrocarbons and metals, MassDEP classifies them as solid waste. Any contaminated materials must be evaluated in accordance with the Hazardous Waste Regulations, 310 CMR 30.00, and handled as hazardous waste. MassDEP regulations prohibit landfills from accepting materials that contain free draining liquids.

## Annual Inspection \& Maintenance Report

Attach additional pages as required to fully document conditions and maintenance performed.

| Date | Inspector | Condition | Maintenance Performed* |
| :--- | :--- | :--- | :--- |
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[^0]
## Infiltration Basin

Once the basin is in use, inspect it after every major storm for the first few months to ensure it is stabilized and functioning properly and if necessary take corrective action. Note how long water remains standing in the basin after a storm; standing water within the basin 48 to 72 hours after a storm indicates that the infiltration capacity may have been overestimated. If the ponding is due to clogging, immediately address the reasons for the clogging (such as upland sediment erosion, excessive compaction of soils, or low spots). Thereafter, inspect the infiltration basin at least twice per year. Important items to check during the inspection include:

- Signs of differential settlement,
- Cracking,
- Erosion,
- Emergency Spillway,
- Leakage in the embankments
- Tree growth on the embankments
- Condition of riprap,
- Sediment accumulation and
- The health of the turf.

At least twice a year, mow the buffer area, side slopes, and basin bottom. Remove grass clippings and accumulated organic matter to prevent an impervious organic mat from forming. Remove trash and debris at the same time. Use deep tilling to break up clogged surfaces, and revegetate immediately. Remove sediment from the basin as necessary, but wait until the floor of the basin is thoroughly dry. Use light equipment to remove the top layer so as to not compact the underlying soil. Deeply till the remaining soil, and revegetate as soon as possible. Inspect and clean pretreatment devices associated with basins at least twice a year, and ideally every other month.

## Annual Inspection \& Maintenance Report

Attach additional pages as required to fully document conditions and maintenance performed.

| Date | Inspector | Condition | Maintenance Performed* |
| :--- | :--- | :--- | :--- |
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[^1]
## StormTech MC-4500 Chambers

At a minimum, Storm'Tech recommends annual inspections. Initially, the MC-4500 Chambers should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition. If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine
the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

See StormTech Isolator Row O\&M Manual attached.

## Annual Inspection \& Maintenance Report

Attach additional pages as required to fully document conditions and maintenance performed.

| Date | Inspector | Condition | Maintenance Performed* |
| :--- | :--- | :--- | :--- |
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[^2]
## Contech CDS Unit

At a minimum, inspections should be performed twice per year (e.g. spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

## Annual Inspection \& Maintenance Report

Attach additional pages as required to fully document conditions and maintenance performed.

| Date | Inspector | Condition | Maintenance Performed* |
| :--- | :--- | :--- | :--- |
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[^3]
## Standard 10: Illicit Discharges to Drainage System

All illicit discharges to the stormwater management system are prohibited.
Measures to prevent illicit discharges are included in Standard 4 \& 8 of this report. It is the responsibility of the owner post construction to uphold this standard.

A no illicit discharges statement has not been attached but will be submitted by the owner prior to discharge of stormwater to post construction BMPs.

Illicit Discharge Compliance Statement
To the best of my knowledge no illicit discharges currently exist on the site and no future illicit discharge will be allowed, including wastewater discharges and discharges of stormwater contaminated by contact with process wastes, raw materials, toxic pollutants, hazardous substances, oil, or grease.

## Attachments

## PRE-DEVELOPMENT SUBCATCHMENT PLAN

POST-DEVELOPMENT SUBCATCHMENT PLAN

HYDROCAD WORKSHEETS

USGS TOPOGRAPHIC MAP

USDA NRCS WEB SOIL SURVEY INFORMATION


## Overland to Northeast

## 20 S

## Overland to Northwest



Overland to Asbury Street

## PRE-DEVELOPMENT

Reach


Link

## 24819-hyd

Prepared by Hancock Associates
HydroCAD* 10.00-24 s/n 00821 © 2018 HydroCAD Software Solutions LLC

## Area Listing (selected nodes)

| Area <br> $($ sq-ft $)$ | CN | Description <br> (subcatchment-numbers) |
| ---: | :--- | :--- |
| 178,590 | 39 | Pasture/grassland/range, Good, HSG A (105, 205, 305) |
| 34,540 | 30 | Waods, Good, HSG A (105, 205, 30S) |
| 213,130 | 38 | TOTAL AREA |

Time span $=5.00-20.00 \mathrm{hrs}, \mathrm{dt}=0.05 \mathrm{hrs}, 301$ points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

## Subcatchment 10S: Overland to Asbury Street

Subcatchment 20S: Overland to Northwest

Subcatchment 30S: Overland to Northeast

Runoff Area $=19,920$ sf $0.00 \%$ Impervious Runoff Depth $=0.00^{\text {" }}$ Flow Length $=180^{\prime} \quad \mathrm{T} c=6.0 \mathrm{~min} \mathrm{CN}=32$ Runoff $=0.00 \mathrm{cfs} 0 \mathrm{cf}$

Runoff Area $=54,715$ sf $0.00 \%$ Impervious Runoff Depth $=0.00^{"}$
Flow Length $=490^{\prime} \quad T C=13.3 \mathrm{~min} \quad \mathrm{CN}=39$ Runoff $=0.00 \mathrm{cfs} 0 \mathrm{cf}$
Runoff Area $=138,495$ sf $0.00 \%$ Impervious Runoff Depth $=0.00$ " Flow Length $=270^{\prime} \quad T C=13.2 \mathrm{~min} \quad C N=38$ Runoff $=0.00 \mathrm{cfs} 0 \mathrm{cf}$

Time span $=5.00-20.00 \mathrm{hrs}, \mathrm{dt}=0.05 \mathrm{hrs}, 301$ points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 10S: Overland to Asbury Street

Subcatchment 20S: Overland to Northwest

Subcatchment 30S: Overland to Northeast

Runoff Area $=19,920$ sf $0.00 \%$ Impervious Runoff Depth $>0.01^{1 "}$ Flow Length $=180^{\prime} \mathrm{Tc}=6.0 \mathrm{~min} \mathrm{CN}=32$ Runoff $=0.00 \mathrm{cfs} 10 \mathrm{cf}$

Runoff Area=54,715 sf $0.00 \%$ Impervious Runoff Depth>0.13" Flow Length $=490^{\prime} \quad \mathrm{T}=13.3 \mathrm{~min} \mathrm{CN}=39$ Runoff $=0.03 \mathrm{cfs} 585 \mathrm{cf}$

Runaff Area $=138,495$ sf $0.00 \%$ Impervious Runoff Depth $>0.10^{\prime \prime}$ Flow Length=270' $\mathrm{Tc}=13.2 \mathrm{~min} \mathrm{CN}=38$ Runoff $=0.06 \mathrm{cfs} 1.187 \mathrm{cf}$

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

| Subcatchment 10S: Overland to Asbury Street |  | Runoff Area $=19,920$ sf $0.00 \%$ Impervious Runoff Depth $>0.72$ " |
| :---: | :---: | :---: |
|  |  | Flow Length $=180^{\prime} \mathrm{Tc}=6.0 \mathrm{~min} \mathrm{CN}=32$ Runoff $=0.18 \mathrm{cfs} 1,200 \mathrm{cf}$ |
| Subcatchment 20S: Overland to Northwest |  | Runoff Area=54,715 sf 0.00\% Impervious Runoff Depth>1.39" |
|  |  | Flow Length=490' $\quad \mathrm{c}=13.3 \mathrm{~min} \mathrm{CN}=39$ Runoff $=1.35 \mathrm{cfs} 6,331 \mathrm{cf}$ |
| Subcatchment 30S: Overland to Northeast |  | Runoff Area $=138,495$ sf $0.00 \%$ Impervious Runoff Depth $>1.29$ " |
|  |  | Flow Length $=270^{\circ} \mathrm{Tc}=13.2 \mathrm{~min} \mathrm{CN}=38$ Runoff $=3.04 \mathrm{cfs} 14,856 \mathrm{cf}$ |
|  | Total Runoff Area $=\mathbf{2 1 3 , 1 3 0} \mathbf{~ s f}$ | Runoff Volume $=\mathbf{2 2 , 3 8 8}$ cf Average Runoff Depth $=1.26^{\prime \prime}$ $\mathbf{1 0 0 . 0 0 \%}$ Pervious $\mathbf{= 2 1 3 , 1 3 0}$ sf $\mathbf{0 . 0 0 \%}$ Impervious $=0$ sf |

## Summary for Subcatchment 10S: Overland to Asbury Street

Runoff $=0.18 \mathrm{cfs} @ 12.28 \mathrm{hrs}$, Volume $=\quad 1,200 \mathrm{cf}$, Depth $>0.72^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.94"


## Summary for Subcatchment 20S: Overland to Northwest

Runoff $=1.35 \mathrm{cfs} @ 12.23 \mathrm{hrs}$, Volume $=\quad 6,331 \mathrm{cf}$, Depth> 1.39"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs Type III 24-hr 100 -Year Rainfall=8.94"


Summary for Subcatchment 30S: Overland to Northeast

Runoff $=3.04 \mathrm{cfs} @ 12.24$ hrs, Volume $=14,856 \mathrm{cf}$, Depth> 1.29"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span=5.00-20.00 hrs, dt= 0.05 hrs Type III 24-hr 100-Year Rainfall=8.94"

| Area (sf) | CN | Description |
| ---: | ---: | :--- |
| 17,200 | 30 | Woods, Good, HSG A |
| 121,295 | 39 | Pasture/grassland/range, Good, HSG A |
| 138,495 | 38 | Weighted Average |
| 138,495 |  | $100.00 \%$ Pervious Area |





24819-hyd
Prepared by Hancock Associates

## Area Listing (selected nodes)

| Area <br> $(\mathrm{sc}-\mathrm{ft})$ | CN | Description <br> (subcatchment-numbers) |
| ---: | :--- | :--- |
| 122,890 | 39 | >75\% Grass cover, Good, HSG A (200S, 210S, 3005, 310S) |
| 33,830 | 98 | Paved parking, HSG A (1005, 2105, 310S) |
| 23,050 | 98 | Roofs, HSG A (3205) |
| 3,645 | 98 | Sidewalks, HSG A (210S, 310S) |
| 500 | 72 | Ston Dust Walkway, HSG A (100S) |
| 5,145 | 72 | Stone Dust Walkway, HSG A (200S, 210S, 300S) |
| 24,070 | 30 | Woods, Good, HSG A (100S, 300S) |
| 213,130 | 56 | TOTAL AREA |


| 24819-hyd <br> Prepared by Hancock Associates <br> HydroCAD $10.00-24 ~ s / n ~ 00821 ~ © ~$ |
| :--- |



Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method


## Summary for Subcatchment 100S: Overland to Asbury Street

Runoff $=\quad 0.18 \mathrm{cfs} @ 12.15 \mathrm{hrs}$, Volume $=\quad 876 \mathrm{cf}$, Depth> $1.00^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span $=5.00-20.00 \mathrm{hrs}, \mathrm{dt}=0.05 \mathrm{hrs}$ Type III 24-hr 100-Year Rainfall $=8.94^{\prime \prime}$


## Summary for Subcatchment 200S: Overland to Northwest

Runoff $=0.56 \mathrm{cfs} @ 12.16 \mathrm{hrs}$, Volume $=2,209 \mathrm{cf}$, Depth> $1.50^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span $=5.00-20.00 \mathrm{hrs}, \mathrm{dt}=0.05 \mathrm{hrs}$
Type III 24-hr 100-Year Rainfal|=8.94"


## Summary for Subcatchment 210S: Overland to P.IB

Runoff $=5.16 \mathrm{cfs} @ 12.09 \mathrm{hrs}$, Volume $=15,142 \mathrm{cf}$, Depth $>4.22^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span=5.00-20.00 hrs, dt=0.05 hrs Type III 24-hr 100-Year Rainfall=8.94"

|  | Area (sf) | CN D | Description |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 15,800 | 98 P | Paved parking, HSG A |  |  |
| * | 2,345 | 98 Sid | Sidewalks, HSG A |  |  |
|  | 24,676 | $39>$ | >75\% Grass cover, Good, HSG A |  |  |
| * | 210 | 72 S | Stone Dust Walkway, HSG A |  |  |
|  | 43,031 | 64 W | Weighted Average |  |  |
|  | 24,886 |  | 57.83\% Pervious Area |  |  |
|  | 18,145 |  | 42.17\% Impervious Area |  |  |
| $\begin{array}{r} \mathrm{Tc} \\ (\mathrm{~min}) \end{array}$ | Length (feet) | Slope <br> ( $\mathrm{ft} / \mathrm{ft}$ ) | e Velocity <br> (ft/sec) | $\begin{array}{r} \text { Capacity } \\ \text { (cfs) } \end{array}$ | Description |
| 6.0 |  |  |  |  | Direct Entry, |

## Summary for Subcatchment 300S: Overland to Northeast

Runoff $=\quad 2.23 \mathrm{cfs} @ 12.23 \mathrm{hrs}$, Volume $=10,453 \mathrm{cf}$, Depth> $1.39^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span=5.00-20.00 hrs, dt= 0.05 hrs Type ill 24-hr 100-Year Rainfall=8.94"

$13.2 \quad 270$ Total

## Summary for Subcatchment 310S: Parking Lot, Sidewalks, Areas Adjacent ot BDG

Runoff $=4.63 \mathrm{cfs} @ 12.09$ hrs, Volume $=13,997 \mathrm{cf}$, Depth> $5.90^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= $5.00-20.00 \mathrm{hrs}$, $\mathrm{dt}=0.05 \mathrm{hrs}$ Type III 24-hr 100-Year Rainfall=8.94"


## Summary for Subcatchment 320S: Roof

Runoff $=\quad 4.54 \mathrm{cfs} @ 12.09 \mathrm{hrs}$, Volume $=15,360 \mathrm{cf}$, Depth $>8.00^{\prime \prime}$

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs Type ilf 24-hr 100-Year Rainfall=8.94"

| Area (sf) | CN | Description |
| ---: | ---: | :--- |
| 23,050 | 98 | Roofs, HSG A |
| 23,050 | $100.00 \%$ Impervious Area |  |
|  |  |  |
| Tc Length Slope   <br> $(\mathrm{min})$ (feet) (ft/ft) (ft/sec) (cfs) |  |  |
| 6.0 |  | Direct Entry, Direct |

## Summary for Reach 100R: Overland to Asbury Street



Routing by Dyn-Stor-Ind method, Time Span $=5.00-20.00 \mathrm{hrs}, \mathrm{dt}=0.05 \mathrm{hrs}$

