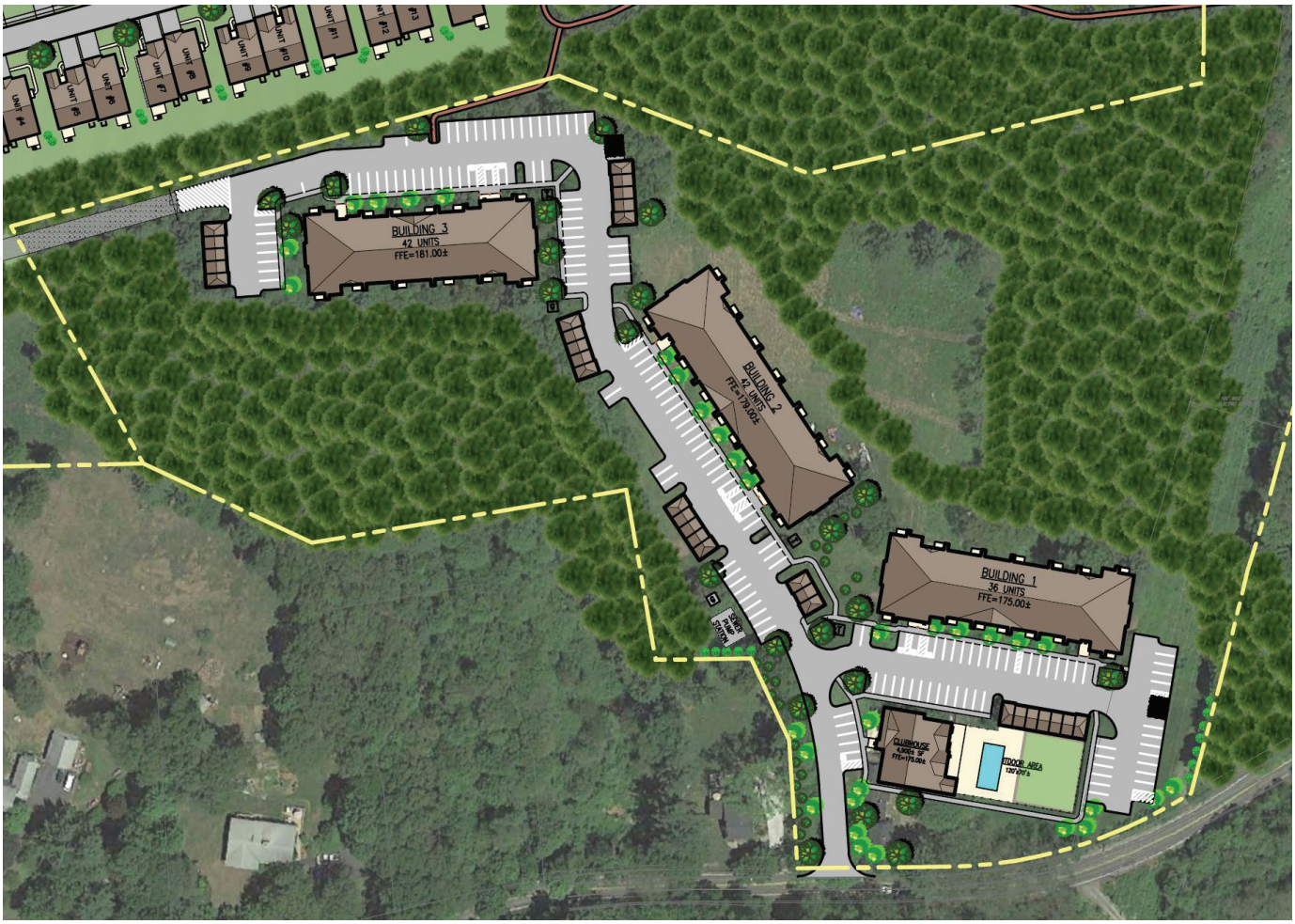
BAYSTONE
DEVELOPMENT

Coolidge Crossing

Comprehensive Permit Application



Submitted to:

Sherborn Zoning Board or Appeals

October 2020

October 15, 2020

Jacklyn R. Morris, Town Clerk
Town of Sherborn
19 Washington Street
Sherborn, MA 01770

Richard S. Novak, Chairman
Sherborn Zoning Board of Appeals
19 Washington Street
Sherborn, MA 01770

Re: Coolidge Crossing Comprehensive Permit Application ("Application")
Property at 84-86 Coolidge Street, Weston, MA, Sherborn Assessor's Map 5, Parcel 54 and Map 5, Parcel 55.

Dear Ms. Morris and Chairman Novak:

On behalf of Baystone Sherborn, LLC (the "Applicant"), I am pleased to present to the Town of Sherborn, this Comprehensive Permit Application submitted pursuant to Massachusetts General Laws Chapter 40B, §§20-23 (the "Act") and its associated regulations for "Coolidge Crossing", a multifamily rental development at the above reference property. Enclosed herewith is one original of the Application and accompanying full-sized plan set. Also included is a check for the filing fee of $750. Under separate cover, we are providing 5 copies of the application materials and plan sets (1 full-sized plans and 5 half-sized) together with an electronic copy of the Application and its plans. Coolidge Crossing will be developed as a 120-unit rental development on a 15.2-acre site located off Coolidge Street. In connection with the project, the Applicant will create a limited dividend entity to own and develop the Project.

We look forward to working with the Town of Sherborn through the Comprehensive Permit process. In accordance with the regulations, the public hearing on the application is to be held within thirty (30) days of receipt of the Application. Please let us know should you have any questions regarding the Application.

Sincerely,
Baystone Sherborn, LLC

Todd S. MacDowell
Manager

Coolidge Crossing

Table of Contents

Cover Letter
Table of Contents

A. Sherborn ZBA Application Form

B. Coolidge Crossing Project Application

I. Summary of Applicant, Project Proposal, Local Need and Request for Issuance of Compressive Permit

A. Applicant
B. Development Proposal / Existing Conditions
   1. Project Site and Locus
   2. Proposed Development
C. Local Need
D. Proposed Findings of Fact
E. Request for Comprehensive Permit

II. Jurisdictional Requirements

A. The Applicant / Limited Dividend Entity
B. Site Control
C. Project Eligibility

III. Report on Existing Conditions and Summary of Conditions in Surrounding Areas, 760 CMR 760 56.05 (2)(B)

IV. Project Narrative

A. The Buildings
B. Stormwater
C. Landscaping
D. Lighting
E. Utilities
F. Energy Efficiency
G. Housing Goals
H. Advancement of Master Plan Goals
I. Traffic Impact

V. Exhibits:

1. Project Team Bios
2. Project Eligibility
3. Site control
4. Site Plans
5. Site Locus
6. Site Photos
7. Abutters list
8. Architectural Plans and Elevations
9. Traffic Impact and Access Study
10. List of Waivers Requested
11. Certificate of Organization

SUMMARY OF COMPRENSIVE PERMIT APPLICATION

SHERBORN
BOARD OF APPEALS

APPLICATION FOR HEARING

Name of Petitioner: Baystone Sherborn LLC

Address: c/o Baystone Development LLC, 21 Center Street, Weston, MA 02493

E-mail address: tmacdowell@baystonedevelopment.com

Daytime telephone: 781-894-9898

(Optional) Cell phone: _____

(Optional) additional contact information (+ e-mail), (ie: ☐ contractor, ☐ architect, ☐ builder or ☒ attorney):

Stephanie Kiefer, Smolak & Vaughn, (978) 682-5220, skiefer@smolakvaughn.com

Name of Owner 84: Coolidge Crossing LLC 86: Aaron Paddock and Ada Hau Paddock

Address/Location of Property 84 & 86 Coolidge Street, Sherborn, MA 01770

Assessor Map # 5 Parcel # 54 & 55 Registry Book # _____ Page # _____

Zone for property: RA Overlay District _____ Date lot created _____

Date structure(s) on lot constructed (including any additions): #84 - 1880, #86 -1933
*Structures built prior to 1945 require Historic Commission sign off

Is property within 100 feet of wetlands, 200 ft. of stream or in flood plain? ☒ Yes ☐ No
If 'yes', requires Conservation Agent sign off

Applicant is ☐ owner, ☐ agent, ☐ tenant, ☐ prospective tenant, ☐ licensee ☒ prospective purchaser

Type of Permit requested: ☒ residential or ☐ commercial

Select: ☐ Special Permit ☐ Variance ☐ Amendment
Please attach and/or be prepared to demonstrate compliance with MGL Ch. 40A, Sect. 10 ☐ Repetitive Petition

☐ Appeal Building Inspector Decision*
*(Attach copy of the decision or other written notice received from the Building Inspector.)

☒ Comprehensive Permit, MGL Ch. 40B
For Comprehensive Permit applications, see "Comprehensive Permit, requirements for submission"

June 26, 2014

Present Use Residential Proposed Use Multifamily rental residential

List nonconformities related to lot/structure(s) in application:

Use and additional items shown in list of waivers

Complete description of proposal, and what relief you seek from the Zoning Board:

You may attach a rider with additional information

Coolidge Crossing will be a luxury rental apartment home community featuring 120 one, two and three-bedroom apartment flats with on grade exterior and some garage parking. Community Amenities will include a clubroom, fitness center with yoga room, business center, conference room, outdoor heated pool, outdoor fire place and grills.

Applicable Section(s) of Zoning By-Law NA

▶Please feel free to attach any additional information relative to the application.

Additional information may be requested by the Board at any time during the application or hearing process.

Signature of Petitioner — date 10-14-2020

Signature of Owner, if not Petitioner — date 10/14/20

Please list any additional owners:

Signature of Owner, if not Petitioner — date

Please list any additional owners:

Present Use Residential Proposed Use Multifamily rental residential

List nonconformities related to lot/structure(s) in application:

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Signature of Petitioner — date 10-14-2020

Signature of Owner, if not Petitioner — date

Please list any additional owners:

Signature of Owner, if not Petitioner — date 10/14/20

Please list any additional owners:

I. SUMMARY OF APPLICANT, PROJECT PROPOSAL, LOCAL NEED AND REQUEST FOR ISSUANCE OF COMPREHENSIVE PERMIT

A. Applicant

Baystone Sherborn, LLC (the "Applicant" or "Baystone") is a limited liability company organized under the General Laws of the Commonwealth of Massachusetts, with a principal address at 21 Center Street, Weston, Massachusetts. A copy of Applicant's Certificate of Organization is enclosed herein. Baystone's affiliate, Baystone Development LLC, is a well-established real estate development and investment company, with over 30 years of residential development experience, including 40B development.

The Applicant respectfully requests that all notices from the ZBA in connection with this Application be sent Todd MacDowell, Baystone Development, 21 Center Street, Weston, MA 02493 and Stephanie Kiefer, Esquire, Smolak & Vaughan, LLP, 21 High Street, Suite 301, North Andover, MA 01845.

Additional background information on the Applicant is attached hereto in Exhibit 1 (Development Team Bios)

B. Development Proposal / E sting Conditions

Coolidge Crossing is a proposed rental residential community consisting of 120 multifamily rental units together with project amenities such as clubhouse, gym facility, pool, open terrace, bicycle parking and related infrastructure to be located on a 15.2- acre portion of real property, consisting of portions of the properties known and numbered as 84-86 Coolidge Street, Sherborn, MA (the "Property"). These lots are depicted as Lots 54 and 55 on a plan entitled "Tax Map." The Property is otherwise shown on the Preliminary Site Plans dated October 15, 2020, prepared by Civil Design Group, LLC which plan is attached to the appended hereto in Exhibit 4.

(1) Project Site and Locus

The proposed Coolidge Crossing development is located on Coolidge Street in Sherborn, MA in the Residential RA zoning district. The land area is 15.2 acres, which consists of portions of two existing lots at 84 and 86 Coolidge Street, Sherborn, identified as Lots 55 and 54 on Tax Map 5. For reference, Map and Tax Lot shown in Exhibit 5. Context Photos shown in Exhibit 6

As shown on the plans, the existing 84 and 86 Coolidge Street parcels will be divided such that a small rear portion of 84 Coolidge Street will be retained by Pulte Homes for use as open space associated with Pulte Homes' adjacent Meadowbrook Commons elderly and affordable housing project as such zoning was approved at Sherborn Town Meeting. On the portion of 84 Coolidge Street to be included within the Baystone Project, there presently is a deteriorated house at the front of the lot, setback from Coolidge Street, which will be removed. Likewise, there is an existing house at 86 Coolidge Street, similarly near the public way. A

separate lot for the 86 Coolidge Street dwelling is being created, which will be zoning compliant and not included as part of the Project Site.

For further information regarding the Project Site, please see the more detailed information contained in Section III below.

(2) **Proposed Development**

The Coolidge Crossing project is a multifamily rental residential community to be located on the 15.2- acre site. The Project, including landscaping, parking, lighting and other amenities, is to be constructed on the Property in accordance with a set of plans, consisting of eleven (11) sheets, Project Site Plans, dated October 15, 2020, prepared for Baystone Development by the Civil Design Group (the "Preliminary Site Plans"). The Preliminary Site Plans are attached hereto as Exhibit 4

Site access is proposed from the main full driveway on Coolidge Street. A second, emergency, gated access is located further to the rear of building 3 connecting to the Pulte access road. The Project's design includes three (3) multifamily buildings set back from Coolidge Street. The multifamily buildings are proposed to contain three stories apiece, and to have a low roof style. The dwelling units will consist of a mix of one-bedroom, two-bedroom and three-bedroom units, ranging in size from 783 square feet to 1,347square feet. As part of the on-site amenities, the project includes a clubhouse building, an outdoor pool and terrace area with a fire pit, grilling areas and dog park. The total building finished square footage is estimated to be approximately 131,346 sf. A summary of unit type and size can be found on page 1 in Exhibit 8. A Tabulation of ground coverage, paved areas and open space can be found on page 1 in Exhibit 4.

The clubhouse will be the first building upon entry to the Property and will be 1 ½ stories tall to keep with the residential proportions of its neighbors. This building along with the landscaped area will screen the front residential building. The clubhouse building will be set back over 70 feet from Coolidge Street while the first residential building will be set back more than 170 feet from Coolidge Street. The three residential buildings are designed to be set back from the road, and positioned to minimize the views into the Project site from the public way. For instance, the second residential building, consisting of 42 units, is located perpendicular to Coolidge Street, minimizing the view, if any, from Coolidge Street. While the building layout within the Property minimizes the views from Coolidge Street, the internal site design and location of the buildings maximizes views for the residents. Buildings 1 and 2 are situated to overlook the open fields behind them, providing an open and natural view. The third residential building, which houses 42 units, is located behind a large wooded area to again maximize the residents' views of the surrounding natural environment. This third structure likely will not be notably visible from Coolidge Street.

Project amenities include the Clubhouse building, approximately 4,959 square feet in size, which will include a leasing office, a gym, a co-working area, lounge, chef's kitchen along with an outdoor pool with terrace, grilling area and fire pit.

Each residential building will have two entrances with one elevator and a mail and package room. Parking is proposed as surface parking as well as approximately 30 garages spaces, located adjacent to the buildings, and there will be approximately 1.66 spaces per unit or about 0.91 spaces per bedroom. The buildings will contain a total of 120 units, of which 42 are 1-bedroom units ranging from 783 -809 square feet, 66 are 2-bedroom units ranging from 1,065 – 1,197 square feet and 12 are 3-bedroom units that are 1,347 square feet. Elevation and floor plans are shown in Exhibit 8.

Twenty-five percent (25%) of the housing units, 30 housing units, will be available to households earning no more than 80% of Area Median Income, adjusted for household size, for this Area. There will be no difference in units finishes between market and affordable units. All 120 units will be eligible to be counted on the Town of Sherborn's Subsidized Housing inventory.

The project design recalls and respects the rural character of the area, but it offers a decidedly residential feel. Decks will be arrayed around the buildings, allowing residents to enjoy views of the outdoor setting from their homes. Buildings 1 & 2 are aligned to overlook a field in the rear while Building 3, overlooks the woodlands.

The architecture will follow the Modern Farmhouse style. Elements, such as double hung windows, eaves and gables, from traditional farmhouses will be simplified and updated using current materials and appearance. The style reflects an embrace of simplicity and practicality, like pitched roofs that sheds snow or a deep porch for relaxing. These elements are spread out across the buildings to differentiate areas on the elevations creating a residential scale which offers a warm, welcoming presentation. This nod to the traditional farmhouse will relate to the surrounding rural area while remaining current with the expectations of the residents.

