

COMMONWEALTH OF MASSACHUSETTS

IN THE MATTER OF)	BROWNFIELDS COVENANT
)	NOT TO SUE AGREEMENT
)	
DOWNTOWN NATICK DEVELOPMENT)	MassDEP RTNs: 3-00007
COMPANY, LLC'S REDEVELOPMENT OF)	3-24359
20-30 SOUTH AVENUE,)	
NATICK, MASSACHUSETTS)	

I. STATEMENT OF PURPOSE

A. This Agreement is made and entered into by and between the Office of the Attorney General (the "OAG") on behalf of the Commonwealth of Massachusetts (the "Commonwealth"), and Downtown Natick Development Company, LLC ("DNDC"). Collectively, the OAG and DNDC are referred to as the "Parties."

B. This Agreement is entered into pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended and codified in Massachusetts General Laws Chapter 21E ("G.L. c. 21E"), and the OAG's Brownfields Covenant Not to Sue Agreement Regulations at 940 CMR 23.00 ("Brownfields Covenant Regulations"), with reference to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"). This Agreement relates to the remediation and redevelopment of the approximately 26,000-square foot property at 20-30 South Avenue in Natick, Massachusetts into a residential development with affordable and market-rate units (the "Project").

C. The Parties intend to set forth in this Agreement their respective duties, obligations and understanding so that the Project can contribute to the physical and economic revitalization of an area of Natick, Massachusetts. The Parties agree that this Agreement, pursuant to G.L. c. 21E, §3A(j)(3), relates to potential claims by the Commonwealth as to DNDC and subsequent Owners and Operators of the Property and is predicated upon DNDC's compliance with the terms and conditions of this Agreement. This Agreement also addresses potential claims brought by third parties for contribution, Response Action costs or property damage pursuant to G.L. c. 21E, §§ 4 and 5, or for property damage under common law. This Agreement does not, however, address liability arising under contract law.

D. The Parties agree that DNDC's ability to conduct the Project may be contingent upon independent approval processes of other departments, agencies and instrumentalities of federal, state and local governments. Nothing in this Agreement should be construed as an endorsement by the OAG of the proposed project for such approval processes. DNDC's failure to secure independent governmental approvals for the Project shall not excuse it from performance of any term or condition of this Agreement.

E. The Commonwealth believes that this Agreement is fair, consistent with G.L. c. 21E and in the public interest, and has entered into this Agreement as part of an effort to revitalize an area of Natick, Massachusetts.

II. THE PARTIES

A. The OAG is a duly constituted agency of the Commonwealth of Massachusetts charged with the legal representation of the Commonwealth and maintains offices at One Ashburton Place, Boston, Massachusetts 02108. Included within the OAG's authority is the authority to enter into Brownfields Covenant Not to Sue Agreements pursuant to G.L. c. 21E, §3A(j)(3).

B. DNDC is a limited liability corporation organized under the laws of the Commonwealth, with a principal mailing address of 1116 Great Plain Avenue, 2d Floor, c/o RFR Enterprises, Needham, Massachusetts 02492. In accordance with this Agreement, DNDC shall undertake the Project as discussed in Section IV, Paragraph A, subparagraph 2, below.

III. STATEMENT OF FACT AND LAW

A. The Commonwealth enters into this Agreement pursuant to its authority under G.L. c. 21E, §3A(j)(3), and the Brownfields Covenant Regulations.

B. Unless otherwise expressly provided, terms used in this Agreement which are defined in the Brownfields Covenant Regulations shall have the meaning assigned to them under those regulations. Terms not defined in the Brownfields Covenant Regulations, but defined under G.L. c. 21E or the MCP, shall have the meaning assigned to them under G.L. c. 21E or the MCP. Terms used in this agreement which are defined in the Brownfields Covenant Regulations, G.L. c. 21E, or the MCP are capitalized.

C. The Project involves a tract of land of approximately 26,000-square feet at 20-30 South Avenue in Natick, Massachusetts (the "Property") purchased on December 1, 2006 from Harold Cohen and Kenneth Hurwitz, Trustees of the CoHu Realty Trust, under Declaration of Trust dated July 21, 1995 and recorded in the Middlesex South Registry of Deeds, in Book 25546, Page 294 ("CoHu"). The Property is more fully described on Exhibit A, attached and incorporated into this Agreement. As a result of its use as an automotive repair and sales facility by former owners and operators, the Property is contaminated with Oil and Hazardous Materials.

D. The Massachusetts Department of Environmental Protection ("MassDEP") has received notice of Releases of Oil and Hazardous Material at or from the Property (the "Releases"), and has issued Release Tracking Numbers ("RTNs") 3-00007 and 3-24359 for these Releases. The areas where Oil and Hazardous Materials have come to be located as a result of these Releases constitute the "Site," as that term is defined at 310 CMR 40.0006, for the purposes of this Agreement. The Site is also the property addressed by this Agreement for the purposes of 940 CMR 23.08(1) in the Brownfields Covenant Regulations. The Site, as now delineated, is more fully described on Exhibit B, which is attached and incorporated into this Agreement. Exhibit B describes the environmental conditions in detail, including the nature and extent of contamination suspected to exist at the Site.

IV. COMMITMENTS AND OBLIGATIONS

In consideration of the representations made and promises exchanged by and between the Parties, each of them covenants and agrees to the terms and conditions which follow.

A. REPRESENTATIONS AND COMMITMENTS BY DNDC

1. DNDC represents that it:

- a. is an Eligible Person;
- b. is not at the time of execution of this Agreement a person with potential liability for the Site pursuant to G.L. c. 21E other than as an Owner or Operator pursuant to clause (1) of paragraph (a) of Section 5 of G.L. c. 21E;
- c. is not now nor has ever been previously affiliated with any person having potential liability for the Site pursuant to G.L. c. 21E, except as set forth below.
- d. has been involved with the Site only to:
 - i. evaluate the Property for purposes of acquiring it;
 - ii. acquire the Property; and
 - iii. communicate with the Commonwealth and local authorities with respect to the design and planning of the Project and various permitting issues with respect to the Property.
- e. has not caused or contributed to the Release or Threat of Release of Oil and/or Hazardous Material at the Site under G.L. c. 21E and/or the MCP.
- f. is not at the time of execution of this Agreement subject to any outstanding administrative or judicial environmental enforcement action arising under any applicable federal, state or local law or regulation.

2. DNDC agrees to the following terms and conditions:

- a. DNDC will redevelop the Property into twenty-four (24) units of housing, with at least five (5) of such units being affordable housing, deed restricted in perpetuity, pursuant to the Decision of the Natick Planning Board dated September 21, 2006 and recorded with the Middlesex South District Deeds in Book 48553, Page 282, and consistent with any legal requirements of the Town of Natick and the Massachusetts Department of Housing and Community Development. A copy of a proposed site plan for the Project is attached as Exhibit C.
- b. DNDC shall either achieve or arrange for the achievement and maintenance of a Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP.

DNDC shall cooperate fully with MassDEP with respect to contamination at the Site.

- c. To cooperate fully includes, without limitation:
 - i. providing prompt and reasonable access to the Site to MassDEP for any purpose consistent with G.L. c. 21E and the MCP, and to other persons intending to conduct Response Actions pursuant to G.L. c. 21E and the MCP;
 - ii. complying with the Release notification provisions established by G.L. c. 21E and the MCP;
 - iii. responding in a timely manner to any request made by the MassDEP or OAG to produce information as required pursuant to G.L. c. 21E;
 - iv. taking reasonable steps to prevent the Exposure of people to Oil and/or Hazardous Materials, such as by fencing or otherwise preventing access to the Site if appropriate or necessary to prevent Exposure or as otherwise required by G.L. c. 21E, the MCP, MassDEP or a Licensed Site Professional acting on behalf of DNDC or a subsequent Owner or Operator of the Site;
 - v. taking reasonable steps to contain any further Release or Threat of Release of Oil and/or Hazardous Material from a structure or container at the Site, upon obtaining knowledge of a Release or Threat of Release of Oil and/or Hazardous Material; and
 - vi. conducting, or causing to be conducted, Response Actions at the Site in accordance with G.L. c. 21E, the Standard of Care defined in G.L. c. 21E, and the MCP.

