

River Stone – Hingham MA

Comprehensive Permit Application

Town of Hingham, Massachusetts
ZONING BOARD OF APPEALS

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RIVER STONE – HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: APPLICATION FOR COMPREHENSIVE PERMIT IN ACCORDANCE
WITH G.L. c 40B, §§ 20-23

River Stone, LLC, (the "Applicant") hereby submits this application to the Zoning Board of Appeals of the Town of Hingham, Massachusetts, in accordance with G.L. c 40B, §§ 20-23 ("Chapter 40B"), for the issuance of a Comprehensive Permit authorizing the Applicant to construct a 36 condominium unit, for-sale, housing development to be called River Stone.

This application fulfills the submission requirements set forth in Chapter 40B, the regulations set forth at 760 CMR 56 et seq., and the Town of Hingham Board of Appeals Rules and Regulations for Comprehensive Permits (the "Rules and Regulations").

River Stone LLC looks forward to the commencement of the Public Hearing within Thirty (30) Days of the Board's Receipt of this Application.

Sincerely,

Brian P. Murphy,
River Stone, LLC

River Stone, LLC

DEVELOPMENT NARRATIVE

The Developers have created the entity known as River Stone, LLC for the sole purpose of developing River Stone, a multi-family housing development in accordance with M.G.L 40B, §20-23. This entity shall execute a Regulatory Agreement to be entered into by and between itself, the community, and the lender, thereby creating a "Limited Dividend Organization."

The Town of Hingham is a suburban community with an affluent and historical residential character. It is bordered by Hingham Bay to the North, Weymouth to the West, Rockland and Norwell to the South, and Scituate, Cohasset and Hull to the East. Hingham is in a convenient location at approximately 15 miles East of Brockton, 30 miles North of Plymouth, and 20 Miles South of Boston.

The total land area of Hingham is 25.04 square miles with a population of 22,394. According to the Department of Housing and Community Development's 2014 Ch 40B subsidized Housing Inventory, the Town of Hingham has 8,841 year round housing units, with 561 units included in its subsidized Housing Inventory for a total of 6.3% of its housing stock.

Existing Site Conditions are shown on the Assessor's map 124 lots 70-75 and map 124 lot 26. The site is surrounded by developed residential lots on Ward Street to the South and West, and Autumn Circle to the North and East.

The site is located within the Residence B zoning district and is comprised of 6.31 acres of upland and 0.36 acres of wetland area. A single family home is located on parcel 124-0-26 whereas. The undeveloped area consists of wooded and grassed areas, with topography ranging in elevation from approximately 58 ft. to 86 ft. (NAVD 88) in the southwestern portion of the site near Ward Street to an elevation of approximately 58 ft. in the eastern portion of the site near the on-site bordering vegetated wetland resource area. The soil types as identified by Natural Resources Conservation Service (NRCS) for Plymouth County, MA, are classified as Warwick, Sudbury and Quonset soils. The soils range hydrological soil group classifications from 'A' to 'A/D'.

Ward Street is a two-lane approximately 24 ft. wide public roadway. The street intersects with High Street .2 miles to the North and Cushing Street .9 miles to the South. The intersection of Ward and Cushing Street is located .9 miles West of Main Street (Rt. 228) and 1.4 miles North of Route 53, and 1.6 North of Derby Street, which is located .4 miles from exit 14 off Route 3. The intersection of Ward Street and High Street is located 1.4 miles West of Main Street (Rt 228), and .5 miles East of the intersection of Commercial, Broad, and Water Street.

Proposed Project

The proposed development will consist of 36 non-age restricted condominium units comprised of 2, 3 and 4 unit buildings with bituminous concrete access driveways and associated infrastructure. Visitor and guest parking will be dispersed throughout the site. Access to the site will be provided by a private 18 ft wide roadway entering from Ward Street.

The condominiums have been designed by Axiom Architects and range in square footage from 2,000 to 2,300 square feet. We believe that the buildings will blend with the neighborhood and the town of Hingham as a whole.

The project will access the utility infrastructure located on Ward Street, including water, gas, electric, telephone, and cable television. A wastewater collection system will be constructed to convey sewerage flows to an on-site Title 5 septic system. The storm water management system will be designed to fully comply with all the standards of the Department of Environmental Protection's Storm water Management Policy.

Affordability Component

We are proposing that twenty five (25%) percent, or nine units, will be identified as affordable units and will blend with the proposed market rate homes and will be evenly distributed throughout the development. The affordable homes will be marketed to households whose income does not exceed eighty (80%) percent of the area median income, as defined by the Department of Housing and Urban Development.

The sales price for the affordable homes shall be calculated assuming a down payment five (5%) percent of the approved sales price with a total payment for principal, interest, mortgage insurance premiums, property taxes, property insurance and condominium association fees, if any, not to exceed thirty (30%) percent, of a household whose income is seventy (70%) percent of the area median income. Using the above formula and based on the more recent median income as published by HUD, the sales prices for the affordable units will be \$181,250.00.

It is intended that the residents of Hingham will receive a preference for up to seventy (70%) percent of the affordable units (70% of 9 units is 6). Preference can be determined, regulated and coordinated by the Developer, monitoring agent and the community to include existing local residents, siblings, parents, and offspring of local residents, in addition to municipal workers.

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TOWN OF HINGHAM, MASSACHUSETTS
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Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: PRELIMINARY SITE DEVELOPMENT PLANS

In accordance with Section 2.E.1 of the Town of Hingham Rules and 760 CMR 56.05(2)(a), the following preliminary plans and drawings are provided (the "Comprehensive Permit Preliminary Site Plan") and such plans are incorporated into and made a part of this application:

- Existing Conditions Plan
- Site Development Plan including Drainage and Utilities

The proposed development will consist of 36 non-age restricted condominium units comprised of 2, 3 and 4 unit buildings with bituminous concrete access driveways and associated infrastructure. Visitor and guest parking will be dispersed throughout the site. Access to the site will be provided by a private 18 ft. wide roadway entering from Ward Street.

The condominiums have been designed by Axiom Architects and range in square footage from 2,000 to 2,300 square feet. We believe that the buildings will blend with the neighborhood and the town of Hingham as a whole.

The project will access the utility infrastructure located on Ward Street, including water, gas, electric, telephone, and cable television. A wastewater collection system will be constructed to convey sewerage flows to an on-site Title 5 septic system. The storm water management system will be designed to fully comply with all applicable standards.

Sincerely,

Brian P. Murphy,
River Stone, LLC

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210 Central Street
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RE: REPORT ON EXISTING CONDITIONS

In accordance with Section 2.E.2 of the Town of Hingham Rules and 760 CMR 56.05(2)(b), this report summarizes the following existing conditions at the site, located of Ward Street in Hingham (the "Site"), as further documented in the preliminary site development plans (the "Preliminary Site Plans"):

1. Topography and elevations
2. Zoning district(s)
3. Existing buildings
4. Driveways and streets
5. Existing sewer connections
6. Wetlands
7. Character of surroundings and open areas
8. Parking and traffic patterns

1. Topography

This Site consists of approximately 6.67 acres of land and has frontage on Ward Street and Viking Lane in Hingham, MA. The site is comprised of 6.31 acres of upland and 0.36 acres of wetland areas. The site consists of seven parcels which are shown on the Assessor's map 124 lots 70-75 and map 124 lot 26. The Site's topography ranges in elevation from approximately 58 ft. to 86 ft. (NAVD 88) in the southwestern portion of the site near Ward Street to an elevation of approximately 58 ft. in the eastern portion of the site near the on-site bordering vegetated wetland resource area. The soil types as identified by Natural Resources Conservation Service (NRCS) for Plymouth County, MA, are classified as Warwick, Sudbury and Quonset soils. The soils range in hydrological soil group classifications from 'A' to 'AD'.

2. Zoning District

The Site is located within the Residence B Zoning District.

3. Existing Buildings

The Site contains one single family home located on parcel 124-0-26.

4. Driveways and Streets

Access to the Site will be provided by a private 18 ft. wide roadway entering from Ward Street.

5. Existing sewer connections

A wastewater collection system will be constructed to convey sewerage flows to an on-site Title 5 septic system.

6. Wetlands – The site consists of 6.67 acres of which 6.31 are upland and .36 acres are wetland.

7. Character of surroundings and open areas

The Site is surrounded by developed residential lots on Ward Street to the South and West, and Autumn Circle to the North and East. The homes located on Ward Street and Autumn Circle are primarily single family residences.

Presently the Site contains one home with Frontage on Ward Street. The remainder of the Site is undeveloped and consists of wooded and grassy areas

Except for the construction of the subdivision roadway and cul de sac with related road structures.

Parking and traffic patterns - The traffic consists of a single entrance off Ward street and an existing roadway layout with two access driveways off of the cul de sac servicing additional buildings.

Visitor and guest parking will be dispersed throughout the site.

The Site is surrounded by developed residential lots on Ward Street to the South and West, and Autumn Circle to the North and East. Ward Street is a two-lane approximately 24 ft. wide public roadway. The street intersects with High Street .2 miles to the North and Cushing Street .9 miles to the South. The intersection of Ward and Cushing Street is located .9 miles West of Main Street (Rt. 228) and 1.4 miles North of Route 53, and 1.6 North of Derby Street, which

is located .4 miles from exit 14 off Route 3. The intersection of Ward Street and High Street is located 1.4 miles West of Main Street (Rt. 228), and .5 miles East of the intersection of Commercial, Broad, and Water Street.

Sincerely,

Brian P. Murphy,
River Stone, LLC

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210 Central Street
Hingham, MA 02043

RE: PRELIMINARY SCALED ARCHITECTURAL DRAWINGS

In accordance with Section 2.E.3 of the Town of Hingham Rules 760 CMR 56.05(2)(c), preliminary scaled architectural drawings for each building including typical floor plans, typical elevations and sections, and identifying construction type and typical materials specifications and exterior finish have been provided (the "Comprehensive Permit Preliminary Architectural Plan") by separate attachment, and such plans are incorporated into and made part of this application:

LIST OF PLANS/DRAWINGS

Architectural Description

The proposed buildings are designed with pitched roofs that are no more than two stories high. However, the buildings are scaled down to emulate a similar massing to the single family homes in the surrounding neighborhood, which are all one and two story wood framed buildings. This is accomplished by presenting varying single story rooflines across the entire front and rear of each building.

On the front there is a one story entry porch adjoining a projecting single story pitched garage roof the garage is integrated into the front elevation to provide an ease of access while minimizing the need for excessive paved surfaces. The scale of the garage is visually reduced with the layering of roof lines on the front elevation of the homes. The second story front bedroom dormers are each only 16' wide with gables facing the street presenting a varied second story roofline.

The rear elevations are only one story with second story dormers facing the back of the building. A half-story clerestory window in the first floor family room of each unit breaks up the roof line. The exterior finishes of the buildings are also selected from typical New England residential materials to blend with the surrounding neighborhood. To give the project some variety, the siding may vary slightly in color, orientation, exposure or possibly between painted clapboards and solid-stained wood shingles. The trim will be typical painted wood rakes, casings, fascia and etc. Roofing will be a single color of architectural asphalt shingles typical throughout. Windows will be white, weather resistant double hung fenestrations with 6/6 muntin patterns to blend with the colonial character of Hingham. Foundations will be concrete but

reduced as low as feasible to the grade to minimize visual appearance. Entry porches will be stone or a similar cultured product and exterior columns, decks and railings will be a combination of wood and/or composite materials with increased durability and longevity of appearance.

Sincerely,

Brian P. Murphy,
River Stone, LLC

AXIOM ARCHITECTS

Memo

To: **PROJECT DESCRIPTION - RIVERSTONE, Hingham, MA**

From: Jim K

Date: 10/21/2015

The proposed buildings are designed with pitched roofs that are no more than two stories high. However, the buildings are scaled down to emulate a similar massing to the single family homes in the surrounding neighborhood, which are all one and two story wood framed buildings. This is accomplished by presenting varying single story roof lines across the entire front and rear of each building.

On the front there is a one story entry porch adjoining a projecting single story pitched garage roof. The garage is integrated into the front elevation to provide an ease of access while minimizing the need for excessive paved surfaces. The scale of the garage is visually reduced with the layering of roof lines on the front elevation of the homes. The second story front bedroom dormers are each only 16' wide with gables facing the street presenting a varied second story roof line.

The rear elevations are only one story with second story dormers facing the back of the building. A half-story clerestory window in the first floor family room of each unit breaks up the roof line.

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210 Central Street
Hingham, MA 02043

RE: TABULATION OF PROPOSED BUILDINGS

In accordance with Section 2.E.4 of the Town of Hingham Rules 760 CMR 56.05(2)(d), a tabulation of proposed buildings by type, size (number of bedrooms, floor area) and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, by parking, and other paved vehicular areas, and by open areas is provided below.

The following Tabulation is provided in accordance with Section 3.2.4 of the Town of Hingham's Supplemental Rules for Comprehensive Permit:

Type of Building	2 Story Residential Townhomes
Number of Buildings	10 Acres
Building Size	1.52 Acres – 22.8%
Number Units	(1) 2 – Unit Building (2) 3 – Unit Building (7) 4 – Unit Building
Size of Units	(18) 2 Bedroom Units – 2100 GFA (18) 3 Bedroom Units – 2100 GFA
Parking Coverage (includes road) (acres and as % of Site)	1.2 Acres – 18%
Other Paved Acres (acres and as % of Site)	See above
Open Space (acres and as % of Site)	3.95 Acres – 59%
Total Impervious area on Site (acres and as % of Site)	2.72 Acres – 40.8%

% coverage calculations based on total lot size of 6.67 acres.

Sincerely,

Brian P. Murphy,
River Stone, LLC

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RE: PRELIMINARY UTILITIES PLAN

In accordance with Section 2.E.6 of the Town of Hingham Rules and Regulations for Comprehensive Permits and 760 CMR 56.05(2)(f), a preliminary utilities plan showing the proposed location and types of sewage, water, and drainage facilities including hydrants, electrical and gas lines, and exterior lighting is provided within the Preliminary Site Development Plans and the attached Proposed Grading and Utility Plan.

Sincerely,

Brian P. Murphy,
River Stone, LLC

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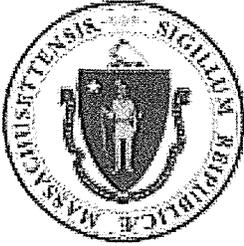
RE: PROJECT ELIGIBILITY

In accordance with Section 2.E.7 of the Town of Hingham Rules and Regulations for Comprehensive Permits and 760 CMR 56.05(2)(g), MHP's preliminary determination of Project Eligibility under the Comprehensive Permit Rules (the "Project Eligibility Determination") has been provided by separate attachment and is incorporated into and made a part of this application.

1. Limited Dividend Organization
2. Project Eligibility/Site Approval
3. Site Control

Sincerely,

Brian P. Murphy,
River Stone, LLC



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001189478

1. The exact name of the limited liability company is: RIVER STONE LLC

2a. Location of its principal office:

No. and Street: 293 WASHINGTON STREET
 City or Town: NORWELL State: MA Zip: 02061 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 293 WASHINGTON STREET
 City or Town: NORWELL State: MA Zip: 02061 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO ENGAGE AS A LIMITED DIVIDEND ENTITY IN THE DEVELOPMENT OF AFFORDABLE HOUSING INCLUDING THE OWNERSHIP AND MANAGEMENT OF REAL ESTATE INCLUDING THE LEASING THEREOF AND TO BUY, SELL, AND OTHERWISE DEAL IN AND WITH REAL ESTATE AND TO CARRY IN ANY BUSINESS OR OTHER ACTIVITY WHICH MAY LAWFULLY BE CARRIED ON BY A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WHETHER OR NOT RELATED TO THOSE REFERRED TO HEREIN.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BRIAN MURPHY
 No. and Street: 293 WASHINGTON STREET
 City or Town: NORWELL State: MA Zip: 02061 Country: USA

I, BRIAN MURPHY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BRAIN MURPHY	293 WASHINGTON STREET NORWELL, MA 02061 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are...