## Summary for Reach 200R: Overland to Northwest

| Inflow Area $=$ | $60,752 \mathrm{sf}, 29.87 \%$ | Impervious, Inflow Depth $>0.66^{\prime \prime}$ | for $100-$ Year event |  |
| :--- | :--- | :--- | :--- | :--- |
| Inflow $=$ | $0.56 \mathrm{cfs} @$ | 12.16 hrs , Volume $=$ | $3,360 \mathrm{cf}$ |  |
| Outflow $=$ | $0.56 \mathrm{cfs} @ 12.16 \mathrm{hrs}$, Volume $=$ | $3,360 \mathrm{cf}$, Atten $=0 \%$, Lag $=0.0 \mathrm{~min}$ |  |  |

Routing by Dyn-Stor-Ind method, Time Span $=5.00-20.00 \mathrm{hrs}, \mathrm{dt}=0.05 \mathrm{hrs}$

## Summary for Reach 300R: Overland to Northeast

| Inflow Area $=$ |
| :--- |
| Inflow $=$ |
| Outflow $=$ |$\quad 141,848 \mathrm{sf}, 29.50 \%$ Impervious, | Inflow Depth $>0.88^{\prime \prime}$ for 100 -Year event |
| :--- |

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt=0.05 hrs

## Summary for Pond 200P: P.IB




Discarded OutFlow Max=0.25 cfs @ 13.10 hrs $\mathrm{HW}=62.05$ (Free Discharge)
$\mathrm{L}_{1=\text { Exfiltration (Exfiltration Controls } 0.25 \mathrm{cfs} \text { ) }}$
Primary OutFlow Max=0.25 cfs @ 13.10 hrs HW=62.05' TW=0.00' (Dynamic Tailwater)
$\tau_{2}=$ Broad-Crested Rectangular Weir (Weir Controls $0.25 \mathrm{cfs} @ 0.52 \mathrm{fps}$ )

## Summary for Pond 300P: P.UIS



Storage Group A created with Chamber Wizard

| Device | Routing | Invert | Outlet Devices |
| :---: | :---: | :---: | :---: |
| \#1 | Discarded | $48.30^{\prime}$ | $8.270 \mathrm{in} / \mathrm{hr} \mathrm{Exfiltration} \mathrm{over} \mathrm{Surface} \mathrm{area}$ |
| \#2 | Primary | $54.75{ }^{\prime}$ | 4.0' long x 1.0' breadth Broad-Crested Rectangular Weir |
| \#3 | Primary | 54.75' | Head (feet) $0.200 .400 .600 .801 .001 .201 .401 .601 .80 \quad 2.002 .503 .00$ |
|  |  |  | Coef. (English) $2.692 .722 .752 .85 \quad 2.983 .083 .203 .283 .313 .303 .313 .32$ |
|  |  |  | 12.0" Round Culvert L=74.0' CPP, projecting, no headwall, $\mathrm{Ke}=0.900$ |
|  |  |  | Inlet / Outiet Invert=54.75'/54.20' S=0.0074 '/' Cc= 0.900 |
|  |  |  | $\mathrm{n}=0.012$ Corrugated PP, smooth interior, Flow Area= 0.79 sf |

[^4][^5]

Soil Map-Essex County, Massachusetts, Southern Part


Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| :---: | :---: | :---: | :---: |
| 31A | Walpole sandy loam, 0 to 3 percent slopes | 6.4 | 2.9\% |
| 32A | Wareham loamy sand, 0 to 3 percent slopes | 6.9 | 3.1\% |
| 43A | Scarboro mucky fine sandy loam, 0 to 3 percent slopes | 16.6 | 7.5\% |
| 51A | Swansea muck, 0 to 1 percent slopes | 0.1 | 0.0\% |
| 52A | Freetown muck, 0 to 1 percent slopes | 54.0 | 24.5\% |
| 102C | Chatfield-Hollis-Rock outcrop complex, 0 to 15 percent slopes | 9.6 | 4.4\% |
| 102E | Chatfield-Hollis-Rock outcrop complex, 15 to 35 percent slopes | 6.3 | 2.9\% |
| 242C | Hinckley loamy sand, 8 to 15 percent slopes | 12.9 | 5.8\% |
| 242D | Hinckley loamy sand, 15 to 25 percent slopes | 0.4 | 0.2\% |
| 254A | Merrimac fine sandy loam, 0 to 3 percent slopes | 2.9 | 1.3\% |
| 254B | Merrimac fine sandy loam, 3 to 8 percent slopes | 22.2 | 10.1\% |
| 254C | Merrimac fine sandy loam, 8 to 15 percent slopes | 13.3 | 6.0\% |
| 255A | Windsor loamy sand, 0 to 3 percent slopes | 1.7 | 0.8\% |
| 255B | Windsor loamy sand, 3 to 8 percent slopes | 30.0 | 13.6\% |
| 256A | Deerfield loamy fine sand, 0 to 3 percent slopes | 2.2 | 1.0\% |
| 260A | Sudbury fine sandy loam, 0 to 3 percent slopes | 3.3 | 1.5\% |
| 276A | Ninigret fine sandy loam, 0 to 3 percent siopes | 2.8 | 1.3\% |
| 306D | Paxton fine sandy loam, 15 to 25 percent slopes, very stony | 1.5 | 0.7\% |
| 311B | Woodbridge fine sandy loam, 0 to 8 percent slopes, very stony | 4.2 | 1.9\% |
| 316B | Scituate fine sandy loam, 3 to 8 percent slopes, very stony | 2.0 | 0.9\% |


| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
| :---: | :---: | :---: | :---: |
| 420B | Canton fine sandy loam, 3 to 8 percent slopes | 5.9 | 2.7\% |
| 421B | Canton fine sandy loam, 0 to 8 percent slopes, very stony | 6.1 | 2.8\% |
| 421C | Canton fine sandy loam, 8 to 15 percent slopes, very stony | 3.8 | 1.7\% |
| 421D | Canton fine sandy loam, 15 to 25 percent slopes, very stony | 5.4 | 2.4\% |
| Totals for Area of Interest |  | 220.5 | 100.0\% |

## View from NE corner looking to SE corner



## View from NE corner looking to SW corner



View from NE corner looking to NW corner


View from NE corner looking at abutting field to North



## View from SE corner looking to NE corner



View from SW corner looking to Eastern line (showing wooded buffer and abutting luxury 55+ development)


View from SE corner looking to NE corner (showing wooded buffer and abutting luxury 55+ development)


View from SE corner showing wooded buffer


View from SE corner looking to NE corner and abutting farmland


## View from SE corner looking to NE corner



View from SE corner to NW corner


View from NE corner looking at abutting luxury 55+ development


View from NE corner looking at abutting luxury 55+ development


## Stone wall on Asbury Street frontage




450 Asbury Street



View from SW corner to eastern edge


View from SW corner to NW corner


View from SW corner showing abutting farmland


## Benjamin Tymann

| From: | Peter Britton < brickendsfarm@gmai |
| :---: | :---: |
| Sent: | Wednesday, March 9, 2022 6:02 PM |
| To: | permitting@hamiltonma.gov |
| Cc: | Peter Britton; Benjamin Tymann |
| Subject: | Permitting by Britton Family Trust |
| Britton Family Trust 400 Essex Street Beverly Farms, MA 01915 |  |
|  |  |
|  |  |
| By Email | March 9, 2022 |
| Town of Hamilton Zoning Board of Appeals |  |
| 577 Bay Road |  |
| Hamilton, MA 01936 |  |
| ATTN: Mary-Ellen l. Feener |  |

Re: Asbury Commons - 40B Comprehensive Permit Application
Dear Ms. Feener:

On behalf of the Britton Family Trust, LLC, owner of property at 466 Highland Street, which is the subject property for Harborlight Community Partners, Inc's application for a 40B Comprehensive Permit, the Britton Family Trust hereby authorizes Harborlight Community Partners to submit this proposal to the Town of Hamilton Zoning Board of Appeals.
Please contact me with any questions or concerns regarding this matter. Thank you.
Sincerely,
Peter Britton, Trustee

## AMENDED AND RESTATED OPTION TO PURCHASE

THIS AMENDED AND RESTATED OPTION TO PURCHASE (this "Agreement") is dated as of December 6, 2021 (the "Effective Date") by and between BRITTON FAMILY LLC, a Massachusetts limited liability company (referred to herein as the "Seller"), and HARBORLIGHT COMMUNITY PARTNERS, INC., a Massachusetts nonprofit corporation (referred to herein as the "Purchaser").

## RECITALS:

WHEREAS, Seller owns a parcel of land shown as Lot 2B-4 containing approximately 4.89 acres shown on Exhibit A attached hereto (the "Property") located on Asbury Street in South Hamilton, Massachusetts, a portion of the Property being subject to a conservation restriction as shown on said Exhibit A (the "Conservation Restriction Parcel");

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property subject to certain conditions set forth herein; and

WHEREAS, Seller wishes to grant an exclusive option to the Purchaser to purchase the Property upon the satisfaction of the terms and conditions set forth herein; and

WHEREAS, Seller and Purchaser executed a certain Option to Purchase, dated as of October 21, 2020 (the "Option"); and

WHEREAS, Seller and Purchaser desire to amend and restate the Option;
NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto amend and restate the Option in its entirety as follows:

## ARTICLE 1 <br> Agreement; Purchase Price; Closing Date

Section 1.1 Agreement to Sell and Purchase. Subject to the terms and provisions hereof, Seller grants to the Purchaser an exclusive option to purchase the Property and Seller agrees to sell the Property to Purchaser or to Purchaser's Permitted Assignee (as defined below) and Purchaser agrees to purchase the Property from Seller upon Purchaser's exercise of such option on the terms and conditions set forth herein below.

## Section 1.2 Purchase Price, Deposit and Other Payments.

(a)

The purchase price for the Property shall equal
Dollars (the "Purchase Price").
(b) Purchaser has paid a deposit of (the "Initial Deposit") and has also paid an additional deposit of "Diligence Deposit"). In the event that Purchaser has not previously terminated this Agreement, Purchaser shall pay directly to Seller additional deposits totaling (the "Pre-Planning Deposits" and, together with the Initial Deposit,
the Diligence Deposit and the Additional Deposits (as defined below), the "Deposits") in four (4) installments of each due on April 21, 2021 (which installment has been paid), October 21,2021, April 21, 2022 and October 21, 2022, respectively. The Pre-Planning Deposits shall be non-refundable to Purchaser unless the Seller fails to perform its obligations hereunder and this Agreement is terminated as a result thereof. Seller shall apply all Deposits as a credit against the Purchase Price at the Closing.
(c) All Deposits other than the Pre-Planning Deposits and the Additional Deposits made hereunder shall be held in a non-interest-bearing, insured escrow account by Rackemann, Sawyer \& Brewster, P.C. as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance hereunder or otherwise pursuant to the terms of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all such Deposits made under this Agreement pending instructions mutually given by the Seller and the Purchaser or by a court of competent jurisdiction. The Purchaser and the Seller jointly and severally agree to indemnify and hold the escrow agent harmless from any all costs and expenses, including reasonable attorneys' fees, incurred in connection with any such dispute or otherwise arising out of escrow agent serving as the escrow agent hereunder (unless arising out of the bad faith, willful default or gross negligence of escrow agent), and the Purchaser agrees that Rackemann, Sawyer \& Brewster, P.C. shall not, by virtue of its serving as escrow agent, be disqualified from representing the Seller in connection with any dispute regarding the disposition of the Deposits or from otherwise representing Seller in connection with this Agreement and the transaction related hereto and contemplated hereby.
(d) Subject to the adjustments and apportionments as hereinafter set forth, the Purchase Price shall be paid on the Closing Date by wire transfer of immediately available federal funds to an account designated by Seller or by certified, cashier's or treasurer's check or bank check payable directly to Seller without endorsement.

Section 1.3 Closing Date. The closing of the transaction contemplated hereby (the "Closing") shall occur on a date specified by Purchaser by notice given to Seller (the "Closing Notice") which date shall be not more than sixty (60) days after the later to occur of (A) the Appeal Expiration Date (as defined below) or, if an appeal of an Approval is filed, the date of dismissal of such appeal (if later than the Appeal Expiration Date), and (B) the date the Financing Contingencies have been satisfied, and which date shall not be less than thirty (30) days after the date the Closing Notice is given (the "Closing Date"'); provided, however, that if the dates set forth in (A) and (B) have not been satisfied by the Outside Closing Notice Date (as defined in Section 6.1, as the same may be extended pursuant to that Section), the Purchaser shall not be required to give the Closing Notice, and this Agreement shall terminate as of the Outside Closing Notice Date. The Purchaser shall not be required to close, in any event, unless (i) it has received all Approvals and thirty (30) days has passed after the expiration of the period for appeals without an appeal having been taken (the "Appeal Expiration Date"') or, if later, the dismissal of any such appeal, (ii) not less than sixty (60) days have passed following the satisfaction of the Financing Contingencies, as defined below, and (iii) the Purchaser's first mortgage construction loan for the Project has closed (or closes simultaneously with the Closing) and the equity investor has been admitted as a partner of the Purchaser and the initial loan and equity installments are funded at the time of the Closing. The Purchaser shall not be obligated to purchase the Property unless the Approvals have been obtained and the Financing Contingencies have been satisfied and, if the Approvals have not
been obtained and the Financing Contingencies cannot be satisfied through no fault of the Purchaser by the Outside Closing Notice Date or by such earlier date upon which the Purchaser shall determine that the Approvals will not be obtained and/or the Financing Contingencies will not be satisfied (notice of which determination shall be given in a timely manner by Purchaser to Seller), the Agreement shall terminate and neither party shall have recourse against the other in law or in equity. Upon the satisfaction of the Financing Contingencies, the Purchaser may exercise this Option by giving the Closing Notice to the Seller and this Option Agreement shall convert to a purchase and sale agreement.

Section 1.4 Approvals. The parties acknowledge that the Property is a portion of a larger parcel of land which Seller owns (the "Seller Property") and that it is necessary to obtain an Approval Not Required decision (the "ANR") from the Hamilton Planning Board to divide the Property from the balance of the Seller Property. Unless otherwise mutually agreed upon by Seller and Purchaser, the plan submitted for the ANR (the "ANR Plan") shall reflect the boundaries of the Property as shown on Exhibit A. At such time as Purchaser determines is appropriate in connection with Purchaser's efforts to obtain all Approvals (as defined below) for the Project (as defined below), Purchaser shall submit the ANR Plan to the Hamilton Planning Board to obtain the ANR at the next available hearing and shall diligently pursue obtaining the ANR, and Seller shall cooperate with Purchaser in obtaining the ANR. Seller agrees to cooperate with Purchaser (at no cost to Seller) to obtain all other permits and approvals, including transfers of any existing approvals (the "Approvals") from the Town of Hamilton (the "Town"), and all other applicable federal, state and local authorities to develop and to operate a multifamily affordable rental property containing approximately $40-50$ units on the Property and as otherwise described below (the "Project"). Purchaser shall diligently and continuously pursue issuance of the Approvals in a good faith manner, at Purchaser's sole cost and expense. Notwithstanding the foregoing, if Purchaser determines, in its reasonable discretion, after conducting due diligence and meeting with public officials and other interested private parties, as appropriate, that the Purchaser is not likely to obtain the Approvals for the Project, then Purchaser shall have the right to terminate this Agreement (and Purchaser shall give Seller timely notice of such determination and shall terminate this Agreement in a timely manner). The Approvals shall include all federal, state, or municipal permits or approvals reasonably deemed by Purchaser to be necessary to develop the Project, including, without limitation, rezoning of the Property, zoning variances, special permits, environmental permits and orders of conditions. The granting of the Approvals for the Project shall be a condition precedent to the Purchaser's and the Seller's respective obligations to close the transaction contemplated hereby. The Project shall be designed, permitted and constructed substantially in accordance with the plans and renderings attached hereto as Exhibit B (collectively, the "Conceptual Plans"). Without limiting the foregoing, unless otherwise approved by Seller, (a) the Project shall consist of a single building of the size and substantially the same appearance shown on the Conceptual Plans, and (b) the Project shall be served by a septic system located substantially as shown on the Conceptual Plans which shall be designed, in all events, to accommodate the Reserved Agricultural Easement (as defined below), with the understanding that the Seller shall have the right to modify the Project to respond to permitting and financing requirements.

