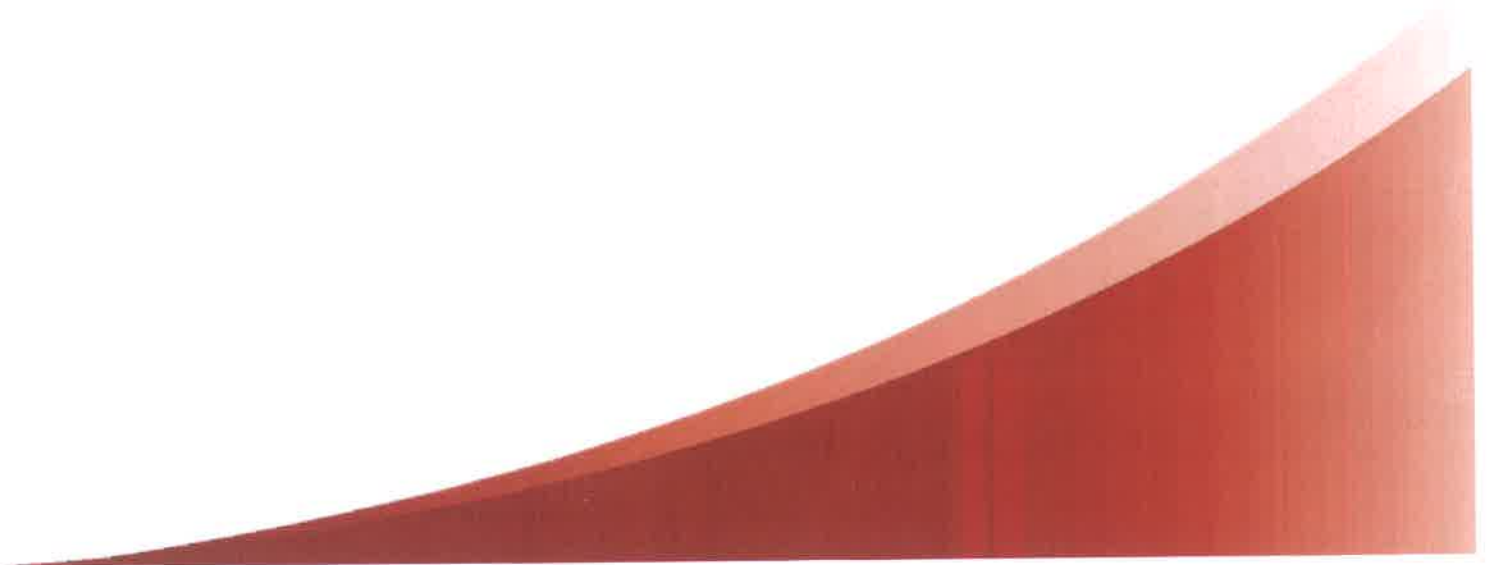




**Comprehensive Permit  
Site Approval Application  
Homeownership**

[www.masshousing.com](http://www.masshousing.com) | [www.masshousingrental.com](http://www.masshousingrental.com)





## Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

**Please note that MassHousing requires that all applicants meet with a member of our Planning and Programs Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.**

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

<https://www.mass.gov/doc/760-cmr-56-comprehensive-permit-low-or-moderate-income-housing/download>  
[www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf](https://www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf).

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

**Manager of Planning Programs  
One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Jessica Malcolm at 617-854-1201 or [jmalcolm@masshousing.com](mailto:jmalcolm@masshousing.com) to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.



### **Our Commitment to You**

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval :

Within one week of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

**If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.**

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 90 days of our receipt of your application package.





## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

#### Section 1: GENERAL INFORMATION

**Name of Proposed Project:** The Landing Lancaster

**Municipality:** Lancaster

**County:** Worcester

**Address of Site:** 0 White Pond Road

**Cross Street:**

**Zip Code:** 01523

**Tax Parcel I.D. Number(s):** 008-0045.0

**Name of Proposed Development Entity** Lancaster Residential, LLC

*(typically a single purpose entity):*

**Entity Type:** Limited Dividend Organization

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

**Has this entity already been formed?** No

**State Formed:** Massachusetts

**Name of Applicant:** Capital Group Properties, LLC

*(typically the Proposed Development Entity or its controlling entity or individual)*

**Applicant's Web Address:** capitalgroupproperties.com

**Does the Applicant have a related party relationship with any other member of the development team?** Yes

**If yes, please explain:**

Some of the members of the current landowner (702, LLC) and the proposed development entity (Lancaster Residential, LLC) are the same.

#### Primary Contact Information:

#### StateDesc

**Contact Name:** Robert Depietri

**Relationship to Applicant:**

**Company Name:** Capital Group Properties, LLC

**Address:** 259 Turnpike Road, Suite 100

**Municipality:** Southborough

**State:** Massachusetts

**Zip:** 01772

**Phone:** 508-768-7972

**Cell Phone:** 508-768-7972

**Email:** rjdepieri@cgpllc.net



**Secondary Contact Information:****Contact Name:** Robert Depietri**Relationship to Applicant:****Company Name:** Lancaster Residential, LLC**Relationship to Applicant:****Company Name:** 259 Turnpike Road, Suite 100**Address:** Southborough**State:** Massachusetts**Zip:** 01772**Municipality:** 508-768-7972**State:** 508-768-7972**Zip:****Phone:** rjdepieri@cgpllc.net**Cell Phone:****Email:****Additional Contact Information:****Contact Name:****Relationship to Applicant:****Company Name:****Address:****Municipality:****State:****Zip:****Phone:****Cell Phone:****Email:****Anticipated Financing:** NEF**Name of Lender (if not MassHousing financed):****Age Restriction:** None**Brief Project Description:**

This project will consist of 200 units in (2) 4-Story buildings, a clubhouse with a children's play area, amenities area, and gathering areas, a dog park, walking paths, and a connection to the Cook Conservation Area trail system along the Nashua River with over 5 miles of trails.



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

**Section 2: EXISTING CONDITIONS / SITE INFORMATION**

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

**Buildable Area Calculations**

(Acres)

Total Site Area:	22.98
Wetland Area (per MA DEP):	0.01
Flood Hazard Area (per FEMA):	0.12
Endangered Species Habitat (per MESA):	0.00
Conservation / Article 97 Land:	0.00
Protected Agricultural Land (i.e. EO 193):	0.00
Other Non-Buildable:	1.69
Total Non-Buildable Area:	1.82
Total Buildable Area:	21.16

**Current use of the site and prior use if known:**

Current Use: Sand and Gravel Pit & Earth Removal Operation - Operating for over 20 years  
Previous uses: Agricultural

Is the site located entirely within one municipality? Yes

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

How much land is in each municipality?

**Additional Site Addresses:**

**Current zoning classification and principal permitted uses:**

Residential Zone

**Previous Development Efforts**

Please list any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications.

*Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).*



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

If Rejected, Please Explain:

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	Currently in permitting with DEP
Wastewater - public sewer	No	
Storm Sewer	No	Will be designed
Water-public water	No	Currently approved to bring water from City of Leominster to the site
Water-private well	No	
Natural Gas	No	In the process
Electricity	Yes	In the process of extending to the site
Roadway Access to Site	Yes	McGovern Blvd
Sidewalk Access to Site	No	Sidewalk network to be constructed as part of master plan
Other	No	

**Describe Surrounding Land Uses:**

FC Stars Soccer Complex which has 3 turf soccer fields that are used for games and tournaments. Mass Youth Soccer Complex which has 16 fields that are used for tournaments and games. Kimball Farms which sells ice cream and food and will also have events like car shows. Town Forest Conservation Land and DCR Land. Several residential properties along White Pond Road.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	4.50	N/A
Schools	3.50	N/A
Government Offices	4.30	N/A
Multi-Family Housing	0.00	N/A
Public Safety Facilities	3.70	N/A
Office/Industrial Uses	2.30	N/A
Conservation Land	1.00	N/A
Recreational Facilities	0.20	N/A
Houses of Worship	4.80	N/A
Other	0.20	N/A

Public transportation near the Site, including type of transportation and distance from site:



As part of the project there will be a bus stop to the commuter rail on site.

### Site Characteristics and Development Constraints

Are there any easements, rights of way or other restrictions of record affecting the development of the site ?	No
Is there any evidence of hazardous, flammable or explosive material on the site?	No
Is the site, or any portion thereof, located within a designated flood hazard area?	No
Does the site include areas designated by Natural Heritage as endangered species habitat?	No
Are there documented state-designated wetlands on the site?	Yes
Are there documented vernal pools on the site?	No
Is the site within a local or state Historic District or listed on the National Register or Historic Places?	No
Has the site or any building(s) on the site been designated as a local, state or national landmark?	No
Are there existing buildings and structures on site?	No
Does the site include documented archeological resources?	No
Does the site include any known significant areas of ledge or steep slopes?	No



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

**Section 3: PROJECT INFORMATION**

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

**Construction Type:** New Construction

<b>Total Dwelling Units:</b>	200	<b>Total Number of Affordable Units:</b>	50
<b>Number of Market Units:</b>	150	<b>Number of AMI 50% Affordable Units:</b>	0
		<b>Number of AMI 80% Affordable Units:</b>	50

**Unit Information:**

Unit Type	Bedrooms	Baths	# Of Units	Unit Sq. Ft.	Sales Price	Condo/HO Fee
Market	3 Bedroom	2 Baths	60	1,256	\$469,900	\$250
Market	2 Bedroom	2 Baths	60	1,061	\$399,900	\$250
Market	1 Bedroom	1 Bath	30	780	\$354,900	\$250
Affordable Unit - Below 80%	3 Bedroom	2 Baths	20	1,256	\$279,452	\$250
Affordable Unit - Below 80%	2 Bedroom	2 Baths	20	1,061	\$250,150	\$250
Affordable Unit - Below 80%	1 Bedroom	1 Bath	10	780	\$223,851	\$250

**Approach to calculating any additional fees relating to Condominium Association or Homeowners Association:**

**Percentage of Units with 3 or More Bedrooms:** 40

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

<b>Handicapped Accessible Units - Total:</b>	6	<b>Market Rate:</b>	4	<b>Affordable:</b>	2
<b>Gross Density (units per acre):</b>	8.7032	<b>Net Density (units per buildableacre):</b>	9.4518		

**Building Information**

Building Type	Building Style	Construction Type	Stories	Height	GFA	Number Bldg
Residential	Multi-family	Construction	4	55	240,776	2
Non-Residential	Other	Construction	1	20	4,000	1



Will all features and amenities available to market unit residents also be available to affordable unit residents?

If not, explain the differences:

**Parking**

Total Parking Spaces Provided: 400 Ratio of Parking Spaces to Housing Units: 2

**Lot Coverage**

Buildings:	6%	Parking and Paved Areas:	19%
Usable Open Space:	74%	Unusable Open Space:	1%
Lot Coverage:	25%		

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))?

No



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

**Section 4: SITE CONTROL**

**Grantor/Seller:** 702 LLC

**Grantee/Buyer:** Lancaster Residential, LLC

**Grantee/Buyer Type:** Development Entity

**If Other, Explain:**

**Are the Parties Related?** Yes      There are members that are part of both entities.

**For Deeds or Ground Leases:**

**Date(s) of Deed(s) or Ground Leases(s):**

**Purchase Price:** \$0

**For Purchase and Sales Agreements or Option Agreements:**

**Date of Agreement:** 12/27/2021

**Expiration** There are members

**Date of Extension** *(if extension granted):*

**New Expiration Date** *(if extension granted):*

**Purchase Price:** \$4,000,000

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

**If Yes, Current Status of Easement:** Under Purchase and Sale Agreement

**Date(s) of Easements(s):**

**For Easements:**

**Date of Agreement:**

**Purchase Price:** 0.00

**For Easement Purchase and Sales Agreements or Easement Option Agreements:**

**Expiration Date:**

**Date of Extension** *(if extension granted):*

**New Expiration Date** *(if extension granted)*

**Purchase Price:** \$0



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

Section 5: FINANCIAL INFORMATION

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

Initial Capital Budget

Sales / Revenue	
Market:	62,835,000
Affordable:	12,830,544
Related Party:	\$0
Other Income:	\$0
Total Sales/Revenue:	75,665,544

Pre-Permit Land Value

Item	Budgeted
As-Is Market Value*:	\$4,000,000
Reasonable Carrying Costs:	0
Subtotal - Pre-Permit Land Value:	\$4,000,000

\* As-Is market value to be determined by a MassHousing commissioned appraisal



**Uses (Costs)**

Item	Budgeted
<b>Acquisition Cost (Actual):</b>	
Actual Acquisition Cost: Land	\$4,000,000
Actual Acquisition Cost: Buildings	\$0
Reasonable Carrying Costs	\$0
<b>Total Acquisition Cost (Actual)</b>	<b>\$4,000,000</b>
<b>Construction Costs-Residential Construction Costs (Hard Costs):</b>	
Building Structure Costs	\$34,268,640
Hard Cost Contingency	\$1,713,432
<b>Subtotal - Residential Construction (Hard Costs)</b>	<b>\$35,982,072</b>
<b>Construction Costs-Site Work (Hard Costs):</b>	
Earth Work	\$1,400,000
Utilities: On-Site	\$2,500,000
Utilities: Off-Site	\$0
Roads and Walks	\$2,121,000
Site Improvement	\$1,860,000
Lawns and Plantings	\$400,000
Geotechnical Condition	\$25,000
Environmental Remediation	\$0
Demolition	\$0
Unusual Site Conditions/Other Site Work	\$0
<b>Subtotal - Site Work (Hard Costs)</b>	<b>\$8,306,000</b>
<b>Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs):</b>	
General Conditions	\$2,214,404
Builder's Overhead	\$885,761
Builder's Profit	\$2,214,404
<b>Subtotal - General Conditions, Builder's Overhead &amp; Profit</b>	<b>\$5,314,569</b>
<b>General Development Costs (Soft Costs):</b>	
Appraisal and Marketing Study <i>(not 40B "As Is" Appraisal)</i>	\$15,000
Lottery	\$50,000
Commissions/Advertising-Affordable	\$769,833
Commissions/Advertising-Market	\$3,770,100
Model Unit	\$50,000
Closing Costs <i>(unit sales)</i>	\$526,999
Real Estate Taxes	\$175,000
Utility Usage <i>(during construction)</i>	\$450,000
Insurance <i>(during construction)</i>	\$450,000



<b>Security</b> <i>(during construction)</i>	\$25,000
<b>Inspecting Engineer</b> <i>(during construction)</i>	\$50,000
<b>Construction Loan Interest</b>	\$1,085,212
<b>General Development Costs (Soft Costs) - continued</b>	

Item	Budgeted
<b>Fees to Construction Lender:</b>	\$320,000
<b>Fees to Other Lenders:</b>	\$0
<b>Architectural</b>	\$400,000
<b>Engineering</b>	\$300,000
<b>Survey, Permits, etc.</b>	\$150,000
<b>Clerk of the Works</b>	\$125,000
<b>Construction Manager</b>	\$225,000
<b>Bond Premiums</b> <i>(payment/performance/lien bond)</i>	\$0
<b>Legal</b>	\$125,000
<b>Title</b> <i>(including title insurance)</i> <b>and Recording</b>	\$74,240
<b>Accounting and Cost Certification</b> <i>(incl. 40B)</i>	\$66,120
<b>Relocation</b>	\$0
<b>40B Site Approval Processing Fee</b>	\$7,650
<b>40B Technical Assistance / Mediation Fee</b>	\$12,500
<b>40B Land Appraisal Cost</b> <i>(as-is value)</i>	\$10,000
<b>40B Final Approval Processing Fee</b>	\$175,000
<b>40B Subsidizing Agency Cost Certification Examination Fee</b>	\$0
<b>40B Monitoring Agent Fee</b>	\$0
<b>40B Surety Fees</b>	\$100,000
<b>Other Financing Fees</b>	\$0
<b>Development Consultant</b>	\$19,720
<b>Other Consultant:</b> Organization & Administration	\$69,600
<b>Other Consultant:</b> Third Party Due Dilligence	\$58,000
<b>Soft Cost Contingency</b>	\$428,999
<b>Other Development Costs</b>	\$0
<b>Subtotal - General Development Costs (Soft Costs)</b>	<b>\$10,083,973</b>
<b>Developer Overhead:</b>	
<b>Developer Overhead</b>	\$315,000
<b>Subtotal Developer Fee and Overhead</b>	<b>\$315,000</b>



## Summary of Subtotals

Item	Budgeted
	\$75,665,544
Sales/Revenue	\$4,000,000
Pre-Permit Land Value	\$35,982,072
Residential Construction	\$8,306,000
Site Work (Hard Costs)	\$5,314,569
General Conditions, Builder's Overhead & Profit (Hard Costs)	\$10,083,973
General Development Costs (Soft Costs)	\$315,000
Developer Fee and Overhead	

## Summary

Total Sales/Revenue	\$75,665,544
Total Uses (TDC)	\$64,001,614
Profit (Loss) from Sales Revenue	\$11,663,930
Percentage of Profit (Loss) Over the Total Development Costs (TDC)	18.2244

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

### Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

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

#### Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary
Capital Group Properties, L	Robert Depietri	Developer	Yes	No	Yes
Lancaster Residential, LLC	Robert Depietri	Developer	No	Yes	No
RANKIN ASSOCIATES, LL	Richard W. Rankin, AIA	Consultant - Architect and Engineering	No	No	No
Bohler Engineering	John Kucich, P.E.	Consultant - Architect and Engineering	No	No	No

#### Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
Architecture and Engineering	No	Bohler Engineering, John Kucich, P.E.
Architecture and Engineering	No	RANKIN ASSOCIATES, LLC, Richard
Construction Management	Yes	Capital Group Properties, LLC, Robert
Finance Package	Yes	Capital Group Properties, LLC, Robert
Local Permitting	Yes	Capital Group Properties, LLC, Robert

#### Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
Lancaster Residential, LLC	William Depietri	Related Affiliate	Development Entity
Capital Group Properties, LLC	William Depietri	Managing Entity	Applicant



**Previous Applications:**

<b>Project Name:</b>	Capital Commerce Center	<b>Filing Date:</b>	10/03/2019
<b>Municipality:</b>	Lancaster	<b>Decision Date:</b>	01/27/2020
<b>Subsidizing Agency:</b>		<b>Decision:</b>	Denial
<b>Type:</b>	Special Permit	<b>Other Reference:</b>	



## Certification and Acknowledgement

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

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

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	Yes
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes , reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts , and any agency, authority or instrument thereof?	No

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

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

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

Signature: \_\_\_\_\_

Name: William A. Depietri

Title: Manager

Date: 04/26/2022



## Application for Chapter 40B Project Eligibility / Site Approval

### for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

#### Section 7: NOTIFICATION AND FEES

##### Notices

##### Event

##### Date

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

04/19/2022

Date of Pre-Application Meeting with MassHousing:

04/27/2022

Date copy of complete application sent to chief elected office of municipality:

04/26/2022

Date notice of application sent to DHCD:

##### Fees

All fees that are payable to MassHousing should be sent via ACH/Wire Transfer. Please contact MassHousing for the ACH/Wire Transfer instructions.

Fees payable to the Massachusetts Housing Partnership should be sent directly to MHP with the [MHP Cover Letter](#)

Fee	Amount	Instructions
MassHousing Application Processing Fee:	\$7,650	payable to MassHousing
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500	(Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000)
Unit Fee:	\$10,000	(\$50 per Unit)
Total TA/Mediation and Unit Fee:	\$12,500	(Payable to Massachusetts Housing Partnership)

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



SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Please provide information indicating that your development complies with either Method 1 or Method 2 of the Sustainable Development Principles

Method 1 - Redevelop First

If Rehabilitation:

Rehabilitation/Redevelopment/Improvements to Structure	No
Rehabilitation/Redevelopment/Improvements to Infrastructure	No

If New Construction:

- Contributes to revitalization of town center or neighborhood	No
- Walkable to:	
(a) transit	Yes
(b) downtown or village center	No
(c) school	No
(d) library	No
(e) retail, services, or employment center	Yes
- Located in municipally-approved growth center	No

Explanation (Required):

Within walking distance of the proposed commercial/logistics/retail portion of the overall master plan, which will provide employment at a mix of income, education, and skill levels. A bus stop will be created as a part of the neighboring logistics development and will be accessible through the sidewalk network.



## Method 2 - Consistency with Sustainable Development Principles

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

If the development involves strong municipal support, the development need only meet four (4) of the Sustainable Development Principles. However, one (1) of the Principles met must be **Protect Land and Ecosystems**. Please check the applicable boxes within the "Optional - Demonstration of Municipal Support" section below, include an explanation in the box if necessary and provide attachments where applicable.

### Optional - Demonstration of Municipal Support

- |   |    |
|---|----|
| - Letter of Support from the Chief Elected Official of the municipality * | No |
| - Housing development involves municipal funding                          | No |
| - Housing development involves land owned or donated by the municipality  | No |

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

Explanation (Required)

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

#### (1) Concentrate Development and Mix Uses

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

- |   |     |
|---|-----|
| - Higher density than surrounding area                        | Yes |
| - Mixes uses or adds new uses to an existing neighborhood     | Yes |
| - Includes multi-family housing                               | Yes |
| - Utilizes existing water/sewer infrastructure                | No  |
| - Compact and/or clustered so as to preserve undeveloped land | Yes |
| - Reuse existing sites, structured, or infrastructure         | No  |
| - Pedestrian friendly   | Yes |
| - Other (discuss below)                                       | No  |

Explanation (Required)

High density multifamily in an area with 2-acre lot sizes. Project takes up approximately 25.09% of lot area. Significant sidewalk systems proposed throughout site. No existing multifamily in area. Reuse of a heavily disturbed sand and gravel pit.



## (2) Advance Equity & Make Efficient Decisions

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

Promote development in accordance with smart growth and environmental stewardship.

- Concerted public participation effort (beyond the minimally required public hearings)	No
- Streamlined permitting process, such as 40B or 40R	Yes
- Universal Design and/or visitability	No
- Creates affordable housing in middle to upper income area and/or meets regional need	Yes
- Creates affordable housing in high poverty area	No
- Promotes diversity and social equity and improves the neighborhood	Yes
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community	No
- Other (discuss below)	No

### Explanation (Required)

New mixed for sale owner projects which expand home-ownership are extremely rare in the region, with developers usually opting for rental units at this density. The significant amenities and access to employment opportunities will allow a premier quality of live to a wide range of backgrounds. 40B project.

## (3) Protect Land and Ecosystems

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

- Creation or preservation of open space or passive recreational facilities	Yes
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands	Yes
- Environmental remediation or clean up	No
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.)	Yes
- Eliminates or reduces neighborhood blight	Yes
- Addresses public health and safety risk	Yes
- Cultural or Historic landscape/existing neighborhood enhancement	No
- Other (discuss below)	No

### Explanation (Required)

Project covers approximately 25.09% of site. Significant distance from wetland areas. Restores area currently disturbed by sand and gravel mining and earth extraction operation.



#### **(4) Use Natural Resources Wisely**

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

- |   |     |
|---|-----|
| - Uses alternative technologies for water and/or wastewater treatment | No  |
| - Uses low impact development (LID) for other innovative techniques   | Yes |
| - Other (discuss below)   | No  |

Explanation (Required)

The project makes extensive use of rain gardens to capture, treat, and release back rainwater.

#### **(5) Expand Housing Opportunities**

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

- |  |     |
|--|-----|
| - Includes rental units, including for low/mod households            | No  |
| - Includes homeownership units, including for low/mod households     | Yes |
| - Includes housing options for special needs and disabled population | Yes |
| - Expands the term of affordability                                  | No  |
| - Homes are near jobs, transit and other services                    | Yes |
| - Other (discuss below)  | No  |

Explanation (Required)

For sale development with 25% of the units reserved for low/moderate income households. This project will consist entirely of ownership units. All housing will adhere to state and federal disability requirements. The proximity to both the logistics/commercial/retail development and Route 2 (which leads to Route 495 + I-190) allows for access to a multitude of employment centers. In addition, the proximity to the City of Leominster provides access to services.



## **(6) Provide Transportation Choice**

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

- |   |     |
|---|-----|
| - Walkable to public transportation   | Yes |
| - Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)   | Yes |
| - Increased bike and ped access   | Yes |
| - For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations | Yes |
| - Other (discuss below)   | No  |

### **Explanation (Required)**

A bus route will be created as a part of the neighboring logistics development (about half a mile walk) and will be accessible through the project's sidewalk network. Bicycle racks will be present at the commercial buildings to encourage use specifically for residents of this project. Close proximity combined with the creation of over 800 new jobs will allow residents working nearby to commute without using cars. One mile north of McGovern Boulevard is Route 2, a major transit corridor.

## **(7) Increase Job and Business Opportunities**

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

- |  |     |
|--|-----|
| - Permanent Jobs   | Yes |
| - Permanent jobs for low- or moderate- income persons  | Yes |
| - Jobs near housing, service or transit  | Yes |
| - Housing near an employment center  | Yes |
| - Expand access to education, training or entrepreneurial opportunities  | No  |
| - Support local business   | Yes |
| - Support natural resource-based businesses (i.e., farming, forestry, or aquaculture)                                | No  |
| - Re-uses or recycles materials from a local or regional industry's waste stream                                     | No  |
| - Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials                    | No  |
| - Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products | Yes |
| - Other (discuss below)  | No  |

### **Explanation (Required)**

Over 1,000 new jobs of various skill and income levels at the logistics/commercial/retail development. Bus stop on site with service to the Leominster MBTA stop. New residences will strengthen the businesses of Kimball Farm, Dunkin, and the gas station/convenience store at the McGovern/Route 70 intersection. Future small retail development on Lunenburg Road is anticipated in the area and the population increase will encourage that growth.



## (8) Promote Clean Energy

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

- |  |     |
|--|-----|
| - Energy Star or Equivalent*   | Yes |
| - Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in was reduction and conservation of resources | No  |
| - Other (discuss below)  | No  |

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

### Explanation (Required)

Massachusetts' energy code will be followed and efficient appliances will be installed with each unit as the default option.

## (9) Plan Regionally

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

- |   |     |
|---|-----|
| - Consistent with a municipally supported regional plan                               | Yes |
| - Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing | Yes |
| - Measureable public benefit beyond the applicant community                           | No  |
| - Other (discuss below)   | No  |

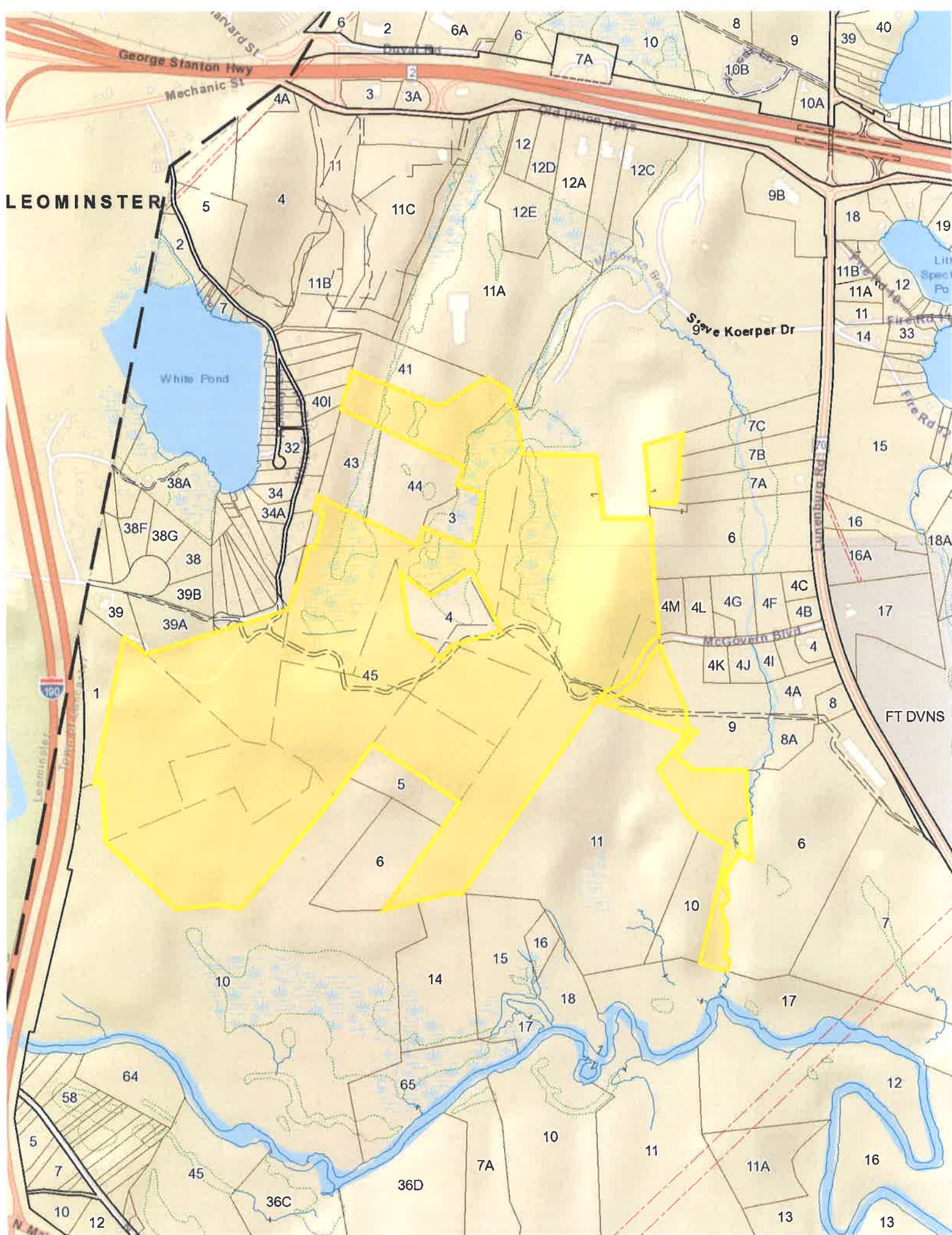
### Explanation (Required)

Introduction of high density home ownership with 25% being affordable will allow a significant product type to expand in the region, where similar mixed-income ownership is rare at a meaningful scale. Proposed project is consistent with the underlying Integrated Planned Overlay District (IPOD) zoning which the underlying property is located on which requires a residential component for each commercial square foot developed on the property.