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BRIAN MURPHY	293 WASHINGTON STREET NORWELL, MA 02061 USA

9. Additional matters:

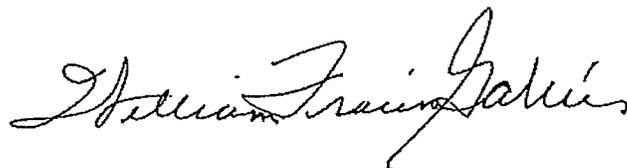
SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of September, 2015,
BRIAN MURPHY

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 15, 2015 09:45 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W" and "G".

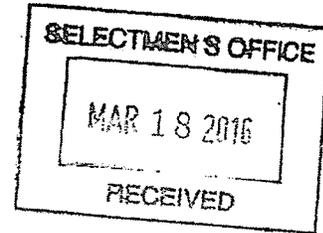
WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

Tel: 617.854.1000 | Fax: 617.854.1091
Vp: 866.758.1435 | www.masshousing.com



March 16, 2016

Mr. Brian Murphy
River Stone, LLC
293 Washington Street
Norwell, MA 02061

Re: River Stone, Hingham
Project Eligibility/Site Approval
Project #802

Dear Mr. Murphy:

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 Department of Housing and Community Development ("DHCD") (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 ("FHLBB").

You have proposed to build 36 homeownership units (the "Project") on 6.67 acres of land located on Viking Lane (the "Site") in Hingham, MA (the "Municipality").

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility ("Site Approval") 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 Town of Hingham Board of Selectmen submitted comments to MassHousing regarding the Application on January 25, 2016, summarizing comments from municipal officials, staff and members of the public. The following concerns were identified in their comments:

- The Municipality expressed concern about storm-water management issues resulting from an increase in impervious surface and the potential negative impacts on abutting properties and roadways.

- The Municipality expressed concern regarding the ability of public safety vehicles to effectively maneuver around on-street visitor parking in the event of an emergency.
 - The Municipality believes the site plan lacks adequate information to determine whether sidewalks will be included throughout the development. The Municipality is further concerned that current plan not include any provision for recreational areas for children.
 - The Municipality is concerned that the additional 36 homes proposed for this development would significantly increase the number of homes served by the existing road network creating a public safety hazard.
-
- The Municipality has identified a variety of measures it has taken in recent years to develop what the Municipality deems as the appropriate type of housing for its residents.

Community Comments

MassHousing received several letters and signed petitions from area residents, all of which expressed opposition to the proposed development. While letters from members of the community basically echoed the concerns identified by the local officials, the letters received are summarized below:

- Area residents expressed concern about potentially negative environmental impacts of the Project. They noted that portions of the Site have historically experienced flooding, and expressed concern that Project grading could result in erosion and flooding impacts on adjacent properties.
- Area residents expressed concern that the site supports a diverse wildlife population and that the proposed development may result in harm to wildlife and its associated habitat.
- Area residents believe the proposed buildings are significantly out of scale for the existing residential neighborhood.
- Area residents expressed concern that public safety vehicles may have difficulty negotiating the Site in the event of an emergency. In addition, they indicated that the internal roadway is narrow and may result in limited capacity for visitor parking.

Comments Outside of the Findings

While Comprehensive Permit Rules require MassHousing, acting as Subsidizing Agency under the Guidelines, to “accept written comments from Local Boards and other interested parties” and to “consider any such comments prior to issuing a determination of Project Eligibility,” they also limit MassHousing to specific findings outlined in 760 CMR 56.04(1) and (4). MassHousing identified issues that are not within the scope of our review including possible impacts on classroom size, and on the quality of the Hingham Public Schools.

MassHousing Determination and Recommendations

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. 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 Developer may apply to the Zoning Board of Appeals of the Municipality 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.

Based on MassHousing's site and design review, and in light of feedback received from the Municipality and members of the community, the following issues should be addressed in your application to the Hingham Zoning Board of Appeals, and you should be prepared to explore them more fully during the public hearing process:

- Development of this site will require resolution of all environmental conditions per laws, regulations and standards applicable to existing conditions and to the proposed use, including but not limited to compliance with all applicable regulatory restrictions relating to floodplain management, the protection of wetlands (WPA), river and wildlife habitats/conservation areas as well as local and state environmental protection requirements relating to the protection of the public water supply, storm water runoff, wastewater treatment, and hazardous waste safety. The Applicant should provide evidence of such compliance prior to the issuance of a building permit for the project.
- The Applicant should provide a detailed traffic study assessing potential impacts of the Project on area roadways, including traffic volumes, crash rates, and the safety and level of service (LOS) of area intersections, and identifying appropriate traffic mitigation in compliance with all applicable state and local requirements governing site design.
- The Applicant must comply with Title V regulations regarding the design and construction of individual wells, septic systems and wastewater treatment plants. The Applicant should provide evidence of such compliance prior to the issuance of a building permit for the project.
- The Applicant should be prepared to respond to Municipal concerns relative to the safety and functionality of the proposed internal roadway and pedestrian circulation 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 approval is expressly limited to the development of no more than thirty-six (36) homeownership units under the terms of the Program, with not less than nine (9) of such units restricted as affordable homeownership units for low and moderate income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of NEF 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 and 760 CMR 56.00.

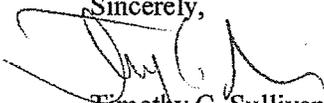
This approval will be effective for a period of two years from the date of this letter. Should the Applicant not apply for a Comprehensive Permit within this period or should MassHousing not extend the effective period of this letter in writing, this letter shall be considered to have expired and no longer be in effect. 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 FHLBB, 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 Michael J. Busby at (617) 854-1219.

Sincerely,



Timothy C. Sullivan
Executive Director

cc: Chrystal Kornegay, Undersecretary, Department of Housing and Community Development
John Foresto, Chairman, Hingham Board of Selectmen
David Cole, Chairman, Hingham Zoning Board of Appeals

Attachment 1.

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

River Stone, Hingham, MA #802

After the close of a 30-day review period and extension, if any, 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 Hingham is \$69,700. The Applicant submitted a letter of financial interest from South Shore Bank, a member bank of the FHLBB 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.

MassHousing carefully reviewed the information provided by the Hingham Board of Selectmen describing previous municipal actions intended to provide affordable housing. Specific examples cited by the Selectmen include:

- Creation of 6 units of affordable housing for veterans on Fort Hill Street;
- Acquisition and rehabilitation of a single family home on Scotland Street by the Hingham Housing Authority;
- A project built through DHCD's Local Initiative Program (LIP) known as Craftsman Village; and
- Transfer of funds to the Hingham Affordable Housing trust to support the planning phase of an affordable housing development on "Selectman's Parcel."

Hingham does not have a Housing Production Plan on file with DHCD. Hingham has 561 Subsidized Housing Inventory (SHI) units (6.35% of its housing inventory) and needs an additional 323 SHI units in order to meet the 10% SHI threshold. The current zoning allows for residential use, and the residential use would be compatible with surrounding uses.

(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);

In summary, based on evaluation of the site plan using the following criteria, MassHousing finds that the proposed conceptual project design is generally appropriate for the Site. The following plan review findings are made in response to the conceptual plan, submitted to MassHousing.

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

The Developer proposes varied rooflines with a peak height of no more than 2 stories high, which is consistent with roof heights found in the surrounding neighborhood. To help mitigate the massing of the buildings the developer proposes shed dormers and roof aprons across the entire front and rear of each building, architectural details such as door and window treatments, corner boards and stone or columned front porches, which will help reduce the bulk of the buildings. The development proposes a higher density than surrounding single-family house lots and introduces a new building type to this area. The Developer's objective is to create a New England Village-style development which features stone entry porches, decks, and exterior columns made of wood and or/composite materials, and are similar to traditional materials found in area homes.

Relationship to Adjacent Streets

The Site is bordered by residential neighborhoods along Ward Street which intersects with High Street to the North and Cushing Street to the South. There appears to be adequate lines of sight for vehicles entering and exiting the proposed Site. The visual perception of the proposed development from intersecting streets is able to successfully integrate with existing development patterns.

Density

The Applicant proposes to build 36 homes on 6.67 acres, 6.31 buildable acres. The resulting density is 5.7 units per buildable acre, which is acceptable given the proposed housing type and patterns of development within the region.

Conceptual Site Plan

The proposed development will consist of 36 condominium units located in 2, 3 and 4 unit buildings. Visitor and guest parking will be available throughout the site. The units will range from 2,000 to 2,300 square feet and will have water, gas and electric service by way of underground utilities accessed from Ward Street. A wastewater sewerage collection system is proposed to flow to an on-site Title 5 septic system. The interior roadway is appropriately designed to meet the vehicular needs of the proposed development.

Topography

The site is gently rolling woodland with a partial clearing in the area of the existing road. The existing topography is not an impediment to the proposed development.

Environmental Resources

The subject property is not located within any significant defined resource area and does not include any unique environmental features that enhance or restrict the proposed use.

Proposed Use

Based on MassHousing staff's site inspection, 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.

(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);

The Project appears financially feasible based on a comparable sales letter submitted by realtor Amy Toth of Coastal Real Estate of Scituate, MA.

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

The initial pro forma has been reviewed for the proposed residential use and the Project appears financially feasible with a projected profit margin of 16.69%. In addition, a third party appraisal commissioned by MassHousing has determined that the "As Is" land value for the Site of the proposed Project is \$2,610,000.

(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

The Applicant must be organized as a Limited Dividend Organization prior to applying for Final Approval. 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.

The Applicant controls the entire 6.67 acre Site under a purchase and sales agreement with an expiration date of September 15, 2020.

PURCHASE AND SALE AGREEMENT

From the Office of:
Warren F. Baker
Baker, Braverman & Barbadoro
300 Crown Colony Drive, Suite 500
Quincy, MA 02169

This _____ day of October , 2015

1. PARTIES
AND MAILING
ADDRESSES

Red Castle LLC
Hereinafter collectively called the SELLER, or SELLER's designated nominee, agrees to SELL and
River Stone LLC or its nominee
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,

2. DESCRIPTION

the following described premises: the real estate located off Ward Street, Hingham Mass, known as 70 Ward Street all as depicted on a plan as Lot A on a plan of land in Hingham, Ma, surveyed for Graham W. Bates dated June 26,1954, Lewis W. Perkins & Sons, Eng'rs recorded with Plymouth county Registry of Deeds in Plan Book 10, Page 704, including all easements, restrictions, and rights of way being a part thereof For title reference see deeds recorded with the Plymouth County Registry of Deeds in Book 45511 page 300.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

VACANT LAND and a single family residence Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith.

4. TITLE DEED

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

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (d) Betterment assessments after the date of this agreement;
- (e) Federal, state and local laws, ordinances, bylaws, rules and regulations relating to the use of land; and
- (f) Easements, restrictions and reservations of record, if any.

5. PLANS

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

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is

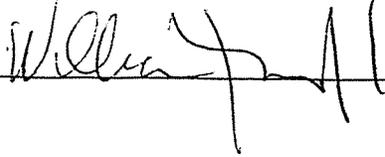
Five Hundred Thousand (\$500,000) ----- dollars, of which

\$		
\$	1,000.00	to be paid as a deposit herewith,
\$	499,000.00	are to be paid at the time of delivery and recording of the deed in cash, or
		by certified, cashier's, treasurer's or bank check(s) or attorney client fund
\$		check(s).
\$	500,000.00	TOTAL

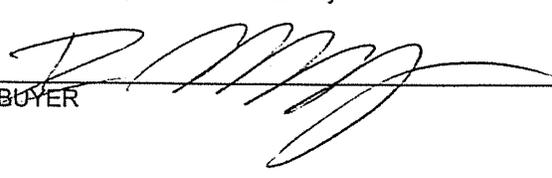
8. TIME FOR PERFORMANCE; DELIVERY OF DEED
Such deed is to be delivered at 10:00 a.m. on the at the time as further determined and provided herein at the Plymouth County Registry of Deeds or at the office of the conveyancing attorney provided that the same is within Plymouth County. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISE.
Full possession of said premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts, provided that under no circumstances shall reasonable efforts be deemed to require Seller to expend more than \$1,000 in the aggregate to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event, the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc
If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and any interest thereon and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
 (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 (b) If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or thereafter in accordance with accepted practice.
15. INSURANCE
Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|----------------------------|---------------------------|
| Fire and Extended Coverage | As presently insured |
16. ADJUSTMENTS
Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE A Broker's fee for professional services of N/A
19. BROKER(S) WARRANTY The Broker(s) named herein N/A warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Sellers as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or a Court of competent jurisdiction. Any interest earned on deposit shall be split evenly between BUYER and SELLER at closing.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the Seller's sole and exclusive remedy both at law and/or in equity. Damages from a breach of BUYER'S obligations hereunder are difficult to ascertain at the time of the signing of this Agreement and the parties agree that the amount is a reasonable estimate, at this time, of the SELLER'S expected damages.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None. Buyer is purchasing the property in its "AS IS" condition, except as set forth herein.
26. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
27. LEAD PAINT LAW VACANT LAND
28. SMOKE DETECTORS AND CARBON MONOXIDE VACANT LAND
29. ADDITIONAL PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference.
See Rider "A" attached hereto and incorporated herein.

DISCLAIMER: This is a legal document that creates binding obligations. If not understood, consult an attorney.



SELLER



BUYER

SELLER

RIDER A TO PURCHASE AND SALE AGREEMENT

SELLER: Red Castle LLC

BUYER: River Stone LLC

PREMISES: 70 Ward Street , Hingham, MA

DATE: October¹⁵, 2015

Notwithstanding anything to the contrary set forth in the Purchase and Sale Agreement, the following provisions are hereby inserted. To the extent the provisions of this Rider A contradict with the terms of the Agreement, the provisions of this Rider A shall be deemed to be superseding.

30. Permit Condition. The obligations of the BUYER hereunder shall be conditioned upon the BUYER obtaining applicable permits, after applicable appeals, for the construction of a so-called 40B project including without limitation all Comprehensive Permits, building permits, Board of Health Permits, Conservation Orders of Conditions required for the construction of such multiunit affordable Housing Project. In the event BUYER is unable to obtain such permits and so notifies the SELLER, on or before September 15, 2020, by mail posted, this agreement shall terminate and all deposits and interest or dividends thereon hereunder shall be returned promptly. BUYER has the authority to file and apply for all necessary applications and permits under this paragraph and will provide copies of same to SELLER in advance for reasonable review and comment. Such notice date shall be automatically extended in the event of any pending appeal or 180 days beyond the granting of all such permits.

31. Notice. Any notice required or permitted under this Agreement shall be in writing delivered by hand or certified mail, return receipt requested (charges pre-paid), posted as of the date required, or by facsimile, to the following:

To the SELLER:

To the BUYER: River Stone LLC
293 Washington Street
Norwell, Ma 02061

with a copy to: Warren F. Baker, Esq.
Baker, Braverman & Barbadoro, P.C.
300 Crown Colony Drive, Suite 500

Quincy, MA 02169
(781) 848-9610 (781) 848-9790 (fax)
E-Mail: warrenb@bbb-lawfirm.com

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys named above the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless a party has disclaimed the authority granted herein by written notice given to the other party as provided above.

32. Title Provisions. Except as otherwise provided for within this Agreement, in matters respecting title to the premises, standards of the Massachusetts Real Estate Bar Association shall be determinative where applicable.

