

**ZBA Application**  
**Grove Street Residences**  
**Fairfield Grove Street LLC**  
121 Grove Street Franklin, MA



Date: October 31, 2023

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LAW OFFICES  
**CORNETTA, FICCO & SIMMLER, P.C.**  
ATTORNEYS AT LAW  
4 WEST STREET  
FRANKLIN, MASSACHUSETTS 02038

RICHARD R. CORNETTA, JR.

VOICE (508) 528-5300

FAX (508) 528-5555

October 31, 2023

IN HAND FILING

Mr. Bruce J. Hunchard, Chairman  
Franklin Zoning Board of Appeals  
Town Hall  
355 East Central Street  
Franklin, MA 02038

RE: **Comprehensive Permit Application pursuant to M.G.L. Ch.40B, §§ 20-23**

Applicant: Fairfield Grove Street LLC

Subject property: 121 Grove Street, Franklin, MA  
Parcel ID # 295-001-000-000/294-007-000-000

Dear Mr. Hunchard:

On behalf of the above-entitled applicant, Fairfield Grove Street LLC (the "Applicant"), enclosed is an application pursuant to M.G.L. Ch. 40B, §21 for a Comprehensive Permit to construct a new, high quality residential community consisting of 330 rental apartments on 31.4 acres, with vehicular access from Grove Street ("Project"), at the property known as 121 Grove Street, Franklin, Massachusetts ("Property"), which is located in the Industrial Zoning District. The site layout and architectural design are schematic and may change as design development continues and feedback is received from the Board. The approach to date has focused on making the least impact to the surrounding environmentally sensitive areas and orientation of the buildings so as to accommodate the existing topography as much as possible. Particular consideration has been made of both sight lines from the units as well as the Project's appearance from Grove Street. On October 2, 2023, the Applicant received a Project Eligibility Letter pursuant to M.G.L. Ch. 40B and 760 CMR 56.00 from the Massachusetts Housing Finance Agency. A copy of the Project Eligibility Letter is attached to this application.

*Project Narrative*

The Property comprises Parcel ID 295-001-000 (26.49 acres) and 294-007-000 (4.9 acres), totaling 31.4 acres. It is located across the street from the Franklin Oaks Office Park and New England Appliances and is currently improved by two single-family homes and several small outbuildings. To the north and west is the Franklin Town Forest and to the south is a NGRID Electrical substation and overhead power transmission lines. Other than the houses and

outbuildings, the property is undeveloped and consists of agricultural uses and wooded areas. The Applicant has entered into a Purchase and Sale Agreement with Bryn Smith, record title owner of the Property, a copy of which has been attached with the application documentation.

The Project consists of five elevated buildings of four- and five-stories of similar size with a total of 330 units. Each building contains a mix of one-, two-, and three-bedroom apartments. . There are two formal entrances at grade to each building providing direct access from all parking areas. The footprint is broken up by a series of projecting bays, with larger bays accenting the entry area at each building. The exterior design utilizes residential type materials – a flat panel system at the projecting bays, manufactured stone around the entrances, and double-hung vinyl windows throughout. The facades are varied, with vinyl siding in two colors on the upper floors and manufactured stones on the lower floors. The buildings have a flat-roofed design, with the paneled bays having a higher roofline to further break up the massing of the buildings. Of the 330 dwelling units, 153 will contain one bedroom, 142 will contain two bedrooms, and 35 will contain three bedrooms. Eighty-three of the 330 dwellings will be affordable to households earning up to 80% of Area Median Income in accordance with the requirements under M.G.L. Ch. 40B. The gross density (units/acre) of the Project will be 10.6 units per acre. A total of 574 parking spaces will be provided for the 330 apartments, with a ratio of parking spaces to housing units of 1.70 / 1. The Project will be served by municipal water and sewer.

The buildings are arranged around the wetlands and the contours of the rolling site. The buildings are separated by green space, with parking at their perimeters to allow access from both sides for entry into the buildings. A clubhouse building located on the right of the boulevard style entrance to the site contains the leasing center, fitness center, recreation room and work from home lounge. Outside amenity areas include seating, grilling and eating area. The Project includes ample green space, which offers opportunities for outdoor activities for all tenants.

During the last eighteen months, the applicant has participated in numerous meetings with the various agencies of the Town in review of the Project particulars, including a presentation before the Franklin Technical Review Committee in June 2022. In September 2022, the applicant participated in the Town's inaugural Local Initiative Program, which involved appearances by the Applicant's design professionals before the Franklin Planning Board (October 2022), the Franklin Economic Development Committee (February 2023) and the Franklin Town Council (March 2023) to make formal presentation and provide response to comments as to the various features and impacts of the Project.

The Applicant respectfully requests the consideration of the Board in the grant of the requested relief and in the issuance of the Comprehensive Permit pursuant to the Application and upon the plans submitted.

Very truly yours,

*Richard R. Cornetta, Jr*

Richard R. Cornetta, Jr.

## Table of Contents

1. Franklin ZBA Application Form
2. Preliminary Site Development Plans
3. Existing Conditions Report
4. Preliminary Architectural Plans
5. Tabulation of Proposed Buildings  
    Preliminary Utilities Plan (included in Item 2 above)
6. Project Eligibility Letter dated October 2, 2023
7. Purchase Agreement dated March 31, 2022, through fourth amendment
8. List of Requested Exemptionss
9. Project Impact Statement
10. Copy of Deed
11. Statement of Local Need
12. Traffic – Executive Summary
13. Certified Abutters List

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Attachment 1

Franklin ZBA Application Form

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**TOWN OF FRANKLIN**  
**ZONING BOARD OF APPEALS**

Municipal Building  
355 East Central Street  
Franklin, MA 02038  
508-520-4926

**ZBA APPLICATION FORM**  
**GENERAL INFORMATION**

The undersigned hereby petitions the Zoning Board of Appeals for the following:

Special Permit: \_\_\_\_\_ Variance: \_\_\_\_\_ Appeal: \_\_\_\_\_

Comprehensive Permit Application under MGL 40B, Chapter 20-23: X

PETITIONER: Fairfield Grove Street LLC

PETITIONER'S ADDRESS: 30 Braintree Hill Office Park, Ste 105, Braintree, MA 02184  
PHONE: 781-881-2303

LOCATION OF PROPERTY: 121 Grove Street, Franklin, Massachusetts

TYPE OF OCCUPANCY: Multi-Family Residential ZONING DISTRICT: Industrial

ASSESSORS MAP & PARCEL: 295-001-000-000 and 294-007-000-000

REASON FOR PETITION:

_____ Additions	_____ <u>x</u> New Structure
_____ Change in Use/Occupancy	_____ Parking
_____ Conversion to Addi'l Dwelling Unit's	_____ Sign
_____ Dormer	_____ Subdivision
_____ Other: _____	

DESCRIPTION OF PETITIONER'S PROPOSAL:

Redevelopment of the Property to include removal of existing structures and construction of 330 unit (25% of units restricted to serve households below 80% of the median area income) residential apartment style development within 5 detached apartment buildings including a centralized clubhouse, swimming pool, parking bays, dog park with associated bituminous paved parking and access drives, landscaping, lighting, utilities and stormwater infrastructure.

SECTIONS OF ZONING ORDINANCE CITED: See Project Narrative and Requested Waivers

Article \_\_\_\_\_ Section \_\_\_\_\_

Article \_\_\_\_\_ Section \_\_\_\_\_

Article \_\_\_\_\_ Section \_\_\_\_\_

Applicants for a Variance must complete Pages 1-5

Applicants for a Special Permit must complete Pages 1-4 and 6

Applicants for an Appeal to the ZBA pursuant to Zoning Bylaw section 185-45 (D) must attach a statement concerning the reasons for the appeal

Original Signature(s): Robert D. Hewitt  
(Petitioner(s) ~~Owner~~)

Fairfield Grove Street LLC  
(Print Name)

Address: 30 Braintree Hill Office Park, Suite 105  
Braintree, MA 02184

Tel. No.: 781.881.2302

E-Mail Address: RHewitt@ffres.com

Date: 10/31/23

**TOWN OF FRANKLIN  
ZONING BOARD OF APPEALS**

Municipal Building  
355 East Central Street  
Franklin, MA 02038  
508-520-4926

**ZBA APPLICATION FORM - OWNERSHIP INFORMATION**

*To be completed by OWNER, signed and returned to the Secretary of the Zoning Board of Appeals.*

I, Bryn Smith

(OWNER)

Address: 106 Mendon Street, Bellingham, Massachusetts 02019

State that I own the property located at 121 Grove Street, Franklin, MA,  
which is the subject of this zoning application.

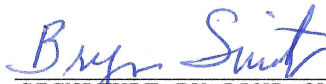
The record title of this property is in the name of: Bryn Smith, individually

\*Pursuant to a deed of duly recorded in the Norfolk

County Registry of Deeds dated July 3, 2021 at Book 39702, Page 310; ~~ex~~

~~Dedham Registry District of Land Court, Certificate No.~~ \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_.



\_\_\_\_\_  
SIGNATURE BY LAND OWNER OR  
AUTHORIZED TRUSTEE, OFFICER OR AGENT\*

# TOWN OF FRANKLIN ZONING BOARD OF APPEALS

Municipal Building  
355 East Central Street  
Franklin, MA 02038  
508-520-4926

## ZBA APPLICATION FORM

### DIMENSIONAL INFORMATION

APPLICANT: Fairfield Grove Street LLC PRESENT USE/OCCUPANCY: Residential

LOCATION: 121 Grove Street, Franklin, Massachusetts ZONE: Industrial

PHONE: 781-881-2303 REQUESTED USE/OCCUPANCY: Multi-Family Residential

		<u>EXISTING CONDITIONS</u>	<u>REQUESTED CONDITIONS</u>	<u>ORDINANCE REQUIREMENTS<sup>1</sup></u>	
<u>Lot Area:</u>		<u>1,368,634 SF</u>	<u>1,368,634 SF</u>	<u>40,000 SF</u>	<u>(min.)</u>
<u>Continuous Frontage:</u>		<u>1,203 FT</u>	<u>1,203 FT</u>	<u>175 FT</u>	<u>(min.)</u>
<u>Size of Lot:</u>	<u>Width</u>	<u>990 +/- FT</u>	<u>990 +/- FT</u>	<u>157.5 FT</u>	<u>(min.)</u>
	<u>Depth</u>	<u>954 +/- FT</u>	<u>954 +/- FT</u>	<u>200 FT</u>	<u>(min)</u>
<u>Setbacks in Feet:</u>	<u>Front</u>	<u>4 +/- FT</u>	<u>60 FT</u>	<u>40 FT</u>	<u>(min.)</u>
	<u>Rear</u>	<u>850 +/- FT</u>	<u>125 FT</u>	<u>30 FT</u>	<u>(min.)</u>
	<u>Left Side</u>	<u>700 +/- FT</u>	<u>30 FT</u>	<u>30 FT</u>	<u>(min.)</u>
	<u>Right Side</u>	<u>360 +/- FT</u>	<u>30 FT</u>	<u>30 FT</u>	<u>(min.)</u>
<u>Building Height:</u>	<u>Stories</u>	<u>2</u>	<u>5</u>	<u>3</u>	<u>(max.)</u>
	<u>Feet</u>	<u>30 FT</u>	<u>68 FT</u>	<u>60 FT</u>	<u>(max.)</u>
<u>NO. of Dwelling Units:</u>		<u>2</u>	<u>330</u>	<u>N/A</u>	<u>(max.)</u>
<u>NO. of Parking Spaces:</u>		<u>5</u>	<u>574</u>	<u>660</u>	<u>(min./max)</u>

Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

The existing buildings will be demolished. The new buildings will be constructed with  
wood frame on concrete slabs on grade.

SEE FRANKLIN ZONING BYLAW ARTICLE 185, ATTACHMENT 9.

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Attachment 2

Preliminary Site Development Plans

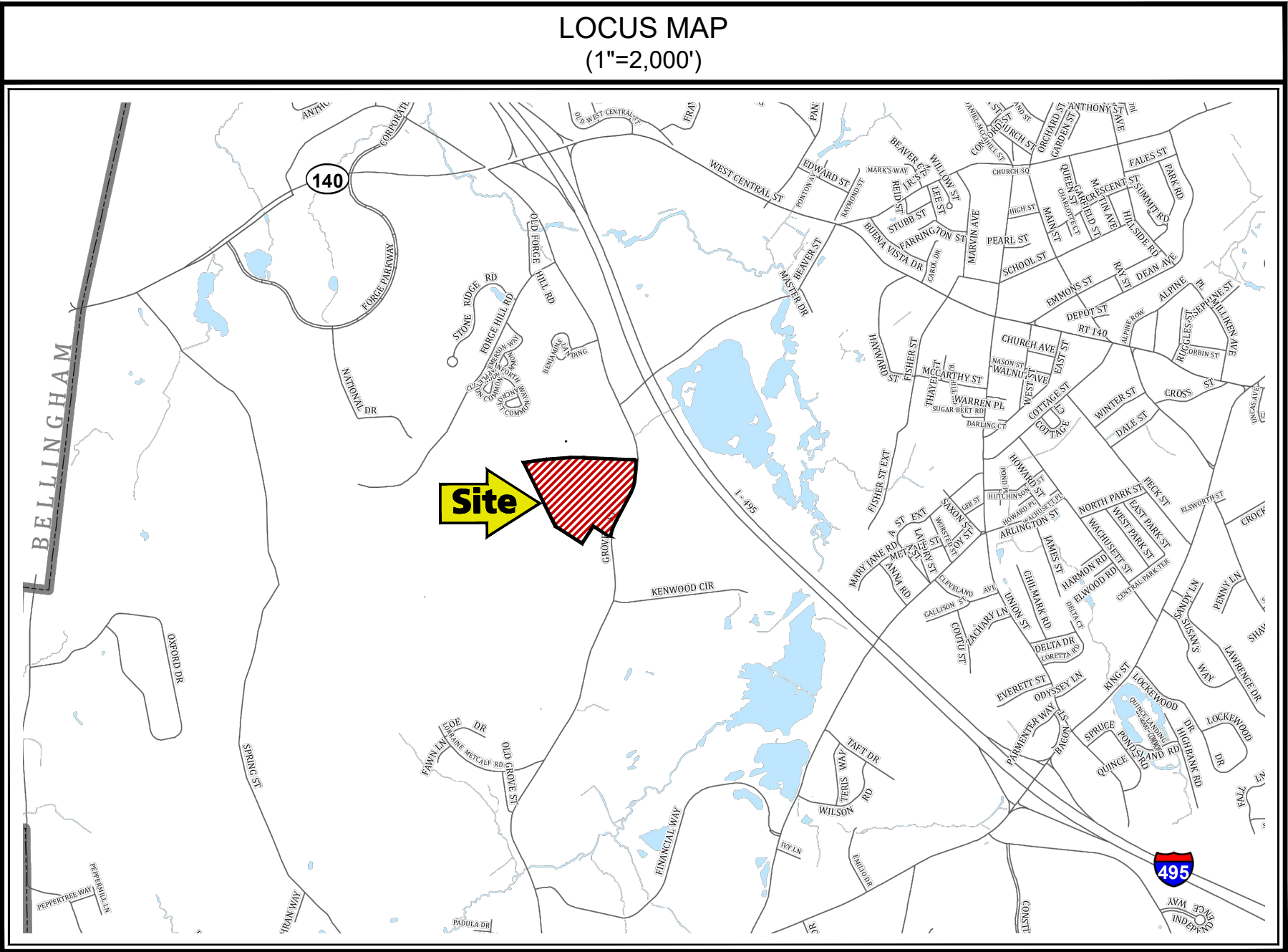
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# GROVE STREET RESIDENCES

## 121 GROVE STREET - FRANKLIN, MA

DRAWING INDEX			
DRAWING DATE	LAST REVISION	DRAWING	DRAWING DESCRIPTION
10/30/2023	-	C-0	COVER SHEET
05/25/2022	04/20/2023	1 OF 1	EXISTING CONDITIONS SITE PLAN (PREPARED BY GUERRIERE & HALNON, INC.)
10/30/2023	-	OS-1	OVERALL SITE PLAN
10/30/2023	-	C-1A	DEMOLITION AND EROSION CONTROL PLAN
10/30/2023	-	C-1B	DEMOLITION AND EROSION CONTROL PLAN
10/30/2023	-	C-2A	GRADING AND DRAINAGE PLAN
10/30/2023	-	C-2B	GRADING AND DRAINAGE PLAN
10/30/2023	-	C-3A	UTILITY PLAN
10/30/2023	-	C-3B	UTILITY PLAN
10/30/2023	-	C-4A	PARKING AND TRAFFIC CONTROL PLAN
10/30/2023	-	C-4B	PARKING AND TRAFFIC CONTROL PLAN
10/30/2023	-	C-5	SITE DETAILS - I
10/30/2023	-	C-6	SITE DETAILS - II
10/30/2023	-	C-7	SITE DETAILS - III
10/30/2023	-	C-8	SITE DETAILS - IV
10/30/2023	-	C-9	SITE DETAILS - V
10/30/2023	-	C-10	SITE DETAILS - VI
10/30/2023	-	FT-1	FIRE TRUCK TURNING PLAN
10/30/2023	-	L100-L103	LANDSCAPING PLANTING PLANS
10/30/2023	-	L200-L203	LANDSCAPE LIGHTING PLAN
10/30/2023	-	L300	LANDSCAPE DETAILS
10/30/2023	-	L400-L403	LANDSCAPE PHOTOMETRIC PLANS



DESIGN TEAM	
<b>CIVIL ENGINEERING:</b> RJ O'CONNELL & ASSOCIATES, INC. 80 MONTVALE AVENUE SUITE 201 STONEHAM, MA 02180 ATTN: BRIAN DUNDON, P.E. PHONE: (781) 279-0180	<b>MANAGEMENT CONSULTANT:</b> SHIPE CONSULTING P.O. BOX 1217 CONCORD, MA 01742 ATTN: JOHN SHIPE, P.E. PHONE: (978) 857-8877
<b>SURVEY:</b> GUERRIERE & HALNON, INC. 55 WEST CENTRAL STREET FRANKLIN, MA 02038 ATTN: DONALD R. NIELSON, B.S.E.T., OFFICE MANAGER PHONE: (508) 528-3221	<b>WETLANDS:</b> LUCAS ENVIRONMENTAL, LLC 500A WASHINGTON STREET QUINCY, MA 02169 ATTN: CHRISTOPHER M. LUCAS, PRINCIPAL, PWS, CWS, RPSS CERTIFIED WETLAND SCIENTIST/ PROFESSIONAL SOIL SCIENTIST PHONE: (617) 405-4140
<b>LEGAL:</b> CORNETTA, FICCO & SIMMLER, P.C. 4 WEST STREET FRANKLIN, MA 02038 ATTN: RICHARD CORNETTA, JR. PHONE: (508) 528-5300	<b>GEOTECHNICAL:</b> NORTHEAST GEOTECHNICAL, INC. 166 RAYMOND HALL DRIVE NORTH ATTLEBOROUGH, MA 02760 ATTN: GLENN A. OLSON, P.E. PRINCIPAL ENGINEER PHONE: (508) 598-3510



### RJO'CONNELL & ASSOCIATES, INC.

CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.279.0180 RJOCONELL.COM

PREPARED FOR:

#### FAIRFIELD RESIDENTIAL COMPANY LLC

30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAINTREE, MA 02184

OWNER:

#### BRYN SMITH

106 MENDON STREET  
BELLINGHAM, MA 02019  
PARCEL ID 295-001 AND 294-007

NOT FOR CONSTRUCTION

#### GOVERNMENT/UTILITY CONTACTS

**BUILDING AND INSPECTIONS  
DEPARTMENT:**  
MUNICIPAL BUILDING  
355 EAST CENTRAL STREET  
FRANKLIN, MA 02038  
ATTN: LLOYD BROWN,  
BUILDING COMMISSIONER  
PHONE: (508) 520-4926

**ENGINEERING DEPARTMENT:**  
DPW ADMINISTRATION BUILDING  
257 FISHER STREET  
FRANKLIN, MA 02038  
ATTN: MIKE MAGLIO, TOWN ENGINEER  
PHONE: (508) 520-4910

**HEALTH DEPARTMENT:**  
MUNICIPAL BUILDING  
355 EAST CENTRAL STREET  
FRANKLIN, MA 02038  
ATTN: CATHLEEN LIBERTY, MPH  
HEALTH DIRECTOR  
PHONE: (508) 520-4905

**POLICE DEPARTMENT:**  
911 PANTHER WAY  
FRANKLIN, MA 02038  
ATTN: THOMAS J. LYNCH,  
CHIEF OF POLICE  
PHONE: (508) 528-1212

**WATER AND SEWER DIVISION:**  
DPW ADMINISTRATION BUILDING  
357 FISHER STREET  
FRANKLIN, MA 02038  
ATTN: DOUG MARTIN, P.E.  
SUPERINTENDENT  
PHONE: (508) 520-4910

**CONSERVATION COMMISSION:**  
MUNICIPAL BUILDING  
355 EAST CENTRAL STREET  
FRANKLIN, MA 02038  
ATTN: BREEKA LI GOODLANDER, CWS  
CONSERVATION AGENT  
PHONE: (508) 520-4847

**FIRE DEPARTMENT:**  
40 WEST CENTRAL STREET  
FRANKLIN, MA 02038  
ATTN: JAMES McLAUGHLIN, FIRE CHIEF  
PHONE: (508) 528-2323

**PLANNING AND COMMUNITY  
DEPARTMENT:**  
MUNICIPAL BUILDING  
355 EAST CENTRAL STREET  
FRANKLIN, MA 02038  
ATTN: AMY LOVE, TOWN PLANNER  
PHONE: (508) 520-4907

**PUBLIC WORKS:**  
DPW ADMINISTRATION BUILDING  
257 FISHER STREET  
FRANKLIN, MA 02038  
ATTN: ROBERT A. CANTOREGGI,  
DIRECTOR  
PHONE: (508) 520-4910

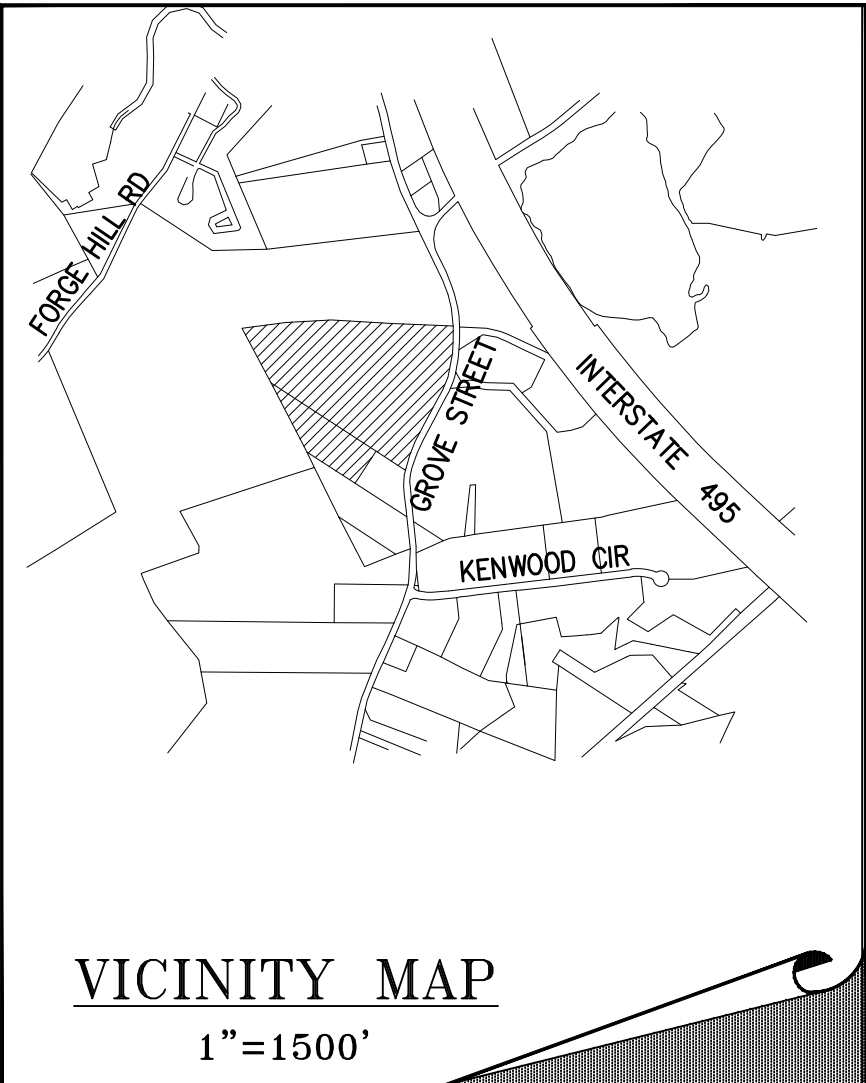
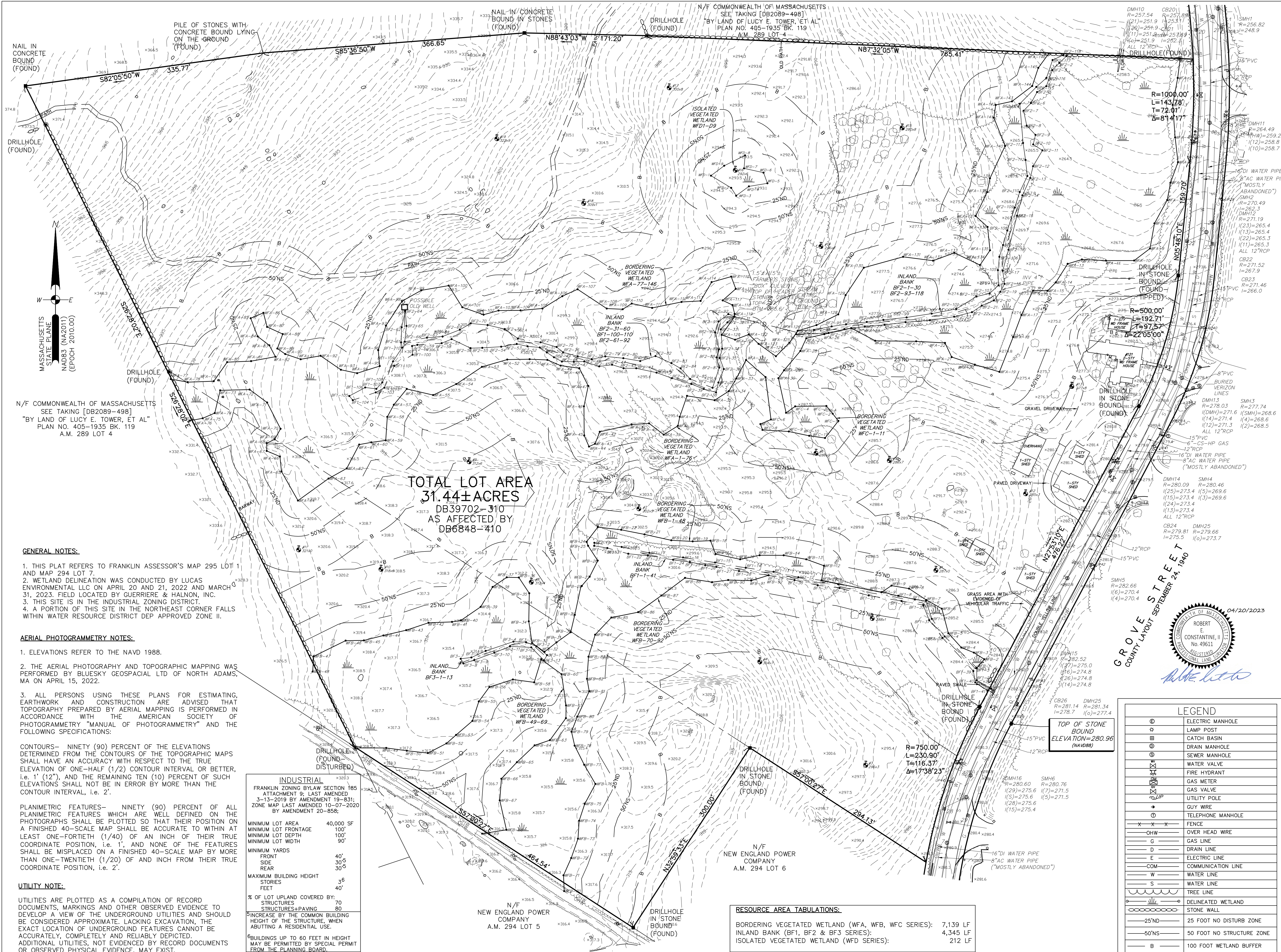
DRAWING NUMBER:

C-0

PROJECT NUMBER:

22016





**VICINITY MAP**  
1"=1500'

LEGAL NOTES

UTILITIES ARE PLOTTED AS A COMPILATION OF RECORD DOCUMENTS, MARKINGS AND OTHER OBSERVED EVIDENCE TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. ADDITIONAL UTILITIES, NOT EVIDENCED BY RECORD DOCUMENTS OR OBSERVED PHYSICAL EVIDENCE, MAY EXIST. CONTRACTORS (IN ACCORDANCE WITH MASS.G.L. CHAPTER 82 SECTION 40 AS AMENDED) MUST CONTACT ALL UTILITY COMPANIES BEFORE EXCAVATING AND DRILLING AND CALL DIGSAFE AT 1(888)DIG-SAFE[7233].

CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

OWNER

BRYN SMITH  
106 MENDON STREET  
BELLINGHAM, MA 02019  
A.M. 295 LOT 1  
A.M. 294 LOT 7

DEED BK. 3972 PG 310

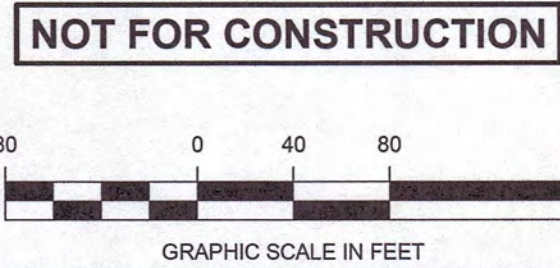
EXISTING CONDITIONS  
SITE PLAN  
121 GROVE STREET  
FRANKLIN  
MASSACHUSETTS

MAY 20, 2022	
DATE	REVISION DESCRIPTION
05.25.2022	REVISED EXISTING WATER AND SEWER.
11.16.2022	ADDED LABELS TO RESOURCE AREAS.
01.19.2023	PER PEER REVIEW COMMENTS.
04.03.2023	SERIES D ADDED.
04.20.2023	PER WETLAND SCIENTIST COMMENTS.
GRAPHIC SCALE: 1"=60'	
55 WEST CENTRAL ST. PH. (508) 528-3221 FRANKLIN, MA 02038 FX. (508) 528-7921 www.gandhengineering.com	





- NOTES:**
- TOTAL PARKING PROVIDED = 574 SPACES
  - AS SHOWN ON THE PLAN, THE PROPERTY CAPTURES A SMALL PORTION OF THE WATER RESOURCES OVERLAY DISTRICT. NO WORK IS PROPOSED IN THIS AREA AS PART OF THE RESIDENTIAL COMMUNITY.



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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	1" = 80'

PREPARED FOR:

**FAIRFIELD GROVE  
STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAintree, MA 02184

SEAL:



PREPARED BY:

**RJO'CONNELL & ASSOCIATES, INC.**  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.279.0180 RJOCONNELL.COM

PROJECT NAME:

**GROVE STREET RESIDENCES**  
FRANKLIN, MA

DRAWING NAME:

**OVERALL SITE PLAN**

DRAWING NUMBER:

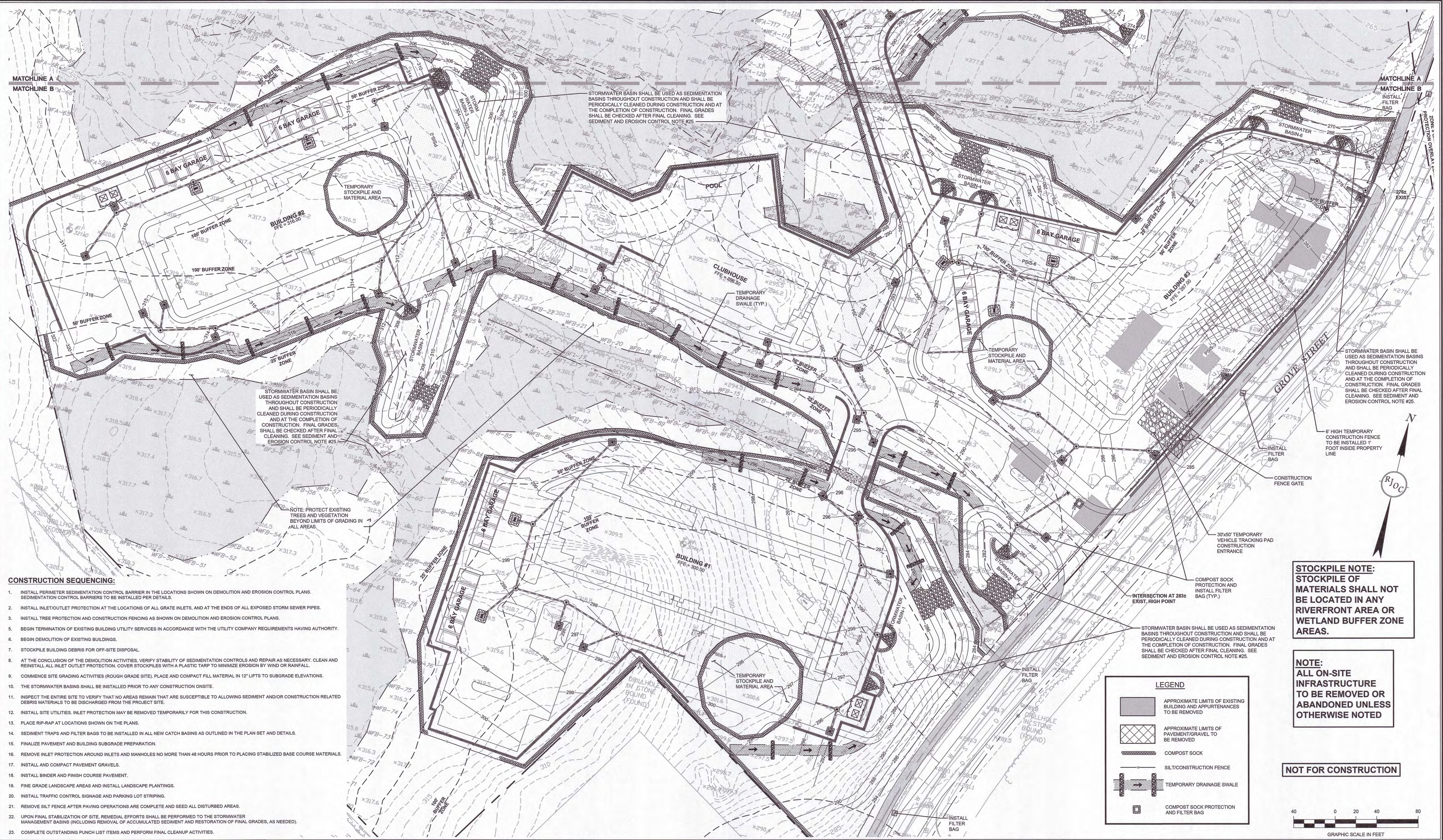
**OS-1**

DATE: 10/30/2023 PROJECT NO.: 22016

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Drawing name: G:\M\Franklin\Fairfield Residential\21 Grove Street\Main\Primary Site Plan\202106\_C-1 Demolition and Erosion Control Plan.dwg  
Oct 30, 2023 - 10:08am



CONSTRUCTION SEQUENCING:

1. INSTALL PERIMETER SEDIMENTATION CONTROL BARRIER IN THE LOCATIONS SHOWN ON DEMOLITION AND EROSION CONTROL PLANS. SEDIMENTATION CONTROL BARRIERS TO BE INSTALLED PER DETAILS.
2. INSTALL INLET/OUTLET PROTECTION AT THE LOCATIONS OF ALL GRATE INLETS, AND AT THE ENDS OF ALL EXPOSED STORM SEWER PIPES.
3. INSTALL TREE PROTECTION AND CONSTRUCTION FENCING AS SHOWN ON DEMOLITION AND EROSION CONTROL PLANS.
5. BEGIN TERMINATION OF EXISTING BUILDING UTILITY SERVICES IN ACCORDANCE WITH THE UTILITY COMPANY REQUIREMENTS HAVING AUTHORITY.
6. BEGIN DEMOLITION OF EXISTING BUILDINGS.
7. STOCKPILE BUILDING DEBRIS FOR OFF-SITE DISPOSAL.
8. AT THE CONCLUSION OF THE DEMOLITION ACTIVITIES, VERIFY STABILITY OF SEDIMENTATION CONTROLS AND REPAIR AS NECESSARY. CLEAN AND REINSTALL ALL INLET/OUTLET PROTECTION. COVER STOCKPILES WITH A PLASTIC TARP TO MINIMIZE EROSION BY WIND OR RAINFALL.
9. COMMENCE SITE GRADING ACTIVITIES (ROUGH GRADE SITE), PLACE AND COMPACT FILL MATERIAL IN 12" LIFTS TO SUBGRADE ELEVATIONS.
10. THE STORMWATER BASINS SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ONSITE.
11. INSPECT THE ENTIRE SITE TO VERIFY THAT NO AREAS REMAIN THAT ARE SUSCEPTIBLE TO ALLOWING SEDIMENT AND/OR CONSTRUCTION RELATED DEBRIS MATERIALS TO BE DISCHARGED FROM THE PROJECT SITE.
12. INSTALL SITE UTILITIES. INLET PROTECTION MAY BE REMOVED TEMPORARILY FOR THIS CONSTRUCTION.
13. PLACE RIP-RAP AT LOCATIONS SHOWN ON THE PLANS.
14. SEDIMENT TRAPS AND FILTER BAGS TO BE INSTALLED IN ALL NEW CATCH BASINS AS OUTLINED IN THE PLAN SET AND DETAILS.
15. FINALIZE PAVEMENT AND BUILDING SUBGRADE PREPARATION.
16. REMOVE INLET PROTECTION AROUND INLETS AND MAN-HOLES NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE MATERIALS.
17. INSTALL AND COMPACT PAVEMENT GRAVELS.
18. INSTALL BINDER AND FINISH COURSE PAVEMENT.
19. FINE GRADE LANDSCAPE AREAS AND INSTALL LANDSCAPE PLANTINGS.
20. INSTALL TRAFFIC CONTROL SIGNAGE AND PARKING LOT STRIPING.
21. REMOVE SILT FENCE AFTER PAVING OPERATIONS ARE COMPLETE AND SEED ALL DISTURBED AREAS.
22. UPON FINAL STABILIZATION OF SITE, REMEDIAL EFFORTS SHALL BE PERFORMED TO THE STORMWATER MANAGEMENT BASINS (INCLUDING REMOVAL OF ACCUMULATED SEDIMENT AND RESTORATION OF FINAL GRADES, AS NEEDED).
23. COMPLETE OUTSTANDING PUNCH LIST ITEMS AND PERFORM FINAL CLEANUP ACTIVITIES.

STORMWATER BASIN SHALL BE USED AS SEDIMENTATION BASINS THROUGHOUT CONSTRUCTION AND SHALL BE PERIODICALLY CLEANED DURING CONSTRUCTION AND AT THE COMPLETION OF CONSTRUCTION. FINAL GRADES SHALL BE CHECKED AFTER FINAL CLEANING. SEE SEDIMENT AND EROSION CONTROL NOTE #25.

STORMWATER BASIN SHALL BE USED AS SEDIMENTATION BASINS THROUGHOUT CONSTRUCTION AND SHALL BE PERIODICALLY CLEANED DURING CONSTRUCTION AND AT THE COMPLETION OF CONSTRUCTION. FINAL GRADES SHALL BE CHECKED AFTER FINAL CLEANING. SEE SEDIMENT AND EROSION CONTROL NOTE #25.

NOTE: PROTECT EXISTING TREES AND VEGETATION BEYOND LIMITS OF GRADING IN ALL AREAS.

STORMWATER BASIN SHALL BE USED AS SEDIMENTATION BASINS THROUGHOUT CONSTRUCTION AND SHALL BE PERIODICALLY CLEANED DURING CONSTRUCTION AND AT THE COMPLETION OF CONSTRUCTION. FINAL GRADES SHALL BE CHECKED AFTER FINAL CLEANING. SEE SEDIMENT AND EROSION CONTROL NOTE #25.

6' HIGH TEMPORARY CONSTRUCTION FENCE TO BE INSTALLED 1' FOOT INSIDE PROPERTY LINE

INSTALL FILTER BAG

CONSTRUCTION FENCE GATE

30'x50' TEMPORARY VEHICLE TRACKING PAD CONSTRUCTION ENTRANCE

COMPOST SOCK PROTECTION AND INSTALL FILTER BAG (TYP.)

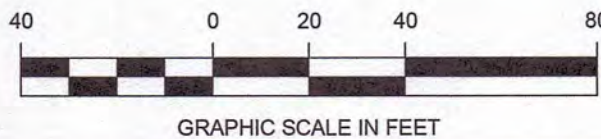
INTERSECTION AT 283: EXIST, HIGH POINT

STORMWATER BASIN SHALL BE USED AS SEDIMENTATION BASINS THROUGHOUT CONSTRUCTION AND SHALL BE PERIODICALLY CLEANED DURING CONSTRUCTION AND AT THE COMPLETION OF CONSTRUCTION. FINAL GRADES SHALL BE CHECKED AFTER FINAL CLEANING. SEE SEDIMENT AND EROSION CONTROL NOTE #25.

**LEGEND**

- APPROXIMATE LIMITS OF EXISTING BUILDING AND APPURTENANCES TO BE REMOVED
- APPROXIMATE LIMITS OF PAVEMENT/GRAVEL TO BE REMOVED
- COMPOST SOCK
- SILT/CONSTRUCTION FENCE
- TEMPORARY DRAINAGE SWALE
- COMPOST SOCK PROTECTION AND FILTER BAG

NOT FOR CONSTRUCTION



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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	1" = 40'

PREPARED FOR:

**FAIRFIELD GROVE STREET LLC**

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BRAintree, MA 02184

SEAL:

*Brian P. Dondon* 10-30-2023

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PROJECT NAME:

**GROVE STREET RESIDENCES**  
FRANKLIN, MA

DRAWING NAME:

**DEMOLITION AND EROSION CONTROL PLAN**

DRAWING NUMBER:

**C-1A**

DATE: 10/30/2023 PROJECT NO.: 22016

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SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY, AND "DIG SAFE" (1-800-344-7233) AT LEAST 72 BUSINESS HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST EXACT FIELD LOCATION OF UTILITIES AND THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY UTILITIES INTERFERING WITH THE PROPOSED CONSTRUCTION AND APPROPRIATE REMEDIAL ACTION TAKEN BEFORE PROCEEDING WITH THE WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL CONTROL POINTS AND BENCH MARKS NECESSARY FOR THE WORK.
3. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MASSACHUSETTS EROSION AND SEDIMENTATION CONTROL GUIDELINES, FOR URBAN AND SUBURBAN AREAS MARCH 1997, THE U.S.D.A. S.C.S. EROSION AND SEDIMENT CONTROL IN SITE DEVELOPMENT, MASSACHUSETTS CONSERVATION GUIDE, SEPTEMBER 1983, LOCAL MUNICIPAL REGULATIONS AND THE PERMIT REQUIREMENTS FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION RELATED ACTIVITIES AS OUTLINED IN THE MOST RECENT NPDES GENERAL PERMIT.
4. STOCKPILES SHALL BE SURROUNDED ON THEIR PERIMETERS WITH STAKED COMPOST WATTLES/STOCKS AND/OR SILTATION FENCE TO PREVENT AND/OR CONTROL SILTATION AND EROSION.
5. TOPS OF STOCKPILES SHALL BE COVERED IN SUCH A MANNER THAT STORMWATER DOES NOT INFILTRATE THE MATERIALS AND THEREBY RENDER THE SAME UNSUITABLE FOR FILL USE.
6. EARTHWORK ACTIVITY ON THE SITE SHALL BE DONE IN A MANNER SUCH THAT RUNOFF IS DIRECTED TO THE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AS DEPICTED ON CIVIL EROSION CONTROL PLAN.
7. FILTER BAGS SHALL BE PLACED UNDERNEATH THE GRATES OF EXISTING AND PROPOSED CATCH BASINS AND MAINTAINED AS OUTLINED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
8. ALL 3H:1V SLOPES OR STEEPER WILL BE STABILIZED WITH A CUREX EROSION CONTROL MATTING BY AMERICAN EXCELSIOR COMPANY (OR ENGINEER APPROVED EQUAL) PRIOR TO HYDROSEEDING AND PROTECTED FROM EROSION.
9. THE CONTRACTOR SHALL KEEP ON SITE AT ALL TIMES ADDITIONAL COMPOST WATTLES/STOCKS, FILTER BAGS AND EXTRA SILTATION FENCING FOR INSTALLATION AT THE DIRECTION OF THE ENGINEER TO MITIGATE ANY EMERGENCY CONDITION.
10. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ANY PERMITS AND/OR CONNECTION FEES REQUIRED TO CARRY OUT THE WORK INCLUDING BUT NOT LIMITED TO DEMOLITION.
11. THE LIMIT OF WORK LINE SHALL BE THE SAME AS THE LIMIT OF WORK LINE NECESSARY FOR GRADING PURPOSES, (I.E., THE GRADING LIMITS AROUND THE PERIMETER OF THE PROJECT AREA).

12. THE AREA OR AREAS OF ENTRANCE AND EXIT TO AND FROM THE SITE SHALL BE CLEARED OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL AS DETERMINED BY THE ENGINEER OR OWNERS REPRESENTATIVE.
13. THE AREA OR AREAS OF ENTRANCE AND EXIT TO AND FROM THE SITE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO THE PUBLIC RIGHT-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO THE PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
14. CATCH BASINS WITH TEMPORARY FILTER BAGS MUST BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT. SEDIMENT WILL BE REMOVED FROM FILTER BAG IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.
15. UPON COMPLETION OF ALL SITE WORK CONSTRUCTION, SITE CONTRACTOR SHALL INSPECT ALL ON-SITE CATCH BASINS, SWALES, SEDIMENT FOREBAYS AND BASINS, AND REMOVE ALL SEDIMENT AND TRASH DEBRIS THAT HAS ACCUMULATED WITHIN EACH STRUCTURE DURING THE COURSE OF CONSTRUCTION. ALL ON-SITE CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE VACUUMED CLEAN PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT.
16. ALL CONSTRUCTION SHALL MEET OR EXCEED THE TOWN OF FRANKLIN'S ENGINEERING AND DPW DEPARTMENT SPECIFICATIONS.
17. TO MINIMIZE THE MIGRATION OF DUST AND SILT FROM THE CONSTRUCTION SITE, THE FOLLOWING MEASURES SHALL BE IMPLEMENTED AS REQUIRED:
- SPRAY DISTURBED AREAS WITH WATER DURING DRY AND WINDY DAYS.
  - WASH WHEELS OF VEHICLES BEFORE LEAVING THE SITE.
  - PERIODICALLY CLEAN SURROUNDING ROADWAYS NEAR THE ENTRANCE TO THE SITE.
  - ALL VEHICLES HAULING MATERIAL TO AND FROM THE SITE SHALL PLACE SECURE COVERS OVER THEIR LOADS.
18. THE CONTRACTOR SHALL BE AWARE THAT THE ON-SITE SOILS AT THIS SITE MAKE IT PARTICULARLY SUSCEPTIBLE TO SOIL EROSION AND SENSITIVE TO ITS CONSEQUENCES. IT SHOULD BE NOTED THAT THE EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS DEPICT THE MINIMUM REQUIRED AND ARE REPRESENTATIVE OF A SINGLE STAGE OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITING, RELOCATION AND AUGMENTATION OF EROSION CONTROL DEVICES AS THE PROJECT PROGRESSES AND AS SITE DRAINAGE CONDITIONS CHANGE.
19. THE CONTRACTOR SHALL ANTICIPATE AND MODIFY EROSION CONTROL MEASURES BASED ON PAST AND CURRENT WEATHER CONDITIONS AND ANTICIPATED CONSTRUCTION ACTIVITIES.
20. THE CONTRACTOR SHALL MINIMIZE THE AREA OF DISTURBED SOIL. EFFORTS SHALL BE MADE TO LIMIT THE TIME OF EXPOSURE OF DISTURBED AREAS.
21. THE CONTRACTOR SHALL NOTIFY THE TOWN OF FRANKLIN PLANNING AND CONSERVATION DEPARTMENT AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY SITEWORK.
22. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AT THE SITE, THE CONTRACTOR SHALL ENGAGE AN INDIVIDUAL WITH SPECIFIC PROFESSIONAL TRAINING AND EXPERTISE IN EROSION AND SEDIMENT CONTROL. THE EROSION CONTROL MONITOR SHALL PREPARE A WEEKLY REPORT WHICH SHALL BE KEPT ON SITE AT ALL TIMES AND SHALL BE SHOWN TO LOCAL, STATE AND FEDERAL AGENTS UPON REQUEST. THIS REPORT SHALL INDICATE THE STATUS OF THE EROSION CONTROLS AND ANY MAINTENANCE REQUIRED AND PERFORMED. THIS REPORT SHALL CONFORM TO THE REQUIREMENTS OF THE EPA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR DISCHARGE FROM CONSTRUCTION ACTIVITIES.
23. THE LOCATION OF COMPOST WATTLES/STOCKS AND FILTER BAGS SHALL BE FIELD VERIFIED DURING SITE PREPARATION OPERATIONS BY THE ENGINEER AT RECORD.
24. ANY DEWATERING ACTIVITIES PERFORMED IN CONJUNCTION WITH CONSTRUCTING THE SITE SHALL MAKE USE OF A SETTling POND OR SIMILAR DEVICE TO REMOVE SEDIMENT BEFORE WATER IS RELEASED. THERE SHALL BE NO DIRECT DISCHARGE OF WATER TO CATCH BASINS AND/OR THE MUNICIPAL DRAINAGE SYSTEM.
25. CONTRACTOR TO REMOVE A MINIMUM OF 18" INCHES FROM THE BOTTOM OF THE TEMPORARY SEDIMENTATION BASINS WHERE PROPOSED INFILTRATION BASINS ARE TO BE CONSTRUCTED.
26. WINTER CONSTRUCTION AND STABILIZATION  
THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 THROUGH APRIL 15
- SEDIMENT BARRIERS:** DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF COMPOST WATTLES/STOCKS OR SILT FENCES.
- MULCHING:** ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1000 SF OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCH THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW WILL BE REMOVED DOWN TO A 1-INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA WILL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, ASPHALT EMULSION CHEMICAL, OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WHEN THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH WORKDAY DURING FINAL GRADING ACTIVITIES.
- SOIL STOCKPILING:** STOCKPILES OF SOIL OR SUBSOIL WILL BE MULCHED FOR WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR WITH A 4-INCH LAYER OF EROSION CONTROL MIX. THIS WILL BE DONE WITHIN 24 HOURS OF STOCKING AND REESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL.
- SEEDING:** BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOOMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. DORMANT SEEDING MAY BE PLACED PRIOR TO THE PLACEMENT OF MULCH OR EROSION CONTROL BLANKETS. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS/1000 SF. ALL AREAS SEEDED DURING THE WINTER WILL BE INSPECTED IN THE SPRING BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE RE-VEGETATED IN THE SPRING.
- WINTER STABILIZATION OF DITCHES AND CHANNELS:** ALL STONE-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. ALL GRASS-LINED DITCHES AND CHANNELS MUST BE CONSTRUCTED AND STABILIZED BY SEPTEMBER 1. IF A DITCH OR CHANNEL IS NOT GRASS-LINED BY SEPTEMBER 1, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE DITCH:
- INSTALL A SOD LINING IN THE DITCH: A DITCH MUST BE LINED WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES: PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD ONTO AND UNDERLYING SOIL, WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL, AND ANCHORING SOD AT THE BASE OF THE DITCH WITH JUTE OR PLASTIC MESH TO PREVENT THE SOD FROM SLOUGHING DURING FLOW CONDITIONS.
  - INSTALL A STONE LINING IN THE DITCH: A DITCH MUST BE LINED WITH STONE RIP RAP BY NOVEMBER 15. CONTACT REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE AND LITCH THICKNESS NEEDED TO WITHSTAND THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHIN THE DITCH.

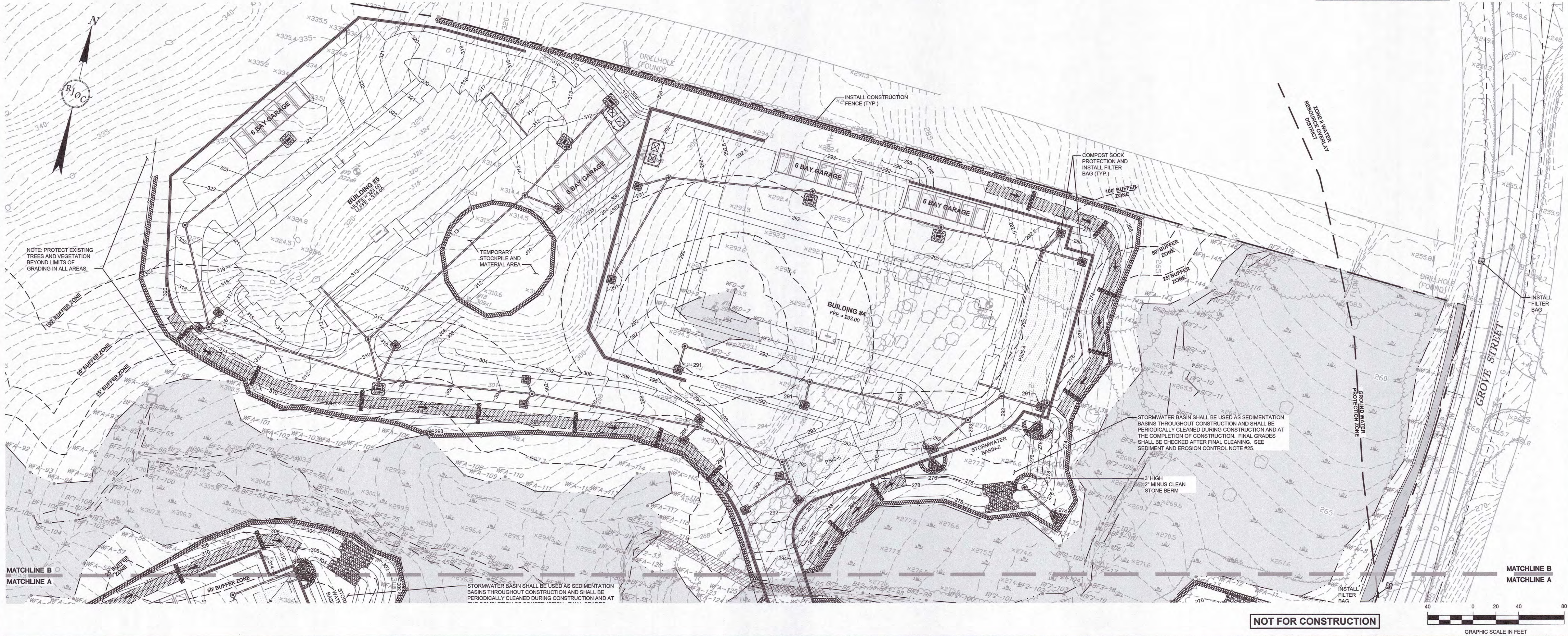
**WINTER STABILIZATION OF DISTURBED SLOPES:** ALL STONE-COVERED SLOPES GREATER THAN 15% MUST BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15. AND ALL SLOPES TO BE VEGETATED MUST BE SEEDED AND MULCHED BY SEPTEMBER 1. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN TO STABILIZE THE SLOPE:

- TEMPORARY VEGETATION AND EROSION CONTROL MATS: BY OCTOBER 1 THE DISTURBED SLOPE MUST BE SEEDED WITH WINTER RYE AT A SEEDING RATE OF 3 LBS PER 1000 SF AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. IF THE RYE FAILS TO GROW AT LEAST 3 INCHES OR FAILS TO COVER AT LEAST 75% OF THE SLOPE BY NOVEMBER 1, THEN THE CONTRACTOR WILL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP.
- SOD: THE DISTURBED SLOPE MUST BE STABILIZED WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES THE CONTRACTOR PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE CONTRACTOR WILL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- EROSION CONTROL MIX: EROSION CONTROL MIX MUST BE PROPERLY INSTALLED BY NOVEMBER 15. THE CONTRACTOR WILL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GRADES GREATER THAN 50% OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STONE RIP RAP: PLACE A LAYER OF STONE RIP RAP ON THE SLOPE BY NOVEMBER 15. CONTACT THE PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

**WINTER STABILIZATION OF DISTURBED SOILS:** BY SEPTEMBER 15, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% MUST BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN ONE OF THE FOLLOWING ACTIONS MUST BE TAKEN:

- TEMPORARY VEGETATION: BY OCTOBER 1, SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 LBS PER 1000 SF. LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SF, AND ANCHOR THE MULCH WITH PLASTIC NETTING. MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST 3 INCHES OR FAILS TO COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1, THEN MULCH THE AREA FOR WINTER PROTECTION AS DESCRIBED BELOW.
- SOD: STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.
- MULCH: BY NOVEMBER 15, MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 LBS PER 1000 SF ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. IMMEDIATELY AFTER APPLYING THE MULCH, ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

**STOCKPILE NOTE:**  
STOCKPILE OF  
MATERIALS SHALL NOT  
BE LOCATED IN ANY  
RIVERFRONT AREA OR  
WETLAND BUFFER ZONE  
AREAS.



**RJOC**

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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	1" = 40'

PREPARED FOR:

**FAIRFIELD GROVE STREET LLC**

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**BRIAN P. DUNDON**  
CIVIL  
No. 41605  
REGISTERED  
PROFESSIONAL ENGINEER

*Brian Dundon* 10-30-2023

PREPARED BY:

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PROJECT NAME:

**GROVE STREET RESIDENCES**

FRANKLIN, MA

DRAWING NAME:

**DEMOLITION AND EROSION CONTROL PLAN**

DRAWING NUMBER:

**C-1B**

DATE: 10/30/2023 PROJECT NO.: 22016

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Drawing name: G:\MA\Franklin\Fairfield Residential\121 Grove Street\Main\Preliminary Site Plan\2016\_C-2 Grading and Drainage Plan.dwg  
Oct 30, 2023 - 11:14am

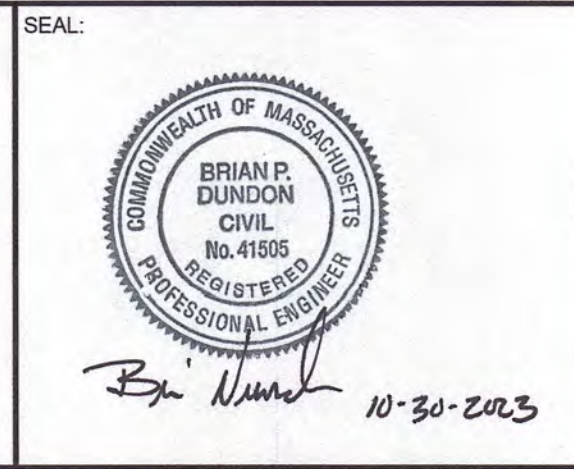


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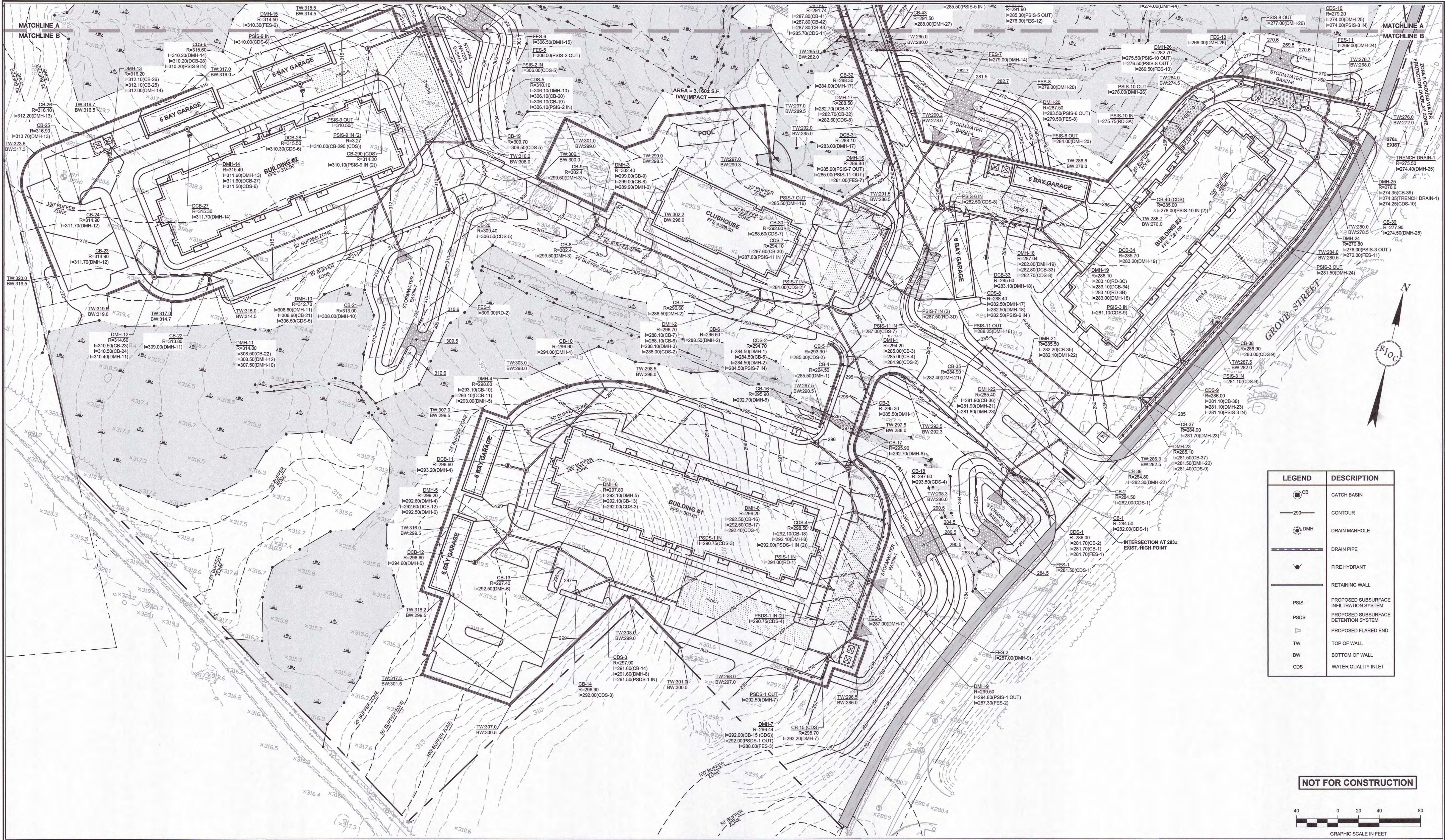
PREPARED FOR:	FAIRFIELD GROVE STREET LLC
	30 BRAINTREE HILL OFFICE PARK
	SUITE 105
	BRAINTREE, MA 02184



PREPARED BY:	RJO'CONNELL & ASSOCIATES, INC.
	CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS
	80 MONTVILLE AVENUE, SUITE 201 STONEHAM, MA 02180
	PHONE: 781.279.0190 RJOC@CONNELL.COM
PROJECT NAME:	GROVE STREET RESIDENCES
	FRANKLIN, MA

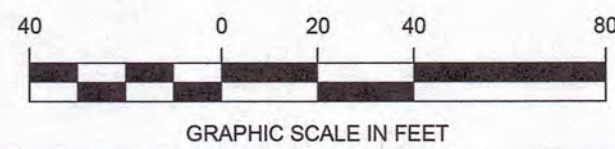
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DRAWING NUMBER:	C-2A
DATE:	10/30/2023
PROJECT NO.:	22016

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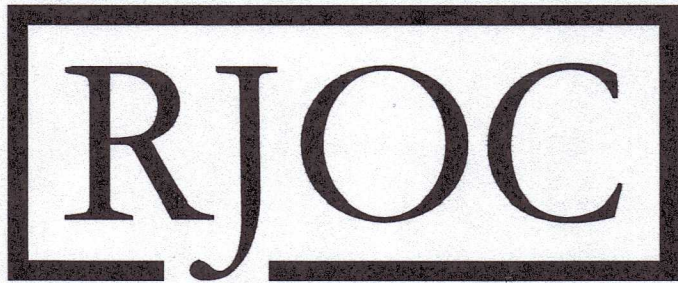
LEGEND	DESCRIPTION
	CATCH BASIN
	CONTOUR
	DRAIN MANHOLE
	DRAIN PIPE
	FIRE HYDRANT
	RETAINING WALL
	PROPOSED SUBSURFACE INFILTRATION SYSTEM
	PROPOSED SUBSURFACE DETENTION SYSTEM
	PROPOSED FLARED END
	TOP OF WALL
	BOTTOM OF WALL
	WATER QUALITY INLET

NOT FOR CONSTRUCTION





Drawing name: G:\MA\Fairfield\Fairfield Residential\121 Grove Street\Main\Preliminary Site Plan\22016\_C-2 Grading and Drainage Plan.dwg  
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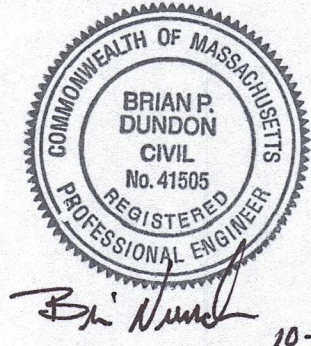
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PREPARED FOR:

**FAIRFIELD GROVE  
STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAintree, MA 02184

SEAL:



PREPARED BY:

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PROJECT NAME:

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FRANKLIN, MA

DRAWING NAME:

**GRADING AND  
DRAINAGE PLAN**

DRAWING NUMBER:

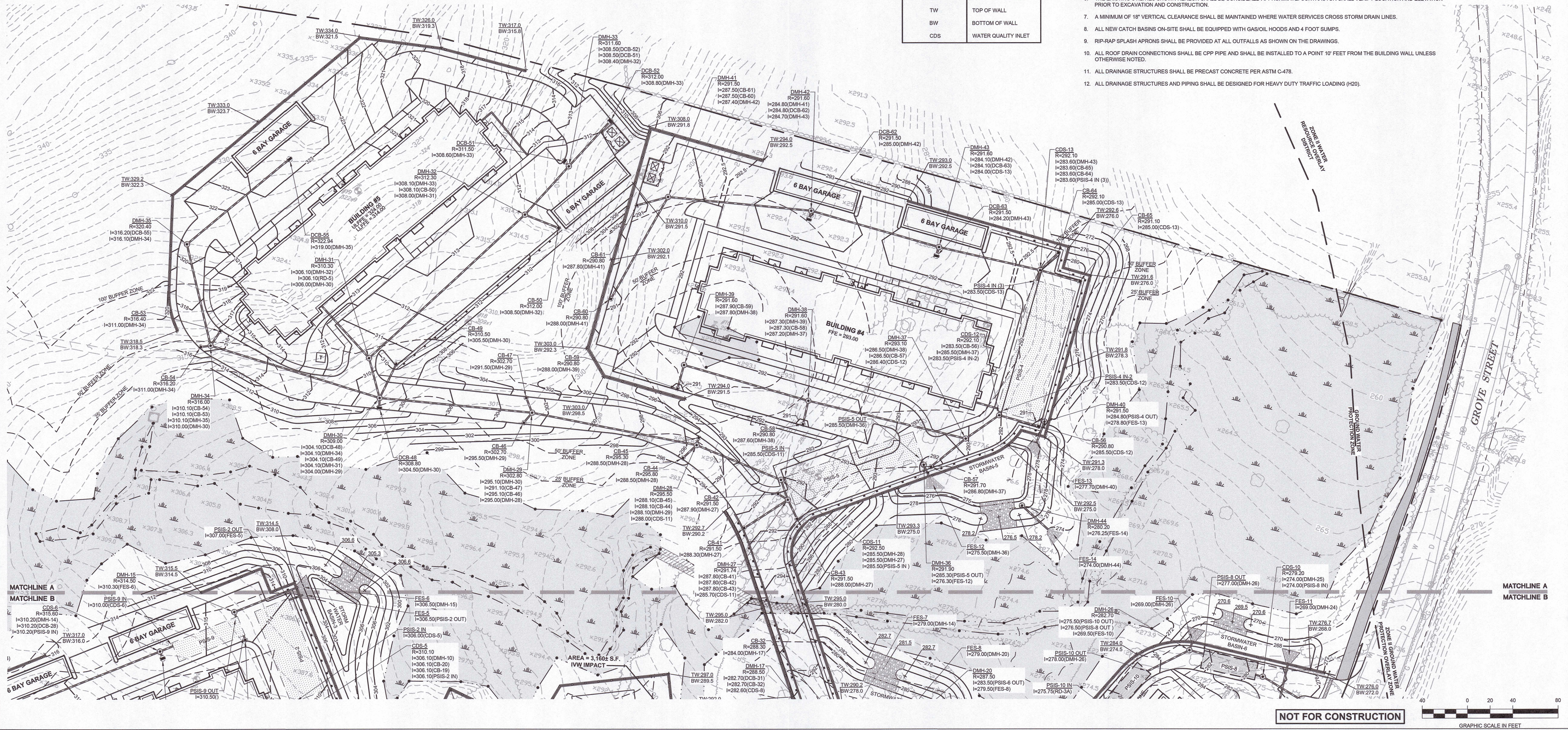
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LEGEND	DESCRIPTION
	CATCH BASIN
	CONTOUR
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#### GRADING AND DRAINAGE NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY, AND "DIG SAFE" AT LEAST 72 BUSINESS HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST EXACT FIELD LOCATION OF UTILITIES AND THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY UTILITIES INTERFERING WITH THE PROPOSED CONSTRUCTION AND APPROPRIATE REMEDIAL ACTION TAKEN BEFORE PROCEEDING WITH THE WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- EXISTING SITE FEATURES AND TOPOGRAPHY SHOWN HEREON IS TAKEN FROM A SURVEY PLAN TITLED "EXISTING CONDITIONS SITE PLAN 121 GROVE STREET, FRANKLIN, MA" BY GUERRIERE & HANLON, INC. DATED 05/20/2022.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HORIZONTAL CONTROL POINTS AND ELEVATION BENCH MARKS NECESSARY FOR THE WORK.
- ALL STORM DRAINAGE PIPING SHALL BE REINFORCED CONCRETE PIPE, UNLESS NOTED OTHERWISE IN STORMWATER INFILTRATION/DETENTION BASINS. REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III IN ACCORDANCE WITH ASTM C-76. GASKETS SHALL BE O-RING TYPE IN ACCORDANCE WITH ASTM C-443. CLASS V RCP SHALL BE USED IN AREAS WITH LESS THAN 42" VERTICAL COVER FROM TOP OF PIPE TO FINISHED GRADE.
- CORRUGATED PLASTIC PIPE (CPP) SHALL CONFORM WITH AASHTO DESIGNATIONS M294 AND M252. SHALL BE MANUFACTURED WITH HIGH DENSITY POLYETHYLENE PLASTIC AND SHALL BE ADS N-12 PIPE OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON DETAILS.
- THE EXISTING UTILITIES SHOWN HEREON SHALL BE CONSIDERED APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION PRIOR TO EXCAVATION AND CONSTRUCTION.
- A MINIMUM OF 18" VERTICAL CLEARANCE SHALL BE MAINTAINED WHERE WATER SERVICES CROSS STORM DRAIN LINES.
- ALL NEW CATCH BASINS ON-SITE SHALL BE EQUIPPED WITH GAS/OIL HOODS AND 4 FOOT SUMPS.
- RIP-RAP SPLASH APRONS SHALL BE PROVIDED AT ALL OUTFALLS AS SHOWN ON THE DRAWINGS.
- ALL ROOF DRAIN CONNECTIONS SHALL BE CPP PIPE AND SHALL BE INSTALLED TO A POINT 10' FEET FROM THE BUILDING WALL UNLESS OTHERWISE NOTED.
- ALL DRAINAGE STRUCTURES SHALL BE PRECAST CONCRETE PER ASTM C-478.
- ALL DRAINAGE STRUCTURES AND PIPING SHALL BE DESIGNED FOR HEAVY DUTY TRAFFIC LOADING (H20).



