

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4907
www.franklinma.gov

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

DATE: February 21, 2024
TO: Franklin Planning Board
FROM: Department of Planning and Community Development
RE: 6 Forge Parkway
Site Plan

The DPCD has reviewed the above referenced Site Plan application for the Monday, February 26, 2024 Planning Board meeting and offers the following commentary:

General:

1. The site is at 6 Forge Parkway, and located in the Industrial Zoning District.
2. The proposed project includes the construction of a 36,000 sf manufacturing and warehouse building..
3. The Applicant has filed a NOI with the Conservation Commission.
4. Review letters will be provided from BETA, DPW and Fire.

Comments:

1. Per section §185-31.C(3)(i) – provide outdoor lighting, open space areas, snow storage.
2. Per section §185-31.C(3)(j) – provide location, size and sketch of all proposed signs.
3. Per section §185-31.C(3)(l) – provide a photometric plan.
4. Applicant should provide when the lot was created to verify zoning compliance.



FRANKLIN FIRE DEPARTMENT

To : DPCD

FROM : J. S. BARBIERI, DEPUTY FIRE CHIEF

DATE : 9 JANUARY 2024

RE : 6 FORGE PARKWAY – SITE PLAN

Thank you for the opportunity to review the above referenced plan.

If at all possible we would like to see the width of the access drive on the North/East side of the proposed building extended from 14 to 20 feet.

Please contact me should you have any question or require any additional information.

cc: file

Town of Franklin

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PLANNING BOARD

Submittal Requirements for Site Plans

1. (1) Original Form P and (1) copy
2. (1) Original **notarized** Certificate of Ownership and (1) copy
3. Certified list of Abutters within 300' from the Assessors Office
4. An electronic submission of the plan in PDF format to include the application and certificate of ownership. Electronic submissions should be sent via email to alove@franklinma.gov
5. Filing fee:

Up to 9,999 sf impervious coverage: \$1,500
10,000-24,999 sf impervious coverage: \$2,500
25,000-50,000 sf impervious coverage: \$4,000
50,000 sf + impervious coverage: \$4,000 + \$100 per each 10,000 sf impervious coverage

Make check payable to: "Town of Franklin"

The Fire Department charges a separate site plan review fee of \$50, and a modified site plan review fee of \$25.00. Please forward payment of this fee directly to the Fire Department made payable to "The Town of Franklin".

6. Plan submittal copies are:
 - a. (5) sets of 11" x 17" prints of site plan set
 - b. (2) sets of 24" x 36" prints of the site plan set (**folded**)
 - c. Supporting documentation
7. If required, go to Design Review Commission per Sec. 185-31.2.C
 - a. (1) Original Form Q
 - b. (9) color copies of all signage
 - c. (9) copies of plan facades, elevations, photometrics, and landscaping
8. The DPCD will advertise the Site Plan Application and process the abutter notifications at the applicant's expense. When the postal and advertising fees are determined, the DPCD will send an invoice to the applicant. Payment is expected upon receipt of the invoice. Please note that failure to reimburse the Town for these expenses in a timely manner may lead to delays in plan approval.
9. If a Special Permit is required, please complete the Special Permit Application and include it with the submission. Be sure to review the Special Permit Submission requirements.
10. Send one copy of all submittal requirements to the Board's Independent Engineer:

Gary D. James, PE
Senior Project Manager
BETA Group, Inc.
315 Norwood Park South, 2nd Floor
Norwood, MA 02062

Office Phone: 781-255-1982
Cell Phone: 339-927-1186
Fax no.:781-255-1974
Email: gjames@beta-inc.com

Please note: The applicant will be responsible for all fees associated with this review. BETA Group, Inc. will send a scope of work with an anticipated fee for services. Payment for the amount indicated will be expected prior to services rendered. The fee listed on the scope of services may increase subject to multiple plan modifications submitted for review.

FORM P

APPLICATION FOR APPROVAL OF A SITE PLAN

To the Franklin Planning Board:

The undersigned, herewith, submits the accompanying Site Plan entitled “ Site Development Plans for 6 Forge Parkway ” for approval under the provisions of the Zoning By-Laws of the Town of Franklin covering Site Plans.

1. Name of Applicant: Donegal LLC
Address of Applicant: PO Box 4430, Manchester, NH 03108
Phone No.: _____ Email: _____

2. Name of Owner (if not the Applicant): same as applicant
Address of Owner: _____
Phone No.: _____ Email: _____

3. Name of Engineer: Allen & Major Associates, Inc., c/o Michael Malynowski, PE
Address of Engineer: 400 Harvey Road, Manchester, NH 03103
Phone No.: 603.627-5500 Email: mmalynowski@allenmajor.com

4. Deed of Property recorded with Norfolk Registry of Deeds in Book 14286, Page 255, (or Certificate of Title No. _____)

5. Location and Description of Property: 6 Forge Parkway
Located on the east side of Forge Parkway, also abuts MA Route 140.
Parcel is undeveloped, was partially cleared in the early 2000's, and is partially wooded.

Square Footage of Building(s) Existing: None Proposed: 36,000 SF
Assessor's Map 272 Lot 5

6. Purpose of Site Plan: To permit construction of 36,000 SF manufacturing and warehousing facility with associated loading docks, parking, utilities, and storm water infrastructure.

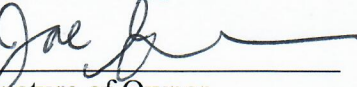
7. List of Waivers Requested (if any): Attach Form R for each waiver
Waiver to allow use of HDPE pipe in lieu of reinforced concrete pipe.



Signature of Applicant

Joe Geoghegan

Print Name of Applicant



Signature of Owner

Joe Geoghegan

Print Name of Owner

CERTIFICATE OF OWNERSHIP

I the undersigned Applicant, do hereby certify to the Town of Franklin, through its Planning Board, that all parties of interest to the below-listed plan are identified in Section B: below,

SECTION A:

Title of Plan: Site Development Plans for 6 Forge Parkway

Date of Plan: January, 2024 Assessor's Information: 272-005-000-000

Prepared by: Allen & Major Associates, Inc.