33. Inspection and Representations. BUYER represents that he has have made a total examination of the Premises, the neighborhood, the surrounding areas, the municipality in which the Premises are located, and all legal issues (excepting title) pertaining to the purchase of the Premises, including without limitation, building code and zoning matters, and after negotiations is purchasing the property and paying the purchase price in accordance with the Agreement based on his assessment and examination of all of the above. BUYER warrants that he shall rely on such examinations, that he is satisfied with the results of such examinations, and that SELLER and BROKER have made no warranties or representations, express or implied, upon which BUYER has relied concerning the condition of the Premises, or other matters referred to above. BUYER further acknowledges that the current condition of the Premises has been considered in establishing the Purchase Price set forth in this Agreement. Without limiting the generality of the foregoing, the parties acknowledge and agree that the Premises shall be sold strictly on an "as is," "where is," and "with all defects" basis, without representation or warranty, express, implied or statutory, of any kind, including, without limitation, representation or warranty as to condition (structural, mechanical or otherwise), construction, compliance with law, habitability, merchantability or fitness for any purpose, all of which are hereby disclaimed and which BUYER hereby waives. The provisions of this paragraph shall survive the delivery of the deed.

34. Entry to Premises. BUYER shall have the right to enter the premises at reasonable times prior to the Closing Date ("Due Diligence Period") for the purposes of showing the property to prospective lenders, for the taking of measurements, or for making reasonable inspections of purpose. BUYER shall indemnify and hold SELLER harmless from all damages, costs, loss, and liability associated with said access. BUYER shall have the right to inspect and examine the Property to the extent BUYER deems necessary in its sole discretion, to determine the condition of the Property and the suitability of the Premises for its development. BUYER's representatives, consultants, agents and employees shall, during regular business hours, (a) have the right to cause complete environmental reviews and site assessments and inspections of the Property to be made, (b) have access to all buildings, improvements, and (c) conduct all other

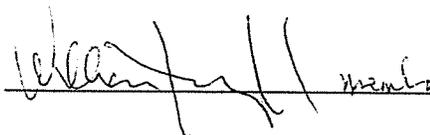
necessary feasibility studies, title reports, surveys, soils tests, ground water tests, engineering studies, examination of zoning status, building and use permits, sign permits and all other permits required for the Property. While conducting such investigations, tests and studies, BUYER shall not unreasonably disturb or interfere the Property. Prior to the expiration of the Due Diligence Period, BUYER shall notify Seller if BUYER is not satisfied with such investigations and reviews and BUYER shall have the right, in its sole and absolute discretion, to terminate this Agreement and receive a refund of its Deposit, in which event, except as specifically provided otherwise in this Agreement, the parties shall have no further obligations to each other under this Agreement

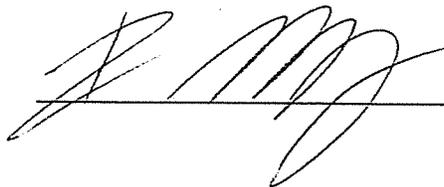
35. Entire Agreement. This document shall constitute the entire agreement of the parties regarding the subject matter hereof. It may not be altered or amended except by a writing signed by the parties. This instrument, executed in triplicate, is to take effect as a sealed instrument, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.

36. Closing. The Closing shall occur upon notice to the Sellers by the Buyer on or within 180 from the receipt of all applicable and necessary permits for the construction of the affordable housing development of Buyer's design and the expiration of all appeal periods without appeal, including without limitation building permits issued by the Town of Hingham.

SELLER:

BUYER





PURCHASE AND SALE AGREEMENT

From the Office of:
Warren F. Baker
Baker, Braverman & Barbadoro
300 Crown Colony Drive, Suite 500
Quincy, MA 02169

This _____ day of October, 2015

1. PARTIES
AND MAILING
ADDRESSES

Viking Lane LLC

Hereinafter collectively called the SELLER, or SELLER's designated nominee, agrees to SELL and

River Stone LLC or its nominee

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,

2. DESCRIPTION

the following described premises: the real estate located off of Viking Lane, Hingham Mass, all as depicted on a certain conceptual plan, prepared by Morse Engineering Inc and attached hereto, and more particularly described as Lots 1A,2A,3A,4A,5A and 6A and the parcel of land known as "Viking Lane all of which are shown on a plan entitled "Plan of Lots, Viking Lane, Hingham, MA, Surveyed fro Viking Realty Company, Inc. October 30, 1969, Wm W. Perkins, Eng's & Surveyor, Hingham, Mass., revised April 30, 1970, Revised July 13, 1970 and recorded with the Plymouth County Registry of Deeds as Plan #8 of 1971 in Plan Book 15 sheet 869 including all easements, restrictions, and rights of way being a part thereof For title reference see deeds recorded with the Plymouth County Registry of Deeds in Book 42466, Page 122.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

VACANT LAND and a single family residence Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith.

4. TITLE DEED

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

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (d) Betterment assessments after the date of this agreement;
- (e) Federal, state and local laws, ordinances, bylaws, rules and regulations relating to the use of land; and
- (f) Easements, restrictions and reservations of record, if any.

5. PLANS

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

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is

Two Million Five Hundred Thousand (\$2,000,000) ----- dollars, of which

\$		
\$	1,000.00	to be paid as a deposit herewith,
\$	1,999,000.00	are to be paid at the time of delivery and recording of the deed in cash, or
		by certified, cashier's, treasurer's or bank check(s) or attorney client fund
\$		check(s).
\$	2,000,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 10:00 a.m. on the at the time as further determined and provided herein at the Plymouth County Registry of Deeds or at the office of the conveyancing attorney provided that the same is within Plymouth County. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE.

Full possession of said premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts, provided that under no circumstances shall reasonable efforts be deemed to require Seller to expend more than \$1,000 in the aggregate to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event, the time for performance hereof shall be extended for a period of thirty (30) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and any interest thereon and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

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

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

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or thereafter in accordance with accepted practice.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

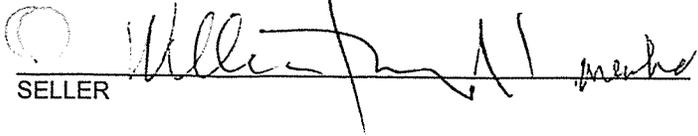
<i>Type of Insurance</i>	<i>Amount of Coverage</i>
Fire and Extended Coverage	As presently insured

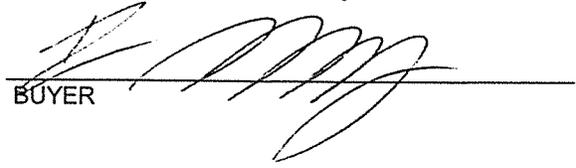
16. ADJUSTMENTS

Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE A Broker's fee for professional services of N/A
19. BROKER(S) WARRANTY The Broker(s) named herein N/A warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by Sellers as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or a Court of competent jurisdiction. Any interest earned on deposit shall be split evenly between BUYER and SELLER at closing.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the Seller's sole and exclusive remedy both at law and/or in equity. Damages from a breach of BUYER'S obligations hereunder are difficult to ascertain at the time of the signing of this Agreement and the parties agree that the amount is a reasonable estimate, at this time, of the SELLER'S expected damages.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): None. Buyer is purchasing the property in its "AS IS" condition, except as set forth herein.
26. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
27. LEAD PAINT LAW VACANT LAND
28. SMOKE DETECTORS AND CARBON MONOXIDE VACANT LAND
29. ADDITIONAL PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference.
See Rider "A" attached hereto and incorporated herein.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


SELLER


BUYER

SELLER

RIDER A TO PURCHASE AND SALE AGREEMENT

SELLER: Viking Lane LLC

BUYER: River Stone LLC

PREMISES: lots off Viking Land, Hingham, MA

DATE: October 15, 2015

Notwithstanding anything to the contrary set forth in the Purchase and Sale Agreement, the following provisions are hereby inserted. To the extent the provisions of this Rider A contradict with the terms of the Agreement, the provisions of this Rider A shall be deemed to be superseding.

30. Permit Condition. The obligations of the BUYER hereunder shall be conditioned upon the BUYER obtaining applicable permits, after applicable appeals, for the construction of a so-called 40B project including without limitation all Comprehensive Permits, building permits, Board of Health Permits, Conservation Orders of Conditions required for the construction of such multiunit affordable Housing Project. In the event BUYER is unable to obtain such permits and so notifies the SELLER, on or before September 15, 2020, by mail posted, this agreement shall terminate and all deposits and interest or dividends thereon hereunder shall be returned promptly. BUYER has the authority to file and apply for all necessary applications and permits under this paragraph and will provide copies of same to SELLER in advance for reasonable review and comment. Such notice date shall be automatically extended in the event of any pending appeal or 180 days beyond the granting of all such permits.

31. Notice. Any notice required or permitted under this Agreement shall be in writing delivered by hand or certified mail, return receipt requested (charges pre-paid), posted as of the date required, or by facsimile, to the following:

To the SELLER:

To the BUYER: River Stone LLC
293 Washington Street
Norwell, Ma 02061

with a copy to: Warren F. Baker, Esq.
Baker, Braverman & Barbadoro, P.C.
300 Crown Colony Drive, Suite 500

Quincy, MA 02169
(781) 848-9610 (781) 848-9790 (fax)
E-Mail: warrenb@bbb-lawfirm.com

In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys named above the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless a party has disclaimed the authority granted herein by written notice given to the other party as provided above.

32. Title Provisions. Except as otherwise provided for within this Agreement, in matters respecting title to the premises, standards of the Massachusetts Real Estate Bar Association shall be determinative where applicable.

33. Inspection and Representations. BUYER represents that he has have made a total examination of the Premises, the neighborhood, the surrounding areas, the municipality in which the Premises are located, and all legal issues (excepting title) pertaining to the purchase of the Premises, including without limitation, building code and zoning matters, and after negotiations is purchasing the property and paying the purchase price in accordance with the Agreement based on his assessment and examination of all of the above. BUYER warrants that he shall rely on such examinations, that he is satisfied with the results of such examinations, and that SELLER and BROKER have made no warranties or representations, express or implied, upon which BUYER has relied concerning the condition of the Premises, or other matters referred to above. BUYER further acknowledges that the current condition of the Premises has been considered in establishing the Purchase Price set forth in this Agreement. Without limiting the generality of the foregoing, the parties acknowledge and agree that the Premises shall be sold strictly on an "as is," "where is," and "with all defects" basis, without representation or warranty, express, implied or statutory, of any kind, including, without limitation, representation or warranty as to condition (structural, mechanical or otherwise), construction, compliance with law, habitability, merchantability or fitness for any purpose, all of which are hereby disclaimed and which BUYER hereby waives. The provisions of this paragraph shall survive the delivery of the deed.

34. Entry to Premises. BUYER shall have the right to enter the premises at reasonable times prior to the Closing Date ("Due Diligence Period") for the purposes of showing the property to prospective lenders, for the taking of measurements, or for making reasonable inspections of purpose. BUYER shall indemnify and hold SELLER harmless from all damages, costs, loss, and liability associated with said access. BUYER shall have the right to inspect and examine the Property to the extent BUYER deems necessary in its sole discretion, to determine the condition of the Property and the suitability of the Premises for its development. BUYER's representatives, consultants, agents and employees shall, during regular business hours, (a) have the right to cause complete environmental reviews and site assessments and inspections of the Property to be made, (b) have access to all buildings, improvements, and (c) conduct all other

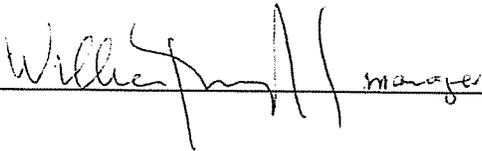
necessary feasibility studies, title reports, surveys, soils tests, ground water tests, engineering studies, examination of zoning status, building and use permits, sign permits and all other permits required for the Property. While conducting such investigations, tests and studies, BUYER shall not unreasonably disturb or interfere the Property. Prior to the expiration of the Due Diligence Period, BUYER shall notify Seller if BUYER is not satisfied with such investigations and reviews and BUYER shall have the right, in its sole and absolute discretion, to terminate this Agreement and receive a refund of its Deposit, in which event, except as specifically provided otherwise in this Agreement, the parties shall have no further obligations to each other under this Agreement

35. Entire Agreement. This document shall constitute the entire agreement of the parties regarding the subject matter hereof. It may not be altered or amended except by a writing signed by the parties. This instrument, executed in triplicate, is to take effect as a sealed instrument, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.

36. Closing. The Closing shall occur upon notice to the Sellers by the Buyer on or within 180 from the receipt of all applicable and necessary permits for the construction of the affordable housing development of Buyer's design and the expiration of all appeal periods without appeal, including without limitation building permits issued by the Town of Hingham.

SELLER:

BUYER





QUITCLAIM DEED

I, Gerald P. McCarthy of Dennis, Barnstable County, Massachusetts for consideration paid in the amount of \$40,000.00

GRANT WITH QUITCLAIM COVENANTS to

William J. Murphy, Jr. Trustee of XERXES REALTY TRUST under a written Declaration of Turst dated May 16, 1973 and recorded with Plymouth Deeds in Book 3891 and Page 1 of 1405 Hanover Street, Hanover, Massachusetts

the land in Hingham, Plymouth County, Massachusetts being more particularly described as follows:

Lots numbered 1A, 2A, 3A, 4A, 5A, and 6A and the parcel of land known as "Viking Lane" all of which are shown on a plan entitled "Plan of Lots, Viking Lane, Hingham, Mass., surveyed for Viking Realty Company, Inc., October 30, 1969, Wm. W. Perkins, Eng's & Surveyor, Hingham, Mass., Revised April 20, 1970, Revised July 13, 1970," and recorded with the Plymouth County Registry of Deeds as Plan #8 of 1971 in Plan Book 15, Sheet 869.

The within conveyance is made subject to and with the benefit of all easements, restrictions, and conditions of record, insofar as the same may be enforce and applicable, including a Covenant with the Town of Hingham Planning Board mentioned on the aforesaid plan and recorded with Plymouth Deeds at Book 3643 and Page 411.

For my title, see deed of Herbert K. Klasson and Bernard S. Ericson to me dated June 8, 1979 and recorded with the Plymouth Deeds in Book and Page

Executed as a sealed instrument this 17th day of July 1979.

Gerald P. McCarthy (signature)
Gerald P. McCarthy

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

July 17, 1979

Then personally appeared before me the above named Gerald P. McCarthy and acknowledged the above to be his free act and deed.

Richard F. Fuller (signature)
Notary Public

My commission expires:

JAN. 24, 1980



Property Address: Lots 1A, 2A, 3A, 4A, 5A, 6A Viking Lane, Hingham, MA

RECORDED
DEEDS RECEIVED
PLYMOUTH
8/12/79

TAX 91.20
CHECK 91.20
6679400 0216
EXCISE TAX

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

July 17, 1979

Then personally appeared before me the above named Gerald P. McCarthy and acknowledged the above to be his free act and deed.