Section 1.5 Financing Contingencies. Purchaser agrees to use commercially reasonable efforts to obtain (i) a reservation for federal low-income housing tax credits; (ii) commitments for subsidized loan financing from the Commonwealth of Massachusetts and
the Town; (iii) a capital contribution commitment from an equity investor; and (iv) construction and permanent loan financing commitments; in each case, such tax credit awards, commitments and loans on terms and conditions agreeable to Purchaser in its sole discretion (collectively, the "Financing Contingencies"). Notwithstanding the foregoing, if Purchaser determines that it is unlikely to satisfy the Financing Contingencies, Purchaser shall give timely notice of such fact to Seller and Purchaser shall terminate this Agreement in a timely manner.

## ARTICLE 2 <br> Title and Survey

Section 2.1 Title and Survey. Seller has advised Purchaser that, to Seller's knowledge, no owner's or lender's title insurance commitments or policies have been issued in connection with the Property within the last 10 years. Seller has provided, or within thirty (30) business days from the Effective Date Seller shall provide, copies of all existing surveys of the Property, if any, to the extent that the same are in Seller's possession or control (but exclusive of any plans recorded at the Essex South Registry of Deeds). Purchaser may order title commitments or pro forma title policies (the "Title Commitments") from an agent of a national title insurance company selected by Purchaser (the "Title Company") and a survey of the Property (the "Survey"'). Purchaser shall have until the end of the Study Period (defined in Section 3.2) to give Seller a written notice that sets forth any objections that Purchaser has to title or survey matters affecting the Property and disclosed on the Title Commitments or the Survey (the "Purchaser Title Obiections"') and identify the exceptions to title that the Purchaser will permit at Closing (the "Permitted Exceptions"'). Regardless of whether the same are identified in Purchaser's notice to Seller pursuant to the preceding sentence, the Permitted Exceptions shall include all matters which are not Purchaser Title Objections which are shown on the Title Commitments or the Survey, and any other title and survey matters in existence as of the date the Title Commitments and the Survey were prepared, or, if Purchaser does not obtain Title Commitments or a Survey, any title or survey matters in existence as of the Effective Date, which, in all events, are not included in the Purchaser Title Objections. Within fifteen (15) business days after Seller's receipt of notice of the Purchaser Title Objections, Seller shall notify Purchaser of those Purchaser Title Objections that Seller is willing to attempt to cure ("Seller's Cure Notice"). If Seller does not agree in Seller's Cure Notice to attempt to cure all of the Purchaser Title Objections, Purchaser shall have the right, within ten (10) business days after receipt of Seller's Cure Notice, to terminate this Agreement by giving written notice thereof to Seller on or before such date. If Purchaser does give such notice to terminate to Seller, (a) the Purchaser Title Objections which Seller has not agreed to attempt to cure shall be deemed to be Permitted Exceptions, and (b) Seller shall use reasonable efforts to cure before the Closing Date those Purchaser Title Objections which Seller has agreed in Seller's Cure Notice to attempt to cure, provided that: (i) except for mortgages and other liens voluntarily placed on the Property by Seller or securing the payment of money ("Voluntary Liens"), Seller shall not be obligated to expend more than $\$ 20,000$ to effectuate such cure; and (ii) Seller shall in no event be required to bring suit to clear any claimed title or survey defects. If, despite such reasonable efforts, Seller is unable to cure by the Closing Date the Purchaser Title Objections that Seller has agreed to attempt to cure, Purchaser shall have the option (in its sole discretion) of either (y) accepting the title as it then is or ( z ) terminating this Agreement, in which event this Agreement shall terminate and Purchaser and Seller shall have no further obligations or liabilities hereunder other than those obligations which expressly survive termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, all Voluntary Liens will be satisfied
by Seller on or prior to the Closing Date or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller and Purchaser shall have no obligation to give Seller any notice of objection with respect to any Voluntary Liens.

Section 2.2 Reserved Agricultural Easement. The Purchaser acknowledges that it intends to use the area shown as the cross-hatched area located with the "Agricultural Easement Boundary" on the plan attached hereto as Exhibit D (the "Reserved Area") for a septic system, a stormwater management system, open space, farming and other agricultural uses. Notwithstanding anything to the contrary set forth in Section 2.1 or elsewhere in this Agreement, it is acknowledged and agreed that the Property shall be conveyed by Seller to Purchaser at Closing subject to: (a) a Conservation Restriction held by Essex County Greenbelt Association Inc. on the Conservation Restriction Parcel recorded with the Essex South Registry of Deeds at Book 12215, Page 189 (the "Conservation Restriction"), which shall be deemed to be a Permitted Exception for all purposes under this Agreement (and the use of the Conservation Restriction Parcel shall be limited to those uses permitted under the Conservation Restriction); and (b) an easement reserved by Seller with respect to the Reserved Area in the form attached hereto as Exhibit E (the "Reserved Agricultural Easement").
2.3 Nitrogen Loading Restriction. At the Closing Seller agrees to execute and deliver to Purchaser for recording a nitrogen loading restriction (the "Nitrogen Loading Restriction") granting the Town of Hamilton Board of Health a perpetual restriction on the Seller's nearby land shown on the plan attached hereto as Exhibit F (the "Additional Land"), or, if agreed to by Seller and Purchaser prior to the Closing, other mutually agreeable alternate Seller owned land that fulfills the same purpose. The Nitrogen Loading Restriction shall be in a form prepared by and at the cost of the Purchaser sufficient to satisfy the requirements of Title V and 310 CMR 15 to achieve a net nitrogen load of 440 gpd per acre in the aggregate for the 45 units/ 90 bedrooms in the Project and shall be substantially in the form attached hereto as Exhibit G. Purchaser shall be solely responsible for (a) obtaining the approval of the Hamilton Board of Health to the form of the Nitrogen Loading Restriction, and (b) confirming that the Additional Land and the Nitrogen Loading Restriction satisfy the requirements set forth above. Seller makes no representation or warranty regarding the suitability of the Additional Land for such purposes, Seller shall have no liability to Purchaser, the Town of Hamilton Board of Health, or any other party with respect to the suitability of the Additional Land or the adequacy of the Nitrogen Loading Restriction, and Seller's sole obligation shall be to execute and deliver the Nitrogen Loading Restriction at the Closing as set forth above and to comply with the terms and provisions thereof. Seller shall not unreasonably withhold its consent to any revisions to the form attached hereto as Exhibit $G$ which may be required by the Town of Hamilton Board of Health, provided that in no event shall the Nitrogen Loading Restriction prohibit the ongoing use and management of the Additional Land as forest land in accordance with good forestry practices, and Seller shall have no obligation to execute a Nitrogen Loading Restriction in a form which prohibits such ongoing use and management of the Additional Land as forest land; provided, however, that, if required by the Town of Hamilton Board of Health, the Nitrogen Loading Restriction shall be permitted to prohibit the use of man-made fertilizer on the Additional Land.
2.4 Additional Easements. The parties shall negotiate the terms of any necessary grading or other mutually beneficial easements in good faith prior to the Closing.

## ARTICLE 3

## Inspection and Audit

## Section 3.1 Information and Access.

(a) During the term of this Agreement, Seller shall promptly provide Purchaser with such information concerning the Property as Purchaser may reasonably request, to the extent that the same is in Seller's possession or control.
(b) During the term of this Agreement, Purchaser, personally or through its authorized agents or representatives, shall be entitled to enter upon the Property upon reasonable advance notice to Seller. Without limiting the foregoing, Purchaser shall have the right to make such investigations, including appraisals, engineering studies, soil tests, environmental studies, inquiry of governmental officials and underwriting analyses as Purchaser deems necessary or advisable, subject to the following limitations: (i) Purchaser shall give Seller written or telephonic notice at least two (2) business days before conducting any inspections on the Property, and a representative of Seller shall have the right to be present when Purchaser or its representatives conducts any such inspections; (ii) neither Purchaser nor its agents shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental, geotechnical or similar tests, all of which shall promptly be repaired by Purchaser; (iii) before entering upon the Property to conduct any tests thereon, Purchaser shall furnish to Seller such evidence of general liability insurance coverage in form and amounts reasonably satisfactory to Seller; and (iv) Purchaser shall indemnify, hold harmless and defend the Seller against all liabilities, claims and costs (including reasonable attorneys' fees), including without limitation those arising out of or resulting from personal injury or property damage and/or material damage to the Property, caused by the activities of Purchaser or its agents under this paragraph; provided, however, that such indemnity shall not include any costs or damages caused by (A) the acts of the Seller or its agents or representatives, (B) any claims of diminution in the value of the Property as a consequence of the results revealed by such tests and inspections, or (C) any pre-existing condition of the Property. Purchaser agrees that such testing and investigations will be as minimally invasive as is reasonable and customary, and that, to the extent practicable, Purchaser will restore the Property after such testing to its former condition sufficient for its use at the time of such testing or investigation. The foregoing repair, restoration and indemnification obligations shall survive the Closing or termination of this Agreement; provided, however, that any demand by Seller for repair or restoration must be brought within one hundred twenty (120) days after the Closing or termination of this Agreement, and no action or proceeding thereon shall be valid or enforceable, at law or in equity, if commenced after said time period. Purchaser also agrees to make a copy of any reports contemplated by this Section 3.1(b) that Purchaser commissions with respect to the Property available to the Seller, if requested by the Seller, at no cost to the Seller, which obligation shall also survive the Closing or termination of this Agreement.

Section 3.2 Study Period. Purchaser shall have the 60 day period commencing on the Effective Date (the "Study Period") to physically inspect the Property, evaluate and conduct due diligence and underwriting on the Property as and to the extent that Purchaser, in its sole and absolute discretion, deems appropriate so as to satisfy itself with respect to, but not limited to, the following matters: title and survey, environmental, soil conditions,
utilities, historic/archeological/endangered species, wetlands, zoning and land use issues. At any time before the end of the first business day following the end of the Study Period, Purchaser may, in its absolute and unreviewable discretion, determine the status of the Property unsatisfactory with respect to one or more of such matters, and thereupon terminate this Agreement by giving written notice thereof to Seller (the "Termination Notice") on or before such date. In the event that Purchaser timely gives a Termination Notice, this Agreement shall automatically terminate and Seller and Purchaser shall have no further obligations or liabilities to each other hereunder except those obligations of this Agreement that expressly survive termination of this Agreement.

Section 3.3 Cooperation. During the term of this Agreement, the Seller shall cooperate with the reasonable requests of the Purchaser, and shall direct its property managers, employees, contractors and consultants to cooperate with the reasonable requests of the Purchaser, to obtain information concerning the Property, so long as there is no cost to Seller relative to the aforesaid requests and provided that such information is in Seller's possession or control.

## ARTICLE 4 <br> Conditions Precedent. Condemnation

Section 4.1 Conditions Precedent Favoring Purchaser. In addition to any other conditions precedent in favor of Purchaser set forth elsewhere in this Agreement, Purchaser's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller:
(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;
(b) On the Closing Date, the representations of Seller set forth in Section 5.3 shall be true, complete and accurate in all material respects;
(c) Seller shall have acquired or have the unconditional right to sell the Property;
(d) On the Closing Date, good and clear, record and marketable title to the Property shall be conveyed to Purchaser and the Title Company shall issue to Purchaser an extended coverage owner's title insurance policy (on the current ALTA Form) in the amount of the Purchase Price plus any equity and debt on the Property in excess of the Purchase Price, together with the endorsements as may be required by Purchaser, insuring good and indefeasible fee simple title to the Property in Purchaser, subject only to permitted title exceptions to which Purchaser has agreed in writing in accordance with Section 2.1, and any other Permitted Exceptions, and subject to the policies' standard printed exceptions, except that: (i) the exceptions for mechanic's liens shall be deleted; (ii) the survey exception shall be limited to Permitted Exceptions; (iii) the exception relating to ad valorem taxes shall relate only to taxes not due and payable as of the Closing and owing for the year of Closing and subsequent years; and (iv) the
parties-in-possession exception shall be deleted except for the Permitted Exceptions;
(e) On the Closing Date, (i) the Property shall be in the same condition that it is in now, reasonable wear and tear and lawful changes related to ongoing agricultural use excepted; (ii) there shall be no judicial or administrative or condemnation proceeding pending or threatened concerning the Property that was not disclosed in writing to Purchaser before the commencement of the Study Period; (iii) the Property and the use and operation thereof shall comply in all material respects with all applicable legal requirements, except for any noncompliance that existed as of the commencement of the Study Period or which will cease as a result of the Closing; and (iv) the Property shall be free and clear of any contracts or other binding agreements that will survive the Closing other than this Agreement or as provided in this Agreement;
(f) Between the commencement of the Study Period and the Closing Date, there shall not have occurred any spill or release of hazardous materials at the Property that have not been fully remediated at Seller's expense in accordance with all applicable laws to Purchaser's reasonable satisfaction;
(g) The Financing Contingencies shall have been satisfied and the commitments remain in full force and effect as of the Closing Date; and
(h) All Approvals shall have been issued for the Project.

Section 4.2 Conditions Precedent Favoring Seller. In addition to any other condition precedent in favor of Seller set forth elsewhere in this Agreement, Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Purchaser:
(a) Purchaser shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Purchaser prior to or at the Closing;
(b) On the Closing Date, the representations of Purchaser set forth in Section 5.2 shall be true, accurate and complete in all material respects; and
(c) All Approvals shall have been issued for the Project as of the Closing Date, except for those permits which are customarily issued in the ordinary course of the Project after commencement of construction or upon completion of construction of the Project.