## 1.1 Location Map

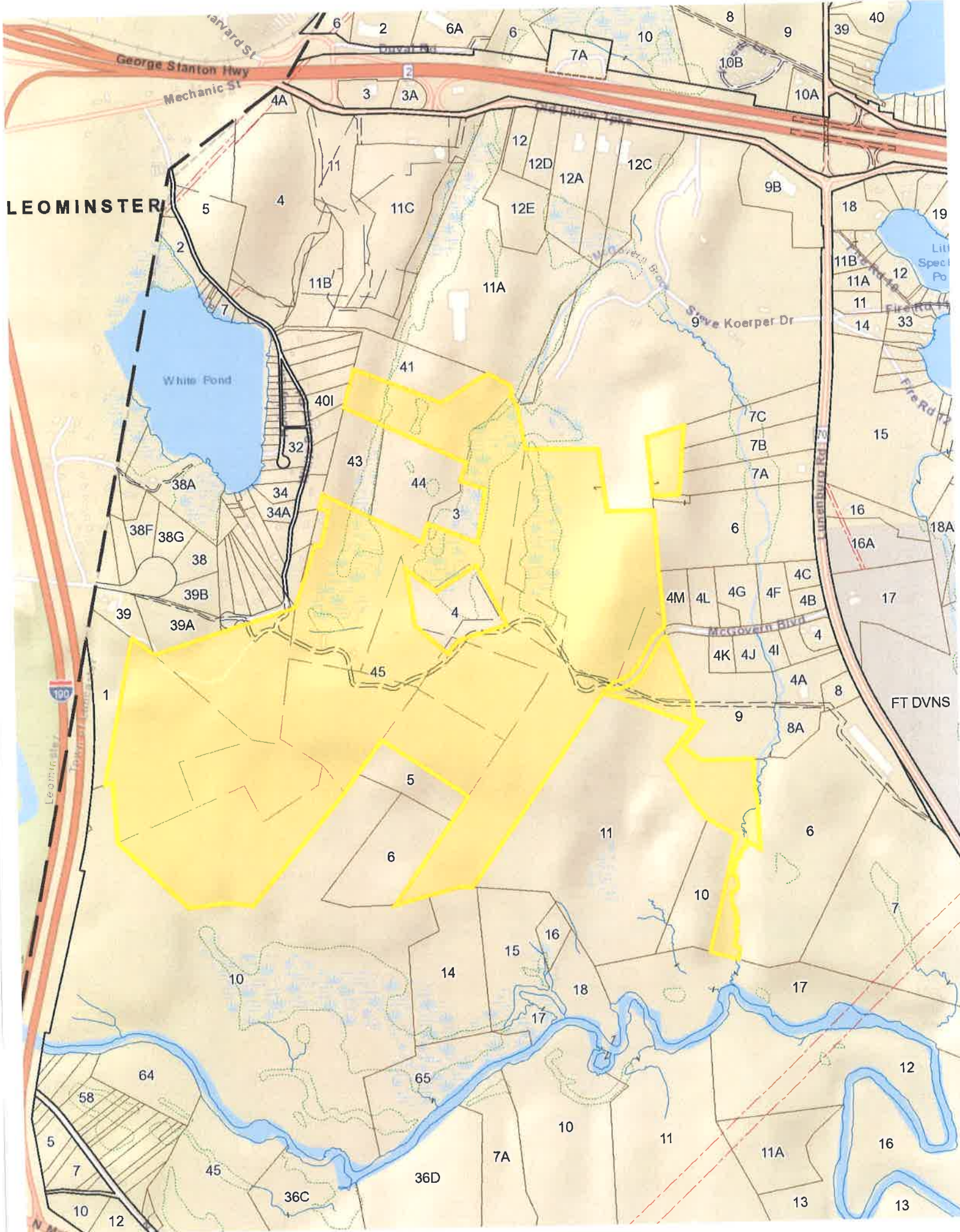






## 1.2 Tax Map







## 1.3 Directions



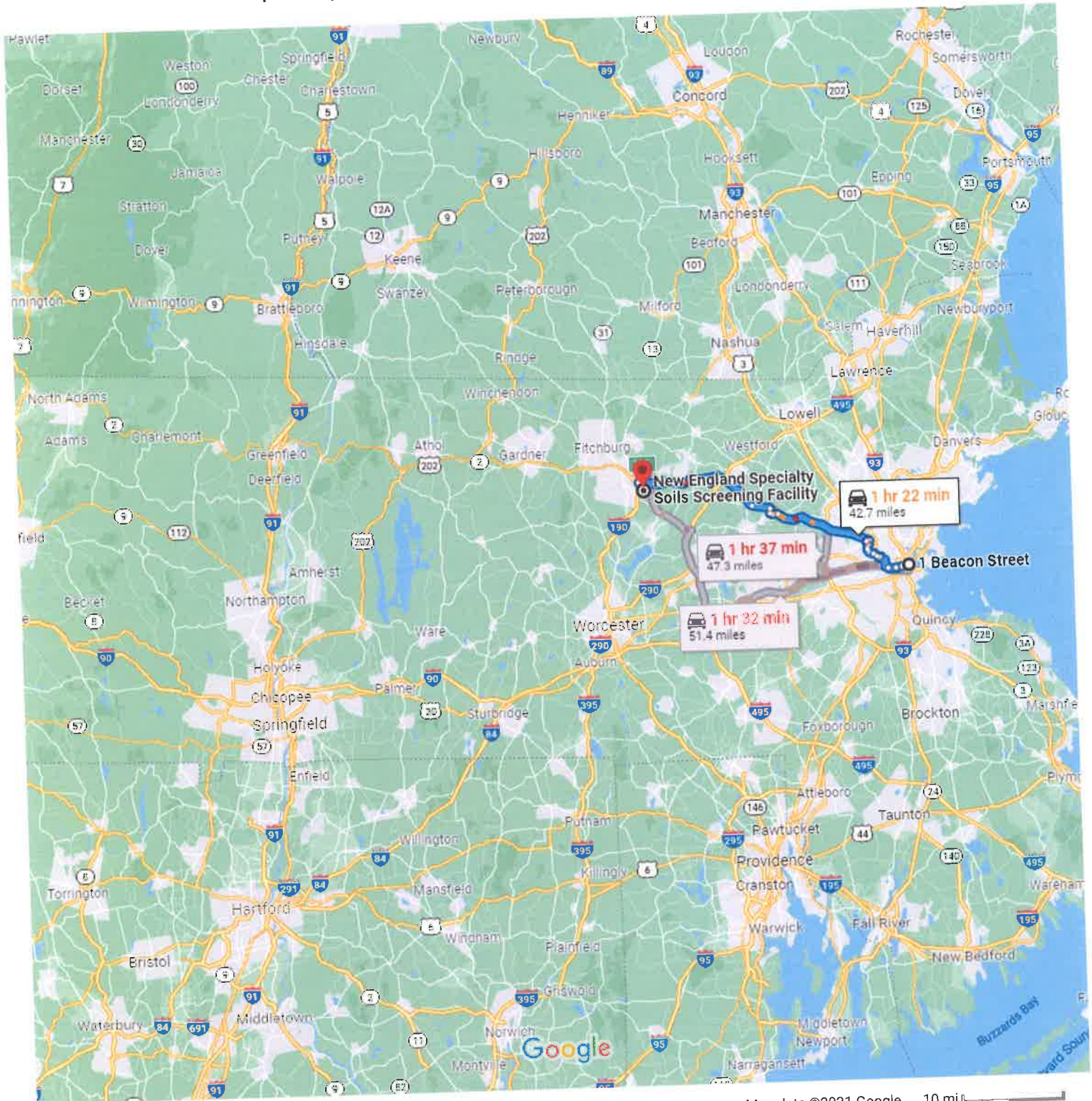
11/10/21, 4:10 PM

1 Beacon Street, Boston, MA to New England Specialty Soils Screening Facility - Google Maps

Google Maps

1 Beacon Street, Boston, MA to New England Specialty Soils Screening Facility

Drive 42.7 miles, 1 hr 22 min



1 Beacon St  
Boston, MA 02108

Get on Storrow Dr from Beacon St

7 min (1.0 mi)

Map data ©2021 Google 10 mi



- ↑ 1. Head east on Beacon St toward Freedom Trail/Tremont St  
92 ft
- 2. Turn right onto Freedom Trail/Tremont St  
0.1 mi
- 3. Turn right onto Park St  
0.1 mi
- ↶ 4. Turn left onto Beacon St  
0.6 mi
- 5. Turn right onto Berkeley St  
203 ft
- ⤴ 6. Take the ramp onto Storrow Dr  
0.1 mi

**Follow Storrow Dr and Soldiers Field Rd to Eliot Bridge. Take the exit toward MA-2/US-3/Arlington/Fresh Pond Pkwy from Soldiers Field Rd**

5 min (3.9 mi)


















- ⤴ 7. Merge onto Storrow Dr  
0.8 mi
- 8. Keep right to stay on Storrow Dr  
1.0 mi
- ↑ 9. Continue onto Soldiers Field Rd  
2.0 mi
- 10. Use the right 2 lanes to take the exit toward MA-2/US-3/Arlington/Fresh Pond Pkwy  
0.1 mi

**Take MA-2 W and Commonwealth Ave to MA-111 N/MA-2 W in Acton**

34 min (20.1 mi)




- ⤴ 11. Merge onto Eliot Bridge  
0.2 mi
- 12. Use any lane to turn slightly right toward Gerrys Landing Rd  
305 ft
- ↑ 13. Continue onto Gerrys Landing Rd  
0.3 mi
- ↑ 14. Continue onto Fresh Pond Pkwy  
0.5 mi
- ↶ 15. Turn left onto Fresh Pond Ln  
276 ft
- ↑ 16. Continue straight onto Larchwood Dr  
397 ft



-  17. Turn left onto Huron Ave  
266 ft
-  18. Continue straight to stay on Huron Ave  
0.6 mi
-  19. Turn right onto Grove St  
0.3 mi
-  20. At the traffic circle, take the 2nd exit onto Washington St  
295 ft
-  21. Turn right onto Bright Rd  
0.3 mi
-  22. Turn right onto Concord Ave  
112 ft
-  23. Turn left onto Baker St  
 Parts of this road are closed 7:00 – 9:00 AM  
0.3 mi
-  24. Turn right onto Hittinger St  
259 ft
-  25. Turn left onto Brighton St  
0.5 mi
-  26. Turn right onto Cross St  
0.3 mi
-  27. Turn right onto Lake St  
0.2 mi
-  28. Turn left to merge onto MA-2 W toward Lexington/Concord  
12.4 mi
-  29. Turn left onto Main St  
0.7 mi
-  30. Slight right onto Commonwealth Ave  
0.3 mi
-  31. Slight right to stay on Commonwealth Ave  
0.6 mi
-  32. At the traffic circle, take the 5th exit onto MA-111 N/MA-2 W  
2.3 mi

**Follow MA-2 W to Harvard St in Lancaster. Take exit 102 from MA-2 W**

15 min (15.7 mi)

-  33. Keep right to stay on MA-111 N/MA-2 W  
 Continue to follow MA-2 W  
15.6 mi
-  34. Take exit 102 for Harvard St toward Mechanic St  
0.1 mi



**Take White Pond Rd to McGovern Blvd**

7 min (2.0 mi)

 35. Turn left onto Harvard St

420 ft

 36. Slight right onto Mechanic St

0.4 mi

 37. Turn left onto White Pond Rd

1.0 mi

 38. Turn left

0.5 mi

 39. Turn right onto McGovern Blvd Destination will be on the right

0.0 mi

**New England Specialty Soils Screening Facility**

McGovern Blvd, Lancaster, MA 01523

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.





# CAPITAL GROUP

PROPERTIES

259 TURNPIKE ROAD SOUTHBOROUGH, MASSACHUSETTS 01772 [www.capitalgroupproperties.com](http://www.capitalgroupproperties.com)

1.3

After turning onto McGovern Boulevard continue straight down the road. The entrance to the site will be the road going up the hill.



## 1.4 Property Record Card





Situs : 0 WHITE POND RD

Map ID: 147/008.0-0000-0045.0

Map: 008.0 Block: 0000 Lot: 0045.0

Card: 1 of 1

Printed: April 21, 2022

CURRENT OWNER

702 LLC  
259 TURNPIKE RD SUITE 100  
SOUTHBOROUGH MA 01772

GENERAL INFORMATION

Tax Class	TAXABLE	Price	6660000	Road Type	Road Condition
NBHD	820.00	Sale Date	09-NOV-18	Traffic	INDIVID WELL
Class	390	Type	L	Water	SEPTIC
Calc'd Acres	378.95	Validity	V	Sewer	
Building Units		Grantor	NORTH LANCASTER LLC	Note 1	
Zoning		Book/Page	59673/28	Note 2	

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
11/09/2018	6660000	L	V	59673/28		NORTH LANCASTER LLC

Land Information

Seq	Type	Code	NBHD	Zone	Method	Sq Ft	Acres	Inf	Fact	Inf	%	Value	Sup?	Class	Acres Adj
1	R	390	820.00	A	15984342367.0							2,752,125	N	C	1
2	U	132	002.00	A	522720	12						12,000	N	R	1

Assessment Information

Assessed	Cost	Income	Market
Current Land	2,764,100	0	0
Current Building	215,300	0	0
Current Total	2,979,400	0	0
Current Net Assessment	2,979,400		
Prior Land	2,764,100		0
Prior Building	215,300		0
Prior Total	2,979,400	0	0
Prior Net Assessment	2,979,400		
Value Flag	1		
Gross Building		Base Date of value	Effective Date of value

Entrance Information

Date	ID	Entry Code	Source
------	----	------------	--------

Permits

Nun	Date	ID	Amount	Type	Description	% Complete	Open/Closed	Inspection	Completed	Fee
129	15-JUN-05	569715	27500	NC	INSTALE TRUCK SCALE	100		30-JUN-06		
128	15-JUN-05	569715	40000	NC	RE-BUILD BARN	100		30-JUN-05		





COMMERCIAL PROPERTY RECORD CARD 2022

LANCASTER

Situs : 0 WHITE POND RD

Parcel Id: 147/008.0-0000-0045.0

Class: VACANT LAND - ACCESSORY TO

Card: 1 of 1

Printed: April 21, 2022

Building Information		Building Cost Detail	
Year Built/Eff	/	Total Gross Building Area	
Building #:	/	Replace, Cost New Less Depr	
Structure Code:		Percent Complete	100
Story Height:		Number of Identical Units	
Story Height:		Final Building Value	
Bldg Class:		Value per SF	
Bldg Cost:			
Grade:			
Identical Units:			
Total Units:			
Improvement Name:			

Interior/Exterior Information			
Line	Use Type	Level From - To	Area Cost Value

Interior/Exterior Valuation Detail			
Line	Area	Use Type	%Good %Complete Use Value/RCNLD
Total:			

Property Photos

Outbuilding Data						
Line	Descr	YrBlt	Type	Meas1	Meas2	Qty Area Gra Con Value
1	Horse Barn	2005	S	2048	1	1 2048 C 5 49730
2	Srvc Booth	2005	S	256	1	1 256 C 5 45980
3	Srvc Booth	2005	S	706	1	1 706 C 5 119630
Total:						215,340





COMMERCIAL PROPERTY RECORD CARD

2022

LANCASTER

Printed: April 21, 2022

Situs : 0 WHITE POND RD

Parcel Id: 147/008.0-0000-0045.0

Class: VACANT LAND - ACCESSORY TO

Card: 1 of 1

Income Detail

Line #	Use	Unit of Meas	Model	Area/Units	Inc Rate	Ovr Inc Code	Ovr Inc Rate	PGI	Vac Model %	Ovr Vac Code	Ovr Vac Rate	Eff Gross Inc	Ovr EGI	Exp Model %	Ovr Exp Code	Ovr Exp Rate	Tot Exp	NOI	Ovr NOI	Cap Rate	Inc Val
--------	-----	--------------	-------	------------	----------	--------------	--------------	-----	-------------	--------------	--------------	---------------	---------	-------------	--------------	--------------	---------	-----	---------	----------	---------

Income Summary

Net Operation Income  
Capitalization Rate  
Sub total  
Excess Total  
Final Income Value

Income Notes

Commercial Building Notes

Building Other Features

Line	Type	+ / -	Meas1	Meas2	#Stops	Ident	Units	Price
------	------	-------	-------	-------	--------	-------	-------	-------

TOTAL:



## 2.1 Existing Conditions Plan











[illegible][illegible]

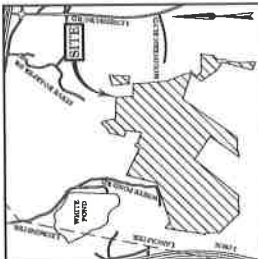
**GERRY L. HOLDRIGHT, PLS**

[illegible]

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 105–112

1



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NUMBER	WASTE TYPE	COLLOR	NOTES
WQ 001-001A	GROUNDWATER MONITORING	BLUE	
WQ 001-001B	GROUNDWATER MONITORING	BLUE	
WQ 001-001C	GROUNDWATER MONITORING	BLUE	
WQ 001-001D	GROUNDWATER MONITORING	BLUE	

RESEARCH AND ANALYSIS: BY INADVISABLE



RECEIVED		CONTROL POINT		DATE		DATE	
11/15/14		A MANUFACTURER INC.		11/15/14		11/15/14	
1155-146		10000 W. 10TH AVE. SUITE 100		1155-146		1155-146	
1155-146		DENVER, CO 80202		1155-146		1155-146	
1155-146		(303) 751-1000		1155-146		1155-146	
1155-146		WWW.CONTROLPOINTMFG.COM		1155-146		1155-146	
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THIS IS TO CERTIFY THAT THIS PASS HAS BEEN ISSUED IN ACCORDANCE WITH THE RULES GOVERNING THE PASSING OF THE HEALTHY AND WELFARE OF THE PEOPLE OF THE UNITED STATES OF AMERICA. THIS PASS IS NOT VALID UNLESS IT IS ACCOMPANIED BY A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL.

1-2-19  
DOE

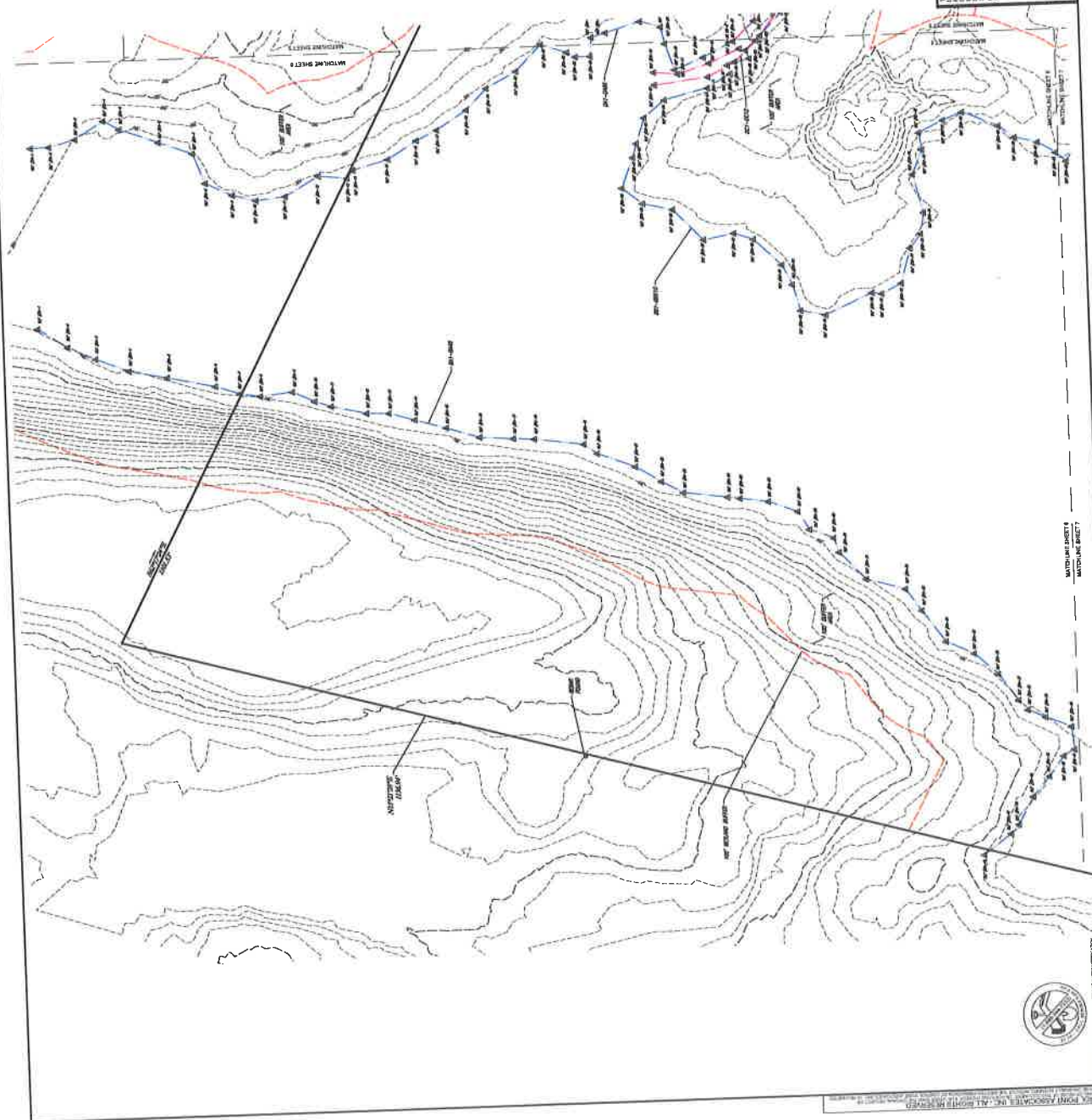
GERRY L. HOLDRIGHT, PLS  
UNSUBMITTED WORKS: 100,000,000, BUT NOT 100,000,000,000

**GERRY L. HOLDRIGHT, PLS**









- 1 THE AGREEMENT MAY OF LANDS/HERSHEY COUNTY, PARTIES 8, 13, 14, 1
- 2 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 2
- 3 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 3
- 4 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 4
- 5 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 5
- 6 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 6
- 7 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 7
- 8 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 8
- 9 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 9
- 10 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 10
- 11 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 11
- 12 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 12
- 13 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 13
- 14 MAY PARTIES INITIALS AND SIGNATURES IN GRAMER, JAMES L. LOUISIANA, 14

[illegible]

GRAPHIC SCALE  
0 25 50 100  
(100 FEET)  
1:50,000

[illegible]

WE IS TO CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE NATIONAL ASSOCIATION OF REALTORS. NO BROKERAGE OR OTHER INTERESTS ARE INVOLVED IN THE PREPARATION OF THIS PLAN. THE PLAN IS NOT A CONTRACT AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE. THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN. THE PLAN IS NOT A CONTRACT AND DOES NOT CONSTITUTE AN OFFER OF INSURANCE. THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN.

TELEPHONE	 <b>CONTROL POINT ASSOCIATES, INC.</b> 3000 WILSON ROAD SUITE 100 HOUSTON, TEXAS 77058 (713) 261-1000		
FAX	(713) 261-1001		
TELETYPE	(713) 261-1002		
TELEFAX	(713) 261-1003		
TELEFAX	(713) 261-1004		
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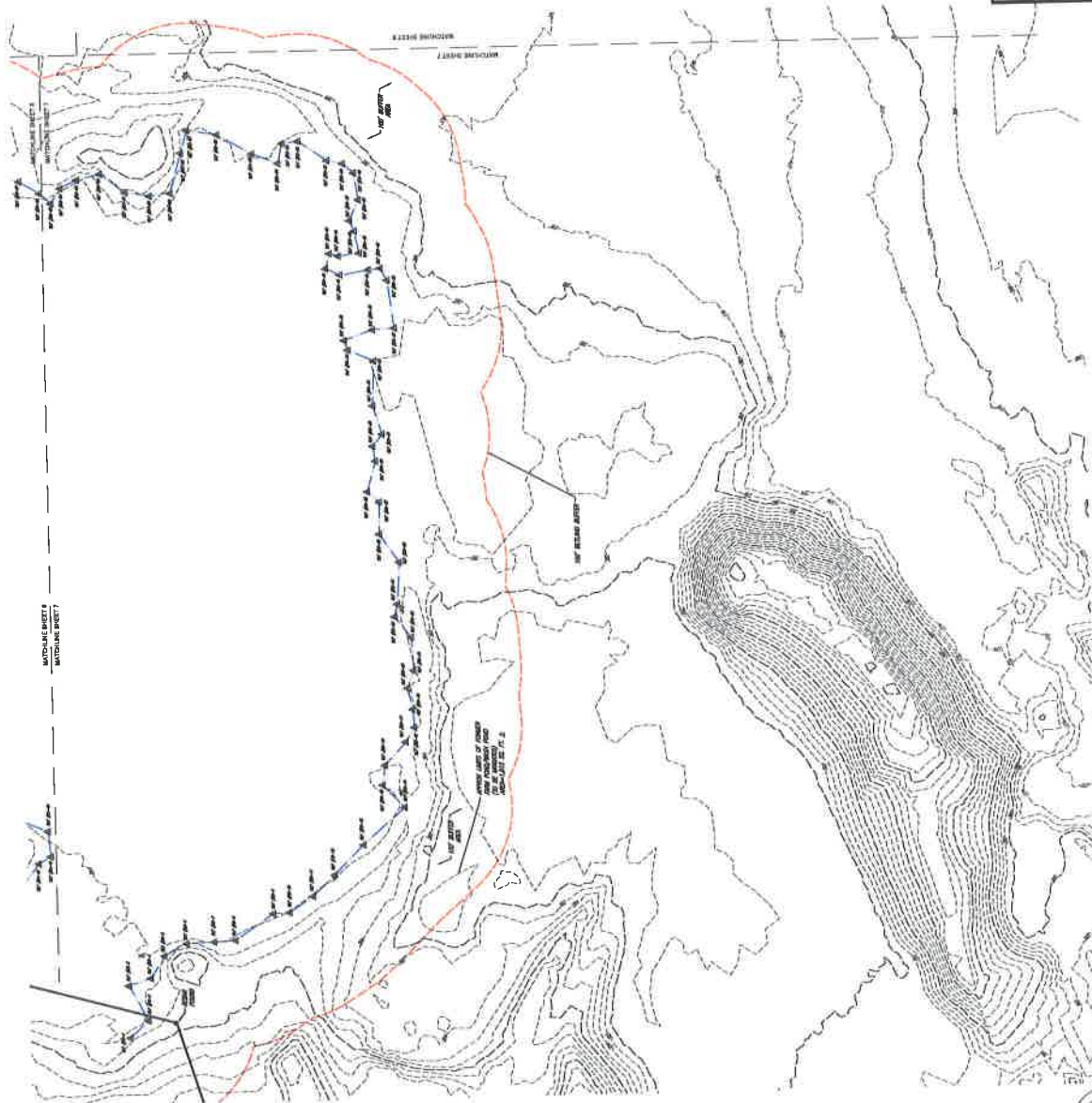
CERRY L. HOLDRIGHT, PLS

WATCHLINE SHEET

WATCHLINE (PAGE 1)

ing could neutralize the 100 million, but it's highly unlikely. The only way to get rid of the virus is by killing the animal or by vaccinating it. The only way to get rid of the virus is by killing the animal or by vaccinating it.



[illegible]

NUMBER	MATERIAL TYPE	QUANTITY	UNIT PRICE
1	100% COTTON	100	1.00
2	100% COTTON	100	1.00
3	100% COTTON	100	1.00
4	100% COTTON	100	1.00
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84	100% COTTON	100	1.00
85	100% COTTON	100	1.00
86	100% COTTON	100	1.00
87	100% COTTON	100	1.00

GRAPHIC SCALE  
(IN FEET)

SEE SUBJECT 1 OF 20 FOR OVERALL BOUNDARY & NOTES

[illegible]

IT WAS TO CERTIFY THAT THIS PLAN HAD BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE COMMISSIONER OF REVENUE AND LAND REVENUE OFFICES ARE BEING REPEATED AND THESE BROWNS ARE EXCLUDED FROM THE PROPERTY BEING CHANGED OF OWNERSHIP AND THAT THE NEW OWNERS ARE NOTIFICATION OF EXISTING OWNERSHIP ON THE NEW MAPS ARE

PLAN.

A VALUATION DOCUMENT HAS BEEN SUBMITTED.

THE PLAN HAS BEEN STARTED WITH A BLUE LINE THE

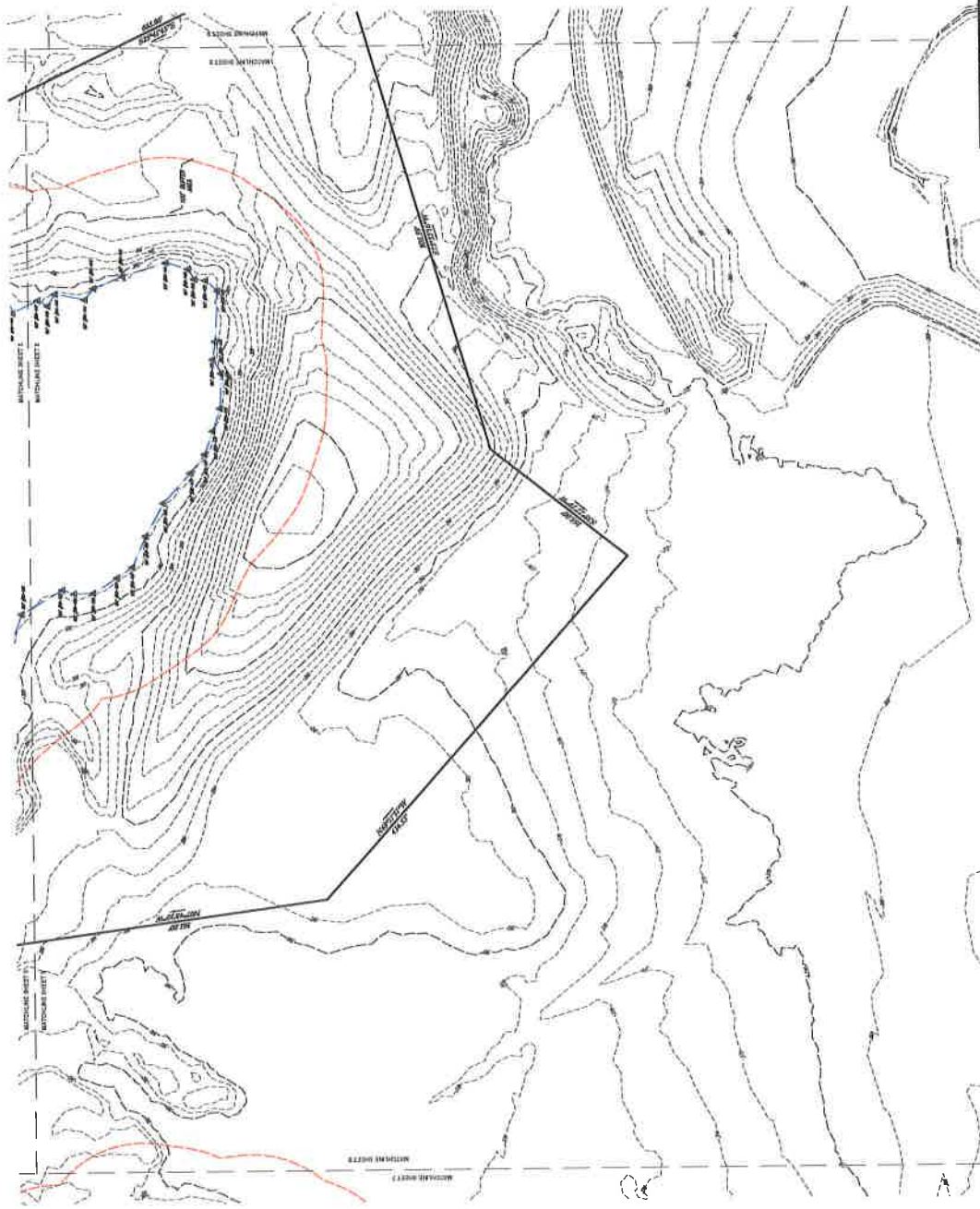
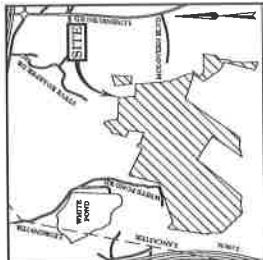
**CAPITAL GROUP PROPERTIES**  
 1000 WASHINGTON STREET  
 BOSTON, MA 02111  
 TEL: 617-552-1100  
 FAX: 617-552-1101  
 WWW.CGP.COM

**CONTROL POINT ASSOCIATES, INC.**  
REGISTRATION AND DESIGN

[illegible]

APPROVED	DATE	TIME	PAGE
GLH	8-28-18	1:50	7 OF 20





REFERENCES

1. THE TOWN ENGINEER'S MAP OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000.
2. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
3. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
4. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
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7. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
8. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
9. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
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12. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
13. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.
14. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, SHEET NO. 1, 1:25,000, PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.