Richard J. Fuller

Notary Public

My commission expires:

JAN. 24, 1980



07/02/82



Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
02 JUL 1982 09:26AM
JOHN D. RIORDAN
REGISTER

← END OF INSTRUMENT →

Property Address: Lot

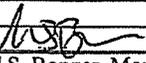
Buyer: Red Castle, LLC
 Seller: Estate of Paula J. Langlois
 Property: 70 Ward Street, Hingham, MA 02043
 _____, 2015
 d. 15-042

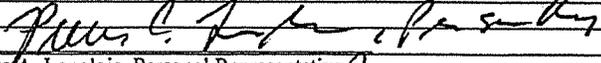
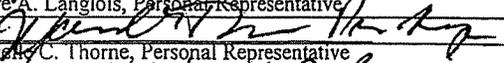
BARRY & ASSOCIATES
 Attorneys at Law
 21 Mayor Thomas J. McGrath
 Highway, Suite 406
 Quincy, Massachusetts 02169

Borrower		Seller	
A. Purchase Price	\$ 500,000.00	A. Purchase Price	\$ 500,000.00
Adjustments		Adjustments	
Taxes to Seller (5/5/15 - 6/30/15)	\$1,043.10	Taxes to Seller (5/5/15 - 6/30/15)	\$ 1,043.10
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
B. ADJUSTMENT Subtotal	\$ 1,043.10	B. Adjustment Subtotal	\$ 1,043.10
C. BANK FEES Subtotal	\$ 3,419.00	PAY OFFS	
D. FEES & EXPENSES Subtotal	\$ 12,018.37	Wells Fargo Bank, N.A.	\$ (277,029.98)
E. RECORDING COSTS Subtotal	\$ 1,151.00	\$ -	
F. TOTAL SETTLEMENT	\$ 17,631.47	\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		C. Pay Off Subtotal	\$ (277,029.98)
		COSTS & DEDUCTIONS	
		Deed Stamp Tax	\$ (2,280.00)
		Taxes Due 5/1/15	\$ (1,784.27)
		Record Discharge of Mortgage (2)	\$ (77.00)
		Record Clerk's Certificate	\$ (77.00)
		Final Electric	\$ (110.72)
		Marsh, Moriarty, Ontell & Golder, P.C.	\$ (750.00)
		Discharge Tracking Fee	\$ (75.00)
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		D. COSTS AND DEDUCTIONS Subtotal	\$ (5,153.99)
		E. Settlement Charge Subtotal (B,C,D)	\$ (281,140.87)
PURCHASE PRICE (A)	\$ 500,000.00	PURCHASE PRICE (A)	\$ 500,000.00
Plus Settlement Charges (F)	\$ 17,631.47	Less settlement Charges (E)	\$ (281,140.87)
Less Deposit	\$ (25,000.00)	Less Deposit	\$ (25,000.00)
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
Less Mortgage	\$ (500,000.00)	\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
FUNDS FROM/TO BORROWER:	\$ (7,368.53)	TOTAL DUE SELLER:	\$ 193,859.13

The Forgoing statement has been approved and the Bank is hereby authorized to pay out of my/our loan all sums, including page 2, shown to be chargeable to Buyer rendering surplus to Buyer. I have read the foregoing statement and received a copy thereof.

The Forgoing statement is approved and the Bank is hereby authorized to pay out of sales price all sums shown to be chargeable to Seller.

Red Castle, LLC
 By: 
 Michael S. Bonner, Manager

Estate of Paula J. Langlois
 By: 
 Pierre A. Langlois, Personal Representative
 By: 
 Marianne C. Thorne, Personal Representative

By: Michael D. Bonniconti
 Attorney-in-Fact
 sub pow & atty

RIVER STONE – HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: LISTING OF REQUESTED EXCEPTION AND WAIVERS

In accordance with Section 2.E.8 of the Town of Hingham Rules and Regulations for Comprehensive Permits and 760 CMR 56.05(2)(h), a list of requested exceptions to local requirements, codes, bylaws, and regulations is provided herein.

Zoning Exemptions

Pursuant to the M.G.L. Ch 40B, and regulations adopted pursuant thereto, the Project shall be exempt from all provisions of the Hingham Zoning By-Laws, including, without limitation, the following:

Criteria	Requirement	Existing	Proposed	Waiver
Table of Use Regulations (Section III-A 1.4-1.1.7) Multi-Unit Developments	Prohibited Use in Residence B	N/A	Multi-Unit Dwellings	Yes
Section I-I Site Plan Review - Multi-Unit Development	Site Plan Review	N/A	Multi-Unit Dwellings	Yes
Section IV-A Dimensional Requirements				
Lot Area	Residence B: 30,000 (s.f.) (upland)	Lot 124-26; 124-70-75 (Total Upland Area = 6.31 ac.)	Unchanged	No
Lot Frontage	Residence B: 150 (ft.)	391.73' Ward St.	Unchanged	No

		835.40' Viking Ln.		
Max Height	Residence B: 2.5 stories/ 35 (ft.)	70 Ward St. 2 stories/ <35 ft.	2 stories/30 ft.	No
F.Y. Setback	Residence B: 35 (ft.)	70 Ward St. = 65.5 ft.	15 ft.	Yes
S.Y. Setback	Residence B: 20 (ft.)	70 Ward St. = 40.3 ft.	15 ft.	Yes
R.Y. Setback	Residence B: 20 (ft.)	70 Ward St. = 275 ft. +/-	15 ft.	Yes
FAR	Not specified			
Building Coverage	Not specified			
Max Lot Coverage	Not specified			
Open Space	Not specified			
Section IV-E Residential Multi-Unit Development				
IV-E.1. a. Min. Acreage	5 Acres	6.31 Acres (Upland)	No Change	No
IV-E.1.b.Average # Units	8 units per acre (upland) = 50 Units	N/A	36 Units	No
IV-E.1.c. Min. Distance between Structures	35 ft.	N/A	12.0 ft	Yes
IV-E.1.d. Open Space	2,000 s.f per unit - 72,000 s.f. (1.65 Acres)	N/A	<1.65 acres	Yes
IV-E.1.e. Open Space (open paved area, parking etc)	1,000 s.f. per unit - 36,000 s.f. (0.83 Acres)	N/A	<0.83 acres	Yes
IV-E.1.f. Side or Rear yard buffer	50 ft.	N/A	15 ft	Yes
IV-E.1.g. Useable Open Space (recreational)	300 s.f. per unit - 10,800 s.f. (0.25 Acres)	N/A	<0.25 acres	Yes
IV-E.1.h. Unit Layout	One room, hall, kitchen, bathroom (525 min sf)	N/A		No
IV-E.1.i. Parking	2 spaces per units Guest parking TBD	N/A	4 spaces per unit with 10 guest parking = 154	No
IV-E.1.j. Sanitary sewer	Must be connected to sanitary sewer system	N/A	Title V on-site disposal system	Yes
IV-E.1.k. Utilities	All utilities shall be underground	N/A	All utilities shall be underground	No

IV-E.1.l. No space below ground level for dwelling purposes		N/A		Yes
IV-E.1.m. Roadway shall comply with Subdivision Rules & Regulations		N/A		Yes
IV-E. 2.	Special Permit A2/Site Plan Review	N/A		Yes
IV-E. 3.	Exemption of Section IV-C, 4.	N/A		Yes
IV-E. 4.	Special Permit A2	N/A		Yes
IV-E. 5.	Affordable Units	N/A		Yes
Section V-A	Off-Street Parking Regulations	N/A		Yes
Section V-C	Earth Removal Regulations	N/A		Yes

Other Exemptions

In addition, pursuant to M.G.L. Chapter 40B, Section 20-23 and the regulations promulgated thereunder, the Project shall be exempt from all provisions of all other local by-laws, including, without limitation, the following:

1. The Project shall be exempt from all provisions of the Hingham Wetland Protection By-Law Article 22 of the General By-Laws and associated Rules and Regulations.
2. The project shall be exempt from all provisions of the Hingham Board of Health Rules and Regulations.
3. The project shall be exempt from all provisions of the Hingham Planning Board Rules and Regulations Adopted Under the Subdivision Control Law.
4. The Project shall be exempt from the filing fee requirements established by the Zoning Board of Appeals, Planning Board, Conservation Commission, or other Town entity, except for fees specifically relating to Comprehensive Permit Applications.

5. The Project shall be exempt from any other applicable zoning or related municipal ordinances so far as the same may be at variance with the Project or the Site Development Plans or the Architectural Plans as filed.

In addition to the foregoing exceptions, the Applicant hereby requests that all exceptions from, and permits under, the Hingham Zoning Bylaw and all other applicable bylaws, regulations, and local requirements of the Town of Hingham be granted pursuant to its application, as may be necessary so that the Project can be built in accordance with the submitted plans.

Sincerely,

Brian P. Murphy,
River Stone, LLC

RIVER STONE – HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: PLOT PLAN

In accordance with Section 2.E.9 of the Town of Hingham Rules the recorded plan of the property is provided herein.

Sincerely,

Brian P. Murphy,
River Stone, LLC

RIVER STONE – HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

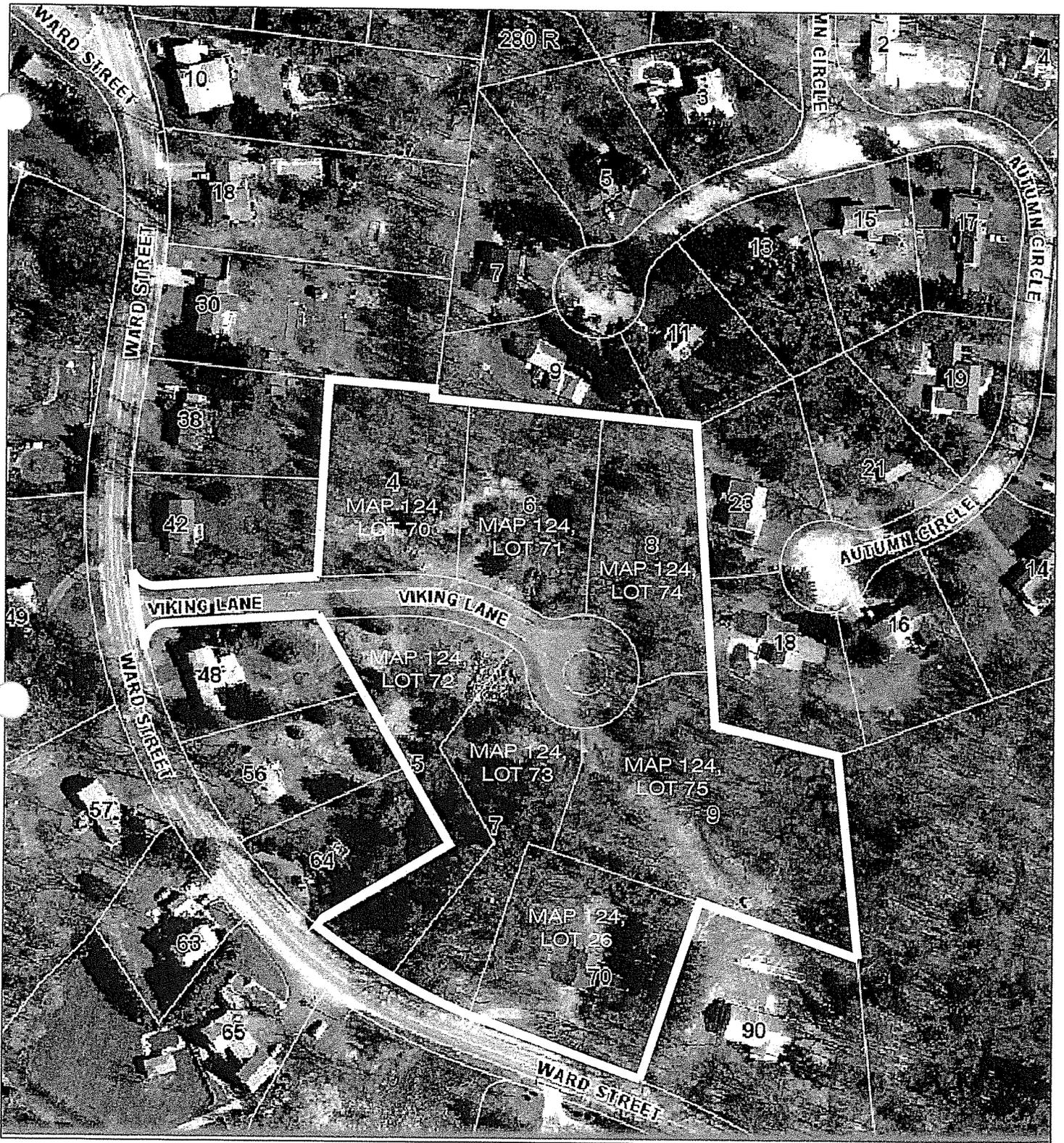
Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: CERTIFIED LIST OF ABUTTERS

In accordance with Section 2.E.10 of the Town of Hingham Rules and Regulations for Comprehensive Permit, a map of the area indicating abutters and a certified list of abutters to the Site.

Sincerely,

Brian P. Murphy,
River Stone, LLC



Map Info

State Plane, NAD 83 Ft
 915731, 2902832

100 m
 200 ft

Map Info

RIVER STONE – HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: FILING FEE

In accordance with Section 2.E.11 and Exhibit 2 of the Town of Hingham Rules and Regulations for Comprehensive Permits, a filing fee in the amount of \$9,000.00 has been provided by separate attachment, and such filing fee is incorporated into and made a part of this application.

The filing fee is calculated as follows: 36 units X \$250.00 = \$9,000.00

Sincerely,

Brian P. Murphy,
River Stone, LLC

RIVER STONE – HINGHAM MA
COMPREHENSIVE PERMIT APPLICATION

TOWN OF HINGHAM, MASSACHUSETTS
ZONING BOARD OF APPEALS

Joseph M. Fisher, Chairman
Hingham Zoning Board of Appeals
210 Central Street
Hingham, MA 02043

RE: DEVELOPMENT TEAM

The following is a list of the River Stone Development Team members:

Developer	Brian Murphy, Manager River Stone, LLC 293 Washington Street Norwell, MA 02061 (781) 659-2255
Contractor/Builder	Brian Mumhy, Manager River Stone, LLC 293 Washington Street Norwell, MA (781) 659-2255
Architect	Jim Kelleher Axiom Architects, Inc. 2048 Washington Street #12 Hanover, MA 02339 781-871-2101
Engineer	Brad McKenzie McKenzie Engineering 150 Longwater Drive Norwell, MA 02061 (781) 792-3906
Marketing Agent (Affordable)	Paul Cusson Delphic Associates 651 Orchard St STE 308 New Bedford, MA 02744



(781) 792-3906

Marketing Agent TBD
Market Rate Units

Consultant Warren Baker
 Baker, Braverman & Barbadoro
 50 Braintree Hill Office Park
 Braintree, MA 02184
 (781) 848-9610

Sincerely,

Brian P. Murphy,
River Stone, LLC



RIVER STONE DEVELOPMENT TEAM MEMBERS

Development Team Principals

Developer	(Name)	<u>Brian Murphy, Manager</u>
	(Firm Name)	<u>River Stone, LLC</u>
	(Address)	<u>293 Washington Street</u>
	(City/Town)	<u>Norwell, MA 02061</u>
	(Telephone)	<u>(781) 659-2255</u>
Contractor/Builder	(Name)	<u>Brian Murphy, Manager</u>
	(Firm Name)	<u>River Stone, LLC</u>
	(Address)	<u>293 Washington Street</u>
	(City/Town)	<u>Norwell, MA</u>
	(Telephone)	<u>(781) 659-2255</u>
Architect	(Name)	<u>Jim Kelleher</u>
	(Firm Name)	<u>Axiom Architects, Inc.</u>
	(Address)	<u>2048 Washington Street #12</u>
	(City/Town)	<u>Hanover, MA02339</u>
	(Telephone)	<u>781-871-2101</u>
Engineer	(Name)	<u>Brad McKenzie</u>
	(Firm Name)	<u>McKenzie Engineering</u>
	(Address)	<u>150 Longwater Drive</u>
	(City/Town)	<u>Norwell, MA 02061</u>
	(Telephone)	<u>(781) 792-3906</u>
Marketing Agent (Affordable)	(Name)	<u>Paul Cusson</u>
	(Firm Name)	<u>Delphic Associates</u>
	(Address)	<u>651 Orchard St STE 308</u>
	(City/Town)	<u>New Bedford, MA 02744</u>
	(Telephone)	<u>(781) 792-3906</u>
Marketing Agent Market Rate Units	(Name)	<u>To Be Determined</u>
Consultant	(Name)	<u>Warren Baker</u>
	(Firm Name)	<u>Baker, Braverman & Barbadoro</u>
	(Address)	<u>50 Braintree Hill Office Park</u>
	(City/Town)	<u>Braintree, MA 02184</u>
	(Telephone)	<u>(781) 848-9610</u>

Brian P. Murphy
293 Washington St
Norwell, MA 02061
Work: 781/659-2255
brianm@unicornrealty.com

RECENT EXPERIENCE

Unicorn Realty Trust, Norwell, MA
May 2007- Present

President

- Direct management of new construction
- Run acquisition and development of properties
- Oversee commercial and residential management and leasing

JVO Corporation, Norwell, MA
May 2003- May 2007

Project Manager

- Managed various construction projects to completion, including the following:
 - Custom and speculative single family homes
 - Commercial developments
 - Wastewater treatment plant
- Performed various tasks associated with each construction project:
 - Worked with all town departments for permitting, oversight and approvals
 - Assisted in design of all residential units
 - Bought out materials and labor and executed contracts
 - Managed finances of each project including budgets, job costing, A/P and A/R
 - Oversaw sitework and vertical construction on all projects
 - Facilitated draws with financiers
 - Interfaced directly with customers for sales, construction and warranties
 - Coordinated marketing and sales efforts

Fidelity Investments, Marlborough, MA
December 1995- May 2003

Director- Product Development- April 2001 - May 2003

LICENSES

Massachusetts Construction Supervisor License
Massachusetts Real Estate Salesperson License

EDUCATION

Boston College, Chestnut Hill, MA
Bachelor of Arts, English, May 1993

Babson College, Wellesley, MA
Master Business Administration, December 2004

BAKER, BRAVERMAN & BARBADORO, P.C.