B. COVENANT NOT TO SUE BY THE COMMONWEALTH

1. Covenant as to DNDC

Pursuant to G.L. c. 21E, §3A(j)(3), in consideration of the representations and commitments by DNDC set forth in Section IV, Paragraph A of this Agreement, and subject to DNDC's compliance with the terms and conditions of this Agreement and the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5, the Commonwealth covenants not to sue DNDC, pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage or injunctive relief, or for property damage under the common law, relating to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in an RAO Statement to be submitted to MassDEP with respect to the Site, so long as the Response Actions upon which the RAO Statement rely meet the Standard of Care in effect when the RAO Statement is submitted to MassDEP. The covenant in this Paragraph shall vest on the effective date of this Agreement as defined in Section IV, Paragraph E, subparagraph 5. This Agreement shall not affect any liability established by contract.

2. Subsequent Owners and/or Operators

The Commonwealth covenants not to sue Eligible Persons who are successors, assigns, lessees or licensees of DNDC's real property interests in the Property or any portion of the Property, or who are lessees or licensees of DNDC's successors and assigns (the "Subsequent Owners and/or Operators"), pursuant to G.L. c. 21E, for Response Action costs, contribution, property damage or injunctive relief, or for property damage under the common law, relating to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in an RAO Statement to be submitted to MassDEP with respect to the Site, so long as the Response Actions upon which the RAO Statement rely meet the Standard of Care in effect when the RAO Statement is submitted to MassDEP. The liability relief available to Subsequent Owners and/or Operators shall be subject to the same terms and conditions as those that apply to DNDC and the Subsequent Owner's and/or Operator's covenant not to sue the Commonwealth in Section IV, paragraph C, below.

3. Applicability of the Agreement

This Agreement shall be in effect unless and until the statutory protections available to DNDC or Subsequent Owners and/or Operators pursuant to G.L. c. 21E, §5C are in effect. This Agreement is subject to the Termination for Cause provisions described below in Section IV, Paragraph B, subparagraph 5.

4. Reservations of Rights

The Commonwealth's covenants in this Agreement shall not apply to:

- a. any new Release of Oil and/or Hazardous Material at or from the Property that occurs after the date of execution of this Agreement;
- b. any Release of Oil and/or Hazardous Material which DNDC or any Subsequent Owner and/or Operator causes, contributes to, or causes to become worse, but if the cause or contribution is that of a Subsequent Owner and/or Operator, this reservation shall affect the liability protection applicable only to such Subsequent Owner and/or Operator and shall not affect DNDC's liability protection under this Agreement;
- c. any Release of Oil and/or Hazardous Material at the Site that has not been discovered when an RAO Statement is submitted to MassDEP that would have been discovered if an assessment of the Site covered by or addressed in the RAO Statement had been performed consistent with the Standard of Care in effect when the RAO Statement was submitted;
- d. any Release or Threat of Release of Oil and/or Hazardous Material from which there is a new Exposure that results from any action or failure to act pursuant to G.L. 21E by DNDC or a Subsequent Owner and/or Operator during DNDC's or a Subsequent Owner's and/or Operator's ownership or operation of the Property, but if the action or failure to act is that of a Subsequent Owner and/or Operator, this reservation shall affect the liability

protection applicable only to such Subsequent Owner and/or Operator and shall not affect DNDC's liability protection under this Agreement;

e. any Release of Oil and/or Hazardous Material not expressly described in Section IV, Paragraph B, subparagraph 1, above; and

f. any claims for damages for injury to, destruction of, or loss of natural resources.

5. Termination for Cause

a. If the OAG or MassDEP determines that DNDC submitted materially false or misleading information as part of its Application to Enter into a Brownfields Covenant Not to Sue Agreement, the OAG may terminate the liability protection offered by this Agreement in accordance with subparagraph 5.c. below. A statement made by DNDC regarding the anticipated benefits or impacts of the proposed Project will not be considered false or misleading for purposes of this subparagraph if the statement was asserted in good faith at the time it was made.

b. In the event that the OAG or MassDEP determines that DNDC or a Subsequent Owner and/or Operator has violated the terms and conditions of this Agreement, including but not limited to, failure to pursue development of the Project, failure to arrange for the achievement and maintenance of a Permanent Solution at the Site in accordance with G.L. c. 21E and the MCP, failure to arrange for a timely response to a Notice of Audit Finding or any other Notice requiring additional work to achieve and/or maintain a Permanent Solution at the Site, or failure to reimburse the Commonwealth for its Response Action costs, the OAG may terminate the liability protection offered by this Agreement in accordance with subparagraph 5.c. below. In the event that the liability protection is terminated solely because of the violation of one or more of the conditions set forth in 940 CMR 23.08(3)(a) through (d) by a Subsequent Owner and/or Operator, such termination shall affect the liability protection applicable only to such Subsequent Owner and/or Operator.

c. Before terminating the liability relief provided by this Agreement, the OAG will provide DNDC or a Subsequent Owner and/or Operator, as appropriate, with written notice of the proposed basis for, and a 60-day opportunity to comment on, the proposed termination. The notice from the OAG shall, if appropriate, provide a reasonable period of time for DNDC or a Subsequent Owner and/or Operator to cure an ongoing violation in lieu of termination of the liability relief provided by this Agreement in the sole discretion of the OAG.

d. Termination of liability relief pursuant to this section shall not affect any defense that DNDC or a Subsequent Owner and/or Operator might otherwise have pursuant to G.L. c. 21E.

C. COVENANT NOT TO SUE BY DNDC AND ANY SUBSEQUENT OWNER AND/OR OPERATOR

1. In consideration of the Commonwealth's covenants not to sue in Section IV, Paragraph B, DNDC covenants not to sue and not to assert any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the following matters as they relate to the Site or this Agreement:

a. any direct or indirect claims for reimbursement, recovery, injunctive relief, contribution or equitable share of response costs or for property damage pursuant to G.L. c. 21E in connection with any Release that is subject to the Commonwealth's covenants not to sue in Section IV, Paragraph B (the "Covered Releases");

b. any claims for "takings" under the Fifth Amendment to the United States Constitution, under the Massachusetts Constitution, or under G.L. c. 79 based on the argument that, with respect to a Covered Release, the requirements of Chapter 21E, the MCP, or the requirements of this Agreement constitute a taking;

c. any claims for monetary damages arising out of Response Actions at the Site and/or the Property;

d. any claims for interference with contracts, business relations or economic advantage based upon the conduct of MassDEP pursuant to Chapter 21E prior to the date of this Agreement concerning the Covered Releases; or

e. any claims for costs, attorneys fees, other fees or expenses incurred in connection with the Covered Releases.

2. Subsequent Owners and/or Operators shall be bound by DNDC's covenants in this Paragraph C. In the event that, despite these covenants, a Subsequent Owner and/or Operator asserts any claims or causes of action against the Commonwealth, including any department, agency, or instrumentality, and its authorized officers, employees, or representatives with respect to the claims listed in this Section C, such claims and/or causes of actions shall have no effect on the rights, benefits, and protections secured under this Agreement for DNDC or other Subsequent Owners and Operators.

D. PROTECTION FROM THIRD PARTY CLAIMS

With regard to any Release of Oil and/or Hazardous Material occurring at the Site prior to the execution of this Agreement that is fully described and delineated in the RAO Statement to be submitted to MassDEP with respect to the Site, so long as the Response Actions upon which the RAO Statement relies meet the Standard of Care in effect when the RAO Statement is submitted to MassDEP, DNDC and any Subsequent Owner or Operator are entitled to the protection G.L. c. 21E, §3A(j)(3) provides from claims for contribution, cost recovery or

equitable share brought by third parties pursuant to G.L. c. 21E, §§ 4 and/or 5, or third party claims brought for property damage under common law or G.L. c. 21E, §5, based solely on the status of DNDC or any Subsequent Owner or Operator as owner or operator of the Property or the Site, provided, however, that DNDC has satisfied the notification provisions of G.L. c. 21E, §3A(j)(3), and 940 CMR 23.06(1).

E. GENERAL PROVISIONS

1. This Agreement may be modified only upon the written consent of all Parties.

2. If any court of competent jurisdiction finds any term or condition of this Agreement or its application to any person or circumstance unenforceable, the remainder of this Agreement shall not be affected and each remaining term and provision shall be valid and enforceable to the full extent permitted by law.

3. Each Party warrants and represents to the others that it has the authority to enter into this Agreement and to carry out its terms and conditions.

4. This Agreement may be fully executed by all Parties in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

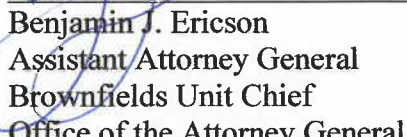
5. The terms of this Agreement shall be effective as of the date it is fully executed by all Parties.