NO.	DESCRIPTION	DATE	BY
1	PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.	1/1/11	TOWN ENGINEER
2	REVISION		

SEE SHEET 1 OF 2 FOR OVERALL BOUNDARY & NOTES

NO.	DESCRIPTION	DATE	BY
1	PREPARED BY THE TOWN ENGINEER, LANCASTER, MASSACHUSETTS, JANUARY 1, 1911.	1/1/11	TOWN ENGINEER
2	REVISION		



GERRY L. HOLDRIE, PLS.  
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR

GRAPHIC SCALE



GERRY L. HOLDRIE, PLS.  
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR





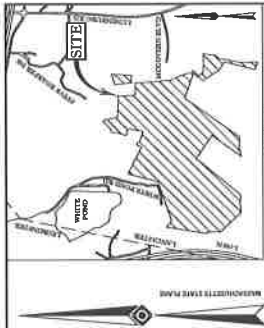












### LOCUS MAP

- [illegible]

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SEE SHEET 1 OF 20 FOR OVERALL BOUNDARY &amp; NOTES

(1 IN FEET),  $R_c$   
inch = 50 ft.

1	WATER TREATMENT PLANT	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1
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[illegible]

GERRY L. HOLDRIGHT, PLS

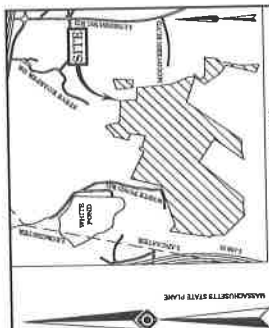
DATE \_\_\_\_\_

ABSTRACTED NOTICE OF HERITAGE AREA DESIGNATION  
CAPITAL GROUP PROPERTIES  
NICHOLSON COLLEGE  
MAP 6, LOTTS 28C, 22 & 45, MAP 4, LOTTS 2, 5 & 6A  
MAP 13, LOTTS 28C, 22 & 45, MAP 4, LOTTS 1, 2, 3, 3A, 3B, 4B, 9D, 11A  
12 & 13, PARCELS 6-2-28, PARCEL 8-4  
TOWN OF LAUREL, WORCESTER COUNTY

MANHATTAN, NY 10019-1111  
 MT. LAKE, NJ 07041-2000  
 CONTROL POINT ASSOCIATES, INC.  
 800-451-2828

REVIEWED	APPROVED	DATE	SCALE	FILE NO	DRWG NO
G.L.H	G.L.H	8-29-88	1"-50'	03-180132	12 OF 20



[illegible][illegible]

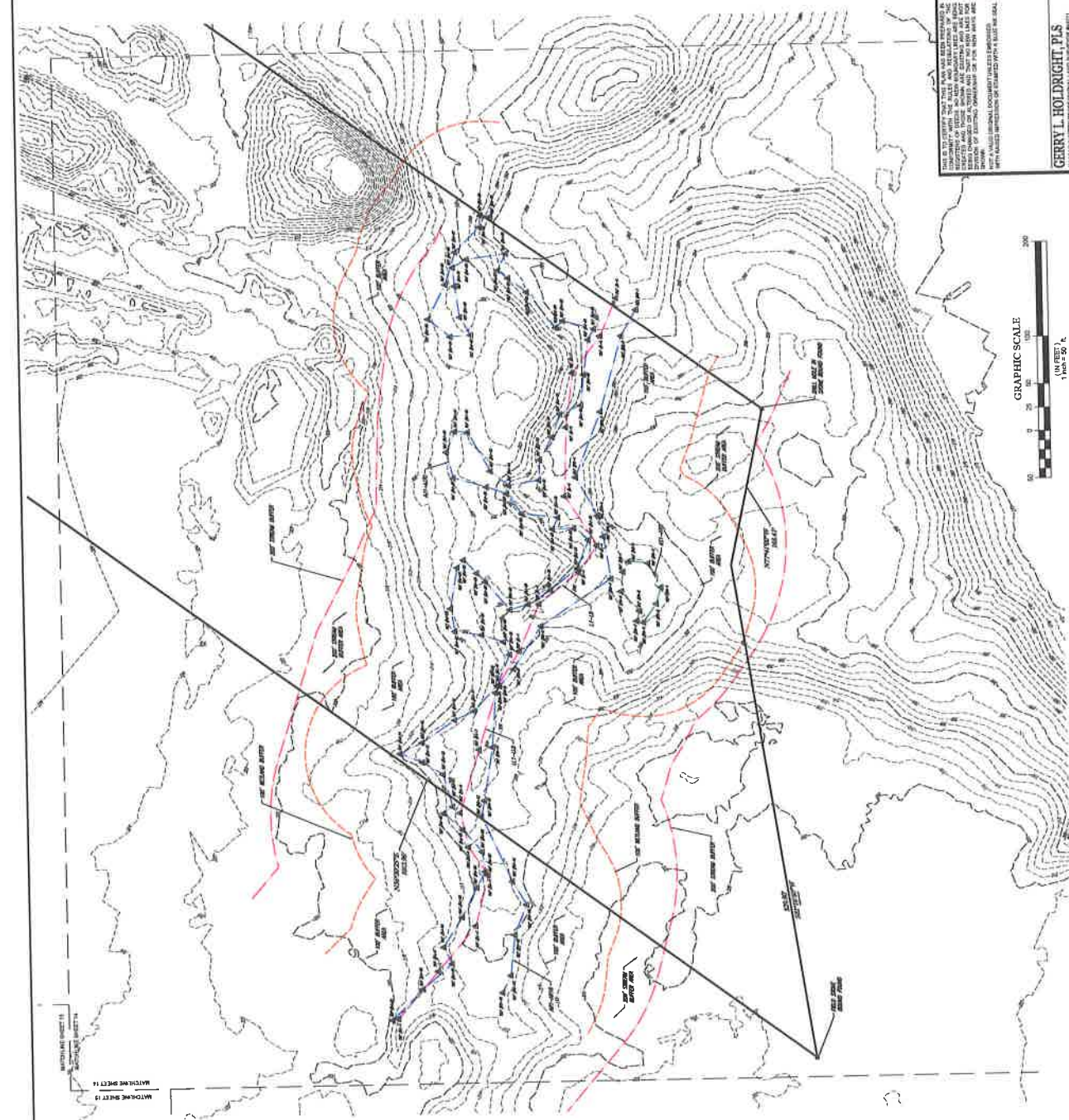
SEE SHEET 1 OF 20 FOR OVERALL BOUNDARY &amp; NOTES



	2014	2015	2016
1. <i>Spotted Owl</i> ( <i>Nyctalex</i> )	1	1	1
2. <i>Spotted Owl</i> ( <i>Nyctalex</i> )	1	1	1
3. <i>Spotted Owl</i> ( <i>Nyctalex</i> )	1	1	1
4. <i>Spotted Owl</i> ( <i>Nyctalex</i> )	1	1	1

[illegible]



[illegible][illegible]

SEE SHEET 1 OF 20 FOR OVERALL BOUNDARY &amp; NOTES

[illegible]

GERRY L. HOLDRIGHT, PLS  
1-2-19 DATE

THE COMMERCIALITY OF MANUFACTURES REQUIRES MODIFICATION OF EXISTING LEGISLATION. THE LAW REQUIRES MODIFICATION TO BRING THE TARIFF'S EFFECTS INTO THE CONFORMITY OF THE COMMERCIALITY OF MANUFACTURES.



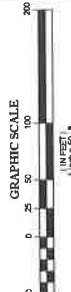
**LOCAL MAP**  
KINGDOM OF SWAZILAND

[illegible]

- [illegible]

ITEMS	NOTES	DATE
1. All items	1. All items	1. All items
2. All items	2. All items	2. All items
3. All items	3. All items	3. All items
4. All items	4. All items	4. All items

SEE SHEET 1 OF 20 FOR OVERALL BOUNDARY &amp; NOTES



IN FEET

	1990-1991	1991-1992	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262
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NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED  
WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

**GERRYL HOLDRIGHT, PLS.**

1

APIT AL GROUP PROPERTIES

MAP 9, LOTS 2, 5 & 8A

112 PARCEL B-2 & PARCEL B-4  
TOWN OF LANCASTER, WORCESTER COUNTY

## CONTROL POINT

**ASSOCIATED, INC.**  
150 FURNACE ST.  
NEWTON, MA 02459  
TEL: 617/552-1100 FAX: 617/552-1101

[illegible]

LH	8-28-8	1-50	03-80	32	15	05	20
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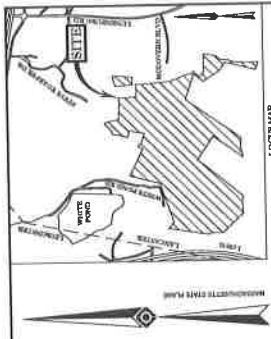
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LANCASTER MAP  
OWNED BY THE TOWN OF LANCASTER

### REFERENCES

1. THE TOWN OF LANCASTER, MASSACHUSETTS, MAP 1, 1840.
2. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, PREPARED BY THE TOWN OF LANCASTER, 1840.
3. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, PREPARED BY THE TOWN OF LANCASTER, 1840.
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15. MAP OF THE TOWN OF LANCASTER, MASSACHUSETTS, PREPARED BY THE TOWN OF LANCASTER, 1840.

DATE	BY	FOR
1840	THE TOWN OF LANCASTER	THE TOWN OF LANCASTER
1840	THE TOWN OF LANCASTER	THE TOWN OF LANCASTER
1840	THE TOWN OF LANCASTER	THE TOWN OF LANCASTER

SEE SHEET 1 OF 2 FOR OVERALL BOUNDARY & NOTES

**PREPARED BY:** GERRY L. HOLDRIGHT, PLS.  
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR

**DATE:** 10-15-13

**PROJECT:** 15-10132

**SCALE:** 1" = 50'

**DATE:** 10-15-13

**PROJECT:** 15-10132

**SCALE:** 1" = 50'

**DATE:** 10-15-13

**PROJECT:** 15-10132

**SCALE:** 1" = 50'

**CONTROL POINT**

**DATE:** 10-15-13

**PROJECT:** 15-10132

**SCALE:** 1" = 50'

**DATE:** 10-15-13

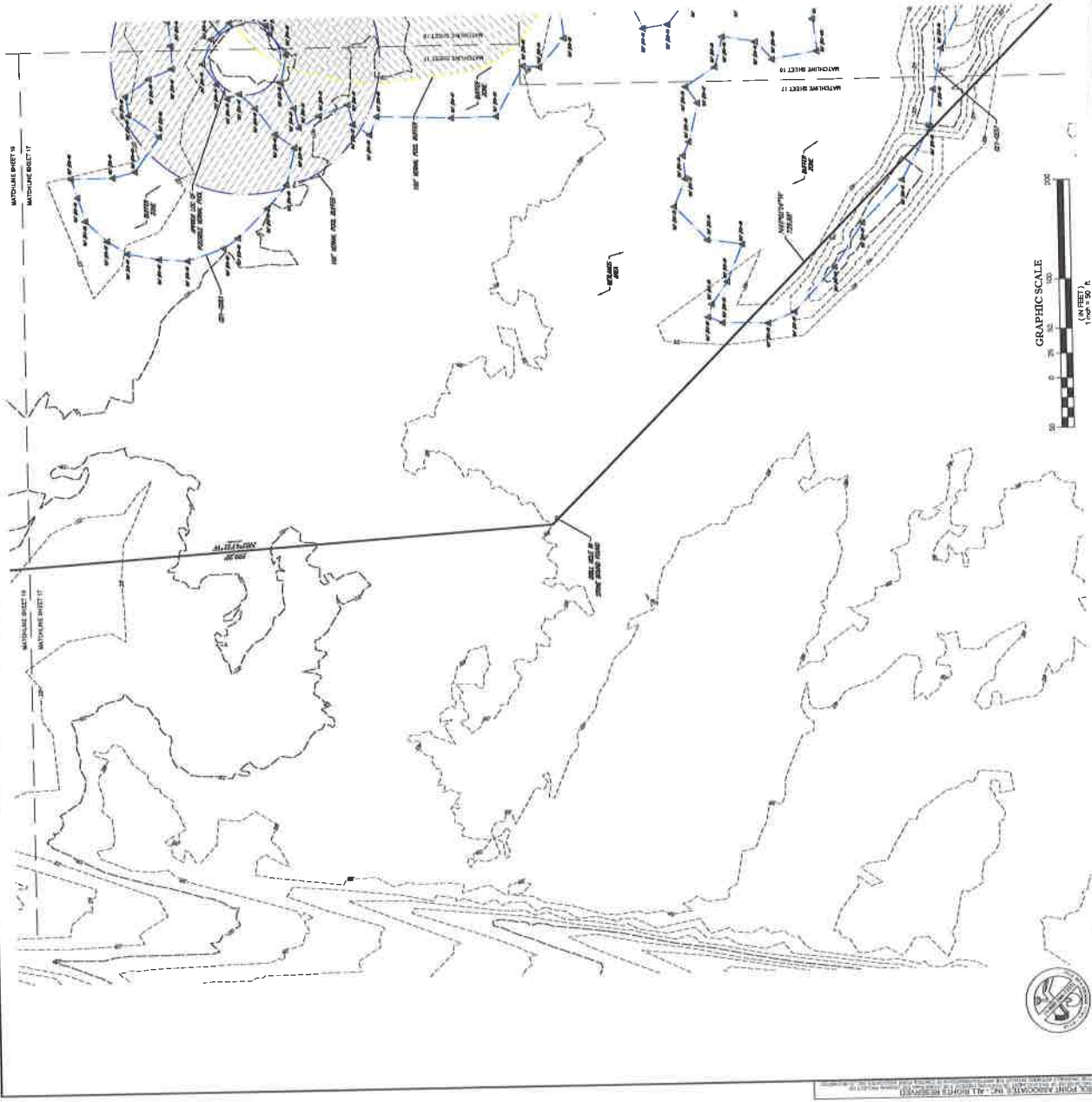
**PROJECT:** 15-10132

**SCALE:** 1" = 50'

**DATE:** 10-15-13

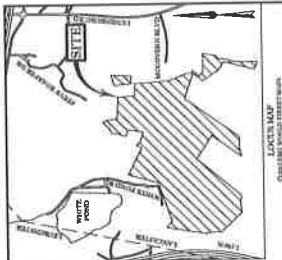
**PROJECT:** 15-10132

**SCALE:** 1" = 50'



GERRY L. HOLDRIGHT, PLS.  
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR





MASSACHUSETTS STATE MAP  
LOCATED MAP  
CHARTERED TOWN OF WORCESTER

# REFERENCES

1. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 1, 1:10,000
2. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 2, 1:10,000
3. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 3, 1:10,000
4. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 4, 1:10,000
5. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 5, 1:10,000
6. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 6, 1:10,000
7. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 7, 1:10,000
8. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 8, 1:10,000
9. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 9, 1:10,000
10. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 10, 1:10,000
11. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 11, 1:10,000
12. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 12, 1:10,000
13. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 13, 1:10,000
14. THE LAMBERT MAP OF MASSACHUSETTS, WORCESTER COUNTY, SHEET NO. 14, 1:10,000

NO.	DESCRIPTION	DATE	BY
1	REVISION	10/1/18	J.L.H.
2	REVISION	10/1/18	J.L.H.
3	REVISION	10/1/18	J.L.H.
4	REVISION	10/1/18	J.L.H.
5	REVISION	10/1/18	J.L.H.
6	REVISION	10/1/18	J.L.H.
7	REVISION	10/1/18	J.L.H.
8	REVISION	10/1/18	J.L.H.
9	REVISION	10/1/18	J.L.H.
10	REVISION	10/1/18	J.L.H.
11	REVISION	10/1/18	J.L.H.
12	REVISION	10/1/18	J.L.H.
13	REVISION	10/1/18	J.L.H.
14	REVISION	10/1/18	J.L.H.

SEE SHEET 1 OF 20 FOR OVERALL BOUNDARY & NOTES

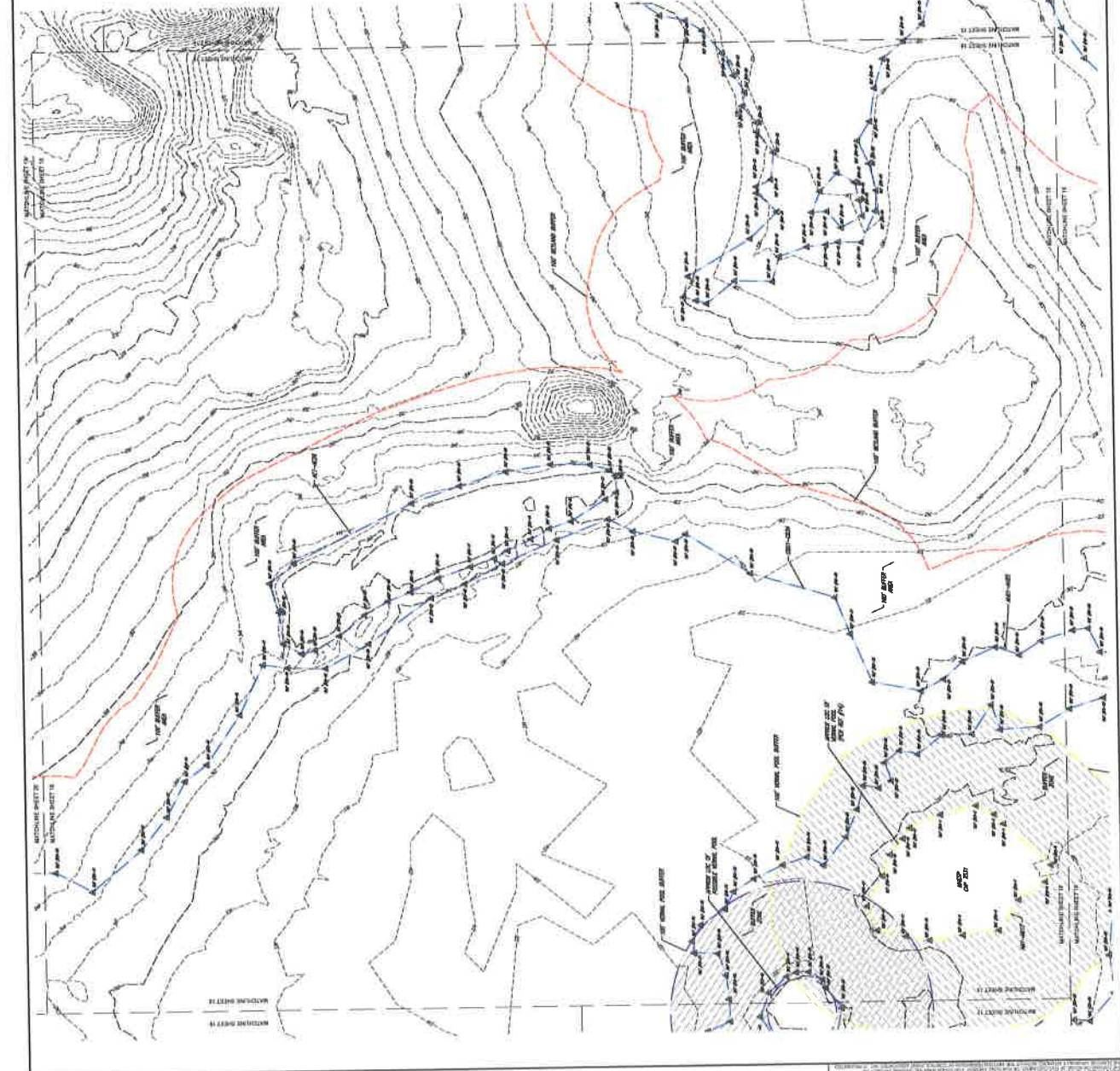


DATE: 10/1/18  
BY: J.L.H.

GERRY L. HOLDRIGHT, PLS.  
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR

CAPITAL GROUP PROPERTIES	
NO.	DESCRIPTION
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION
11	REVISION
12	REVISION
13	REVISION
14	REVISION

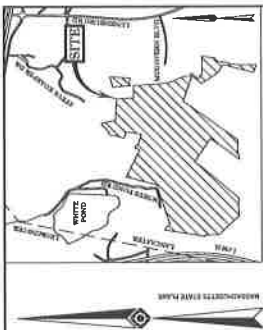
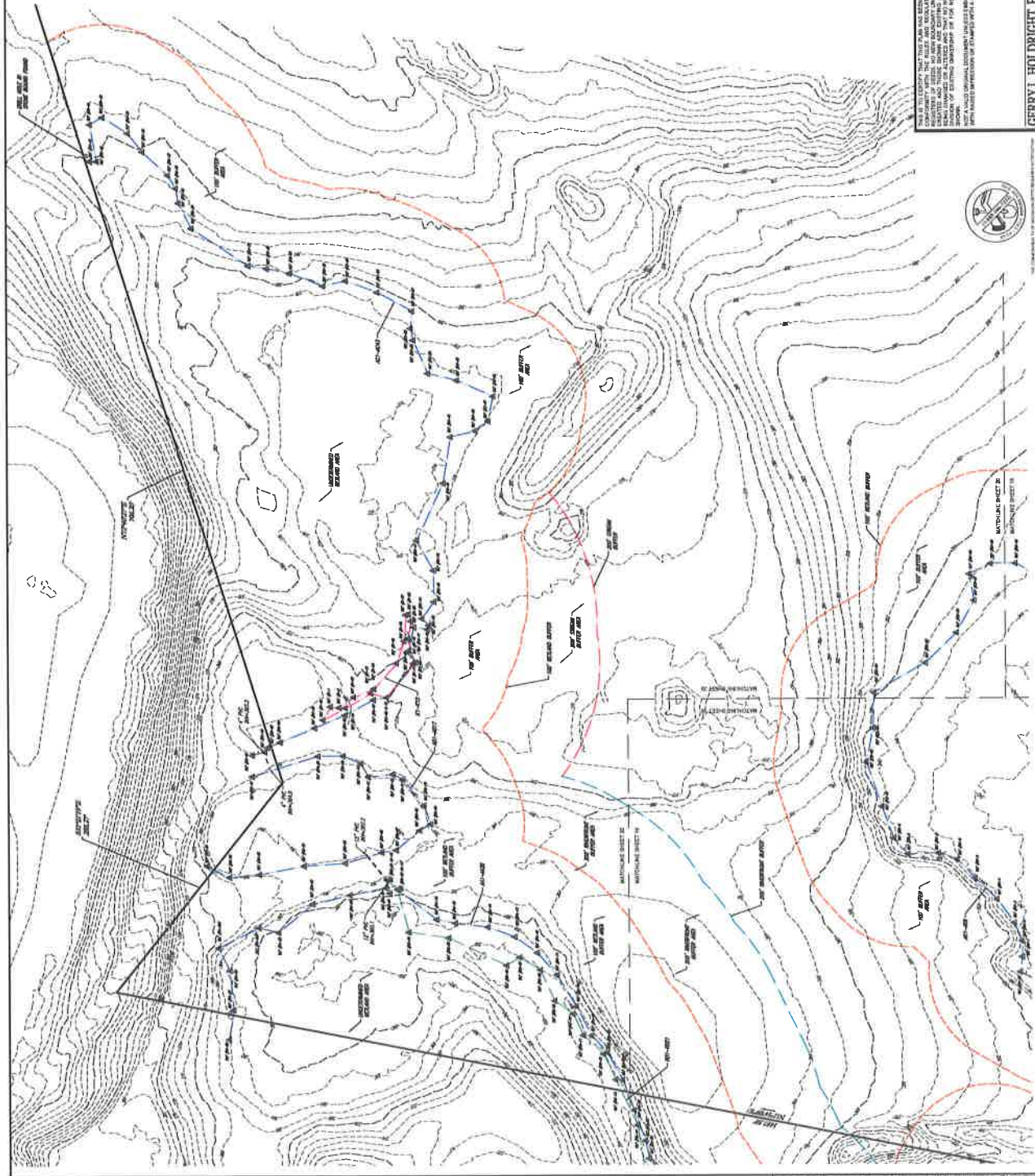
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR











LOCUS MAP

REFERENCE:

1. THE LANCASTER MAP OF MASSACHUSETTS, COMPILED BY THE MASSACHUSETTS GEOGRAPHICAL BOARD, DATED JULY 1, 1911.
2. THE LANCASTER MAP OF MASSACHUSETTS, COMPILED BY THE MASSACHUSETTS GEOGRAPHICAL BOARD, DATED JULY 1, 1911.
3. THE LANCASTER MAP OF MASSACHUSETTS, COMPILED BY THE MASSACHUSETTS GEOGRAPHICAL BOARD, DATED JULY 1, 1911.
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14. THE LANCASTER MAP OF MASSACHUSETTS, COMPILED BY THE MASSACHUSETTS GEOGRAPHICAL BOARD, DATED JULY 1, 1911.

NO.	DESCRIPTION	DATE	BY
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11	REVISION	10/1/11	XXX
12	REVISION	10/1/11	XXX
13	REVISION	10/1/11	XXX
14	REVISION	10/1/11	XXX



NO.	DESCRIPTION	DATE	BY
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12	REVISION	10/1/11	XXX
13	REVISION	10/1/11	XXX
14	REVISION	10/1/11	XXX



**GERRY L. HOLDRIGHT, PLS**  
SURVEYOR GENERAL  
1000 STATE STREET, SUITE 200  
CAMBRIDGE, MASSACHUSETTS 02142  
TEL: 617-552-1234  
FAX: 617-552-1234  
E-MAIL: gerry@holdright.com



## 2.2 Aerial Photographs





INSTRUMENT: CB-01  
ORD. DATE: 03/09/2021



## 2.3 Site/Context Photographs

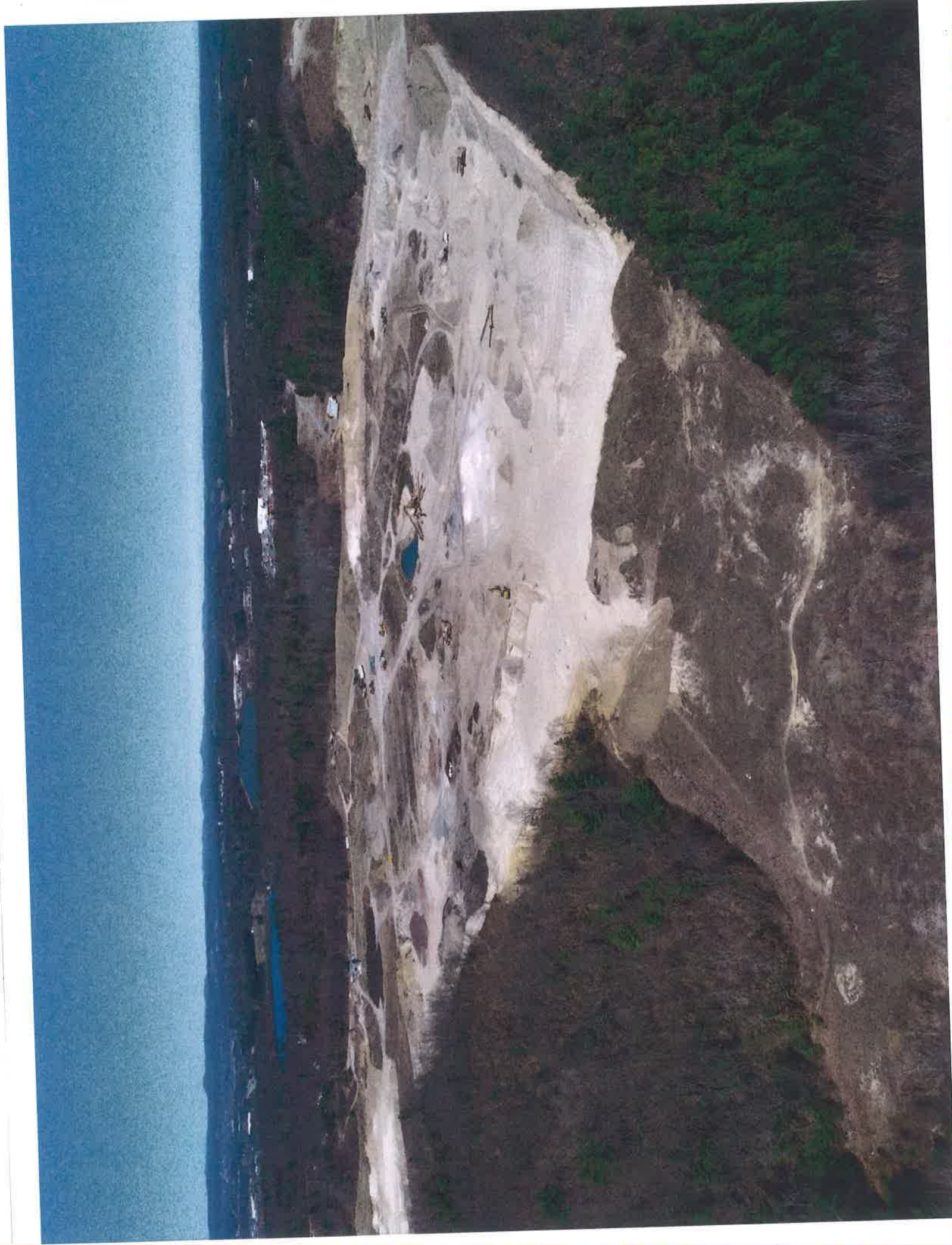




















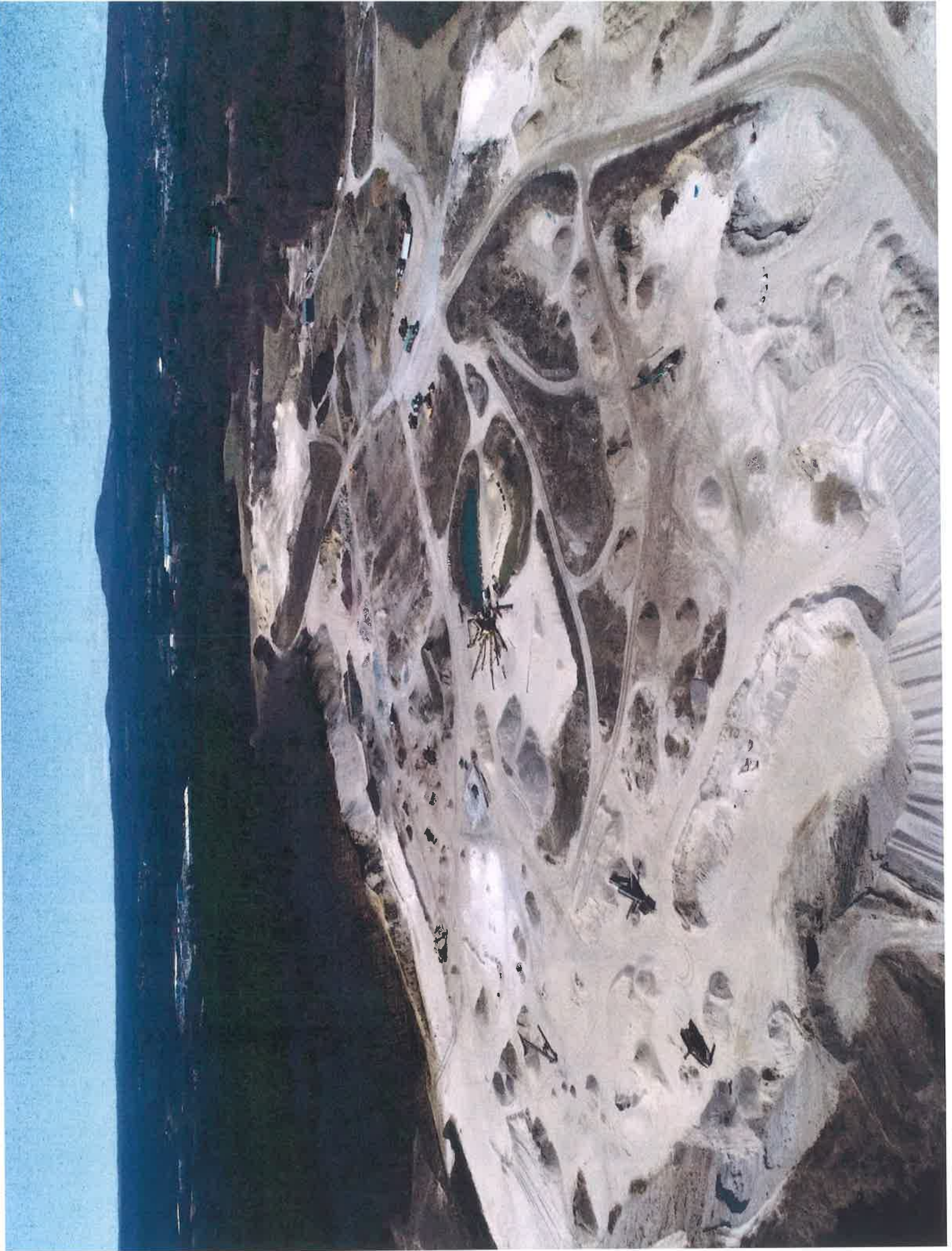














## 2.4 Documentation Regarding Site Characteristics/Constraints



January 9, 2019

Attn: David Koonce, Conservation Agent  
Lancaster Conservation Commission  
Prescott Building  
701 Main Street, Suite 4  
Lower Level  
Lancaster, MA 01523

33 Waldo Street  
Worcester, MA 01608

Tel: 508-792-4500  
800-288-8123

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

**RE: McGovern Boulevard ANRAD Peer Review**

Dear Mr. Koonce and Members of the Commission:

BSC Group, Inc. (BSC) is pleased to submit this wetland resources peer review report on the McGovern Boulevard Abbreviated Notice of Resource Area Delineation (ANRAD). Dan Ruiz of Capital Group Properties, LLC is the Applicant. Arthur Allen of Ecotec, Inc. is the Applicant's representative and has flagged Bordering Vegetated Wetlands (BVW) and Inland Bank on the 347-acre property<sup>1</sup> associated with an existing gravel pit. EcoTec, Inc. has provided a site plan titled "McGovern Boulevard...Town of Lancaster, Worcester County, Commonwealth of Massachusetts," dated 8/29/2018 (Site Plans, *last updated 1/2/2019*).