Drawing name: G:\MA\Fairfield\Fairfield Preliminary Site Plan\2016\_C-3 Utility Plan.dwg  
Oct 30, 2023 - 14:54pm

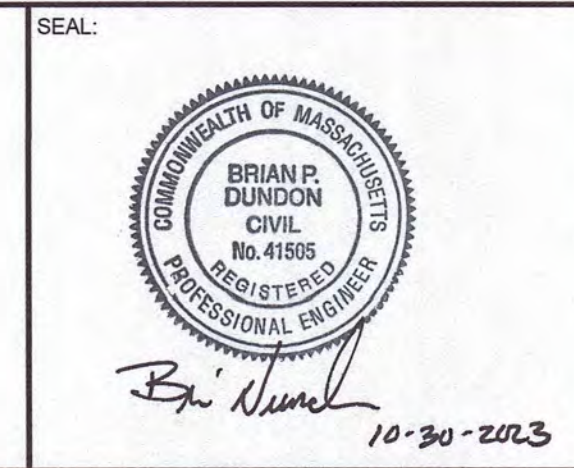


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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	1" = 40'

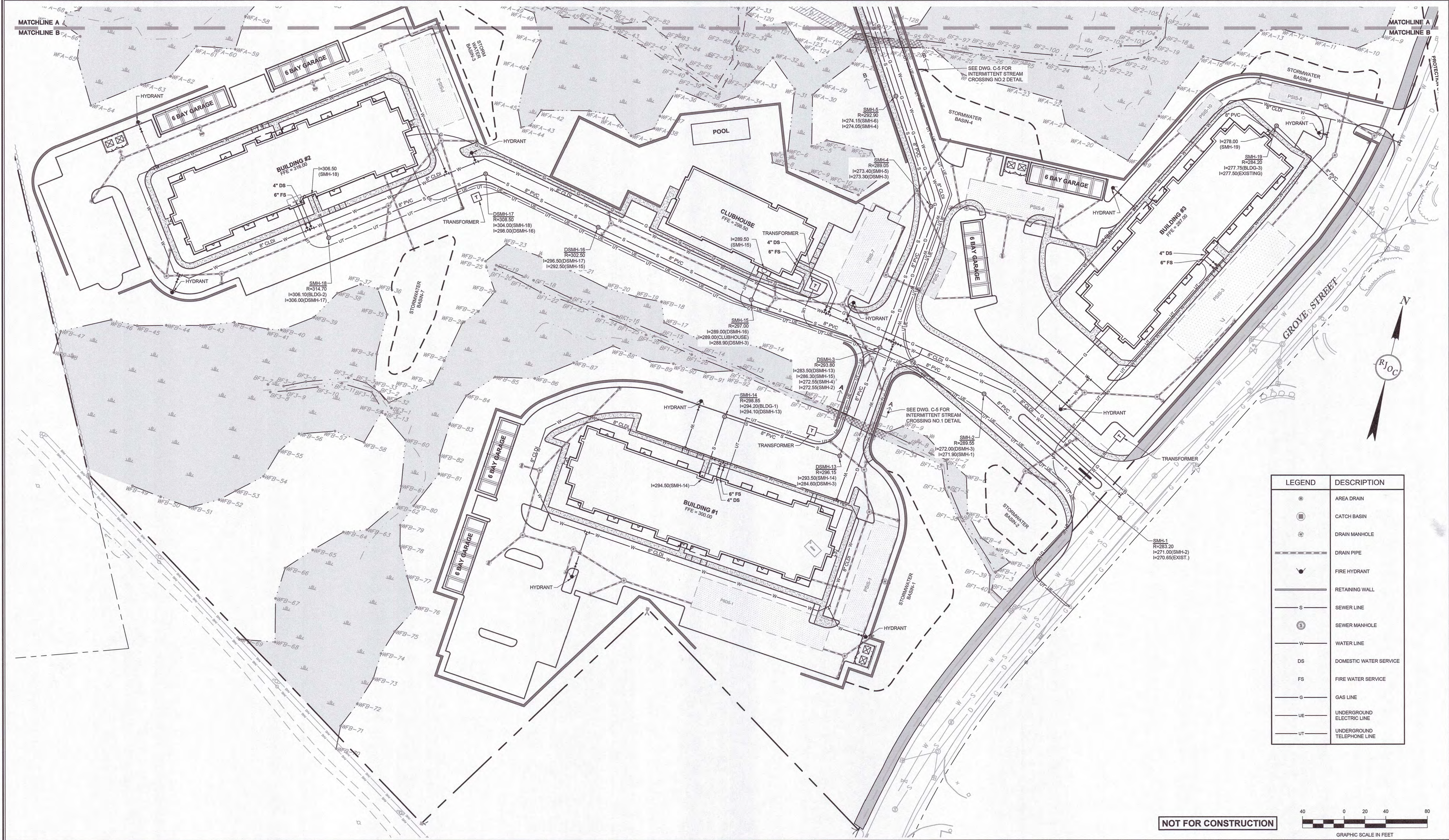
PREPARED FOR:	FAIRFIELD GROVE STREET LLC 30 BRAINTREE HILL OFFICE PARK SUITE 105 BRAintree, MA 02184
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PREPARED BY:	RJO'CONNELL & ASSOCIATES, INC. CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS 80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180 PHONE: 781-279-0160 RJOCONNELL.COM
PROJECT NAME:	GROVE STREET RESIDENCES FRANKLIN, MA

DRAWING NAME:	UTILITY PLAN
DRAWING NUMBER:	C-3A
DATE:	10/30/2023
PROJECT NO.:	22016

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REVIEWED BY:	BJM
SCALE:	1" = 40'

PREPARED FOR:

**FAIRFIELD GROVE  
STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAINTREE, MA 02184

SEAL:



*Brian R. Dundon* 10-30-2023

PREPARED BY:

**RJO'CONNELL & ASSOCIATES, INC.**  
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PROJECT NAME:

**GROVE STREET RESIDENCES**  
FRANKLIN, MA

DRAWING NAME:

**UTILITY PLAN**

DRAWING NUMBER:

**C-3B**

DATE: 10/30/2023

PROJECT NO.: 22016

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LEGEND	DESCRIPTION
	AREA DRAIN
	CATCH BASIN
	DRAIN MANHOLE
	DRAIN PIPE
	FIRE HYDRANT
	RETAINING WALL
	SEWER LINE
	SEWER MANHOLE
	WATER LINE
	DOMESTIC WATER SERVICE
	FIRE WATER SERVICE
	GAS LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELEPHONE LINE

#### UTILITY NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY, AND "DIG SAFE" (1-800-344-7233) AT LEAST 72 BUSINESS HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST EXACT FIELD LOCATION OF UTILITIES AND THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY UTILITIES INTERFERING WITH THE PROPOSED CONSTRUCTION AND APPROPRIATE REMEDIAL ACTION TAKEN BEFORE PROCEEDING WITH THE WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLAN.
- EXISTING SITE FEATURES AND TOPOGRAPHY SHOWN HEREON IS TAKEN FROM A SURVEY PLAN TITLED "EXISTING CONDITIONS SITE PLAN, 121 GROVE STREET, FRANKLIN, MA" BY GUERRIERE & HANLON, INC. DATED 05/20/2022.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HORIZONTAL CONTROL POINTS AND ELEVATION BENCH MARKS NECESSARY FOR THE WORK.

#### GAS NOTES

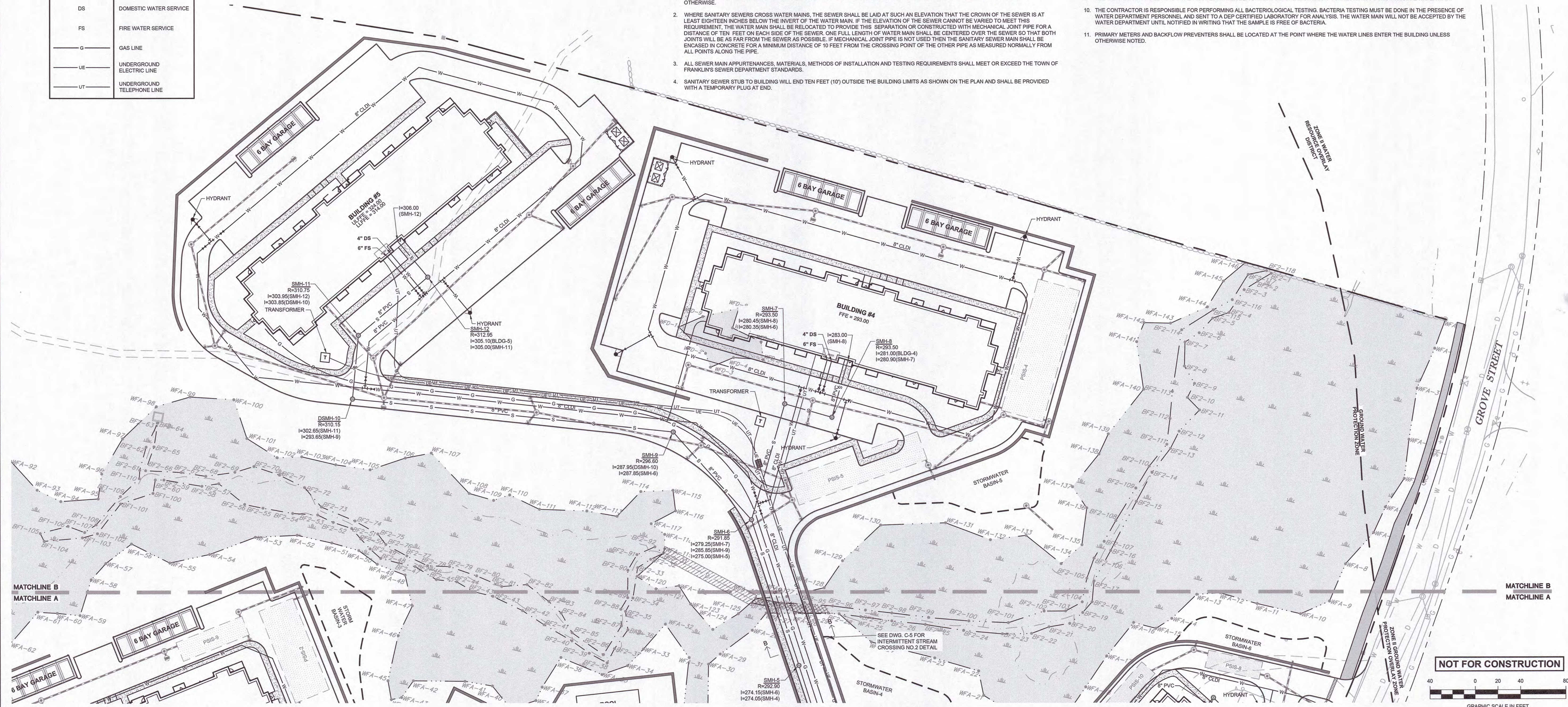
- THE PROPOSED GAS SERVICE LOCATION IS APPROXIMATE ONLY. THE CONTRACTOR SHALL GIVE THE GAS COMPANY ADVANCE NOTICE OF WHEN THE GAS LINE CAN BE INSTALLED. THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATION, BACKFILL AND COMPACTION OF THE GAS LINE IN ACCORDANCE WITH THE SITE WORK AND/OR GAS COMPANY SPECIFICATIONS (MORE STRINGENT SPECIFICATIONS WILL APPLY). THE CONTRACTOR IS ALSO RESPONSIBLE FOR FURNISHING AND INSTALLING PIPE BOLLARDS AS REQUIRED BY THE GAS COMPANY AND/OR LOCAL INSPECTOR IN ORDER TO PROTECT ABOVE GROUND GAS EQUIPMENT.

#### SEWER NOTES

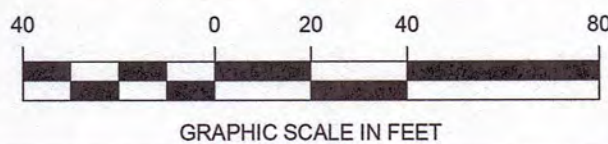
- ALL GRAVITY SEWER PIPE SHALL BE POLYVINYL CHLORIDE PIPE (P.V.C.), S.D.R. 35 AND SHALL CONFORM WITH ASTM-D3034 UNLESS NOTED OTHERWISE.
- WHERE SANITARY SEWERS CROSS WATER MAINS, THE SEWER SHALL BE LAID AT SUCH AN ELEVATION THAT THE CROWN OF THE SEWER IS AT LEAST EIGHTEEN INCHES BELOW THE INVERT OF THE WATER MAIN. IF THE ELEVATION OF THE SEWER CANNOT BE VARIED TO MEET THIS REQUIREMENT, THE WATER MAIN SHALL BE RELOCATED TO PROVIDE THIS SEPARATION OR CONSTRUCTED WITH MECHANICAL JOINT PIPE FOR A DISTANCE OF TEN FEET ON EACH SIDE OF THE SEWER. ONE FULL LENGTH OF WATER MAIN SHALL BE CENTERED OVER THE SEWER SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. IF MECHANICAL JOINT PIPE IS NOT USED THEN THE SANITARY SEWER MAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10 FEET FROM THE CROSSING POINT OF THE OTHER PIPE AS MEASURED NORMALLY FROM ALL POINTS ALONG THE PIPE.
- ALL SEWER MAIN APPURTENANCES, MATERIALS, METHODS OF INSTALLATION AND TESTING REQUIREMENTS SHALL MEET OR EXCEED THE TOWN OF FRANKLIN'S SEWER DEPARTMENT STANDARDS.
- SANITARY SEWER STUB TO BUILDING WILL END TEN FEET (10') OUTSIDE THE BUILDING LIMITS AS SHOWN ON THE PLAN AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT END.

#### WATER NOTES

- ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM OF 5 FEET OF COVER AND A MAXIMUM OF 6 FEET OF COVER EXCEPT AS NOTED OR DETAILED OTHERWISE. GREATER DEPTHS ARE PERMITTED WHERE REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES.
- GENERALLY, WATER MAIN FITTINGS IDENTIFIED ON THIS DRAWING ARE SHOWN FOR INSTALLATION LOCATION PURPOSES. THE CONTRACTOR SHALL NOTE THAT NOT ALL FITTINGS REQUIRED UNDER THE CONTRACT ARE NOTED, SHOWN, OR INDICATED.
- A MINIMUM OF 10 FEET CLEAR HORIZONTALLY SHALL BE MAINTAINED BETWEEN SANITARY SEWER MAINS AND WATER MAINS. WHENEVER CONDITIONS PREVENT A LATERAL SEPARATION OF 10 FEET TO A WATER MAIN, THE WATER MAIN SHALL BE LAID IN A SEPARATE TRENCH AND THE ELEVATION OF THE CROWN OF THE SEWER SHALL BE AT LEAST 18 INCHES BELOW THE INVERT OF THE WATER MAIN.
- DOMESTIC WATER SERVICE 3" OR SMALLER SHALL BE TYPE K COPPER TUBING AND SHALL BE INSTALLED WITH APPROPRIATELY SIZED CORPORATION STOP WITH APPROVED SADDLE, CURB STOP, AND BOX. DOMESTIC WATER MAIN SHALL BE INSTALLED OVER SEWER MAIN WITH A MINIMUM VERTICAL SEPARATION OF EIGHTEEN INCHES (18") AT THEIR CROSSING.
- ALL WATER MAINS 4" AND LARGER SHALL BE CEMENT LINED DUCTILE IRON CLASS 52 AND SHALL BE INSTALLED WITH APPROPRIATELY SIZED FITTINGS AND GATE VALVES.
- ALL WATER MAIN APPURTENANCES, MATERIALS, METHODS OF INSTALLATION AND TESTING REQUIREMENTS SHALL MEET OR EXCEED THE TOWN OF FRANKLIN WATER STANDARDS.
- PRESSURE AND LEAKAGE TEST, DISINFECTION AND FLUSHING SHALL BE IN ACCORDANCE WITH THE TOWN OF FRANKLIN WATER DEPARTMENT STANDARDS AND REQUIREMENTS. IN THE ABSENCE OF STANDARDS, THEY SHALL CONFORM TO THE REQUIREMENTS OF THE SITE SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS IN CONNECTION WITH UTILITY TESTS, FLUSHING AND INSPECTIONS AS REQUIRED BY THE TOWN OF FRANKLIN'S WATER DEPARTMENT. COPIES OF TEST RESULTS WILL BE SUBMITTED TO THE FRANKLIN WATER DEPARTMENT FOR THEIR RECORDS.
- ALL WATER LEADS TO THE BUILDING WILL TERMINATE TEN FEET (10') OUTSIDE THE BUILDING LIMITS AS SHOWN ON THE PLAN AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT END.
- THE CONTRACTOR SHALL NOTIFY THE FRANKLIN WATER DEPARTMENT BEFORE MAKING ANY CONNECTIONS TO THE MUNICIPAL WATER MAIN.
- THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL BACTERIOLOGICAL TESTING. BACTERIA TESTING MUST BE DONE IN THE PRESENCE OF WATER DEPARTMENT PERSONNEL AND SENT TO A DEP CERTIFIED LABORATORY FOR ANALYSIS. THE WATER MAIN WILL NOT BE ACCEPTED BY THE WATER DEPARTMENT UNTIL NOTIFIED IN WRITING THAT THE SAMPLE IS FREE OF BACTERIA.
- PRIMARY METERS AND BACKFLOW PREVENTERS SHALL BE LOCATED AT THE POINT WHERE THE WATER LINES ENTER THE BUILDING UNLESS OTHERWISE NOTED.



NOT FOR CONSTRUCTION





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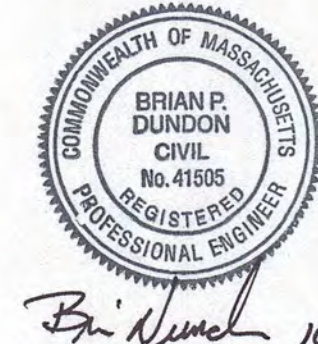
NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	1" = 40'

PREPARED FOR:

**FAIRFIELD GROVE  
STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAintree, MA 02184

SEAL:



*Brian Dundon* 10-30-2023

PREPARED BY:

**RJO'CONNELL & ASSOCIATES, INC.**  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02186  
PHONE: 781.279.0180 RJOCONNELL.COM

PROJECT NAME:

**GROVE STREET RESIDENCES**  
FRANKLIN, MA

DRAWING NAME:

**PARKING & TRAFFIC  
CONTROL PLAN**

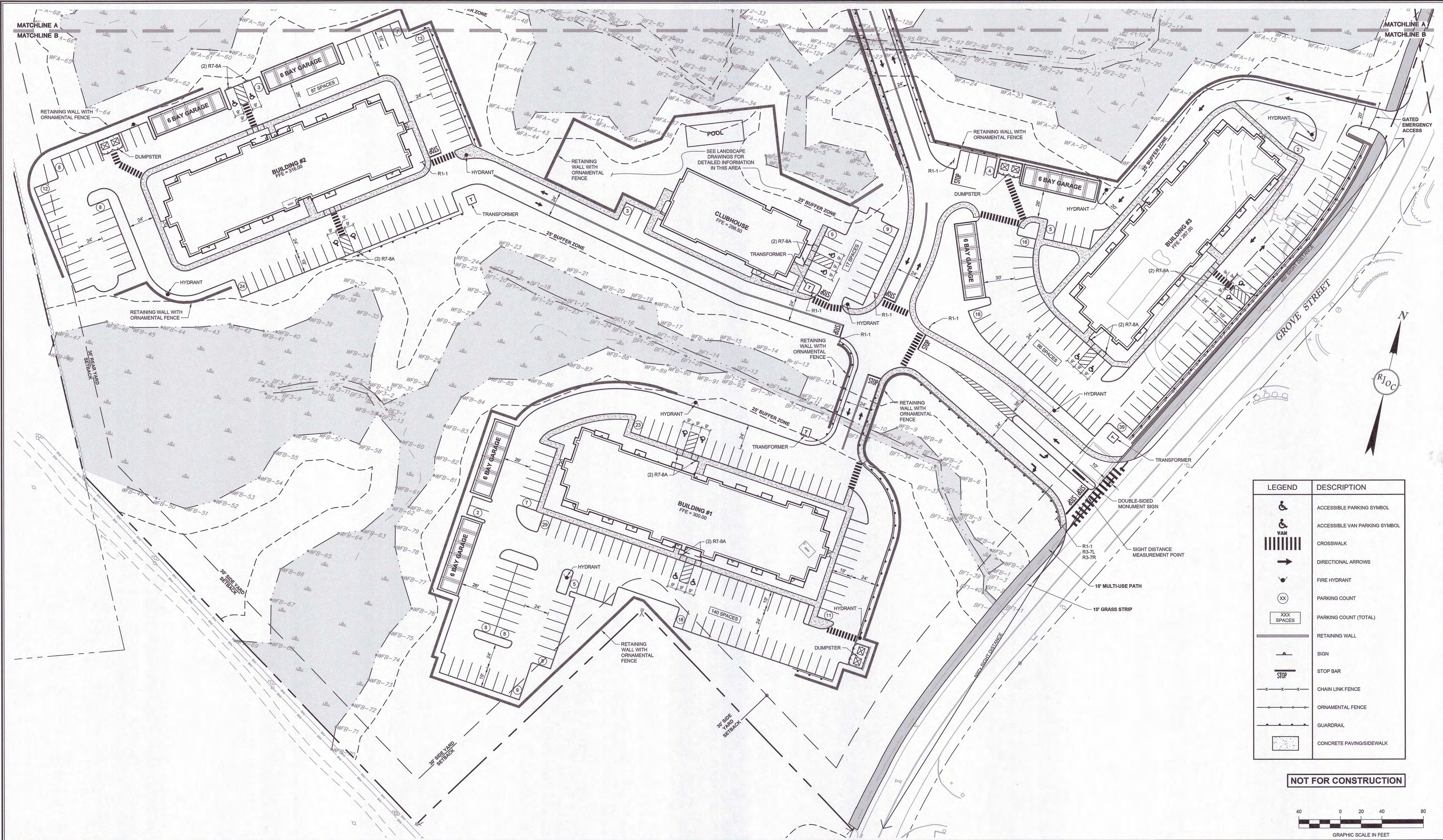
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DATE: 10/30/2023

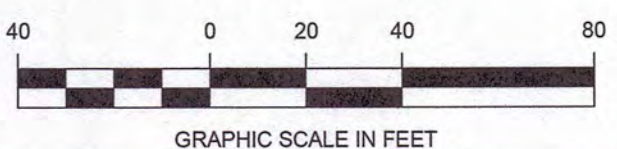
PROJECT NO.: 22016

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LEGEND	DESCRIPTION
	ACCESSIBLE PARKING SYMBOL
	ACCESSIBLE VAN PARKING SYMBOL
	CROSSWALK
	DIRECTIONAL ARROWS
	FIRE HYDRANT
	PARKING COUNT
	PARKING COUNT (TOTAL)
	RETAINING WALL
	SIGN
	STOP BAR
	CHAIN LINK FENCE
	ORNAMENTAL FENCE
	GUARDRAIL
	CONCRETE PAVING/SIDEWALK

**NOT FOR CONSTRUCTION**





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SCALE:	1" = 40'

PREPARED FOR:

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SUITE 105  
BRAintree, MA 02184

SEAL:



10-30-2023

PREPARED BY:

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80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.279.0180 RJOCONNELL.COM

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FRANKLIN, MA

DRAWING NAME:

**PARKING & TRAFFIC  
CONTROL PLAN**

DRAWING NUMBER:

**C-4B**

DATE:

10/30/2023

PROJECT NO.: 22016

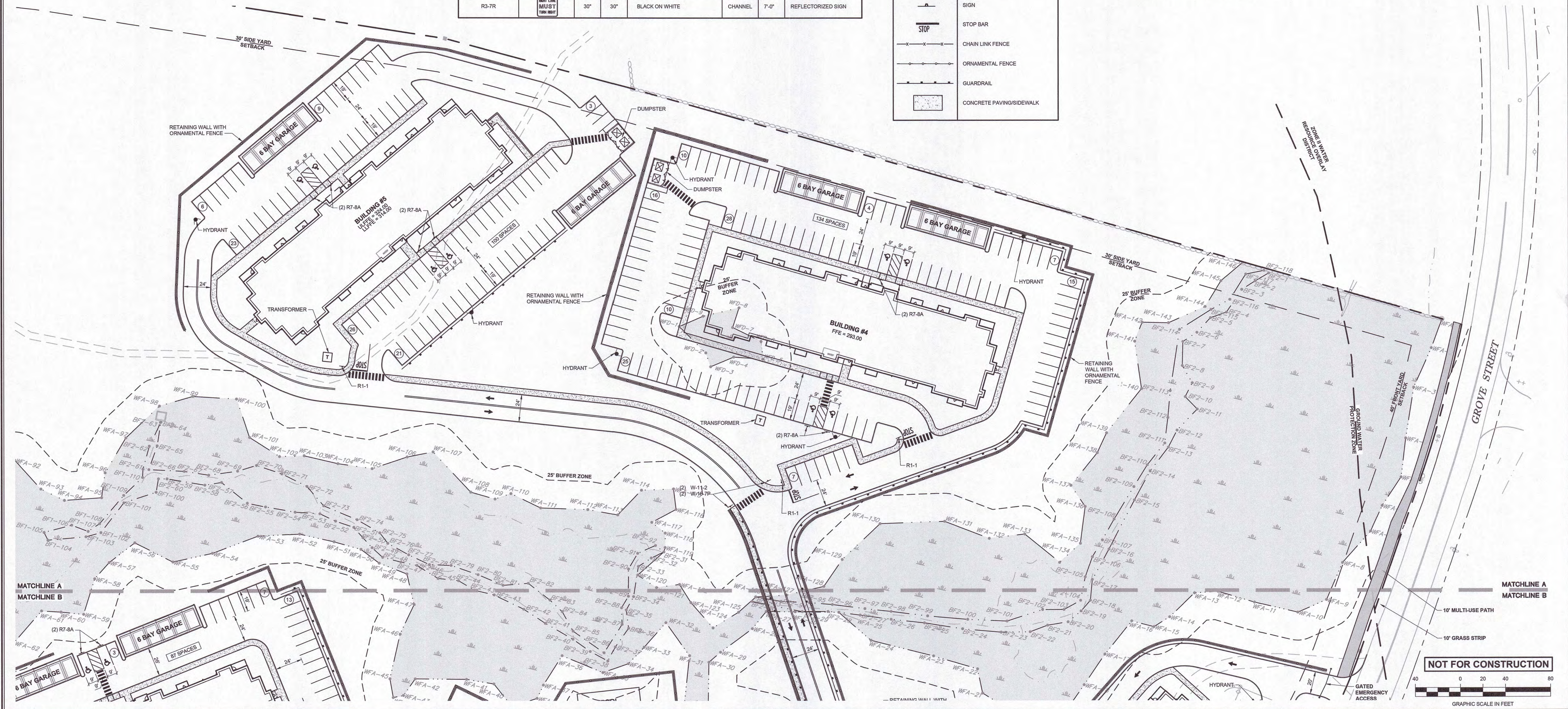
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TRAFFIC CONTROL SCHEDULE						
SIGN NUMBER	SIGN	SIZE OF SIGN		DESCRIPTION	MOUNT TYPE	REMARKS
		WIDTH	HEIGHT			
R1-1		30"	30"	WHITE ON RED	3" POST	REFLECTORIZED SIGN
R7-8		12"	18"	BLUE & GREEN ON WHITE	3" POST	REFLECTORIZED SIGN
R7-8A		12"	6"	WHITE ON BLUE	3" POST	REFLECTORIZED SIGN
W11-2		30"	30"	YELLOW ON BLACK	3" POST	REFLECTORIZED SIGN
W16-7P		24"	12"	YELLOW ON BLACK	3" POST	REFLECTORIZED SIGN
R3-7L		30"	30"	BLACK ON WHITE	CHANNEL	REFLECTORIZED SIGN
R3-7R		30"	30"	BLACK ON WHITE	CHANNEL	REFLECTORIZED SIGN

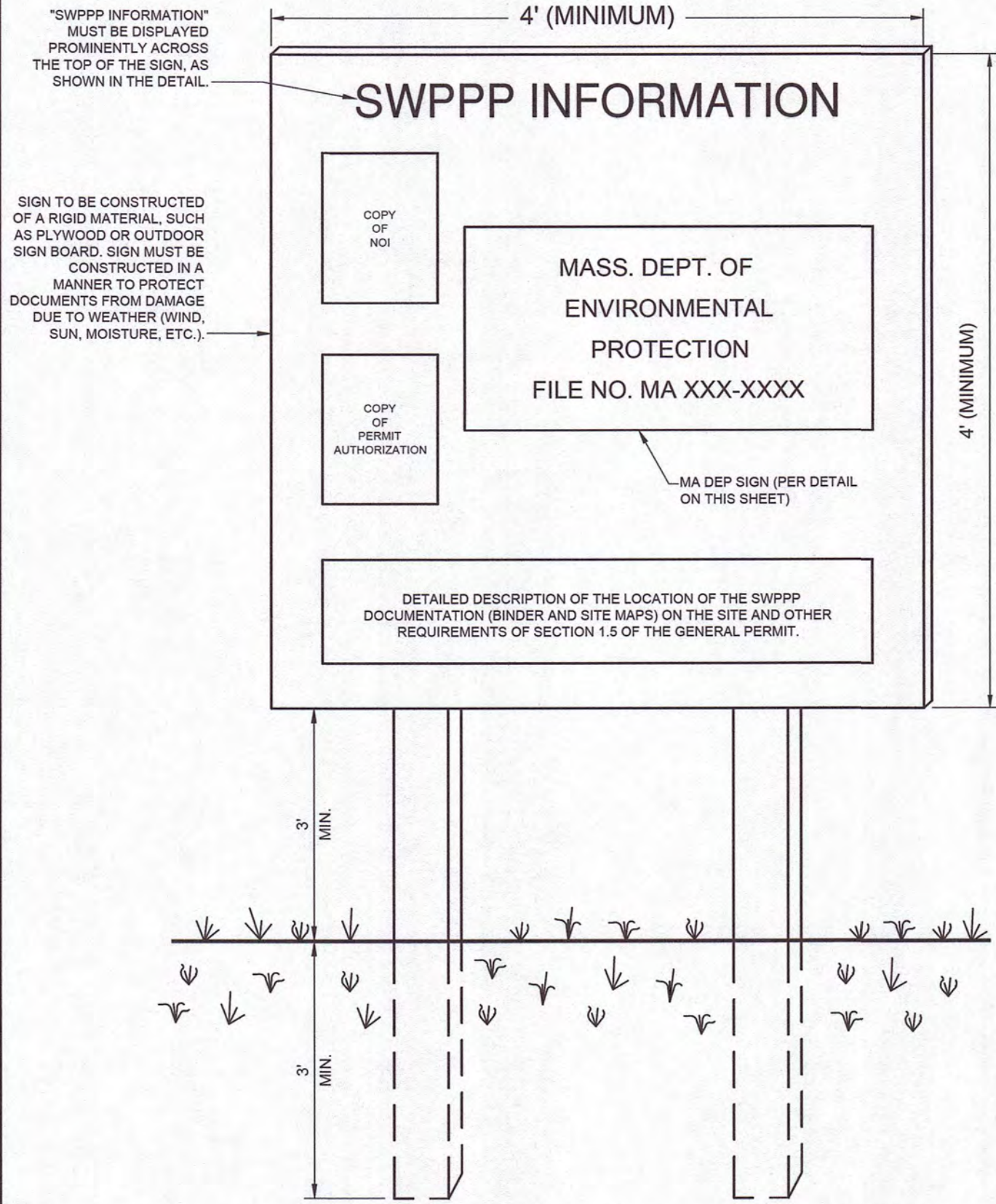
LEGEND	DESCRIPTION
	ACCESSIBLE PARKING SYMBOL
	ACCESSIBLE VAN PARKING SYMBOL
	CROSSWALK
	DIRECTIONAL ARROWS
	FIRE HYDRANT
	PARKING COUNT
	PARKING COUNT (TOTAL)
	RETAINING WALL
	SIGN
	STOP BAR
	CHAIN LINK FENCE
	ORNAMENTAL FENCE
	GUARDRAIL
	CONCRETE PAVING/SIDEWALK

#### PARKING AND TRAFFIC CONTROL NOTES

- HANDICAP ACCESSIBLE PARKING SPACES SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (A.D.A.) OF 1990, REVISED SEPT. 15, 2010 AND THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD OF REGULATIONS, 521 CMR UNLESS OTHERWISE NOTED.
- ALL PARKING LOT CURBING SHALL BE PRECAST CONCRETE, UNLESS NOTED OR DETAILED OTHERWISE.
- ALL LIMITS OF PAVEMENT SHALL BE CURBED UNLESS NOTED OR DETAILED OTHERWISE.
- ALL ADA PARKING, CROSS HATCH AREAS AND STANDARD PARKING SPACES SHALL BE 9-FEET IN WIDTH BY 19-FEET IN LENGTH.
- ALL PAVEMENT STRIPING SHALL BE PAINTED WITH 2 COATS OF WHITE PAINT.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL BUILDING PLANS FOR EXACT LOCATIONS, DETAILS AND DIMENSIONS OF CONCRETE SIDEWALKS, EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS, CONCRETE PADS AND EXACT UTILITY ENTRANCE LOCATIONS.
- PARKING AND TRAFFIC CONTROL PLANS ARE SCHEMATIC AND FOR LOCATION OF MARKINGS ONLY. SPECIFIC DETAILS FOR INSTALLATION OF PAVEMENT MARKINGS ARE PROVIDED AS PART OF THIS PLAN SET.
- FOR PARKING LOT PAVEMENT SECTION SEE DETAILS.

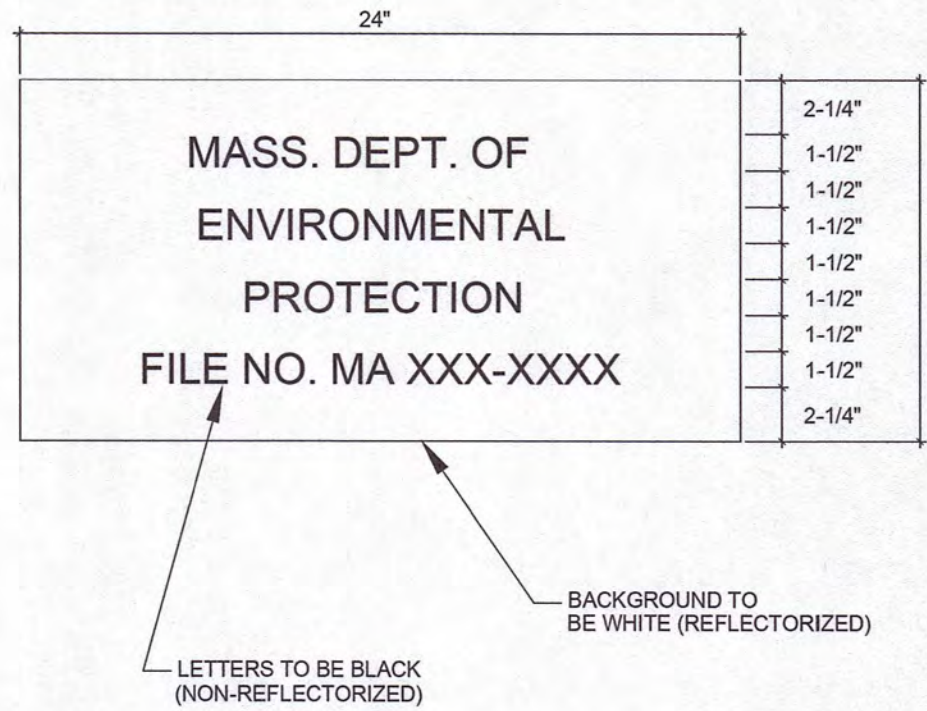






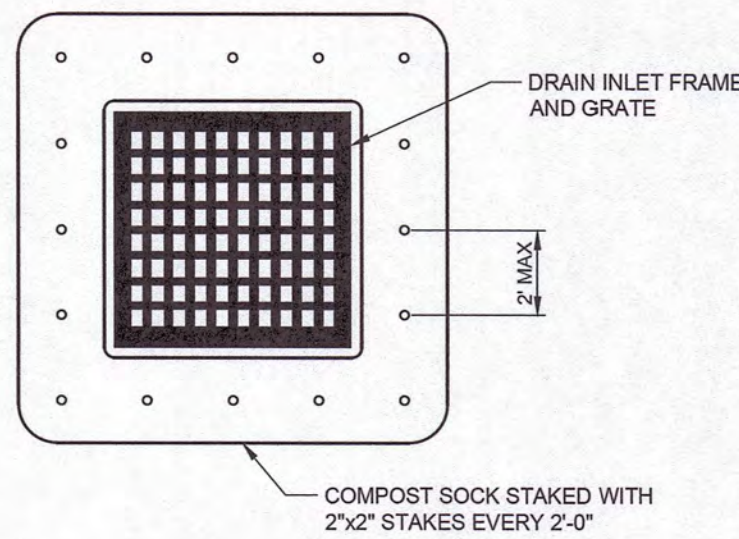
- NOTES:
- 1) THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE CONSTRUCTION EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE AND VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A SAFETY HAZARD.
  - 2) ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-OF-TERMINATION (NOT) IS FILED FOR THE PERMIT.
  - 3) CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCY.
  - 4) SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
  - 5) CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THE SWPPP INFORMATION SIGN.

**SWPPP INFORMATION SIGN**  
SCALE: N.T.S.



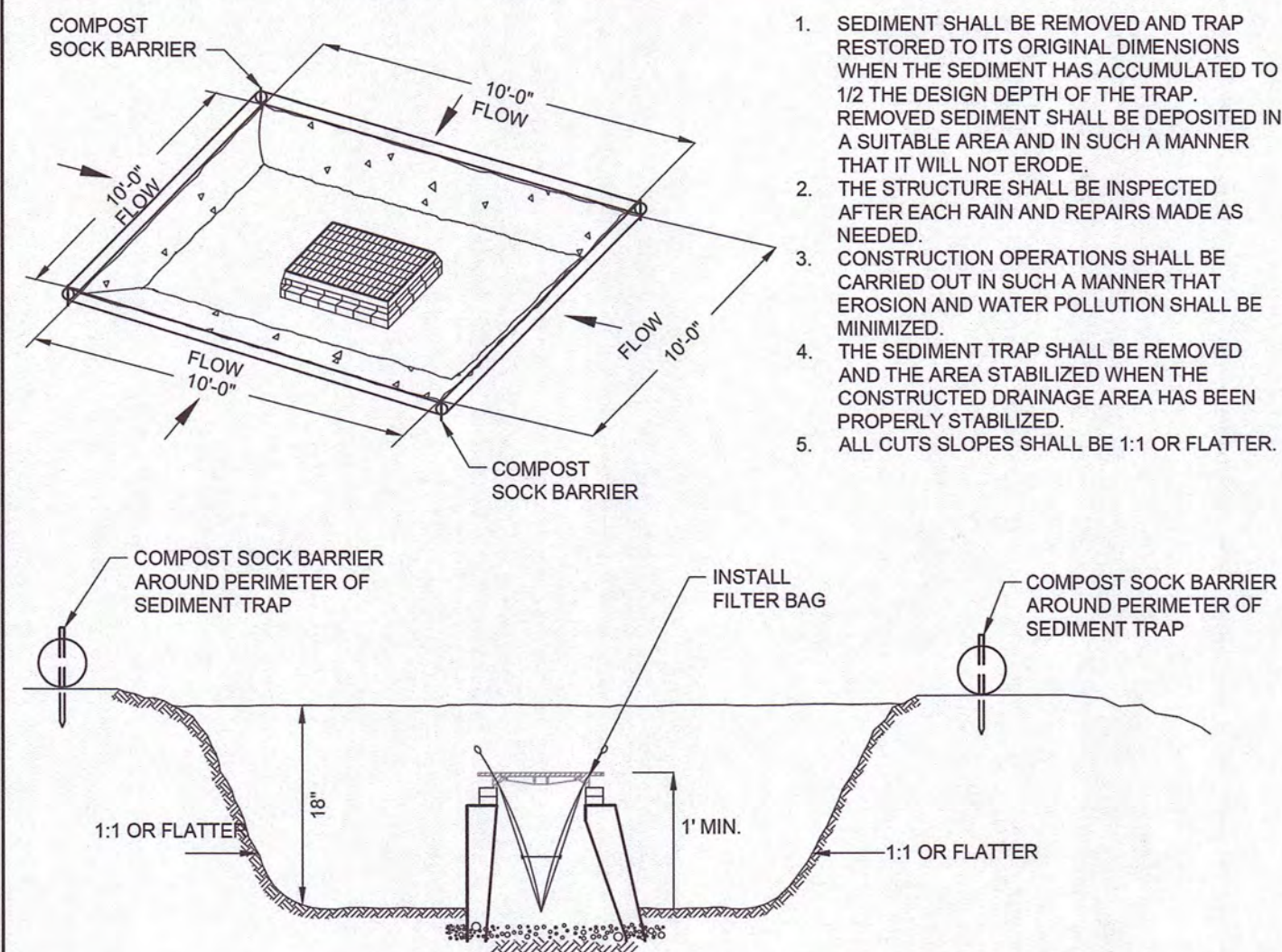
**TYPICAL MASSACHUSETTS DEP SIGN DETAIL**  
SCALE: N.T.S.

NOTE:  
THIS DETAIL IS TO BE USED  
WHEN PARKING AREAS ARE AT  
SUBGRADE ELEVATION.



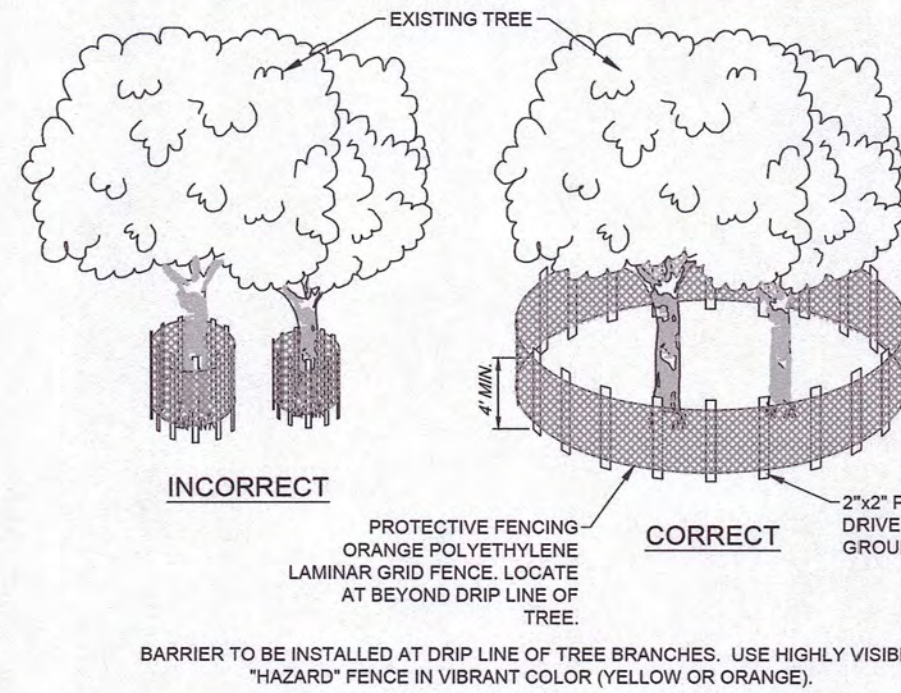
- NOTES:
1. COMPOST SOCK SHALL BE PLACED IN A ROW WITH THE ENDS TIGHTLY ABUTTING THE ADJACENT COMPOST SOCK.
  2. COMPOST SOCK SHALL BE SECURELY ANCHORED IN PLACE BY STAKES OR RE-BARS DRIVEN THROUGH THE COMPOST SOCK.
  3. INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.

**TYPICAL COMPOST SOCK INLET PROTECTION DETAIL**  
SCALE: N.T.S.



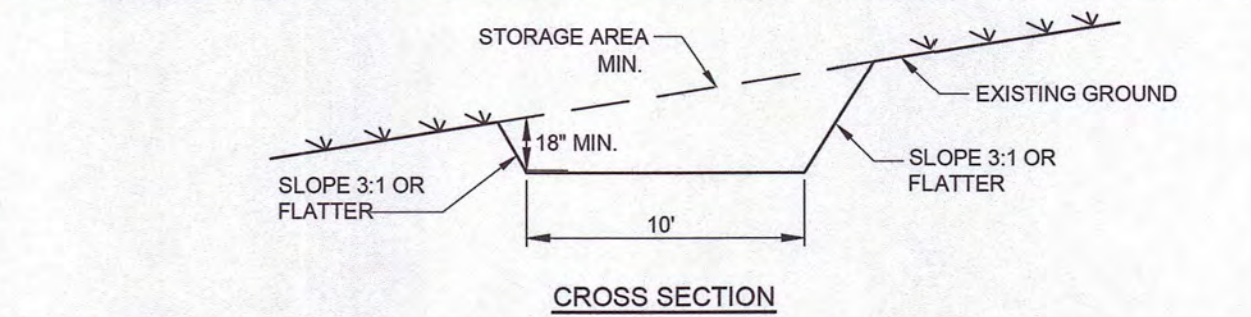
CROSS SECTION

**STORM INLET SEDIMENT TRAP**  
SCALE: N.T.S.



- NOTES:
1. TREE PROTECTION BARRIERS MUST BE PLACED AROUND TREES TO BE RETAINED WITHIN AN AREA WHERE LAND ALTERATION AND CONSTRUCTION ACTIVITIES WILL OCCUR. TREES TO REMAIN SHALL BE INDICATED ON THE PLANS.
  2. TREE PROTECTION BARRIER MUST REMAIN IN PLACE UNTIL GRADING AND CONSTRUCTION ACTIVITY IS COMPLETE OR UNTIL COMMENCEMENT OF FINISH GRADING AND SODDING.
  3. BARRIERS SHALL BE PLACED AROUND TREES AT THE DRIPLINE EXCEPT WHERE LAND ALTERATION OR CONSTRUCTION ACTIVITIES ARE APPROVED WITHIN THE DRIPLINE.
  4. THE DRIPLINE OF A TREE IS THE IMAGINARY VERTICAL LINE THAT EXTENDS DOWNWARD FROM THE OUTERMOST TIPS OF THE TREE'S BRANCHES TO THE GROUND.
  5. AREAS SURROUNDED BY THE TREE PROTECTION BARRIERS SHALL BE PROTECTED FROM VEGETATION REMOVAL, PLACEMENT OF SOIL, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND.
  6. ALL TREE ROOTS WITHIN AREA TO BE GRADED AND ORIGINATING FROM A PROTECTED TREE SHALL BE SEVERED CLEANLY AT THE LIMITS OF THE PROTECTED AREA.
  7. ALL TREE PRUNING AND TRIMMING ON ANY TREE TO BE RETAINED SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE AMERICAN SOCIETY OF ARBORICULTURE (ASA).
  8. 2'x2' TREE PROTECTION SIGNS SPACED A MINIMUM OF ON SIGN EVERY 300' SHALL CONTAIN THE WORDING "TREE PROTECTION ZONE - KEEP OUT".

**TREE PROTECTION BARRIER**  
SCALE: N.T.S.



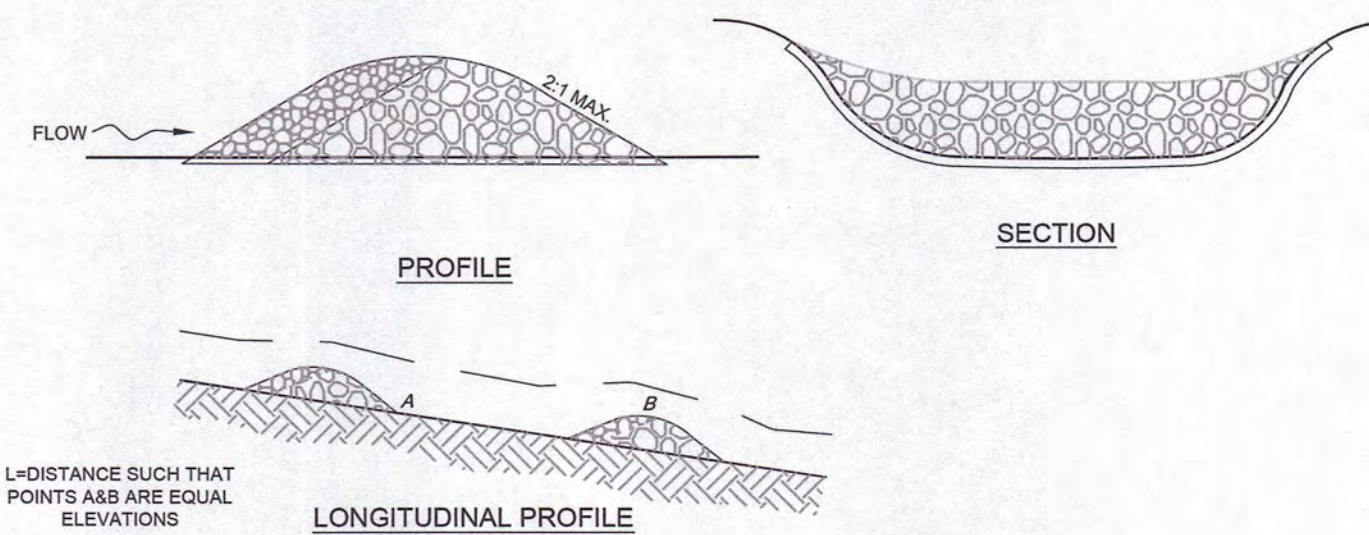
POSITIVE DRAINAGE: 0.5% OR STEEPER DEPENDENT ON TOPOGRAPHY

PLAN VIEW

CONSTRUCTION SPECIFICATIONS

1. ALL TEMPORARY SWALES SHALL HAVE UNINTERRUPTED POSITIVE FLOW TO AN OUTLET.
2. DIVERTED RUNOFF FROM A DISTURBED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE.
3. DIVERTED RUNOFF FROM AN UNDISTURBED AREA SHALL OUTLET DIRECTLY INTO AN UNDISTURBED STABILIZED AREA AT NON-EROSIVE VELOCITY.
4. ALL TREES, BRUSH, STUMPS, OBSTRUCTIONS, AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED AND DISPOSED OF SO AS NOT TO INTERFERE WITH THE PROPER FUNCTIONING OF THE SWALE.
5. THE SWALE SHALL BE EXCAVATED OR SHAPED TO LINE, GRADE, AND CROSS SECTION AS REQUIRED TO MEET THE CRITERIA SPECIFIED HEREIN AND BE FREE OF BANK PROJECTIONS OR OTHER IRREGULARITIES WHICH WILL IMPEDE NORMAL FLOW.
6. FILLS SHALL BE COMPACTED BY EARTH MOVING EQUIPMENT.
7. ALL EARTH REMOVED AND NOT NEEDED FOR CONSTRUCTION SHALL BE PLACED SO THAT IT WILL NOT INTERFERE WITH THE FUNCTIONING OF THE SWALE.
8. STABILIZATION SHALL BE FOR SLOPES GREATER THAN 2%.
9. PERIODIC INSPECTION AND REQUIRED MAINTENANCE MUST BE PROVIDED AFTER EACH RAIN EVENT AND AS REQUIRED BY THE PERMIT.

**TEMPORARY SWALE DETAIL**  
SCALE: N.T.S.



NOTES:

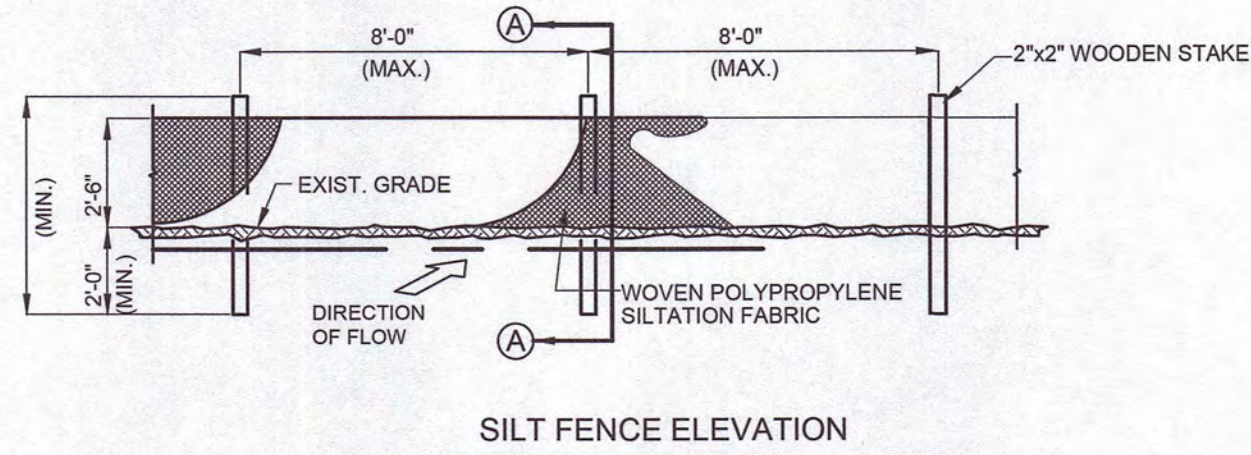
1. THE MAXIMUM HEIGHT OF THE CHECK DAM AT THE CENTER SHALL NOT EXCEED ONE HALF THE DEPTH OF THE CHANNEL.
2. MAXIMUM SPACING SHALL BE SO THE TOE OF THE UPSTREAM DAM IS THE SAME ELEVATION AS THE TOP OF THE DOWNSTREAM DAM.
3. REMOVE SEDIMENT WHEN ACCUMULATION IS 25% THE HEIGHT OF THE WEIR.
4. REMOVE CHECK DAMS WHEN SITE STABILIZATION IS ACHIEVED.

CHECK DAM SPACING CRITERIA

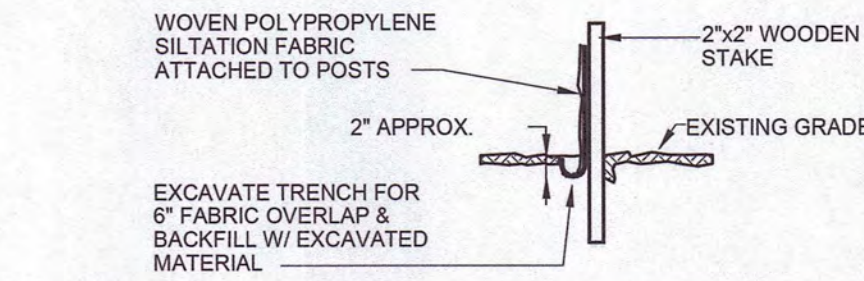
SPILLWAY HEIGHT	CHANNEL SLOPE	CHECK DAM SPACING
1.5	1%	150 FT.
2.0	1%	200 FT.
1.5	2%	75 FT.
2.0	2%	100 FT.
1.5	3%	50 FT.
2.0	3%	67 FT.
1.5	4%	38 FT.
2.0	4%	50 FT.
1.5	5%	30 FT.
2.0	5%	40 FT.

\*ASSUME CHANNEL DEPTH IS 2 TIMES SPILLWAY HEIGHT

**ROCK CHECK DAM DETAIL**  
SCALE: N.T.S.

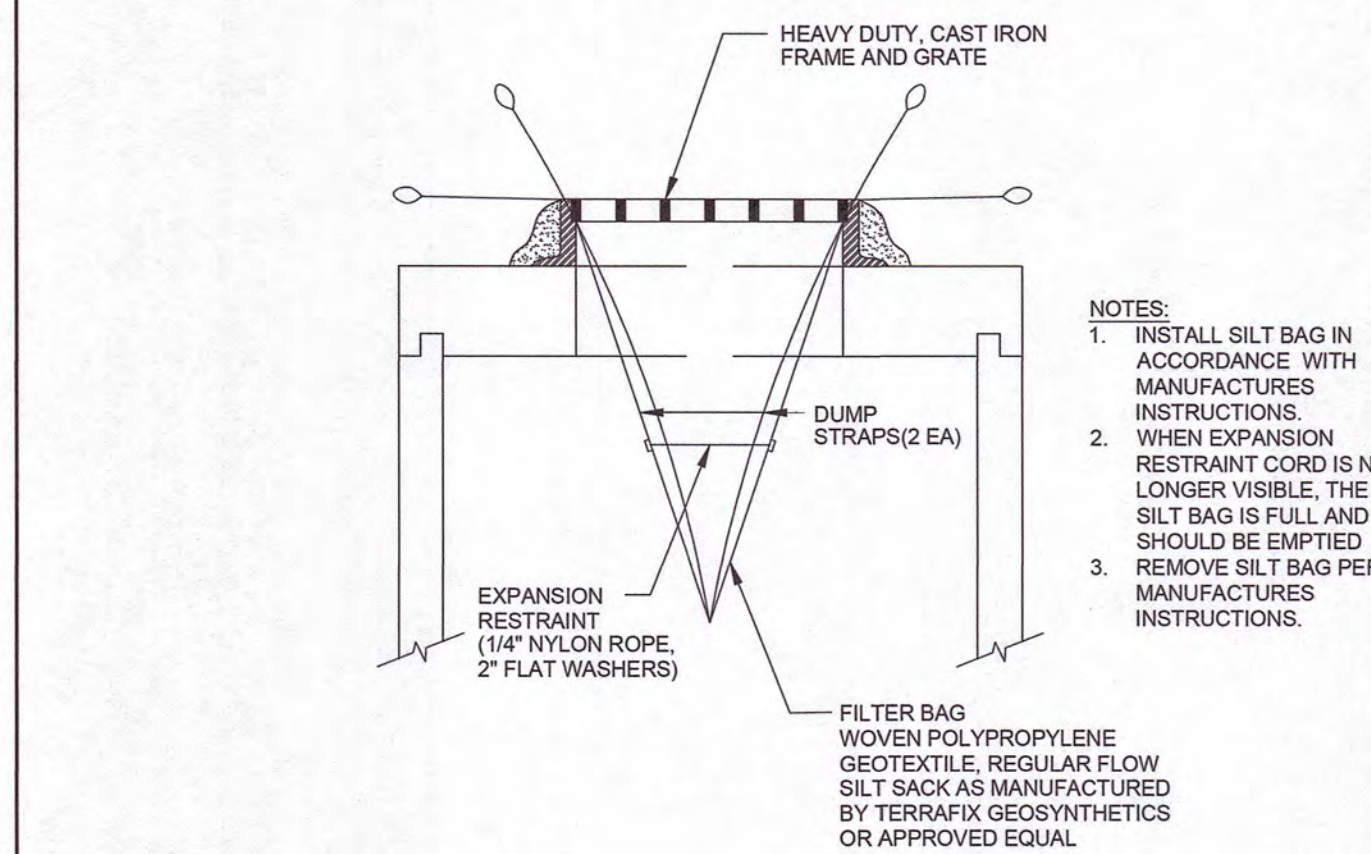


SILT FENCE ELEVATION



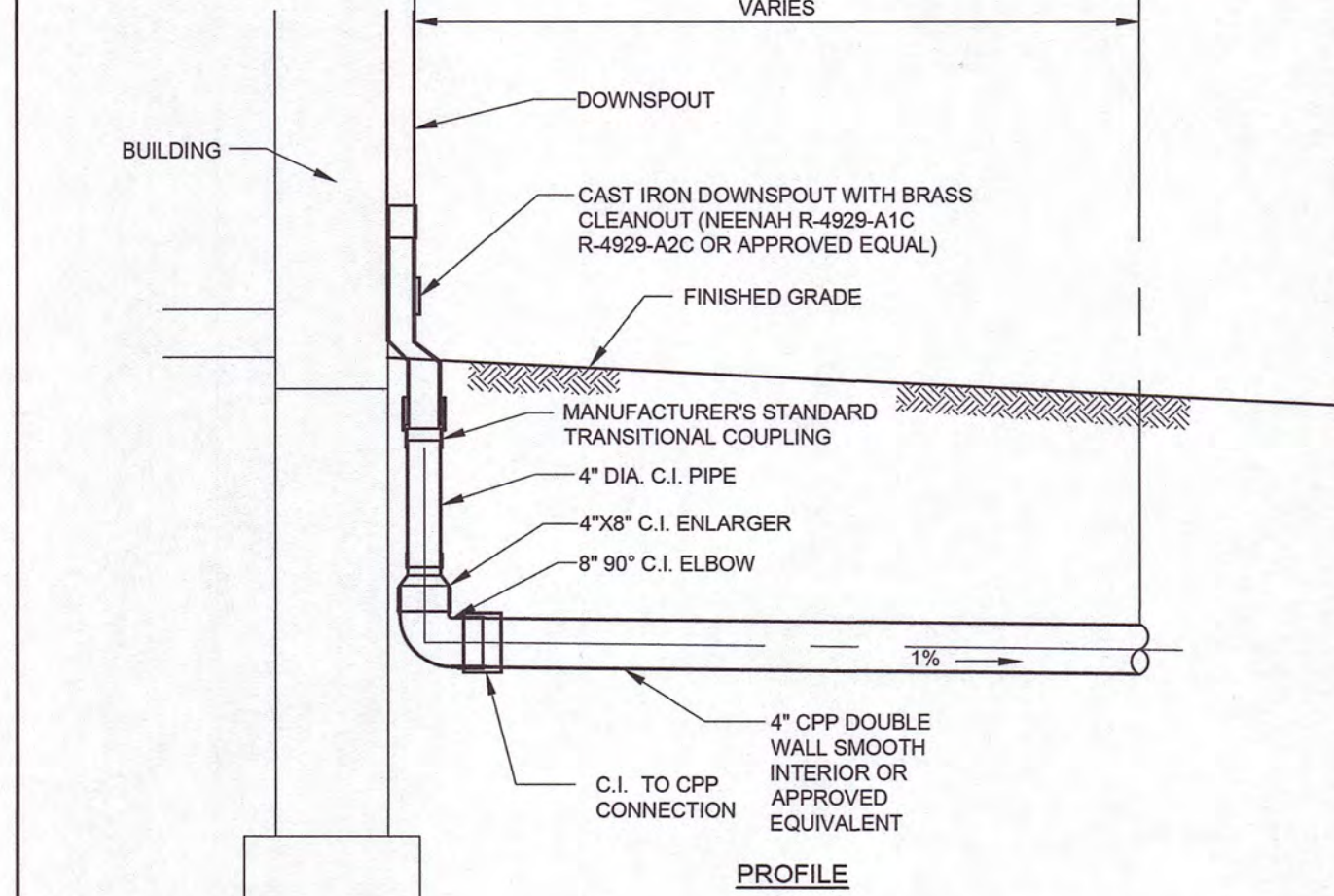
SILT FENCE SECTION A-A

**SILTATION FENCE DETAIL**  
SCALE: N.T.S.

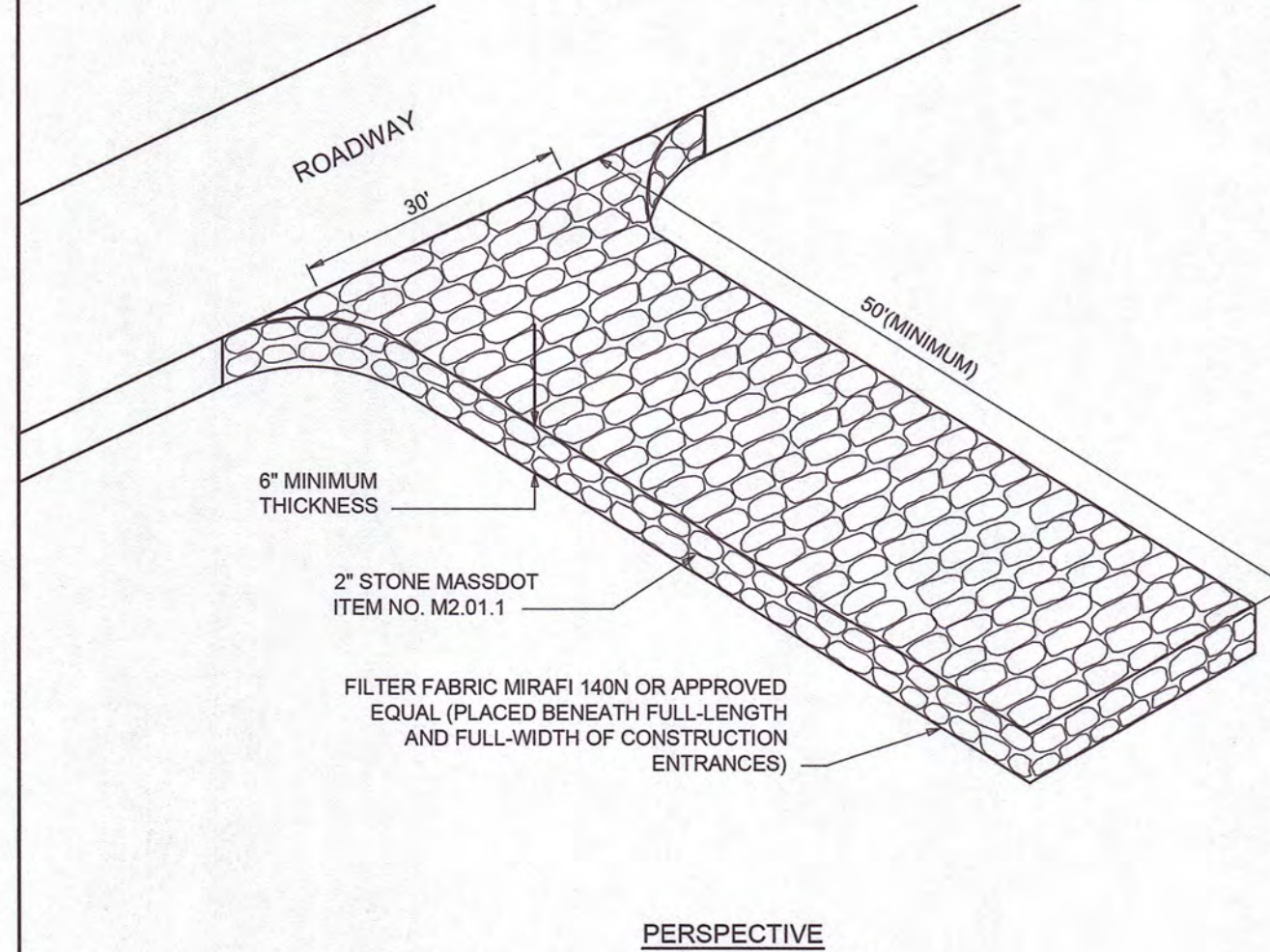


- NOTES:
1. INSTALL SILT BAG IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
  2. WHEN EXPANSION RESTRAINT CORD IS NO LONGER VISIBLE, THE SILT BAG IS FULL AND SHOULD BE EMPTIED.
  3. REMOVE SILT BAG PER MANUFACTURER'S INSTRUCTIONS.

**TYPICAL FILTER BAG DETAIL**  
SCALE: N.T.S.



**TYPICAL EXTERIOR ROOF DRAIN DETAIL**  
SCALE: N.T.S.



PERSPECTIVE

**VEHICLE TRACKING PAD**  
SCALE: N.T.S.

NOT FOR CONSTRUCTION



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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	N.T.S.