Section 4.3 Condemnation. Unless and until the Closing is completed for the Property, the risk of loss to the Property from condemnation shall be borne by Seller. If, at any time before completion of the Closing for the Property, a taking or condemnation (or proceeding in lieu thereof) is commenced or threatened in writing: (i) of all or substantially all of the Property; or (ii) of less than all or substantially all of the Property that: (1) causes the Property to fail to comply with legal requirements or any applicable Approvals; (2) materially impairs access to
or egress from the Property; and/or (3) otherwise, in Purchaser's reasonable business judgment, results in a loss of value in excess of $\$ 50,000$ (any of the foregoing, a "Material Taking"'), Purchaser may, at Purchaser's sole option, elect either to: (a) terminate this Agreement; or (b) purchase the Property subject to and in accordance with this Agreement (and without any reduction in the Purchase Price).

In the event of a condemnation or taking that does not constitute a Material Taking, or if there is a Material Taking but Purchaser elects to proceed under this Section 4.3: (1) Purchaser shall purchase the Property in accordance with the terms hereof (without reduction in the Purchase Price), (2) Seller shall assign to Purchaser at Closing all condemnation proceeds paid or payable as a result of such condemnation, (3) Purchaser shall have the right to be present with Seller at any hearings or negotiations with respect thereto, and (4) Seller shall not settle or compromise any such matter without Purchaser's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Purchaser shall be deemed to have elected to terminate this Agreement under this Section 4.3 unless, within fifteen (15) business days from written notice to Purchaser of the condemnation, Purchaser provides Seller with written notice that Purchaser elects to proceed pursuant to this Section 4.3. If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) business days after written notice to Purchaser of the Material Taking.

## Section 4.4 Activities Prior to Closing.

(a) Seller shall not, without Purchaser's prior written approval given or withheld in its sole and unreviewable discretion, (i) make any improvements to the Property, (ii) change or attempt to change (or consent to any change in) the zoning or other legal requirements applicable to the Property, or (iii) cancel, amend or modify in any material respect any certificate, license, approval or permit held by or on behalf of Seller with respect to the Property (other than those which relate solely to Seller's ongoing use of the Property for agricultural purposes prior to Closing). Nothing contained in this Agreement shall limit Seller's right to use the Property for agricultural purposes at any time prior to the Closing.
(b) At all times prior to Closing, Seller shall: (i) perform its obligations under the Permitted Exceptions; (ii) maintain the insurance with respect to the Property that is in place as of the Effective Date; (iii) not sell or farther encumber the Property or any direct or indirect interest therein or enter into any agreement relating thereto; (iv) not cut or remove any trees on the Property (except in connection with Seller's agricultural activities on the Property); and (v) promptly give Purchaser a reasonably detailed written notice of: (1) any flood or other material adverse change with respect to the Property of which Seller obtains actual knowledge, (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtains actual knowledge, (3) any written notice received by Seller claiming that the Property or the use and operation thereof fails to comply with applicable legal requirements, and (4) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. If Seller becomes aware during the term of this Agreement of any matters that render any of Seller's representations or warranties untrue in any material respect, Seller shall promptly disclose such matters to Purchaser in writing.

## ARTICLE 5

## As-Is Sale: Limited Representations and Warranties

## Section 5.1 As-Is Sale.

(a) Purchaser acknowledges that, prior to the Closing, it will have a full and complete opportunity to conduct such investigations, examinations, inspections and analysis of the Property and market conditions as Purchaser, in its absolute discretion, may deem appropriate. Purchaser further acknowledges that, except for Seller Representations specifically set forth herein, Purchaser has not relied upon any statements, representations or warranties by Seller or any agent of Seller.
(b) Except for the obligations of Seller under this Agreement and the Seller Representations, Purchaser agrees that the Property shall be sold and that Purchaser shall accept possession of the Property on the Closing Date strictly on an "as is" "where is" basis, and that, except for the Seller Representations, such sale shall be without representation or warranty of any kind by Seller, express or implied.
(c) The acceptance and recording of the Deed (as defined below) by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained or expressed, except only those provisions of this Agreement which expressly survive the delivery of the Deed and/or the Closing.

Section 5.2 Purchaser Representations. Purchaser hereby represents and warrants to Seller as follows:
(a) Purchaser is a non-profit corporation, duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. This Agreement constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.
(b) There are no actions, suits or proceedings pending or, to the knowledge of Purchaser, threatened, against or affecting Purchaser which, if determined adversely to Purchaser, would adversely affect its ability to perform its obligations hereunder. Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due or (vi) made an offer of settlement, extension or composition to its creditors generally. Purchaser has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder, and to execute and deliver, and to perform its obligations under, all documents required to be executed and delivered by it pursuant to this Agreement.
(c) Neither the execution, delivery or performance of this Agreement (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (A) the organizational documents of Purchaser, (B) to the best of Purchaser's knowledge, any law or any order, writ, injunction or decree of any court or governmental
authority, or (C) any agreement or instrument to which Purchaser is a party or by which it is bound, or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.
(d) No authorization, consent, or approval of any governmental authority or any other person is required for the execution and delivery by Purchaser of this Agreement or the performance of its obligations hereunder.
(e) Purchaser is not, and will not be, a person with whom Seller is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

Section 5.3 Seller's Representations. Seller warrants and represents to Purchaser as follows (collectively, the "Seller Representations"):

## (a) Representations Concerning Seller.

(i) The Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms;
(ii) There are no actions, suits or proceedings pending or, to the knowledge of Seller, threatened, against or affecting Seller which, if determined adversely to Seller, would adversely affect its ability to perform its obligations hereunder. Seller has not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (C) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (D) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (E) admitted in writing its inability to pay its debts as they come due or (F) made an offer of settlement, extension or composition to its creditors generally. Seller has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder, and to execute and deliver, and to perform its obligations under, all documents required to be executed and delivered by it pursuant to this Agreement;
(iii) Neither the execution, delivery or performance of this Agreement (A) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) to the best of Seller's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any agreement or instrument to which Seller is a party or by which it is bound, or (B) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument;
(iv) No authorization, consent, or approval of any governmental authority (including
courts) or any other person is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder;
(v) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code (the "Code"); Seller shall provide its taxpayer identification number to Purchaser prior to the end of the Study Period.

## (b) Representations Concerning the Property.

(i) There are no other options, leases, licenses or other transfer of title or occupancy agreements affecting all or any portion of the Property, except leases which are terminable prior to the Closing Date;
(ii) Seller has not entered into any commitments or agreements with any governmental authorities or agencies or with any other person affecting the Property that are not a matter of public record at the registry of deeds for the Property; and Seller has not received any written notice requiring the correction of any condition with respect to the Property, or any part thereof, by reason of any alleged violation of any applicable federal, state, county or municipal law, code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same;
(iii) Seller has delivered (or will deliver within twenty (20) business days of the Effective Date) to Purchaser (without representation or warranty, express or implied) true and complete copies of all plans, specifications, engineering, geotechnical, environmental, planning and other similar studies or reports (whether draft or final) in the possession or control of the Seller relating to the Property (the "Reports"). Except as set forth in the Reports, Seller has not received any written notice of: (1) the presence of any hazardous materials at the Property in violation of any Environmental Law or that require any remediation or investigation; or (2) the presence of any underground storage tanks on any portion of the Property;
(iv) Seller has delivered (or will deliver within twenty (20) business days of the Effective Date) to Purchaser true and complete copies of all permits, licenses and approvals in Seller's possession or control and relating to the ownership and operation of the Property (the "Permits"). Any permits, licenses and approvals relating solely to the operation of the Property are not included in the foregoing. To the best of Seller's knowledge, the Permits, if any, are in full force and effect and free from default. Seller has not received any written notice that any license, permit or approval is required in connection with the current ownership or use of the Property which is not currently in effect;
(v) There are no pending or, to Seller's knowledge, threatened judicial, administrative, condemnation or eminent domain proceedings or investigations relating to the Property;
(vi) All sums payable by reason of any labor or materials furnished with respect to the Property, and all sums payable with respect to the production and issuance of the Reports and the Permits, have been, or at or prior to Closing will be, paid in full, and Seller has no knowledge of any material disputes in connection therewith;
(vii) The Property comprises part of a larger tax parcel which includes property other than the Property. There are no tax refund proceedings relating to the Property which are currently pending. To Seller's knowledge there are no special taxes or assessments levied against the Property, nor is the Seller aware of any pending change in the tax classification of the Property;
(viii) Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property, except to Purchaser pursuant to this Agreement; and
(ix) Seller is the sole owner of fee simple title to the Property.

## ARTICLE 6 Closing

Section 6.1 Closing Date. The Closing shall take place on the Closing Date set pursuant to Section 1.3. Notwithstanding the foregoing, if Purchaser fails to deliver the Closing Notice on or before January 31, 2025 (the "Outside Closing Notice Date") either party may terminate this Agreement; provided, however, that, by written notice given by Purchaser to Seller prior to the original Outside Closing Notice Date, Purchaser shall have the option to extend the Outside Closing Notice Date until a date not later than the Extension Date (as hereinafter defined) in the event of an appeal of the grant or denial of any Approval or the denial of any financing application with any state agency, provided that Purchaser is diligently and continuously prosecuting such appeal and reapplying for such financing (and Purchaser shall be required to diligently and continuously prosecute such appeal and pursue such financing during any such extension period). The "Extension Date" shall mean the earlier to occur of (a) in the event of an appeal of the grant or denial of any Approval, the date which is seven (7) years after the date of the initial filing of the applicable appeal, (b) in the event of the denial of any financing application with any state agency, the date which is three (3) years after the date of the notice of denial, or (c) January 31, 2030. In the event that Purchaser elects to extend the Outside Closing Notice Date pursuant to the preceding sentence, Purchaser shall be required to pay additional deposits (the "Additional Deposits") to Seller in the amount of per month for a period of ten (10) months in total payments), with the first such payment due on or before the original Outside Closing Notice Date and the subsequent payments due on or before the last day of each succeeding month, such payments to be non-refundable to Purchaser unless Seller fails to perform its obligations hereunder and, in the event the Closing occurs, such payments are to be applied to the payment of the Purchase Price at Closing. Unless the parties otherwise agree in writing, the Closing shall be conducted through a customary arrangement with the Title Company and, on or before the Closing Date, the Seller shall deliver to the Title Company or Purchaser the documents listed in Section 6.2 and the Purchaser shall deliver to the Title Company the documents and funds described in Section 6.3.

Section 6.2 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items:
(a) A quitclaim deed (the "Deed") conveying good and clear record and marketable fee simple title to the Property, subject only to the Permitted Exceptions and easements, if any, which have been approved by the Purchaser or are provided for in this

Agreement, the Deed and such easements, if any, to be in proper form for recording and both the Deed and easements, if any, being fully executed;
(b) The Closing Statement (defined below);
(c) Such evidence or documents as may reasonably be required by the Title Company or Purchaser evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;
(d) Such evidence or documents as may be reasonably required by the Title Company or Purchaser relating to and sufficient to delete any exceptions for: (i) mechanics' or materialmen's liens; (ii) parties in possession (except with respect to Permitted Exceptions); (iii) survey exceptions which are not Permitted Exceptions; and/or (iv) customary affidavits relating to endorsements reasonably required by Purchaser's financing sources;
(e) All books, records and other documents, databases, computer files and other intangible property in the possession or control of Seller and material to Purchaser's ownership or operation of the Property, including permits, licenses, and approvals, as-built drawings, plans and specifications, and guaranties and warranties; and
(f) The Representation Update Certificate attached hereto as Exhibit C and made a part hereof.

Section 6.3 Purchaser's Deliveries. At the Closing, Purchaser shall deliver the following items:
(a) Immediately available federal funds sufficient to pay the balance of the Purchase Price and Purchaser's share of all escrow costs, closing expenses and adjustments and prorations at the Closing;
(b) The Closing Staternaty
(c) Such evidence or documents as may reasonably be required by the Title Company or Seller evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property;
(d) Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby; and
(e) Evidence of authority to enter into the transaction.

## Section 6.4 Costs and Prorations.

(a) Taxes. All real estate taxes assessed against the Property accruing before the Closing Date shall be the obligation of Seller and all such taxes accruing on and after the Closing Date shall be the obligation of Purchaser. Seller shall be responsible for any transfer tax,
except for any transfer tax implemented after the date of this Agreement which, pursuant to applicable law, is the Purchaser's obligation to pay.
(b) Assessment Installments. If as of the Closing Date the Property is encumbered or otherwise affected by any assessment (whether or not a lien) which has been assessed prior to the date of this Agreement and which is or may become payable in installments, then, for the purposes of this Agreement, all unpaid installments of such assessments shall be deemed to have become due and payable prior to the Closing Date and Purchaser shall be entitled to receive a credit against the Purchase Price in an amount equal to all unpaid installments of such assessments, and in such event Purchaser shall take title to the Property subject to the unpaid installments not yet due and payable. The foregoing provision shall not apply to assessments made after the date of this Agreement, as to which Purchaser shall be responsible for payment of all installments due after the Closing Date, nor shall it apply to installments due for payment of real estate taxes assessed against the Property, which shall be apportioned as set forth in Section 6.4(a).
(c) Closing Costs. Purchaser and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Purchaser shall pay all costs associated with its due diligence, including the cost of appraisals, architectural, engineering, credit and environmental reports. Seller shall pay all recording fees in connection with the release of any encumbrances on the Property. Purchaser shall pay the cost of recording the Deed and any title insurance premiums. All other customary purchase and sale closing costs shall be paid by Seller or Purchaser in accordance with the custom in the jurisdiction where the Property is located.
(d) Closing Statement. Purchaser and Seller shall cooperate to produce prior to the Closing Date a schedule of prorations to be made as of the Closing Date in accordance with the terms of this Agreement (the "Closing Statement"'). If any of the items described in this Section 6.4 cannot be apportioned at the Closing because of the unavailability of the amounts which are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable. The provisions of this Section 6.4(d) shall survive the Closing.

Section 6.5 Possession. Full possession of the Property free and clear of all tenants or other occupants shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions and existing tenancies.

## ARTICLE 7 <br> Real Estate Commission

Section 7.1 Commissions. The Purchaser and Seller represent and warrant that no broker's fees or commissions are due to any person in connection with this transaction. Each party shall indemnify and hold the other harmless from all claims by any person claiming any fee or commission as a result of the actions of the indemnifying party in relation to this transaction, whether such claim is made prior to or after the Closing. The provisions of this Section 7.1 shall survive the Closing or any termination of this Agreement prior to the Closing.

ARTICLE 8

## Termination and Default

Section 8.1 Termination without Default. If the sale of the Property is not consummated because of the failure of any condition precedent to Purchaser's obligations expressly set forth in this Agreement or for any other reason except a default by Purchaser in its obligation to purchase the Property in accordance with the provisions of this Agreement (which shall be governed by Section 8.2) or any default by Seller of its obligations under this Agreement (which shall be governed by Section 8.3) this Agreement shall terminate and neither Party shall have any further obligations hereunder except those obligations which, pursuant to the terms of this Agreement, expressly survive the termination of this Agreement. In the event of any such termination of this Agreement, (a) Purchaser shall assign to Seller all rights of Purchaser with respect to any Approvals obtained by Purchaser prior to such termination, which obligation shall survive termination of this Agreement, and (b) Seller shall return all Deposits to Purchaser provided that Seller shall have the right to retain the Pre-Planning Deposits and the Additional Deposits.