The purpose of this assessment is to evaluate project compliance with the Massachusetts Wetlands Protection Act (M.G.L. c. 131, s. 40) (WPA) and associated regulations (310 CMR 10.00 et al.) (WPA regulations) and the Town of Lancaster Wetland Bylaw (Bylaw). The delineation of Bordering Vegetated Wetlands (BVW) was evaluated according to the MA Department of Environmental Protection "Handbook for Delineating Bordering Vegetated Wetlands Under the MA Wetlands Protection Act". Regulated resource areas on the subject property include BVW and associated Buffer Zones, Inland Bank and associated Buffer Zones, Land Under Water, ponds (as defined in the Bylaw), vernal pools with associated local 100-foot boundary extension from Mean Annual High Water<sup>2</sup>, and Bordering Land Subject to Flooding (FEMA-mapped 100-year floodplain) with local 100-foot Buffer Zone to floodplain boundaries. It should be noted that the Applicant has decided not to request review of Bordering Land Subject to Flooding under this ANRAD, and consequently has not included this resource area and associated local Buffer Zone<sup>3</sup> on the Site Plans. BSC has not conducted a peer review for this resource area.

- 
- 1 Map 8, Lots 39C & 45; Map 9, Lots 2, 5, & 8A; Map 13, Lots 2, 3, 4, 7, & 8; Map 14, Lots 1, 2, 3, 3A, 3B, 8B, 9D, 11A, 12, & 13, Parcel B-2 & Parcel B-4. Town of Lancaster.
  - 2 Town of Lancaster Bylaws §215-3. The definition of a vernal pool is described as: *"the boundary of the resource area for vernal pools shall be 100 feet outward from the mean annual high-water line defining the depression, but shall not include existing lawns, gardens, landscaped or developed areas."*
  - 3 Town of Lancaster Bylaws §215-3. The definition of a Buffer Zone is defined as: *"Includes twenty-five-foot no-build or no-alteration area surrounding any type of wetland or vernal pool. It shall also include all lands within 100 feet of a wetland or floodplain resource area, and within 200 feet of a riverfront area, whether perennial or intermittent."* For the purposes of this ANRAD, 25-foot local Buffer Zones are not depicted.

**Engineers**

**Environmental  
Scientists**

**Custom Software  
Developers**

**Landscape  
Architects**

**Planners**

**Surveyors**





## 1.0 Property Site Visits

Regulated resources were assessed according to definitions in the Bylaw and in the state WPA regulations. On October 24, 26, and 28, 2018 BSC conducted site visits at the property to review all flagged, regulated wetland resource area boundaries. On Tuesday, October 30, BSC conducted a site visit at the project site with Arthur Allen of EcoTec to review select areas including areas of proposed boundary shifts or areas where wetland boundary lines needed to be extended to the property boundary. Note that wetland boundaries were assessed based on present-day conditions, however further review may be necessary based on an assessment of site history of permits or authorizations, upon request of the Conservation Commission. It is recommended that documentation of the status of the site be reviewed to confirm that site activities such as grading, forestry, agriculture, stockpiling, road construction, culvert installation/replacement, etc., were conducted in accordance with the State and local regulations.

## 2.0 Property Site Review Comments

BSC provides the following wetland resources peer review comments, based on review of the property's Abbreviated Notice of Resource Area Delineation and associated attachments submitted on September 6, 2018 and the site visits. Updated Site Plans were provided on 1/2/2019 and were reviewed for consistency with the recommended changes or adjustments discussed in this section. If a recommendation is not reflected on the provided Site Plans, it is noted as such. All flag adjustments and extensions that were recommended by BSC were confirmed to be accurately represented on the updated Site Plans (dated 1/2/2019).

### Flag Adjustments

Below is a list of adjustments or changes that BSC recommended, and that EcoTec concurred with during the site visit on October 30, 2018 and are reflected in the updated Site Plans.

Flag Series	Flags Revised, Omitted, or Added	Change
AA	Omit <i>Flag AA-24</i> and revised <i>Flags AA-23R and 25R</i>	Shift wetland line upslope
AD	Connect <i>Flag AD-46 to AD-53</i> as upland exclusion area and connect <i>Flag 45</i> to new <i>Flag 45A to Flag 54</i>	Wetland line adjustment
AO	Revised <i>Flags AO-8R, AO-9R, AO-10R;</i> omit <i>Flags AO-8 through 12.</i>	Shift wetland line upslope
AO	Revised <i>Flag AO-17R</i>	Shift wetland line upslope
AP	Wetland <i>Flag AP-4</i> to connect to culvert on site plans	Wetland line connected to culvert.
BA	Omit <i>Flag BA-47</i>	Shift wetland line upslope
BC	Revised <i>Flag BC-7R</i> and omit <i>Flags BC-8 and 9</i>	Shift wetland line upslope
BD	Revised <i>Flags BD-117 R &amp; 118R</i>	Shift wetland line upslope
BE	Added <i>Flags BE-76A, B, C, D, E, F, &amp; G</i>	Added groundwater seep wetland area draining between BE-76 and 77





Flag Series	Flags Revised, Omitted, or Added	Change
CE	Revised <i>Flags CE-42R and 43R</i> ; omit <i>CE-44 and 36</i>	Shift wetland lines upslope
DD	Omit <i>Flags DD-13 through 19</i>	Shift wetland line upslope

### ➤ Flag Extensions

BSC recommended that all flag series be continued to the property boundary. These flag extensions are accurately represented on the updated Site Plans (*dated 1/2/2019*).

Extensions from Flag:	Flags Added
AA-26	<i>Flags AA-26 through 28</i>
AD-87	<i>Flags AD 88 &amp; 89</i>
AF-1	<i>Flags AF-1A, 1B, &amp; 1C</i>
AH-1	<i>Flags AH 1A &amp; 1B</i>
BB-209	<i>Flags BB-210 through 214</i>
BD-1	<i>Flags BD 1A &amp; 2A</i>
BE-1	<i>Flags 1A, 1B, &amp; 1C</i>
CA-1	<i>Flag CA 1A</i>
CC-1	<i>Flags CC 1A, 1B, &amp; 1C</i>
DD-1	<i>Flags DD-1A, 2A, &amp; 3A</i>

### ➤ Site Plans

The following lists include comments and clarifications of map depictions on the original Site Plans are (*dated 8/29/2018*) and how they were addressed on the updated Site Plans (*dated 1/2/2019*).

#### Notes:

- Flags AK-1 through AK-9 represent edge of fill in vicinity of MassDEP wetland change (Poly ID *WC3A-147-8*). These are not depicted differently on Site Plans, but were discussed in the field;
- Stormwater basins or settling ponds are also present on site but not depicted on Site Plans. Based on a review of aerial imagery, they all appear to be constructed after 2001 and are therefore not regulated as wetlands; and,

The following requested changes were confirmed to be reflected in the updated Site Plans (*dated 1/2/2019*):

- The 100-foot Buffer Zones (local and State) were labeled as 'Wetland Area' in multiple locations. These labels were omitted and replaced with buffer zone labels, as appropriate for the resource area represented;
- A random line was removed that did not represent any feature near DA-58 on Pages 1 & 2 of Site Plans;
- Culvert locations were added to Site Plans;
- Per the request of the Commission, delineated boundaries and buffer zones are now color-coded;
- Per the request of the Commission, locally jurisdictional 100-foot buffer to the Vernal Pool Mean Annual High Water (MAHW) line is now depicted with hash mark fill





symbology. This extended Vernal Pool footprint was applied to the delineated AM series [Certified Vernal Pool (CVP No. 7531)] and for a desktop-estimated vernal pool bounded by the wetland CD series flags 435-446. The estimated vernal pool is a new addition to the site Plans and does not represent field delineated MAHW;

- Local and State 200-foot Riverfront Area are now depicted for all perennial *and* intermittent stream channels (notably streams RB, N, M, L/LL). Additionally, locally jurisdictional 200-foot Buffer Zones to the banks of intermittent streams are now labelled as “Stream Buffer” instead of “Riverfront Area;” and,
- 100-foot Buffer Zones are now only depicted on one side of the delineated line;
- East of stream ‘N,’ north of wetland ‘AC,’ and northwest of stream ‘RB’ wetlands and uplands were present, but not delineated or labelled as such. These areas are now labelled on Site Plans as “Undetermined Wetland Area” to indicate that, for permitting purposes, it can be assumed that wetland area extends to the property boundary and that uplands were not delineated out of these areas.
- BSC noted that the FEMA-mapped 100-year floodplain was not included in the 11/27/18 version of the Site Plans (Revision 2), nor was the associated local 100-foot Buffer Zone to the floodplain depicted. To reflect the removal of the floodplain boundaries, Note 5 was re-worded to make it clear that floodplains are not visually depicted, but are present within the areas reviewed as part of this ANRAD.

### 3.0 Desktop Review Comments

In addition to a site review, BSC reviewed the ANRAD (including Site Plans) and reviewed available online imagery from Google Earth™<sup>4</sup>. This preliminary desktop review is supplemented by field observations. Below are comments on this preliminary assessment, however further review of site history, prior authorizations and permits, and site assessments may be necessary to have a complete understanding of the wetland boundaries jurisdictional under the WPA and Bylaw. Boundaries delineated by EcoTec and verified in the field BSC reflect the present-day conditions. However, if non-permitted fill occurred since 1972 (Clean Water Act and WPA) then the boundaries observed in October 2018 would require revision.

EcoTec expressed that this site was mined in the 1950s, and as such, some wetland disturbances observed on site likely pre-date the jurisdiction of the Clean Water Act and WPA. In 1995, the majority of the site was forested. A number of relic site-disturbing activities were visibly identifiable during field surveys including logging, fill (agricultural or gravel operations), dumping, ditching/draining, stockpiling, road construction, etc. Aerial interpretation can be used as an assessment tool to supplement field observations; however photointerpretation is limited in accuracy due to gaps in photo years, shading from shadows or other features, tree cover, etc. that could lead to an over or under interpretation of the limits of wetland prior to site disturbance. The locations discussed below are the largest and most notable observations from field and desktop evaluations. Site disturbance discussed below should be disregarded if applicable permits or authorizations are discovered.

Aerial representations of site changes are included in **Attachment B** (Supplemental Information).

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<sup>4</sup> Google Earth™ imagery for the site is available for 1995, 2000, 2003, 2004, 2005, 2006, 2008, 2010, 2015, 2016, and 2017.





## ➤ MassDEP Wetland Change

MassDEP develops photo-interpreted areas of wetland changes as determined by aerial ortho imagery from year-to-year starting in 2001 [Mass DEP (1:12,000) Change data layer<sup>5</sup>]. Since these changes are determined entirely from photo-interpretation and only started in 2001, they *do not represent true wetland delineations*, but can be used as a tool in identifying changes. An area of apparent wetland change on the site property was first detected by MassDEP in 2008. The wetland change boundary was defined in 2009 (*Poly ID WC3A-147-8*) and represents an estimated loss of 7,037 square feet (42.503800°, -71.718163°). EcoTec identified this location prior to their field surveys and hung orange survey flagging, instead of blue flagging used elsewhere, at the toe of slope of the limit of fill (flag series AK1-9 which connects to the CA and CB series). EcoTec expressed that the Commission is aware of this location and requested that the property owner plant white pine along the top of the slope. Based on a preliminary review of available aerial imagery, tree clearing is first visible in 2008, grading visible in 2010, and by 2015 the site was identifiable as a hay field. Due to limitations in aerial interpretation, the area could be larger than what was identified by MassDEP.

## ➤ Other Aerial-Interpreted Wetland Loss

### Along AD, AE, CB, and AG Series

This entire area was forested in 1995 (42.501741°, -71.713788°), but in the next available photo year (2000) grading is visible. In 2005, a large area of what is now a hayfield includes visible markings of standing water and ruts (particularly along AG series). In April of 2008, much of this area is visible as a hay field and the fill material berm appears fresh/unvegetated. This fill berm is the present-day wetland boundary which is characterized by an immediate steep drop in slope of approximately 2-6 feet in height from the hay field to the wetland. The fill appears to consist of a mixture of sand and gravel. Tree removal on the south side of this fill berm in the wetland is still visibly apparent due to the presence of tree stumps and young tree growth. Ditching is apparent in the hay field, both on aerial photographs and onsite, and conveys water to the wetland. The farm pond (AE flag series) is first visible in 2008 and appears to be used as a settling pond. The western edge of this pond is a gravel/sand berm and meets the current wetland boundary.

### BB Flag Series (south side)

Neither of two ponds discussed below were/are greater than 5,000 square feet (per the Bylaw) and the term 'pond' in this section is used loosely.

A farm pond/wash pond that no longer exists (42.506388°, -71.712066°) was requested to be included on the mapping by the Commission and compensatory mitigation requested (herein called 'west pond'). However, this pond was not present on 1995, 2003, and 2004 aerial imagery. This pond first appears on the 2008 imagery and as such does not appear to be jurisdictional.

From this pond, a man-made ditch went west-to-east to a new pond (first visible in 2008, herein called 'east pond') located in the interior of the BB-series wetland. Along the south side of BB-18 through 39, there is a raised berm that is the north slope of the swale and the southern limits of the east pond and BB series flagging. Fill material on the south edge of the east pond

<sup>5</sup>

MassGIS Wetland Change Data Layer: <https://docs.digital.mass.gov/dataset/massgis-data-massdep-wetlands-112000-change>





appears to have fresher fill material (smooth cobble stone) than the berm present along the ditch/swale. The east pond's appearance within the wetland in 2008 is consistent with this field observation. A well and a PVC pipe discharge outlet is located in a low area to the south of the east pond.

The west pond was still visible on the September 2017 imagery, however only the ditch and east pond still exist based on the October 2018 field observations. Only the east pond is located in the interior of the wetland.

#### BB Flag Series (east side)

From BB-57 through BB-100, an area of tree clearing is first observable on aerial imagery in 2005 and is expanded in 2008 in an area where pronounced inundation is visible consistent with the level of inundation of the present-day wetland conditions (42.507442°, -71.709593°). The area was revegetated in the most recent aerial imagery (2017) but based on field observations some of these areas are now large stockpiles of soil and stumps. Particularly from flags BB-57 through 67, modern fill is the location of the wetland boundary. Elsewhere on the BB-line in this area, the fill material is older and in some locations there is also dumping of materials such as brick or metal, currently under forest cover. This area is also mapped by FEMA as 100-year floodplain.

#### East Site Entrance and Abandoned East Entrance

An access road to the south first appeared on aerial imagery in 2008. The access to the south is now abandoned and road revegetated (likely due to off-property development to the east and alternative site entrances). A large stockpile is present in the forest within uplands adjacent to the road and the nearby stormwater basin. Aside from the road crossing, the wetland boundaries in this area do not appear to have changed since 1995 based on aerial interpretation.

#### Northwest Site Entrance

The access from the northwest as seen on the 1995 aerial imagery was located on the west side of the large pond, although an impoundment between the two ponds was already present. In 2008, a new road was constructed between the two ponds and the other road abandoned and revegetated. The wetland boundaries in this area do not appear to have changed since 1995 based on aerial interpretation.

### **4.0 Other Comments**

#### **➤ ANRAD Form**

BSC notes that the linear feet of BVW listed on the ANRAD form should be updated to match the revised BVW boundaries to be provided in the updated the Site Plan.

#### **➤ Intermittent & Perennial Stream Status**

Although the Town of Lancaster implements a 200-foot Buffer Zone to intermittent stream channels in addition to the State-defined 200-foot Riverfront Areas, StreamStats analysis should be provided to the Commission to identify which channels have Riverfront Area under State jurisdiction.





EcoTec expressed that Streams M (McGovern Brook) and RB are assumed to be perennial features as they are represented as such on USGS topographical maps. Aside from Streams M and RB, Stream N is the only other stream visible within the site on USGS topographical maps. EcoTec provided BSC with the USGS StreamStats Report for Stream N only. Stream N represents 0.1 square miles, which is much smaller than the MassDEP standard of 0.5 square miles or greater to qualify as a perennial stream. EcoTec expressed that all streams channels not shown on USGS topographical maps represent watershed sizes much smaller than 0.5 square miles.

BSC recommended that a 200-foot Buffer (in addition to state-regulated 200-foot Riverfront Areas for perennial streams) be added to Site Plans for all stream channels to be consistent with the Bylaw. The updated Site Plans 1/2/19 now depict stream Buffers for locally jurisdictional 200-foot intermittent stream Buffers and Riverfront Area for State and locally jurisdictional 200-foot perennial stream Buffers.

## **5.0 Conclusion**

With the proposed modifications discussed within this letter (Section 2.0), BSC observes that the delineated wetland resource area boundaries depicted on the Site Plan (dated 1/2/19) and flagged in the field, *based on present-day site conditions*, are in accordance to the MA Department of Environmental Protection "Handbook for Delineating Bordering Vegetated Wetlands Under the MA Wetlands Protection Act," MA WPA regulations, and definitions of wetland resource areas defined in the Bylaw. Please note that BSC has not reviewed the boundaries for the following regulated resource areas on the project site, as the Applicant has decided not to include them in their ANRAD request: Bordering Land Subject to Flooding, locally regulated potential vernal pools (see Approx loc of possible vernal pool on Mapsheets 17 & 18). Should a Notice of Intent be filed in the future, BSC recommends that these additional regulated resource areas be evaluated.

However, it is recommended that the Commission review the history of permits and authorizations for the site to determine if wetland areas evident on aerial mapping (1995 and 2000) were filled/alterd legally. If such permits/authorizations were not obtained, then the jurisdictional boundaries should be adjusted, based on aerial interpretation and investigation of soil conditions below fill material with assistance of mechanical augers/drills/excavators. If this is the case, the Commission may wish to seek consultation with MassDEP. As such the confirmation of these boundaries should be considered preliminary until such a review is performed.

It should be noted that the Site Plans do not depict the FEMA-mapped 100-year Floodplain or the locally jurisdictional 100-foot Buffer Zone to the 100-Year Floodplain Boundary. As part of an ANRAD, applicants can opt out of having some resource areas reviewed. It is recommended that it be noted in the Order of Resource Area Delineations that this resource area and associated local Buffer Zone are not depicted in the approved plans.





Lancaster Conservation Commission  
McGovern Boulevard ANRAD Peer Review  
January 9, 2019

The Commission should feel free to contact me at (203) 947-3455 (cell) with any questions regarding this report and this letter report.

Sincerely,  
BSC Group, Inc.

Marleigh Sullivan,  
Wetland Ecologist

**Attachments:**

- A- Notes on Field Adjustments
- B- Supplemental Information





**Attachment A**  
**Notes on Field Adjustments**

Below are notes on the field adjustments agreed upon in the field by EcoTec. All other boundaries not discussed were consistent with to the MA Department of Environmental Protection “Handbook for Delineating Bordering Vegetated Wetlands Under the MA Wetlands Protection Act” and definitions of wetland resource areas defined in the Bylaw based on present-day site conditions. The Site Plans depict the flags observed in the field accurately.

Refer to the list of flag revision, omissions, and additions included in the McGovern Boulevard ANRAD Peer Review letter, included in Section 2.0.

➤ **AO-7 through 12 and AO-17**

Wetland line was shifted upslope based on the presence of hydric soils, saturation, and visible changes in slope and tree/shrub root structure. Hydric soils included areas with a mucky organic or mucky mineral surface layer, sometimes with a few inches or dark A-horizon underlain with a shallow sandy reduced matrix (10YR 4/1, 5/1, 6/1, or 5/2 observed in various locations). Some locations up to 10% concentration mottles were observed.

➤ **BE-76 to 77**

A groundwater seep wetland adjacent to the BE wetland boundary. The added area is a peninsula shape that sits on a higher terrace where water breaks out at the toe of a steep slope. This wetland area drains southerly via a subtle shallow flow path between flags 76 and 77. The area is comprised entirely of herbaceous wetland vegetation (mostly ferns) and sphagnum moss with free water at the soil surface. Soils consist mucky organic material over light grey sandy soil (10 YR 5/1) with 5% concentrations.

➤ **BA-47**

This flag was omitted to avoid cutting out a location where ~6” of saturated muck underlain with reduced sandy soil. Free water at 1” and raised roots observed on vegetation in this area.

➤ **BC-7 to 9**

Wetland line shifted upslope do to the presence of hydric soils, break in slope, change in vegetative community, modified roots, and hydrologic indicators. Soils included one auger with 3” muck with grey loamy sand (10 YR 5/2) and free water at 4” and another auger of 15” of muck with very light grey loamy fine sand (10 YR 6/1), shallow free water and saturation to the surface.

➤ **BD 117 to 118**

Wetland line shifted upslope due to presence of hydric soils and hydrologic indicators. Soils observed were a fine sandy loam 2 YR 5/1 and 5/2 immediately below approximately three inches of organic material.

➤ **DD-12 to 20**

Wetland line shifted upslope by omitting flags. Hydric soils found in an unvegetated depression west of of upland island (depicted on mapping as an upland peninsula). Approximately 8” muck and mucky mineral underlain with 10YR 5/1 fine sandy loam.





➤ **AA 23-26**

Wetland line shifted upslope due to presence of hydric soils, hydrologic indicators, and change in slope observed. Soils with 1-3" muck, 1-3" dark A-horizon underlain with grey sandy soil (10YR 6/2). Free water at 4" and soil saturated to the surface.

➤ **CE-36 and 42 to 44**

Shift wetland line upslope due to presence of hydric soils and hydrologic indicators. Soils consisted of 2-4 inches muck underlain with a reduced matrix (colors varied). Shallow bedrock restrictive layer and standing water present (1-4 inches deep) Trees and shrubs with shallow or propped roots.

➤ **AD-45 to 56**

Wetland line shifted upslope and upland mapped as peninsula adjusted to be an upland island due to presence of hydric soils and hydrologic indicators. Soils consist of 2-3" organic or mucky mineral underlain with grey loamy sand (10YR 5/1). Free water at 2" and soil saturated to surface.





## **Attachment B** **Supplemental Information**

Below are representations of site changes identified on Google Earth™ imagery during different photo years<sup>1</sup>. The wetland limits were estimated based on visual markers suggestive of the presence of wetlands such as soil saturation or standing water in either 1995 or 2000. Note that there are limitations to photointerpretation estimations of wetland boundaries, which may result in over- or under-estimating wetland limits. 1995 imagery was most useful in locating areas of inundation, whereas 2000 better indicated areas of saturation or very shallow water. Since no imagery was available between 1995 and 2000, impacts to potentially saturated wetlands during this time frame would not be identifiable.

### ➤ MassDEP Wetland Change

**General location:** 42.503800°, -71.718163°

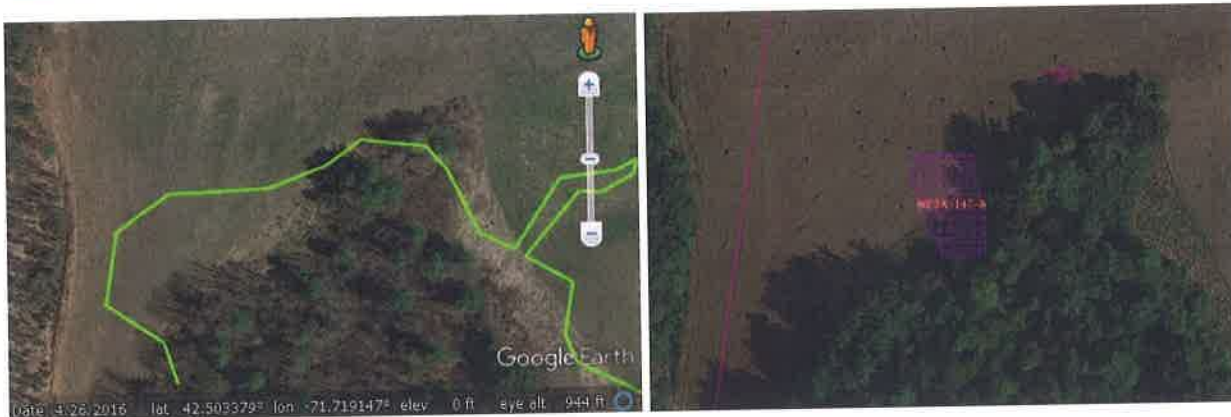
**Wetland Line Estimate Year:** 12/31/2000

**Other notes:** Visual indicators of standing water and rutting (possibly tree clearing or ATVs). Drainage swale visible in 12/31/2000 and 3/31/2005 was not present on 1995 aerial imagery. Last photo shown is the wetland change polygon documented by MassDEP recorded in 2008.



<sup>1</sup> Google Earth™ imagery for the site is available for 1995, 2000, 2003, 2004, 2005, 2006, 2008, 2010, 2015, 2016, and 2017.





➤ Along AD, AE, CB, and AG Series

General location: 42.501741°, -71.713788°

Wetland Line Estimate Year: 12/31/2000 and 3/31/2005

Other notes: Visible saturation and rutting. Field observations of steep drop off from fill material to wetland boundary. Young trees and tree stumps from forestry activity. Edge of fill very visible in 2008 imagery.







➤ BB Flag Series (south side)

**General location:** 42.506388°, -71.712066°

**Wetland Line Estimate Year:** 1995 and 12/31/2000

**Other notes:** Visual markers of standing water. Ponds appear in 2005 (west pond outside of wetland and east pond within wetland). Upland berm under tree cover between wetland and the man-made trench.







➤ BB Flag Series (east side)

**General location:** 42.507442°, -71.709593°

**Wetland Line Estimate Year:** 1995 and 12/31/2000

**Other notes:** Visible markers of inundation. On east boundary, large sediment stockpiles covered in vegetation and some piles of stumps. Aerial indicates tree removal and stockpiles location, albeit stockpile locations are difficult to see due to revegetation.





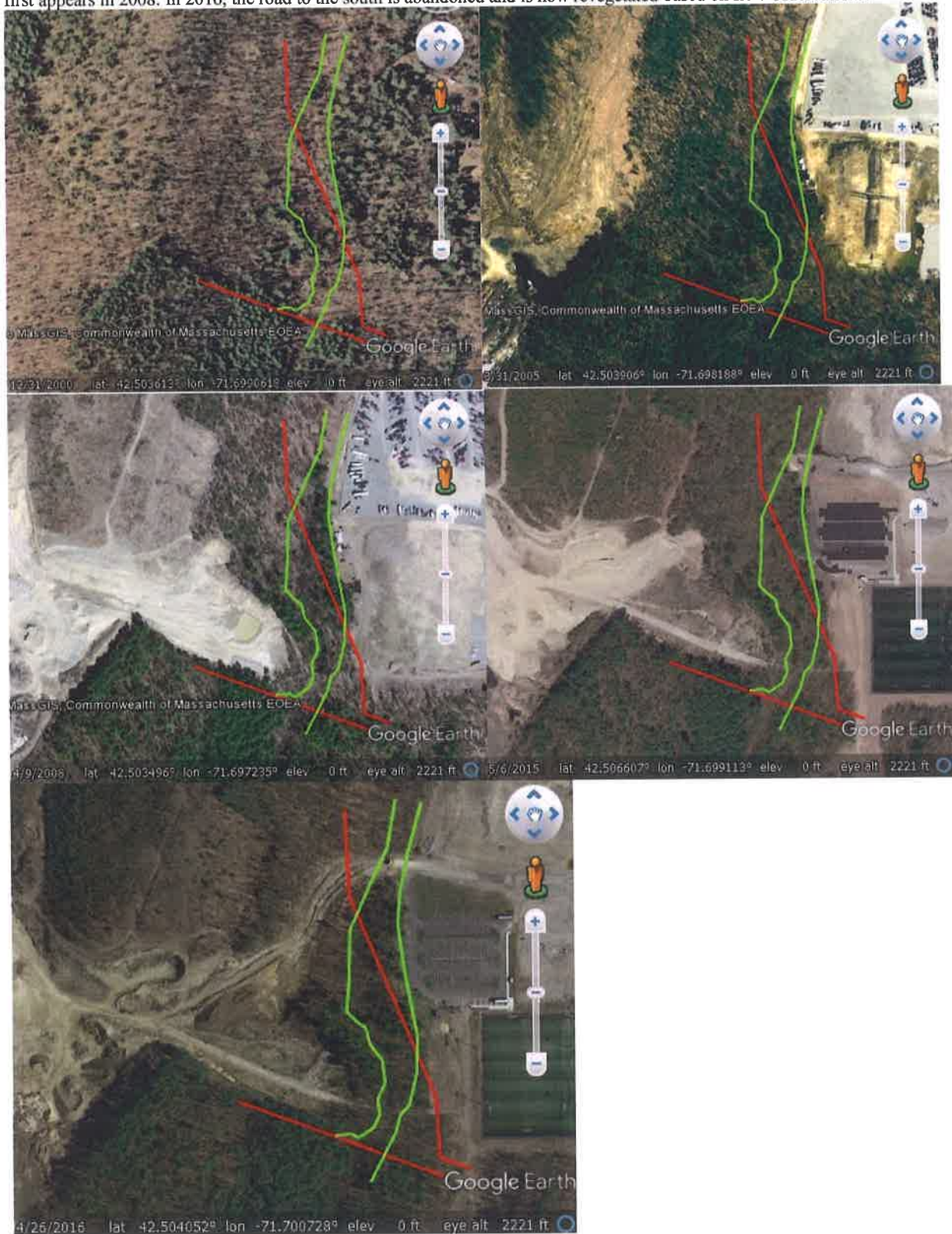


➤ East Site Entrance and Abandoned East Entrance

General location: 42.505494°, -71.698738°

Wetland Line Estimate Year: 12/31/2000

Other notes: Note that the red line is an approximate property line by wetland boundaries. Road approximately 750 feet south of McGovern Boulevard first appears in 2008. In 2016, the road to the south is abandoned and is now revegetated based on field observations.