PREPARED FOR:

**FAIRFIELD GROVE STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAintree, MA 02184

SEAL:



PREPARED BY:

**RJO'CONNELL & ASSOCIATES, INC.**  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.279.9180 RJOCONNELL.COM

PROJECT NAME:

**GROVE STREET RESIDENCES**  
FRANKLIN, MA

DRAWING NAME:

**SITE DETAILS - I**

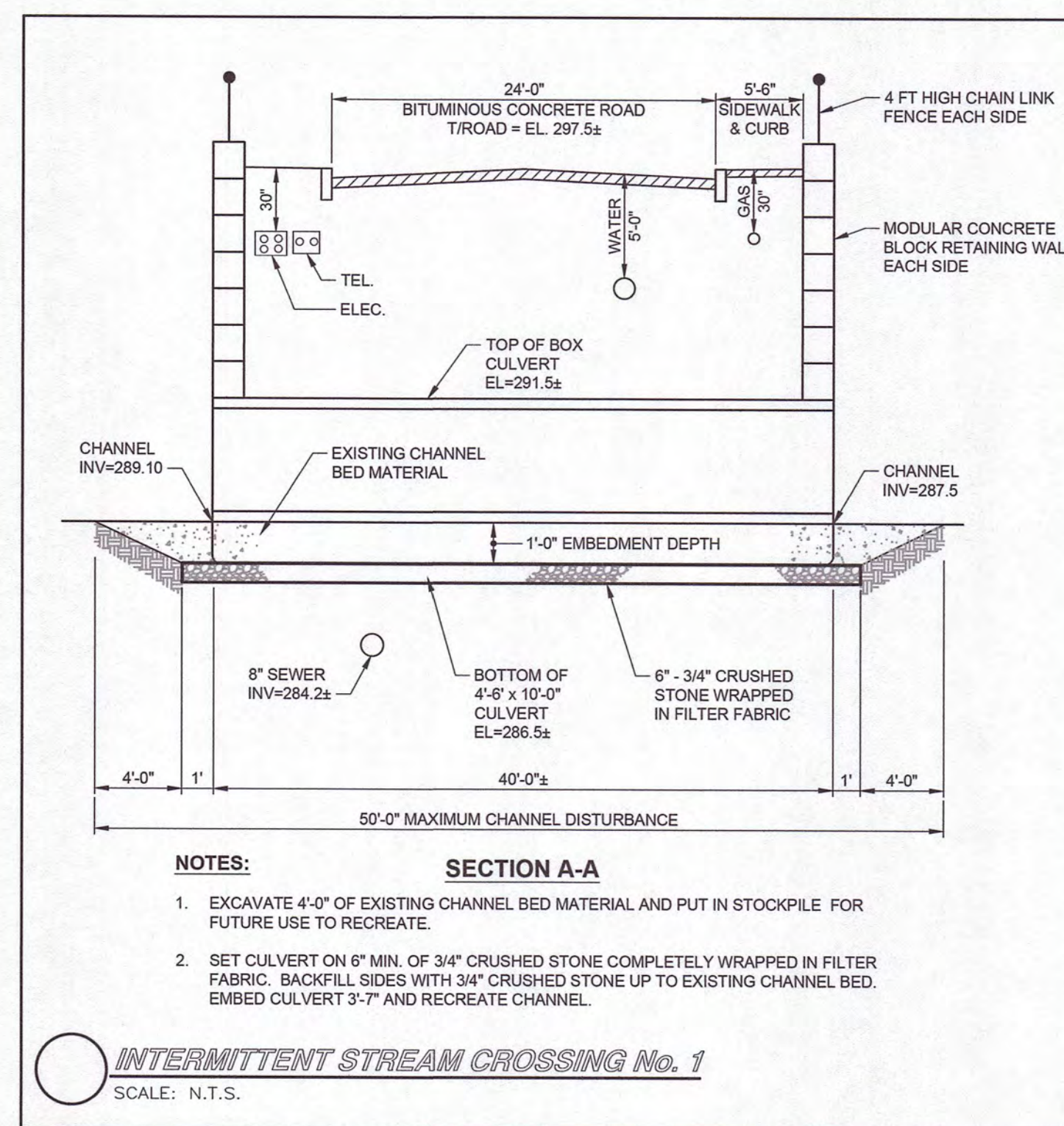
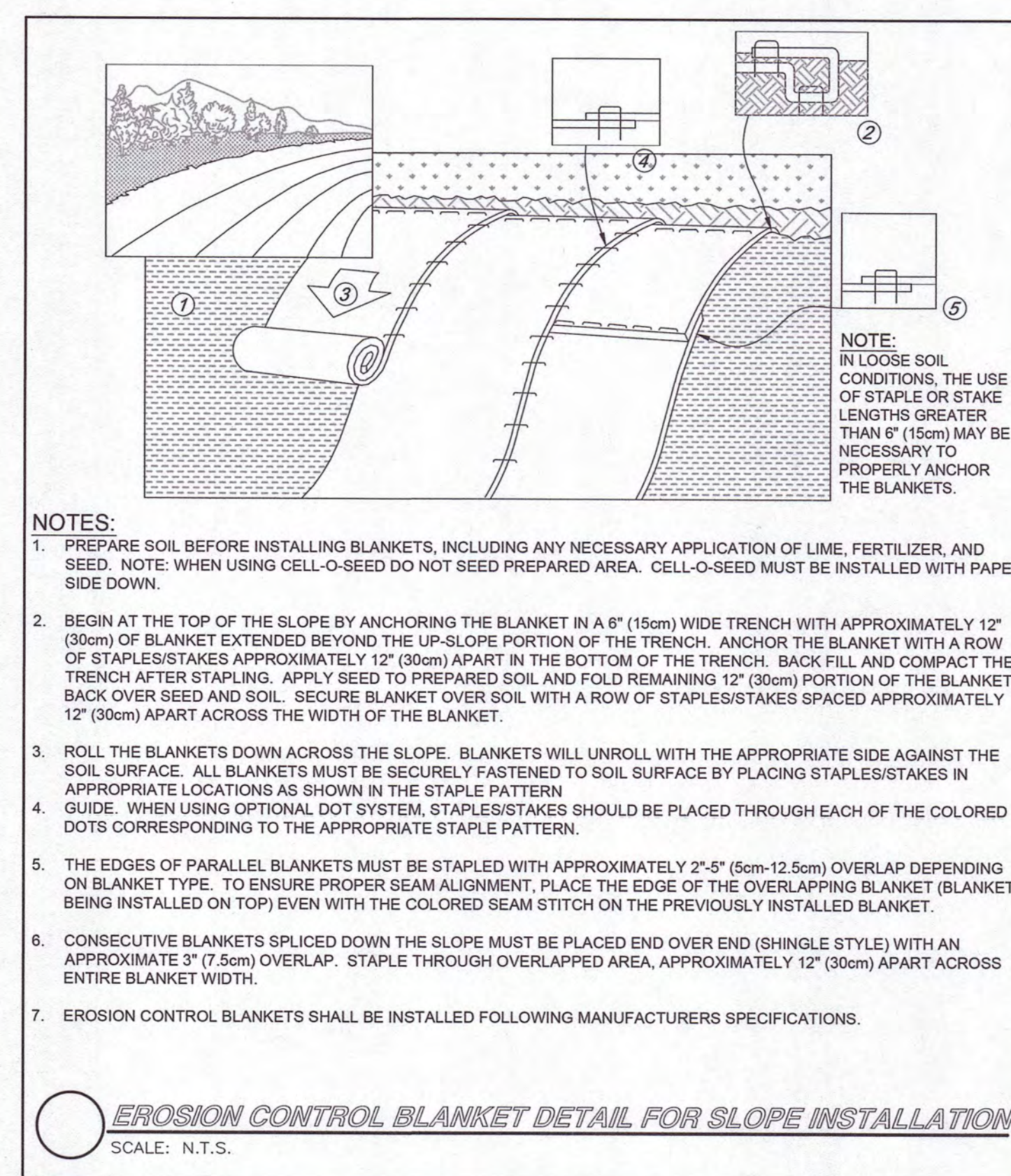
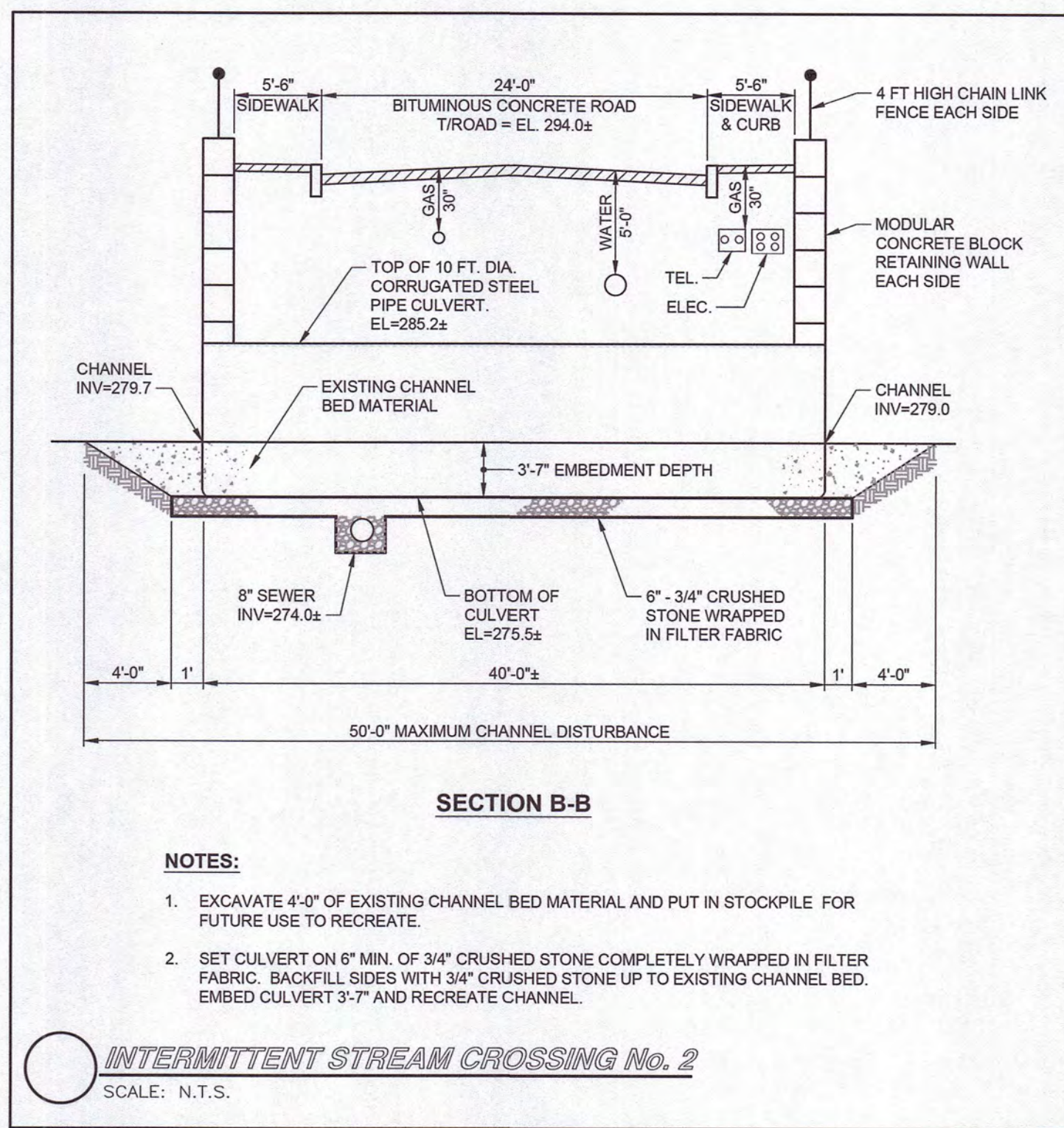
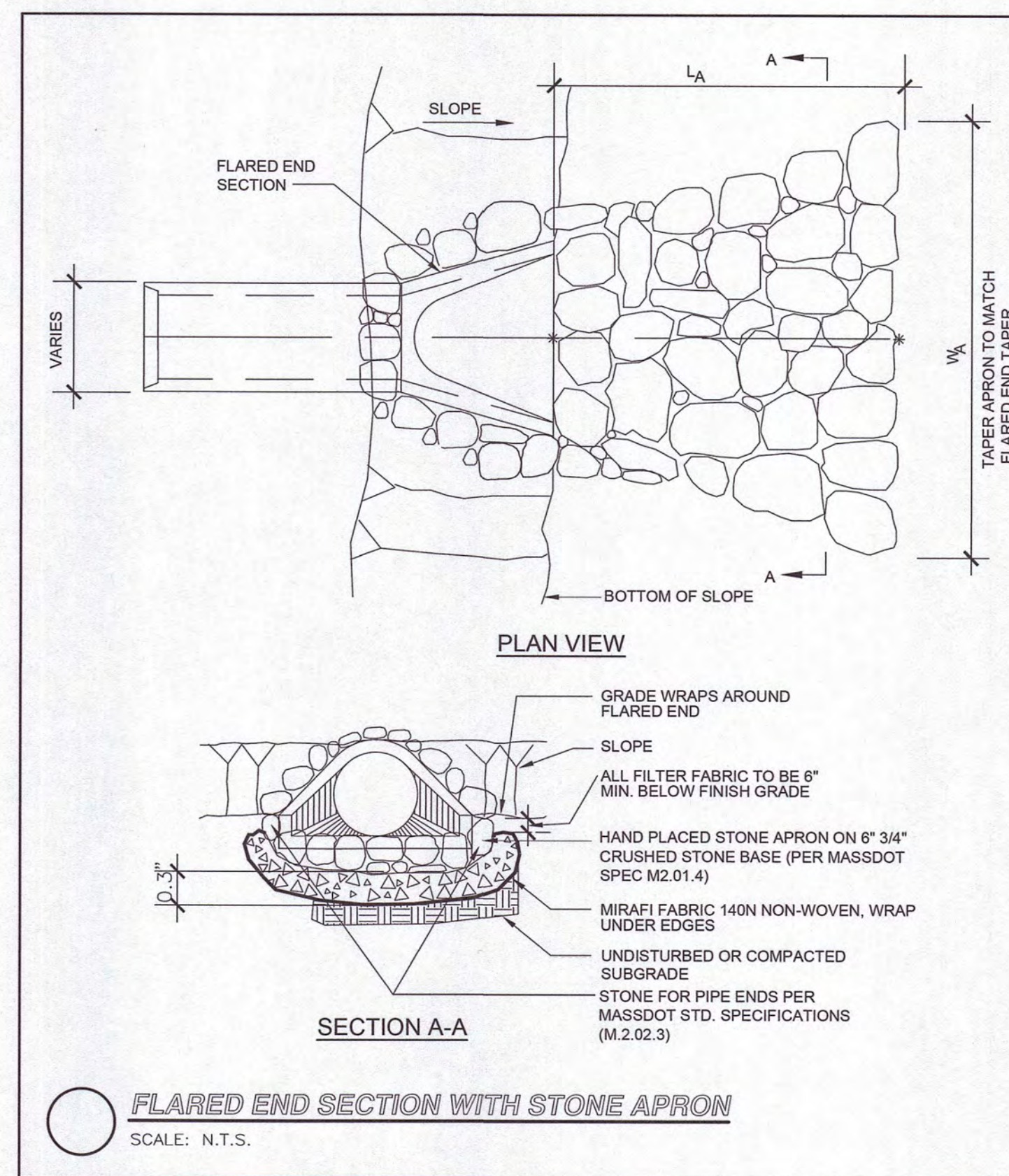
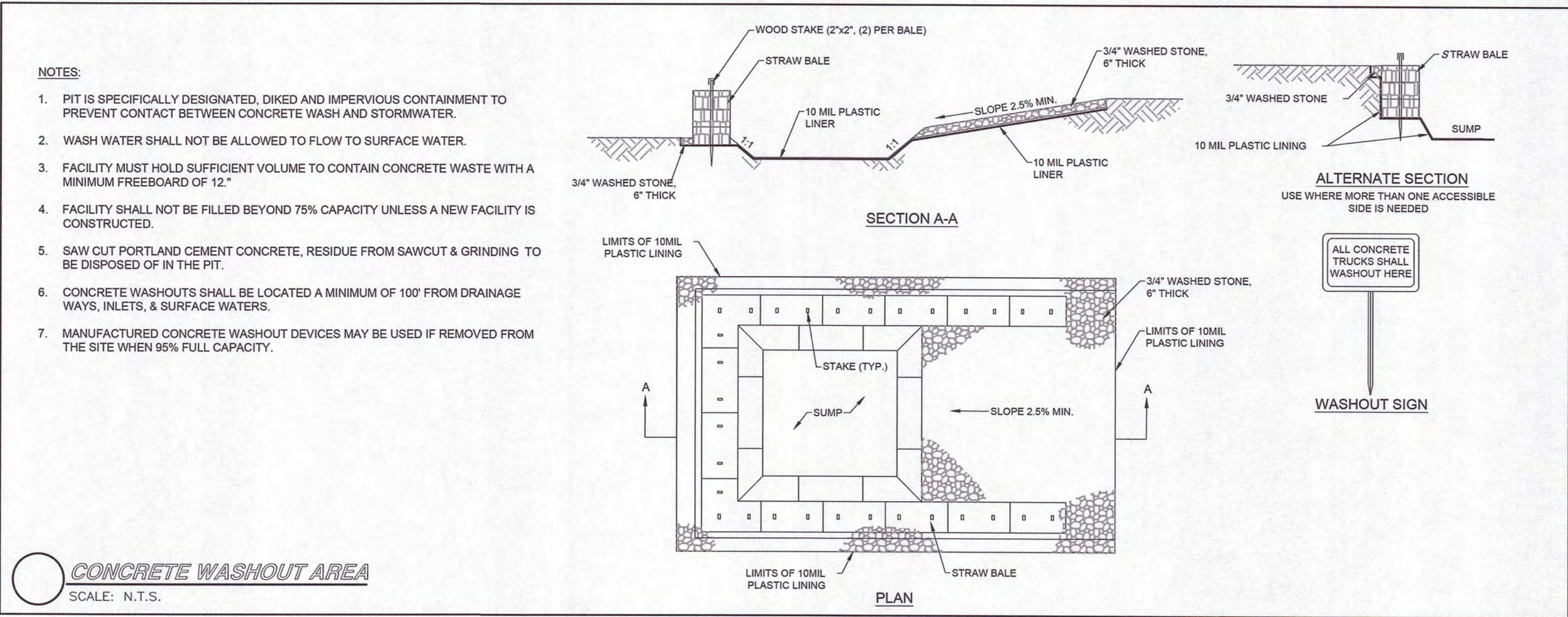
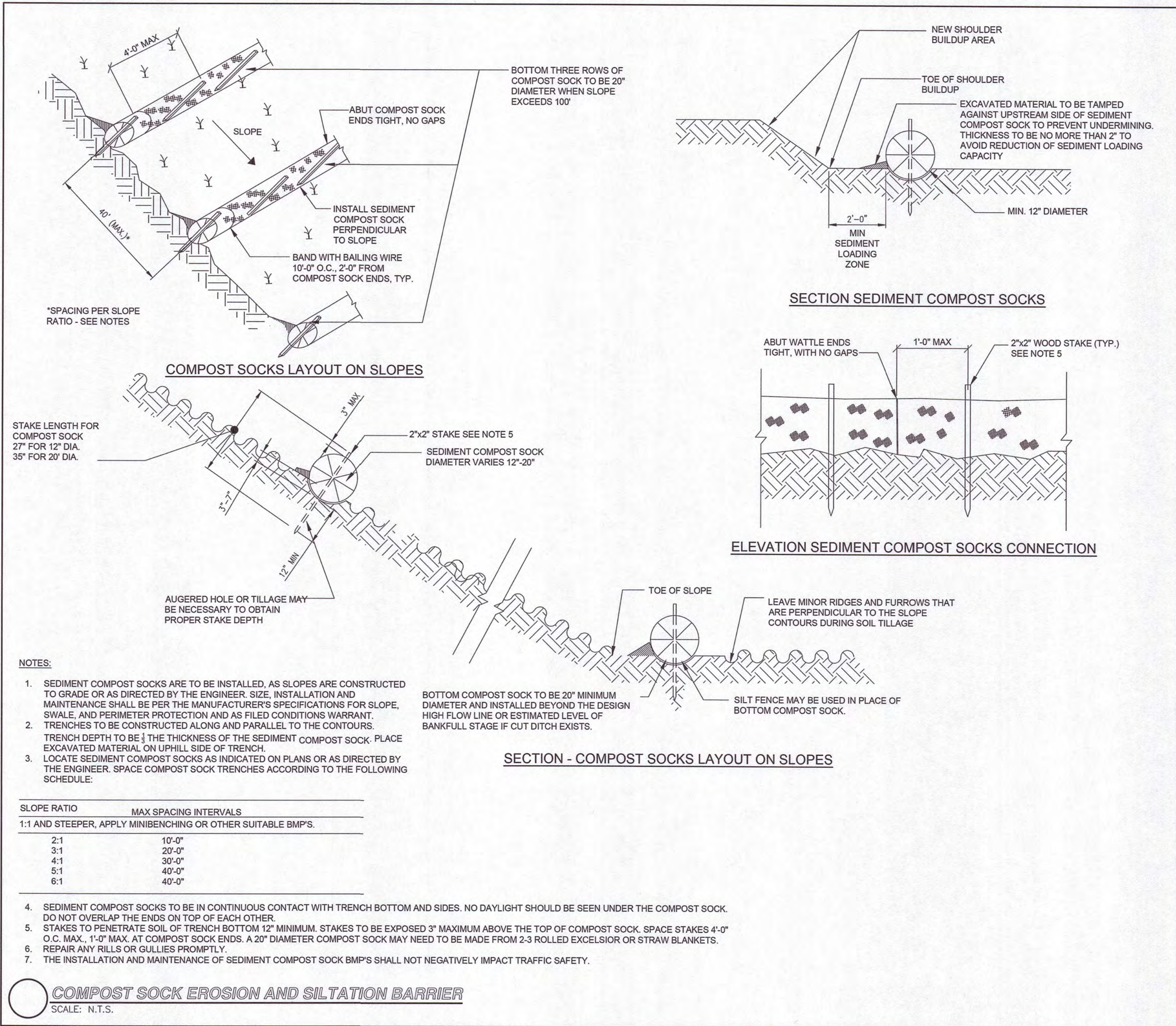
DRAWING NUMBER:

**C-5**

DATE: 10/30/2023 PROJECT NO.: 22016

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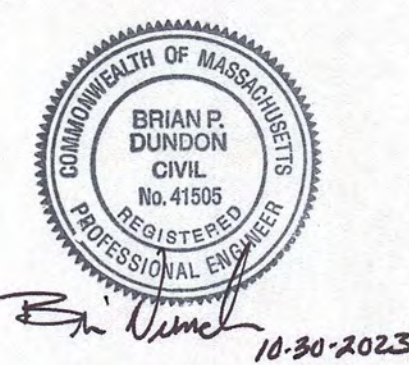
NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	N.T.S.

PREPARED FOR:

FAIRFIELD GROVE  
STREET LLC  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAINTREE, MA 02184

SEAL:



PREPARED BY:

RJO'CONNELL & ASSOCIATES, INC.  
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80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.279.0180 RJOCONNELL.COM

PROJECT NAME:

GROVE STREET RESIDENCES  
FRANKLIN, MA

DRAWING NAME:

SITE  
DETAILS - II

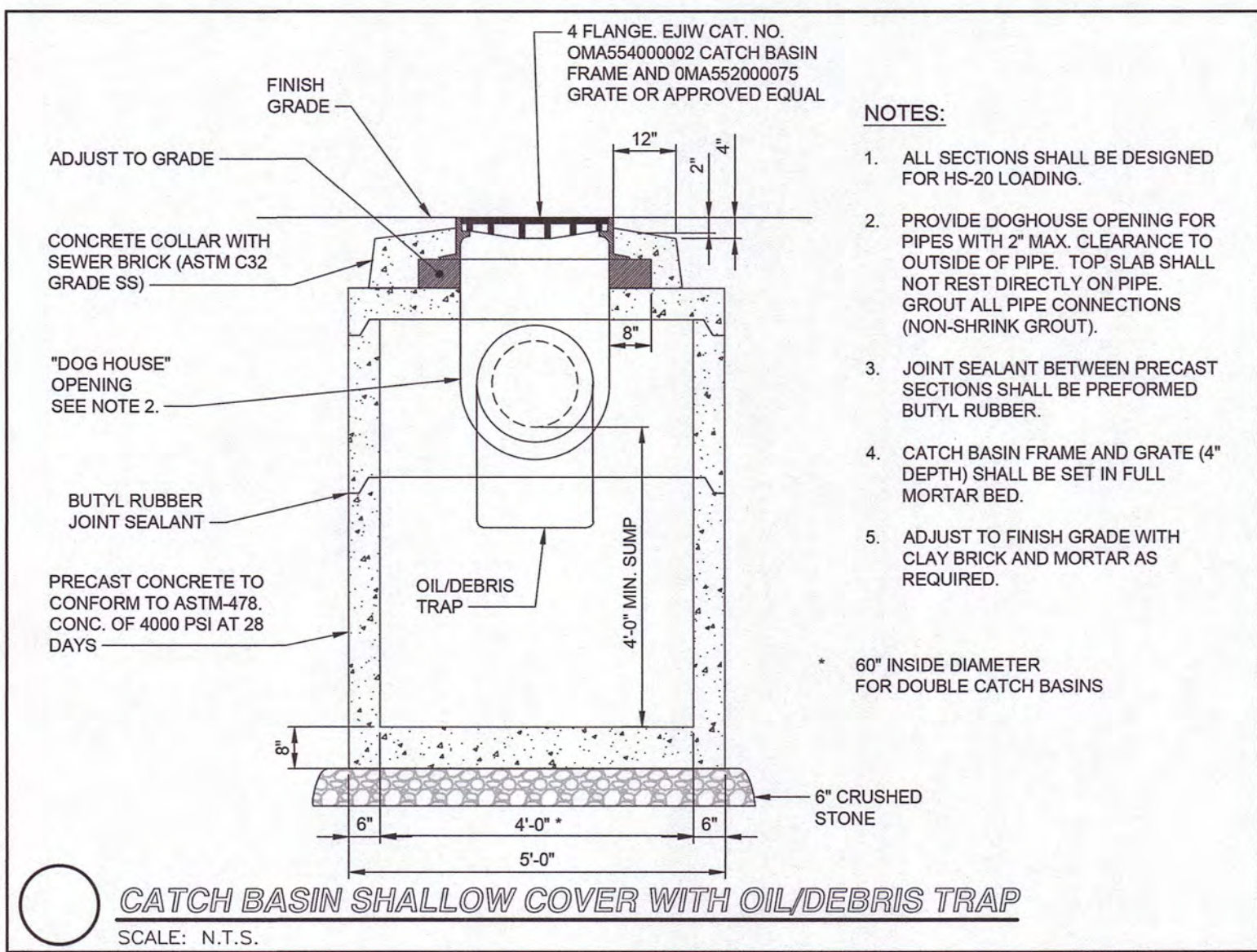
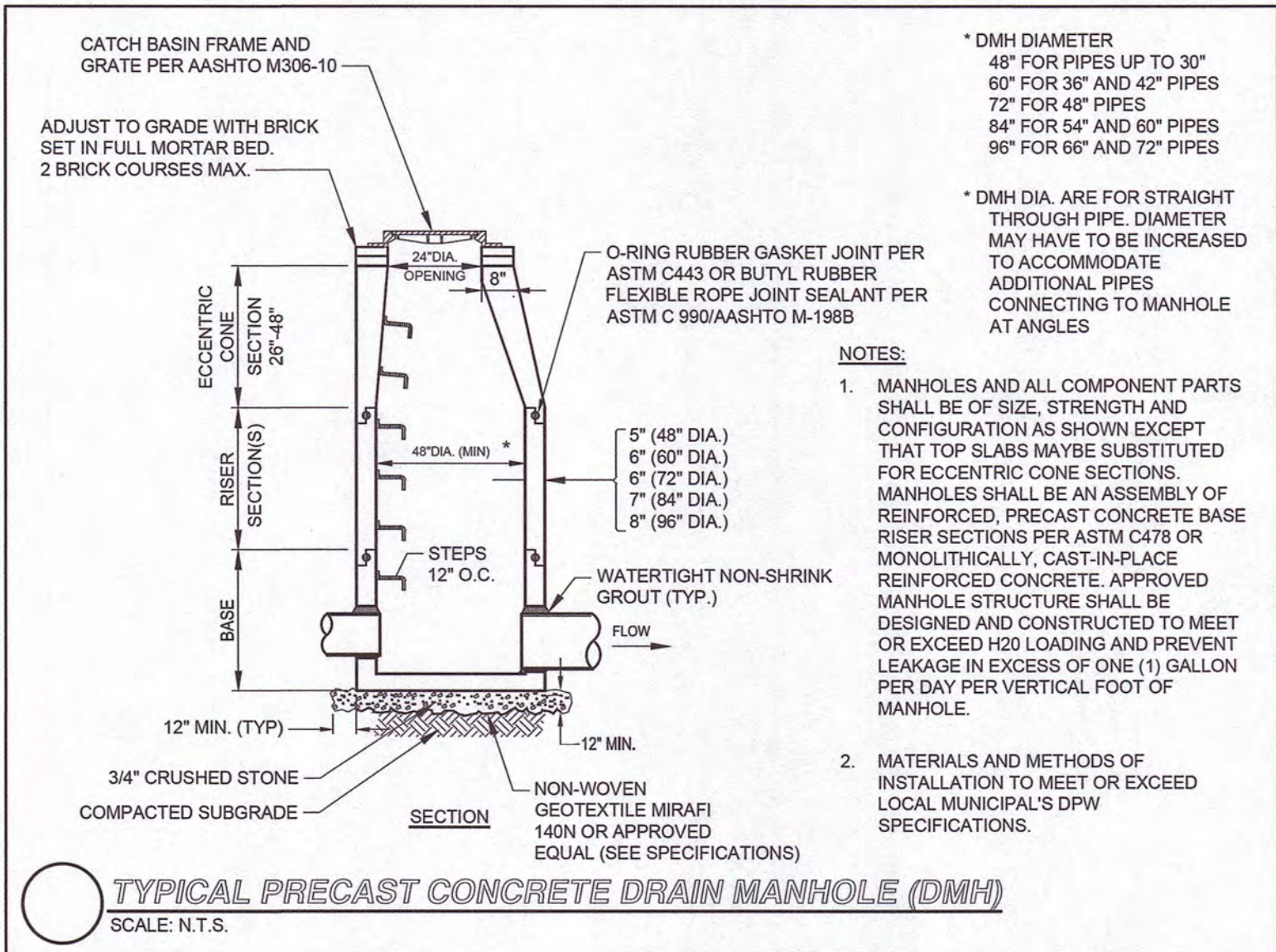
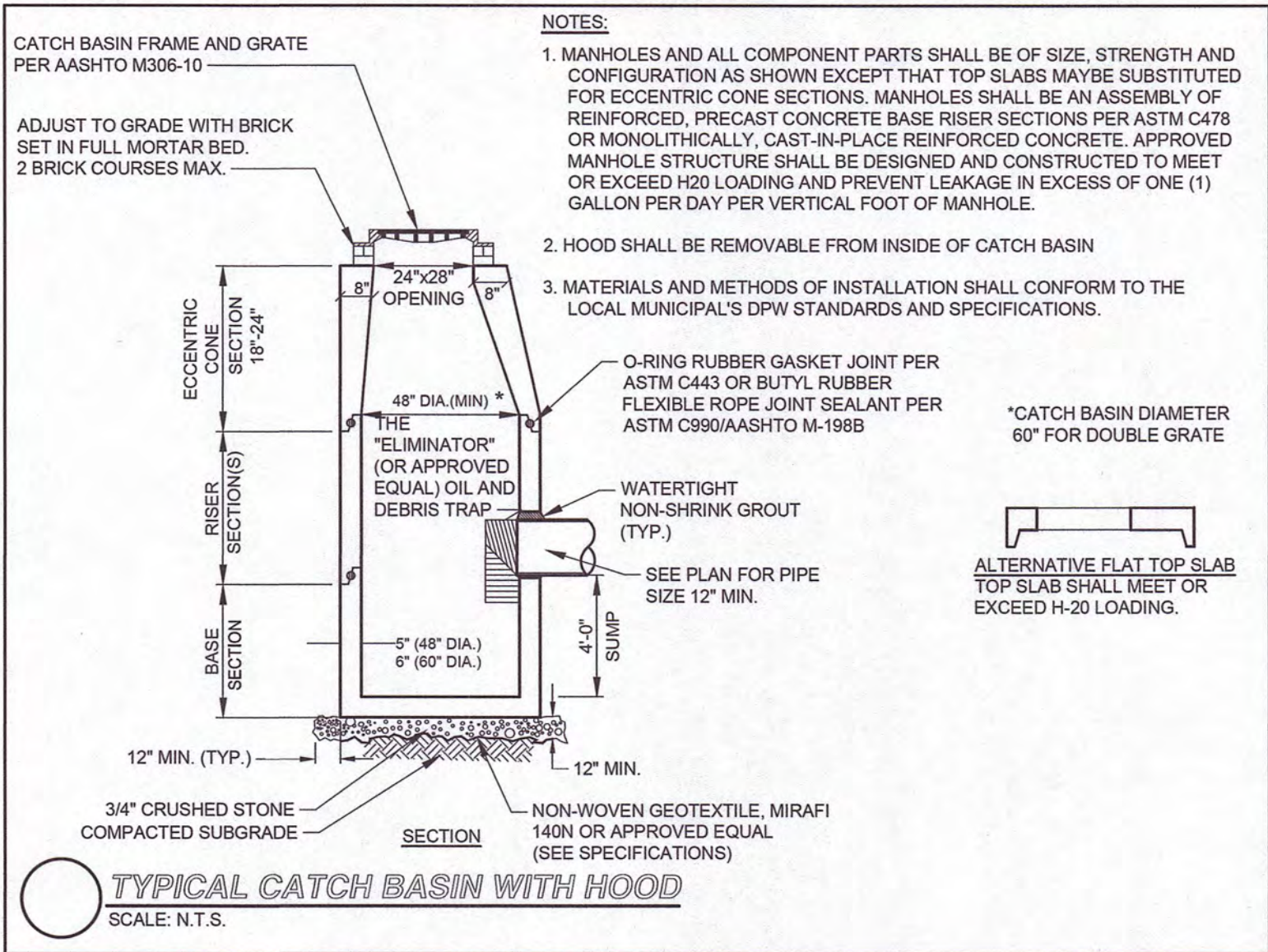
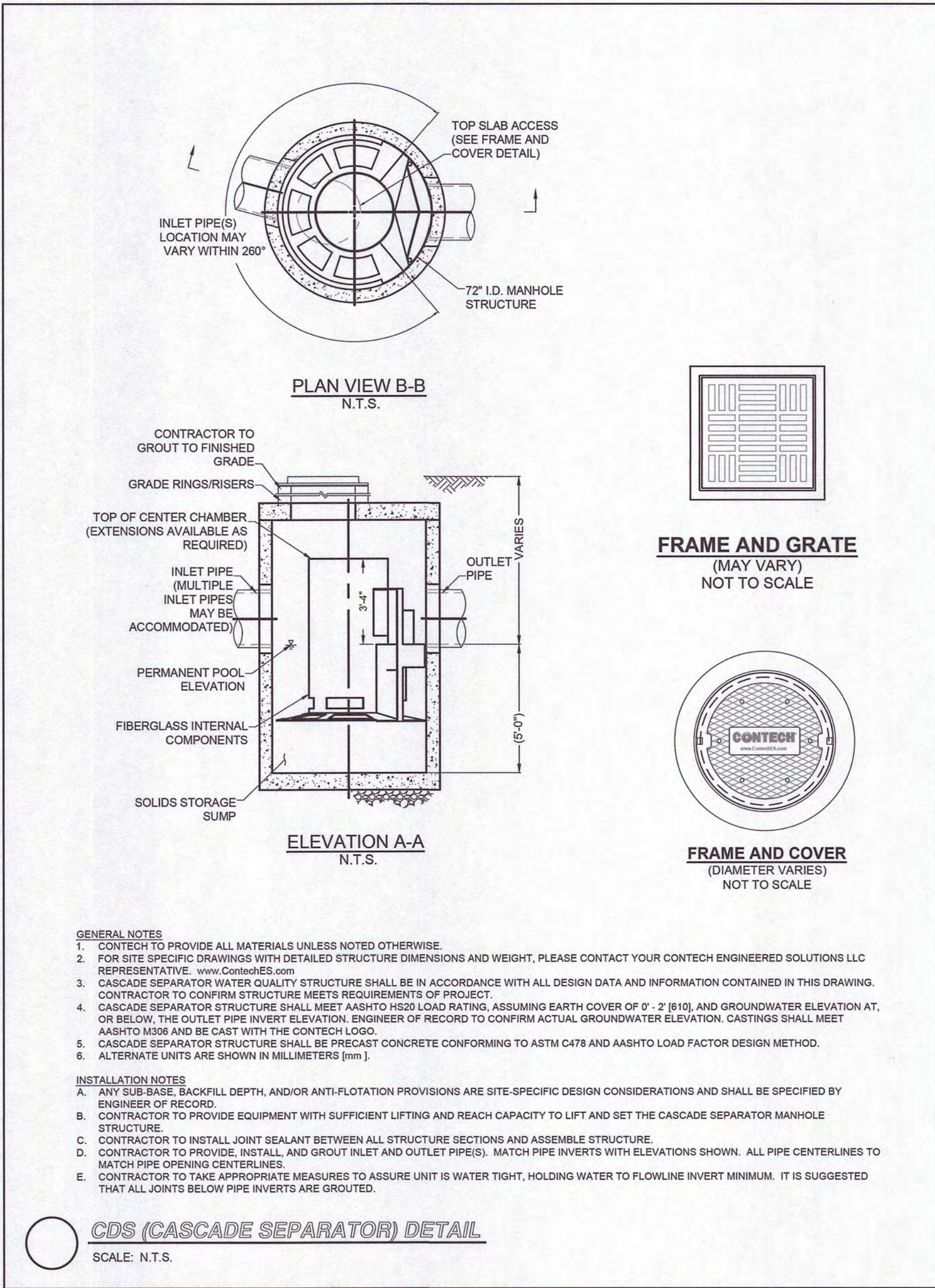
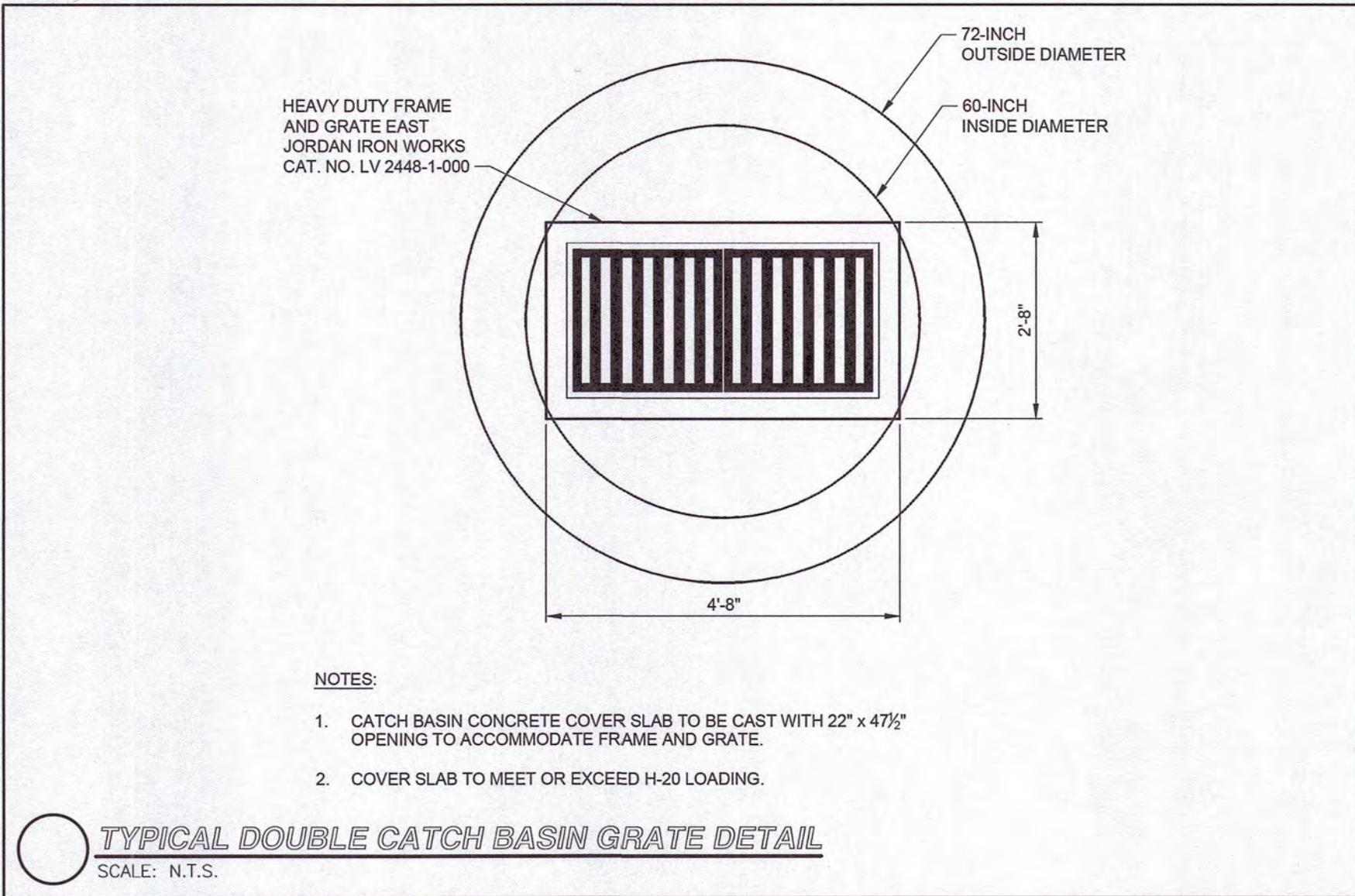
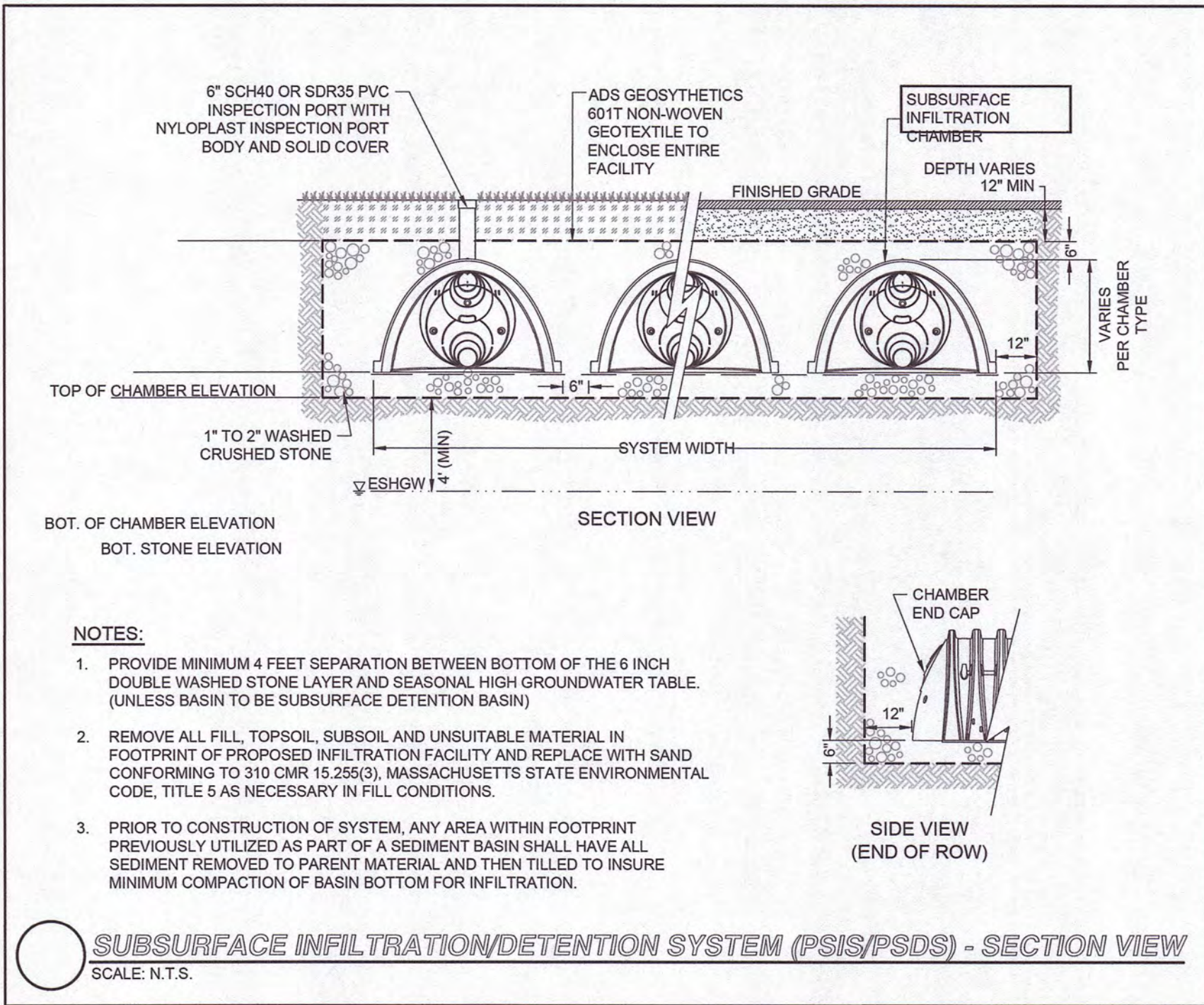
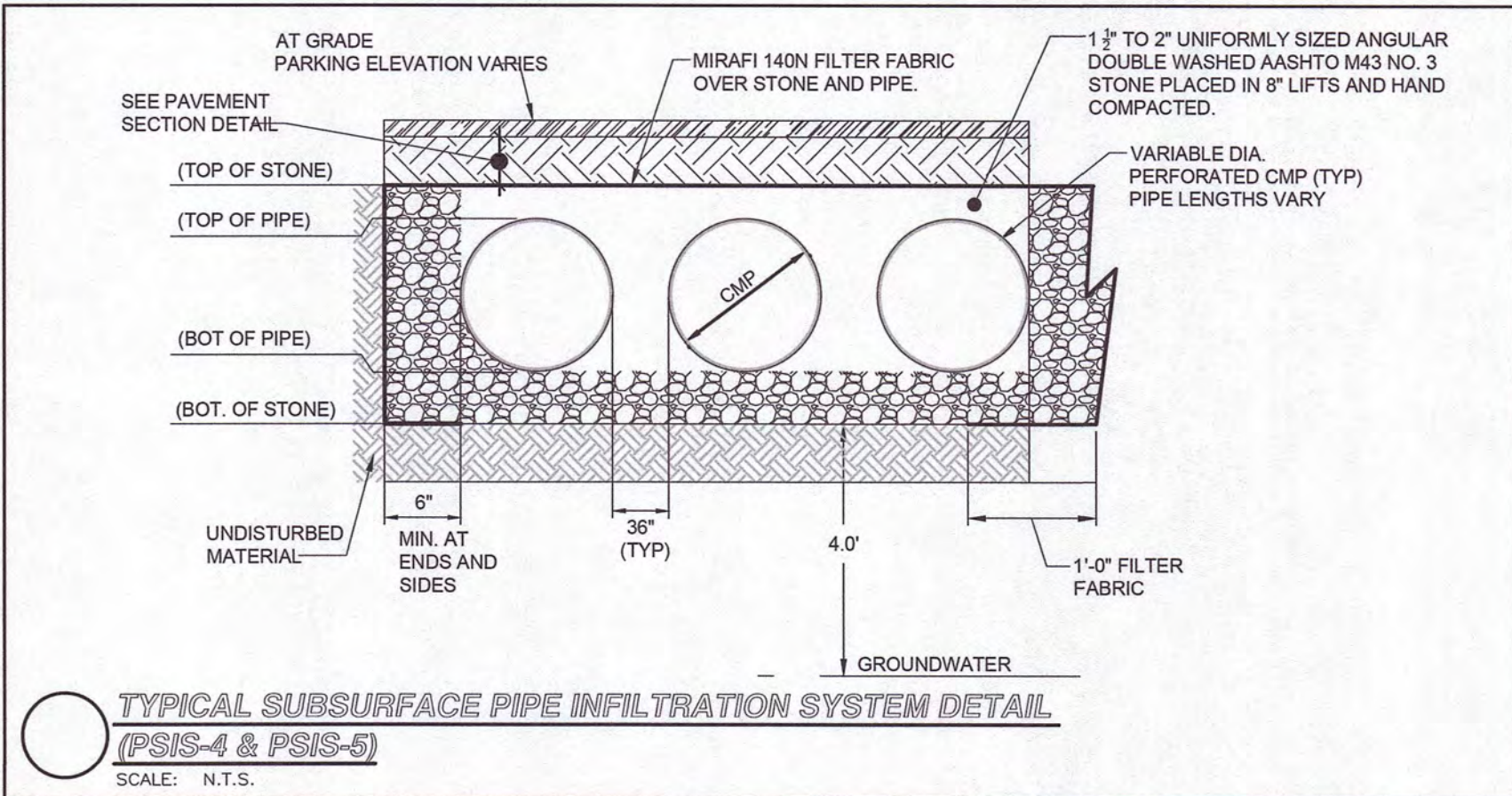
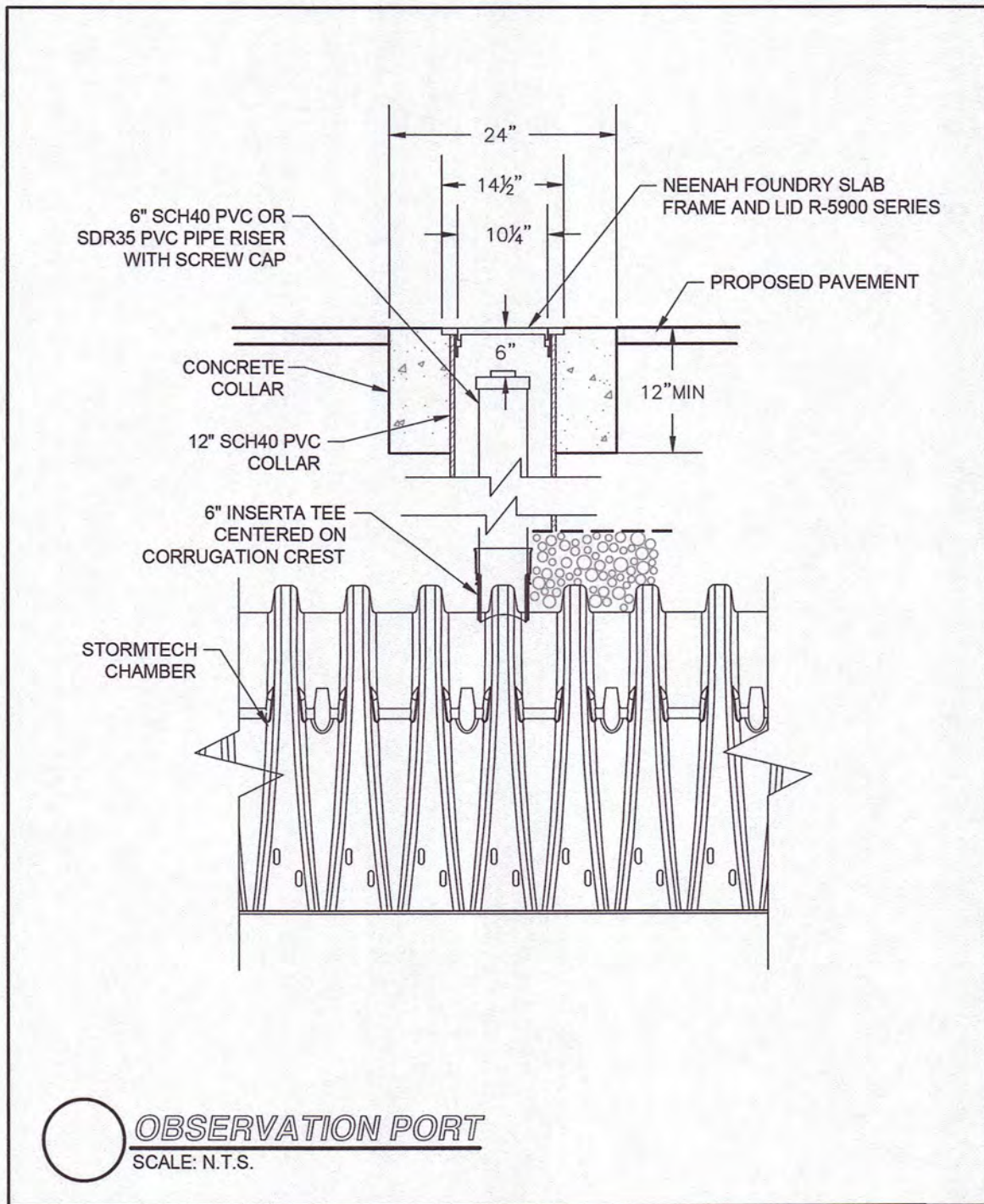
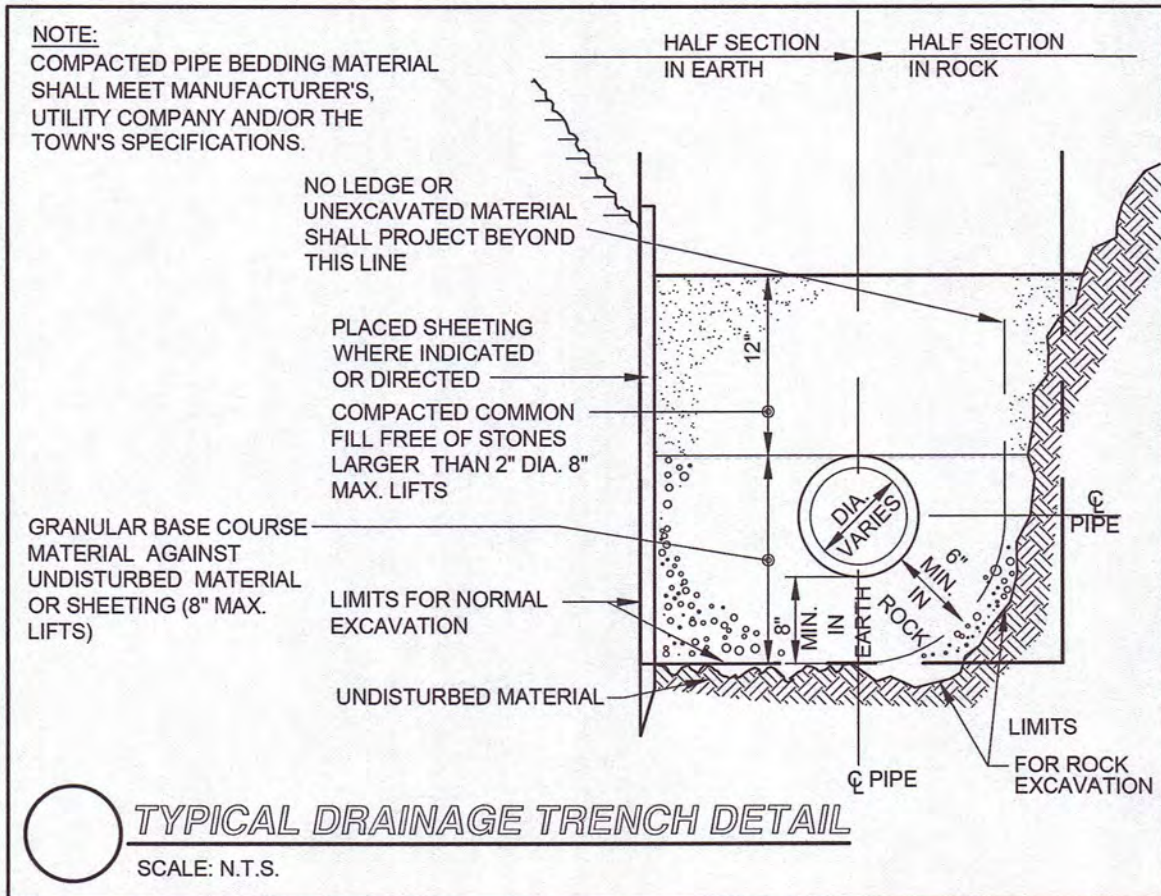
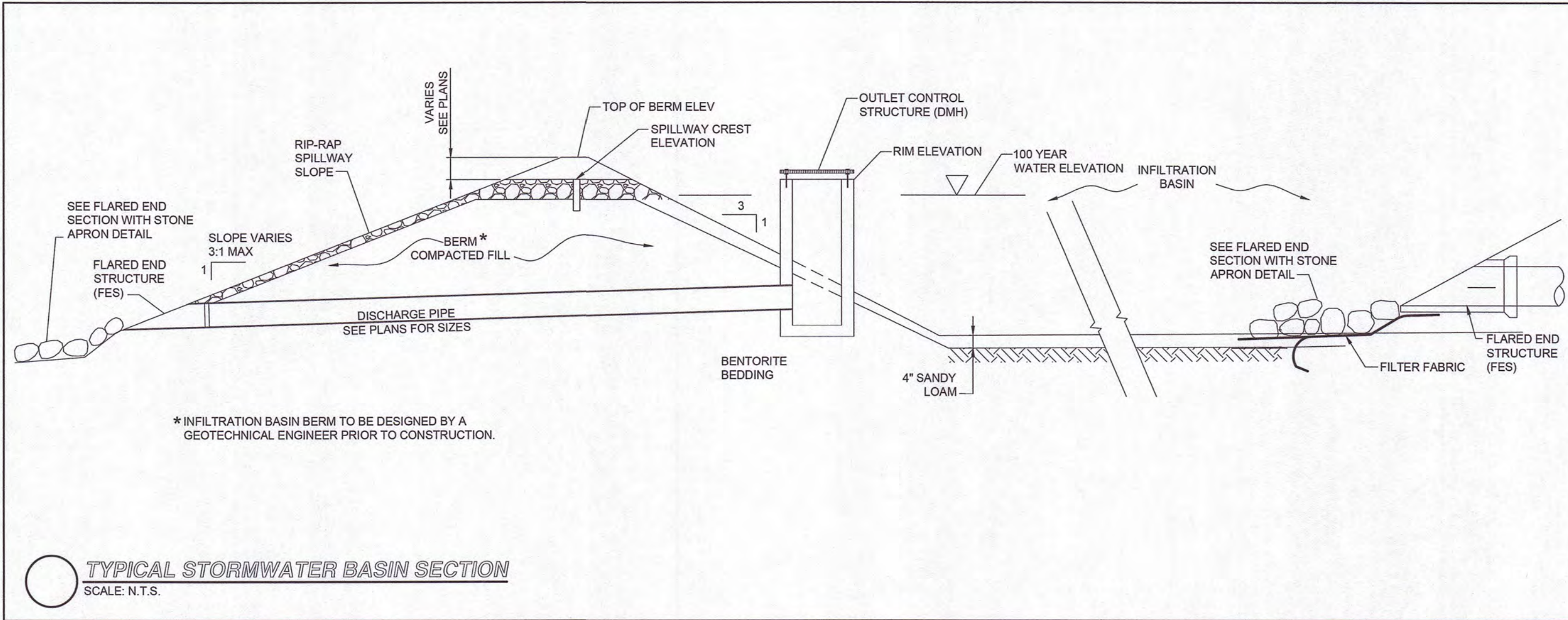
DRAWING NUMBER:

C-6

DATE: 10/30/2023 PROJECT NO.: 22016  
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Drawing name: G:\MA\Franklin\Fairfield Preliminary Site Plan\22016\_C-7 Site Details - III.dwg  
Oct 30, 2023 - 14:15pm



NOT FOR CONSTRUCTION

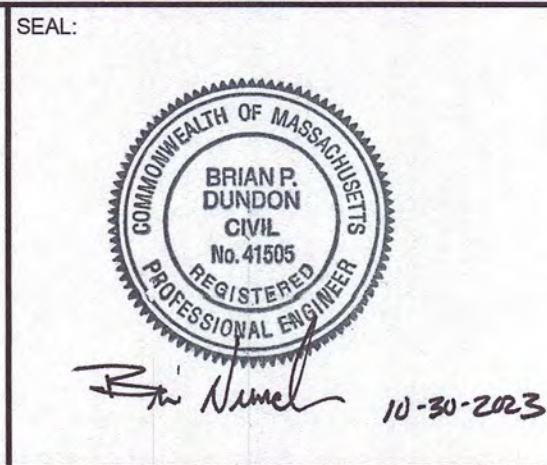


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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	N.T.S.

PREPARED FOR:  
**FAIRFIELD GROVE STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAINTREE, MA 02184



PREPARED BY:  
**RJO'CONNELL & ASSOCIATES, INC.**  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02186  
PHONE: 781.279.0180 RJOCONNELL.COM

PROJECT NAME:  
**GROVE STREET RESIDENCES**  
FRANKLIN, MA

DRAWING NAME:  
**SITE DETAILS - III**

DRAWING NUMBER:  
**C-7**

DATE: 10/30/2023 PROJECT NO.: 22016

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Drawing name: G:\MA\Franklin\Fairfield Residential\121 Grove Street\Main\Preliminary Site Plan\22016\_C-8 Site Details - IV.dwg  
Oct 30, 2023 - 14:14pm



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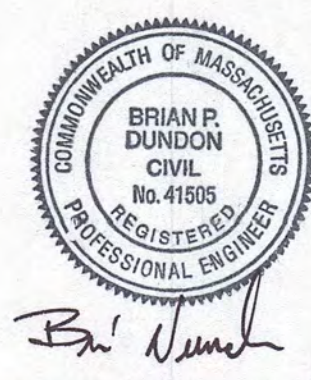
NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY: MAC  
DRAWN BY: MCR  
REVIEWED BY: BJM  
SCALE: N.T.S.

PREPARED FOR:

FAIRFIELD GROVE  
STREET LLC  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAintree, MA 02184

SEAL:



PREPARED BY:

RJO'CONNELL & ASSOCIATES, INC.  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.278.0160 - RJO'CONNELL.COM

PROJECT NAME:

GROVE STREET RESIDENCES  
FRANKLIN, MA

DRAWING NAME:

SITE  
DETAILS - IV

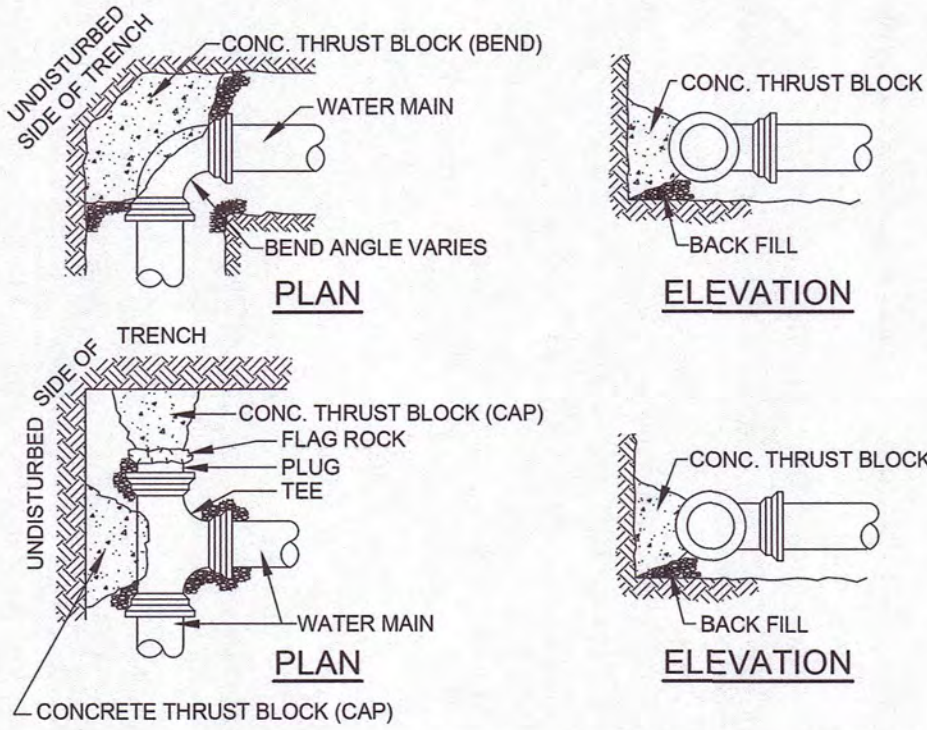
DRAWING NUMBER:

C-8

DATE: 10/30/2023

PROJECT NO.: 22016

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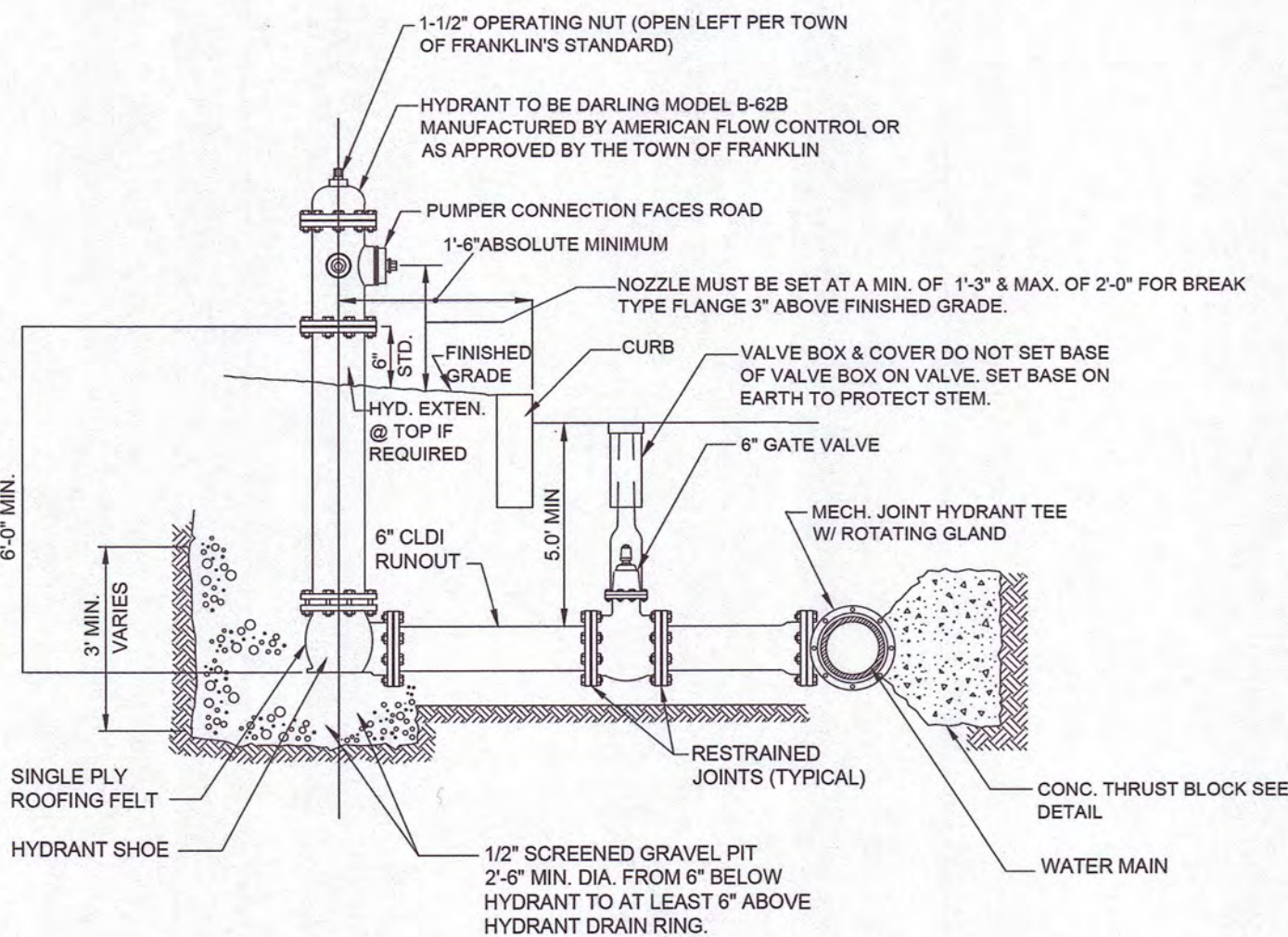


PIPE DIA.	TEES/CAP/HYD	90° BEND	45° BEND	22.5° BEND	11.25° BEND
4"	2	2	2	2	1
6"	4	5	3	2	1
8"	6	8	5	2	1
10"	9	13	7	3	2
12"	13	18	10	4	3
14"	18	25	14	6	4
16"	23	32	18	8	6

NOTES:

- ALL WATER MAIN FITTINGS, BENDS, TEES, PLUGS ETC. SHALL BE RESTRAINED W/ THRUST BLOCKS EXCEPT WHERE NOTED.
- ALL THRUST BLOCKS & COLLARS SHALL BE INSTALLED SO THAT THEY BEAR AGAINST UNDISTURBED EARTH.
- SIZE OF CONCRETE THRUST BLOCKS AS NOTED BELOW.
- MINIMUM COMPRESSIVE STRENGTH OF THRUST BLOCK CONCRETE SHALL BE 4,000 P.S.I.
- MINIMUM BEARING AREA BASED ON 2000 LB/SF ALLOWABLE SOIL BEARING PRESSURE WITH A 1.5 SAFETY FACTOR.
- A MINIMUM OF 1/3 CUBIC YARD OF CONCRETE MUST BE USED FOR THRUST BLOCKS
- MATERIALS, METHOD INSTALLATION SHALL CONFORM TO THE TOWN OF FRANKLIN'S WATER/SEWER DEPARTMENT'S SPECIFICATIONS.

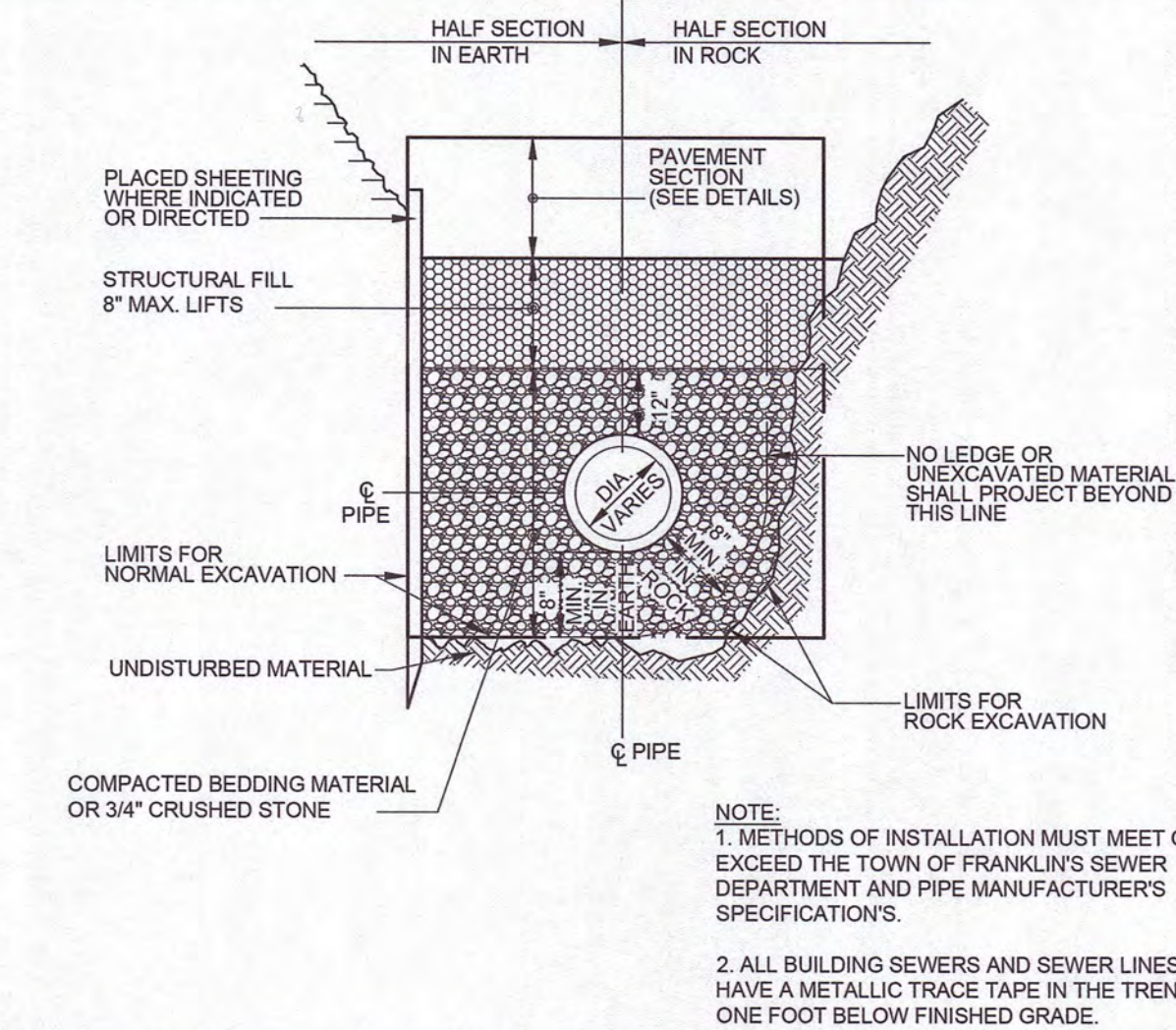
TYPICAL THRUST BLOCK DETAIL  
SCALE: N.T.S.



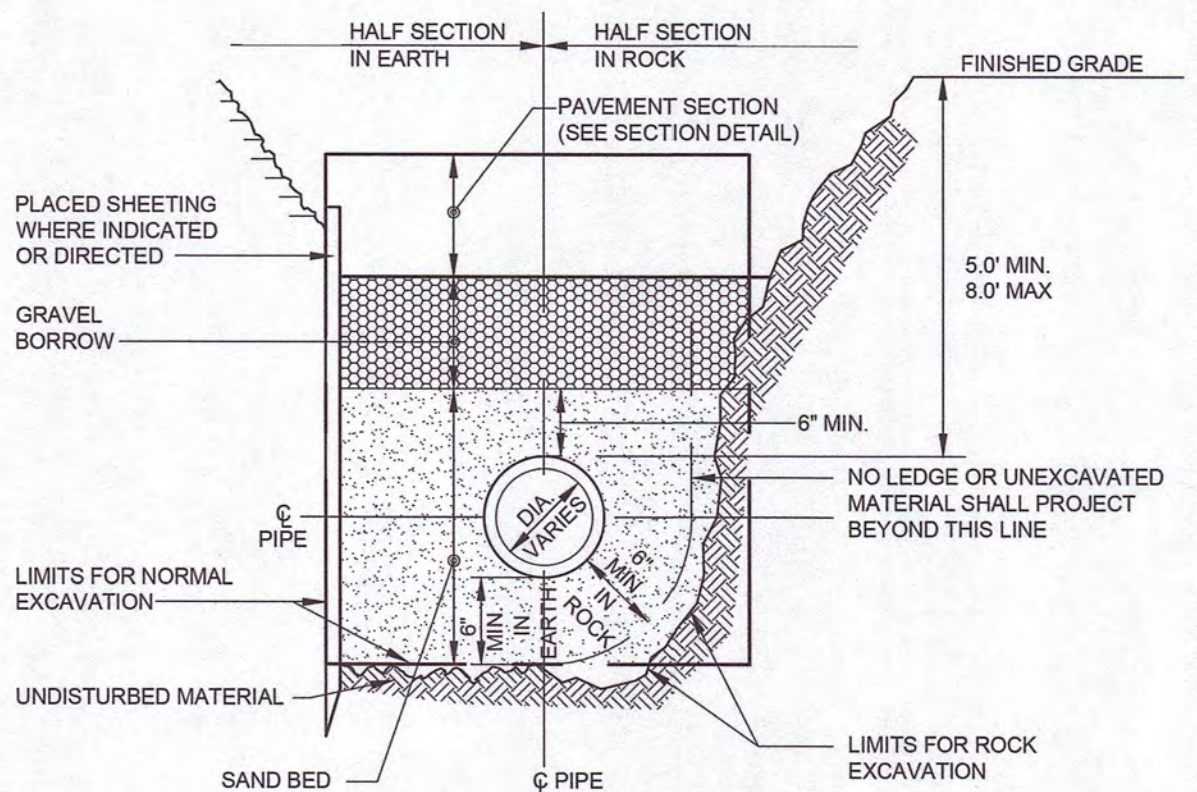
NOTE:

- HYDRANT MATERIALS AND INSTALLATION SHALL MEET OR EXCEED THE TOWN OF FRANKLIN'S WATER AND/OR FRANKLIN FIRE DEPARTMENT'S SPECIFICATIONS.
- HYDRANT TO BE FACTORY PAINTED PER THE TOWN OF FRANKLIN'S REQUIREMENTS.
- HYDRANTS SHALL BE INSTALLED NOT LESS THAN 34 INCHES FROM GROUND AND NOT MORE THAN 40 INCHES HIGH.

TYPICAL FIRE HYDRANT CONNECTION DETAIL  
SCALE: N.T.S.