IT IS SO AGREED:

OFFICE OF THE ATTORNEY GENERAL

DOWNTOWN NATICK DEVELOPMENT
COMPANY, LLC

By:


Benjamin J. Ericson
Assistant Attorney General
Brownfields Unit Chief
Office of the Attorney General
One Ashburton Place
Boston, MA 02108

By:


Robert F. Rinaldi
Managing Member
Downtown Natick Development
Company, LLC
c/o RFR Enterprises Services
1116 Great Plain Avenue, 2nd Floor
Needham, MA 02492

Date:

5/30/07

Date:

5/14/07

EXHIBIT A

Property Description

The land in Middlesex County (Southern District), bounded and described as follows:

Parcel I: The land in said Natick, with the buildings thereon, containing about thirteen thousand seven hundred five (13,705) square feet, bounded and described as follows:

Beginning at an iron bar set in the ground sixty-seven and thirty hundredths (67.30) feet southerly from the base line of location of the Boston & Albany Railroad filed May 17, 1895, and measured at right angles thereto at or near old base line station 49 + 61.38; thence running southeasterly by other land now or formerly of the Boston & Albany Railroad one hundred and forty-eight hundredths (100.48) feet to an iron bar set in the ground at a public way known as South Avenue; thence turning at a right angle and running southwesterly along said South Avenue one hundred thirty-six and fifty hundredths (136.50) feet; thence turning and running northwesterly along other land now or formerly of the Boston & Albany Railroad one hundred and ninety-one hundredths (100.91) feet to an iron bar set in the ground, sixty-four and sixty-six hundredths (64.66) feet southerly from said base line of location, measured at right angles thereto at or near old base line station 50 + 97.07; thence turning and running northeasterly on hundred thirty-five and seventy-one hundredths (135.71) feet to the place of beginning; being Parcel 3 on a plan entitled "BOSTON & ALBANY R.R. NATICK LAND CONVEYED BY THE B. & A.R.R. TO VARIOUS PARTIES", dated December 14, 1940, and signed by G. A. Kirley, Chief Engineer, recorded with Middlesex Registry of Deeds in Book 6546, Page 241 (the "Plan").

Parcel II: The land in Natick, Massachusetts containing 8,983 square feet, bounded and described as follows:

SOUTHERLY by South Avenue, eighty-nine and 51/100 (89.51) feet;

EASTERLY by land now or formerly of Natick Five Cents Savings Bank, one hundred and 20/100 (100.20) feet;

NORTHERLY by land now or formerly of Boston & Albany R. R., eighty-nine and 55/100 (89.55) feet; and

WESTERLY by land now or formerly of James R. Bell, one hundred and 48/100 (100.48) feet.

Being Parcel 4 as shown on the Plan.

The premises are to be conveyed subject to the agreements contained in a deed of Boston & Albany R.R. Co., to Paul K. Ripley et al, dated April 25, 1945, recorded with Middlesex South District Deeds, Book 6859, Page 153.

Parcel III: The land in said Natick on the northerly side of South Avenue, and bounded and described as follows:

Beginning at a point at the northwesterly corner of this Parcel III at the dividing line of this Parcel III and of Parcel II, thence Southerly by said Parcel II, one hundred ten (110) feet, more or less, to South Avenue; thence turning and running Easterly by South Avenue, thirty (30) feet; thence turning and running Northerly by land now or formerly of Rapheal Amoroso, one hundred ten (110) feet, more or less, to land now or formerly of Boston & Albany R.R. Co.; thence turning and running Westerly by land of said Boston & Albany R.R. Co., thirty (30) feet to the point of beginning.

Said premises are also shown on a plan entitled "Compiled Plan of Land in Natick, Mass. Owned by: Rocco G. Onorato, Trustee of Suroclin Realty Trust" by MacCarthy & Sullivan Engineering, Inc., dated March 19, 1982, and recorded with the Middlesex South District Deeds in Book 16961, Page 164.

For title to Parcels I, II, and III, see deed of Harold Cohen and Kenneth Hurwitz, Trustees of CoHu Realty Trust, dated December 1, 2006, and recorded with the Middlesex South District Deeds in Book 48595, Page 436.

EXHIBIT B

Site Description

The Site consists of the Property, as described in Exhibit A of the Agreement, and any locations outside of the Property where Oil and/or Hazardous Material associated with the releases on the Property may have come to be located. The Property was previously used for an automotive repair and sales facility involving the use and storage of Oil (i.e., gasoline, motor oil, lube oil) and Hazardous Material (i.e., cleaning compounds and engine maintenance fluids, waste oil, paints, pigments, and paint-related solvents). At the time of purchase by DNDC in 2006, the Property was occupied by a one-story, slab-on-grade commercial building (approximately 5,134 square feet) including a 5-bay work area, automotive work pit and utility room, a spray painting booth and prep area, and a small office. With the exception of a small area north of the building, the entire Property was paved for parking and access. Presently, the building has been demolished and the demolition debris and pavement have been removed.

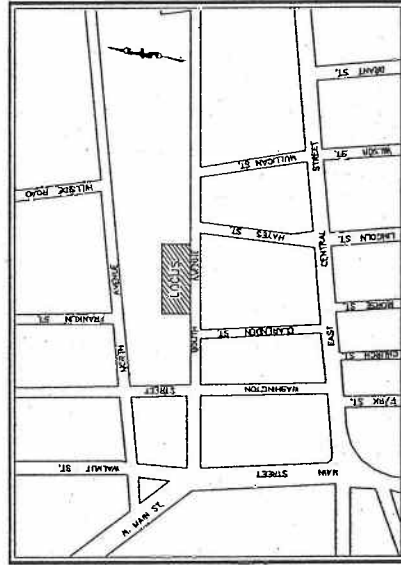
The nature and extent of contamination suspected to exist or have existed at the Site includes those conditions reported to the Massachusetts Department of Environmental Protection ("MassDEP") in the Release Tracking Number ("RTN") documents, as follows:

- RTN 3-00007 (January 15, 1987) reported potential release or threat of release of contamination related to an underground storage tank. The extent of this contamination suspected to exist at the Site is currently believed to be negligible. MassDEP classified this RTN as "NFA" (no further action required) on July 23, 1993.
- RTN 3-24359 (October 22, 2004) reported a spill of twelve gallons of waste oil. The extent of contamination at the Site related to RTN 3-24359 is currently believed to be minimal, as the area of the spill has been excavated and removed from the site.
- Given the Site history, it is anticipated that during site development and construction activities: (i) the extent of contamination at the Site could be found to include areas of contamination not previously identified by RTNs 3-00007 and 3-24359 or from other release sources; and (ii) the presence of Oil and/or Hazardous Material, associated with the releases at or from the Property, may be present in soil or groundwater outside the boundaries of the Property. If such additional contamination not previously identified is found, response actions under RTN 3-24359 or otherwise may be required to address such releases.

Exhibit C

SITE PLAN OF LAND "20 SOUTH AVENUE"

in NATICK, MASSACHUSETTS



LOCUS MAP
SCALE: 1" = 200'

NOTES:
1. ALL SURFACE AND ADOX GROUND UTILITIES SHOW ARE FROM A FIELD SURVEY. ALL BURIED UTILITIES LOCATIONS WERE TAKEN FROM PLANS PROVIDED BY THE APPLICANT AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
2. THE EXISTING BOX COLLECTOR SHALL BE REPLACED WITH A NEW BOX COLLECTOR TO COMPLY WITH THE EXISTING BOX COLLECTOR INLET CLEARANCE.
3. THE EXISTING BOX COLLECTOR SHALL BE REPLACED WITH SUCH THE EXISTING BOX COLLECTOR SHALL BE REPLACED AND INSPECTED BY THE TOWN OF NATICK ENGINEERING DEPARTMENT.