Sustainable elements of the site include the utilization of existing and recycled materials and native plant species, the reclamation of surface run-off into rain gardens, interpretive elements, public access and seating, and low level and shielded lighting. Bike racks will be located at each building including the clubhouse.

C. Local Need

According to figures compiled by the Massachusetts Department of Communities and Development (DHCD), Sherborn's subsidized housing inventory represents slightly less than 2.5% of the Town's total housing stock, which is below the ten percent (10%) threshold established by the Massachusetts Comprehensive Permit Law (Chapter 40B) and 760 CMR 56.03(3)(a). As the proposed project is a rental project, all 120 units would qualify under the SHI inventory, bringing the municipality above the 10% affordability goal.

The Applicant believes the proposed Project fulfills a number of important objectives:

1. To fulfill an important need for affordable housing by developing a community for individuals and families, that maximizes the number of affordable units by balancing the

financing resources and long-term operational costs using the expertise of a development team which is knowledgeable and committed to building and managing quality housing.

2. To develop building designs that will work in character with the surrounding neighborhood.

3. To provide a supply of needed affordable housing which, if approved, may mean that the Town has attained a level of 10% of the Town's housing stock as affordable for purposes of the DHCD's Subsidized Housing Inventory.

The proposed plan for the Project is to create a diverse project containing one-, two- and three-bedroom units serving the rental needs of individuals and families. We are sensitive to the unique environment and location of the development in the context of the neighborhood.

D. Proposed Findings of Fact

The Applicant respectfully requests the Zoning Board of Appeals to make the following proposed findings of fact in connection with this Application:

1. The Applicant is eligible to receive a Subsidy from a Subsidizing Agency (Massachusetts Department of Housing and Community Development), which administers the Local Initiative ("LIP") Program after a Comprehensive Permit has been issued;
2. The Project is fundable by a Subsidizing Agency within the meaning of Section 56.04(1)(b) of the Chapter 40B Regulations since the Subsidizing Agency, DHCD, issued a written Determination of Project Eligibility under a Low or Moderate Income Housing subsidy program;
3. The Applicant controls the site, as evidenced by the Purchase & Sales Agreements attached hereto (Exhibit x), sufficient to qualify it as a recipient of a Comprehensive Permit for this Project as required under Section 56.04(1)(c) of the Chapter 40B Regulations; and,
4. The Project as proposed in the Application and other supporting documentation is "Consistent With Local Needs" within the meaning of Massachusetts General Laws, Chapter 40B, Section 20, and Section 56.02 of the Chapter 40B Regulations (760 CMR §56.02).

E. Request for Comprehensive Permit

The Applicant, the Property and the Project are more particularly described in the plans, drawings and other exhibits included with this Application, and also submitted under separate cover with this Application, and which may be supplemented by the Applicant during the hearing process, all of which are incorporated herein by reference and constitute the documents required to be submitted by the 40B Regulations (760 CMR § 56.05), as well as the requirements of the Town of Sherborn Zoning Board of Appeals.

For the reasons presented in this Application, and the additional reasons that the

Applicant will present at the scheduled public hearing on the Application, the Applicant respectfully requests that the Zoning Board of Appeals, after complying with the procedures as required by law, including G.L. c.40B, §§20-23, and 760 CMR 56.00 et seq. vote to make the Findings of Fact set forth in Section 1.D above, and issue a Comprehensive Permit to the Applicant for the proposed Project.

II. JURISDICTIONAL REQUIREMENTS

A. The Applicant/Limited Dividend Entity

The Applicant agrees to conform to the "reasonable return" requirements of Chapter 40B and the Chapter 40B Regulations which, in turn, require that the Applicant conform to the requirements of the Subsidy being proposed by the Subsidizing Agency. The Regulatory Agreement will stipulate that the Developer "shall be limited to a reasonable return relative to the total development costs" as required by Chapter 40B and 760 CMR 56.04(8)(c)

B. Site Control

The Applicant's control of the Property within the meaning of 760 CMR 56.04(1)(c), is evidenced by DHCD's issuance of a written determination of Project Eligibility (Exhibit 2), and is further evidenced by the purchase and sale agreement attached hereto in Exhibit 3.

C. Project Eligibility

As evidenced by the written determination of Project Eligibility issued by the DHCD, pursuant to 760 CMR § 56.04(7), the Project is presumed fundable under the Local Initiative Program (LIP) administered through the DHCD. A copy of the DHCD Project Eligibility Letter, dated October 14, 2020, is attached hereto in Exhibit 2

III. REPORT ON EXISTING SITE CONDITIONS AND SUMMARY OF CONDITIONS IN SURROUNDING AREAS, 760 CMR 760 56.05(2)(B)

Please also refer to the Preliminary Site Plans submitted for this project prepared by Civil Design Group, dated October 15, 2020 in Exhibit 4.

Location and Topography

The Property is a 15.2-acre parcel of land, consisting of two lots, 84 and 86 Coolidge Street[1], in Sherborn, Massachusetts. See Exhibit 5 – Tax Map. The Property is within the Residential RA Zoning District. At present, each 84 Coolidge Street and 86 Coolidge Street are developed with a single-family home on each parcel, with the balance of the lands being either open field or woodland. The portion of 86 Coolidge Street improved by the dwelling will be a separate, free-standing lot. Similarly, a portion of back portion of 84 Coolidge Street will be

[1] As presently configured, 84 and 86 Coolidge Street are approximately in 22 acres total. A portion of each 84 Coolidge and 86 Coolidge Street will be carved out from the Project site, resulting in a 15.2-acre site for Applicant's 40B project. In particular, a small portion to the rear of 84 Coolidge will be combined with the Meadowbrook Common development advanced by Pulte Homes. Likewise, the portion of 86 Coolidge which is improved with a single-family dwelling will be carved out as an independent zoning lot. The remaining area of 84 and 86 Coolidge Streets comprise 15.2 acres of the project locus. See Exhibit 4 Preliminary Site Plans.

retained by Pulte Homes as open space for its Meadowbrook Commons residential development, and is not part of Applicant's project site. The remaining portions of 84 and 86 Coolidge Street, i.e., the Project Locus, comprise 15.2 acres. Context Photos shown in Exhibit 6 and an abutters list is provided in Exhibit 7.

The Property has more than 400 feet of frontage on Coolidge Street and extends back more than 950 feet. The existing dwelling (at 84 Coolidge Street) is in disrepair and will be taken down. A powerline easement runs along the southern edge of the Property; the area under the powerline easement is mowed to allow access by the easement holder to maintain the powerlines. The balance of the 15.2-acre Property consists largely of open field or woodland. Wetland areas have been delineated to the west and north of the Property.

Elevations of the site range from a high of 220 feet toward the rear of the Property and gently slopes down to a low point of 168 feet. Existing Conditions Plan is shown in Exhibit 4 on plan "Existing Conditions".

Wetland Features

The site contains two wetland resource areas; the first wetland area runs along the northwest border of the Property and a second area exists along the southern edge of the Property. On site wetland resource areas are limited to +/- 2.3 acres of the land area or 15% of the Property. These wetlands areas are shown on Existing Conditions plan in Exhibit 4.

A review of the information available through Mass GIS and the Natural Heritage and Endangered Species on-line data viewer determined no presence of estimated or priority habitat area, vernal pools, flood plain or any other jurisdictional resource area other than the above-referenced wetland resource areas.

Surrounding Area

The Property abuts a Town Forest with walking trails known as "Peter's Hill" to the south, and also abuts Town land to the east that abuts Rockwood Road, which provides a direct public walking connection to the Town's Recreation Fields (soccer and baseball) known as "Laurel Farms". Natural dirt trails are planned for walking/hiking that will connect to adjacent properties under the Eversource power easement and to the rear of the property connecting to the planned trail on the Pulte Development. Please see the proposed trails on page 5, Site Plan, of Exhibit 4.

Along the eastern edge of the property is a high-tension line easement controlled by Eversource. The area under the powerlines has been cut and cleared for security and access to the lines by Eversource.

Across the street is a wooded area which is part of the Sweet Meadow Farm land, an active farm and garden stand, which offers horse riding lessons year-round to children. Sweet Meadow Farm also hosts summer camps for children, and also functions as a pet supply store and a farm stand when in season.

To the north of the parcel is an undeveloped lot with direct access onto Coolidge Street. Also to the northeast are two single-family homes up a large hill located off of on Rockwood Road. The homes in the immediate area are all on multi-acre parcels, even though the underlying zoning is single family, one-acre minimum. It is projected that the only abutter (due to existing trees and distances) that could see the developed Project from their property is the immediate neighbor, owning/residing at the 86 Coolidge Street home. As part of its planning process, the Applicant previously discussed with the existing resident the 40B project proposal and reached an agreement to carve out the 86 Coolidge Street dwelling to remain on a separate lot outside the development proposal.

The site fronts on Coolidge Street and is located about 1.5 miles from the West Natick MBTA stop (the closest location for any of Sherborn) and is about 1.5 miles from Roche Brothers and Walgreens in Natick at Rt 135.

The Natick Mall and Mass Pike Exit 13 are approximately 3.8 miles away (again, the closest location for all of Sherborn to major roadway).

Additional amenities in close proximity to the Project include Dowse Orchards less than 1 mile from the site as well as Cochituate State Park and the Town Forest. Shopping is conveniently nearby with Roche Brothers, CVS and Walgreens all within 1.5 miles as well as Sherborn downtown village.

The Natick Mall and Mass Pike Exit 13 are approximately 3.8 miles away (again, the closest location for all of Sherborn to major roadway).

A Traffic Impact and Access Study performed by MDM Transportation Consultants, dated September 2020, is attached at Exhibit 9 further describing traffic patterns in the area of the project locus.

IV. PROJECT NARRATIVE

A. The Buildings

The Coolidge Crossing will include a total of four buildings: three multifamily buildings, each containing approximately 40 apartment units[2], mail room and elevator and a clubhouse building, featuring a chef's kitchen, gym/yoga studio, co-work space and meeting/reception room as well as a leasing office. The total building finished square footage is estimated to be approximately 131,346 sf.

The multifamily buildings are proposed to contain three stories apiece. The dwelling units will consist of a mix of one-bedroom, two-bedroom and three-bedroom units, ranging in size from 783 square feet to 1,347 square feet. The clubhouse, which is to be located closest to Coolidge Street (setback approximately 70+ feet) is designed to be only 1.5 stories, to blend in

[2] Building 1 will contain 42 units; Building 2 will contain 42 units and Building 3 will contain 36 units.

with heights of adjacent residential structures in the vicinity. The three residential buildings are designed to be set back from the road, and positioned to minimize the views into the Project site from the public way.

B. Stormwater

Stormwater management improvements for the Project are detailed on the Preliminary Site Plans attached hereto in Exhibit 4. Stormwater will be managed on the site via an underground infiltration system and surface infiltration/detention ponds. The system will be designed to capture and infiltrate the required water quality volume and recharge volumes, thus ensuring the post- development peak discharge rates do not exceed the pre-development peak discharge rates. The stormwater system will be designed to be in full compliance with Massachusetts Department of Environmental Protection Stormwater Management Standards.

C. Landscaping

Landscaping will highlight natural plant material and help reduce the scale of the surrounding building elements. Landscaping is strategically utilized at the ground level throughout the Property to screen views into the site from Coolidge Street, block headlights from automobiles and serve as a buffer with neighboring properties. All landscaping is intended to be low maintenance, drought tolerant and primarily native while providing seasonal interest throughout the year and minimizing water demand.

Additionally, in order to help breakup the mass of the three-story multifamily buildings when viewed from the public way, the buildings are set far back from Coolidge Street, with the clubhouse building to be located closest (setback 70 feet) to Coolidge Street. Shown in Exhibit 4, "Landscape Plan".

D. Lighting

Site lighting will be designed to provide safe and pleasant lighting for pedestrian and vehicular circulation throughout the site, while minimizing any potential for glare or spillage of lights off-site. Lighting design will incorporate strategically placed lower wattage fixtures with glare blocking shields as necessary on the Property. Light sensor systems will ensure that lights are only operating at appropriate times. Lighting will be consistent with lighting for similar multifamily dwellings within the surrounding neighborhood and related areas. Shown in Exhibit 4, "Site Lighting".

E. Utilities

Coolidge Crossing would be utilizing the telephone, gas line and electric available on Coolidge Street.

The Applicant is participating in negotiations for an agreement with the Town of Natick to provide sewer service to this project. The Applicant is also participating in similar negotiations for agreement with the City of Framingham to provide water to this project. It is anticipated that both water and sewer lines would come from the rear of the site through Pulte's

proposed Meadowbrook Commons project. In accordance with 760 CMR 56.05(2)(f), a Utilities plan sheet prepared by the Applicant's Civil Engineer is included at Exhibit 4.

A private sanitary sewer pump station is proposed on site that would discharge via a force main to a gravity line to the Natick public sewer system.

F. Energy Efficiency

Coolidge Crossing will meet many, if not most, of the Commonwealth's Sustainable Development Principles (SDP). As designed, the project concentrates development on Coolidge Street in an area where public water and sewer access is being negotiated and developed with neighboring communities and via inter-municipal agreements. The Project is following an efficient permitting path (SDP3) utilizing the LIP and Comprehensive Permit Process and the decision making will be reflective of the needs identified in the community planning efforts to ensure the interests of future generations are not compromised (SDP2). With its efficient use of land (SDP5) and compact design, the project will protect environmentally sensitive lands (SDP4) by concentrating development.

The Project will seek to implement energy conservation measures (SDP5) and promote the reduction of waste and pollution. The project will identify economically feasible opportunities to promote clean energy (SDP9) and energy conservation strategies for the long-term maintenance of the buildings. The project design will seek to maximize energy efficiency and meet Energy Star Standards through the use of Energy Star Appliances, heating and cooling systems, lighting, water consumption and properly installed insulation and windows where economically feasible. The project design will seek to identify and include elements of green design as final plans and specifications are created. The developer will look to include solar panels where economically viable. As final plans, specifications and finishes are determined in conjunction with the architect, we will work to provide a product that limits maintenance and provides long term energy efficiency.

The project also follows smart growth planning ideals as the site is accessible to all regional transportation choices (SDP7) via the proposed MWRTA bus stop at the site to connect to the West Natick train station

G. Housing Goals

The Coolidge Crossing project is consistent with the local, regional and state plans to create additional affordable housing units that will result in long-term benefits to the Town of Sherborn and the Commonwealth of Massachusetts (SDP10). It will clearly expand housing opportunities in Sherborn (SDP6) to meet the needs of people of all abilities, income levels and household types in a manner that is compatible with the community's character and vision. Coolidge Crossing will create local construction jobs and provide a new population of local citizens in a high-quality residential project to support and provide an economic boost to the area (SDP8) without negatively impacting the character of the neighborhood.

H. Advancement of Master Plan Goals

The Project advances the goals and strategies identified by the Town within its Master Plan and the Housing Production Plan, approved in 2017. In particular, the Coolidge Crossing project will advance certain Housing Goals set out in the Town's Master Plan. Specifically, the Master Plan's first Housing Goal is to guide development of affordable housing to fulfill state [40B] requirements "in a manner that maximizes local initiatives and minimizes adverse economic and environmental impacts." (Master Plan, p. 41). To achieve this goal, the Master Plan recommendations include advocating use of the LIP process, working collaboratively with project developers during the planning process (Master Plan, p. 45, Recommendation B.1) and achieving and maintaining safe harbor status over the long term through town-initiated or collaborative affordable-housing development (Master Plan. p. 46, Recommendation D). The Applicant's rental project, in collaboration with the Town's support, will allow the Town to achieve the State goal of 10% affordable housing and likewise allow the Town to achieve safe harbor status, which thereby allows the Town to control and shape the nature and scope of housing development in Sherborn in the coming years.

The Master Plan documents as its second Housing Goal the increase in the diversity of housing options. (Master Plan, p. 46). As reported in the Master Plan, the current housing stock is largely dominated by expensive, single family homes on large, high maintenance lots. Id. In an American Community Survey (2011-2015), it was estimated that 92% of Sherborn's units are detached single-family homes. The inclusion of multi-family rental housing provides a necessary housing alternative as it will provide both affordable and market rate rental options for Sherborn residents.