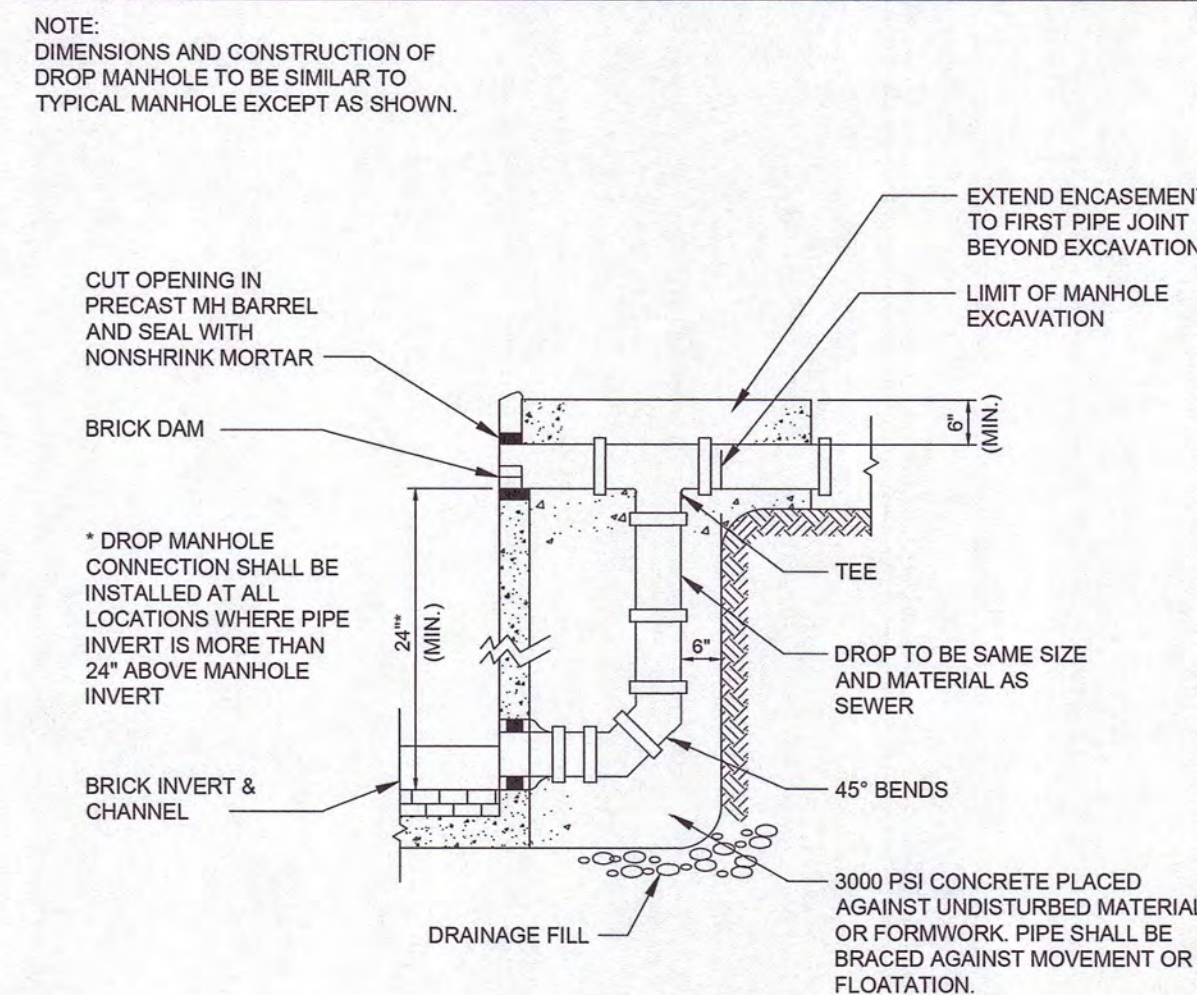


TYPICAL SEWER TRENCH DETAIL  
SCALE: N.T.S.

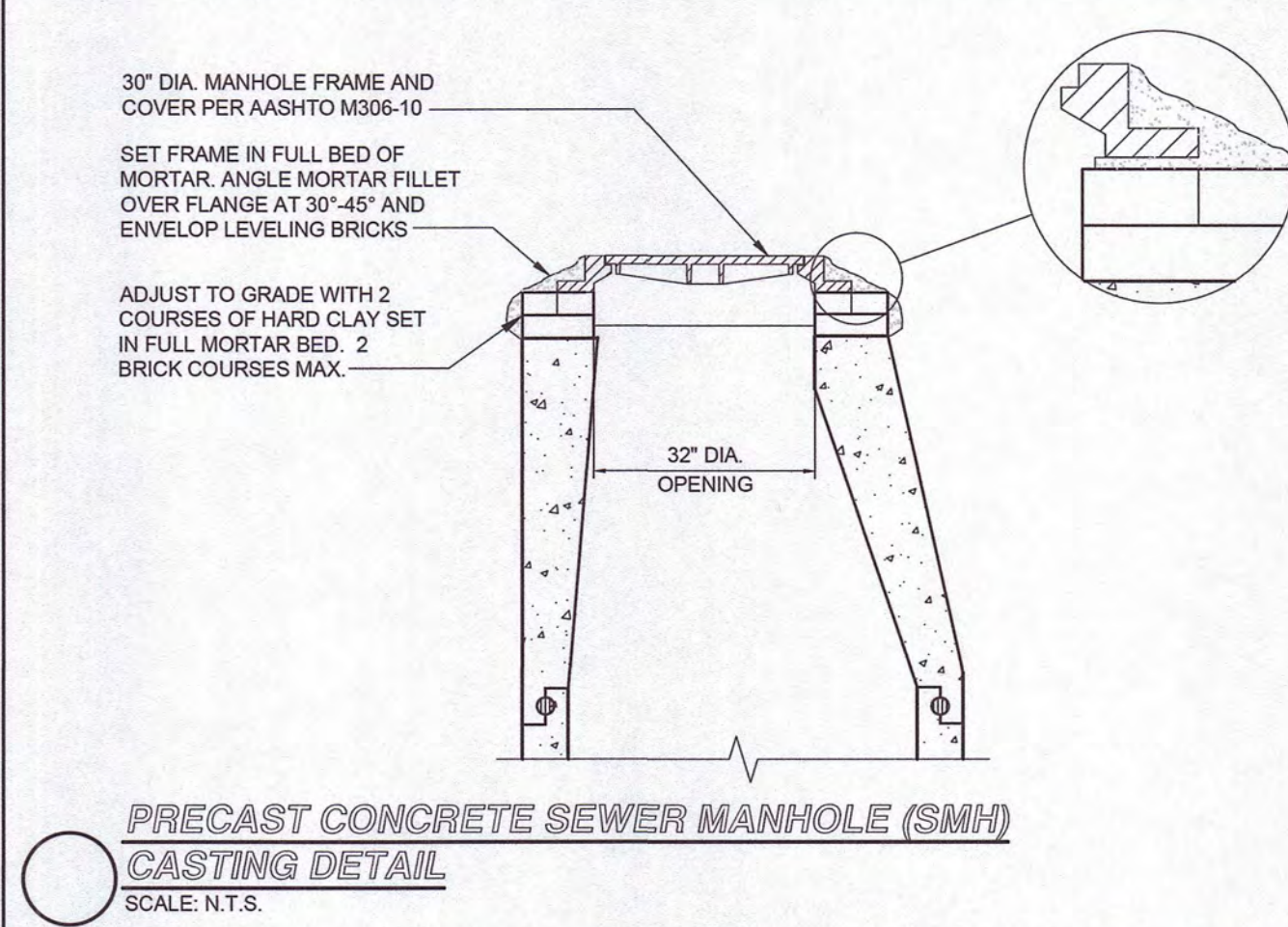


NOTE:  
WHERE MORE STRINGENT, CONTRACTOR SHALL COMPLY WITH LOCAL REQUIREMENTS.

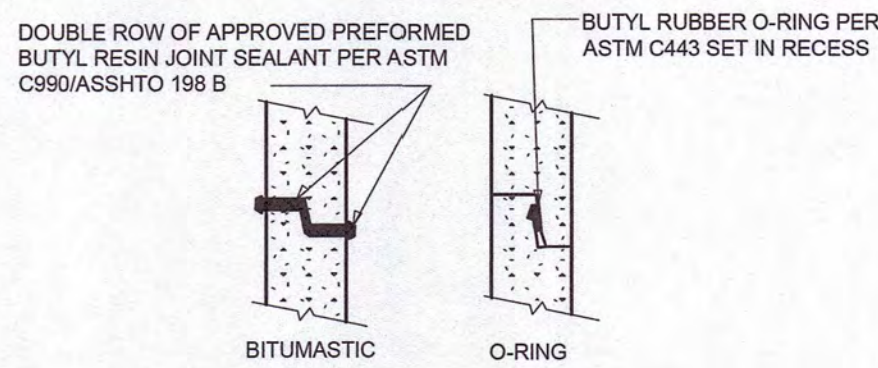
TYPICAL WATER TRENCH DETAIL  
SCALE: N.T.S.



TYPICAL EXTERIOR DROP SEWER MANHOLE CONNECTION DETAIL  
SCALE: N.T.S.



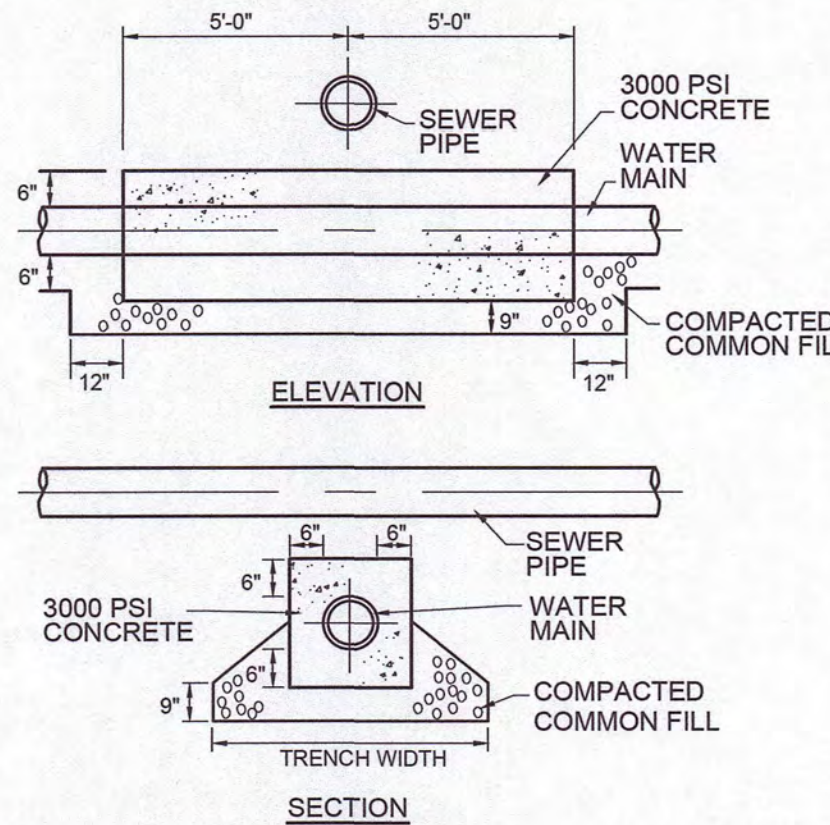
PRECAST CONCRETE SEWER MANHOLE (SMH)  
CASTING DETAIL  
SCALE: N.T.S.



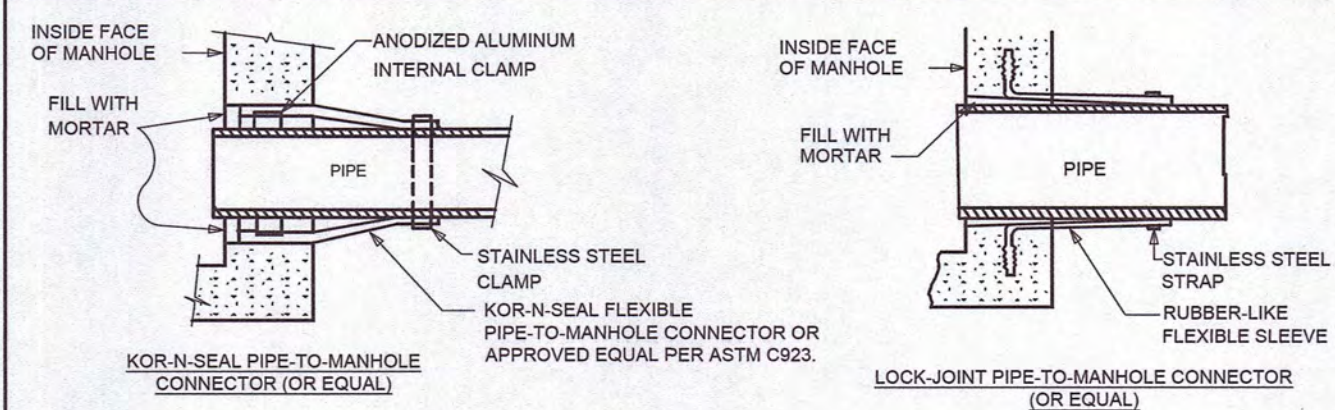
NOTES:

- HORIZONTAL JOINTS BETWEEN PRECAST CONCRETE MANHOLE SECTIONS SHALL BE OF A TYPE APPROVED BY THE ENGINEER. JOINTS SHALL BE MADE WATERTIGHT WITH A BUTYL RUBBER O-RING PER ASTM C443 OR A DOUBLE ROW OF BUTYL RESIN JOINT SEALANT IN ROPE FORM CONFORMING TO AASHTO 198 B/ASTM C990.
- ALL GASKETS AND SEALANTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS
- FOR BITUMASTIC TYPE JOINTS THE AMOUNT OF SEALANT SHALL BE SUFFICIENT TO FILL AT LEAST 75% OF THE JOINT CAVITY.
- MATERIALS AND METHOD OF INSTALLATION SHALL CONFORM TO THE TOWN OF FRANKLIN'S SPECIFICATIONS.

DETAIL 'A' SEWER MANHOLE JOINTING METHODS  
SCALE: N.T.S.



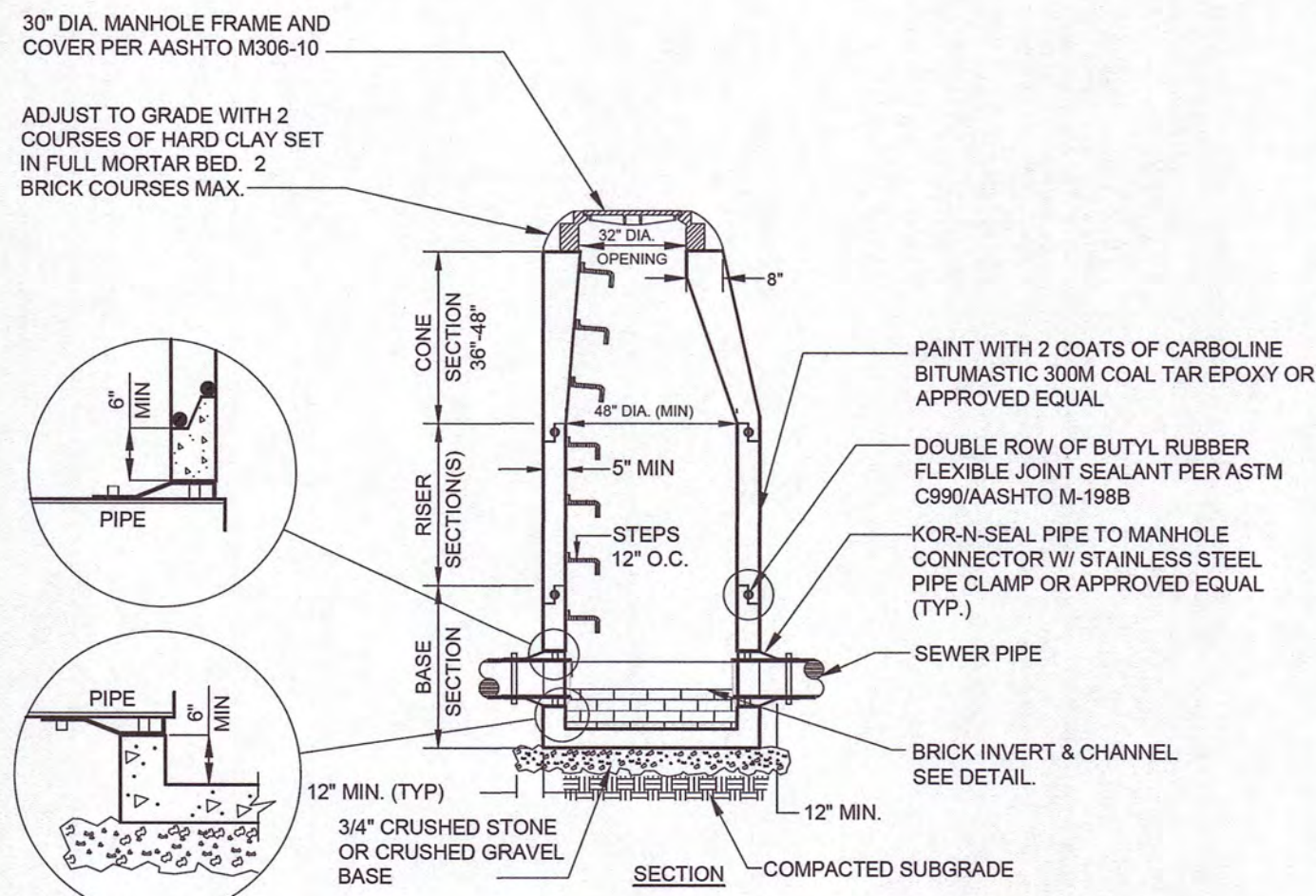
CONCRETE ENCASEMENT DETAIL  
SCALE: N.T.S.



NOTES:

- PIPE TO MANHOLE CONNECTIONS SHALL BE ONLY AS APPROVED BY THE ENGINEER AND SHALL BE WATERTIGHT.
- MATERIALS, METHOD OF INSTALLATION SHALL CONFORM TO TOWN OF FRANKLIN'S SPECIFICATIONS.

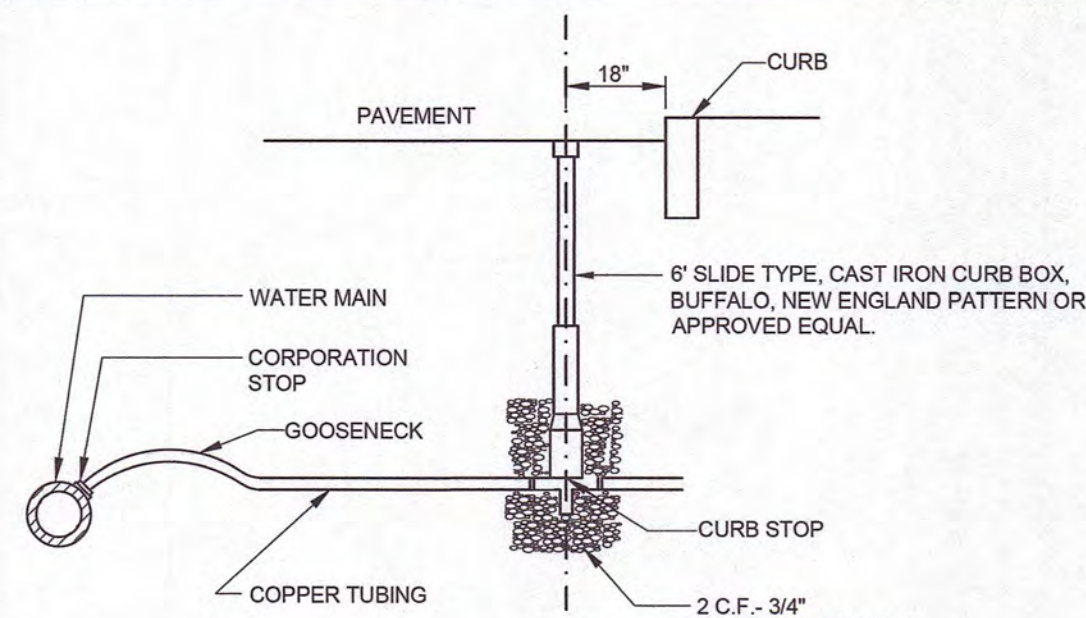
PIPE CONNECTIONS TO SEWER MANHOLE DETAIL  
SCALE: N.T.S.



NOTES:

- MANHOLES AND ALL COMPONENT PARTS SHALL BE OF SIZE, STRENGTH AND CONFIGURATION AS SHOWN EXCEPT THAT TOP SLABS MAYBE SUBSTITUTED FOR ECCENTRIC CONE SECTIONS. MANHOLES SHALL BE AN ASSEMBLY OF REINFORCED, PRECAST CONCRETE BASE RISER SECTIONS PER ASTM C478 OR MONOLITHICALLY CAST-IN-PLACE REINFORCED CONCRETE. APPROVED MANHOLE STRUCTURE SHALL BE DESIGNED AND CONSTRUCTED TO MEET OR EXCEED H-20 LOADING AND PREVENT LEAKAGE IN EXCESS OF ONE (1) GALLON PER DAY PER VERTICAL FOOT OF MANHOLE.
- MANHOLE STEPS TO BE STEEL REINFORCED, CO-POLYMER, POLY-PROPYLENE PLASTIC CONFORMING TO ASTM D4101. STEEL REINFORCING SHALL BE A DEFORMED 1/2" ROD, GRADE 60, ASTM A615. ALIGN STEPS WITH MANHOLE OPENING.

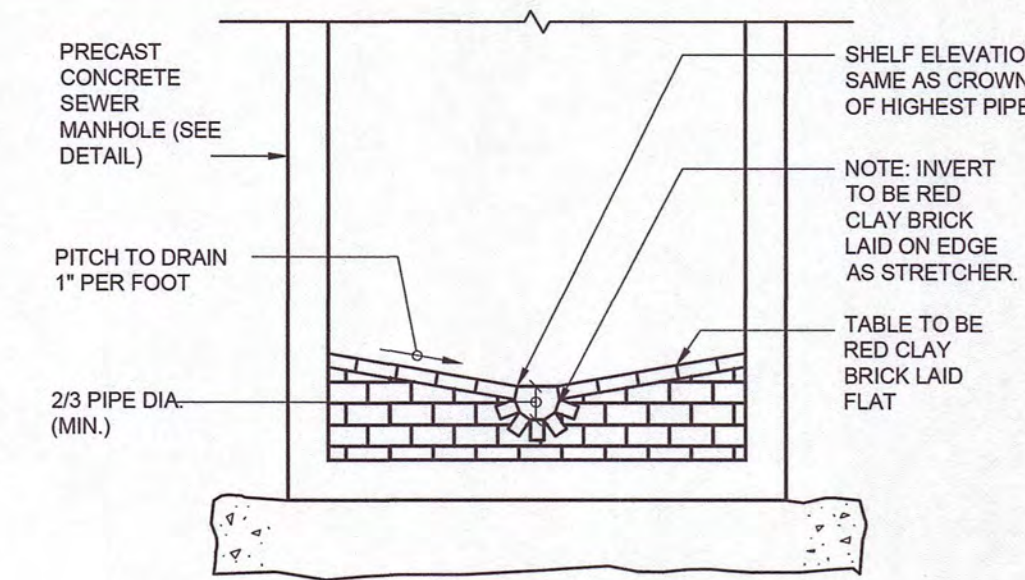
PRECAST CONC. SEWER MANHOLE (SMH) WITH BRICK INVERT  
SCALE: N.T.S.



NOTE:

- INSTALLATION AND MATERIALS TO BE IN ACCORDANCE WITH TOWN OF FRANKLIN'S SPECIFICATIONS.
- WATER SERVICES LARGER THAN 1" ARE TO BE RESTRAINED TO MAIN W/ APPROVED SADDLE.

TYPICAL WATER SERVICE CONNECTION DETAIL  
SCALE: N.T.S.



NOTES:

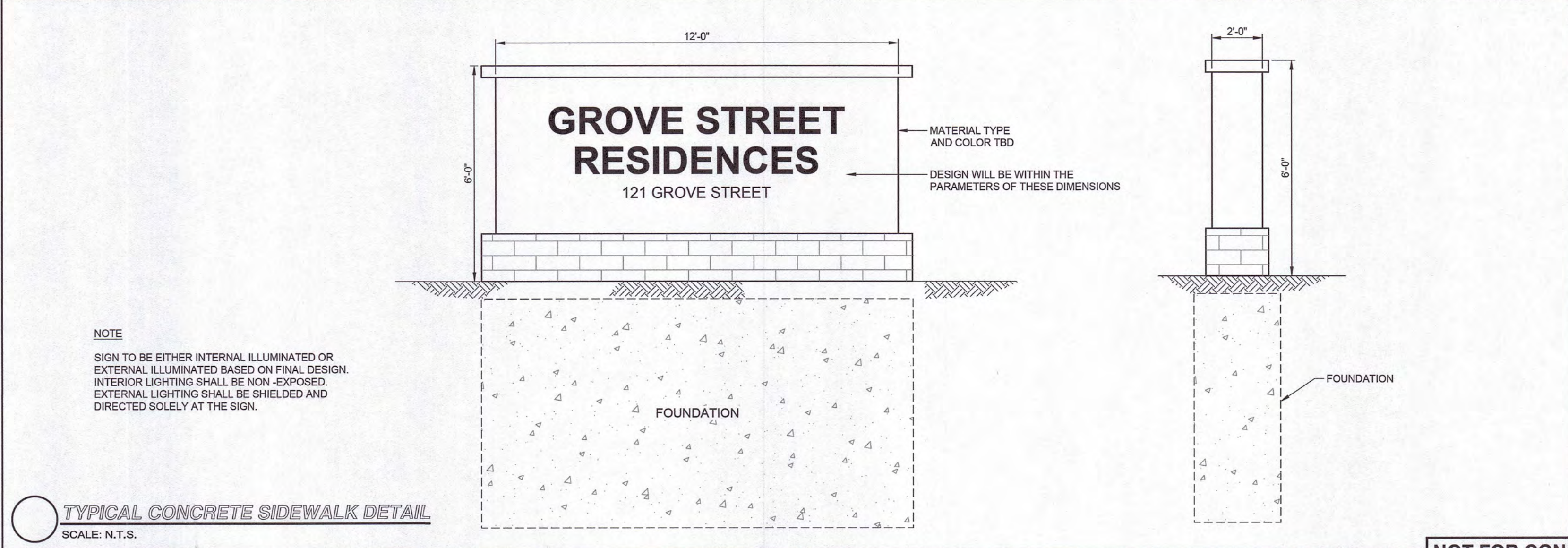
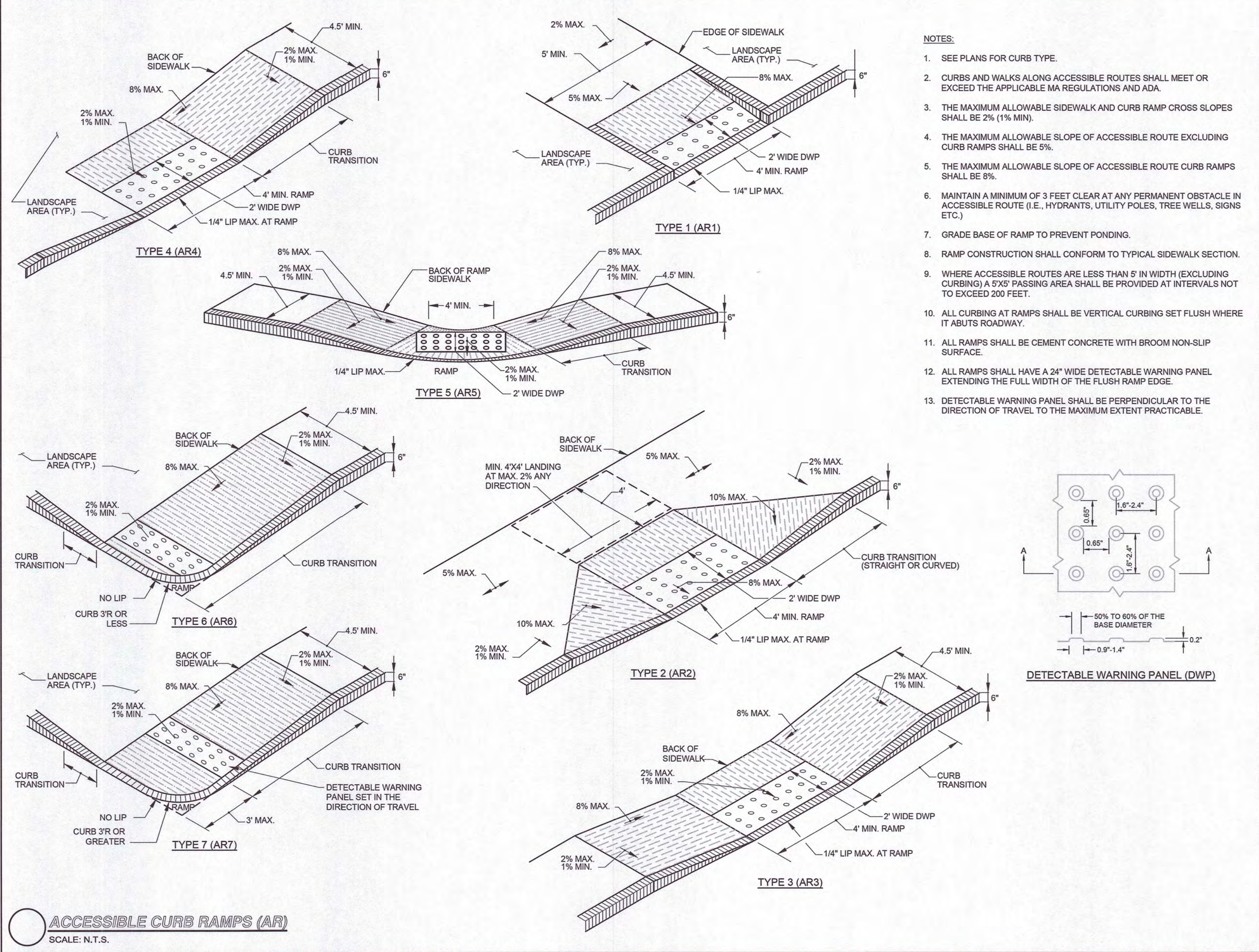
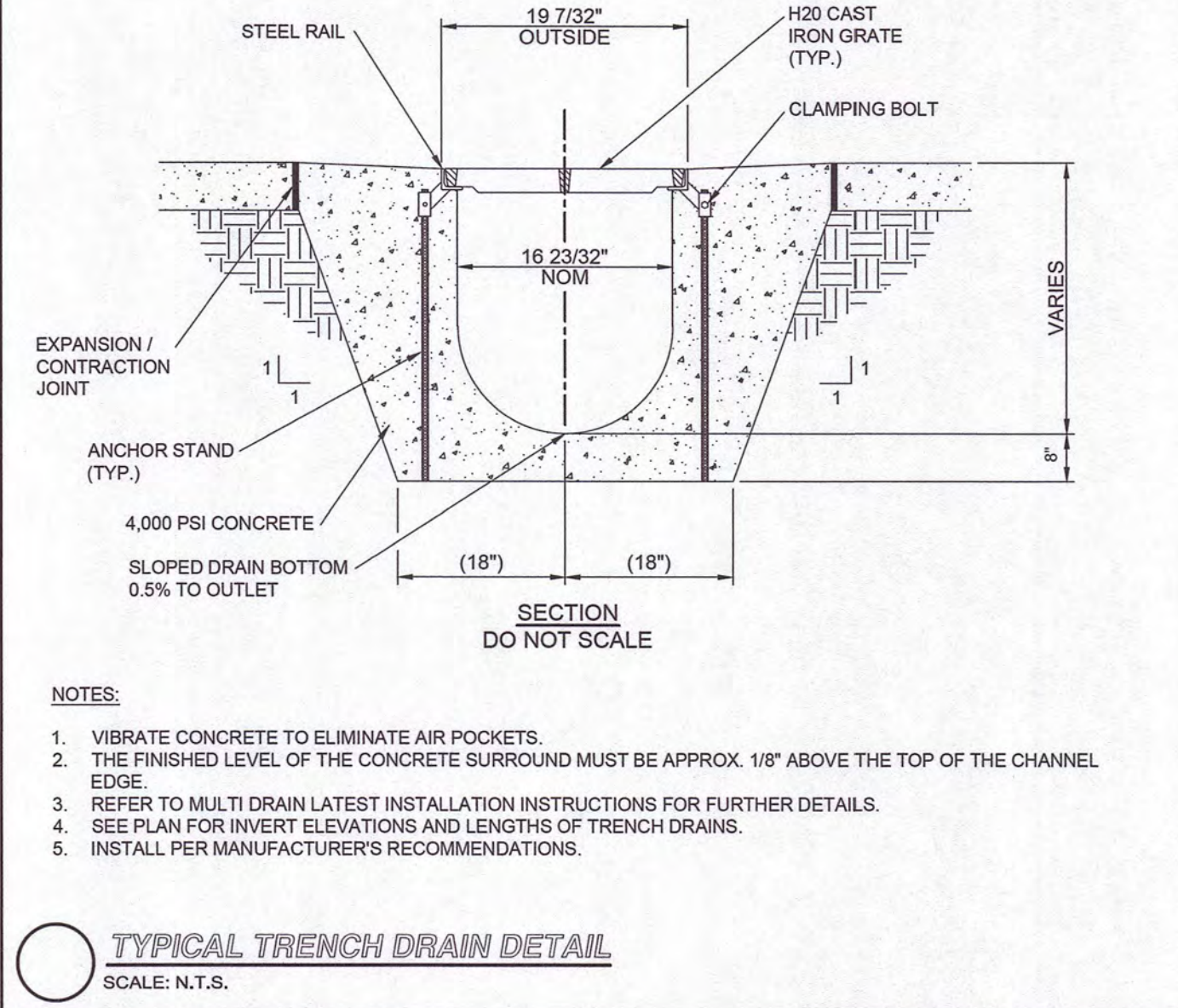
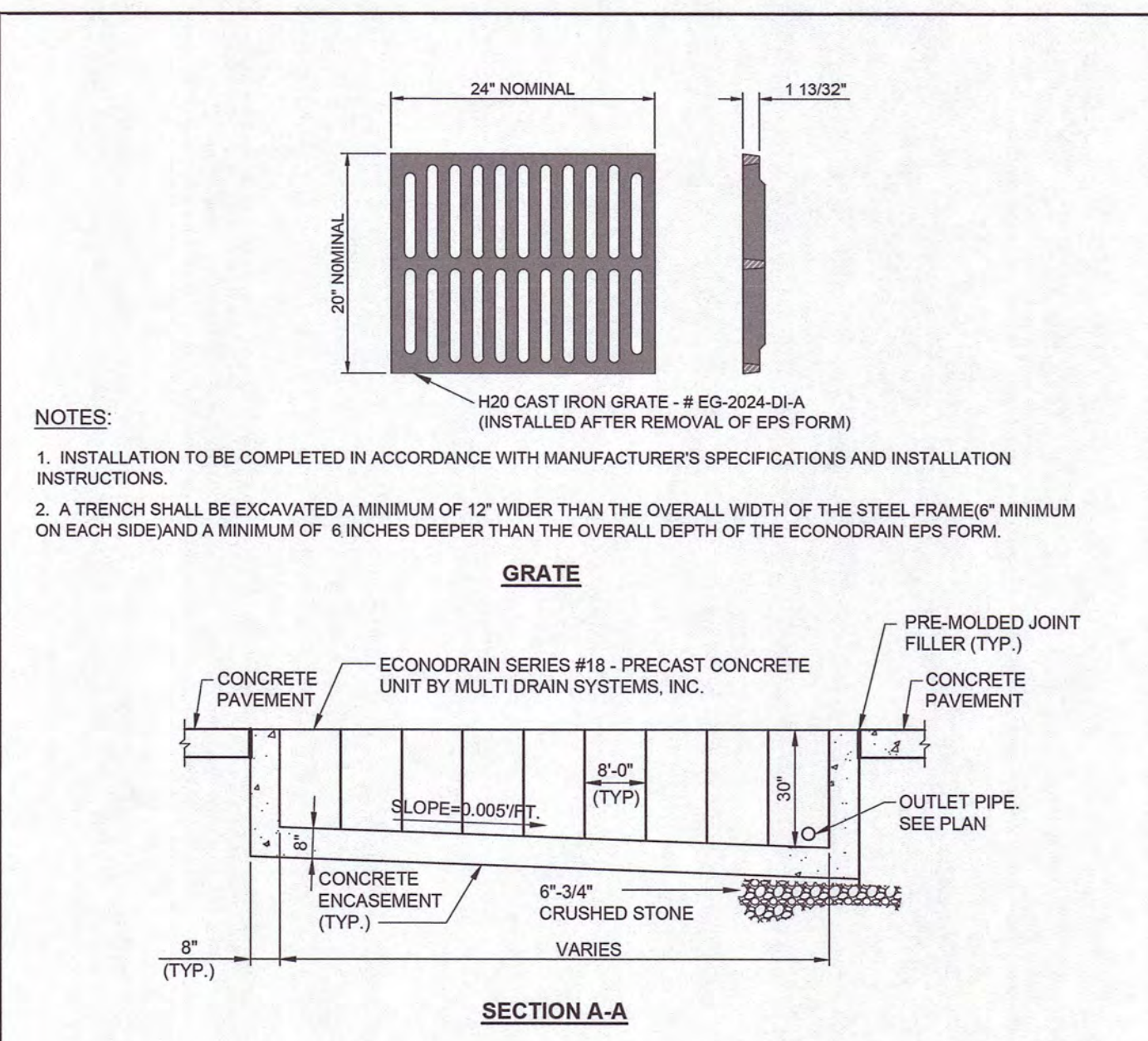
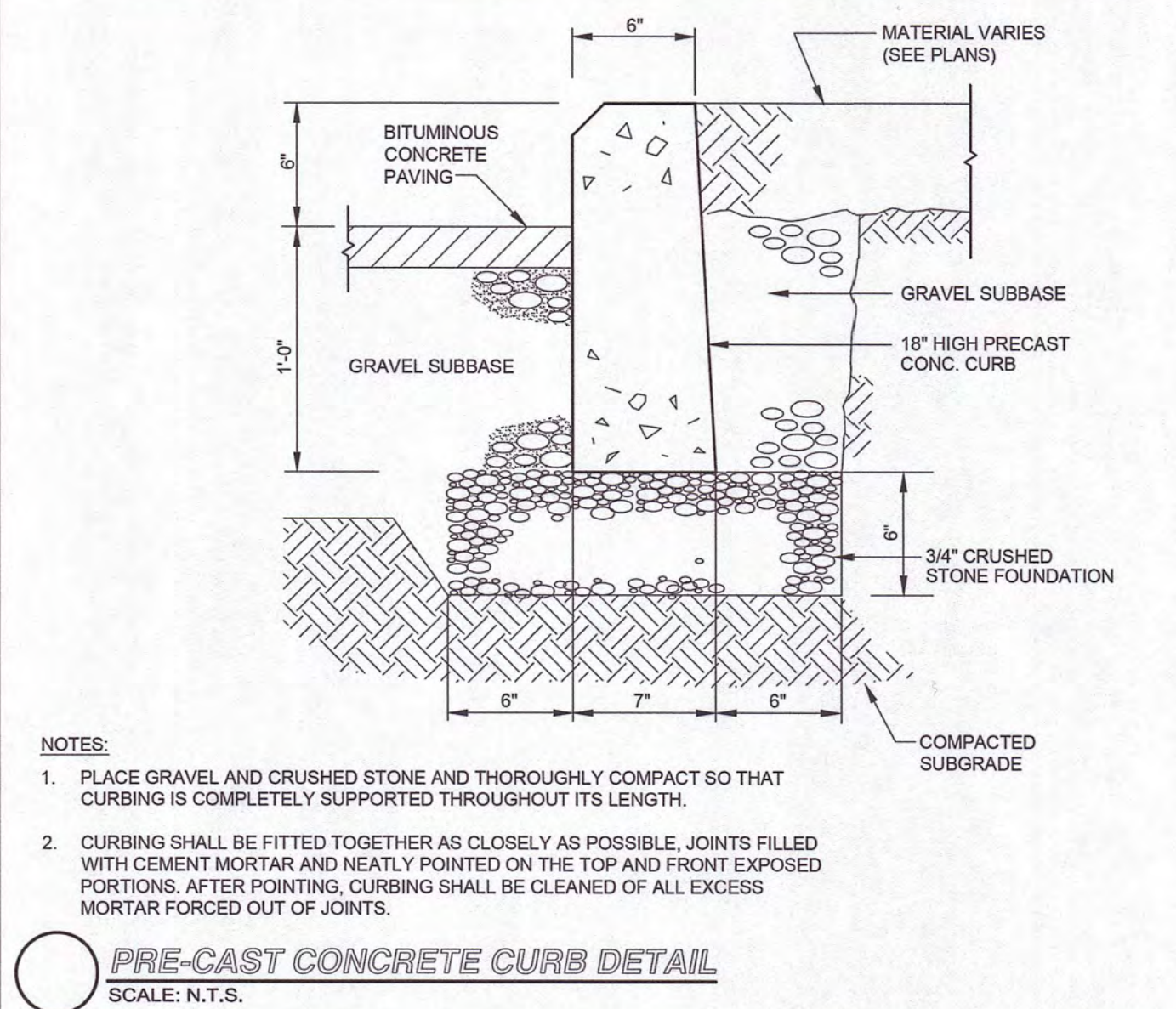
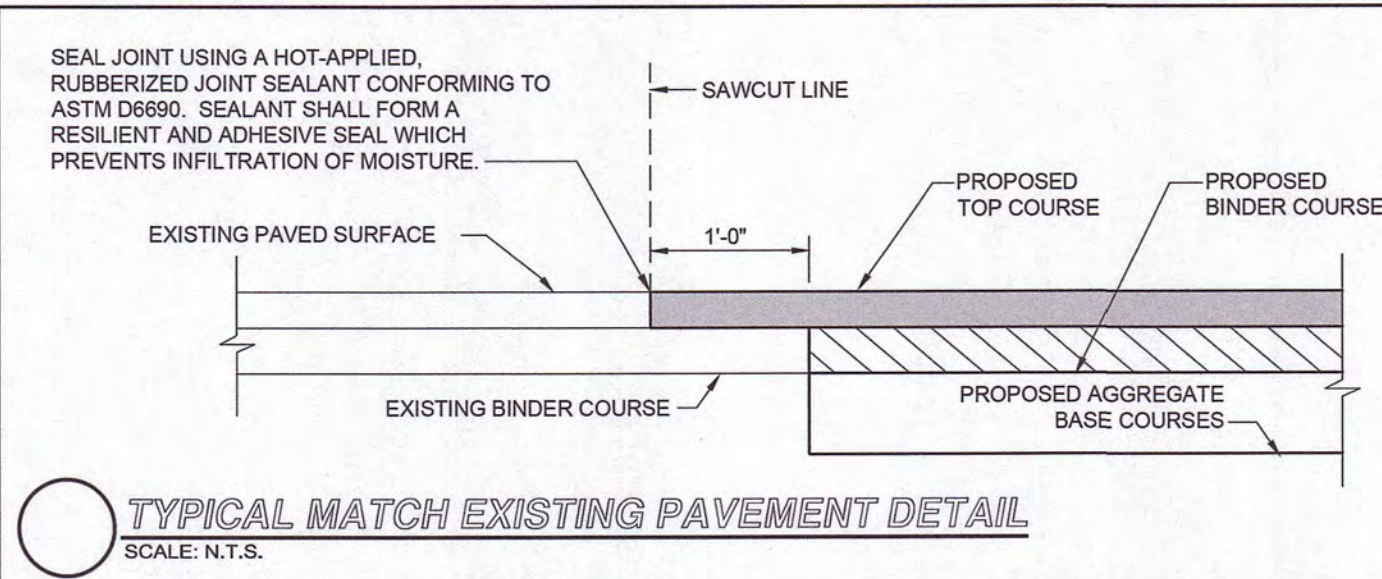
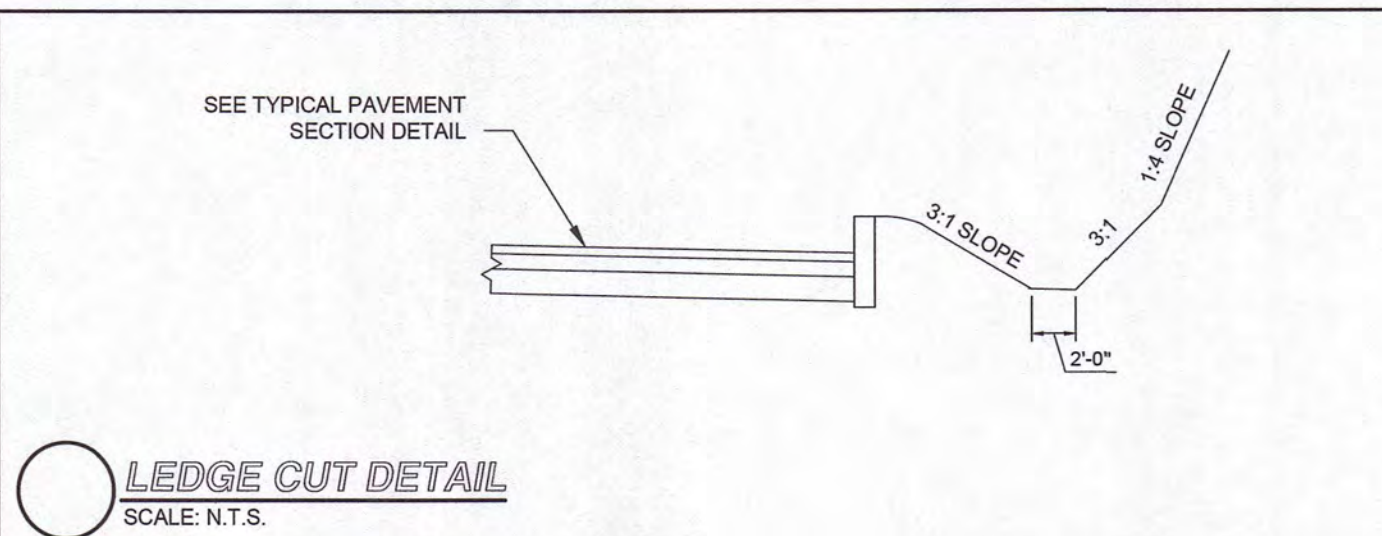
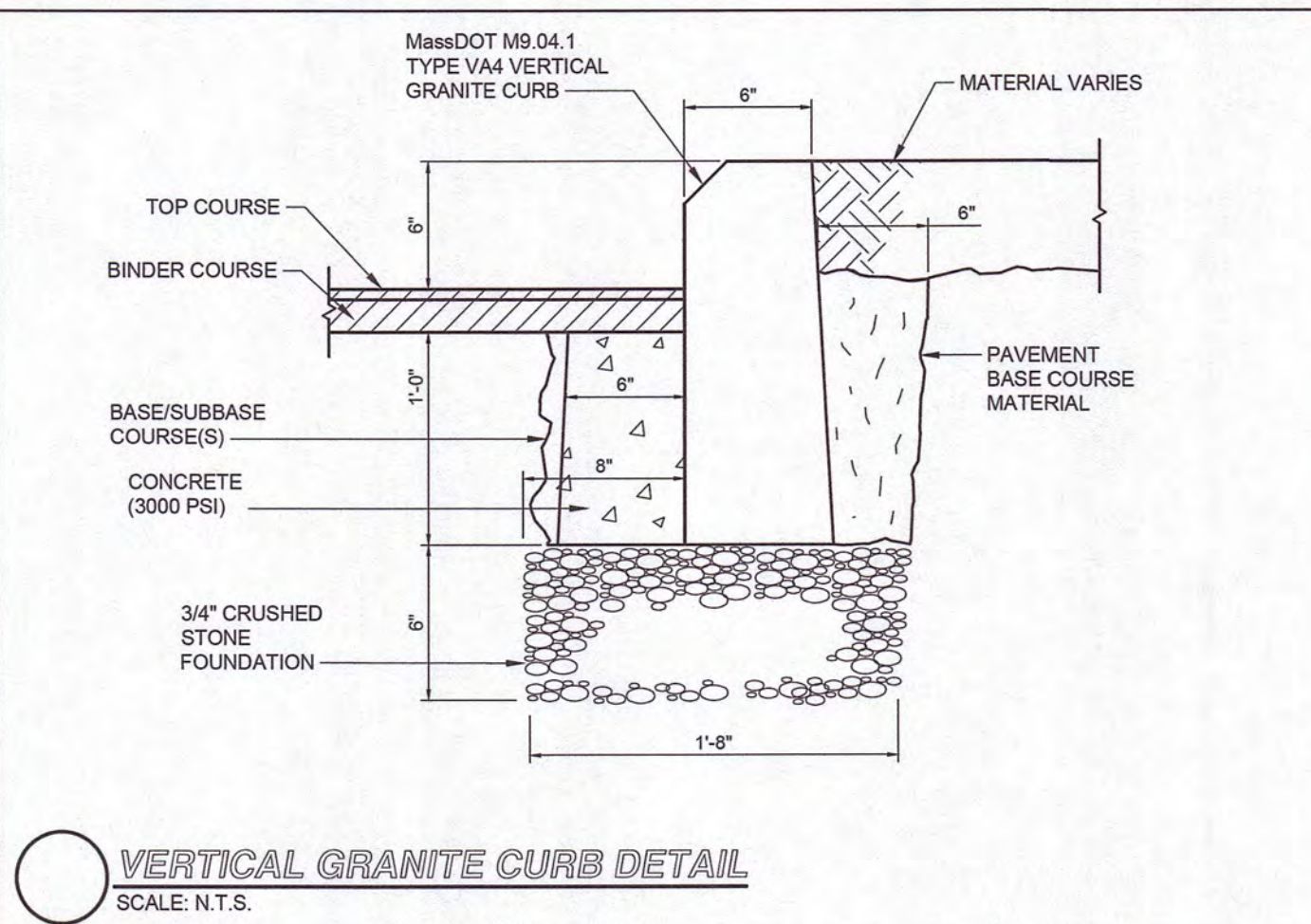
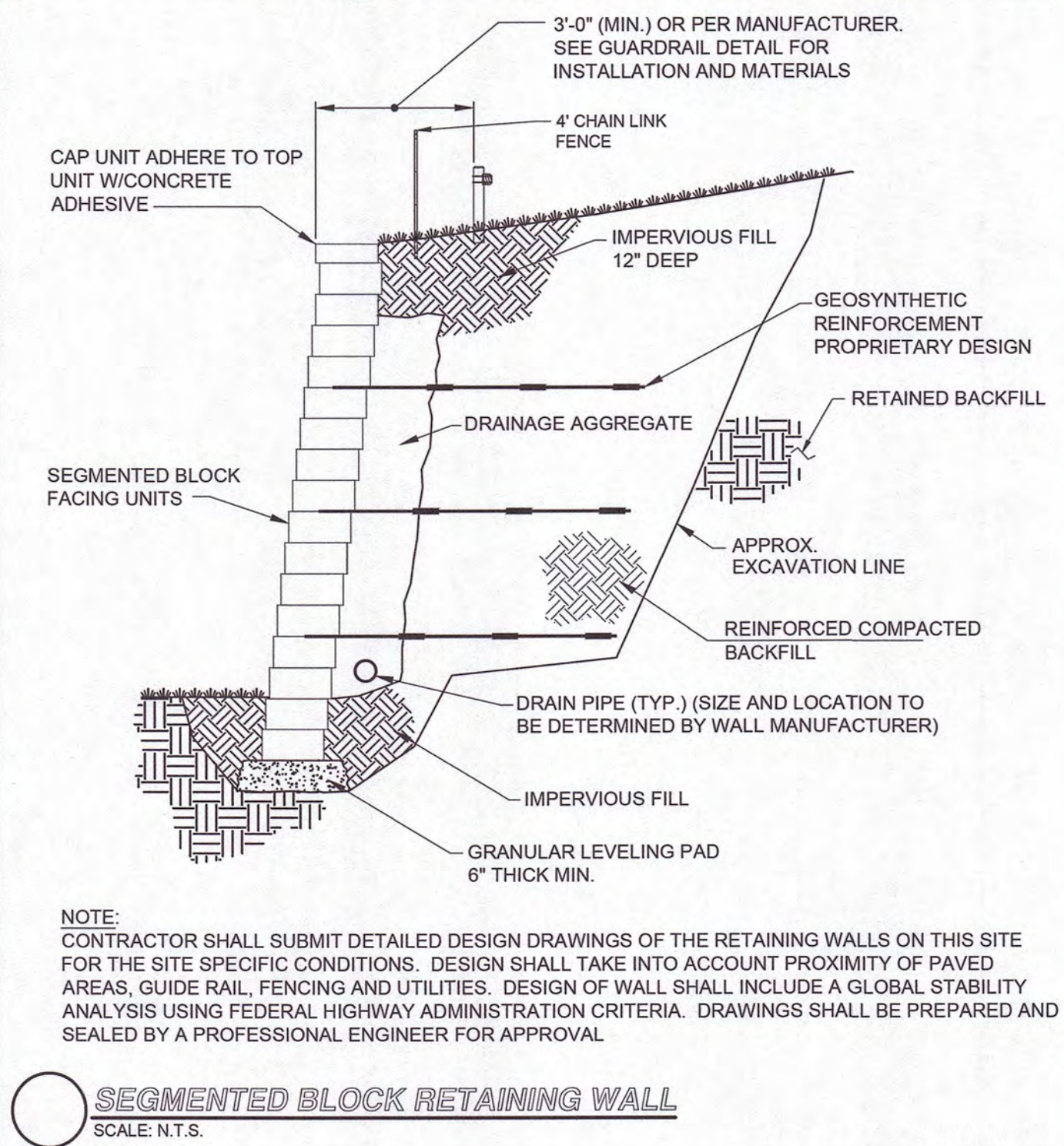
- MATERIALS, METHOD OF INSTALLATION SHALL CONFORM TO THE TOWN OF FRANKLIN'S SPECIFICATIONS

TYPICAL BRICK INVERT SECTION FOR  
SEWER AND DRAIN MANHOLE  
SCALE: N.T.S.

NOT FOR CONSTRUCTION



Drawing name: G:\Main\Franklin\Fairfield Residential\121 Grove Street\Main\Fairfield Preliminary Site Plan\2016\_C-9 Site Details - V.dwg  
Oct 30, 2023 - 15:35pm



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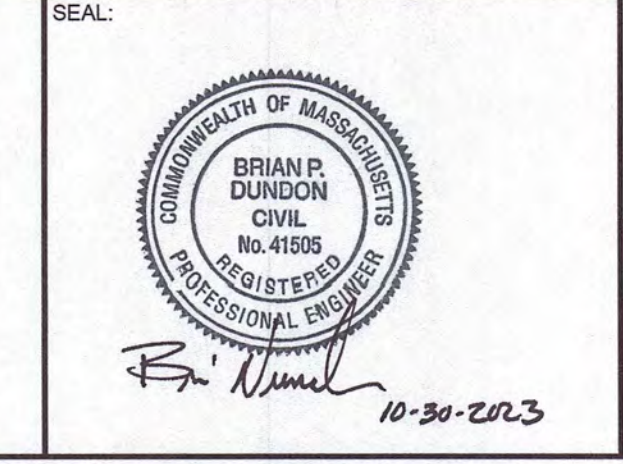


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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	BJM
SCALE:	N.T.S.

PREPARED BY:  
**FAIRFIELD GROVE STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAINTREE, MA 02184



PREPARED BY:  
**RJO'CONNELL & ASSOCIATES, INC.**  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781-279-9190 - RJOCONNELL.COM