ASSESSOR'S REFERENCES:
MAP 44, PARCELS 352A & 352B

ZONING CLASSIFICATION:
HOUSING OVERLAY OPTION PLAN (HOOP)
FRONTAGE: 100 FT.
DEPTHS: 75 FT.
SETBACKS:
Front: 10'
Side: 5'
Rear: 5'
MIN. OPEN SPACE: 40 FT.
MIN. OPEN SPACE: 35%

ZONING REQUIREMENTS:
Housing Overlay Option Plan (HOOP)
1st Area: 5000 sq. ft. Engaged
2nd Area: 1000 sq. ft. Engaged
3rd Area: 1000 sq. ft. Engaged
4th Area: 1000 sq. ft. Engaged
5th Area: 1000 sq. ft. Engaged
6th Area: 1000 sq. ft. Engaged
7th Area: 1000 sq. ft. Engaged
8th Area: 1000 sq. ft. Engaged
9th Area: 1000 sq. ft. Engaged
10th Area: 1000 sq. ft. Engaged
11th Area: 1000 sq. ft. Engaged
12th Area: 1000 sq. ft. Engaged
13th Area: 1000 sq. ft. Engaged
14th Area: 1000 sq. ft. Engaged
15th Area: 1000 sq. ft. Engaged
16th Area: 1000 sq. ft. Engaged
17th Area: 1000 sq. ft. Engaged
18th Area: 1000 sq. ft. Engaged
19th Area: 1000 sq. ft. Engaged
20th Area: 1000 sq. ft. Engaged

SITE TOTAL LOT AREA: 25,700 S.F.
PARKING SPACES (4 HO): 40
BUILDING LOT COVERAGE: 85%
TOTAL LOT COVERAGE: 85%
OPEN SPACE: 15%
(Comp. Street, Landscape, etc.) 27%

SHEET INDEX

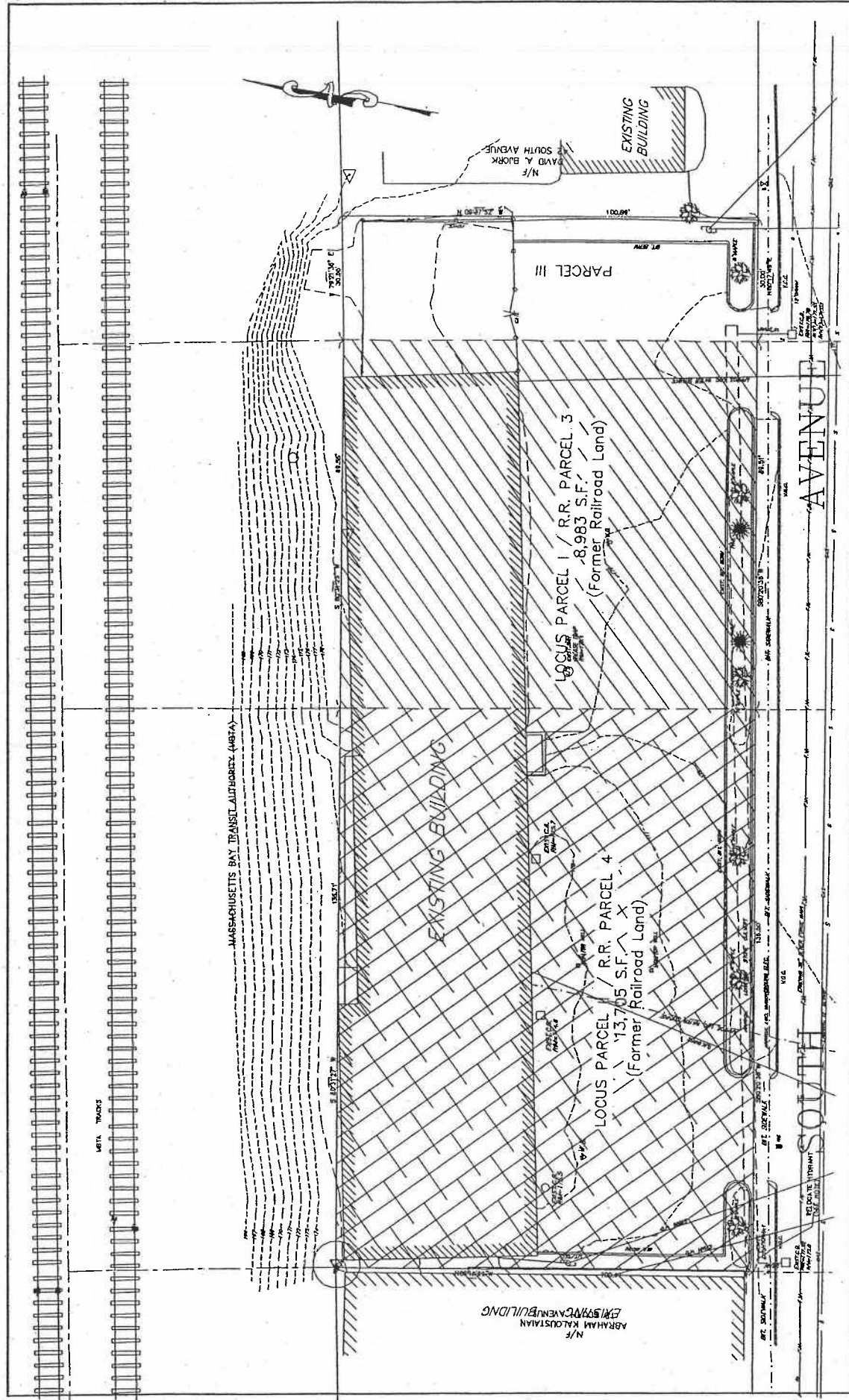
SHEET NO.	DESCRIPTION
1	COVERING CONDITIONS
2	LAYOUT
3	FOUNDATIONS
4	FOUNDATIONS & DRAINAGE
5	DETAILS
6-8	EROSION CONTROL
9	PAVING LAYOUT
10	
11	

PREPARED BY:
GLM ENGINEERING
CONSULTANTS, INC.
19 EXCHANGE STREET
HOLLISTON, MASSACHUSETTS 01746
(508)429-1100 fax:(508)429-7160

Applicants:
RFR ENTERPRISES
1116 GREAT PLAIN AVENUE
NEEDHAM, MA 02492

Owner:
HAROLD COHEN & KENNETH HURWITZ
20 SOUTH AVENUE
NATICK, MASSACHUSETTS 01746

NO.	DATE	REVISIONS	JOB NO.
1	9/8/06	ENGINEERING COMMENTS	13092
2	9/22/06	PERMITS ALONG E.R.	ON JULY 12, 2006
		SPALLS AS NOTED	
		SHEET NO.	1 of 9



GRAPHIC SCALE
 1" = 100' H.

NO.	DATE	REVISIONS	DESIGNED BY	FIELD

PREPARED BY: **GLM ENGINEERING INC.**
 1750 WASHINGTON STREET
 HOLLISTON, MASSACHUSETTS 01746
 (609)489-1100 FAX: (609)489-9180