The Coolidge Crossing project proposal is complimentary in addressing noted key findings, needs and strategies contained within Sherborn's Housing Production Plan (HPP) concerning local housing conditions. Specifically, the HPP notes that 92% of the housing stock is single-family detached homes and approximately 94% of all residential units are owner-occupied with no vacant units estimated to be available for rent, indicating a significant shortage of rental units. Coolidge Crossing would provide 120 units of rental housing, of which 25% would be affordable to low- and moderate-income families and 100% of which would count toward Sherborn's SHI numbers, thus addressing the imbalance in housing options.

Likewise, two of the HPP's "key needs," i.e., the need to create a more diverse housing stock including multifamily and the need to foster rental apartments at all market levels including for households up to 80% AMI, is met by the Coolidge Crossing project. Within the HPP's identified strategies, the plan suggests that the municipality foster regional cooperation to extend public water/sewer from neighboring towns to support specific town-approved affordable housing. Again, in collaboration with the adjacent Meadowbrook Commons project being advanced by Pulte Homes, the Applicant's project proposal presents that opportunity to allow for inter-municipal agreements with the Natick and Framingham for water and sewer.

I. Traffic Impacts

As discussed in Exhibit 9, the Traffic Impact and Access Study, the proposed residential development will be accommodated well within capacity of Coolidge Street with no discernable impact to traffic flow and at operating levels that are considered acceptable for suburban locations. The assessment indicates traffic increases for the proposed project represents a

nominal increase in area roadway volumes.

V. EXHIBITS

Exhibit 1 – Development Team Bios
Exhibit 2 – Project Eligibility Letter, dated October 2020
Exhibit 3 – Site Control Documents
Exhibit 4 - Preliminary Site Development Plans, 760 CMR 56.05(2)(a) and 56.05(2)(f)
Exhibit 5 – Aerial, Site Location & Tax Map
Exhibit 6 – Context Photographs
Exhibit 7 – Abutters List
Exhibit 8 –Preliminary Architectural Plans
Exhibit 9 – Traffic Impact and Access Study, September 2020, MDM Transportation Consultants
Exhibit 10 – Request for Zoning Waivers, 760 CMR 56.05(2)(h)
Exhibit 11 – Certificate of Organization

VI CONCLUSION

The Applicant respectfully requests the Board, after complying with the procedural requirements as provided by law, issue to the Applicant a Comprehensive Permit for the proposed development. The Applicant looks forward to presenting the Coolidge Commons project to the Zoning Board at the scheduled public hearing for this Application.

Tabulation of Proposed
Building Type, Size, Square Footage and Ground Coverage
October 2020

Building Type	*Number of Units*	*Number of Stories*	*Number of Bedrooms*	*Gross Square Feet (GSF)*
Residential Buildings				
Low-rise Buildings				
Building 1	42	3	68	41,958 ±
Building 2	42	3	74	43,650 ±
Building 3	36	3	68	38,952 ±
Subtotal	**120**		**210**	**131,346** ±
Non-Residential Buildings				
Clubhouse	N/A	1.5		4,959 ±
Parking Garage	N/A	1		8,069 ±
Subtotal				**13,023** ±
Total Project				**144,369** ±

Summary of Site Coverage

Site Area (Acres)	15.2 ac ±
Site Area (Square Feet)	661,579 ±

Use	*Ground Coverage (Square Feet)*
Proposed Buildings	64,573 ±
Surface Parking and Other Paved Surfaces	102,315 ±
Open Space	494,691 ±
TOTAL	661,579 ±

Note: All Gross Square Feet (GSF) estimates for proposed buildings are approximate and based upon Preliminary Plans.

Exhibit 1

Project Team Bios

Development Team

Applicant	**Baystone Sherborn, LLC**
Name	**Todd S. MacDowell**
Address	**21 Center Street, Weston, MA 02493**
Phone	**781-894-9898**
Email	**tmacdowell@baystonedevelopment.com**

Architect	**R.A. Schaefer & DM White**
Name	**Rob Schaefer**
Address	**PO Box 447 112 Elm Street, Goffstown, NH 03045**
Phone	**603-497-3405**
Email	**rasarch@comcast.net**

Engineer	**Civil Design Group**
Name	**Matt Leidner**
Address	**21 High Street, Suite 207, North Andover, MA 01845**
Phone	**978-794-5400**
Email	**matt.leidner@cdgengineering.com**

Attorney	**Smolak & Vaughn LLP**
Name	**Stephanie Kiefer & John Smolak**
Address	**East Mill, 21 High Street, Suite 301, North Andover, MA 01845**
Phone	**978-327-5215**
Email	**skiefer@smolakvaughan.com**

Landscape Architect: **Hawk Design**

Name	**Thom Minor & Pat Kelly**
Address	**P.O. Box 1309, Sandwich MA 02563**
Phone	**508-833-8800**
Email	**thom@hawkdesigninc.com**

Marketing/Lottery Agent **SEB Housing**

Name	**Brian Engler**
Address	**257 Hillside Ave, Needham, MA 02494**
Phone	**617-782-2300 x 203**
Email	**brian@sebhousing.com**

Traffic Consultant : **MDM Transportation Consultants**

Name	**Dan Dumais**
Address	**288 Lord Road, Suite 280**
Phone	**508-303-0370**
Email	**ddumais@mdmtrans.com**

Developer / Applicant:
Baystone Sherborn LLC / Baystone Development LLC

Baystone Development is a regional leader in real estate investment and development. Over the last 35 years, our team has built projects that have revitalized a downtown, re-established a hospital and restored open space in suburban communities.

Baystone's principals have established a legacy of being skilled professionals in all real estate disciplines. We have mastered the ability to integrate the community's needs, attributes, and character to further enhance each project's success. Collectively, the Baystone team has developed and/or permitted over 2 million square feet of commercial space and over 4,000 dwelling units with an aggregate value over $1.2 Billion. The Team is known for some of the most successful projects in New England including Longview Place, Legacy Farms and Children's Hospital Boston at Waltham.

We achieve this through an entrepreneurial approach to real estate development, one that is focused and hands-on. Baystone's ability to synthesize a community's characteristics and integrate such progressive elements as smart growth, sustainable practices, and transit-oriented development benefits the community and the investment. Our projects are widely recognized, by the community and the market, as superior properties. Our team draws on their extensive experience in order to minimize risk and maximize value. In the process, we continue to set new standards for quality repositioning, adaptive re-use, and ground up construction.

Baystone Development, LLC is located at 21 Center Street, Weston, MA 02493. The main contact phone number is 781-894-9898 and its website is www.BaystoneDevelopment.com.

Roy S. MacDowell Jr.
Roy has a 40+ year history of success in real estate investment, development and management, having personally developed and/or permitted more than 2 million square feet of commercial space, including more than 4,000 dwellings. He served as a Director on the board of Sterling Bank during a period when it grew from $250 million to over $1 billion in total assets before being sold to Fleet Bank. He is the founder of The MacDowell Company, Inc., a leading landscape architectural and construction firm.

Roy S. MacDowell III
Roy has over 20 years of real estate development experience and has been a member of the Baystone team since 2001. Roy is involved in all aspects of Baystone Development's business, including site acquisition, financing, permitting, design, and construction. He is also involved in managing the firm's multifamily portfolio.

Todd S. MacDowell
Todd has spent the last 17 years working in the real estate market. Todd is responsible for leading the pursuit and execution of new business opportunities and development activities. While involved in all aspects of Baystone's business, he plays a leadership role in the creation, planning, and implementation of the strategic vision and growth of Baystone Development. Todd is also a certified LEED GA and is the firm's expert in sustainable practices.

Erick I. Swenson
Erick has been with the Baystone team for over 15 years. His responsibilities include project management, permitting, site research and feasibility analysis. Erick combines his experience in architectural design and site design to provide the firm with a clear and comprehensive vision of what a project can accomplish both visually and financially. Erick has more than 17 years of onsite experience in construction management and site development.

Architect:
R.A. Schaefer & W.M. White Architects

The firm of R.A. Schaefer & D.M. White, Architects has endeavored to challenge that attitude. Since its inception in 1989, this company has worked with clients whose intent is to design, construct and market residential products that range from multi-family three, four and five story structures, attached townhomes, single family homes, publicly financed elderly housing, to assisted living and nursing facilities. They strive to meet each client's goal: to make a profit while delivering a good quality product. To this end both R.A. Schaefer & D.M. White, Architects and their clients have been very successful. They design projects that are functional, meet the target market, are aesthetically pleasing and can be built for the proposed budgets. It is a small firm in personnel, but a major player in the design of all types of multi-family projects.

R.A. Schafer & D.M. White, Architects believes that the contract documents are the primary means of communication that helps makes a successful project. Knowing how to put the information on paper leads to constructing the projects with the least amount of conflict or misunderstandings. Most of the firm's clients are developers and contractors. The firm speaks their language and know how to design within budgets. This attention to detail makes the jobs run smoothly, a benefit to all parties involved. For the clients the proof is in the final product and for the firm, a continuous working relationship with the same client on new projects is evidence of a job well-done.

Civil Design:
Civil Design Group, LLC

CDG is a civil engineering consulting firm specializing in commercial, residential, industrial, municipal, athletic, and mixed-use development projects throughout the Northeast and Mid-Atlantic. Our multi-skilled professionals provide quality innovative engineering services throughout all phases of a project, from land planning through design and permitting through construction. CDG routinely represent clients in securing federal, state, and municipal permits and approvals and provides professional representation in front of municipal boards and commissions. Recognizing that every project presents a unique set of challenges, CDG maintains strategic business partnerships with a vast network of professionals in wide range of related disciplines, enabling us to quickly assemble project teams tailored to the specific needs of a given project.

Matt Leidner, Principal

Mr. Leidner is a principal and co-owner of Civil Design Group, LLC. Mr. Leidner's engineering career includes almost two decades of experience designing, permitting, and overseeing construction of a diverse mixture of projects of all sizes and levels of complexity throughout New England and the mid-Atlantic. Mr. Leidner's professional land development experience includes thousands of residential housing units ranging from single family homes to large apartment buildings, national retail establishments, commercial institutions, and industrial facilities. Mr. Leidner's career includes years of experience with prominent Boston area civil engineering firms and more recently as the owner of an engineering company providing clients with civil engineering planning, design, permitting, and construction services.

Attorney:
Smolak and Vaughan LLP

Smolak & Vaughan LLP has extensive experience in the area of affordable and multifamily housing. Our experience includes analyzing and structuring complex deals, coordinating projects of significant scope and complexity, and providing counsel throughout the development process. We actively represent owners and lenders in all aspects of multifamily and affordable housing. Representation includes comprehensive project analysis, obtaining approvals and funding from government subsidizing agencies and other governmental authorities, obtained approvals under conventional zoning, obtaining Comprehensive Permits under Chapter 40B and other regulatory approvals, serving as a liaison with local, state and federal government agencies, representing developers before the Housing Appeals committee and courts, and closing construction and permanent loans for borrowers and lenders. The Firm has also participated in commenting on, and drafting proposed modifications to, the updated Comprehensive Permit Regulations and related 40B Guidance issued by the DHCD. Founding member, John Smolak has served as a member of the DHCD's Homeownership Advisory Group which was established to review current multifamily housing policy within Massachusetts.

John T. Smolak, Esq.

John Smolak is a Partner and Co-Founder of Smolak & Vaughan LLP. His practice is concentrated in the areas of land use, environmental, and real estate development law. John brings to his practice particular expertise in governmental permitting, structuring public/private partnerships with state and local governments on behalf of for-profit and non-profit developer clients involving complex mixed-use redevelopment projects, and securing zoning and non-zoning approvals for projects frequently involving federal and state tax incentives and subsidies, urban redevelopment projects, religious and educational facilities, and office and industrial projects.

A significant portion of John's current development practice involves working with clients on affordable and market-rate multifamily residential projects. He also regularly advises clients on environmental compliance with federal, state, and local laws governing oil or hazardous materials, solid waste and recyclable materials, water pollution control, occupational health and safety, and historic preservation matters.

Stephanie A. Kiefer, Esq.

For the past twenty-five years, Stephanie Kiefer focuses her legal practice on land use and environmental law. Over the course of her legal career, Ms. Kiefer has been involved in broad ranging projects and associated permitting of wetlands, waterways, sewer and septic, endangered species and MEPA, traditional zoning and subdivision permitting as well as alternate zoning schemes, such as housing developments under General Laws Chapter 40B and Chapter 40R. In addition to permitting work, Stephanie reviews projects to assess zoning and environmental legal opinions. She has also served as special environmental counsel in real estate conveyancing transactions, involving hazardous waste releases and clean-up, brownfields redevelopment and rehabilitation of existing developments.

Stephanie was an active member in the permitting team of one of the first smart growth zoning developments in the Commonwealth and likewise was a part of the permitting team for the first Tax Credit Exchange program development with funding through the ARRA, reviving developments which faltered with the collapse of the tax credit market.

Exhibit 2

Project Eligibility Letter

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Charles D. Baker, Governor ◆ Karyn E. Polito, Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 14, 2020

Mr. Eric Johnson, Chair
Board of Selectmen
19 Washington Street
Sherborn, MA 01770

Mr. Todd MacDowell
Baystone Development
21 Center Street
Weston, MA 02493

RE: Coolidge Crossing, Sherborn, MA
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Messrs. Johnson and MacDowell:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed Coolidge Crossing project has been approved. This approval is based on your application that sets forth a plan for the development of 120 rental units. The proposed rents for the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Department of Housing and Community Development (DHCD) staff has performed an on-site inspection of the proposed project sites on October 1, 2020. DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of LIP, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Sherborn housing market;

5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;
6. The project sponsor and the development team meet the general eligibility standards of LIP; and,
7. The project sponsor has provided evidence of site control.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

Please provide us with a copy of the comprehensive permit as soon as it is issued. The DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer, and DHCD prior to starting construction.

As stated in the application, the Coolidge Corner project will consist of 120 units, 30 of which will be affordable; all will be eligible for inclusion in the Sherborn subsidized housing inventory. The affordable units will be marketed and rented to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans;*

2. Any changes to the application it has just reviewed and approved, including but not limited to alterations in unit mix, rents, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;

3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and

4. The Town shall submit to DHCD the finalized details of the comprehensive permit.

As the Coolidge Crossing project nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Sherborn Board of Selectmen a project cost examination for the comprehensive permit project.

This letter shall expire two years from this date or on October 14, 2022, unless a comprehensive permit has been issued.

We congratulate the Town of Sherborn and Baystone Development on your efforts to work together to increase the Town's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,

Catherine Racer
Associate Director

cc: David Williams, Town Administrator
Richard Novak, Chair, Zoning Board of Appeals
Office of the Chief Counsel, DHCD

Enc.

Exhibit 3

Site Control Documents

- **Purchase and Sales for 84 Coolidge Street**
- **Purchase and Sale of 86 Coolidge Street**
- **Pulte Purchase and Sale with deed holder**

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter, together with the Rider hereto, referred to as this "Agreement") has been entered by the Parties as of this 13th day of April, 2020 (the "Effective Date")**.**

1. PARTIES AND MAILING ADDRESSES

Aaron Paddock and Ada Hau Paddock of 86 Coolidge Street, Sherborn, MA 01770 (hereinafter referred to as the "SELLER"), agree to sell and **Baystone Sherborn, LLC of 21 Center Street, Weston, MA 02439** (together with its successors and assigns, hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land and real property and improvements thereon located at 86 Coolidge Street, Sherborn, MA 01770 containing approximately 6 acres as more particularly described in the deed recorded with the Middlesex South County Registry of Deeds, in Book 65427, Page 212 (hereinafter referred to as the "Premises" or the "Property").-

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, draperies, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures unless excluded below, mantels, outside television antennas, fences, gates, trees, shrubs, plants, refrigerator, and all appliances, with no exclusions.

Specifically Excluding: wood stove insert, Reeds Ferry shed, formal dining room chandelier, light fixture at the bottom of the stairs, and light fixture in the second floor hallway.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee or assignee designated by the BUYER by written notice to the SELLER before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record, insurable 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 the delivery of such deed;
(c) Any liens for municipal betterments assessed after the date of this Agreement;
(d) Easements, restrictions, reservations and other matters of record as of the date of this Agreement (other than any mortgages, judgments, attachments, mechanics liens, or other monetary liens or encumbrances).

