Shinglemill LLC

Rockland, MA

Submission Package

Shinglemill LLC – Rockland, MA

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

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

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

Name of Proposed Project: Shinglemill

Municipality: Rockland

Address of Site: 0 Pond Street

Cross Street *(if applicable)*: Longwater Drive

Zip Code: 2370

Tax Parcel I.D. Number(s) *(Map/Block/Lot)*: 09-0013

Name of Proposed Development Entity *(typically a single purpose entity)*: Shinglemill LLC

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

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

Has this entity already been formed? Yes ✓ No ____

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

Applicant's Web Address, if any: ____

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

Primary Contact Information *(required)*

Name of Individual: Robert R. Lincoln

Relationship to Applicant: Manager/Member

Name of Company *(if any)*: ____

Street Address: c/o Coneco 4 1st Street

City/Town/Zip: Bridgewater, MA 02324

Telephone *(office and cell)* and Email: 508-279-0067 #1; 508-962-6291; rlincoln@coneco.com

Secondary Contact Information *(required)*

Name of Individual: Noreen Cataldo

Relationship to Applicant: Accountant

Name of Company *(if any)*: Coneco Building LLC

Street Address: 4 1st Street

City/Town/Zip: Bridgewater, MA 02324

Telephone *(office and cell)* and Email: 508-279-0067 #4; ncataldo@coneco.com

Additional Contact Information *(optional)*

Name of Individual: _____

Relationship to Applicant: _____

Name of Company *(if any)*: _____

Street Address: _____

City/Town/Zip: _____

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

Anticipated Construction Financing: MassHousing___ NEF Bank ✓

If NEF Bank, Name of Bank: Rockland Trust

Anticipated Permanent Financing: MassHousing___ NEF Bank ✓

If NEF Bank, Name of Bank: Rockland Trust

Total Number of Units 236 # Affordable Units 59 # Market Rate Units 177

Age Restricted? Yes/No No If Yes, 55+ or 62+? _____

Brief Project Description (150 words or less):

Two new construction 5-story buildings containing a mix of Studio, 1-Bedroom, 2-Bedroom and 3-Bedroom apartments. The site contains 30.2 acres (11 acres of upland) on the main parcel and approximately 1 acre on an abutting parcel. The abutting parcel is intended to contain a clubhouse/function building for the development.

Required Attachments Relating to Section 1

1.1 Location Map

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

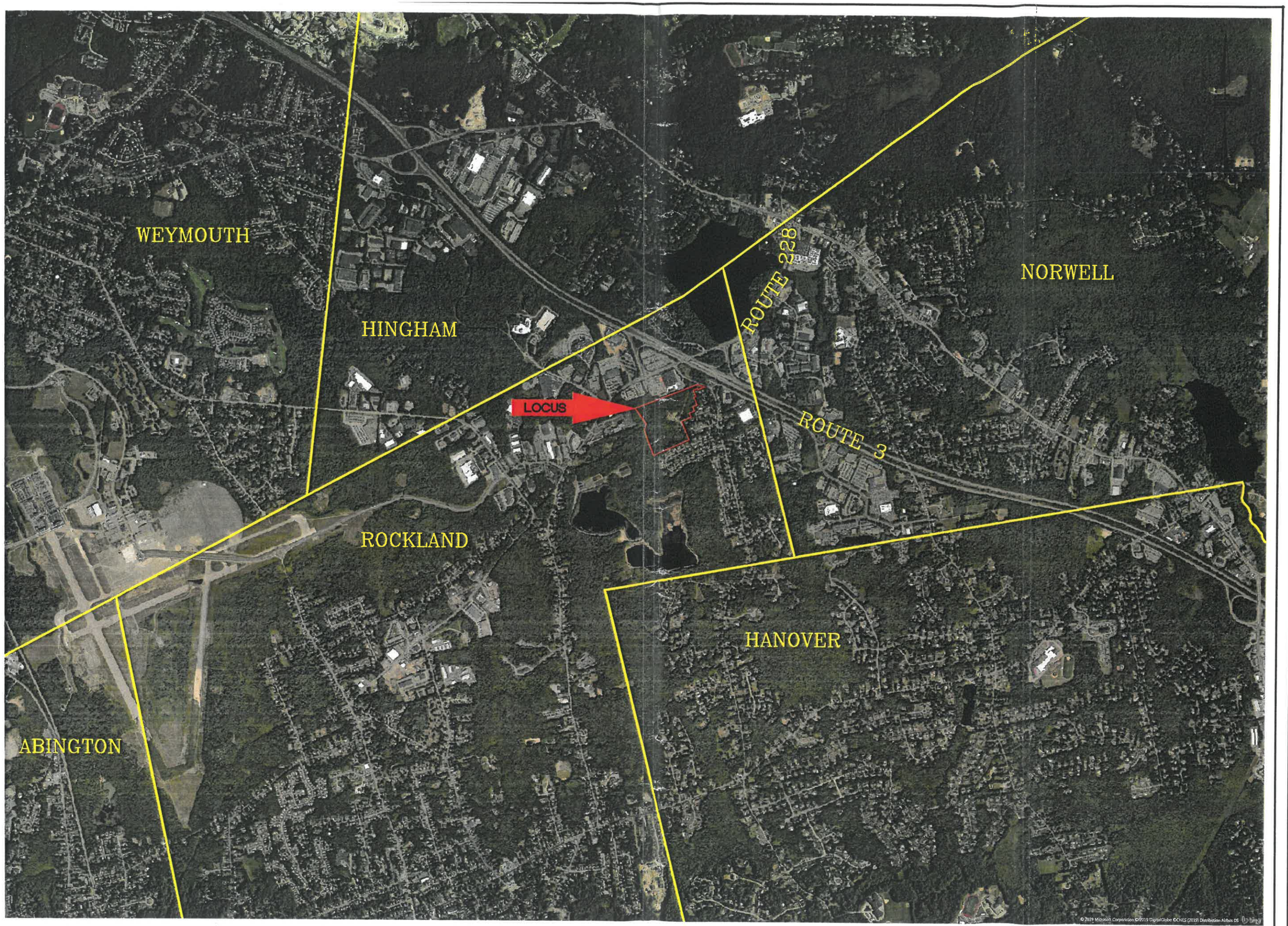
1.2 Tax Map

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

1.3 Directions

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

1.1 Location Map



REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
CONECO BUILDERS, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS
02324

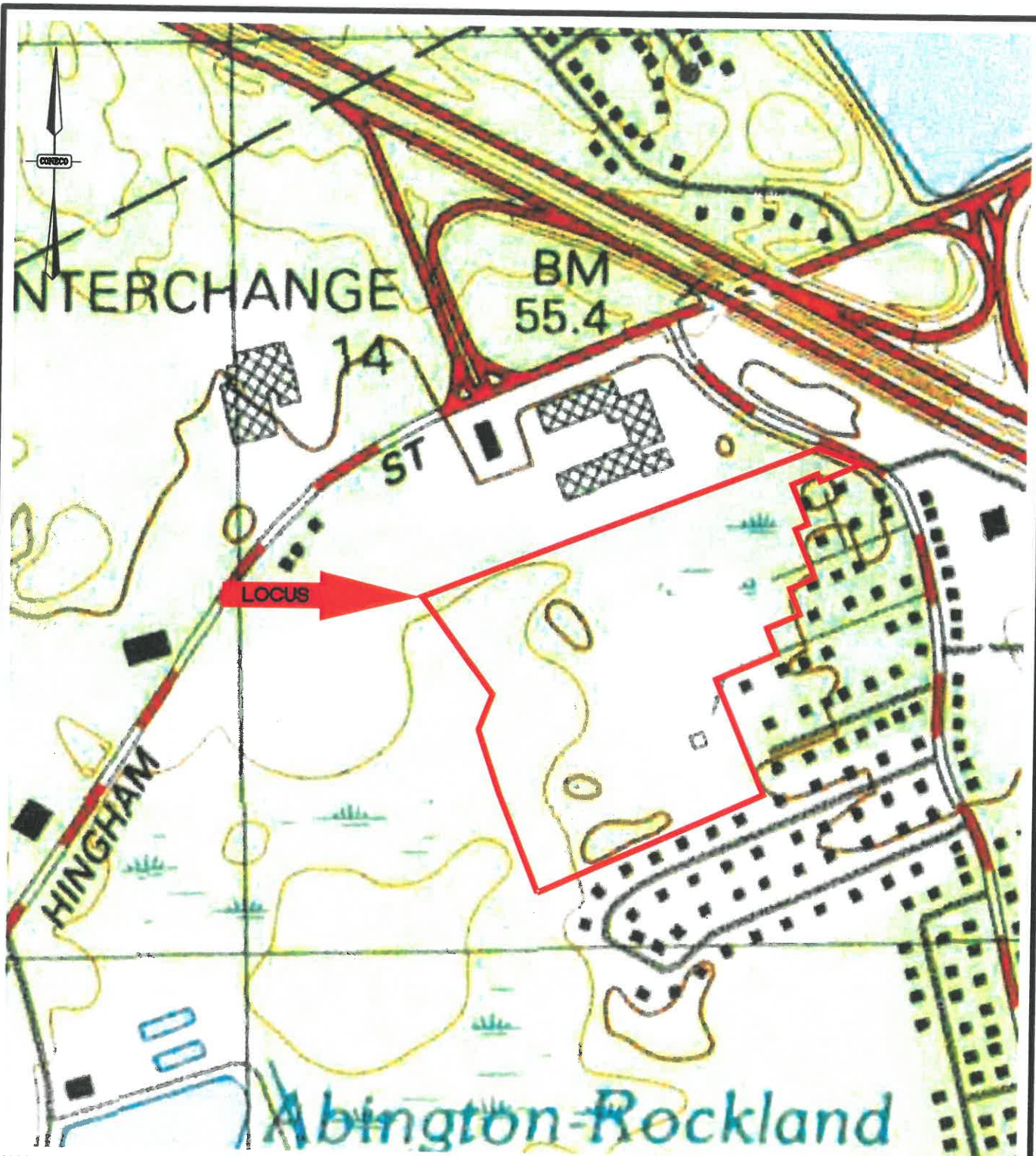
DRAWING: TOWN LINES

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS
02370

PLAN SET: SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3330 FAX 508-697-5696
WEBSITE: www.coneco.com

DATE:	01/31/2019
DRAWN/ CHECK:	DJD/RRL
SCALE:	1" = 2000' XREF
PROJECT NO.	3395.1
FIGURE NO.	1 OF 01



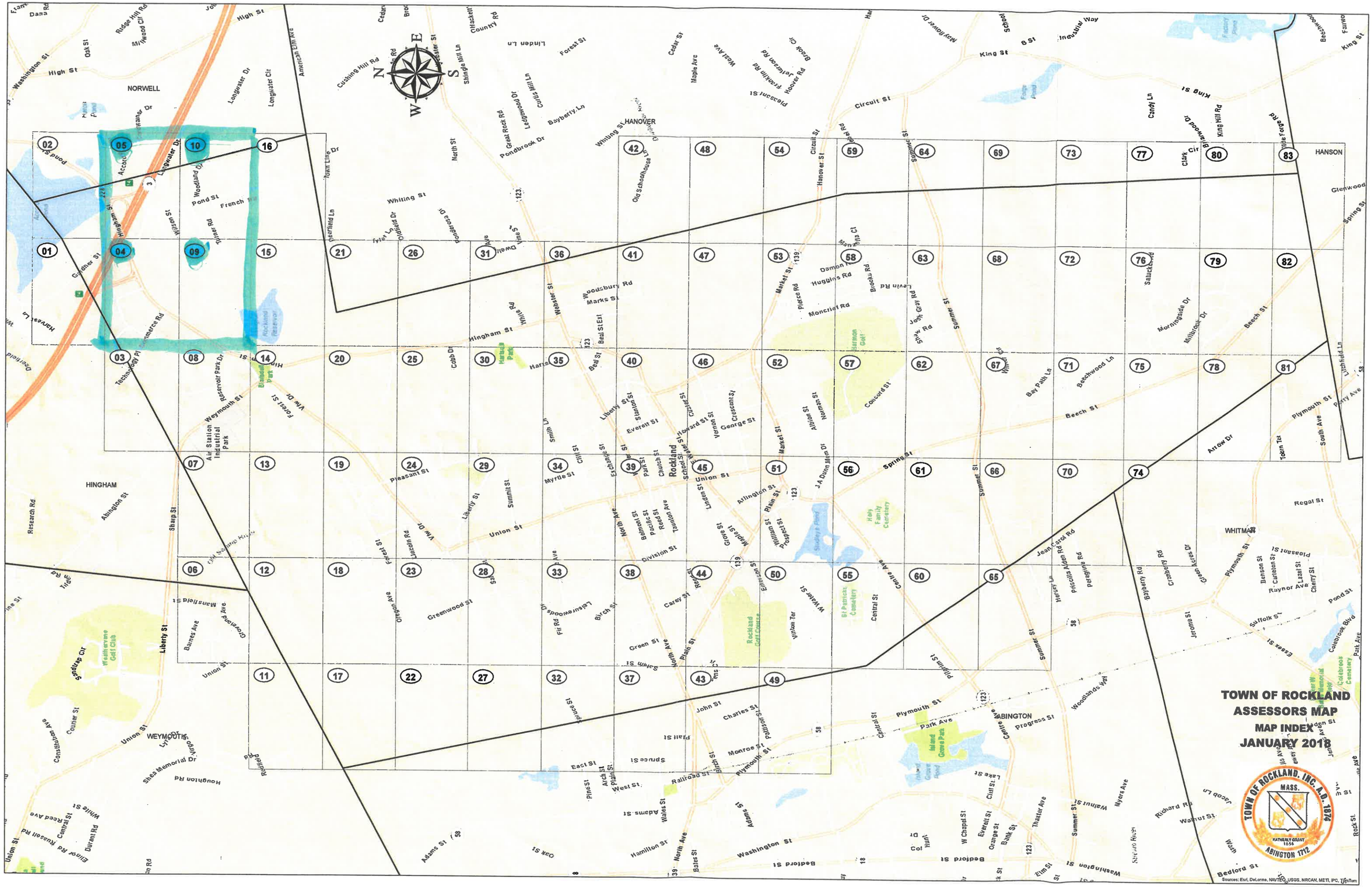
NOTE:
INFORMATION ON THIS PLAN WAS OBTAINED FROM MASSGIS DATABASE OF SCANNED 1:25,000 USGS TOPOGRAPHIC QUAD IMAGES, JUNE 2001.

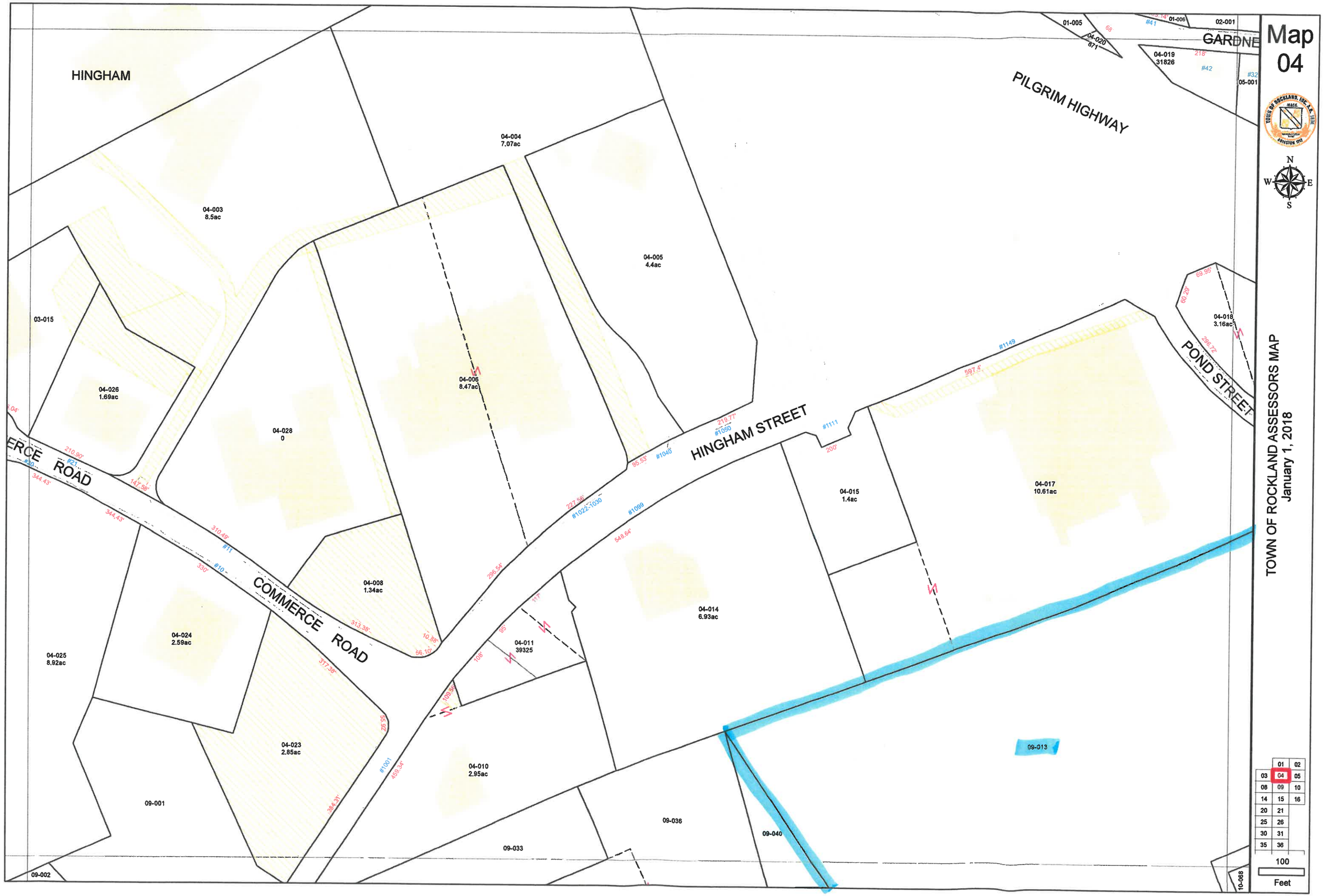
0 POND STREET, ROCKLAND, MASSACHUSETTS 02370

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

PREPARED FOR:	PLAN SET:		
CONECO BUILDERS, LLC	FIGURES		
SCALE	DATE	PROJECT NO.	TITLE:
1" = 500'	10/29/2019	3395.1	USGS TOPOGRAPHIC MAP

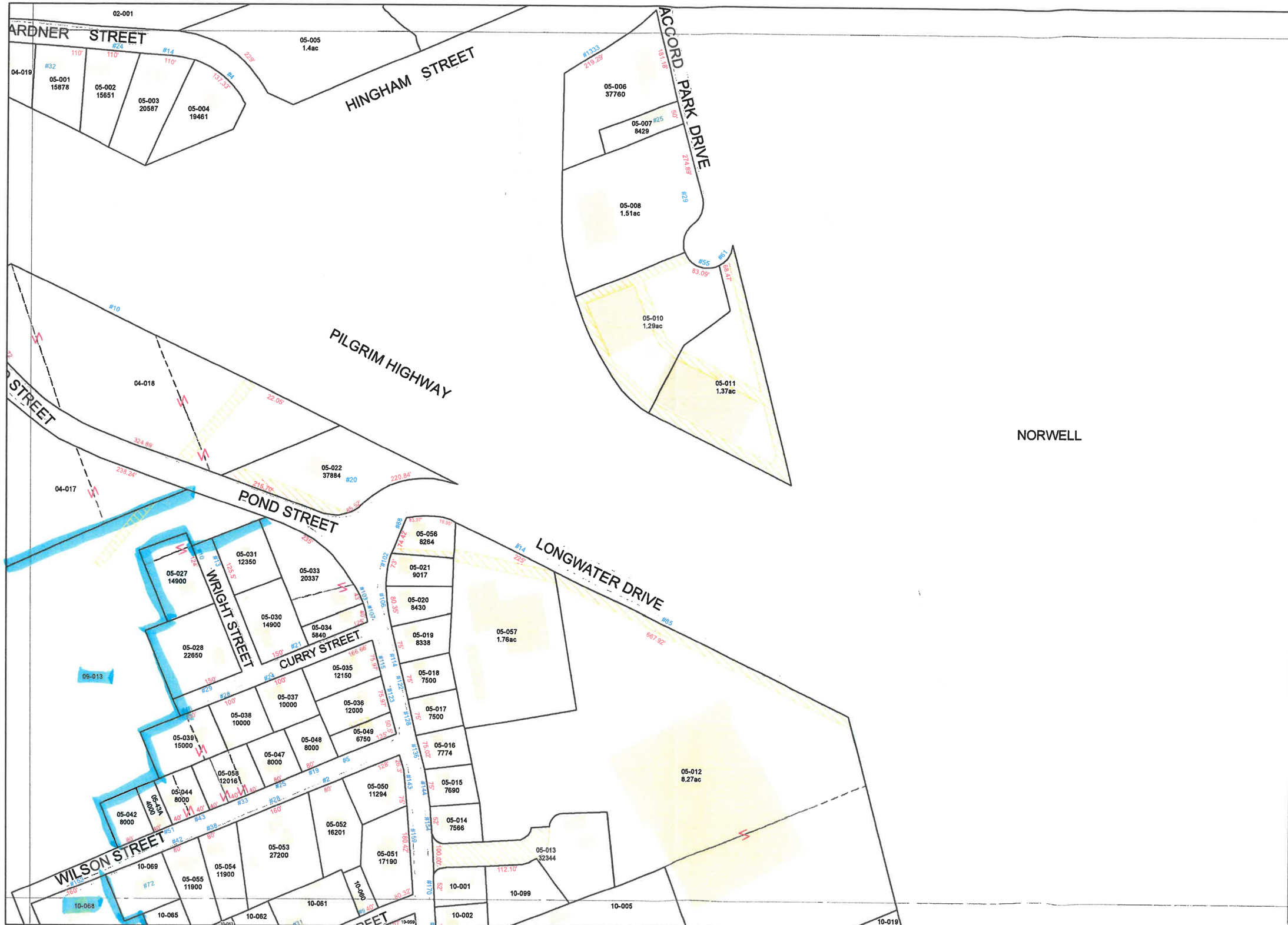
1.2 Tax Map


TOWN OF ROCKLAND
ASSESSORS MAP
MAP INDEX
JANUARY 2018
TOWN OF ROCKLAND, INC. A.D. 1874
MASS.
HATHERLY GRANT 1646
ABINGTON 1712
NORWELL
HANOVER
HANSON
HINGHAM
WEYMOUTH
ABINGTON
WHITMAN
Rockland
Sources: Esri, DeLorme, NAVTEQ, USGS, NRCAN, METI, IPC, TomTom


Map 04
TOWN OF ROCKLAND ASSESSORS MAP
January 1, 2018
HINGHAM
GARDNER
PILGRIM HIGHWAY
HINGHAM STREET
COMMERCE ROAD
POND STREET
03-015
04-003 8.5ac
04-004 7.07ac
04-005 4.4ac
04-006 8.47ac
04-008 1.34ac
04-010 2.95ac
04-011 39325
04-014 6.93ac
04-015 1.4ac
04-017 10.61ac
04-018 3.16ac
04-023 2.85ac
04-024 2.59ac
04-025 8.92ac
04-026 1.69ac
04-028 0
01-005
04-020 871
01-006
02-001
04-019 31826
05-001
09-001
09-002
09-013
09-033
09-036
09-040
10-068
01 02
03 04 05
08 09 10
14 15 16
20 21
25 26
30 31
35 36
100
Feet

Map 05

TOWN OF ROCKLAND ASSESSORS MAP
January 1, 2018

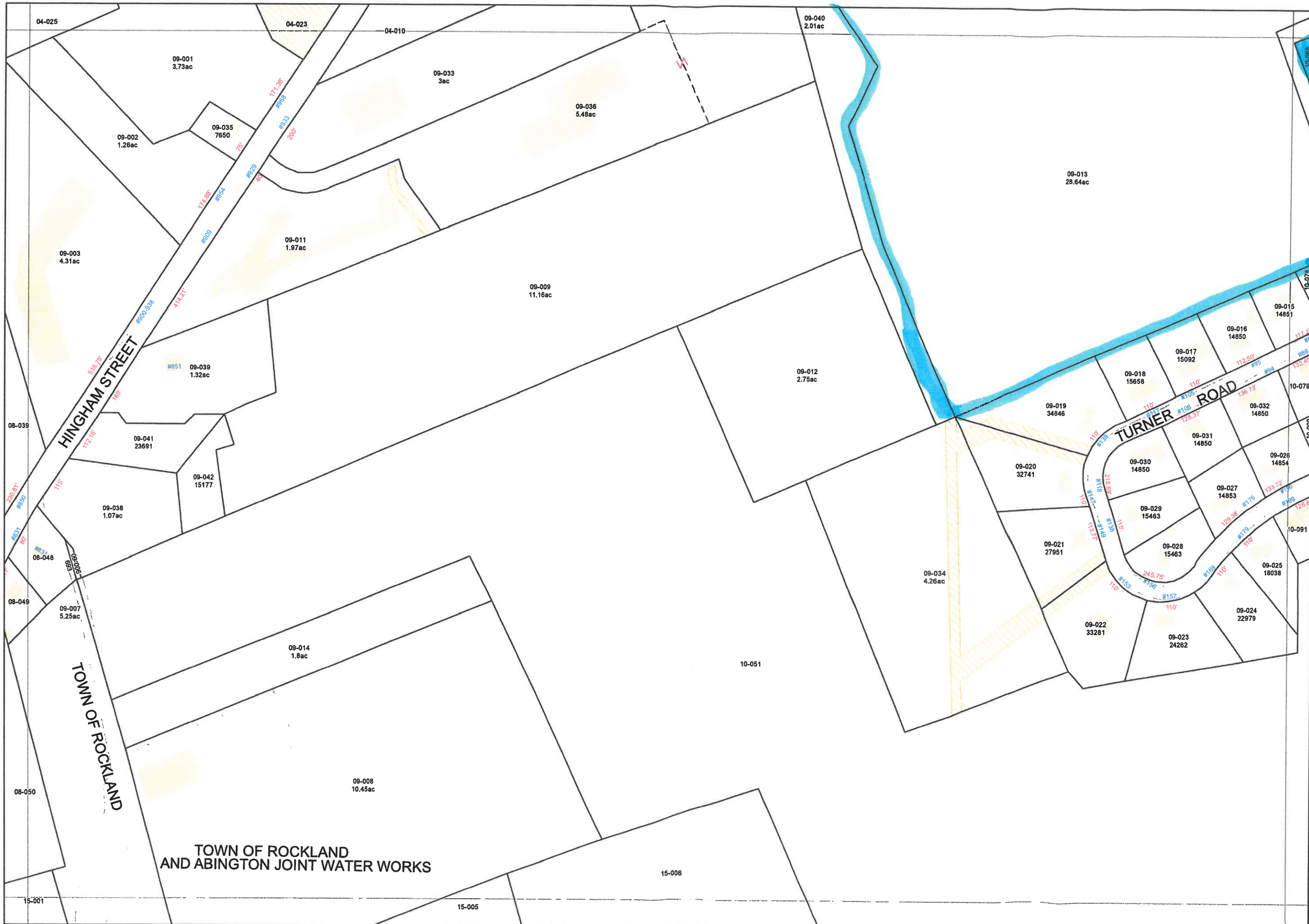


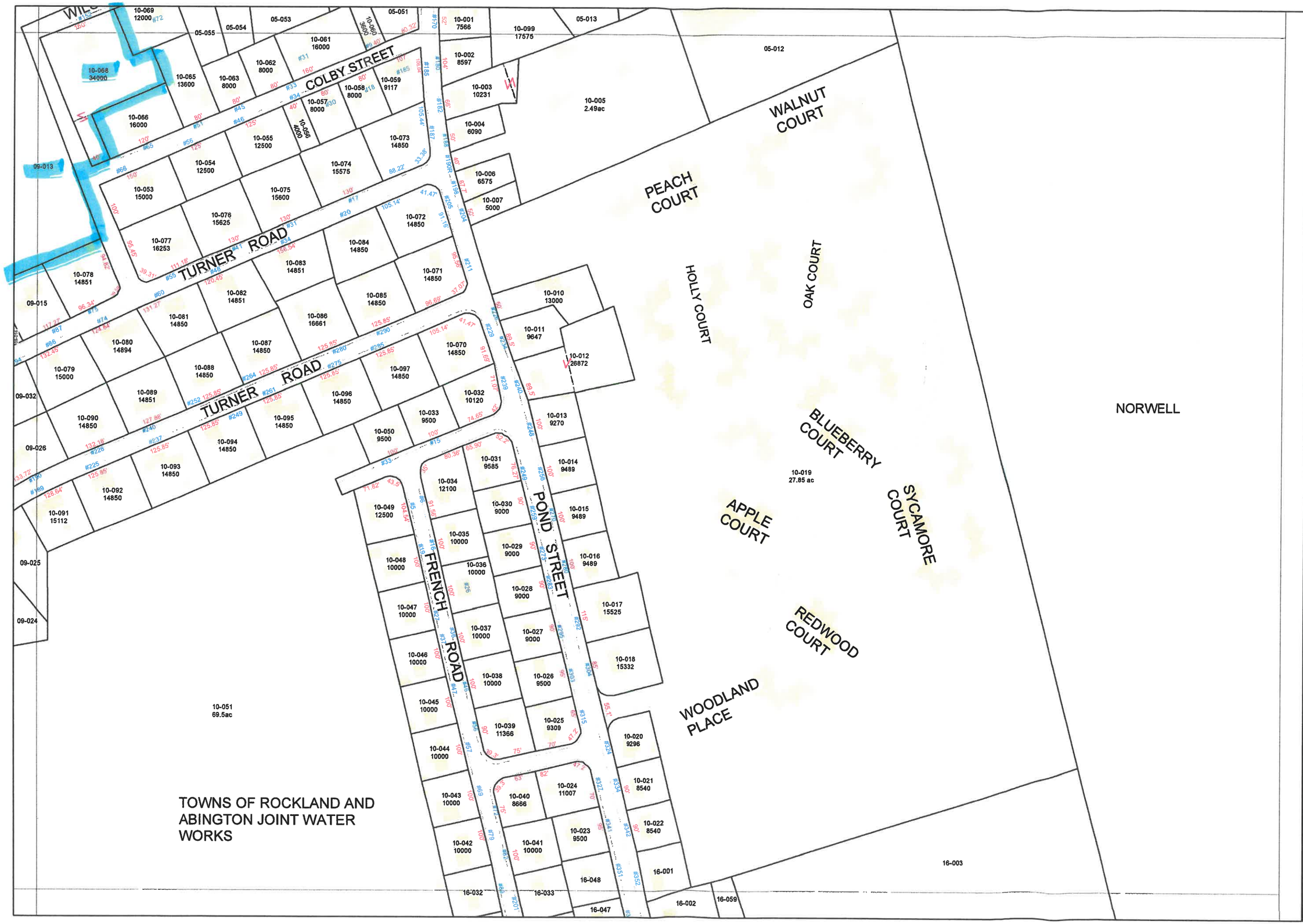
01	02
04	05
09	10
15	16
21	
26	
31	
36	

100
Feet

Map 09

TOWN OF ROCKLAND ASSESSORS MAP
January 1, 2018





Map 10

N
W E
S

TOWN OF ROCKLAND ASSESSORS MAP
January 1, 2018

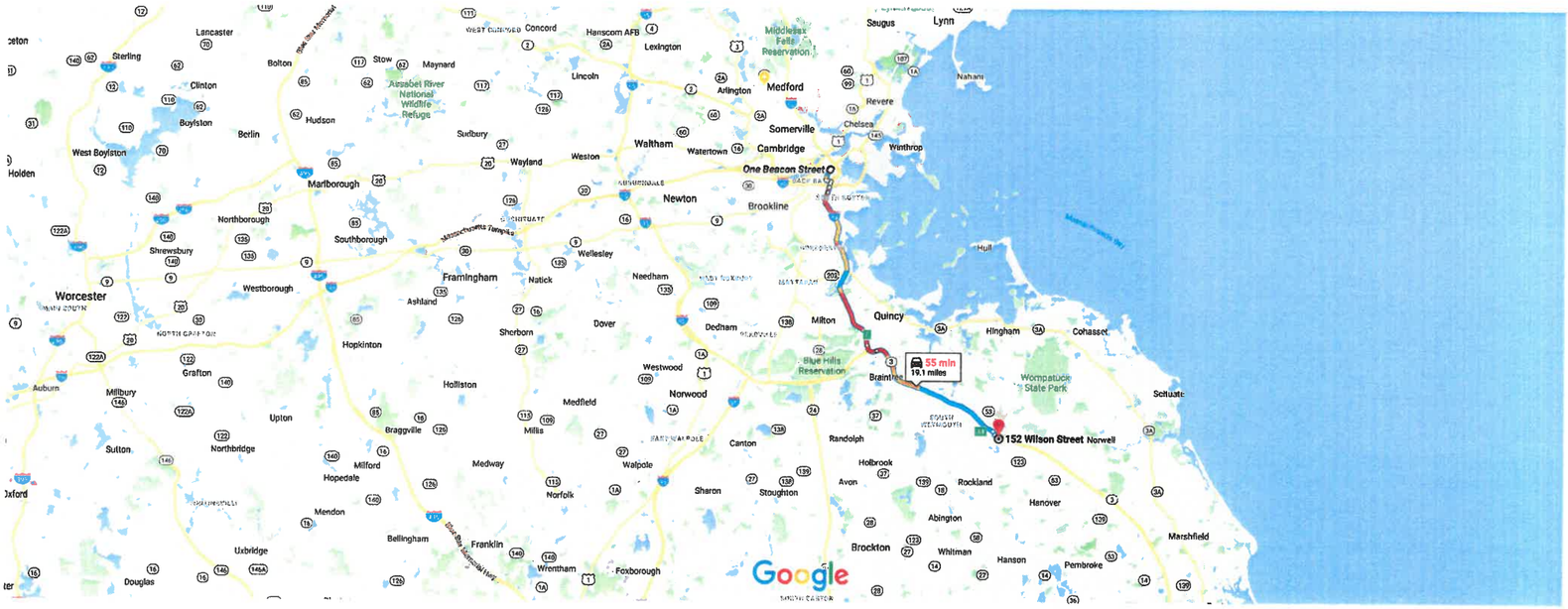
01	02
04	05
09	10
15	16
21	
26	
31	
36	
41	42

100
Feet

1.3 Directions

Google Maps One Beacon Street to 152 Wilson Street, Rockland, MA

Drive 17 miles, 55 min



One Beacon Street

1 Beacon St, Boston, MA 02108

Get on I-93 S from Tremont St and Albany St

9 min (1.4 mi)

1. Head southwest on Tremont St toward Freedom Trail

0.6 mi

2. Turn left after Panera Bread (on the right)

0.1 mi

3. Continue onto Kneeland St

0.2 mi

4. Turn right onto Albany St

0.1 mi

5. Use the left lane to stay on Albany St and follow signs for Interstate 93 S

0.2 mi

6. Use the left lane to merge onto I-93 S via the ramp to Quincy

0.3 mi

Follow I-93 S and MA-3 S to Rockland. Take exit 14 from MA-3 S

19 min (17.1 mi)

7. Merge onto I-93 S

8.6 mi

8. Use the left 2 lanes to take exit 7 for MA-3 S toward Cape Cod

0.7 mi

9. Continue onto MA-3 S

7.6 mi

10. Take exit 14 for MA-228 toward Hingham/Rockland

0.2 mi

Take Pond St to Wilson St

2 min (0.6 mi)

11. Use the middle lane to turn left onto MA-228 N/Hingham St (signs for Nantasket)

0.2 mi

12. Turn right onto Pond St

0.3 mi

13. Turn right onto Wilson St

Destination will be on the left

0.1 mi

152 Wilson St

Rockland, MA 02370

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan

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

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

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

Name of Proposed Project: Shinglemill

Buildable Area Calculations	Sq. Feet/Acres *(enter "0" if applicable—do not leave blank)*
Total Site Area	1,247,642/28.64
Wetland Area (per MA DEP)	717,026/16.46
Flood/Hazard Area (per FEMA)	757,016/17.38 (Includes Wetlands)
Endangered Species Habitat (per MESA)	0
Conservation/Article 97 Land	0
Protected Agricultural Land (i.e. EO 193)	0
Other Non-Buildable (Describe)	0
Total Non-Buildable Area	717,026/16.46
Total Buildable Site Area	530,616/12.18

Current use of the site and prior use if known: Raw land containing open area, wooded and wetlands areas.