Section 8.2 Purchaser's Default. If the sale contemplated hereby is not consummated because of a default by Purchaser in its obligation to purchase in accordance with the terms of this Agreement, then: (a) Seller may retain the Deposits as liquidated damages as its sole and exclusive remedy at law or in equity, and (b) Seller and Purchaser shall have no further obligations to each other except those obligations which, pursuant to the terms of this Agreement, expressly survive the termination of this Agreement. In the event of any such termination of this Agreement, Purchaser shall assign to Seller all rights of Purchaser with respect to any Approvals obtained by Purchaser prior to such termination, which obligation shall survive termination of this Agreement.

Section 8.3 Seller's Default. If Seller defaults in its obligation to sell the Property to Purchaser in accordance with the terms of this Agreement (and, if such default is not a willful default by Seller, if Seller, notwithstanding Seller's reasonable efforts, is unable to cure such default within thirty (30) days from written notice thereof from Purchaser to Seller), then Purchaser may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the Seller shall return the Deposits and thereafter the parties shall have no further obligation to each other except those obligations which, pursuant to the terms of this Agreement, expressly survive the termination of this Agreement; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement without any reduction in the Purchase Price; or (c) in the event of a willful default by Seller, specifically enforce this Agreement.

Section 8.4 Breach of Representations. The representations and warranties of Seller and Purchaser set forth in this Agreement or in any document or certificate delivered by Seller or Purchaser in connection herewith shall survive the Closing for a period of six (6) months (the "Survival Period"), and no action or proceeding thereon shall be valid or enforceable, at law or in equity, unless within such time written notice thereof is given to the other party.

## Section 8.5 Mutual Indemnifications.

(a) Subject to the limitations set forth in Section 8.4, from and after the Closing, Seller shall indemnify Purchaser and defend and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable
attorneys' fees, resulting from any misrepresentation or breach of warranty by Seller in this Agreement or in any document, certificate, or exhibit given or delivered by Seller pursuant to or in connection with this Agreement; provided, however, that in no event shall Seller have any liability to Purchaser under this paragraph for any misrepresentation or breach of warranty of which Purchaser has knowledge as of the Closing Date.
(b) Subject to the limitation set forth in Section 8.4, from and after the Closing, Purchaser shall indemnify Seller and defend and hold Seller harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty made by Purchaser in this Agreement or in any document, certificate, or exhibit given or delivered by Purchaser pursuant to or in connection with this Agreement; provided, however, that in no event shall Purchaser have any liability to Seller under this paragraph for any misrepresentation or breach of warranty of which Seller has knowledge as of the Closing Date.
(c) In the event either party hereto receives notice of a claim or demand which results or may result in indemnification pursuant to this Section 8.5, such party shall promptly give notice thereof to the other party to this Agreement. The party receiving such notice shall promptly take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing. In the event the party receiving such notice fails to properly and effectively defend such claim, and in the event such party is liable therefor, then the party so giving such notice may defend such claim at the expense of the party receiving such notice.

All of the provisions of this Section 8.5 shall survive the Closing (subject to the limitations set forth in Section 8.4).

## ARTICLE 9 <br> Miscellaneous

Section 9.1 Entire Agreement: Successors and Assigns: Miscellaneous Provisions. This Option to Purchase constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the provisions of Section 10.3). This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts, and all counterparts shall collectively constitute a single agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by both Seller and Purchaser. In the event the time for performance of any obligation hereunder expires on a day that is not a business day, the time for performance shall be extended to the next business day. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein", "hereinafter", "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word
"including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation." This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

Section 9.2 Waiver; Governing Law. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the Commonwealth of Massachusetts without regard to the principles of conflict of laws.

Section 9.3 Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be: (i) sent by United States Postal Service, certified mail, return receipt requested, (ii) sent by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by electronic mail (with a copy thereof sent in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

Seller:<br>Britton Family LLC<br>Attention: Peter Britton<br>c/o The 1911 Trust Company<br>400 Essex Street<br>P.O. Box 5600<br>Beverly Farms, MA 01915<br>E-Mail: brickendsfarm@gmail.com<br>E-Mail: mbouchard@1911trust.com<br>With a copy to:<br>Purchaser:<br>Rackemann, Sawyer \& Brewster<br>160 Federal Street<br>Boston, Massachusetts 02110<br>Attention: Daniel J. Ossoff, Esquire<br>E-Mail: dossoff@rackemann.com<br>Harborlight Community Partners, Inc. 283 Elliott Street<br>Beverly, Massachusetts 01915<br>Attention: Andrew DeFranza, Executive Director<br>E-Mail: adefranza@harborlightcp.org

With a copy to:
KJP Partners LLP
175 Federal Street, Suite 1440
Boston, Massachusetts 02110
Attention: Kurt A. James, Esquire
E-Mail: kjames@kjppartners.com
Any address or name specified above may be changed by notice given by the addressee to the other parties in accordance with this Section 9.3. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Section 9.4 Confidentiality. Each of the parties hereto agrees to maintain the confidentiality of the transaction as described herein, except that information regarding this Agreement and its terms may be disclosed (a) to its directors, officers, partners, employees and agents, including accountants, legal counsel, auditors and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of the transaction and instructed to keep such information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, including the Massachusetts Public Records Law and related laws, ordinances or regulations, (d) in connection with the exercise of any remedies hereunder or under any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder or thereunder, (e) with the consent of the other party hereto, or (f) to the extent such information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to any lender or equity investor on a non-confidential basis from a source other than the parties hereto. Any person required to maintain the confidentiality of information as provided in this Section shall be considered to have complied with its obligation to do so if such person has exercised the same degree of care to maintain the confidentiality of such information as such person would accord to its own confidential information. The provisions of this Section 9.4 shall survive the Closing or any termination of this Agreement prior to the Closing.

Section 9.5 Attorneys' Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses, including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

Section 9.6 IRS Real Estate Sales Reporting. Purchaser and Seller hereby agree that the Title Company shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including IRS Form 1099-S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

Section 9.7 Further Instruments. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or
give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

Section 9.8 Severability. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Section 9.9 No Implied Agreement. Neither Seller nor Purchaser shall have any obligations in connection with the transaction contemplated by this Agreement unless both Seller and Purchaser, each acting in its sole discretion, elects to execute and deliver this Agreement to the other party. No correspondence, course of dealing or submission of drafts or final versions of this Agreement between Seller and Purchaser shall be deemed to create any binding obligations in connection with the transaction contemplated hereby, and no contract or obligation on the part of Seller or Purchaser shall arise unless and until this Agreement is fully executed by both Seller and Purchaser.

Section 9.10 Electronically Transmitted Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted electronically (including by pdf and electronic mail) or by facsimile transmission shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an executed original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own signature transmitted electronically (including by pdf and electronic mail) or by facsimile transmission and shall accept the signature of the other party to this Agreement transmitted electronically (including by pdf and electronic mail) or by facsimile transmission.

## ARTICLE 10 Other Agreements of the Parties

Section 10.1 Support of the Approvals. Seller acknowledges and agrees that: (a) the Project which Purchaser intends to develop is a major undertaking; (b) as such, the development of the Project will constitute a significant change in the use of the Property from its existing use; (c) many of the details of how the Project will be planned and built are not known and cannot be known at this time and are in any event subject to change over time based on planning, regulatory and market considerations; and (d) Purchaser would not have been willing to enter into this Agreement and to pay the Purchase Price but for the commitment of Seller to support the Project. Seller therefore agrees, with full acknowledgement of the foregoing, to fully support, at no cost to Seller, the Project and Purchaser's efforts to obtain the Approvals and satisfy the Financing Contingencies for the

Project. Notwithstanding the foregoing, Purchaser acknowledges and agrees that: (a) as owner of abutting land and in light of Seller's efforts to date with respect to the Project, Seller has a unique interest in having the Project designed, permitted and constructed in accordance with the Conceptual Plans; (b) the Project for which Purchaser shall seek Approvals and in connection with which Purchaser shall seek to satisfy its Financing Contingencies shall be consistent in all material respects with the Conceptual Plans, except to the extent otherwise approved in advance by Seller; and (c) in furtherance of the foregoing, Purchaser agrees to retain Meridian Associates for engineering services, Siemasko + Verbridge for architectural services, and Windover Construction for design build services provided that those firms meet Purchaser's customary pricing and other requirements.

Section 10.2 Consideration. Seller acknowledges that Purchaser will be investing significant time and resources and incurring significant costs in conducting its due diligence and obtaining the Approvals and the financing for the Project and that this constitutes material consideration for Purchaser's rights and Seller's obligations hereunder.

Section 10.3 No Assignment or Recording. As set forth above, this Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, if Purchaser assigns this Agreement, or if Purchaser records a copy of this Agreement, Seller, at Seller's option, may declare Seller's obligations hereunder to be null and void and may deem Purchaser to be in default of its obligations hereunder. Notwithstanding the foregoing, Purchaser may (without the consent of Seller) assign this Agreement to a Permitted Assignee (as hereinafter defined), provided that Purchaser provides Seller with the name, type of entity and state of its formation, signature block, and address of the proposed Permitted Assignee not later than ten (10) business days prior to the Closing Date. Any Permitted Assignee shall be deemed to have assumed all of the obligations of Purchaser under this Agreement and no such assignment shall have the effect of delaying the Closing in any respect. Notwithstanding such assignment, the party originally named as Purchaser herein shall continue to remain liable (jointly and severally with the Permitted Assignee) for all obligations of Purchaser under this Agreement until the Closing is completed and the Permitted Assignee takes title to the Property, at which point the Permitted Assignee shall continue to remain liable for all obligations of Purchaser under this Agreement which survive the Closing. As used herein, a "Permitted Assignee" shall mean an entity created by Purchaser to take title to the Property controlled by Purchaser and consisting of Purchaser and its partners and/or its investors. Any assignment of this Agreement in contravention of this Section 10.3 shall be considered null, void and of no effect. Notwithstanding the foregoing, the Purchaser may elect to take title in the name of a limited liability company or partnership to the extent required by the parties providing debt and equity financing for the Project, provided that Harborlight Community Partners, Inc. or its principals continue to have control of the day-to-day development activities for the Project.

> [Signatures on Next Page]

Executed as a sealed instrument as of the Effective Date.

## SELLER:

## BRITTON FAMILY LLC

By: Peten Pr Grittorn
Peter P. Britton
Manager
By: $\quad$ Beatrice 1 Britton
By: $\frac{\text { Eath } 1 \text { CE }}{\text { Beatrice T. Britton }}$
By:

Manager

## HARBORLIGHT GOMMUNITY PARTNERS, INC.

By:


Exhibit A
(Plan Showing Property)
[SEE ATTACHED]


## Exhibit B

(Conceptual Plans)
[SEE ATTACHED]



NFET COURTVAFO F EVRTIO:


FRON ELEVATON

$=\angle S T$ COUFTYAFD $=: A^{-10}$
$\qquad$


EAST BLILDING ELEVATION


REAR BUILDING ELEVATION


WEST SULDING ELEVATION



## Exhibit C

## (Representation Update Certificate)

## SELLER'S REPRESENTATION UPDATE CERTIFICATE

This Certificate is given pursuant to Section 6.2(f) of that certain Amended and Restated Option to Purchase dated $\qquad$ , 2021 (the "Agreement") by and between Britton Family LLC ("Seller") and Harborlight Community Partners, Inc. ("Purchaser") for the purchase and sale of certain land located on Asbury Street in South Hamilton, Massachusetts as more particularly described in the Agreement.

Subject to and with the benefit of all of the terms and conditions of the Agreement, Seller hereby certifies to Purchaser that the representations of Seller set forth in Section 5.3 of the Agreement remain true, complete and accurate in all material respects as of the date hereof, except as follows: $\qquad$ -.

Executed as a sealed instrument as of the $\qquad$ day of $\qquad$ 20 $\qquad$ -.

## SELLER:

BRITTON FAMILY LLC

By:
[EXHIBIT - DO NOT SIGN]
Peter P. Britton
Manager

By: $\quad$ [EXHIBIT - DO NOT SIGN]
Beatrice T. Britton
Manager

## Exhibit D

(Reserved Agricultural Easement Plan)
[SEE ATTACHED]


## Exhibit E

(Reserved Agricultural Easement)
[SEE ATTACHED]

## Above for Registry Use Only

## AGRICULTURAL EASEMENT

This Agricultural Easement (this "Easement") is entered as of $\qquad$ , 202_ by and between [_] LLC, a Massachusetts limited liability company, having an address c/o Harborlight Community Partners, Inc., 283 Elliott Street, Beverly, Massachusetts 01915 ("Grantor") and BRITTON FAMILY LLC, a Massachusetts limited liability company, having an address c/o The 1911 Trust Company, 400 Essex Street, Beverly Farms, MA 01915
("Grantee").