Type of Plan: 81-P; Prelim.; Def.; Site Plan

SECTION B:

Name of Record Owner(s): Donegal LLC

Address of Record Owner(s): PO Box 4430

Manchester, NH 03108

*If in the name of a Trust, Corporation or Partnership, list the names and addresses of all Trustee(s), Corporate Officer(s) or Partner(s):

*If in the name of a Trust or Corporation, list the Beneficiary(ies) of the Trust or the Shareholder(s) of the Corporation: _____

*If in the name of a Trust or Corporation, list the date, county, book and page of recording of the Trust Instrument, or the date and State of incorporation: _____

Executed as a sealed instrument this 30th day of January 2024


Signature of Applicant

Joe Geoghegan
Print name of Applicant


Signature of Owner

Joe Geoghegan
Print name of Owner

Merrimack County ss.

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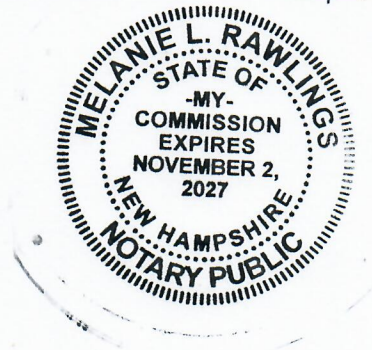
On this 30 day of January 2024, before me, the undersigned notary public, personally appeared Joe Geoghegan (name of Applicant), proved to me through satisfactory evidence of identification, which were Known personally to be the person whose name is signed on the preceding document in my presence.



(Official signature and seal of notary)

Notary Public: Melanie L. Rawlings

My Commission Expires: 11/2/27



N O T QUITCLAIM DEED N O T
A N (6 Forge Parkway) A N
O F F I C I A L O F F I C I A L
C O P Y C O P Y

CERTIFY
Barry T. Hannon
BARRY T. HANNON, REGISTER

We, GUENTHER REIBLING, LORENZ REIBLING, THOMAS M. ALPERIN AND THEODORE R. TYE, TRUSTEES OF FORGE PARK REALTY TRUST (collectively referred to herein as "Grantor" or "Grantors") under Declaration of Trust dated September 13, 1985, recorded with the Norfolk Registry of Deeds in Book 6797, Page 371, and filed with the Norfolk Registry District of the Land Court as Document No. 473641, as amended by an Amendment of Forge Park Realty Trust, dated November 21, 1988, recorded with said Deeds in Book 8153, Page 432 and filed with said Registry District as Document No. 556172, and by a Second Amendment of Forge Park Realty Trust dated as of August 6, 1993, recorded with said Deeds in Book 10031, Page 308 and filed with said Registry District as Document No. 665022, having an address c/o National Development of New England, 2310 Washington Street, Newton Lower Falls, Massachusetts 02162, in full consideration of Three Hundred Seventy-Five Thousand Dollars (\$375,000) paid, by power conferred by said Declaration of Trust and every other power, grant to Donegal LLC, a New Hampshire limited liability company ("Grantee"), having an address c/o Colwen Lodging LLC, Three Cheyenne Circle, Andover, MA 01810, with QUITCLAIM COVENANTS,

070314

00 JUL 19 PM 3:29

A certain parcel (the "Premises") of unregistered and registered land, together with the buildings and other improvements thereon, if any, situated in Franklin, Norfolk County, Massachusetts shown on Lot 2 on a plan entitled, "Plan of Property Owned By Trustees of Forge Park Realty Trust In Forge Parkway, Franklin, Massachusetts", dated March 21, 2000, by Andrews Survey & Engineering, Inc., to be recorded with the Norfolk Registry of Deeds herewith (the "Plan"), bounded and described as follows:

- SOUTHWESTERLY By the northeasterly side-line of Forge Parkway (a public way) as shown on the Plan, in two courses measuring together two hundred six and 50/100 (206.50) feet;
- NORTHWESTERLY AND NORTHERLY By Lot 1 as shown on the Plan, in three courses measuring together one hundred thirteen and 34/100 (113.34) feet;
- WESTERLY By the same, twenty-five and 83/100 (25.83) feet;
- NORTHERLY By the same, two hundred seventy-four and 45/100 (274.45) feet;
- NORTHWESTERLY By the same, in a curved line in two courses measuring together ninety-nine and 41/100 (99.41);

WESTERLY N O T N O T
 A N A N
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NORTHERLY C O P Y C O P Y
By the same, two hundred fifteen and 14/100 (215.14) feet;
By land shown on the Plan as now or formerly of the Commonwealth of Massachusetts Department of Highways, in two courses measuring together two hundred fifty-two and 42/100 (252.42) feet;

NORTHEASTERLY By the same, in two courses measuring together one hundred forty-six and 42/100 (146.42) feet;

NORTHERLY By the same, one hundred eighty-nine and 79/100 (189.79) feet;

NORTHWESTERLY By the same, fifty-four and 87/100 (54.87) feet;

NORTHEASTERLY By land shown on the Plan as now or formerly of Consolidated Rail Corporation, seventy-two and 04/100 (72.04) feet;

SOUTHEASTERLY By land shown on the Plan as now or formerly of Fred Wise, sixty-two and 90/100 (62.90) feet;

NORTHEASTERLY By the same, three hundred eleven and 18/100 (311.18) feet;

SOUTHWESTERLY By land shown on the Plan as now or formerly of Prudential Realty Acquisition Fund, sixty-nine and 03/100 (69.03) feet;

SOUTHERLY By the same, in three courses measuring together seven hundred ten and 28/100 (710.28) feet; and

SOUTHEASTERLY By the same, two hundred fifty-three and 22/100 (253.22) feet.

Containing 5.90 acres of land, more or less, according to the Plan.