300 Crown Colony, Suite 500

Quincy, Massachusetts 02169

Telephone: 781-848-9610

Telecopier: 781-848-9790

WARREN F. BAKER

WARRENB@BBB-LAWFIRM.COM

Warren F. Baker heads the firm's corporate practice. For over 40 years he has concentrated in the areas of business, tax, real estate and estate planning.

Attorney Baker serves as corporate counsel to numerous business organizations of varying size and type, both profit and not-for-profit organizations. His tax practice includes tax planning, mergers, acquisitions, and recapitalizations, as well as representation before the Internal Revenue Service and the Massachusetts Department of Revenue.

Mr. Baker has represented applicants and developers regarding land use planning and developments involving zoning issues and municipal zoning amendments, subdivisions, zoning permits and relief and Comprehensive Permits and has served on the Marshfield Zoning Board of Appeals, most in the capacity as Chairman, for 18 years and has been involved in various capacities as special municipal counsel and as member of the Board of Selection for a Maine quasi municipal corporation.

As general counsel, Mr. Baker has been actively involved in corporate and transactional law, intellectual property and licensing matters. Business succession planning remains an important part of his practice.

In addition to corporate counsel duties, Mr. Baker sits as director on a number of business and non-profit organizations as well as serving over the years in various capacities in town government. Mr. Baker continues his involvement in real estate with bank and borrower representation and representation before local zoning and land use boards.

Mr. Baker's estate planning practice involves family, business and Medicaid planning.

Attorney Baker has written and lectured at seminars and at local colleges and law schools on topics involving taxation, business organizations and planning, estate planning and intellectual property law, including Suffolk University School of Law, Salem State College and Boston University Graduate School of Management.

Mr. Baker received his undergraduate degree, with distinction, from Cornell University and his Juris Doctorate from Boston University School of Law in 1975. He is admitted to practice before the Federal District Court and the United States Tax Court. He is a member of the Massachusetts Bar Association Business Law Section and a member of the Committee on Taxation, and also a member of the National Association of Elder Law Attorneys.



McKenzie Engineering Group, Inc.

Bradley C. McKenzie, P.E.

.....
President

.....

Education: Bachelor of Science in Civil Engineering, University of New Hampshire
Masters in Business Administration, New Hampshire College

Professional Registration: Massachusetts PE #36917 New Hampshire PE # 7843
DEP MA Certified Soil Evaluator

Professional Affiliations: American Society of Professional Engineers, AWWA, NSPE

Experience: Mr. McKenzie is the founder and president of McKenzie Engineering Group, Inc. (MEG). Mr. McKenzie established McKenzie Engineering Group, Inc. (MEG) in 1994. Mr. McKenzie has been a Consulting Engineer since 1983. He has over 30 years of experience in the design and construction management of civil and environmental engineering for residential, commercial and public works projects throughout the New England States. Mr. McKenzie has considerable experience in land planning, preparing engineering feasibility studies, contract plans and specifications and providing construction administration for an array of multi-million dollar public and private projects. He has been responsible for the management of all aspects of the civil/site engineering for these projects from the feasibility through construction phases. Mr. McKenzie is an expert in the design and management of all aspects of civil infrastructure, including stormwater management, utility, roadway, water distribution and wastewater collection and treatment systems.

Mr. McKenzie has designed and managed projects from \$50,000 to \$10 million in site costs and has acted a team leader on site improvement and master planning projects, coordinating architects, landscape architects, traffic engineers from design inception and project permitting though construction phases. He has considerable experience in project permitting and presentation to local authorities, which has enabled MEG's projects to move on from the entitlement process through construction. Mr. McKenzie's proficiency with regulations and innovative design solutions enable MEG's clients to maximize their investments by obtaining timely approvals and providing value engineering. His extensive construction management experience has resulted in smooth implementation for his client's projects.

Mr. McKenzie has specifically designed or managed the following civil projects:

Residential

- Construction Inspection services for various municipalities in Massachusetts and New Hampshire
- 105 lot residential subdivision, Castle Hill Estates, Haverhill, MA
- 47 lot residential subdivision, Wildcat Hill, Norwell, MA
- 80 lot residential subdivision, Tall Timbers Estates (Phase IV), Kingston, MA
- 50 lot residential subdivision, Brandt Point Village, Mattapoisett, MA
- 30 lot residential subdivision, Riverside Landing, Haverhill MA
- 150 unit multi-family development in Haverhill, MA
- 50 lot residential subdivision, Windsor Heights, Windsor, VT
- 48 lot residential subdivision, Chester Hill Estates, Chester, NH
- 35 lot residential subdivision, Bellevue Heights, Saugus, MA
- 29 lot residential subdivision, Twin Springs, Saugus, MA
- 28 lot residential subdivision, Brentwood Estates, Saugus, MA
- 32 lot residential subdivision, Vintage Heights, Saugus, MA
- 8 lot residential subdivision, Barnegat Estates, Marblehead, MA
- 8 lot residential subdivision, Clark Avenue, Salem, MA
- 26 lot cluster residential subdivision, Bellingham, MA
- 40 lot cluster residential subdivision, Miller Hill Estates, Holliston, MA
- 8 lot residential subdivision, Rivers Edge Estates, Freetown, MA
- 32 lot residential subdivision, Cushing Estates, Scituate, MA
- 60 lot residential subdivision, Tucker's Cove, Portsmouth, NH

Municipal Public Works/Infrastructure:

- Project Manager for the reconstruction of parking lots for the Billerica, Massachusetts Public Schools
- Project Manager for the site development and construction of wastewater systems for the Rochester, New Hampshire Public Schools
- Project Manager for Assonet Bay Shores Water Main project, which involved the design and construction administration and inspection for 12,000 ft. of water main for the Town of Freetown, MA

- Project Manager for Twelve Inch Transmission Main and Roadway Reconstruction Project, 12,000 ft., Town of Ayer, MA
- Project Manager for the Cleaning and Lining of Water Mains Project - 10,000 ft., with roadway and drainage improvements, Town of Nahant, MA
- Design and Construction services for 16,000 ft. of water main extension, Town of Tewksbury, MA
- Water main relining project, 5,000 ft. with roadway and drainage improvements, Town of Millis, MA
- Project Manager for the Campbell Road Sewer Project, which includes the design and construction administration services for approximately 15,000 ft. of gravity sewer, force main and wastewater pump station, Town of No. Andover, MA
- Project Manager for construction of over 8 miles of sewer and 5 miles of roadway reconstruction, Town of Billerica, MA
- Project Manager for the Aberdeen Avenue Sewer Project, which involved the design of approximately 1,500 ft. of gravity sewer, force main and wastewater pump station, Town of Saugus, MA
- Clerk of the Works services for 28 lot residential subdivision and 4,000 ft. of roadway, Town of Dover, MA
- Design review services and construction administration for residential subdivisions, Town of Ashland, MA
- Roadway reconstruction project, 4,500 ft. with major infrastructure improvements, Town of Millis, MA
- Jubilee Drive Improvement project consisting of 4,000 ft, utilities with roadway reconstruction, City of Peabody, MA
- Sewer Relocation project, EPA Superfund Cleanup Site, 2,500 ft of sewer construction, 1,100 ft of roadway and drainage, Walpole, MA
- Sewer System Extension and Pump Station replacement project, Alice Avenue, Town of Walpole, MA
- Roadway and Utility Reconstruction project, 1.2 miles, City of Rochester, NH
- Whitehall Road grade crossing project, bridge demolition and road reconstruction, City of Rochester, NH
- Design and Construction of 10 miles of sewer system improvements and pumping stations, City of Rochester, NH

Commercial

- Wal-Mart Stores, Inc., Tewksbury, Pittsfield, Ware, Northboro, Oxford, MA
- Baybank, Dedham, MA
- Dunkin' Donuts Site Developments, Watertown, Saugus, Raynham, Dartmouth, Somerville, MA
- Susse Chalet Hotel Site Developments, Saugus, MA and Newton, MA
- Microtel Inn and Suites Hotel Development, Saugus, MA
- Super Shop and Save, Dover, NH

- 
- Watertown Toyota, Watertown, MA
 - Sullivan Toyota, Kingston, MA
 - Prime Infiniti of Hanover, Hanover, MA
 - McGee Toyota, Hanover, MA
 - Lexus of Watertown, Watertown, MA
 - Subaru Automobile Dealerships, Hanover, MA, Plaistow, NH
 - Pet Supply Depot, Saugus, MA

Recreational

- The Bog Skating Rink, Kingston, MA
 - Town of Weston Athletic Fields, Weston, MA (College Pond, Alphabet Lane, High School, Middle School)
 - Town of Holbrook, MA – Sean Joyce Memorial Fields
 - St. Colletas and Cardinal Cushing School, Hanover, MA
 - Rockland Ice Rink, Rockland, MA
- 
- 

DELPHIC ASSOCIATES, LLC
RESUME
of
REFERENCES AND EXPERIENCE



651 Orchard Street, Suite 308 • New Bedford, Massachusetts 02744
Tel: 508-994-4100 Fax: 508-994-5100

DELPHIC ASSOCIATES, LLC
REFERENCES



GOVERNMENT/QUASI REFERENCES

□ **Department of Housing & Community Development, DHCD**

1. Catherine (Kate) Racer, Associate Director for Housing Development, 617-573-1100 x 4012;
2. Toni Hall, Associated Deputy for Community Relations 617 573-1351
3. Janice Lesniak, Local Action Unit (LAU) Program Coordinator 617 573-1327

□ **Massachusetts Housing Finance Agency**

1. Thomas R. Gleason, Executive Director, 617 854-1860
2. Deborah Goddard, Esquire, Policy Program Director
3. Gregory Watson, Manager of the Comprehensive Permit Program 617-854-1880
4. Michael Busby, Loan Specialist 617 854-1219
5. Katherine Lacy, Permit/Monitoring Comprehensive Permit Program 617 854-1098
6. Richard J. Herlihy, Development Officer 617-854-1335

□ **Massachusetts Housing Partnership**

1. Clark Ziegler, Executive Director 617 330-9955
2. Gina Govini, Director Soft Second Mortgage Program 617 330-9955
3. Kelly Maloy, Manager Soft Second Mortgage Program 617 330-9955

□ **Citizens Housing & Planning Association, (CHAPA) Monitoring Agent**

1. Karen Wiener, Deputy Director, 617 742-0820
2. Carol Marine, Esquire Monitoring Agent MGL 40B 617 742-0820
3. Rachelle Heller, Director of Public Policy 617-742-0820

□ **South Shore Housing Development Corporation**

1. Carl Nagy-Kolchin, Executive Director 781 422-4200
2. John Hixson, Project Manager 781 422-4258 ext 258

□ **Barnstable Housing Authority**

1. Lorri Finton, Assistant Executive Director 508 771-7222

DEVELOPER REFERENCES

- ❑ 248 Center Street Condominiums, Shawn Dunn 508-697-7583
- ❑ 5th Fairway Development, Principal, Paul Thurston 617-719-5300
- ❑ Al Miraj Inc., Principal's, Miraj Ahmed, 508-962-1928
- ❑ Blais Builders, Principal's, Debbie Blais, 508-946-0444
- ❑ Bluestone Properties, Mr. Eric Thibert and Mr. Steven Reed 508 669-6716
- ❑ Bridge Street Crossing LLC., John LeBlanc 774-930-7185
- ❑ Bristol Pacific, Paul Carrigg, 508-509-6259
- ❑ Champion Builders Inc, Principal Matt Dacey, 781-585-4114
- ❑ Charing Cross Realty Trust, Philip Singleton 978 744-4825
- ❑ Crescent Builders, Inc, Principal, Iqbal Ali, 508-842-2600
- ❑ DuVally Contracting, Inc., Principal, John DuVally, 508-252-3129
- ❑ Indian Pond Country Club, Principal, Mr. Fred Tonsberg 781- 858-6265
- ❑ Intoccia Company, Robert A. Shelmerdine Esq., 781-844-0048
- ❑ Malloch Construction, Principal's, Michael & Carl Malloch, 508-328-2377
- ❑ McDonough Construction, Thomas McDonough 774-721-6304
- ❑ Meridian Real Estate Services, Inc., Principal, Alex Mitchell, 401 455-6804
- ❑ MetroWest Builders, Iqbal Ali 508-842-2600
- ❑ Mujeeb Custom Homes, Principal, Mujeeb Ahmed, 508-328-2377
- ❑ Nine Warren Avenue, LLC, Edward Lundgren, 508-336-9733
- ❑ P.J. Cincotta, Paul Cincotta, 508-807-0628
- ❑ Peter Opachinski, SLT Construction 508 866-9061
- ❑ Preferred Builders, Mr. Robert Meisterman, Principal, 508-238-5712
- ❑ S & F Concrete, Tony Frias, 978-562-3495
- ❑ SLT Construction, Peter Opachinski, 508-866-9061
- ❑ Stonebridge Homes Inc, Principal's, Bisher Hashem 508 509-3259 and Muhammad Itani, 508-230-2300
- ❑ Stonegate Landing LLC, Richard Feodoroff 508 400-3358
- ❑ Taft Estates LLC, Timothy Jones, 774 571-7637
- ❑ Walpole Estates, Paul Thurston, 617-719-5300
- ❑ Webster Point Village, Frank Giosio, 617-364-5800
- ❑ Wellesley Capital Group, Marc Fantasia 978-823-8200