## RECITALS:

WHEREAS, Grantor owns the property located on Asbury Street in South Hamilton, Massachusetts conveyed by Grantee to Grantor by Deed of even date and recorded herewith (the "Grantor Property"); and

WHEREAS, Grantor intends to develop and to operate a multifamily affordable rental property containing approximately 40-50 units on the Grantor Property (the "Project"); and

WHEREAS, Grantee owns property adjacent to the Grantor Property (the "Grantee Property"); and

WHEREAS, Grantee desires to use a portion of the Grantor Property marked "[Agricultural Easement Area]" on the plan attached hereto as Exhibit A (the "Easement Area") for Agricultural Purposes (as defined below); and

WHEREAS, Grantor wishes to grant an easement to Grantee for such purposes subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee the non-exclusive right and easement to use the Easement Area, appurtenant to the Grantee Property, for the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery, or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of
selling such products in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, §2, as amended ("Agricultural Purposes"), which rights shall be exercisable following Grantor's receipt of a Certificate of Occupancy for the Project, provided that any such uses shall be subject to the Grantor's approval, which may be withheld in Grantor's reasonable discretion if such use would materially interfere with the Grantor Reserved Rights (defined below) and/or Grantor's use of the Grantor Property or adversely affect the design or function of any underlying septic system, drainage or utilities.
2. Compliance with Laws. Grantee shall comply with all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements in connection with its use of the Easement Area. Grantee shall not interfere unreasonably with Grantor's exercise of the Grantor Reserved Rights or Grantor's use of the Grantor Property. In the event of any damage to, or destruction of, any property of Grantor by Grantee or its agents, employees, contractors, licensees or invitees (collectively, with the Grantee, the "Grantee Parties"), Grantee shall be responsible for repairing, replacing, and/or restoring such damage or destruction, as the case may be, to the condition prior to such damage or destruction, at its sole cost and expense. No aboveground structures shall be located on the Easement Area by Grantee other than any above-ground structures that have been approved by Grantor in its sole discretion.
3. Grantor Use. Grantor reserves the right to use the Easement Area for a septic system and stormwater management system and, with the approval of Grantee (not to be unreasonably withheld and, if no refusal is provided within 90 days of request, then such approval shall be deemed granted), to use a portion of the Easement Area substantially in the location shown on Exhibit A as a victory garden (the "Grantor Reserved Rights"). Grantor and its agents, employees, contractors, licensees or invitees (collectively, with the Grantor, the "Grantor Parties"), shall have the right to enter upon and use the Easement Area at any time for any and all other purposes, provided, however, that Grantor Parties do not interfere unreasonably with Grantee's use of the Easement Area. In the event of the damage to or destruction of any property of Grantee in the Easement Area by Grantor Parties, Grantor shall be responsible for repairing, replacing, and/or restoring such damage or destruction, as the case may be, to the condition prior to such damage or destruction, at its sole cost and expense.
4. Indemnification. Grantee shall indemnify, defend and hold harmless the Grantor Parties from and against any and all claims, demands, suits, actions, costs, and judgments whatsoever (including without limitation any attorneys' fees and court costs), which may be imposed upon, incurred by, or asserted against any of the Grantor Parties by any person for any injury or death to persons or loss or damage to any property caused by the negligence of any of the Grantee Parties or the failure of Grantee Parties to comply with the terms of this Easement.
5. Hazardous Materials. Grantee agrees that: (a) it shall not, nor permit any of the other Grantee Parties to, release or dispose of any hazardous materials, hazardous substances, oil or other toxic materials on the Grantor Property, or bring onto, store, or use such substances and materials on the Grantor Property or the Easement Area except fuel and other petroleum products used in farm vehicles and related equipment used for agricultural purposes, and (b) it shall indemnify, defend and hold harmless Grantor from any and all claims, causes of action, administrative actions, administrative penalties, damages, fines, judgments, penalties, costs,
liabilities or losses (including without limitation, any and all costs associated with the removal and clean-up of hazardous substances, attorneys' fees, consultant and expert fees) caused by or resulting from the use, storage, generation or disposal of hazardous substances by any of the Grantee Parties on or about the Easement Area in violation of the provisions of this paragraph.
6. Condition of Property. Grantor makes no warranty or representation that the Easement Area is suitable for Grantee's use, and Grantee accepts the Easement Area in its current "AS IS" condition, with all risks. Grantee agrees that Grantor Parties shall not be liable to any of the Grantee Parties for injury or death to persons or loss or damage to property of any nature whatsoever, on or about the Easement Area, except if such injury, death, loss or damages is caused directly by the negligence or willful misconduct of the Grantor Parties. Grantor shall not be responsible for the maintenance, repair, or security of the Grantor Property, including the Easement Area. Grantee shall use the Easement Area at its sole risk.
7. Covenant Against Liens. Grantee shall promptly pay and discharge, or cause to be paid and discharged, on or before the due date any claim against or obligation of Grantee (including ad valorem taxes) which if not paid or discharged would result in a lien on the Grantor Property. If any such claim or obligation is not promptly paid or discharged, Grantor shall have the right to pay and discharge such obligation, in which event Grantor shall then be subrogated to the rights of the person or entity for whom such payment was made and shall be vested with all the rights and remedies of such person or entity. Grantee shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of Grantee, which if not paid or discharged would result in a lien on the Grantor Property. Specifically, and without limiting the foregoing, if Grantee shall cause labor or materials to be furnished to the Easement Area and a lien arises out of such work or material furnished, then Grantee shall immediately cause such lien to be satisfied or bonded over and shall indemnify, defend, and hold harmless Grantor.
8. Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be: (i) sent by United States Postal Service, certified mail, return receipt requested, (ii) sent by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by electronic mail (with a copy thereof sent in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

## Grantor:

# [ ] LLC <br> c/o Harborlight Community Partners, Inc. <br> 283 Elliott Street <br> Beverly, Massachusetts 01915 <br> Attention: Andrew DeFranza, Executive Director <br> E-Mail: adefranza@harborlightcp.org 

With a copy to:

## KJP Partners LLP

175 Federal Street, Suite 1440
Boston, Massachusetts 02110
Attention: Kurt A. James, Esquire
E-Mail: kjames@kjppartners.com

Grantee:

With a copy to:

Britton Family LLC
Attention: Peter Britton
c/o The 1911 Trust Company
400 Essex Street
P.O. Box 5600

Beverly Farms, MA 01915
E-Mail: brickendsfarm@gmail.com
E-Mail: mbouchard@1911trust.com
Rackemann, Sawyer \& Brewster, P.C. 160 Federal Street
Boston, Massachusetts 02110
Attention: Daniel J. Ossoff, Esquire
E-Mail: dossoff@rackemann.com
9. Binding Effect. This Easement shall bind and inure to the benefit of Grantor, Grantee and their respective successors and assigns.
10. Severability. If any term of this Easement or the application thereof to either party shall be held to be invalid or unenforceable, then the remaining terms of this Easement shall not be affected thereby, and shall be enforceable to the fullest extent permitted by law.
[signature page follows]

Executed as a sealed instrument as of the date first set forth above.

## GRANTOR:

[ ] LLC<br>By: Harborlight Community Partners, Inc., Its Managing Member

By: [EXHIBIT-DO NOT SIGN]
Andrew DeFranza
Authorized Signatory

## COMMONWEALTH OF MASSACHUSETTS

$\qquad$ , ss.
On this $\qquad$ day of $\qquad$ , 202_, before me, the undersigned notary public, personally appeared Andrew DeFranza, Authorized Signatory for Harborlight Community Partners, Inc., Managing Member of $\qquad$ LLC, as aforesaid, proved to me through satisfactory evidence of identification, which was $\qquad$ , to be the person whose name is signed on the preceding document and acknowledged to me that he voluntarily signed such document for its stated purpose on behalf of, and as the free act and deed of, Harborlight Community Partners, Inc., and $\qquad$ LLC.
[EXHIBIT-DO NOT SIGN]
Notary Public -
My Commission Expires:

## GRANTEE:

## BRITTON FAMILY LLC

## By: <br> [EXHIBIT-DO NOT SIGN]

Peter P. Britton
Manager and Authorized Signatory

By: [EXHIBIT-DO NOT SIGN]
Beatrice T. Britton
Manager and Authorized Signatory

By:
[EXHIBIT-DO NOT SIGN]
Caleb Loring III
Manager and Authorized Signatory

## COMMONWEALTH OF MASSACHUSETTS

$\qquad$ , SS.
On this $\qquad$ day of $\qquad$ , 202_, before me, the undersigned notary public, personally appeared Peter P. Britton, Beatrice T. Britton and Caleb Loring III, Managers and Authorized Signatories of Britton Family LLC, as aforesaid, proved to me through satisfactory evidence of identification, which was $\qquad$ , to be the persons whose names are signed on the preceding document and acknowledged to me that they voluntarily signed such document for its stated purpose on behalf of, and as the free act and deed of, Britton Family LLC.
[EXHIBIT-DO NOT SIGN]
Notary Public -
My Commission Expires:

## EXHIBIT A

(Attach Easement Plan)
[TO BE ATTACHED WHEN DOCUMENT EXECUTED AT CLOSING]

## Exhibit F

(Nitrogen Loading Restriction Plan)
[SEE ATTACHED]


## Exhibit G

(Nitrogen Loading Restriction)
[SEE ATTACHED]

## ATTACHMENT 2

Upon recording, mail to:
Bureau of Resource Protection, Wastewater Management Department of Environmental Protection Northeast Regional Office
205B Lowell Street, Wilmington, MA 01887

## GRANT OF TITLE 5 NITROGEN LOADING RESTRICTION AND EASEMENT ON NITROGEN CREDIT LAND <br> (where Grantee seeks nitrogen credit land from third party Grantor) <br> 310 CMR 15.216

This GRANT OF TITLE 5 Nitrogen Loading Restriction AND EASEMENT on Nitrogen Credit Land made as of this $\qquad$ day of $\qquad$ , 20 $\qquad$ by $\qquad$ , of Hamilton, Essex County, Massachusetts ("Grantor").

## WITNESSETH

WHEREAS, Grantor being the owner(s) in fee simple of that certain parcel of vacant land located in Hamilton, Essex County, Massachusetts, with the buildings and improvements thereon, if any, pursuant to a deed from
$\qquad$ , and recorded with Essex County Registry of Deeds in Book $\qquad$ , Page __, said parcel of land being more particularly bounded and described in Exhibit A, attached hereto and made a part hereof, and being shown on a plan entitled, "Proposed Facility Aggregation Plan in Hamilton, MA", dated , prepared by Hancock Associates, recorded with Essex County Registry of Deeds as Plan No. $\qquad$ , in
Plan Book $\qquad$ (the "Property"); and

WHEREAS, $\qquad$ , of Hamilton, Essex County, Massachusetts, ("Grantee of the Benefited Property") being the owner(s) in fee simple of that [those] certain parcel of vacant land located in Hamilton, Essex County, Massachusetts, , pursuant to a deed from Grantor to Grantee of the Benefited Property, dated $\qquad$ , and recorded with Essex County Registry of Deeds in Book $\qquad$ , Page $\qquad$ : : said parcel of land being more particularly bounded and described in Exhibit B, attached hereto and made a part hereof, and being shown on a plan entitled, " $\qquad$ ", dated $\qquad$ , , prepared by Hancock Associates, recorded with Essex County Registry of deeds as Plan No. ___, in Plan Book ___ and/or registered as Land Court Plan No. $\qquad$ , on file with the Land Registration Office of Essex County Registry District ("Benefited Property"); and

WHEREAS, the Benefited Property has the benefit of a Nitrogen Loading Restriction and Easement, being more particularly bounded and described in, a Grant of Title 5 Nitrogen Loading Restriction and Easement on Facility Land, recorded with the Essex County Registry of Deeds at Book $\qquad$ , Page $\qquad$ ("Facility Land Restriction and Easement"); and

WHEREAS, the Nitrogen Loading Facility Aggregation Plan has been approved by the Hamilton Board of Health in accordance with the Department's "Guidelines for Title 5 Aggregation of Plans and Nitrogen Loading;" said approval being based upon the agreement by Grantor to incur certain obligations regarding the number of bedrooms, as defined in 310 CMR 15.002 , and/or the wastewater discharge design flow in any improvements located on the Property and maintenance of the Facility Land Restriction and Easement to ensure protection of the nitrogen loading limitation of $440 \mathrm{gpd} /$ acre discharge standard pursuant to 310 CMR 15.214 in nitrogen-sensitive areas or in areas serving new construction where the residential use of both on-site systems and drinking water supply wells are proposed; and to grant to the Grantee of the Benefited Property and to the municipality acting by and through the Hamilton Board of Health a perpetual easement to ensure maintenance of the Property as nitrogen credit land including, but not limited to, removal of any prohibited uses and in connection herewith a perpetual easement to pass and repass over the Property for purposes of inspection to ensure compliance with and fulfillment of the terms of this Nitrogen Credit Land Restriction/Easement as hereafter set forth;

NOW, THEREFORE, pursuant to the provisions of 310 CMR 15.216, Grantor does hereby GRANT to the Grantee of the Benefited Property and to the Town of Hamilton, a Massachusetts municipal corporation situated in Essex County, having an address at 577 Bay Road, Massachusetts, acting by and through its Board of Health ("Local Approving Authority") for nominal, non-monetary consideration, with QUITCLAIM COVENANTS, a TITLE 5 NITROGEN LOADING RESTRICTION AND EASEMENT on NITROGEN CREDIT LAND ("Nitrogen Credit Land Restriction/Easement") consisting of approximately 19 acres in, on, upon, through, over and under the Property, the terms and conditions of which are as follows:

## PURPOSE:

The purpose of this restriction and easement is to protect and preserve the quality and quantity of ground water resources in the area of the public and private wells in the Town of Hamilton, Massachusetts in order to ensure a safe and healthy public and private water supply for the present and future inhabitants of the area It shall also be for the specific purpose of limiting the introduction of nitrogen and other pollutants into, and maintaining the natural uptake of pollutants and the recharge of the ground water which takes place on the Property for the said water supply and for the specific benefit of the above referenced Benefited Property.