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 to said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to file and record the deed and to enable BUYER to obtain such certificate of title.

7. PURCHASE PRICE

The agreed to purchase price for said Premises is Eight Hundred Seventy Five Thousand Dollars ($875,000.00), of which

$43,750.00 are to be paid by BUYER as a deposit within three (3) business days of the date hereof (the "**Deposit**"); and

$831,250.00 are to be paid at the time of the delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by wire transfer.

$875,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12:00 o'clock p.m. on the date (the "Closing Date") that is thirty (30) days after the Approvals Date (as defined in the Rider), but in no event later than the Outside Closing Date (as defined below), at the office of counsel for BUYER or through a customary closing escrow arrangement, unless otherwise agreed upon in writing (the "Closing"). It is agreed that time is of the essence of this Agreement. Notwithstanding the foregoing, BUYER shall have the right, exercisable in its sole discretion, to advance the Closing Date to an earlier date by providing ten (10) business days written notice to Seller of Buyer's desired Closing Date. "Outside Closing Date" shall mean the date that is the earlier to occur of: (a) the date that is two (2) years after the date of this Agreement (as such date is subject to extension pursuant to Section 35(c) of Rider A), or (b) the date that BUYER commences construction on the portion of the Project (as defined in Rider A) located on 84 Coolidge Street, Sherborn, MA.

9. POSSESSION AND CONDITION OF PREMISES

Except for the Seller as more particularly set forth in the Rider, full possession of said Premises free of all leases, licenses, tenants and occupants (and for clarity, with all materials, supplies and personal property of any tenants or occupants removed from the Premises), is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were on the date of this Agreement, reasonable use and wear thereof excepted, and (b) not in violation of building, zoning or environmental laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof. The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

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, and the time for performance hereof shall be extended for a period of up to thirty (30) calendar days. Seller shall not be required to spend more than $ $4,375 to make the premises conform cure title issues with the exception of voluntary liens. In the event of damage to the premises, the Seller agrees to file claims on existing insurance policies to make the premises conform.

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, then at BUYER's election, either (i) any payments, including without limitation, the Deposit, made under this Agreement shall be forthwith refunded to BUYER and all other obligations of the Parties hereto shall cease, or (ii) BUYER may cure any such defects, nonconformities, breaches or closing conditions and the Purchase Price shall be reduced by the costs incurred by BUYER to cure any such defects or nonconformities up to a maximum reduction amount of $100,000, or (iii) BUYER may waive any such defects or nonconformities and consummate the Closing as set forth in the following paragraph.

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 (except as otherwise set forth in this Agreement), in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

(a) pay over or assign to the BUYER, on delivery of 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 reasonable expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or its 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 survive or be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, before or 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 deed, or in the case of mortgages granted by SELLER to institutional mortgagees, within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.

15. INSURANCE

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

Type of Insurance	*Amount of Coverage*
(a) Fire and Extended Coverage	as presently insured

Risk of loss shall remain with SELLER until delivery, acceptance and recording of the Deed.

16. ADJUSTMENTS

Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted (pursuant to written receipt and recording), 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. SELLER shall obtain and bring to the Closing a final water/sewer bill or reading for said apportionment/adjustment, or in the alternative, shall bring same to the Closing along with evidence of payment of same.

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. SELLER shall cooperate reasonably with any requests of BUYER to seek appropriate real estate tax abatements or tax relief prior to closing.

18. BROKER's FEE

SELLER represents and warrants to BUYER that SELLER with no broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This provision shall survive the Closing or the earlier termination of this Agreement.

19. BROKER(S) WARRANTY

[Intentionally Omitted].

20. DEPOSIT

The Deposit made hereunder shall be held in escrow by Escrow Agent (as defined below) as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

21. BUYER's DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, the Deposit made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity.

22. SELLER'S DEFAULT; DAMAGES

If the SELLER shall fail to fulfill the SELLER's agreements or otherwise breach or default under its obligation herein, and if such failure, breach or default is not cured within ten (10) days from written notice thereof from BUYER to SELLER, then BUYER may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to SELLER, in which event the Deposit will promptly be returned to BUYER, SELLER promptly shall reimburse BUYER for the third party costs that BUYER has incurred in connection with this Agreement, the pursuit of the Project, and the transaction contemplated hereby up to a maximum reimbursement amount of $100,000, and the parties shall have no further obligation to each other; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement. BUYER hereby irrevocably waives any other right or remedy for such default; provided, however, that if, in breach of this Agreement, SELLER sells the Premises (or any portion thereof) to someone other than BUYER or otherwise takes action that renders the remedy of specific performance impossible or impractical to obtain, SELLER shall be liable for any damages suffered by

BUYER as a result of such breach. If BUYER brings an action for specific performance, the Deposit shall be returned to BUYER pending the outcome of such action.

23. BROKER AS PARTY — [Intentionally Omitted].

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 warranties and representations made by the SELLER set forth in this Agreement (including the Rider hereto).

26. FINANCING CONTINGENCY CLAUSE — [Intentionally Omitted].

27. CONSTRUCTION OF AGREEMENT — This Agreement, 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 inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsels**, AND EXTENSIONS HEREOF MAY BE EXECUTED BY COUNSEL FOR A PARTY**. The Parties may rely upon facsimile or electronic copies of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective 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 — The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE AND CARBON MONOXIDE DETECTORS — The SELLER shall, at the time of delivery of the deed, deliver a certificate from the fire department of the city or town in which said Premises are located stating that said Premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law.

30. ESCROW AGENT — The Deposit shall be held in escrow by BUYER's title company, First American Title Insurance Company (the "Escrow Agent"), as escrow agent in an interest bearing, FDIC insured account subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. Except as otherwise expressly set forth herein, the delivery and recording of the deed shall be deemed permission of the parties to disburse the escrow funds and shall be deemed a release of the Escrow Agent. In the event of any disagreement between the parties, the Escrow Agent shall retain all deposits (and any interest accrued thereon) made under this Agreement pending instructions mutually given by the SELLER and the BUYER or an order of a court of competent jurisdiction.

31. RELEASE BY HUSBAND OR WIFE — The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

32. ADDITIONAL PROVISIONS — The executed Rider A and B attached hereto are incorporated herein by reference. If any provision in the Riders conflict in any way with any other provision in Paragraphs One (1) through Thirty Two (32), inclusive, of this Agreement or with any addenda or exhibits hereto, the provisions contained in the Riders shall control.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY. EACH PARTY REPRESENTS THAT IT HAS CONSULTED WITH AND BEEN REPRESENTED BY AN ATTORNEY IN REVIEWING AND NEGOTIATING THIS AGREEMENT.

EXECUTED under seal by the undersigned parties as of the date first set forth above

SELLER:

Aaron Paddock

Ada Hau Paddock

BUYER:

BAYSTONE SHERBORN, LLC

By: _____

Name: Todd MacDonell

Title: Manager

RIDER A TO PURCHASE AND SALE AGREEMENT

BETWEEN AARON PADDOCK AND ADA PADDOCK (COLLECTIVELY, "SELLER")
AND BAYSTONE SHERBORN, LLC ("BUYER")
DATED AS OF APRIL 13, 2020

33. Access. Seller agrees to permit Buyer or its designee access to the Premises to conduct such tests and inspections as it deems necessary to inspect or otherwise confirm the suitability of the property for the intended investment parameters. Seller shall provide Buyer with such other information as Buyer shall reasonably request to the extent that such information is in Seller's possession or control. Seller shall cooperate with the reasonable due diligence requests of Buyer. During the pendency of this Agreement, Buyer, personally or through its authorized agents or representatives, shall be entitled, upon reasonable advance notice to Seller, to enter upon the Premises during normal business hours, and shall have the right to make such investigations, including appraisals, geotechnical studies, engineering studies, soil tests, environmental studies (including without limitation, for the presence of hazardous waste or substances, a Phase 1 21 E, a Phase 2 21E), inquiry of governmental officials, and underwriting analyses, as Buyer deems necessary or advisable, subject to the following limitations: (a) Buyer shall give Seller written or telephonic notice at least one (1) business day before conducting any inspections on the Premises, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their investigations on the Premises; (b) Buyer agrees to maintain liability insurance with coverage of $1 million concerning Buyer's potential activities on the Premises and to provide Seller with evidence of such insurance (which may be by copy of a certificate of insurance to Seller) prior to undertaking any activities on the Premises; (c) neither Buyer nor its agents shall damage the Premises or any portion thereof, except for any immaterial damage caused by environmental tests, all of which shall promptly be repaired by Buyer; and (d) Buyer shall indemnify, hold harmless and defend the Seller against all costs (including reasonable attorneys' fees) and damage to the Premises caused by the activities of Buyer or its agents under this paragraph; provided, however, that such indemnity shall not include any costs or damages caused by (1) the acts of the Seller or its agents or representatives, (2) any claims of diminution in the value of the Premises as a consequence of the results revealed by such tests and inspections or (3) any pre-existing condition of the Premises. The foregoing indemnification obligation shall survive the Closing or termination of this Agreement for a period of three (3) months.

34. Due Diligence Period. Buyer shall have the period (the "**Due Diligence Period**") ending at 6:00 p.m. (local time in Boston, Massachusetts) on the date that is forty-five (45) days after the date of this Agreement (or the next business day if such date falls on a weekend or holiday) to physically inspect the Premises, review and evaluate all conditions, plans and specifications, contracts, licenses, title, survey, permits and approvals, conduct appraisals, perform examinations of the physical condition of the improvements, make inquiry of governmental officials, examine the Premises for the presence of oil and hazardous materials, municipal, state and local entitlement review, and to otherwise conduct such due diligence and underwriting as Buyer, in its sole and absolute discretion, deems appropriate. Notwithstanding the foregoing, prior to accessing the Premises to conduct any due diligence review Buyer shall have received Seller's consent, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall terminate, if on or before the end of the Due Diligence Period, Buyer, in its absolute and unreviewable discretion, gives written notice thereof to Seller (the "**Termination Notice**") (which notice may be sent by electronic mail to Seller or to Seller's counsel by Buyer or by Buyer's counsel). In the event that Buyer gives a Termination Notice before the end of the Due Diligence Period, this Agreement shall automatically terminate, the Deposit promptly shall be returned to Buyer and Seller and Buyer shall have no further obligations or liabilities to each other

hereunder except for those that expressly survive the termination of this Agreement. If Buyer elects to proceed with the purchase of the Premises then except as otherwise expressly set forth herein a portion of the Deposit equal to $21,875.00 shall become non-refundable in accordance with this Agreement.

35. Approvals.

a. Regulatory Period. Commencing on the Due Diligence Period expiration date and continuing for a period of twenty two months and fifteen days) thereafter (the "**Regulatory Period**"), Buyer shall use diligent efforts to obtain from the Town of Sherborn, the Town of Sherborn Zoning Board of Appeals, the Commonwealth of Massachusetts, the Sherborn Conservation Commission, Department of Environmental Protection, the Department of Community Housing and Development, and any other local, state or federal governmental authority or agency having jurisdiction, any and all discretionary permits, approvals, zoning amendments, comprehensive permits, street-opening permits, licenses, orders, agreements (including without limitation Intermunicipal Agreements by and among the Buyer, the City of Framingham, the Town of Natick, and the Town of Sherborn) and consents (the "**Approvals**") that are necessary, in Buyer's sole discretion, for the development on the Premises and on the premises located at 84 Coolidge Street, Sherborn, MA, which is immediately adjacent to the Premises, of a residential development intending to consist of one hundred and twenty rental apartments (the "**Project**"), with terms and conditions of such Approvals to be acceptable to Buyer and with all applicable appeal periods having expired and with no appeals pending (the date that Buyer obtains such Approvals with all applicable appeal periods having expired and with no appeal pending shall be referred to as the "**Approvals Date**"). Buyer shall have sole discretion to determine all aspects of the Project. If the Closing Date has not occurred by the date that is nine (9) months from the date of this Agreement then except as otherwise expressly set forth herein the remaining portion of the Deposit in the amount of $21,875.00 shall become non-refundable in accordance with this Agreement.



c. Extension of Regulatory Period. If despite Buyer's diligent efforts Buyer the Approvals Date has not occurred prior to the expiration of the Regulatory Period due to the existence of a pending appeal of any Approvals or because any applicable appeal period has not yet expired, then Buyer shall have the option, exercisable in Buyer's sole discretion, to extend the Regulatory Period for a period of an additional three (3) months by delivering written notice to Seller.

36. Termination of Leases and Contracts. Seller shall terminate all leases, licenses, occupancy agreements, design, construction, service, management, leasing and other contracts and agreements (the "**Contracts**") affecting all or any portion of the Premises on or prior to the Closing at no cost to Buyer.

37. Representations and Warranties by Buyer. Buyer warrants and represents to Seller as follows:

a. Buyer is validly existing and in good standing under the laws of the Commonwealth of Massachusetts. This Agreement has been duly authorized and executed by it and is legally binding on it.

b. Neither the execution, delivery or performance of this Agreement nor compliance herewith (1) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the organizational documents of Buyer, (ii) to the best of Buyer's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (iii) any agreement or instrument to which Buyer is a party or by which it is bound or (2) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

c. No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Buyer of this Agreement or the performance of its obligations hereunder.

The foregoing warranties and representations shall survive the Closing or earlier termination of this Agreement.

38. Representations by Seller. Seller represents to Buyer as follows:

a. This Agreement is legally binding on Seller.

b. There are no actions, suits or proceedings pending or, to the knowledge of Seller, threatened, against or affecting Seller or the Premises. Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (c) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (e) admitted in writing it inability to pay its debts as they come due or (f) made an offer of settlement, extension or composition to its creditors generally.

c. Neither the execution, delivery or performance of this Agreement nor compliance herewith (1) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) to the best of Seller's actual knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (ii) any agreement or instrument to which Seller is a party or by which it is bound or (2) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of all or any portion of the Premises.

d. No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

e. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code; Seller's taxpayer identification number is _____. Seller has no employees.

f. There are no leases, licenses or occupancy agreements or the like affecting the Premises and there is no one who has any right to occupy any portion of the Premises.

g. (1) Seller has not entered into any material commitments or agreements with any governmental authorities or agencies affecting the Premises that are not a matter of public record at the registry of deeds for the Premises; and (2) to Seller's actual knowledge, Seller has received no written notice requiring the correction of any condition with respect to the Premises, or any part thereof, by reason of a violation of any applicable federal, state, county or municipal law, code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same.

h. Seller has no knowledge of any third party reports related to physical conditions affecting and/or oil and hazardous materials located on, in or at the Premises. To the best of Seller's knowledge, except as set forth in such reports, no oil or hazardous materials (as defined for purposes of M.G.L. c.21E or any other applicable state or federal law or regulation) or underground storage tanks are present on any portion of the Premises. No written notice has been given or, to the best of Seller's knowledge, threatened to be given, to Seller with respect to the possible presence of any oil or hazardous materials on the Premises.

i. To Seller's actual knowledge there are no pending or threatened, judicial, administrative, condemnation or eminent domain proceedings or investigations relating to the Premises.

j. All sums payable by reason of any labor or materials furnished with respect to the Premises have been, or in the ordinary course of business prior to Closing will be, paid in full, and Seller has no knowledge of any material disputes in connection therewith.

k. There are no Contracts in effect that will be binding on the Buyer after the closing;

l. To Seller's actual knowledge, there are not presently pending, and Seller has received no notice of, any special assessments of any nature with respect to the Premises or any part thereof, nor has Seller received any notice of any special assessments being contemplated that would increase the real estate taxes on the Premises.

m. Neither Seller nor, to Seller's actual knowledge, any other party has entered into any agreements with any governmental authority, adjacent property owner or other person or entity for the payment (or for any donations in lieu of payment) of any amounts or performance of any infrastructure, capital improvements or other work in connection with the development or ownership of the Premises.

n. Seller has not granted to any party any option, right of first refusal to purchase or other rights to purchase or lease with respect to the Premises.

The foregoing warranties and representations shall survive the Closing or earlier termination of this Agreement for a period of nine (9) months; provided however, that the total liability of Seller for a breach of the foregoing representations and any matters relating thereto, shall not, in the aggregate, exceed $100,000.