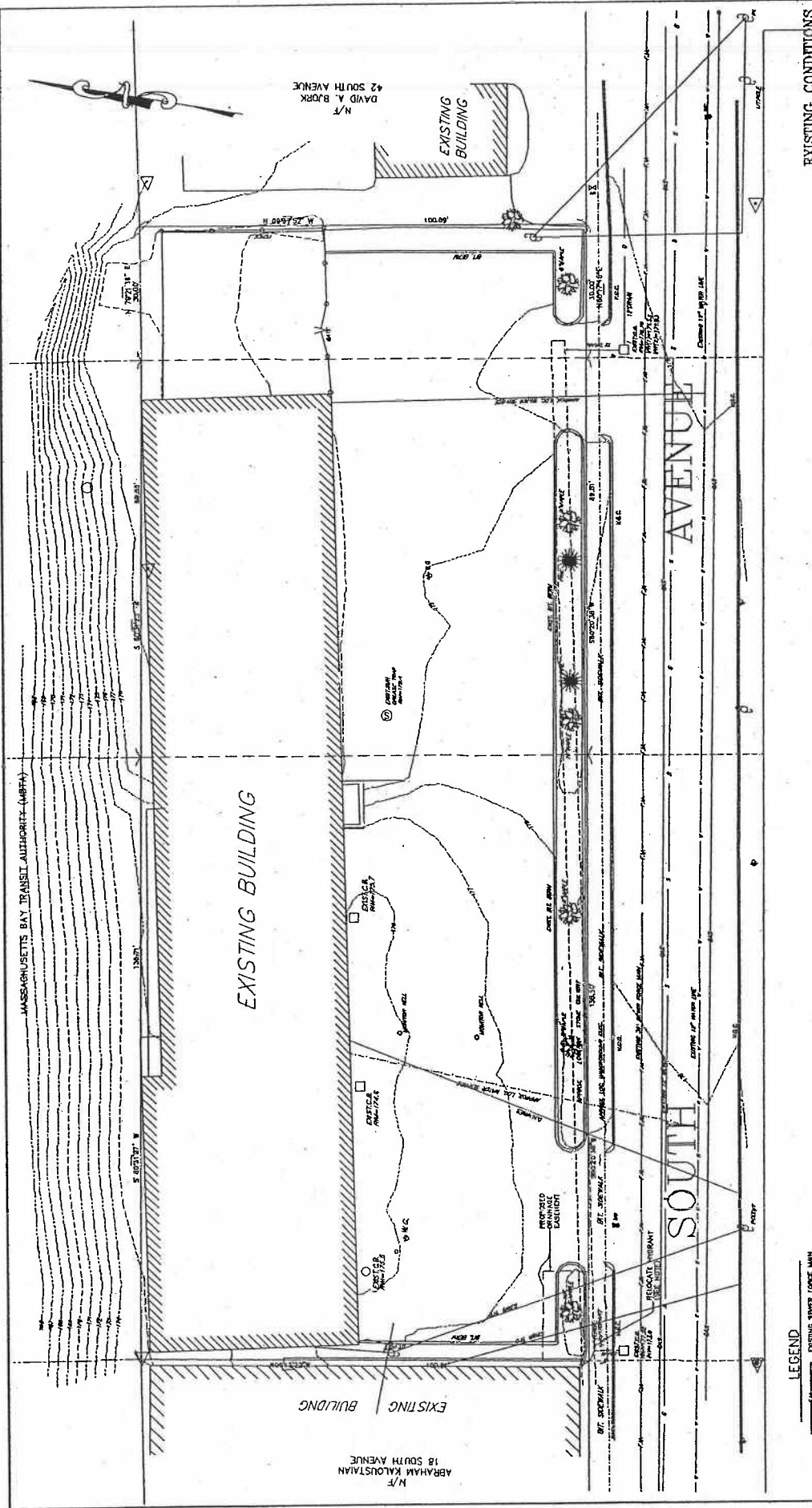
GLM ENGINEERING INC.
 1750 WASHINGTON STREET
 HOLLISTON, MASSACHUSETTS 01746
 (609)489-1100 FAX: (609)489-9180

PREPARED FOR:
 REPAIRED FOR
 GREAT PLAIN AVENUE
 1710 GREAT PLAIN AVENUE
 NEEDHAM, MA 02457

SITE PLAN OF LAND
 EXISTING CONDITIONS SHOWING FORMER RAILROAD PROPERTY
 NATICK, MASSACHUSETTS

JOB No. 13082TR
 SCALE: 1" = 10'
 DATE: SEPTEMBER 14, 2008
 SHEET No. **1 OF 1**

Supplemental C



LEGEND

- EXISTING STAIR FORCE MAIN
- EXISTING SEWER LINE
- EXISTING WATER LINE
- STUDY POLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS
- WATER MAIN
- EXISTING VERTICAL DRAINAGE CURB
- PROPOSED CHAIN LINE
- PROPOSED DRAIN MANHOLE
- PROPOSED DOWNSPOUT CONNECTION

ASSASSINATORS REFERENCE:
 MAP 44, PARCEL 3024 & 3128

ZONING CLASSIFICATION:
 HOUSING OVERLAY OPTION PLAN 1 (HOOP)

AREA: 15,000 S.F.
DEPTH: 75 FT.
SETBACKS:
 Side: 10'
 Rear: 5'

BUILDING COVERAGE: 40%
BUILDING HEIGHT: 40 FT.
MIN. OPEN SPACE: 25%

OWNER:
 HAROLD CONEY HENKINSTE HURWITZ
 20 SOUTH AVENUE
 NATICK, MASSACHUSETTS

APPLICANT:
 RFR ENTERPRISES
 1116 GREAT PLAN AVENUE
 NEEDHAM, MA 02462

PREPARED BY:
 GLM ENGINEERING CONSULTANTS, INC.
 1750 WASHINGTON STREET
 HOLLISTON, MASSACHUSETTS 01748
 (508) 428-1100 FAX: (508) 428-7160

REVISIONS

NO.	DATE	DESCRIPTION
1	9/9/18	ENGINEERING COMMENTS
2	9/26/18	FENCE ALONG P.M.

JOB NO.: 18082R
SCALE: 1" = 10'
DATE: JULY 12, 2018
SHEET NO.: 2 OF 9

EXISTING CONDITIONS

SITE PLAN OF LAND
 20 South Avenue
 NATICK, MASSACHUSETTS

MASSACHUSETTS BAY TRANSIT AUTHORITY (MBTA)

EXISTING BUILDING

EXISTING BUILDING
 ABRAHAM KALOUSTIAN
 18 SOUTH AVENUE
 N/T

EXISTING BUILDING
 DAVID A. BORK
 42 SOUTH AVENUE
 N/T

PROPOSED PATIO

PROPOSED DRAIN MANHOLE

PROPOSED DOWNSPOUT CONNECTION

LEGEND

- EXISTING STAIR FORCE MAIN
- EXISTING SEWER LINE
- EXISTING WATER LINE
- STUDY POLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS
- WATER MAIN
- EXISTING VERTICAL DRAINAGE CURB
- PROPOSED CHAIN LINE
- PROPOSED DRAIN MANHOLE
- PROPOSED DOWNSPOUT CONNECTION

ASSASSINATORS REFERENCE:
 MAP 44, PARCEL 3024 & 3128

ZONING CLASSIFICATION:
 HOUSING OVERLAY OPTION PLAN 1 (HOOP)

AREA: 15,000 S.F.
DEPTH: 75 FT.
SETBACKS:
 Side: 10'
 Rear: 5'

BUILDING COVERAGE: 40%
BUILDING HEIGHT: 40 FT.
MIN. OPEN SPACE: 25%

OWNER:
 HAROLD CONEY HENKINSTE HURWITZ
 20 SOUTH AVENUE
 NATICK, MASSACHUSETTS

APPLICANT:
 RFR ENTERPRISES
 1116 GREAT PLAN AVENUE
 NEEDHAM, MA 02462

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 GLM ENGINEERING CONSULTANTS, INC.
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 HOLLISTON, MASSACHUSETTS 01748
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REVISIONS

NO.	DATE	DESCRIPTION
1	9/9/18	ENGINEERING COMMENTS
2	9/26/18	FENCE ALONG P.M.

JOB NO.: 18082R
SCALE: 1" = 10'
DATE: JULY 12, 2018
SHEET NO.: 2 OF 9

EXISTING CONDITIONS

SITE PLAN OF LAND
 20 South Avenue
 NATICK, MASSACHUSETTS

MASSACHUSETTS BAY TRANSIT AUTHORITY (MBTA)

EXISTING BUILDING

EXISTING BUILDING
 ABRAHAM KALOUSTIAN
 18 SOUTH AVENUE
 N/T

EXISTING BUILDING
 DAVID A. BORK
 42 SOUTH AVENUE
 N/T

PROPOSED PATIO

PROPOSED DRAIN MANHOLE

PROPOSED DOWNSPOUT CONNECTION

LEGEND

- EXISTING STAIR FORCE MAIN
- EXISTING SEWER LINE
- EXISTING WATER LINE
- STUDY POLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND GAS
- WATER MAIN
- EXISTING VERTICAL DRAINAGE CURB
- PROPOSED CHAIN LINE
- PROPOSED DRAIN MANHOLE
- PROPOSED DOWNSPOUT CONNECTION

ASSASSINATORS REFERENCE:
 MAP 44, PARCEL 3024 & 3128

ZONING CLASSIFICATION:
 HOUSING OVERLAY OPTION PLAN 1 (HOOP)

AREA: 15,000 S.F.
DEPTH: 75 FT.
SETBACKS:
 Side: 10'
 Rear: 5'

BUILDING COVERAGE: 40%
BUILDING HEIGHT: 40 FT.
MIN. OPEN SPACE: 25%

OWNER:
 HAROLD CONEY HENKINSTE HURWITZ
 20 SOUTH AVENUE
 NATICK, MASSACHUSETTS

APPLICANT:
 RFR ENTERPRISES
 1116 GREAT PLAN AVENUE
 NEEDHAM, MA 02462

PREPARED BY:
 GLM ENGINEERING CONSULTANTS, INC.
 1750 WASHINGTON STREET
 HOLLISTON, MASSACHUSETTS 01748
 (508) 428-1100 FAX: (508) 428-7160