The registered portion of the Premises is Land Court Lot 38 shown on Land Court Plan 7594-8. *filed with map. 126163.*

Such registered portion of the Premises is conveyed subject to the portion of land taken under an Order of Taking by the Commonwealth of Massachusetts Highway Department, dated June 22, 1994, filed as Document No. 695988, and recorded with the Norfolk Registry of Deeds in Book 10574, Page 251.

For Grantor's title, see Certificate of Title No. 121954 and a Deed dated September 17, 1985, recorded with the Norfolk Registry of Deeds in Book 6797, Page 405.

C O P Y

C O P Y

Grantor hereby reserves, as appurtenant to the "benefitted land"(hereinafter defined), the perpetual, non-exclusive right and easement to use, in common with others entitled thereto, that portion of the Premises shown on the Plan as the "30 FOOT WIDE UTILITY EASEMENT" (hereinafter the "30 Foot Wide Easement Strip") (i) to construct, maintain, replace, repair and relocate a sidewalk, and to use said sidewalk for pedestrian access purposes; and (ii) to install, maintain, repair, replace, relocate, and use in, on and under the 30 Foot Wide Easement Strip utility lines, pipes, fixtures and all appurtenances thereto, including, without limitation, the right and easement to enter upon the 30 Foot Wide Easement Strip at all reasonable times and from time to time in connection with the exercise of the foregoing. Grantor agrees that any such work (the "Work") will be conducted only after prior written notice of same has been provided to Grantee, which notice shall describe, in appropriate detail, the Work to be performed within the 30 Foot Wide Easement Strip and the names of the contractor(s) performing such Work. Grantor and its contractor(s) shall have a direct liability for the acts of employees, agents, suppliers, and subcontractors performing the Work, and shall indemnify and hold harmless the Grantee from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of such Work. Grantor's contractor(s) shall carry general liability insurance written on a comprehensive form including at a minimum the following coverages:

- Personal Injury
- Broad Form Property Damage
- Independent Contractors Coverage
- Broad Form General Liability Endorsement

Limits of Liability should not be less than:

BI & PD combined of

- \$1,000,000.00 Each Occurrence
- \$2,000,000.00 General Aggregate

Prior to starting the Work, the insurance herein required to be furnished shall be obtained from a responsible company or companies authorized to do business in the State of Massachusetts, and Grantor's contractor(s) shall provide copies of the policies or certificates thereof acceptable to the Grantee. During the period of any Work hereunder, Grantor shall provide for continuous access to, and egress from, the real property of Grantee for Grantee, its tenants, and licensees over and through the 30 Foot Wide Easement Strip granted herein, and shall indemnify Grantee, its tenant and licensees from any damages to property or persons caused directly or indirectly by such Work. Grantee shall have the unfettered right to travel across, construct, repair and maintain driveways, paved areas, landscaping and signage over and upon the 30 Foot Wide Easement Strip. If, during the course of any Work permitted hereunder, the Grantee's paving, roadways, signs, landscaping or utilities are disturbed, damaged, removed

or relocated, Grantor shall forthwith restore and repair same to the condition existing before the commencement of such Work.

Said Premises are conveyed subject to the following restrictions hereby imposed for the exclusive benefit of the Grantors and their successors in trust as owners of the benefitted land hereinafter described and of such of those successors in title to any portions of the benefitted land, if any, to whom the right to enforce these restrictions may hereafter be expressly granted of record:

1. Design Review and Approval

In order to achieve continuity and compatibility of architecture, landscaping, and site development, all plans and specifications pertaining to building and site design (including subsequent alterations and additions) shall be subject to review and prior written approval by the Grantors or such successors. Plans to be submitted for approval shall include (a) the plans required for Site Plan Review as specified in the Town of Franklin Zoning By-Law (including site layout, utilities, drainage, lighting, parking, signage, and landscaping), (b) Building Design Plans and Specifications for building materials, colors, finishes, architectural treatments and rooflines, (c) a complete set of Construction Documents, and (d) plans of any Design Revisions made subsequent to approval of Construction Documents.

Such plans shall conform to the master development plans for Forge Park (master drainage, definitive subdivision, and utility infrastructure plans) except with written consent from the Grantors or such successors. Application for site plan review by the Town of Franklin shall not be made until Site Plan Review plans have been approved by the Grantors or such successors. Application for a Building Permit shall not be made until Building Design Plans and Specifications and Construction Documents have been approved by the Grantors or such successors.

The design review process is intended to facilitate the development and coordination of building plans in addition to the enforcement of these protective restrictions. All plans shall be reviewed by the Grantors or such successors within thirty (30) days from submission. Upon completion of construction in accordance with approved plans, the Grantors and such owners or such successors, upon request, shall execute an instrument in recordable form approving such construction.

2. Uses Allowed ^{N O T} _{A N} ^{N O T} _{A N}

No uses shall be made of the Premises except for the purposes of office, light industry, manufacturing, research and development, warehousing and distribution, hotel, conference/educational training, child care, fitness, telecommunications transmission, and limited retail uses in compliance with the local zoning by-laws and regulations. Any other uses must be approved by the Grantors or such successors. No use shall be offensive to the surrounding area by reason of odor, fumes, dust, smoke, noise or pollution, nor hazardous by reason of danger of fire, explosion, or improper use and storage of hazardous waste materials.

No use of the Premises shall consume more than 15,000 gallons per day of water without the express written consent of the Grantors or such successors.

3. Development Density

Minimum setbacks for buildings shall be fifty (50) feet from all street lines, thirty (30) feet from side property lines and thirty (30) feet from rear property lines. The front yard (50 foot setback) shall be maintained as a 75% landscaped area with only paved driveways and sidewalks allowed. Where possible, a minimum fifty (50) foot setback area with existing landscaping shall be maintained along Forge Parkway. For side and rear yards, fifteen (15) foot setback lines shall be maintained as landscaped areas with the exception of 25% of such area allowed for paved driveways and sidewalks. Minimum fifty (50) foot setback and landscaped areas (with existing vegetation to remain) shall be maintained for land abutting residentially zoned property.