39. [Intentionally Omitted.]

40. Leaseback to Seller. At Closing, Seller and Buyer shall enter a commercially reasonable form of residential lease agreement (the "**Leaseback Agreement**") pursuant to which Buyer shall lease to Seller a portion of the Premises containing the residential dwelling and parking areas for a term of six (6) months commencing on the Closing Date and without obligation to pay rent during such lease term. On or before the expiration of the Lease Term, Seller shall vacate the Premises and shall deliver Buyer full possession of said Premises free of all leases, licenses, tenants and occupants (and for clarity, with all

materials, supplies and personal property of any tenants or occupants removed from the Premises and said Premises shall be then (a) in the same condition as they were on the date of this Agreement, reasonable use and wear thereof excepted, and (b) not in violation of building, zoning or environmental laws, and (c) in compliance with provisions of any instrument referred to in Paragraph Four (4) hereof. The Leaseback Agreement shall include Seller's acknowledgement that pre-development and construction activities will occur on the Premises (but not the portion being leased pursuant to the Leaseback Agreement) and adjacent property during the lease term. The Leaseback Agreement shall further provide that Buyer shall pay Five Thousand Dollars ($5,000) to Seller upon expiration of the lease term to assist with Seller's moving costs.

41. Closing Conditions. Without limiting any other conditions to Buyer's obligations to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at the time of the Closing of each of the following conditions (any of which may be waived in whole or in party by Buyer at or prior to Closing): (i) all of the representations of Seller shall be true and correct in all material respects as of the Closing Date, (ii) Seller shall have complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to Closing, and (iii) Seller shall have delivered or caused to be delivered to Buyer all documents and materials required to be delivered or caused to be delivered by Seller pursuant to Section 42 below. If the sale of the Premises is not consummated because of the failure of any condition precedent to Buyer's obligations expressly set forth in this Paragraph or the Seller is unable to deliver the premises in accordance with this Agreement , then notwithstanding anything to the contrary in this Agreement, the Deposit shall promptly be returned to Buyer upon termination of this Agreement. Without limiting any other conditions to Seller's obligations to close set forth in this Agreement, the obligations of Seller under this Agreement are subject to the satisfaction at the time of the Closing of each of the following conditions (any of which may be waived in whole or in party by Seller at or prior to Closing): (i) all of the warranties and representations of Buyer shall be true and correct in all material respects as of the Closing Date, (ii) Buyer shall have complied in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to Closing, and (iii) Buyer shall have delivered or caused to be delivered to Buyer all documents and materials required to be delivered or caused to be delivered by Buyer pursuant to Section 43 below.

42. Seller's Closing Deliverables. At the closing, Seller shall execute and deliver to Buyer the following:

a. Quitclaim Deed conveying the Premises to Buyer as required under this Agreement and in form and substance satisfactory to Buyer;

b. Bill of Sale and General Assignment conveying personal property, Permits and other such rights to Buyer as required under this Agreement;

c. The Leaseback Agreement;

d. all keys to all locks at the Premises;

e. Affidavits and other evidence or documents reasonably required by Buyer or its title insurance company relating to (i) mechanics' or materialmen's liens, (ii) parties in possession, (iii) the status and capacity of Seller and any person executing the various documents on behalf of Seller in connection with the sale of the Premises; and (iv) Seller's status as a non-foreign person under Section 1445 of the Internal Revenue Code;

f. A certification by Seller dated the Closing Date affirming Seller's warranties and representations hereunder;

g. A statement reflecting the Purchase Price and adjustments and allocations as mutually agreed by Buyer and Seller (the "**Closing Statement**");

h. Evidence reasonably satisfactory to the Buyer that the Seller has sent notice of termination of all Contracts, in accordance with this Agreement;

i. Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

43. Buyer's Closing Deliverables. At the Closing, Buyer shall execute and deliver to Buyer the following:

a. Immediately available federal funds sufficient to pay the Purchase Price (subject to adjustments under this Agreement);

b. The Leaseback Agreement;

c. The Closing Statement;

d. Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

44. Costs and Prorations.

a. General. Except as otherwise provided in this Agreement, prorations, adjustments and allocations shall be performed in accordance with standard practice for the sale of real property in Middlesex County, Massachusetts. Except as otherwise provided in this Agreement, items of income and expense of the Premises attributable to the period prior to the Closing Date shall be credited or charged to Seller, and all such items attributable to the period commencing on the Closing date shall be credited to the Buyer.

b. Closing Costs. Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Buyer shall pay its own costs associated with its due diligence, including the cost of appraisals, architectural, engineering, credit and environmental reports. Seller shall pay all recording fees in connection with the release of any liens or other title matters, the cost of recording the deed and all transfer taxes and documentary stamp charges and excise and use taxes. All other customary purchase and sale closing costs shall be paid by Seller or Buyer in accordance with the custom in the jurisdiction where the Premises are located.

c. Closing Statement. Buyer and Seller shall cooperate to produce prior to the Closing Date a schedule of prorations to be made as of the Closing Date in accordance with the terms of this Agreement. Any adjustments to estimated figures on the Closing Statement shall be made by the parties with due diligence and cooperation within ninety (90) days following the Closing Date, or such later time as may be required to obtain necessary information for proration, by prompt cash payment to the party yielding a net credit from such prorations from the other party.

45. Confidentiality and Exclusivity. Buyer and Seller agree not to disclose information relating to this transaction except to their partners, lenders, agents, consultants, and attorneys, and except as otherwise required by law, without the prior written consent of the other. The foregoing shall not be interpreted in a way that would interfere with Buyer's due diligence and permitting activities including without limitation communicating with relevant governmental representatives and disclosing this Agreement in connection Buyer's pursuit of the Approvals. In consideration of the significant time and expense to be devoted by Buyer to its potential acquisition of the Premises, Seller agrees that, during the term of this Agreement, it will negotiate exclusively with Buyer concerning a potential sale of the Premises, it will not allow other potential purchasers to inspect or tour the Premises, and it has not and will not enter into any agreement to sell the Premises to any party other than Buyer. If Seller breaches its obligations under this Section, Buyer shall have the right to damages and, at Buyer's election, injunctive or other equitable relief.

46. Notices. All notices required or to be given hereunder shall be in writing and deemed duly given when delivered or mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or by courier or national overnight delivery service or by facsimile transmission with confirmation of receipt or by email addressed as follows:

If to SELLER:	Aaron Paddock Ada Paddock 86 Coolidge Street Sherborn, MA 01770 Email: apaddock06@gmail.com, adapaddock@gmail.com
with a copy to:	Christopher Crowley, Esq. SKM Title & Closing Services, P.C. 378 Page Street, Suite 301 Stoughton, MA 02072 Phone: (508) 446-4530 Fax: (774) 250-1759 ccrowley@weclosetheloan.com
If to BUYER:	Baystone Sherborn, LLC 21 Center Street Weston, MA 02439 Email: rmacdowell@baystonedevelopment.com Facsimile:
with a copy to:	DLA Piper LLP (US) 33 Arch Street, 26th Floor Boston, MA 02110 Attn: Bryan C. Connolly, Esq. Email: Bryan.Connolly@us.dlapiper.com Facsimile: (617) 406-6141

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

47. Interim Operations. Seller shall continue to operate the Premises in the ordinary course of business, but will not enter into or amend any leases, occupancy agreements or other contracts that would survive the Closing or seek to obtain, modify or alter any Permits or Contracts, or otherwise take any action that would create any obligation on the Buyer or the Premises, without first obtaining the written consent of Buyer.

48. Entire Agreement. This agreement supersedes any other agreement of any of the parties hereto in connection with the transaction contemplated hereby.

49. Assignment by Buyer. Buyer may assign this Agreement and its rights and obligations under this Agreement to a limited partnership, limited liability company or other entity affiliated with Buyer and/or its indirect owners. Such assignee shall assume all of Buyer's obligations hereunder.

50. Escrow Provisions.

a. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

b. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature that it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

c. Indemnification. Unless Escrow Agent discharges any of its duties under this Agreement in a grossly negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, SELLER and BUYER shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in such connection SELLER and BUYER shall indemnify Escrow Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

d. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent may hold the Deposit until the receipt of written instructions from both BUYER and SELLER or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

e. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

f. Interest. All deposits into the escrow shall be held by the Escrow Agent in an interest bearing account selected by or approved by BUYER. All interest earned on the Deposit shall be deemed to be part of the Deposit and shall accrue to the benefit of BUYER except to the extent the Deposit becomes payable to SELLER pursuant to Section 21 of this Agreement. In such event the interest earned on the Deposit shall accrue to the benefit of the SELLER.

[Signature Page Follows]

This Rider A to Purchase and Sale Agreement has been executed by the undersigned under seal as of the date first set forth above.

SELLER:

Aaron Paddock

Ada Paddock

BUYER:

BAYSTONE SHERBORN, LLC

By:
Name: Todd MacDonell
Title: Manager

RECEIPT BY THE ESCROW AGENT

This Agreement, fully executed by both SELLER and BUYER, has been received by the Escrow Agent this ____ day of April, 2020 and by execution hereof, Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement that are applicable to it.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name:_____
Title:_____

RIDER B TO PURCHASE AND SALE AGREEMENT

51. Any title matter which is the subject of a title standard or practice standard of the Real Estate Bar Association at the time of the delivery of the deed shall be governed by said title standard or practice standard to the extent applicable.

52. Except as otherwise provided for in this Agreement, SELLER makes no warranties, either express or implied, as to the condition of the Premises. BUYERS agree to purchase the premises in "as is" condition as of the date hereof subject only to normal wear and tear and any exceptions expressly provided for herein. BUYER acknowledges for BUYER and BUYER'S successors, heirs and assignees, that after the expiration of the Due Diligence Period BUYER will have been given a reasonable opportunity to inspect and investigate the Premises, either independently or through agents of BUYER'S choosing, and that in purchasing the Premises, except as otherwise provided for in this Agreement, BUYER is not relying on SELLER or its agents with regard to the condition of the Premises, including, but not limited to soils and geology, lot size or suitability of the Premises for any particular purpose. Nor is the BUYER relying on SELLER or any of its agents with regard to the structural soundness of the Premises. SELLER states that SELLER has no knowledge of any violations of any city, county, state, and/or Federal statutes, codes or ordinances. In furtherance of the "as is" nature of this sale of the Premises, SELLER makes no representations or warranties to BUYER with respect to the compliance of the Premises with applicable zoning regulations and other state and local regulations applicable to the use of the Premises, including without limitation BUYER's potential intended use of the Premises for uses other than as a single family dwelling unit. BUYER shall be solely responsible for conducting its due diligence with respect to the foregoing matters and any non-compliance of the Premises (or of BUYER's potential intended use of the Premises) with applicable zoning or land use requirements shall not excuse BUYER's obligations under this Agreement or be conditions precedent to BUYER's obligations to consummate this transaction. Except as otherwise provided for in this Agreement, BUYER acknowledges that the PREMISES ARE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION, BASED ON BUYER'S OWN INSPECTION. This paragraph shall survive the delivery of the deed.

53. BUYER and SELLER acknowledge that (a) BUYER has been informed by SELLER of the provisions of the lead paint statute and regulations (105 CMR 460, et seq.)(the "Lead Paint Law"), (b) SELLER has made the disclosure to BUYER with respect to lead paint in the premises required by the Lead Paint Law, (c) BUYER has received the notification forms required by the Lead Paint Law. BUYER acknowledges that SELLER has notified BUYER of BUYER'S right to perform a lead paint inspection of the premises if BUYER so chooses and (d) BUYER by his/her execution hereof, acknowledges SELLER'S compliance with the Lead Paint Law and Buyer's acceptance of the Unit in its existing condition regarding lead paint. BUYER agrees that if the premises contain lead paint, SELLER shall have not duty to remove same or to otherwise make the premises comply with the lead paint law, and upon closing, BUYER shall assume all responsibility with

respect to lead paint in the premises. The provision of this paragraph shall survive delivery of the deed.

54. This Rider B modifies amends and changes the Purchase and Sale Agreement and supersedes same. In the event there are any conflicts between the Purchase and Sale Agreement and this Rider B, this Rider B shall control.

This Rider B to Purchase and Sale Agreement has been executed by the undersigned under seal as of the date first set forth above.

55. Notwithstanding anything in the Purchase and Sale Agreement and Rider A, if the Buyer moves forward in building a multi unit project of any size on 84 or 86 Coolidge Street, Sherborn, MA then the Buyer shall consummate this Agreement subject only to the Seller's ability to convey marketable title and satisfaction of the closing conditions set forth in Paragraph 41 of Rider A of this Agreement. **IF THE BUYER BREACHES THIS PROVISION THE SELLER'S DAMAGES SHALL NOT BE LIMITED TO THE DEPOSIT BUT SHALL NOT EXCEED THE PURCHASE PRICE HEREIN. FURTHERMORE, THE BUYER SPECIFICALLY AGREES THAT IF THE BUYER BREACHES THIS PARAGRAPH, THE SELLER SHALL NOT BE LIMITED TO THE DAMAGES DESCRIBED IN PARAGRAPH 21 AND MAY PURSUE ALL REMEDIES AVAILABLE IN LAW OR EQUITY, PROVIDED THAT SELLER'S DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE HEREIN.**

SELLER:

Aaron Paddock

Ada Paddock

BUYER:

BAYSTONE SHERBORN, LLC

By:
Name: Todd MacDermott II
Title: Manager

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "**Agreement**") is made and entered into this 12th day of February, 2020 (hereinafter the "**Effective Date**") by and between Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts, having an address of 115 Flanders Road, Westborough, Massachusetts 01581, its successors, permitted assigns or any nominee (hereinafter referred to as "**Seller**"), and Baystone Development, LLC, a Delaware limited liability company registered to do business in Massachusetts, having an address of 21 Center Street, Weston, Massachusetts 02493, its successors, permitted assigns or any nominee (hereinafter referred to as "**Buyer**").

WHEREAS, Coolidge Crossing LLC, a Massachusetts limited liability company having an address of 337 Turnpike Road, Suite 201, Southborough, Massachusetts 01772 (hereinafter referred to as "**Owner**"), is the owner of a parcel of land in the Town of Sherborn, Middlesex County, Commonwealth of Massachusetts (hereinafter referred to as the "**Town**"), known as 84 Coolidge Street and more particularly described in a Deed recorded with the Middlesex County (Southern District) Registry of Deeds (the "**Registry**") in Book 66823, Page 288 (hereinafter referred to as "**84 Coolidge Street**");

WHEREAS, Seller has entered into an Agreement of Sale dated December 31, 2018, as amended by a First Amendment and Restatement of Agreement of Sale dated May 16, 2019, with the Owner for the purchase of 84 Coolidge Street (the "**Seller Purchase Agreement**");

WHEREAS, a portion of 84 Coolidge Street consisting of approximately +/- 11.0 acres, subject to revision as provided herein (hereinafter referred to as the "**Premises**") is depicted as Lot C on **EXHIBIT A** attached hereto and incorporated herein by reference;

WHEREAS, Seller plans to develop its retained property (referred to as "**Retained Property**"), which is the portion of 84 Coolidge Street consisting of approximately +/- 4.4 acres (depicted as Lot B on Exhibit A) that is not included in the Premises, along with certain abutting land (depicted as Lot A on Exhibit A) as an age restricted condominium development (the "**Seller's Project**");

WHEREAS, the Premises and the Retained Property are collectively referred to as the "**Project**"

WHEREAS, the Buyer desires to purchase the Premises from the Seller pursuant to the terms, provisions and conditions herein, to develop a Chapter 40B apartment rental housing community, containing 90 market rate units (each an "**MRU**" and collectively, the "**MRUs**") and 30 affordable housing units (each an "**AFU**" and collectively, the "**AFUs**"), on the Premises (hereinafter referred to as the "**Buyer Project**"), which the parties anticipate will be serviced by sewer and water pursuant to an Intermunicipal Agreement between the Town of Sherborn and either the Town of Natick or the City of Framingham.