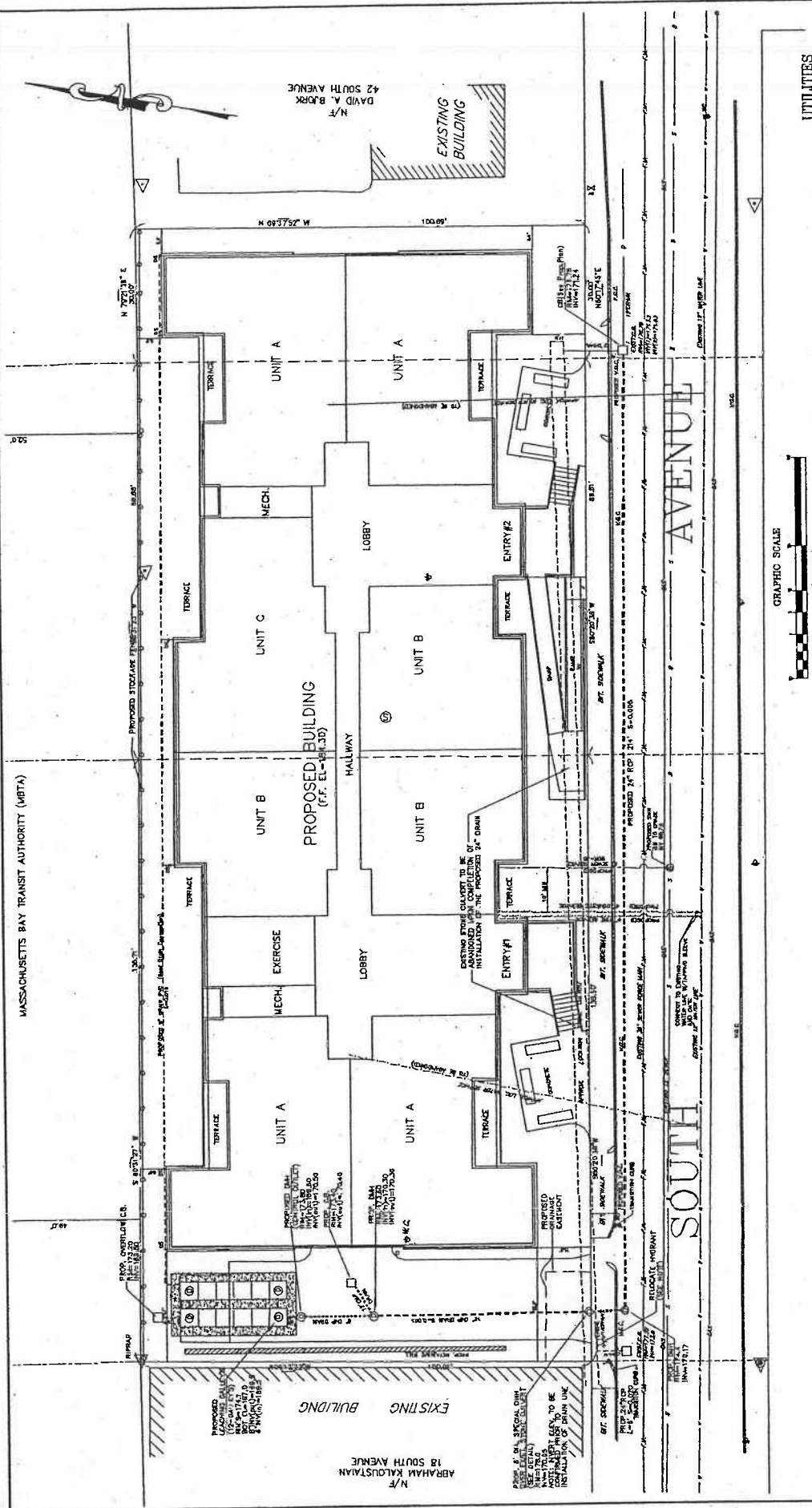
REVISIONS

NO.	DATE	DESCRIPTION
1	9/9/18	ENGINEERING COMMENTS
2	9/26/18	FENCE ALONG P.M.

JOB NO.: 18082R
SCALE: 1" = 10'
DATE: JULY 12, 2018
SHEET NO.: 2 OF 9

EXISTING CONDITIONS

SITE PLAN OF LAND
 20 South Avenue
 NATICK, MASSACHUSETTS



MASSACHUSETTS BAY TRANSIT AUTHORITY (MBTA)

OWNER: HAROLD COHEN & KENNETH HURWITZ
20 SOUTH AVENUE
NATICK, MASSACHUSETTS

APPLICANT: RTR ENTERPRISES
1118 GREAT PLAIN AVENUE
NEEDHAM, MA 02462

PREPARED BY: GLM ENGINEERING, INC.
3750 WASHINGTON STREET
HOLLISTON, MASSACHUSETTS 01746
(508)428-1100 Fax:(508)428-7180

JOB No. 11082TR
NO. DATE DESCRIPTION
1 9/9/08 ENGINEERING COMMENTS
2 9/23/08 ENGINEERING COMMENTS

SCALE: 1" = 10'
DATE: JULY 17, 2008
SHEET NO. 4 OF 9

ASSESSOR'S REFERENCE: MAP 44, PARCEL 3024 R 7228

ZONING CLASSIFICATION: HOUSING OVERLAY OPTION PLAN I (HOOP)

AREA: 1500 SF.
DEPTH: 75 FT.
SETBACKS:
Front: 10'
Side: 5'
Rear: 5'

BUILDING COVERAGE: 40%
BUILDING HEIGHT: 30'
MIN. OVERHEAD CLEARANCE: 50'

NOTES:

1. EXISTING WORK TO BE RELOCATED TO A LOCATION TO BE DETERMINED BY THE MBTA.

NOTE: THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL UTILITIES AND TO VERIFY THE LOCATION OF ALL UTILITIES SHALL BE THE CONTRACTOR'S. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES. CONTACT: 1-800-852-9447

LEGEND:

- EXISTING SEWER FORCE MAIN
- EXISTING WATER MAIN
- EXISTING GAS LINE
- EXISTING WATER LINE
- UTILITY POLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING INTERMEDIATE
- WATER OUTFALL
- EXISTING VERTICAL SHWATE CURB
- PROPOSED DRAIN LINE
- PROPOSED DRAIN MANHOLE
- PROPOSED DRAINPOOT CONNECTION

GRAPHIC SCALE
1" = 10'
1" = 20'