Is the site located entirely within one municipality? Yes ✓ No ___

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

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

Current zoning classification and principal permitted uses: Industrial I-3

Previous Development Efforts

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

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No.

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	
Wastewater - public sewer	Yes	
Storm Sewer	No	
Water-public water	Yes	
Water-private well	Yes	Proposed for Irrigation and/or domestic water
Natural Gas	Yes	
Electricity	Yes	
Roadway Access to Site	Yes	
Sidewalk Access to Site	No	No sidewalks currently available on Pond St.
Other		

Describe surrounding land use(s): Northern abutters are Commercial and Industrial. Direct northerly abutter is a Home Depot and northwest is a mid-rise office building. Route 3 and MassDOT vacant property are to the east. The Norwell Industrial park entrance is to the southeast. The west is a large wetlands parcel. Direct southerly abutter is residential on Wilson Street - a dead end road.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	1.1 Miles	No
Schools	3.5 Miles	Yes
Government Offices	3.4 Miles	No
Multi-Family Housing	0	Proposed Development
Public Safety Facilities	3.3 Miles	No
Office/Industrial Uses	500 feet	No
Conservation Land	0.5 Miles	No
Recreational Facilities	1.2 Miles	No
Houses of Worship	3.2 Miles	No
Other	1,000 feet	Park & Ride Lot

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

Rockland Park & Ride is 1,000 feet north to Hingham Street - across from the Home Depot and abutting the Route 3 North/South interchange.

Site Characteristics and Development Constraints

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

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

Is there any evidence of hazardous, flammable or explosive material on the site? No

Is the site, or any portion thereof, located within a designated flood hazard area? Yes, wetlands only.

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

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

Are there documented vernal pools on the site? Yes

Is the site within a local or state Historic District or listed on the National Register or Historic Places? No

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

Are there existing buildings and structures on site? No

Does the site include documented archeological resources? No

Does the site include any known significant areas of ledge or steep slopes? No

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

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

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

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

2.2 Aerial Photographs

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

2.3 Site/Context Photographs

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

2.4 Documentation Regarding Site Characteristics/Constraints

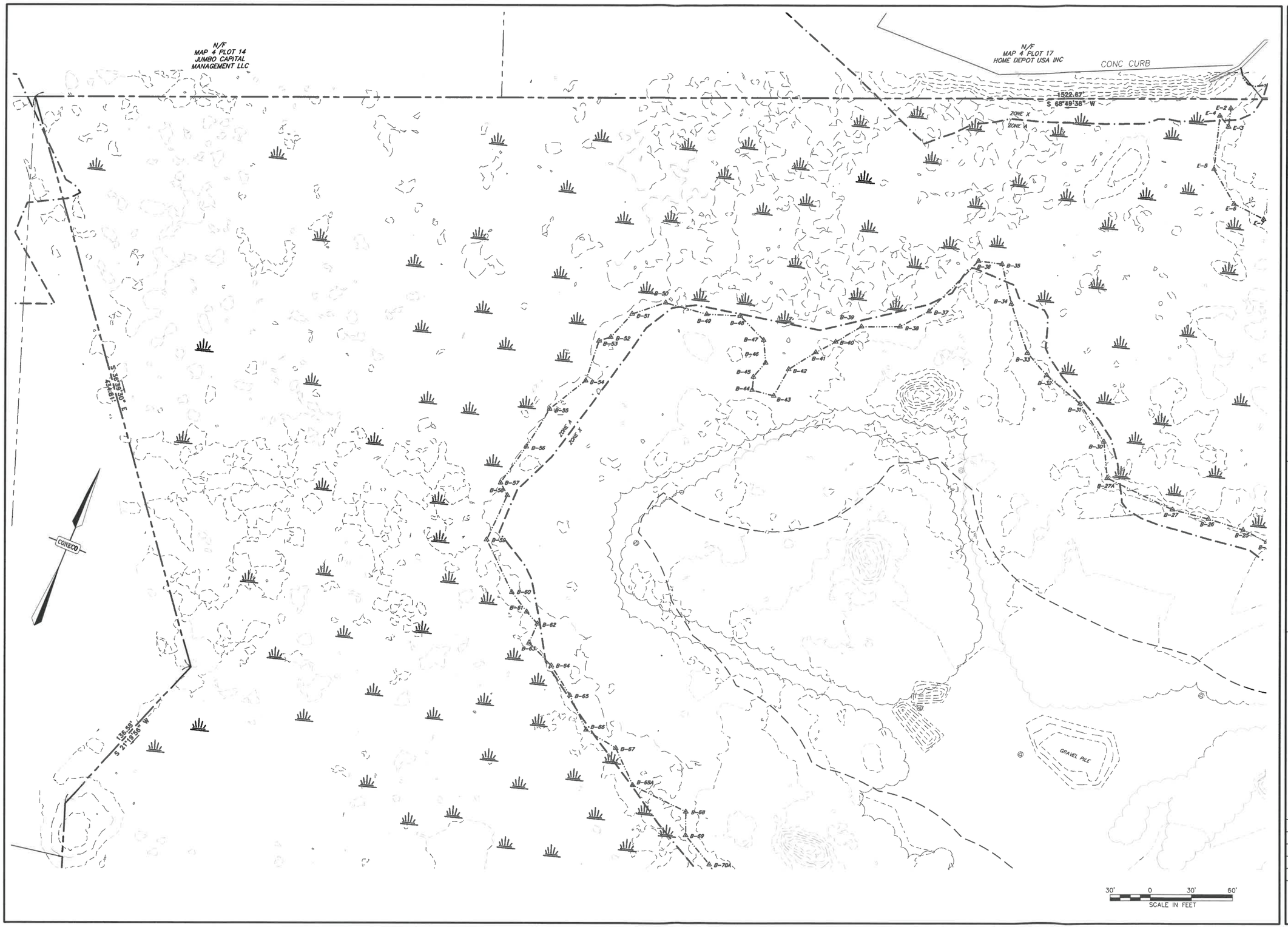
Please provide documentation of site characteristics and constraints as directed including available narratives, summaries and relevant documentation including:

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

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

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

2.1 Existing Conditions Plan



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

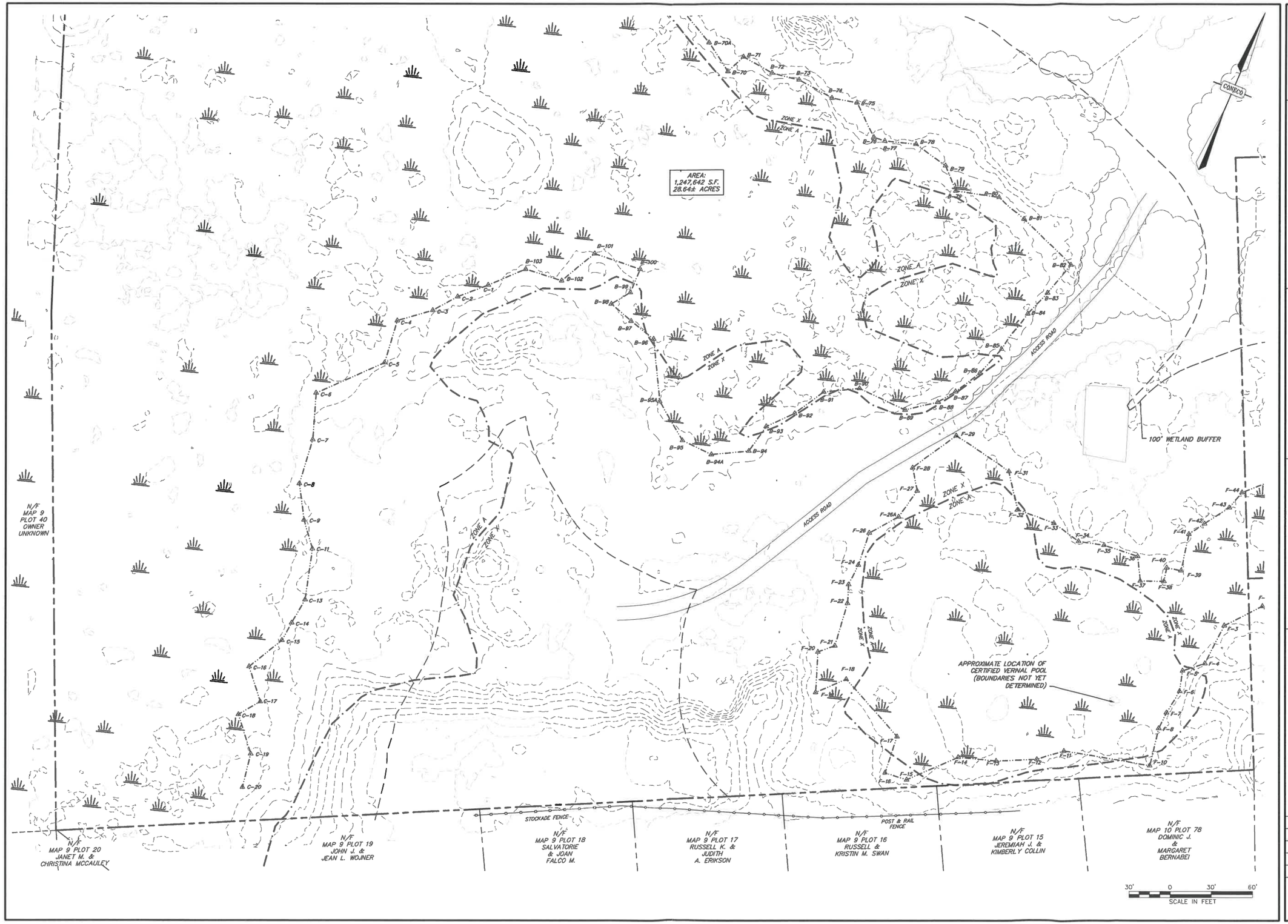
DRAWING:
EXISTING CONDITIONS
SHEET 1 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3170 800-548-3355 FAX 508-697-5998
WEBSITE: www.conecoinc.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	4 OF 19



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

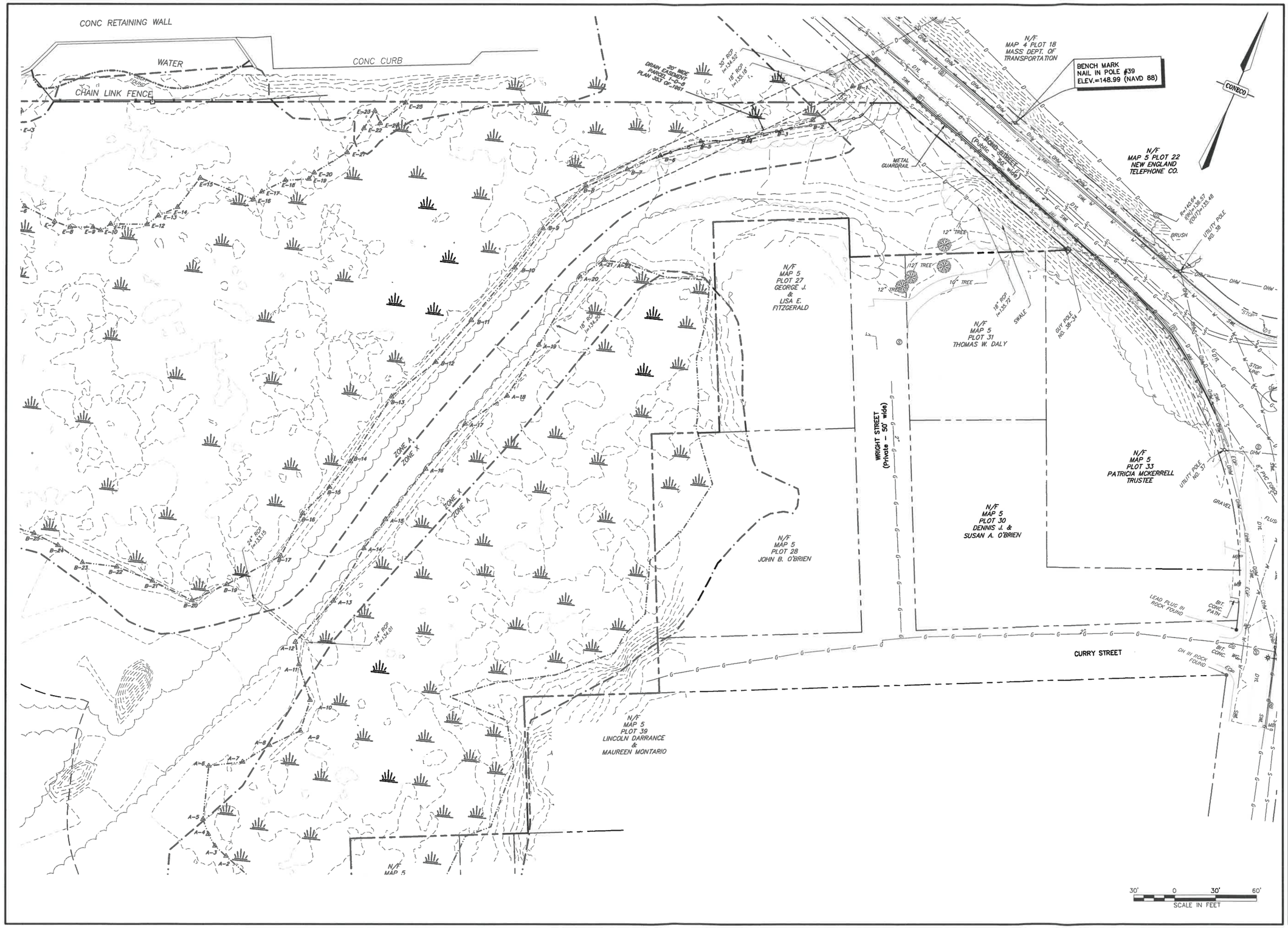
DRAWING:
EXISTING CONDITIONS
SHEET 2 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3155 FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	5 OF 19



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PROPOSED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

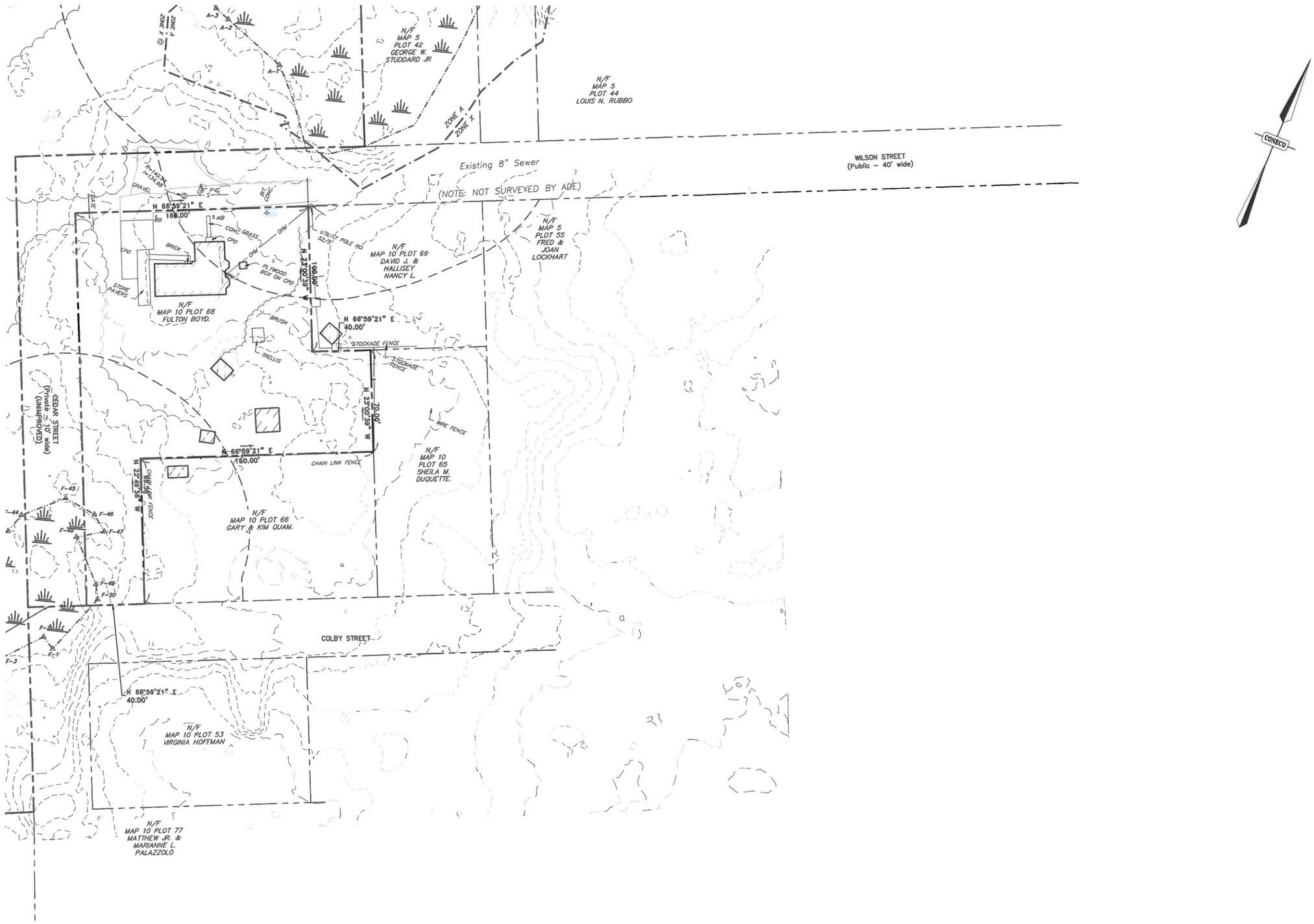
DRAWING:
EXISTING CONDITIONS
SHEET 3 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN BY:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-346-3355, FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	6 OF 19



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
EXISTING CONDITIONS
SHEET 4 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3552 FAX 508-697-5996
WEBSITE: www.conecco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	7 OF 19

2.2 Aerial Photos

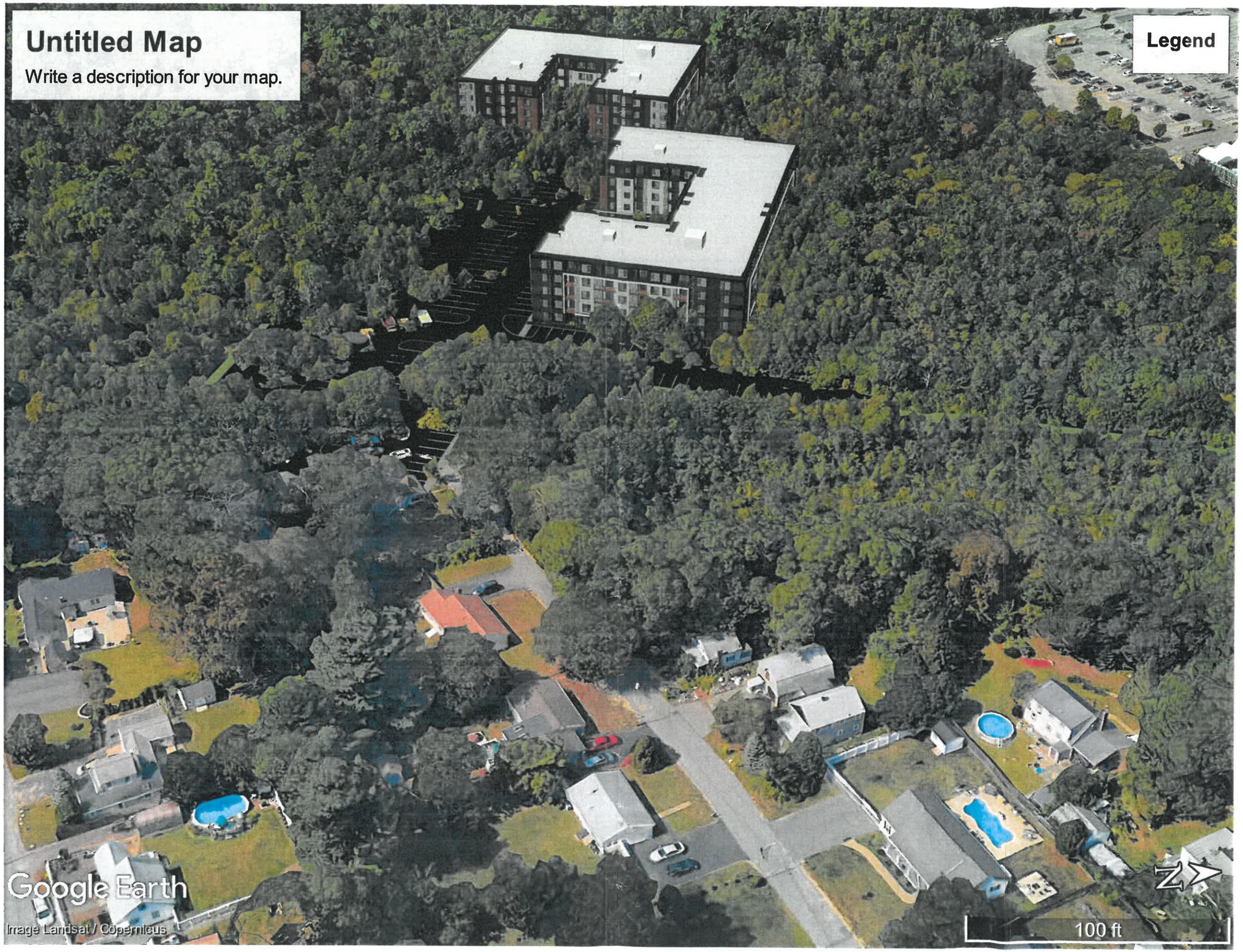
NOTE:
INFORMATION ON THIS PLAN WAS OBTAINED FROM MASSGIS DATABASE AERIAL PHOTOGRAPHIC IMAGES, APRIL 2008/2009.

0 POND STREET, ROCKLAND, MASSACHUSETTS 02370

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

PREPARED FOR:		PLAN SET:	
CONECO BUILDERS, LLC		SITE PLANS	
SCALE 1" = 500'	DATE 01/31/2019	PROJECT NO. 3395.1	TITLE: FIGURE 1 AERIAL MAP

2.3 Site/Context Photographs


Untitled Map
Write a description for your map.
Legend
Google Earth
Image Landsat / Copernicus
100 ft

Report a problem

2.4 Site Characteristics/Constraints

FLOOD ZONE X, AREAS BETWEEN THE LIMITS OF 100-YEAR AND 500-YEAR FLOODS

FLOODWAY AREAS IN ZONE AE

FLOOD ZONE AE, AREAS OF 100-YEAR FLOOD, BASE FLOOD ELEVATIONS DETERMINED

FLOOD ZONE A, AREAS OF 100-YEAR FLOOD, BASE FLOOD ELEVATIONS NOT DETERMINED

NOTE:
FLOOD BOUNDARY INFORMATION ON THIS PLAN WAS FOUND ON FEMA FLOOD INSURANCE RATE MAP FOR PLYMOUTH COUNTY COMMUNITY MAP NO. 25023C0092J, EFFECTIVE JULY 17, 2012.

0 POND STREET, ROCKLAND, MASSACHUSETTS 02370

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

PREPARED FOR:	PLAN SET:		
SHINGLEMILL, LLC	FIGURES		
SCALE	DATE	PROJECT NO.	TITLE:
1" = 500'	10/29/2019	3395.1	FLOOD INSURANCE RATE MAP

PRIORITY HABITAT OF RARE SPECIES

ESTIMATED HABITATS OF RARE WILDLIFE

CERTIFIED VERNAL POOLS

POTENTIAL VERNAL POOLS

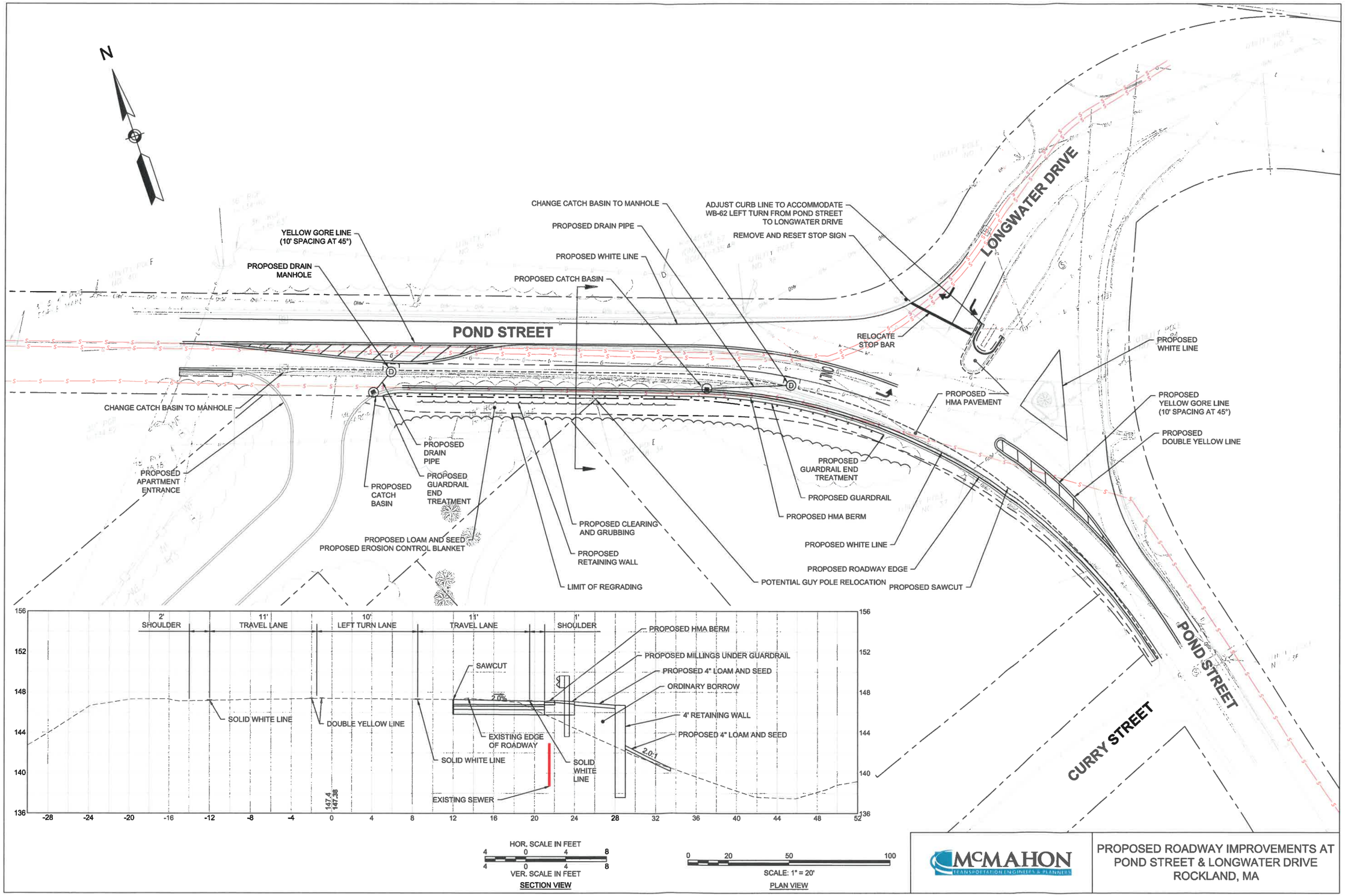
NOTES:

1. ESTIMATED HABITATS OF RARE WILDLIFE AND PRIORITY HABITATS OF RARE SPECIES CAME FROM MASSGIS DATABASE LAST UPDATED AUGUST 2017.
2. CERTIFIED VERNAL POOL LOCATIONS WERE TAKEN FROM MASSGIS DATABASE ON OCTOBER 4, 2019. THIS DATA IS UPDATED CONTINUALLY AND SHOWN CONDITIONS MAY VARY FROM THIS DATA.
3. POTENTIAL VERNAL POOL LOCATIONS WERE TAKEN FROM MASSGIS DATABASE LAST UPDATED DECEMBER 2000.
4. THERE ARE NO ESTIMATED HABITATS OF RARE WILDLIFE OR PRIORITY HABITATS OF RARE SPECIES ON THE PROJECT SITE.

0 POND STREET, ROCKLAND, MASSACHUSETTS 02370

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5696
WEBSITE: www.coneco.com

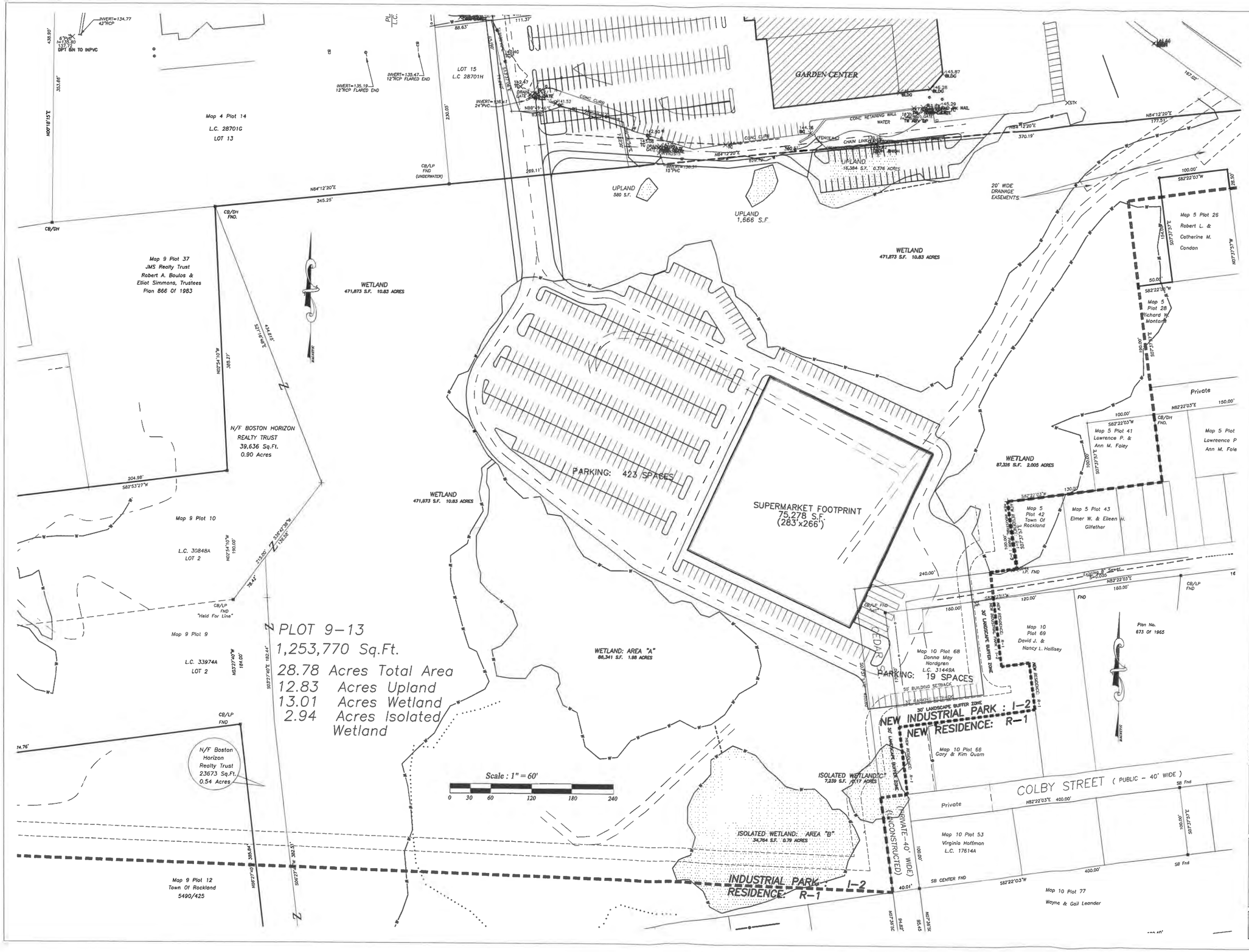
PREPARED FOR:			PLAN SET:
SHINGLEMILL, LLC			FIGURES
SCALE	DATE	PROJECT NO.	TITLE:
1" = 500'	10/29/2019	3395.1	NATURAL HERITAGE MAP



McMAHON
TRANSPORTATION ENGINEERS & PLANNERS

PROPOSED ROADWAY IMPROVEMENTS AT
POND STREET & LONGWATER DRIVE
ROCKLAND, MA

2.5 By-Right Site Plan



PROJECT:

POND STREET, ROCKLAND, MA.

HINGHAM & POND ST.,
ROCKLAND MA.

CLIENT:

SEVEN HILLS HOLDING TRUST

MR. ERNESTO CAPARROTTA
195 LIBBEY PARKWAY
WEYMOUTH, MA. 02189

ORWIG Associates

Engineering
Planning & Surveying
Landscape Architecture

9 South Pasture Lane
P.O. Box 2132
Duxbury, MA 02331
Phone: (781)934-6039
E-mail: Dan_orwig@hotmail.com

PROPOSED SUPERMARKET PLAN

NO.	REVISION	DATE

DRAWING TITLE:

PROPOSED SUPERMARKET PLAN

PROFESSIONAL	SHEET NO.
	1

D.C.ORWIG	1"=60'	2/17/2011
DRAWN BY	PRIMARY SCALE	DRAWING DATE

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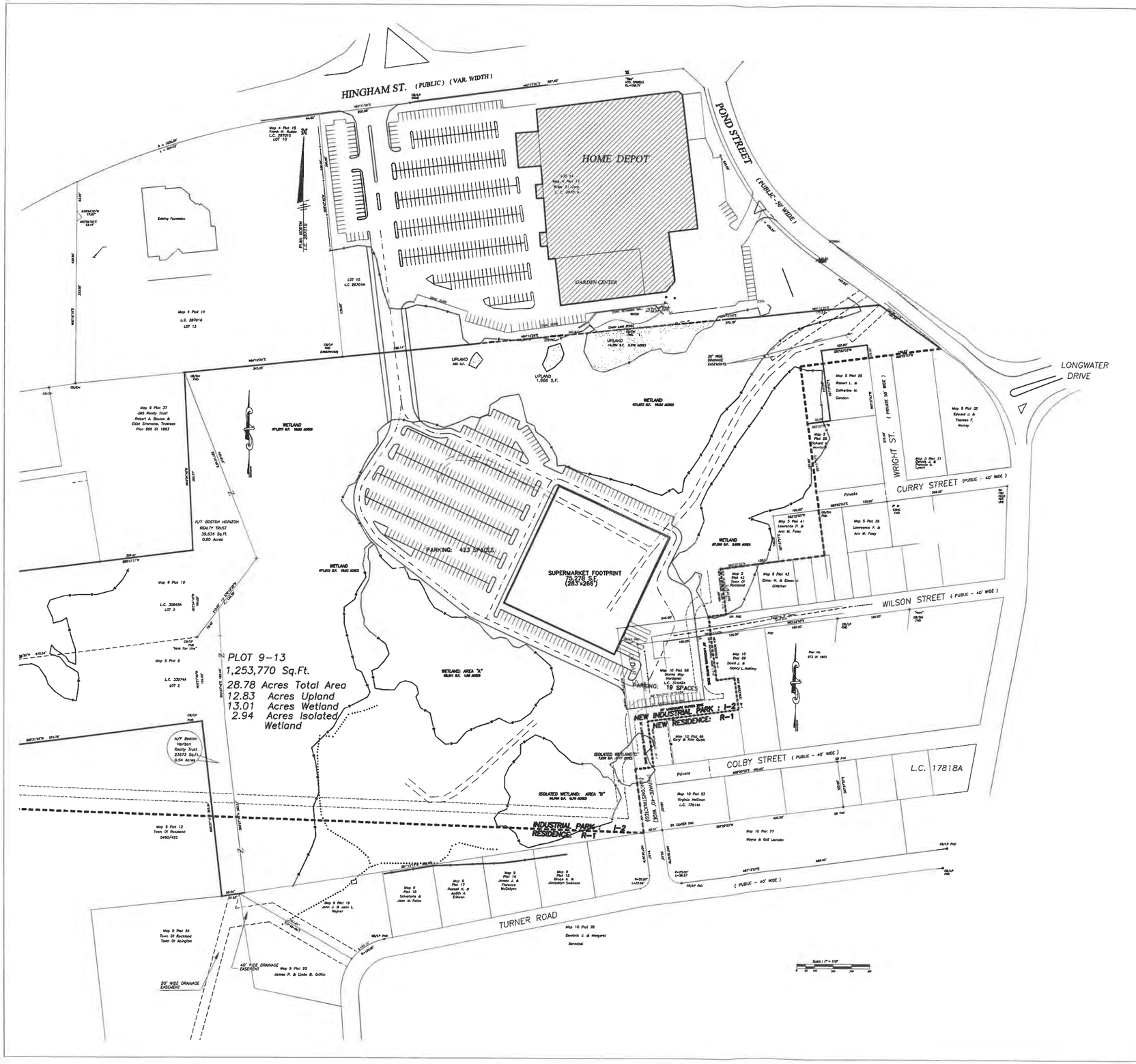

PROJECT:

POND STREET, ROCKLAND, MA.