PROJECT NAME:  
**GROVE STREET RESIDENCES**  
FRANKLIN, MA

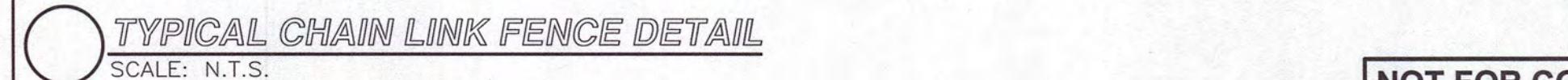
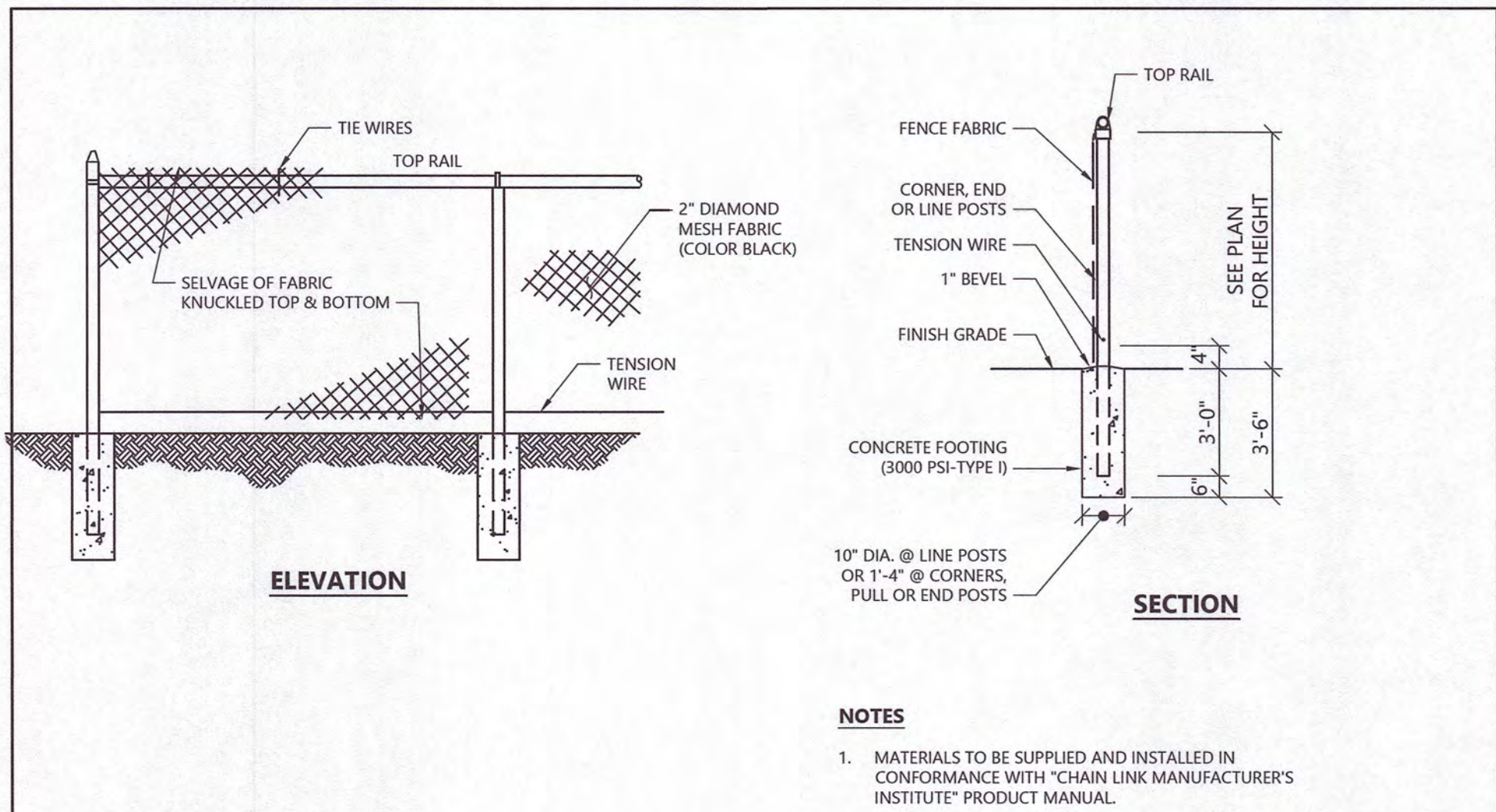
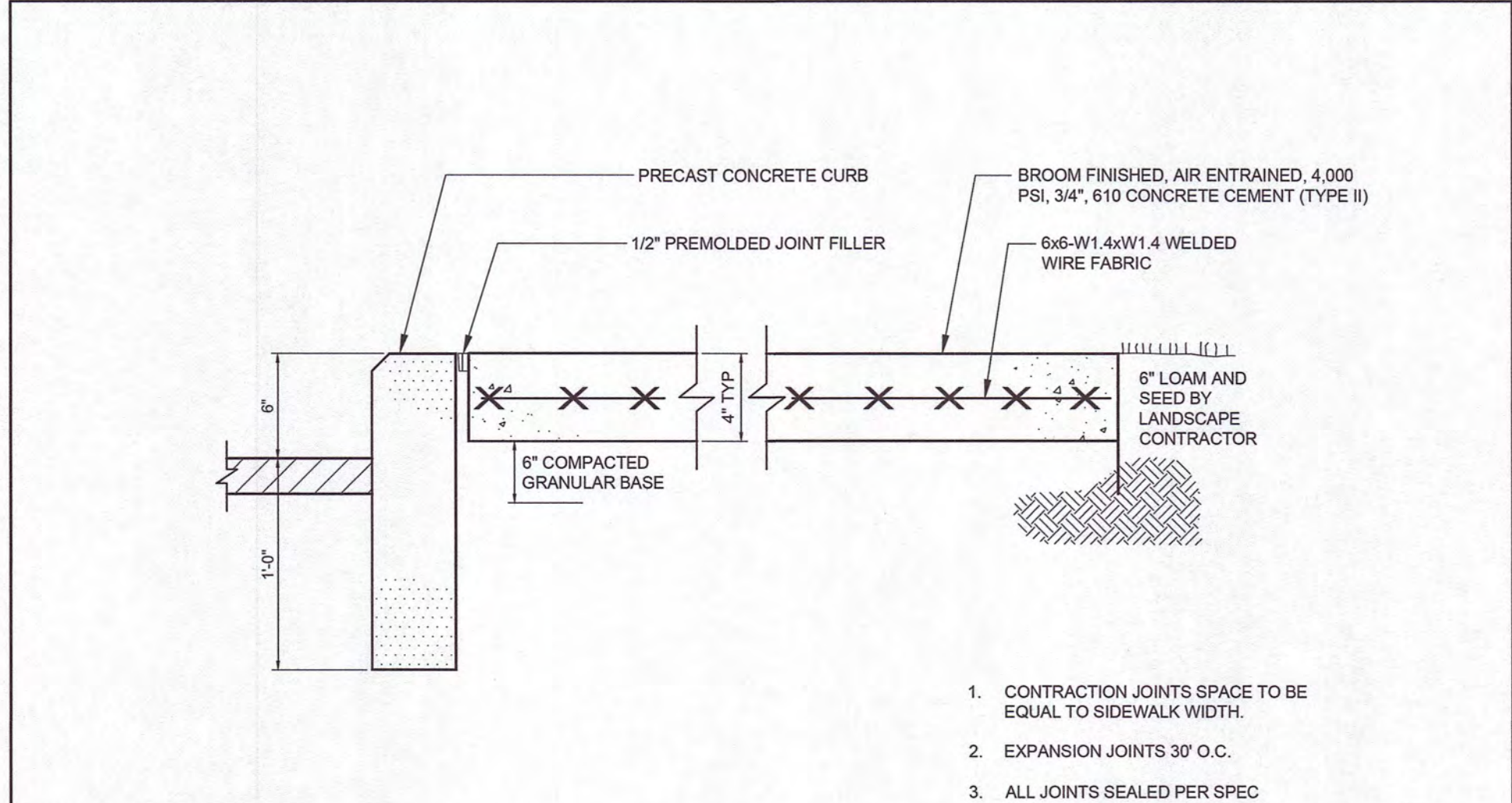
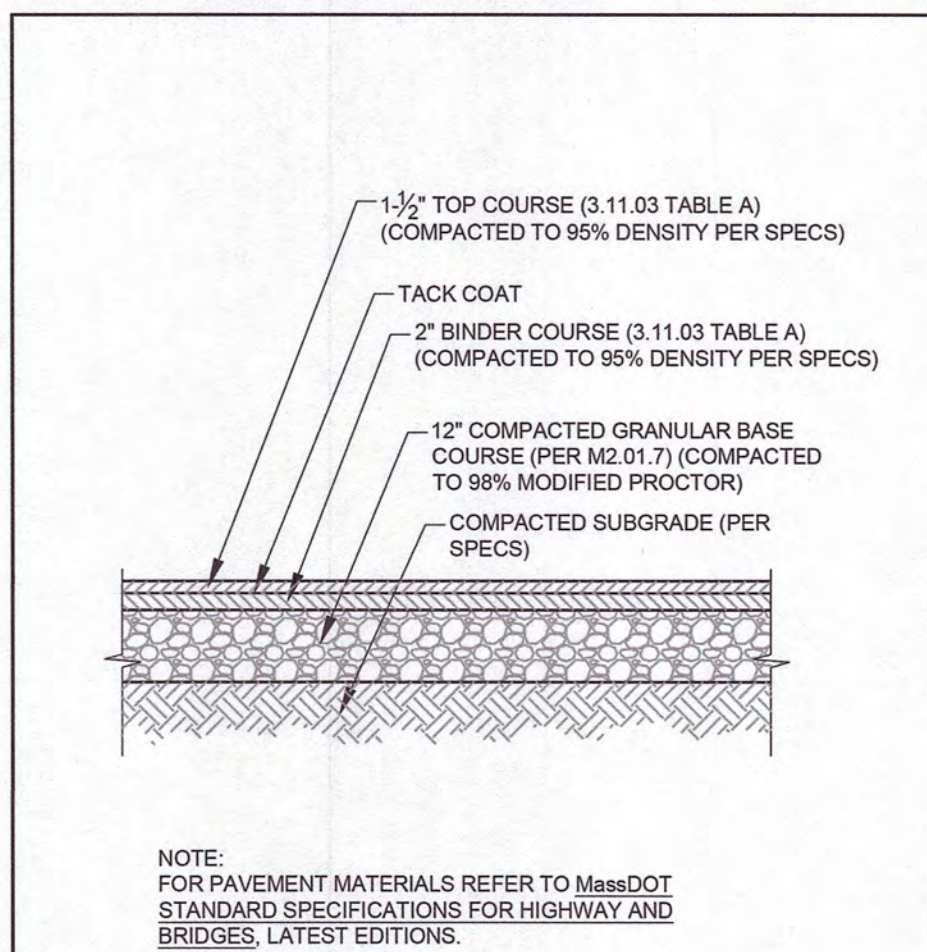
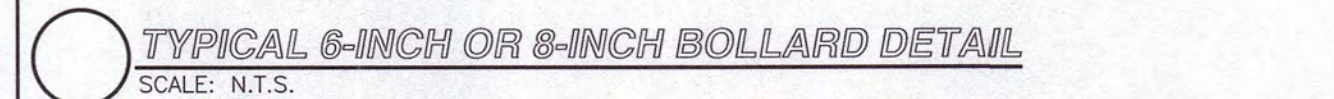
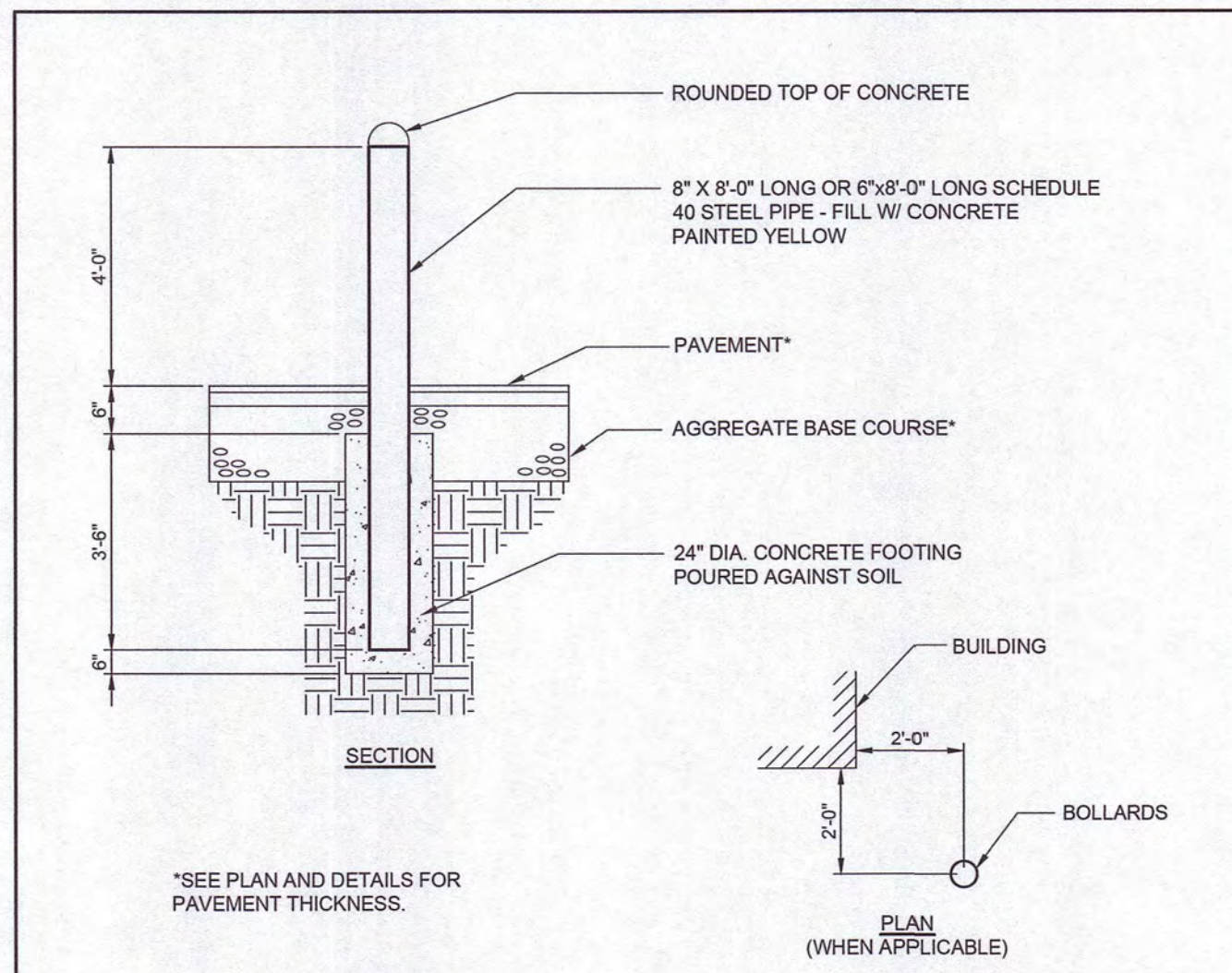
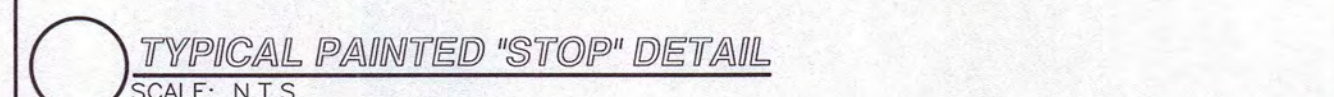
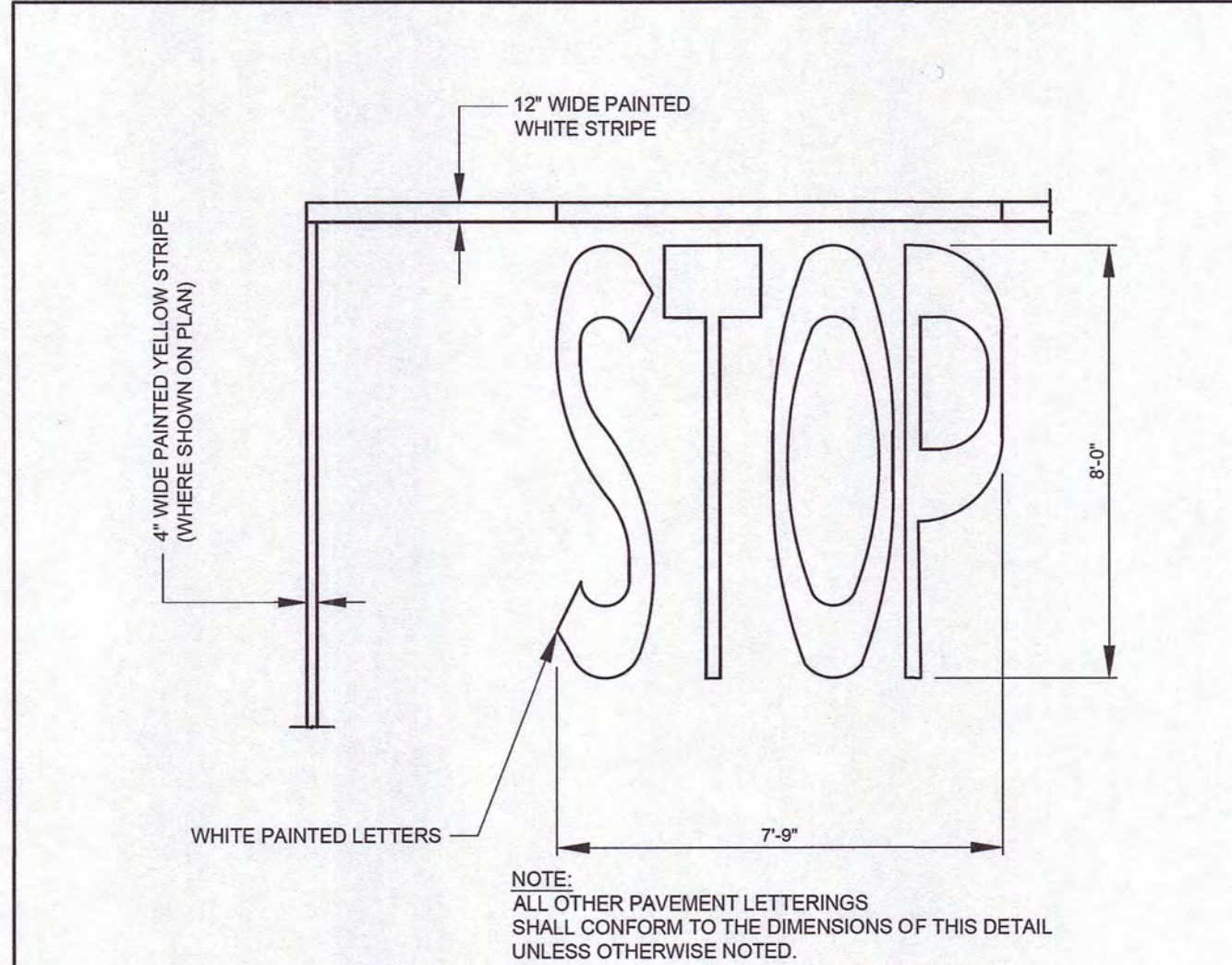
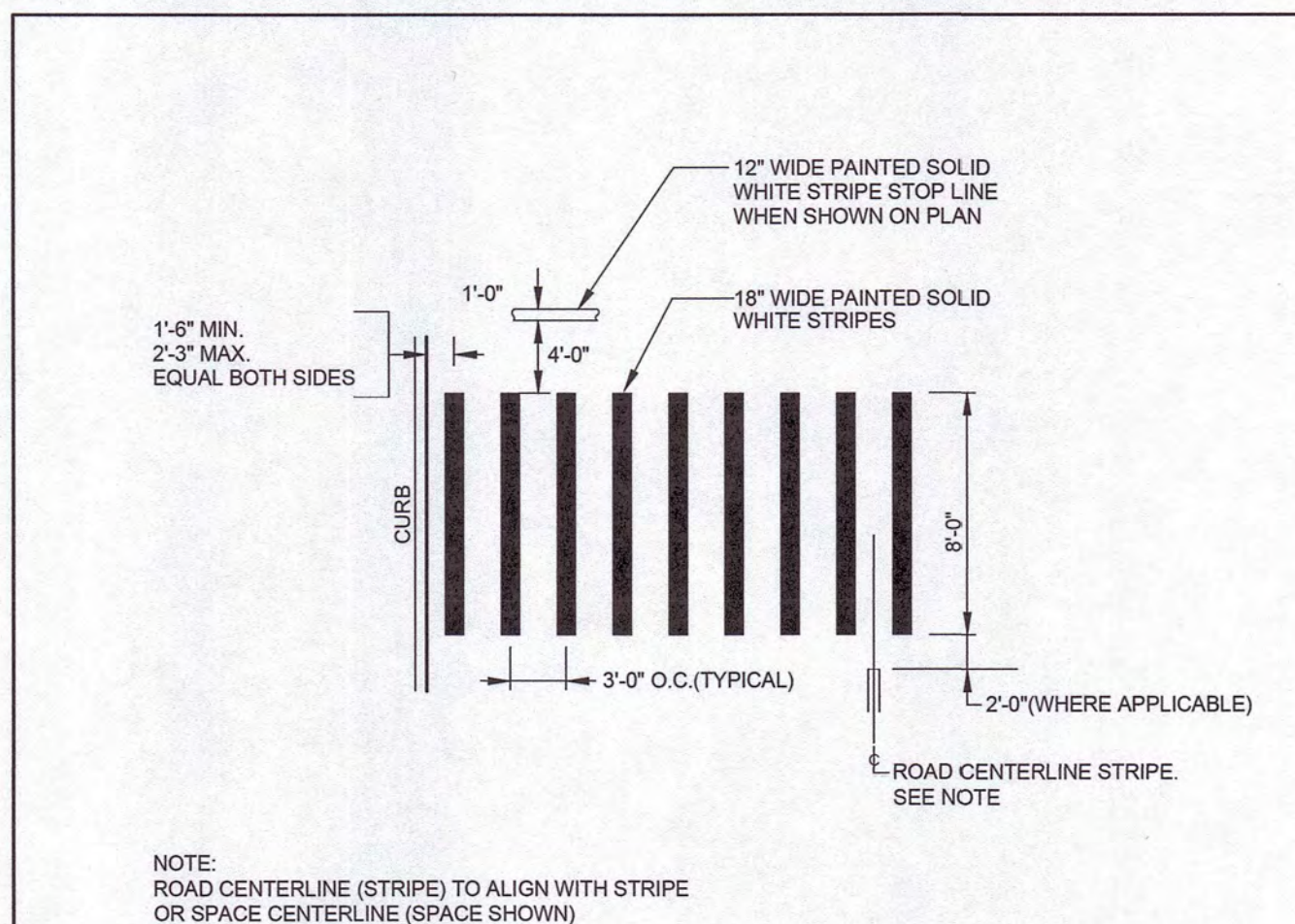
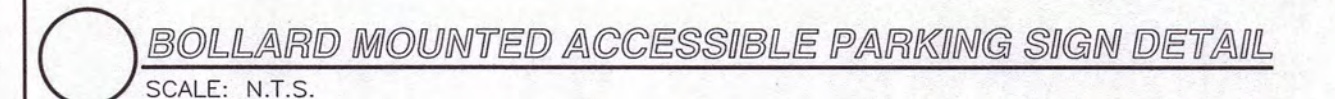
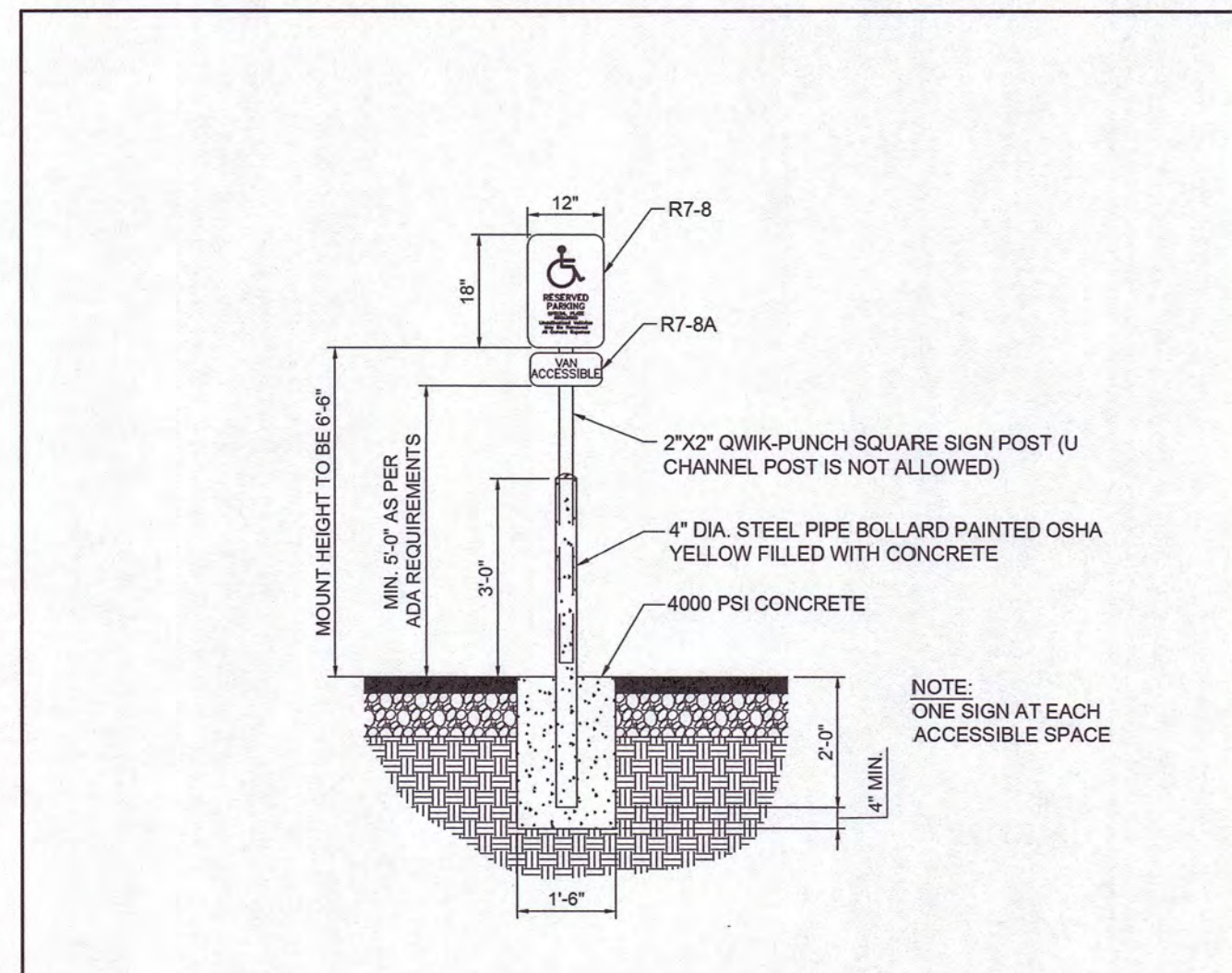
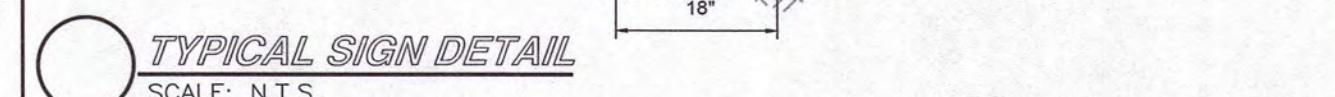
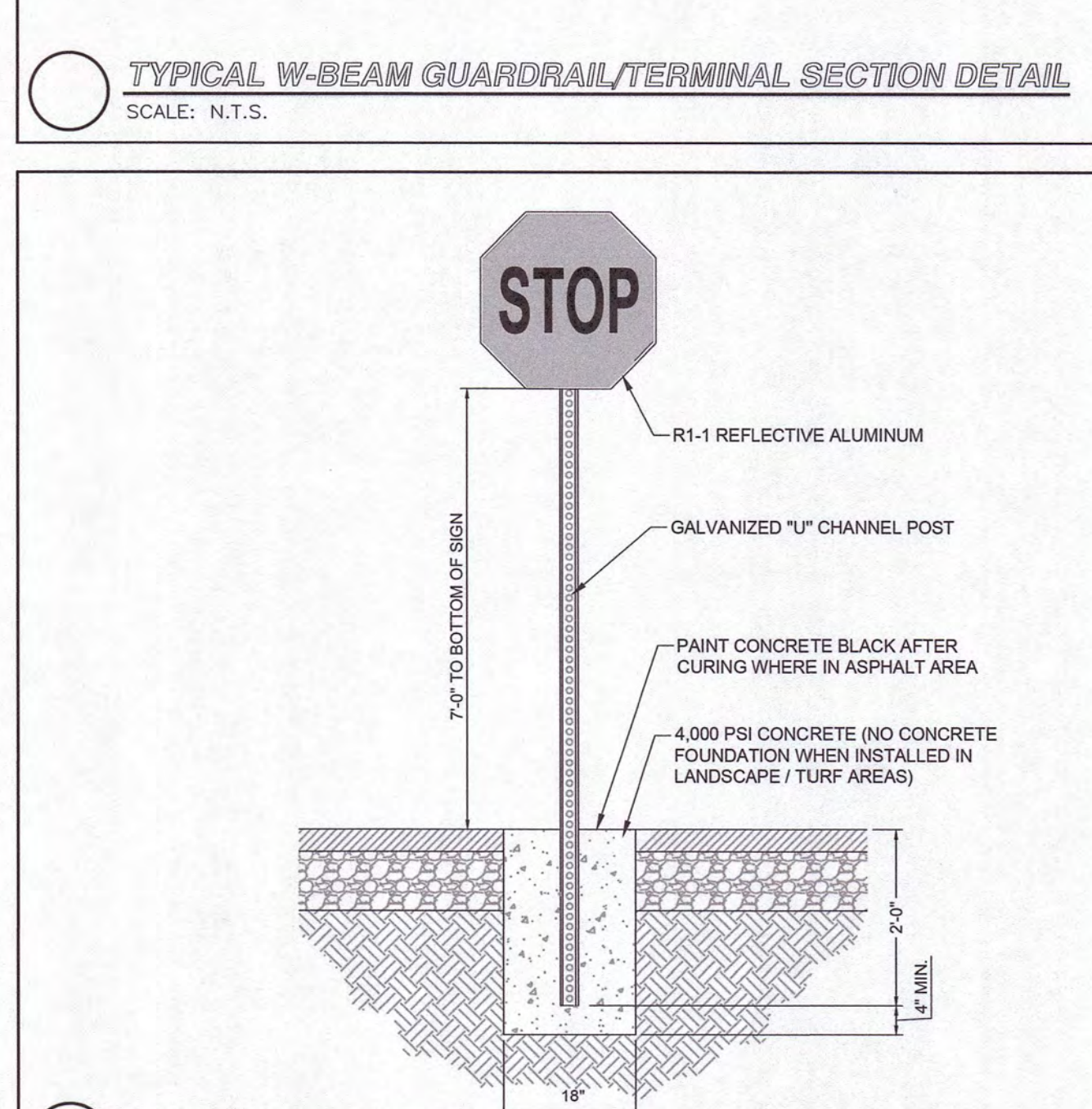
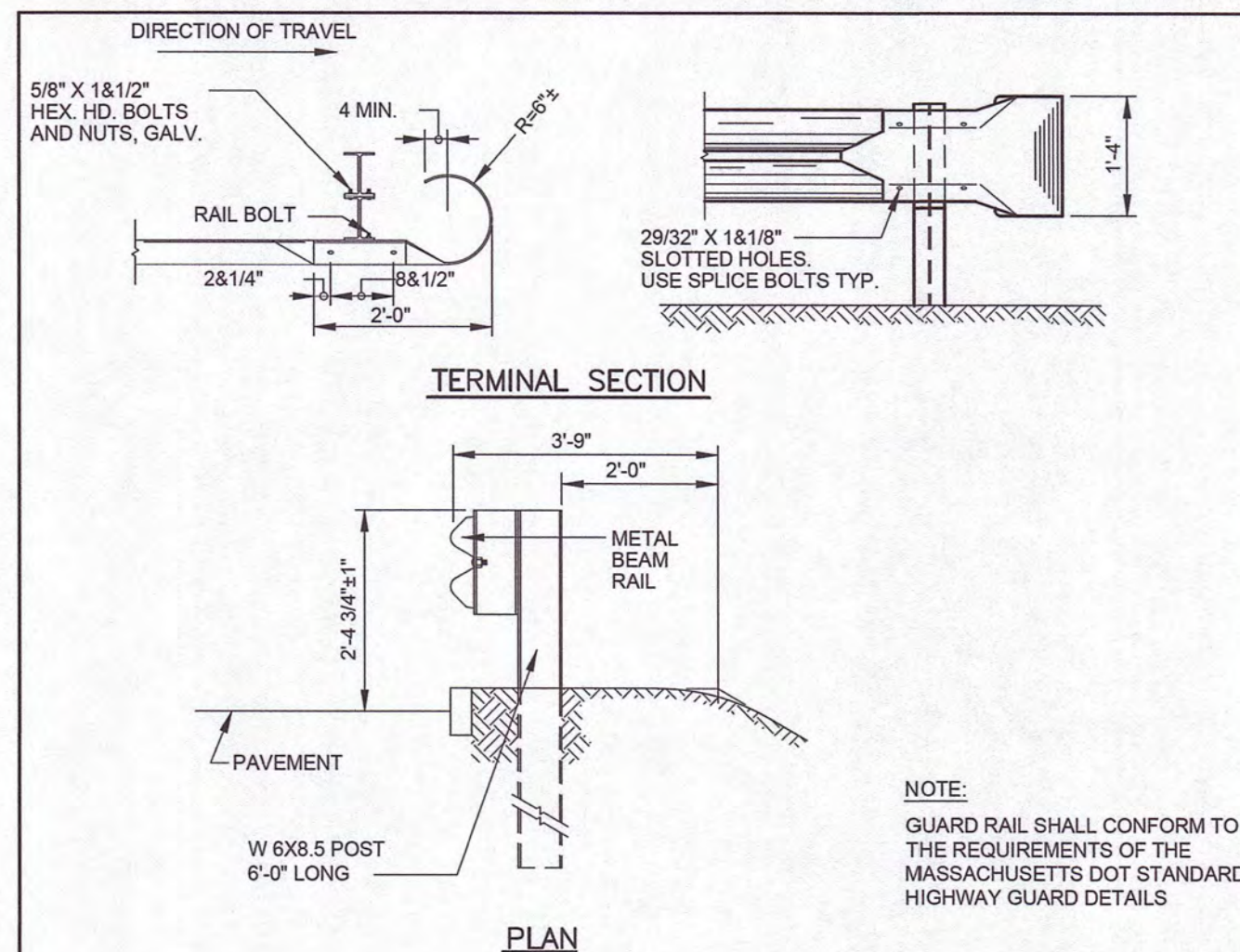
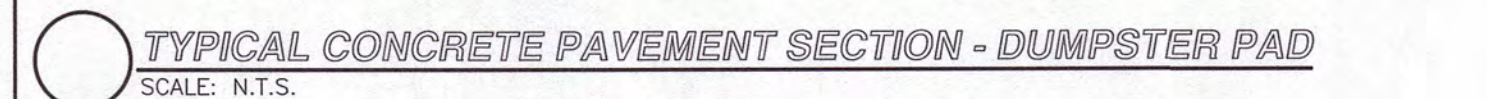
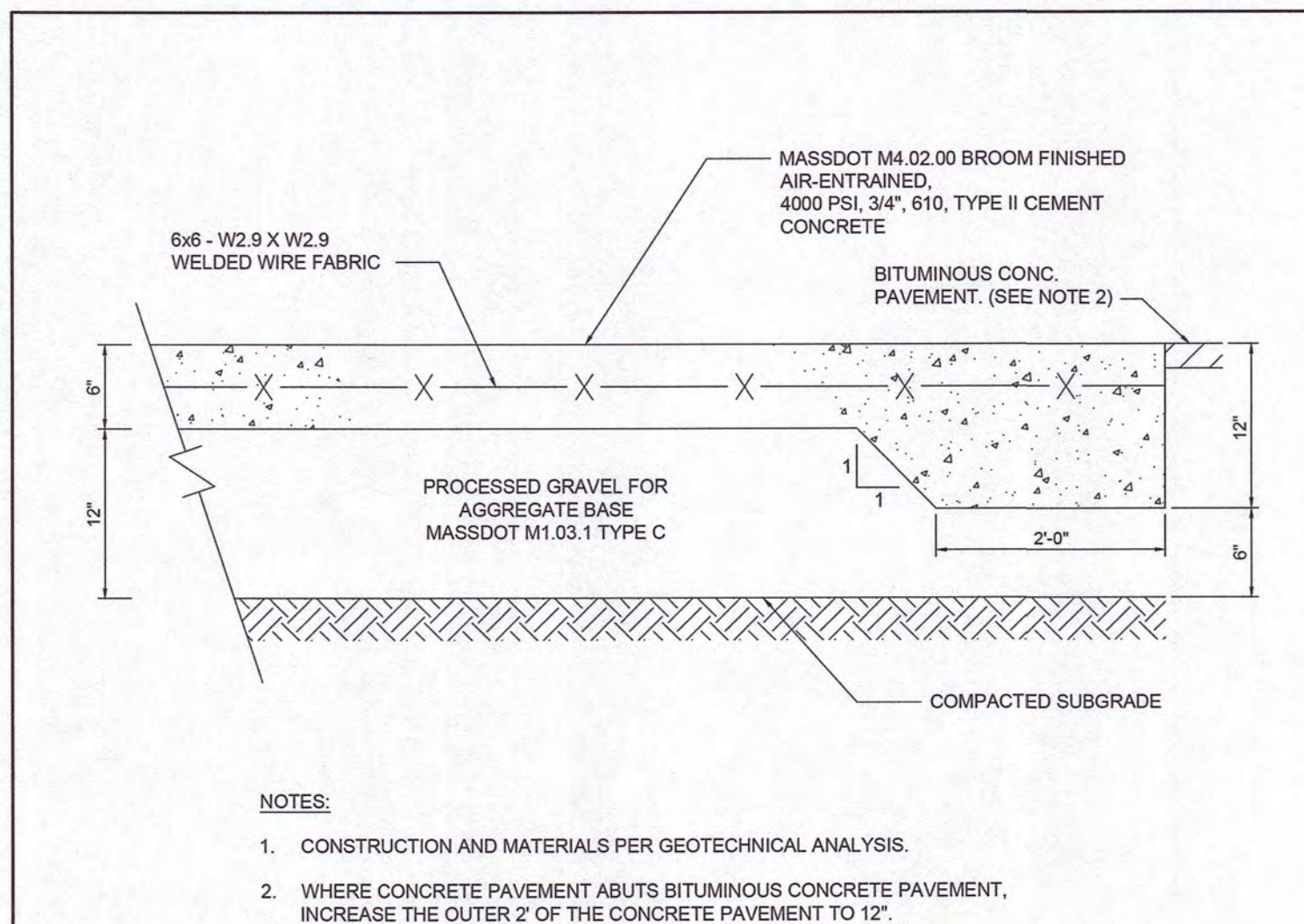
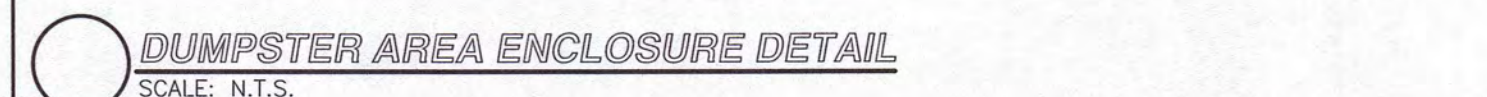
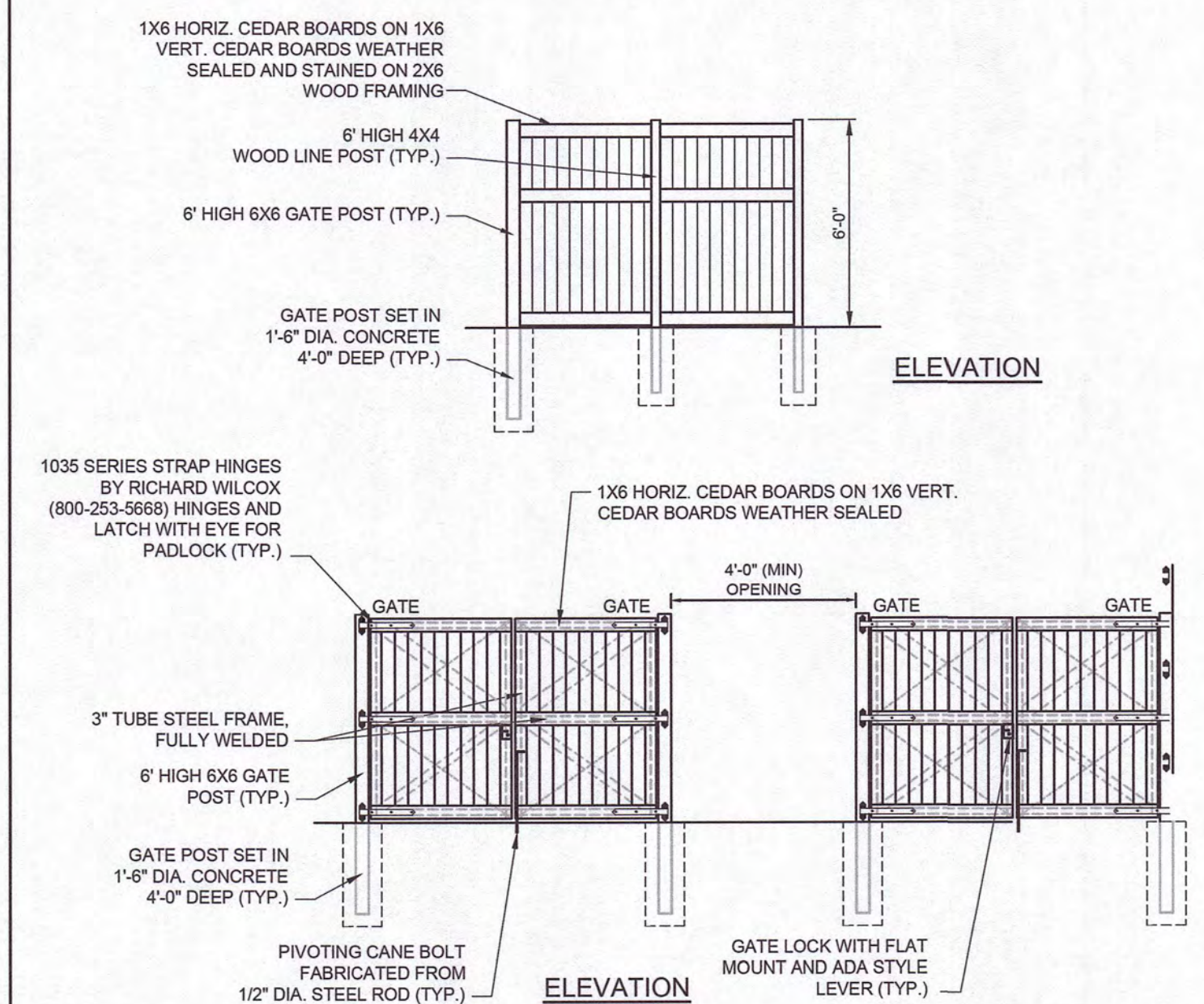
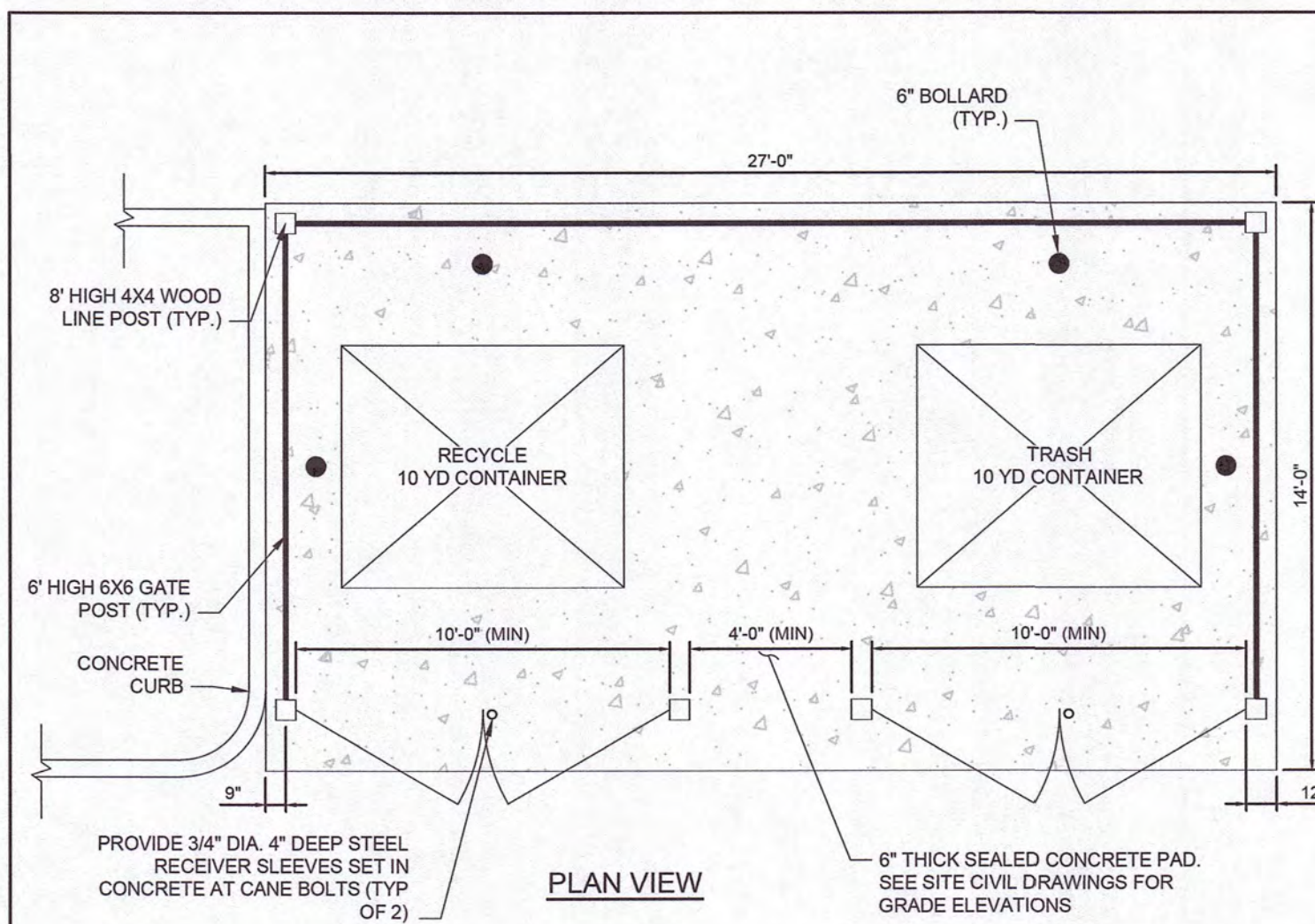
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**SITE DETAILS - V**

DRAWING NUMBER:  
**C-9**

DATE: 10/30/2023 PROJECT NO.: 22016

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						DESIGNED BY: MAC		PREPARED FOR:  FAIRFIELD GROVE STREET LLC  30 BRAINTREE HILL OFFICE PARK SUITE 105 BRAINTREE, MA 02184	SEAL:	PREPARED BY:  RJO'CONNELL & ASSOCIATES, INC. CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS 80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180 PHONE: 781.279.0190 RJOCONNELL.COM		DRAWING NAME:  SITE DETAILS - VI	
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						REVIEWED BY: BJM						DATE: 10/30/2023	
						SCALE: N.T.S.						PROJECT NO.: 22016	
NO.	REVISION		DATE	NO.	REVISION		DATE						



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Oct 30, 2023, 10:13am

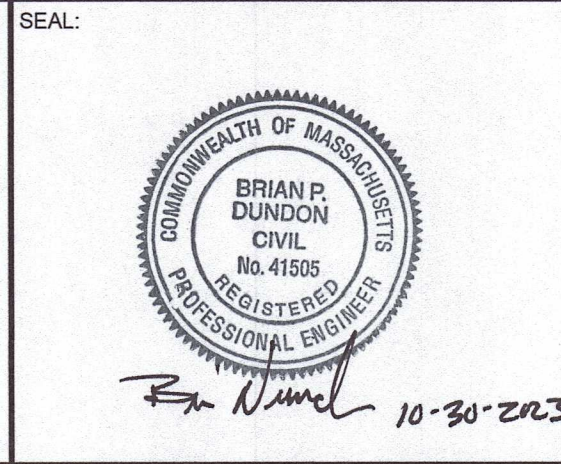


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NO.	REVISION	DATE	NO.	REVISION	DATE

DESIGNED BY:	MAC
DRAWN BY:	MCR
REVIEWED BY:	MAC
SCALE:	1" = 80'

PREPARED FOR:  
**FAIRFIELD GROVE STREET LLC**  
30 BRAINTREE HILL OFFICE PARK  
SUITE 105  
BRAintree, MA 02184



PREPARED BY:  
**RJO'CONNELL & ASSOCIATES, INC.**  
CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS  
80 MONTVALE AVENUE, SUITE 201 STONEHAM, MA 02180  
PHONE: 781.279.0180 RJOCONNELL.COM

PROJECT NAME:  
**GROVE STREET RESIDENCES**  
FRANKLIN, MA

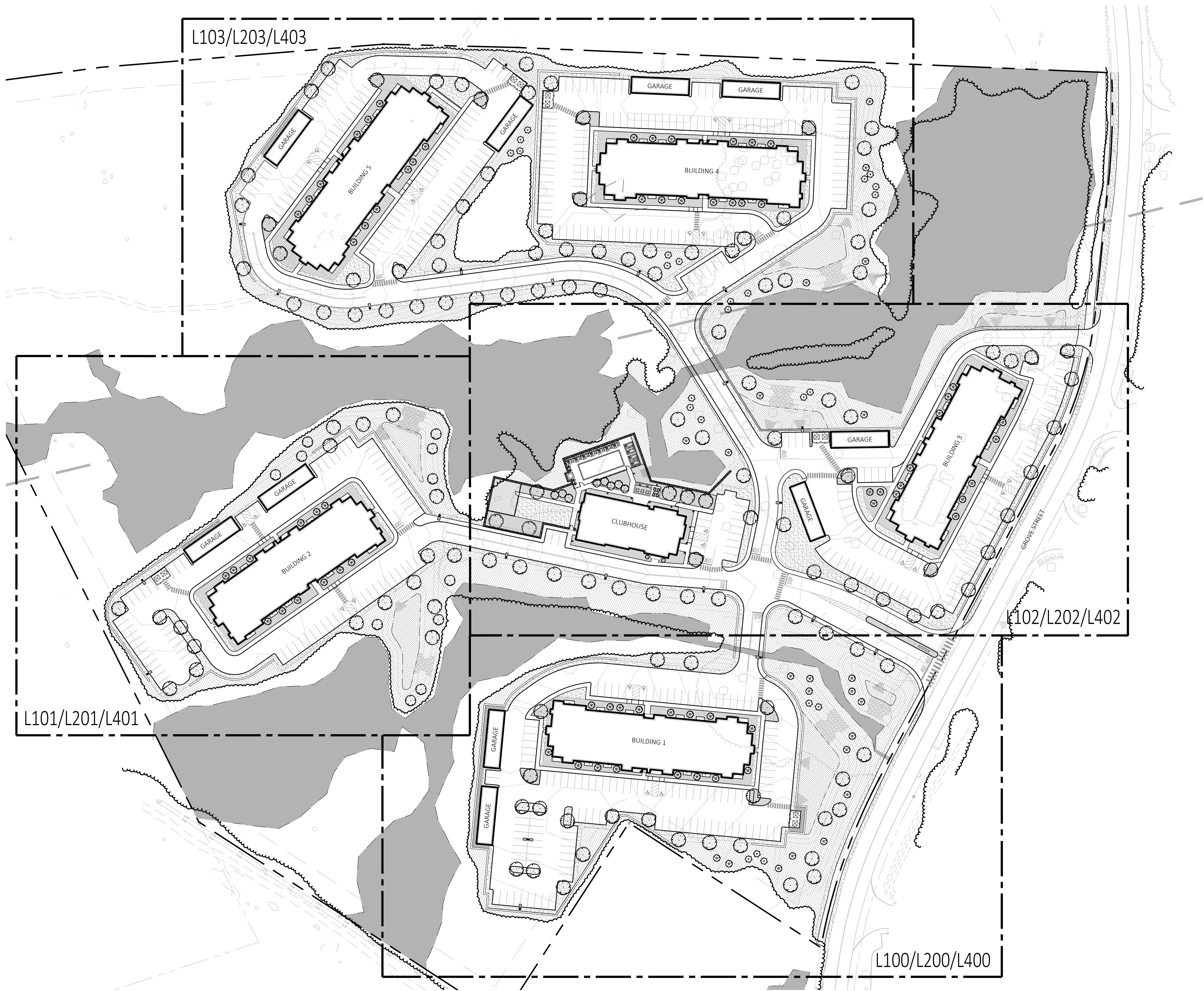
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**FIRE TRUCK TURNING PLAN**

DRAWING NUMBER:  
**FT-1**

DATE: 10/30/2023 PROJECT NO.: 22016

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LANDSCAPE SHEET LIST

- L000 - LANDSCAPE KEY PLAN
- L100 - LANDSCAPE PLANTING PLAN
- L101 - LANDSCAPE PLANTING PLAN
- L102 - LANDSCAPE PLANTING PLAN
- L103 - LANDSCAPE PLANTING PLAN
- L200 - LANDSCAPE LIGHTING PLAN
- L201 - LANDSCAPE LIGHTING PLAN
- L202 - LANDSCAPE LIGHTING PLAN
- L203 - LANDSCAPE LIGHTING PLAN
- L300 - LANDSCAPE DETAILS
- L400 - LANDSCAPE PHOTOMETRIC PLAN
- L401 - LANDSCAPE PHOTOMETRIC PLAN
- L402 - LANDSCAPE PHOTOMETRIC PLAN
- L403 - LANDSCAPE PHOTOMETRIC PLAN



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www.m-d-a.com

GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP  
MASSACHUSETTS  
MICHAEL D'ANGELO  
NO. 4006  
REGISTERED LANDSCAPE ARCHITECT

REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
KEY PLAN

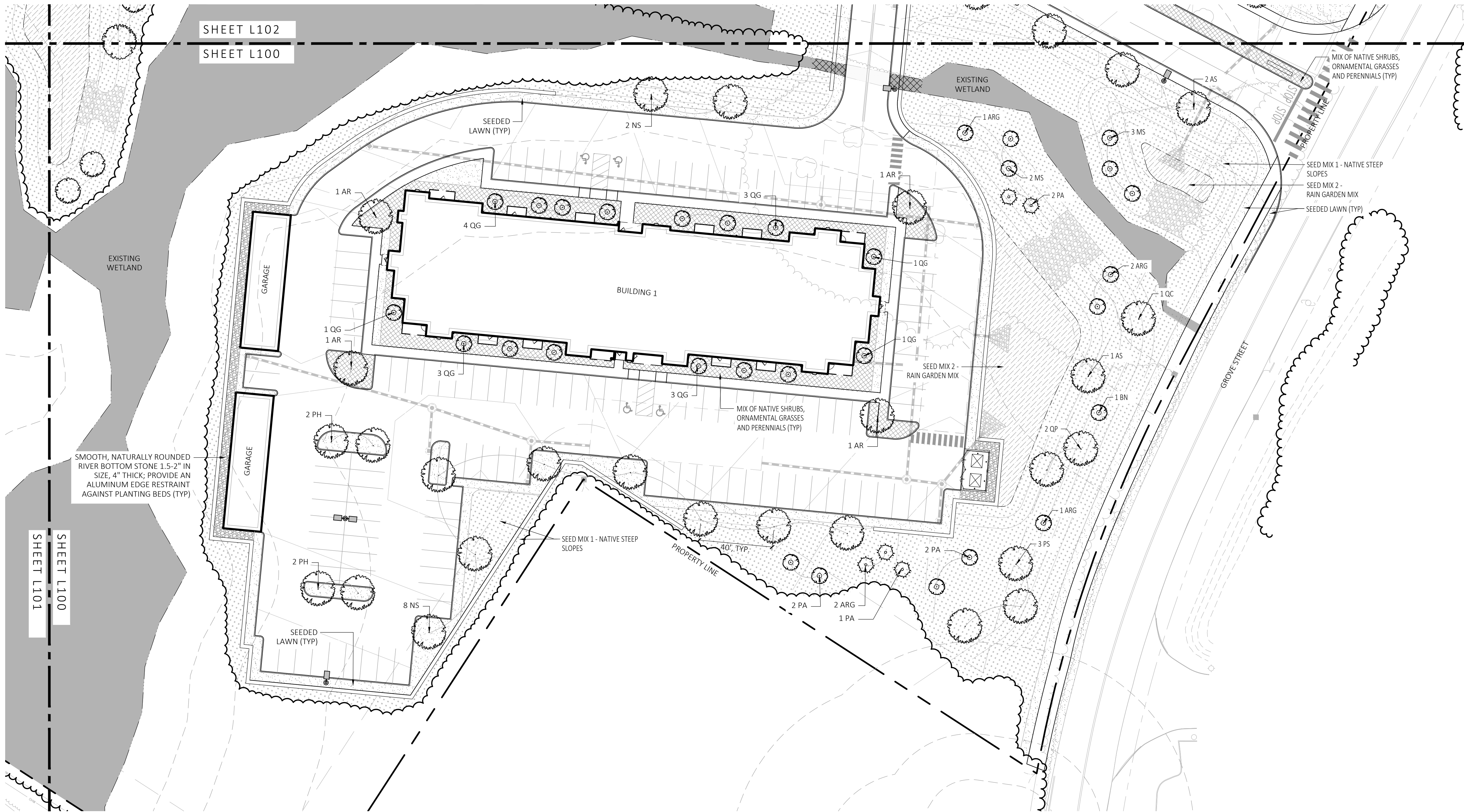
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NC, AA  
CHECKED:  
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SCALE:  
AS NOTED  
DATE:  
10/30/23

L000

SHEET 1 OF 14

plot date: 10/30/2023





# 1 LANDSCAPE PLANTING PLAN

SCALE: 1" = 30'-0"



SEE SHEET L300 FOR  
PLANTING SCHEDULE

## PLANTING NOTES:

1. DURING CONSTRUCTION, PROTECT ALL EXISTING SITE FEATURES, STRUCTURES AND UTILITIES.
2. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT. SUBSTITUTIONS WILL BE PERMITTED ONLY IF APPROVED BY THE LANDSCAPE ARCHITECT.
3. ALL EXPOSED BURLAP, WIRE BASKETS AND OTHER MATERIALS ATTACHED TO PLANTS SHALL BE REMOVED PRIOR TO PLANTING. CARE SHALL BE TAKEN NOT TO DISTURB THE ROOT BALL OF PLANTS.
4. THOROUGHLY WATER ALL PLANTS IMMEDIATELY AFTER PLANTING.
5. TRANSPLANTING SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK.
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7. MULCH IN TREE AND SHRUB BEDS SHALL BE NATURAL, NATIVE HEMLOCK MULCH FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS. SUBMIT SAMPLES FOR APPROVAL.
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BOSTON, MA 02127  
T. 203.592.4788  
WWW.MD-LA.COM

## GROVE STREET RESIDENCES FRANKLIN, MA

### STAMP



REV. NO.	DATE	DESCRIPTION
----------	------	-------------


NOT FOR  
CONSTRUCTION

## LANDSCAPE PLANTING PLAN

DRAWN:	NC, AA
CHECKED:	NC
SCALE:	L100
AS NOTED	
DATE:	10/30/23

SHEET 2 OF 14

plot date: 10/30/2023

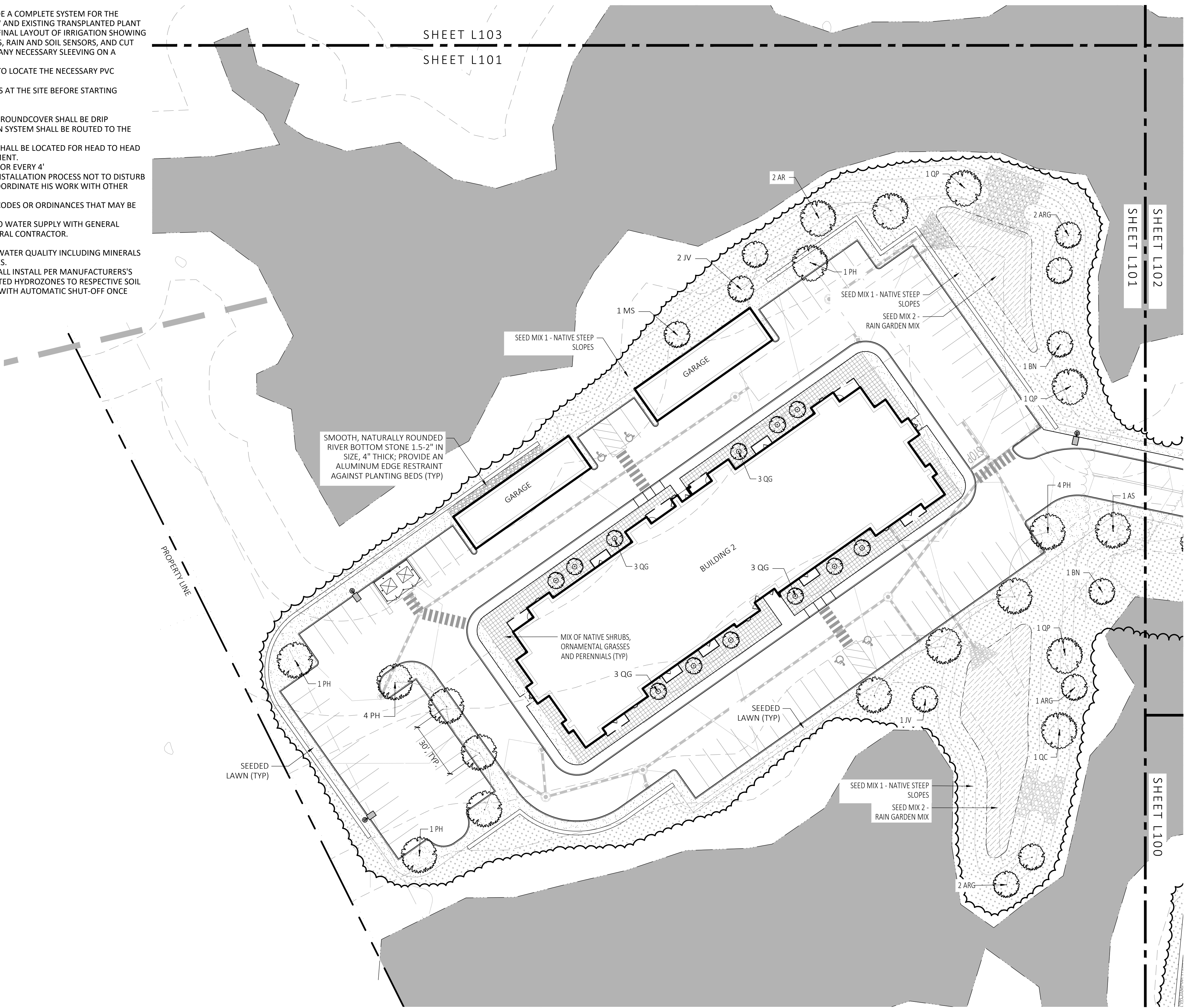


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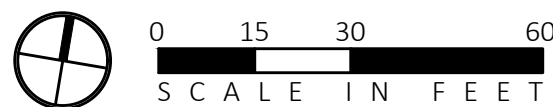
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1 LANDSCAPE PLANTING PLAN  
SCALE: 1" = 30'-0"



SEE SHEET L300 FOR  
PLANTING SCHEDULE

GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP



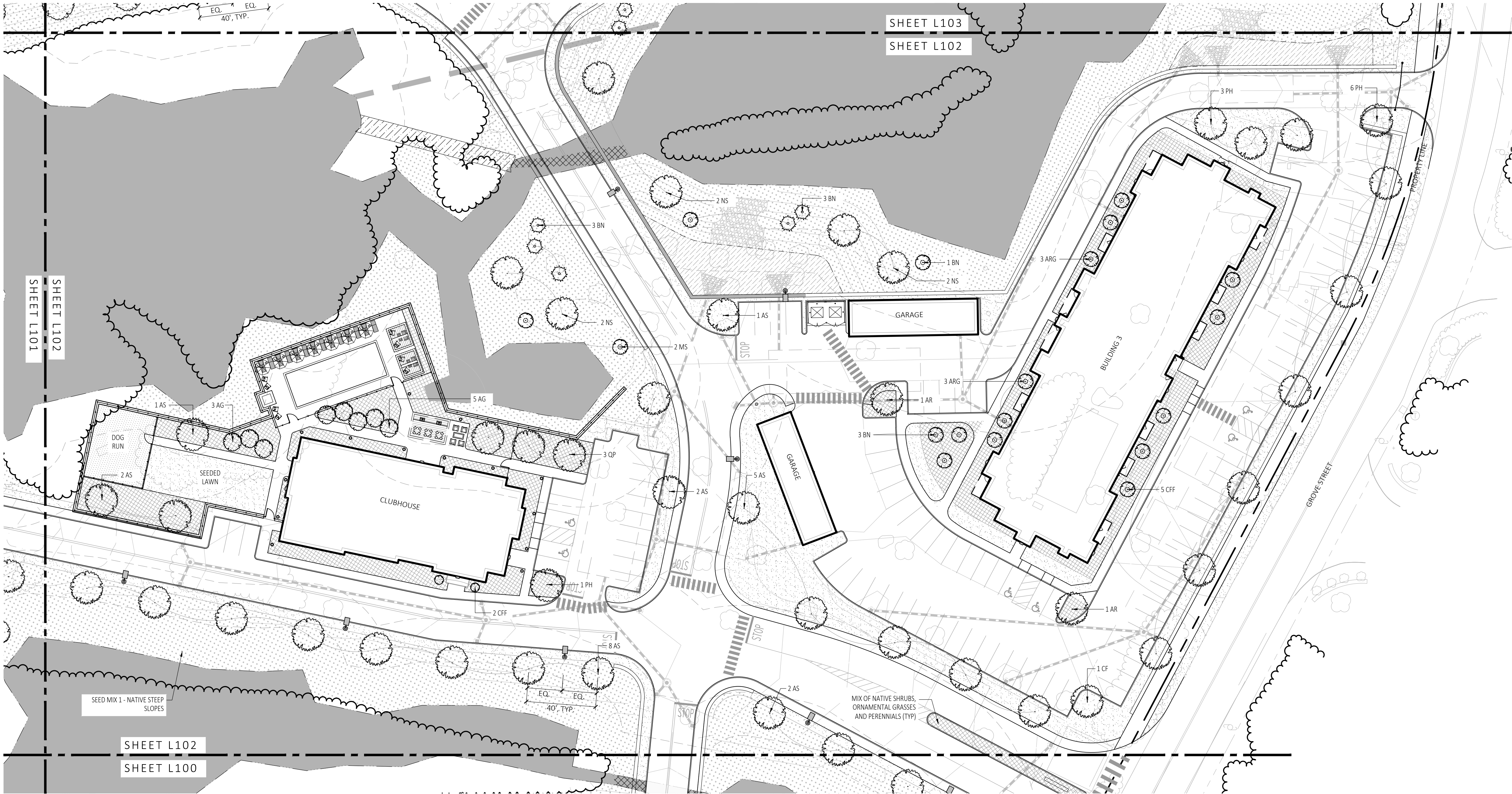
REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
PLANTING  
PLAN

DRAWN: NC, AA	L101
CHECKED: NC	
SCALE: AS NOTED	
DATE: 10/30/23	





# LANDSCAPE PLANTING PLAN

SCALE: 1" = 30'-0"

## PLANTING NOTES:

1. DURING CONSTRUCTION, PROTECT ALL EXISTING SITE FEATURES, STRUCTURES AND UTILITIES.
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SEE SHEET L300 FOR  
PLANTING SCHEDULE

MDLA

MICHAEL D'ANGELO landscape architecture

MICHAEL D'ANGELO  
LANDSCAPE ARCHITECTURE LLC

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WWW.MD-LA.COM

GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP  
MASSACHUSETTS  
MICHAEL D'ANGELO  
REGISTERED LANDSCAPE ARCHITECT  
NO. 4096

REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
PLANTING  
PLAN

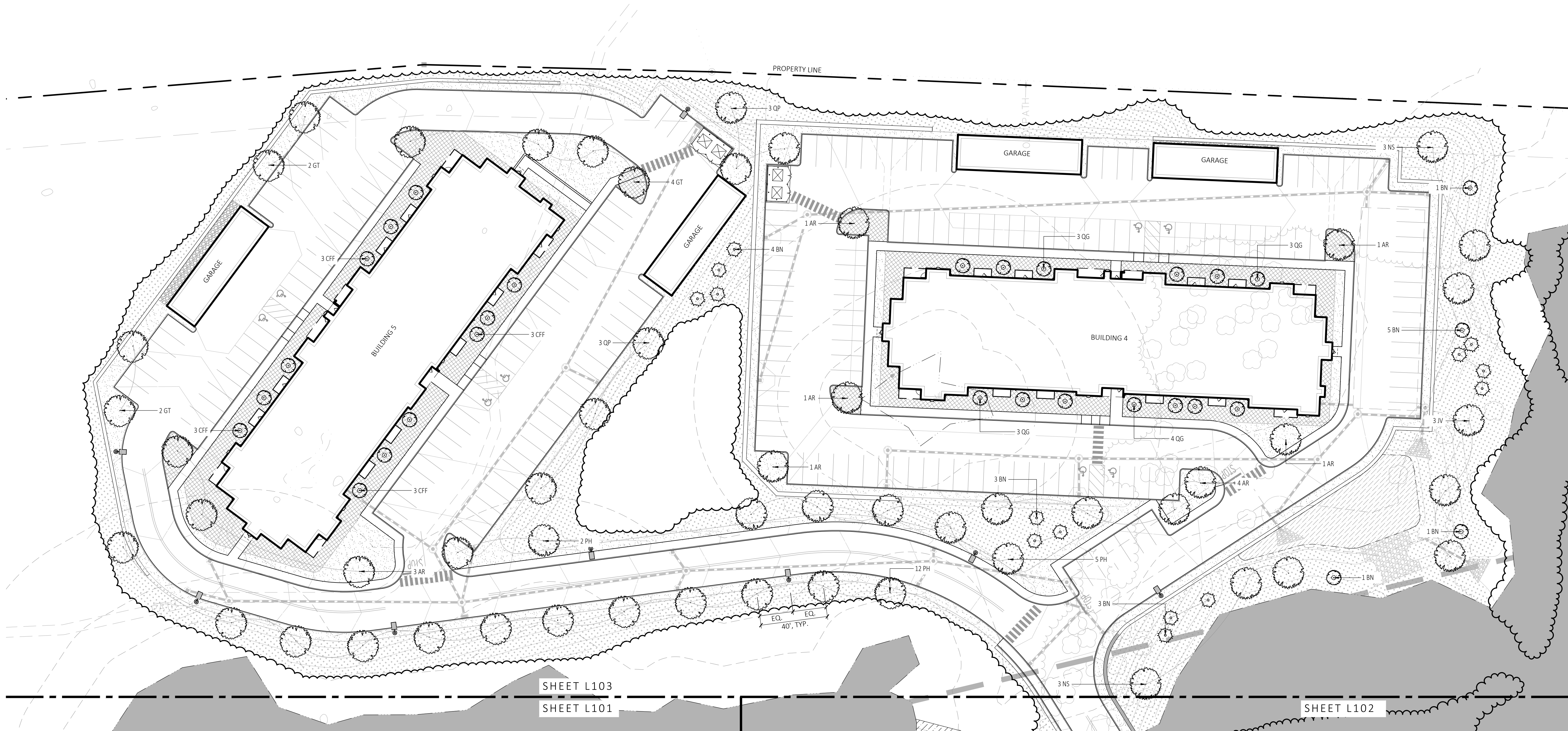
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CHECKED:  
NC  
SCALE:  
AS NOTED  
DATE:  
10/30/23

L102

SHEET 4 OF 14

plot date: 10/30/2023





# 1 LANDSCAPE PLANTING PLAN

SCALE: 1" = 30'-0"

## PLANTING NOTES:

1. DURING CONSTRUCTION, PROTECT ALL EXISTING SITE FEATURES, STRUCTURES AND UTILITIES.
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SEE SHEET L300 FOR  
PLANTING SCHEDULE

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GROVE STREET RESIDENCES  
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MICHAEL D'ANGELO  
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NO. 4006

REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
PLANTING  
PLAN

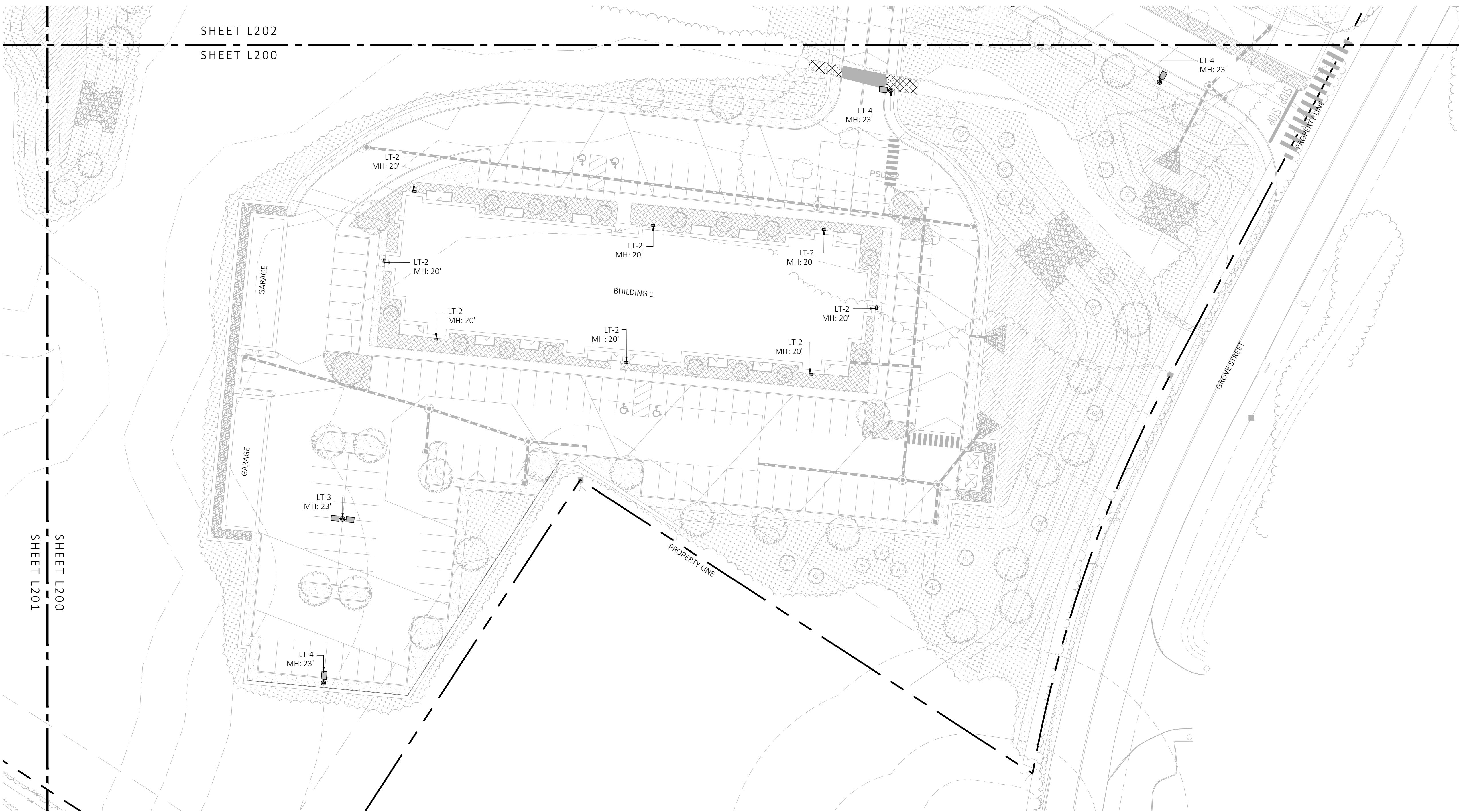
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AS NOTED  
DATE:  
10/30/23

L103

SHEET 5 OF 14

plot date: 10/30/2023





# 1 LANDSCAPE LIGHTING PLAN

SCALE: 1" = 30'-0"

LIGHT SCHEDULE					
SYMBOL	LABEL	DESCRIPTION	MOUNT	OPTIONS	REP
	LT-1	BOLLARD LIGHT	CONCRETE FOOTING	COLOR: BLK	ILLUMINATE 617-947-8996 STEVE PRUDHOMME
	LT-2	BLDG LIGHT	BUILDING MOUNTED	COLOR: BLK	
	LT-3	2-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	
	LT-4	1-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	

NOTE: MH = MOUNTING HEIGHT

MDLA

MICHAEL D'ANGELO landscape architecture

MICHAEL D'ANGELO  
LANDSCAPE ARCHITECTURE LLC

840 SUMMER STREET  
SUITE 201A  
BOSTON, MA 02127  
T. 203.592.4788  
www.m-d-a.com

GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP

MASSACHUSETTS  
MICHAEL D'ANGELO  
REGISTERED LANDSCAPE ARCHITECT  
NO. 4006

REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
LIGHTING  
PLAN





DRAWN:  
NC, AA  
CHECKED:  
NC  
SCALE:  
AS NOTED  
DATE:  
10/30/23

L200

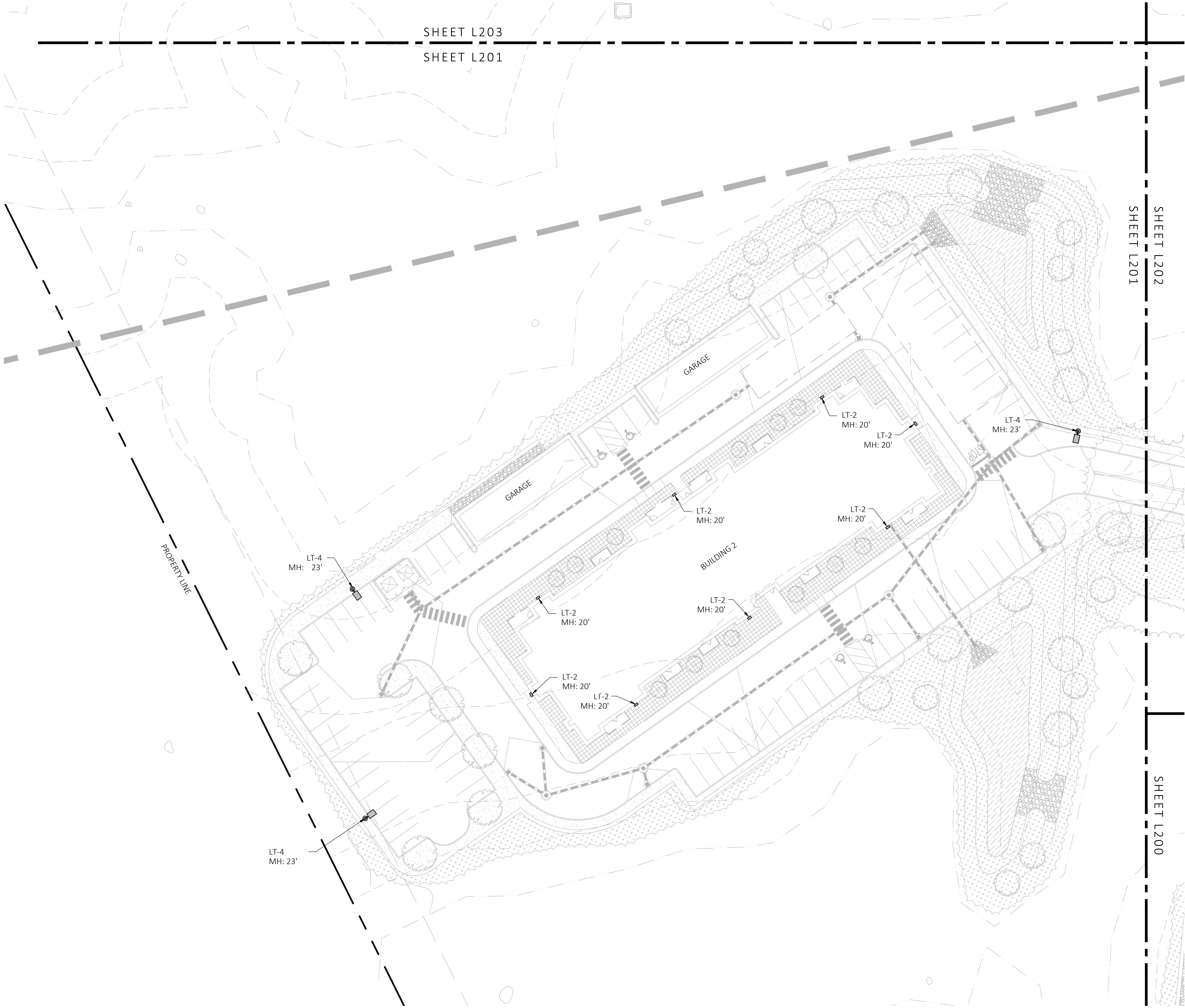
SHEET 6 OF 14

plot date: 10/30/2023



LIGHT SCHEDULE					
SYMBOL	LABEL	DESCRIPTION	MOUNT	OPTIONS	REP
	LT-1	BOLLARD LIGHT	CONCRETE FOOTING	COLOR: BLK	ILLUMINATE 617-947-8996 STEVE PRUDHOMME
	LT-2	BLDG LIGHT	BUILDING MOUNTED	COLOR: BLK	
	LT-3	2-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	
	LT-4	1-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	

NOTE: MH = MOUNTING HEIGHT



1 LANDSCAPE LIGHTING PLAN  
SCALE: 1" = 30'-0"

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REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

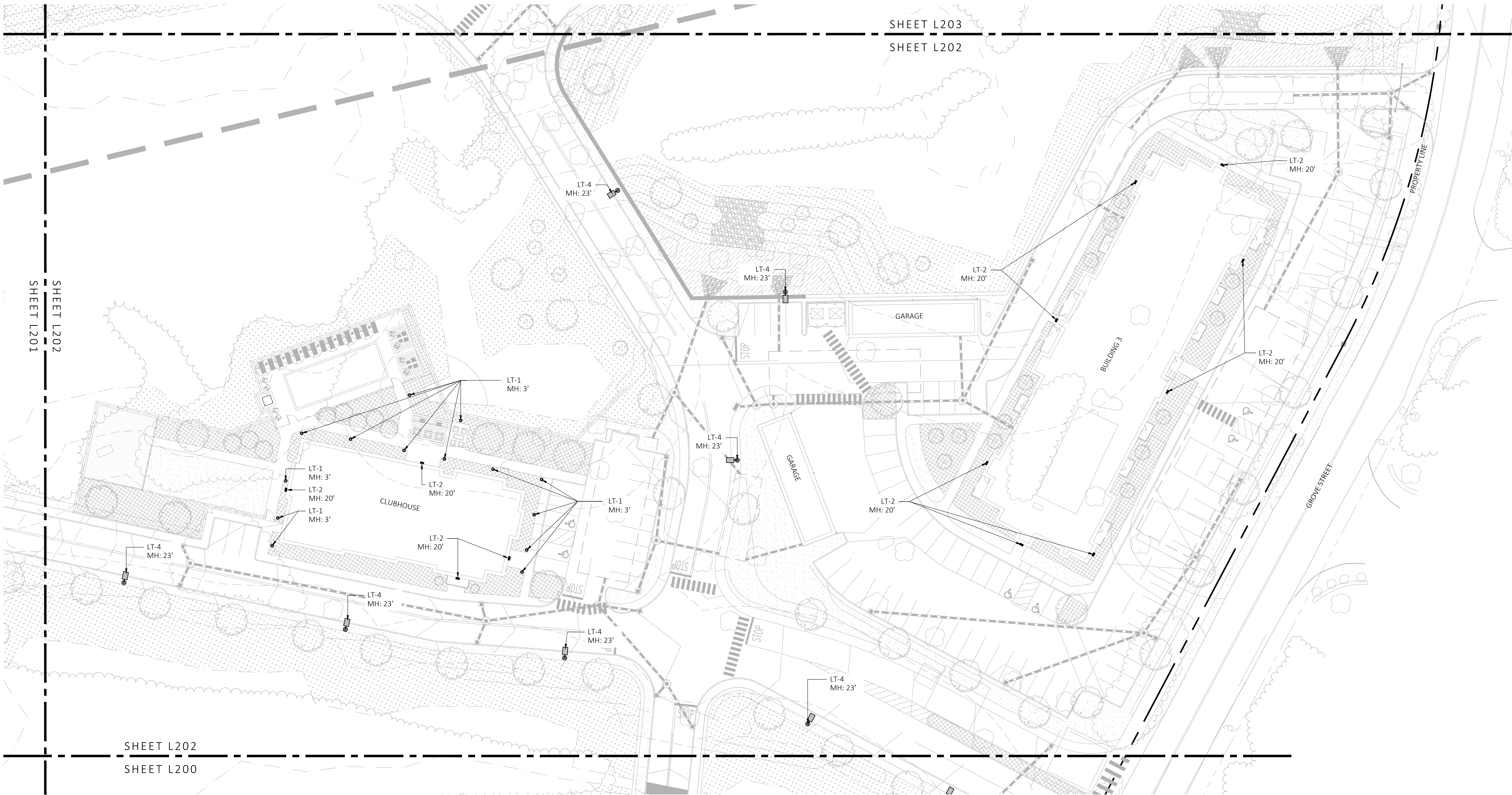
LANDSCAPE  
LIGHTING  
PLAN

DRAWN: NC, AA	L201
CHECKED: NC	
SCALE: AS NOTED	
DATE: 10/30/23	

SHEET 7 OF 14

plot date: 10/30/2023





# 1 LANDSCAPE LIGHTING PLAN

SCALE: 1" = 30'-0"

LIGHT SCHEDULE					
SYMBOL	LABEL	DESCRIPTION	MOUNT	OPTIONS	REP
	LT-1	BOLLARD LIGHT	CONCRETE FOOTING	COLOR: BLK	ILLUMINATE 617-947-8996 STEVE PRUDHOMME
	LT-2	BLDG LIGHT	BUILDING MOUNTED	COLOR: BLK	
	LT-3	2-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	
	LT-4	1-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	

NOTE: MH = MOUNTING HEIGHT

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REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
LIGHTING  
PLAN

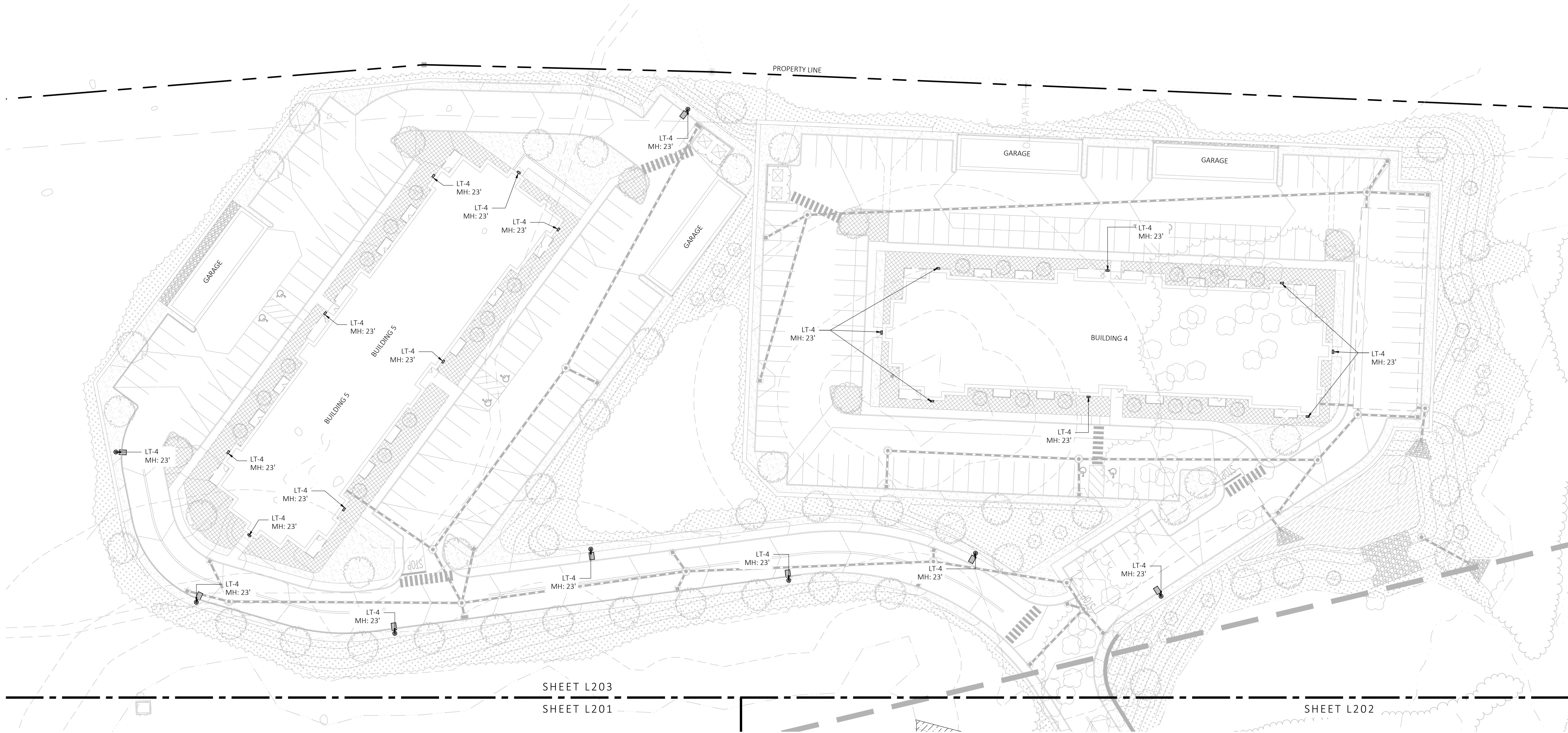
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SCALE:  
AS NOTED  
DATE:  
10/30/23

L202

SHEET 8 OF 14

plot date: 10/30/2023





1 LANDSCAPE LIGHTING PLAN  
SCALE: 1" = 30'-0"



LIGHT SCHEDULE					
SYMBOL	LABEL	DESCRIPTION	MOUNT	OPTIONS	REP
	LT-1	BOLLARD LIGHT	CONCRETE FOOTING	COLOR: BLK	ILLUMINATE 617-947-8996 STEVE PRUDHOMME
	LT-2	BLDG LIGHT	BUILDING MOUNTED	COLOR: BLK	
	LT-3	2-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	
	LT-4	1-SIDED POLE LIGHT	POLE WITH CONCRETE FOOTING; KEEP 24" ABOVE GRADE IN ASPHALT KEEP 3" ABOVE GRADE IN PLANTING	COLOR: BLK	

NOTE: MH = MOUNTING HEIGHT

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REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
LIGHTING  
PLAN


DRAWN:  
NC, AA  
CHECKED:  
NC  
SCALE:  
AS NOTED  
DATE:  
10/30/23

L203

SHEET 9 OF 14

plot date: 10/30/2023





**Ernst Conservation Seeds**  
8884 Mercer Pike  
Meadville, PA 16335  
(800) 873-3321 Fax (814) 336-5191  
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*Spring*

**Native Steep Slope Mix w/Grain Oats - ERNMX-181-1**

Botanical Name	Common Name	Price/lb
40.00 % <i>Avena sativa</i> , Variety Not Stated	Oats, Variety Not Stated	0.22
20.40 % <i>Sorghastrum nutans</i> , NY Ecotype	Indiangrass, NY Ecotype	12.90
8.10 % <i>Andropogon gerardii</i> , 'Niagara'	Big Bluestem, 'Niagara'	13.96
7.50 % <i>Elymus virginicus</i> , PA Ecotype	Virginia Wildrye, PA Ecotype	7.72
5.20 % <i>Elymus canadensis</i>	Canada Wildrye	12.87
4.50 % <i>Schizachyrium scoparium</i> , Fort Indiantown Gap-PA Ecotype	Little Bluestem, Fort Indiantown Gap-PA Ecotype	12.00
3.70 % <i>Tridax flexas</i> , Fort Indiantown Gap-PA Ecotype	Purpletop, Fort Indiantown Gap-PA Ecotype	18.78
3.00 % <i>Agratis perennans</i> , Albany Pine Bush-NY Ecotype	Autumn Berggrass, Albany Pine Bush-NY Ecotype	14.00
2.30 % <i>Panicum virgatum</i> , 'Shawnee'	Partridge Pea, PA Ecotype	7.51
1.10 % <i>Chamaecrista fasciculata</i> , PA Ecotype	Purple Coneflower	10.00
1.00 % <i>Echinacea purpurea</i>	Purple Coneflower	36.00
0.80 % <i>Gallardia aristata</i>	Perennial Gallardia (Blanketflower)	32.00
0.80 % <i>Rudbeckia hirta</i>	Black-eyed Susan	20.00
0.70 % <i>Helianthus helianthoides</i> , PA Ecotype	Oxeye Sunflower, PA Ecotype	42.00
0.40 % <i>Aster novae-angliae</i> , PA Ecotype	New England Aster, PA Ecotype	360.00
0.20 % <i>Asclepias syriaca</i> , PA Ecotype	Common Milkweed, PA Ecotype	196.00
0.20 % <i>Liatris spicata</i>	Marsh (Dense) Blazing Star (Spiked Gayfeather)	210.00
0.10 % <i>Pentstemon digitalis</i>	Tall White Beardtongue	160.00

**100.00 %**


**Seeding Rate:** 75 lb per acre

**Seeding Rate:** 75 lb per acre

Erosion Control & Revegetation

Use this formula with grain oats as a cover crop in the spring and summer (until September 1st). Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.