4. Building Exterior

To maintain a quality standard of construction and appearance, the exterior walls of each building shall be constructed of brick, architectural concrete block, architectural pre-cast concrete, porcelain enamel or similar metal panels, or other comparable material approved by the Grantors or such successors. Metal panels may be used only in combination with one of the above materials upon the specific approval of the Grantors or such successors. Building roofs shall be flat, with a slope of no more than one foot per twenty-four (24) lineal feet. All rooftop structures or equipment shall be screened so as not to be visible from public view. With the approval of the Grantors or such successors, the requirement of screening may be waived if rooftop equipment is organized in a consistent pattern and painted a uniform color so as to present an inoffensive roofscape. All equipment mounted at grade, including electrical transformers, shall be architecturally related to its surroundings and screened with landscaping or approved fencing material.

5. Loading Docks ^{N O T} ^{A N} ^{N O T} ^{A N}
Loading docks shall not be permitted to face any street or primary access roadways within Forge Park. Where necessary, structural buffers and/or landscaping shall be provided to screen loading areas from public view. No loading dock shall be located less than one hundred (100) feet from the front property line.

6. Parking Areas
Parking areas shall be surfaced with bituminous concrete, concrete, brick, or approved equal. Paved areas shall be kept in good condition and shall be resurfaced or sealed as needed. Any cracks, fractures, potholes or fissures shall be repaired promptly. Curbing shall be provided to control drainage runoff from parking areas. Type VB vertical granite curb shall be provided at curb cuts adjoining park roadways. No on-street parking shall be permitted. Parking of vehicles shall only be permitted on paved areas.

7. Open Storage
Open storage shall be permitted provided such storage (a) is located to the rear of the front line of the principal building and, in all events, at least one hundred (100) feet from any street, (b) shall not exceed fourteen (14) feet in height, and (c) shall be screened from public view by substantial means, such as an ornamental wall or approved fencing erected in such a way as not to make the exterior appearance of the building or views from adjacent buildings unacceptable. Plans for open storage shall be submitted for approval by the Grantors or such successors.

8. Temporary Structures
No temporary structures (including, without limitation, storage trailers) shall be permitted on the Premises except for construction trailers during the period of construction.

9. Lighting
Walkways and parking areas shall be adequately lighted. No exterior lighting shall be mounted higher than twenty-five (25) feet above finished grade, and lighting sources shall be shielded to prevent excessive glare. Building mounted lighting shall not be permitted for illumination of yards to the front and street side of buildings. Properties adjacent to residential areas shall design lighting plans to minimize lighting impact and glare on residential areas. In all cases, lighting shall not spill beyond site boundaries. Lighting source shall be metal halide, fluorescent, incandescent, or mercury vapor.

10. Utility Service Lines N O T
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 All utility service lines shall be placed underground. O F F I C I A L
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11. Storage Tanks

All above ground or underground storage tanks used for gasoline, chemicals, gases or other substances shall be subject to approval by the Grantors or such successors. Requests for such approval shall include (a) plans for the installation of such tanks, (b) evidence that the tanks will not pose a threat to the environment, and (c) evidence of compliance with local, state, and federal regulations. The Grantors or such successors also reserve the right to enter upon the Premises and to perform, at the expense of the owner of the Premises, periodic environmental testing by a qualified company to assure that the use of the Premises is not contaminating soil or groundwater.

12. Signage

The purpose of signage standards is to assure a consistency of park signage and enhance the visual unity and clarity of the park environment. Building/site identification signs must conform to park standards. All signs within individual sites shall be internally consistent. All signs shall be reviewed for approval by the Grantors or their successors prior to installation.

Attached to Structures

Signs shall not extend above the roof line of the structure or wall of which the sign is attached. The area of the sign shall be no greater than twenty percent (20%) of the exterior wall area. The height of the letters shall be limited to five (5) feet. Signs shall not extend greater than eighteen (18) inches from the building wall.

Free Standing Signs

Free standing signs for business identification shall be required and shall be limited to park signage system standards as determined by the Grantors or such successors.

Illumination

Illumination signs must be restrained in order not to detract from the aesthetics of the park. Flashing and moving signs are not permitted.

Traffic Control and Directional Signs

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All signs employed for traffic and directional purposes (i.e., parking, shipping and receiving, etc.) shall be not greater than four (4) square feet and shall be installed no closer than twenty-five (25) feet inside of street right of way lines.

Temporary Signs

Temporary signs shall be allowed during the construction period only and must conform to park signage system standards as determined by the Grantors or such successors.

13. Building Maintenance

Reasonable care shall be taken to maintain all structures, landscaping, and site improvements in accordance with the condition as of the completion of construction. In the event there is a partial or total destruction of a structure or other improvements, the owner of the structure shall commence and proceed as soon as practicable, but in no case later than six (6) months after the event, either: (1) to rebuild the damaged structure and/or improvements, or (2) to demolish the damaged structure and/or improvements and to restore the Premises as much as practicable to their condition prior to construction.

14. Condition of Premises

If property is unimproved, grass and weeds must be kept cut below ten (10) inches. If property is improved, it must be landscaped within six (6) months upon completion of construction (or not later than is practicable based on weather and growing conditions) according to a plan approved by the Grantors or such successors. Landscaping shall be designed to provide a park-like setting for the buildings and to screen parking, loading, and road areas. Minimum standards for trees include: street trees 2" caliper, evergreen trees 4' - 6' height, and deciduous ornamental and screening trees 2" caliper.

All grounds shall be maintained in first-class condition suitable to a quality industrial park. All properties must be kept free of litter, trash, and debris at all times. Dead leaves shall be removed promptly from all lawns and paved areas. If, in the opinion of the Grantors or such successors, property is poorly maintained, and after thirty (30) days prior notice to the owner, the Grantors or their successors reserve the right to enter upon the Premises and to maintain the same in proper condition at the owner's expense.

During construction, streets within the park shall be kept free of dust, dirt, or litter generated by construction on the property. If such construction operations

cause excessive dirt on park roadways, the Grantors or such successors may arrange for appropriate cleaning at the expense of the owner of the Premises.