HINGHAM & POND ST., ROCKLAND MA.

CLIENT:

SEVEN HILLS HOLDING TRUST

MR. ERNESTO CAPARROTTA
195 LIBBEY PARKWAY
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9 South Pasture Lane
P.O. Box 2132
Duxbury, MA 02331
Phone: (781)934-6039
E-mail: Dan_orwig@hotmail.com

PROPOSED SUPERMARKET PLAN

NO.	REVISION	DATE

DRAWING TITLE:

PROPOSED SUPERMARKET PLAN

PROFESSIONAL	SHEET NO.
	2

D.C.ORWIG	1"=100'	2\23\2011
DRAWN BY	PRIMARY SCALE	DRAWING DATE

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Fr..1

OFFER TO PURCHASE

August 25, 2009
Rockland, MA;

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. PARTIES

SELLER: Seven Hills Holding Trust
Ernesto V. Caparrotta, Trustee
195 Libbey Parkway, Unit Two
Weymouth, MA 02189

BUYER: Saxon Partners, LLC or its nominee.

2. PROPERTY. That certain lots or parcels of real estate containing approximately 8-9½ acres identified as Exhibit A (area showing proposed Bldg & Parking Lot) in Rockland, MA, together with the buildings and improvements thereon and all rights, easements, and other appurtenances thereto. The Property shall be more particularly described in the Purchase & Sale Agreement.

3. DEVELOPMENT PLANS. Buyer intends to develop the Property to for retail/commercial use subject to completion of an easement agreement with Home Depot to allow for access to the Property. Buyer and Seller shall work together to finalize an agreement to allow access to the Property (the "HD Agreement") which is anticipated to involve the preparation of easement documents, the permitting of a pad site for Home Depot, and the payment of cash compensation to Home Depot. Buyer shall pay all of the costs under the HD Agreement including all deposits, payments for the purchase of said HD Agreement, engineering fees, legal fees, permitting costs etc. unless and until the HD Agreement is terminated or the agreement between Buyer and Seller is terminated. In the event that Buyer terminates the agreement with Seller, Buyer shall remain obligated for any commitments under the HD Agreement (i.e. financial obligations or work product obligations) for a period of sixty (60) days following such termination and Buyer shall provide and assign to the Seller all work product at no cost to the Seller. In the event of a termination of the agreement by the Buyer, Buyer shall provide Seller with a written notice at least 60 days prior to said termination together with an assignment of all Buyer's rights and interest to the Seller. The HD Agreement shall include easements for access, utilities and signage for the retail/commercial use that Buyer intends to develop on the property, together with easements for access, signage and utilities on the remaining portion of the property that will be retained by the Seller. Furthermore, it is understood and agreed by the parties that Buyer shall grant to Seller an additional easement for the benefit of the Seller over the portion of the property that

Buyer intends to purchase. Said additional easement would allow access, utilities and signage to the back parcel of the property that will be retained by the Seller.

4. PURCHASE PRICE. **Five Million and Two Hundred Thousand dollars ($ 5,200,000).** The Purchase Price, subject to any prorations or adjustments, shall be payable at the Closing by certified bank check or wire transfer.

5. EASEMENT PREPARATION PERIOD. After execution of this Offer by both parties (the "Effective Date"), Buyer shall:

a. Within 5 days, commence negotiations with Home Depot for the easement to access the Property. All proposed documents/agreements/easements between the Buyer and the Home Depot shall list the Seller as an additional party to the above referred to documents (i.e., Buyer = Saxon Partners LLC and/or Seven Hills Holding Trust).

b. Within 30 days, deliver to Home Depot the draft easement agreements and associated documents (together the "Easement Documents"). The "Easement Documents" shall be approved by the Seller prior to the delivery of said documents to the Home Depot.

c. Within 60 days, finalize the HD Agreement with Home Depot. The final HD Agreement shall be approved by the Seller.

d. Within 45 days following the execution of the HD Agreement, Buyer shall submit complete applications for the permits for the following:
1. Rockland Conservation Commission (and if applicable also to DEP/Army Core) for Limited Access Project to allow access from the Home Depot Property into the Seller's property.
2. ZBA for Special Permit to allow retail/commercial use on the property.
3. All permits necessary and required to allow the 'Pad Site' on the HD property.
4. Planning Board for permit to allow subdivision of the property.

6. DEPOSITS DURING DUE DILIGENCE, PERMITTING, AND NEGOTIATIONS WITH HOME DEPOT

In order to continue with this agreement, Buyer shall:

a) be responsible for the expenses involved in negotiating and finalizing the Easement Documents with Home Depot (legal, engineering, permitting, etc.) and shall also post with Home Depot the deposits required under the terms of the HD Agreement.

b) within 3 business days of the execution of the HD Agreement, commence paying monthly deposits directly to Seller in the amount of **Seven Thousand Five Hundred Dollars ($7,500.00)** per month ("Deposits to the Seller") up to a maximum of **Seventy Five Thousand Dollars ($75,000.00)** ("Total Deposits to the Seller") which amounts shall be applicable to the Purchase Price but shall not be refundable to Buyer if Buyer terminates this agreement.

c) after completion of the Easement Documents, perform under the HD Agreement including paying Home Depot for their execution of the Easement Documents.

All Deposits paid to Seller shall be credited against the Purchase Price at the Closing but shall be non-refundable to Buyer unless Seller fails to perform hereunder. Buyer shall perform its due diligence (title, environmental) prior to the signing of the Purchase and Sale Agreement.

Throughout the time period set forth above, Buyer shall have the right to enter onto the Property (for inspection, testing, survey, engineering, permitting and marketing purposes) and Seller shall cooperate with Buyer's due diligence efforts, provided that such cooperation shall not cause Seller to incur any expenditures (unless Buyer reimburses Seller for any such expenses). Buyer's due diligence efforts shall include, without limitation, the review of title, survey, current environmental reports, utilities, topo, archeological and historical, reports and other due diligence items, and the marketing of the Property all at Buyer's sole expense.

Within 20 days from the signing of this Agreement, Seller shall provide Buyer with copies of all relevant due diligence information in its possession including any environmental reports, geotechnical information, archeological and historical reports, and the most recent title/survey information.

If Buyer fails to secure a HD Agreement or an Easement Agreement (in both cases acceptable to both Buyer and Seller) or otherwise fails to proceed with this agreement, Buyer shall (a) deliver to Seller (and, at Seller's sole election, assign all rights to Seller for) all plans, permits, agreements and other documents associated with the Property and (b) forfeit all deposits paid to seller and assign to Seller the benefit of all amounts paid to Home Depot. For a period of sixty (60) days following Buyer's termination, Buyer shall remain obligated to perform any obligations of the HD Agreement, including any financial obligations or work product delivery commitments.

7. CLOSING. Seller shall deliver the property free and clear of all tenants and encumbrances and with marketable title and Buyer shall deliver the balance of the Purchase Price due at the Closing which shall occur at the offices of Buyer's attorneys within thirty (60) days of the completion of the closing of the easement purchase with Home Depot but in no event shall the Closing take place any later than 10 months from the signing of the HD Agreement.

8. PURCHASE & SALE AGREEMENT. Buyer and Seller will use their best good faith efforts to finalize and execute a Purchase & Sale Agreement within 60 days of acceptance of this Offer. Upon acceptance of this Offer, Seller agrees to take the Property off the market and further agrees not to deal with any other prospective buyer while negotiations proceed under this Offer. In the event that a mutually satisfactory Purchase & Sale Agreement is not executed by the expiration of the 60 day period despite good faith efforts by both parties, either party shall have the right to terminate this Offer.

9. BROKERAGE COMMISSION. Buyer and Seller represent and warrant to each other that they have not dealt with any brokers other than **Gull Realty and Paramount Partners LLC.** Seller is responsible to pay the above-listed broker(s) under a separate agreement.

10. MISCELLANEOUS. Each party shall be responsible for its own legal, advisory and miscellaneous expenses associated with the completion of this transaction. Documentary stamps and closing costs shall be apportioned per local custom (i.e. Seller pays for Documentary stamps and Buyer pays for recording of the deed.)

If the Seller is in agreement with the terms and conditions of this Offer, please have the appropriate authorized representatives so indicate by signing the space provided below and returning one (1) fully executed counterpart. When fully executed by both parties, this Offer shall constitute a binding agreement between Buyer and Seller for the purchase and sale of the Property on the terms and conditions set forth herein, notwithstanding the fact that Buyer and Seller anticipate executing a more detailed Purchase & Sale Agreement.

SELLER	**BUYER**
SEVEN HILLS HOLDING TRUST	Saxon Partners, LLC
Date: August 25 2009	Date: August 25, 2009
Signed: [signature]	Signed: [signature]
Name: ERNESTO V. CAPARROTTA	Name: Donald Smith
Title: TRUSTEE	Title: Vice President

7/22/2009

Ernesto V. Caparrotta, Trustee of
Seven Hills Holding Trust
195 Libbey Parkway, Unit Two
Weymouth, MA 02189

To: Gull Realty
Attn: Tom Baldwin
Re: Land off Pond Street, Rockland MA

I hereby confirm our agreement where, in the event that Saxon Partners of 174 Colony Place, Plymouth MA 02360, or their nominee, purchases a portion of the above referenced property for the amount of $5,200,000, then at the time of the closing, I (Seller) shall pay a fee of 3.75% of the $5,200,000 to Gull Realty 100. Furthermore, I hereby agree to pay an additional 1.75% to Vince Albanese of Paramount Partners, LLC.

Ernesto V. Caparrotta, Trustee

Ernesto V. Caparrotta, Trustee of
Seven Hills Holding Trust

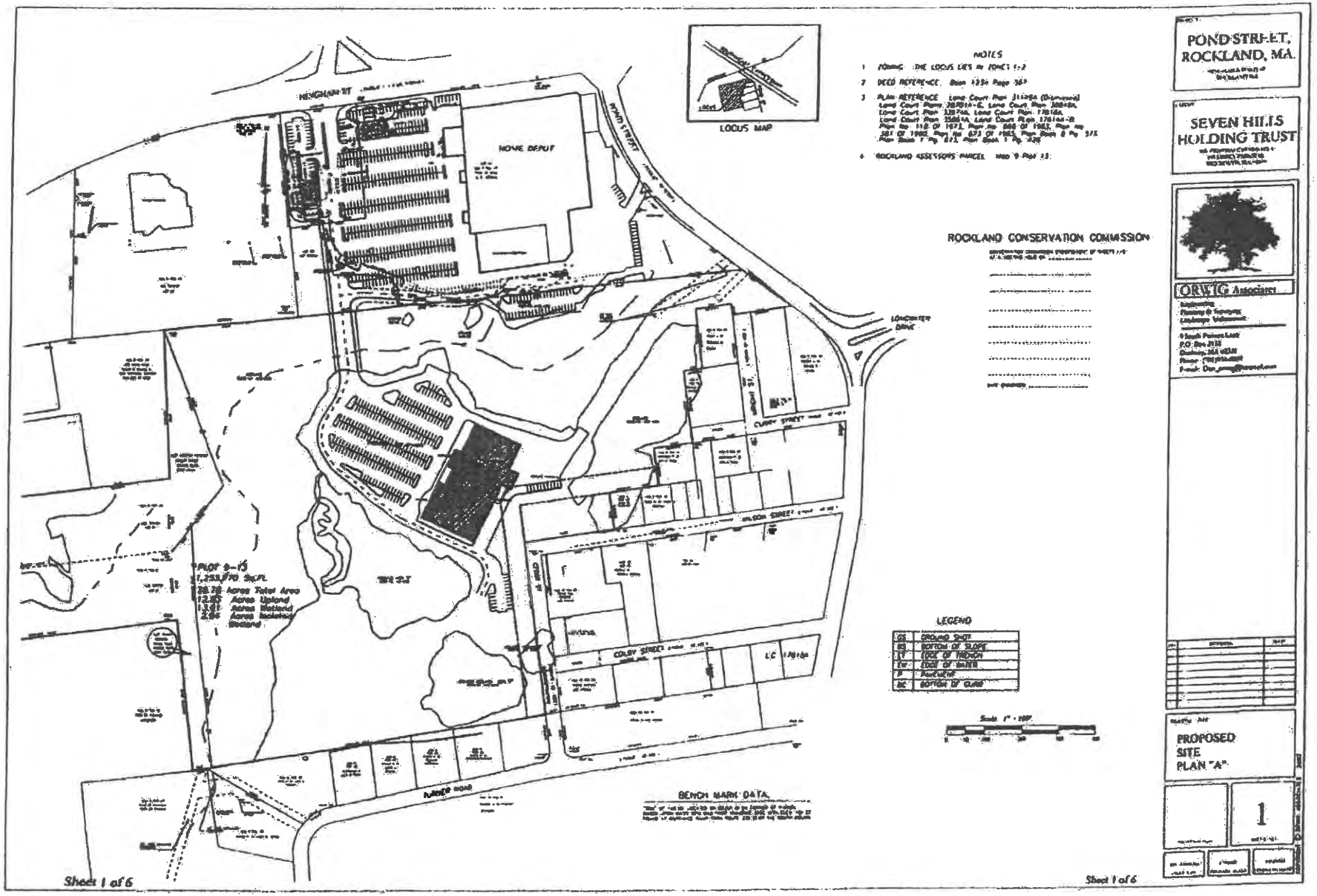
Agreed By:

Tom Baldwin

Edward Fenochietti

Ed Fenochietti

EXHIBIT A


POND STREET, ROCKLAND, MA.
SEVEN HILLS HOLDING TRUST
ORWIG Associates
PROPOSED SITE PLAN "A"
1
NOTES
LOCUS MAP
ROCKLAND CONSERVATION COMMISSION
LEGEND
BENCH MARK DATA
HOME DEPOT
HINGHAM ST
POND STREET
LONGWATER DRIVE
CURRY STREET
WILSON STREET
COLBY STREET
PLOT 9-15
Sheet 1 of 6
Sheet 1 of 6

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

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

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

Name of Proposed Project: Shinglemill

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

Total Number of Dwelling Units: 236

Total Number of Affordable Units: 59

Number of 50% AMI Affordable Units: _____

Number of 80% AMI Affordable Units: 59

Number of Market Rate Units: 177

Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	10	26	18	6	
Number of Bathrooms	1	1	2	2	
Square Feet/Unit	625	750	1,132	1,389	

Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	28	77	53	18	
Number of Bathrooms	1	1	2	2	
Square Feet/Unit	625	750	1,132	1,389	

Percentage of Units with 3 or More Bedrooms*: 10

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

Number of Handicapped Accessible Units: 12 Market Rate: 9 Affordable: 3

Gross Density (units per acre): 7.56

Net Density (units per buildable acre): 21.00

Residential Building Information

Building Type and Style *(single family detached, townhouse, multi-family)*	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Multi-Family	Construction	5	56	284,000	2

Non-Residential Building Information

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

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

Parking

Total Parking Spaces Provided: 293

Ratio of Parking Spaces to Housing Units: 1.24

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

Buildings: 4.8%

Parking and Paved Areas: 9.8%

Usable Open Space: 15.2%

Unusable Open Space: 3.2%

Lot Coverage: 24.6%

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

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

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

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

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

3.2 Graphic Representations of Project/Preliminary Architectural Plans

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

3.3 Narrative Description of Design Approach

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

3.4 Tabular Zoning Analysis

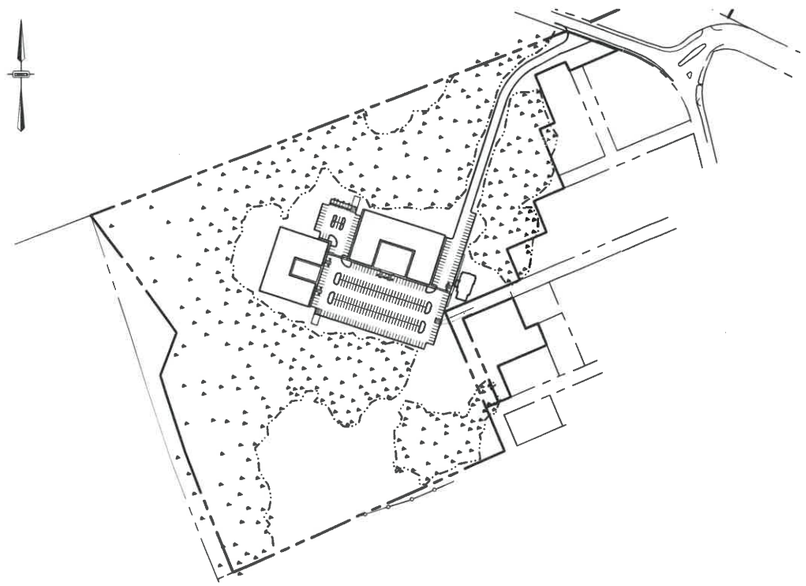
Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area, frontage, front, side and rear setbacks, maximum building coverage,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

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

3.1 Preliminary Site Layout

SHINGLEMILL
SITE PLANS
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

MASSGIS 2008 AERIAL PHOTO
SCALE: 1" = 500'



SCALE: 1" = 200'

DESCRIPTION	SHEET
COVER SHEET	1
NOTES & LEGEND	2
EXISTING CONDITIONS KEY PLAN	3
EXISTING CONDITIONS	4–7
KEY PLAN	8
SITE LAYOUT PLAN	9–10
EROSION CONTROL PLAN	11–12
GRADING & DRAINAGE PLAN	13–14
SITE UTILITIES PLAN	15–16
DETAIL SHEETS	17–19

SITE INFORMATION:

ZONING DISTRICT: INDUSTRIAL PARK–HOTEL H1
TOTAL GROSS AREA: 28.64 Ac.
TOTAL BUILDING AREA: 1.37 Ac.
TOTAL PAVEMENT & PARKING AREA: 2.81 Ac.
TOTAL WETLAND OPEN SPACE: 16.46 Ac.

PREPARED FOR:

SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

PREPARED ON:
October 29, 2019

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE: 508.697.3191, FAX: 508.697.5996
WEBSITE: www.coneco.com

SHINGLEMILL
0 POND STREET, ROCKLAND, MASSACHUSETTS 02370
REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE
		PROPERTY LINE ABUTTER
		EASEMENT LINE
		FLOOD ZONE
		EDGE OF WETLAND
		25' WETLAND BUFFER
		100' WETLAND BUFFER
		EDGE OF VERNAL POOL
		100' VERNAL POOL BUFFER
		EDGE OF BANK
		100' RIPARIAN ZONE
		200' RIPARIAN ZONE
105	50	MAJOR GROUND CONTOUR
107	49	MINOR GROUND CONTOUR
		RECHARGE BOUNDARY
		EDGE OF PAVEMENT
		CURB
	CCB	CAPE COD BERM
		BUILDING
		TREE LINE
		ROCK WALL
		TRAIN TRACKS
		DRAINAGE LINE
		GUARD RAIL
		POST AND RAIL FENCE
		CHAIN LINK FENCE
		GAS LINE
W	W	WATER LINE
S	S	SEWER LINE
OHW	OHW	OVERHEAD WIRE
T	T	TELEPHONE
S		SEWER MANHOLE
D		DRAIN MANHOLE
B	B	CATCH BASIN
TP-#	TP-#	TEST PIT
		UTILITY POLE
		GUY WIRE
		LIGHT POLE
		BOUND W/ DRILL HOLE
		RECHARGE CHAMBER
TB-#		BANK/WETLAND FLAG
WG	WG	WATER VALVE
GG	GG	GAS VALVE
		HYDRANT
		MONITORING WELL
		INSPECTION PORT
5	5	PARKING SPACE COUNT
		HAYBALE
		SEWER CLEAN OUT
		FLARED END SECTION
	D	DUMPSTER
		CULVERT
		DRUM
C	C	CESSPOOL
		FLOOR DRAIN
		BORING

ABBREVIATIONS

ABBREV.	DESCRIPTION
BC	BOTTOM OF CURB
BLDG	BUILDING
BM	BENCH MARK
BOS	BOTTOM OF SLOPE
BVW	BORDERING VEGETATED WETLAND
CATV	CABLE TELEVISION
CB	CATCH BASIN
CCB	CAPE COD BERM
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CLF	CLEAN OUT
CONC.	CONCRETE PAD
CPD	CORRUGATED POLYETHYLENE PIPE
CY	CUBIC YARD
DCB	DOUBLE CATCH BASIN
DEM	DEMOLISH
DET	DETENTION
DH	DRILL HOLE
DIA.	DIAMETER
DIM.	DIMENSION
DMH	DRAIN MANHOLE
DWG	DRAWING
ELEV.	ELEVATION
ELEC.	ELECTRIC
EM	ELECTRIC MANHOLE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WETLANDS
EXIST, EX.	EXISTING
FES	FLARED END SECTION
FF	FINISHED FLOOR
FFE	FIRST FLOOR ELEVEATION
FT	FOOT OR FEET
GG	GAS GATE
GR	GUARD RAIL
GRAN.	GRANITE
GV	GATE VALVE
GW	GROUND WATER
HGW	HIGH GROUNDWATER
HOR	HORIZONTAL
HW	HEADWALL
HYD	HYDRANT
IN	INCHES
INF. CH.	INFILTRATION CHAMBER
INST	INSTALLED
INV., I	INVERT
L	LENGTH
LB	LEACHING BASIN
LP	LIGHT POLE
LS	LANDSCAPING
MAT	MATERIAL
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MW	MONITORING WELL
N	NORTH
NAVD	NORTH AMERICAN VERTICAL DATUM
NO	NUMBER
NTS	NOT TO SCALE
N/F	NOW OR FORMERLY
OHW	OVERHEAD WIRE
OVHD	OVERHEAD
OW	OBSERVATION WELL
PKG	PARKING
PL	PROPERTY LINE
PROP., P	PROPOSED
PT	POINT OR POINT OF TANGENT
PVC	POLYVINYL CHLORIDE PIPE
R	RIM
R&R	REMOVE & RESET/REPLACE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RD#	ROOF DRAIN NUMBER
RED	REDUCER
RELOC	RELOCATE
REM	REMOVE
RET	RETAIN, RETAINING OR RETENTION
ROW	RIGHT OF WAY
RR	RAILROAD
RWL	RETAINING WALL
S	SLOPE
SCB	STORMCEPTOR CATCH BASIN (WATER QUALITY CATCH BASIN)
SD	SUBDRAIN
SEC.	SECTION
SF	SQUARE FEET
SMH	SEWER MANHOLE
SP	STANDPIPE
SPEC.	SPECIFICATION
STD	STANDARD
SW	SIDEWALK
TB	TEST BORING
TBR	TO BE REMOVED
TC	TOP OF CURB
TEK., T	TELEPHONE
TMH	TELEPHONE MANHOLE
TOB	TOP OF BANK
TOF	TOP OF FOUNDATION
TOS	TOP OF SLOPE
TP	TEST PIT
TS&V	TAPPING SLEEVE & VALVE
TYP.	TYPICAL
UP	UTILITY POLE
VERT	VERTICAL
WG/V	WATER GATE/VALVE
WGR	WOODEN GUARD RAIL
WM	WATER METER
WMH	WATER MAN HOLE

NOTES

GENERAL:

1. THE CONTRACTOR SHALL NOTIFY "DIGSAFE" (1-888-DIGSAFE) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE EXCAVATING.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. CONSTRUCTION ACTIVITIES SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS.
3. UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN NECESSARY PERMITS, PAY FEES, AND POST BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS, IN THE SPECIFICATIONS, AND IN THE CONTRACT DOCUMENTS.
4. SITE SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
5. AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
6. IN THE EVENT THAT SUSPECTED CONTAMINATED SOIL, GROUNDWATER OR OTHER MEDIA ARE ENCOUNTERED DURING EXCAVATION AND CONSTRUCTION ACTIVITIES BASED ON VISUAL, OLFACTORY, OR OTHER EVIDENCE, THE CONTRACTOR SHALL STOP WORK IN THE VICINITY OF THE SUSPECT MATERIAL TO AVOID FURTHER SPREADING OF THE MATERIAL, AND SHALL NOTIFY THE OWNER IMMEDIATELY SO THAT THE APPROPRIATE TESTING AND SUBSEQUENT ACTION CAN BE TAKEN.
7. SITE CLEARING SHALL BE LIMITED TO THE EROSION CONTROL LINE AND/OR THE LIMIT OF GRADING IN AREAS WHERE EROSION CONTROL LINE IS NOT REQUIRED. CARE SHOULD BE TAKEN TO PROTECT EXISTING TREES OUTSIDE OF THIS LINE, THEREBY MAINTAINING A NATURAL BUFFER TO THE GREATEST EXTENT POSSIBLE.
8. DEGRADED AND DAMAGED EROSION CONTROLS TO BE REPLACED BY THE CONTRACTOR UNTIL FINAL SOIL STABILIZATION METHODS HAVE BEEN ESTABLISHED.
9. BUILDING HEIGHTS SHALL CONFORM TO LATEST ARCHITECTURAL DESIGN PLANS, BUT SHALL NOT EXCEED FORTY (40) FEET.

LAYOUT & MATERIALS:

1. DIMENSIONS ARE FROM THE FACE OF CURB, FACE OF BUILDING, FACE OF WALL AND CENTER LINE OF PAVEMENT MARKINGS, UNLESS OTHERWISE NOTED.
2. CONCRETE BOUNDS AND ANY EXISTING PROPERTY LINE MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE SET OR RESET BY A PROFESSIONAL LAND SURVEYOR.

EXISTING CONDITIONS INFORMATION:

1. THE PROPERTY IS REFERENCED BY THE TOWN OF ROCKLAND ASSESSOR'S ID 9-13.
2. OWNER OF RECORD ACCORDING TO ASSESSORS RECORDS:
   C/O CAPARROTTA MAURICE TRUST
   195 LIBBEY PARKWAY UNIT #2
   BOOK 49955, PAGE 339
3. ELEVATIONS REFER TO NAVD 88.
4. WETLANDS DELINEATED BY WETLANDS STRATEGIES, INC. MAY & SEPTEMBER 2018 AND FIELD LOCATED BY ATLANTIC DESIGN ENGINEERS, INC.
5. TOPOGRAPHIC INFORMATION IS A RESULT OF A COMBINATION OF LIDAR TERRAIN AND ELEVATION DATA FROM MASSGIS, AND AN ON THE GROUND TOPOGRAPHIC SURVEY PERFORMED BY CONECO ENGINEERS & SCIENTISTS.
6. LOCUS PROPERTY IN IN ZONE X AND ZONE A, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 25023C0092J DATED JULY 17, 2012.
7. UNDERGROUND UTILITY LOCATION AS SHOWN HEREON ARE TAKEN FROM AVAILABLE RECORD AND FIELD INFORMATION AND ARE APPROXIMATE ONLY. BEFORE PLANNING ANY CONSTRUCTION, DIGSAFE AND THE VARIOUS UTILITY COMPANY ENGINEERING DEPARTMENTS SHOULD BE CONSULTED.
8. TREE SYMBOLS ARE FOR GRAPHIC PURPOSES ONLY AND DO NOT REPRESENT ACTUAL CANOPY LINES.

LANDSCAPING:

1. ALL AREAS CLEARED AND/OR DISTURBED SHALL BE BROUGHT TO WITHIN 4 INCHES OF FINAL GRADE AND FINISHED WITH 4 INCHES OF LOAM AND SEED EXCEPT WHERE OTHER FINISHES ARE PROPOSED (REFER TO PLANS).
2. CONTRACTOR IS RESPONSIBLE FOR REPLACING (IN KIND) ALL DEAD OR DYING PLANT MATERIAL FOR A PERIOD OF 2 YEARS AFTER INITIAL PLANTING.

UTILITIES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES. THE CONTRACTOR SHALL VERIFY AND DETERMINE THE EXACT LOCATION, SIZE, AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, OR EXISTING CONDITIONS DIFFER FROM THOSE SHOWN SUCH THAT THE WORK CANNOT BE COMPLETED AS INTENDED, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED IN WRITING TO THE OWNER'S REPRESENTATIVE FOR THE RESOLUTION OF THE CONFLICT. FAILURE TO PROVIDE OR PERFORM THE ABOVE PRIOR TO PERFORMING ANY WORK SHALL NOT BE GROUNDS FOR EXTRA PAYMENTS TO THE CONTRACTOR.
3. SET CATCH BASIN RIMS, AND INVERTS OF DRAINS AND DITCHES IN ACCORDANCE WITH ELEVATIONS ON THE GRADING AND DRAINAGE PLAN.
4. RIM ELEVATIONS FOR DRAIN MANHOLES AND OTHER SUCH ITEMS ARE APPROXIMATE AND SHALL BE ADJUSTED AS FOLLOWS:
   - PAVEMENTS, CONCRETE SURFACES, AND ALL SURFACE TYPES ALONG ACCESSIBLE ROUTES- SET FLUSH WITH FINISH GRADES.
   - LANDSCAPE, LOAM AND SEED, AND OTHER EARTH SURFACE AREAS- SET 1 INCH ABOVE SURROUNDING AREA AND TAPER EARTH TO THE RIM ELEVATION.
5. THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE, ELECTRIC, FIRE ALARM, ETC.). FINAL DESIGN LOADS AND LOCATIONS TO BE COORDINATED WITH OWNER AND ARCHITECT.
6. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR AND SHALL BE RESPONSIBLE FOR PAYING FEES FOR POLE RELOCATION AND FOR THE ALTERATION AND ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE, FIRE ALARM, AND ANY OTHER PRIVATE UTILITIES, WHETHER WORK IS PERFORMED BY CONTRACTOR OR BY THE UTILITY COMPANY.
7. UTILITY PIPE MATERIALS SHALL BE AS FOLLOWS, UNLESS OTHERWISE NOTED ON THE PLAN:
   - STORM DRAINAGE PIPES SHALL BE DOUBLE WALL, SMOOTH INTERIOR HIGH DENSITY POLYETHYLENE (HDPE)

SITE DEVELOPMENT TABLES

TOTAL SITE AREA: 1,247,642 S.F. (28.64± ACRES)

ZONING TABLE

ZONE: H1 – INDUSTRIAL PARK-HOTEL
USES: RESIDENTIAL APARTMENTS

	REQUIRED	PROVIDED
LOTS		
MIN. AREA	N/A	28.64 ACRES.
MIN. FRONTAGE	N/A	165 FT
BUILDINGS		
MAX. BUILDING LOT COVERAGE	50%	4.5%
MIN. FRONT YARD	50 FT	707 FT
MIN. SIDE YARD	30 FT*	5 FT
MIN. REAR YARD	30 FT*	275 FT
MAX. BUILDING STORIES	3 STORIES	5 STORIES
MAX. BUILDING HEIGHT	36 FT	56 FT

*50 FEET IF THE ABUTTING LAND IS WITHIN ANY RESIDENTIAL DISTRICT

LOCUS MAP
Scale: 1" = 1000'

REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

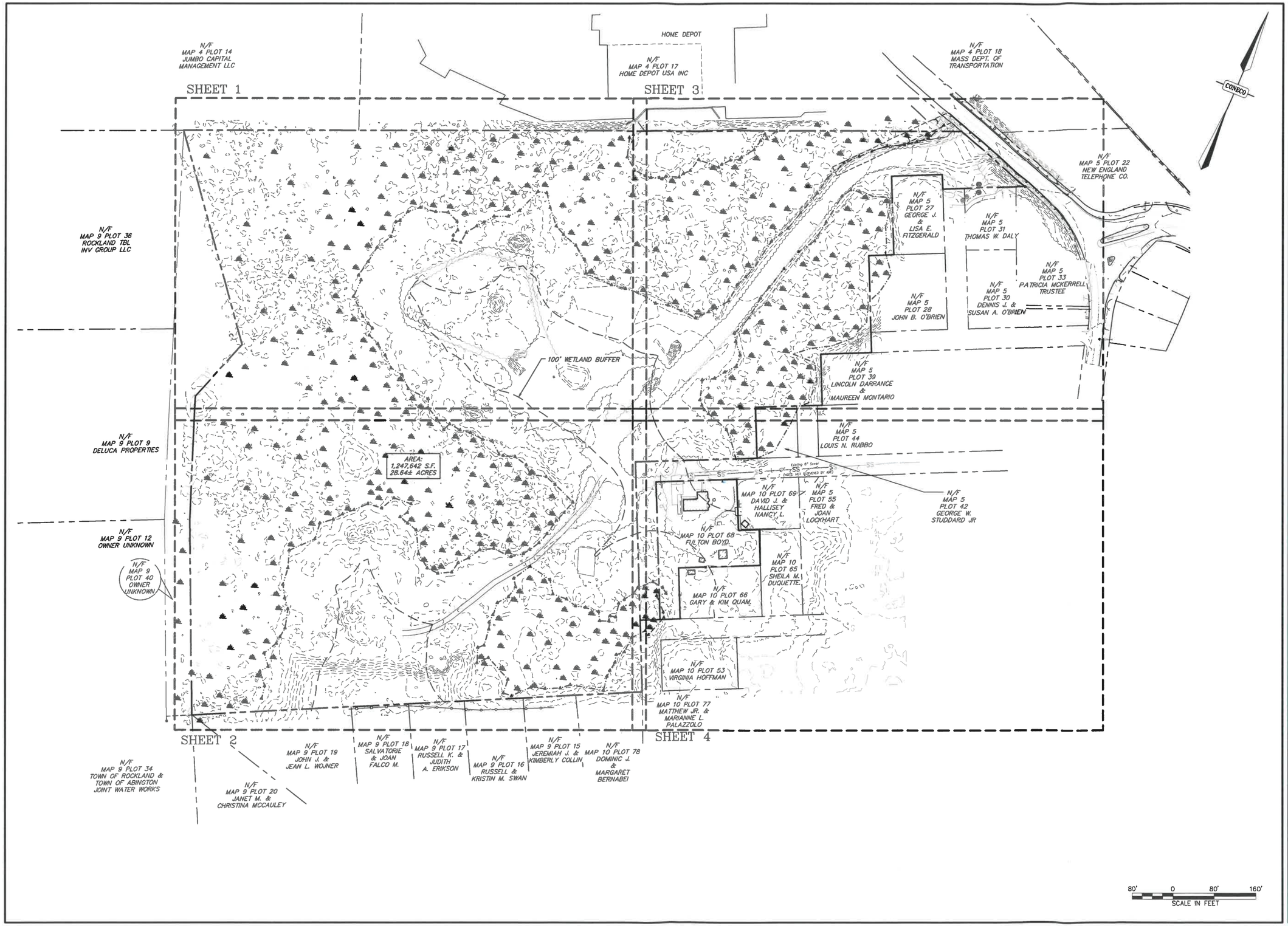
DRAWING: NOTES & LEGEND

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET: SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	AS SHOWN
PROJECT NO.	3395.1
SHEET NO.	2 OF 19



REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

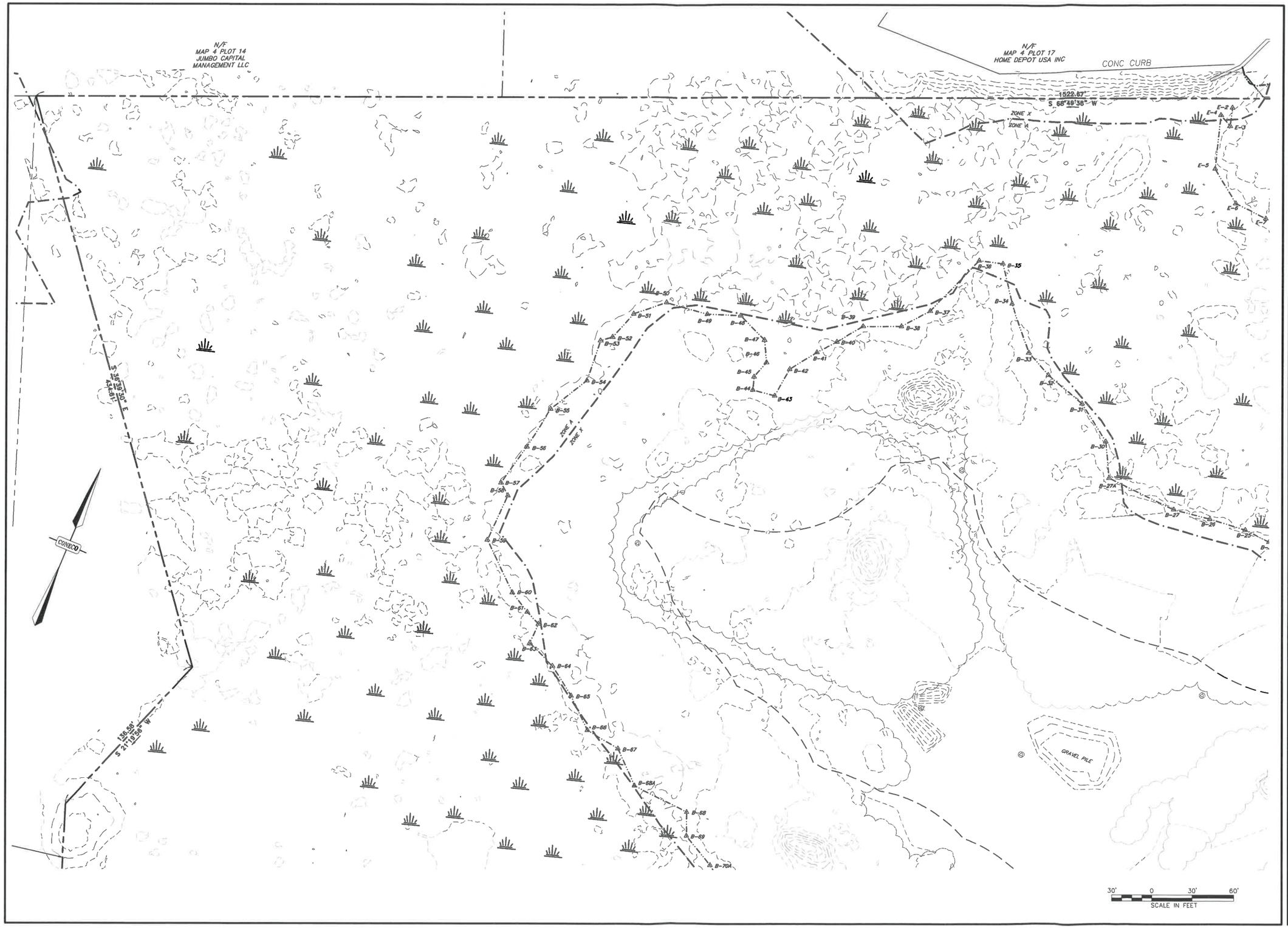
DRAWING:
EXISTING CONDITIONS KEY PLAN

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-546-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 80'
PROJECT NO.	3395.1
SHEET NO.	3 OF 19



REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

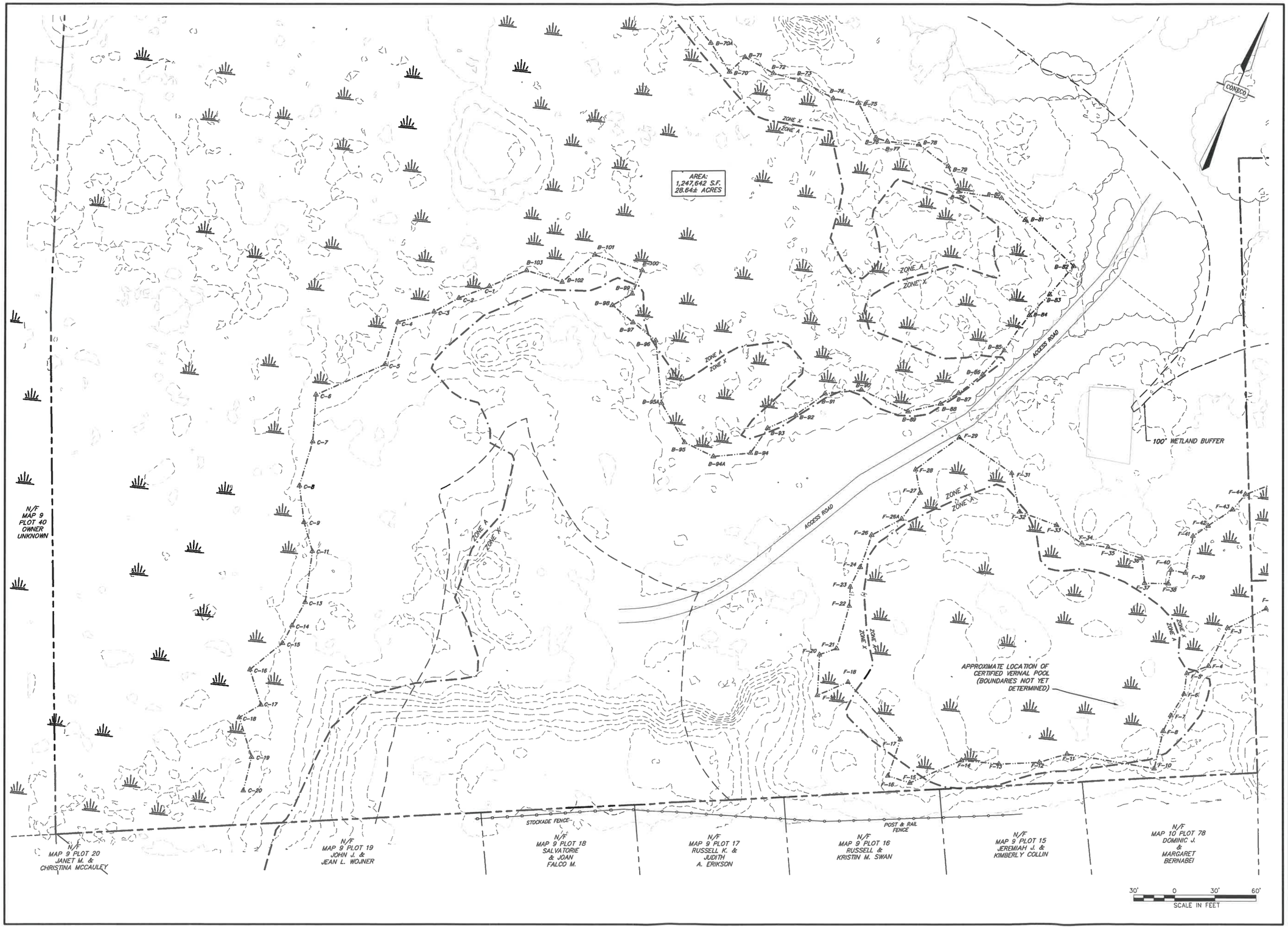
DRAWING:
EXISTING CONDITIONS
SHEET 1 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE: 508-697-3191 OR 800-348-3355; FAX: 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	4 OF 19



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
41 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

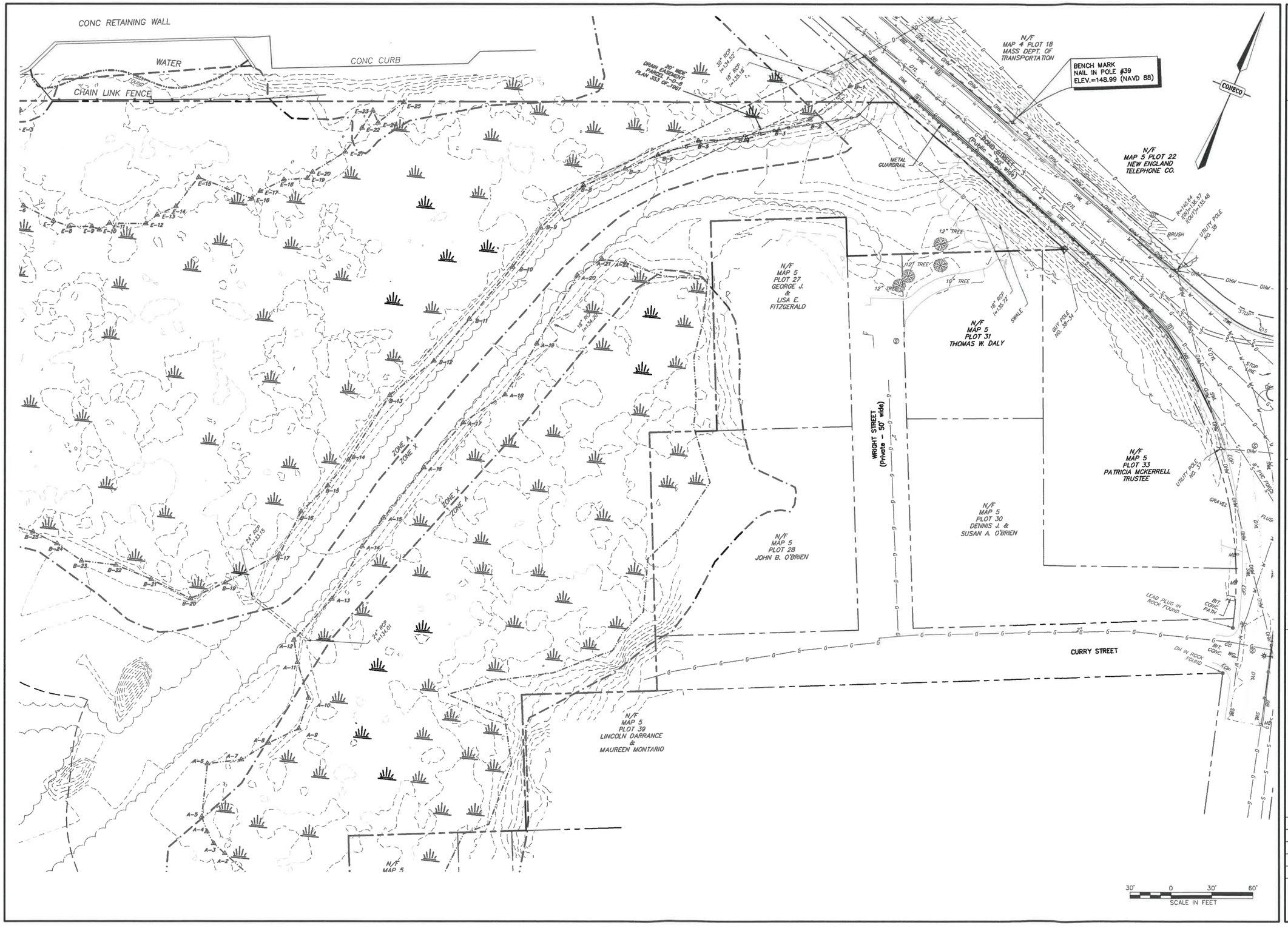
DRAWING:
EXISTING CONDITIONS
SHEET 2 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355, FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	5 OF 19



NO.	DATE	DESCRIPTION	DR/CK

REVISIONS

PREPARED FOR: SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

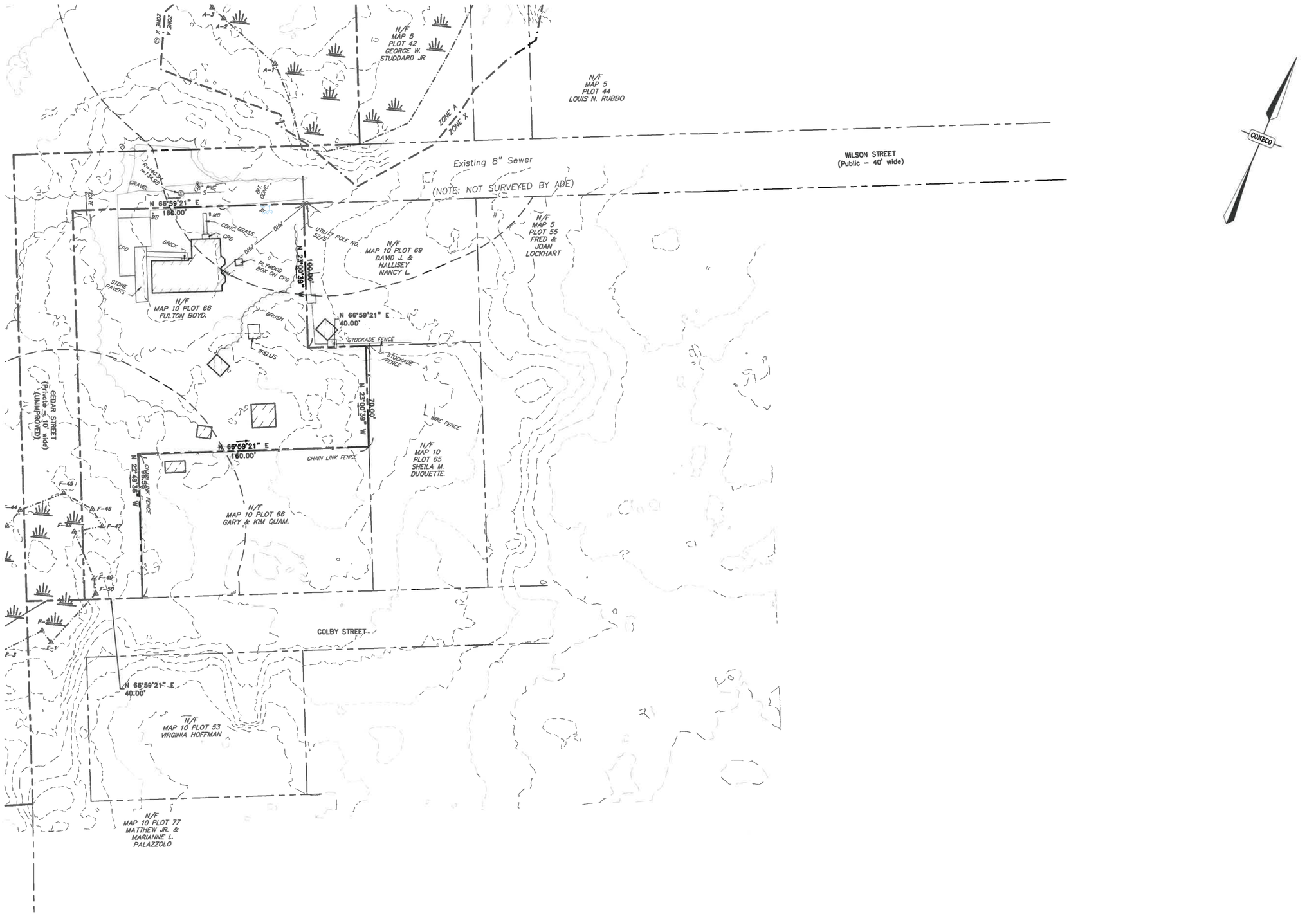
PROJECT: SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

DRAWING: EXISTING CONDITIONS
SHEET 3 OF 4

PLAN SET: SITE PLANS

CONECO Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355 FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	6 OF 19



REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
EXISTING CONDITIONS
SHEET 4 OF 4

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-248-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	7 OF 19

REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
SITE LAYOUT PLAN

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

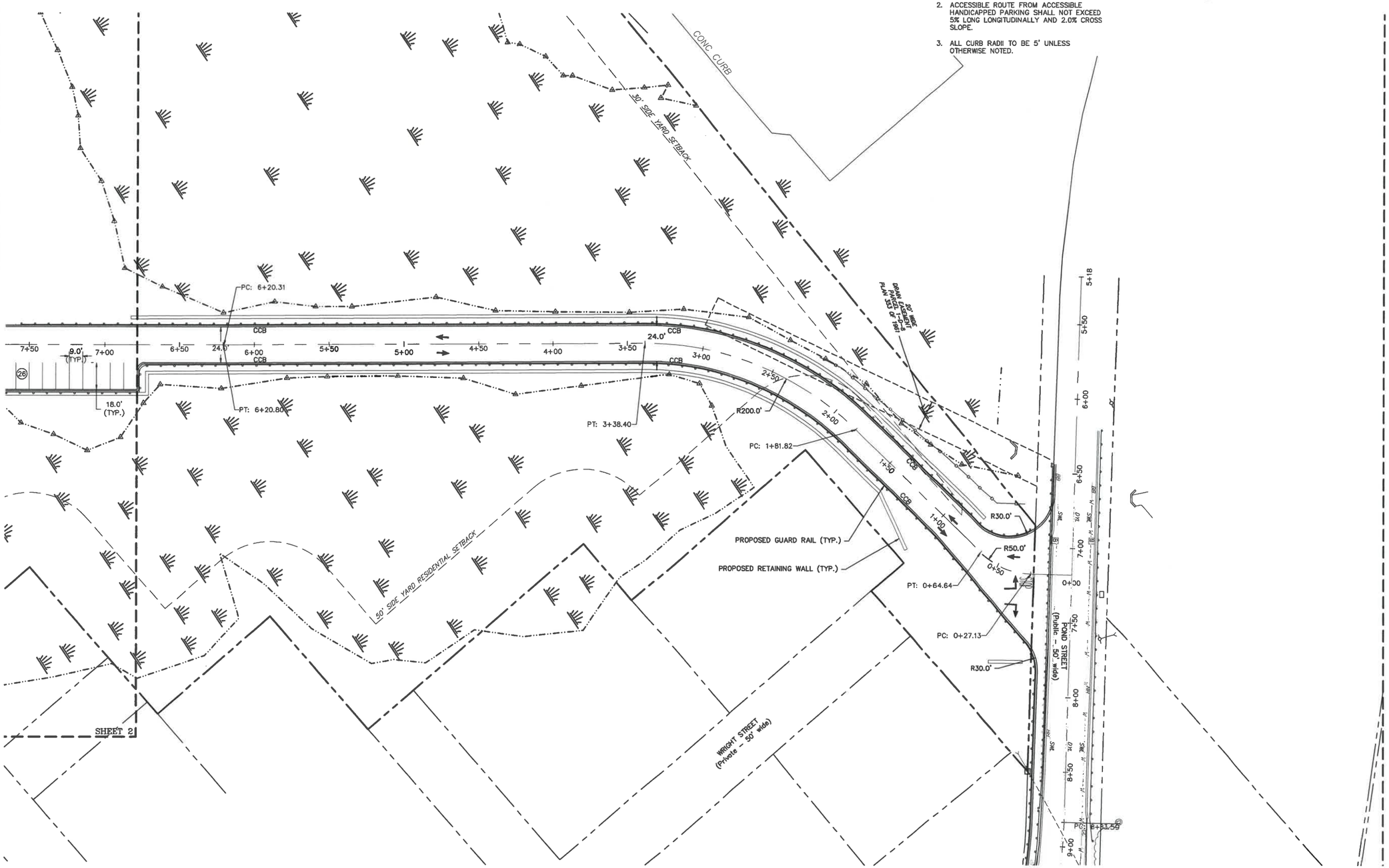
PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3311, OR 800-546-3333, FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 80'
PROJECT NO.	3395.1
SHEET NO.	8 OF 19

NOTES:

1. MAXIMUM SLOPE IN HANDICAPPED PARKING AREA IS 2.0%
2. ACCESSIBLE ROUTE FROM ACCESSIBLE HANDICAPPED PARKING SHALL NOT EXCEED 5% LONG LONGITUDINALLY AND 2.0% CROSS SLOPE.
3. ALL CURB RADII TO BE 5' UNLESS OTHERWISE NOTED.



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
SITE LAYOUT PLAN
SHEET 1 OF 2

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

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PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5996
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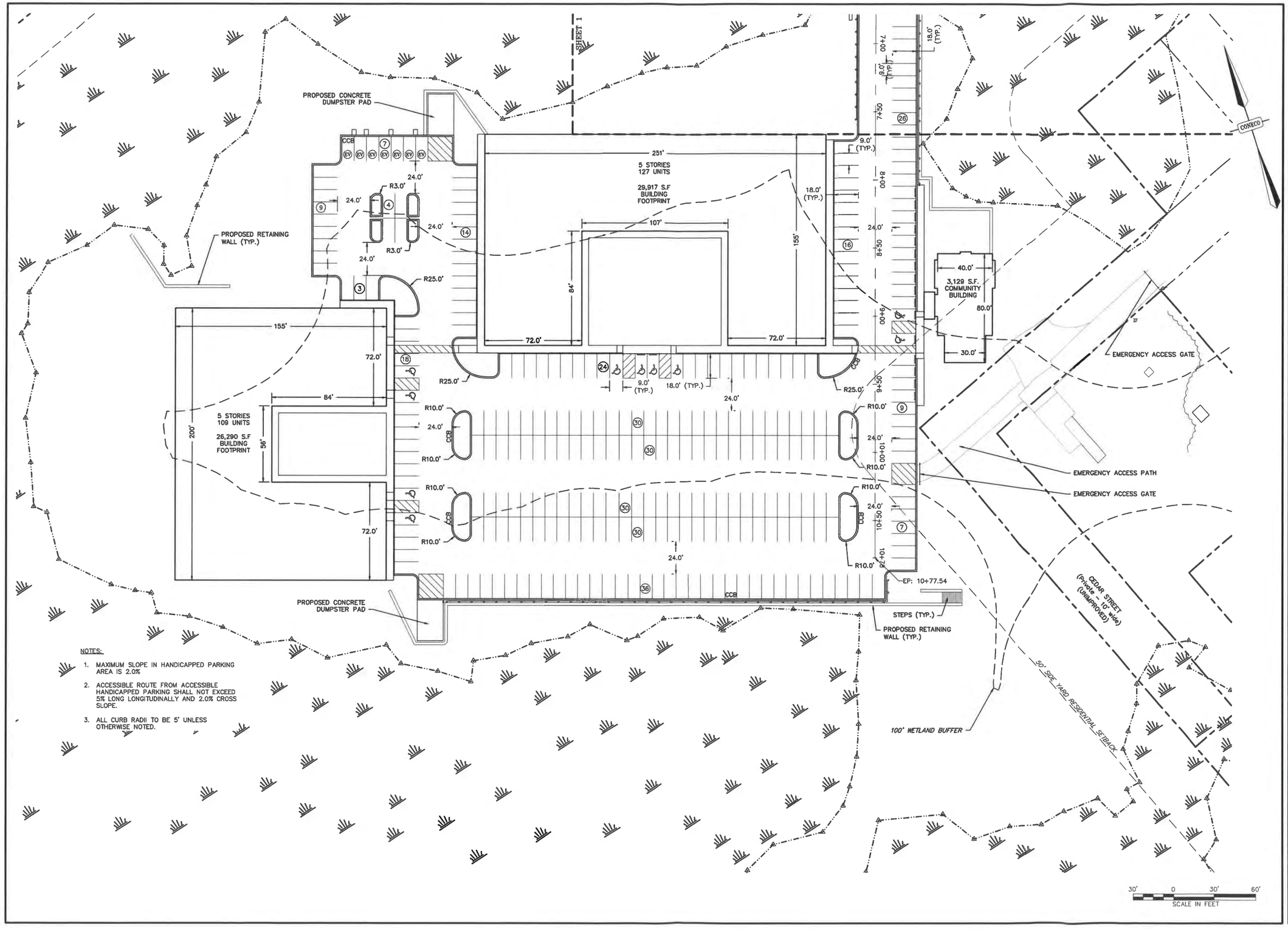
DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	9 OF 19



NOTES:

1. MAXIMUM SLOPE IN HANDICAPPED PARKING AREA IS 2.0%
2. ACCESSIBLE ROUTE FROM ACCESSIBLE HANDICAPPED PARKING SHALL NOT EXCEED 5% LONG LONGITUDINALLY AND 2.0% CROSS SLOPE.
3. ALL CURB RADII TO BE 5' UNLESS OTHERWISE NOTED.

REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
SITE LAYOUT PLAN
SHEET 2 OF 2

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

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Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-248-3355, FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	10 OF 19

PROPOSED TREE LINE

PROPOSED LIMIT OF WORK AND EROSION CONTROL LINE

PROPOSED LIMIT OF WORK AND EROSION CONTROL LINE

20' WIDE DRAIN EASEMENT-5 PARCEL 1 PLAN 353 OF 1987

PROPOSED DRAINAGE BASIN TO BE RELOCATED

GUARD RAIL TO REMOVED

CONECO

25' MIN.

50' MIN.

PROPOSED STABILIZED CONSTRUCTION EXIT

POND STREET (Public - 50' wide)

BENCH MARK #39 NAIL IN POLE ELEV.=145.99 (NAVD 88)

WRIGHT STREET (Private - 50' wide)

SHEET 2

30' 0 30' 60'

SCALE IN FEET

REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:

SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

PROJECT:

SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

DRAWING:

EROSION CONTROL PLAN
SHEET 1 OF 2

PLAN SET:

SITE PLANS

CONECO Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3350; FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	11 OF 19

REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR: SHINGLEMILL LLC
41 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

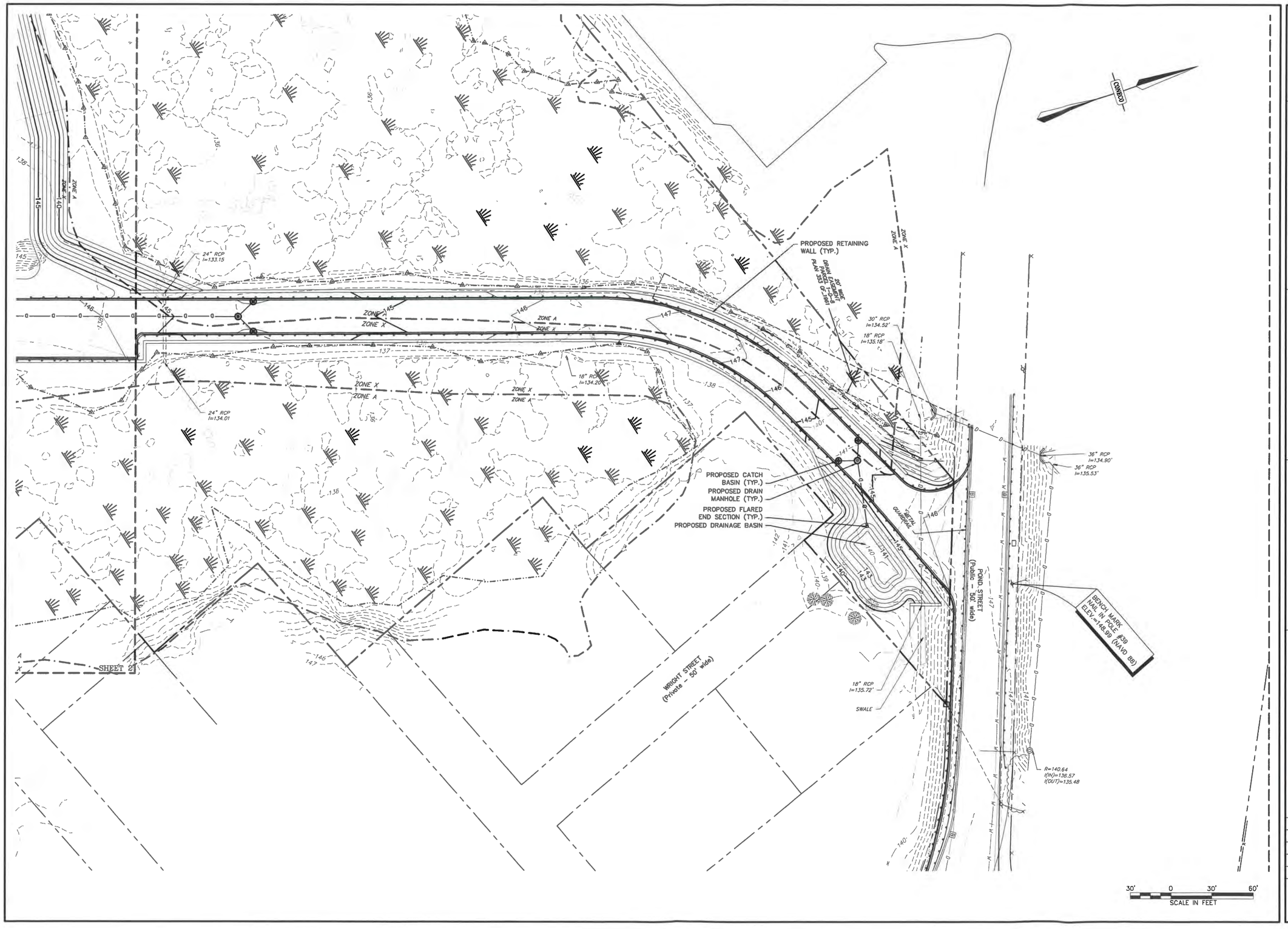
DRAWING: EROSION CONTROL PLAN
SHEET 2 OF 2

PROJECT: SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET: SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3519, OR 800-649-3535, FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	12 OF 19



REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

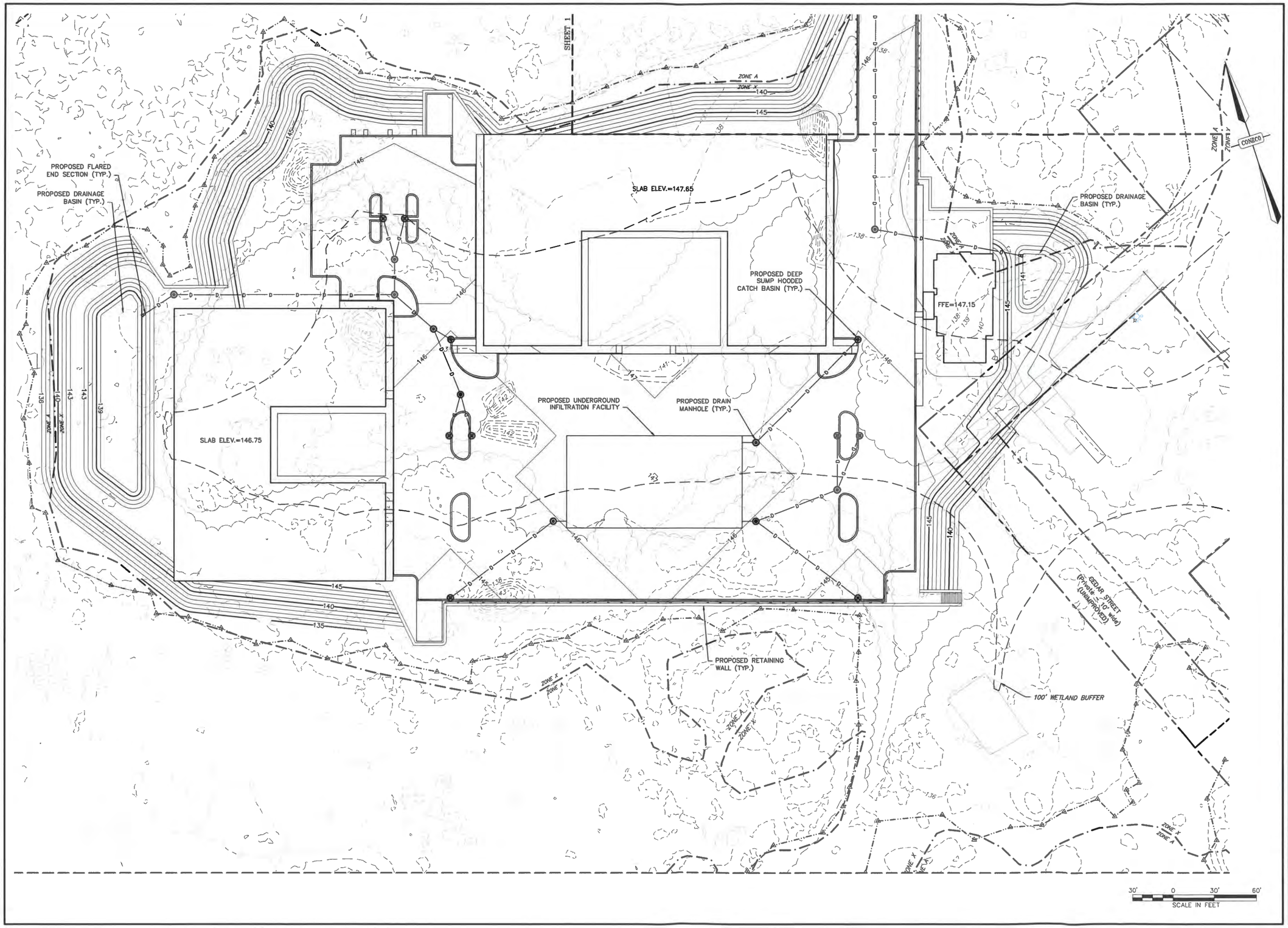
DRAWING
GRADING AND DRAINAGE PLAN
SHEET 1 OF 2

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3591 OR 800-548-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	13 OF 19



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

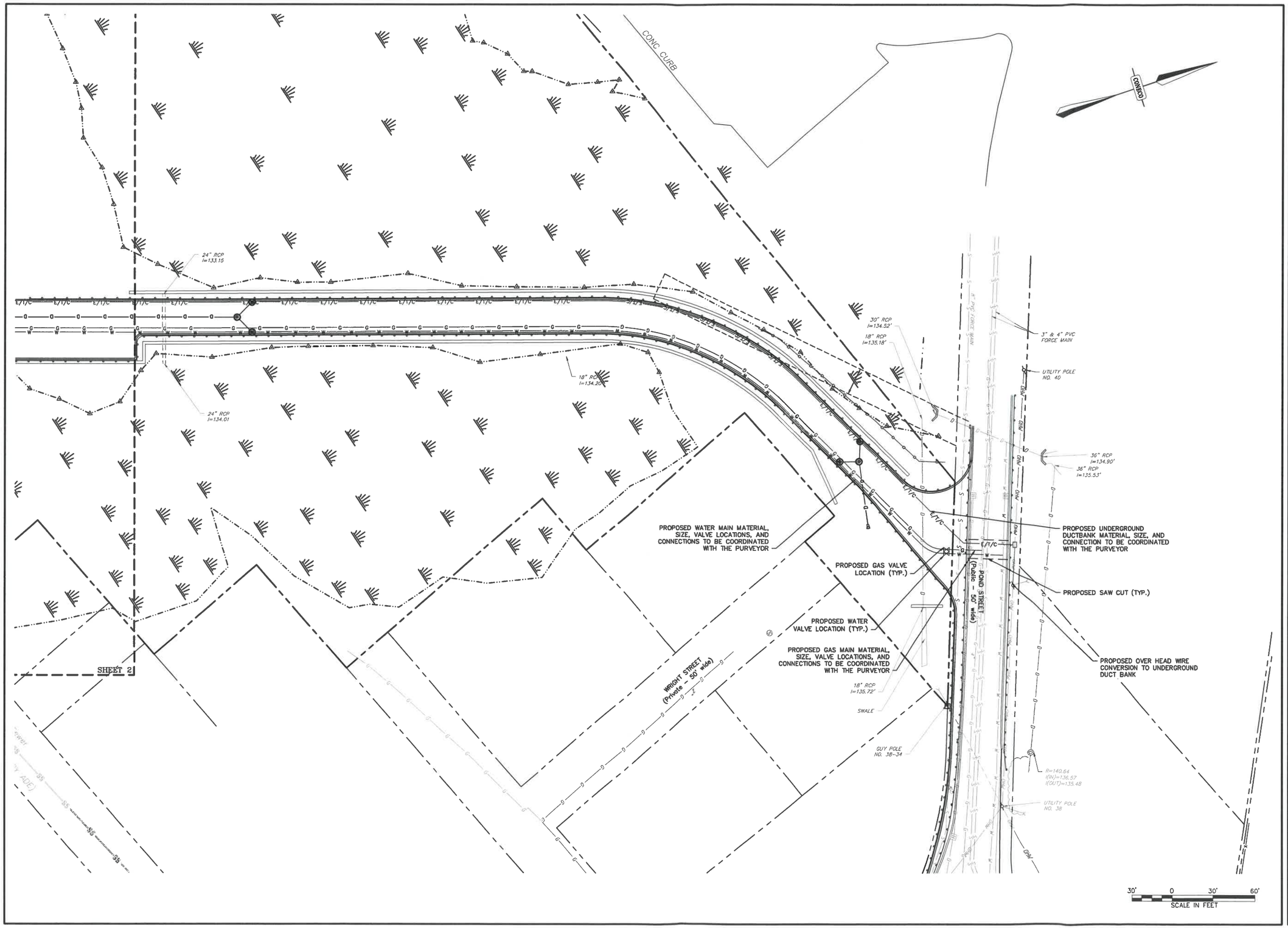
DRAWING:
GRADING AND DRAINAGE PLAN
SHEET 2 OF 2

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE: 508-697-3191 OR 800-548-3355; FAX: 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	14 OF 19



REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
SITE UTILITIES PLAN
SHEET 1 OF 2

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

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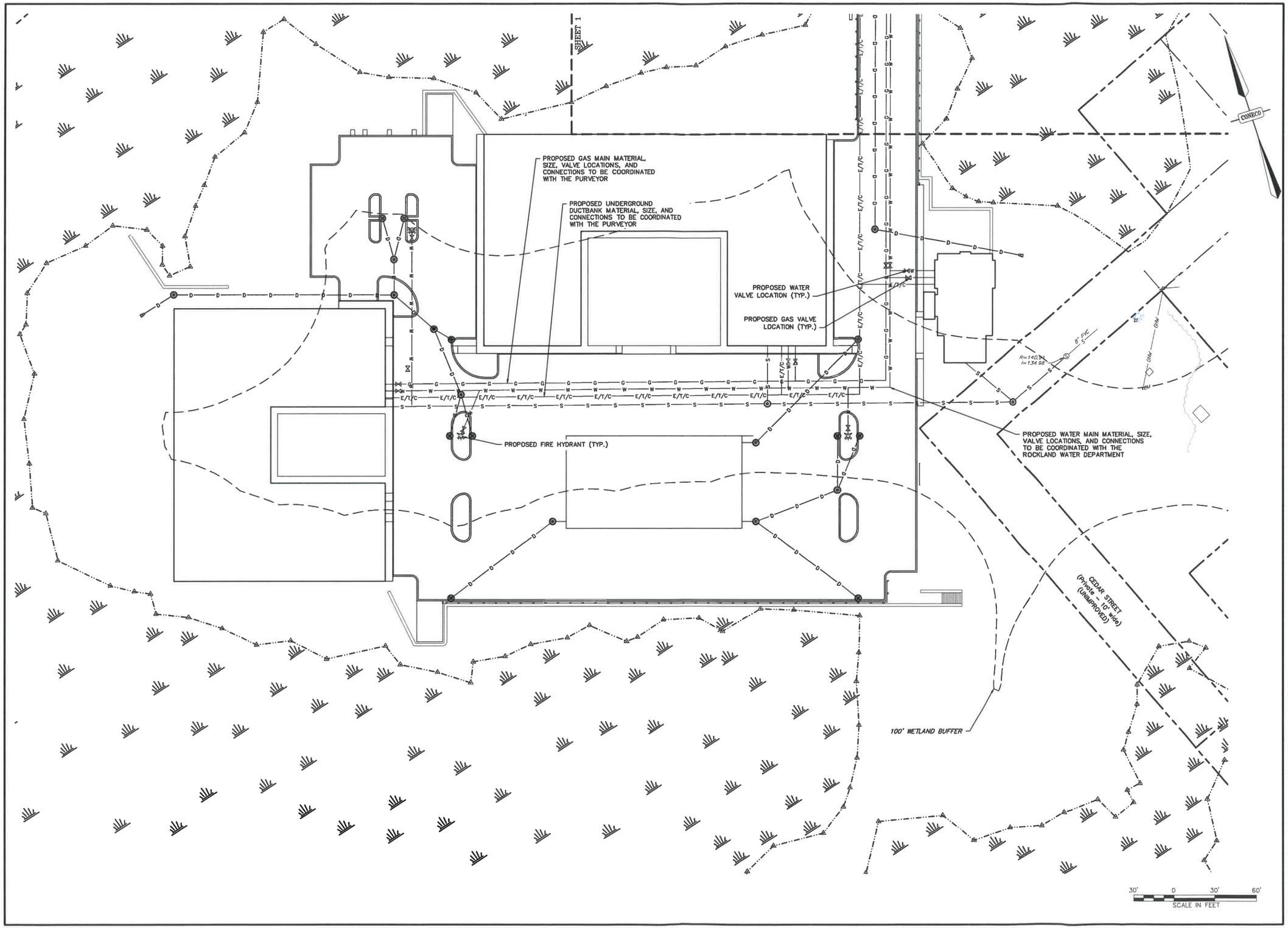
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3511, OR 800-466-3555 FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: DAH
DRAFTED: DJD	IN CHARGE: JEN
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	15 OF 19



REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
SITE UTILITIES PLAN
SHEET 2 OF 2

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

CONECO
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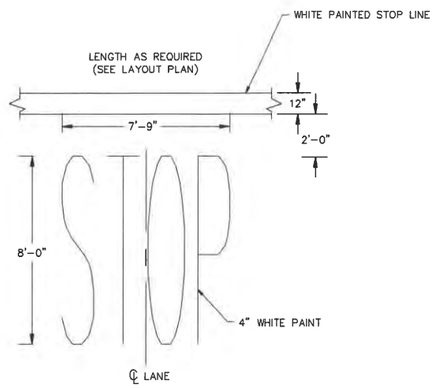
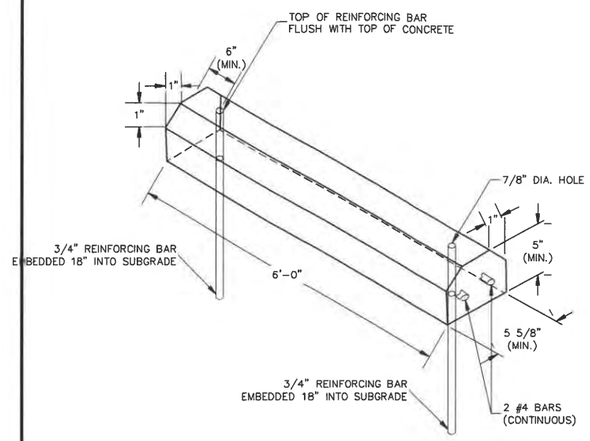
PHONE 508-697-3131 OR 800-548-3355, FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	1" = 30'
PROJECT NO.	3395.1
SHEET NO.	16 OF 19

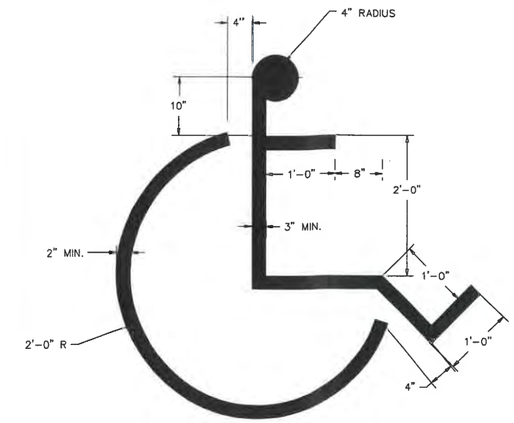


NOTE:
PAVEMENT MARKINGS TO BE INSTALLED IN LOCATIONS SHOWN ON THE PLANS

PAINTED PAVEMENT MARKINGS
N.T.S.

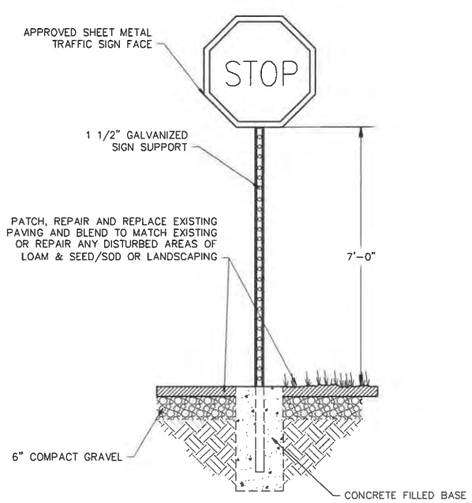


PRECAST PARKING BUMPER
N.T.S.

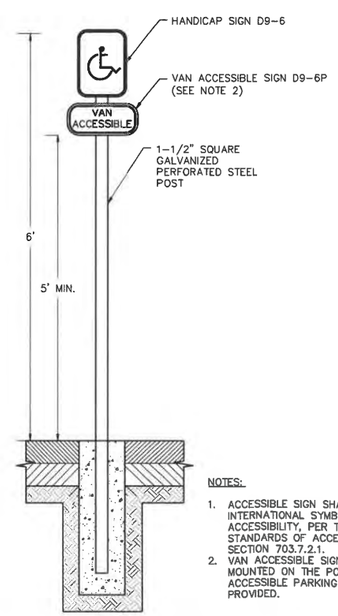


NOTE:
SYMBOL SHALL BE CENTERED IN THE PARKING STALL.

ACCESSIBLE PARKING STALL SYMBOL
N.T.S.



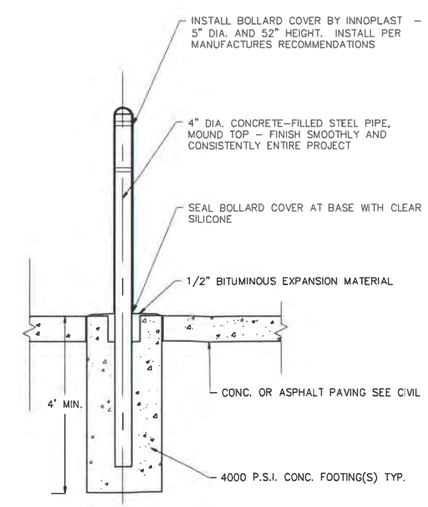
STOP SIGN (R1-1)
N.T.S.



NOTES:

1. ACCESSIBLE SIGN SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, PER THE ADA STANDARDS OF ACCESSIBLE DESIGN, SECTION 703.7.2.1.
2. VAN ACCESSIBLE SIGN SHALL BE MOUNTED ON THE POST WHERE VAN ACCESSIBLE PARKING SPACES ARE PROVIDED.

ACCESSIBLE PARKING SIGN (D9-6)&(D9-6P)
N.T.S.



4" BOLLARD DETAIL
N.T.S.

REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

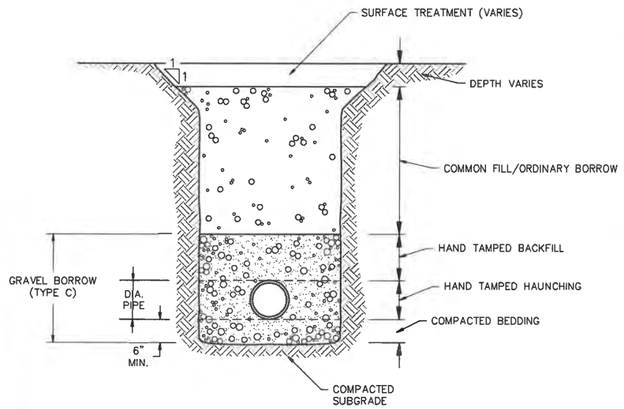
DRAWING:
DETAILS
SHEET 1 OF 3

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

PLAN SET:
SITE PLANS

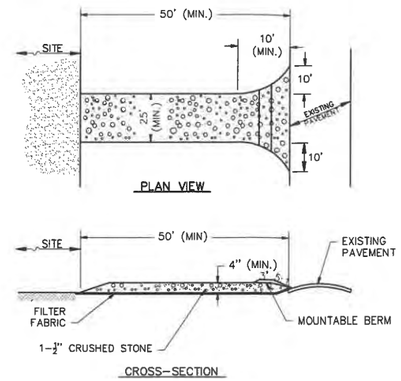
CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-5170 (800-54-CONECO) FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	N.T.S.
PROJECT NO.	3395.1
SHEET NO.	17 OF 19



UTILITY TRENCH

N.T.S.

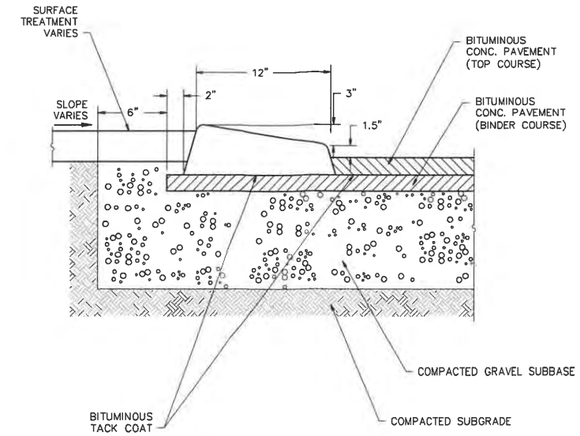


NOTES:

1. ENTRANCE WIDTH SHALL BE A TWENTY-FIVE (25) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR OR CLEANOUT OF ANY MEASURES USED TO REAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY. BERM SHALL BE PERMITTED.
3. PERIODIC INSPECTION AND MAINTENANCE SHALL BE PROVIDED AS NEEDED.

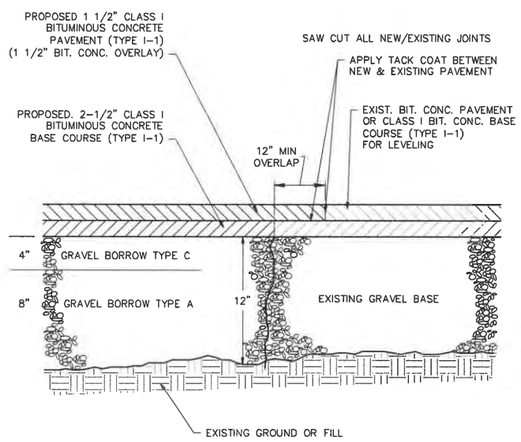
STABILIZED CONSTRUCTION EXIT

N.T.S.



CAPE COD BERM (CCB)

N.T.S.

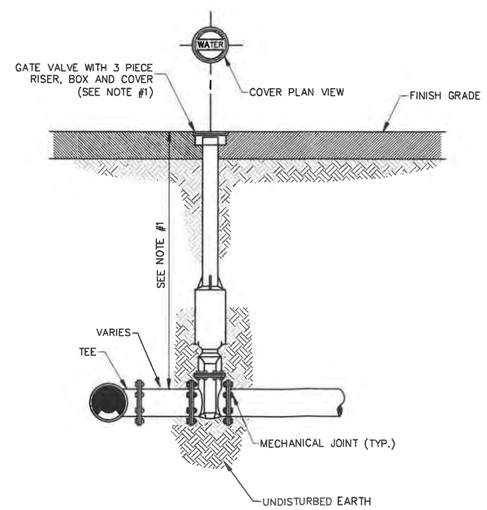


NOTES:

1. GRAVEL BORROW TYPE C IS MASS HIGHWAY SECTION M1.03.0, 2 INCHES LARGEST DIMENSION.
2. GRAVEL BORROW TYPE A IS MASS HIGHWAY SECTION M1.03.0, 6 INCHES LARGEST DIMENSION.
3. GRAVEL BORROW SHALL BE COMPACTED TO 95% PROCTOR DENSITY.

TYPICAL PAVEMENT SECTION

N.T.S.

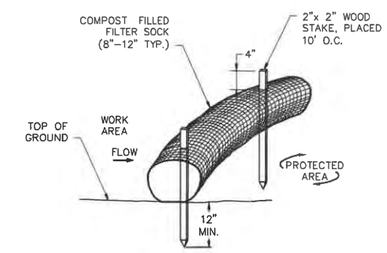


NOTE:

1. DEPTH OF BURIAL, GATE VALVE, ROAD BOX & CONNECTION SHALL BE DETERMINED BY THE ONSET WATER DEPARTMENT.
2. CONCRETE THRUST BLOCKS TO BE USED ONLY WHERE THEY CAN BEAR ON UNDISTURBED EARTH. USE CLAMPS AND TIE RODS OR OTHER ACCEPTABLE METHOD OF JOINT RESTRAINT WHERE SOIL CONDITIONS PROHIBIT THE USE OF THRUST BLOCKS.

WATER GATE

N.T.S.



NOTES:

1. SHALL BE AS MANUFACTURED BY EARTHSAVER OR APPROVED EQUAL.
2. ENDS SHALL OVERLAP A MINIMUM OF 12 INCHES.
3. SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS, AND REPAIR OR REPLACEMENT SHALL BE PERFORMED PROMPTLY AS NEEDED.
4. TEMPORARY TO BE REMOVED BY CONTRACTOR. ALL OTHERS TO REMAIN IN PLACE UNLESS DIRECTED OTHERWISE BY ENGINEER.
5. IF NON BIODEGRADABLE NETTING IS USED THE NETTING SHALL BE COLLECTED AND DISPOSED OF OFFSITE.

COMPOST FILTER SOCK EROSION CONTROL BARRIER

N.T.S.

REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

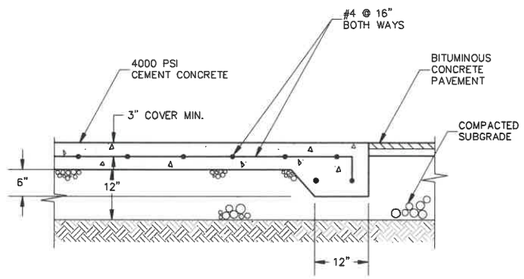
DRAWING:
DETAILS
SHEET 1 OF 3

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

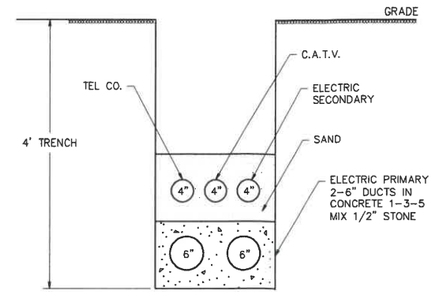
PLAN SET:
SITE PLANS

CONECO
Engineers & Scientists
4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE 508-697-3191 OR 800-548-3355; FAX 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	N.T.S.
PROJECT NO.	3395.1
SHEET NO.	18 OF 19



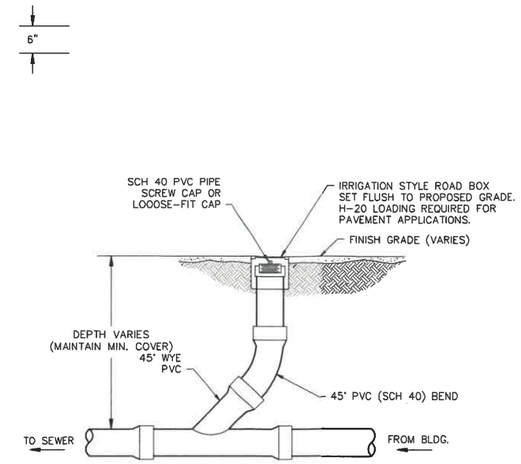
CONCRETE PAD
N.T.S.



NOTES:

1. ELECTRIC SECONDARY DUCT IN SAND.
2. ELECTRIC PRIMARY DUCT IN CONCRETE 1-3-5 MIX 1/2" STONE.
3. ALL PVC CONDUIT AND 36" RADIUS ELBOW 6" SCHEDULE #40.
4. RISER POLE
   - 6" PVC ELBOW 36" RADIUS
   - PULLING STRING INSTALLED IN ALL OUTLETS
   - 2 - SETS OF AS BUILT DRAWINGS
5. CONCRETE SLAB FOR TRANSFORMERS SHALL BE 1-2-3 MIX 1" STONE WITH 1/2" RODS.

DUCT BANK DETAIL
N.T.S.



SEWER SERVICE CLEANOUT
N.T.S.

REVISIONS

NO.	DATE	DESCRIPTION	DR/CK

PREPARED FOR:
SHINGLEMILL, LLC
4 FIRST STREET
BRIDGEWATER, MASSACHUSETTS 02324

DRAWING:
DETAILS
SHEET 1 OF 3

PROJECT:
SHINGLEMILL
0 POND STREET
ROCKLAND, MASSACHUSETTS 02370

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SITE PLANS

CONECO
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4 FIRST STREET, BRIDGEWATER, MASSACHUSETTS 02324
PHONE: 508-697-3191 OR 800-548-3355; FAX: 508-697-5996
WEBSITE: www.coneco.com

DATE	10/29/2019
DESIGNED: DJD	CHECKED: JEN
DRAFTED: DJD	IN CHARGE: RRL
SCALE:	N.T.S.
PROJECT NO.	3395.1
SHEET NO.	19 OF 19

3.2 Architectural Documents

Pond Street Apartments
Rockland, MA

Coneco Building LLC

Exterior Rendering
Drawn by: KLP BKA # 219112

Date: 05/22/2019

A-1

BKA ARCHITECTS

Boston + Brockton
142 Crescent Street
Brockton, MA 02302
508.583.5603
bkaarchitects.com

Pond Street Apartments
Rockland, MA

Coneco Building LLC

Exterior Rendering
Drawn by: KLP BKA # 219112

Date: 05/22/2019

A-2

BKA / ARCHITECTS

Boston + Brockton
142 Crescent Street
Brockton, MA 02302
508.583.5603
bkaarchitects.com

Pond Street Apartments
Rockland, MA

Coneco Building LLC

Exterior Rendering
Drawn by: KLP BKA # 219112

Date: 05/22/2019

A-3

BKA ARCHITECTS

Boston + Brockton
142 Crescent Street
Brockton, MA 02302
508.583.5603
bkaarchitects.com

Clubhouse Schematic

/ Conceptual Rendering - Front Elevation / Scale: NTS / September 17, 2019 / V.2

BKA ARCHITECTS
Boston / Brockton
142 Cresecent Street
Brockton, MA 02302
508.583.5603
bkaarchitects.com

Last save: Oct 25, 2019 - 1:24pm

Drawing name: P:\Proj_2019\219112\300_CAD_and_Drawings\CAD_Source_Files\Building A_BasePlan.dwg

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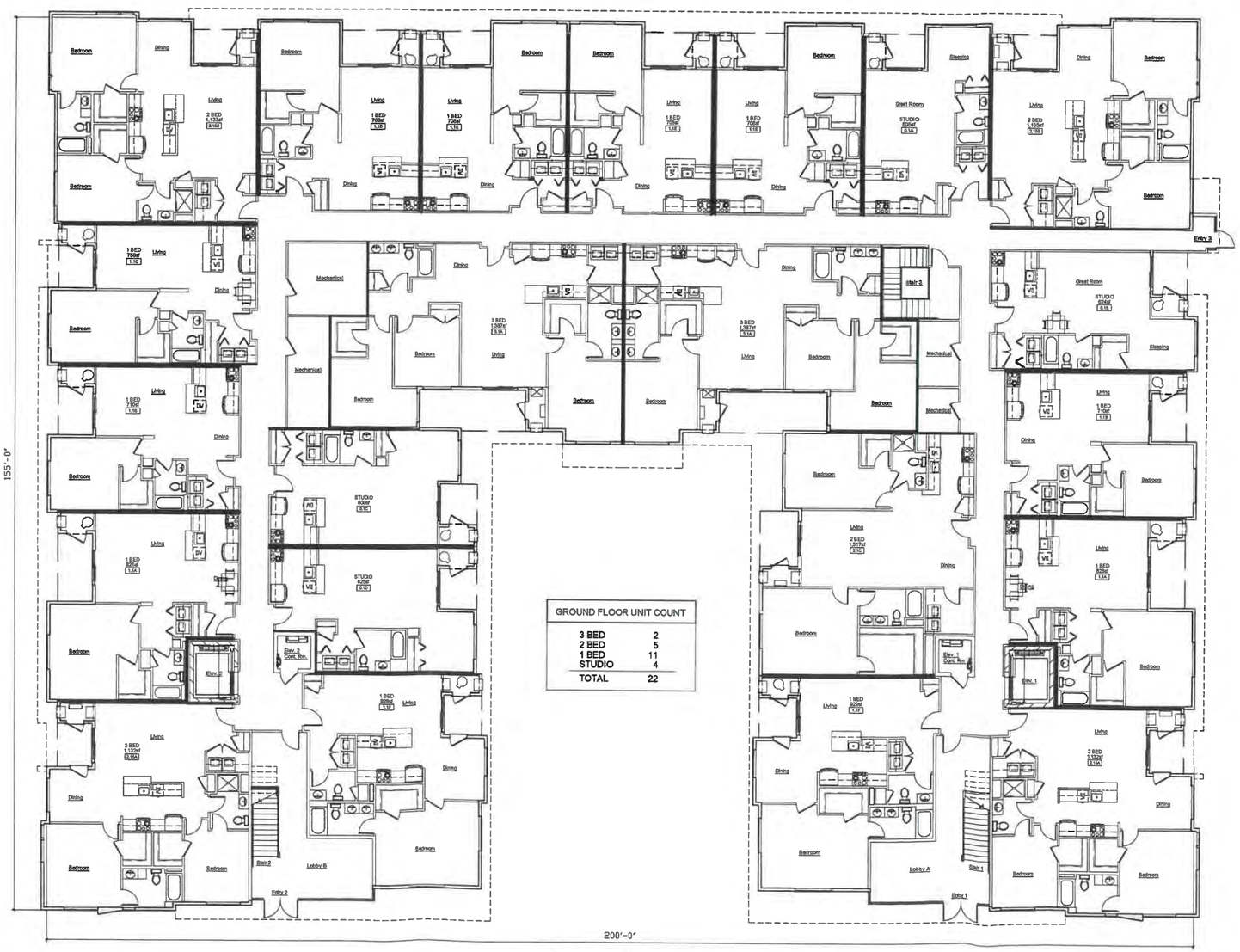
BUILDING "A" TOTAL UNIT COUNT					
3 BED	MARKET	AFFORDABLE (AU)	TOTAL		ACCESSIBLE (HC)
3 BED	8	3	11	10%	1
2 BED	25	8	33	30%	1
1 BED	37	12	49	45%	2
STUDIO	12	4	16	15%	1
TOTAL	82	27	109	100%	5



GROUND FLOOR UNIT COUNT	
3 BED	2
2 BED	5
1 BED	11
STUDIO	4
TOTAL	22

1 GROUND FLOOR PLAN
SCALE: 1/16"=1'-0" 25,087gsf

ARCHITECT
BKA ARCHITECTS
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142 Crescent Street
Brockton, MA 02302
508.583.5403
bkaarchitects.com

CONSULTANT

SEAL

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REVISIONS
1

OWNER/CLIENT
CONECO BUILDING LLC

PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING A
FLOOR 1 PLAN

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
100a

Last save: Oct 28, 2019 - 10:06am

Drawing name: P:\Proj_2019\219112\300_CAD_and_Drawings\CAD_Source_Files\Building A_BasePlan.dwg

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BUILDING "A" TOTAL UNIT COUNT					
3 BED	MARKET	AFFORDABLE (AU)	TOTAL		ACCESSIBLE (HC)
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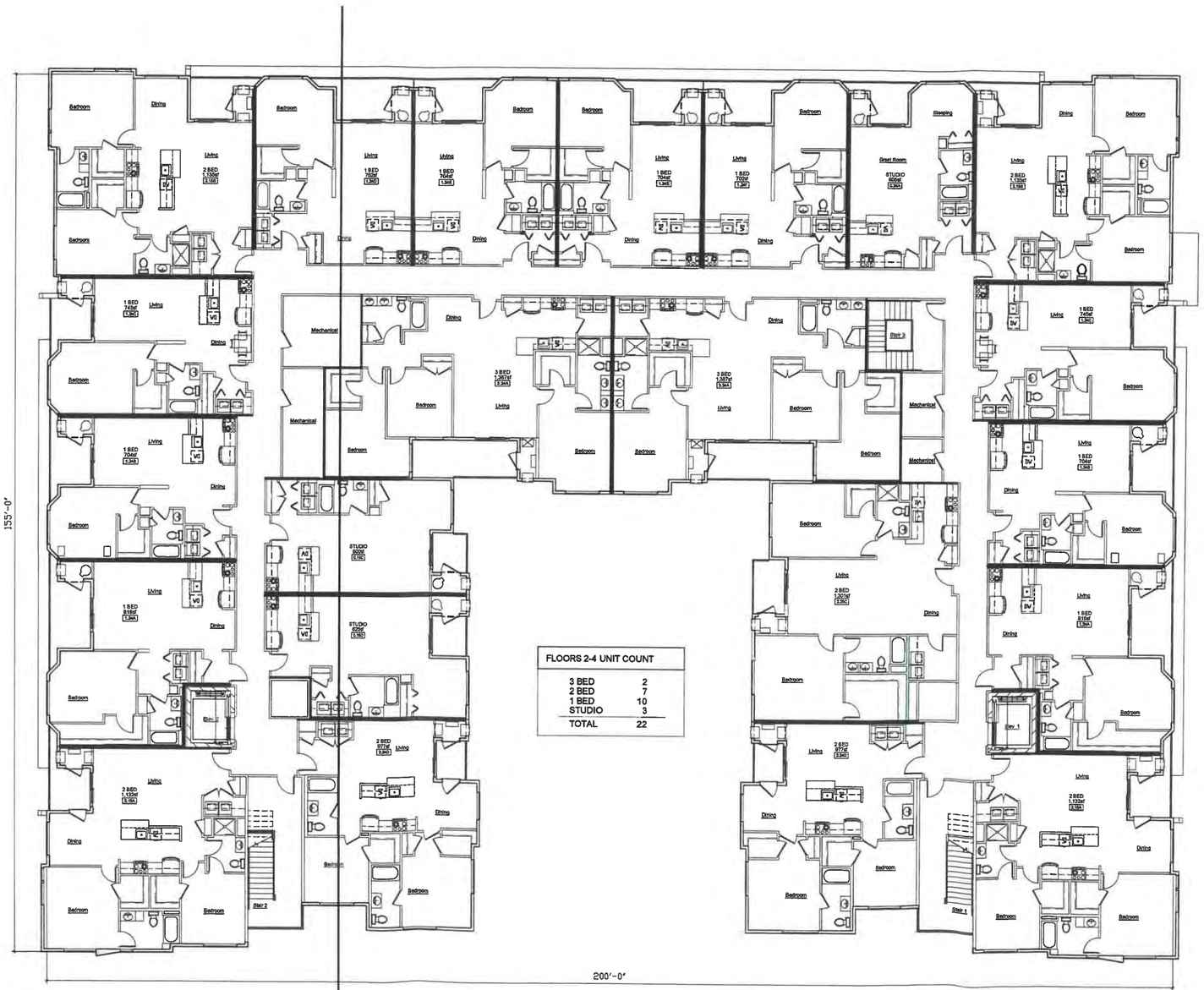
1 BED	37	12	49	45%	2
STUDIO	12	4	16	15%	1
TOTAL	82	27	109	100%	5



FLOORS 2-4 UNIT COUNT	
3 BED	2
2 BED	7
1 BED	10
STUDIO	3
TOTAL	22

1 FLOORS 2–4
SCALE: 1/8"=1'-0"
26,270gsf/floor

ARCHITECT
BKA ARCHITECTS
Boston + Brockton
142 Crescent Street
Brockton, MA 02302
508.583.5403
bkaarchitects.com

CONSULTANT

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mm/dd/yy mm/dd/yy

REVISIONS
1 mm/dd/yy mm/dd/yy

OWNER/CLIENT
CONECO BUILDING LLC

PROJECT
SHINGLE MILL APTS.

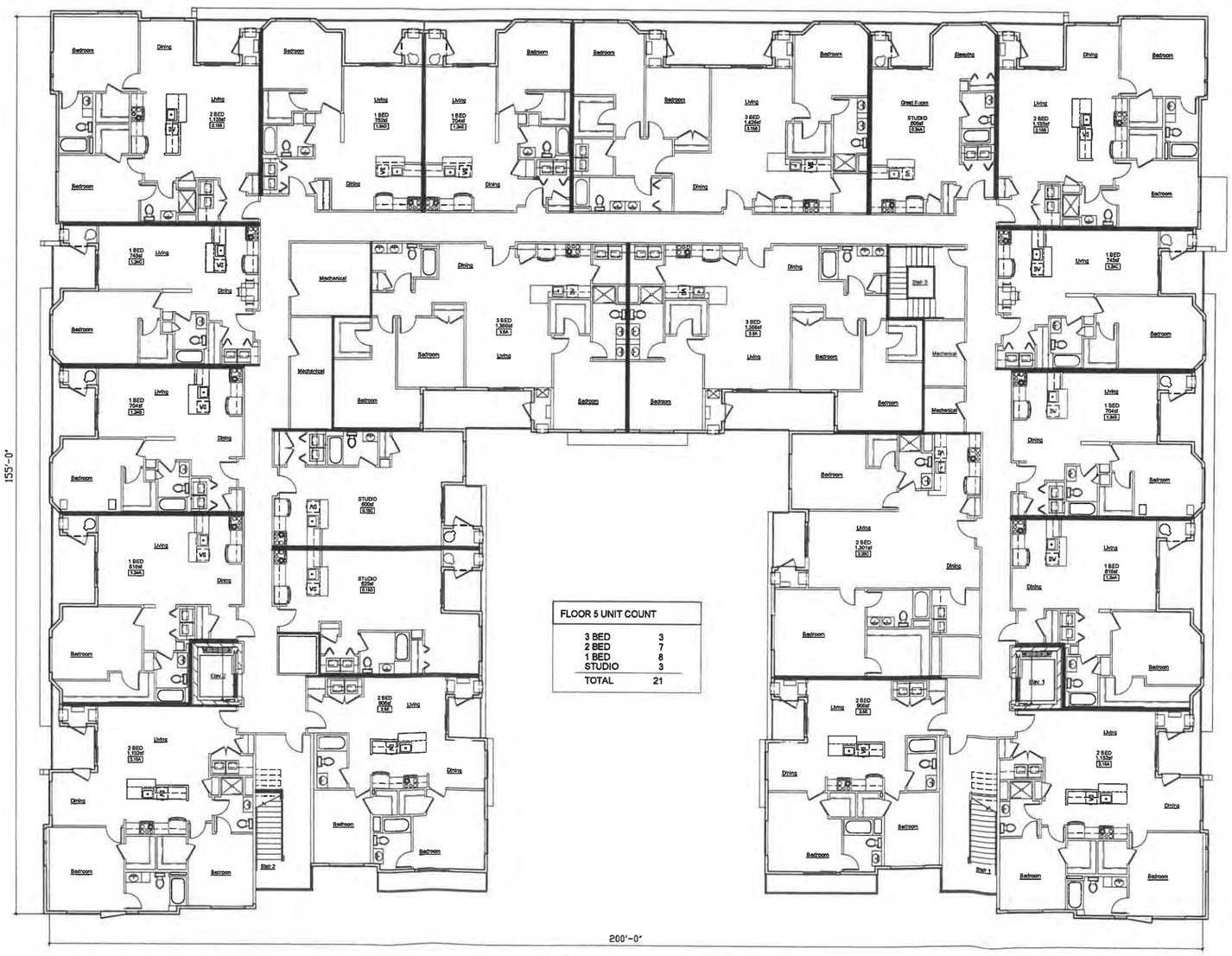
POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING A
FLOORS 2-4 PLAN

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
101a

BUILDING "A" TOTAL UNIT COUNT					
3 BED	MARKET	AFFORDABLE (AU)	TOTAL		ACCESSIBLE (HC)
3 BED	8	3	11	10%	1
2 BED	25	8	33	30%	1
1 BED	37	12	49	45%	2
STUDIO	12	4	16	15%	1
TOTAL	82	27	109	100%	5