## OBLIGATIONS AND EASEMENT:

1. Prohibitions. Grantor agrees to maintain the Property as nitrogen credit land by prohibiting activities which have a detrimental effect on nitrogen loading on the Property, including but not limited to wastewater discharges, the use of nitrogen fertilizer, the introduction of artificial impervious surfaces, the raising, breeding or keeping of animals, livestock or poultry for commercial purposes, and the creation or introduction of land under water. A change in the condition of the Property which results in the Property or a portion thereof being within a Velocity Zone or a Regulatory Floodway will render the Property or said portion thereof ineligible for nitrogen credit pursuant to 310 CMR 15.216.
2. Easements. In creating this Nitrogen Credit Land Restriction and Easement, Grantor hereby grants to the Grantee of the Benefited Property and to the Local Approving Authority, its agents, contractors, subcontractors and employees a perpetual EASEMENT to enter upon and the right to bring equipment onto the Property to do any and all acts deemed necessary to maintain the Property as nitrogen credit land, together with a right to pass and repass by foot and by vehicle over Property for said purposes, and for purposes of inspecting the Property to ensure compliance with and fulfillment of the terms of this Nitrogen Credit Land Restriction/Easement.
3. Severability. If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.
4. Enforcement. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:
(i) upon determination by a court of competent jurisdiction, in the issuance of criminal and civil penalties, and/or equitable remedies, including, but not limited to, injunctive relief, such injunctive relief could include the issuance of an order to modify or remove any improvements constructed upon the Property in violation of the terms of this Nitrogen Credit Land Restriction/Easement; and
(ii) in the assessment of penalties and enforcement action by the Local Approving Authority and DEP to enforce the terms of this Nitrogen Credit Land Restriction/Easement, pursuant to Title 5; M.G.L. c.111, §§ 17, 31, 122, 124, 125, 125A, 127A through 127O, and 129; and M.G.L. c.83, §11.
5. Provisions to Run with the Land. This Nitrogen Credit Land Restriction/Easement sets forth the rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof, shall be left unimproved or according to which said Property may be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Property and the Benefited Property, as applicable thereto, and any portion thereof and shall inure to the benefit of and be binding upon Grantor, Grantee of the Benefited Property, and all parties claiming by, through or under the Local Approving Authority or Grantor. The rights
hereby granted to the Grantee of the Benefited Property, the Local Approving Authority, and their respective successors and assigns, constitute their perpetual right to enforce this Nitrogen Credit Land Restriction/Easement. Grantor hereby covenants for himselfherself/itself and his/her/its executors, administrators, heirs, successors and assigns, to stand seized and hold title to the Property, as applicable thereto, and any portion thereof, subject to this Nitrogen Credit Land Restriction/Easement, provided, however, that a violation of this Nitrogen Credit Land Restriction/Easement shall not result in a forfeiture or reversion of Grantor's title to the Property, as applicable thereto.
6. Concurrence Presumed. It being agreed that Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth and to agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the Nitrogen Credit Land Restriction/Easement herein established shall be adhered to and not violated and that their respective interests in the Property and the Nitrogen Credit Land Restriction and Easement, as applicable thereto, shall be subject to the provisions herein set forth.
7. Incorporation into Deeds, Mortgages, leases and Instruments of Transfer. Grantor hereby agrees to incorporate this Nitrogen Credit Land Restriction/Easement, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed.
8. Recordation. Grantor shall record and/or register this Nitrogen Credit Land Restriction/Easement with the appropriate Registry of Deeds and/or Land Registration Office within 30 days of the latter of: receipt from the Local Approving Authority of the approved Restriction/Easement or the expiration of the 60 -day DEP constructive approval period pursuant to 310 CMR 15.216. Grantor shall file with the Local Approving Authority and the DEP a certified Registry copy of this Nitrogen Credit Land Restriction/Easement as recorded and/or registered within 30 days of its date of recordation and/or registration.
9. Amendment and Release. This Nitrogen Credit Land Restriction/Easement may be amended or released only upon approval by the Local Approving Authority. Release of this Nitrogen Credit Land Restriction/Easement shall be granted by the Local Approving Authority in the event the Benefited Property is connected to a municipal sewer system and the septic system serving the Benefited Property is abandoned in accordance with 310 CMR 15.354 or the Benefited Property is no longer located within a nitrogen sensitive area pursuant to 310 CMR 15.215. Any such amendment or release shall be recorded and/or registered with the appropriate Registry of Deeds and/or Land Registration Office and a certified Registry copy of said amendment or release shall be filed with the Local Approving Authority and the DEP within 30 days of its date of recordation and/or registration.
10. Term. This Nitrogen Credit Land Restriction/Easement shall run in perpetuity and is intended to conform to M.G.L. c.184, §26, as amended.
11. Rights Reserved. This Nitrogen Credit Land Restriction/Easement is granted to the Grantee of the Benefited Property and the Local Approving Authority in connection with the approval of a Nitrogen Loading Facility Aggregation Plan pursuant to 310 CMR 15.216 and the Department's "Guidelines for Title 5 Aggregation of Flows and Nitrogen Loading." It is expressly agreed that acceptance of the Nitrogen Credit Land Restriction/Easement by the Local Approving Authority [or constructive approval of the Nitrogen Loading Facility Aggregation Plan by the Department of Environmental Protection] shall not operate to bar, diminish, or in any way affect any legal or equitable right of the Local Approving Authority or DEP to issue any future order with respect to the Property and the Benefited Property, as applicable thereto, or in any way affect any other claim, action, suit, cause of action, or demand which the Local Approving Authority or DEP may have with respect thereto. Nor shall acceptance of Nitrogen Credit Land Restriction/Easement serve to impose any obligations, liabilities, or any other duties upon the Local Approving Authority.
12. Effective Date. This Nitrogen Credit Land Restriction/Easement shall become effective upon its recordation and/or registration with the appropriate Registry of Deeds and/or Land Registration Office.

WITNESS the execution hereof under seal this $\qquad$ day of $\qquad$ , 20 $\qquad$ .

## COMMONWEALTH OF MASSACHUSETTS

$\qquad$
$\qquad$

Then personally appeared the above-named $\qquad$ and acknowledged the foregoing instrument to be $\qquad$ free act and deed before me.
[EXHIBIT - DO NOT SIGN]

Notary Public:
My commission expires:

The [insert Local Approving Authority] hereby approves and accepts this Grant of Title 5 Nitrogen Loading Restriction and Easement on Nitrogen Credit Land. [EXHIBIT - DO NOT SIGN]

Local Approving Authority

Date:


# The Commonwealth of Massachusetts William Francis Galvin 

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

## Annual Report

(General Laws, Chapter 180)
Identification Number: 042313571
Filing for November 1, 2022
In compliance with the requirements of Section 26A of Chapter one hundred and eighty (180) of the General Laws:

1. Exact name of the corporation: HARBORLIGHT COMMUNITY PARTNERS, INC.
2. Location of its principal office:

No. and Street: 283 ELLIOTT ST.
PO BOX 507
City or Town: $\quad$ BEVERLY $\quad$ State: MA $\underline{01915}$ Country: USA
3. DATE OF THE LAST ANNUAL MEETING: $\approx(\mathrm{mm} / \mathrm{dd} / \mathrm{yyyy})$
(if none leave blank)
4. State the names and street addresses of all officers, including all the directors of the corporation, and the date on which the term of office of each expires:

| Title | Individual Name <br> First, Middle, Last, Suffix | Address (no PO Box) <br> Address, City or Town, State, Zip Code | Expiration of Term |
| :---: | :---: | :---: | :---: |
| PRESIDENT | ROBERT GILLIS | 31 SAYWARD ST. <br> GLOUCESTER, MA 01915 USA | Until Successor is Appointed |
| TREASURER | PETER SIMONSEN | 24 DARTMOUTH ST. BEVERLY, MA 01915 USA | Until Successor is Appointed |
| VICE PRESIDENT | KURT JAMES | 160 FEDERAL ST. BOSTON, MA 02110 USA | Until Successor is Appointed |
| CLERK | JOHN THOMSON | 9 THOREAU CIRCLE BEVERLY, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | MARVIN HYPPOLITE | 7 LIBERTY SQ <br> LYNN, MA 01901 USA | Until Successor is Appointed |
| DIRECTOR | KEVIN FARRAR | 20 SUNNYVALE STREET | Until Successor is Annointed |


|  |  | BEVERLY, MA 01915 USA | Appointed |
| :---: | :---: | :---: | :---: |
| DIRECTOR | SUZANNE GRUHL | 11 LESLIE COVE <br> MARBLEHEAD, MA 01945 USA | Until Successor is Appointed |
| DIRECTOR | JOHN THOMSON | 9 THOREAU CIRCLE BEVERLY, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | PAM CONSTANTINE | 7 DEVON AVE. <br> BEVERLY, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | DEBRA MALLON | 401 ESSEX ST \#5 BEVERLY, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | ALAN TEMKIN | 1 ROBIN ROAD <br> BEVERLY, MA 01917 USA | Until Successor is Appointed |
| DIRECTOR | PETER SIMONSEN | 24 DARTMOUTH ST. BEVERLY, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | MICHAEL SCHAAF | 1 SHAGBARK WOODS IPSWICH, MA 01938 USA | Until Successor is Appointed |
| DIRECTOR | KATE DESMOND | 4 BROADWAY <br> ROCKPORT, MA 01966 USA | Until Successor is Appointed |
| DIRECTOR | KURT JAMES | 160 FEDERAL ST. BOSTON, MA 02110 USA | Until Successor is Appointed |
| DIRECTOR | CYNTHIA NINA-SOTO | 6 LAURENT ROAD <br> SALEM, MA 01970 USA | Until Successor is Appointed |
| DIRECTOR | DANE POESKE | 8 HOLLY LANE <br> BEVERLY, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | CHRISTINE MADORE | 20 FEDERAL ST UNIT 8 SALEM, MA 01970 USA | Until Successor is Appointed |
| DIRECTOR | TRACEY ARMSTRONG | 25 CRESTLINE CIRCLE <br> BEVERL.Y, MA 01915 USA | Until Successor is Appointed |
| DIRECTOR | STACY RANDELL | 8 HAVEN TERRACE GLOUCESTER, MA 01930 USA | Until Successor is Appointed |

5. Check if the corporation is a cemetery corporation that does NOT hold perpetual care funds in trust. If the corporation is a cemetery corporation that holds perpetual care funds in trust, a copy of the written instrument establishing the trust and any amendments thereto must be attached, and the annual report must be filed by facsimile, mail or in person.

I, the undersigned, JOHN THOMSON of the above-named business entity, in compliance with the General Laws, Chapter 180, hereby certify that the above information is true and correct as of the dates shown. IN WITNESS WHEREOF AND UNDER PENALTIES OF PERJURY, I hereto sign my name on this 4 Day of January, 2022.

Statement by the Applicant as to how the project will satisfy the need for Low or Moderate income housing in the Town

If approved, Asbury Commons will add 45 low- to moderate-income housing units to Hamilton's Subsidized Housing Inventory (SHI). Per the Massachusetts Department of Housing and Community Development's latest published SHI, dated December 21, 2020, 45 additional housing units would raise Hamilton's affordable housing unit percentage from 3.1\% to $4.7 \%$ (unadjusted for the 2020 Census' final number of total housing units in the town).

Table of Requested Waivers Vs. Existing Zoning Requirements

| Requested Waivers | Existing Zoning Requirements |
| :--- | :--- |
| Multi-Family Use | The parcel is located in zoning district R-1B, <br> single residence district. |
| Reduced Lot Area per Dwelling Unit (Sq. Ft.) | Currently requires 40,000 square feet per <br> dwelling unit. |
| All other requirements are met including <br> setback and height requirements. |  |

## REQUEST FOR LEGAL NOTICE

I understand that by singing this form, I am agreeing to the cost of the legal notice to be published in the newspaper.

Payment is required at the time of the legal notice being received by the city and before it is published in the newspaper.

Please make checks payable to THE SALEM NEWS and mail to:

## The Salem News

Attn: Legal Notice
300 Rosewood Drive
Suite 107
Danvers, MA 01923

978-675-2710
snlegals@northofboston.com
Prepaid cost required to run: $\$ 260$ per day
***Important: Average legal notice costs are estimated; customer will be refunded if the legal is less than the deposit amount.

Check \# $\qquad$ (attach check)

Credit Card - please call our legal notice clerk at 978-338-2512.
If payment is not received, the legal notice will be cancelled.


Signed Applicant/Authorized Agent
Print Name: _Benjamin B. Tymann, Esq. $\qquad$
Address: _ One Boston Place, Suite 2600
Boston, MA 02108
Phone: 617.933.9490
Date: $\quad$ March 7, 2022

## TOWN OF HAMILTON <br> Zoning Board of Appeals CERTIFICATE OF PARTIES IN INTEREST

Pursuant to Massachusetts General Laws, Chapter 40A, Section 11, the undersigned Assessor of the Town of Hamilton, hereby certifies that the names and addresses appearing on the list appended hereto are those of the:
(a) abutters $100^{\prime}$
(b) owners of land directly opposite on any public or private street or way
$X \quad$ (c) owners of land within 300' of the property line of the property at:

## Asbury St

## So. Hamilton

Dated March 9, 2022
Prepared by Assessor's Office of the Town of Hamilton.

Sieve Ozahowski
Steve Ozahowski
Chair, Board of Assessors

Hamilton, MA
March 09, 2022

## Subject Property:

| Abutters: |  |  |  |
| :---: | :---: | :---: | :---: |
| Parcel Number: | 28-0001 | Mailing Address: | EAP GARY O ROSELYN N 444 ASBURY ST |
| CAMA Number: | 28-000-0001 |  |  |
| Property Address: | 444 ASBURY ST |  | SOUTH HAMILTON, MA 01982 |
| Parcel Number: | 28-0002 | Mailing Address: | RUBIN LEONARD M JULIA D 462 ASBURY ST <br> SOUTH HAMILTON, MA 01982 |
| CAMA Number: | 28-000-0002 |  |  |
| Property Address: | 462 ASBURY ST |  |  |
| Parcel Number: | $28-0003$ | Mailing Address: | FRITHSEN JEFFREY D. FRITHSEN JODI M. <br> 470 ASBURY ST <br> SOUTH HAMILTON, MA 01982 |
| Property Address: | 470 ASBURY ST |  |  |
|  |  |  |  |
| Parcel Number: | 28-0004 | Mailing Address: | ZAGORSKI STEPHEN E HOLLANDRIA 474 ASBURY ST SOUTH HAMILTON, MA 01982 |
| CAMA Number: | 28-000-0004 |  |  |
| Property Address: | 474 ASBURY ST |  |  |
| Parcel Number: | 28-0005 | Mailing Address: | LARIVIERE JEFFREY TRAN BONG 480 ASBURY ST <br> SOUTH HAMILTON, MA 01982 |
| CAMA Number: | 28-000-0005 |  |  |
| Property Address: | 480 ASBURY ST |  |  |
| Parcel Number: | 28-0022 | Mailing Address: | GUPTA DEBARUN PETRAKIS <br> MARGARITA AMANDA <br> 450 ASBURY ST <br> 01982 |
| CAMA Number: | 28-000-0022 |  |  |
| Property Address: | 450 ASBURY ST |  |  |
|  |  |  |  |
| Parcel Number: | 28-0008 | Mailing Address: | BROWNSON MICHAEL S. LYONS KATHLEEN M. <br> 1 CANTER BROOK LANE UNIT 1 <br> S. HAMILTON, MA 01982 |
| CAMA Number: | 28-001-0008 |  |  |
| Property Address: | 1 CANTER BROOK |  |  |
|  |  |  |  |
| Parcel Number: | 28-0008 | Mailing Address: | BOUMIL ANDREW \& JAN L. <br> 2 CANTER BROOK LANE UNIT 2 <br> HAMILTON, MA 01982 |
| CAMA Number: Property Address: | 28-002-0008 |  |  |
|  | 2 CANTER BROOK LN |  |  |
| Parcel Number: | 28-0008 | Mailing Address: | MOORE HENRY VALERIE 3 CANTER BROOK LN 3 <br> SOUTH HAMILTON, MA 01982 |
| CAMA Number: | 28-003-0008 <br> 3 CANTER BROOK LN |  |  |
| Property Address: |  |  |  |
| Parcel Number: | 28-0008 | Mailing Address: | DEARBORN MARY $R$ BOSTON FIDUCIARY SERVICES LLC 4 CANTER BROOK LANE HAMILTON, MA 01982 |
| CAMA Number: | 28-004-0008 |  |  |
| Property Address: | 4 CANTER BROOK |  |  |
| Parcel Number: | 28-0008 | Mailing Address: | DIK ROGER W DIK JERENA A 5 CANTER BROOK LANE UNIT 5 HAMILTON, MA 01982 |
| CAMA Number: | 28-005-0008 |  |  |
| Property Address: | 5 CANTER BROOK |  |  |


|  | 0 foot Abutters <br> ilton, MA <br> ch 09, 2022 |
| :---: | :---: |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-006-0008 |
| Property Address: | 6 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-007-0008 |
| Property Address: | 7 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-008-0008 |
| Property Address: | 8 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-009-0008 |
| Property Address: | 9 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-010-0008 |
| Property Address: | 10 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-011-0008 |
| Property Address: | 11 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-012-0008 |
| Property Address: | 12 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-013-0008 |
| Property Address: | 13 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-014-0008 |
| Property Address: | 14 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-015-0008 |
| Property Address: | 15 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-016-0008 |
| Property Address: | 16 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-017-0008 |
| Property Address: | 17 CANTER BROOK |