15. Refuse

All waste materials shall be stored in closed containers screened from public view by structural barriers and/or landscaping. Dumpsters shall not be permitted to face any street or primary access road.

16. Painting

All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat, and orderly manner.

17. Subdivision of Property

The premises shall not be subdivided without the express approval of the Grantors or such successors.

18. Administration and Enforcement

These restrictions shall remain in effect until January 1, 2029 and may be extended for successive periods of twenty (20) years each pursuant to General Laws, Chapter 184, Section 27, as the same may be amended.

Approvals may be given, and these restrictions waived in particular respects, only by an instrument in writing signed by the Grantors or their successors in trust, as long as they are owners of any portion of the benefitted land hereinafter referred to, or their successors in title to whom the exclusive benefit of these restrictions may hereafter have been expressly granted of record, or by any agent to whom authority therefor may have been delegated by the Grantors or such successors by instrument duly recorded, and such instrument, whether or not recorded, shall be binding on all persons succeeding to the benefit of these restrictions. The completion for more than six (6) months of any construction, other than exterior signs, driveways, parking areas, grading and landscaping, shall be conclusive evidence of approval or waiver unless suit for enforcement has been theretofore commenced and notice thereof theretofore recorded appropriately to affect the record title to the premises and any such construction may be repaired or replaced in case of damage or destruction. No owner shall be responsible except for violations occurring on his land while owner.

No general or common scheme shall be implied in favor of the granted Premises nor shall the Grantors or their successors be under any duty or obligation to enforce any restrictions which may be imposed on other premises within Forge Park.

The "benefitted land" consists of the registered and unregistered land in Franklin, Norfolk County, Massachusetts shown on a plan entitled: "Plan of Land in Franklin, Mass.", dated October 30, 1980, by Schofield Brothers, Inc., recorded with the Norfolk Registry of

Deeds in Plan Book 286 as Plan No. 1071 of 1980, but only to the extent owned by the Grantor as of the date hereof.

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Said premises are also conveyed subject to and with the benefit of all rights, easements and restrictions of record, insofar as now in force and applicable, and subject to real estate taxes assessed but not yet due and payable, which the Grantee by its acceptance hereof assumes and agrees to pay.

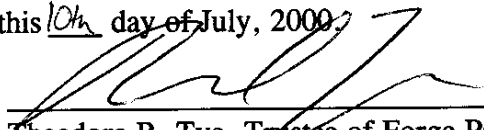
By its acceptance and recording hereof, the Grantee agrees, for itself, its successors and assigns as owner of the Premises, to pay the Grantor for park common area fees and maintenance costs allocable to the Premises, incurred by the Grantor for town approved subdivision roads (including any such roads which have been accepted as public roads by the Town of Franklin) including such items as (a) snowplowing and landscaping, (b) roadway, utility, lighting and drainage maintenance and operational costs, (c) any costs incurred to supplement the Town of Franklin performance, repair and maintenance of the items described in subclauses (a) and (b) of this sentence and (d) taxes and management fees associated with the foregoing (hereinafter the "Parkwide Annual Maintenance Costs"). The portion of the Parkwide Annual Maintenance Costs allocable to the Premises (the "Premises Maintenance Fee") shall be 3.79%. The Premises Maintenance Fee shall be due and payable on an annual basis within thirty (30) days following the receipt by Grantee, its successors or assigns of an invoice from the Grantor for such portion of the Parkwide Annual Maintenance Fee. Such invoice shall state (a) the Premises Percentage for the Premises, (b) the Parkwide Annual Maintenance Costs actually incurred, and (c) the Premises Maintenance Fee. If the Grantee fails to make payment of the Premises Maintenance Fee within such thirty (30) day period, then the Grantor may record a notice to such effect which shall constitute a lien on the Premises. Grantor shall keep and maintain accurate and detailed records of all expenses for maintenance and operation of the Parkwide Annual Maintenance Costs substantiating the Premises Maintenance Fee for a period of two (2) years following the issuance of any such annual invoice and the same shall, upon demand, be made available at any time and from time to time, during reasonable business hours, at the office of Grantor for inspection by Grantee.

In the event that the Grantee does not commence the construction of a limited services hotel on the Premises for initial operation as a Marriott hotel (or another hotel name of comparable quality so long as the same is approved in advance in writing by the Grantor, which approval shall not be unreasonably withheld or delayed), within two (2) years of the date of this Deed, the Grantor shall have the option to repurchase the Premises from the Grantee or the Grantee's title nominee for the consideration stated hereunder on the first page of this Deed, except that the Grantor shall not have such option to repurchase the Premises if the owner of the parcel of land shown as Lot 1 (the "Lot 1 Premises") commences the construction within two (2) years of the date of this Deed of a limited services hotel on the Lot 1 Premises for initial operation as a Marriott hotel (or another hotel name of comparable quality so long as the same is approved in advance in writing by the Grantor, which approval shall not be unreasonably withheld or delayed). Such option by the Grantor shall be exercisable by written notice given to the Grantee or Grantee's title nominee within ninety (90) days after the expiration of such two (2) year period. The Grantor's exercise notice shall include a date, time and place for the closing of such purchase and sale, which time and date shall be no more than forty-five (45), and no less than thirty (30), days after the delivery of such exercise notice and

which place shall be in the Greater Boston area. In the event of such timely exercise of such option by the Grantor, the Premises shall be conveyed to the Grantor on the date included in Grantor's exercise notice by a good and sufficient Massachusetts quitclaim deed in a form appropriate for recording and filing with the Norfolk Registry of Deeds and the Norfolk Registry District of the Land Court free from encumbrances except for the "Permitted Encumbrances" described in that certain Purchase and Sale Agreement dated August 30, 1999 between Grantor and Turnberry LLC. Commencing on the date of Grantor's delivery of such exercise notice, Grantor shall have the right to a twenty (20) day review period in which to perform investigations of the Premises and, in the event that the Grantor is not satisfied with the result of such investigations, the Grantor shall have the right to revoke its exercise of such repurchase option by delivering written notice to the Buyer within ten (10) days after the expiration of such twenty (20) day review period.