NOW, THEREFORE, in consideration of the Deposit placed in escrow and the mutual covenants and conditions set forth herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereby agree as follows:

1. PREMISES.

A. Seller agrees to sell and Buyer agrees to purchase the Premises together with any and all easements, any buildings, structures and improvements on the Premises, and Seller's right, title and interest in and to all intangible personal property relating to the Premises. Seller may reserve or alternatively the Buyer may grant to Seller emergency access and utility easements across the Premises that are reasonably required for the Seller to develop the Seller's Project; provided however, that the location of any such easements shall be subject to the prior written approval of Buyer and shall not disrupt or interfere with the development, permitting, construction, operation or use of the Buyer Project.

B. The Buyer, at its sole cost and expense, but with Seller's cooperation, shall seek and obtain Final Approval[1] for any and all Federal, State, County, City and local, permits, approvals, use variances, re-zonings, agreements and licenses deemed necessary by the Buyer for the development of the Premises, using its own legal counsel, wetlands specialist, architect, and site engineer and any other consultants the Buyer deems necessary to retain solely for the development of the Buyers Project.

C. After the Closing, the Seller, at its sole cost and expense, shall (1) run a water main of sufficient size, such size to mutually agreed upon by the Buyer and Seller, from Framingham for the Premises, with a stub for connection by Buyer at the rear property line at 84 Coolidge Street (at the boundary line between Lot B and Lot C in a location approved by Buyer), (2) construct a sewer line and force main that will connect to the Natick sewer system, with a stub for connection by Buyer at said rear property line, and (3) shall obtain all necessary permits and approvals for such work ("**Seller Infrastructure Obligations**").

[redacted]

[redacted]

E. The Buyer and Seller shall work together to facilitate obtaining the approval of a mutually agreeable Intermunicipal Agreements with the City of Framingham and/or the Town of Natick for water and sewer service to the Buyer Project and Seller's Project, (the "**Intermunicipal Agreement**"). Buyer and Seller shall cooperate on permitting and construction contemplated herein, and as such, Seller shall assist, and not hinder, or cause or support others to hinder in any way, the Buyer's efforts to obtain all approvals and permits and shall provide all its documentation regarding the Premises and the Project for the ongoing approval process and sign all required applications or authorizations required for applying for any permit or approval, and in particular, all required modifications to any zoning that constitute the Final

[1] As used in this Agreement the term "Final Approval" shall mean that all permits, approvals, re-zonings, and use variances necessary for development of the Premises, except for building permits, as contemplated herein have been issued with all appeal periods having expired with no appeal taken or all appeals resolved in favor of the issuance of the requested permit containing conditions acceptable to the Buyer.

Approval. Seller shall publicly and privately fully support all of the Buyer's permitting efforts. Further, Buyer and Seller shall work together to facilitate a mutually agreeable adjustment of the lot line separating the Premises and the Retained Property as depicted on Exhibit F. Notwithstanding the foregoing, in no event shall the Premises be less than 11 acres.

[redacted]

G. Buyer shall be responsible for installation, repair and maintenance of infrastructure located on the Premises. Buyer shall be responsible for the installation of any emergency access road that may be required in connection with the development of the Seller's Project and Seller shall be responsible for the repair and maintenance of any such emergency access road that is not used for any purpose by the Buyer. Notwithstanding the foregoing, Seller agrees to use good faith and commercially reasonable efforts during the permitting process to avoid the requirement that the emergency access be constructed on the Premises. Seller shall be responsible for the installation, repair and maintenance infrastructure on its Retained Property. Buyer understands that there will be a water booster pump and sewer pump required for the Premises and that Buyer will be solely responsible for its cost for any pump located on the Premises and Buyer is responsible for any Framingham water tap fees, Framingham water user fees, MWRA water entrance fees and any Natick sewer tap fees, Natick sewer user fees, Natick sewer I&I fees, and MWRA sewer entrance fees that are applicable to the Premises and the Premises pro-rata water and sewer Title V flow calculation. However, if it is determined that the water booster pump is also required for Seller's Retained Property and the pump is not located on the Premises then the cost of said pump station will be paid by both Buyer and Seller proportional to the number of units in each's above-described projects.

2. PURCHASE PRICE AND DEPOSIT.

A. The purchase price payable at Closing is Three Million ($3,400,000.00) Dollars (the "**Purchase Price**"), provided the number of approved rental units is 120. The Buyer and Seller shall each pay the costs of their own consultants and legal counsel. Closing costs shall be paid as is customary in the Commonwealth of Massachusetts. Title insurance costs shall be borne by the Buyer.

[redacted]

B. The Deposit:

a. The Buyer shall issue a wire transfer of immediately available federal funds or cash deposit in the amount of Fifty Thousand ($50,000.00) Dollars (the "Deposit") within one (1) business day of the signing of this Agreement, which shall be held by First American Title Insurance Company as escrow agent (as applicable, "Escrow Agent" or "Title Company")

in accordance with the Escrow Agreement attached as **Exhibit B** and as set forth herein. Upon Final Approval of the Buyer Project from the Town Zoning Board of Appeals and expiration of any Appeal Period, provided that in each instance the Due Diligence Period shall have expired and Buyer shall not have elected to terminate this Agreement as more particularly set forth herein, Buyer's Deposit (as defined below) shall become non-refundable.

b. All Deposits paid by the Buyer shall be credited to the Purchase Price at Closing, or shall be paid to the Buyer prior to Closing if (i) the Buyer determines, in its sole discretion, at any time that it will be unlikely to obtain all the Governmental Approvals on terms acceptable to the Buyer; or (ii) the Buyer is entitled to receive the Deposit back pursuant to the terms of this Agreement and this Agreement terminates .

C. Adjustments. The following shall be adjusted between Seller and Buyer and shall be prorated on a per diem basis as of midnight of the day preceding the Closing Date: real estate taxes, personal property taxes, if any, and special tax or assessments, if any, shall be adjusted between Seller and Buyer on the basis of the current year.

3. CLOSING DATE.

A. Closing. Provided that the Pre-Conditions to Closing have been satisfied or waived by both Buyer and Seller and the Buyer has elected to proceed with this Agreement within the Diligence Period (as hereinafter defined), the Closing ("**Closing**") shall occur on the date (the "**Closing Date**") which is thirty (30) days from the date the Buyer provides written notice to Seller that all of the Pre-Conditions (as defined below) to Closing set forth in this Agreement have been satisfied or waived by both parties.

B. Except as otherwise provided herein, if the Pre-Conditions (as defined below) have not been satisfied or waived by Buyer in writing on or before September 1, 2022 (the "**Outside Closing Date**"), then unless otherwise agreed to by Buyer and Seller, this Agreement shall terminate and the Deposit shall be refunded to Buyer and except as otherwise expressly set forth herein, neither party shall have any further obligations under this Agreement.

If the Seller is in default of any of its obligations under this Agreement at the time of Closing, then the Buyer shall have the right, at its option, to extend the Closing Date for a period of thirty (30) days to allow for Seller to cure such default and all time frames in this Agreement shall be extended for each day the Seller is in default.

C. Pre-Conditions to Closing.

Notwithstanding anything to the contrary contained herein, Buyer's and Seller's obligations under this Agreement shall be contingent upon the following pre-conditions being satisfied prior to Closing (each a "**Pre-Condition**" and collectively, the "**Pre-Conditions**"):

a. The receipt by Buyer, at Buyer's sole cost and expense, of Final Approval of all governmental approvals required for the development of the Buyer Project from the Commonwealth of Massachusetts, Town, Zoning Board of Appeals, Conservation Commission, Department of Environmental Protection, the Department of Community Housing and Development or any other governmental agency permitting the Buyer Project including but not limited to any of the following, if required for development of the Buyer Project, comprehensive permit issued and a Final Order of Conditions, all re-zonings, use variances, permits, approvals, licenses, agreements including all approvals required for an Intermunicipal Agreement and street opening permits (the "**Governmental Approvals**") with conditions and requirements reasonably acceptable to Buyer. Development applications may be amended by Buyer from time to time, if Buyer, in its discretion elects to do so. Each of Buyer and Seller shall, upon request from the other party, provide copies of all applications, plans and supporting material submitted to any governmental authority, provided that a failure to do so by either party shall not constitute a default. Notwithstanding anything to the contrary contained herein, if the Final Approvals authorize less than 120 rental units this Pre-Condition shall not be satisfied unless Buyer determines in its sole discretion that the number of units permitted by the Final Approvals for the Buyer Project is acceptable;

b. Final Approval of all required Governmental Approvals are in full force and effect, with all appeal periods having expired and no appeals pending;

c. The representations made by Seller in this Agreement remain true and correct as of the date of the Closing, and Seller shall not have misrepresented any fact or circumstance or be aware of any facts or circumstances inconsistent with any such representations;

d. The Buyer and Seller have obtained the Intermunicipal Agreement, with terms and conditions mutually acceptable to Buyer and Seller, which has been recorded at the Registry, or is in a form that it can be recorded at the Closing, and it has also obtained all easements to connect the sewer and water lines serving the Project to the providing municipality(s) and through the receiving municipality(s) as well as all necessary street opening permits;

e. Seller having performed all of its covenants and obligations hereunder;

f. The parties have executed all easements or cross easements required for the development of the Premises as well as the Seller's Retained Property in a form reasonably acceptable to the Seller and Buyer as well as all documents to reflect any cost sharing between Buyer and Seller for the operation of the Project.

g. Seller shall have acquired title to the Premises pursuant to the terms of Seller's Purchase Agreement or, subject to Buyer's prior review and approval of the Seller Purchase Agreement, shall have (i) assigned Seller's right to purchase the Premises to Buyer, or (ii)

obtained the right to allow the conveyance of the Premises directly to the Buyer simultaneously with the conveyance of the land to Seller for the Seller's Project.

h. Buyer and Seller shall have delivered into escrow with Escrow Agent all of the Buyer Closing Deliveries and Seller Closing Deliveries, as applicable, pursuant to this Agreement.

i. The Premises shall be (a) free of all tenants and occupants: (b), in the same substantially the same condition as they now are, reasonable use and wear thereof excepted, and (c) not in violation of any building and zoning laws. The Buyer shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Clause 3(C)(i).

j. If applicable, Seller shall have cured the Title and Survey Objections that Seller has elected to cure pursuant to Section 7(B).

k. The receipt by Seller, at Seller's sole cost and expense, of Final Approval acceptable to the Seller of all governmental approvals required for the Seller Infrastructure Obligations and Seller Mitigation Obligations from the Commonwealth of Massachusetts, Town, or any other governmental agency permitting the Seller Infrastructure Obligations and Seller Mitigation Obligations.

l. At all times prior to Closing, Seller shall: (i) not sell or further encumber the Premises or any direct or indirect interest therein or enter into any agreement relating thereto and cause the Seller under the Seller Purchase and Sale Agreement not to sell or further encumber the Premises or any direct or indirect interest therein or enter into any agreement relating thereto, (ii) cause the seller under the Seller Purchase and Sale Agreement to insure the Premises as presently insured, and (iii) upon Seller obtaining knowledge promptly give Buyer a reasonably detailed written notice of: (1) any fire, flood or other material adverse change with respect to the Premises of which Seller obtains actual knowledge; (2) any written notice received by Seller claiming that the Premises or the use and operation thereof fails to comply with applicable law; and (3) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Premises.

m. The receipt by Buyer and Seller of Final Approval or Approval Not Required (ANR) Plan adjusting the lot line between the Premises and the Retained Property (the boundary line between Lot B and Lot C as depicted on Exhibit A) to the satisfaction of the Buyer, which shall not be unreasonably withheld.

n. Buyer and Seller have agreed upon the following documents to be recorded at the Closing: (i) the form of any easements reasonably required to service either the Premises, the Buyer Project, the Seller's Project or the Retained Parcel, if any, and (ii) any agreements as to the allocation of common expenses or infrastructure expenses, or any one-time or recurring expenses between the Seller's Project and the Buyer Project that make up the Project.

If the above Pre-Conditions to Closing have not been satisfied by the Outside Closing Date, then the either Buyer or Seller shall have the right to terminate the Agreement upon the giving of 30 days written notice to the other. Upon such termination, the Deposit shall be returned to the Buyer and neither the Buyer nor the Seller shall have recourse against the other in law or in equity.

4. PLACE OF CLOSING.

Closing of title shall take place by a customary escrow arrangement with the Escrow Agent at 11:00 a.m. on the date set herein or at such other place as the parties may agree upon in writing. If the closing date falls on a date in which the Registry does not accept documents for recording, then the Closing date shall automatically be extended to the next date in which the Registry accepts documents for recording.

5. FEASIBILITY REVIEW CONTINGENCY.

A. During the period commencing on the Effective Date and ending at 5:00 p.m. Eastern Standard time on the date that is sixty (60) days after the Effective Date (the "**Diligence Period**"), Buyer shall have the right to perform certain due diligence investigations as described herein, to satisfy itself as to, but not limited to, the issues of: Title, Environmental, Utilities, and such other matters as Buyer may determine.

B. During the Diligence Period, Buyer shall have the right to conduct such examinations and investigations of the Premises and Buildings thereon, including visual inspections, land surveys, a Phase I Environmental Site assessment related to the Premises, a and other testing or sampling of surface and subsurface soils, water or other materials, which said investigations and examinations may include any testing or sampling of the Premises, buildings, or building systems as Buyer deems reasonably necessary ("**Buyer's Diligence Activities**"). If Buyers environmental consultant determines that a Phase II environmental site assessment is needed as determined as a conclusion listed on the Phase I Environmental Assessment, the Buyer must provide a copy of the Phase I Environmental Assessment and a scope/schedule of the testing to be performed to the Seller and obtain the Seller`s written approval for such testing prior to commencing with any Phase II environmental assessment. After the date hereof, Seller shall, upon reasonable notice and at reasonable times, make the Premises available to Buyer and its agents, employees, engineers, architects, contractors, advisors, potential lenders, consultants and representatives for such inspections and tests in connection with Buyer's Diligence Activities, at Buyer's sole cost and expense. Buyer shall provide notice to Seller at least one (1) business day prior to any entry onto the Premises by Buyer or Buyer's agents, employees, consultants or representatives. Seller shall have the right to have a representative present during all or any of Buyer's inspections and tests. Buyer shall not engage in any activities at the Premises that would give rise to any physical or structural safety hazards. Buyer shall not materially alter or disturb the Premises in any manner and Buyer shall not permit any mechanics' liens to be filed against all or any part of the Premises; provided, however, if any mechanics' liens are filed against all or any part of the Premises as a result of work claimed to have been done for Buyer or Buyer's agents, employees, consultants or representatives, Buyer shall cause the same to be discharged by payment or filing a bond or as otherwise required by law. Prior to Buyer's entry upon the Premises, Buyer shall provide Seller with evidence that Buyer (and Buyer's agents and consultants, as applicable) carries customary liability insurance in commercially reasonable amounts (with Seller agreeing that coverage in the amount

of $1,000,000 per occurrence (combined single limit or equivalent) for Premises damage, bodily injury or death would be commercially reasonable), and Seller shall be named as an additional insured with respect to such liability coverage.

C. After the Effective Date, Seller shall provide Buyer with a redacted copy of the Seller Purchase Agreement for Buyer's review.

D. Buyer hereby agrees to hold harmless Seller from and against any and all liens, claims, or damages of any kind or nature, including without limitation any demands, actions or causes of action, assessments, losses, costs, expenses, liabilities, interest and penalties, and reasonable attorneys' fees suffered, incurred, or sustained by Seller caused by the entry on the Premises by Buyer or its agents, employees, consultants or representatives or by Buyer's investigations of the Premises ("**Claims**") unless such Claims (i) arise or are caused by Seller's negligence or willful misconduct, or (ii) are due to the discovery of a pre-existing condition at the Premises, in which event, Buyer shall not be liable hereunder except to the extent that Buyer shall have exacerbated such condition by its acts. Buyer will promptly repair all damage to the Premises arising from Buyer inspections or tests, including any damage that may have been caused by Buyer or its agents, employees, engineers, architects, contractors, advisors, potential lenders, consultants and representatives in the conduct of the review, and shall promptly restore the Premises substantially to its condition before such inspections and tests.