FLOOR 5 UNIT COUNT	
3 BED	3
2 BED	7
1 BED	8
STUDIO	3
TOTAL	21

1 FLOOR 5
SCALE: 1/8"=1'-0"
26,233gsf

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CONECO BUILDING LLC

PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING A
FLOOR 5 PLAN

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
102a

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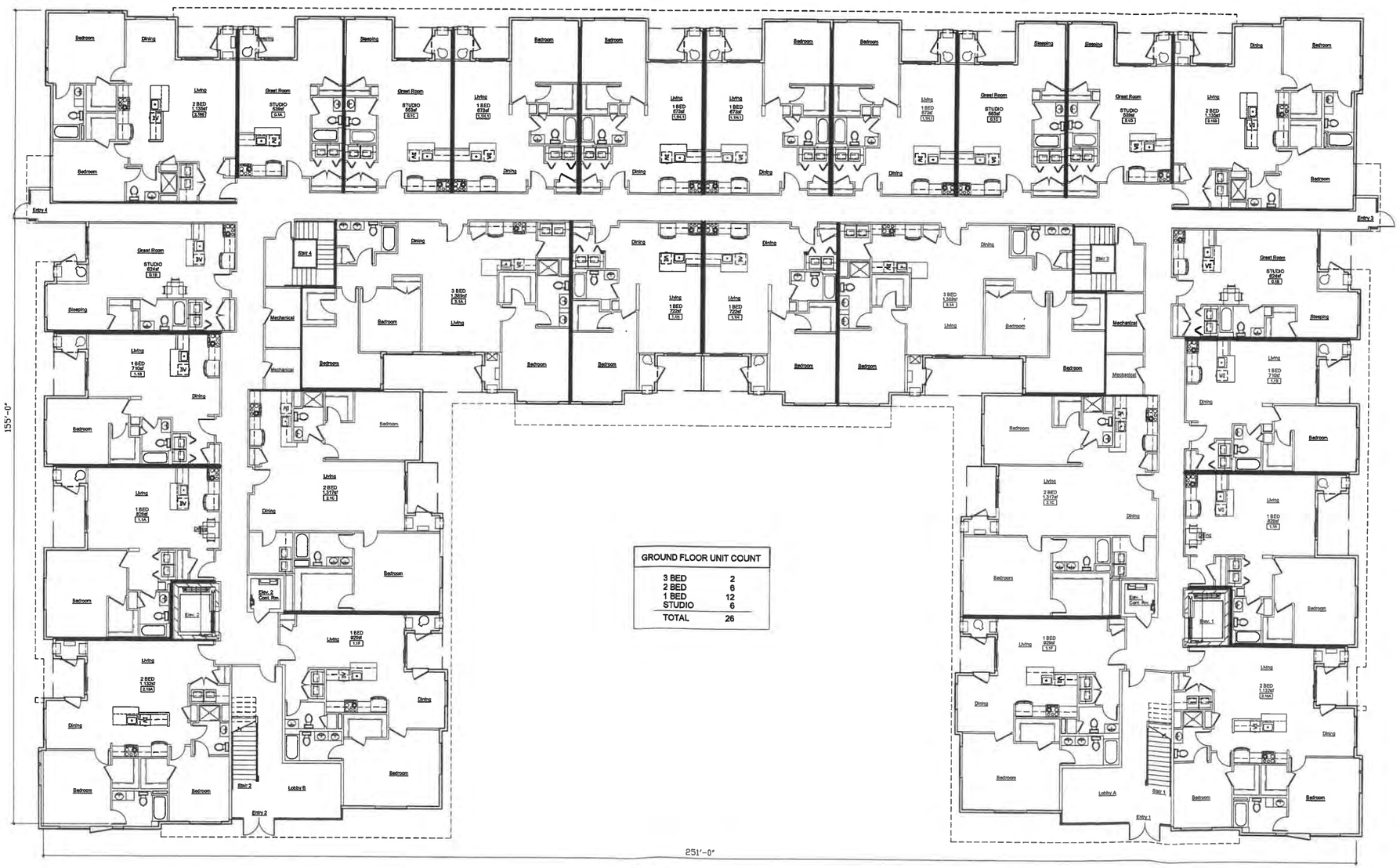
BUILDING "B" TOTAL UNIT COUNT					
3 BED	MARKET	AFFORDABLE (AU)	TOTAL		ACCESSIBLE (HC)
3 BED	10	3	13	10%	1
2 BED	28	10	38	30%	2
1 BED	40	14	54	45%	3
STUDIO	17	5	22	15%	1
TOTAL	95	32	127	100%	7



GROUND FLOOR UNIT COUNT	
3 BED	2
2 BED	6
1 BED	12
STUDIO	6
TOTAL	26

1 GROUND FLOOR PLAN
SCALE: 1/8"=1'-0" 28,735gsf

ARCHITECT
BKA ARCHITECTS
Boston + Brockton
142 Crescent Street
Brockton, MA 02302
508.583.5423
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CONSULTANT

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OWNER/CLIENT
CONECO BUILDING LLC

PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING B
FLOOR 1 PLAN

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
100b

Last save: Oct 25, 2019 - 1:25pm

Drawing name: P:\Proj_2019\219112\300_CAD_and_Drawings\CAD_Source_Files\Building A_BasePlan.dwg

Last save: Oct 28, 2019 - 10:06am

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BUILDING "B" TOTAL UNIT COUNT					
3 BED	MARKET	AFFORDABLE (AU)	TOTAL		ACCESSIBLE (HC)
3 BED	10	3	13	10%	1
2 BED	28	10	38	30%	2
1 BED	40	14	54	45%	3
STUDIO	17	5	22	15%	1
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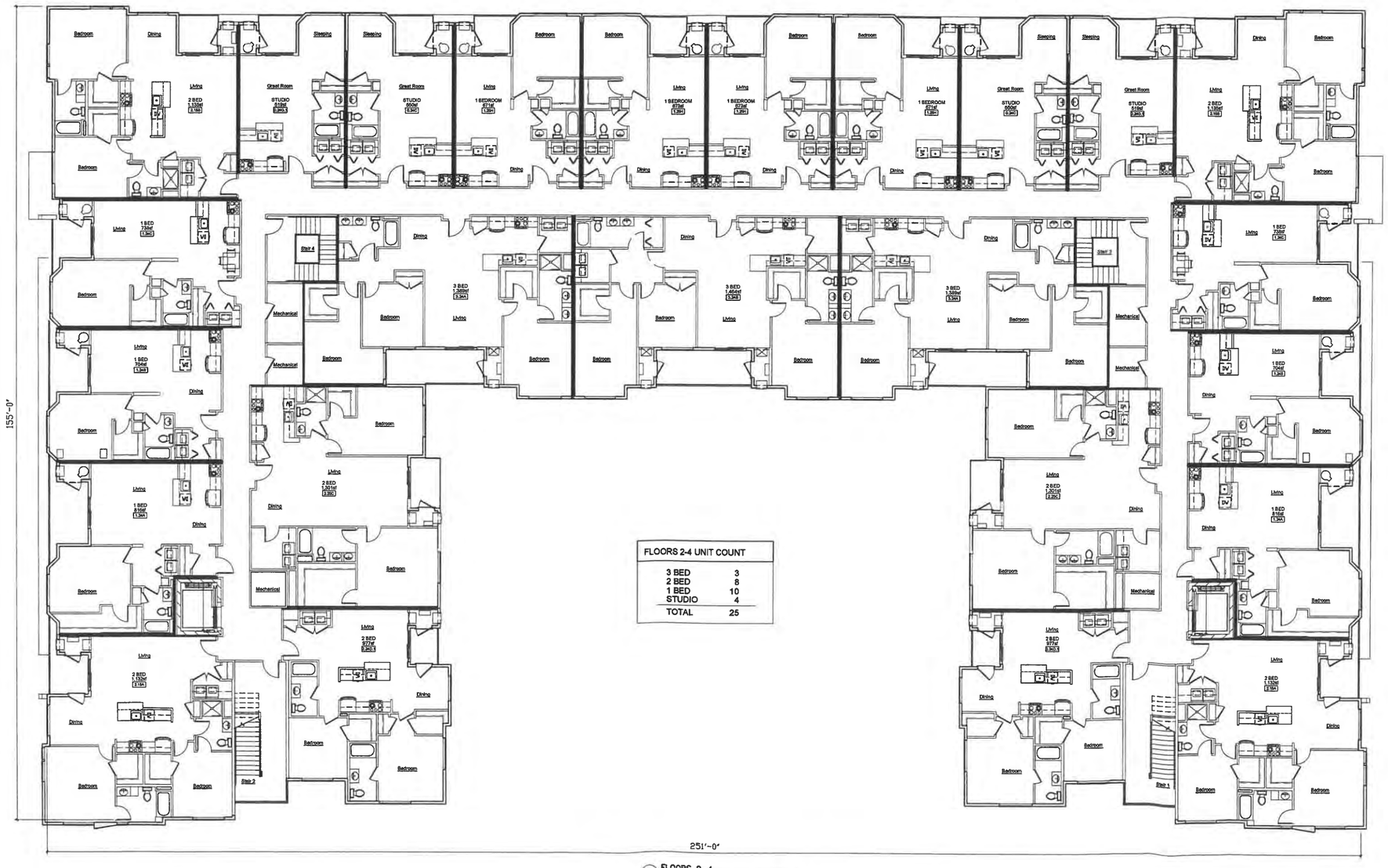

FLOORS 2-4 UNIT COUNT	
3 BED	3
2 BED	8
1 BED	10
STUDIO	4
TOTAL	25

1 FLOORS 2-4
SCALE: 1/8"=1'-0"
29,892gsf/floor

ARCHITECT
BKA ARCHITECTS
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142 Crescent Street
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PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING B
FLOORS 2-4 PLAN

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
101b

BUILDING "B" TOTAL UNIT COUNT					
3 BED	MARKET	AFFORDABLE (AU)	TOTAL		ACCESSIBLE (HC)
3 BED	10	3	13	10%	1
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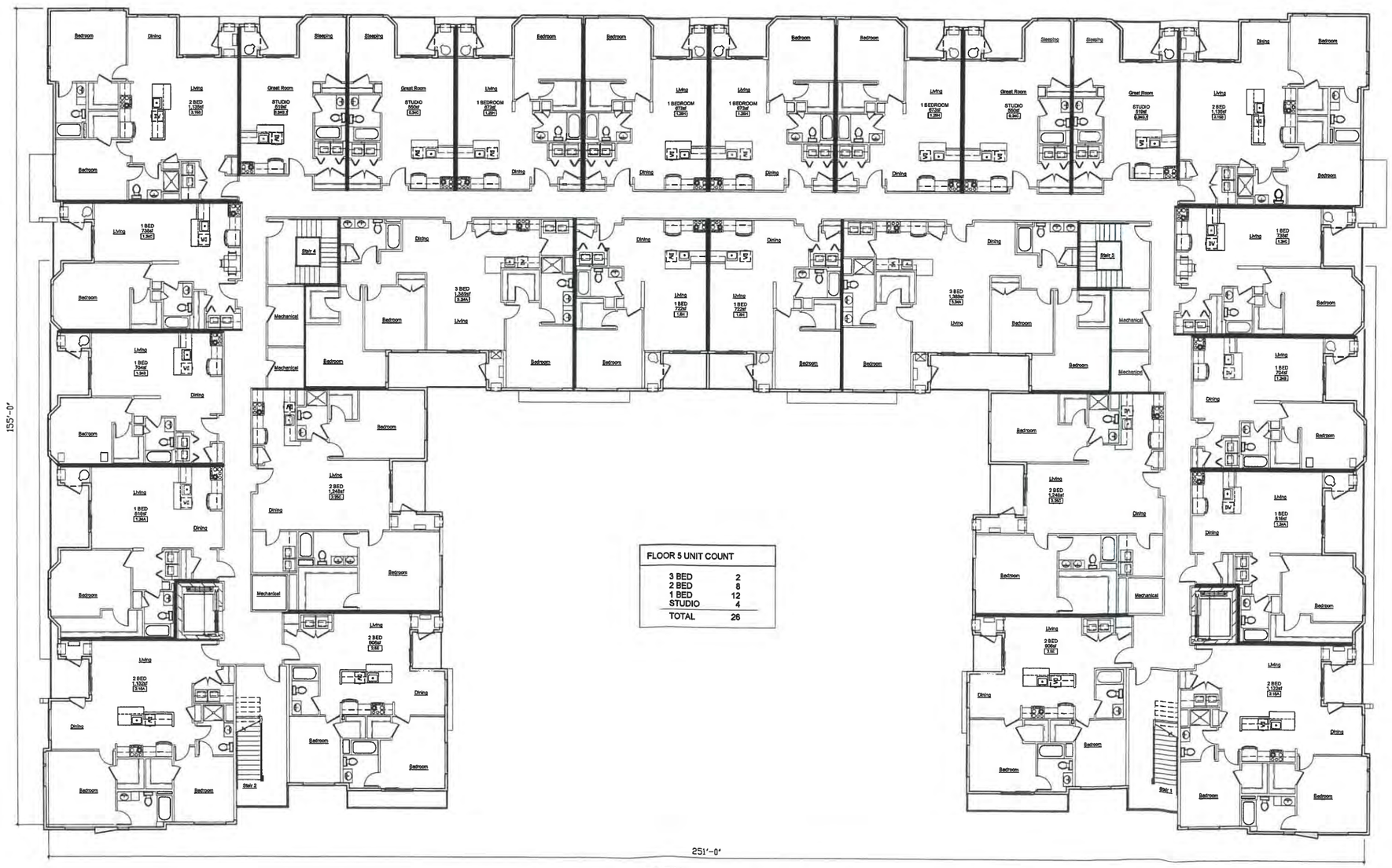

FLOOR 5 UNIT COUNT	
3 BED	2
2 BED	8
1 BED	12
STUDIO	4
TOTAL	26

1 FLOOR 5
SCALE: 1/8"=1'-0"
29,779gsf

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PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING B
FLOOR 5 PLAN

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
102b

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3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

NORTH ELEVATION NOTED FOR TYPICAL MATERIALS USED ON ALL ELEVATIONS

BUILDING A SOUTH ELEVATION AND BUILDING B EAST AND WEST ELEVATION SIMILAR

2 EAST ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING B SOUTH ELEVATION SIMILAR

1 WEST ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING B NORTH ELEVATION SIMILAR

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CONECO BUILDING LLC

PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
EXTERIOR ELEVATIONS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
401

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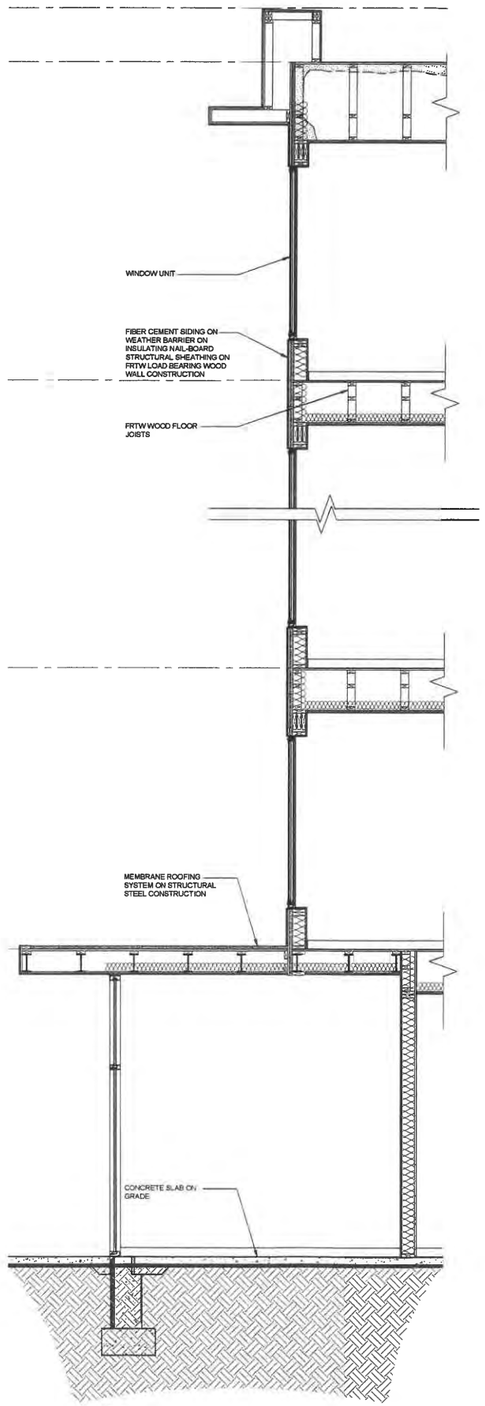

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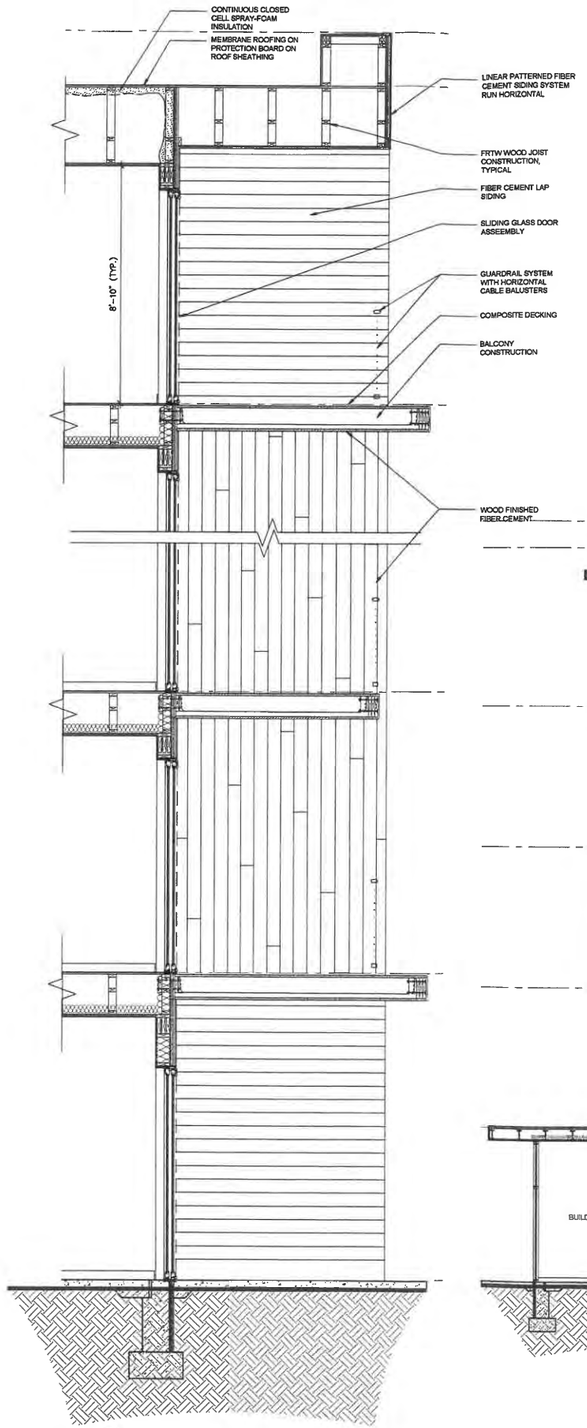

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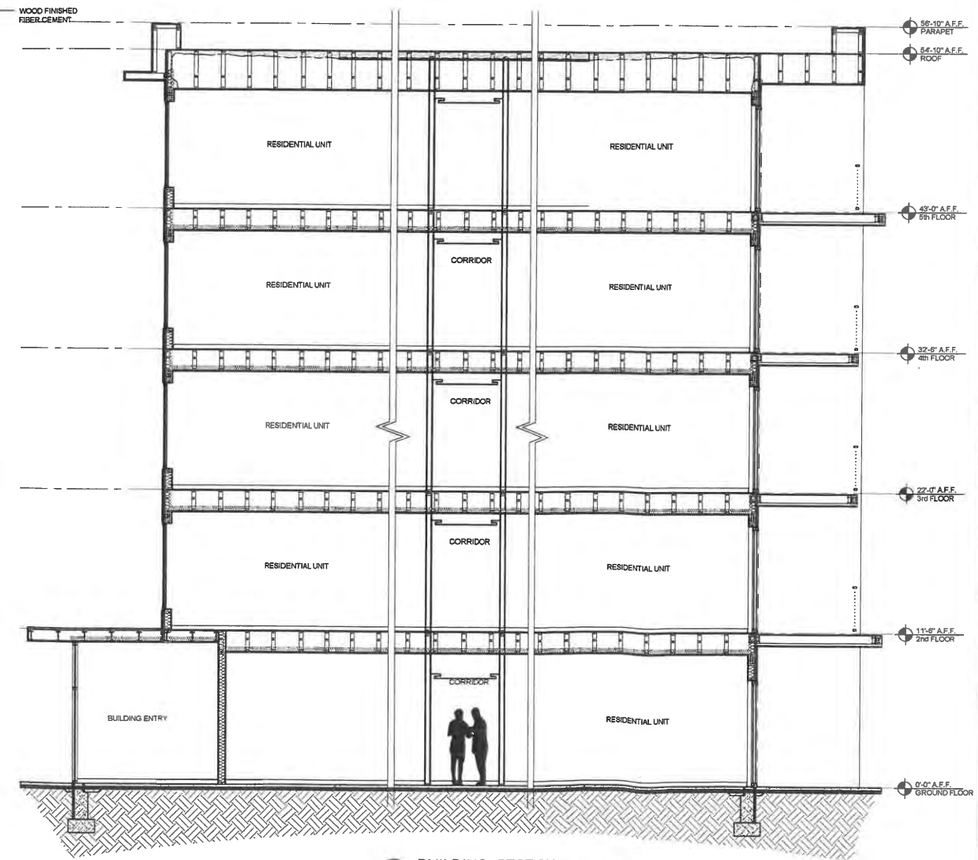

1 BUILDING SECTION
SCALE: 1/4" = 1'-0"

Drawing name: P:\Proj_2019\219112\300_CAD_and_Drawings\CAD_Source_Files\Building A_BasePlan.dwg
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PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
BUILDING SECTIONS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
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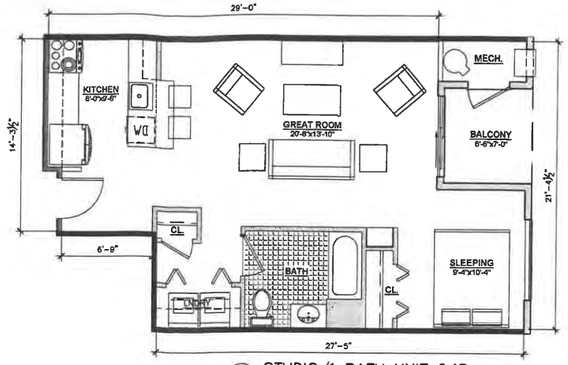

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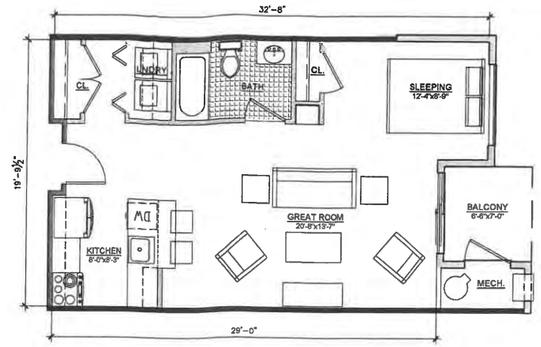

9 STUDIO/1 BATH UNIT 0.1C
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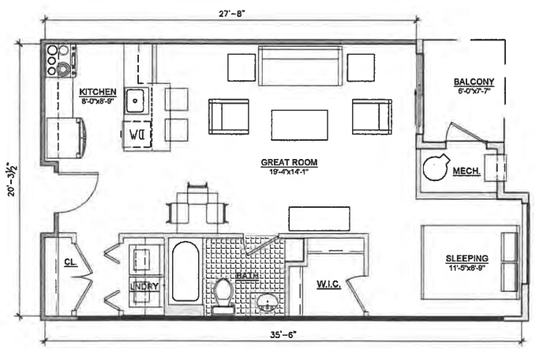

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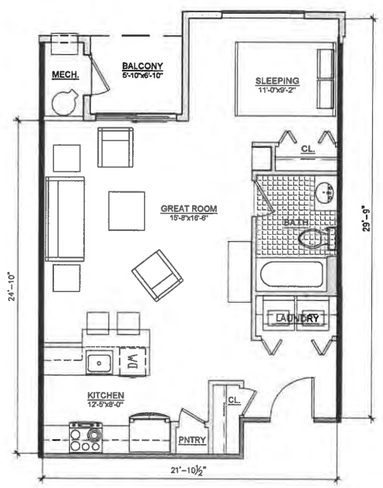

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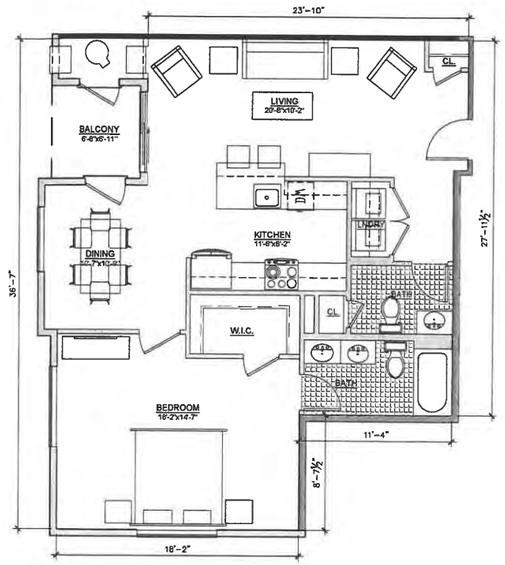

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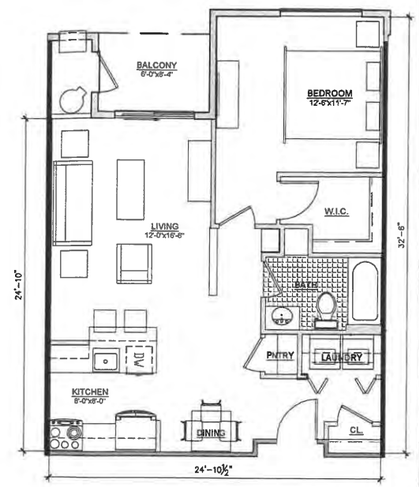

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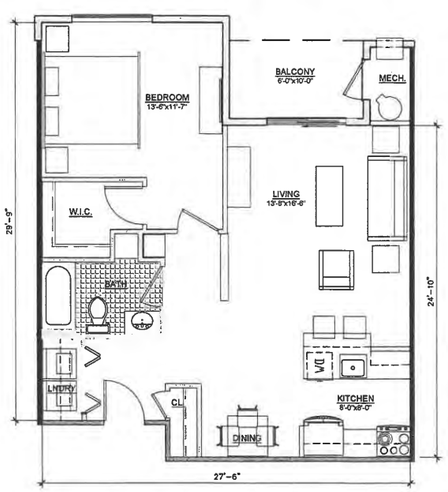

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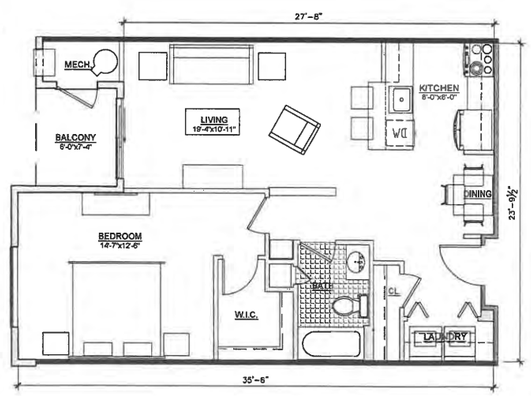

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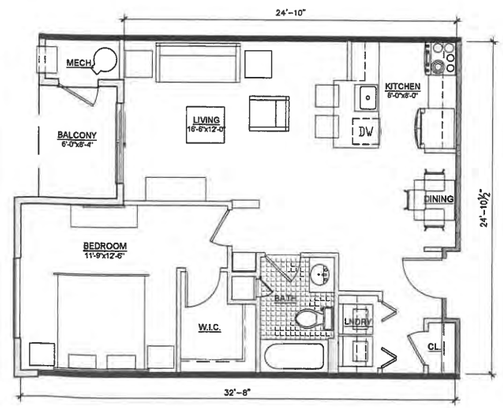

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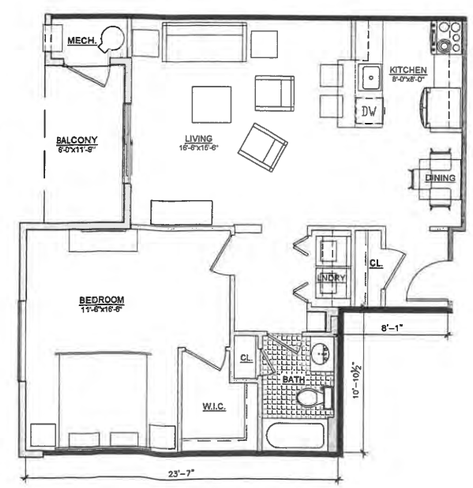

1 1 BED/1 BATH UNIT 1.1A
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PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
UNIT PLANS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
601

Last save: Oct 25, 2019 - 10:14am

Drawing name: P:\Proj_2019\219112\300_CAD_and_Drawings\CAD_Source_Files\Building A_BasePlan.dwg

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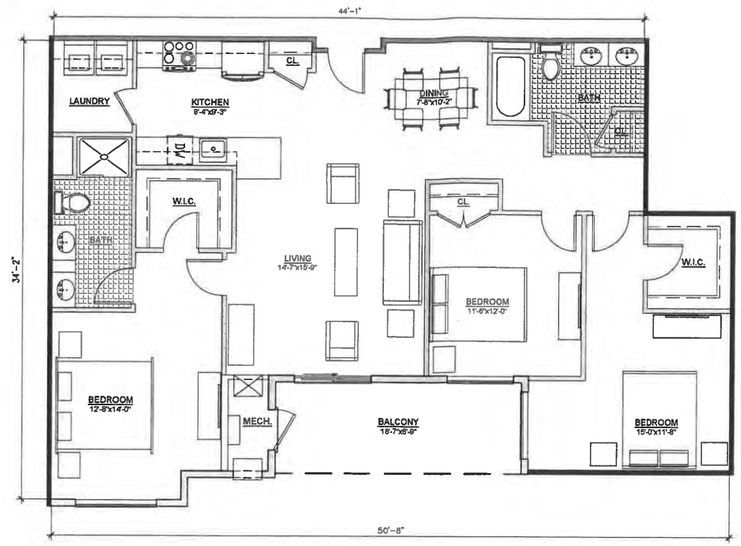

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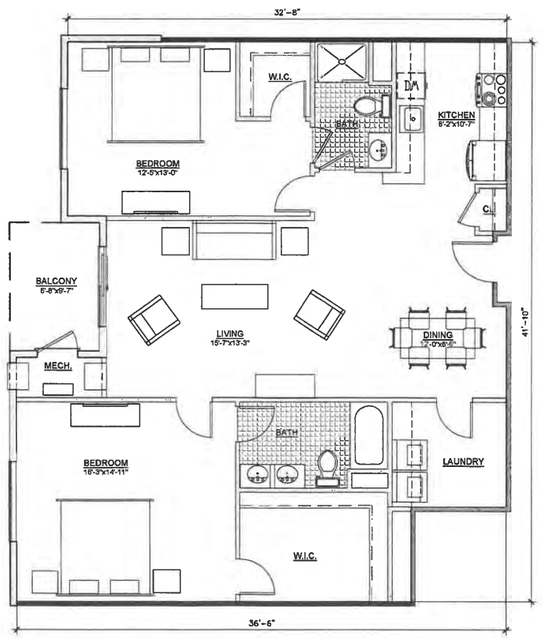

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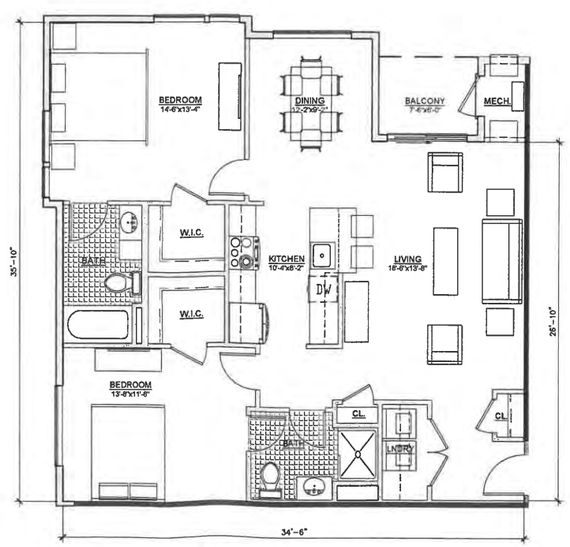

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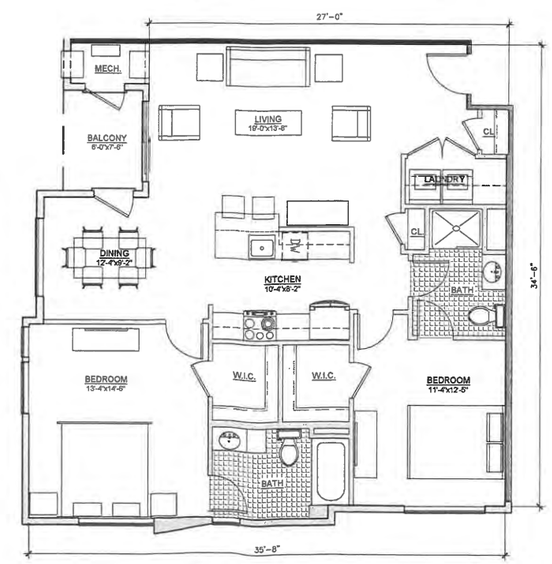

1 2 BED/2 BATH UNIT 2.15A
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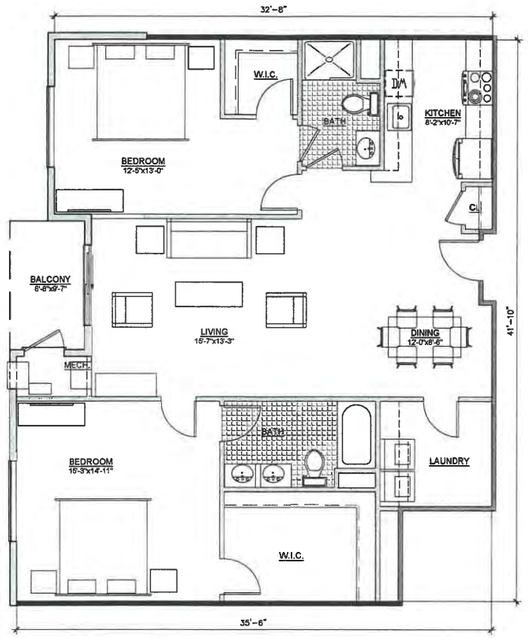
POND ST.
ROCKLAND, MA

DRAWING TITLE
UNIT PLANS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
602



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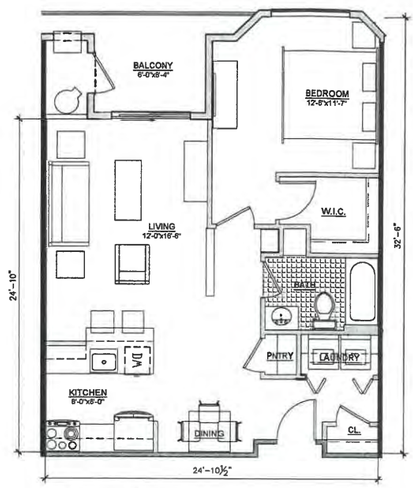

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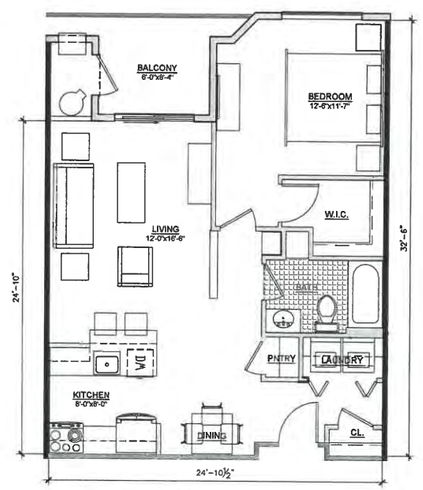

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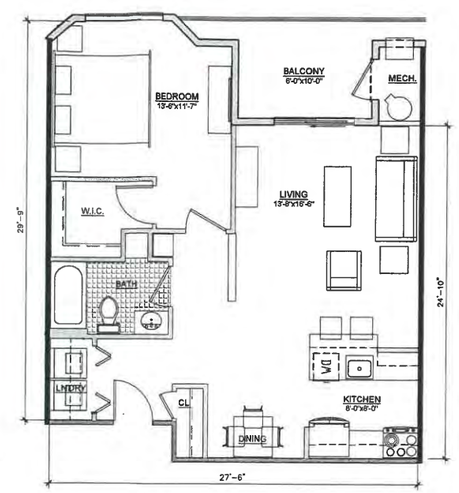

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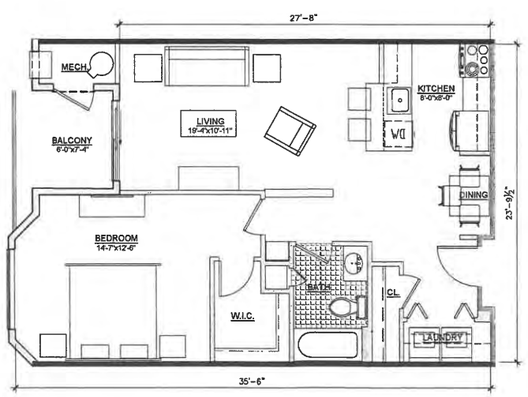