And we do hereby certify pursuant to Article VI, Section 2 of the Declaration of Trust creating said Forge Park Realty Trust, that all of the beneficiaries of said Declaration of Trust, pursuant to Article IV thereof, have specifically directed one or more of the Trustees in writing to execute, acknowledge and deliver the within instrument on behalf of all of the Trustees; and we do further certify that said Declaration of Trust has not been modified, amended, or terminated except as said forth above and is in full force and effect as of the date hereof and that Theodore R. Tye, Thomas M. Alperin, Lorenz Reibling and Guenther Reibling are all of the Trustees thereof.

WITNESS my hand and seal as of this 10th day of July, 2000.



Theodore R. Tye, Trustee of Forge Park Realty
Trust and not individually

For himself and his co-Trustees

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss. ^{NOT} ^{NOT} ^{AN} ^{AN} July 6, 2000
OFFICIAL OFFICIAL

Then personally appeared the above-named Theodore R. Tye, and acknowledged the foregoing instrument to be his free act and deed as Trustee of Forge Park Realty Trust as aforesaid, before me.

Timothy M. Smith

Notary Public
My Commission Expires: 11/01/2003

AFFIX NOTARIAL SEAL

#864043v2 <image> -Deed for 6 Forge Parkway.wpd

CRSH \$1710.00

FEE \$1710.00

07/19/00 3:11PM
000000 \$1190

DEEDS REG#17
BOSTON
JUL 19 2000

CANCELLED



128746

Abutter's List Request Form

Status: Active

Submitted On: 1/8/2024

Primary Location

6 FORGE PKWY
FRANKLIN, MA 02038

Owner

DONEGAL LLC
P O BOX 4430
MANCHESTER, NH 03108

Applicant

Stephen Mayer
 603-627-5500
 smayer@allenmajor.com
 400 Harvey Road
Manchester, New Hampshire 03103

Abutter's List Request Form

Which Board/Commission is requiring this list?*

Planning Board

What is the purpose for the request?*

Site Plan Application

How would you like to receive this abutters list?*

Emailed

What email address should we use to send you the abutters list?*

smayer@allenmajor.com

General Parcel Information

Assessor's Parcel ID*

272-005-000-000

Property Street Address*

6 Forge Parkway



6 FORGE PKWY - 300' ABUTTERS

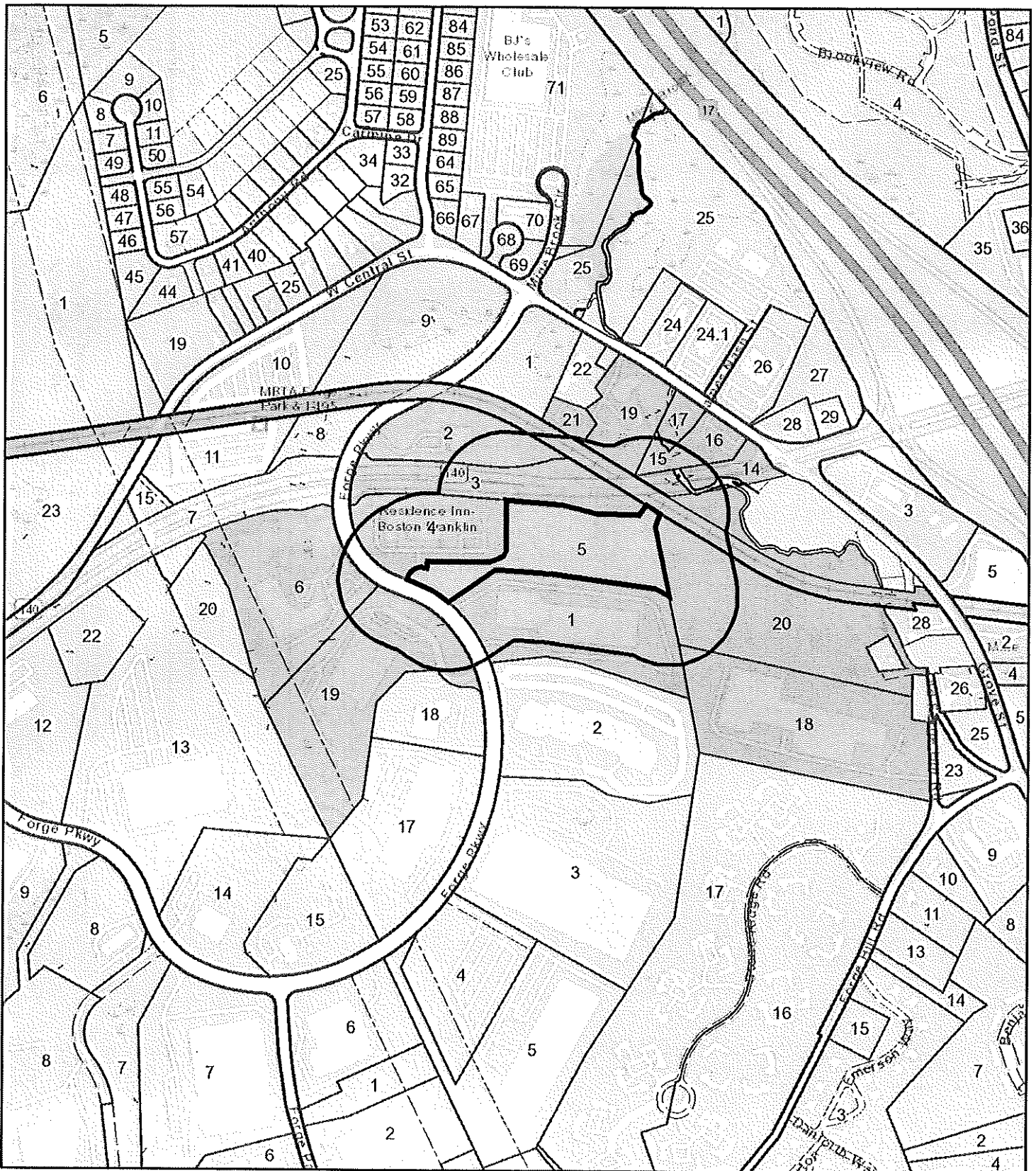
Franklin, MA



January 8, 2024

1 inch = 600 Feet

www.cai-tech.com



This information is believed to be correct but is subject to change and is not warranted.