Price quotes guaranteed for 30 days.  
All prices are FOB Meadville, PA.  
Please check our web site at [www.ernstseed.com](http://www.ernstseed.com) for current pricing when placing orders.



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*Fall*

**Native Steep Slope Mix w/Grain Rye - ERNMX-181-2**

Botanical Name	Common Name	Price/lb
40.00 % <i>Secale cereale</i> , Variety Not Stated	Grain Rye, Variety Not Stated	0.21
20.40 % <i>Sorghastrum nutans</i> , PA Ecotype	Indiangrass, PA Ecotype	10.60
8.10 % <i>Andropogon gerardii</i> , 'Niagara'	Big Bluestem, 'Niagara'	13.06
7.50 % <i>Elymus virginicus</i> , PA Ecotype	Virginia Wildrye, PA Ecotype	7.72
5.20 % <i>Elymus canadensis</i>	Canada Wildrye	12.87
4.50 % <i>Schizachyrium scoparium</i> , 'Camper'	Little Bluestem, 'Camper'	12.99
3.70 % <i>Tridax flexas</i>	Purpletop	18.56
3.00 % <i>Agratis perennans</i> , Albany Pine Bush-NY Ecotype	Autumn Berggrass, Albany Pine Bush-NY Ecotype	14.00
2.30 % <i>Panicum virgatum</i> , 'Shawnee'	Switchgrass, 'Shawnee'	7.51
1.10 % <i>Chamaecrista fasciculata</i> , PA Ecotype	Partridge Pea, PA Ecotype	10.00
1.00 % <i>Echinacea purpurea</i>	Purple Coneflower	36.00
0.80 % <i>Gallardia aristata</i>	Perennial Gallardia (Blanketflower)	32.00
0.80 % <i>Rudbeckia hirta</i>	Black-eyed Susan	20.00
0.70 % <i>Helianthus helianthoides</i> , PA Ecotype	Oxeye Sunflower, PA Ecotype	42.00
0.40 % <i>Aster diversifolius</i>	Calico Aster	300.00
0.30 % <i>Liatris spicata</i>	Marsh (Dense) Blazing Star (Spiked Gayfeather)	210.00
0.20 % <i>Asclepias syriaca</i> , PA Ecotype	Common Milkweed, PA Ecotype	196.00

**100.00 %**


**Seeding Rate:** 75 lb per acre

**Seeding Rate:** 75 lb per acre

Erosion Control & Revegetation

Use this formula with grain rye as a cover crop (from August 1st-February 15th). Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.

Price quotes guaranteed for 30 days.  
All prices are FOB Meadville, PA.  
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*Fall*

**Rain Garden Mix - ERNMX-180**

Botanical Name	Common Name	Price/lb
31.50 % <i>Schizachyrium scoparium</i> , Albany Pine Bush-NY Ecotype	Little Bluestem, Albany Pine Bush-NY Ecotype	12.02
20.00 % <i>Elymus virginicus</i> , PA Ecotype	Virginia Wildrye, PA Ecotype	7.72
10.00 % <i>Carex vulpinoidea</i> , PA Ecotype	Fox Sedge, PA Ecotype	24.00
10.00 % <i>Panicum rigidulum</i> , Coastal Plain NC Ecotype	Purple Panicgrass, Coastal Plain NC Ecotype	48.00
5.00 % <i>Echinacea purpurea</i>	Purple Coneflower	36.00
3.00 % <i>Coreopsis lanceolata</i>	Lanceleaf Coreopsis	24.00
3.00 % <i>Rudbeckia hirta</i>	Black-eyed Susan	20.00
2.00 % <i>Carex scoparia</i> , PA Ecotype	Blunt Blunt Sedge, PA Ecotype	72.00
2.00 % <i>Chamaecrista fasciculata</i> , PA Ecotype	Partridge Pea, PA Ecotype	10.00
2.00 % <i>Eupatorium coelestinum</i> , VA Ecotype	Heavenflower, VA Ecotype	128.00
2.00 % <i>Helianthus helianthoides</i> , PA Ecotype	Oxeye Sunflower, PA Ecotype	42.00
2.00 % <i>Pentstemon digitalis</i> , PA Ecotype	Tall White Beardtongue, PA Ecotype	160.00
1.00 % <i>Asclepias incarnata</i> , PA Ecotype	Swamp Milkweed, PA Ecotype	160.00
1.00 % <i>Juncus effusus</i>	Soft Rush	40.00
1.00 % <i>Juncus tenuis</i> , PA Ecotype	Path Rush, PA Ecotype	66.00
1.00 % <i>Liatris spicata</i>	Marsh (Dense) Blazing Star (Spiked Gayfeather)	210.00
0.80 % <i>Aster novae-angliae</i> , PA Ecotype	New England Aster, PA Ecotype	360.00
0.70 % <i>Aster diversifolius</i>	Smooth Blue Aster, NY Ecotype	320.00
0.50 % <i>Rudbeckia hirta</i> var. <i>rigida</i> , Northern VA Ecotype	Orange Coneflower, Northern VA Ecotype	300.00
0.50 % <i>Senna hebecarpa</i> , VA & WV Ecotype	Wild Senna, VA & WV Ecotype	24.00
0.40 % <i>Moranda fruticosa</i> , Fort Indiantown Gap-PA Ecotype	Wild Bergmot, Fort Indiantown Gap-PA Ecotype	160.00
0.30 % <i>Pyracantha coccinea</i>	Barrenwood Mountainrose	140.00
0.30 % <i>Solidago juncea</i> , PA Ecotype	Early Goldweed, PA Ecotype	280.00

**100.00 %**

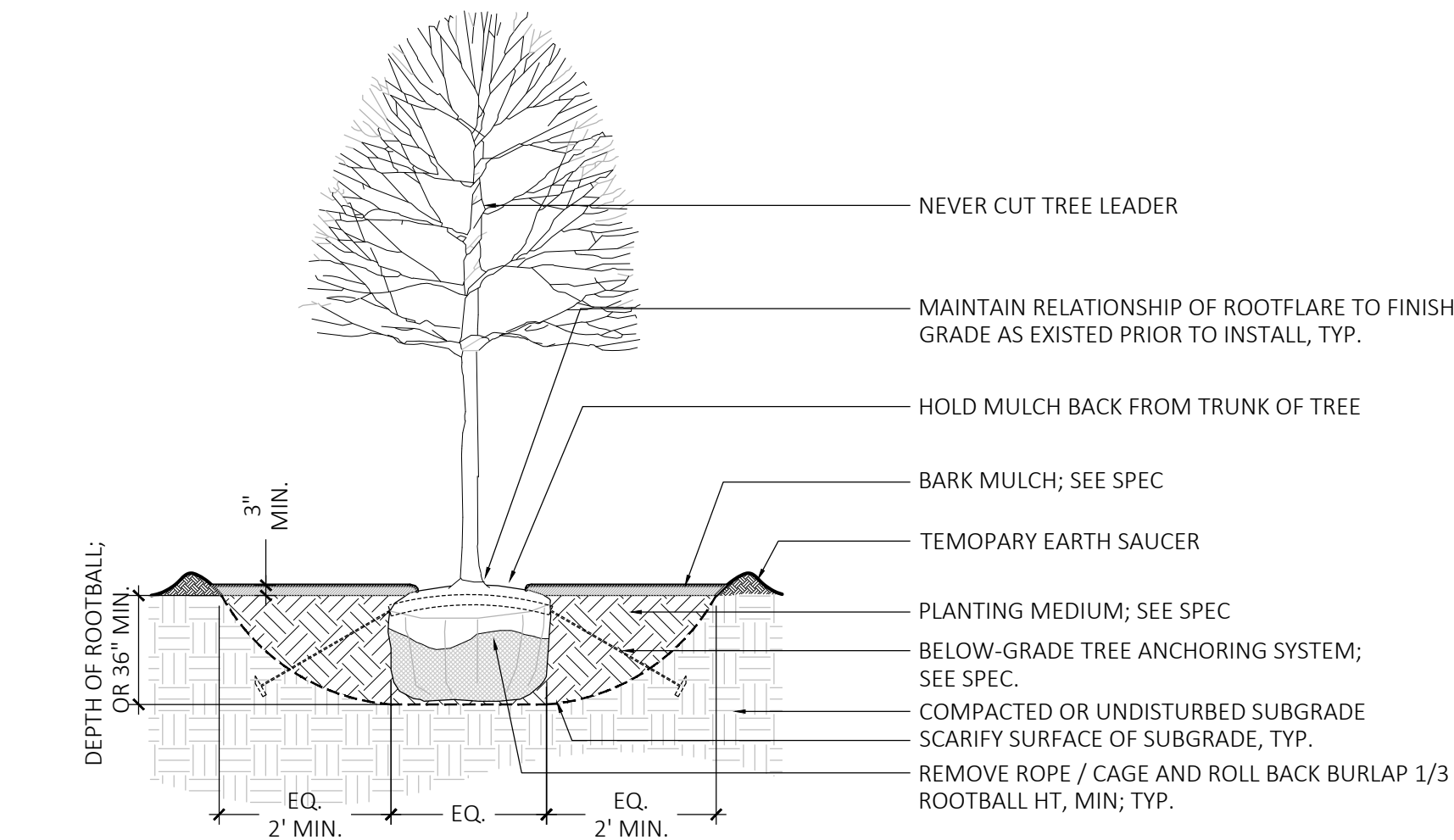
**Seeding Rate:** 20 lb per acre with a cover crop of grain rye at 30 lb per acre

**Seeding Rate:** 20 lb per acre with a cover crop of grain rye at 30 lb per acre

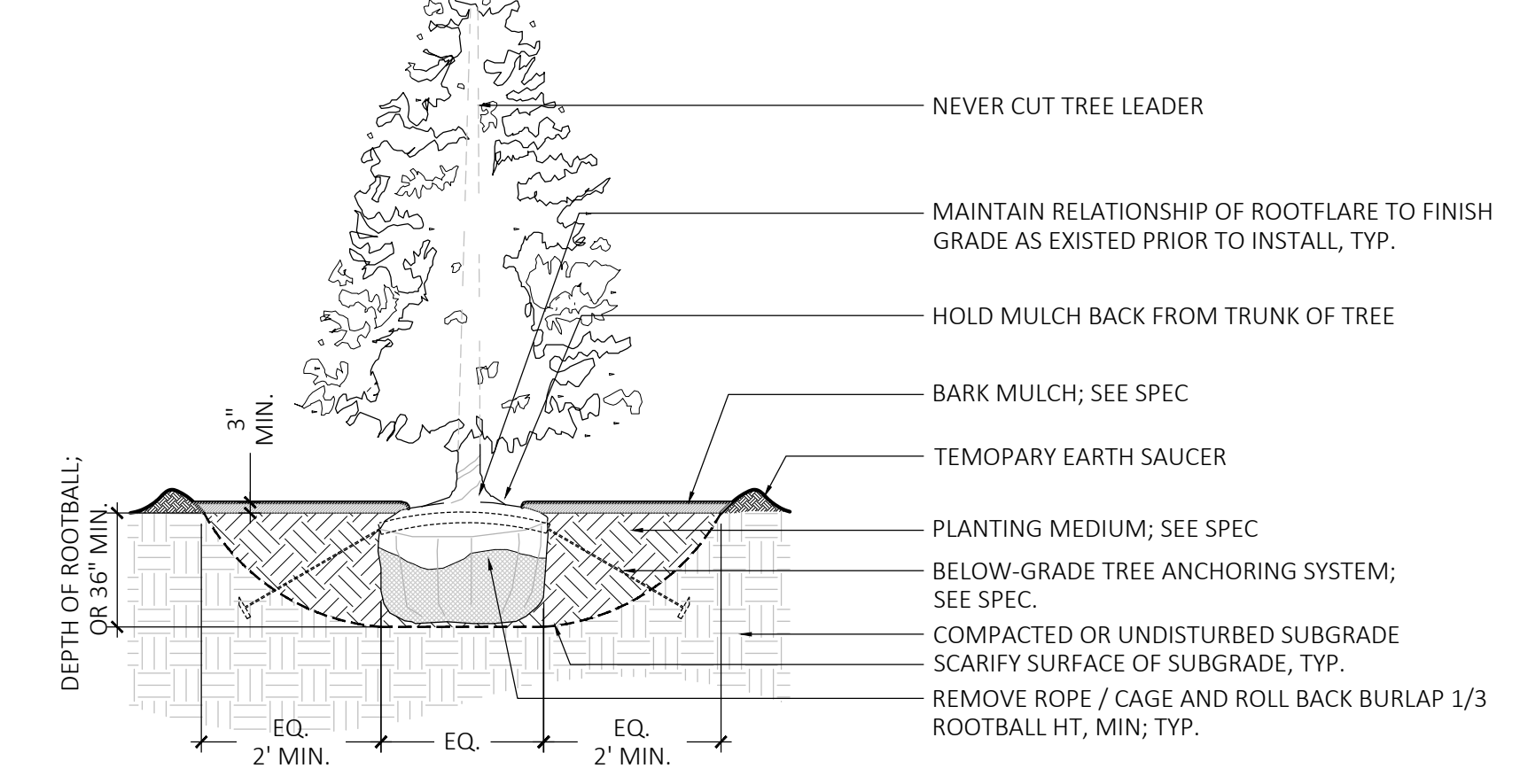
Uplands & Meadows

The native perennial forbs and grasses provide food and cover for rain garden biodiversity. Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.

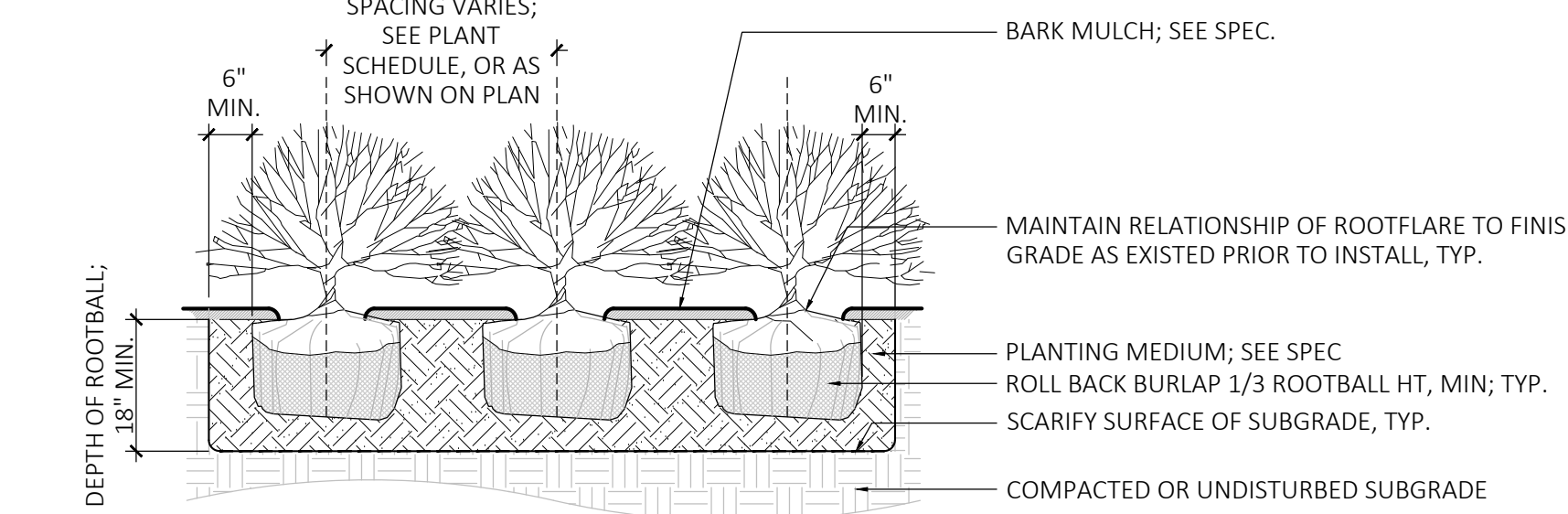
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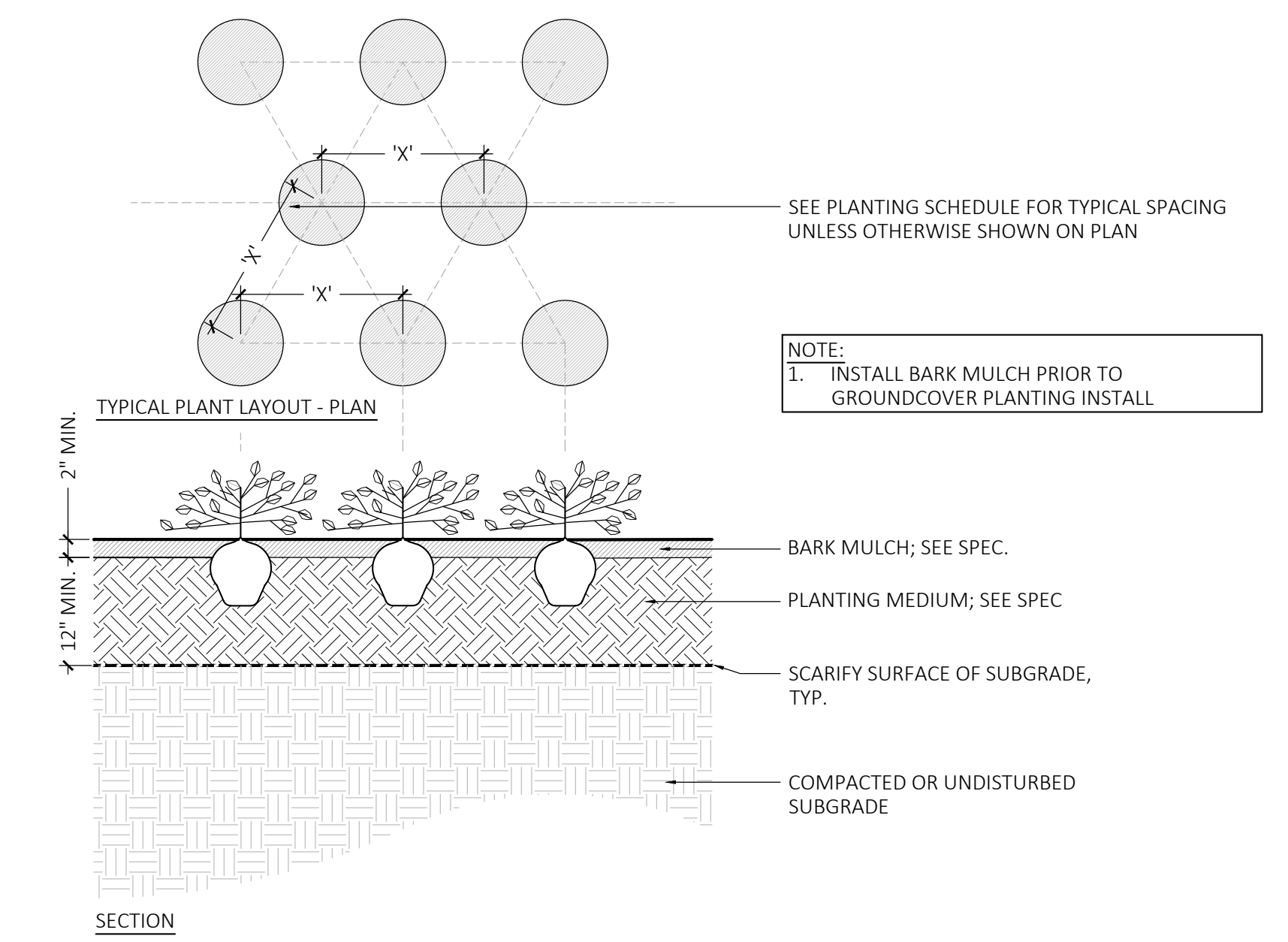
1 DECIDUOUS TREE PLANTING  
SCALE:  $\frac{3}{8}$ " = 1'-0"



2 EVERGREEN TREE PLANTING  
SCALE:  $\frac{3}{8}$ " = 1'-0"



3 SHRUB PLANTING  
SCALE:  $\frac{3}{8}$ " = 1'-0"



4 GROUNDCOVER PLANTING  
SCALE:  $\frac{3}{4}$ " = 1'-0"

7 SEED MIX 1 - NATIVE STEEP SLOPES (SPRING)  
SCALE: N.T.S.

6 SEED MIX 1 - NATIVE STEEP SLOPES (FALL)  
SCALE: N.T.S.


5 SEED MIX 2 - RAIN GARDEN MIX  
SCALE: N.T.S.

PLANT SCHEDULE PALETTE				
SYM	LATIN NAME	COMMON NAME	SIZE	NOTES
SHADE TREES				
AR	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
ARG	ACER RUBRUM 'JFS-KW78'	ARMSTRONG GOLD MAPLE	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
AS	ACER SACCCHARUM	SUGAR MAPLE	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
CFF	CARPINUS 'FRANS FONTAINE'	FRANS FONTAINE HORNBEAM	3"-3.5" CAL	B&B; BRANCH TO GROUND
GT	GLEDITSIA TRIACANTHOS	HONEY LOCUST	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
QC	QUERCUS COCCINEA	SCARLET OAK	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
QG	QUERCUS PALUSTRIS 'GREEN PILLAR'	GREEN PILLAR PIN OAK	3"-3.5" CAL	B&B, BRANCH TO GROUND
QP	QUERCUS PALUSTRIS	PIN OAK	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
NS	NYSSA SYLVATICA	BLACK TUPELO	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
PH	PLATANUS HYBRIDA	LONDON PLANE TREE	3"-3.5" CAL	B&B, 6' CLEAR BRANCHING
ORNAMENTAL TREES				
AG	AMELANCHIER 'AUTUMN BRILLIANCE'	SERVICEBERRY	7' TALL	B&B, MULTI-STEM
BN	BETULA NIGRA 'HERITAGE'	RIVER BIRCH	10' TALL	B&B, MULTI-STEM
CF	CORNUS FLORIDA	FLOWERING DOGWOOD	6' TALL	B&B, SPECIMEN
MS	MAGNOLIA STELLATA	STAR MAGNOLIA	6' TALL	B&B, SPECIMEN
EVERGREEN TREES				
JV	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	8'-9' TALL	B&B
PA	PICEA ABIES	NORWAY SPRUCE	8'-9' TALL	B&B
PS	PINUS STROBUS	EASTERN WHITE PINE	8'-9' TALL	B&B
SEED MIX				
	ERNST SEEDS 800-873-3321	ERNST MIX (ERNMX-181-1 & 181-2) SEED MIX 1-NATIVE STEEP SLOPE MIX	75 LB/ACRE	APPLY COVER CROP: FALL: GRAIN RYE, SPRING: OAT; SEE SPEC SHEET
	ERNST SEEDS 800-873-3321	ERNST MIX (ERNMX-180) SEED MIX 2 - RAIN GARDEN MIX	20 LB/ACRE	APPLY COVER CROP OF GRAIN RYE; SEE SPEC SHEET

- NOTE:
- TREE LOCATIONS AND QUANTITIES AS SHOWN, MEET THE 1 TREE PER 10 PARKING SPACES RATIO REQUIREMENT FOR LOTS OVER 20 SPACES, AS OUTLINED IN THE FRANKLIN ZONING BYLAWS
  - ALL PROPOSED PLANTINGS ARE SELECTED FROM FRANKLIN'S BEST DEVELOPMENT PRACTICES GUIDEBOOK (\$185-31.C.K)

SYM	LATIN NAME	COMMON NAME	SIZE	NOTES
SHRUB PALETTE				
FG	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	3 GALLON	48" O.C. B&B
HQ	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	3 GALLON	48" O.C. B&B
IG	ILEX GLABRA	INKBERRY	3 GALLON	48" O.C. B&B
IV	ILEX VERTICILLATA	WINTERBERRY	3 GALLON	48" O.C. B&B
RG	RHUS AROMATICA 'GRO LOW'	GRO LOW SUMAC	3 GALLON	48" O.C. B&B
TM	TAXUS X MEDIA 'HICKSII'	HICKS YEW	3 GALLON	48" O.C. B&B
PERENNIALS & ORNAMENTAL GRASSES				
AC	ASTILBE CHINENSIS PURPURKERZE	ASTILBE	1 GAL	24" O.C. CONTAINER
EP	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL	18" O.C. CONTAINER
PA	PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	1 GAL	24" O.C. CONTAINER
PL	PEROVSKIA A. 'LITTLE SPIRE'	LITTLE SPIRE RUSSIAN SAGE	1 GAL	18" O.C. CONTAINER
PV	PANICUM VIRGATUM 'SHENANDOAH'	SWITCH GRASS	1 GAL	30" O.C. CONTAINER
RF	RUDBECKIA FULGIDA 'GOLDSTURM'	BLACK EYE SUSAN	1 GAL	18" O.C. CONTAINER
SS	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	1 GAL	30" O.C. CONTAINER

8 PLANT SCHEDULE  
SCALE: N.T.S.




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GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP



REV. NO.	DATE	DESCRIPTION

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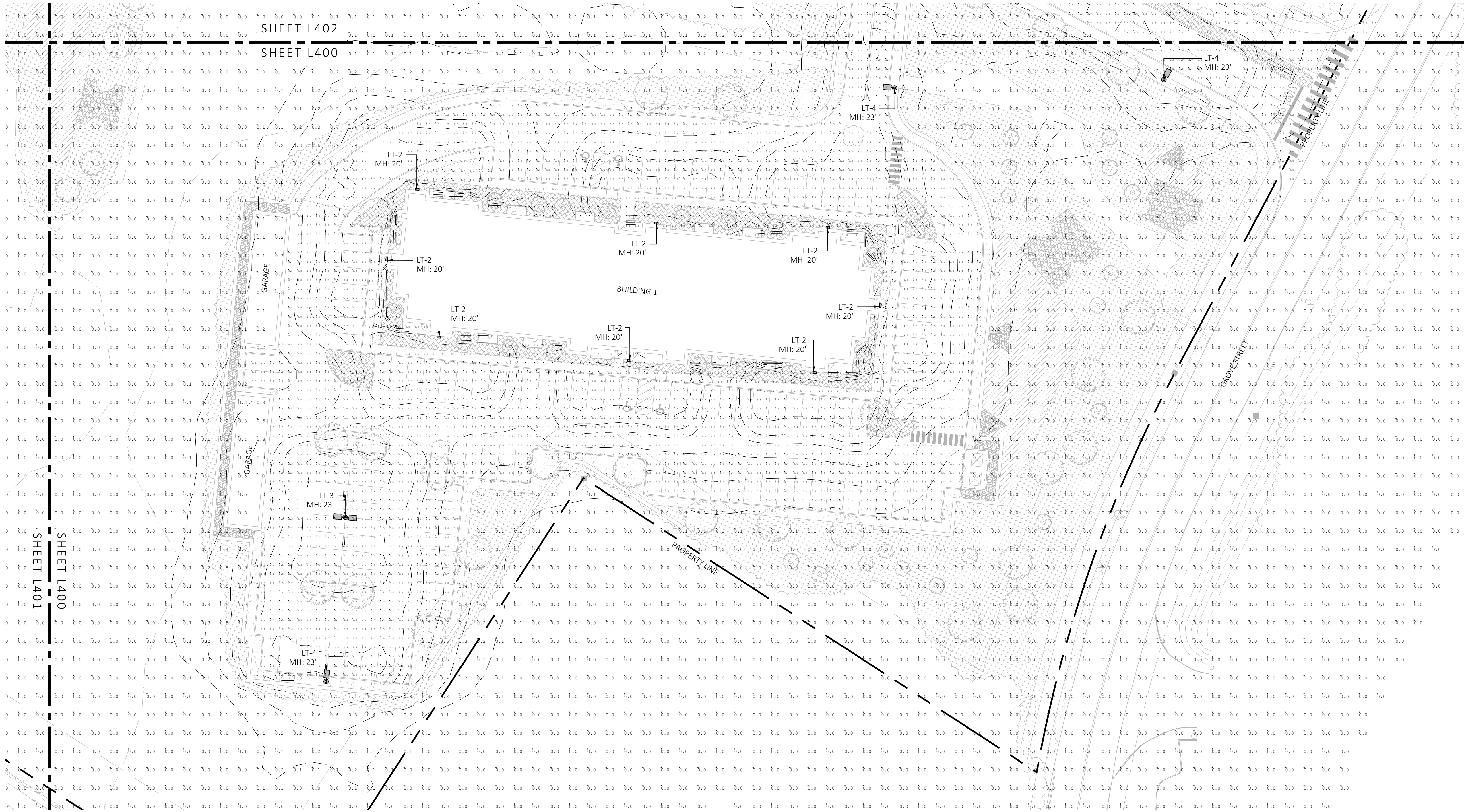
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SCALE:  
AS NOTED  
DATE:  
10/30/23

L300

SHEET 10 OF 14

plot date: 10/30/2023





# 1 LANDSCAPE PHOTOMETRIC PLAN

SCALE: 1" = 30'-0"



0 15 30 60  
SCALE IN FEET

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens
	11	LT-1	Single	0.900	1430
	44	LT-2	Single	1.000	15440
	1	LT-3	Back-Back	0.900	15440
	21	LT-4	Single	0.900	15440

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
LNADSCAPE AREA 1	Illuminance	Fc	2.99	5.4	0.0	N.A.	N.A.
LNADSCAPE AREA 2	Illuminance	Fc	2.47	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 3	Illuminance	Fc	2.74	5.4	0.0	N.A.	N.A.
LNADSCAPE AREA 4	Illuminance	Fc	2.61	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 5	Illuminance	Fc	3.15	6.9	0.0	N.A.	N.A.
PARKING AND ROADWAYS	Illuminance	Fc	1.82	9.5	0.0	N.A.	N.A.
SPILL LIGHT	Illuminance	Fc	0.16	32.6	0.0	N.A.	N.A.

NOTE: MH = MOUNTING HEIGHT

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PHOTOMETRIC  
PLAN


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SCALE:  
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DATE:  
10/30/23

L400

SHEET 11 OF 14

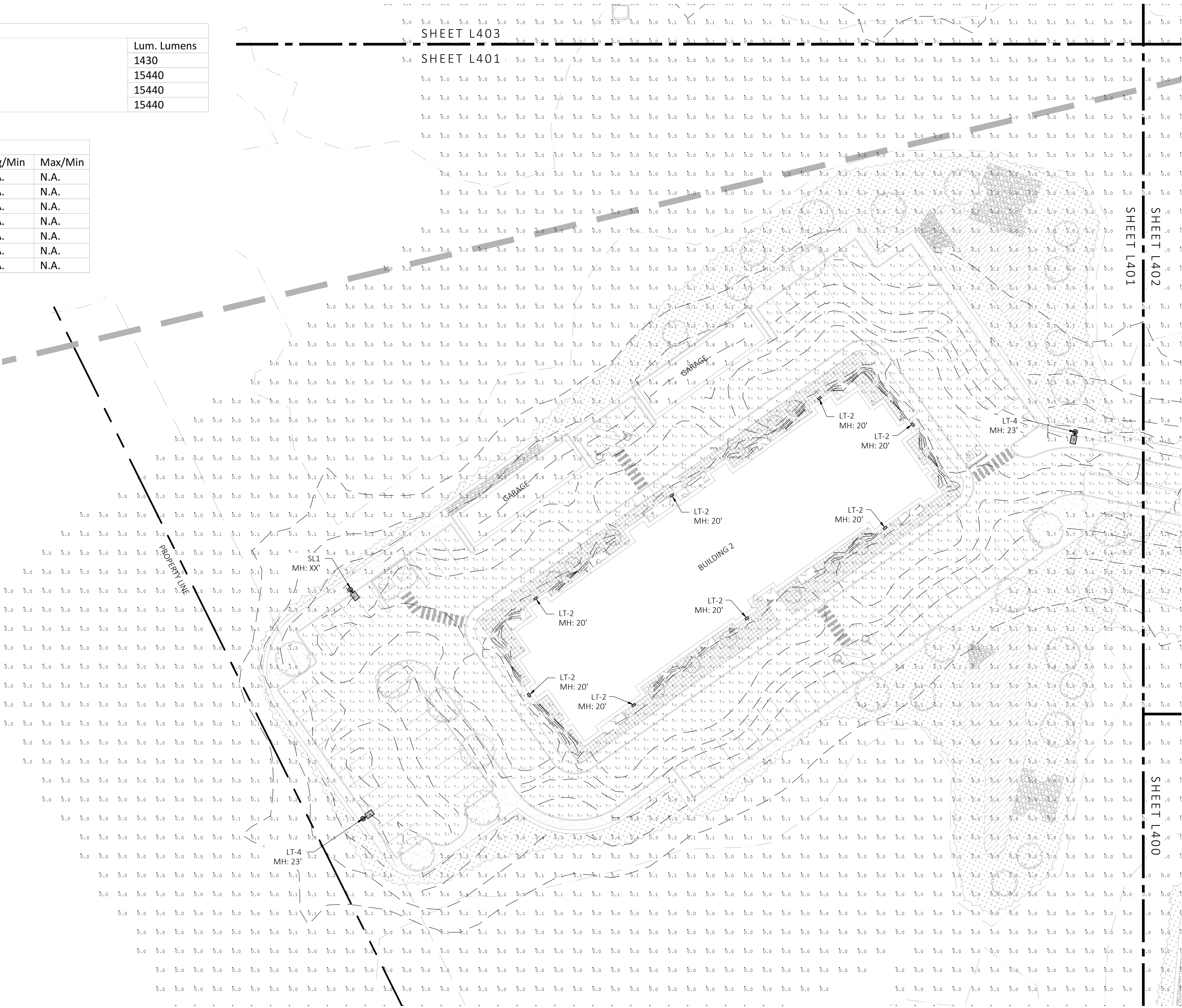
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	1	LT-3	Back-Back	0.900	15440
	21	LT-4	Single	0.900	15440

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
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LNADSCAPE AREA 2	Illuminance	Fc	2.47	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 3	Illuminance	Fc	2.74	5.4	0.0	N.A.	N.A.
LNADSCAPE AREA 4	Illuminance	Fc	2.61	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 5	Illuminance	Fc	3.15	6.9	0.0	N.A.	N.A.
PARKING AND ROADWAYS	Illuminance	Fc	1.82	9.5	0.0	N.A.	N.A.
SPILL LIGHT	Illuminance	Fc	0.16	32.6	0.0	N.A.	N.A.

NOTE: MH = MOUNTING HEIGHT



1 LANDSCAPE PHOTOMETRIC PLAN  
SCALE: 1" = 30'-0"



MDLA

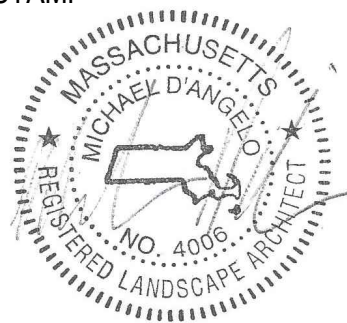
MICHAEL D'ANGELO landscape architecture

MICHAEL D'ANGELO  
LANDSCAPE ARCHITECTURE LLC

840 SUMMER STREET  
SUITE 203A  
BOSTON, MA 02127  
T. 203.592.4788  
www.m-d-a.com

GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP



REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

LANDSCAPE  
PHOTOMETRIC  
PLAN

DRAWN:  
NC, AA

CHECKED:  
NC

SCALE:  
AS NOTED

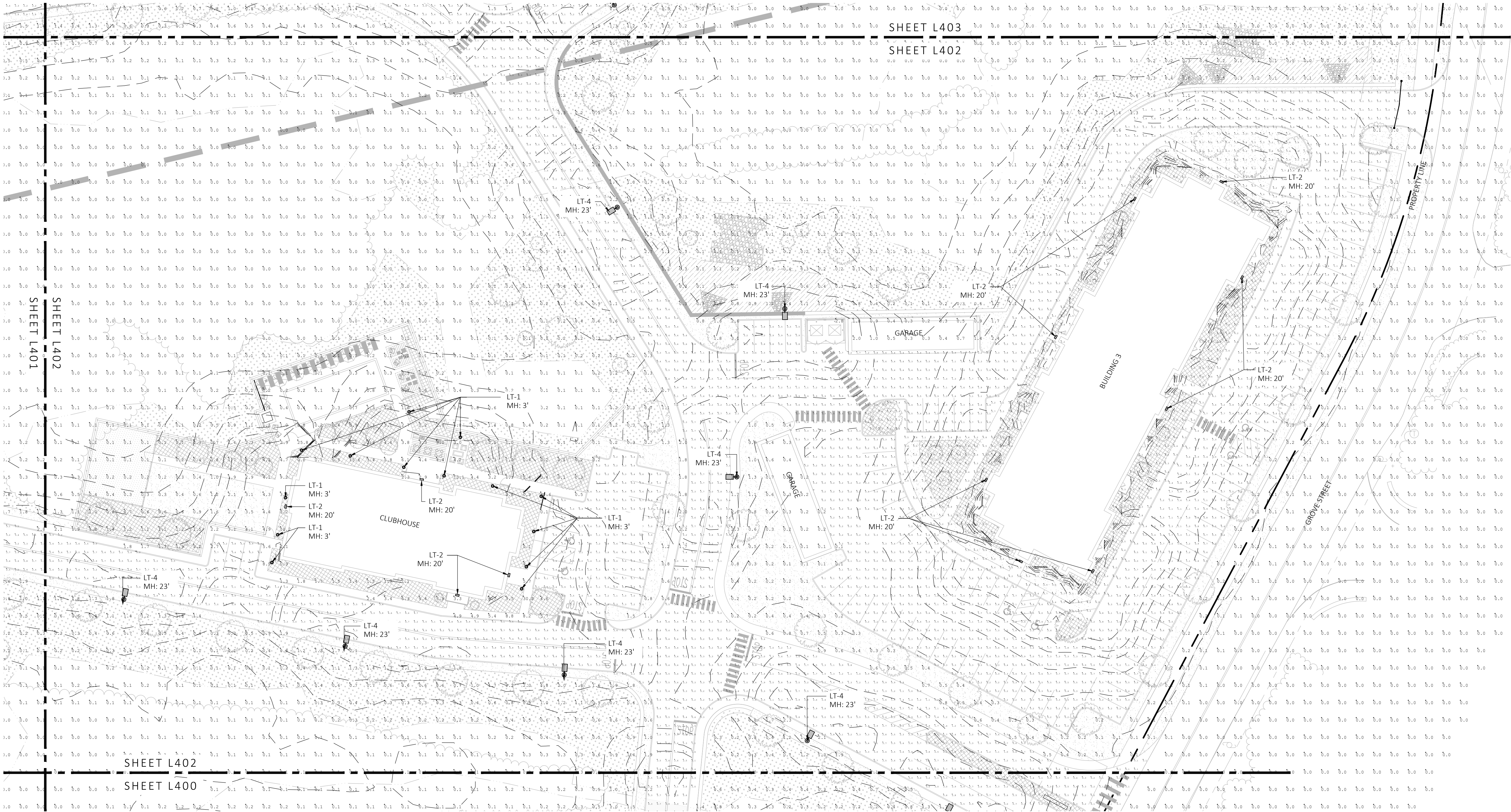
DATE:  
10/30/23

L401

SHEET 12 OF 14

plot date: 10/30/2023





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	44	LT-2	Single	1.000	15440	
	1	LT-3	Back-Back	0.900	15440	
	21	LT-4	Single	0.900	15440	

Calculation Summary							
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LNADSCAPE AREA 2	Illuminance	Fc	2.47	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 3	Illuminance	Fc	2.74	5.4	0.0	N.A.	N.A.
LNADSCAPE AREA 4	Illuminance	Fc	2.61	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 5	Illuminance	Fc	3.15	6.9	0.0	N.A.	N.A.
PARKING AND ROADWAYS	Illuminance	Fc	1.82	9.5	0.0	N.A.	N.A.
SPILL LIGHT	Illuminance	Fc	0.16	32.6	0.0	N.A.	N.A.

NOTE: MH = MOUNTING HEIGHT

MDLA


MICHAEL D'ANGELO landscape architecture

MICHAEL D'ANGELO  
LANDSCAPE ARCHITECTURE, LLC

840 SUMMER STREET  
SUITE 201A  
BOSTON, MA 02127  
T. 203.592.4788  
www.m-d-la.com

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FRANKLIN, MA

STAMP



REV. NO.	DATE	DESCRIPTION

NOT FOR  
CONSTRUCTION

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PHOTOMETRIC  
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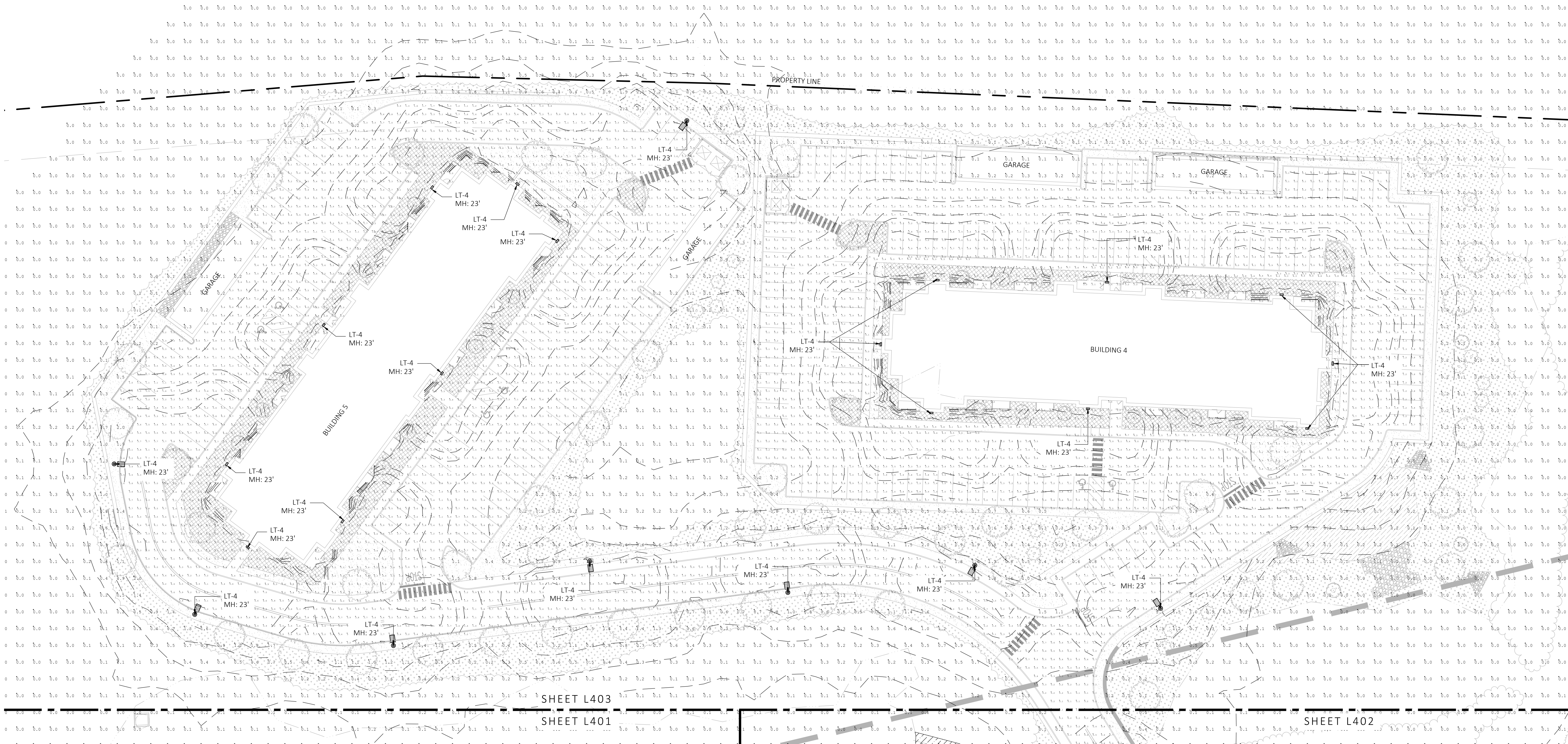
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SCALE:  
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DATE:  
10/30/23

L402

SHEET 13 OF 14

plot date: 10/30/2023





1 LANDSCAPE PHOTOMETRIC PLAN  
SCALE: 1" = 30'-0"



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	44	LT-2	Single	1.000	15440	
	1	LT-3	Back-Back	0.900	15440	
	21	LT-4	Single	0.900	15440	

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
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LNADSCAPE AREA 2	Illuminance	Fc	2.47	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 3	Illuminance	Fc	2.74	5.4	0.0	N.A.	N.A.
LNADSCAPE AREA 4	Illuminance	Fc	2.61	4.9	0.0	N.A.	N.A.
LNADSCAPE AREA 5	Illuminance	Fc	3.15	6.9	0.0	N.A.	N.A.
PARKING AND ROADWAYS	Illuminance	Fc	1.82	9.5	0.0	N.A.	N.A.
SPILL LIGHT	Illuminance	Fc	0.16	32.6	0.0	N.A.	N.A.

NOTE: MH = MOUNTING HEIGHT

MDLA

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SUITE 201A  
BOSTON, MA 02127  
t. 203.592.4788  
www.m-d-a.com

GROVE STREET RESIDENCES  
FRANKLIN, MA

STAMP  
  
REV. NO.    DATE    DESCRIPTION  


NOT FOR  
CONSTRUCTION

LANDSCAPE  
PHOTOMETRIC  
PLAN

DRAWN:  
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DATE:  
10/30/23

L403

SHEET    14    OF 14

plot date: 10/30/2023



Attachment 3

Existing Conditions Report



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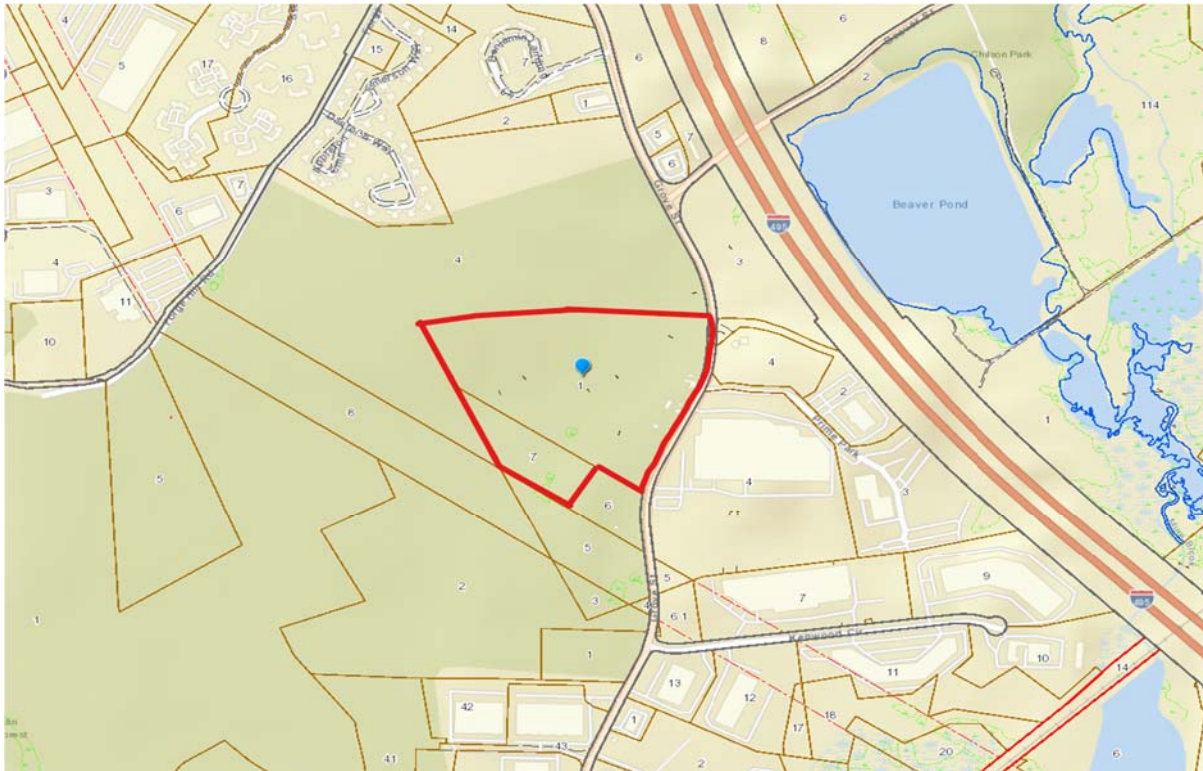
**CIVIL ENGINEERS, SURVEYORS & LAND PLANNERS**

80 Montvale Ave., Suite 201  
Stoneham, MA 02180  
781-279-0180

[www.rjoconnell.com](http://www.rjoconnell.com)

**5.a.ii Report of Existing Conditions**

*A report, together with a plan(s) if applicable, regarding existing site conditions and a summary of conditions in the surrounding areas, showing the location and nature of existing buildings, existing street elevations, traffic patterns and character of open areas, if any, in the neighborhood. The zoning district or districts, if more than one (1) district is involved, shall also be shown on the plan. (If the abutting land is in another district or town, this shall also be shown.), The report(s) and plan(s) shall be signed and stamped by a registered engineer or land surveyor;*



The project site is located at 121 Grove Street and includes Town of Franklin Assessor Parcel ID 295-001-000 (26.49 acres) and 294-007-000 (4.9 acres), totaling 31.4 acres. Grove Street runs along the east side of the site and the property has approximately 1,200 feet of frontage along Grove Street. It is located across the street from the Franklin Oaks Office Park and New England Appliances. To the north and west is the Franklin Town Forest which encompasses a large area of the surrounding land and to the south is a NGRID Electrical substation and overhead power transmission lines. The industrial zoned land to the east includes warehousing, manufacturing, offices, and general commercial type uses.



The property is currently improved with two single family homes and five small outbuildings. A combination of paved and gravel parking areas are located around the buildings and there are three driveways on Grove Street. The majority of the site consists of a mix of open fields, wetlands, and wooded areas. The existing single-family homes are connected to the Town water and sewer in Grove Street. There is a 16" water main and 15" sewer main located in Grove Street along the site frontage.

Grove Street is classified as an urban minor arterial roadway under Town jurisdiction. Grove Street runs in a general north-to-south alignment. Grove Street provides one general-purpose travel lane in each direction separated by a double yellow centerline with exclusive turn lanes provided at some intersections.

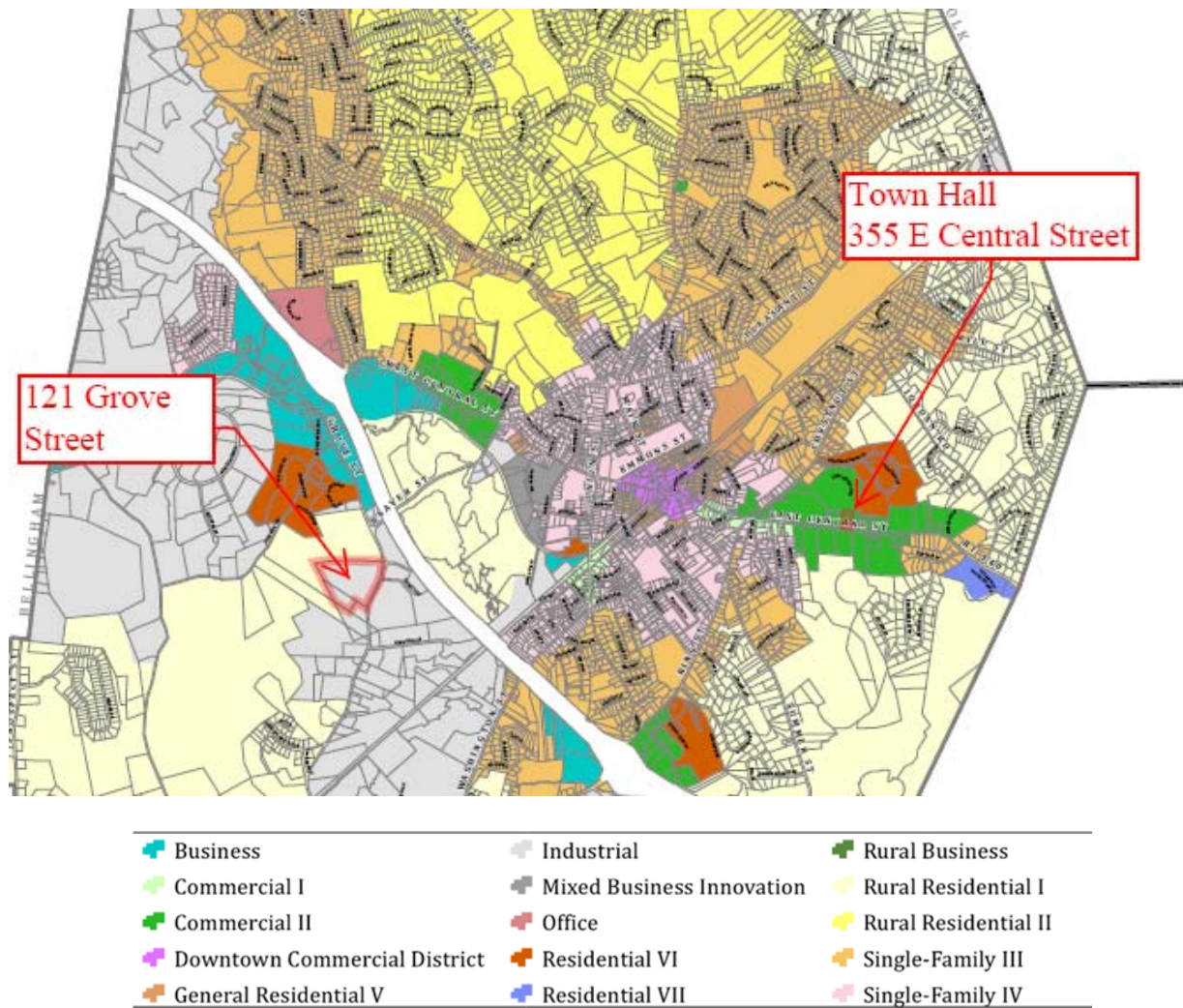
The site is not located in a flood hazard area, it is located in a Zone X, Area of Minimal Flood Hazard, according to the July 17, 2012, FEMA Flood Insurance Rate Map (FIRM) for Norfolk County, Massachusetts, Map Number 25021C0308E.

The topography drops from an elevation of 370 down to elevation 260 from west to east. Grove Street running along the east boundary of the site ranges in elevation from 283 on the south end to elevation 260 at the north end. There are two bordering vegetated wetland areas with associated intermittent streams. They are located in the middle of the site and run from west to east. The wetland systems divide the site into three upland areas. Numerous soil exploration test pits have been completed throughout the site and found that natural, boulder glacial till appears to underly the natural topsoil, subsoil, and natural sands on the eastern portion of the site, and immediately underly the topsoil and subsoil over much of the site to the west. Rock outcroppings visible throughout the site

The site is not located in and Area of Critical Environmental Concern (ACEC) or Outstanding Resource Water (ORW).

The site is located in the Industrial Zoning District with Rural Residential I District abutting the property to the north and west. A small portion of the site in the northeast is located within a Zone II Water Resource District.





An existing conditions survey plan signed and stamped by a registered land surveyor is included with the site plans and shows the property as described.



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Attachment 4

Preliminary Architectural Plans



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CNK ARCHITECTS, INC.



121 GROVE STREET  
FRANKLIN, MA

## Revisions

Job no.:

Issue date:

Sheet info:

- COLOR ELEVATIONS
- FRONT
- END

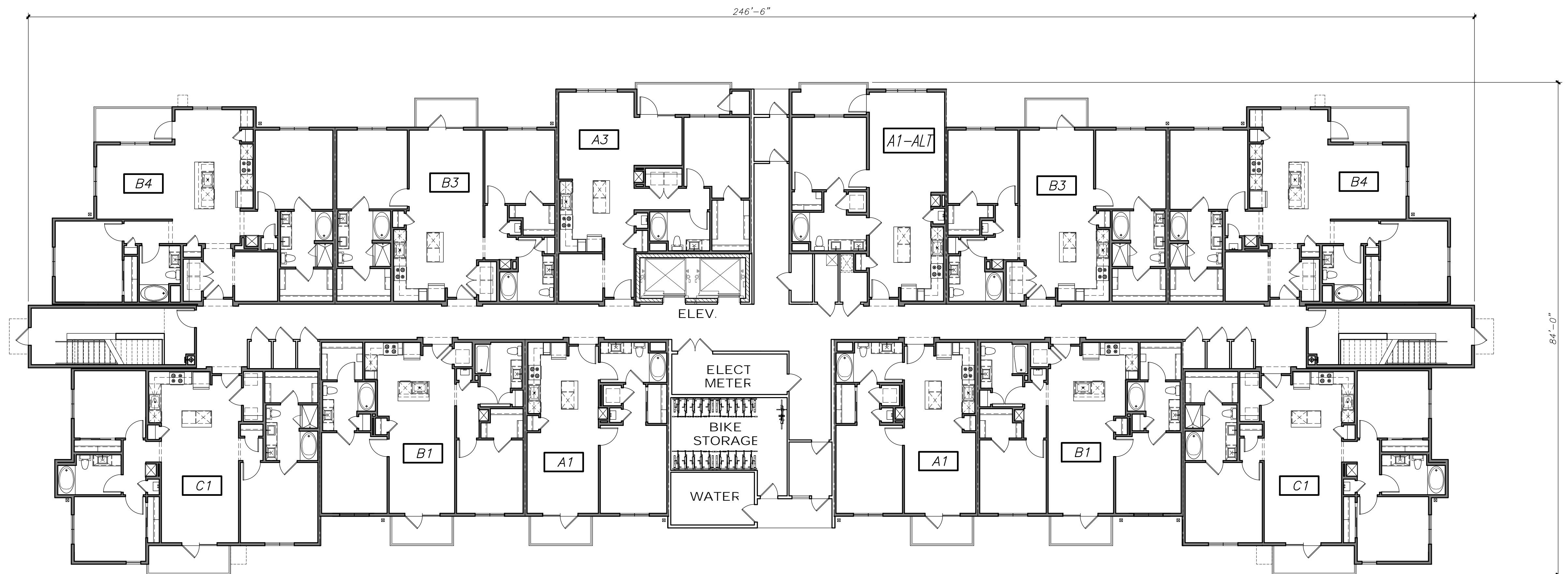
Sheet no.

A-1

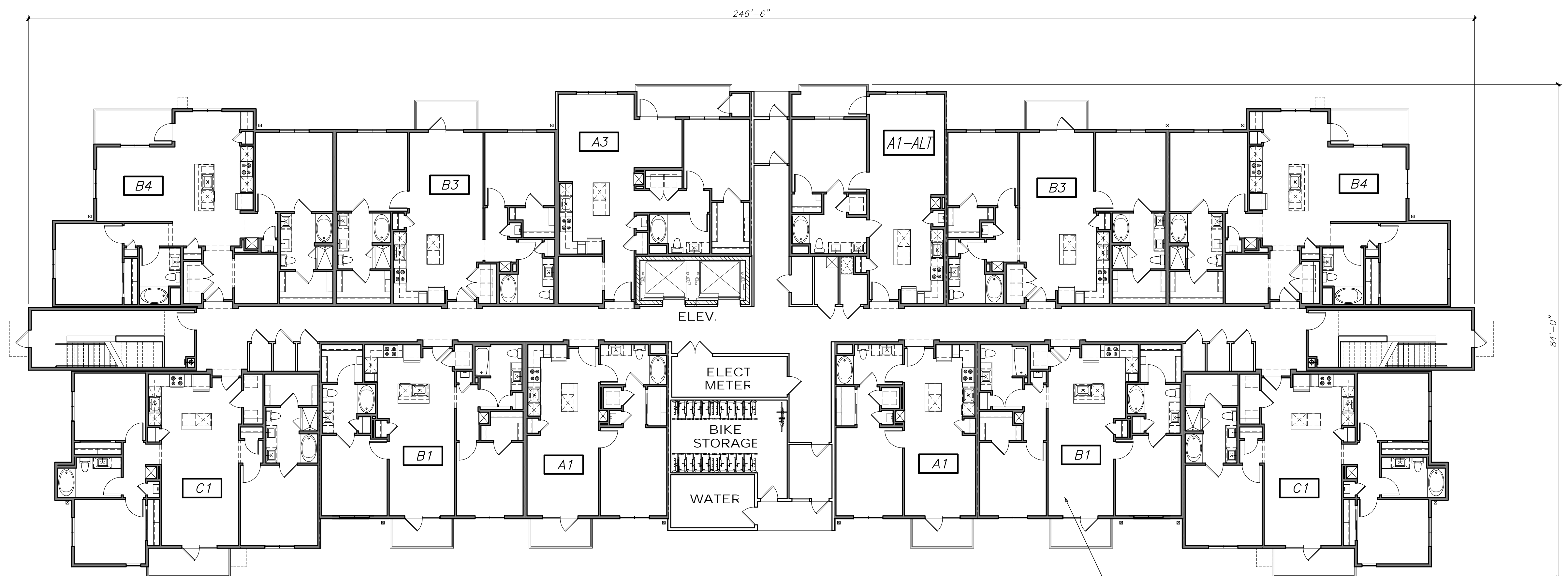


## CONCEPTUAL ELEVATIONS



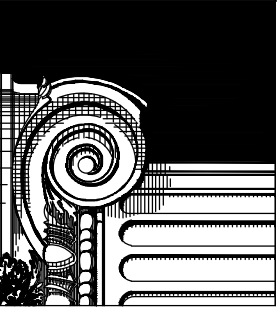


01 BUILDING TYPE - I - 1ST FLOOR PLAN  
SCALE: 3/32" = 1'-0" 5 STORY · BUILDING # 3

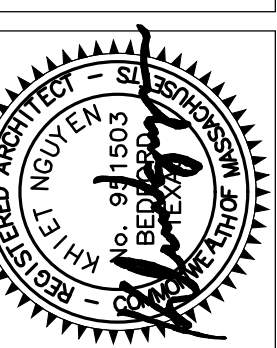


02 BUILDING TYPE - I-B · 1ST FLOOR PLAN  
SCALE:  $\frac{3}{32}'' = 1'-0''$  4 STORIES · BUILDING # 2

— SHADING INDICATES  
BASEMENT AREA



(817) 684-0088  
info@cnkarch.com



121 GROVE STREET  
FRANKLIN, MA

Revisions:

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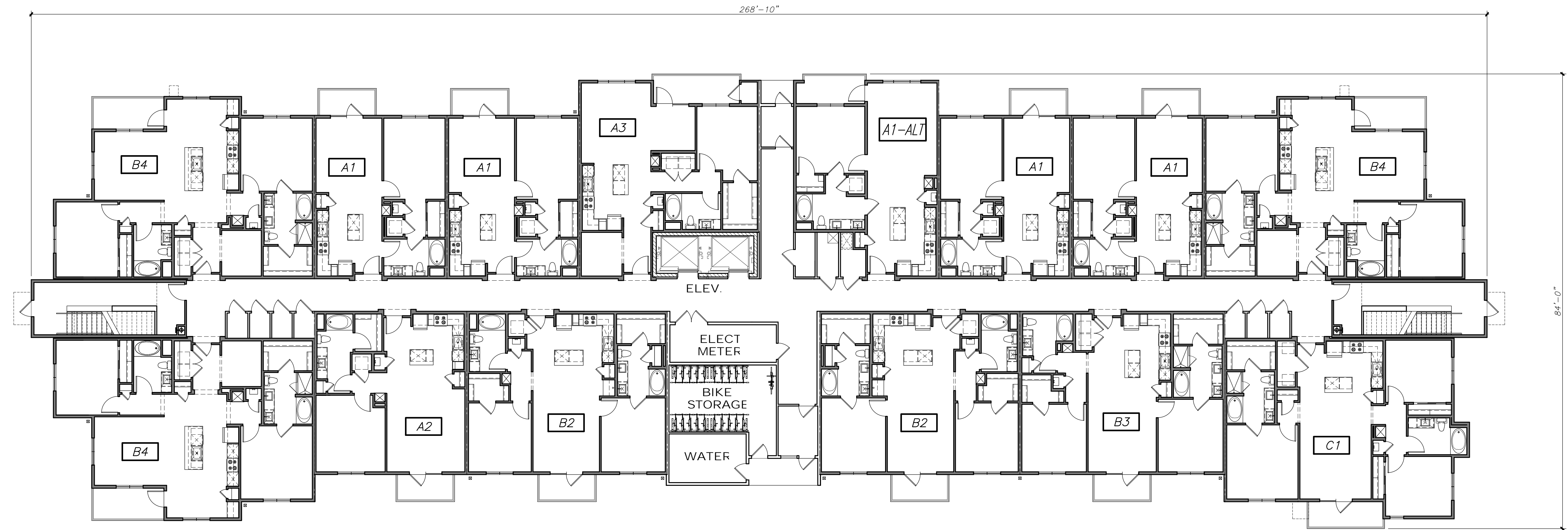
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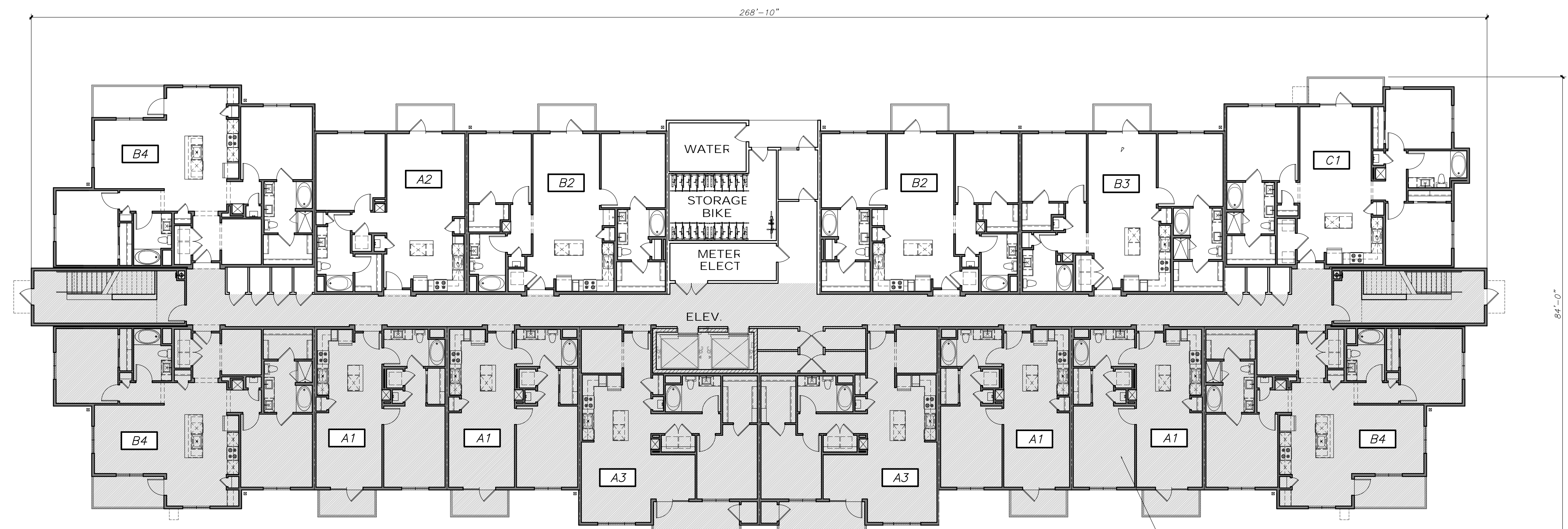
BUILDING FLOOR PLANS  
TYPE: I

Sheet no.