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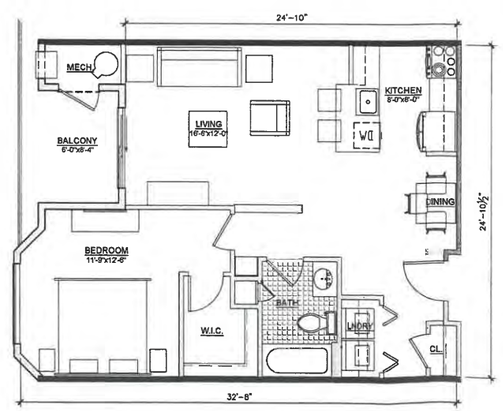

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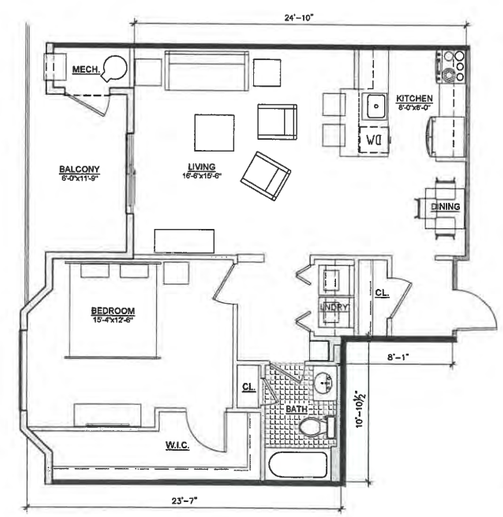

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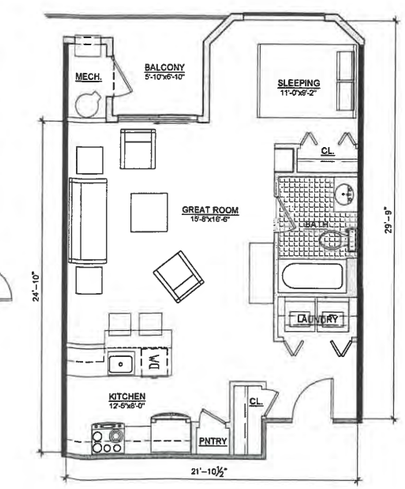

1 STUDIO/1 BATH UNIT 0.24A
SCALE: 1/4" = 1'-0" 605sf

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ROCKLAND, MA

DRAWING TITLE
UNIT PLANS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
603

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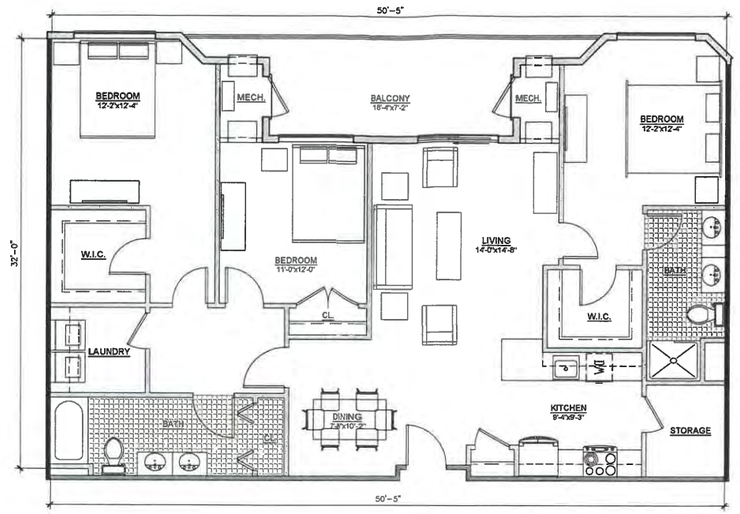

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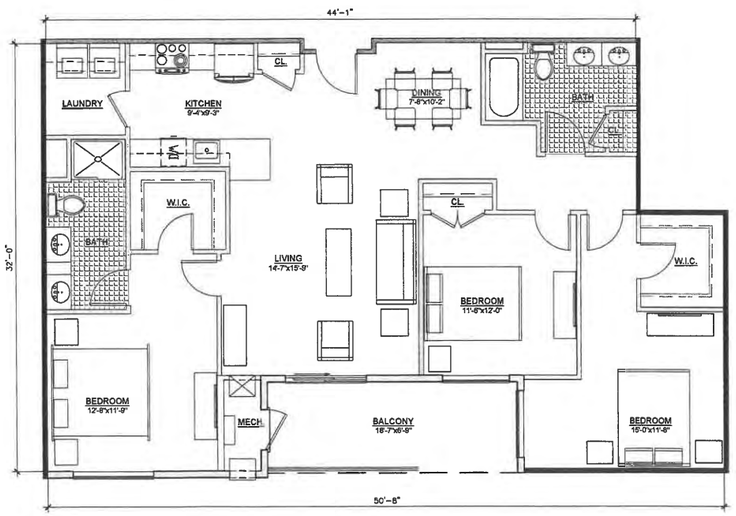

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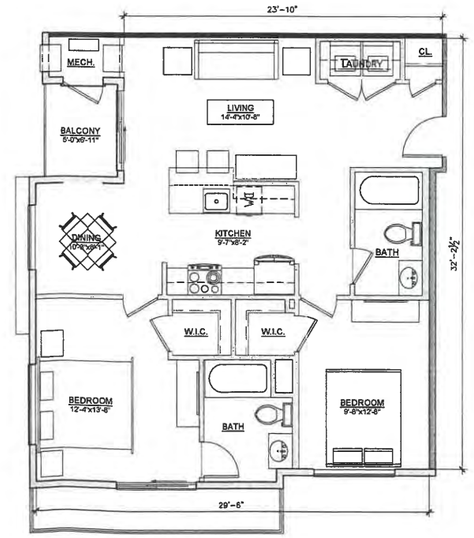

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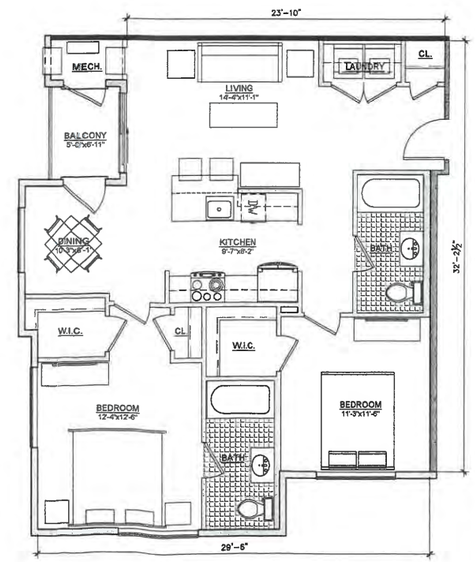

1 2 BED/2 BATH UNIT 2.24D
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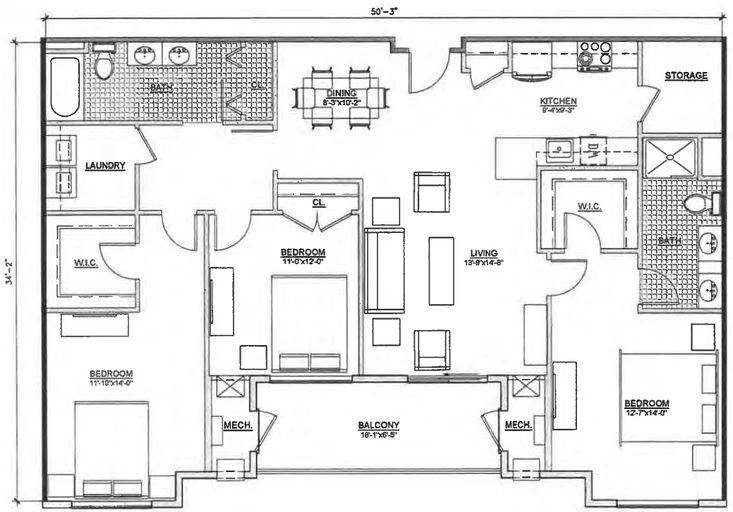
POND ST.
ROCKLAND, MA

DRAWING TITLE
UNIT PLANS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
604



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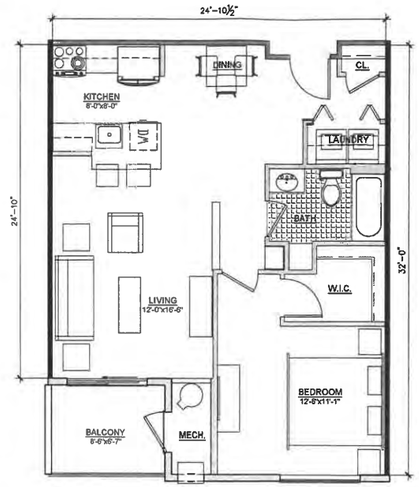

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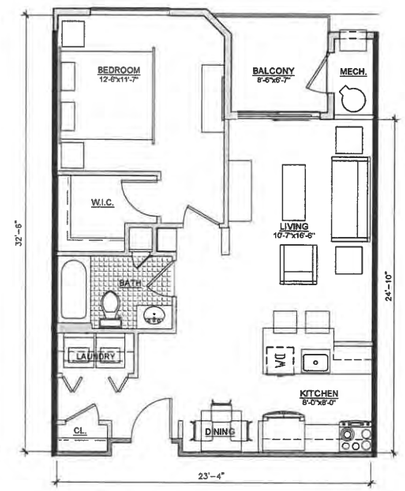

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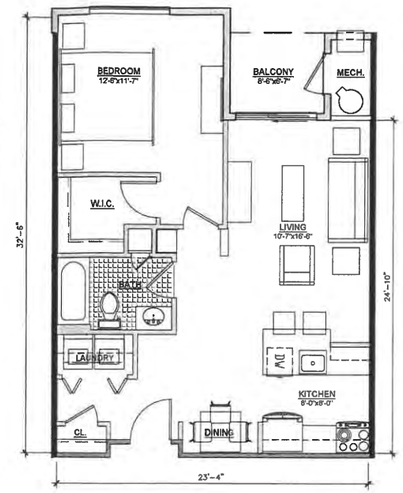

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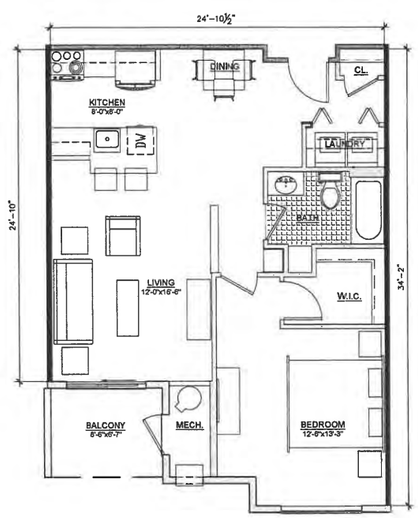

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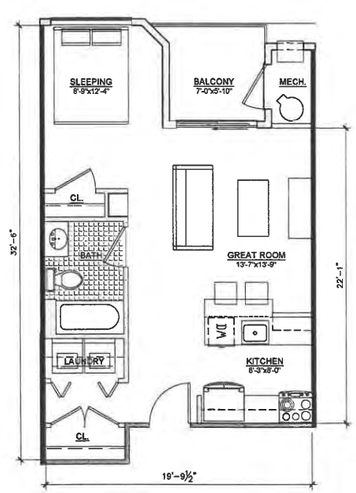

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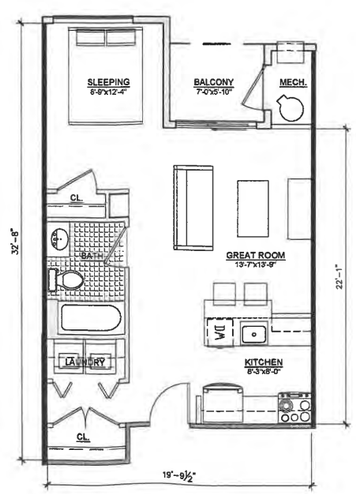

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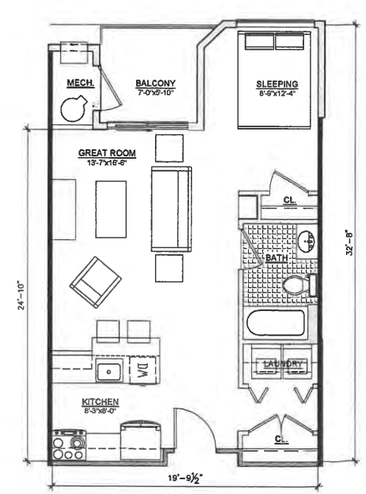

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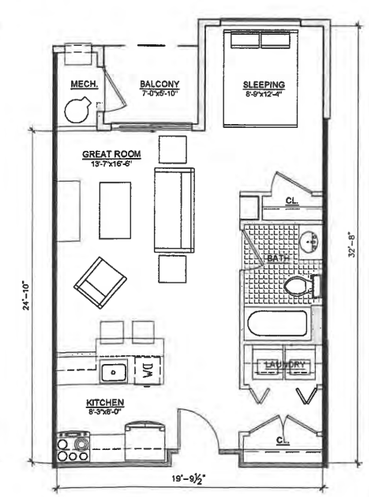

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CONSULTANT

SEAL

ISSUED

REVISIONS
1

OWNER/CLIENT
CONECO BUILDING LLC

PROJECT
SHINGLE MILL APTS.

POND ST.
ROCKLAND, MA

DRAWING TITLE
UNIT PLANS

DRAWING INFORMATION
Job Number: 219112
Checked By: KLP
Drawn By: KLP

DRAWING NUMBER
A
605

3.3 Design Approach Narrative

3.3 Narrative Description of Design Approach:

The project is boarded to the north by a variety of commercial and retail businesses with Route 3 in the background and single family residential to the south. The approach to the building design was to develop an upscale and unique aesthetic that would contribute to the project's identity as a destination. The residential buildings were kept to two structures allowing for a dense vegetated buffer at the full perimeter of the property and limiting disturbance to the site and existing buffers. Parking is centralized and convenient to the multiple entrances. Units take advantage of vegetated views of the surrounding property or of a landscaped courtyard and all feature balconies. The façade makes use of a variety of high-quality contemporary materials organized in a way to convey overlapping scales.

3.4 Zoning Analysis/Waivers

EXHIBIT "A"

Shinglemill LLC ("Applicant") hereby requests the following waivers and, as specified below, will be subject to the specific condition that any and all waivers are being granted only to the extent necessary to allow for the construction of the project according to the plans presented to the approved by the Rockland Zoning Board of Appeals ("Board"). Final plans to be submitted by the Applicant shall conform to the Board's decision and these specific waivers

SHINGLEMILL
LIST OF REQUESTED EXCEPTIONS, WAIVERS, AND PERMITS

Local Regulation	Requirement
1. Wetlands By-Law, § 407-2 Notice of Intents	No person shall remove, fill, dredge, alter, or build upon or within 100 feet of any area as defined in the Act without filing a Notice of Intent with the Rockland Conservation Commission. Such notice must be filed pursuant to MGL c. 131, § 40, and be sent by Certified Mail to the Rockland Conservation Commission and the Department of Environmental Quality Engineering, Southeast Region. A filing fee of $25, payable to the Town of Rockland, must accompany the Notice of Intent when it is submitted to the Commission.
2. Wetlands By-Law, § 407-5 Permit and Conditions C.	Lands within 100 feet of the specified resource areas, and within 200 feet of rivers, streams, and creeks, are presumed important to the protection of these resources because activities undertaken in close proximity to resource areas have a high likelihood of adverse effect upon them either immediately, as a consequence of construction, or over time, as a consequence of daily operation or existence of the activities. These adverse impacts from construction and use can include, but not be limited to, erosion, siltation, loss of groundwater recharge, poor water quality, and loss of wildlife habitat. In order to protect such areas, there shall be a strip of continuous, undisturbed vegetative cover within 25 feet of the specified resource areas shall not be disturbed and treated as a no disturbance area. The Commission therefore may also require that the applicant maintain a strip of continuous, undisturbed vegetative cover within the aforementioned 100-foot or 200-foot area, unless the applicant convinces the Commission that the area or part of it may be disturbed without harm to the values protected by this chapter.

	Local Regulation	Requirement
2.	Wetlands By-Law, § 407-5 Permit and Conditions C. (Continued)	In the case of areas within 200 feet of rivers, streams, and creeks, no permit issued hereunder shall permit any activities unless the applicant, in addition to meeting the otherwise applicable requirements of the chapter, has proved by a preponderance of the evidence that there is no practicable alternative to the proposed project with less adverse effects, and should there be no practicable alternative, that such activities, including proposed mitigation measures, will have no significant adverse impact on the areas or values protected by this chapter. The Commission shall regard as practicable an alternative which is reasonably available and capable of being done after taking into consideration the proposed property use, overall project purposes, logistics, existing technology, costs of the alternatives and overall project cost.
3.	Zoning By-law, § 415-19 H-1Industrial Park-Hotel District A. Permitted principal uses	(1) Professional, administrative offices and office buildings. (2) Warehouse and wholesale and retail distribution centers, including offices and showrooms. (3) Food processing, packing and storage operations. (4) Bottling plants. (5) Banks.
4.	Zoning By-law, § 415-19 H-1Industrial Park-Hotel District C. Uses requiring special permit	Special Permit required for a use which is essentially of a similar character to the allowed or permitted uses of the district and which does not derogate from the purpose or intent of this Zoning By-law OR List
5.	Zoning By-law, § 7.010(A), Dimensional Requirements	No structure shall be erected and no use shall be established and no site shall be developed except in conformance with the Dimensional Regulations depicted in Table 7-1 and/or further described or delineated in Section 7, below.
6.	Zoning By-law, § 415-22 Table: Minimum Yard Dimensions (Feet): Side	30** **50 feet if the abutting land is within any residential district.
7.	Zoning By-law, § 415-22 Table: Minimum Yard Dimensions (Feet): Rear	30** **50 feet if the abutting land is within any residential district.

	Local Regulation	Requirement
8.	Zoning By-law, § 415-22 Building and lot Regulations A. Parking/access and egress requirements (1)	All parking spaces as required by this bylaw shall be a minimum of 10 feet in width by 20 feet in length for full size vehicles; and nine feet in width by 18 feet in length for compact vehicles. The ratio shall be 30% compact vehicles to 70% full size vehicles spaces. All parking spaces shall have a back-up area no less than 23 feet. All parking spaces designated to be used for the handicapped shall be designed to meet the regulations set forth by the Americans with Disabilities Act (ADA) and Architectural Access Board (AAB). [Amended 5-1-2017 ATM, Art. 47]
9.	Zoning By-law, § 415-22 Building and lot Regulations A. Parking/access and egress requirements (2)(e)	In all Industrial Districts which abut any Residential District all parking areas, loading areas and areas used for access, egress or onsite circulation shall be set back a minimum of 30 feet from any property line and the thirty-foot set back shall remain unaltered and in a state of natural vegetation.
10.	Zoning By-law, § 415-22 Building and lot Regulations B. Yard regulations (4)	(b) A detached accessory structure less than 24 feet in height and under 400 square feet may only be erected in the side or rear yard no closer than five feet from a side or rear lot line and in conformance with the front yard requirement of the district in which it is located. A detached accessory structure equal to or greater than 24 feet in height or equal to or greater than 400 square feet may only be erected in the side or rear yard no closer than 15 feet from a side or rear lot line and in conformance with the front yard requirement of the district in which it is located. In no event shall any detached accessory structure be located in the front yard area of a lot between the front boundary line of the property at the street and the principal building in an area equal to the width of the principal building facing the street which serves as its primary access to the property. [Amended 5-2-2011 ATM, Art. 38; 5-6-2019 ATM by Art. 15] (c) No accessory structure located in a side yard shall be located closer to the street than the front yard setback required for the principal structure in the zoning district. (f) No accessory structure shall exceed 24 feet in height unless the accessory structure is located at least 15 feet from any point on any dwelling including attached structure to the dwelling on any abutting lot and in no event shall the accessory structure be located within 15 feet of any side or rear lot line. [Amended 5-2-2011 ATM, Art. 39; 5-4-2015 ATM, Art. 53]

Local Regulation	Requirement
11. Zoning By-law, § 415-22 Table: Maximum Height (stories/feet) & C. Height regulations	3.0 Stories/36 feet – Per Regulations Table (1) No building or structure shall have a greater number of stories, nor have an aggregate height in feet higher than is permitted in the district in which it is located, except as noted below.
12. Zoning By-law, § 415-22 Building and lot Regulations F. Multi-family developments.	Multi-Family Developments shall be subject to the Site Plan Review Requirements of Article VIII of this bylaw. (2) Open space. A minimum of 20% of site area shall be developed as public open space. Parking areas and vehicle access facilities shall not be considered in calculating open space. (3) Building relationships. The arrangement of buildings and distance required between buildings shall be as set forth in Article VII of this bylaw. (4) Off-street parking. Off-street parking facilities shall be as set forth in § 415-35 of this bylaw.
13. Zoning By-law, § 415-29 Number of buildings on single lot.	Only one principal residential building shall be allowed on a single lot except as provided in Article VII, Planned Unit Developments, and § 415-22F, Multi-family developments. Only one principal structure shall be allowed on a lot except in the Industrial 1 and Industrial 2 Districts upon the granting of a Special Permit from the Zoning Board of Appeals for more than one principal structure per lot.
14. Zoning By-law, § 415-35 Off street parking requirements A. Residential Uses (1)	Dwellings (general): at least 2.0 spaces for each Single-Family Residence, and at least 3.0 spaces for each dwelling unit in a Two-Family Residence or Multi-Family Residence. [Amended 5-5-2008 ATM, Art. 55]
To the extent that the Project requires additional exemptions and waivers not expressly set forth above, the Applicant requests that such exemptions and waivers be granted to the extent necessary to complete the Project as shown on the Project Plans, as they may be amended throughout the hearing process.	

3.5 Sustainable Development Principles Evaluation Form

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: Shinglemill
Project Number: _____
Program Name: _____
Date: _____

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

DEVELOPER SELF-ASSESSMENT
(for consitency with the Sustainable Development Principles)

Redevelop First
Check "X" below if applicable
If Rehabilitation:
- Rehabilitation/Redevelopment/Improvements to Structure ☐
- Rehabilitation/Redevelopment/Improvements to Infrastructure ☐

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

Explanation **(Required)**

Project abuts Route 3/Route 228 Hingham Street Interchange. The site also directly abuts a Home Depot and is in close proximity to the Norwell Business Park and many commercial buildings. The Rockland Park & Ride is approximately 1,000 away.

Optional - Demonstration of Municipal Support:

Check "X" below if applicable

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

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

Explanation **(Required)**

The area abuts, and is in close proximity to, significant commercial/retail use on three sides and residential on the southerly side. There are no multi-family properties in the immediate area.

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

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

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

(1) Concentrate Development and Mix Uses

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

Check "X" below if applicable

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

Explanation **(Required)**

The area abuts, and is in close proximity to, significant commercial/retail use on three sides and residential on the southerly side. There are no multi-family properties in the immediate area.

(2) Advance Equity & Make Efficient Decisions

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

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

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

Explanation **(Required)**

Comprehensive permit required to modify existing industrial zone classification. Project will contain 25% affordable rental income units.

(3) Protect Land and Ecosystems

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

Check "X" below if applicable

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

Explanation **(Required)**

The project proposes no wetland impact and does not cross any wetlands. Shinglemill also proposes no development of a 8- acre section of uplands that abuts Turner Road. This 8-acre area was proposed to be developed with a 60-unit building a few years ago by another developer.

(4) Use Natural Resources Wisely

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

Check "X" below *if applicable*

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

Explanation **(Required)**

Water, electric and natural gas useage will all be designed to minimize waste and will exhibit current technology - such as Electric Vehicle charging stations, recycling trash chutes on every floor that connect to recycling compactors and low-flow water devices.

(5) Expand Housing Opportunities

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

Check "X" below if applicable

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

Explanation **(Required)**

Shinglemill will comprise rental apartment units that contain 25% affordable rentals as well as 5% handicapped compliant units. The site is within 1,000 feet of the Rockland Park & Ride, Route 3 and significant commercial, retail and industrial employers.

(6) Provide Transportation Choice

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

Check "X" below if applicable

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

Explanation **(Required)**

Within 1,000 feet of Route 3/Route 228 (Hingham Street) interchange.

(7) Increase Job and Business Opportunities

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

Check "X" below if applicable

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

Explanation **(Required)**

(8) Promote Clean Energy

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

Check "X" below if applicable

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

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

Explanation **(Required)**

The building design and construction materials will comply with Energy Star by using low U-value windows, building envelope designs that maximize insulation and reduce air infiltration, Energy Star appliances, Energy Star HVAC components, and Energy Star plumbing appliances.

(9) Plan Regionally

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

Check "X" below if applicable

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

Explanation **(Required)**

Project abuts Route 3/Route 228 Hingham Street Interchange. The site also directly abuts a Home Depot and is in close proximity to the Norwell Business Park and many commercial buildings. The Rockland Park & Ride is approximately 1,000 away.

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

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

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

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

Name of Proposed Project: Shinglemill

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

Owned (or ground leased) by Development Entity or Applicant ✓
Under Purchase and Sale Agreement ✓
Under Option Agreement _____

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

Grantor/Seller: Seven Hills Holding Trust
Grantee/Buyer: Shinglemill LLC

Grantee/Buyer is (check one):
Applicant _____ Development Entity ✓ Managing General Partner of Development Entity _____
General Partner of Development Entity _____ Other *(explain)* _____

Are the Parties Related? No

For Deeds or Ground Leases
Date(s) of Deed(s) or Ground Lease(s): April 18, 2019
Purchase Price: $4,000,000

For Purchase and Sale Agreements or Option Agreements
Date of Agreement: August 22, 2019
Expiration Date: November 29, 2019
If an extension has been granted, date of extension: _____
If an extension has been granted, new expiration date: _____
Purchase Price: $400,000

Will any easements or rights of way over other properties be required in order to develop the site as proposed?
Yes _____ No ✓

If Yes, please describe current status of easement:
Owned (or ground leased) by Development Entity or Applicant _____
Under Purchase and Sale Agreement _____
Under Option Agreement _____

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

Grantor/Seller: Boyd Fulton

Grantee/Buyer: Shinglemill LLC

Are the Parties Related? No

For Easements

Date(s) of Easement(s): _____

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: _____

Expiration Date: _____

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

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

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control *(required)*

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

4.1 Deed and P&S Agreement

From the Office of:
Steven J. Kellem
Kellem & Kellem, LLC
100 Recreation Park Road
Hingham, MA 02043

RESIDENTIAL PURCHASE AND SALE AGREEMENT

(hereinafter referred to as the "Agreement")

Date of Agreement: August 2019

1. **PARTIES AND MAILING ADDRESSES**

Boyd Fulton, of 152 Wilson Street, Rockland, MA 02370 (hereinafter referred to as the "SELLER") agrees to sell and

Shinglemill, LLC, a Massachusetts limited liability company, having a mailing address of 4 First Street, Bridgewater, MA 02324 (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. **DESCRIPTION**

The land and the building(s) thereon known and numbered 152 Wilson Street, Rockland, MA 02370, as same is described in deed to Seller recorded with the Plymouth County Registry of Deeds in Book 34467, Page 146, to which deed reference is made for a more particular description.

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Subject to the exclusions set forth in this paragraph below, if any, included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, built in heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and all built in appliances, and additionally: all household appliances owned by the Seller

4. **TITLE DEED**

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws;
(b) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed
(c) Any liens for municipal betterments assessed after the date of this Agreement;
(d) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Buyer's intended use of said Premises
(e) Order of Conditions issued by Rockland Conservation Commission and recorded with Plymouth County Registry of Deeds in Book 4145, Page 242 to the extent in force and applicable, and as affected by extension permit recorded with said Deeds in Book 7062, Page 113.

5. **PLANS**

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

6. **REGISTERED TITLE**

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises.

7. **PURCHASE PRICE**

The agreed to purchase price for said Premises is Four Hundred Thousand and 00/100 (U.S. $400,000.00) of which

$ 25,000.00 have been paid as a deposit together with the execution of this Agreement; and
$ 375,000.00 are to be paid by buyer at the time of the delivery of the deed by Attorney's IOLTA check, or bank wire.

$ 400,000.00 TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")** Such deed is to be delivered at noon on the 29th day of November, 2019, at the *the office of Mirrione, Shaughnessy & Utiti, LLC*, all unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing"). It is agreed that time is of the essence of this Agreement.

9. **POSSESSION AND CONDITION OF PREMISES** Full possession of said Premises, free of all occupants and tenants, *except as herein provided*, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, reasonable use and wear thereof excepted, except as otherwise specified herein; (b) not in violation of building and zoning laws and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof. The BUYER shall be entitled to personally enter said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, the Closing shall be extended for a period of up to sixty (60) calendar days, *or until such shorter period as necessary to so deliver title or the premises in accordance herewith. The SELLER shall not be obligated to expend more than $2,500.00, inclusive of attorney's fees but exclusive of the satisfaction of voluntary monetary liens or repairs and upgrades required hereunder, pursuant to this Paragraph, and exclusive of funds needed to perform any improvements to the premises required hereunder.*

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without further recourse to the Parties hereto.

12. **BUYER's ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either

    (a) pay over or assign to the BUYER, on delivery of deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

    (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. **ACCEPTANCE OF DEED** The acceptance *and recording* of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, *or reasonable and customary arrangements are made for delivery of said instruments promptly after the closing, in accordance with Massachusetts customary conveyancing practices.*

15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:

Type of Insurance	*Amount of Coverage*

(a) Fire and Extended Coverage $ as presently insured
(b) Other $ as presently insured

Risk of loss is to remain with the seller until the deed is recorded

16. **ADJUSTMENTS** As applicable, adjustments shall be made at closing for water, sewer, and other municipal charges in accordance with customary conveyancing practice. Further, real estate taxes for the then current fiscal year in which the closing takes place shall be apportioned and adjusted as of the Closing day and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The value of any fuel left at the premises for use by Buyer shall also be adjusted, if and as applicable.

17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKER's FEE** *The parties warrant to the other that no other real estate broker was involved in the transaction, and agree to indemnify the other and hold the other harmless for any loss resulting from a misrepresentation hereunder.*

19. **BROKER(S) WARRANTY** This clause is not applicable to this transaction

20. **DEPOSIT** Except as otherwise provided herein, all deposits made hereunder shall be held by seller's counsel, Kellem & Kellem, LLC, as escrow agent subject to the terms of this Agreement and which deposit shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER, or a final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the Deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder. No interest shall be payable on said deposit.

21. **BUYER's DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity. The parties agree and acknowledge that actual damages are difficult to ascertain and they are satisfied with their agreement to set the deposit as the amount of damages between them.

22. **RELEASE BY HUSBAND OR WIFE** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises, if and as applicable.

23. **BROKER AS PARTY** This clause is not applicable to this transaction

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

25. **WARRANTIES AND REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or the SELLER's agent(s): NONE except as may be specifically set forth herein, if and as applicable.

26. **MORTGAGE CONTINGENCY** This clause is intentionally deleted, there being no financing contingency in this transaction

27. **CONSTRUCTION OF AGREEMENT** This Agreement, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon

and inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.

28. **LEAD PAINT LAW** The Buyer acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises (i.e. BUYER herein) must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

The Seller shall have no liability to Buyer relative to the presence of any lead

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

30. **ADDITIONAL PROVISIONS**

A. **Limited Power to Bind Parties.** By execution of this Agreement, the BUYER and SELLER grant to their respective attorneys, as applicable, authority to act on their behalf for the limited purpose of executing any extension agreement required hereunder and other documents pertaining to the purposes of this Agreement, and agree to be bound thereby.

B. **Electronic and Facsimile Signature.** The parties agree that this Agreement shall be fully binding when signatures are delivered by facsimile or by scan and e-mail, and original signatures shall not be necessary to establish the validity of this document. The lack of a document containing original signatures shall not be a defense to the enforceability hereof. Signatures may appear on separate pages.

C. **Title Standards.** The parties agree that any title or practice matter which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA) in effect at the time for delivery of the deed, shall be governed by said standard to the extent applicable.

D. **Access.** From and after the date of this Agreement, and subject to the assent of the current tenant as to access to the interior of the home, SELLER agrees to permit BUYER and its designees, reasonable access at reasonable times to the said Premises . Said right of access shall be exercised only in the presence of SELLER or the SELLER's agent and only after reasonable prior notice to the SELLER. Consent to entry may be conditioned so as to minimize, to the greatest extent possible, interference with SELLER's use, occupancy and enjoyment of the Premises. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorney's fees), damages and claims for damage to property or persons caused by BUYER or Buyer's agent(s) while on the Premises or as a result of BUYER or Buyer's agent(s) being on the Premises.

E. **Notices.** Notwithstanding anything in this Agreement to the contrary, any notice required to be given hereunder shall be deemed given when and if delivered in hand, or sent postage prepaid by certified mail, return receipt requested, to the BUYER or SELLER, as the case may be, to the address set forth in Paragraph 1 herein, except if represented by counsel, as indicated below, to counsel by facsimile (receipt required) or by e-mail as follows: if to BUYER, to BUYER'S counsel: Walter Mirrione, Mirrione, Shaughnessy & Ulitti, LLC , 2 Batterymarch Park, Suite 302, Quincy, MA 02169, P. (508) 510-5727 / F. (508)857-0751, wmirrione@msullc.com; and if to SELLER, to SELLER'S counsel: Steven J. Kellem Kellem & Kellem, LLC, 100 Recreation Park Drive Suite 101 Hingham, MA 02043, P. (781) 804-1300 / F. (781) 804-1301,

Drive Suite 101 Hingham, MA 02043, P. (781) 804-1300 / F. (781) 804-1301, skellem@kellemandkellem.com

F. **"As Is" Condition Agreement and Acknowledgement.** . Pursuant to Paragraph 30(I)(iii), Buyer shall have thirty (30) days to conduct investigation of the Premises. In the event that Buyer does not exercise its right to terminate this Agreement pursuant to said Paragraph then BUYER acknowledges and agrees that BUYER will purchase the premises "as is" (as of the time of Buyer's home inspection or date of Offer to Purchase, as applicable) without any warranties or representations as to the condition of the premises of any kind, including its value, square footage, zoning compliance, condition and age of mechanical and electrical systems, the real estate taxes and the like. BUYER agrees that BUYER in not relying on the statement or representation of the SELLER or any person acting on SELLER'S behalf, except and unless such statement or representation is specifically set forth in this Agreement. The provisions of this paragraph shall survive the delivery of the deed.

G. **Seller Representations.** All of SELLER's representations under this Agreement (including any Rider or Addendum hereto) are to the best of SELLER's actual knowledge, without Seller having conducted any independent investigation or inquiry, and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing. Furthermore, any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions after the Closing.

H. **Execution of Documents at Closing.** Execution of Documents at Closing. The Seller agrees to sign at the time of closing customary Seller documents for residential real estate closings in the greater Boston area. Notwithstanding the preceding, however, and notwithstanding any conflicting clause in this Agreement or any rider thereto, in no event shall the Seller be required to make any representations or warranty in any title insurance document other than the standard representations pertaining to lack of basis for mechanics liens and there being no parties in possession.

I. Other. Notwithstanding anything herein to the contrary, the parties agree as follows

i) Prior to closing, Seller shall serve current tenant with notice to terminate the current tenancy at will, effective the last day of January, 2020.

ii) Until May 1, 2020, Buyer shall have the right to store 2 boats owned by the Seller on Buyer's adjacent property in a location as determined by Buyer and without charge therefor. The boats shall be insured by the Seller, and Seller shall be fully responsible and shall hold Buyer harmless for all condition matters relating to the boats until same are removed.

iii) Buyer shall have thirty (30) days from the date of this Agreement, to conduct any and all due diligence investigations that Buyer deems needed relative to Buyer's plans to construct housing units on the Premises or adjoining land. If Buyer is not satisfied, in Buyer's sole discretion, Buyer shall have the right to terminate this Agreement by written notice to Seller's counsel provided on or before the next business day following the thirtieth (30th) day from the date of this Agreement. In the event Buyer exercises the right to terminate, such notice shall constitute assent and instructions as follows: 50% of the deposit hereunder shall be returned to Buyer; 50% shall be retained by the Seller; and the parties release each other from all obligations under this Agreement. If no notice is timely provided, the parties agree that all contingencies will have expired.

Riders/Addendums. The terms of any riders or addendums annexed to this Agreement and signed or initialed by the parties are expressly made a part hereof.