E. Prior to the expiration of the Diligence Period, Buyer may terminate this Agreement by giving written notice thereof to Seller and Escrow Agent if Buyer is dissatisfied, in Buyer's sole discretion for any reason or no reason, with the results of Buyer's investigations of the Premises and any records, agreements and other materials related thereto. If Buyer gives any such notice of termination prior to the expiration of the Diligence Period, this Agreement shall terminate and the Deposit shall be returned to Buyer, and thereafter neither party shall have any further rights or obligations hereunder (except for any obligations pursuant to the other provisions of this Agreement which expressly survive a termination). If Buyer fails to give Seller a written notice of termination prior to the expiration of the Diligence Period, Buyer shall be deemed to have elected to proceed with the purchase of the Premises pursuant to the terms hereof and this Agreement shall continue in full force and effect.

6. GOVERNMENTAL APPROVALS.

A. It is understood that the permits the Buyer will be applying for Governmental Approvals to develop a Chapter 40B apartment rental community with an initial target unit count of 90 MRUs and 30 AFUs, for a total of 120 units. The MRUs shall have no retail government-imposed price restriction. The Buyer shall seek Final Approval of any and all Governmental Approvals and the Buyer shall also obtain any other permits or authorizations that any local, state, federal boards or agencies, or utility providers deem necessary for the construction of the Buyer Project except in connection with the Seller Infrastructure Obligations and the Seller Mitigation Obligations which shall be Seller's responsibility.

B. In the event that there has been a third party appeal of any Governmental Approval, the Buyer shall have the right, in its discretion, to elect to defend or prosecute such appeal at its own expense provided and the Closing Date shall be extended to a date that is 30 days after the resolution of all appeals on terms acceptable to the Buyer as well as Final Approval of any further decisions of any permit granting

board that may be required. The time period as described in Section 3A of this Agreement shall be tolled in the event of an appeal by a 3rd party, until the Buyer has fully litigated the appeal along with the time necessary to amend any permit application to conform to the decision on appeal. If Buyer so elects, then the Buyer shall diligently pursue the resolution of any appeal. In the event that the Buyer elects not to defend against such an appeal, then this Agreement shall terminate of its own accord upon 30 days after the filing of such appeal and the Deposit shall be returned to the Buyer, all permits, approval, plans, drawings, architectural plans, reports, or rights to the same, shall be assigned to the Seller to the extent that the same are assignable and neither the Buyer nor Seller shall have recourse against the other in law or in equity. The Seller agrees that in no event shall the Seller or its representatives appeal any permit or approval obtained by the Buyer unless authorized in writing by the Buyer to do so.

C. The Seller shall fully support the Buyer's efforts to obtain all Governmental Approvals and shall execute all such documents required by any permit granting authority. The cost of obtaining the Governmental Approvals shall be borne solely by the Buyer.

D. Buyer shall keep Seller reasonably informed as to the status of the permitting process, if at any time during this Agreement, Buyer determines or in good faith believes that it will not obtain Final Approval of the Governmental Approvals in a form and on terms and conditions acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by providing written notice to the Seller. In the event that the Buyer elects to terminate this Agreement for any reason other than a default by the Seller, the Buyer shall promptly thereafter provide to the Seller, without representation or warranty, copies of the Geo and environmental results, engineering plans, building plans and other relevant plans (but excluding all market and financial analysis, reports and all other proprietary business information of Buyer) and assign all permits and approvals obtained to the extent that such permits and approvals are assignable by Buyer. Upon such termination, the Deposit, shall promptly be returned to the Buyer, and the parties shall have no further recourse against each other in law or in equity with respect to this Agreement.

7. TITLE AND SURVEY OF PREMISES.

A. The Premises shall be conveyed by a good and sufficient Quitclaim Deed (the "**Deed**") running to Buyer in the form attached hereto as **Exhibit D**. The Deed shall convey good and clear record marketable fee simple title to the Premises, free from all liens and encumbrances from or on the Premises except for the following matters (the "**Permitted Exceptions**"):

a. the lien of all real estate taxes and assessments not yet due and payable as of the date of Closing (if any);

b. existing building and zoning laws and ordinances;

c. the Permitted Title Encumbrances (as defined below); and

d. easements entered into between Buyer and Seller.

B. Buyer may, at Buyer's expense, obtain a title report and title insurance commitment from the Title Company (a "**Title Commitment**") during the Diligence Period (as hereinafter defined) in order to examine the current title to the Premises. Buyer may also, at Buyer's expense, obtain a so-called "ALTA/NSPS" land title survey or plot plan (a "**Survey**") of the Premises from a licensed surveyor during the Diligence Period. Buyer shall have until 10 business days prior to the expiration of the Diligence Period

to provide written notice to Seller of any objections to matters disclosed by the Title Commitment or Survey that Buyer determines are unacceptable to Buyer in its sole discretion (the "**Title and Survey Objections**") and shall simultaneously therewith furnish Seller with a copy of the underlying materials setting forth such Title and Survey Objections (and together therewith, Buyer shall provide Seller with the Title Company's requirements concerning any organizational documents, resolutions, consents, and other evidence of Seller's authority to sell the Premises to Buyer). Any matters or exceptions contained in the Title Commitment or depicted on the Survey to which Buyer does not object shall be deemed "Permitted Title Encumbrances" under this Agreement and Buyer shall close on the title to the Premises subject to any such encumbrances without any reduction of the Purchase Price; provided that Buyer shall not be deemed to have approved any title or survey matters first arising after the effective date of the Title Commitment and which otherwise qualify as Gap Objections (as hereinafter defined), and such matters shall instead be governed by paragraph 7(C) of this Agreement. Furthermore, Seller shall be obligated to pay off, discharge or otherwise cure at or before Closing any (i) mortgages or liens voluntarily created by or on behalf of Seller, (ii) any mechanic's or materialmen's lien; other than that which is the result of an action of the Buyer or its agents or contractors (iii) any lien for unpaid taxes, assessments, utility, water, sewer or other governmental charges, then currently due and payable; and (iv) any other lien or encumbrance granted, assumed or suffered by Seller and securing the repayment of money or other monetary claims made against Seller. As for all other types of potential Title and Survey Objections, Seller shall have the right, but not the obligation, to cure such Title and Survey Objections. Within ten (10) business days after receipt of Buyer's notice of such Title and Survey Objections, Seller shall notify Buyer in writing whether Seller will attempt to cure such Title and Survey Objections. Failure of Seller to give such notice shall be deemed an election by Seller not to cure such Title and Survey Objections. If, on the one hand, Seller elects to attempt to cure any such objection, Seller shall use reasonable efforts to cure prior to the Closing. If, on the other hand, Seller elects not to cure any such objection, Buyer shall have the following options to be given by written notice within three (3) business days of Seller's notice or deemed election: (i) to accept a conveyance of the Premises subject to the Permitted Exceptions, specifically including any matter objected to by Buyer which Seller is unwilling or unable to cure, without reduction of the Purchase Price, or (ii) to terminate this Agreement by sending written notice thereof to Seller, in which event the Deposit shall promptly be returned by the Escrow Agent to the Buyer without any further required action by Buyer or Seller, and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder (except for any obligations pursuant to the other provisions of this Agreement which expressly survive a termination). Similarly, in the event Seller is unable to effect a cure of any Title and Survey Objections which Seller has previously agreed to cure, then at Closing Buyer shall have the same options to either proceed with Closing or terminate this Agreement as described in clauses (i) and (ii) in the preceding sentence. If Buyer fails to timely notify Seller of Buyer's election to terminate this Agreement pursuant to said clause (ii), then Buyer's option to terminate this Agreement in accordance with this Section shall no longer be applicable, and this Agreement shall continue in full force and effect.

C. Buyer shall have the right to order one or more title or survey updates following the expiration of the Diligence Period and may notify Seller in writing (the "**Gap Notice**") of any title exceptions or requirements (or matters that will become title exceptions or requirements, including matters on the Survey) first arising (i) with respect to title matters, after the effective date of the Title Commitment and before the consummation of the Closing hereunder and (ii) with respect to the Survey, after expiration of the Diligence Period and before the consummation of the Closing (the "**Gap Objections**"). Buyer shall

be able to object to such matters, provided that Buyer provides Seller with a Gap Notice within five (5) business days of being made aware of the existence of any such matter. Within five (5) business days of Seller's receipt of a Gap Notice, Seller shall notify Buyer in writing (the "**Seller's Response**") as to which Gap Objections Seller shall cure (except that Seller shall be obligated to pay off, discharge or otherwise cure any mortgages or liens voluntarily created by or on behalf of Seller). If Seller is unwilling or unable to cure any Gap Objections, Buyer may (i) terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate in which case the Deposit shall be returned to Buyer and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement or (ii) elect to accept the conveyance of the Premise, specifically including any matter objected to by Buyer.

D. To enable Seller to make conveyance as herein provided, 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 interest, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed, or promptly thereafter in a manner consistent with the conveyancing practices of Massachusetts or acceptable to the Buyer and the Title Company.

E. As-Is; Release. Buyer agrees that the Premises shall be sold and that Buyer shall accept possession of the Premises on the Closing Date strictly on an "as is, where is, with all faults" basis, with no right of set-off or reduction in the Purchase Price, and that, except for Seller's representations contained in this Agreement or in the documents to be delivered by Seller at Closing, including, without limitation, and if available any warranty that pertains to the installation of the off-site water and sewer. (the "Excluded Matters"), such sale shall be without representation or warranty of any kind, express or implied. Buyer acknowledges that, except for the Excluded Matters, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller or any Seller agent as to any matters concerning the Premises. Buyer understands the legal significance of the foregoing provisions and acknowledges that they are a material inducement to Seller's willingness to enter into this Agreement. No alteration of the Premises is permitted except as expressly provided herein.

Except for the representations and warranties in Section 8 below, Buyer, by accepting the Deed, shall be deemed to release Seller and all other Seller Parties from, and waives all claims of liability against the Seller Parties for or attributable to, any environmental condition of the Premises, including claims or liabilities relating to the presence, discovery or removal of any Hazardous Substances in, at, under or about the Premises, including any claims or causes of action under any federal, state, county or local law, statute, judgment, order, regulation or requirement relating to environmental contamination. Buyer, as of the applicable Closing Date, shall be deemed to assume and take responsibility for all losses, costs, claims, liabilities, expenses, demands and obligations attributable to the environmental condition of the Premises. As used in this Contract, the term "Hazardous Substance" shall mean and include any and all chemical substance, material, waste or component thereof which is now listed, defined or regulated as hazardous or toxic by or under any present federal, state or local law, statute, act, rule, regulation, requirement, order, directive, code or ordinance, and all amendments thereto, pertaining in any way to health, safety and/or the environment.

The provisions of this Section shall survive the Closing.

8. ENVIRONMENTAL CONDITION OF PREMISES.

The Seller represents and warrants the following:

A. That to the best of its knowledge Seller is not aware of the presence of any Hazardous Waste at, upon, under or within the Premises or to the best of its knowledge, any contiguous real estate, or directly or indirectly into any waterway flowing upon, under or near any of said lands and there has been no discharge, spillage, controlled loss, seepage or filtration (a "**Spill**") of Hazardous Waste at, upon, under or within the Premises or, to the best of its knowledge, any contiguous real estate, or directly or indirectly into any waterway flowing upon, under or near any of said lands;

B. Seller, to the best of its knowledge, has not caused or to its knowledge permitted to occur, and shall not, during the term of this Agreement, permit to exist, any conditions on the Premises which may cause a Spill at, upon, under or within the Premises or on any contiguous real estate or directly or indirectly into any waterway flowing upon, under or near any of said lands;

C. To the best of its knowledge, there are no underground storage tanks on the Premises and, to the best of Seller's knowledge, there were no underground storage tanks on the Premises prior to its ownership of the Premises;

D. The knowledge of the Seller pertaining to the environmental conditions to the Premises shall be limited solely to the information contained within the Environmental Reports (defined in Section 11.K below).

9. EMINENT DOMAIN.

If, prior to the Closing, any of the land area of the Premises shall be taken by eminent domain, whether such taking is by a governmental entity, or any utility authority or company, at the Buyer's option, (a) this Agreement shall be null and void and all Deposits shall be returned to the Buyer; or (b) alternatively, Buyer may proceed to Closing as provided hereunder and elect either to (1) pay the Purchase Price in full and receive the portion of the condemnation award attributable to the portion of the Premises taken, or (2) receive a reduction of the Purchase Price equal to the product of (x) if the number of originally permitted units is between 100 and 120 units (A) Twenty Thousand ($20,000) Dollars multiplied by (B) the number by which the total number of originally permitted units for the Premises was reduced as a result of such taking or (y) if the number of originally permitted units is less than 100 (A) Thirty Thousand ($30,000) Dollars multiplied by (B) the number by which the total number of originally permitted units for the Premises was reduced as a result of such taking, in which latter event all awards from any such taking received prior to Closing shall become property of the Seller. Eminent domain shall include a transfer to government entities or utility authorities resulting from negotiations under threat of taking. It is specifically understood and agreed that, in the event any condemnation action is instituted against the Premises during the term of this Agreement, Seller will immediately notify Buyer of said action and keep Buyer fully advised as to the status of the proceedings.

10. DEFAULT - LIQUIDATED DAMAGES.

A. Default by Buyer. In the event that the Buyer gives notice that it will proceed with this Agreement pursuant to Section 5, and in the event that the Buyer is in default and such default continues for a period of 30 days after written notice from the Seller, Seller may terminate this Agreement; and the Deposits paid by Buyer hereunder shall be retained by Seller as liquidated damages which shall be the Seller's sole remedy in law or in equity.

B. Default by Seller. In the event that Seller fails to fulfill its obligation hereunder to close this transaction and transfer the Premises to Buyer in accordance with the terms and conditions set forth in this Agreement, Buyer's remedies shall be limited to the right to: (a) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent or Seller, as applicable, shall return the Deposit to Buyer, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (b) continue this Agreement and seek specific performance of Seller's obligations hereunder. ***Notwithstanding the immediately foregoing, Buyer understands that the Seller does not own the Premises and that in the event that the Seller does not purchase the Premises for reasons outside Seller's control, including without limitation Owner's default under the Seller Purchase Agreement, then the Buyer's sole remedy shall be the return of its Deposit.***

C. No Indirect Damages. Under no circumstances shall Seller or Buyer have the right to any indirect, consequential or punitive damages, "overhead" or similar charges, or any damages relating to lost profits or lost opportunities, or costs with respect to any such default by the other party hereto, it being understood that Seller and Buyer hereby waive their right to collect all other damages and all of their other rights and remedies on account of a default hereunder by the other party hereto, and agree that the remedies described in this Section shall be their sole and exclusive remedies in the event of any such default.

11. REPRESENTATIONS OF SELLER.

In order to induce Buyer to enter into this Agreement and to consummate the purchase of the Premise, Seller hereby represents and warrants to Buyer as of the date of this Agreement as follows:

A. Authority. Seller is, and on the Closing Date shall be, a, duly and validly limited liability company licensed to conduct business the Commonwealth of Massachusetts.

This Agreement and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Seller, and all consents required under Seller's organizational documents or by law will have been obtained.

This Agreement and such documents are, or at the Closing will be, legal, valid, and binding obligations of Seller enforceable in accordance with their terms, and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Premises is subject.

B. Condemnation. Seller has not received written notice of any condemnation, zoning, environmental or other land use regulation proceedings affecting the Premises and to Seller's knowledge there are no condemnation, zoning, environmental or other land use regulation proceedings threatened against the Premises.

C. Leases. As of the Effective Date, there are no leases, licenses, or occupancy agreements affecting the Premises and as of the Closing Date there will be no leases, licenses or other occupancy agreements relating to the Premises.

D. Violations of Law. To Seller's knowledge, Seller has not received any written notice from any governmental authority having jurisdiction that the Premises is in violation of any law, ordinance, rule or regulation applicable to the Premises To Seller's knowledge, Seller has not received any written notice from any governmental authority having jurisdiction of any failure by Seller to obtain any permit, license or other approval (collectively, the "**Premises Licenses**") which is necessary in order to own, use, or operate the Premises for its current use, or any intended revocation or modification of any such Premises Licenses.

E. Litigation. Seller has not been threatened with or received written notice of any legal action, suit or proceeding against Seller or the Premises before or by any federal or state court, commission, regulatory body, or administrative agency, domestic or foreign, which would, if determined adversely, materially and adversely affect the use or the value of the Premises or Seller's ability to consummate the transactions contemplated by this Agreement. To Seller's knowledge, there are no judgments, orders, or decrees of any kind against Seller unpaid or unsatisfied of record.