| Mailing Address: | ROTHMAN ELLEN L. ZDENEK EDWARD J. <br> 6 CANTER BROOK LANE UNIT 6 <br> S. HAMILTON, MA 01982 |
| :---: | :---: |
| Mailing Address: | MARTENS TERESA M. 7 CANTER BROOK LANE HAMILTON, MA 01982 |
| Mailing Address: | SMILEY JANA D SMILEY PAUL M 8 CANTER BROOK LANE HAMILTON, MA 01982 |
| Mailing Address: | ROGERS GERALDINE TRUSTEE 9 CANTER BROOK LANE <br> S. HAMILTON, MA 01982 |
| Mailing Address: | PAPPAS CHRIS JOHN PAPPAS JANICE ELIZABETH <br> 10 CANTER BROOK LANE <br> HAMILTON, MA 01982 |
| Mailing Address: | CONNELL III FRANCIS J CONNELL ELLEN H <br> 11 CANTER BROOK LANE HAMILTON, MA 01982 |
| Mailing Address: | O`BRIEN JOAN \& PHILIP <br> 12 CANTER BROOK LANE UNIT 12 <br> S. HAMILTON, MA 01982 |
| Mailing Address: | HOLMES BRENDA 13 CANTER BROOK LANE UNIT 13 HAMILTON, MA 01982 |
| Mailing Address: | INGEMI STEPHEN INGEMI KATHLEEN M 14 CANTER BROOK LANE HAMILTON, MA 01982 |
| Mailing Address: | DESIMONE PAUL A. CLARK AMY 15 CANTER BROOK LANE HAMILTON, MA 01982 |
| Mailing Address: | LALIK WILLIAM EDWARD LALIK ROSARY VICTORIA 16 CANTER BROOK LANE Hamilton, MA 01982 |
| Mailing Address: | KNOPPING STEVEN R FORMAN MARJORIE R <br> 17 CANTER BROOK LANE <br> HAMILTON, MA 01982 |
|  | 0 foot Abutters <br> ilton, MA <br> h 09, 2022 |
| :---: | :---: |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-018-0008 |
| Property Address: | 18 CANTER BROOK |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-019-0008 |
| Property Address: | 19 CANTER BROOK LN |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-020-0008 |
| Property Address: | 20 CANTER BROOK LN |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-021-0008 |
| Property Address: | 21 CANTER BROOK LN |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-022-0008 |
| Property Address: | 22 CANTER BROOK LN |
| Parcel Number: | 28-0008 |
| CAMA Number: | 28-023-0008 |
| Property Address: | 23 CANTER BROOK LN |
| Parcel Number: | 37-0043 |
| CAMA Number: | 37-000-0043 |
| Property Address: | 438 ASBURY ST |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0001 |
| Property Address: | 0 ASBURY GROVE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0002 |
| Property Address: | 6 PLEASANT AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0003 |
| Property Address: | 8 MAPLE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0004 |
| Property Address: | 6 MAPLE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0005 |
| Property Address: | 2 MAPLE AV |
| Mailing Address: | RATAY ROBERT \& PATRICIA 18 CANTER BROOK LANE HAMILTON, MA 01982 |
| :---: | :---: |
| Mailing Address: | MCCAFFERTY FRANK DEBORAH 19 CANTER BROOK LN 19 SOUTH HAMILTON, MA 01982 |
| Mailing Address: | GEBHARD MARGARET E. TRUSTEE OF <br> THE 2014 MARGAET E. <br> 20 CANTER BROOK LN 20 <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ODOARDI JAMES A. \& ANN IRREV 21 CANTER BROOK LN SOUTH HAMILTON, MA 01982 |
| Mailing Address: | MCWANE JOHN W JANE K 22 CANTER BROOK LANE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | CHAFEY JAMES 23 CANTER BROOK LN Hamilton, MA 01982 |
| Mailing Address: | MARCORELLE PHILIP C 438 ASBURY STREET <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
|  | 0 foot Abutter <br> milton, MA <br> ch 09, 2022 |
| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0006 |
| Property Address: | 0 ASBURY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0007 |
| Property Address: | 31 ASBURY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0008 |
| Property Address: | 27 ASBURY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0009 |
| Property Address: | 432 ASBURY ST |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0010 |
| Property Address: | 26 THOMPSON AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0011 |
| Property Address: | 21 ASBURY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0012 |
| Property Address: | 19 ASBURY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0013 |
| Property Address: | 2 HAVEN AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0014 |
| Property Address: | 1 HAVEN AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0015 |
| Property Address: | 3 HAVEN AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0016 |
| Property Address: | 7 HAVEN AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0017 |
| Property Address: | 9 HAVEN AV |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| :---: | :---: |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP 15 LEE PARK <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP 15 LEE PARK <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |


Hamilton, MA
March 09, 2022

| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0018$ |
| Property Address: | 10 HAVEN AV |


| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0019$ |
| Property Address: | 14 PLEASANT AV |


| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0020$ |
| Property Address: | 18 PLEASANT AV |


| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0021$ |
| Property Address: | 24 HAMLIN AV |

Parcel Number: 37-0046
CAMA Number: 37-046-0022
Property Address: 22 HAMLIN AV

| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0023$ |
| Property Address: | 11 HAMLIN AV |


| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0024$ |
| Property Address: | 20 HAMLIN AV |

Parcel Number: 37-0046
CAMA Number: $\quad 37-046-0025$
Property Address: 11 ASBURY AV

| Parcel Number: | $37-0046$ |
| :--- | :--- |
| CAMA Number: | $37-046-0026$ |
| Property Address: | 41 THE CIRCLE |

Parcel Number: $\quad 37-0046$
CAMA Number: 37-046-0027
Property Address: 30 THOMPSON AV
Parcel Number: 37-0046
CAMA Number: $\quad 37-046-0028$
Property Address: 28 MUDGE AV
Parcel Number: $\quad 37-0046$
CAMA Number: 37-046-0029
Property Address: 5-7 SUNNYSIDE AV

Mailing Address: | ASBURY CAMP MEETING CORP |
| :--- |
| ASBURY GROVE |
| SOUTH HAMILTON, MA 01982 |

Mailing Address: $\begin{aligned} & \text { ASBURY CAMP MEETING CORP } \\ & \text { ASBURY GROVE } \\ & \text { SOUTH HAMILTON, MA } 01982\end{aligned}$

Mailing Address: | ASBURY CAMP MEETING CORP |
| :--- |
|  |
|  |
| ASBURY GROVE |
| SOUTH HAMILTON, MA 01982 |

Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982

Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982

Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982

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SOUTH HAMILTON, MA 01982
Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982

Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE
SOUTH HAMILTON, MA 01982

|  | 0 foot Abutters <br> ilton, MA <br> ch 09, 2022 |
| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0030 |
| Property Address: | 0 SUNNYSIDE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0031 |
| Property Address: | 0 CIR |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0032 |
| Property Address: | 0 CIR |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0033 |
| Property Address: | 34 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0034 |
| Property Address: | 0 CIR |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0035 |
| Property Address: | 10 CIR |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0037 |
| Property Address: | 51 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0038 |
| Property Address: | 45 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0039 |
| Property Address: | 43 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0040 |
| Property Address: | 37 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0041 |
| Property Address: | 2 MERRILL AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0042 |
| Property Address: | 12 MERRILL AV |

$\left.\begin{array}{ll}\text { Mailing Address: } & \text { ASBURY CAMP MEETING CORP } \\ & \text { ASBURY GROVE } \\ & \text { SOUTH HAMILTON, MA } 01982 \\ \text { Mailing Address: } & \\ & \text { ASBURY CAMP MEETING CORP } \\ & \text { ASBURY GROVE }\end{array}\right\}$ regard to the report $\square s$ accuracy or completeness and assumes no liability associated with use of the data.

|  | 0 foot Abutters <br> milton, MA <br> ch 09, 2022 |
| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0043 |
| Property Address: | 5 MERRILL AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0044 |
| Property Address: | 29 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0045 |
| Property Address: | 26 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0047 |
| Property Address: | 19 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0048 |
| Property Address: | 15 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0049 |
| Property Address: | 12 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0050 |
| Property Address: | 9 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0051 |
| Property Address: | 8 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0052 |
| Property Address: | 5 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0053 |
| Property Address: | 4 CENTRAL PLACE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0054 |
| Property Address: | 2 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0055 |
| Property Address: | 6 LEE PK |


| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | $\begin{aligned} & \text { ASBURY CAMP MEETING CORP } \\ & \text { ASBURY GROVE } \\ & \text { SOUTH HAMILTON, MA } 01982 \end{aligned}$ |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |


| 300 foot Abut <br> Hamilton, MA <br> March 09, 2022 |  |
| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0056 |
| Property Address: | 10 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0057 |
| Property Address: | 14 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0058 |
| Property Address: | 5 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0059 |
| Property Address: | 11 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0060 |
| Property Address: | 13 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0061 |
| Property Address: | 16 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0062 |
| Property Address: | 17 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0063 |
| Property Address: | 24 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0064 |
| Property Address: | 26 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0065 |
| Property Address: | 2 MT ZION AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0066 |
| Property Address: | 1-3 MT ZION |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-046-0067 |
| Property Address: | 7 MT ZION AV |


| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP <br> ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |

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3/9/2022


| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP <br> ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP <br> ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |


| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-046-0080 \\ & 8 \text { BAKER PL } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| :---: | :---: | :---: | :---: |
| Parcel Number: CAMA Number: Property Address: | 37-0046 <br> 37-046-0081 <br> 3 WESLEY PK | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-046-0082 \\ & 5 \text { WESLEY PK } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-046-0083 \\ & 9 \text { WESLEY PK } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-046-0084 \\ & 11 \text { WESLEY PK } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | 37-0046 <br> 37-046-0085 <br> 18 WESLEY PK | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-046-0086 \\ & 19 \text { KINGSLEY AV } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-046-0087 \\ & 0 \text { CIR } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | 37-0046 <br> 37-46A-0001 <br> 14 THOMPSON AV | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | 37-0046 <br> 37-46A-0002 <br> 17 THOMPSON AV | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-46 \mathrm{~A}-0003 \\ & 12 \text { THOMPSON AV } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
| Parcel Number: CAMA Number: Property Address: | $\begin{aligned} & 37-0046 \\ & 37-46 \mathrm{~A}-0004 \\ & 9 \text { THOMPSON AV } \end{aligned}$ | Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |

Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE
SOUTH HAMILTON, MA 01982

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ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982

Parcel Number: 37-0046
CAMA Number: $\quad 37-46 A-0003$
Property Address: 12 THOMPSON AV
Parcel Number: $\quad 37-0046$
CAMA Number: $\quad 37-46 A-0004$
Property Address: 9 THOMPSON AV


| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |


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| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0019 |
| Property Address: | 12 KINGSLEY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0021 |
| Property Address: | 15 MCCLINTOCK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0022 |
| Property Address: | 14 MCCLINTOCK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0023 |
| Property Address: | 11 MCCLINTOCK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0024 |
| Property Address: | 10 MCCLINTOCK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0025 |
| Property Address: | 7 MCCLINTOCK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0026 |
| Property Address: | 51 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0027 |
| Property Address: | 50 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0028 |
| Property Address: | 62 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0029 |
| Property Address: | 61 MORRIS AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0030 |
| Property Address: | 57 MUDGE AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0031 |
| Property Address: | 55 MUDGE AV |

Hamilton, MA
March 09, 2022
$\left.\begin{array}{ll}\text { Mailing Address: } & \text { ASBURY CAMP MEETING CORP } \\ & \text { ASBURY GROVE } \\ & \text { SOUTH HAMILTON, MA } 01982\end{array}\right\}$ regard to the report[s accuracy or completeness and assumes no liability associated with use of the data.

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| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0032 |
| Property Address: | 4 CLARK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0033 |
| Property Address: | 8 CLARK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0035 |
| Property Address: | 16 CLARK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0036 |
| Property Address: | 18 CLARK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0037 |
| Property Address: | 0 ASBURY GROVE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0038 |
| Property Address: | 26 MORRIS AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0039 |
| Property Address: | 29 KINGSLEY AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0040 |
| Property Address: | 22 MORRIS AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0041 |
| Property Address: | 20 MORRIS AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0043 |
| Property Address: | 26 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0044 |
| Property Address: | 24 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0045 |
| Property Address: | 22 LEE PK |


| Mailing Address: | ASBURY CAMP MEETING CORP ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP <br> ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| :---: | :---: |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0046 |
| Property Address: | 18 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0047 |
| Property Address: | 0 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0048 |
| Property Address: | 0 SKINNER AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0051 |
| Property Address: | 3 SKINNER AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0052 |
| Property Address: | 4 OAK AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0053 |
| Property Address: | 1 SKINNER AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0054 |
| Property Address: | 0 ASBURY GROVE |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0055 |
| Property Address: | 0 LEE PK |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0056 |
| Property Address: | 8 HEDDING AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0057 |
| Property Address: | 11 HEDDING AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0058 |
| Property Address: | 17 HEDDING AV |
| Parcel Number: | 37-0046 |
| CAMA Number: | 37-46A-0059 |
| Property Address: | 20 HEDDING AV |


| Mailing Address: | ASBURY CAMP MEETING CORP <br>  <br> ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |
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| Mailing Address: | ASBURY CAMP MEETING CORP <br>  <br>  <br>  <br> ASBURY GROVE <br> SOUTH HAMILTON, MA 01982 |

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SOUTH HAMILTON, MA 01982

Mailing Address: ASBURY CAMP MEETING CORP ASBURY GROVE SOUTH HAMILTON, MA 01982 regard to the report■s accuracy or completeness and assumes no liability associated with use of the data.


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SOUTH HAMILTON, MA 01982


Hamilton, MA
March 09, 2022
$\left.\begin{array}{ll}\text { Mailing Address: } & \text { ASBURY CAMP MEETING CORP } \\ & \text { ASBURY GROVE } \\ & \text { SOUTH HAMILTON, MA } 01982\end{array}\right\}$


[^0]:    *Receipts must be attached to report showing payment for maintenance performed.

[^1]:    *Receipts must be attached to report showing payment for maintenance performed.

[^2]:    *Receipts must be attached to report showing payment for maintenance performed.

[^3]:    *Receipts must be attached to report showing payment for maintenance performed

[^4]:    Discarded OutFlow Max=0.67 cfs @ 11.45 hrs HW=48.39' (Free Discharge)
    $\mathcal{L}_{1=\text { Exfiltration (Exfiltration Controls } 0.67 \mathrm{cfs})}$

[^5]:    Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=48.30' TW=0.00' (Dynamic Tailwater)
    -2=Broad-Crested Rectangular Weir (Controls 0.00 cfs )
    -3=Culvert ( Controis 0.00 cfs )