EXECUTED UNDER SEAL ON THE DATE HEREINBEFORE SET FORTH

BUYER(S):
Shinglemill, LLC

By: Richard Lincoln Aug. 22, 2019

SELLER(S):

Boyd Fulton

RIDER A

Rider A to Purchase and Sale Agreement (Agreement) dated August 2019, by and between Boyd Fulton ("Seller"), and Shinglemill, LLC ("Buyer"), pertaining to the land with buildings and improvements thereon located at 152 Wilson Street, Rockland ("Premises"). This Rider is attached to and incorporated by reference in the Purchase and Sale Agreement of the parties, of even date.

1. Buyer has advised Seller that it intends to pursue with the Town of Rockland the termination of the public way located directly in front of and abutting the Premises. Seller agrees to cooperate with the Buyer efforts, at no expense to Seller.

2. Seller represents, as of the date of this Agreement, to the best of his knowledge, that:

(a) The lawful occupancy of the premises is as a single-family residence; and Seller has received no written notice or communication, of any complaint(s) or action(s), pending or threatened, from or by any state, federal or local administrative, judicial, or governmental agency or other public authority, or from any neighborhood or community association of which the Premises is a part, against Seller or against the Premises, including, without limitation, regarding the physical condition of the Premises and/or its status under applicable federal, state or local building, environmental and/or zoning laws, statutes, ordinances, rules or regulations ("laws") or under recorded covenants, conditions and/or restrictions ("CCR's"); and Seller has received no written notice of any violation of such laws or CCR's regarding the Premises;

(b) Seller has received no written notice of any litigation currently pending against the Seller and/or the Premises, and Seller has received no written notice of any taking by eminent domain or condemnation, actual or proposed, with respect to the Premises or any portion thereof;

(c) Seller has received no written notice of any betterment or other municipal assessment (exclusive of real estate taxes) against the Premises by the municipality in which the Premises is located or by any other governmental entity or which is under consideration

(d) The Premises contains and is served municipal water and sewer service provided by the Town of Rockland;

(e) Seller has not been required to purchase flood insurance as a condition fo any mortgage loan Seller has obtained on the Premises;

(g) There is no pending bankruptcy, mortgage foreclosure, involuntary dissolution, or other proceeding that will in any material way impact adversely upon the Seller's ability to perform on the closing date;

(h) The Premises are not the subject of any outstanding agreements with any person pursuant to which any person may acquire any interest therein or herein, and there are no contracts or agreements to which Seller is a party, including any tenancy or occupancy agreements, which affect or will affect the Premises and which will survive the Closing; and

(i) No written notice or written communication, not complied with prior to the date hereof, has been received by the Seller during Seller's ownership of the Premises from any insurance carrier regarding any dangerous, illegal or other condition requiring any corrective action.

If any facts or circumstances arise, or any notice is received or knowledge obtained, between the execution of this Agreement and the closing date, regarding any matter which is the subject of a warranty and representation under this Paragraph, Seller shall give Buyer immediate notice thereof and shall act reasonably and promptly to resolve any such matter. Buyer relies upon the foregoing representations in proceeding with this transaction, and all material matters set forth in this Paragraph shall be true and correct as of the closing date.

3. Seller agrees to remove all personal property not owned by the tenant and all debris from the grounds prior to closing
4. Seller represents to the best of knowledge that Seller is the sole record and beneficial owner of the Premises and that no other person shall be required to execute the deed to Buyer at Closing. Seller furthermore represents that he will execute the deed personally, and the parties agree that a deed executed under a Power of Attorney will not constitute a satisfactory deed under Paragraph 4 of this Agreement.

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

(a) all buildings, structures and improvements, including but not limited to driveways, garages, porches, decks, fences, and utility services and connections, and all means of access to the Premises, shall be located completely within the boundary lines of the said Premises, shall not be dependent upon easements over other property, and shall not encroach upon or under the property of any other person or entity;

(b) no building, structure or improvement of any kind, including but not limited to driveways, garages, decks, porches, swimming pools, septic systems, wells, and fences belonging to any other person or entity shall encroach upon or under the Premises;

(c) the Premises shall abut or have indefeasible access to a public way duly laid out or accepted as such by the municipality in which the Premises is located, providing the Premises with lawful and uninterrupted access to and from the Premises, by foot and motor vehicle;

(d) if there is a lot specific order of conditions, a Certificate of Compliance is or will be of record prior to closing ;

(f) title to the Premises is insurable to the benefit of the Buyer and Buyer's lender by a title insurance company acceptable to Buyer's lender, in a fee owner's policy of title insurance, at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and exceptions permitted under this Agreement.

6. Notwithstanding anything herein to the contrary: (a) the Seller hereby warrants and represents that, as of the date of closing, there shall be no sums due and owing for work and/or materials contracted for by Seller with respect to the Premises which could form the basis of a mechanic's lien pertaining to the Premises; (b) the Seller does hereby agree to indemnify the Buyer and hold the Buyer harmless with respect to any such lien affecting the Premises arising out of a breach of the representations set forth herein. The provisions hereof shall survive delivery of the deed.

7. Seller warrants and represents to Buyer that Seller is not a "foreign person" as defined by the federal Foreign Investment in Real Property Tax Act (the "Act"). At closing, Seller shall execute and deliver to Buyer a "non-foreign certificate" in compliance with I.R.C. s. 1445(b)(2). Seller acknowledges that if the Seller fails to deliver a completed non-foreign certificate, then Buyer shall be authorized to withhold from the closing proceeds an amount equal to ten (10%) percent of the gross amount to the Internal Revenue Service, as required by the Act. Seller does hereby forever release and discharge Buyer from all liability resulting from, or arising out of, Buyer's good faith compliance with the requirements of the Act.

BUYER(S):

Richard Lincoln Aug 22, 2019

SELLER(S):

Boyd Fulton

*** Electronic Recording ***
Doc#: 00027554
Bk: 51016 Pg: 303 Page: 1 of 4
Recorded: 04/19/2019 11:38 AM
ATTEST: John R. Buckley, Jr. Register
Plymouth County Registry of Deeds

****
MASSACHUSETTS EXCISE TAX
Plymouth District ROD #11 001
Date: 04/19/2019 11:38 AM
Ctrl# 123355 14991 Doc# Plymouth County Regist
Fee: $15,048.00 Cons: $3,300,000.00
****

Property Address: Vacant Land, Pond Street, Rockland, MA

QUITCLAIM DEED

Maurice Caparrotta a/k/a Mauricio Caparrotta a/k/a Maurizio Caparrotta, Trustee of Seven Hills Holding Trust u/d/t dated January 7, 2005, recorded with the Plymouth County Registry of Deeds in Book 29811, Page 152 and having an address of 195 Libbey Parkway, Unit #2, Weymouth, MA 02189

for consideration paid in the amount of $3,300,000.00

Grant to: Shinglemill, LLC, a Massachusetts limited liability company having an address of 4 First Street, Bridgewater, Plymouth County, MA 02324.

with Quitclaim Covenants

DESCRIBED ON EXHIBIT A ATTACHED HERETO.

For title reference, see: (i) deed recorded with Plymouth County Registry of Deeds in Book 29811, Page 152; (ii) confirmatory deed recorded with said Registry in Book 49955, Page 339; and (iii) Confirmation of the Commonwealth of Massachusetts Land Court Department of the Trial Court recorded with said Registry in Book 22818, Page 114.

SIGNATURES ON THE FOLLOWING PAGE

WITNESS my hand and seal this 18th day of April, 2019.

Maurice Caparrotta a/k/a
Mauricio Caparrotta a/k/a
Maurizio Caparrotta,
Trustee of Seven Hills Holding Trust

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 18th day of April , 2019, before me, the undersigned Notary Public, personally appeared Maurice Caparrotta a/k/a Mauricio Caparrotta a/k/a Maurizio Caparrotta, Trustee, proved to me through satisfactory evidence of identification, being ☑ a Massachusetts driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as the duly authorized trustee of Seven Hills Holding Trust.

Notary Public
My Commission Expires:

WALTER MIRRIONE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires on
January 16, 2026

EXHIBIT A

That certain parcel of land situate in Rockland, in the County of Plymouth and Commonwealth of Massachusetts, bounded and described as follows:

NORTHEASTERLY:	by the southwesterly line of Pond Street, one hundred sixty-four and 96/100 (164.96) feet;
SOUTHERLY:	by land now or formerly of Edward J. Murray et al, by land now or formerly of Dennis J. Lynch et al, and the end of Wright Street, one hundred fifty-nine and 92/100 (159.92) feet;
WESTERLY:	twenty-eight and 50/100 (28.50) feet;
SOUTHERLY:	one hundred (100.00) feet;
EASTERLY:	one hundred fifty-four (154.00) feet by land now or formerly of Robert L. Condon, Jr., et al;
SOUTHERLY:	by land now or formerly of Richard W. Montana, fifty (50.00) feet;
EASTERLY:	by said land now or formerly of Richard W. Montana, and by the end of Curry Street, one hundred ninety (190.00) feet;
SOUTHERLY:	one hundred (100.00) feet;
EASTERLY:	one hundred (100.00) feet by land now or formerly of Lawrence P. Foley et al;
SOUTHERLY:	by land now or formerly of Elmer W. Gilfether et al and by land now or formerly of Town of Rockland, one hundred thirty (130.00) feet;
EASTERLY:	by said land now or formerly of Town of Rockland, one hundred (100.00) feet;
SOUTHERLY:	by the northerly line of Wilson Street, two hundred forty (240.00) feet;
EASTERLY:	by Cedar Street, four hundred fifty and 80/100 (450.80) feet;
SOUTHERLY:	by lands of sundry adjoining owners, eight hundred eighty-two and 29/100 (882.29) feet;

WESTERLY:	six hundred twenty-five and 12/100 (625.12) feet;
NORTHWESTERLY:	one-hundred thirty-six and 58/100 (136.58) feet; and
SOUTHWESTERLY:	four hundred thirty-four and 81/100 (434.81) feet by land of Owner Unknown; and
NORTHERLY:	by land now or formerly of Morton S. Grossman, fifteen hundred twenty-two and 67/100 (1522.67) feet.

Said land is shown on a plan drawn by Stenbeck & Taylor, Inc., Surveyors, dated May 9, 2000, filed in the Land Court, a copy of a portion of which is recorded with the Registry of Deeds in Plan Book 45 at Page 1153.

So much of said land as is included within the limits of said Cedar Street is subject to the rights of all persons lawfully entitled thereto in and over the same.

Said land is subject to the easement set forth in two grants made by Herbert N. Wilson to The Southern Massachusetts Telephone Company (now Verizon New England, Inc.), one dated August 29, 1907, duly recorded in Book 977, Page 509, and one dated February 9, 1911, duly recorded in Book 1079, Page 457.

So much of said land as is included within the area marked "Drainage Easement (20.00 Wide)," approximately shown on said plan, is subject to the easement set forth in a taking by Commonwealth of Massachusetts, Department of Public Works, dated May 16, 1961, duly recorded in Book 2854, Page 65.

Said land is subject to the flow in the wetlands, approximately shown on said plan.

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

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

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

Name of Proposed Project: _____

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

Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	18,000,000.00
Private Equity	Tax Credit Equity	
Private Equity	Developer Fee Contributed or Loaned	4,893,579.00
Private Equity	Developer Overhead Contributed or Loaned	
Other Private Equity		
Public/Soft Debt		
Subordinate Debt		
Permanent Debt		
Permanent Debt		46,892,105.00
Construction Debt	*For informational purposes only, not to be included in Sources total*	46,892,105.00
Additional Source *(please identify)*		
Additional Source *(please identify)*		
Total Sources		$69,785,684.00

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value *(to be determined by MassHousing commissioned appraisal)* plus reasonable carrying costs.	4400000

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual)	
Actual Acquisition Cost: Land	4,400,000.00
Actual Acquisition Cost: Buildings	0.00
Subtotal Acquisition Costs	4,400,000.00
Construction Costs-Building Structural Costs (Hard Costs)	
Building Structure Costs	40,180,550.00
Hard Cost Contingency	4,754,374.00
Subtotal – Building Structural Costs (Hard Costs)	44,934,924.00
Construction Costs-Site Work (Hard Costs)	
Earth Work	1,200,000.00
Utilities: On Site	225,000.00
Utilities: Off-Site	
Roads and Walks	220,000.00
Site Improvement	
Lawns and Planting	140,000.00
Geotechnical Condition	50,000.00
Environmental Remediation	
Demolition	
Unusual Site Conditions/Other Site Work	980,000.00
Subtotal –Site Work (Hard Costs)	2,815,000.00
Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	1,061,550.00
Builder's Overhead	620,000.00
Builder's Profit	1,800,000.00
Subtotal – General Conditions Builders Overhead and Profit (Hard Costs)	3,481,550.00
General Development Costs (Soft Costs)	
Appraisal and Marketing Study *(not 40B "as is" appraisal)*	10,000.00
Marketing and Initial Rent Up *(include model units, if any)*	150,000.00
Real Estate Taxes *(during construction)*	50,000.00
Utility Usage *(during construction)*	50,000.00
Insurance *(during construction)*	360,000.00
Security *(during construction)*	20,000.00
Inspecting Engineer	40,000.00

	Budgeted
General Development Costs (Soft Costs) – *Continued*	
Fees to Others	
Construction Loan Interest	3,500,000.00
Fees to Construction Lender	150,000.00
Fees to Permanent Lender	300,000.00
Architecture/Engineering	1,475,000.00
Survey, Permits, etc.	
Clerk of the Works	
Construction Manager	
Bond Premiums *(Payment/Performance/Lien Bond)*	
Environmental Engineer	10,000.00
Legal	125,000.00
Title *(including title insurance)* and Recording	10,000.00
Accounting and Cost Certification *(incl. 40B)*	15,000.00
Relocation	
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	14,300.00
40B Land Appraisal Cost *(as-is value)*	7,000.00
40B Final Approval Processing Fee	2,500.00
40B Subsidizing Agency Cost Certification	5,000.00
Examination Fee	
40B Monitoring Agent Fees	20,000.00
MIP	
Credit Enhancement	
Letter of Credit Fees	
Other Financing Fees: Tax Credit Allocation Fee	
Other Financing Fees	
Development Consultant	
Other Consultants *(describe)* _____	
Other Consultants *(describe)* _____	
Syndication Costs	
Soft Cost Contingency	1,368,700.00
Other Development (Soft) Costs	
Subtotal – General Development Costs (Soft Costs)	7,685,000.00
Developer Fee and Overhead	
Developer Fee	1,400,000.00
Developer Overhead	175,631.00
Subtotal – Developer Fee and Overhead	1,575,631.00
Capitalized Reserves	
Development Reserves	
Initial Rent-Up Reserves	
Operating Reserves	
Net Worth Account	
Other Capitalized Reserves	
Subtotal – Capitalized Reserves	0.00

Summary of Subtotals

Item	Budgeted
Acquisition: Land	4,400,000.00
Acquisition: Building	0.00
Building Structural Costs (Hard Costs)	44,934,924.00
Site Work (Hard Costs)	2,815,000.00
General Conditions, Builder's Overhead, Profit (Hard Costs)	3,481,550.00
Developer Fee and Overhead	1,575,631.00
General Development Costs (Soft Costs)	7,685,000.00
Capitalized Reserves	0.00
Total Development Costs (TDC)	64,892,105.00

Summary

Total Sources	69,785,684.00
Total Uses (TDC)	64,892,105.00

Projected Developer Fee and Overhead*: 1575631

Maximum Allowable Developer Fee and Overhead**: 6469210

Projected Developer Fee and Overhead equals 25% of Maximum Allowable Fee and Overhead

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

*** Please consult the most recent DHCD Qualified Allocation Plan (QAP) to determine how to calculate the Maximum Allowable Developer Fee and Overhead. If you have questions regarding this calculation, please contact MassHousing.*

Initial Unit/Rent Schedule

Affordable Units *@ 80% AMI*	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	10	26	18	6	
Number Square Feet	625	750	1,132	1,389	
Monthly Rent	$1,561	$1,673	$2,007	$2,319	
Utility Allowance	$75	$94	$130	$152	

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

Describe utility allowance assumptions *(utilities to be paid by tenants)*:

Market Rate Units	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	28	77	53	18	
Number Square Feet	573	739	1,121	1,397	
Monthly Rent	$1,675	$2,250	$2,700	$2,950	

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

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lender:	$59,610,194
Annual Rate		5.257
Term		10
Amortization		30
Lender Required Debt Service Coverage Ratio		1.25

Gross Rental Income		$7,257,556
Other Income *(utilities, parking)*		$163,627
Less Vacancy (Market Units)	*5% (vacancy rate)*	$371,064
Less Vacancy (Affordable Units)	*5% (vacancy rate)*	$65,489

Gross Effective Income		$6,984,630
Less Operating Expenses	*Per Unit:* $8,790	$2,074,481

Net Operating Income		$4,910,149
Less Permanent Loan Debt Service		$3,153,684
Cash Flow		$1,756,465
Debt Service Coverage		1.56

Describe "other income": Late fees, legal fees, damage fees, termination fees, pet fees, parking, storage.

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	*Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.*	$3,108,014
Assumed Maximum Operating Expense/Unit*	*Number of Units:*	$13,170

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

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development.

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

5.2 Market Rental Comparables *(required)*

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

5.3 Market Study *(if requested)*

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

5.1 New England Fund Letter of Interest

ROCKLAND
TRUST

Where Each Relationship Matters®

October 10, 2019

Richard Lincoln
Shinglemill, LLC
C/O Coneco Inc.
4 1st Street
Bridgewater, MA 02324

Re: **Rockland, MA apartment project**

Dear Mr. Lincoln,

In response to your recent inquiry, please be advised that Rockland Trust Company (RTC) has a strong level of interest in being the Agent and participating in the financing of the above referenced property.

Borrower:	Shinglemill, LLC.
Total Bank debt amount:	$46,892,105
Equity Required:	$18,000,000
Loan term / Maturity:	5 years of interest-only payments: Thirty Six (36) months for ground-up construction; followed by 2 years of interest-only payments for property stabilization.
Interest rate:	Floating at FHLB plus 2.50%
Amortization:	n/a
RTC Fees:	75 basis points
Guarantor:	Mr. Robert R. Lincoln

Project:	To finance ground up construction on two residential buildings in Rockland, Massachusetts containing 236 units with 59 affordable units. Land to be unencumbered by mortgage upon closing of this proposed loan facility.
Prepayment:	*TBD*
Collateral:	1st mortgage on property located at 0 Pond Street, Rockland, MA with all current and future improvements.
Recourse:	Interest and carry, cost of collection and the standard carve-outs to be guaranteed by Mr. Robert R. Lincoln.
Covenants:	Maximum loan-to-cost ratio of 70%.
Guarantor Covenants:	Minimum Net Worth: TBD Minimum Liquidity: TBD
Financial Reporting:	The Borrowers and Guarantors shall furnish to the Bank annually within 120 days of each fiscal year-end financial statements and tax returns.
Environmental:	Satisfactory to Bank.
Appraisal:	Satisfactory to Bank (maximum loan-to-value ratio of 70%)
Additional Requirements:	In addition to the terms and conditions set forth above, the proposed loan will be subject to such other terms, conditions and requirements as are typical to a transaction of this nature and are required by the Bank (RTC) or its attorney.

Please understand that the above does not represent a formal commitment by RTC, but merely represents RTC's potential interest based upon the above referenced parameters.

Please do not hesitate to contact me should you have any further questions concerning this matter.

Sincerely,

Kenneth B. Ryvicker

Kenneth B. Ryvicker
First Vice President

ACCEPTED

BORROWER:

By:

Its:

5.2 Market Rental Comparables

Shinglemill QOZ
Rent Comparables

	Avaolon at Hingham Shipyard	Avalon Cohasset	Lenox Farms	Gradient	The Estates	The Commons at Southfield Highlands	The Ledges	The Mastlight	JSIP Webster Village	All Comps	Shinglemill QOZ	% of Comps
Year Built	2009	2011	2009	2018	2000	2012	2002	2018	2017	2011	2020	
Address	152 Shipyard Dr, Hingham, MA 02043	155 King St, Cohasset, MA 02025	550 Liberty St, Braintree, MA 02184	1 Gradient Ct, Weymouth, MA 02190	One Avalon Dr, Hull, MA 02045	200 Trotter Rd, Weymouth, MA 02190	1 Avalon Dr, Weymouth, MA 02188	10 Patriot Pkwy, Weymouth, MA 02190	295 Webster St, Hanover, MA 02339		Pond Street, Rockland, MA	
Units	235	220	338	242	163	226	296	265	76	229	236	
Occupancy	93.6%	100.0%	98.5%	Lease-up	98	95.1%	94.0%	96.6%	92.1%	1309%		
Owner	Avalon	Avalon	UDR Inc.	Dolben Management	Lincoln Property Management	Corcoran	Gaurdian Life Co.	Corcoran	JSIP			
Distance from Subject	7.6 miles	8.8 miles	8.0 miles	4.6 miles	8.6 miles	3.4 miles	5.6 miles	3.2 miles	2.5 miles	5.8 miles		
Average 1x1	$2,528	$1,918	$2,443	$1,948	$2,143	$1,956	$2,140	$2,178	$2,273	$2,170	$2,250	103.7%
Average SF	964	1,022	1,207	731	941	809	865	672	819	892	760	85.2%
Average $/SF	$2.62	$1.88	$2.02	$2.67	$2.28	$2.42	$2.47	$3.24	$2.77	$2.43	$2.96	
Average 2X2	$3,650	$2,740	$3,213	$2,267	$2,373	$2,334	$2,476	$2,571	$2,506	$2,681	$2,700	100.7%
Average SF	1,418	1,384	1,644	1,139	1,235	1,121	1,286	1,059	1,267	1,284	1,139	88.7%
Average $/SF	$2.57	$1.98	$1.95	$1.99	$1.92	$2.08	$1.92	$2.43	$1.98	$2.09	$2.37	
Average 3X2						$2,564	$2,804	$2,850		$2,739	$2,950	107.7%
Average SF						1,380	1,409	1,152		1,314	1511	115.0%
Average $/SF						$1.86	$1.99	$2.47		$2.09	$1.95	

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

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

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

Name of Proposed Project: Shinglemill

Development Team

Developer/Applicant: Shinglemill LLC

Development Consultant (if any): _____

Attorney: Mirrione, Shaugnessy & Uitti LLC

Architect: BKA Architects

Contractor: Coneco Building LLC

Lottery Agent: SEB

Management Agent: Jones Street

Other (specify): _____

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		BKA Architects
Local Permitting	Shinglemill LLC	
Financing Package	Shinglemill LLC	
Construction Management		Coneco Building LLC
Other		

Applicant's Ownership Entity Information

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

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

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

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

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

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

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

1. Applicant

Name of Applicant: Shinglemill LLC

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

State in which registered/formed: MA

List all Managing Entities of Applicant *(you must list at least one)*: Robert R Lincoln

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

Robert R. Lincoln

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

Coneco Building LLC
Coneco Engineers & Scientists, Inc.

2. Proposed Development Entity

Name of Proposed Development Entity: Shinglemill LLC

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

State in which registered/formed: MA

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

Robert R. Lincoln

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

Robert R. Lincoln

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

Coneco Building LLC
Coneco Engineers & Scientists, Inc.

Certification and Acknowledgment

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

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

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

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

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

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

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

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

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

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

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

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

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

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

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

6.2 Applicant Entity 40B Experience

Please identify <u>every</u> Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted.

6.3 Applicant's Certification

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

6.1 Development Team Qualifications

and

6.2 Applicant Entity 40B Experience

SECTION 6.1 & 6.2 - Development Team Prior Experience
SHINGLEMILL LLC

Development	Address	Housing type	Development Type	40(b)	Units	Completion	Role	Construction Lender	Permanent Lender	Comments
Three Hills	Harvard St, Mattapan	For Sale	New Construction		136	2023	Developer & Builder	Rockland Trust	N/A	Permitting - Construction Start 2020
Sawmill Village	Foundry St, Easton	For Sale	New Construction		49	2024	Developer & Builder	Norwood Bank	N/A	Permitting - Construction Start 2020
Eastondale	121 Pine St, S. Easton	For Sale	New Construction	Yes	28	2021	Developer & Builder	Norwood Bank	N/A	Under Construction
21East	21 East Street N. Attleboro, MA	Rental	New Construction		193	2020	Developer & Builder	Cambridge Savings	FNMA (?)	Under Construction
Webster Village	295 Webster Street Hanover, MA	Rental	New Construction	Yes	76	2018	Developer & Builder	East Boston Savings	East Boston Savings	Cost Cert. Approved
Welsch Woods	343 Bay Road N. Easton, MA	For Sale	New Construction	Yes	26	2017	Developer & Builder	Norwood Bank	N/A	Cost Cert. Approved
Wayside Farm	951 N Bedford Street E. Bridgewater, MA	For Sale	New Construction	Yes	66	2015	Developer & Builder	Norwood Bank	N/A	Cost Cert. Approved
Cranberry/Rosewood	Cranberry & Rosewood Lanes, Hingham, MA	For Sale	New Construction		11	2010	Developer & Builder	Rockland Trust	N/A	Complete
Northpointe	511 Washington Street Hanover, MA	Rental	New Construction	Yes	74	2009	Developer & Builder	Rockland Trust	Salem Five	Cost Cert. Approved

Robert R. Lincoln

PERSONAL PROFILE

Mr. Lincoln has thirty nine years of finance, accounting and management experience and over twenty years of real estate development and construction experience. His development experience includes all facets of land acquisition, entitlement, site design/layout, engineering, environmental (brownfields), surveying and construction. Mr. Lincoln's construction experience includes many single family remodels, over thirty custom homes ($610,000 to $2,100,000), over 100 production homes ($350,000 to $600,000) and three multi-family apartment projects – one currently under construction that contains 193 units with commercial. His construction experience includes house design (working with various architects and designers), site engineering design, construction management and marketing. Mr. Lincoln maintains Massachusetts Construction Supervisor (Unlimited) and Remodeler licenses.

Mr. Lincoln obtained his Bachelors of Science in Accounting from Bentley College in 1980, a Certificate of Public Accountancy (Texas and Massachusetts) and a Masters of Business Administration from Houston Baptist University in 1985. The CPA licenses are inactive at this time.

WORK EXPERIENCE

1999 – Present, Managing Member, Coneco Building LLC/Orchard Knoll, LLC, Bridgewater, MA. Co-owner of this residential development and construction firm. Projects include several single family production style home developments, many large custom homes, several multi-family rental projects and one garden style condominium project in the City of Boston.

1996 – 2018, President, F. L. Beard, Mt. Carmel, IL. President and majority owner of this crude oil exploration and production firm. Effected leveraged buyout and 3 subsequent acquisitions totaling $4.0MM. Current holdings include a major secondary recovery project that should yield approximately 411,000 barrels over 8 years (67% owned by FLB) and 1,100 acres of contiguous operating leases. Operations include approximately 120 barrels of net daily production and 5 work-over rigs, all operated and managed by 21 FLB employees. Business was sold to a competitor in 2018.

1992 – Present, President, Coneco Engineers & Scientists, Bridgewater, MA. Owner and operator of this 54 person civil engineering, surveying, and environmental consulting firm with offices in Bridgewater, MA, Westford, MA and Glastonbury, CT. Annual sales are $9MM plus.

1993 – 1999, Partner, R. D. Matthews Construction Co., Inc., Hanover, MA. Partner with Richard D. Matthews, a frame to finish developer/builder that was established in the 1950's. Projects included construction of custom colonial homes in Hingham, Norwell and Hanover, MA.

1988 – 1992, Senior Vice President & Partner, Venture Founders Partners, Lexington, MA. Officer of this venture capital firm founded in the early 1970's. Successfully raised $25MM to form a investment fund that eventually included investments in high technology, environmental services, magazine publications, and energy demand management (ESCO). Venture Founders' investment philosophy included active involvement in operational, finance, and strategic management decisions.

1985 – 1988, Vice President, The Maddox Interests, Houston, TX. Responsible for investment due diligence, investor relations, financial analyses, operations and re-financing/workouts for this private real estate and investment advisory firm. Development projects included high-rise commercial and industrial properties in Houston, Dallas and San Antonio. Representative projects included parking garages, data storage facilities, a hotel, and inner city historic rehabilitations. Other investment offerings managed included equipment leasing, oil & gas exploration and land development.

1983 – 1985, Chief Financial Officer, LAMCO, Houston, TX. Responsible for all financial operations for a $8MM annual sales railroad tank and hopper car leasing and management firm. Active member in merger/sale of company.

1980 – 1983 Senior Auditor, Fox & Company CPA's, Houston, TX. Responsibilities included financial audits and tax services for a wide variety of private and public companies based in Texas and Louisiana.

PROJECT EXPERIENCE

1985 – 1988, Suite Hotel, Dallas, TX. Working for owner/developer, provided financial and management oversight for the construction of a new 114 room suite hotel in Dallas, TX. Responsibilities included establishment and management of construction budgets, cost overrun management and post-construction operational oversight.

1994 – Present, Custom Built Homes, Various, MA. General manager and partner responsible for site development and construction of over 30 single family homes in the South Shore area. Homes range in size from 3,100 to 5,300 square feet. Duties include all facets of building process from site design, utilities, material management, subcontractor solicitation and management, budget control, time management and sales/marketing. Projects included permitting and infrastructure such as wetlands, Zoning Boards of Appeals, Planning Boards, Boards of Health, gas line extensions, road construction, drainage, hydrant extensions, etc.

Easton, MA – Comprehensive Permit, 26-Unit Duplex development (7 affordable). Development includes 13 duplexes, 7 of which are affordable under a Comprehensive Permit approved by MassHousing and the Town of Easton Zoning Board of Appeals. The homes are 2,200 square foot, 3-bedroom, 2 ½ bath duplex homes served by a common septic system and a 1,500 cul-de-sac. Completed 2017.

East Bridgewater, MA – Comprehensive Permit, 66-Unit Single Family and Duplex development. Project included 66 units on 29 acres serviced by 3,700 lineal feet of road. Sewage is handled by a 22,000 gallon per day pretreatment system filed with DEP under a Groundwater Discharge Permit. Site development was started July, 2005. The development is 100% Energy Star™ rated and all heating and air conditioning is by geothermal. Project completed in 2015.

Hanover, MA – Comprehensive Permit, 74-Unit Apartment development. Comprehensive permit project included two 3-story buildings serviced by elevators encompassing approximately 82,000 square feet. Rental units include upscale 1/1 and 2/2 units and a large first floor common area with administrative offices, library/reading room, function room with fireplace and kitchen. Project has direct frontage on Route 53 within close proximity to Route 3. Construction was completed June, 2009.

Hanover, MA – Comprehensive Permit, 76-Unit Apartment development. Comprehensive permit project includes two 3-story buildings serviced by elevators encompassing approximately 110,000 square feet located on 10 acres abutting Route 3. Rental units include upscale 1/1 and 2/2 units. Completed 2018.

Easton, MA – Comprehensive Permit, 28-Unit Single Family development. Comprehensive permit project includes 28 cottage style single family homes in a condominium regime. Construction began 2018 with anticipated completion 2021.

N. Attleboro, MA – 193-Unit plus commercial rental development. Project encompassed razing the historic and contaminated Balfour mill building, complete environmental cleanup and construction of rental units in 3-six story buildings with steel 1st floor podiums containing a parking garage, amenity spaces and commercial rental units. Anticipated completion 2020.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, (ii) submission to MassHousing, of a cost certification examined in accordance with AICPA attestation standards by ninety days of project completion (and prior to permanent loan closing if MassHousing is the permanent lender), of an audited cost certification by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature: _____

Name: Robert R. Lincoln

Title: Managing Member

Date: 10/29/19

7.1 Meetings/Correspondence with Town

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

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Shinglemill

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: August, 2019

Date copy of complete application sent to chief elected office of municipality: October 30, 2019

Date notice of application sent to DHCD: October 30, 2019

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

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

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership: 14300

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

b. Unit Fee *(all projects)* $50 per Unit: 11800

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*: 14300

Land Appraisal Cost

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

Required Attachments Relating to Section 7

7.1 Narrative describing any prior correspondence and/or meetings with municipal officials

7.2 Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the chief elected official of municipality (may be submitted after the application is submitted to MassHousing)

7.3 Copy of notice of application sent to DHCD

7.4 Check made out to MassHousing for Processing Fee ($2500)

7.5 Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee

7.6 W-9 (Taxpayer Identification Number)

7.2 Evidence of Mailing to Town

FROM: 5 LBS 1 OF 1

LEANNE THOMAS
(508) 697-3191
CONECO ENGINEERS & SCIENTISTS
4 1ST ST
BRIDGEWATER MA 02324-1056

MA 024 9-04

UPS NEXT DAY AIR 1

TRACKING #: 1Z F30 659 01 5450 9094

SHIP TO:

DOUGLAS LAPP
TOWN OF ROCKLAND
242 UNION STREET
TOWN ADMINISTRATOR
ROCKLAND MA 02370

REF 1:Shinglemill LLC Submission Package
REF 2:RRL

BILLING: P/P

WS 22.0.17 KONICA MINOLTA 17.0A 09/2019

Fold here and place in label pouch

FROM: 5 LBS 1 OF 1

LEANNE THOMAS
(508) 697-3191
CONECO ENGINEERS & SCIENTISTS
4 1ST ST
BRIDGEWATER MA 02324-1056

MA 023 1-01

UPS NEXT DAY AIR 1

TRACKING #: 1Z F30 659 01 5396 0679

SHIP TO:

GREG WATSON - MANAGER COMP. PERMITS
MASS HOUSING
ONE BEACON STREET
BOSTON MA 02108

REF 1:Shinglemill LLC Submission Package
REF 2:RRL

BILLING: P/P

WS 22.0.17 KONICA MINOLTA 17.0A 09/2019

Fold here and place in label pouch

FROM: 5 LBS 1 OF 1

LEANNE THOMAS
(508) 697-3191
CONECO ENGINEERS & SCIENTISTS
4 1ST ST
BRIDGEWATER MA 02324-1056

MA 023 1-01

UPS NEXT DAY AIR

TRACKING #: 1Z F30 659 01 5346 9282

1

SHIP TO:

JANELLE CHAN
DHCD
SUITE 300
100 CAMBRIDGE STREET
BOSTON MA 02114

REF 1:Shinglemill LLC Submission Package
REF 2:RRL

BILLING: P/P

WS 22.0.17 KONICA MINOLTA 17.0A 09/2019

Fold here and place in label pouch

7.3 DHCD Notice of Application

VIA: Overnight Delivery

MEMORANDUM

TO:	Janelle Chan, Undersecretary, Department of Housing and Community Development
FROM:	Shinglemill LLC, Robert R. Lincoln
DATE:	October 30, 2019
RE:	Shinglemill Apartments – Rockland, MA

Pursuant to 760 CMR 31.01(2)(c), please be advised that a comprehensive permit site approval application package for the Shinglemill apartment project in Rockland, MA was submitted to MassHousing today. This package was submitted on behalf Shinglemill LLC, represented by Robert R. Lincoln. This proposal is being submitted for review under the FHLBB New England Fund program.

If you have any questions or need any additional information, please contact me at 508-279-0067 #1.

7.4 MassHousing Processing Fee - $2,500

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	permitting-wip				2,500.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
10/29/19	10028	Mass Housing		$2,500.00

Rockland Trust
53-447/113

10028
TRADITIONAL

Shinglemill LLC
4 First Street
Bridgewater, MA 02324

Check Number 10028

DATE
Oct 29, 2019

AMOUNT
$ 2,500.00

Memo

PAY TO THE ORDER OF Mass Housing

Two Thousand Five Hundred and 00/100 Dollars

AUTHORIZED SIGNATURES

⑈010028⑈ ⑆011304478⑆ 795000238⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY

7.5 MHP Check - $14,300

Shinglemill LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
	permitting-wip				14,300.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
10/29/19	10027	Mass Housing Partnership		$14,300.00

Rockland Trust
53-447/113

10027
INTRADAWNOR

Shinglemill LLC
4 First Street
Bridgewater, MA 02324

Check Number: 10027

DATE
Oct 29, 2019

AMOUNT
$ 14,300.00

Memo:

PAY TO THE ORDER OF Fourteen Thousand Three Hundred and 00/100 Dollars

Mass Housing Partnership

AUTHORIZED SIGNATURE

⑈010027⑈ ⑆011304478⑆ 795000238 1⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK. VERIFY FOR AUTHENTICITY

7.6 W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4 First Street

Requester's name and address (optional)

6 City, state, and ZIP code
Bridgewater, MA 02324

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 3 - 3 3 1 2 5 9 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Noreen C. Cataldo **Date ▶** 10/22/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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