UTILITIES

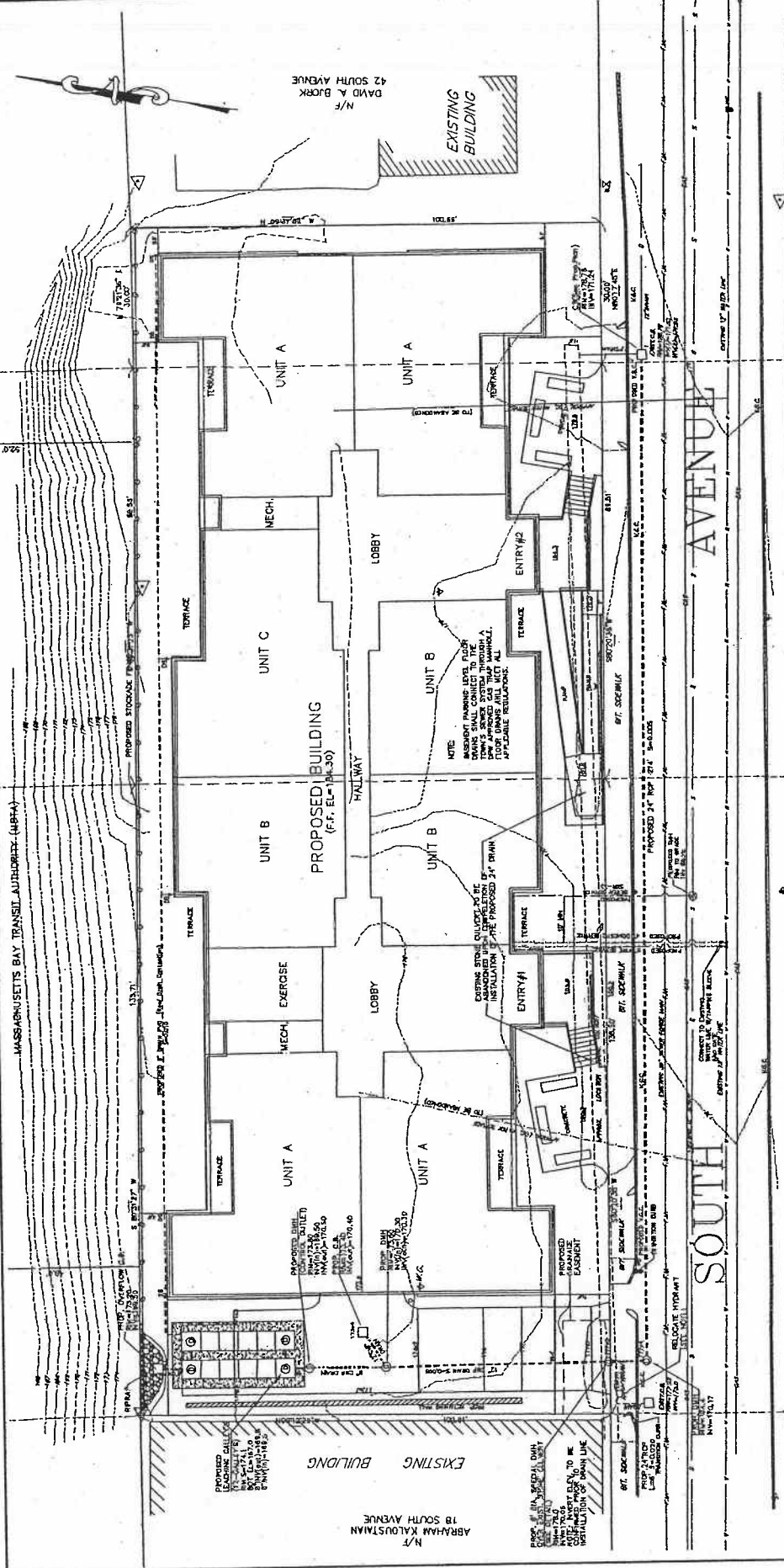
PROPOSED BUILDING (P.F. E.L. 11082B)

EXISTING BUILDING

ARABAHAM KALOUSTIAN
N/F
18 SOUTH AVENUE

DAVID A. BORK
N/F
42 SOUTH AVENUE

EXISTING BUILDING



GRADING AND DRAINAGE

SITE PLAN OF LAND
 20 South Avenue
 NATICK, MASSACHUSETTS

OWNER: ANNE HURWITZ
 20 SOUTH AVENUE
 NATICK, MASSACHUSETTS

APPLICANT:
 RFR ENTERPRISES
 1116 GREAT PLAIN AVENUE
 NEEDHAM, MA 02492

PREPARED BY:
 GLM CONSULTANTS, INC.
 1760 WASHINGTON STREET
 HOLLISTON, MASSACHUSETTS 01748
 (603) 488-1100 fax: (603) 488-1160

NO.	DATE	REVISIONS
1	9/8/06	ENGINEERING COMMENTS
2	9/7/06	FENCE ALONG R.F.

JOB No. 1006278
 SCALE: 1" = 11'
 DATE: JULY 12, 2006
 SHEET No. 5 OF 9

ADJACENT REFERENCES:
 MAP 14, PARCEL 323A & 323B

STATE CLASSIFICATION:
 HOUSING CATEGORY OPTION PLAN I (HOOP)
 AREA: 10,000 S.F.
 DIST. DIMS: 70 FT.
 SETBACKS: 10'
 EASEMENT: 5'
 REAR: 0'
 BUILDING COVERAGE: 40 FT.
 MIN. OPEN SPACE: 35'

NOTES:

- EXISTING WATER AND SEWER UTILITIES SHALL BE AS SHOWN ON THE PLAN AND SHALL BE DEPOSED OF IN A LEGAL AND PROPER MANNER.
- THE EXISTING STONE DRAINAGE SHALL BE RELOCATED TO THE 1'-1/2" ALONG THE FULL FRONTAGE OF THE SITE.
- STONY WASTE PIPING SHALL BE COOL-PLACED DOWN 1'-1/2" ALONG THE FULL FRONTAGE OF THE SITE.
- A NEW 1'-1/2" STORMWATER OVERLAY SHALL BE PLACED AFTER ALL UTILITY AND CURB CUTS ARE COMPLETE.

LEGEND:

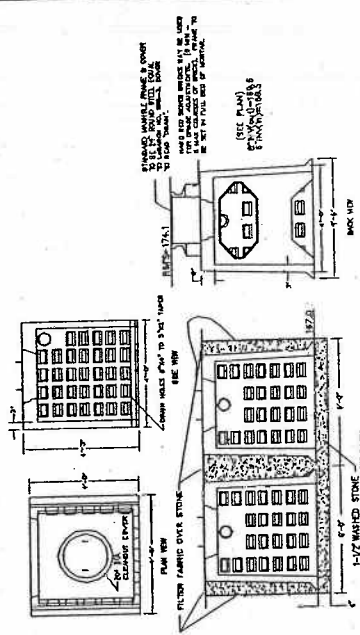
- EXISTING FORCE MAIN
- EXISTING SEWER LINE
- EXISTING WATER LINE
- UTILITY POLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING WATER
- EXISTING CONDUIT
- EXISTING VERTICAL GRATE CURB
- PROPOSED DRAIN LINE
- PROPOSED DRAIN MANHOLE
- PROPOSED DOWNPOUT CONNECTION
- PROPOSED DOWNPOUT CONNECTION

NOTES:

- OWNER SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND TO COMPLY WITH ALL REGULATIONS AND ORDINANCES OF THE CITY OF NATICK.
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GRAPHIC SCALE:
 1" = 11'

DATE: _____



LEACHING GALLEYS
N.E.S.

NOTES:
 1. ALL SURFACE AND ABOVE GROUND UTILITIES SHALL BE FROM A FIELD SURVEY AND SHOWN AS SUCH.
 2. ALL UTILITIES SHALL BE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
 3. ALL UTILITIES SHALL BE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
 4. THE DESIGN FOR ALL UTILITIES SHALL BE APPROVED BY THE TOWN OF NANTUCKET PLANNING DEPARTMENT.
 5. THE DESIGN FOR ALL UTILITIES SHALL BE APPROVED BY THE TOWN OF NANTUCKET PLANNING DEPARTMENT.

LEACHING GALLEYS
N.E.S.

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OWNER:
 HAROLD CONYER WESLEY HURNWITZ
 20 SOUTH AVENUE
 NANTUCKET, MASSACHUSETTS

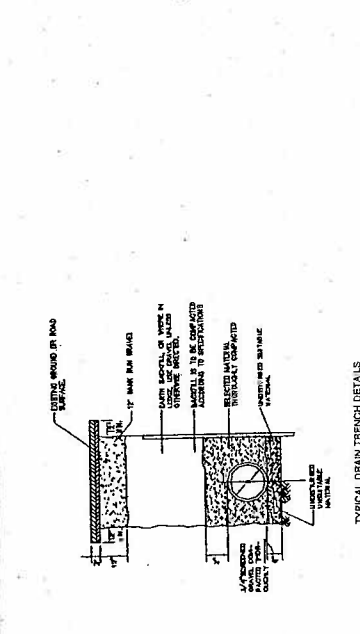
APPLICANT:
 RFR ENTERPRISES
 1116 GREAT PLAIN AVENUE
 NEEDHAM, MA 02452

PREPARED BY:
 GLM ENGINEERING CONSULTANTS, INC.
 1750 WASHINGTON STREET
 HOLLISTON, MASSACHUSETTS 01746
 (608)484-1100 fax (608)484-7180

NO.	DATE	DESCRIPTION	REVISED BY
1	12/7/06	ENGINEERING COMMENTS	
2	9/25/08	PERCE AUGUS REV	

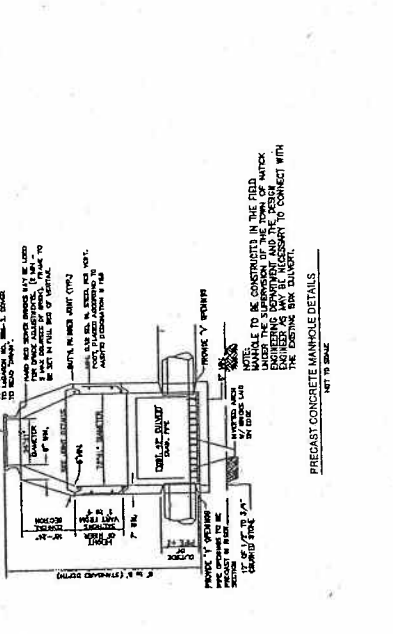
JOB No. 080212R
 SCALE: 1" = 10'
 DATE: JULY 12, 2008
 SHEET No. 6 OF 9