➤ Northwest Site Entrance

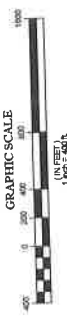
**General location:** 42.505817°, -71.717583°

**Wetland Line Estimate Year:** 1995 and 12/29/2000

**Other notes:** No apparent changes to BVW boundaries since 1995. Tree removal apparent within wetland. New road between ponds constructed in 2008 and then the road on the west side of the large pond abandoned and revegetated.





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THE COMMISSIONER OF MASSACHUSETTS RECEIVES NOTIFICATION  
OF EXPIRATION OF NUCLEAR OR AIR POLLUTION PERMITS TO  
CONTINUE THE EXISTING SUBACT SUBJECT TO THE COMMISSION'S



### 3.1 Preliminary Site Layout Plan(s)



## Cervaroid Tablets

[illegible]

11

Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772



The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA

**The Landing at Lancaster**

November 9, 2021

 $1'' = 100'$ 



## General Notes

No	Revision/Value	Date
1	REVISED LAYOUT	24/11/22

From Name and Address

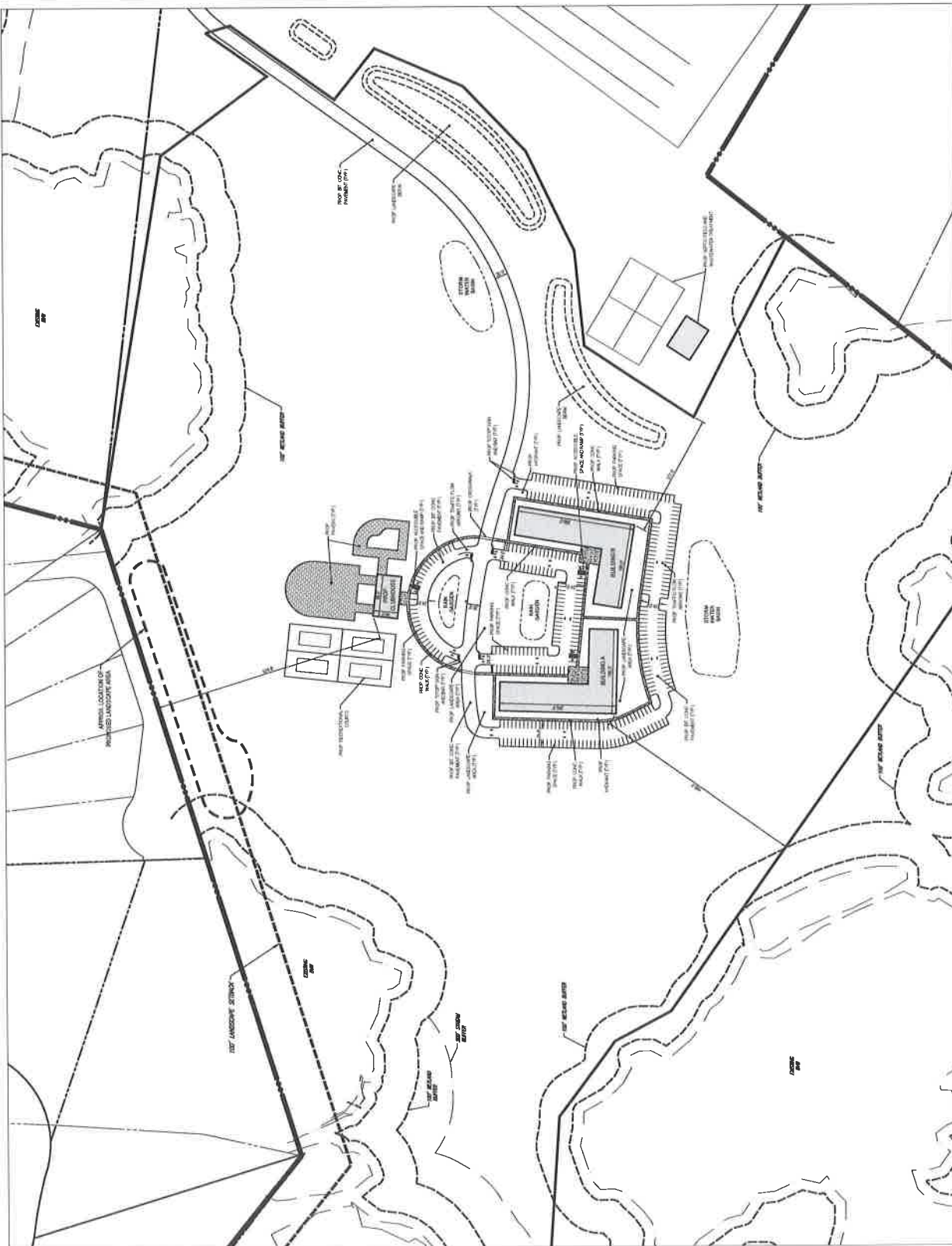
Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

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

The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA

August

The Landing at Lancaster  
November 9, 2021

$$1^\circ = 100'$$


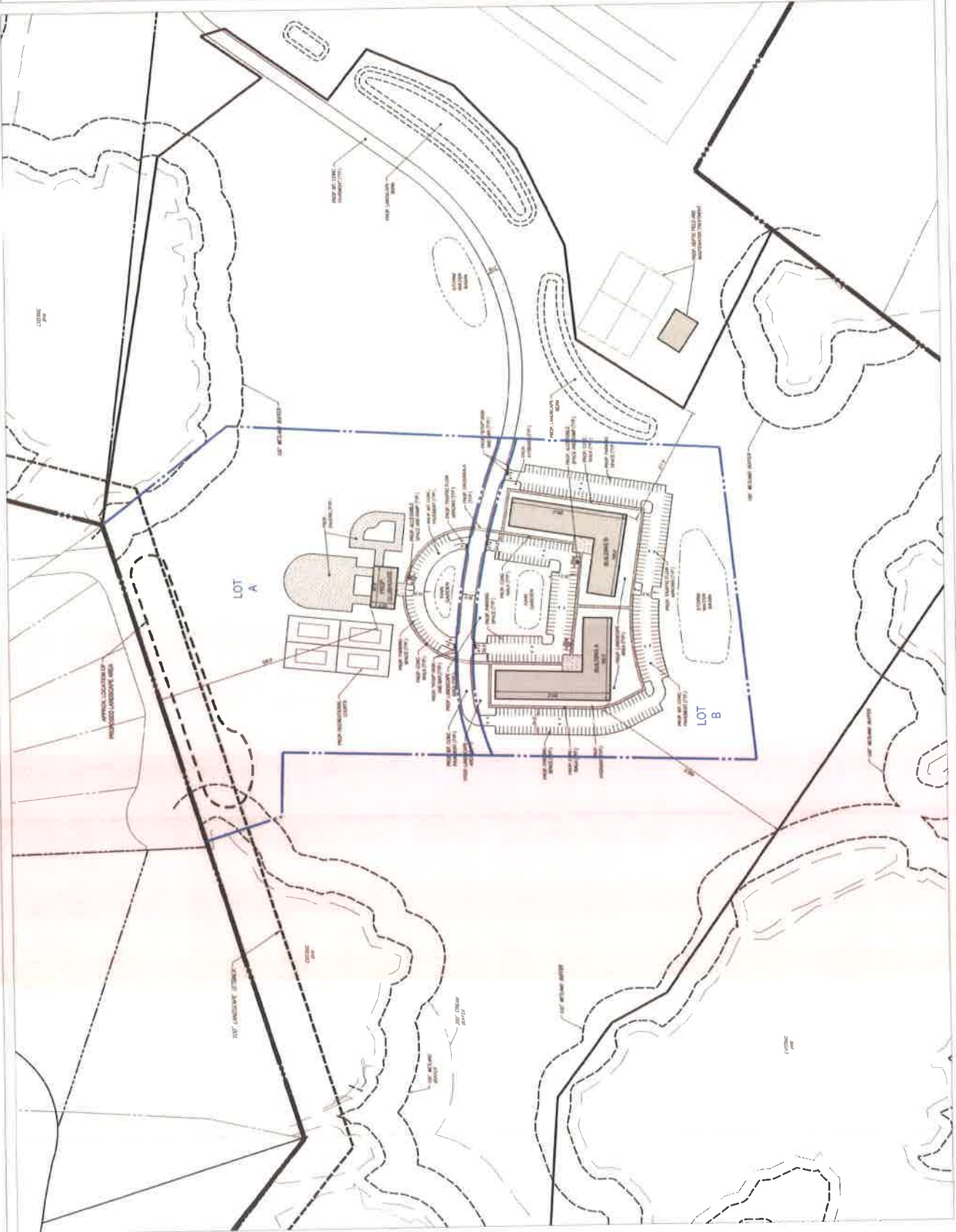


# The Landing at Lancaster Preliminary Site Layout Plan

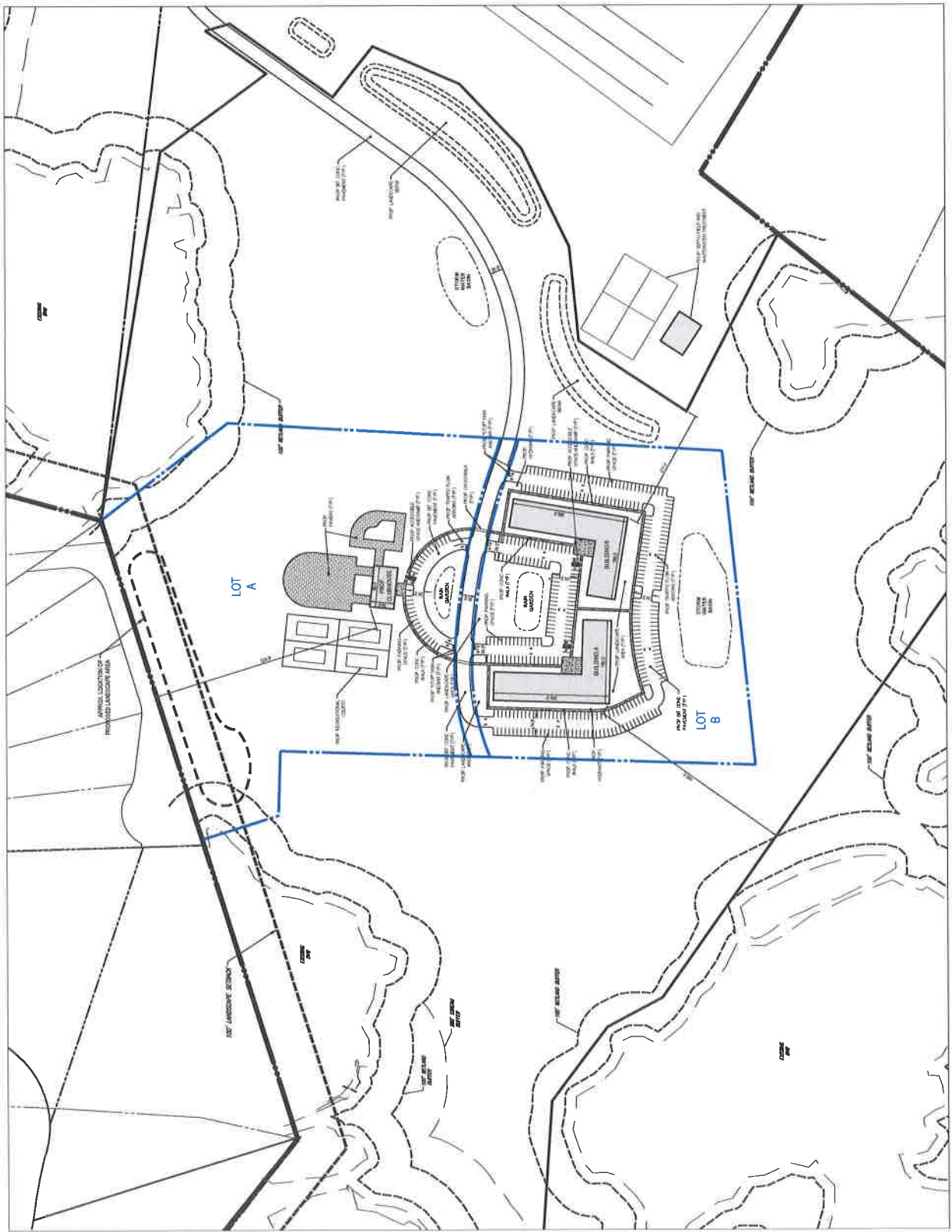
Capital Group Properties  
259 Tumble Road, Suite 100  
Southborough, MA 01772

The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA

The Landing at Lancaster  
November 9, 2021  
1" = 100'







<p>General Notes</p> <p><b>The Landing at Lancaster</b>  <b>Preliminary Site Layout Plan</b></p>	
<p>No.</p> <p>Revisions/Notes</p>	<p>Date</p>
<p>Project Name and Address</p> <p>Capital Group Properties          259 Turnpike Road, Suite 100          Southborough, MA 01772</p>	
<p>Project Name and Address</p> <p>The Landing at Lancaster          0 White Pond Road          Lancaster, MA</p>	
<p>Project Name and Address</p> <p>The Landing at Lancaster          November 9, 2021          Scale: 1" = 100'</p>	



## Convert to: Metric

File	Revised Version	Date
1		10/10/20

**Capital Group Properties**  
259 Turnpike Road, Suite 100  
Southborough, MA 01772



The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA

## The Landing at Lancaster

November $1^{\circ} = 100^{\circ}$	
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## Gewinnrate: Nichtan-

No.	Revision/Issue	Date
1	REQUIRED SAVINGS	24/11/22

Don Harris and Adrian

Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

**Invited Name and Address:**

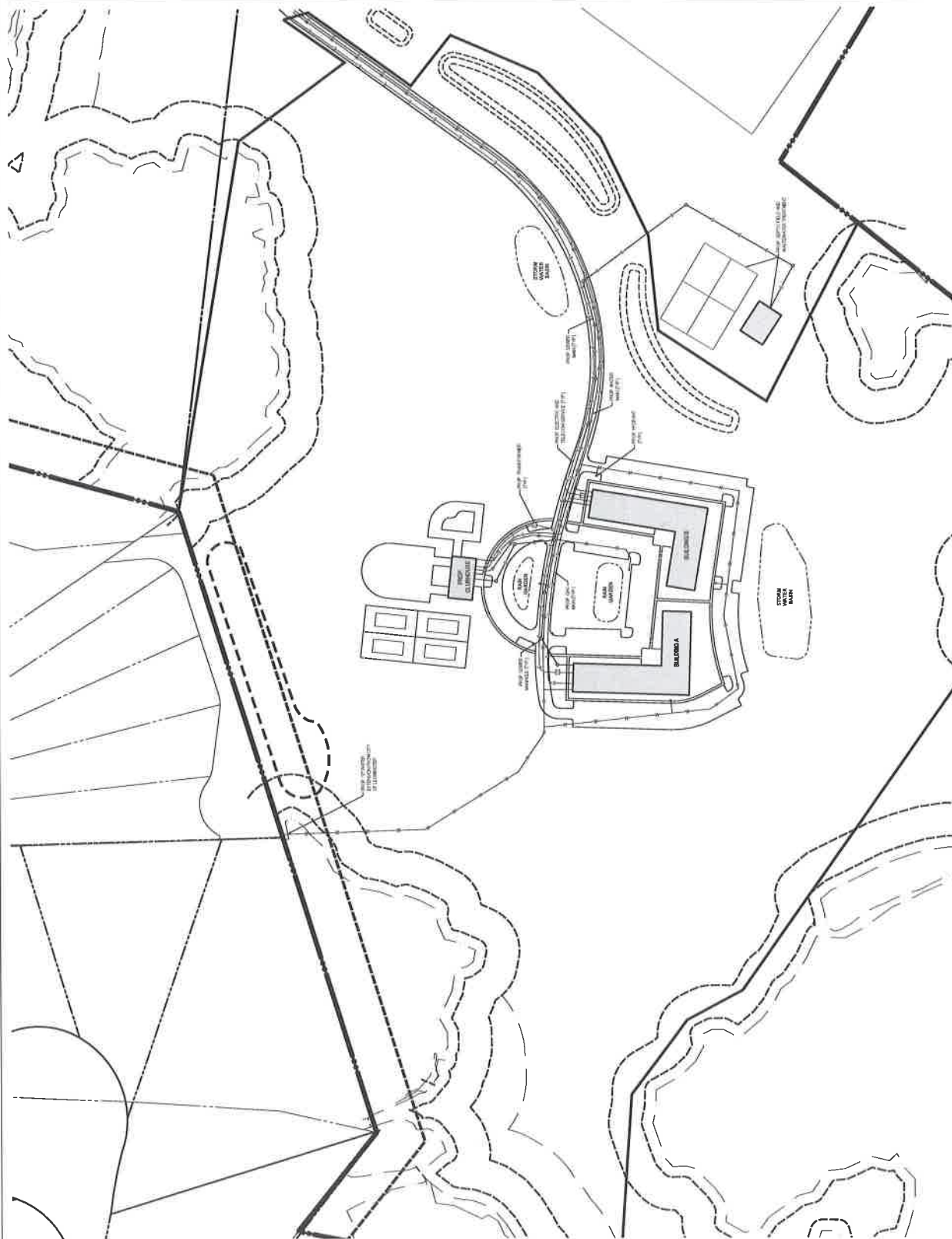
The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA

[illegible]

the Landing at Lancaster

November 9, 2021

4B - 400





## George: 1100

Figure 1

**The Landing at Lancaster**  
0 White Pond Road  
Lancaster, MA

Project	The Landing at Lancaster
Date	November 9, 2021
Scale	$1'' = 100'$







General Notes

# The Landing at Lancaster Preliminary Grading & Drainage Plan

No.	Revised/Issue	Date
1	ISSUED LAYOUT	24/11/2021

Project Name and Address  
Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

Project Name and Address  
The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA

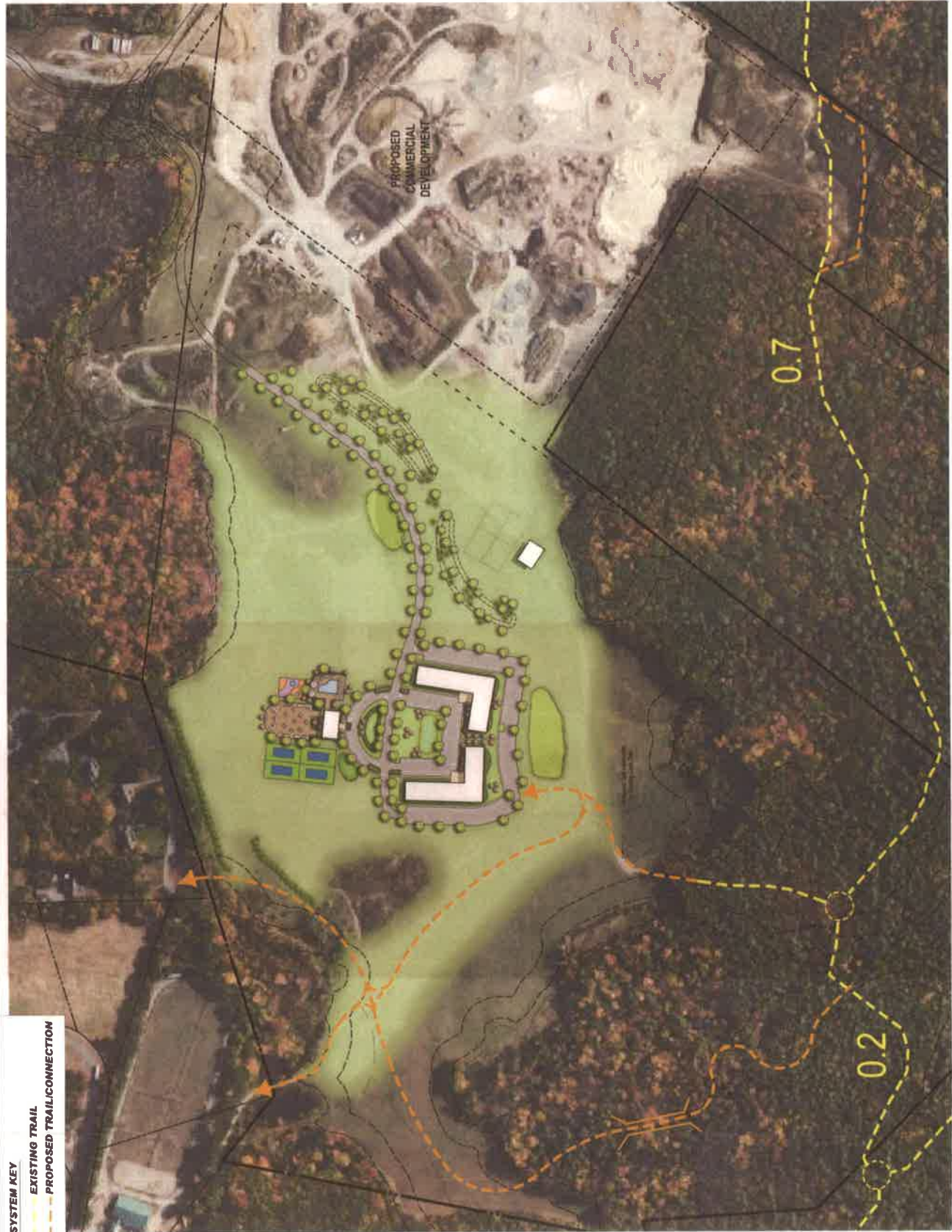
Sheet	Scale
The Landing at Lancaster	1" = 100'
November 9, 2021	



TRAIL SYSTEM KEY

EXISTING TRAIL

PROPOSED TRAIL/CONNECTION



# The Landing Lancaster Preliminary Context Plan

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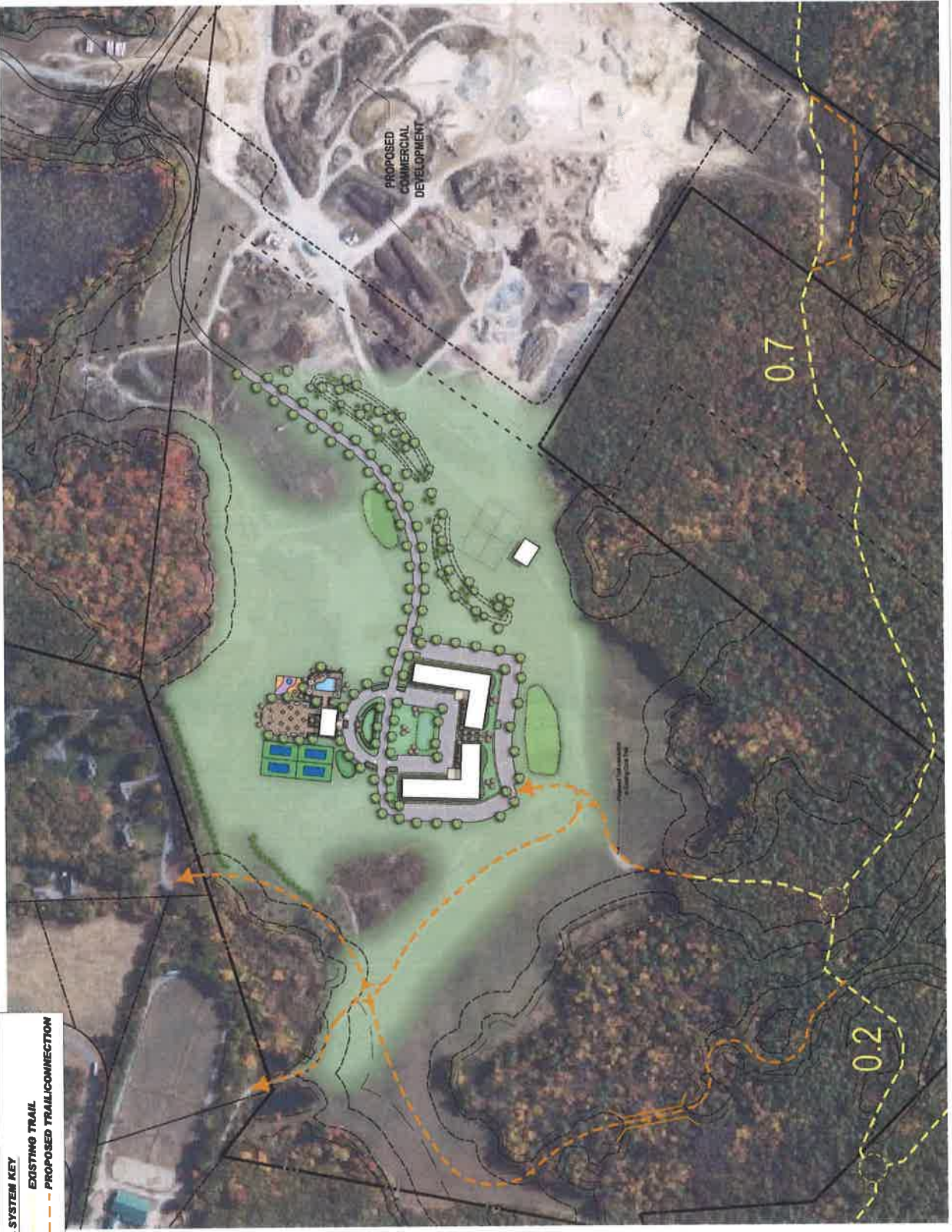
Capital Group Properties  
259 Tumble Road, Suite 100  
Southborough, MA 01772



The Landing Lancaster  
0 White Pond Road  
Lancaster, MA  
APRIL 22, 2022  
1" = 150'



**TRAIL SYSTEM KEY**  
 EXISTING TRAIL  
 PROPOSED TRAIL/CONNECTION



General Notes

# The Landing Lancaster Preliminary Context Plan

No.	REVISIONS	DATE
1	REVISED LAYOUT	04/11/22
2	REVISIONS/ISSUES	DATE

Capital Group Properties  
 259 Turnpike Road, Suite 100  
 Southborough, MA 01772

The Landing Lancaster  
 0 White Pond Road  
 Lancaster, MA

Project: The Landing Lancaster  
 APRIL 22, 2022  
 1" = 150'



**TRAIL SYSTEM KEY**  
 EXISTING TRAIL  
 PROPOSED TRAIL/CONNECTION



General Notes

# The Landing Lancaster Preliminary Landscape Plan

No.	Revised	Revised By	Revised Date
1	04/22/2022	04/22/2022	04/22/2022

Capital Group Properties  
 259 Turnpike Road, Suite 100  
 Southborough, MA 01772

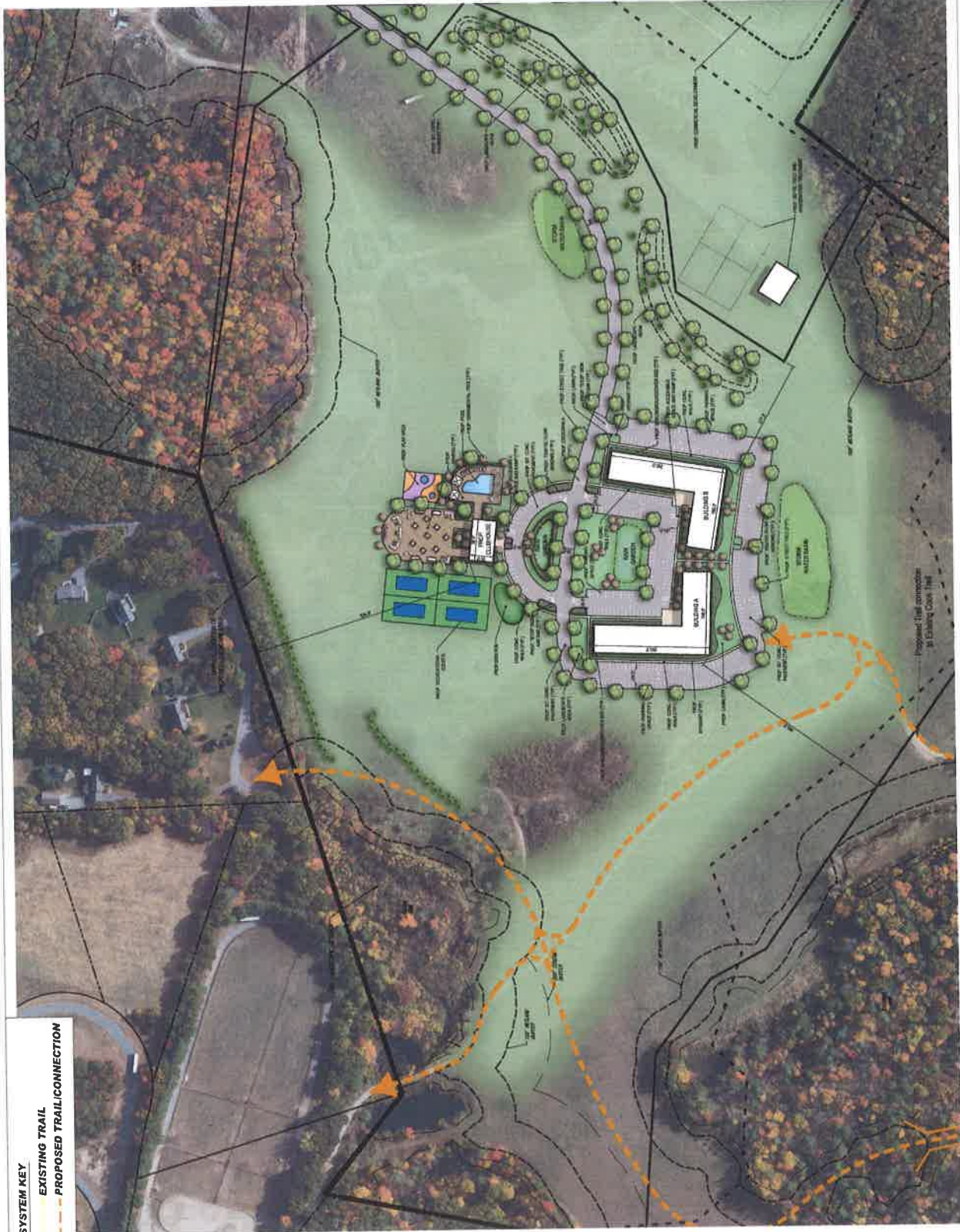
The Landing Lancaster  
 0 White Pond Road  
 Lancaster, MA