01 BUILDING TYPE - III - 1ST. FLOOR PLAN  
SCALE: 3/32" = 1'-0" 5 STORY - BUILDING # 1, # 4

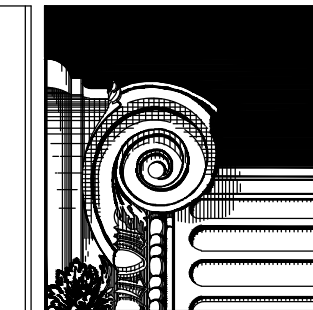
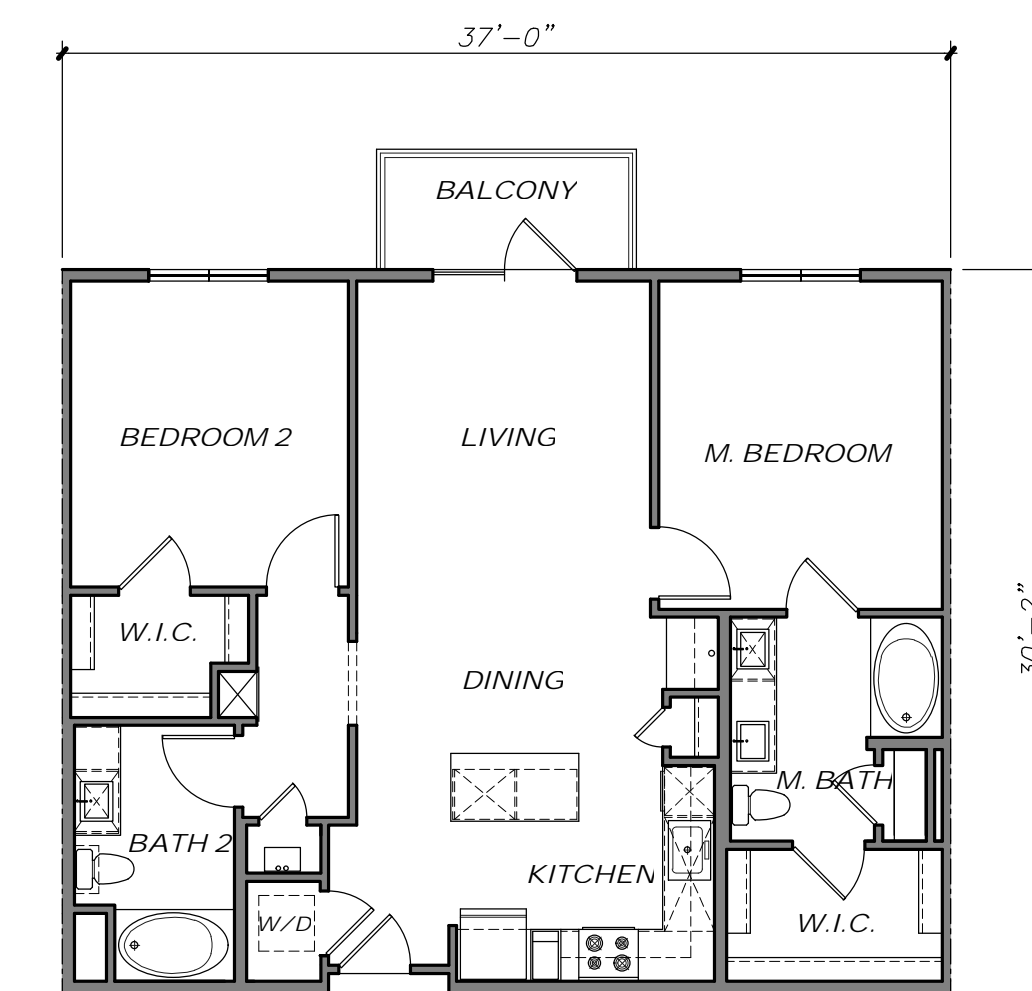
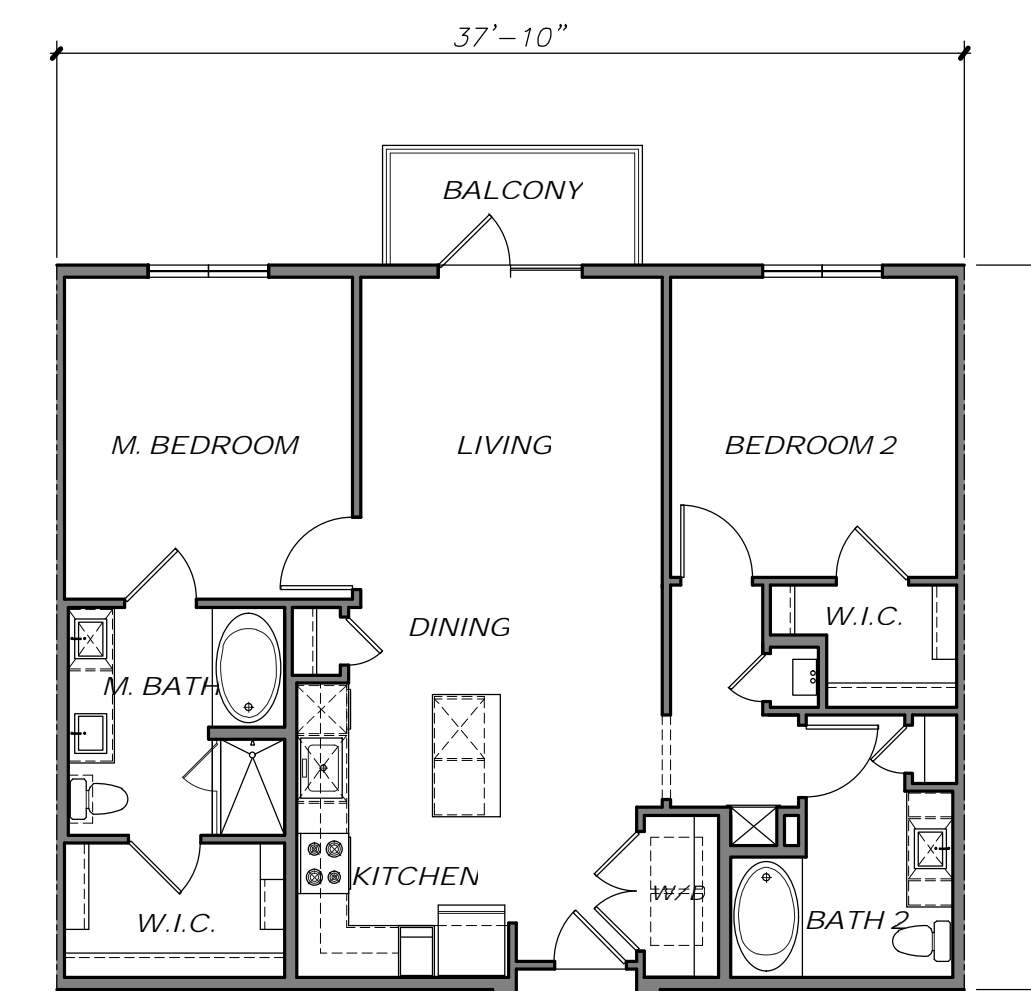
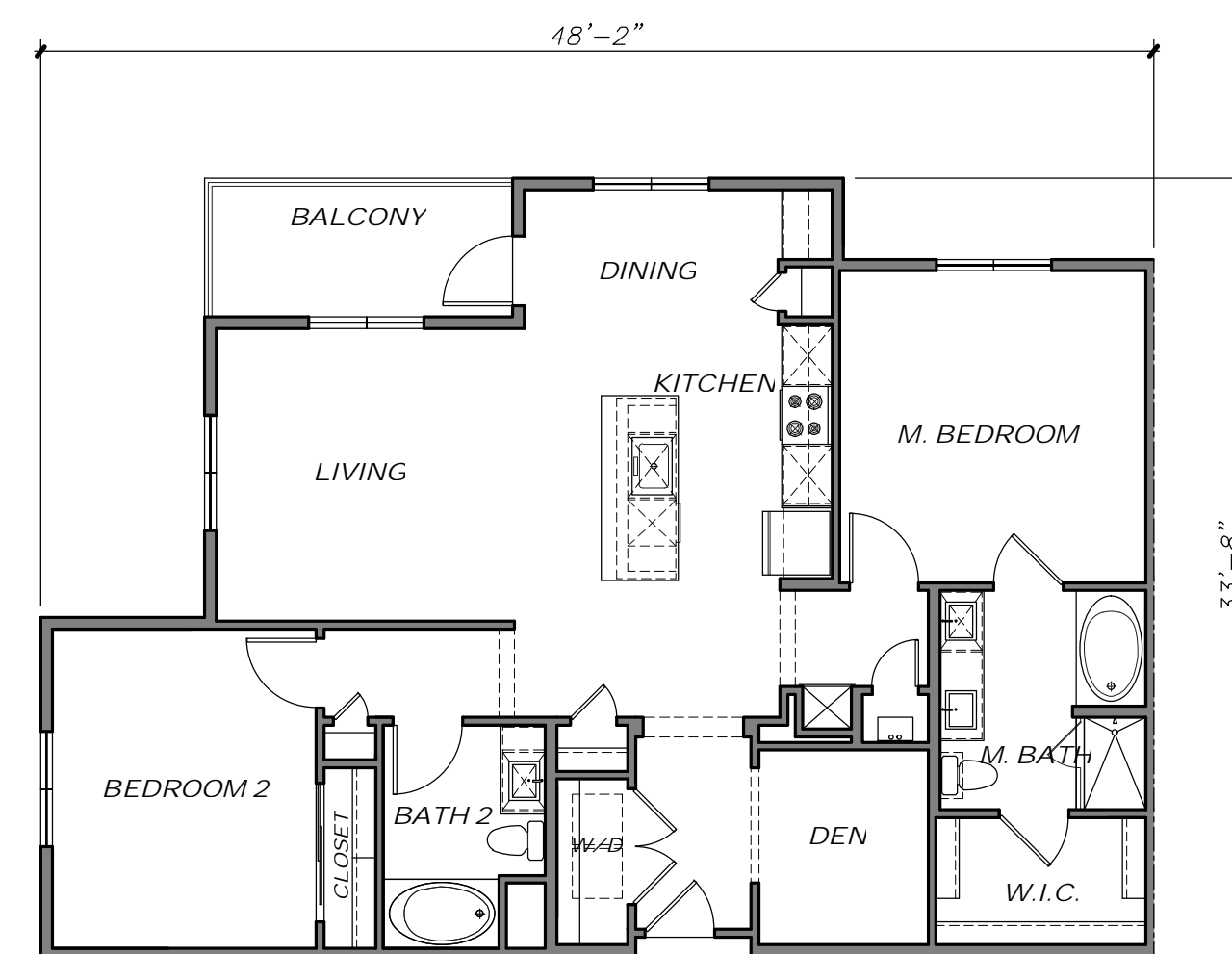
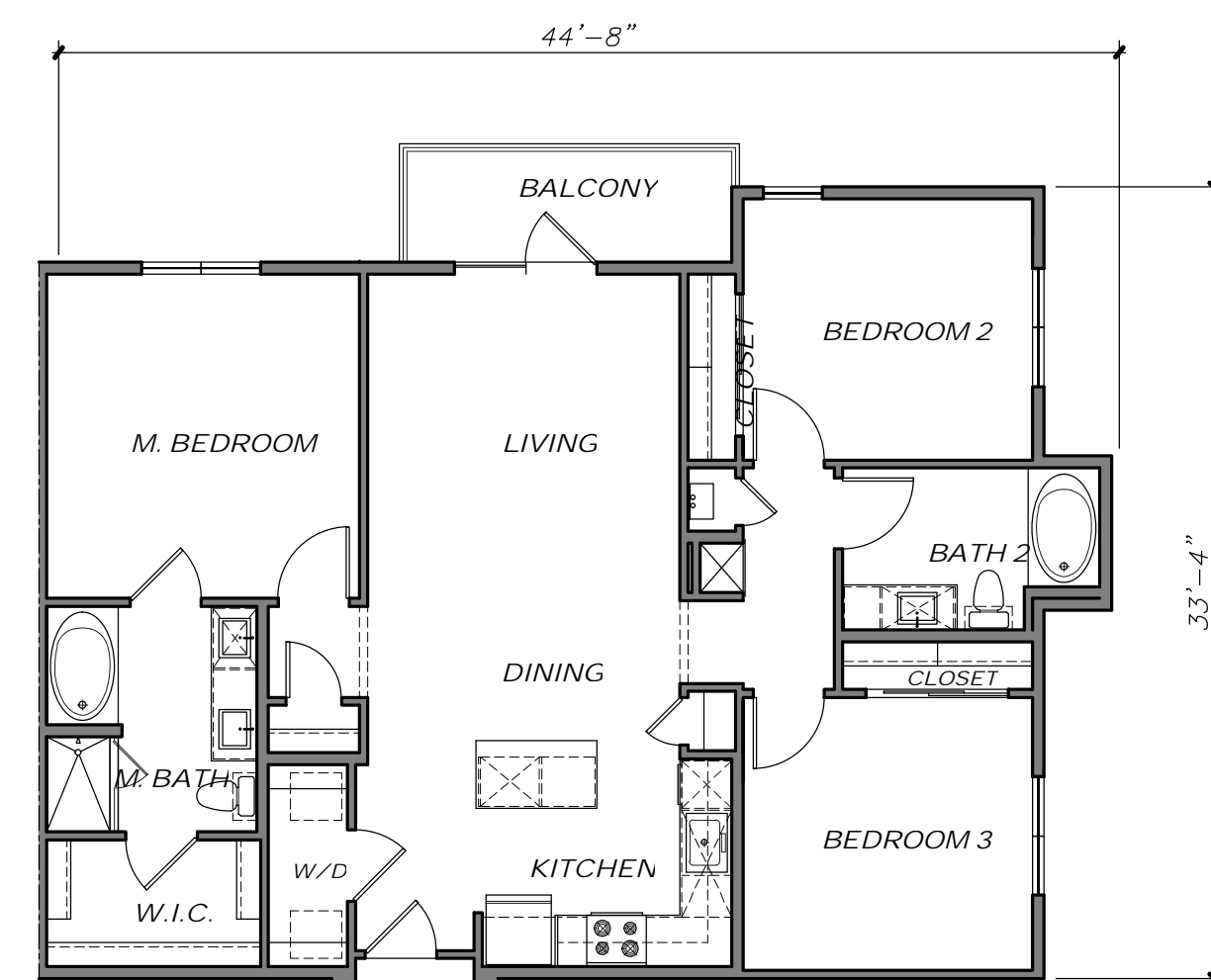
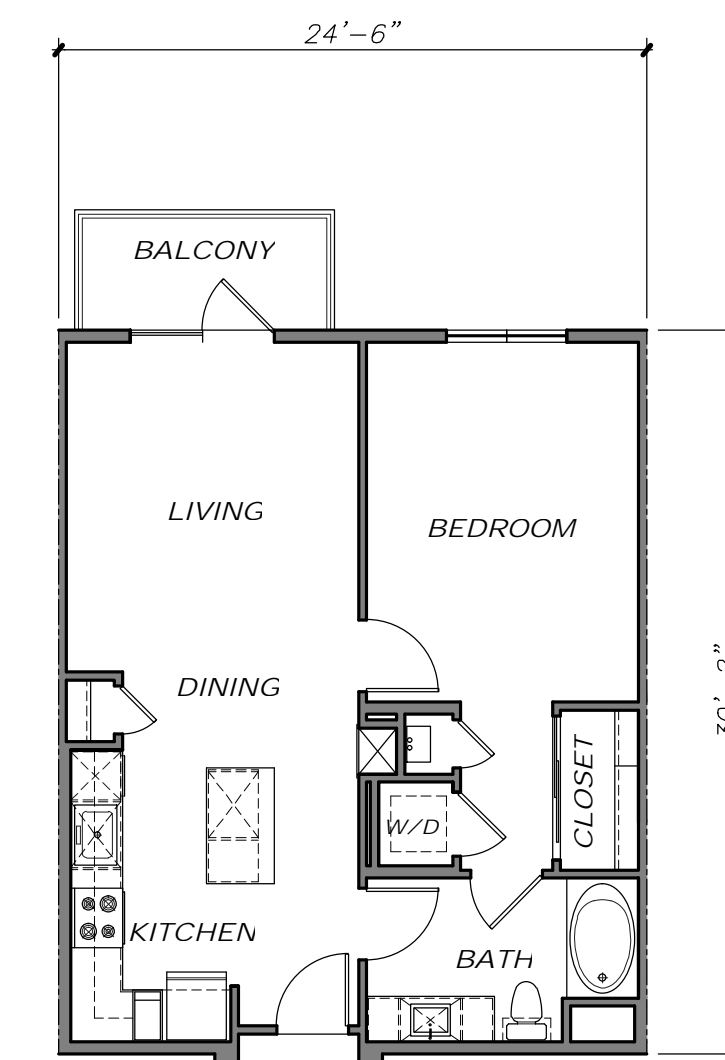
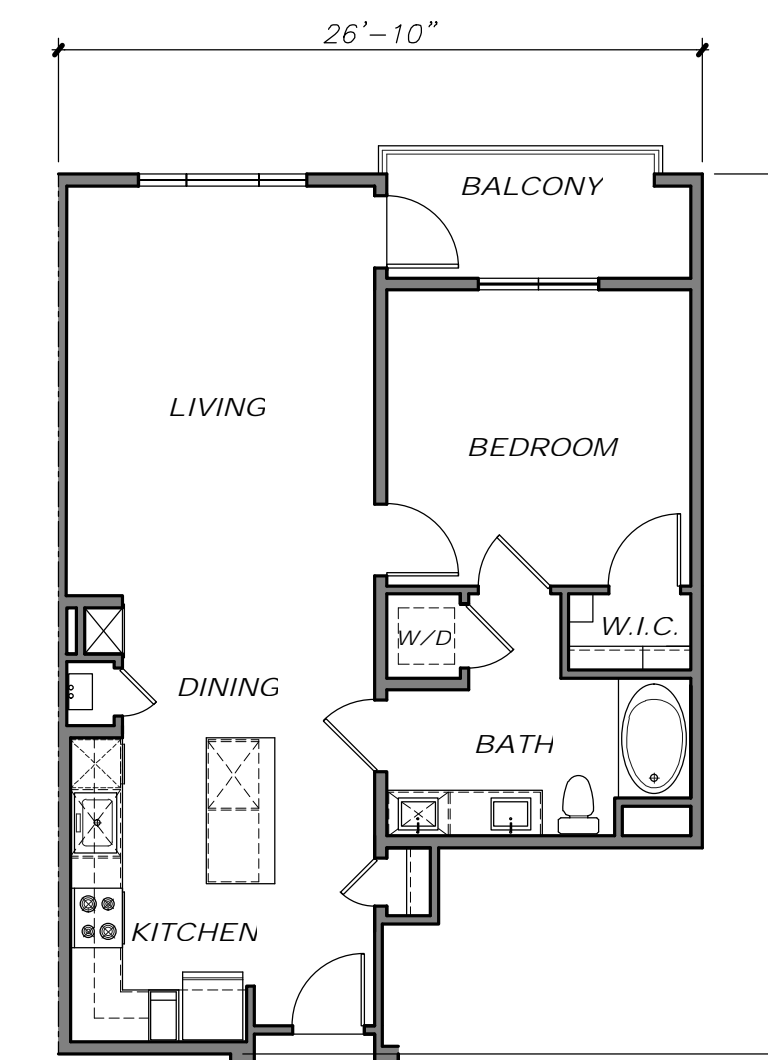
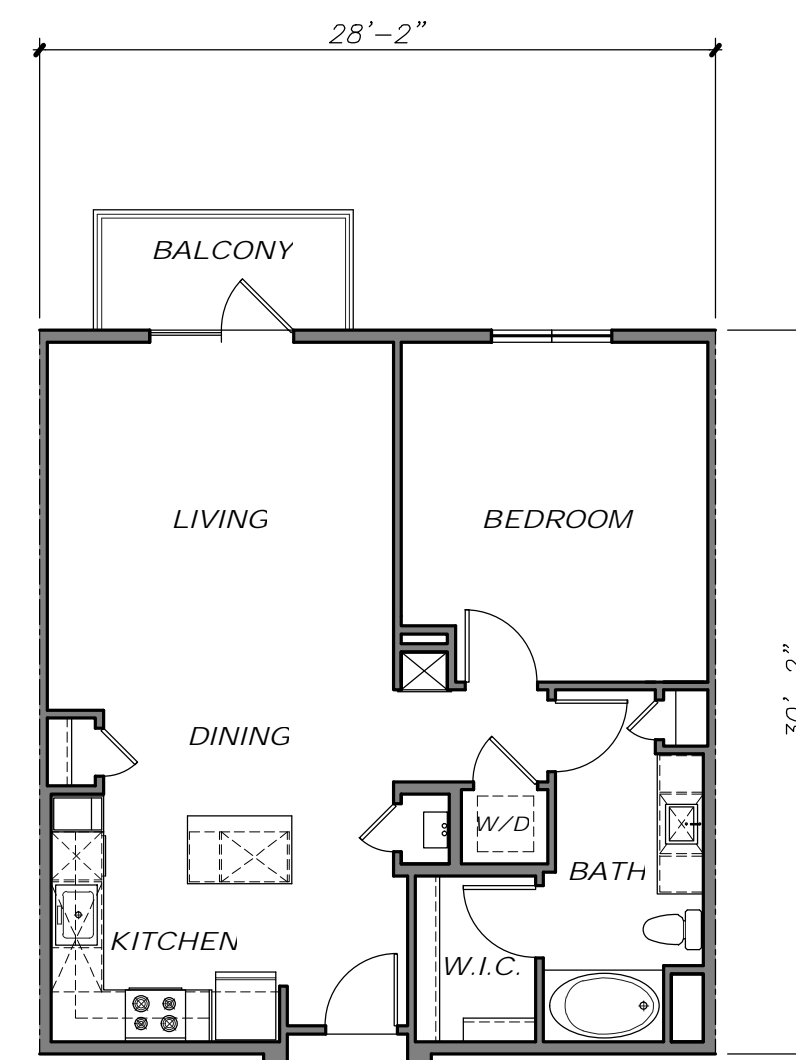
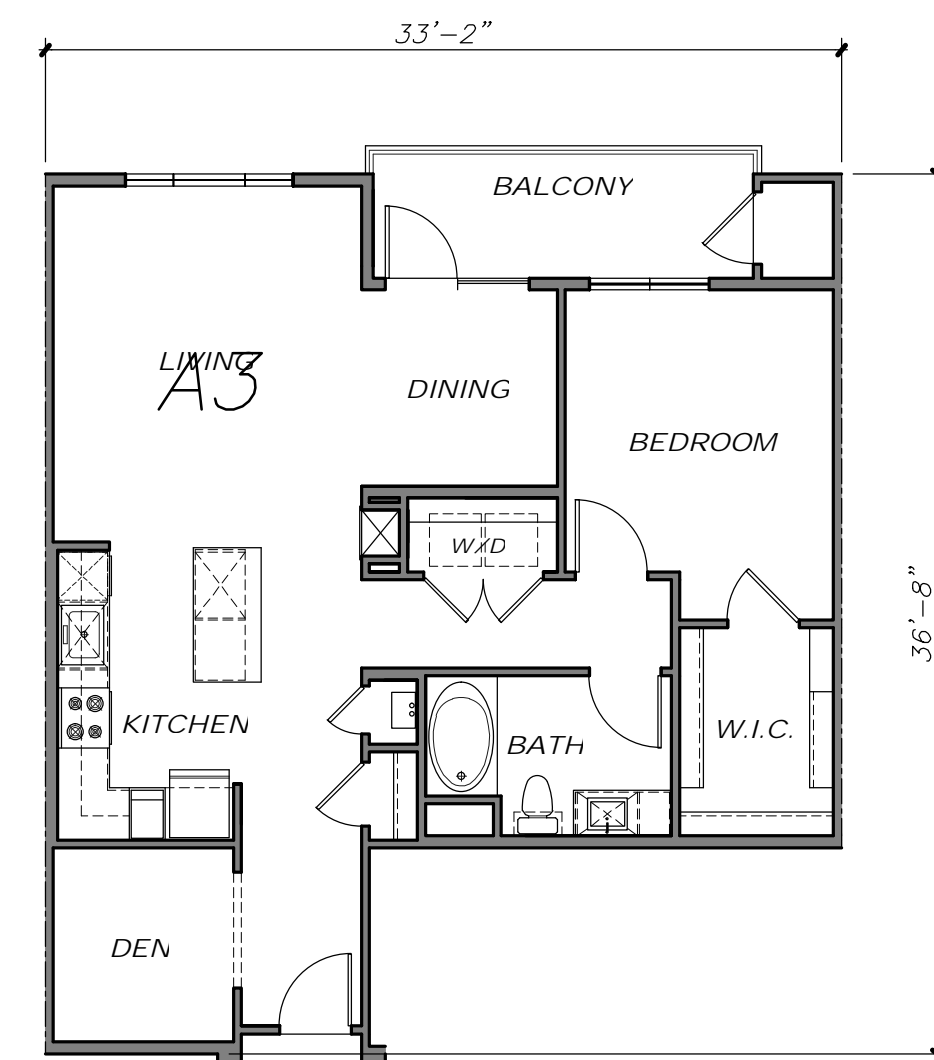
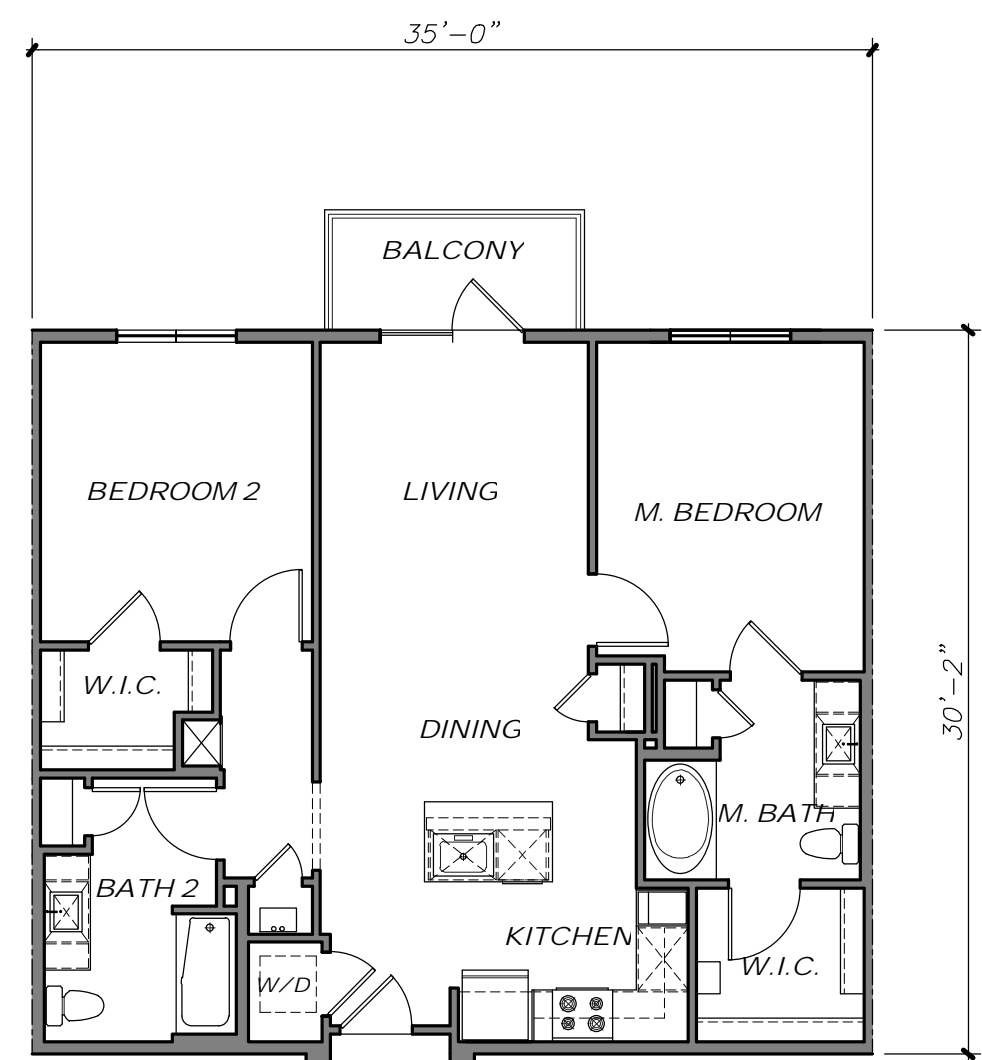


02 BUILDING TYPE - III-B - 1ST. FLOOR PLAN  
SCALE:  $3/32" = 1'-0"$  4 STORIES + BASEMENT · BUILDING # 5

— SHADING INDICATES  
BASEMENT AREA







3301 W. AIRPORT FREEWAY, STE. 220 BEDFORD, TEXAS 76021  
(917) 694-0088 info@cmkarch.com



121 GROVE STREET  
FRANKLIN, MA

## Revisions

Job no.:

Issue date

Sheet info:  
-UNIT PLANS

Sheet no.

A-4

## CONCEPTUAL UNIT FLOOR PLANS







Attachment 5

Tabulation of Proposed Buildings



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### 5.a.iv Tabulation of Proposed Buildings

<u>Building Number</u>	<u>Building Type</u>	<u>Number of Floors</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>Total Units</u>	<u>Area (sf)</u>
1	III	5	39	30	5	74	71,844
2	I-B	4	19	24	8	51	52,837
3	I	5	24	30	10	64	66,229
4	III	5	39	30	5	74	71,844
5	III-B	4/5	37	26	4	67	64,302
			158	140	32	330	327,056

<u>Building Number</u>	<u>Building Type</u>	<u>Number of Floors</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>Total Units</u>	<u>Area (sf)</u>
Clubhouse	-	2	-	-	-	-	11,878

### Ground Coverage

<u>Building Number</u>	<u>Ground Coverage (sf)</u>	<u>Percentage*</u>
1	19,635	
2	18,040	
3	18,040	
4	19,635	
5	19,635	
Clubhouse	8,745	
Total Buildings	103,730	8%
Vehicular Areas	379,855	28%
Total bldgs + Vehicular	483,585	35%
Open Areas	885,049	65%

\* Based on total lot area of 1,368,634 sf



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Attachment 6

Project Eligibility Letter dated October 2, 2023



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Massachusetts Housing Finance Agency  
One Beacon Street Boston, MA 02108

Tel: 617-854-1000  
Fax: 617-854-1091

Relay 711  
[www.masshousing.com](http://www.masshousing.com)

October 2, 2023

Fairfield Grove Street LLC  
30 Braintree Hill Office Park, Suite 105  
Braintree, MA  
Attention: Robert Hewitt

**Re: Grove Street Residences, Franklin  
Project Eligibility/Site Approval  
MassHousing ID No. 1190**

Dear Mr. Hewitt

This letter is in response to your application as “Applicant” for a determination of Project Eligibility (“Site Approval”) pursuant to Massachusetts General Laws Chapter 40B (“Chapter 40B”), 760 CMR 56.00 (the “Regulations”) and the Comprehensive Permit Guidelines issued by the Executive Office of Housing and Livable Communities (“EOHLC”) (the “Guidelines” and, collectively with Chapter 40B and the Regulations, the “Comprehensive Permit Rules”), under the New England Fund (“NEF”) Program (“the Program”) of the Federal Home Loan Bank of Boston (“FHLBank Boston”).

Fairfield Grove Street LLC has submitted an application with MassHousing pursuant to Chapter 40B. You have proposed to build three-hundred thirty (330) units of rental housing (the “Project”) on approximately 31.44 acres of land located at 121 Grove Street (the “Site”) in Franklin (the “Municipality”).

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, “Housing Programs In Which Funding Is Provided By Other Than A State Agency.”

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.

### **Municipal Comments**

Pursuant to the Regulations, the Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. The Municipality submitted a letter dated July 17, 2023 identifying substantial municipal concerns. Additional comments were submitted in a letter dated September 1, 2023, outlining previous municipal actions towards affordable housing goals and providing an update on continued discussions between the Applicant and the Municipality. While the Municipality noted that progress has been made and that there is support for this project in



town, outstanding concerns will need to be addressed to make this project possible for the community. The following comments and concerns were identified by the Municipality:

- The Municipality raised concerns with the proposed Project's location in an Industrial Zone, noting that the Grove Street area has seen significant growth over the past years resulting in heavy daily truck traffic. They stated that any residential development along Grove Street will be impacted by substantial traffic, noise impacts and safety issues.
- The Municipality is concerned about traffic impacts on area roadways, noting that there is not public transit within walking distance of the Site. They stated that the Forge Park MBTA station is a mile away and pedestrian improvements in the area are not adequate. While the Town of Franklin recently received a MassWorks grant to repave and add sidewalks along the southern portion of Grove Street, the sidewalks will not extend to this property.
- The Municipality is concerned with the overall scale of the project, and requests consideration for fewer buildings and reduced building heights.
- Given the numerous wetland resource areas on the Site, the Municipality is concerned about adverse impact to the surrounding environment. The Municipality expressed dismay that the Applicant did not fully cooperate through the ANRAD process and requests consideration for the following.
  - Minimizing disturbance within the locally regulated 25' Buffer Zone Resource Area, particularly where intermittent streams and isolated vegetated wetlands are present.
  - Decreasing impervious coverage via reduction and/or consolidation of parking areas and building footprints.
  - Increasing open space on the Site, particularly at the rear of the property that abuts the Franklin State Forest.
- The Municipality noted that the Site is known to have high groundwater in addition to a substantial amount of wet acreage. To ensure compliance with MS4 stormwater requirements, the municipality requests test pit information, and notes that the proposed Project's site layout may be impacted.

### **MassHousing Determination and Recommendation**

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval.<sup>1</sup> As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals ("ZBA") for a comprehensive permit. At that time local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

---

<sup>1</sup> MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.



Based on MassHousing's site and design review, and considering feedback received from the Municipality, the following issues should be addressed in the application to the ZBA, and the Applicant should be prepared to explore them more fully during the public hearing process:

- Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use related to building construction, wetland protection, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project. To the extent feasible, the Applicant should engage with the Municipality to discuss the Project's ability to meet local wetland standards.
- The Applicant should be prepared to submit detailed information relative to traffic impacts as part of their Comprehensive Permit application. Consideration should be given for incentivizing alternative modes of transportation and addressing pedestrian improvements on Grove Street.
- The Applicant should be prepared to work closely with its design team to address concerns regarding the site layout and architectural design of the proposed Project, particularly as it relates to mitigating concerns about building height and footprint. Consideration should be given for decreasing pervious area and increasing both active and passive open space for residents, particularly at the rear portion of the property abutting the Franklin State Forest.
- The Applicant should be prepared to provide detailed information regarding soil and stormwater conditions at the Site, and ensure appropriate mitigation is incorporated into the design and construction management plan.

MassHousing has also reviewed the application for compliance within the requirements of 760 CMR 56.04(2) relative to Application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This Site Approval is expressly limited to the development of no more than three hundred thirty (330) rental units under the terms of the Program, of which not less than eighty-three (83) of such units shall be restricted as affordable for low- or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a comprehensive permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new Site Approval application for review by MassHousing.

For guidance on the comprehensive permit review process, you are advised to consult the Guidelines. Further, we urge you to review carefully with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations at 760 CMR 56.00.

This approval will be effective for a period of two (2) years from the date of this letter. Should the Applicant not apply for a comprehensive permit within this period this letter shall be considered to be



expired and no longer in effect unless MassHousing extends the effective period of this letter in writing. In addition, the Applicant is required to notify MassHousing at the following times throughout this two-year period: (1) when the Applicant applies to the local ZBA for a Comprehensive Permit, (2) when the ZBA issues a decision and (3) if applicable, when any appeals are filed.

Should a comprehensive permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

**Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a “final draft” of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.**

If you have any questions concerning this letter, please contact Kat Miller at (617) 854-1217.

Sincerely,



Colin M. McNiece  
General Counsel

cc: Ed Augustus, Secretary, EOHLC  
The Honorable Rebecca L. Rausch  
The Honorable Jeffrey N. Roy  
Tom Mercer, Chair, Franklin Town Council  
Bruce Hunchard, Chair, Franklin Zoning Board of Appeals  
Jamie Hellen, Franklin Town Administrator  
Bryan Taberner, Director of Planning and Community Development



## Attachment 1

### 760 CMR 56.04 Project Eligibility: Other Responsibilities of Subsidizing Agency Section (4) Findings and Determinations

#### Grove Street Residences, Franklin, MA #1190

MassHousing hereby makes the following findings, based upon its review of the application, and taking into account information received during the site visit and from written comments:

***(a) that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7);***

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (“HUD”). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Franklin is \$118,450.

Proposed rent levels of \$2,221 for a one-bedroom affordable unit, \$2,666 for a two-bedroom affordable unit and \$3,080 for a three-bedroom affordable unit, less utility allowances of \$99 for the one-bedroom affordable units, \$115 for the two-bedroom affordable units and \$138 for the three-bedroom affordable units, are within current affordable rent levels for the Boston-Cambridge-Quincy HMFA under the NEF Program.

The Applicant submitted a letter of financial interest from Cambridge Savings Bank, a member bank of the FHLBank Boston under the NEF Program.

***(b) that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the Municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under c.40A, and overlay districts adopted under c.40R, (such finding, with supporting reasoning, to be set forth in reasonable detail);***

Section IV-A (3) (a) of the Guidelines provide guidance to Subsidizing Agencies for evaluating a municipality’s actions intended to meet affordable housing needs.

The Town of Franklin has an EOHLC-approved Housing Production Plan. According to EOHLC’s Chapter 40B Subsidized Housing Inventory, updated through June 29, 2023, Franklin has 12,511 (SHI) units (10.86% of its housing inventory).

The Town of Franklin provided information on previous municipal actions taken to achieve and exceed the 10% Statutory Minima. The following examples were documented in the Municipality’s letter dated September 1, 2023:

- Ongoing master and affordable housing planning and analysis with priorities for increasing affordable housing units in the community.



- Establishment of the Franklin Municipal Affordable Housing Trust (MAHT) in 2006 to support the development of affordable housing, including financial support and through land donation.
- Designation as a Housing Choice Community in 2019, with redesignation in 2022.
- Voter approval of the Community Preservation Act in 2020.
- Mixed-use rezoning for Franklin Center, resulting in progress towards compliance with MBTA Communities 3A requirements.
- Adoption of inclusionary zoning requiring 10% affordability at multifamily developments with 10 or more housing units.
- Development of a Friendly 40B Preliminary Application Process for proposed 40B projects seeking Town support.
- Identification and disposition of Town-owned property for affordable housing development, including for the 60-unit Franklin Ridge affordable senior housing development and for the redevelopment of South Franklin Congregational Meeting House into one affordable single-family home.
- Substantial Town support for 60-unit Franklin Ridge affordable senior housing development including but not limited to MAHT land donation, MAHT financial support, Housing Choice grant funds with local match, ARPA funds, CPA funds, and MassWorks grant funds.

MassHousing commends the Municipality for its efforts to achieve and exceed the Statutory Minima and for expressing support for this project in Town. Based on a site inspection by MassHousing staff, internal discussions, and a thorough review of the application, MassHousing finds that the Site is suitable for residential use and development and that such use would be compatible with surrounding uses and would continue to address the local need for housing.

*(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);*

#### **Relationship to adjacent streets/Integration into existing development patterns**

The Site is located at 121 Grove Street, a secondary roadway that runs north/south in the southwestern part of Franklin, approximately one-quarter mile south of the I-495 and West Central Street (Route 140) interchange at exit 43, where the Forge Park/495 commuter rail stop is also located. The immediate area is developed with industrial uses along Grove Street, King Street and in nearby Forge Park. Franklin's town center is approximately 2 miles east of the Site, where a second commuter rail stop is located. The Franklin State Forest abuts the Site to the north and west. Other abutters to the Site are a New England Power substation to the south and an industrial warehouse across Grove Street to the east. The Site's location in a relatively vibrant economy with good highway and MBTA access is well positioned to support the proposed residential use.

#### **Relationship to Adjacent Building Typology (Including building massing, site arrangement, and architectural details):**

The Applicant intends to build five elevated multifamily buildings of four- and five-stories. The buildings are arranged with spacing and orientations intended to minimize impact on the surrounding environmentally sensitive areas, while also taking into consideration sight lines from units and appearance from Grove Street. The scale of the proposed buildings, each of a similar size, is consistent with typical midrise residential structures in the area. The proposed materials and façade articulation help to break down the building mass. The footprint of each building is broken up by a series of



projecting bays, with larger bays accenting the entry areas of each building. The facade materials are varied, with vinyl siding in two colors on the upper floors and manufactured stone on the lower floors. The buildings have a flat-roofed design, with the projecting bays having a higher roofline to further break up the massing of the buildings.

### **Density**

The Developer intends to build 330 homes on approximately 31.44 acres, 24.62 of which are buildable. The resulting density is approximately 13.40 units per buildable acre. The proposed density is acceptable given the proposed housing type.

### **Conceptual Site Plan**

The proposed Project will be situated across two existing parcels that comprise 31.44 acres of land (one approximately 26-acre parcel with frontage at 121 Grove Street that is currently improved with an old farmhouse and outbuildings, and one approximately 5-acre landlocked wooded parcel). The five proposed multifamily buildings are arranged around the wetlands and contours of the rolling site. The development is accessed by a boulevard-style entry drive via a curb cut at the Site's frontage on Grove Street. The entry drive converges at a central clubhouse facility before splitting in several directions to access the residential structures. Only one building fronts Grove Street, set back approximately 68 feet. The remaining buildings are scattered throughout the Site, separated by wetlands and green space. Surface parking areas are distributed around the building perimeters, providing access from multiple sides. A 10-foot multiuse path is proposed along the entirety of the Site's Grove Street frontage, buffered by an additional 10-foot grass strip. All utilities will be extended to the Site from Grove Street.

### **Environmental Resources**

The Site contains 6.82 acres of wetland scattered throughout the Site. The current site layout includes several intermittent stream crossings and wetland impacts that will comply with the applicable standards. The site has opportunities for wetland and bank impact mitigation at more than a one-to-one ratio.

### **Topography**

The Site contains undulating topography characterized by dips and knolls throughout the property that generally slope downward around the wetland areas and then upward at the uplands. There is an overall net increase in grade that slopes upward towards the rear of the property. The four- to five-story buildings are oriented to accommodate these changes in topography as much as possible.

***(d) that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);***

According to market data for the region, the residential real estate market appears stable. Despite a substantial increase in availabilities, with vacancy in the 495-south multifamily submarket at 8.5% (up 4.7% over the last year), there has been an overall upward trajectory in rents, increasing 2.9% over the last year and a cumulative 21% over the last three years.

The Applicant proposes 330 rental apartments to be financed under the NEF Program. There will be 247 market-rate units with proposed rent levels of \$2,413-\$2,556 for the one-bedroom units; \$3,009-3,360 for the two-bedroom units; and \$3,486 for the three-bedroom units. MassHousing's Appraisal and Marketing team (A&M) performed a market analysis and found that proposed market rents for



each unit type fall above comparable market rent averages. A more in-depth market study would be required prior to marketing/lease up of the proposed project.

***(e) that an initial pro forma has been reviewed, including a land valuation determination consistent with the Secretariat's Guidelines, and the Project appears financially feasible and consistent with the Secretariat's Guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;***

MassHousing has commissioned an as "As-Is" appraisal which indicates a land valuation of \$3,900,000. Based on a proposed investment of \$120,143,335 in equity and permanent financing the development pro forma appears to be financially feasible and within the limitations on profits and distributions.

***(f) that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and***

MassHousing finds that the Applicant must be organized as a Limited Dividend Organization. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

***(g) that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.***

A related entity to the Applicant controls the Site by virtue of Contract of Sale Agreement between Bryn Smith (Seller) and FRH Realty LLC (Purchaser) dated March 29, 2022, as amended on July 13, 2022, May 18, 2023, and June 1, 2023, with an expiration date of July 1, 2024 and an option for extension. The above referenced Contract of Sale Agreement has been assigned to the Applicant by virtue of an Assignment of Contract of Sale dated June 14, 2023.



Attachment 7

Purchase Agreement dated March 31, 2022,  
though fourth amendment



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## **CONTRACT OF SALE**

(±30 acres, Grove Street, Franklin, Norfolk County, Massachusetts)

THIS CONTRACT OF SALE (the "Contract") is made and entered into by and between BRYN SMITH (hereinafter referred to as "Seller"), and FRH REALTY LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties" and each of the Parties is sometimes singularly referred to herein as a "Party".

1. **Contract of Purchase and Sale.** Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser good and marketable title to a tract of land containing approximately 31.25 +/- acres situated in the City of Franklin, Norfolk County, Massachusetts (the "City"), an approximate description of which is set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference for all purposes (the "Land"), together with (a) all buildings, fixtures and improvements located thereon, and (b) all benefits, privileges, tenements, hereditaments, rights and appurtenances thereto in anywise belonging to Seller, including, but not limited to, all transferable permits, authorizations, governmental entitlements, licenses, approvals and easements which benefit the Land (the foregoing is collectively referred to herein as the "Property"), and Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein.
2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be the lesser of: (a) NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00); or (b) the product obtained by multiplying an amount equal to \$36,000.00 times the maximum number of residential apartment units (each, a "Unit") (and no less than 200 units or a minimum price of \$7,200,000.00) which may be constructed on the Land pursuant to the Approvals (hereinafter defined) as of the Closing Date. The Purchase Price shall be payable in cash at Closing, subject to credits, prorations and adjustments as provided in this Contract.
3. **Earnest Money.**
  - a. **Initial Earnest Money.** Within three (3) business days following the Effective Date, Purchaser shall deposit with Title Partners, LLC (hereinafter referred to as the "Title Company"), earnest money in the amount of \$50,000.00 (the "Initial Earnest Money"). If Purchaser fails to timely deposit the Initial Earnest Money with the Title Company, this Contract shall terminate, in which event the Parties shall have no further obligations under this Contract.
  - b. **Additional Earnest Money.** Within three (3) business days following the date of expiration of the Inspection Period (hereinafter defined), if Purchaser has not sooner terminated this Contract, Purchaser shall deposit with the Title Company additional earnest money in the amount of \$150,000.00 (the "Additional Earnest Money"). If this Contract is not terminated prior to the expiration of the Inspection Period and Purchaser fails to timely deposit the Additional Earnest



Money with the Title Company, this Contract shall terminate, in which event, the Initial Earnest Money shall be paid to Seller and the Parties shall have no further obligations under this Contract.

- c. Earnest Money. The Initial Earnest Money and the Additional Earnest Money (when it is deposited by Purchaser with the Title Company) are collectively and individually referred to herein as "Earnest Money". Promptly upon the Title Company's receipt of any portion of the Earnest Money, the Title Company shall deliver such portion of the Earnest Money to First American Title Insurance Company ("Escrow Agent"). All Earnest Money shall be deposited by the Title Company or Escrow Agent, as applicable, FDIC insured accounts. Unless otherwise directed by Purchaser, such account shall not bear interest. If Purchaser elects to require that the Earnest Money be deposited in interest bearing accounts, all interest earned on such account shall be added to and constitute a part of the Earnest Money. Notwithstanding the provisions of this Contract, \$50.00 out of the Earnest Money shall in all respects be non-refundable to Purchaser and shall be paid to Seller as independent consideration for Seller's execution of this Contract (the "Independent Consideration"). The Earnest Money shall be applied to the Purchase Price at the Closing. If this Contract is terminated pursuant to Section 5 prior to the expiration of the Inspection Period, the Title Company and Escrow Agent shall, without further authorization or instruction from Seller or Purchaser and notwithstanding objection by Seller, return the Earnest Money to Purchaser.
- d. Release of Earnest Money.
  - i. If this Contract is not terminated prior to the expiration of the Inspection Period, then provided, that Seller has delivered the Notice of Contract (hereinafter defined) to the Title Company executed by Seller, and the Title Company has confirmed that Seller remains the owner of the Property subject only to the Permitted Exceptions (defined in Section 4c infra) and any Must Cure Exceptions existing of record as of the Effective Date (defined in Section 4c infra), then the Title Company shall record the Notice and the Escrow Agent shall release \$50,000.00 out of the Earnest Money to Seller no later than the next business day following the recording of the Notice of Contract. If this Contract is not terminated prior to the expiration of the Inspection Period, then the Title Company's failure to record the Notice of Contract and Escrow Agent's failure to release of the \$50,000.00 within 7 days after the expiration of the Inspection Period as a result of Purchaser's failure to execute and deliver the Notice of Contract to the Title Company shall entitle Seller to terminate this Contract by written notice to Purchaser at any time before the Notice of Contract is recorded, in which event, the Independent Consideration shall be paid to Seller and the balance of the Earnest Money shall be returned to Purchaser.



- ii. If Purchaser has not sooner terminated this Contract, the Notice of Contract has been recorded, the \$50,000.00 noted above having already been released then on the thirty-first (31st) day following the last day of the Inspection Period and on the same day of each month thereafter ("Release Date") until Closing occurs or the entire amount of the Earnest Money has been released to Seller, whichever first occurs, the Escrow Agent shall release and pay to Seller installments of \$10,000.00 out of the Earnest Money. Prior to each release of a portion of the Earnest Money to Seller, the Title Company shall confirm that Seller remains the owner of the Property subject only to the Permitted Exceptions and any Must Cure Exceptions existing of record as of the Effective Date. Should Seller have caused liens or other exceptions to be placed on the Property not present of record as of the Effective Date, then Seller shall be obligated to remove the same. However, unless the new exception was caused by Seller or is a Must Cure Exception recorded after the Effective Date, Seller shall still be entitled to the release of the \$10,000.00 on schedule unless Purchaser either terminates this Contract prior to the Release Date or provides a new Objection Notice prior to the Release Date, in which event Seller shall have thirty-one days to cure the same, at which time, as long as Seller has cured Purchaser's objections or Purchaser has not terminated this Contract, the installment of \$10,000 shall be released to Seller and the Release Dates reestablished on the same day of each month thereafter. Should the Seller be unable to cure the title defect outlined in the Objection Notice within 31 days, then Purchaser may terminate this Contract, at which point the Unreleased Deposits shall be returned to Purchaser; provided, that: [a] if the new exception was not caused by Seller or is a Must Cure Exception and Purchaser does not terminate this Contract within ten (10) days after the expiration of Seller's 31 day cure period, then Purchaser shall be deemed to have waived Purchaser's objection to such new exception, such new exception shall become a Permitted Exception and the \$10,000.00 will be released to Seller; and [b] if the new exception was caused by Seller or is a Must Cure Exception recorded or that first arises after the Effective Date, the \$10,000.00 will not be released to Seller until such time as Seller has caused the exception to be released of record as to the Property. If Purchaser terminates this Contract as a result of the new exception caused by Seller or that is a Must Cure Exception recorded or that first arises after the Effective Date after the 31 day cure period has elapsed, all Released Deposits shall be returned by Seller to Purchaser.
- iii. All Earnest Money released to Seller pursuant to the terms hereof is referred to as the "Released Deposit". Any funds held by the Escrow Agent that have not yet released shall be referred to as "Unreleased Deposit". The Released Deposit shall be applicable to the Purchase Price. The Released Deposit shall be non-refundable to Purchaser unless Purchaser terminates this Contract pursuant to an Underlined Material



Change [defined below in Section 4(e)], as a result of a failure of the condition precedent set forth in Section 9.a. or pursuant to Section 12.b. (each a "Full Refund Termination"), in which event Seller shall return the Released Deposit to Purchaser. The obligation of Seller to refund the Released Deposit shall survive the termination of this Contract and shall not be subject to any limitation on remedies set forth in this Contract. However, Purchaser may terminate this Contract at any time and thereby receive the return of any Unreleased Deposit (or any Unreleased Extension Fee as defined below) pursuant to Sections 4.e., 6, 8, 9, 11 or 12.b.

e. Provisions with Respect to Escrow Agent.

- i. The Parties agree that in performing any of its duties under this Contract, Escrow Agent shall not be liable for any loss, costs or damage which it may incur in the capacity of Escrow Agent, except for any loss, costs or damage arising out of its gross negligence or willful misconduct.
- ii. Accordingly, Escrow Agent shall not incur any liability with respect to [a] any action taken or omitted to be taken in good faith upon advice of counsel given with respect to any questions relating to duties and responsibilities, or [b] any action taken or omitted to be taken in reliance upon any documents signed by both Seller and Purchaser, including any written notice of instruction provided for in this Contract, not only as to its execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Contract.
- iii. In an event of a dispute between any of the Parties hereto, Escrow Agent may tender unto the registry or custody of any court of competent jurisdiction sitting in the State of Massachusetts all money in its hands held under the terms of this Contract, together with such legal pleading as is appropriate and thereupon be discharged; provided, that notwithstanding the foregoing, if this Contract is terminated as of or prior to the expiration of the Inspection Period as a result of Purchaser's delivery of a termination notice to Seller, Escrow Agent shall, without authorization from and notwithstanding objection by Seller: [a] pay the Independent Consideration to Seller; and [b] return the balance of the Earnest Money to Purchaser.
- iv. For its proper actions hereunder, Purchaser and Seller indemnifies and holds harmless Escrow Agent against all claims or demands, meritorious or otherwise, arising under and in connection with this Contract and Escrow Agent's performance hereunder; provided, that Seller and Purchaser shall not be required to indemnify or hold harmless Escrow



Agent for claims or demands caused by Escrow Agent's gross negligence or willful misconduct.

4. **Title Commitment and Survey.**

- a. **Title Commitment.** Within twenty (20) days following the Effective Date, the Title Company shall deliver to Purchaser, at Purchaser's expense: (i) a current ALTA Commitment for Owner's Policy of Title Insurance (hereinafter referred to as the "Title Commitment") issued by the Title Company on behalf of an underwriter acceptable to Purchaser, whereby said Title Company commits to issue an Owner's Policy of Title Insurance ("Owner's Policy") in the amount of the Purchase Price written in accordance with this Contract; and (ii) copies of all instruments shown as exceptions on the Title Commitment (the "Exception Documents"). The Title Commitment shall describe the Property; shall list Purchaser as the prospective named insured; shall show as the policy amount the Purchase Price; shall contain the commitment of the Title Company to insure Purchaser's fee simple interest in the Property upon the Closing; and shall not include any exceptions for visible and apparent easements, matters which would be reflected on a survey, roads or roadways, outstanding mineral interests, reservations or leases, or rights of tenants or parties in possession. The Title Commitment shall show the status of the title of the Property and all exceptions which would appear in an Owner's Policy, if issued. Purchaser, at Purchaser's option, may purchase title insurance in an amount in excess of the Purchase Price from the Title Company, in which event [a] Purchaser shall pay for the incremental increase in the aggregate premium charged for the Owner's Policy attributable to such increased coverage.
- b. **Survey.** Following the Effective Date, Purchaser may obtain, at Purchaser's sole cost and expense, a current ALTA land title boundary and improvements survey of the Land (the "Survey"), prepared in accordance with Purchaser's requirements therefor. The Survey shall be in a form acceptable to the Title Company for the deletion of the standard survey exception relating to boundaries. If the legal description of the Land as set forth on the Survey differs from the legal description set forth on **Exhibit "A"**, then at Closing Seller shall convey to Purchaser without warranty all of Seller's right, title and interest in and to the description of the Land according to the legal description set forth on the Survey.
- c. **Objections.** Purchaser shall have a period of thirty (30) days from receipt of the Survey, Title Commitment and Exception Documents (but no later than ninety days from the Effective Date) (the "Review Period") in which to review such items and deliver to Seller, in writing, such objections (the "Objection Notice") as Purchaser may have to anything contained or set forth therein. Any items to which Purchaser does not object within the Review Period shall be deemed to be approved by Purchaser and shall be "Permitted Exceptions" (herein so called) for purposes of this Contract. Seller shall use reasonable efforts (not to exceed a cost



of \$50,000.00, exclusive of Must Cure Exceptions) to remedy or cure Purchaser's objections during the thirty-one (31) day period following Seller's receipt thereof (the "Cure Period"). In the event Seller does not cure such objections prior to the expiration of the Cure Period, Purchaser shall have the right to: (i) terminate this Contract by written notice to Seller, in which event, the Independent Consideration shall be paid to Seller, the balance of the Earnest Money (or any Unreleased Deposit) shall be returned to Purchaser and the Parties shall have no further obligations under this Contract; or (ii) proceed to Closing hereunder. Should Purchaser not terminate this Contract prior to the expiration of the Inspection Period, all matters set forth on Schedule B-Section II of the Commitment as of the expiration of the Inspection Period (other than Must Cure Exceptions) shall be Permitted Exceptions and the provisions of Section 3(d)(i) supra Concerning the release of the Earnest Money or portions thereof to Seller shall be applicable. It is agreed between the Parties that the existence of Must Cure Exceptions that are of record prior to the Effective Date shall not preclude the release of portions of the Earnest Money to Seller as provided in Section 3.d. However, Must Cure Exceptions placed on record or arising after the Effective Date must be cured before any Earnest Money is released to Seller pursuant to Section 3.d. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing: [a] the standard preprinted exceptions set forth in the Title Commitment shall not be listed as Permitted Exceptions on the deed to be executed pursuant to the provisions hereof; and [b] Seller shall be obligated to satisfy and, as applicable, obtain the release of prior to Closing, the following (collectively, "Must Cure Exceptions"), which shall not constitute Permitted Exceptions: [i] all matters reflected on Schedule B-1 of the Title Commitment applicable to Seller's existence, authority and good standing, [ii] monetary liens, mechanic's liens and judgment liens caused by or filed against Seller; [iii] any exceptions to title created by Seller after the Effective Date without Purchaser's consent; and [iv] the following "Involuntary Exceptions" which are defined as any exceptions to title created after the Effective Date by parties other than Seller, including any tenant of the Property; provided, that Seller shall not be required to spend more than \$50,000.00 in the aggregate in connection with the cure of Involuntary Exceptions.

- d. Additional Exceptions. In the event that at any time following delivery of the Objection Notice described above, but prior to Closing, any Material Change (hereinafter defined), other than the deletion or elimination of any item as to which Purchaser has made an objection, shall occur in the Title Commitment, Exception Documents or Survey (a "Title Change"), Purchaser shall have the right to review and approve or disapprove of any such matters, and to terminate this Contract and obtain a refund of the Unreleased Deposit and/or Unreleased Extension Fee in the event that any such exceptions are not acceptable to Purchaser. However, if the Material Change is one under 4(e)(i)(a) and/or 4(e)(ii)(a) and underlined below ("Underlined Material Change"), Seller shall



return the Released Deposit and Released Extension Fees to Purchaser. Terminating under an Underlined Material Change shall be considered a Full Refund Termination. The foregoing shall not limit any of Seller's obligations with respect to Must Cure Exceptions.

- e. Material Change. For purposes hereof, "Material Change" shall mean all of the following and an "Underlined Material Change" shall be those referenced in 4(d) supra and shown as underlined below:
- (i) An adverse Title Change: [a] caused by Seller or that is a Must Cure Exception; or [b] which is not curable;
  - (ii) a Seller Representation Change (which shall mean [a] a change which is adverse and was caused by Seller or a Seller representation known by Seller to be false at the time when made; or [b] is adverse and not curable or adverse and caused by any of Seller's tenants); or
  - (iii) a curable Title Change and/or Seller Representation Change if the cost of curing such Title Change and/or Seller Representation Change, together with the cost of curing all other Title Changes and Seller Representation Changes, is reasonably expected to exceed \$25,000.00, or expected to impact Purchaser's proposed development of the Property or its anticipated schedule therefor, in Purchaser's reasonable discretion.

5. **Inspection Period.** During the term of this Contract, Purchaser shall be entitled to enter onto the Property for any purpose, including conducting such audits, inspections, or investigations thereon as Purchaser may deem appropriate. The cost of the inspections undertaken by Purchaser pursuant to this Contract shall be borne solely by Purchaser. Purchaser shall restore the Premises to substantially their original condition in the event of any damage caused by Purchaser's investigations, including but not limited to grading, seeding, and the like. Purchaser shall be entitled, for any reason in Purchaser's sole discretion, to terminate this Contract by written notice delivered to Seller on or prior to the expiration of ninety (90) days following the Effective Date (the period ending on such date being referred to herein as the "Inspection Period"). If Purchaser notifies Seller prior to the expiration of the Inspection Period that Purchaser has elected to terminate this Contract, this Contract shall terminate, in which event, the Independent Consideration shall be paid to Seller, the balance of the Earnest Money shall be returned to Purchaser and the Parties shall have no further obligations under this Contract. Purchaser agrees to keep the Property free and clear of any mechanic's or materialmen's liens resulting from Purchaser's activities on the Property and Purchaser 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 Purchaser and Purchaser's agent(s) while on the Premises or as a result of Purchaser and Purchaser's agent(s) being on the Premises, unless caused by Seller's negligence or willful misconduct. Purchaser is not required to indemnify Seller in connection with pre-existing conditions



6. **Representations.** Seller represents the following to the Seller's actual knowledge where a representation is qualified by reference to Seller's knowledge as provided below, without, as to representations which are so qualified, conducting any independent investigation or inquiry of any kind or nature (and no constructive or imputed knowledge shall be attributed to Seller), and without creating a warranty of any kind:
- a. As of the Closing, there will be no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers. Except for the leases listed on **Exhibit "F"** attached hereto, there are currently no leases or occupancy agreements in effect with respect to the Property.
  - b. To Seller's knowledge, there is no pending or threatened condemnation or similar proceeding or special assessment (inclusive of assessments for street widening, repair or improvement) affecting the Property.
  - c. To Seller's knowledge, there is no pending or threatened lawsuit, appeal, proceeding or other action affecting Seller or the Property, including without limitation, any bankruptcy or foreclosure proceeding and any lawsuit, appeal or other action for the purpose of challenging, contesting or seeking to prohibit, restrain, enjoin or delay any change in zoning or restrictive covenants required to permit development of the Land in accordance with Purchaser's plans.
  - d. To Seller's knowledge, Seller has not received written notice from any governmental authority that the Property is not in compliance with or is in violation of any applicable governmental laws, rules or regulations affecting the Property.
  - e. The execution and delivery of, and Seller's performance under, this Contract are within Seller's powers and have been duly authorized by all requisite actions. The individual who executes and delivers this Contract and all documents to be delivered by Seller to Purchaser hereunder is and shall be duly authorized to do so. This Contract constitutes a binding obligation of Seller enforceable in accordance with its terms.
  - f. Seller has not received written notice as to the existence of hazardous substances or environmental contaminants located in, on or about the Property.
  - g. There are not any outstanding contracts or options to purchase the Property or any portion thereof in favor of any third party.
  - h. No part of the Property is subject to a Project Labor Agreement, any other agreement with any union, or any prevailing wage or any other requirement relating to the use of union labor.
  - i. Seller is in compliance with, and shall at all times during the term of this Contract (including any extension thereof) remain in compliance with, the regulations of



the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

Seller will promptly notify Purchaser ("Seller Notice") of any Seller Representation Change (as defined in Section 4(e)(ii)). If a Seller Representation Change is an Underlined Material Change and is not susceptible of being cured or is not cured by the original or extended time for Closing hereunder, Purchaser shall have the option of canceling this Contract, in which event the Earnest Money and Extension Fees (including the Released Deposits and Released Extension Fees) shall be returned to Purchaser. If a Seller Representation Change is any other Material Change and is not susceptible of being cured or is not cured by the original or extended time for Closing hereunder, Purchaser shall the option of canceling this Contract, in which event the Unreleased Deposit and Unreleased Extension Fee shall be returned to Purchaser.

7. **Covenants and Agreements.**

- a. **Actions by Seller.** Prior to Closing, Seller shall: (i) not make any changes or alterations to the Land; (ii) not negotiate, execute or create any contract or option to purchase, easement, covenant, condition, restriction, lien or encumbrance with respect to the Property or any portion thereof, or any amendment to the foregoing; (iii) not transfer or convey the Property or any interest therein to another party; (iv) timely pay all taxes, mortgages, deeds of trust, liens, assessments and other indebtedness, costs and expenses becoming due in connection with the Property, and not permit any default to exist under any document relevant to this transaction executed in connection therewith or pertaining thereto; (v) remove all furniture and personal property from the Property; (vi) not execute any new lease or amendment to an existing lease; and (vii) terminate all leases and cause the tenants to vacate and remove all of their personal property and equipment from the Property. However, should Seller be unable to deliver the Property vacant at the time of Closing, Seller shall be entitled to up to sixty (60) days to have them removed.
- b. **Leases.** If any leases currently affect the Property, then at least 10 days prior to the expiration of the Inspection Period Seller shall obtain and deliver to Purchaser an estoppel letter executed by each tenant under such leases in the form attached hereto as **Exhibit "B"**.

8. **Approvals.**

- a. **Purchaser's Applications.** Purchaser shall be entitled to contact and make applications ("Applications") to any and all applicable local, municipal, county, state and federal agencies for any changes, authorizations and approvals which



Purchaser may deem appropriate, in Purchaser's sole and absolute discretion, in connection with Purchaser's acquisition and development of the Property as a multifamily apartment complex with not less than 200 Units in accordance with Purchaser's plans therefor (the "Intended Use") and/or to satisfy any condition precedent to Purchaser's obligations under this Contract.

- b. Approvals. Purchaser's obligations under this Contract are subject to, as a condition precedent, the requirement that Purchaser shall have obtained final approval and issuance by the City and all other applicable governmental authorities of the following permits and approvals (collectively, the "Approvals"), to permit development of the Property for the Intended Use (the "Approval Contingency"): (i) a comprehensive permit issued by the Zoning Board of Appeals under M.G.L. 40B and the regulations promulgated thereunder; (ii) an Order of Conditions from the Conservation Commission; and (iii) any and all approvals, licenses and permits (other than building permits) which are required to permit Purchaser to develop the Property for the Intended Use, including without limitation, approval of Purchaser's subdivision and/or recombination plats, site eligibility approval from Mass Housing, a regulatory permit from Mass Housing, a sewer extension/connection permit from the Department of Environmental Protection, a wastewater treatment plant permit, final site plan approval, a MEPA certificate (or waiver), satisfaction of any bonding requirements and any approvals which are required with respect to the issuance of building permits for Purchaser's proposed project.
- c. Purchaser shall be responsible for paying any and all costs incurred by Purchaser in connection with the Approvals and Applications. Seller agrees to reasonably cooperate with at no cost to Seller, and not oppose Purchaser in connection therewith and shall execute and deliver to Purchaser, and if applicable, cause to be recorded in the official records of the County in which the Land is located, within three (3) business days following receipt of a request therefor, such applications, consents and other documents which may be required in connection with the Approvals, including without limitation, subdivision maps and plats; provided the same are acquired and or drafted by Purchaser or Purchaser's counsel and do not enlarge the liability, financial, legal, or otherwise, of the Seller beyond the terms of this Contract or as contemplated herein.
- d. The Approvals shall not be deemed to be final and the Approval Contingency shall not be deemed to have been satisfied until such time as the Approvals have been issued, approved and/or adopted by all applicable actions of all applicable governmental authorities on terms acceptable to Purchaser in its sole discretion, all time periods for appeal shall have expired and no appeal shall have been noticed or filed in connection therewith (or if an appeal has been filed, such appeal has been dismissed or resolved in favor of the Approvals), and the Approvals shall be unappealable (the date on which all of the above have occurred is referred to herein as the "Approval Date"). If the Approvals are at any time denied or disapproved, or the Approvals have not been finally obtained



within 365 days after the expiration of the Inspection Period (the "Approval Period"), Purchaser shall be entitled to terminate this Contract, in which event, the Released Deposits shall be retained by Seller, the balance of the Earnest Money that has not been released to Seller shall be refunded to Purchaser and the Parties shall have no further obligations hereunder, or if this Contract is not terminated by Purchaser, the Parties shall proceed to Closing hereunder.

- e. If the Approvals have not been obtained prior to the date of expiration of the Approval Period, Purchaser shall be entitled, at Purchaser's option, to extend the date of expiration of the Approval Period for no more than two (2) consecutive six (6) month periods upon delivery to the Escrow Agent on or prior to the then applicable date of expiration of the Approval Period, an extension fee (each, an "Extension Fee") in the amount of \$60,000.00 with respect to each such extension. The Extension Fee for the first extension of the Approval Period shall be applicable to the Purchase Price. The Extension Fee for the second extension of the Approval Period shall not be applicable to the Purchase Price. Subject to the Title Company's confirmation (prior to the beginning of the extension period and prior to each Release Date) that Seller remains the owner of the Property subject only to recorded exceptions to title that were of record on the Effective Date, and on the Release Date being the first business day of each extension period, and continuing on the same day of each month thereafter until the full amount of the Extension Fee has been released to Seller (hereafter "Released Extension Fee"), the Escrow Agent shall release \$10,000.00 out of each Extension Fee to Seller. Any portion of the Extension Fee held by the Escrow Agent shall be known as the "Unreleased Extension Fee". The Released Extension Fees shall not be refundable to Purchaser unless Purchaser terminates this Contract in connection with a Full Refund Termination, in which event, the Released Extension Fees shall be returned to Purchaser. The Unreleased Extension Fees shall be refundable to Purchaser in the event Purchaser terminates this Contract pursuant to Sections 4.e., 6, 8, 9, 11 or 12.b.
  - f. If the Approvals have been obtained by Purchaser but the Approvals are appealed by another party, or if Purchaser desires to appeal a denial of the Approvals, Purchaser shall be entitled to extend the Approval Period on a monthly basis for up to six (6) consecutive months upon payment to the Seller of an Extension Fee in the amount of \$10,000.00 per month beginning on the first business day of the extension period, which amounts: (i) shall not be applicable to the Purchase Price; and (ii) shall not be refundable to Purchaser unless Purchaser terminates this Contract pursuant to a Full Refund Termination of this Contract, in which event, such Released Extension Fee amounts shall be returned to Purchaser.
9. **Conditions Precedent.** The following shall each be conditions precedent to Purchaser's obligation to purchase the Property. If any one or more of such conditions precedent is not satisfied at or prior to Closing, Purchaser shall be entitled to waive any one or more of such conditions precedent by written notice to Seller, or to terminate this Contract by written notice to Seller, in which event, the Independent Consideration shall be paid to



Seller and the balance of the Unreleased Deposit and/or Unreleased Extension Fee shall be returned to Purchaser (provided that if this Contract is terminated in connection with a Full Refund Termination, the Earnest Money and Extension Fees, including the Released Deposits and Released Extension Fees, shall be returned to Purchaser).

- a. No lawsuit, appeal, proceeding or other action shall have been filed by any party, directly or indirectly, involving the Property.
- b. No adverse environmental, geological or other condition shall have been created with respect to the Property after expiration of the Inspection Period.
- c. Title to the Premises is insurable, for the benefit of the Purchaser, by a title insurance company reasonably acceptable to Purchaser, in a fee owner's policy of title insurance, at normal premium rates, on the American Land Title Association form currently in use, subject only to the Permitted Exceptions and the Title Company shall have irrevocably committed to issue an owner's policy in such form to Purchaser as of the Closing Date.

10. **Closing.**

- a. **Date.** The closing of the sale of the Property from Seller to Purchaser (the "Closing") shall be coordinated through the offices of the Title Company on, or at Purchaser's option, before, the expiration of sixty (60) days following the last day of the Approval Period **but in no event before August 4, 2022** (the date of the Closing is sometimes referred to herein as the "Closing Date"). Purchaser shall be entitled to extend the Closing Date as otherwise stated in this Contract.
- b. **Seller to Deliver.** At the Closing, Seller shall furnish and deliver to the Title Company for delivery to Purchaser, at Seller's expense (except as provided in Section 10(e) below), the following:
  - (i) A Quitclaim Deed in the form set forth on **Exhibit "C"** attached hereto, duly executed and acknowledged by Seller.
  - (ii) A Non-Foreign Certification signed by the Seller under penalties of perjury.
  - (iii) A Seller's closing statement in form prepared by the Title Company, duly executed by Seller.
  - (iv) A certificate, executed by Seller, reaffirming and confirming that all of Seller's representations under this Contract are true and correct as of the Closing Date or describing any exceptions therefrom (which may be qualified by Seller's knowledge as to any representation where the underlying representation is so qualified pursuant to this Contract). However, should any of the representations have changed between the Effective Date and Closing under Section 4(e)(ii)(b) and/or Section



4(e)(iii), Seller shall be entitled to retain Released Deposits and Released Extension Fees. In the event such change falls under Section 4(e)(ii)(a), then it shall amount to a Full Refund Termination in the event Purchaser terminates the deal for that reason. Purchaser's counsel shall supply Seller with this document

- (v) A termination and release of the Notice Exhibit "E", duly executed and acknowledge by Seller (to be provided by Purchaser's counsel).
  - (vi) Such other documents required to be executed by Seller pursuant to this Contract or as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Contract, including, without limitation, any mechanics' liens, parties in possession and gap affidavits and indemnities required by the Title Company. With the exception of a customary form Mechanic Lien/Parties in Possession Affidavit, Seller shall not be required to sign a so-called survey affidavit or owner's affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance with zoning, building or other laws or any post-Closing liability for attorney's fees and provided the same do not enlarge the liability, financial, legal, or otherwise, of the Seller beyond the terms of this Contract or as contemplated herein.
  - (vii) Such instruments or documents as are necessary, or reasonably required by the Title Company to evidence the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the purchase and sale transaction contemplated hereby.
- c. Purchaser to Deliver. At the Closing, Purchaser shall deliver to the Title Company for delivery to Seller, at Purchaser's expense, the following:
- (i) The Purchase Price in immediately available funds.
  - (ii) A Purchaser's closing statement in form prepared by the Title Company, duly executed by Purchaser.
  - (iii) A termination and release of the Notice, duly executed and acknowledged by Purchaser.
  - (iv) Such instruments or documents as are necessary, or reasonably required by the Title Company to evidence the authority of Purchaser to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents to be delivered by Purchaser.



d. Adjustments.

- (i) Seller shall be responsible for payment of all taxes and assessments applicable to the period prior to the Closing (whether assessed before or after Closing). Real and personal property taxes for the calendar year in which the Closing takes place shall be prorated at the Closing between Purchaser and Seller through the Closing Date, based on the current year's tax. If the Closing occurs on a day when the current year's tax rate is not fixed and the current year's assessment is available, taxes will be prorated based upon such assessments and the prior year's rate. If the current assessment is not available at the time of Closing, then taxes will be prorated on the basis of the latest available tax and assessment.
- (ii) Any tax proration based upon an estimate may, upon demand of either Party to the transaction, be subsequently readjusted upon receipt of the actual tax bill for the Property for the year in which the Closing occurs, and any Party owing the other Party monies as a result of such readjustment shall pay the same upon demand. The provisions of this Section 10.d. shall survive the Closing.

e. Expenses of Closing.