NOTE:
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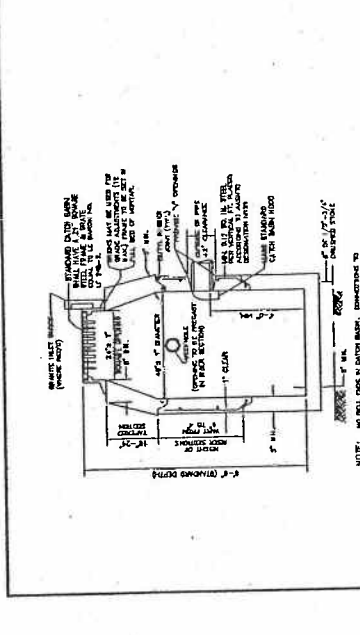
TYPICAL DRAIN TRENCH DETAILS
NOT TO SCALE

NOTE:
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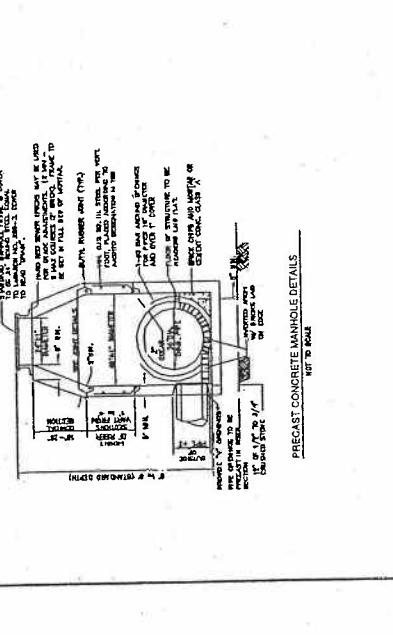
PRECAST CONCRETE MANHOLE DETAILS
NOT TO SCALE

NOTE:
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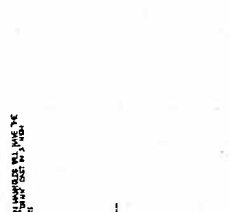
PRECAST CONCRETE CATCH BASIN DETAILS
NOT TO SCALE

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PRECAST CONCRETE MANHOLE DETAILS
NOT TO SCALE

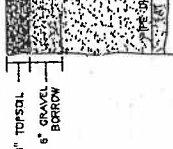
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MASS. D.P.W. STANDARD MANHOLE FRAME & COVER
NOT TO SCALE

SECTION UNDER GRASS

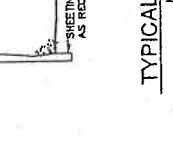
ONIT TOPSOIL WHERE NO GRASS OCCURS, USE 6" SELECT GRAVEL.



RESURFACING AS REQUIRED

SHRETTING AS REQUIRED

SECTION UNDER PAVEMENT



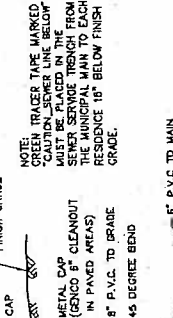
RESURFACING AS REQUIRED

SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SECTION UNDER GRASS

ONIT TOPSOIL WHERE NO GRASS OCCURS, USE 6" SELECT GRAVEL.



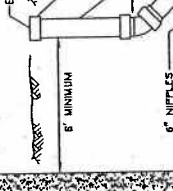
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SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SECTION UNDER PAVEMENT

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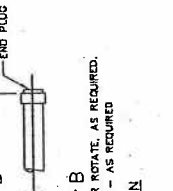
RESURFACING AS REQUIRED

SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SECTION UNDER GRASS

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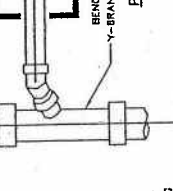
RESURFACING AS REQUIRED

SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SECTION UNDER PAVEMENT

ONIT TOPSOIL WHERE NO GRASS OCCURS, USE 6" SELECT GRAVEL.



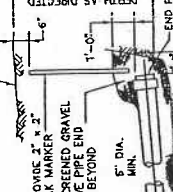
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SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SECTION UNDER GRASS

ONIT TOPSOIL WHERE NO GRASS OCCURS, USE 6" SELECT GRAVEL.



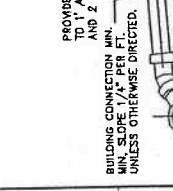
RESURFACING AS REQUIRED

SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SECTION UNDER PAVEMENT

ONIT TOPSOIL WHERE NO GRASS OCCURS, USE 6" SELECT GRAVEL.



RESURFACING AS REQUIRED

SHRETTING AS REQUIRED

TYPICAL TRENCH DETAIL
NOT TO SCALE

SEWER SERVICE LINES CLEANOUT & FITTINGS
NOT TO SCALE



NOTE: GREEN TRACER TAPE MARKED "CAUTION" SHALL BE USED TO MARK THE SERVICE TRENCH FROM THE RESIDENCE 18" BELOW FINISH GRADE.

FOUNDATION WALL

END CAP

METAL CAP (6" CLEANOUT IN PAVED AREAS)

8" P.V.C. TO GRADE

45 DEGREE BEND

6" SCHEDULE 40 NIPPLES

4" x 6" FERRO-COUPPLING

6" WYE

6" P.V.C. TO MAIN

6" OF 1/2" TO 3/4" STONE

GASKETS COVER IN PAVED AREAS

TYPICAL BUILDING CONNECTION
NOT TO SCALE



GROUND SURFACE

PROVIDE 3" x 3" OAK MARKER TO 1" ABOVE PIPE END AND 2 FT. BEYOND

1" x 6" SCREENED GRAVEL

1" x 6" END PLUG

1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL BUILDING CONNECTION
NOT TO SCALE



GROUND SURFACE

PROVIDE 3" x 3" OAK MARKER TO 1" ABOVE PIPE END AND 2 FT. BEYOND

1" x 6" SCREENED GRAVEL

1" x 6" END PLUG

1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL BUILDING CONNECTION
NOT TO SCALE



GROUND SURFACE

PROVIDE 3" x 3" OAK MARKER TO 1" ABOVE PIPE END AND 2 FT. BEYOND

1" x 6" SCREENED GRAVEL

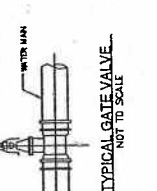
1" x 6" END PLUG

1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL GATE VALVE
NOT TO SCALE



1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL GATE VALVE
NOT TO SCALE

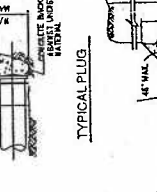


1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL GATE VALVE
NOT TO SCALE

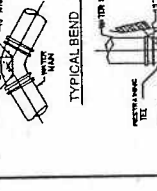


1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL GATE VALVE
NOT TO SCALE



1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE



1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE

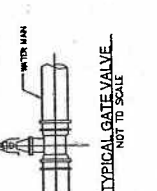


1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE



1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE

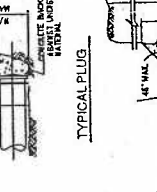


1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE

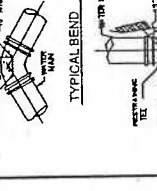


1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

TYPICAL THRUST BLOCK DETAIL
NOT TO SCALE



1 1/2" x 8" CRUSHED STONE

1 1/2" x 3/4" COMPACTED CRUSHED STONE

8" DIA. MIN. CONCRETE AND MORTAR

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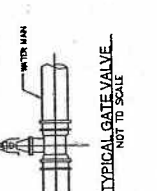


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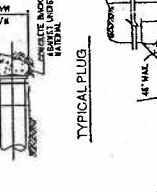


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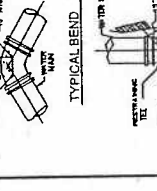


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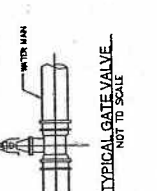


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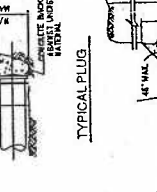


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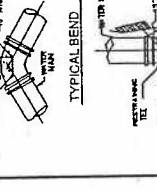


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