The Landing Lancaster  
 APRIL 22, 2022  
 1" = 100'



TRAIL SYSTEM KEY

- EXISTING TRAIL
- PROPOSED TRAIL CONNECTION



General Notes

# The Landing Lancaster Preliminary Landscape Plan

No.	Revised/Added	Update
1	Revised/Added	Update

For more info, contact:

Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

Project Name and Address

The Landing Lancaster  
0 White Pond Road  
Lancaster, MA

Project Name and Address

The Landing Lancaster

APRIL 22, 2022

1" = 100'

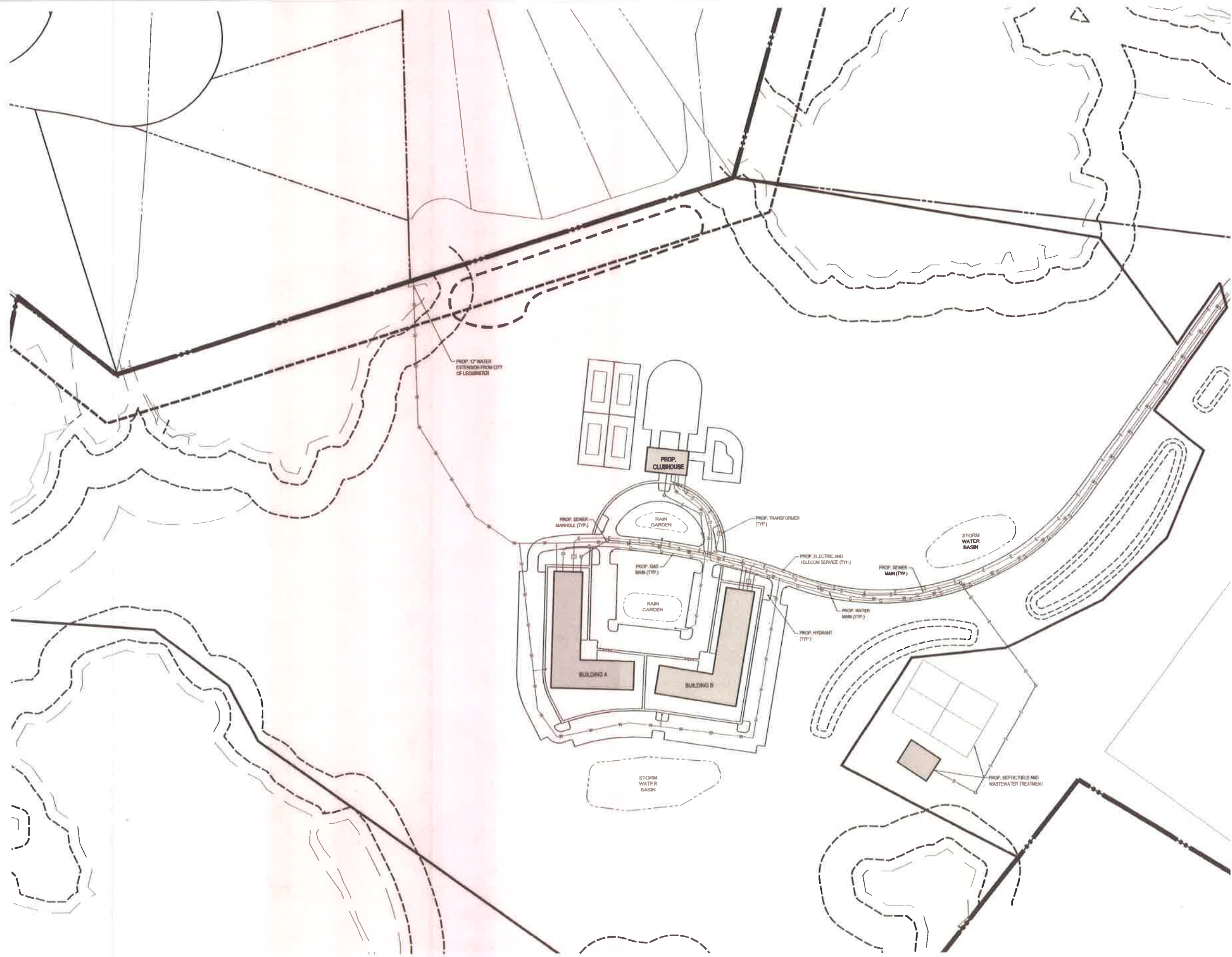












General Notes

# The Landing at Lancaster Preliminary Utility Plan

1	REVISED LAYOUT	04/11/22
No.	Revision/Issue	Date

Firm Name and Address  
**Capital Group Properties**  
259 Tumpike Road, Suite 100  
Southborough, MA 01772

Project Name and Address  
**The Landing at Lancaster**  
0 White Pond Road  
Lancaster, MA

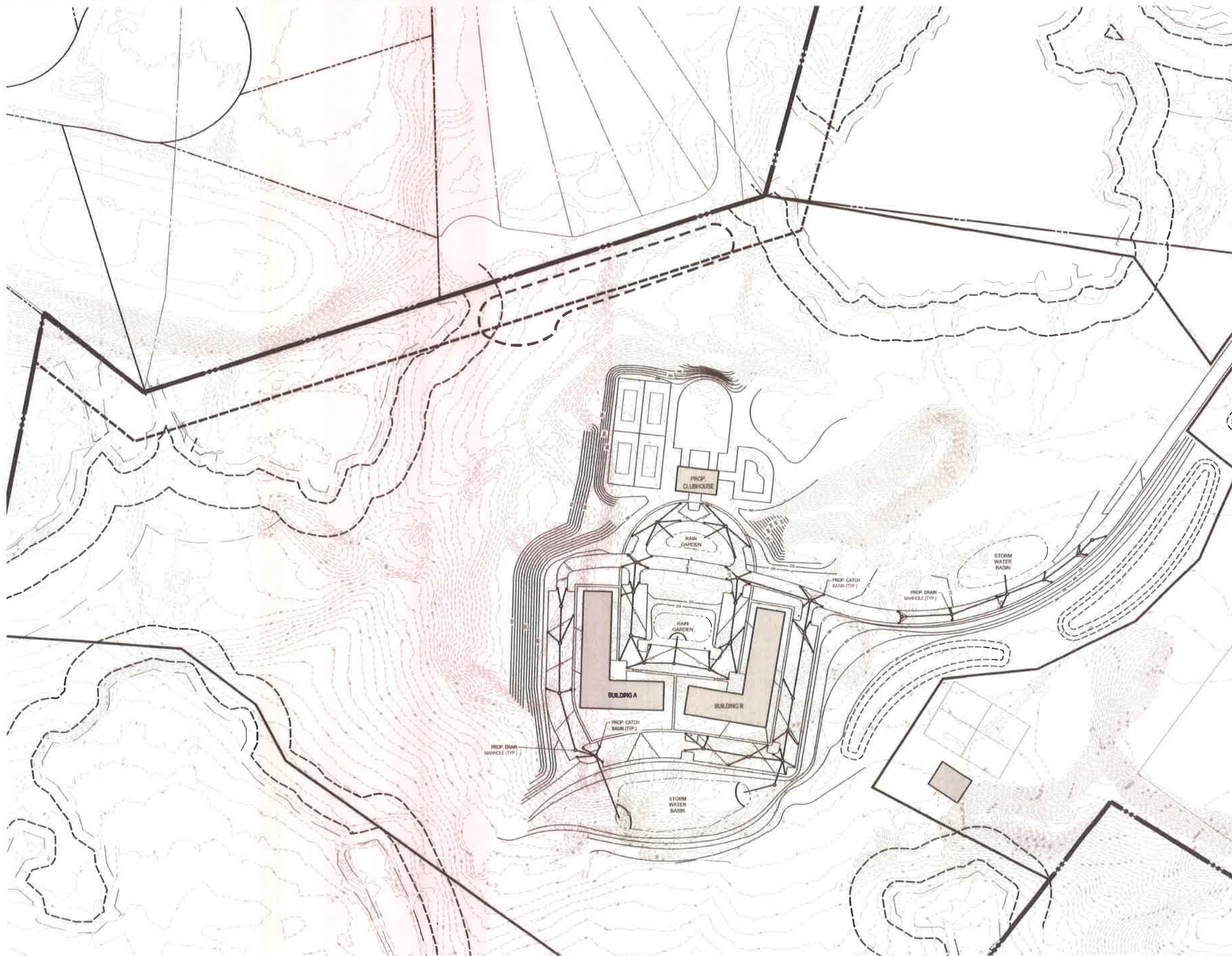


Project  
**The Landing at Lancaster**

Date  
**November 9, 2021**

Scale  
**1" = 100'**





# The Landing at Lancaster Preliminary Grading & Drainage Plan

General Notes

1	REVISION LAYOUT	04/11/22
No.	Revision/Issue	Date

Client Name and Address

Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

Project Name and Address

The Landing at Lancaster  
0 White Pond Road  
Lancaster, MA



Project  
The Landing at Lancaster

Date  
November 9, 2021

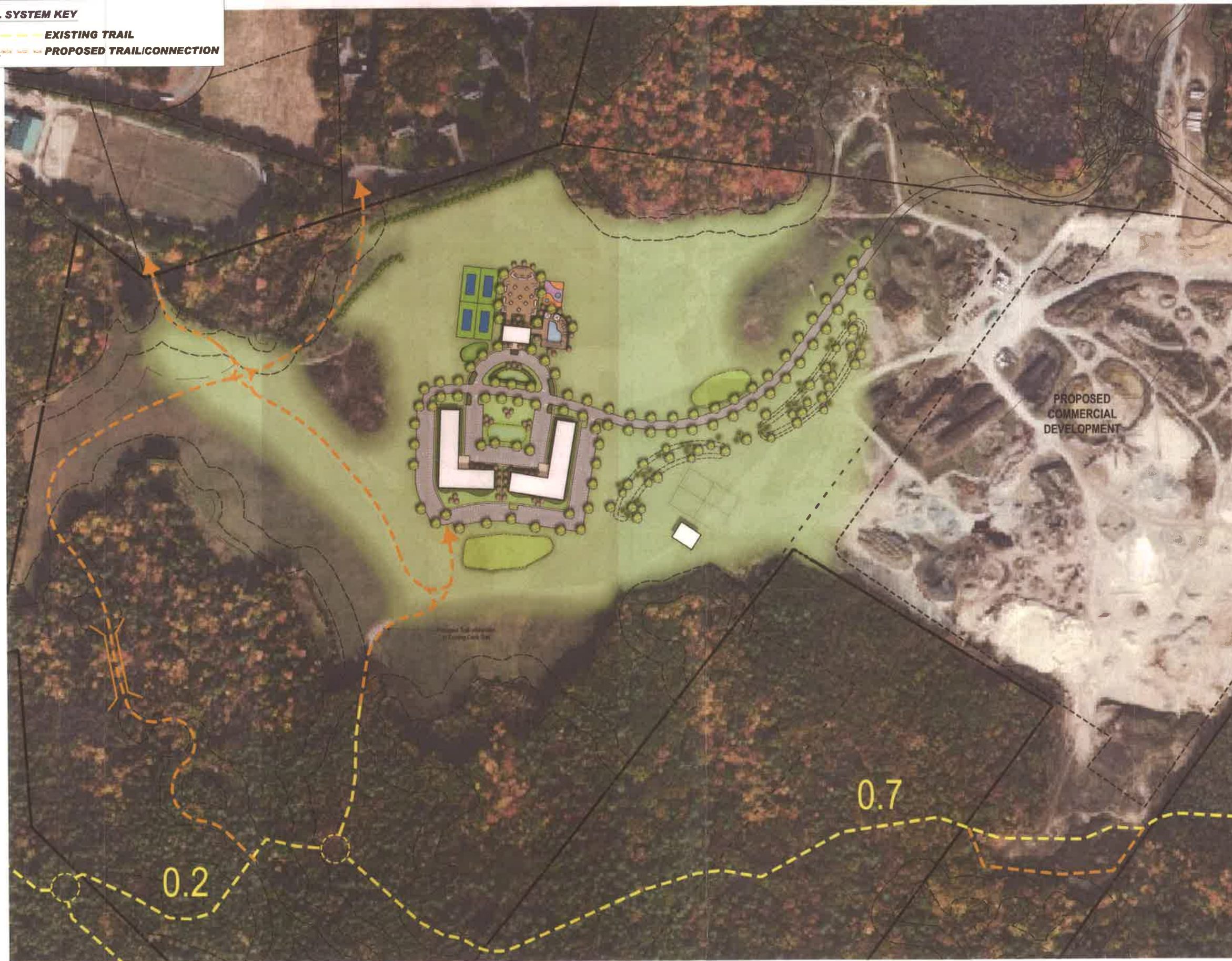
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Sheet



**TRAIL SYSTEM KEY**

- EXISTING TRAIL
- PROPOSED TRAIL/CONNECTION



# The Landing Lancaster Preliminary Context Plan

General Notes

1	REVISED LAYOUT	04/11/22
No.	Revision/Issue	Date

Firm Name and Address

Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

Project Name and Address

The Landing Lancaster  
0 White Pond Road  
Lancaster, MA



Project:  
The Landing Lancaster

Date:  
APRIL 22, 2022

Scale:  
1" = 150'

Sheet:



# TRAIL SYSTEM KEY

- EXISTING TRAIL
- PROPOSED TRAIL/CONNECTION



## The Landing Lancaster Preliminary Landscape Plan

General Notes

1.	REVISED LAYOUT	04/11/22
NO.	Revision/Issue	Date

Firm Name and Address

Capital Group Properties  
259 Turnpike Road, Suite 100  
Southborough, MA 01772

Project Name and Address

The Landing Lancaster  
0 White Pond Road  
Lancaster, MA

Project  
The Landing Lancaster

Date  
APRIL 22, 2022

Scale  
1" = 100'





## 3.2 Graphic Representations of Project/Preliminary Architectural Plans





SOUTH ELEVATION



EAST ELEVATION

# THE LANDING AT LANCASTER

ELEVATION STUDIOS

CAPITAL GROUP

PROPERTIES







NORTH ELEVATION

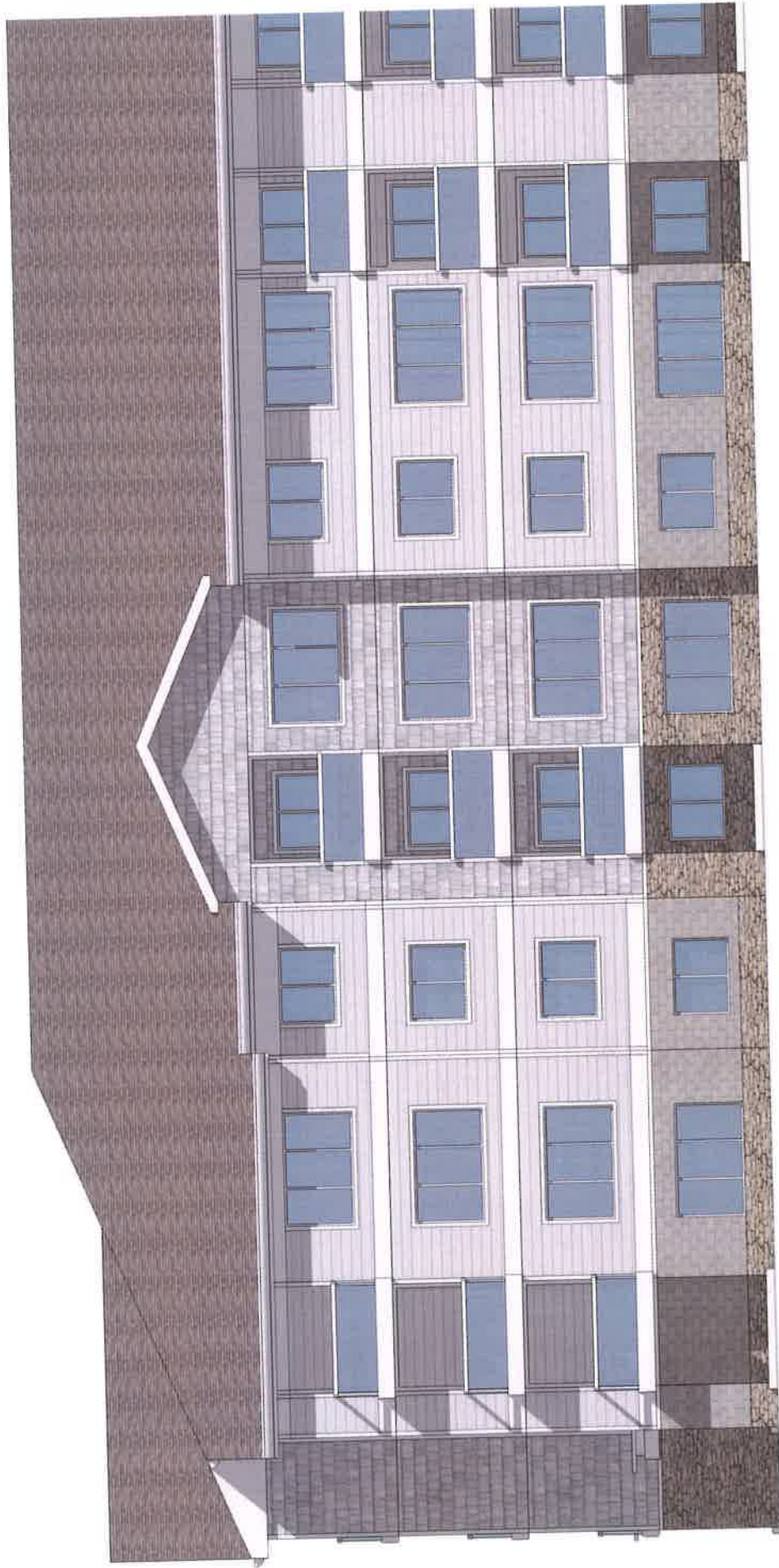


WEST ELEVATION

# THE LANDING AT LANCASTER

ELEVATION STUDIOS





# THE LANDING AT LANCASTER

ELEVATION STUDIOS

 CAPITAL GROUP  
PROPERTIES







# THE LANDING AT LANCASTER

E L E V A T I O N S T U D I E S

 CAPITAL GROUP  
PROPERTIES



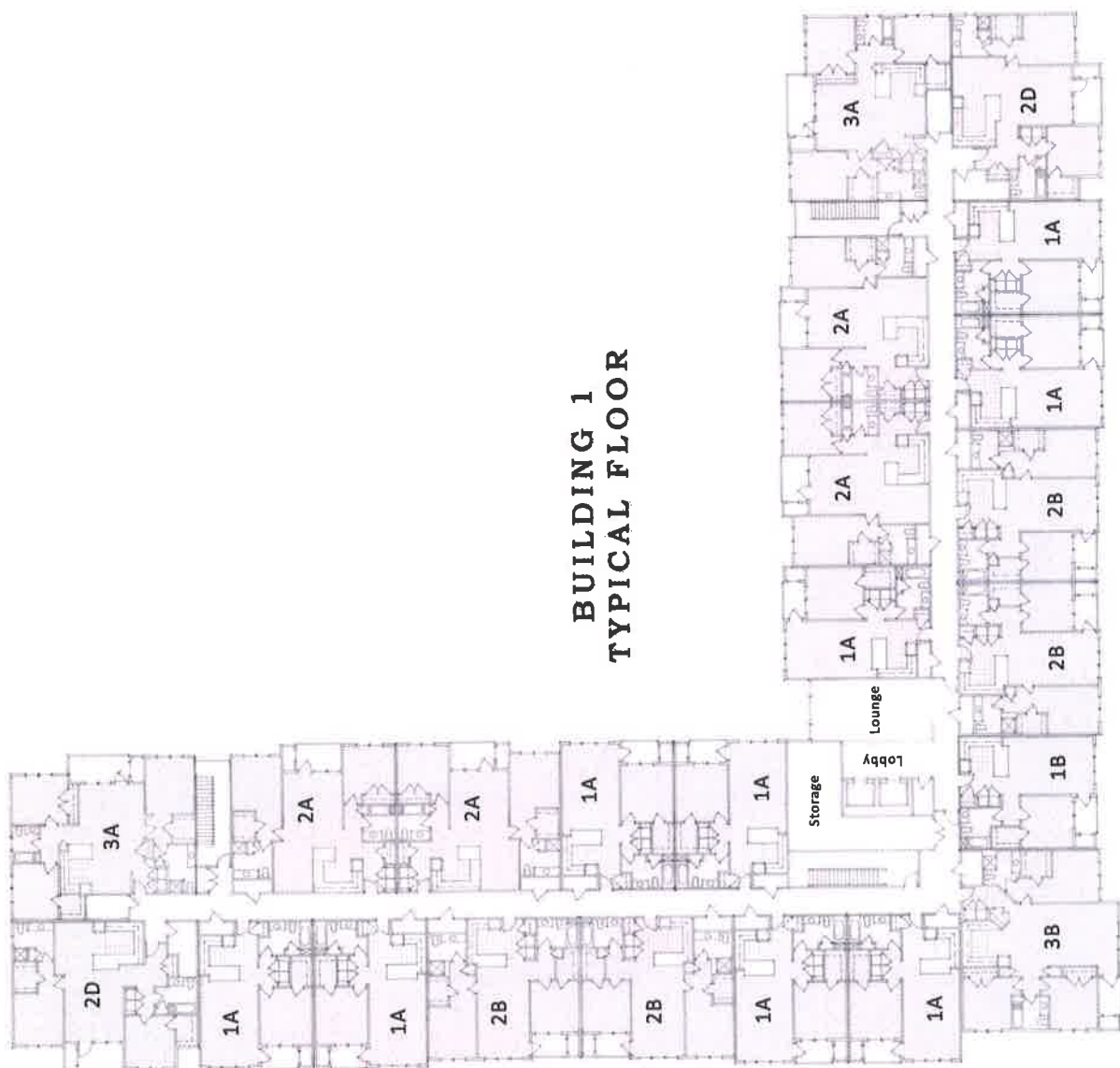




# THE LANDING AT LANCASTER

E L E V A T I O N S T U D I E S





**BUILDING 1  
TYPICAL FLOOR**



**THE LANDING AT LANCASTER**  
RESIDENTIAL BUILDING PLAN



### 3.3 Narrative Description of Design Approach





## CAPITAL GROUP

PROPERTIES

259 TURNPIKE ROAD SOUTHBOROUGH, MASSACHUSETTS 01772 [www.capitalgroupproperties.com](http://www.capitalgroupproperties.com)

### 3.3 Narrative Description of Design Approach

The project site, focused at the rear portion of the larger 360+/- acre 702, LLC site off of McGovern Boulevard, is approximately 22.98 acres, and is zoned Residential. The closest major road is Route 70 and the McGovern-Route 70 (Lunenburg Road) intersection is about a mile south of Route 2 exit 103, allowing the planned residences rapid access to commuting routes in all directions. The residences will be in walking distances to access points of the extensive Cook Conservation Area trail system, providing a major amenity to the project for outdoor recreation.

The intent of the design is to provide a much-needed home-ownership opportunity to the market while preserving open space by utilizing higher density multifamily development. The design will be reminiscent of the New England Traditional style. The first floor's façade will have a stone or masonry exterior. Upper floors with two separate paneling styles to encourage a varied view. Project will consist of 2, 4-story buildings totaling 200 units. The height of the buildings will be approximately 55 feet. Significant buffer zones will be utilized to reduce impact on a small residential neighborhood on White Pond Road to the north of the site, as well as to separate the residential from the logistics development to the east of the site.

A 12-foot-tall berm with landscaping and a fence on top of it will be placed on the property line closest to White Pond Road to shield the residents from the development. This was contemplated for use with a previous development plan and will function well with the multifamily project being further from the neighborhood. The neighborhood sits at a higher elevation than the residential site and combined with the buffer rising above the neighborhood, there will be minimal impact on the existing neighborhood.

The closest of the buildings to Route 70 is about 1 mile from Route 70 with significant elevation shifts, so it is not anticipated that the residential project will be visible from Route 70. The closest point on Route 190 to the west is about 1,600 feet away. The buildings sit in the center of the site to maximize its distance from both routes.

The access road through the front of 702, LLC property off of McGovern Boulevard is controlled by the proponent and will have extensive vegetation to minimize the impact of driving past the commercial component. The closest residential building is approximately 1,200 feet from the nearest commercial building and 850 feet from the



nearest commercial parking area, with a 50-foot-thick berm in between, allowing sufficient distance to transition between uses within the development.

A 4,000+/- square foot clubhouse will be constructed north of the buildings, maintaining a similar style to the buildings at only 20 feet in height. Surrounding the clubhouse will be courts for outdoor activities as well as other activity areas. Multiple rain gardens and green spaces will be spread throughout the property and combined with the open space and direct access to the trail systems, will allow a natural feel for a high-density multifamily project. There will be 2 parking spaces per unit, or 400 parking spaces total.

In all buildings and floors, a mix of unit sizes will be present. Every unit will have an open kitchen layout into the living room and almost all units will have their own balcony. All units will have their own energy efficient heating and air conditioning systems as well as washers and dryers.



## 3.4 Tabular Zoning Analysis





# CAPITAL GROUP

PROPERTIES

259 TURNPIKE ROAD SOUTHBOROUGH, MASSACHUSETTS 01772 [www.capitalgroupproperties.com](http://www.capitalgroupproperties.com)

## The Landing Lancaster Waiver Requests

Through a Comprehensive Permit, the Town of Lancaster Board of Appeals has the authority granted under M.G.L. Chapter 40B and its implementing regulations to waive requirements of local bylaws; further, the Board of Appeals can act on behalf of any local permitting authority through the Comprehensive Permit process. Below is the table with the expected necessary variances to be requested to permit the proposed project.

Waivers from the Town of Lancaster Zoning Bylaws		
Local Regulation	Requirement	Waiver Requested/Applicability
Section 220-8.1(D)	Uses not allowed in Residential	Waiver requested to allow multifamily residences other than a living facility for seniors and the clubhouse amenity building.
Section 220-12.(A)	Building or structure height	Waiver requested to allow more than the maximum building height.



Below is a table summarizing the dimensional waiver to be requested as well as other dimensional requirements that the project fulfills.

Summary of Dimension Waivers in Residential District			
Zoning Requirement	Require	Provided	Waiver Requested
Maximum Building Height Section 220-12.(A)	32 ft	50 ft	YES
Minimum Front Yard Section 220-11 (A)	30 ft	1,000 ft	NO
Minimum Side Yard Section 220-11 (B)	20 ft	276.7 ft	NO
Minimum Rear Yard Section 220-11 (B)	20 ft	237.8 ft	NO
Minimum Lot Frontage Section 220-10 (B)	225 ft	340.6 ft	NO
Minimum Lot Area Section 220-10 (A)	87,120 sf	3,443,853.6 sf	NO

By requesting the foregoing waivers from local bylaws and regulations, it is the intention of the Applicant to request a Comprehensive Permit to permit construction of the Project as shown on the Plan. If in reviewing the Applicant's building permit application(s), the Building Inspector determines that any additional waiver from local bylaws or regulations is necessary to permit construction to proceed as shown on the Plan, the Applicant requests that the Building Commissioner proceed as follows:

The Applicant shall be informed of any additional waiver required and (a) any matter determined by the Building Inspector to be of a de minimus nature shall be deemed within the scope of the waivers granted by the Comprehensive Permit; or (b) for any matter determined by the Building Inspector not of a de minimus nature, including but not limited to potential adverse impacts on public health, safety, welfare or the environment, Applicant may submit a request to the Board for a determination under 760 CMR 56.05(11).



## 4.1 Evidence of Site Control

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# PURCHASE AND SALE AGREEMENT

This 27<sup>th</sup> day of December 2021

**1. PARTIES  
AND MAILING  
ADDRESSES**

William Depietri, Manager of 702 LLC a Massachusetts limited liability company with its principal place of business located at 259 Turnpike Road Southborough, MA 01772 hereinafter called the SELLER, agrees to SELL and Capital Group Properties LLC, or its' Nominee, a Massachusetts limited liability company with its principal place of business located at 259 Turnpike Road, Southborough, MA 01772 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

**0 McGovern Boulevard, Lancaster, MA**

**2. DESCRIPTION**

**0 McGovern Boulevard, Lancaster, MA** containing approximately 79.06 acres of land, more particularly described in a Deed recorded with the Worcester District Registry of Deeds Book 59673 and Page 28.

**3. BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES  
4. TITLE DEED**

N/A

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 days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

**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 the GREATER of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) PER APPROVED CONDOMINIUM UNIT, OR FOUR MILLION NO/100 DOLLARS (\$4,000,000.00), of which:

**\$20,000.00 has been paid with the execution of this Purchase and Sale Agreement.**

The balance due to be paid at closing will be determined upon Buyer's completion of all permitting as defined in Paragraph 30 herein. Buyer shall be required to close on this purchase within sixty (60) days from the receipt of all permits and expiration of all Federal, State and local appeal periods. Buyer shall provide Seller with a notice of its' intent to close, which notice shall contain copies of the permits obtained. Buyer shall provide this notice to Seller within seven (7) days of receipt of permits and the expiration dates of any appeal periods.

**8. TIME FOR  
PERFORMANCE;  
DELIVERY OF  
DEED**

Such deed is to be delivered within sixty (60) days from Seller's receipt from Buyer of the approved permits and statement noting all appeal periods have expired without incident and identifying the balance due. The closing shall take place at the Office of the Buyer's Attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The deed may also be delivered at the office of the Buyer's bank's attorney. In the event of a default hereunder by the Buyer or if the Buyer fails to perform any of the Buyer's obligations hereunder, the Seller shall have no obligation to tender a deed.

**9. POSSESSION and  
CONDITION of  
PREMISES**

Full possession of said premises, free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as they now are including the Seller's Improvements listed in Exhibit A, reasonable use and wear thereof excepted, and (b) there are no outstanding written violations of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally



to enter 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 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 SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty 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 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) pays over or assigns 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 or within a reasonable period of time following the closing in conformity with local conveyancing practices.
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 within a reasonable period of time following the date of closing in conformity with local conveyancing practices.
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>
(a) Fire and Extended Coverage	As presently insured
16. **ADJUSTMENTS**  
Taxes for the then current fiscal year shall be apportioned and fuel value shall be adjusted 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**  
N/A
19. **BROKER(S) WARRANTY**  
N/A



20. **DEPOSIT** All deposits made hereunder shall be held in escrow by Berkshire Realty Group 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 shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.
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 at law and in equity.
22. **RELEASE BY HUSBAND OR WIFE** N/A
23. **BROKER AS PARTY** N/A
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 whatsoever.
26. **MORTGAGE CONTINGENCY CLAUSE** N/A
27. **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 ensures 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.
28. **LEAD PAINT LAW** N/A
29. **SMOKE DETECTORS** N/A
30. **ADDITIONAL PROVISIONS** The following initialized and/or signed riders, if any, attached hereto, are incorporated by reference.  
1. Addendum A  
2.