TOWN REFERENCES

- Berkley Zoning Board of Appeals, Steve Bachand, Chairman, 508-821-1575
- Dartmouth, Michael Gagne, Executive Director, 508-910-1813
- Dighton, Zoning Board of Appeals, Peter Caron, Chairman 508-669-4507
- Dighton, Mr. Bud Whalon, Chairman Board of Selectman 508 942-0060
- Foxborough, Zoning Board of Appeals, Mr. Eric McKenzie, Chairman s 508 543-1206
- Franklin, Maxine Kinhart, Assistant to Town Administrator 508 520-4949
- Holden, Pamela Harding, AICP-Town Planner, 508 210-5541
- Hudson, Joseph Peznola, Chairman of Zoning Board of Appeals, 508-460-1111
- Kingston Zoning Board of Appeals, Mr. John Hass, Chairman 978 337-8873
- Kingston, Marc Resnick, Town Planner, 508 543-1250
- Medway, David Cole, Esquire, Chairman, 508 533-3204
- Mendon, Mr. James Carty, Chairman, 508 473-1085
- Middleborough, Mr. Bruce G. Atwood, Chairman, 508 947-4095
- Norwell, Lois Barbour, Chairwoman, (781) 659-8018
- Rehoboth, Zoning Board of Appeals, John DeConceicao, Chairman, 508-252-6891
- Rockland, Zoning Board of Appeals, Robert Manzella, Chairman, 781-871-1874
- Seekonk, Edward F. Gourke, Chairman, 508 336-2961
- Upton, Jim Bates, Town Manager, 508-529-6901
- West Boylston, John Benson, Chairman, 508-835-6240
- West Bridgewater, Zoning Board of Appeals, William Lucini, Chairman, 508-583-5500
- Westport, Zoning Board of Appeals, Clayton Harrison, Chairman, 508 636-1003
- Westwood, Michael Jaillet, Executive Secretary, 781-326-3964

LEGAL REFERENCES

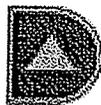
- Mitchell Law Office
 - Marguerite Mitchell 508 638-5609
- Kopelman & Paige 617 556-0007
 - Kathleen O'Donnell
 - John Goldrosen
 - Ilana Quirk
- Blatman, Bobrowski & Mead LLC
 - Mark Bobrowski 978 371-3930
 - Jay Talerman 50 446-2002
 - Lisa Mead 978 463-7700
 - Adam Costa 978 831-3008
- Law Office of James M. Burke
 - Jim Burke 508 587-8900
- Law Office of Walter W. Jabs Jr.
 - Walter Jabs 508 320-2217
- Law Office of Gerald F. Madaus
 - Gerald (Jay) Madaus 508 421-6900
- Baker, Braverman & Barbadoro 781 848-9610
 - Warren Baker
 - Paul Barbadoro
- Morison Mahoney LP
 - Alan Brown 617 439-7581
- Gay & Gay Attorney PC
 - David Gay 508 822-2071
- Attorney Thomas Filipek 508 857-6112
- Wickstrom & Morse LLP
 - Thomas Wickstrom 508 234-4551
- Silvia & Quinn, Attorneys at Law
 - Jeanne Quinn 508 824-7200
- Attorney Ralph Mulford
 - Ralph Mulford 508 965-8355
- Law Office of Edward J. Sylvia, Jr.
 - Doug Sylvia 508 997-2537
 - Edward Sylvia 508 997-2537
- Roberto, Israel & Weiner
 - Christopher R. Augustino
- Sullivan, Williams and Quintin
 - Jay Williams 508 992-7911

HOUSING LOTTERY REFERENCES

TOWN CONTACT INFORMATION	NAME OF DEVELOPMENT	DEVELOPER CONTACT
Town of Abington Ed Mulligan, Chairman (ZBA) 781) 982-2112	Meadowbrook Estates	Bob Meisterman 508-238-5712
Town of Berkley Robert Lyman, Chairman (ZBA) 508-821-1575	Jack Henry Estates	Debbie Blais Debbie Blais Real Estates 508-946-0444
Town of Berkley Robert Lyman, Chairman (ZBA) 508-821-1575	Padelford Estates	Meridian Custom Homes Alex Mitchell 401-455-6804
Town of Berkley Robert Lyman, Chairman (ZBA) 508-821-1575	Fieldstone Landing	Alex Mitchell 401- 455-6804
Town of Bridgewater Stephanie Ryan 508-697-0906	248 Center Street	Shaun Dunn 508 697-7583
Town of Bridgewater Stephanie Ryan 508-697-0906	Old Cedar Village	Chaves & Cincotta Paul Cincotta 508-697-7266
Town of Bridgewater Stephanie Ryan 508 697-0906	The Groves	Chaves & Cincotta Paul Cincotta 508 697-7266
Town of Dighton Peter Caron, ZBA Chair 508-669-4507	Stonegate Landing	Richard Feodoroff 508 400-3358
Town of Duxbury Christine Stickney, Town Planner 781-934-1114 x 112	Duxbury Farms	Intoccia Companies Michael Intoccia 508-850-5200
Town of Duxbury Christine Stickney, Town Planer 781-934-1114 x 112	Merry Village	Chaves & Cincotta Paul Cincotta 508-697-7266
Town of Franklin Maxine D. Kinhart, Assistant to Town Administrator 508-520-4949	The Woodlands	Arcadia Enterprise, Inc. Mike Civitarese 508-473-1155
Town of Franklin Maxine D. Kinhart, Assistant to Town Administrator 508-520-4949	Franklin Heights	Intoccia Companies Michael Intoccia 508-850-5200
Town of Holden Ronald Spakauskas, Chairman (ZBA) 508-829-0242	Fisher Terrace	Iqbal Ali 508-842-2600

Town of Hudson Joe Peznola, Chairman (ZBA) 508-460-1111	Knotts Clearing	Miraj Ahmed 508-962-1928
Town of Hudson Lawrence Norris, Chairman (ZBA) 978-568-9615	The Esplanade	Mr. Tony Frias S & F Concrete 978-562-3495
Town of Kingston Tom Bott, Town Planner 781-585-2773	Nobadeer Village	Champion Builders Matt Dacey 781-585-4114
Town of Kingston John Hass, Chair ZBA 781 585-2773	Indian Pond	High Pines LLC Fred Tonsberg 781 858-6265
Town of Lakeville Donald Foster 508 946-8800	Bridge Street Crossing	John LeBlanc 774 930-7185
Town of Mendon James Carty, Chairman (ZBA) (508) 473-1085	Cobbler's Knoll	Miraj Ahmed 508-962-1928
Town of Millis Joseph Coppolla, Chairman (ZBA) 508-376-07046	Tuckerdale Condominiums	Thomas McDonough 774-721-6304
Town of North Attleboro Patrick Murphy, Chairman (ZBA) 508-699-0126	Dexter Village	Walter Landry 508-813-9970
Town of Northborough Kathy Joubert, Town Planner 508- 393-5019	Sunny Side Estates	Mujeeb Ahmed 508-328-2377
Town of Northborough Kathy Joubert, Town Planner 508-393-5019	Dunia Gardens	Ziad Ramadan 508 954-6788
Town of Norton Thomas Noel, Chairman (ZBA) 508- 285-0278	Arrowhead Village	Champion Builders Matt Dacey 781-585-4114
Town of Rehoboth John DeConceicao, Chairman (ZBA) 508-252-6891	Horton Estates	DuVally Contracting, Inc. John DuVally 508-252-3129
City of Taunton Dennis Ackerman, Chairman (ZBA) 508-880-5444	Powhattan Estates	Malloch Construction Mike Malloch 508-880-5120
Town of West Bridgewater William Lucini, Chairman (ZBA) 508- 583-5500	Village at Riverbend	Mr. Matt MacDonald 508- 238-5750
Town of West Boylston Nancy Lucier, Municipal Assistant 508-835-3490	AFRA Terrace	Iqbal Ali 508-842-2600
Town of Westport Gerald Coutinho, Chairman (ZBA) 508-636-1003	Briggs Landing	Bisher Hashum 508-230-2300

DELPHIC ASSOCIATES, LLC
EXPERIENCE



AFFIRMATIVE FAIR HOUSING MARKETING PLAN

&

HOUSING LOTTERY EXPERIENCE

DEVELOPMENT NAME	COMMUNITY	# OF UNITS	# OF AFFD UNITS	TYPE	FUND	LOTTERY DATE
MEADOW BROOK ESTATES	ABINGTON	28	7	SINGLE FAMILY	NEF	Aug-06
COUNTY STREET	ATTLEBORO	4	3	RENTAL APARTMENTS	NSP3	Sept -13
PARK STREET	ATTLEBORO	7	4	RENTAL APARTMENTS	NSP3	Nov - 13
JACK HENRY ESTATES	BERKELEY	15	4	SINGLE FAMILY	NEF	Sep-04
PADEFORD ESTATES	BERKELEY	43	11	SINGLE FAMILY	NEF	Sep-04
FIELDSTONE LANDING	BERKELEY	12	3	SINGLE FAMILY	NEF	Sep-04
OLD CEDAR VILLAGE	BRIDGEWATER	36	9	TWN HSE CONDO	NEF	Apr-05
THE GROVES	BRIDGEWATER	24	6	TWN HSE CONDO	NEF	Aug-09
STONEGATE LANDING	DIGHTON	38	10	SINGLE FAMILY	NEF	Apr-12
DUXBURY FARMS	DUXBURY	20	5	SINGLE FAMILY	NEF	May-08
MERRY VILLAGE	DUXBURY	20	5	DUPLEX CONDO	NEF	Feb-07
THE WOODLANDS	FRANKLIN	16	4	SINGLE FAMILY	LIP	Oct-07
FRANKLIN HEIGHTS 1	FRANKLIN	126	45	TWN HSE & GARDEN FLAT CONDO	LIP	May-07
FRANKLIN HEIGHTS 11	FRANKLIN	18	4	GARDEN FLATS	LIP	
FISHER TERRACE	HOLDEN	32	8	TWN HSE CONDO	NEF	May-08
ESPLANADE	HUDSON	140	35	MID RISE CONDO	NEF	Apr-05
KNOTTS CLEARING	HUDSON	32	8	TWN HSE CONDO	NEF	Nov-04
NOBADEER VILLAGE	KINGSTON	32	8	SINGLE FAMILY	NEF	Oct-08
INDIAN POND	KINGSTON	28	7	SINGLE FAMILY & DUPLEX CONDO	NEF	Jan-12
TIFFANY HILL	NORWELL	24	6	DETACHED CONDO	NEF	May-15
COBBLERS KNOLL	MENDON	76	19	SINGLE FAMILY	NEF	Dec-06
FOX RUN FARM	MEDWAY	12	4	SINGLE FAMILY	NEF	Sept-13
KEITH PLACE	MIDDLEBOROUGH	16	4	TWN HSE CONDO	NEF	Sept - 10
TUCKERDALE CONDOMINIUMS	MILLIS	4	16	TWN HSE CONDO	NEF	Dec-07
DEXTER VILLAGE	NO. ATTLEBORO	4	16	TWN HSE CONDO	NEF	Jun-05
SUNNY SIDE ESTATES	NORTHBOROUGH	16	4	TWN HSE CONDO	NEF	Jul-03
UNIA GARDENS	NORTHBOROUGH	28		DUPLEX CONDO	NEF	Nov-09
ARROWHEAD VILLAGE	NORTON	32	9	SINGLE FAMILY	NEF	Dec-06

HORTON ESTATES	REHOBOTH	66	17	SINGLE FAMILY CONDO	NEF	Dec-05
POWHATTAN ESTATES	TAUNTON	150	38	SINGLE FAMILY & DETCH CONDO	HSG STARTS	Oct-03
SAMREEN VILLA	UPTON	60	15	TWN HSE CONDO	NEF	Sep-03
RESIDENCE AT MIDDLEWOOD	WENHAM	20	5	DUPLEX CONDO	NEF	Sept-13
BRIGGS LANDING 1	WESTPORT	29	7	SINGLE FAMILY	NEF	Dec-09
BRIGGS LANDING 11	WESTPORT	61	16	SINGLE FAMILY	NEF	Nov 14
MEADOW BROOK ESTATES	W BRIDGEWATER	40	10	TWN HSE CONDO	NEF	Apr-05
VILLAGE AT RIVER BEND	W. BRIDGEWATER	32	8	TWN HSE CONDO	NEF	Oct-05
THE TURN AT RIVER BEND	W. BRIDGEWATER	48	11	RENTAL	LIP	May-15
AFRA TERRACE	WEST BOYLSTON	52	13	TWN HSE CONDO	NEF	May-08
NEF	NEW ENGLAND FUND					
LIP	LOCAL INITIATIVE PROGRAM					
NPS3	NEIGHBORHOOD STABILIZATION PROGRAM					
(*)	Proposed Schedule					

PERMITTING EXPERIENCE

Name of Development	Municipality	Number of Units	Type	Subsidizing Entity
Meadow Brook Estates	Abington	28	Single-Family Homes	Mass Housing (NEF)
Taft Estates	Bellingham	20	Single-Family Homes	DHCD LIP
The Preserve at Padelford Estates	Berkley	43	Single-Family Homes	Mass Housing (NEF)
Fieldstone Landing	Berkley	12	Single-Family Homes	Mass Housing (NEF)
Berkley Meadows	Berkley	20	Single-Family Homes	Mass Housing (NEF)
Jack Henry Estates	Berkley	15	Single-Family Homes	Mass Housing (NEF)
Holloway Farm	Berkley	40	Single-Family Homes	Mass Housing (NEF)
Jameson Ridge	Boylston	42	Single-Family Homes	Mass Housing (NEF)
Old Cedar Village	Bridgewater	36	Condominiums	Mass Housing (NEF)
Pratt Town Meadows	Bridgewater	88	Single-Family Homes	Mass Housing (NEF)
The Groves	Bridgewater	24	Condominiums	DHCD (LIP)
Brady Estates	Dartmouth	16	Single-Family Homes	DHCD (LIP)
Cedar Dell	Dartmouth	11	Single-Family Homes	LIP
Heather's Hill	Dartmouth	6	Single-Family Homes	Conventional
Sabrena's Landing	Dartmouth	7	Single-Family Homes	Conventional
Padanaram Acres	Dartmouth	12	Single-Family Condominiums	Conventional
Gulf Meadows	Dartmouth	81	Single-Family Homes	Conventional
Stoney Ridge Estates	Dighton	71	Single-Family Homes	Mass Housing (NEF)
Forestview Estates	Douglas	43	Single-Family Homes	Mass Housing (NEF)
Merry Village	Duxbury	20	Single-Family Homes	Mass Housing (NEF)
Webster Point	Duxbury	16	Single-Family Homes	Mass Housing (NEF)
Duxbury Farms	Duxbury	16	Single-Family Homes	Mass Housing (NEF)
Waldron Woods	Fairhaven	20	Single-Family Homes	Conventional
Nadia Estates	Foxborough	49	Condominiums	Mass Housing (NEF)
The Woodlands	Franklin	16	Single-Family Homes	DHCD (LIP)
Franklin Heights	Franklin	126	Townhouse Condos & Garden Flat Condos	DHCD (LIP)
Fisher Terrace	Holden	42	Condominiums	Mass Housing (NEF)
Knott's Clearing	Hudson	32	Townhouse Condominiums	Mass Housing (NEF)
Nobadeer Village	Kingston	32	Single Family Homes	Mass Housing (NEF)
Rosewood Village	Mansfield	42	Apartments	Mass Housing (NEF)
North River Village	Marshfield	24	Single-Family Homes	Mass Housing (NEF)
Webster Village	Marshfield	24	Single-Family Homes	Mass Housing (NEF)
The Beacon	Mattapoissett	31	Single-Family Homes	DHCD (LIP)
Fox Run Farm	Medway	12	Single-Family Homes	Mass Housing (NEF)
Cobbler's Knoll	Mendon	76	Single-Family Homes	Mass Housing (NEF)
Keith Place	Middleborough	16	Single-Family Homes	Mass Housing (NEF)
Pine Estates	Middleborough	10	Single-Family Homes	Mass Housing (NEF)