- (i) Seller shall pay: [a] its share of the prorations set forth in Section 10(d); [b] its own attorneys' fees; [c] other charges required to be paid by Seller pursuant to this Contract; [d] any local, county or state transfer, recording or documentary tax assessed in connection with the transfer to Purchaser;; and [f] other charges typically paid by sellers in transactions of this nature in the county in which the Property is located except commissions payable to brokers engaged by Purchaser, which are the responsibility of Purchaser.
- (ii) Purchaser shall pay: [a] all title examination fees and premiums for the Owner's Policy; [b] the cost of the Survey; [c] its share of the prorations set forth in Section 10(d); [d] its own attorneys' fees; [e] the Title Company's escrow fees; [f] other charges required to be paid by Purchaser pursuant to this Contract; and [g] all fees becoming payable to Joseph F. Halligan, Jr. ("Halligan") in connection with the Property pursuant to a separate agreement between Purchaser and Halligan.

- f. Possession of Property. Upon the recording of the Deed, Seller shall deliver to Purchaser and Purchaser shall be entitled to take possession of the Property, free and clear from any persons and entities, leases, temporary occupancy agreements, licenses or any other third-party rights to use or occupy the Property or any part thereof (subject only to the Permitted Exceptions).



11. **Casualty or Condemnation Prior to Closing.** If at any time prior to the Closing any portion of the Property is destroyed or damaged by fire or any other casualty exceeding \$100,000.00 in damages, or in the event a taking by condemnation, eminent domain or similar proceedings or a conveyance in lieu thereof is commenced or threatened with respect to any portion of the Property, Seller shall give notice thereof to Purchaser and Purchaser shall thereupon have the option to terminate this Contract upon written notice to Seller prior to Closing, in which event, the Independent Consideration shall be paid to Seller, the balance of the Earnest Money shall be returned to Purchaser and the Parties shall have no further obligations under this Contract. Seller shall deliver to Purchaser within three (3) business days following receipt thereof copies of all correspondence, proposals and documents received from any condemning authority, and shall not enter into any settlement with any condemning authority without the prior written consent of Purchaser. Purchaser shall be entitled to participate in all proceedings with the applicable condemning authorities. If Purchaser does not exercise its option under this Section 11 to terminate this Contract, this Contract shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing Seller's interest in and to any and all insurance proceeds and condemnation awards.
12. **Default and Remedies.**
- a. **Purchaser's Default.** In the event Purchaser defaults under this Contract or fails to perform any obligation of Purchaser under this Contract, and such default and failure shall remain uncured for a period of five (5) days following written notice thereof from Seller to Purchaser (except that no such notice shall be required with respect to Purchaser's obligation to deliver the Earnest Money), provided that Seller has not defaulted in the performance of Seller's obligations hereunder as of the moment of Purchase's default, all Released and Unreleased Deposits and Released or Unreleased Extension Fees (with accrued interest) deposited by Purchaser under this Contract 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 acknowledge and agree that Seller has no adequate remedy in the event of Purchaser's default under this Contract because it is impossible to compute exactly the damages which would accrue to Seller in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Purchaser's default hereunder; (ii) said deposit represents damages and not a penalty against Purchaser. In no event shall Purchaser be responsible or liable for any portion of the Earnest Money which has not then been deposited by Purchaser.
- b. **Seller's Default.** In the event Seller defaults under this Contract or if an Underlined Material Change occurs then Purchaser may: (i) terminate this Contract, in which event, Seller shall reimburse Purchaser for up to \$500,000.00 of the out of pocket costs incurred by Purchaser in connection with this Contract



13. **Real Estate Brokerage.** If, as and when the Closing actually occurs, but not otherwise, Purchaser (not Seller) agrees to pay a real estate brokerage commission to any broker engaged by Purchaser. Purchaser shall be responsible for the payment of the commissions becoming due to any real estate broker, finder or agent engaged by Purchaser in connection with this transaction, and hereby agrees to indemnify, defend and hold Seller harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting from the failure of Purchaser to pay any such commission in accordance with the provisions of this sentence. The provisions of this paragraph shall survive the Closing of this Contract. Seller shall be responsible for the payment of the commissions becoming due to any real estate broker, finder or agent engaged by Seller in connection with this transaction, and hereby agrees to indemnify, defend and hold Purchaser harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting from the failure of Seller to pay any such commission in accordance with the provisions of this sentence. The provisions of this paragraph shall survive the Closing of this Contract.

a. Notices. All notices, requests and other communications under this Contract shall be in writing and shall be delivered by hand delivery or overnight delivery service, when sent by electronic mail or by certified mail, return receipt requested if by certified mail, addressed as follows:

If intended for Seller: Gina M. Braza, Esq.  
20 Park Plaza, Suite 432  
Boston, Massachusetts 02116  
Telephone: (877) 552-2529  
email: gbraza@alavibraza.com



If intended for Purchaser: FRH Realty LLC  
5355 Mira Sorrento Place, Suite 100  
San Diego, CA 92121  
Attn: Jenna Woods  
Telephone: (858) 457-2123  
email: [jwoods@ffres.com](mailto:jwoods@ffres.com); [rhewitt@ffres.com](mailto:rhewitt@ffres.com);  
[shill@ffres.com](mailto:shill@ffres.com); [mnicoletta@ffres.com](mailto:mnicoletta@ffres.com)

with a copy to: David M. Tatum  
Geary, Porter & Donovan, P.C.  
16475 Dallas Parkway, Suite 400  
Addison, Texas 75001-6837  
Telephone: (972) 349-2207  
email: [dtatum@gpd.com](mailto:dtatum@gpd.com)

If intended for  
Title Company: Title Partners, LLC  
8350 N. Central Expwy., Suite M1090  
Dallas, Texas 75206  
Attn: Traci Miller  
Telephone: (972) 474-1481  
email: [traci.miller@titlepartners.com](mailto:traci.miller@titlepartners.com)

If intended for  
Escrow Agent: First American Title Insurance Company  
800 Boylston Street, Suite 2820  
Boston, Massachusetts 02199  
Attn: Nerejda Katherine Prifti, Esq., Massachusetts  
State Counsel  
Telephone: (617) 772-9210  
email: [kprifti@firstam.com](mailto:kprifti@firstam.com)

or at such other address, and to the attention of such other person, as the Parties shall give notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof: (i) upon receipt at such address if delivered in person or by overnight delivery, (ii) upon transmission when sent by electronic mail, or (iii) if mailed, upon deposit of both the original and any required copies in a post office or official depository of the United States Postal Service.

- b. Entire Agreement; Modifications. This Contract embodies and constitutes the entire understanding between the Parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements (oral or written) are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing



signed by the Party (or their counsel) against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

- c. Applicable Law. THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.
- d. Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Contract or any of the provisions hereof.
- e. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Contract may not be assigned by Seller without the consent of Purchaser (unless to the qualified intermediary as indicated in this Contract). This Contract and Purchaser's rights hereunder may be assigned by Purchaser without the consent of Seller provided that Purchaser remains bound by the terms stated herein until performance of this Contract. This Contract is for the sole benefit of Seller, Purchaser, and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns and no third party is intended to be a beneficiary of this Contract.
- f. Time is of the Essence. With respect to all provisions of this Contract, time is of the essence. However, if the Closing or the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday or legal holiday under the laws of the United States or the Commonwealth of Massachusetts, then, and in such event, the Closing or such period shall be extended so that the Closing or the last day of such period falls on the next day which is not a Saturday, Sunday or legal holiday. The parties agree and acknowledge that in the event either the Purchaser, Purchaser's lender, Seller, any of their respective attorneys and their service providers, or the Registry of Deeds or other government agency becomes the subject of a mandatory COVID-19 virus quarantine such that it is closed for recordings or closure prior to or at the time for performance hereunder that results in the parties inability to perform on the Closing date stated herein, the closing shall be automatically extended at the request of either party for a period of up to ten (10) business days after such quarantine or closure order is lifted.
- g. Counterpart Execution. In order to facilitate execution, (i) electronic signatures to this Contract, including by "docusign", shall be sufficient to bind the applicable Party to the terms of this Contract, (ii) this Contract may be executed in multiple counterparts, (iii) all counterparts shall collectively constitute a single instrument, (iv) any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached



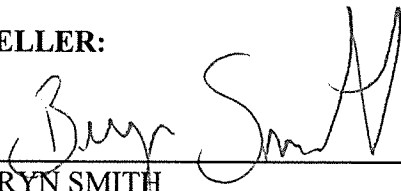
to another counterpart identical thereto except having attached to it additional signature pages, and (v) delivery of an executed counterpart of this Contract by facsimile or electronic transmission shall be binding on the Party so delivering.

- h. Attorneys' Fees. If either Party employs an attorney to enforce any of the provisions of this Contract, or to recover damages for breach of this Contract, the non-prevailing Party in any action shall pay to the prevailing Party all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in connection therewith.
- i. Tax-Deferred Exchange. Seller may elect to participate in a tax-deferred exchange under Section 1131 of the Internal Revenue Code, in connection with this transaction, and Purchaser agrees to reasonably cooperate with Seller in connection with the same; provided, that (i) Seller shall pay all costs and expenses incurred in connection with such exchange (other than the cost, if applicable, for Purchaser's attorney to review the exchange documents on Purchaser's behalf; (ii) Purchaser shall not be required to take title to any property other than the Property; (iii) Purchaser shall not be required to incur any costs, expenses or liabilities in connection therewith (other than any liability which Purchaser would have otherwise incurred under this Contract); and (iv) the Closing shall not be delayed as a result of such tax-deferred exchange.
- j. Notice of Contract. Simultaneously execution and delivery of this Contract by the Parties, Seller and Purchaser shall each execute and deliver to the Title Company: (i) a Notice of Contract (the "Notice of Contract") in the form set forth on Exhibit "D" attached hereto, executed and acknowledged by Seller and its lender(s), which the Title Company shall record in the real property records of the County in which the Land is located as provided in Section 3 of this Contract; and (ii) a Termination of Notice of Contract in the form set forth on Exhibit "E" attached hereto. If this Contract is terminated by Purchaser for any reason other than Seller's default, the Title Company shall record such Termination Notice upon the Title Company's receipt of notice of termination of this Contract.
- k. Effective Date. The "Effective Date" or any other reference to the date of this Contract shall mean the date on which this Contract is signed by Seller, Purchaser and the Title Company, as indicated by their signatures below.



EXECUTED by Seller this 28 day of March, 2022.

**SELLER:**

  
\_\_\_\_\_  
BRYN SMITH

EXECUTED by Purchaser this 25th day of March, 2022.

**PURCHASER:**

FRH REALTY LLC,  
a Delaware limited liability company

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

Name: Jenna Woods

Title: Senior Vice President & Corporate Secretary



The undersigned Title Company acknowledges receipt of a fully executed copy of this Contract this 29th day of March, 2022, and agrees to comply with the provisions of this Contract which are applicable to the Title Company, including the provisions hereof governing disposition of the Earnest Money.

TITLE PARTNERS, LLC

By: [Signature]  
Name: TRACY R MILLER  
Title: SVP

The undersigned Escrow Agent acknowledges receipt of a fully executed copy of this Contract this 31st day of March, 2022, and agrees to comply with the provisions of this Contract which are applicable to the Escrow Agent with respect to the disposition of the Earnest Money.

FIRST AMERICAN TITLE INSURANCE  
COMPANY

By: Sarah Lerner  
Name: Sarah Lerner  
Title: Underwriter



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**Property Address: 121 Grove Street, Franklin, MA 02038**

**PARCEL I**

A certain parcel of land on the WESTERLY line of Grove Street at the NORTHEASTERLY Corner of the premises at land formerly of Peter Whiting:

Thence running NORTH  $76\frac{1}{2}^{\circ}$  WEST by Peter Whiting land 45 rods on wall to end of wall;  
Thence running NORTH  $79\frac{1}{2}^{\circ}$  WEST 10 rods to stake and stones;  
Thence running NORTH  $86^{\circ}$  WEST 22 rods to stake and stones;  
Thence running NORTH  $89^{\circ}$  WEST 20 rods 9 links to a large white oak tree marked;  
Thence running SOUTH  $17\frac{1}{2}^{\circ}$  EAST 112 rods 12 links;  
Thence running SOUTH  $16\frac{1}{2}^{\circ}$  EAST 14 rods 18 links as the wall now stands to land formerly of Abijah Clark and bounded WESTERLY by land of said Whiting and said Clark;  
Thence running NORTH  $75^{\circ}$  EAST 24 rods as the wall now stands to Grove Street;  
Thence running NORTHERLY on Grove Street to the point of beginning.

There is excepted from the above parcel a total of 12.29 acres conveyed to New England Power Co. By deed dated June 18, 1964 and recorded with Norfolk Deeds in Book 4176 at page 634 and deed dated January 6, 1975 recorded with Norfolk Deeds in Book 5100 at Page 674.

**PARCEL II**

That certain parcel of land situated in said Franklin and being shown on the plan entitled "NEW ENGLAND POWER SERVICE COMPANY, PART OF NEW ENGLAND ELECTRIC SYSTEM, WESTBOROUGH, MASS. PLAN SHOWING LAND IN FRANKLIN, MASSACHUSETTS TO BE CONVEYED TO NEW ENGLAND POWER COMPANY BY FREDERICK A. ABDALAH ET AL, SCALE 1"= 200', DATED SEPTEMBER 4, 1974, E-10378', duly recorded with Norfolk Deeds and is more particularly bounded and described as follows:

Beginning at the most southern corner of said parcel at a stone bound located N.57" 05' 00" W., a distance of 500.00 feet from an iron rod located on the westerly side of said Grove Street;

Thence running N. 57" 05' 00' W. by said other land of the now or formerly of New England Power Company 465.16 feet to a point on a wall at land of the Commonwealth of Massachusetts, Department of Natural Resources;

Thence turning and running N. 26" 37' 28' W. by said wall by said land of the Commonwealth of Massachusetts, Department of Natural Resources, 591.81 feet to a drill hole;



Thence turning and running S. 57° 05' 00' E., 975.29 feet to a stone bound;

Thence turning and running S. 32° 05' 00" W., 300.00 feet to the place of beginning.



**EXHIBIT "B"**

**TENANT ESTOPPEL CERTIFICATE**

\_\_\_\_\_, 2022

Re: Lease Agreement (the "Lease") dated \_\_\_\_\_ entered into between \_\_\_\_\_, as "Landlord" ("Landlord"), and \_\_\_\_\_, as "Tenant" ("Tenant"), concerning premises located at \_\_\_\_\_ ("Premises")

Gentlemen:

This letter is executed by Tenant for the benefit of \_\_\_\_\_ (together with its successors and assigns, "Purchaser") in connection with Purchaser's proposed acquisition of a tract of land from Landlord on which the Premises is located, with the understanding that Purchaser is relying on the statements made in this letter in connection with its purchase of such tract of land. Tenant hereby represents, warrants and certifies to Purchaser as follows:

1. A true, correct and complete copy of the Lease and all amendments to the Lease is attached hereto as Exhibit "A". Except for the Lease and amendments attached hereto as Exhibit "A", there are no agreements between Landlord and Tenant in connection with the Premises or Tenant's occupancy of the Premises.
2. Tenant has accepted and is in possession of the Premises as tenant only pursuant to the Lease. There are no subtenants, licensees or other parties in possession of or with rights to occupy or possess any portion of the Premises.
3. The expiration date of the term of the Lease is \_\_\_\_\_, \_\_\_\_\_, including any presently exercised option or renewal term. Tenant has no rights to renew, extend or cancel the Lease or to lease additional space from Landlord, except as follows: \_\_\_\_\_.
4. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied. On this date there are no existing defenses, offsets, claims or credits which the undersigned has against the enforcement of the Lease except for prepaid rent through \_\_\_\_\_, 20\_\_ (not to exceed one month);
5. All contributions required by the Lease to be paid by Landlord to date for improvements to the Premises have been paid in full. All improvements or work required under the Lease to be made by Landlord to date, if any, have been completed to the satisfaction of the undersigned.
6. Charges for all labor and materials used or furnished in connection with improvements and/or alterations made for the account of the undersigned in or to the Premises have been paid in full.
7. The annual minimum rent currently payable under the Lease is \$ \_\_\_\_\_ and such rent has been paid through \_\_\_\_\_.
8. Additional rent is payable under the Lease for (i) common area operating, maintenance and repair expenses, (ii) property taxes, (iii) insurance; and (iv) percentage of gross sales adjustments (i.e., adjustments made based on underpayments of percentage rent). The current estimated monthly amounts for additional rental items are as follows: (1) common area operating, maintenance or repair expenses \$ \_\_\_\_\_, (2) property taxes \$ \_\_\_\_\_, and (3) insurance \$ \_\_\_\_\_.



9. No security deposit has been delivered by Tenant to Landlord pursuant to the Lease.
10. Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession (except as expressly set forth in the Lease). No rents have been prepaid more than one (1) month in advance and full rental, including basic minimum rent, if any, has commenced to accrue.
11. There are no defaults by Tenant or Landlord under the Lease, and no event has occurred or situation exists that would, with the giving of notice and/or passage of time, constitute a default under the Lease.
12. There are no actions, whether voluntary or otherwise, pending against Tenant or any guarantor of the Lease under the bankruptcy or insolvency laws of the United States or any state thereof.
13. Tenant has not used, generated, released, discharged, stored or disposed of any hazardous materials or substances on, under, in or about the Premises or the land on which the Premises is located.
14. Tenant does not have any right, right of first refusal, or other right or option to purchase or lease the Premises or any other property from Landlord, whether pursuant to the Lease or otherwise.

The statements contained herein may be relied upon by Landlord, Purchaser and each subsequent owner of the Premises. This letter shall be binding on Tenant and its successors and assigns and shall supersede all other agreements between Landlord and Tenant concerning the Premises.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT "C"**

**FORM OF DEED**

**QUITCLAIM DEED**

\_\_\_\_\_, a \_\_\_\_\_ having an address at \_\_\_\_\_ County, Massachusetts ("**Grantor**"), for consideration paid and in full consideration of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) grant to \_\_\_\_\_, a \_\_\_\_\_ having an address of \_\_\_\_\_ ("**Grantee**").

With QUITCLAIM COVENANTS:

that certain parcel of land located at \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ County, Massachusetts, which parcel of land is more particularly described on **Exhibit "A"** attached hereto.

Subject to and with the benefit of the easements, agreements, restrictions, covenants and other matters set forth on **Exhibit "B"** attached hereto, in so far as the same are in force and applicable.

For Grantor's title, see Deed recorded on \_\_\_\_\_ with the \_\_\_\_\_ County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_. Also see Certificate of Title No. \_\_\_\_\_.

Property Address: \_\_\_\_\_



IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as an instrument under seal as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESS:

GRANTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Commonwealth of Massachusetts**

Norfolk, ss

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, proved to me through satisfactory evidence of identification, being (check whichever applies): \_\_\_\_\_ *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(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

My commission expires: \_\_\_\_\_, \_\_\_\_\_, Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Property Address: 121 Grove Street, Franklin, MA 02038**

**PARCEL I**

A certain parcel of land on the WESTERLY line of Grove Street at the NORTHEASTERLY Corner of the premises at land formerly of Peter Whiting:

Thence running NORTH  $76\frac{1}{2}^{\circ}$  WEST by Peter Whiting land 45 rods on wall to end of wall;  
Thence running NORTH  $79\frac{1}{2}^{\circ}$  WEST 10 rods to stake and stones;  
Thence running NORTH  $86^{\circ}$  WEST 22 rods to stake and stones;  
Thence running NORTH  $89^{\circ}$  WEST 20 rods 9 links to a large white oak tree marked;  
Thence running SOUTH  $17\frac{1}{2}^{\circ}$  EAST 112 rods 12 links;  
Thence running SOUTH  $16\frac{1}{2}^{\circ}$  EAST 14 rods 18 links as the wall now stands to land formerly of Abijah Clark and bounded WESTERLY by land of said Whiting and said Clark;  
Thence running NORTH  $75^{\circ}$  EAST 24 rods as the wall now stands to Grove Street;  
Thence running NORTHERLY on Grove Street to the point of beginning.

There is excepted from the above parcel a total of 12.29 acres conveyed to New England Power Co. By deed dated June 18, 1964 and recorded with Norfolk Deeds in Book 4176 at page 634 and deed dated January 6, 1975 recorded with Norfolk Deeds in Book 5100 at Page 674.

**PARCEL II**

That certain parcel of land situated in said Franklin and being shown on the plan entitled "NEW ENGLAND POWER SERVICE COMPANY, PART OF NEW ENGLAND ELECTRIC SYSTEM, WESTBOROUGH, MASS. PLAN SHOWING LAND IN FRANKLIN, MASSACHUSETTS TO BE CONVEYED TO NEW ENGLAND POWER COMPANY BY FREDERICK A. ABDALAH ET AL, SCALE 1"= 200', DATE SEPTEMBER 4, 1974, E-10378', duly recorded with Norfolk Deeds and is more particularly bounded and described as follows:

Beginning at the most southern corner of said parcel at a stone bound located N.57" 05' 00" W., a distance of 500.00 feet from an iron rod located on the westerly side of said Grove Street;

Thence running N. 57" 05' 00' W. by said other land of the now or formerly of New England Power Company 465.16 feet to a point on a wall at land of the Commonwealth of Massachusetts, Department of Natural Resources;

Thence turning and running N. 26" 37' 28" W. by said wall by said land of the Commonwealth of Massachusetts, Department of Natural Resources, 591.81 feet to a drill hole;

Thence turning and running S.  $57^{\circ}$  05' 00' E., 975.29 feet to a stone bound;



Thence turning and running S. 32° 05' 00" W., 300.00 feet to the place of beginning.



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

[List exceptions, other than standard exceptions,  
from Schedule B-2 of Title Commitment]



**EXHIBIT "D"**

**NOTICE OF CONTRACT**

THE COMMONWEALTH  
OF MASSACHUSETTS

COUNTY OF NORFOLK

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF CONTRACT (this "Notice") is made and entered into by and between BRYN SMITH ("Seller"), and FRH REALTY LLC, a Delaware limited liability company (together with its successors and assigns, "Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser entered into a certain unrecorded Contract of Sale (the "Contract") dated March 28, 2022, concerning approximately 30 acres of land in Norfolk County, Massachusetts, more particularly described on Exhibit "A" attached hereto, and all improvements thereon (the "Property"); and

WHEREAS, Seller and Purchaser desire

to execute and cause this Notice to be recorded for the purpose of providing notice of the existence of the Contract;

NOW, THEREFORE, Seller and Purchaser mutually agree as follows:

1. This Notice is executed and placed of record for the purpose of evidencing the existence of the Contract. Pursuant to the Contract, all or a portion of the earnest money deposited by Purchaser has been or may be released to Seller. Such released deposit is refundable by Seller to Purchaser in certain circumstances as set forth in the Contract. Seller's obligation to refund the released deposit to Purchaser when required pursuant to the Contract shall be a covenant running with the land which is binding on Seller and subsequent owners of the Property, and is secured by a lien against the Property which is hereby granted by Seller to Purchaser. The rights, responsibilities, duties and obligations between the Seller and Purchaser with respect to the Property are set forth within the Contract. This instrument is merely a Notice and shall in no way alter or impair any of the terms contained therein, except as set forth herein.

2. This Notice shall terminate upon any termination of the Contract other than as result of Seller's default. Upon any termination of the Agreement other than as a result of Seller's default, Purchaser agrees to execute and deliver to Seller upon request a recordable release of this Notice.



IN WITNESS WHEREOF, the parties hereto have executed this Notice to be effective March 28, 2022.

SELLER:

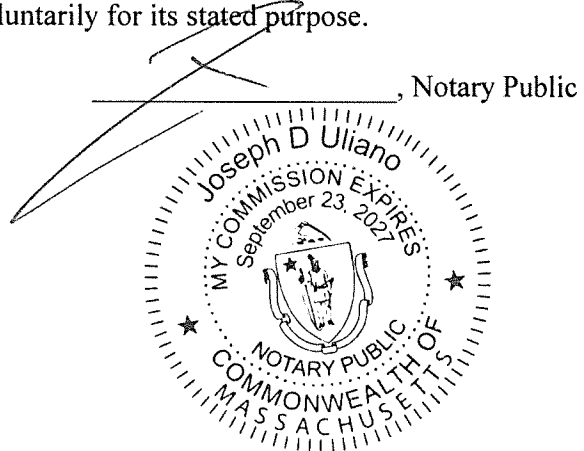
Bryn Smith  
BRYN SMITH

Worcester (JD)  
Norfolk, ss

**Commonwealth of Massachusetts**

On this 28 day of MARCH, 2022, before me, the undersigned notary public, personally appeared BRYN SMITH of Bellingham MA, proved to me through satisfactory evidence of identification, being (check whichever applies): X 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(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

My commission expires:           





PURCHASER:

FRH REALTY LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this  
certificate verifies only the identity of the  
individual who signed the document to which this  
certificate is attached, and not the truthfulness,  
accuracy, or validity of that document.

State of California                    )  
  )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 202\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, proved to me through satisfactory evidence  
of identification, which was ☐ Government Issued Photo Identification, ☐ Personal Knowledge,  
☐ Other: \_\_\_\_\_, to be the person whose name is signed on the preceding or  
attached document, and acknowledged to me that he/she signed it voluntarily for its stated  
purposes as said \_\_\_\_\_ of \_\_\_\_\_.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**EXHIBIT "A"**

**Property Address: 121 Grove Street, Franklin, MA 02038**

**PARCEL I**

A certain parcel of land on the WESTERLY line of Grove Street at the NORTHEASTERLY Corner of the premises at land formerly of Peter Whiting:

Thence running NORTH  $76\frac{1}{2}^{\circ}$  WEST by Peter Whiting land 45 rods on wall to end of wall;  
Thence running NORTH  $79\frac{1}{2}^{\circ}$  WEST 10 rods to stake and stones;  
Thence running NORTH  $86^{\circ}$  WEST 22 rods to stake and stones;  
Thence running NORTH  $89^{\circ}$  WEST 20 rods 9 links to a large white oak tree marked;  
Thence running SOUTH  $17\frac{1}{2}^{\circ}$  EAST 112 rods 12 links;  
Thence running SOUTH  $16\frac{1}{2}^{\circ}$  EAST 14 rods 18 links as the wall now stands to land formerly of Abijah Clark and bounded WESTERLY by land of said Whiting and said Clark;  
Thence running NORTH  $75^{\circ}$  EAST 24 rods as the wall now stands to Grove Street;  
Thence running NORTHERLY on Grove Street to the point of beginning.

There is excepted from the above parcel a total of 12.29 acres conveyed to New England Power Co. By deed dated June 18, 1964 and recorded with Norfolk Deeds in Book 4176 at page 634 and deed dated January 6, 1975 recorded with Norfolk Deeds in Book 5100 at Page 674.

**PARCEL II**

That certain parcel of land situated in said Franklin and being shown on the plan entitled "NEW ENGLAND POWER SERVICE COMPANY, PART OF NEW ENGLAND ELECTRIC SYSTEM, WESTBOROUGH, MASS. PLAN SHOWING LAND IN FRANKLIN, MASSACHUSETTS TO BE CONVEYED TO NEW ENGLAND POWER COMPANY BY FREDERICK A. ABDALAH ET AL, SCALE 1"= 200', DATED SEPTEMBER 4, 1974, E-10378', duly recorded with Norfolk Deeds and is more particularly bounded and described as follows:

Beginning at the most southern corner of said parcel at a stone bound located N.57" 05' 00" W., a distance of 500.00 feet from an iron rod located on the westerly side of said Grove Street;

Thence running N. 57" 05' 00' W. by said other land of the now or formerly of New England Power Company 465.16 feet to a point on a wall at land of the Commonwealth of Massachusetts, Department of Natural Resources;

Thence turning and running N. 26" 37' 28' W. by said wall by said land of the Commonwealth of Massachusetts, Department of Natural Resources, 591.81 feet to a drill hole;

Thence turning and running S. 57° 05' 00' E., 975.29 feet to a stone bound;

Thence turning and running S. 32° 05' 00" W., 300.00 feet to the place of beginning.



**EXHIBIT "E"**

TERMINATION OF NOTICE OF CONTRACT

THE COMMONWEALTH  
OF MASSACHUSETTS

COUNTY OF NORFOLK

KNOW ALL MEN BY THESE PRESENTS:

THIS TERMINATION OF NOTICE OF CONTRACT (this "Termination") is made and entered into by and between BRYN SMITH ("Seller"), and FRH REALTY LLC, a Delaware limited liability company (together with its successors and assigns, "Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser entered into a certain unrecorded Contract of Sale (the "Contract") dated March 28, 2022, concerning approximately 30 acres of land in Norfolk County, Massachusetts, more particularly described on Exhibit "A" attached hereto, and all improvements thereon (the "Property"); and

WHEREAS, Seller and Purchaser executed and recorded against the Property that certain Notice of Contract (the "Notice") dated March 24, 2022, recorded as instrument no. \_\_\_\_\_ in the \_\_\_\_\_ of Norfolk County, Massachusetts for the purpose of providing notice of the existence of the Contract;

WHEREAS, Seller and Purchaser desire to release and terminate the Notice.

NOW, THEREFORE, Seller and Purchaser agree that the Notice is terminated and released from the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Termination to be effective \_\_\_\_\_, 2022: UPON RECORDING

SELLER:

  
\_\_\_\_\_  
BRYN SMITH

**Commonwealth of Massachusetts**

Norfolk, ss

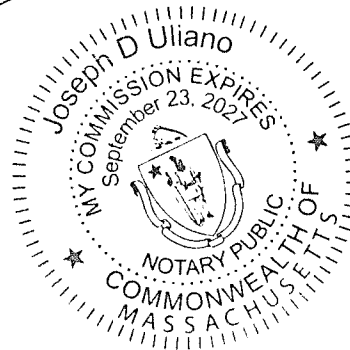
On this 28 day of MARCH, 2022, before me, the undersigned notary public, personally appeared BRYN SMITH of BEAUMONT MA, proved to me through satisfactory evidence of identification, being (check whichever applies): X



*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(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.*

My commission expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public





PURCHASER:

FRH REALTY LLC, a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 202\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ Government Issued Photo Identification, ☐ Personal Knowledge, ☐ Other: \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purposes as said \_\_\_\_\_ of \_\_\_\_\_.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**EXHIBIT "A"**

**Property Address: 121 Grove Street, Franklin, MA 02038**

**PARCEL I**

A certain parcel of land on the WESTERLY line of Grove Street at the NORTHEASTERLY Corner of the premises at land formerly of Peter Whiting:

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Thence running NORTH  $79\frac{1}{2}^{\circ}$  WEST 10 rods to stake and stones;  
Thence running NORTH  $86^{\circ}$  WEST 22 rods to stake and stones;  
Thence running NORTH  $89^{\circ}$  WEST 20 rods 9 links to a large white oak tree marked;  
Thence running SOUTH  $17\frac{1}{2}^{\circ}$  EAST 112 rods 12 links;  
Thence running SOUTH  $16\frac{1}{2}^{\circ}$  EAST 14 rods 18 links as the wall now stands to land formerly of Abijah Clark and bounded WESTERLY by land of said Whiting and said Clark;  
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Thence running NORTHERLY on Grove Street to the point of beginning.

There is excepted from the above parcel a total of 12.29 acres conveyed to New England Power Co. By deed dated June 18, 1964 and recorded with Norfolk Deeds in Book 4176 at page 634 and deed dated January 6, 1975 recorded with Norfolk Deeds in Book 5100 at Page 674.

**PARCEL II**

That certain parcel of land situated in said Franklin and being shown on the plan entitled "NEW ENGLAND POWER SERVICE COMPANY, PART OF NEW ENGLAND ELECTRIC SYSTEM, WESTBOROUGH, MASS. PLAN SHOWING LAND IN FRANKLIN, MASSACHUSETTS TO BE CONVEYED TO NEW ENGLAND POWER COMPANY BY FREDERICK A. ABDALAH ET AL, SCALE 1"= 200', DATED SEPTEMBER 4, 1974, E-10378', duly recorded with Norfolk Deeds and is more particularly bounded and described as follows:

Beginning at the most southern corner of said parcel at a stone bound located N.57" 05' 00" W., a distance of 500.00 feet from an iron rod located on the westerly side of said Grove Street;

Thence running N. 57" 05' 00' W. by said other land of the now or formerly of New England Power Company 465.16 feet to a point on a wall at land of the Commonwealth of Massachusetts, Department of Natural Resources;

Thence turning and running N. 26" 37' 28' W. by said wall by said land of the Commonwealth of Massachusetts, Department of Natural Resources, 591.81 feet to a drill hole;

Thence turning and running S. 57° 05' 00' E., 975.29 feet to a stone bound;



Thence turning and running S. 32° 05' 00" W., 300.00 feet to the place of beginning.



**EXHIBIT "F"**

**LIST OF EXISTING LEASES AND OCCUPANCY AGREEMENTS**

1. Lease Agreement with Michael Henrich, tenant of Unit 1 located at 121 Grove Street, Franklin, MA.
2. Lease Agreement with Barbara Dweyer, tenant of Unit 2 located at 121 Grove Street, Franklin, MA.
3. Lease Agreement with Kevin Beschi, tenant of Unit 3 located at 121 Grove Street, Franklin, MA.
4. Lease Agreement with Ed Baker, tenant of Unit 4 located at 121 Grove Street, Franklin, MA.



## **FIRST AMENDMENT TO CONTRACT OF SALE**

THIS FIRST AMENDMENT TO CONTRACT OF SALE (the "Amendment") is made and entered into as of the 14<sup>th</sup> day of June, 2022, by and between BRYN SMITH ("Seller") and FRH REALTY LLC, a Delaware limited liability company ("Purchaser"), upon the terms set forth herein.

### **RECITALS:**

WHEREAS, Seller and Purchaser are parties to that certain Contract of Sale dated effective March 29, 2022 (as amended, the "Contract"), concerning that certain real property located in Franklin, Massachusetts, as more particularly described in the Contract (the "Property");

WHEREAS, the parties desire to enter into this Amendment for the purpose of amending certain terms and provisions of the Contract.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Seller and Purchaser agree as follows:

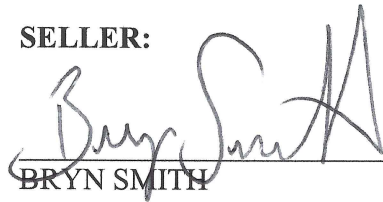
1. Inspection Period. The date of expiration of the Inspection Period is hereby extended to and shall be July 13, 2022.

2. Miscellaneous. In order to facilitate execution, (a) electronic signatures to this Amendment, including by "docusign", shall be sufficient to bind the applicable Party to the terms of this Amendment, (b) this Amendment may be executed in multiple counterparts, (c) all counterparts shall collectively constitute a single instrument, (d) any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages, and (e) delivery of an executed counterpart of this Amendment by facsimile or electronic transmission shall be binding on the Parties so delivering. Except as amended hereby, all terms and conditions of the Contract are and remain in full force and effect as therein written. Capitalized terms which are used herein but not defined and/or amended shall have the same meaning given to such terms in the Contract. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control.



IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

**SELLER:**

  
\_\_\_\_\_

BRYN SMITH

**PURCHASER:**

FRH REALTY LLC,  
a Delaware limited liability company

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

Name: Jenna Woods

Title: Senior Vice President & Corporate Secretary



## **SECOND AMENDMENT TO CONTRACT OF SALE**

THIS SECOND AMENDMENT TO CONTRACT OF SALE (the “Amendment”) is made and entered into as of the 13th day of July, 2022, by and between BRYN SMITH (“Seller”) and FRH REALTY LLC, a Delaware limited liability company (“Purchaser”), upon the terms set forth herein.

### **RECITALS:**

WHEREAS, Seller and Purchaser are parties to that certain Contract of Sale dated effective March 29, 2022, as amended by First Amendment to Contract of Sale dated June 14, 2022 (as amended, the “Contract”), concerning that certain real property located in Franklin, Massachusetts, as more particularly described in the Contract (the “Property”);

WHEREAS, the parties desire to enter into this Amendment for the purpose of amending certain terms and provisions of the Contract.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Seller and Purchaser agree as follows:

1. Release of Earnest Money. Section 3.d.(ii) of the Contract is amended to delete the phrase “the thirty-first (31st) day following the last day of the Inspection Period” and to replace it with “the one hundred fifty-first (151<sup>st</sup>) day following the last day of the Inspection Period”.

2. Inspection Period. The date of expiration of the Inspection Period is extended to and shall be July 22, 2022.

3. Miscellaneous. In order to facilitate execution, (a) electronic signatures to this Amendment, including by “docusign”, shall be sufficient to bind the applicable Party to the terms of this Amendment, (b) this Amendment may be executed in multiple counterparts, (c) all counterparts shall collectively constitute a single instrument, (d) any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages, and (e) delivery of an executed counterpart of this Amendment by facsimile or electronic transmission shall be binding on the Parties so delivering. Except as amended hereby, all terms and conditions of the Contract are and remain in full force and effect as therein written. Capitalized terms which are used herein but not defined and/or amended shall have the same meaning given to such terms in the Contract. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control.



IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.


**SELLER:**

Bryn Smith  
Bryn Smith (Jul 13, 2022 15:15 EDT)

\_\_\_\_\_  
BRYN SMITH

**PURCHASER:**

FRH REALTY LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Jenna Woods  
Title: Senior Vice President & Corporate Secretary



# 2nd Amendment to COS v3

Final Audit Report

2022-07-13

Created:	2022-07-13
By:	MICHAEL HESTER (mhester@gpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXaTWH-7RF6I1KoIL8d_uvtMSwZE3OzZE

## "2nd Amendment to COS v3" History

 Document created by MICHAEL HESTER (mhester@gpd.com)

2022-07-13 - 7:08:14 PM GMT- IP address: 66.64.20.210

 Document emailed to bryn@thenicecompany.com for signature

2022-07-13 - 7:09:00 PM GMT

 Email viewed by bryn@thenicecompany.com

2022-07-13 - 7:13:57 PM GMT- IP address: 96.230.205.199

 Document e-signed by Bryn Smith (bryn@thenicecompany.com)

Signature Date: 2022-07-13 - 7:15:31 PM GMT - Time Source: server- IP address: 96.230.205.199

 Agreement completed.

2022-07-13 - 7:15:31 PM GMT



### **THIRD AMENDMENT TO CONTRACT OF SALE**

THIS THIRD AMENDMENT TO CONTRACT OF SALE (the "Amendment") is made and entered into as of the 18th day of May, 2023 (the "Amendment Date"), by and between BRYN SMITH ("Seller") and FRH REALTY LLC, a Delaware limited liability company ("Purchaser"), upon the terms set forth herein.

#### **RECITALS:**

WHEREAS, Seller and Purchaser are parties to that certain Contract of Sale dated effective March 29, 2022, as amended by First Amendment to Contract of Sale dated June 14, 2022 and that certain Second Amendment to Contract of Sale dated July 13, 2022 (as amended, the "Contract"), concerning that certain real property located in Franklin, Massachusetts, as more particularly described in the Contract (the "Property");

WHEREAS, the parties desire to enter into this Amendment for the purpose of amending certain terms and provisions of the Contract.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Seller and Purchaser agree as follows:

1. Release of Earnest Money. Notwithstanding the provisions of Section 3.d.ii. of the Contract to the contrary, Seller and Purchaser agree that date of the release of Earnest Money to Seller otherwise scheduled to occur on May 19, 2023 pursuant to such Section (the "May Release") shall be extended to, and shall not be released until June 2, 2023, provided that the Contract has not been terminated prior to such date. For the avoidance of doubt, this Amendment shall modify only the date of the May Release (and no other deposit releases under the Contract), and the May Release shall remain subject to satisfaction of the conditions to release set forth in Section 3.d.ii of the Contract on June 2, 2023.
2. Miscellaneous. In order to facilitate execution, (a) electronic signatures to this Amendment, including by "docusign", shall be sufficient to bind the applicable Party to the terms of this Amendment, (b) this Amendment may be executed in multiple counterparts, (c) all counterparts shall collectively constitute a single instrument, (d) any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages, and (e) delivery of an executed counterpart of this Amendment by facsimile or electronic transmission shall be binding on the Parties so delivering. Except as amended hereby, all terms and conditions of the Contract are and remain in full force and effect as therein written. Capitalized terms which are used herein but not defined and/or amended shall have the same meaning given to such terms in the Contract. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control.



IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

**SELLER:**

  
\_\_\_\_\_  
BRYN SMITH

**PURCHASER:**

FRH REALTY LLC,  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_




IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

**SELLER:**

\_\_\_\_\_  
BRYN SMITH

**PURCHASER:**

FRH REALTY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Mary Nicoletta\_\_\_\_\_  
Title: Vice President & Assistant Secretary\_\_\_\_\_



## **FOURTH AMENDMENT TO CONTRACT OF SALE**

THIS FOURTH AMENDMENT TO CONTRACT OF SALE (the "Amendment") is made and entered into as of the 1st day of June, 2023 (the "Amendment Date"), by and between BRYN SMITH ("Seller") and FRH REALTY LLC, a Delaware limited liability company ("Purchaser"), upon the terms set forth herein.

### **RECITALS:**

WHEREAS, Seller and Purchaser are parties to that certain Contract of Sale dated effective March 29, 2022, as amended by First Amendment to Contract of Sale dated June 14, 2022, that certain Second Amendment to Contract of Sale dated July 13, 2022 and that certain Third Amendment to Contract of Sale (the "Third Amendment") dated as of May 18, 2023 (as amended, the "Contract"), concerning that certain real property located in Franklin, Massachusetts, as more particularly described in the Contract (the "Property");

WHEREAS, the parties desire to enter into this Amendment for the purpose of amending certain terms and provisions of the Contract.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Seller and Purchaser agree as follows:

1. Release of Earnest Money and Extension Fees. Notwithstanding the provisions of Section 3.d.ii., Section 8.e. or Section 8.f. of the Contract, commencing on the Amendment Date, the Escrow Agent shall not be required to (and shall not) release either of (a) the May Release (as defined in the Third Amendment) or any other \$10,000.00 monthly installments of the Earnest Money to Seller as contemplated by Section 3.d.ii. of the Contract; or (b) the \$10,000.00 monthly installments of Extension Fees (if deposited by Purchaser) to Seller as contemplated by Section 8.e. and/or Section 8.f. of the Contract (the installments described in the foregoing clauses (a) and (b), the "Monthly Installments"), in either case until such time as the Approval Date occurs (the Monthly Installments that would have been released or payable to Seller during the period elapsing between the Amendment Date and the Approval Date are referred to herein as the "Accrued Release Payments"). If the Approval Date occurs and the Contract has not previously been terminated by Purchaser, then subject to the Title Company confirming that Seller remains the owner of the Property subject only to the Permitted Exceptions and any Must Cure Exceptions existing of record as of the Effective Date, Escrow Agent shall release the Accrued Release Payments to Seller. If the Contract is terminated by Purchaser prior to the Approval Date, the Released Deposits that were released to Seller prior to the Amendment Date shall be retained by Seller, and the Accrued Release Payments (and the remainder of the Earnest Money and the Extension Fees) shall be returned to Purchaser.

2. Approvals.



(a) In connection with Purchaser's efforts to obtain the Approvals, Purchaser shall use commercially reasonable efforts to: (i) file an application for site eligibility approval with MassHousing by June 7, 2023; (ii) following Buyer's submission of the application described in clause (i) and during the course of MassHousing's review thereof, prepare an application for issuance of a comprehensive permit to be submitted to the Franklin Zoning Board of Appeals; and (iii) file an application for issuance of a comprehensive permit with the Franklin Zoning Board of Appeals within thirty (30) days after Purchaser's receipt of final and unappealable site eligibility approval from MassHousing on terms and conditions acceptable to Purchaser, in Purchaser's sole discretion.

(b) Section 8.f. of the Contract is amended to provide that the Extension Fees described therein shall be deposited by Buyer with the Escrow Agent (rather than with Seller) and disbursed by the Escrow Agent as provided in Section 1 of this Amendment.

3. Closing Date.

(a) The reference to "sixty (60) days" in the first sentence of Section 10.a. of the Contract is deleted and replaced with "thirty (30) days".

(b) Notwithstanding the provisions of Section 10.a. of the Contract, Purchaser shall be entitled to extend the Closing Date for up to four (4) thirty (30) day periods by depositing an additional \$25,000.00 (each, a "Closing Extension Deposit") into escrow with the Escrow Agent with respect to each such extension on or prior to the then scheduled Closing Date. The Escrow Agent shall release and pay the Closing Extension Deposits to Seller upon the Title Company's confirmation that Seller remains the owner of the Property subject only to the Permitted Exceptions and any Must Cure Exceptions existing of record as of the Effective Date. The Closing Extension Deposits shall not be applicable to the Purchase Price and shall be non-refundable to Purchaser unless the Contract is terminated due to a Full Refund Termination (in which event, the Closing Extension Deposits shall be returned by Seller to Purchaser).

4. Miscellaneous. In order to facilitate execution, (a) electronic signatures to this Amendment, including by "docusign", shall be sufficient to bind the applicable Party to the terms of this Amendment, (b) this Amendment may be executed in multiple counterparts, (c) all counterparts shall collectively constitute a single instrument, (d) any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages, and (e) delivery of an executed counterpart of this Amendment by facsimile or electronic transmission shall be binding on the Parties so delivering. Except as amended hereby, all terms and conditions of the Contract are and remain in full force and effect as therein written. Capitalized terms which are used herein but not defined and/or amended shall have the same meaning given to such terms in the Contract. In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control.



IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

**SELLER:**

DocuSigned by:  
*Bryn Smith*  
9AB93A10102E402...  
BRYN SMITH

**PURCHASER:**

FRH REALTY LLC,  
a Delaware limited liability company

DocuSigned by:  
*Jenna Woods*  
By: 1796F78DC5E440B...  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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Attachment 8

List of Requested Exemptions



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## 5.a.ix List of Request Exemptions (and Zoning Summary Table)

The list below identifies the required waivers necessary from applicable local bylaws and regulations, based on the preliminary plans submitted herewith. This list is subject to modification based on the advancement of project design and permitting. In addition, the applicant hereby requests that all other applicable exceptions from, and permits under, all bylaws, codes, ordinances, regulations and local requirements of the Town of Franklin be granted pursuant to this application, so that the project can be built in accordance with the submitted plans.

Bylaw Section	Description	Waiver Request
<b>Franklin Zoning Bylaw Franklin Code Chapter 185</b>		
Section 185-7: Attachment 7 Use Regulations Schedule Part VI	Multifamily or Apartment is not an allowed use in the Industrial District	Request waiver to allow Multifamily or Apartment in the Industrial District
Section 185-11: Number of buildings on a lot	Not more than one single-family or two-family dwelling shall be erected on a lot. More than one principal building other than a single-family or two-family dwelling may be erected on a lot, provided that access, drainage and utilities serving each structure are functionally equivalent to that required for separate lots by the Planning Board rules and regulations	Waiver to the extent needed from this section to allow the development as shown on the site plans.
Section 185-13: Attachment 9 Schedule of Lot, Area, Frontage, Yard and Height Regulations	Maximum Building Height of 3 stories. 60 feet may be permitted by Special Permit from the Planning Board	Waiver to allow 5 stories and up to 68 feet
Section 185-19.B(1) Accessory Building and Structures	No accessory building or structure shall be located within a required front yard setback. Lots having frontage on any street will maintain the front yard setback from all street frontage.	Waiver for retaining walls within Front Yard Setback.
Section 185-19.B(2)	No accessory building or structure shall be located in	Waiver for retaining walls within 10 feet of side lot line.



Accessory Building and Structures	any side yard area nearer to the side lot line than 10 feet in any zoning district.	
Section 185-19.B(3) Accessory Building and Structures	No accessory building or structure shall be located in any rear yard area nearer to the rear lot line than 10 feet.	Waiver for retaining walls within 10 feet of rear lot line.
Section 185-21.B.(3) Parking Loading and Driveway Requirements	2 spaces per dwelling unit (Regardless of the number of bedrooms)	Waiver to allow 1.60 spaces per dwelling unit and parking for the clubhouse as shown.
Section 185-31 Site Plan and Design Review	Site Plan and Design Review Required	Waiver from Site Plan Review and Design Review requirements. Zoning Board of Appeals is the review and approval board.
Section 185-20.B(3)(c) Attachment 10 Sign Regulations	Schedule of Permitted Signs per District	Waiver requested to construct the sign as shown on the plans
Section 185-20.C(2) Sign Permits	Permit required from Building Commissioner and Approval from the Design Review Commission.	Waiver to allow signage to be approved as part of the Building Permit.
Section 185-20.C(4)(c)[1] Sign Dimensions	Properties within the IOPD and CBCD that are directly abutting or facing a residentially zoned district, shall have all signs reduced in size by 50%.	Waiver to not require a 50% reduction in size
Section 185-20.H Sign Approvals	Design Review Commission Sign Approvals	Waiver from Design Review Commission Approval
Section 185-30 Tree Planting	Any lot abutting a right-of-way of 75 feet or more in which a building is constructed within 150 feet of the right-of-way must have trees planted at least every 30 feet in a row between 30 and 50 feet back from the right-of-way	Waiver requested to the extent required in order to approve the landscaping as shown.

Continued...



<b>Franklin Wetland By-Law and Regulations Franklin Code Chapter 181</b>		
Section 181-2 Jurisdiction	Permit under the local By-Law required from Conservation Commission	Waiver from local By-Law Permit Requirements
Section 181-4 Buffer Zone Protections	Requirements specific to the 0-25, 25-50 and 50-100 foot wetland buffer zones	Waiver from the local Regulation requirements.
Section 181-7.13 Alternatives Analysis	Requires the submission of an Alternatives Analysis for specific project types	Waiver from the local Regulation requirements. (Will comply with WPA)
Section 181-7.14	Requires the submission of a Replication Plan and Protocol	Waiver from the local Regulation requirements. (Will comply with WPA)
Section 181-7.15	Required the submission of a Construction Sequence and Schedule	Waiver from the Local Regulation requirements.
<b>Franklin Stormwater Management By-Law Franklin Code Chapter 153</b>		
Stormwater Management	Requires local approvals for stormwater management	Waiver is requested as the project will be permitted under the Mass DEP Stormwater Regulations. The stormwater will be designed to comply with the local stormwater by-law to the extent feasible.

<b>Other Town of Franklin Chapters</b>		
Chapter 131 Public Way Access Permits	Permit from Town Administrator	Waiver from local Permit requirements
Chapter 155 Streets and Sdwls Excav in Public Way	Permit from DPW	Waiver from the local Permit requirements.
Chapter 179 Water, Water Extension	Water Distribution System permit from DPW	Waiver from the local Permit requirements.
Chapter 263 Water	Water System Approval – Section 263-4 Restriction on Issuance of Building Permit	Waiver from the local requirements.
Section 181-7.15	Required the submission of a Construction Sequence and Schedule	Waiver from the Local Regulation requirements.



The Applicant also requests waivers from otherwise applicable building permit and water and sewer fees, as to the affordable units.

## Zoning Table

Zoning Table: Industrial Zone			
Description	Required	Proposed	Status
Lot Area	40,000 sf	1,368,634 sf	Complies
Frontage	175 ft	1,203 ft	Complies
Lot Depth	200 ft	954+/- ft	Complies
Lot Width	157 ft	990 +/- ft	Complies
Front Yard	40 ft	60 ft	Complies
Side Yard	30 ft	>30 ft	Complies
Rear Yard	30 ft	125 ft	Complies
Height	3 Stories	5 Stories	Waiver Request
Max Impervious of Upland	70% Structures 80% Total	14% 45%	Complies
Parking (based on Residential use)	660 spaces (2 spaces/unit)	557 +/- spaces (1.60 spaces/unit)	Waiver Request
Parking (for clubhouse)	N/A	17 spaces	Waiver request for parking as shown

End of 5.a.ix.



Attachment 9

Project Statement of Impact



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## 5.a.xi Statement of Impact

*A statement of the impact of project in terms of traffic, public safety, municipal, school and public facilities, recreation, and the effect on open space and the natural environment.*

The primary benefit is the creation of new and diverse housing types at the right density and at an appropriate location. The proposal is five multi-family buildings dispersed across about 26 acres with a centrally located clubhouse with a community room, fitness center, kitchenette, swimming pool, outdoor lounge areas and a dogpark. The parking, trash management and pedestrian routes are all integrated into the natural environment to create ample open space and landscaping. Twenty-five percent of the units will remain, in perpetuity, restricted to households below 80% of the median income. The location is ideal in its proximity to local transit, public amenities and shopping.

### Traffic

Traffic Impact Assessment (TIA) has been prepared by Vanasse & Associates, Inc. (VAI) and the results indicate only minor impacts to future traffic conditions.

Grove Street, a two-lane roadway with 16-foot travel lanes, provides access to the I-495 interchange just one mile to the north.

The existing driveway curb cuts will be replaced with a new primary driveway curb cut and a secondary emergency-access only curb cut.

### Safety concerns

The Franklin Fire Department was consulted and is comfortable with the height of the buildings and the access for their apparatus. There was a recommendation for a secondary means of access which has been added as shown on the plans.

As mentioned the traffic study indicates no concerns related to vehicular circulation or sight lines.

Appropriate level exterior lighting is included.

### Municipal concerns

Impacts related to emergency services will be minimal. Based upon emergency call data from the representative communities, the proposed 330 unit residential apartment community is estimated to generate 82 police calls, 21 fire related calls and 49 emergency medical service calls annually.



The proposed development will significantly increase the tax assessment. Based on a review by our planning consultant, annual revenues including property taxes, CPA surcharge and vehicle excise taxes will increase by more than \$800,000 per year.

Included in the fees to be provided to the town is the Building permit fee, more than \$600,000.

### Schools

Proposed community will include two and three bedroom units that will have some school aged children that will attend the local public school system. Our consultant found that, using the school age data (SAC) from the Union Place apartment complex, an estimated .239 SAC reside within the 222 two and three bedroom units. Applying this SAC ratio to the proposed project generates an estimated 43 new school age children (179 two and three bedroom units x .239).

### Public Facilities

Water and Wastewater. The Town Water / Sewer Division maintains the town water distribution and sanitary sewer systems. There is sufficient capacity in the municipal water system and the 16-inch water pipe in Grove Street provides ample flow and pressure based on recent hydrant flow data.

Regarding the overall municipal sewer system, there is ample wastewater capacity. The Town is serviced by the Charles River Pollution Control District in Medway and on average has a reserve capacity of more than 700,000 gpd. The sewer infrastructure along Grove Street may require some sort of mitigation to account for the approximate 27,000 gpd of additional flow and we will work with the Water and Sewer Division to address any potential needs.

A plan to control construction-related impacts including erosion, sedimentation and other pollutant sources will be designed in accordance with the EPA's National Pollutant Discharge Elimination System (NPDES).

There will be no interconnection between the Site stormwater drainage system and the Town's drainage system which is subject to the MS4 Permit.

### Recreation

The project includes proposed improvements to promote public access and use of the adjacent State Forest and it includes on-site amenities for residents.



Immediately to the north Franklin Town Forest and we propose that about two-three acres of 121 Grove Street be preserved and at as a buffer between the residents and the park. This area can be used to create on-property trails that connect to the existing trail system.

Approximately one mile to the south along Grove Street is the Southern New England Trunkline Trail (SNETT). The Town has a long-range plan for a multi-use path along Grove Street and although some of the path has been built, there is currently no plan to build along the 121 Grove Street frontage. We are seeking approval to construct such a path as part of this project.

Amenities that are include in the project for residents include the outdoor spaces connected by sidewalks and wetland crossings, connections to the existing state park, a swimming pool and outside lounging areas, barbeque grilling stations, a fitness room and wi-fi lounge and a dogpark.

### Open Space and the Environment

The Site is a mix of wooded uplands interspersed with wetlands and intermittent streams in the wetlands. Land clearing and creation of new impervious surfaces for the residential program is less impactful than most industrial (current zoning) type uses in that the residential program can be scattered throughout the 31 acres with pockets of development. This type of design also complements the community with creation of screening and preservation of natural areas.

There is an area of about three acres immediately abutting the State Forest that we propose to remain undisturbed and serve as a buffer to forest trails system.

The Site is ideally located for multi-family use because there are no adjacent residential areas that will be affected. To the north is the State Forest and to the South is an electrical substation.

An Order of Resource Delineation (ORAD) received from the Franklin Conservation Commission establishes the location of wetlands. As part of the Notice of Intent (NOI) that we will submit, the intermittent streams inside the wetlands will also be delineated. All work and permitting will comply with the state Wetland Protection Act (WPA) and, to the greatest extent possible, the local Conservation Commission Bylaws/Regulations.

The program requires crossing two wetlands/stream which will be accomplished with open bottom culverts to avoid direct impact. The design is in accordance with the Stream Crossing Standards of the WPA and will require permitting as part of the NOI process.

There is an existing 60 foot culvert that an intermittent stream flows through and we are proposing remove the pipe and recreate the natural stream flow. Some minor wetland filling is necessary to create better usable spaces but we propose wetland replication at 2:1 ratio.



The Site does not contain an 100-year floodplain, no endangered or rare species, no vernal pools, is not in an Area of Critical Environmental Concern, is not an Outstanding Resource Water nor located in a Watershed Protection Area. A small area in the northeast corner of the Site is designated as a Zone II Wellhead Protection Area but we are not doing any work near it.

Low Impact Development (LID) strategies will be included in the design to the extent feasible to minimize stormwater runoff and retain stormwater for groundwater recharge.

The stormwater system is designed in full compliance with the Massachusetts Department of Environmental Protection (DEP) Stormwater Management Policy and to the extent possible, to the Town of Franklin's Stormwater Management Bylaw. The system will be subject to a long term Operations and Maintenance Plan to assure ongoing performance.



Attachment 10

Copy of Deed



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## **5.a.ii Report of Existing Conditions**

Title to the estate or interest in the Land is at the Commitment Date vested in: Bryn Smith, individually, under and by virtue of a quitclaim deed dated July 3, 2021 and recorded with said Deeds in Book 39702, Page 310.



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Attachment 11

Statement of Local Need



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**Att 5.a.xiv**  
**121 Grove Street, Franklin**  
**Chapter 40B Comprehensive Permit Application**  
**Statement of Need**

On May 20, 2022, the Executive Office of Housing and Livable Communities (EOHLC) approved a Housing Production Plan for the Town of Franklin (the “Franklin HPP”) prepared by the Town of Franklin’s Department of Planning & Community Development.<sup>1</sup> Although, as noted in the Franklin HPP, the Town already has more than 10% of its total year-round housing units as affordable housing, the Town still needs additional affordable housing development to meet the needs of Franklin’s growing population. The Franklin HPP concluded that housing prices are high due to the demand for housing far outpacing the supply. Specifically, the Franklin HPP found that there is an insufficient supply of denser developments including smaller units to accommodate the anticipated demand of seniors looking to downsize, young professionals and families that will make up Franklin’s future. Further, the Franklin HPP concluded that the number of affordable housing units available for residents with very low income and low income is not sufficient for current local and regional demands. As a result, new multifamily housing is needed to stabilize prices and better match demand and supply.

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<sup>1</sup> Available at: [https://www.franklinma.gov/sites/g/files/vyhlf10036/f/uploads/franklin\\_housing\\_production\\_plan\\_-\\_final\\_with\\_approval\\_ltr.pdf](https://www.franklinma.gov/sites/g/files/vyhlf10036/f/uploads/franklin_housing_production_plan_-_final_with_approval_ltr.pdf)



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Attachment 12

Traffic Executive Summary



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## **EXECUTIVE SUMMARY**

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### **DESCRIPTION OF PROJECT**

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Impact Assessment (TIA) to identify traffic impacts associated with a proposed residential development to be located at 121 Grove Street in Franklin, Massachusetts (the “Project”). The purpose of this TIA is to review existing and future traffic conditions in the vicinity of the site, determine the traffic impact of the proposed Project at key intersections expected to experience increased traffic levels from the Project, and review the need for improvements to mitigate the Project’s traffic impact.

### **PROPOSED PROJECT**

The site is bounded by areas of open and wooded space to the north, south, and west, and Grove Street to the east. Currently, the site contains a single-family home. The site has two curb cuts onto Grove Street. The Project entails razing the existing building and constructing five residential buildings consisting of 330 multifamily units and a clubhouse. The site will provide 507 parking spaces.

### **EXISTING CONDITIONS**

A comprehensive field inventory was conducted to collect existing roadway geometrics, traffic volumes, operating characteristics, speed limits, and sight distances, as well as land use information. Traffic volumes were collected in June 2023 at the intersections expected to receive the traffic impact from the Project. These are listed below:

- Route 140 at Grove Street and West Central Street
- Route 140 at I-495 southbound ramps
- Route 140 at I-495 northbound ramps
- Grove Street at Beaver Street
- Beaver Street at Route 140
- Grove Street at Washington Street



## **FUTURE CONDITIONS**

Traffic volumes within the study area were projected to 2030, which reflects a seven-year planning horizon consistent with State traffic study guidelines. These conditions incorporate traffic growth due to general background traffic increases as well as development projects currently being proposed/permitted or under construction and expected to generate traffic in the future. This condition is referred to as the No-Build condition.

## **PROJECT-GENERATED TRAFFIC**

The Project is expected to generate 1,528 vehicle trips on an average weekday (two-way, 24-hour volume), with 134 vehicle trips (31 entering and 103 exiting) expected during the weekday morning peak hour and 129 vehicle trips (79 entering and 50 exiting) expected during the weekday evening peak hour.

Project-related traffic-volume increases external to the study area relative to 2030 No-Build conditions are anticipated to range from 6 to 44 vehicles or 0.3 to 3.2 percent during the peak periods

## **TRAFFIC OPERATIONS ANALYSIS**

In future conditions, operations are generally preserved with minor increases in delays and vehicle queue lengths on the various approaches.

## **RECOMMENDATIONS**

Access to the Project site will be provided via one driveway onto Grove Street. The following recommendations are offered with respect to the design and operation of the Project site driveway:

- The driveway should be placed under STOP-sign (*Manual on Uniform Traffic Control Devices* (MUTCD)<sup>1</sup> R1-1) control, with a painted STOP-bar included.
- All signs and other pavement markings to be installed within the Project site shall conform to the applicable standards of the current MUTCD.
- Signs and landscaping adjacent to the Project site driveway should be designed and maintained so as not to restrict lines of sight.
- Snow windrows within sight triangle areas of the Project site driveway should be promptly removed where such accumulations would impede sightlines.

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<sup>1</sup>*Manual on Uniform Traffic Control Devices (MUTCD)*; Federal Highway Administration; Washington, D.C.; 2009.



### **Transportation Demand Management (TDM) Plan**

In an effort to encourage the use of alternative modes of transportation to single-occupant vehicles, the following TDM measures will be implemented as a part of the Project:

- A “welcome packet” should be provided to residents and employees detailing available public transportation services, bicycle, micro-mobility devices, walking alternatives, and available commuter options.
- In order to encourage the use of public transportation, the property management team will make available public transportation schedules which will be posted in a centralized location for the residents.
- In order to encourage car/vanpooling, the property management team will identify car/vanpool resources that may be available to residents of the proposed Project. This information will be posted in a centralized location for the residents, employees, and visitors. There is a possibility of coordinating with GATRA GO since their on-demand service provides vehicles with seating for 9 to 10 people.
- The property management team will provide information on available pedestrian and bicycle facilities in the vicinity of the Project site. This information will be posted in a centralized location.

### **CONCLUSIONS**

As documented in this study, Project-related traffic increases result in minor delay increases at signalized intersections; however, there is minimal change in vehicle queuing so it is unlikely that Project-related traffic increases will be noticeable. Further, Project-related traffic increases will not result in significant increases on overall traffic volumes or traffic delays within the study area. The site driveway will provide efficient access to and from the development. In general, Project-related traffic can be adequately accommodated within the existing infrastructure with minimal impact on the traffic operations within the study area.



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Attachment 13

Certified Abutters List



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Town of Franklin, MA

10/20/2023

126866

Abutter's List Request Form

Status: Active

Submitted On: 10/10/2023

Primary Location

121 GROVE ST

FRANKLIN, MA 02038

Owner

SMITH BRYN

106 MENDON ST BELLINGHAM, MA 02019

294-007-000-000  
295-001-000-000

Applicant

Michael Capachietti

781-279-0180

michael.capachietti@rjoconnell.com

80 Montvale Ave

Stoneham, MA 02180

---

## Abutter's List Request Form

Which Board/Commission is requiring this list?\*

Zoning Board of Appeals

What is the purpose for the request?\*

Comprehensive Permit Application

How would you like to receive this abutters list?\*

Emailed

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

michael.capachietti@rjoconnell.com





# 121 GROVE ST & ADJACENT [294-007-000-000]

Franklin, MA



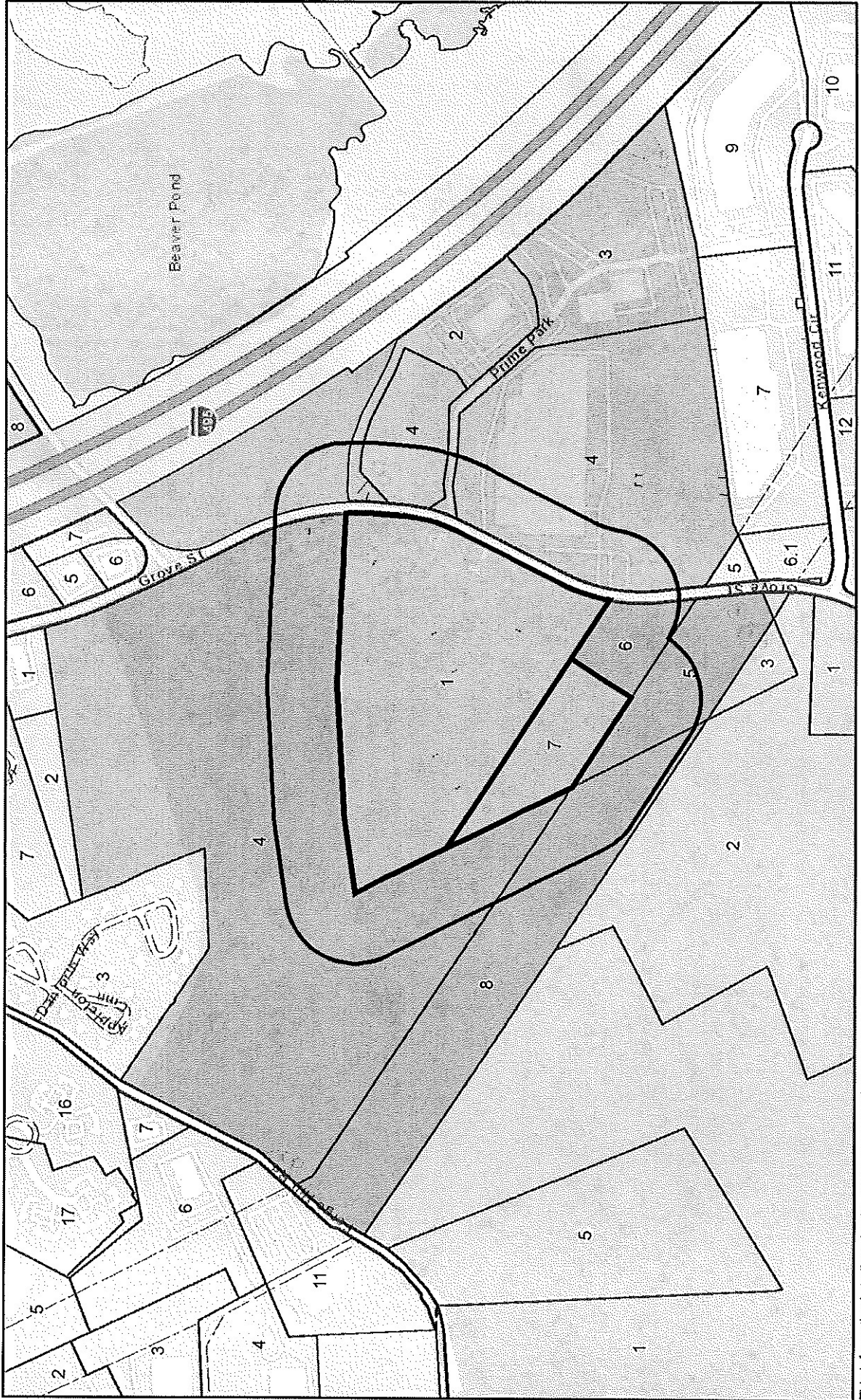
Professional Mapping, Geospatial Solutions

October 20, 2023

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  
October 20, 2023

## Subject Properties:

Parcel Number: 294-007-000  
CAMA Number: 294-007-000-000  
Property Address: GROVE ST

Mailing Address: SMITH BRYN  
106 MENDON ST  
BELLINGHAM, MA 02019

Parcel Number: 295-001-000  
CAMA Number: 295-001-000-000  
Property Address: 121 GROVE ST

Mailing Address: SMITH BRYN  
106 MENDON ST  
BELLINGHAM, MA 02019

## Abutters:

Parcel Number: 288-003-000  
CAMA Number: 288-003-000-000  
Property Address: 100 GROVE ST

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

Parcel Number: 288-004-000  
CAMA Number: 288-004-000-000  
Property Address: 120 GROVE ST

Mailing Address: BEAULIEU DEBRA A TR MEL-DINA  
REALTY TRUST  
842 UPPER UNION ST STE 8  
FRANKLIN, MA 02038

Parcel Number: 289-004-000  
CAMA Number: 289-004-000-000  
Property Address: GROVE ST

Mailing Address: COMMONWEALTH OF  
MASSACHUSETTS DIVISION OF STATE  
PARKS AND RE  
251 CAUSEWAY ST, STE 600  
BOSTON, MA 02114

Parcel Number: 294-005-000  
CAMA Number: 294-005-000-000  
Property Address: GROVE ST

Mailing Address: NEW ENGLAND POWER CO PROPERTY  
TAX DEPT  
40 SYLVAN RD  
WALTHAM, MA 02451-2286

Parcel Number: 294-006-000  
CAMA Number: 294-006-000-000  
Property Address: 131 GROVE ST

Mailing Address: NEW ENGLAND POWER CO PROPERTY  
TAX DEPT  
40 SYLVAN RD  
WALTHAM, MA 02451-2286

Parcel Number: 294-007-000  
CAMA Number: 294-007-000-000  
Property Address: GROVE ST

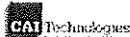
Mailing Address: SMITH BRYN  
106 MENDON ST  
BELLINGHAM, MA 02019

Parcel Number: 294-008-000  
CAMA Number: 294-008-000-000  
Property Address: GROVE ST

Mailing Address: HUGHES STEPHEN V JR NEW  
ENGLAND POWER CO PROPERTY TAX  
DEPT  
40 SYLVAN RD  
WALTHAM, MA 02451-2286

Parcel Number: 295-001-000  
CAMA Number: 295-001-000-000  
Property Address: 121 GROVE ST

Mailing Address: SMITH BRYN  
106 MENDON ST  
BELLINGHAM, MA 02019



www.cai-tech.com

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

10/20/2023

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# 300 foot Abutters List Report

Franklin, MA  
October 20, 2023

Parcel Number: 295-002-000  
CAMA Number: 295-002-000-000  
Property Address: 122 GROVE ST

Mailing Address: AMEGO INC  
33 PERRY AVE  
ATTLEBORO, MA 02703

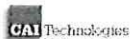
Parcel Number: 295-003-000  
CAMA Number: 295-003-000-000  
Property Address: 124 GROVE ST

Mailing Address: FRANKLIN OAKS EQUITY PARTNERS,  
C/O AEGEAN CAPITAL LLC  
150 EAST 58TH ST - 23RD FLOOR  
NEW YORK, NY 10155

Parcel Number: 295-004-000  
CAMA Number: 295-004-000-000  
Property Address: 126 GROVE ST

Mailing Address: KEY BOSTON INC  
126 GROVE ST BOX 247  
FRANKLIN, MA 02038

*Kevin W. Doyle, 10-20-23*



[www.cai-tech.com](http://www.cai-tech.com)

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10/20/2023

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AMEGO INC  
33 PERRY AVE  
ATTLEBORO, MA 02703

BEAULIEU DEBRA A TR  
MEL-DINA REALTY TRUST  
842 UPPER UNION ST STE 8  
FRANKLIN, MA 02038

COMMONWEALTH OF  
MASSACHUS  
DIVISION OF STATE PARKS A  
251 CAUSEWAY ST, STE 600  
BOSTON, MA 02114

FRANKLIN OAKS EQUITY PART  
C/O AEGEAN CAPITAL LLC  
150 EAST 58TH ST - 23RD FLOOR  
NEW YORK, NY 10155

FRANKLIN TOWN OF  
355 EAST CENTRAL STREET  
FRANKLIN, MA 02038

HUGHES STEPHEN V JR  
NEW ENGLAND POWER CO PROP  
40 SYLVAN RD  
WALTHAM, MA 02451-2286

KEY BOSTON INC  
126 GROVE ST BOX 247  
FRANKLIN, MA 02038

NEW ENGLAND POWER CO  
PROPERTY TAX DEPT  
40 SYLVAN RD  
WALTHAM, MA 02451-2286

SMITH BRYN  
106 MENDON ST  
BELLINGHAM, MA 02019



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