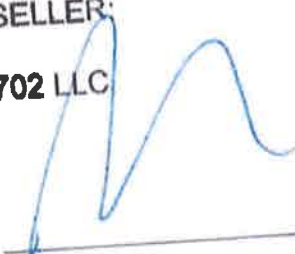
SIGNATURES APPEAR ON THE NEXT PAGE



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

**SELLER:**

**702 LLC**

  
By: William A. Depietri  
Its: Manager

**BUYER:**

**Capital Group Properties LLC, or its Nominee**

  
By: Robert Depietri  
Its: Vice President



## ADDENDUM A

1. This sale is contingent upon Buyer obtaining permits for a minimum of 150 market rate condominium units and 50 affordable condominium units. In the event Buyer is unable to obtain a minimum of 200 condominium unit permits, Buyer may, at its option, withdraw from this transaction and Seller shall forthwith refund all deposits held. All costs and expenses incurred by Buyer in the permitting process shall be borne by the Buyer and not the responsibility of the Seller.
2. Buyer is responsible for the cost and execution of the permitting process.
3. Buyer shall have twelve (12) months from the receipt of a fully executed copy of this P&S in which to obtain all necessary permits ("the Permitting Period"). Buyer may request two (2) extensions of up to six (6) months each from Seller. Buyer's request must be received by Seller no less than thirty (30) days prior to the expiration of the Permitting Period and any extension thereof.
4. The closing shall take place within sixty (60) days of Buyer's receipt of all necessary local, state and federal permits and the satisfactory expiration of all appeal periods.
5. Seller shall be responsible for all off-site mitigation and infrastructure costs incurred in providing a fully complete access roadway to Buyer's parcel, approved and accepted by the Town of Lancaster, prior to Buyer obtaining its first occupancy permit for a residential unit.
6. Buyer and Seller agree they will jointly create an association which will retain ownership of the waste water treatment facility and access road thereto.

Buyer shall be responsible for paying its proportionate share of the costs to construct and maintain the waste water treatment facility which will service all residential and commercial buildings of the project site.

Seller is responsible for 100% of all design and permitting costs and expenses of the waste water treatment facility.

Buyer shall reimburse the Seller for its proportionate share of the construction costs of the waste water treatment facility based upon the following schedule:

- Buyer shall pay 25% of its proportionate share of the total estimated construction costs upon issuance of the Building Permit for the waste water treatment facility.
- Buyer shall pay 25% of its proportionate share of the total estimated construction costs upon completion and satisfactory inspection of the septic field.
- Buyer shall pay 25% of its proportionate share of the total estimated construction costs upon completion and satisfactory inspection of the foundation walls.



- Buyer shall pay 25% of its proportionate share of the total estimated construction costs upon issuance of the Certificate of Completion from all state and local authorities.

• Seller and Buyer to each pay their proportionate share of all maintenance and repair, including capital expenditures of the water treatment facility including the access roads thereto.

The Buyer's proportionate share shall be determined base upon the projected number of sewerage gallons pumped per day into the facility. The calculation will be based upon the number of approved units and the total number of bedrooms approved.



MASSACHUSETTS EXCISE TAX  
Worcester District ROD #20 001  
Date: 11/09/2018 01:28 PM  
Cit# 189752 02128 Doc# 00119765  
Fee: \$21,249.60 Cons: \$4,660,000.00



Bk: 59673 Pg: 28

Page: 1 of 11 11/09/2018 01:28 PM WD

### QUITCLAIM DEED

**NORTH LANCASTER, LLC**, a Massachusetts limited liability company with a place of business at 435 Lancaster Street, Leominster, Worcester County, Massachusetts 01453 (the "Grantor")

For consideration paid in the amount of Six Million Six Hundred Sixty Thousand Dollars (\$6,660,000.00)

Grants to

**702, LLC**, a Massachusetts limited liability company with an address of 259 Turnpike Road, Suite 100, Southborough, Massachusetts 01772 (the "Grantee")

### **with QUITCLAIM COVENANTS**

The land in Lancaster, Worcester County, Massachusetts described as follows:

#### **PARCEL I**

A certain parcel of land located on the westerly side of Lunenburg Road (Route 70) shown as Parcel I on a plan entitled "Plan of Land, Capital Group Properties, McGovern Boulevard, Map 8, Lots 39C & 45, Map 9, Lots 2, 5 & 8A, Map 13, Lots 2, 3, 4, 7 & 8, Map 14, Lots 1, 2, 3, 3A, 3B, 8B, 9D, 11A, 12 & 13, Parcel B-2 & Parcel B-4, Town of Lancaster, Worcester County, Commonwealth of Massachusetts" prepared by Control Point Associates, Inc. dated June 11, 2018 and recorded with the Worcester District Registry of Deeds, Plan Book 937, Plan 77 (the "Boundary Survey").

Being more particularly bounded and described according to the Boundary Survey as follows:

Beginning at the southeasterly point of the parcel at a point on McGovern Brook;

Property Address: off Lunenburg Road, Lancaster, MA.



THENCE	N. 70° 43' 37" W.	a distance of 294.65 feet to a point;
THENCE	N. 14° 17' 24" E.	a distance of 1154.98 feet to a point;
THENCE	N. 59° 06' 34" W.	a distance of 330.00 feet to a point;
THENCE	N. 38° 33' 10" W.	a distance of 224.22 feet to a point;
THENCE	N. 30° 49' 46" W.	a distance of 494.27 feet to a point;
THENCE	N. 40° 06' 11" E.	a distance of 445.00 feet to a point;
THENCE	N. 69° 01' 40" W.	a distance of 788.80 feet to a point;
THENCE	S. 35° 42' 20" W.	a distance of 2452.19 feet to a point;
THENCE	N. 77° 41' 00" W.	a distance of 168.43 feet to a point;
THENCE	S. 81° 16' 50" W.	a distance of 529.80 feet to a point;
THENCE	N. 36° 30' 25" E.	a distance of 1013.96 feet to a point;
THENCE	N. 36° 30' 25" E.	a distance of 294.54 feet to a point;
THENCE	N. 58° 52' 30" W.	a distance of 1029.00 feet to a point;
THENCE	S. 38° 22' 29" W.	a distance of 411.00 feet to a point;
THENCE	S. 38° 22' 29" W.	a distance of 164.87 feet to a point;
THENCE	S. 38° 22' 29" W.	a distance of 1448.93 feet to a point;
THENCE	N. 84° 58' 50" W.	a distance of 256.78 feet to a point;
THENCE	S. 80° 40' 03" W.	a distance of 383.46 feet to a point;
THENCE	N. 46° 06' 34" W.	a distance of 260.70 feet to a point;
THENCE	N. 45° 01' 14" W.	a distance of 739.88 feet to a point;
THENCE	N. 03° 43' 51" W.	a distance of 599.28 feet to a point;
THENCE	S. 74° 02' 23" W.	a distance of 82.44 feet to a point;
THENCE	N. 11° 14' 09" E.	a distance of 1487.58 feet to a point;



THENCE	S. 51° 21' 19" E.	a distance of 288.27 feet to a point;
THENCE	N. 72° 40' 27" E.	a distance of 706.20 feet to a point;
THENCE	N. 72° 40' 27" E.	a distance of 776.87 feet to a point;
THENCE	N. 15° 21' 38" E.	a distance of 1136.94 feet to a point;
THENCE	S. 62° 17' 24" E.	a distance of 1101.53 feet to a point;
THENCE	N. 19° 02' 36" E.	a distance of 95.70 feet to a point;
THENCE	N. 20° 04' 05" E.	a distance of 93.36 feet to a point;
THENCE	S. 70° 06' 43" E.	a distance of 494.00 feet to a point;
THENCE	N. 13° 51' 47" E.	a distance of 528.00 feet to a point;
THENCE	N. 78° 52' 33" W.	a distance of 268.36 feet to a point;
THENCE	N. 23° 08' 59" E.	a distance of 179.78 feet to a point;
THENCE	N. 13° 08' 32" E.	a distance of 166.14 feet to a point;
THENCE	N. 05° 08' 32" E.	a distance of 165.00 feet to a point;
THENCE	N. 62° 08' 32" E.	a distance of 173.25 feet to a point;
THENCE	N. 43° 41' 10" E.	a distance of 369.52 feet to a point;
THENCE	S. 71° 09' 10" E.	a distance of 117.59 feet to a point;
THENCE	S. 08° 01' 53" E.	a distance of 454.09 feet to a point;
THENCE	S. 86° 14' 56" E.	a distance of 200.32 feet to a point;
THENCE	S. 86° 14' 56" E.	a distance of 500.00 feet to a point;
THENCE	S. 03° 41' 34" E.	a distance of 479.24 feet to a point;
THENCE	S. 04° 04' 38" E.	a distance of 121.12 feet to a point;
THENCE	S. 13° 37' 08" W.	a distance of 12.87 feet to a point;
THENCE	S. 89° 40' 56" E.	a distance of 270.87 feet to a point;



THENCE N. 89° 58' 50" E. a distance of 171.16 feet to a point;  
 THENCE S. 03° 54' 02" E. a distance of 584.75 feet to a point;  
 THENCE S. 04° 05' 48" E. a distance of 398.14 feet to a point;  
 THENCE S. 04° 35' 48" E. a distance of 258.89 feet to a point;  
 THENCE S. 22° 05' 48" E. a distance of 675.36 feet to a point;  
 THENCE S. 04° 56' 16" E. a distance of 184.94 feet to a point;  
 THENCE S. 69° 01' 40" E. a distance of 94.56 feet to a point;  
 THENCE S. 40° 06' 11" W. a distance of 315.01 feet to a point;  
 THENCE S. 49° 53' 49" E. a distance of 222.61 feet to a point;  
 THENCE S. 89° 57' 48" E. a distance of 520.47 feet to a point;  
 THENCE S. 89° 57' 48" E. a distance of 112.79 feet to a point on McGovern Brook;  
 THENCE in a southerly direction along McGovern Brook to the point of beginning.

Excepting from the above-described tract the parcel shown as "Map 9, Lot 4, N/F Lands of Thomas F. Burgoyne Cert. 01P0573EP1" on the Boundary Survey.

Parcel I containing 342.826 acres according to the Boundary Survey.

## PARCEL II

A certain parcel of land westerly of Lunenburg Road (Route 70) in Lancaster, Massachusetts shown as Parcel II on the Boundary Survey and being more particularly bounded and described as follows:

Beginning at the most northeasterly point of the parcel

THENCE S. 05° 21' 05" W. a distance of 686.00 feet to a point;  
 THENCE N. 82° 09' 47" W. a distance of 200.88 feet to a point;  
 THENCE S. 88° 35' 10" W. a distance of 58.59 feet to a point;  
 THENCE N. 04° 41' 55" W. a distance of 169.31 feet to a point;



THENCE N. 04° 41' 55" W. a distance of 392.13 feet to a point;  
 THENCE N. 75° 02' 26" E. a distance of 383.42 feet to the point of beginning.

Parcel II containing 4.430 acres according to the Boundary Survey.

### PARCEL III

A certain parcel of land shown as Roadway R on a plan entitled "Definitive Subdivision 'McGovern Place'" prepared by Hannigan Engineering, Inc., 7 Sheets, dated January 23, 2014 and recorded with the Worcester District Registry of Deeds, Plan Book 906, Plan 90 (the "Subdivision Plan").

Reserving to the Grantor, its successors or assigns, for the benefit of lots that abut Roadway R (now McGovern Boulevard) including Lots 14-4G-1, 14-4G-2, 14-4J-1, 14-4J-2 and 14-4C-4 as shown on the plan recorded with said Registry in Plan Book 915, as Plan 30; Lot 14-4C-3-A as shown on the plan recorded with said Registry in Plan Book 927 as Plan 87 and Lots 14-4H-1-A and 14-4H-1-B as shown on the plan recorded with said Registry in Plan Book 927 as Plan 39 the perpetual and non-exclusive right and easement, in common with others entitled thereto, to lay-out, design, construct, install, repair, maintain, replace and use a road and any and all utilities including, without limitation, electric, gas, water, telephone, drainage or cable lines or any appurtenances thereto on, under or within Roadway R as shown on the Subdivision Plan for all purposes for which roads and utilities are commonly used in commercial or mixed-use developments in the Town of Lancaster. Others entitled to the right and easement described in this paragraph as of the date of this Deed include Benters, LLC by deed dated May 13, 2014 and recorded with said Registry of Deeds in Book 52313, Page 272; Avidia Bank by mortgage dated May 13, 2014 and recorded with said Registry in Book 52313, Page 296; Rollstone Bank & Trust by mortgage dated August 29, 2017 and recorded with said Registry in Book 57653, Page 199 and by mortgage dated August 29, 2017 and recorded with said Registry in Book 57653, Page 203; N & K Lancaster LLC by deed dated October 4, 2017 and recorded with said Registry in Book 57848, Page 155; Commerce Bank by mortgage dated October 4, 2017 and recorded with said Registry in Book 57848, Page 160; and Norman L. Brooks, Trustee of the Lancaster 21.6 Acres Realty Trust by mortgage dated December 18, 2015 and recorded with said Registry of Deeds in Book 54818, Page 7; and Resource Capital LLC by mortgage dated September 9, 2015 and recorded with said Registry of Deeds in Book 54278, Page 200.

Together with the perpetual right and easement, in common with others entitled thereto to lay-out, design, construct, install, repair, maintain, replace and use any and all utilities including, without limitation, electric, gas, water, telephone, drainage or cable lines or any appurtenances thereto, on, under or within two (2) twenty-foot strips of land located on both sides of Roadway R as shown on the Subdivision Plan for all purposes for which utilities are commonly used in commercial or mixed-use developments in the Town of Lancaster. Others entitled to the right and easement described in this paragraph



as of the date of this Deed include Benters, LLC by deed dated May 13, 2014 and recorded with said Registry of Deeds in Book 52313, Page 272; Avidia Bank by mortgage dated May 13, 2014 and recorded with said Registry in Book 52313, Page 296; Rollstone Bank & Trust by mortgage dated August 29, 2017 and recorded with said Registry in Book 57653, Page 199 and by mortgage dated August 29, 2017 and recorded with said Registry in Book 57653, Page 203; N & K Lancaster LLC by deed dated October 4, 2017 and recorded with said Registry in Book 57848, Page 155; Commerce Bank by mortgage dated October 4, 2017 and recorded with said Registry in Book 57848, Page 160; and Norman L. Brooks, Trustee of the Lancaster 21.6 Acres Realty Trust by mortgage dated December 18, 2015 and recorded with said Registry of Deeds in Book 54818, Page 7; and Resource Capital LLC by mortgage dated September 9, 2015 and recorded with said Registry of Deeds in Book 54278, Page 200.

#### **PARCEL IV**

A certain parcel of land situated in the North part of Lancaster, containing 14 acres, more or less, and bounded as follows: Beginning at a maple tree by the Nashua River, corner of the Armory farm and thence

N. 5° W.        40 rods to a maple tree, thence

N. 42° E.        19 rods to a stake & stones, thence

N. 17° W        7 rods to a stake & stones, thence

N. 88° W.        44 rods to a stake & stones, thence

S. 2° E.        78 rods to a small basswood tree

Northeasterly 9 rods and a half to a small maple tree, thence

By the river to the bound first named.

Parcel IV is subject to a right of way to Austin R. Divoll, his heirs and assigns as described in a deed dated October 1, 1900, and recorded in the Worcester Registry of Deeds in Book 1660, at Page 522.

Parcel IV is shown on the Lancaster Assessor's records as Map 14, Lot 15.

#### **PARCEL V**

A certain parcel of land situated in the northwesterly part of Lancaster, Massachusetts, shown as Map 8, Lot 42 on a plan entitled "Plan of Land, Capital Group Properties, 0 White Pond Road, Map 8, Lot 42, Town of Lancaster, Worcester County, Commonwealth of Massachusetts" prepared by Control Point Associates, Inc. dated



September 4, 2018 and recorded with the Worcester District Registry of Deeds, Plan Book 937, Plan 98 (the "Map 8, Lot 42 Plan").

Being more particularly bounded and described according to the Map 8, Lot 42 Plan as follows: Beginning at the most southerly point of the parcel;

Thence North 62° 30' 32" West a distance of 1356.53 feet to a point;

Thence North 15° 26' 45" East a distance of 386.10 feet to a point;

Thence South 66° 39' 58" East a distance of 957.17 feet to a point;

Thence North 59° 15' 30" East a distance of 544.50 feet to a point;

Thence South 60° 44' 25" East a distance of 260.42 feet to an iron pipe;

Thence South 07° 28' 19" West a distance of 96.80 feet to a concrete bound with drill hole;

Thence South 43° 41' 10" West a distance of 369.52 feet to a point;

Thence South 62° 08' 32" West a distance of 173.25 feet to a point;

Thence South 05° 08' 32" West a distance of 165.00 feet to a point;

Thence South 13° 08' 32" West a distance of 166.14 feet to the point of beginning.

Map 8, Lot 42 containing 17.265 acres according to Note 2 on the Map 8, Lot 42 Plan.

Parcels I and III are conveyed subject to the terms and provisions of a Water Supply Agreement and Easement between North Lancaster, LLC et als and Lancaster Property Management, LLC dated February 21, 2018 and recorded with the Worcester District Registry of Deeds, Book 58461, Page 11.

Reserving to the Grantor, its successors or assigns, the perpetual and exclusive right and easement to construct, install, operate, maintain, repair and replace tanks (including an existing 200,000-gallon tank) water lines, treatment systems, wells, pipes and other appurtenances now or hereafter located on the Water Easement Area described below including the right to sell, transfer or convey any and all reserved right and easement to any municipality, district or other entity that owns or operates a Public Water System as defined in 310 CMR 22.02 (the "Water Work"), provided in such an event the Grantee, its successors or assigns shall have the right to be served by said Public Water Supply subject to the same fees, costs, rules and regulations applicable to other similarly situated entities served by said Public Water Supply.



The Water Easement Area is shown on Exhibit Sketch A attached to the Water Supply Agreement and Easement recorded in Book 58461, Page 11 as the following:

- (i) The Access, Grading & Utility Easement (Area = 58,116 SF  $\pm$ );
- (ii) The 20 Ft. Wide Utility, Grading, and Construction Easement;
- (iii) A twenty-foot strip of land (unlabeled) located on the southerly side of Parcel 3B;

Grantor agrees to indemnify, defend, and hold Grantee harmless from and against any and all loss, cost, damage, injury, or expense (including, without limitation, reasonable attorneys' fees actually incurred) arising by reason of (i) injury to or death of any person, or damage to or loss of property, occurring on the Water Easement Area in connection with any Water Work conducted by Grantor or Grantor's contractors, subcontractors, employees or agents, and (ii) liens for work or labor performed or materials or supplies furnished, arising out of or in connection with the Water Work.

The Grantor agrees to maintain with respect to the Water Work commercial general liability insurance, including contractual liability coverage, with a combined single limit of not less than \$2,000,000 for injury or death or property damage. The Grantee may increase the required amount of insurance by notice to the Grantor not more than once every five (5) years to an amount consistent with similarly situated properties. A company qualified to do business in Massachusetts shall issue the insurance. The Grantor shall name the Grantee as an additional insured on the policy.

Parcels I and III are conveyed subject to access rights granted to Thomas Burgoyne and Kathleen Duvarney by an easement dated December 3, 2008 and recorded with the Worcester District Registry of Deeds, Book 45331, Page 99; as affected by Grant of Easement dated December 27, 2011 and recorded with said Deeds in Book 48323, Page 144; as further affected by Confirmatory Grant of Easement dated January 23, 2012 and recorded with said Deeds in Book 48433, Page 307; as further affected by Superceding Grant of Easement dated February 6, 2012 and recorded with said Deeds in Book 48502, Page 109; as further affected by Relocation and Grant of Easement dated April 17, 2014 and recorded with Worcester Registry of Deeds in Book 52227, Page 208.

## **PARCEL VI**

The following real estate situated in Lancaster, Worcester County, Massachusetts, bounded and described as follows:

A certain tract of land with the buildings thereon situated in the westerly part of Lancaster, called "Walnut Swamp" on the northerly side of the road from Lancaster to Leominster over "Ballard Hill," containing one hundred eleven acres and fifteen rods, more or less, and is bounded westerly by said road; northerly by land now or formerly



owned by John Crichley and wife as a homestead and formerly known as the Amory farm; easterly on the Phineas Houghton farm and southerly by the Jeremiah Ballard land and is the homestead farm of Galen L. Stevenson, and the same premises described in a deed from America Sawyer to said Stevenson, dated April 20, 1840, and recorded in the Worcester District Registry of Deeds in Book 369, at Page 421.

Except what said Stevenson sold to John and Rebecca Crichly by two deeds, one dated October 30, 1866, and recorded in said Registry, Book 737, Page 628, and the other dated October 1, 1867, and recorded in said Registry in Book 753, at page 364.

Also excepting from the above described tract of land as per plan surveyed by J. Thissell & Son, September, 1892, bounded and described as follows, to wit:- Beginning at a point on the northerly line of the road to Leominster 275.3 feet north of the land of Thomas Lawton; thence N. 13° 45' E. 483.3 feet by land of one Henry Linenkemper to a point; thence N. 76° 58' W. 89.1 feet to a point by land of Linenkemper; thence turning and running by land of said Linenkemper N. 12° 5' E. 944.4 feet to a point; thence turning S. 73° E. 1616.25 feet by estate of Charles Fairbanks to a point; thence turning and running S. 8° 15' W. 463.6 feet by land of William Powers to a point; thence turning and running N. 83° 25' W. 479.2 feet to a point; thence N. 84° W. 169 feet to a point; thence N. 83° 30' W. 328 feet to a point, last three described lines being by land of Thomas Lawton; thence S. 36° 30' W. 1023.67 feet by land of said Lawton to the northerly line of the road to Leominster; thence turning and running north by said northerly line of said road to Leominster 275.3 feet to the point of the beginning.

Subject however to a right of way over the last described tract as now existing from the road to Leominster to the land hereby conveyed with the right to pass and re-pass with teams at any and all times.

Being a portion of the premises conveyed to Grantor by deed of Timothy Dean Sartelle dated February 25, 2011 and recorded in the Worcester District Registry of Deeds in Book 53670, Page 384.

For the Grantor's title see deed from Central Mass Sand and Gravel, LLC in its capacity as Trustee of various trusts dated April 12, 2018 and recorded with the Worcester Registry of Deeds, Book 58659, Page 157; deed from Town of Lancaster dated March 21, 2018 and recorded with the Worcester South District Registry of Deeds, Book 58593, Page 345; deed from Central Mass Sand and Gravel, LLC, as Trustee of Lot 14-3 Realty Trust dated December 18, 2015 and recorded with the Worcester Registry of Deeds, Book 54720, Page 371; deed from Steve Boucher dated October 17, 2017 and recorded with the Worcester Registry of Deeds, Book 57869, Page 132; deed from McGovern Brook Estates, LLC dated September 25, 2013 and recorded with said Registry of Deeds in Book 51600, Page 316; deed from Central Mass Sand and Gravel, LLC as Trustee of Lot 14-11C Realty Trust dated September 23, 2013 and recorded with the Worcester Registry of Deeds, Book 51600, Page 312; deed from Lancaster Property Management, LLC dated April 17, 2014 and recorded with the Worcester District Registry of Deeds, Book 52227, Page 354 and a deed from Central Mass Sand and



Gravel, LLC as Trustee of the White Pond Road Realty Trust to Grantor dated August 8, 2018 and recorded with the Worcester District Registry of Deeds in Book 59232, Page 260. See also Final Judgment dated May 11, 2018 entered in the Worcester Superior Court Civil Action No. 1885CV00306 and recorded with the Worcester Registry of Deeds, Book 58818, Page 179.

Subject to a mortgage from North Lancaster, LLC to Boucher Construction Corp. in the principal amount of \$2,000,000.00 dated September 21, 2018 and recorded with the Worcester District Registry of Deeds in Book 59455, Page 91, which the Grantee assumes and agrees to pay.

This shall confirm that the grantor is not taxed as a corporation in the Commonwealth of Massachusetts.

**[SIGNATURE ON NEXT PAGE]**



Executed as an instrument under seal, this 8th day of November, 2018.

**NORTH LANCASTER, LLC**



By: Steve Boucher, Its Manager

**COMMONWEALTH OF MASSACHUSETTS**

**WORCESTER, ss.**

On this 8th day of November 2018, before me, the undersigned notary public, personally appeared Steve Boucher, in his capacity as Manager of North Lancaster, LLC, proved to me through satisfactory evidence of identification, which was ☐ driver's license ☐ personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of North Lancaster, LLC.

  
Notary Public *Todd Helwig*

My commission expires: *11/30/18*









## 5.1 New England Fund Lender Letter of Interest





MutualOne.com

508.820.4000

PO Box 9006

Framingham MA 01701

Offices in Framingham  
and Natick

November 12, 2021

MassHousing  
1 Beacon Street  
Boston, MA 02108

Please accept this letter of interest from MutualOne Bank as to the financing of a residential development located in Lancaster, Massachusetts. I have known William Depietri, the Principle of Capital Group Properties, for over twenty years and during this time MutualOne Bank has financed projects for him in various Massachusetts communities.

Mr. Depietri has discussed with me his intent to develop his property known as Lancaster Landing in Lancaster, Massachusetts as a 40B development. Given the need for affordable housing in Lancaster as well as the need for smaller, more affordable homes in general in the state, the project appears to have merit. The merits of the project combined with the experience and abilities of Mr. Depietri and his team are appealing to MutualOne Bank and we look forward to working with him going forward.

Please be advised that this letter does not constitute any type of commitment for financing by the Bank with respect to this project. Finalized state and local approvals, plans, budgets, appraisals, current real estate market analysis, and more detailed and comprehensive underwriting must be completed before the Bank can formally consider a commitment on a proposed loan.

Please feel free to contact me at 508.532.8383 if you need me to provide any additional information or clarification to the above.

Sincerely,

MutualOne Bank

  
By: Mark Haranas

Its President and CEO



## 5.2 Market Sale Comparables



## Condominium Listings



**MLS #: 72927323**  
**Status: NEW**  
 3310 Briarwood Village U: 3310  
 Clinton, MA 01510  
**DOM: 1**  
**List \$/SqFt: \$488.17**

**Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$354,900**  
**List Date: 12/12/2021**  
**Orig Price: \$354,900**  
**Taxes: 2021 \$0**  
**Assessed: \$0**  
**Assoc.: Yes \$390/mo**

**Style:** Condo - Low-Rise

**Rooms:** 4

**Beds:** 1

**Baths:** 1f 0h

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Year Built:** 2022

**Living Area:** 727 SqFt

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.



**MLS #: 72897978**  
**Status: ACT**  
 3211 Briarwood Village U: 3211  
 Clinton, MA 01510  
**DOM: 83**  
**List \$/SqFt: \$457.16**

**Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$357,500**  
**List Date: 09/21/2021**  
**Orig Price: \$357,500**  
**Taxes: 2021 \$0**  
**Assessed: \$0**  
**Assoc.: Yes \$390/mo**

**Style:** Condo - Low-Rise

**Rooms:** 4

**Beds:** 1

**Baths:** 1f 0h

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Year Built:** 2022

**Living Area:** 782 SqFt

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.



**MLS #: 72897964**  
**Status: ACT**  
 3110 Briarwood Village U: 3110  
 Clinton, MA 01510  
**DOM: 83**  
**List \$/SqFt: \$497.80**

**Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$361,400**  
**List Date: 09/21/2021**  
**Orig Price: \$354,900**  
**Taxes: 2021 \$0**  
**Assessed: \$0**  
**Assoc.: Yes \$390/mo**

**Style:** Condo - Low-Rise

**Rooms:** 4

**Beds:** 1

**Baths:** 1f 0h

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Year Built:** 2022

**Living Area:** 726 SqFt

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.





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**MLS #: 72927324**

**Status: NEW**

3204 Briarwood Village U: 3204

Clinton, MA 01510

**DOM: 1**

**List \$/SqFt: \$409.82**

🌟 **Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$379,900**

**List Date: 12/12/2021**

**Orig Price: \$379,900**

**Taxes: 2021 \$0**

**Assessed: \$0**

**Assoc.: Yes \$407/mo**

**Style:** Condo - Low-Rise

**Rooms:** 4

**Beds:** 1

**Baths:** 1f 0h

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Living Area:** 927 SqFt

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Year Built:** 2022

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.



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**MLS #: 72897972**

**Status: ACT**

3306 Briarwood Village U: 3306

Clinton, MA 01510

**DOM: 83**

**List \$/SqFt: \$430.62**

🌟 **Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$387,125**

**List Date: 09/21/2021**

**Orig Price: \$379,900**

**Taxes: 2021 \$0**

**Assessed: \$0**

**Assoc.: Yes \$407/mo**

**Style:** Condo - Low-Rise

**Rooms:** 4

**Beds:** 1

**Baths:** 1f 0h

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Living Area:** 899 SqFt

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Year Built:** 2022

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.



📷 x31 🌟

**MLS #: 72897883**

**Status: ACT**

3114 Briarwood Village U: 3114

Clinton, MA 01510

**DOM: 83**

**List \$/SqFt: \$378.99**

🌟 **Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$402,110**

**List Date: 09/21/2021**

**Orig Price: \$399,900**

**Taxes: 2021 \$0**

**Assessed: \$0**

**Assoc.: Yes \$419/mo**

**Style:** Condo - Low-Rise

**Rooms:** 4

**Beds:** 2

**Baths:** 2f 0h

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Living Area:** 1,061 SqFt

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Year Built:** 2022

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.





📷 x31 🏠

**MLS #: 72897949**

**Status: ACT**

3213 Briarwood Village U: 3213

Clinton, MA 01510

**DOM: 83**

**List \$/SqFt: \$385.74**

🏠 **Next Open House:** Saturday, December 18, 11:00 AM - 3:00 PM

**List Price: \$410,046**

**List Date: 09/21/2021**

**Orig Price: \$399,900**

**Taxes: 2021 \$0**

**Assessed: \$0**

**Assoc.: Yes \$419/mo**

**Style:** Condo - Low-Rise

**Outdoor Space:** Yes - Common

**Rooms:** 4

**Beds:** 2

**Baths:** 2f 0h

**Master Bath:** Yes

**Living Area:** 1,063 SqFt

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Year Built:** 2022

**Pets:** Yes w/ Restrictions

**Remarks:** Introducing Briarwood II Condominiums- This building offers a sophisticated design, rarely available in this area! Smart, single level floor plans with open concept & 9' ceilings- choose between 1 Bedroom, 1 Bedroom+den, or 2 Bedroom. Use your fob to access garage parking in building & take the elevator to your floor-- easy as that! Kitchens feature Shaker style cabinetry with soft close, granite countertops, 7" luxury vinyl plank flooring, recessed lighting, stainless steel appliances. Spacious bathrooms with tile shower in 2 bedroom master. Choose your own finishes & options for a limited time only! Step outside to enjoy beautiful views, miles of walking trails & dog park. Condo fees also including internet, cable, water, sewer & all-in master insurance- All of this only 4 miles from 495. All built with the same premium quality finishes as our townhome & single family construction- visit our website to see more photos of previously built homes in this community. July 2022 completion.