300 foot Abutters List Report

Franklin, MA
January 08, 2024

Subject Property:

Parcel Number: 272-005-000
CAMA Number: 272-005-000-000
Property Address: 6 FORGE PKWY

Mailing Address: DONEGAL LLC
P O BOX 4430
MANCHESTER, NH 03108

Abutters:

Parcel Number: 271-006-000
CAMA Number: 271-006-000-000
Property Address: GROVE ST

Mailing Address: NEW YORK CENTRAL LINES LLC C/O
CSX TRANSPORTATION INC TAX
DEPARTMENT
500 WATER ST (C 910)
JACKSONVILLE, FL 32202

Parcel Number: 271-012-000
CAMA Number: 271-012-000-000
Property Address: WEST CENTRAL ST

Mailing Address: FRANKLIN TOWN OF
355 EAST CENTRAL STREET
FRANKLIN, MA 02038

Parcel Number: 271-014-000
CAMA Number: 271-014-000-000
Property Address: WEST CENTRAL ST

Mailing Address: COMMONWEALTH OF
MASSACHUSETTS HIGHWAY
DEPARTMENT
10 PARK PLAZA
BOSTON, MA 02116

Parcel Number: 271-015-000
CAMA Number: 271-015-000-000
Property Address: WEST CENTRAL ST

Mailing Address: FORGE PARK REALTY TRUST C/O
NATIONAL DEVELOPMENT
2310 WASHINGTON ST
NEWTON LOWER FALLS, MA 02462

Parcel Number: 271-016-000
CAMA Number: 271-016-000-000
Property Address: 828 WEST CENTRAL ST

Mailing Address: UNIONVILLE GS LLC C/O RETAIL
BUSINESS SERVICES
PO BOX 6500 STOP & SHOP TENANT
CARLISLE, PA 17013

Parcel Number: 271-017-000
CAMA Number: 271-017-000-000
Property Address: 834-836 WEST CENTRAL ST

Mailing Address: DEPEDRO, DENISE R TR 834-836 W
CENT ST RLTY TR C/O DIANE PADULA
23 SPRUCE POND ROAD
FRANKLIN, MA 02038

Parcel Number: 271-019-000
CAMA Number: 271-019-000-000
Property Address: 860-862 WEST CENTRAL ST

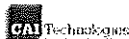
Mailing Address: BROOKDALE MILL REALTY LLC
860 WEST CENTRAL ST
FRANKLIN, MA 02038

Parcel Number: 271-021-000
CAMA Number: 271-021-000-000
Property Address: WEST CENTRAL ST

Mailing Address: WISE FREDERICK R L
880 WEST CENTRAL ST
FRANKLIN, MA 02038

Parcel Number: 272-002-000
CAMA Number: 272-002-000-000
Property Address: 2 FORGE PKWY

Mailing Address: SSA AT FORGE PARK LLC C/O TITAN
REALTY & CONSTRUCTION
1 PLAZA RD STE LL-1
GREENVALE, NY 11548



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.



300 foot Abutters List Report

Franklin, MA
January 08, 2024

Parcel Number: 272-003-000
CAMA Number: 272-003-000-000
Property Address: FORGE PKWY

Mailing Address: COMMONWEALTH OF
MASSACHUSETTS HIGHWAY
DEPARTMENT
10 PARK PLAZA
BOSTON, MA 02116

Parcel Number: 272-004-000
CAMA Number: 272-004-000-000
Property Address: 4 FORGE PKWY

Mailing Address: NEP FRANKLIN MA OWNER LLC C/O
LAURA BENNER
545 E JOHN CARPENTER FREEWAY STE
1400
IRVING, TX 75062

Parcel Number: 272-005-000
CAMA Number: 272-005-000-000
Property Address: 6 FORGE PKWY

Mailing Address: DONEGAL LLC
P O BOX 4430
MANCHESTER, NH 03108

Parcel Number: 272-006-000
CAMA Number: 272-006-000-000
Property Address: 3 FORGE PKWY

Mailing Address: HAMILTON STORAGE TECHNOLOGIES
3 FORGE PKY
FRANKLIN, MA 02038

Parcel Number: 275-001-000
CAMA Number: 275-001-000-000
Property Address: 8 FORGE PKWY

Mailing Address: FORGE PARKWAY OWNER LLC C/O
GOLDMAN SACHS ASSET MGMT ATTN:
ZACH SWANGER
2001 ROSS AVE
DALLAS, TX 75201

Parcel Number: 275-019-000
CAMA Number: 275-019-000-000
Property Address: 5 FORGE PKWY

Mailing Address: DADDARIO, JAMES F, TR PATALANO,
CURTIS TR C/O NEW
ENGLANDTREATMNT ACCESS
5 FORGE PKY
FRANKLIN, MA 02038

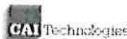
Parcel Number: 276-018-000
CAMA Number: 276-018-000-000
Property Address: 1 OLD FORGE HILL RD

Mailing Address: FRANKLIN LIMITED PARTNERSHIP C/O
IRON MOUNTAIN
1101 ENTERPRISE DRIVE
ROYERSFORD, PA 19468

Parcel Number: 276-020-000
CAMA Number: 276-020-000-000
Property Address: GROVE ST

Mailing Address: MARGARET C RANIERI TR CATHERINE
R MILLER TR RANIERI TRUST
59 PLEASANT ST
FRANKLIN, MA 02038

Kevin M. Doyle, 1-8-24



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.