Crimson Estates	Middleborough	97	Single-Family Homes	Mass Housing (NEF)
Tuckerdale Condominiums	Millis	16	Townhouse Condominiums	Mass Housing (NEF)
Colby Village	New Bedford	7	Single-Family Homes	Mass Housing (NEF)
Dexter Village	North Attleboro	16	Townhouse Condominiums	Mass Housing (NEF)
Dunia Gardens	Northborough	28	Condominiums	Mass Housing (NEF)
Sunny Side Estates	Northborough	16	Townhouse Condominiums	Mass Housing (NEF)
Arrowhead Village	Norton	32	Single-Family Homes	Mass Housing (NEF)
Tiffany Hill	Norwell	66	Condominiums	Mass Housing (NEF)
Horton Farm	Rehoboth	66	Single-Family Condominiums	Mass Housing (NEF)
Maplewood Meadow	Rockland	72	Single-Family Homes	Mass Housing (NEF)
Touisset Estates	Swansea	15	Single-Family Homes	Conventional
Powhattan Estates	Taunton	150	Single-Family Homes	Mass Housing (NEF)
Samreen Villa	Upon	60	Townhouse Condominiums	Mass Housing (NEF)
Country Club Heights	Walpole	16	Condominiums	Mass Housing (NEF)
Wayland Meadows	Wayland	48	Condominiums	Mass Housing (NEF)
Residence at Middlewood	Wenham	20	Duplex	Mass Housing(NEF)
AFRA Terrace	West Boylston	52	Condominiums	Mass Housing (NEF)
Meadowbrook	West Bridgewater	40	Condominiums	New England Fund
The Turn at River Bend	West Bridgewater	48	Apartments	DHCD (LIP)
Village at River Bend	West Bridgewater	32	Townhouse Condominiums	Mass Housing (NEF)
Brigg's Landing	Westport	89	Single-Family Homes	Mass Housing (NEF)
Chase Estates	Westwood	100	Single-Family Homes	DHCD (LIP)

AXIOM ARCHITECTS

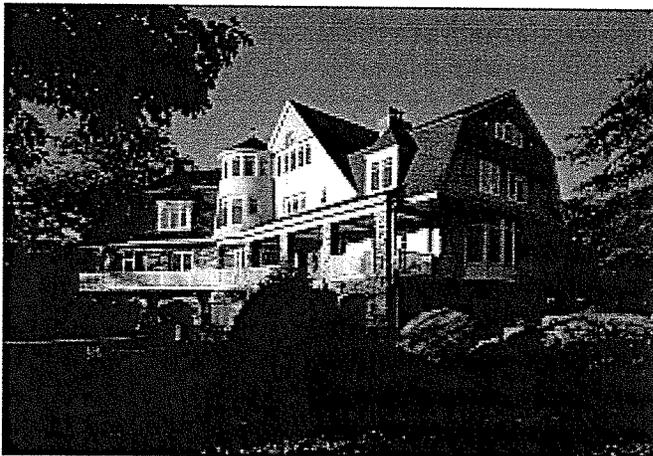
Since its inception in 1978, James Kelliher's AXIOM Architects has gained a reputation for superior design work throughout New England. AXIOM has completed a variety of building types, but custom homes have become the backbone of our practice. New construction, additions and renovations in a fresh interpretation of the historic vernacular identify AXIOM projects.



Our work often involves the careful interweaving of old and new into a cohesive architectural statement. AXIOM has recently completed the renovation of a number of nineteenth century waterfront summer houses into homes which reflect the unique lifestyle of their owners; homes which fit into the historic context of coastal New England.

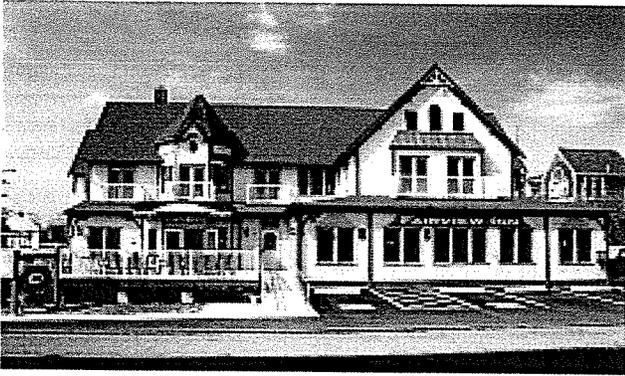


At AXIOM Architects we take pride in our reputation as a firm which is strong on design. Attention to detail is a priority that has become a trademark of our design work. We work closely with our clients; we listen to their needs and their concerns throughout the design and construction process. Good design is an architect's most important contribution to a building, and we achieve this within the context of fulfilling our clients' requirements.



AXIOM ARCHITECTS

**James M. Kelliher AIA
Principal**



Fairview Inn

Registered Architect:
Massachusetts Registration # 3732
Florida Registration # 17083

Education:
B. Arch University of Notre Dame

Member:
American Institute of Architects
Boston Society of Architects

Certified by National Council of Architectural Registration Boards

After completing his architectural studies, Jim returned to Boston to work with Sert Jackson & Associates, Later, as a Project Architect and Designer at DRA, Inc. he was responsible for a variety of large-scale institutional and commercial projects.

Recognizing a need for versatile and highly professional architectural services to meet the demands of the fast-growing South Shore, Jim formed his own firm in 1978. Beginning primarily with single family homes and expanding to multiunit and commercial properties, the firm has become well known for restoration and adaptive reuse as well as the design of entirely new structures. As demand for the company's services has increased, Jim has remained committed to being an active designer as well as project manager and administrator.

“ Having my own firm puts pressure on me to spend less time at the drawing board, and more time in meetings, but I became an architect to design buildings, so I make sure that I still have the active design role here. I'm happier that way, and I think that our clients are happier that way.”

Jim has developed a special understanding of the needs of commercial clients. His commercial projects, which range in size and complexity, demonstrate the variety of design and management skills which Jim and the AXIOM team will bring to your project.



Jacobs House

Town Of Hingham
ZBA Rules and Regulations

**TOWN OF HINGHAM
BOARD OF APPEALS**

RULES AND REGULATIONS

AS AMENDED

11/19/87
7/6/89
7/24/90
3/10/94
4/11/02
9/18/03
1/21/10

7/2/87

RULES AND REGULATIONS
ZONING BOARD OF APPEALS

Adopted July 2, 1987

Amended:

to add II-E: Comprehensive Permit Submission Requirements	Nov.19, 1987
to add II-F: Site Plan Review-Engineering Review	July 6, 1989
to correct II-D, 7: location of fee § in Zoning By-Law	July 24, 1990
to correct II-E, 11: increase in Comprehensive Permit fee	July 24, 1990
to amend II-F: MGL 44, §53G - engineering review accounts	July 24, 1990
to add new I-G duties of Bd. of Appeals Administrator and renumber Aide duties	March 10, 1994
to add to II-D Submission Requirements: 8. Utility Service	April 11, 2002
to update throughout and in particular the provisions on fees for professional assistance	Sept. 18, 2003
to update throughout and in particular zoning administrator, filing fees and Comprehensive Permit requirements	January 21, 2010

**TOWN OF HINGHAM
BOARD OF APPEALS**

RULES AND REGULATIONS

(Adopted July 2, 1987)

These Rules and Regulations have been prepared by the Board of Appeals in compliance with Chapter 40A, Sections 9 and 12 of the Massachusetts General Laws, as amended, and supersede those dated June 21, 1962, as amended.

I. ORGANIZATION

A. Members and Officers:

The Board of Appeals shall consist of three regular and such associate members as may be appointed by the Board of Selectmen. The regular members shall elect annually from their number a Chairman, Vice-Chairman, and Clerk.

B. Powers and Duties of the Chairman:

The Chairman shall vote and be recorded on all matters coming before the Board. Subject to these Rules, the Chairman shall issue the call for and preside at all meetings and hearings; decide all points of order, unless overruled by a majority of the panel in session at the time; prepare and submit all reports required by law; and appoint such committees as may be found necessary or desirable.

In addition to powers granted by the General Laws, the By-Laws of the Town or otherwise, and subject to these Rules and further instructions of the Board, the Chairman, or his designee, shall transact the official business of the Board; sign all purchase orders for expenditures by the Board; supervise the work of the Administrative Assistant and Zoning Administrator; request necessary help; direct the work of all subordinates; and exercise general supervisory power.

C. Powers and Duties of the Vice-Chairman

The Vice-Chairman shall vote and be recorded on all matters coming before the Board. The Vice-Chairman shall have such powers and be charged with such duties as the Chairman shall designate, and shall act as Chairman when the latter is absent or otherwise unable to perform his duties.

D. Powers and Duties of the Clerk

The Clerk shall vote and be recorded on all matters coming before the Board. The Clerk shall have such powers and be charged with such duties as the Chairman shall designate, and shall act as Chairman when the Chairman and Vice-Chairman are absent or otherwise unable to perform their duties. If the Clerk is absent or otherwise unable to perform his duties, the Chairman or Vice-Chairman may designate an acting Clerk.

E. Powers and Duties of Associate Members

The Chairman of the Board shall designate an associate member to sit on the Board in case of the absence, inability to act, or conflict of interest on the part of any Board member. In the event of a vacancy on the Board, the Chairman will meet with the Board of Selectmen to designate an associate member to act as regular member to fill the unexpired portion of the vacant term.

F. Powers and Duties of the Zoning Administrator

Pursuant to the authority granted by M.G.L. ch. 40A, § 13, as adopted in the Town of Hingham Zoning By-Law, Section I-E, on April 22, 1985, the regular members may appoint a Zoning Administrator, subject to confirmation by the Board of Selectmen. The Zoning Administrator shall have such powers and perform such duties as are delegated to such person by the Board, including but not limited to:

1. Reviewing all applications for hearing before the Board and determining which application may be heard by the Zoning Administrator;
 - a. The Zoning Administrator shall hear:
 - i. all applications for dimensional variances determined by the Zoning Administrator to be de minimus,
 - ii. all applications for extensions of variances,
 - iii. all applications for signs under Section V-B of the By-Law, except those sign applications included with applications for additional relief.
2. Conducting public hearings where appropriate and issuing decisions thereon.

On September 4, 2007 the Board of Selectmen recommended that Suzanne Letizia-Eddy be appointed to serve as the Zoning Administrator. The Board of Appeals confirmed this appointment on September 6, 2007.

G. Powers and Duties of the Board of Appeals Administrator:

The members of the Board may appoint an Administrator to represent and act for the Board with members of the public and other Town boards, in accordance with general policies and directions established by the Board members. The Administrator will provide Zoning By-Law interpretation and research, will fulfill all administrative aspects of maintaining a Board of Appeals and Zoning office at the Town Office Building, and will monitor compliance with and satisfaction of all decisions of the Board. The Administrator shall supervise the daily work of the Board of Appeals Administrative Assistant.

H. Powers and Duties of the Board of Appeals Administrative Assistant

The Board may hire an Administrative Assistant to carry out the clerical work of the Board, including but not limited to: all correspondence, keeping of records of the Board's proceedings, compilation of all required records, maintenance of necessary files, preparation and distribution of legal notice of all hearings and decisions as required by the General Laws.

I. Meetings and Hearings of the Board

All meetings and hearings of the Board shall be open to the public, with notice thereof posted publicly as required by law.

A quorum of the panel shall be three.

(See further under Article III of these Rules and Regulations.)

II. APPLICATION FOR HEARING

A. Standing to Seek Relief:

The Board may hear applications from any owner of land, any contract purchaser acting within the scope of authority of the contract, or any aggrieved party as defined in the statute.

B. Approved Forms:

Every appeal, petition, or application to the Board shall be complete in all respects and shall be submitted on an approved form adopted for that purpose. Approved forms are incorporated into these rules and attached hereto as Exhibit 1. Any other communication, whether or not it purports to be an appeal, petition, or application, shall constitute mere notice of intention to seek relief, until such time as it is properly made on an approved form. The Board shall only consider a properly completed form with all required supporting documentation attached to be an appeal, petition or application.

C. Manner of Filing:

One copy of the complete application shall be filed with the Town Clerk.

Duplicate copies of the complete application (Items 1-8 in II-D) shall be filed with the Board of Appeals, as directed by the Board's Administrator. Upon receipt, the Administrator will circulate the application to appropriate other Town boards and officials for review and comment.

The application shall include all items listed as 1-8 in II-D for which a waiver has not been granted, (see II-H).

D. Submission Requirements:

At the public hearing the Board will discuss and make its decision on the basis of the plans submitted at the time of filing, except where the plans in question have been revised after site plan review or where the Board shall otherwise determine for good cause shown.

An instruction sheet and other forms will be available at the office of the Board or the Building Department and can be downloaded from the Town's web site: www.hingham-ma.gov. To be accepted as a filing the application must include:

1. **Application for Hearing** - Form 2 - bearing the signature of the property owner and applicant, or the appellant, or their duly authorized agents.

2. **Requested Findings of Fact** - Form 2A-Appeal, Form 2B-Variance, Form 2C-Special Permit A1, Form 2D- Special Permit A2 - bearing the signature of the property owner and applicant, or the appellant, or their duly authorized agents.
3. The **Deed or Land Court Certificate of Title** to the subject property, or other evidence of the applicant's standing to seek relief (see II-A). Easements, rights of way and other legal encumbrances mentioned in the Deed or Certificate should also be included.
4. **Plot Plan** - the latest recorded plan of the subject property; or if no such plan exists, a plan of the land endorsed by a registered professional engineer or registered land surveyor.

The plan shall show: scale, north arrow, zoning district, lot dimensions and area, flood plain line, topography if relevant, street layout and paving, existing buildings and other improvements with respective dimensions, including floor area and distance from lot lines.

5. **Plan of Proposed Alteration** - The plan shall show scale, north arrow, dimensioned location of the proposed construction and other improvements including floor area. If construction is more than one story, front and side elevations must be submitted and floor areas determined for each story.

In the case of a Special Permit A2 (site plan review) the plans shall be endorsed by a registered professional engineer or architect licensed in Massachusetts.

6. **Certified List of Abutters** - The applicant shall prepare a listing of abutters, as defined in M. G. L. ch. 40A, §11, for certification by the Board of Assessors.
7. **Filing Fee** - A current schedule of fees is included on the instruction sheet for applicants and is available in the offices of the Board or the Building Department. A current schedule of fees are incorporated into these rules and attached hereto as Exhibit 2.
8. **Utility Service** - Proof of availability of service, in the form of a signed commitment letter from the appropriate official, for all utilities required to serve the project shall be provided for all applications for a Special Permit A2 under Section III-A of the Zoning By-Law.

E. Comprehensive Permit Submission Requirements:

In the case of an application for a Comprehensive Permit under M.G.L. ch. 40B §20-23, the application contents set forth are minimum requirements. In addition, all requirements as specified under M.G.L. ch 40B §20-23 and 760 CMR 56.00 are hereby incorporated by reference in these Rules & Regulations as they may be amended from time to time.

1. **Preliminary Site Development Plans** showing the locations and outlines of proposed buildings; the proposed locations, general dimensions and materials for streets, drives, parking areas, walks and paved areas, wells, septic systems; original topography and proposed topographic changes and proposed landscaping improvements and open areas within the site, all easements with the names of persons or entities having any rights in easements. All projects of five or more units must have site development plans signed by a registered architect;
2. **Report on Existing Site Conditions** including the approximate location of existing wetlands 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;
3. **Preliminary Scaled Architectural Drawings** for each building including typical floor plans, typical elevations and sections, and identifying construction type and typical materials specifications and exterior finish, signed by a registered architect;
4. **Tabulation of Proposed Buildings** by type, size (number of bedrooms, floor area) and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, by parking and other paved vehicular areas, and by open areas;
5. **Preliminary Subdivision Plan**, where a subdivision of land is involved;
6. **Preliminary Utilities Plan** showing the proposed location and types of sewage, water and drainage facilities including hydrants, electrical and gas lines, exterior lighting;
7. **Project Eligibility** requirements as specified in 760 CMR 56.04 (1)
8. **Listing of Requested Exceptions/Waivers** to local codes, ordinances, by-laws or regulations. The list shall specifically designate the by-laws, codes, rule or regulation from which relief is sought as well as indicate the applicant's proposed alternative to compliance for each item. The Board shall not allow relief from any provision not specified.
9. **Plot Plan** stamped by a registered professional engineer or registered land surveyor;
10. **Certified List of Abutters** as defined in M.G. L. ch. 40A, § 11;
11. **Filing Fee** of \$250 per unit. In addition the applicant pays the cost of postage associated with abutter notifications and cost of the newspaper legal notice(s).