**Condominium Listings: 7   Median Liv. Area SqFt: 899   Median List \$: \$379,900   Median List \$/SqFt: \$431   Median DOM: 83**

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## Condominium Listings



📷 x32

**MLS #: 72849989**  
 2111 Briarwood Village U: 2111  
 Clinton, MA 01510  
**DOM: 7 DTO: 7**  
**List \$/SqFt:** \$263.29  
**Sold \$/SqFt:** \$263.37

**Status: SLD**  
**Sale Price: \$320,000**  
**Sold Date:** 07/21/2021  
**Off Mkt:** 06/22/2021

**List Price: \$319,900**  
**List Date:** 06/15/2021  
**Orig Price:** \$319,900  
**Taxes:** 2021 \$3,863  
**Assessed:** \$242,000  
**Assoc.:** Yes \$429/mo

**Style:** Condo - Garden

**Rooms:** 5

**Beds:** 2

**Baths:** 2f 0h

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Outdoor Space:**

**Master Bath:** Yes

**Year Built:** 2006

**Living Area:** 1,215 SqFt

**Pets:**

**Remarks:** OFFER ACCEPTED- OPEN HOUSE CANCELED. Welcome home to The Woodlands Community with luxury one level living at its best! This quiet end unit offers Large master suite with bath and large 2nd bedroom. 2nd full bath has washer/dryer in an oversized closet. Large dining room/living room with lots of natural lighting and screened in porch. Adorable kitchen. One deeded space in heated parking garage with additional outside parking. Beautifully decorated common areas and professionally maintained landscaping. Condo fee includes cable, 160 channels.



📷 x28

**MLS #: 72859071**  
 2110 Briarwood Village U: 2110  
 Clinton, MA 01510  
**DOM: 6 DTO: 6**  
**List \$/SqFt:** \$268.13  
**Sold \$/SqFt:** \$268.13

**Status: SLD**  
**Sale Price: \$323,900**  
**Sold Date:** 08/20/2021  
**Off Mkt:** 07/12/2021

**List Price: \$323,900**  
**List Date:** 07/06/2021  
**Orig Price:** \$323,900  
**Taxes:** 2021 \$3,873.42  
**Assessed:** \$243,000  
**Assoc.:** Yes \$429/mo

**Style:** Condo - Mid-Rise

**Rooms:** 5

**Beds:** 2

**Baths:** 2f 0h

**Garage:** 1

**Parking:** 0

**Fireplaces:** 0

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

**Year Built:** 2005

**Living Area:** 1,208 SqFt

**Pets:** Yes w/ Restrictions

**Remarks:** Welcome Home! Single level living in a park-like setting! Beautiful 2 Bed/2 Bath 1st flr rear facing "Exeter" style unit. Kit offers Corian counters, new ss appliances & an open layout to the dining & living areas allowing you to soak in the natural light & delightful woodland views. Sliders to screened-in balcony that is perfect for reading, dining al fresco, relaxing or just letting the fresh air in. Elegant feel w/ new neutral carpeting & fresh paint throughout. Primary bedrm suite is generous in size w/ a walk-in closet & full bath. Laundry is in main/guest bath for your convenience. Elevator to heated garage w/ 1 deeded parking & storage space! Common parking for guests. Unit has been lovingly maintained by original owner. Condo fees include Comcast cable & high speed broadband internet. Prof landscaping, mature plantings & park. Pet friendly w/ breed restrictions - see attached docs. Restaurants, shopping, conservation area & trails, etc. Convenient to Rtes 62, 495, 290.



📷 x27

**MLS #: 72863914**  
 2204 Briarwood Village U: 204  
 Clinton, MA 01510  
**DOM: 8 DTO: 8**  
**List \$/SqFt:** \$268.87  
**Sold \$/SqFt:** \$273.02

**Status: SLD**  
**Sale Price: \$335,000**  
**Sold Date:** 09/02/2021  
**Off Mkt:** 07/20/2021

**List Price: \$329,900**  
**List Date:** 07/12/2021  
**Orig Price:** \$329,900  
**Taxes:** 2021 \$3,979  
**Assessed:** \$249,600  
**Assoc.:** Yes \$429/mo

**Style:** Condo - Garden, High-Rise

**Rooms:** 5

**Beds:** 2

**Baths:** 2f 0h

**Garage:** 1

**Parking:** 1

**Fireplaces:** 0

**Outdoor Space:** Yes - Common

**Master Bath:** Yes

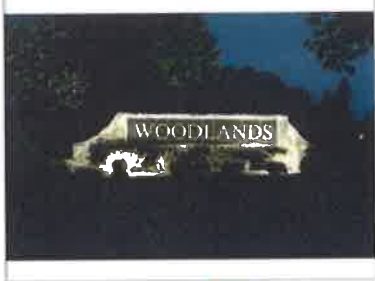
**Year Built:** 2006

**Living Area:** 1,227 SqFt

**Pets:** Yes

**Remarks:** Beautifully appointed "Exeter" style condo at Briarwood Village@The Woodlands! Wonderful single level living in this spacious suite. Beautiful kitchen features white cabinets, granite countertops, tile backsplash, appliances including Bosch dishwasher and high end luxury vinyl flooring. Open concept floor plan with dining/living area with gorgeous engineered walnut hardwood flooring and crown molding, recently painted walls and ceilings throughout, oversized slider to an extra large private screened in porch with wooded views. 2 large bedrooms, one with private bath and large walk in closet. Convenient in unit laundry. Newer vanities and toilets. Dedicated storage area and one assigned underground parking spot in heated garage with central elevator. Condo fee includes MORE than lawn maintenance, trash and snow removal, it INCLUDES Comcast basic expanded cable TV, high speed Internet, town water/sewer, an alarm system for heat/water loss, ALL IN condo insurance/ on site management.





📷 x24 ♿

**MLS #: 72919890**  
 2109 Briarwood Vlg U: 2109  
 Clinton, MA 01510  
**DOM: 9 DTO: 9**  
**List \$/SqFt: \$280.63**

**Status: UAG**  
**Ant. Sale Date: 12/30/2021**  
**Off Mkt: 11/23/2021**

**List Price: \$339,000**  
**List Date: 11/14/2021**  
**Orig Price: \$339,000**  
**Taxes: 2021 \$3,859**  
**Assessed: \$242,100**  
**Assoc.: Yes \$429/mo**

**Style:** Condo - Garden, Mid-Rise  
**Rooms:** 5 **Beds:** 2 **Baths:** 2f 0h **Master Bath:** Yes **Living Area:** 1,208 SqFt  
**Garage:** 1 **Parking:** 1 **Fireplaces:** 1 **Year Built:** 2006 **Pets:** Yes w/ Restrictions

**Remarks:** Don't miss this beautiful single level former model home! Enter the tree lined boulevard to your new home at Woodlands!! Relax in a peaceful oasis "Central Park" or take a brisk walk around the professionally landscaped grounds or go hiking on miles of on-site groomed hiking trails. There's a beautifully appointed lobby along w/central elevator in this quaint mid-rise building. Unwind in style in this sun filled living room w/ kitty corner fireplace & pre-engineered wood floors,crown molding in din/liv/hall.Kit w/upgraded cabinets granite counters, ceramic tile flooring,S/S appliances (including recently replaced Bosch dishwasher) Master bedroom w/vinyl plank flooring, walk in closet & handicap accessible walk in shower, 2nd bedrm w/berber carpeting, 2nd bath w/large laundry/storage closet & full size stackable w/d. Enjoy underground HEATED deeded parking & private storage room! Minutes to 495/290/62 & Highland Commons.If you are looking for maintenance free living, this is it!



📷 x31 ♿

**MLS #: 72775276**  
 605 Devenwood Way U: 605  
 Clinton, MA 01510  
**DOM: 5 DTO: 5**  
**List \$/SqFt: \$216.29**  
**Sold \$/SqFt: \$212.70**

**Status: SLD**  
**Sale Price: \$353,925**  
**Sold Date: 04/05/2021**  
**Off Mkt: 01/23/2021**

**List Price: \$359,900**  
**List Date: 01/15/2021**  
**Orig Price: \$359,900**  
**Taxes: 2020 \$4,562**  
**Assessed: \$294,500**  
**Assoc.: Yes \$390/mo**

**Style:** Condo - Garden, Attached  
**Rooms:** 6 **Beds:** 2 **Baths:** 2f 0h **Master Bath:** Yes **Living Area:** 1,664 SqFt  
**Garage:** 1 **Parking:** 2 **Fireplaces:** 1 **Year Built:** 2004 **Pets:** Yes w/ Restrictions

**Remarks:** Looking for a carefree maintenance free lifestyle that's pet friendly, no AGE restrictions & move-in ready? This is it! Beautiful "Tuscany" style 2ND Flr Villa w/1 Car garage offers grand foyer leading to 2ND Flr entry w/contemporary design. Charming open concept living! Kitchen w/center island along w/ newer appliances, granite, backsplash, flooring luxury vinyl plank & WW carpeting, AC condenser & light fixtures all replaced in 2016, W/D replaced 2017 & HW heater replaced 12/2020! Living rm w/gas FP leads to private covered deck overlooking beautiful landscaped yard! Enjoy generous sized bdrms w/2 full baths, Master suite w/double bowl sinks & walk-in shower, There's a den/office & open loft, Condo fee incl: water/sewer, internet, cable all-in master ins & more! Just 4 miles to RT 495. There's a park for social distance gatherings & adjacent fenced in dog park! Located 4 mi to 495 from Berlin/Clinton exit.

**Condominium Listings: 5 Median Liv. Area SqFt: 1,215 Median List \$: \$329,900 Median List \$/SqFt: \$268 Median DOM: 7 Median DTO: 7 Median Sale \$: \$329,450 Median Sale \$/SqFt: \$266**

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## 6.1 Development Team Qualifications





259 TURNPIKE ROAD SOUTHBOROUGH, MASSACHUSETTS 01772 [www.capitalgroupproperties.com](http://www.capitalgroupproperties.com)

### **DEVELOPMENT PROFILE**

Since 1982, Capital Group Properties, LLC and its principals have been involved in the acquisition, development, management and construction of commercial, retail and residential properties totaling over 7,250,000 square feet of commercial space and over 1,500 single family homes, condominiums and multi-family rental units. Capital Group and/or its principals acted as the development, management or construction management partner for each of the following properties.

#### ***THE COMMERCIAL AND RETAIL PROPERTIES INCLUDE:***

1. **495 Old Connecticut Path, Framingham, MA**  
A 13,000 SF first class office building completed in 1982 and sold in 1989.
2. **One Hollis Street, Wellesley, MA**  
A 40,000 SF first class office building located in downtown Wellesley, completed in 1983.
3. **Boston Post Road, Sudbury, MA**  
A 22,000 SF retail/office complex located in the heart of one of the busiest retail areas in Metro West. The complex was completely renovated along with an 8,000 SF addition in 1983 and sold in 1984.
4. **33 Boston Post Road West, Marlborough, MA**  
A 110,000 SF six story first class office building located at the intersection of Route 495 and Route 20 in Marlborough, MA. Building was completed in 1985.
5. **221 Boston Post Road East, Marlborough, MA**  
A 40,000 SF four story office building located on Route 20 in East Marlborough. The building was completed in 1985.



**6. Bronx Park, Boston Post Road West, Marlborough, MA**

A planned 317,000 SF office/R & D park consisting of three buildings, located ½ mile west of the Route 495/Route 20 Interchange. Phase I was a 111,000 SF two story office/R & D building was completed in 1986 and sold in 1989. Phase II was a 200,000 SF five story first class office building and a 6,000 SF day care facility which were completed in 1989 and sold in 1998.

**7. 44 Front Street, Worcester, MA**

A renovation of a 100-year-old seven story building in the heart of downtown Worcester into a 73,000 SF first class commercial and office building. The building was completed in 1985.

**8. Northwoods Business Park, Danvers, MA**

A planned 500,000 SF office/R & D park located on a 70-acre parcel of land at the intersection of Routes 1 & 114 in Danvers, MA. Building 1, a 65,000 SF two story office/R & D building was completed in 1986. Building 2, a 105,000 SF three story office building was completed in 1988. Building 3, a two story 80,000 SF office/R & D building was completed in 1988. Building 4, a twelve story 186,000 SF office building was completed in 1990.

**9. 182 Turnpike Road, Westborough, MA**

A 24,000 SF two-story first-class office building located on Route 9 in Westborough, MA. The building was acquired in 1984 and sold in 1986.

**10. 63-65 South Street, Hopkinton, MA**

A 64,000 SF renovation and addition to an existing office and warehouse facility located on South Street in Hopkinton, MA. The renovation/addition was completed in 1986.

**11. 360 Church Street, Northborough, MA**

A 12,000 SF first class office building located at the intersection of I-290 and Church Street in Northborough, MA. Building was acquired in 1985 and sold in 1987.

**12. Fox Plaza, Weymouth, MA**

A 27,000 SF retail strip center, located on Route 52 in Weymouth, MA. The completion of construction and management services for a financial client was completed in 1989 and the property was sold in 1993.

**13. 860 Granite Street, Framingham, MA**

An 8,000 SF first class office building located at the intersection of Route 9 and Edgell Road in Framingham, MA. The building was completed and sold in 1985.



**14. Town Center, Cordaville Road, Southborough, MA**

A 32,000 SF retail center, including a US Post Office building was completed in 1998 and sold in 1999. **The center is still managed by Capital Group Properties.**

**15. Deerfoot Office Park, Turnpike Road, Southborough, MA**

A 50,000 SF first class office park located on Route 9 in Southborough, MA. The project was completed in 1999. **The buildings are owned and managed by Capital Group Properties.**

**16. Clock Tower Place, Main Street, Maynard, MA**

A 1,200,000 SF multi building mill renovation into office/R & D/manufacturing facility. The former headquarters facility for Digital Equipment Corporation was renovated and leased from 1999 to 2003 when it reached 95% occupancy. Capital Group sold its interest in the property in 2005.

**17. Park Central, Turnpike Road, Southborough, MA**

A 50,000 SF three story office building located at the intersection of Route 9 and Route 495 in Southborough, MA. The building was completed in 2001 and is **owned and managed by Capital Group Properties.**

**18. Cordaville Office Center, 153 Cordaville Road, Southborough, MA**

A 40,000 SF three story office building located at the intersection of Route 9 and Route 85 in Southborough, MA. The building was completed in 2002 and is **owned and managed by Capital Group.**

**19. Reservoir Nine, Turnpike Road, Southborough, MA**

A three building 205,000 SF first class office park located on Route 9 in Southborough, MA. The project was completed in 2009 and is **owned and managed by Capital Group Properties.**

**20. White's Crossing, Turnpike Road, Southborough, MA**

A 20,000 SF retail center located on Route 9 in Southborough, MA. The building was completed in 2004 and is **owned and managed by Capital Group Properties.**

**21. Post Road Marketplace, Main Street, Northborough, MA**

A 34,000 SF retail center located on Route 20 in Northborough, MA. The building was constructed in 2006 and is **owned and managed by Capital Group Properties.**



**22. Acton Woods, Acton, MA**

An 100,000 SF office/manufacturing facility located on Route 2 in Acton, MA. The building was acquired in 2006, renovated in 2013 and an addition to the building was completed in 2015. The building is **owned and managed by Capital Group Properties.**

**23. Village Square, Pond Street, Ashland, MA**

A planned 80,000 SF multi building retail center to be located on Route 126 in Ashland, MA. The project is currently in the planning stages.

**24. Southville Business Center, Southville Road, Southborough, MA**

An 8,000 SF single story flex building which was completed in 2011 and sold in 2017.

**25. Maynard Crossing, 2-16 Digital Way, Maynard, MA**

Maynard Crossing is a planned 58-acre, 730,000 SF mixed use retail, fitness, entertainment, medical office, senior housing and multi-family residential project. The project was a former Digital Equipment Corporation manufacturing and R & D facility. 500,000 SF of existing buildings were demolished in 2012 and 2013. The project is located at the intersection of Routes 27 & 117 in Maynard, MA. Construction commenced on the project's infrastructure in March 2018, the 180 multi-family apartments in opened in late 2019 and the 143-unit Senior Independent Living facility in June 2020. The 70,000 SF Market Basket grocery store opened in December 2020. Seven of the nine remaining retail/commercial buildings have been completed or are under construction and are leased to tenants including Planet Fitness, Emerson Hospital, 110 Grill, Evviva Trattoria, Dunkin Donuts, The Paper Store and Maynard Wine & Spirits. The development is **owned and managed by Capital Group Properties.**

**26. Oxford Crossing, Sutton Avenue, Oxford, MA**

Oxford Crossing is a 48,000 SF multi building retail project located in the Oxford Crossing Shopping Center anchored by Market Basket and Home Depot at the intersection of Route 395 & Sutton Avenue in Oxford, MA. Construction was completed summer 2015. Tenants include Dollar Tree, Pet Supplies Plus, Kids Zone Dental, Great Clips, Shell Oil, Dunkin Donuts, Ox Bar & Grille, Crunch Fitness and Lux Nails. The buildings are **owned and managed by Capital Group Properties.**



**27. Northborough Crossing- Phase II, Northborough, MA**

A 68,000 SF expansion of the Wegman's and BJ's anchored Northborough Crossing mixed use project at the intersection of Route 9 & Route 20 in Northborough. Project also includes Avalon Northborough 350+ unit apartment complex. Construction was completed in the fall of 2016. Current tenants include: MedPost Urgent Care, St. Vincent's Hospital, Mattress Firm, Margaritas Restaurant, Anzio's Brick Oven Pizza, Mooyah Burger & Fries, Jimmy John's, Mathnasium Learning Center, Lux Nails, Code Ninja, Pure Barre, U Break It I Fix It & Sport Clips. The buildings are **owned and managed by Capital Group Properties.**

**28. 274 Walnut Street, Shrewsbury, MA**

An 8.49-acre mixed use development at the intersection of Route 9 & Walnut Street in Shrewsbury, MA. The development includes and 84 unit assisted living/memory care facility which was developed by LCB Senior Housing, a 3,300 SF veterinary clinic, a 6,500 SF dental building and three single family homes. The assisted living facility opened in 2018, the veterinary clinic and dental building will open in 2021

**29. 150 Cordaville Road, Southborough, MA**

A 42,000 SF light industrial building located on Route 85 in Southborough, MA. The building was acquired in 2011. Renovations to the building were completed in 2013. The building is **owned and managed by Capital Group Properties.**

**30. 144 Turnpike Road, Southborough, MA**

A 100,000 SF three story office building located on Route 9 in Southborough, MA. The building was acquired in 2018. The building is **owned and managed by Capital Group Properties.**

**31. 700 South Main Street, Sharon, MA**

A 103,000 SF grocery anchored shopping center located at the intersection of I-95 & South Main Street in Sharon, MA. Current tenants include Shaw's Supermarket, Dunkin Donuts, Citizens Bank, Liquor World, Dollar Tree, Burn Boot Camp and Kinder Care. The building was acquired in 2018. The building façade, signage and common areas were completely renovated in 2019 and is 100% leased. The building is **owned and managed by Capital Group Properties.**



**32. Capital Commerce Center, McGovern Blvd, Lancaster, MA**

A 350-acre site at the intersection of Routes 2, 70 & I-190 in Lancaster, MA. The project currently in the state & local approval process. Proposed uses include approximately 2,450,000 SF of distribution/industrial space, commercial space, retail space and a 150-unit multi-family rental community. Construction is scheduled to commence early 2022. The property is **owned and managed by Capital Group Properties.**

**33. Airport Industrial Park, Airport Boulevard, Marlborough, MA**

An 18-acre, 20 lot light industrial park located on the site of the former Marlborough Airport. The site was acquired in late 2018, approvals were received in the summer of 2019 and the infrastructure construction commenced in the fall of 2019. The park's roadway & utility system was completed in the fall of 2020 with the first lot has been sold to the New England Center for Children shortly thereafter. Currently 7 additional lots are under agreement and 2 light industrial buildings are under construction and will be ready for occupancy mid-2021. The property is **owned and managed by Capital Group Properties.**

***THE RESIDENTIAL PROPERTIES INCLUDE:***

**1. River Watch, Danvers, MA**

A 168-unit mid-range town house condominium project on a twenty-acre site at the intersection of Routes 128 and 35 on the Crane River in Danvers, MA. The project was approved in 1986 and sold in 1987.

**2. Bartlett's Reach, Amesbury, MA**

A 65-unit luxury condominium project on a 100-acre site in Amesbury, MA. The project was approved and sold in 1986

**3. Vickery Hills, Southborough, MA**

A 40-unit senior housing project located in Southborough, MA. The project was started in 2003 and completed in 2006.

**4. Deerfield Estates, Lumber Street, Hopkinton, MA.**

A 47-unit senior housing project located on Lumber Street in Hopkinton, MA. Construction was started in 2005 and the final phase was completed in 2014.

**5. Riverbend Crossing, North Andover, MA**

A 43-unit midrise Active Adult condominium project built on the Shawsheen River in North Andover, MA. Construction started in 2004 and sell out was achieved in 2006.



**6. Mahoney Farms, Sudbury, MA**

A 33-unit senior housing project located in Sudbury, MA. Construction started in 2006 and the final phase is scheduled to be completed in 2014.

**7. Grouse Hill, Sudbury, MA**

A 53-unit senior housing project located in Sudbury, MA. Construction started in 2007 and the final phase was completed in 2012.

**8. Salisbury Hill, 727 Salisbury Street, Worcester, MA**

A 280-unit senior housing project in Worcester, MA. Capital Group acquired the project in late 2011. Currently 84 units have been built and sold at the project. The re-design of the final phases, 117 units, have been modified and approved by the City to meet current market demand. Construction on the next phases will commence in the summer of 2021.

**9. Mauro Farms, Cook Lane, Marlborough, MA**

A 27-lot single family residential development located in Marlborough, MA. Construction on the project commenced in 2011 and completed in 2015.

**10. The Residences at West Union, West Union Street, Ashland, MA**

A planned 120-unit multi-family rental project. The property was acquired in 2013 and was sold in 2018.

**11. Park Central, Southborough, MA**

A 100-acre master planned mixed use project which will include a 188-unit multi-family rental community and a 126 unit for sale condominium project, a hotel as well as a commercial office building and a retail pad site. Construction is scheduled to commence in 2022.

**12. Millwood Preserve, Framingham, MA**

A planned 129-unit 55+ condominium development located on the 68-acre Millwood Farms Golf Course. The project received final Planning Board approval in April 2019. Phase 1 & 2 infrastructure and unit construction has commenced. Over 80 units are currently under agreement with initial closings scheduled for summer 2021. The property is **owned and managed by Capital Group Properties.**

**13. Stonebrook Village, Oregon Road, MA**

A 15-unit duplex and detached 55+ condominium development located close to Route 9 and the Mass Turnpike. The first units were occupied in the fall of 2018 and the project is sold out.



***THE FLORIDA RESIDENTIAL PROPERTIES INCLUDE:***

**1. 6900 Airport Pulling Road, Naples, Florida**

27 lot single family homes and home sites currently being marketed for sale. Prices start at 41,500,000.00

**2. Quail West, Naples Florida**

Four single family residential homes in a development where some home sales exceed \$4,000,000.00.

**3. Hill Tide Estates, Boca Grande, Florida**

Nineteen single family waterfront residential home sites in Boca Grande's newest single-family waterfront development. Projected sellout of the lots is estimated to be over \$40,000,000.

**Capital Group Properties** also provides third party development, architectural, management, construction services and brokerage services to clients.



## 6.3 Request for Fair Housing Experience





## CAPITAL GROUP PROPERTIES

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6.3

At this stage, it is most likely that Capital Group Properties will contract with SEB Housing, a firm with a long and extensive history fulfilling state and federal standards for fair housing, to manage the fair housing process and prepare the Affirmative Fair Housing and Resident Selection Plan.



## 6.4 Applicant's Certification





## CAPITAL GROUP P R O P E R T I E S

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6.4

Regarding the positive response to the question of "Is there pending litigation with respect to any of the Applicant Entities?":

**RESPONSE:** In 2020 applicant Capital Group Properties, LLC filed a civil action in Worcester Superior Court; "Capital Group Properties, LLC, Plaintiff vs. Thomas Christopher, Defendant" Civil Action No. 20CV0248, for defamation and injunctive relief against the Defendant, Thomas Christopher from publishing false statements against Plaintiff, Capital Group Properties, to public officials of the Town of Lancaster and others.



## 6.5 Signed Certifications & Acknowledgement



## Certification and Acknowledgement

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

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

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities?	Yes
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities?	No
Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	No
Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements?	No
Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof?	No

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

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

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

Signature: 

Name: William A. Depietri

Title: Manager

Date: 03/23/2022



## **7.1 Narrative Describing Communications with Municipal Officials**





# CAPITAL GROUP

## PROPERTIES

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### 7.1

Capital Group Properties has met with Town officials numerous times in person and remotely since 2019 to review various iterations of the project and has identified the necessary mitigants which would be needed through work done for more intensive proposals for the site. It has held meetings or corresponded with the Lancaster Planning Board, Conservation Commission, Town Administrator's Office, Economic Development Committee, and Affordable Housing Trust a multitude of times and has been able to identify potential areas of concern over the various iterations of development plans which are mitigated in the proposed plan. Of particular note is that many of the proposal iterations have included significant residential components, allowing the team a head start in identifying the impact of this type of development on the site. The development team looks forward to addressing identified and new concerns of residents and Town officials as they come up during the process and is excited to utilize its expertise to ensure that the new communities at the 702, LLC property off of McGovern Boulevard are of the highest quality.



## **7.2 Evidence that a Copy Was Sent to the CEO of a Municipality**





# CAPITAL GROUP

PROPERTIES

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## 7.2: Evidence that a copy was sent to CEO of municipality

As allowed, a certified mail receipt will be provided after submission of the application electronically to MassHousing showing that the application package has been mailed to the Chair of the Lancaster Select Board who is the chief elected official. We will also be mailing a copy of the package to the Town Administrator.



## 7.3 Copy of Notice of Application Sent to DHCD





April 26, 2022

Jennifer Maddox, Undersecretary  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

**Re: The Landing Lancaster – A Capital Group Properties Development  
Site Eligibility & Acceptance Application Filing**

Ms. Maddox:

This letter is to notify you that on April 26, 2022, we submitted the site eligibility acceptance package that is being filed with regard to the above referenced proposed affordable housing project. *The Landing Lancaster* will consist of 200 units in (2) 4-story buildings and a clubhouse with a children's play area and a park. The unit breakdown is 40 one-bedroom, 80 two-bedroom, and 80 three-bedroom units, totaling 200 units of which 50 units will be affordable, consistent with MGL Ch. 40B.

The project will consist entirely of much needed homeownership units. A clubhouse with a children's play area, amenities area, and gathering areas, a dog park, walking paths, and a connection to the Cook Conservation Area trail system along the Nashua River with over 5 miles of trails are proposed. The access road will be through McGovern Boulevard with is controlled by the proponent. The total project area for the 40B will comprise approximately 22.98 acres and will have a density of 8.70 units per acre. The property contains approximately 0.01 acres of wetlands and 0.12 acres of Flood Hazard Area. The project is expected to take up approximately 25.09% of the total lot area.

The property is located in a Residential Zone at the rear, westernmost part of 702, LLC's land off of McGovern Boulevard in Lancaster, MA. The closest major road is Route 70 and the McGovern-Route 70 (Lunenburg Road) intersection is about a mile south of Route 2 exit 103, allowing the planned residences rapid access to commuting routes in all directions. The proposed buildings will be within walking distance of the commercial/logistics and retail portions of the overall master plan, which will provide employment at a mix of income, education, and skill levels. A bus stop will be created as a part of the neighboring logistics development and will be accessible to residents through the sidewalk network.



The land is presently an active sand and gravel operation and is highly disturbed. The natural grades, existing trees, and proposed landscaping and buffer, as well as the distance of the development from Lunenburg Road and the White Pond Road residential neighborhood, will provide excellent screening.

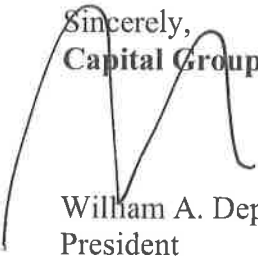
Regarding utilities, the project will be serviced by a water line extension that was signed with the City of Leominster and an onsite wastewater treatment facility. All units will be serviced by gas heat.

Copies of the application package have been forwarded to the Chair of the Lancaster Select Board and the Town Administrator. Over the last several years, we have held meetings or corresponded numerous times with the Lancaster Planning Board, Conservation Commission, Town Administrator's Office, Economic Development Committee, and Lancaster Affordable Housing Trust to discuss the overall development of this site.

Assuming that MassHousing issues a site approval letter for *The Landing Lancaster*, we will then authorize our engineer to begin the site design process. When the plans are complete, we will file a Comprehensive Permit application with the Lancaster ZBA.

Any requests for additional information should be directed to Robert Depietri, Development Manager at 508-768-7972 or [rjdepietri@cgpllc.net](mailto:rjdepietri@cgpllc.net).

Sincerely,  
**Capital Group Properties, LLC**



William A. Depietri,  
President

Enc.



## 7.4 Evidence of ACH/Wire Transfer Receipt





**Wire Transfer of Funds Notice**

**OUTGOING DOMESTIC WIRE**

**Deposit Account**

**XXXXXXXXXXXXXXXX2761**

702 LLC  
259 TURNPIKE ROAD SUITE 100  
SOUTHBOROUGH, MA 01772

Processing Date: 12/20/2021  
Time: 12:06PM

**The Following Information Was Sent For: Regular Transfer of Funds**

Originator: ID#: XXXXXXXXXXXXXXX2761  
702 LLC  
259 Turnpike Road Suite 100  
Southborough, MA 01772-0000

Wire Amount: \$7,650.00  
Wire Fee: \$25.00  
Total: \$7,675.00

Beneficiary: ID#: XXXXXXXXXXXXXXX5913  
Mass Housing  
General Lockbox  
One Beacon St  
Boston, MA 02108

Wire Charged To: XXXXXXXXXXXXXXX2761  
Fees Charged To: XXXXXXXXXXXXXXX2761

**Additional Wire Information:**

Reference: 20211220000092 Originator to Ben: Application Processing Fee Receiving Bank: 0260-0959-3 BANK OF AMERICA, N.A., NY Branch: 22

**Dear Valued Customer:**

Above is the information transmitted regarding a wire transfer which has been posted to your account. Should you have any questions regarding this wire, please feel free to call the Electronic Banking Department at (508) 599-5680.





### SECURE EMAIL WIRE NOTIFICATION SETUP FORM

Help us go green! You can receive wire receipts/confirmations of incoming and/or outgoing wires via secure email. If you would like to receive receipts/confirmation through secure email, please complete and return this form to us. A personal identification number ("ePin") will be assigned to an Email Recipient(s) to access the secure email wire notifications.

**Please complete and return this form to:**

Middlesex Savings Bank  
Electronic Banking Department  
P.O. Box 5210  
Westborough, MA 01581

Once this service is activated, you will no longer receive wire receipts/confirmations through U.S. postal mail. If the email address(es) listed below becomes compromised and/or should be changed, you must contact us immediately at 800-776-2356. These email addresses will reside in our wire processing system only and will **not** change your email address for other Bank services, such as Online Banking, etc.

☐ New ☐ Modification

<b>Customer/ Company Name:</b>			
<b>Address:</b>			
<b>Primary Contact:</b>		<b>Telephone Number:</b>	
<b>Account Number(s):</b>			

<b>Email Recipient Name:</b>	<b>Email Address:</b>

<b>Authorized by:</b> <i>(Print Name of Customer or Authorized Corporate Officer/Company Owner, if Business)</i>	
<b>Signature:</b>	
<b>Date:</b>	

<b>Bank Acceptance:</b>	<b>Date:</b>
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## **7.5 MHP Technical Assistance/Mediation Fee**



**CHECK HERE IF MOBILE DEPOSIT**