BROOKDALE MILL REALTY LLC
860 WEST CENTRAL ST
FRANKLIN, MA 02038

MARGARET C RANIERI TR CAT
RANIERI TRUST
59 PLEASANT ST
FRANKLIN, MA 02038

COMMONWEALTH OF
MASSACHUS
HIGHWAY DEPARTMENT
10 PARK PLAZA
BOSTON, MA 02116

NEP FRANKLIN MA OWNER LLC
C/O LAURA BENNER
545 E JOHN CARPENTER
FREEWAY STE 1400
IRVING, TX 75062

DADDARIO, JAMES F, TR PAT
C/O NEW ENGLANDTREATMNT A
5 FORGE PKY
FRANKLIN, MA 02038

NEW YORK CENTRAL LINES LL
C/O CSX TRANSPORTATION IN
500 WATER ST (C 910)
JACKSONVILLE, FL 32202

DEPEDRO, DENISE R TR 834-
C/O DIANE PADULA
23 SPRUCE POND ROAD
FRANKLIN, MA 02038

SSA AT FORGE PARK LLC
C/O TITAN REALTY & CONSTRU
1 PLAZA RD STE LL-1
GREENVALE, NY 11548

DONEGAL LLC
P O BOX 4430
MANCHESTER, NH 03108

UNIONVILLE GS LLC
C/O RETAIL BUSINESS SERVI
PO BOX 6500 STOP & SHOP
TENANT
CARLISLE, PA 17013

FORGE PARK REALTY TRUST
C/O NATIONAL DEVELOPMENT
2310 WASHINGTON ST
NEWTON LOWER FALLS, MA
02462

WISE FREDERICK R L
880 WEST CENTRAL ST
FRANKLIN, MA 02038

FORGE PARKWAY OWNER LLC
C/O GOLDMAN SACHS ASSET M
2001 ROSS AVE
DALLAS, TX 75201

FRANKLIN LIMITED PARTNERS
C/O IRON MOUNTAIN
1101 ENTERPRISE DRIVE
ROYERSFORD, PA 19468

FRANKLIN TOWN OF
355 EAST CENTRAL STREET
FRANKLIN, MA 02038

HAMILTON STORAGE TECHNOLO
3 FORGE PKY
FRANKLIN, MA 02038

Schleicher & Stebbins Hotels LLC

4127

Town of Franklin MA

Town of Franklin MA

INVOICE DATE	INVOICE NO	JOB	JOB DESCRIPTION	DESCRIPTION	INV. AMOUNT
1-22-24	1.22.24	6 Forge Pkwy	-Site Pln	4500.00	4500.00
Chk. Date	1-30-24	Chk. No.	5089	Totals	4500.00
					4500.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Schleicher & Stebbins Hotels LLC
PO BOX 4430
MANCHESTER, NH 03108

M&T Bank
Portsmouth, NH
52-143/112

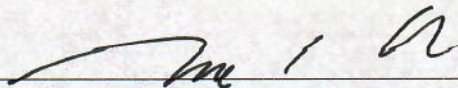
5089

January 30, 2024

\$*****4,500.00

PAY Four Thousand Five Hundred and 00/100 Dollars

TO THE ORDER OF
Town of Franklin MA



Signing as agent for Schleicher & Stebbins Hotels LLC

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈ 5089 ⑈ ⑆ 022000046⑆ 39947582⑈ ⑈

Schleicher & Stebbins Hotels LLC

4127

Town of Franklin MA
Town of Franklin MA

INVOICE DATE	INVOICE NO	JOB	JOB DESCRIPTION	DESCRIPTION	INV. AMOUNT
1-22-24	1.22.2024	6	Forge Pkwy -Fire Dep	50.00	50.00
Chk. Date	1-30-24	Chk. No.	5088	Totals	50.00
					50.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Schleicher & Stebbins Hotels LLC
PO BOX 4430
MANCHESTER, NH 03108

M&T Bank
Portsmouth, NH
52-143/112

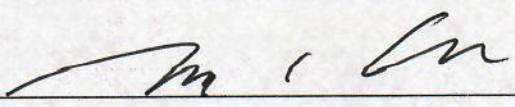
5088

January 30, 2024

\$*****50.00

PAY Fifty and 00/100 Dollars

TO THE ORDER OF
Town of Franklin MA



Signing as agent for Schleicher & Stebbins Hotels LLC

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈ 5088 ⑆ ⑆ 0 2 2000046 ⑆ 3994 758 2 1 ⑆

Town of Franklin

355 East Central Street
Franklin, Massachusetts 02038-1352



Phone: (508) 520-4907
www.franklinma.gov

PLANNING BOARD

The following notice will be published in the Milford Daily Newspaper once on Monday, February 12, 2024 and again on February 19, 2024

FRANKLIN PLANNING BOARD PUBLIC HEARING NOTICE

In accordance with the Town of Franklin Zoning By-Laws, the Franklin Planning Board will hold a public hearing at the Town Hall (and can also be attended remotely) on **Monday, February 26, 2024 at 7:00 PM** in the Town Council Chambers of the Franklin Municipal Building, 355 East Central Street, for a Site Plan application titled "Site Development Plans for 6 Forge Parkway" prepared by Allen & Major Associates, Inc., Manchester, NH and submitted to the Department of Planning & Community Development on February 6, 2024, by Donegal LLC, Manchester, NH.

The property is located in the Industrial Zoning District (Assessors Map 272 Lot 5) at 6 Forge Parkway. The applicant is proposing to construct a 36,000 square foot manufacturing/warehousing facility with associated stormwater infrastructure, loading docks, utilities, and parking areas.

Please note: This will be your only written notice of this public hearing. Should the Planning Board vote to continue this Public Hearing, the date and time will be posted on the Planning Board's website under Agendas.

Please contact the Department of Planning & Community Development at (508) 520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired, or for persons with language barriers.

Copies of the plan and supporting documentation may be reviewed in the Department of Planning & Community Development during regular office hours.

Greg Rondeau, Chairman