In addition, the Board shall require engineering detail sufficient to enable it to make the statutory finding that the proposal is consistent with local needs, that it is reasonable in view of the regional need for low and moderate income housing and the need to protect the health and safety both of the occupants and residents of the Town, that it promotes better site and building design in relation to the surroundings, that it preserves open spaces and that regulations are applied equally to both subsidized and unsubsidized housing. The Board may, without limitation, receive and require evidence of the following matters:

1. Site and Building Design

- a. Contours and special features of the land, including but not limited to: the flood plain line, wet areas, areas of ledge, unusual or specimen vegetation
- b. Roadway and driveway profiles
- c. Sections and Details showing the proposed installation of roadways, driveways, sidewalks, drainage structures, utilities, plant material, fencing and other site improvements
- d. Adequacy of parking spaces and arrangement
- e. Adequacy of open areas, including outdoor recreational areas, proposed within the project site
- f. Copies of all engineering studies, hydrological, environmental reports and studies that have been conducted on the site
- g. Developer Qualifications
 - i. Credentials and experience; description of the development team
 - ii. Copies of the applicant's articles of corporate organization together with a certificate from the Massachusetts Commissioner of Corporations and Taxation stating that the applicant is registered as a non-profit or limited-dividend corporation

Note: Where more than one building is proposed, or where the land is determined by the Board of Appeals to be difficult to develop in terms of its effect on neighboring streets and properties, the Site Development Plans must be stamped by a Registered Professional Engineer.

2. Health and Safety

- a. Structural soundness of the proposed buildings
- b. Adequacy of sewage disposal arrangements, the suitability of local soils for disposal

- c. Adequacy of drainage arrangements
- d. Adequacy of fire protection and access for emergency vehicles and personnel
- e. Adequacy of the applicant's proposed arrangements for dealing with traffic circulation within the site and on adjacent streets
- f. Number and location of wetlands on the site
- g. Source and adequacy of potable and nonpotable water supplies

3. Open Space

- a. Availability of existing open spaces, as defined in 760 CMR 56.02
- b. Current and projected utilization of existing open spaces and consequent need, if any, for additional open spaces by the Town's population, including occupants of the proposed housing
- c. Relationship of the proposed site to the Town Open Space Plan and any regional open space plan
- d. Current use of the proposed site and of land adjacent to the proposed site

4. Uneconomic Conditions

- a. The individual and combined effect on the applicant's housing proposal of the Town by-laws from which relief is sought
- b. Reasons that particular Town by-laws, requirements or regulations from which relief is sought make the housing proposed by the applicant uneconomical
- c. Changes in rents, costs, unit sizes and number which would be necessary to satisfy the Town regulations from which relief is sought
- d. The limitations imposed, or likely to be imposed, on the applicant by the financing agency with respect to size, amount of subsidy, permissible rentals and tenant incomes and unit costs
- e. Financial Plan: Pro Forma for the proposed development to include all anticipated expenses and revenues; construction schedule and phasing
- f. Copies of marketing studies, appraisals, cost estimates and all other documents in the control of the applicant that refer to or relate to the data contained in the pro forma.

Note: Land cost for an ownership development is an allowable development cost at the greater of (a) the value of the project site before any zoning change or other relief granted by the comprehensive permit plus documented and reasonable carrying costs or (b) actual arms-length unconditional acquisition of the project site cost plus documented and reasonable carrying costs.

F. Fees for Professional Assistance:

All applications for special permits may, at the discretion of the Board or the Zoning Administrator, be submitted to professional consultants for independent review at the applicant's expense prior to the Board of Appeals' hearing on the application. As specified in "Costs," Section I-F, 3. of the Zoning By-Law of the Town of Hingham, the costs for which the applicant is responsible shall not exceed the reasonable and usual charges of said consultants or other experts for such services, nor shall they exceed the greater of \$10,000 or one percent of the total cost of the project.

Before the start of such review, and within ten (10) days following notice to the applicant that the application has been submitted for independent review, the applicant shall deposit with the Treasurer of the Town an appropriate portion of the anticipated review costs as determined by the Zoning Administrator as security for payment of such costs. These funds shall be deposited in a special account, according to the terms of M.G.L. ch.44, §53G. The Zoning Administrator will direct the Treasurer to expend such funds to pay for all reasonable professional services required to assist the Board in its determinations as to the adequacy of the application and its conformance with all applicable laws, by-laws and regulations as well as best engineering practice.

Additional funds shall be deposited in the account within ten (10) days of notice from the Zoning Administrator that the amount remaining on deposit is insufficient to cover further assistance required. The total costs of review shall not exceed the amount authorized by Section I-F, 3. of the Zoning By-Law, unless otherwise agreed. Once an applicant's project is completed or their application is denied, the unused portion of the fee is returned to them, plus interest if any.

The failure of the applicant to make the initial deposit and to maintain the account in accordance with this Section shall be grounds, in the Board's discretion, for continuance of the public hearing until such deposit and/or additional deposit is made and the professional review is completed.

In accordance with the terms of M.G.L. ch.44, §53G, administrative appeal from the selection of the consultant may be brought to the Hingham Board of Selectmen. The required time limit for action upon an application by the Board shall be extended by the duration of the administrative appeal.

G. Comprehensive Permit - Fees for Professional Assistance

In accordance with 760 CMR 56.05 (5) if warranted due to the size, scale or complexity of the proposed project, the Board determines that in order to review the application it requires technical review it will obtain the assistance of outside professional consultants. The Board may engage engineers, planners, urban designers, accountants, financial analysts or other appropriate professionals who can assist Town boards in analyzing a project.

The Board shall require applicants to pay the reasonable costs incurred for professional services. Funds received by the Board shall be deposited with the Treasurer of the Town in a separate account established for this purpose. Expenditures from this account will be made only for services rendered in connection with the subject project for a Town board reviewing the application. At the completion of the Board's review any excess amount in the account shall be returned to the applicant or the applicant's successor in interest upon the issuance of the Board's written decision or withdrawal of the application.

If the account is depleted prior to completion of the technical review, the applicant will be required to supplement the account in an amount the Zoning Administrator feels is reasonably necessary to complete the review. The failure of the applicant to make the initial deposit and to maintain the account in accordance with this Section shall be grounds, in the Board's discretion, for denial of the Comprehensive Permit or continuance of the public hearing until such deposit and/or additional deposit is made and the professional review is completed.

In accordance with the terms of M.G.L. ch.44, §53G, and 760 CMR 56.05 (5) (d) administrative appeal from the selection of the consultant may be brought to the Hingham Board of Selectmen. The required time limit for action upon an application by the Board shall be extended by the duration of the administrative appeal.

H. Waiver of Requirements:

Notwithstanding the foregoing, the Board and/or Zoning Administrator may waive any of the non-statutory provisions of this Article II, or may require additional information as seems necessary. Requests for waivers shall be made in writing at the time of filing.

I. Filing of Appeals:

Every appeal shall be filed within thirty days from the date of the order or decision of the Building Official, Zoning Administrator or other official whose decision is being appealed.

III. HEARINGS

A. Notice:

All hearings shall be open to the public. Notice of each hearing shall be published in a newspaper of general circulation in the Town of Hingham once a week for two consecutive weeks. The first publication shall be not less than fourteen days before the day of the hearing. In addition, a copy of the notice shall be posted in a conspicuous place in the Town Office Building for a period of not less than fourteen days before the day of the hearing. A copy of the legal notice shall also be sent by mail, postage prepaid, to all "parties-in-interest". The notice shall contain the name of the appellant, petitioner, or applicant; a description of the area or premises, including the street address of the subject property, if any, or other adequate identification of the location thereof; the date, time and place of the public hearing; the subject matter of the hearing; and the nature of the action or relief requested, if any.

B. Representation and Absence:

An appellant, petitioner, or applicant may appear in his own behalf or be represented by an agent or attorney. In the absence of any appearance on behalf of an appellant, petitioner, or applicant, the Board may decide the matter using the information submitted.

C. Order of Business:

1. The Chairman will call the hearing to order and read the official notice thereof as published;
2. Fifteen minutes will be allowed for the appellant, petitioner, or applicant, or his representative, to present the case to the Board;
3. Representatives of Town Boards shall each be allowed five minutes to comment on the application;
4. Abutters to the property shall each be allowed five minutes to comment on the application;
5. Any other interested parties shall each be allowed five minutes to comment on the application;
6. Ten minutes will be allowed for the appellant, petitioner, or applicant, or his representative, to respond to matters raised by any opponents;
7. Members of the panel hearing the case may direct appropriate questions during the hearing.

The Chairman may extend or reduce any one or more of the above time limits.

D. Brief to the Board:

It is recommended that every appeal, petition, or application be supported by a brief setting forth in detail all of the pertinent facts. This is particularly desirable in the case of a variance, when the following findings, based on the Zoning By-Law and M.G.L. ch.40A, § 10, must each be specifically made:

1. that circumstances relating to soil conditions, shape or topography especially affect the land or structure(s) in question, but do not affect generally the zoning district in which the land or structures are located;
2. that a literal enforcement of the provisions of the Zoning By-Law would involve substantial hardship, financial or otherwise;
3. that desirable relief may be granted without substantial detriment to the public good;
4. that relief may be granted without nullifying or substantially derogating from the intent or purpose of the Zoning By-Law.

Briefs shall be submitted at the time of filing and, unless the Board determines otherwise, no brief shall be considered unless it is submitted at least one week prior to the hearing at which consideration is sought.

E. Withdrawal:

An appeal, petition or application may be withdrawn without prejudice by notice in writing to the Board prior to the publication of the legal notice. After the notice of the hearing an application may be withdrawn without prejudice only by request in writing to the Board, and with the unanimous vote of the panel sitting in favor of such withdrawal. If the application is withdrawn after publication of the legal notice, the filing fee shall be forfeited.

F. Waiver of Requirements:

Notwithstanding the foregoing, the Board may, in its sole discretion, in public session waive any of the non-statutory provisions of this Article III, or may require additional information as seems necessary.

IV. DECISIONS

A. Voting Requirement:

A unanimous vote of the Board shall be necessary in the case of any favorable decision to grant requested relief under the Hingham Zoning By-Law. A majority vote of the Board is sufficient to grant a Comprehensive Permit under M.G.L. ch.40B §20-23.

B. Form of Decision:

All decisions shall be made in writing. The written decision shall contain the following:

1. The date the decision was rendered;
2. The name of the appellant, petitioner, or applicant;
3. The name and address of the owner, if different from the appellant, petitioner, or applicant;
4. The street address, or other identification, of the subject property;
5. The time, date and place of the public hearing;
6. A statement that the hearing was duly held;
7. Description of the relief or action sought;
8. A statement that the appeal, petition, or application is denied or granted, in whole or in part; and, if any relief is directed, or action permitted or required, a statement thereof, including any conditions imposed;
9. A statement of the basis for the decision, with specific reference to the applicable provisions of Chapters 40A or 40B of the General Laws and/or the Zoning By-Law.

In addition to the foregoing, the written decision may include a brief account of the testimony and evidence presented.

All decisions of the Board of Appeals shall be signed by at least one member of the panel which heard and voted on the application in question.

C. Legal Record:

Written decisions of the Board constitute the legal record of its proceedings.

D. Filing Requirements:

The original copy of the decision, and all plans referenced therein, shall be filed forthwith with the Town Clerk. A copy of the decision shall be issued forthwith to the owner, appellant, petitioner or applicant, or his agent. A copy of the decision, and all plans referenced therein, shall be filed forthwith with the Planning Board.

E. Notice of Decision:

A written notice of decision shall be mailed forthwith to the owner, appellant, petitioner, or applicant, to the parties in interest, and to every person present at the hearing who requested that notice be sent to him and stated the address to which such notice was to be sent. The notice of decision shall be prepared on an approved form adopted for that purpose.

Each notice shall specify that appeals, if any, shall be made pursuant to M.G.L. ch.40A, §17 and must be filed within twenty days after the written decision is filed in the office of the Town Clerk.

F. Town Clerk Certification and Recording:

After twenty days have elapsed from the date a decision is filed, an appellant, petitioner, or applicant may ask the Town Clerk to certify on a copy of the decision that no appeal has been filed or that if such appeal has been filed, that it has been dismissed or denied. Any relief granted shall not take effect until a certified copy of the decision, with plans if necessary, has been recorded in the Plymouth County Registry of Deeds, is indexed in the grantor index under the name of the owner of record, or is recorded and noted on the owner's certificate of title. It is the responsibility of the owner or the appellant, petitioner, or applicant to make and to pay the fee for such recording or registering. The Building Official shall not issue a building permit until proof of recording is presented.

G. Reapplication:

No application which has been unfavorably acted upon by the Board of Appeals shall be acted upon within two years of the date of the decision unless the appellant, petitioner, or applicant submits new evidence which substantially alters the conditions of the appeal, petition, or application and requests consent from the Planning Board to reapply to the Board of Appeals. The Planning Board shall give notice to the parties in interest regarding the time and place of the proceedings when the question of such consent will be considered. If all but one member of the Planning Board grant consent, the appellant, petitioner, or applicant shall submit the new evidence and a new application to the Board of Appeals, which may rehear the matter, after proper notice, if it finds by unanimous vote of the members sitting that there are specific and material changes in the conditions upon which the previous unfavorable action was based. The changes shall be described in the record of the proceedings at which the findings are made.

V. POLICIES AND ADVICE

A. Advice

Any statement, advice, opinion or information given by the Board of Appeals or any member thereof, or any statement, opinion or information given by any other official or employee of the Town shall not be binding on the Board in the proper exercise of its discretionary powers under the Zoning By-Law.

B. Informal Meetings:

The Board of Appeals will not meet informally with applicants or their agents to give preliminary opinions or advice on applications which may be considered by the Board at a future time.

C. Other:

For other policies, regulations or procedures refer to the Zoning By-Law of the Town of Hingham as legally adopted and amended from time to time and to Chapters 40A and 40B of the General Laws.

VI. AMENDMENTS

A. Amendment, Revision or Repeal:

The Rules and Regulations may be amended, revised, or repealed from time to time by a majority vote of the Board of Appeals at a posted meeting. Any amendment, revision, or repeal shall become effective upon filing in the office of the Town Clerk.

B. Separability:

If any section, paragraph, sentence, clause or provision of these regulations shall be adjudged not valid, the adjudication shall apply only to the material so adjudged and the remainder of these regulations shall be deemed valid and effective.

EXHIBIT 1

Instructions for Applicants	Form 1
Application for Hearing	Form 2
Requested Findings of Fact - Appeal	Form 2A
Requested Findings of Fact - Variance	Form 2B
Requested Findings of Fact - Special Permit A1	Form 2C
Requested Findings of Fact - Special Permit A2 Site Plan Review	Form 2D
Application Filing Fee	Exhibit 2

EXHIBIT 2

BOARD OF APPEALS

APPLICATION FILING FEE

Residential Variance.....	\$300.00
Commercial Variance.....	\$300.00 for the first 2000sq.ft./ \$100.00 for each additional 1000sq.ft. or portion thereof
Special Permits.....	\$300.00 for the first 2000sq.ft./ \$100.00 for each additional 1000sq.ft. or portion thereof
Applications requiring multiple permits...	100% of highest fee required by Board of Appeals in addition each additional permit 50% of required fee
Special Permit(s) and/or Variance(s) – Signs.....	\$300.00
Comprehensive Permit.....	\$250 per unit, in addition the applicant pays the cost of postage associated with abutter notifications and cost of the newspaper legal notice(s).
All Other Application(s).....	\$400.00