F. Section 1445. Seller is not a "foreign person" as defined by the Internal Revenue Code (the "**Code**"), Section 1445, and Seller will execute and deliver to Buyer at Closing an affidavit or certification in compliance with Code Section 1445 (the "**FIRPTA**").

G. Contracts. As of the Effective Date, there are no contracts or agreements pertaining to the Premises other than the Seller Purchase Agreement in effect and as of the Closing Date there will be no contracts and agreements that are binding on the Premises, except the Sellers Purchase Agreement with the Owner.

H. Rights of Others. Seller has not granted, other than to Buyer pursuant to this Agreement, any right or option to acquire the Premises, or any part thereof or any interest therein.

I. OFAC. Neither Seller nor, to Seller's knowledge, any direct or indirect owner of Seller is (a) identified on the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States (the "**OFAC List**") or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States.

J. Seller Purchase Agreement:

a. As of the Effective Date, Seller has delivered to the Buyer a redacted true and complete copy of the Seller Purchase Agreement, including all other amendments and material notices, including without limitation, notices of default or termination.

b. To Seller's knowledge, neither the purchaser nor the seller is in default under any material obligation under the Seller Purchase Agreement.

c. The Seller Purchase Agreement is in full force and effect.

d. The Seller Purchase Agreement provides Seller with the right to acquire the Premises.

e. The Seller Purchase Agreement contains no other conditions other than matters of record.

K. Environmental Reports. As of the Effective Date, Seller has delivered to the Buyer true and complete copies of any and all environmental reports, assessments or other information in Seller's possession or control, including without limitation the environmental assessments performed for the Seller by Ransom Environmental (such reports and assessments are collectively referred to as, the "Environmental Reports").

The representations and warranties of the Seller contained herein shall survive the Closing and delivery of the Deed for a period of nine (9) months after Closing. The term "to Seller's knowledge" shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge of Jim McCabe, Reid Blute, Mark Mastroianni and Mark Comeau.

12. BUYER'S REPRESENTATIONS.

All documents executed or to be executed by Buyer which are to be delivered to Seller at or before the Closing will be duly authorized, executed, and delivered by Buyer, and will be legal, valid, and binding obligations of Buyer. The individual executing this Agreement on Buyer's behalf is authorized to bind Buyer to all terms of this Agreement by his/her signature hereto. The Buyer represents that it is acquiring the Premises for the purposes of engaging in the business of constructing residential rental units. The Buyer represents that it has not filed a bankruptcy petition and that in the event that a petition for bankruptcy is filed against the Buyer which results in the appointment of a trustee then this Agreement shall terminate, all Deposits made hereunder shall be returned to the Buyer, and neither party shall have claims against the other in law or in equity.

The foregoing representations are a material part of this Agreement and Seller is specifically relying upon these representations. The representations set forth above shall survive the delivery of the Deed for nine (9) months.

13. CLOSING DELIVERABLES.

A. At or prior to the Closing, Seller shall deliver the following to Escrow Agent in escrow, executed and duly acknowledged, as applicable (the "**Seller Closing Deliveries**"):

i.

ii. the Deed;

iii. the FIRPTA;

iv. a duly executed certification in the form attached hereto as **Exhibit E,** stating that the

representations and warranties of Seller set forth herein are true and correct in all material respects as of the Closing Date;

v. any other documents, affidavits, instruments, records, correspondence or agreements relating to the Property, and in Seller's possession, as the Buyer may reasonably require and the Seller can reasonably deliver;

vi. a Closing Statement setting forth all credits, adjustments and pro-rations made at the Closing, in form and content reasonably satisfactory to Buyer and Seller (the "**Closing Statement**");

vii. an owner's affidavit and gap indemnity in favor of the Title Company on the Title Company's standard form of owner's affidavit;

viii. such evidence of Seller's power and authority to consummate the transactions contemplated herein as Title Insurer may reasonably require; and

B. At or prior to the Closing, Buyer shall deliver the following to Escrow Agent in escrow, executed and duly acknowledged, as applicable (the "**Buyer Closing Deliveries**"):

i. the balance of the Purchase Price in good funds as called for herein;

ii. evidence of the authority of Buyer to enter into and consummate the transactions contemplated by this Agreement as may reasonably be required by the Title Company;

iii. a counterpart of the Closing Statement; and

C. Buyer and Seller each agree to furnish to the other at the Closing such other documents as shall be reasonably requested by the other party or the Title Company to carry out the terms and provisions of this Agreement, provided that no such document shall increase the obligations of the party from whom such document is requested.

14. REAL ESTATE COMMISSION.

The Seller represents that it has not contracted with any broker or other party who is due a commission and Seller agrees to indemnify the Buyer against and to hold the Buyer harmless from any claim, loss, damage, cost or liability for any additional brokerage commissions or fees that may be asserted against the Buyer as a result of this real estate sale. The provisions of this paragraph shall survive delivery of the Deed.

15. NOTICE.

All notices required under this Agreement shall be served personally, or sent by fax or email (received by 4pm) with an original notice delivered within two business days by hand or a recognized overnight carrier service to the parties as follows:

TO SELLER: Pulte Homes of New England LLC
Attention: James R. McCabe
115 Flanders Road, Suite 200
Westborough, Massachusetts 01581
Tel: (508) 870-9999
Fax: (508) 870-0408
Email: Jim.McCabe@Pulte.com

With Copy to:
Johnson & Borenstein, LLC
Attention: Mark B. Johnson, Esq.
12 Chestnut Street, Andover, MA 01810
Tel: (978) 475-4488
Fax: (978) 475-6703);
Email: mark@jbllclaw.com

TO BUYER: Baystone Development, LLC
Attention: Todd S. MacDowell
21 Center Street
Weston, Massachusetts 02493
Tel: (781) 894-9898
Email: tmacdowell@baystonedevelopment.com

With Copy to:
DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, MA 02110
Attention: Bryan C. Connolly, Esq.
Tel: (617) 406-6041
Email: Bryan.Connolly@us.dlapiper.com

Either party may designate a different person or entity or place at which notices shall be given by sending a written notice to that effect to the other party in the matter provided herein. All notices shall be deemed sent as of the date of mailing.

16. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, fiduciaries, legal representatives, successors, nominees and assigns; provided, however, neither party may assign its rights under this Agreement, without first receiving the express written consent of the other, except that the Buyer may assign its right to a single asset entity in which the Buyer is a member, at its option.

17. RECORDING OF THIS AGREEMENT.

Buyer shall not have the right to record a Notice of Agreement, and if the Buyer records a Notice of Agreement it shall be a default by the Buyer and at the Seller's sole option this Agreement shall terminate.

18. EXECUTION OF DOCUMENTS/EFFECTIVE DATE.

The parties shall execute such other documents as may be reasonably necessary to implement and effectuate the terms and conditions of this Agreement. The Effective Date of this Agreement shall be the date on which it is executed by the Seller and Buyer, or if not executed simultaneously, the date on which it is executed by the last of Seller or Buyer, which date will be inserted at the top of the first page hereof.

19. CONSTRUCTION OF AGREEMENT.

This Agreement is to be construed as a contract made in the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and permitted assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. The captions are used only as a matter of convenience and are not to be considered part of this Agreement or to be used in determining the intent of the parties to it. This Agreement constitutes in its entirety the terms of the agreement between the Buyer and the Seller, and any oral discussions or agreements not set forth in this Agreement are not binding on either party. Any written memorandum, letters or email between the Buyer and Seller containing terms, discussions, or agreements not set forth in this agreement are not binding on either party.

20. LIABILITY OF SHAREHOLDERS AND OFFICERS.

Only the Seller and Buyer shall be bound by this Agreement and no shareholder, director, employee, agent or officer of Seller or Buyer shall be personally liable for any obligation, express or implied, hereunder.

21. AGREEMENT IS CONFIDENTIAL.

Prior to the Closing, unless otherwise authorized by the other party, each party and each party's representatives shall hold in confidence the terms of this Agreement and all data and information generated or obtained with respect to the Premise, provided, however, that it is understood and agreed that either party

may disclose this Agreement and such data and information as may be required by law, and each party may disclose this Agreement and such data and information to the employees, consultants, accountants, attorneys and board members of such party provided that such persons are informed of the confidential nature of the terms of this Agreement. In the event this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall, at Seller's request, promptly destroy or return to Seller any statements, documents, or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein including, without limitation, copies thereof in any form whatsoever (including electronic form), together with copies of any and all test results and studies performed by or on behalf of Buyer with respect to the Premises. In the event the Buyer is required to demonstrate site control for the application for a comprehensive permit under Chapter 40B, the Buyer shall provide to the Seller, for Seller's approval, a copy of this Agreement in a redacted form prior to submittal, provided, however, that any such redacting shall be compliant with the requirements of Chapter 40B. The obligations under this paragraph shall survive any termination of this Agreement.

22. EXCLUSIVITY

In consideration of the significant time and expense to be devoted by Buyer to its potential acquisition of the Premises, Sellers agrees that from the Effective Date until the date that this Agreement is terminated, it will negotiate exclusively with Buyer concerning a potential sale of the Premises, it will not market the Premises for sale or allow other potential purchasers to inspect or tour the Premises, and it has not and will not enter into any agreement to sell the Premises to any party other than Buyer. Notwithstanding anything to the contrary in this Agreement, and in addition to the other rights and remedies of Buyer set forth in this Agreement, if Seller breaches its obligations under this Section, Buyer shall have the election to, injunctive relief.

23. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Agreement shall not be modified or amended except in a written document signed by Seller and Buyer.

24. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted electronically or by telecopy shall be valid and effective to bind the party so signing, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted signature and shall accept the telecopied or electronically transmitted signature of the other party to this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

25. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY PURCHASER OR SELLER UNDER OR WITH RESPECT TO THIS AGREEMENT, PURCHASER AND, SELLER EACH WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

26 Each of Seller and Buyer: (i) agrees that any suit, action or other proceeding arising out of or based upon this Agreement, or the subject matter hereof, or any documents delivered in connection herewith, shall be brought only in the courts of The Commonwealth of Massachusetts or the United States District Court

for the District of Massachusetts; (ii) irrevocably submits itself to the exclusive jurisdiction of the such courts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof, or any documents delivered in connection herewith; (iii) waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court; and (iv) consents to service of process by registered mail at the address to which notices are to be given if personal service is not with the exercise of reasonable efforts possible.

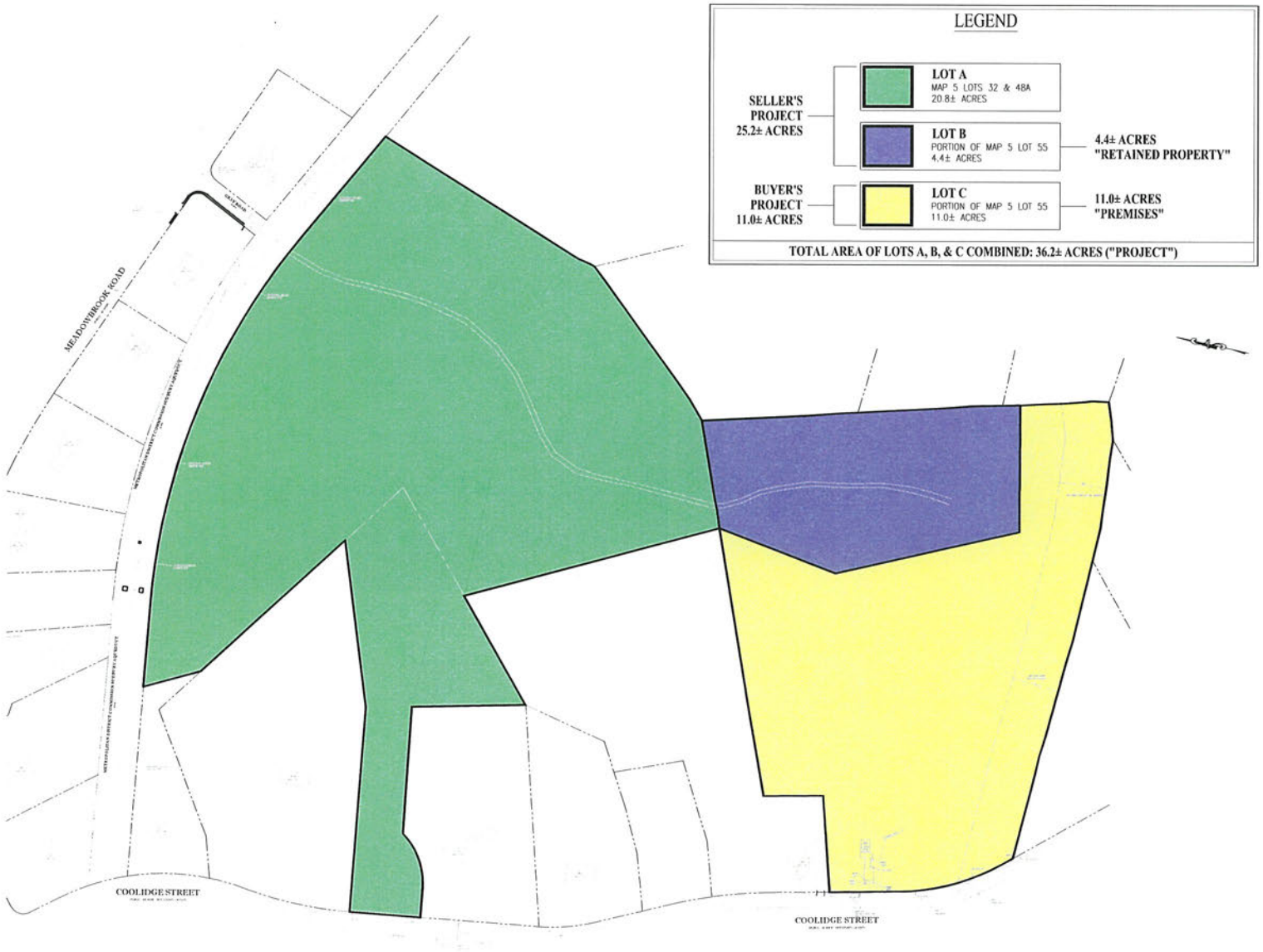
WITNESS WHEREOF, the parties hereto have hereunto fixed their hands and seals on the date first above written.

Buyer	Seller
Baystone Development, LLC Todd S. MacDowell Authorized Signatory	Pulte Homes of New England LLC James R. McCabe Authorized Signatory

Exhibit A

Sketch Plan

Exhibit A



NOT FOR CONSTRUCTION

CDG PROJECT #: 19001

REVISIONS:

REV.	DATE	COMMENT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PLANNING BOARD:

SEAL:

MATTHEW A. LEIDNER, P.E.

PREPARED BY:

CIVIL DESIGN GROUP, LLC

21 HIGH STREET, SUITE 207
NORTH ANDOVER, MA 01845
www.cdgengineering.com
p: 978-794-5400 f: 978-965-3971

PREPARED FOR:

Pulte Homes

115 FLANDERS ROAD
SUITE 200
WESTBOROUGH, MA 01581
www.pulte.com

PROJECT:

84 & 104 COOLIDGE STREET

MAP 5 LOTS 32, 48A, & 55
SHERBORN, MASSACHUSETTS

SCALE: 100 0 50 100 200
GRAPHIC SCALE IN FEET

SHEET:

LOT PLAN

EXHIBIT A

DATE: 01/14/2020

Exhibit B

Escrow Agreement

ESCROW AGREEMENT

DATE: January 27, 2020

TO: FIRST AMERICAN TITLE INSURANCE COMPANY (Escrow Agent)

PREMISES: 84 Coolidge Street, Sherborn, MA

SELLER: Pulte Homes of New England LLC

BUYER: Baystone Development, LLC

Reference is made to an Agreement of Sale by and between the Buyer and Seller. Any capitalized terms not otherwise defined herein shall have the meaning as set forth in such Agreement.

You are hereby requested to act as Escrow Agent in the above captioned real estate transaction. The following instructions are submitted to you for the purpose of governing the holding of the Deposit and Additional Deposit referred to as "Escrowed Documents".

1. The Parties have entered into an Agreement of Sale relative to the above Premises. The Agreement provides for the escrowing of the Deposit and Additional Deposit in accordance with the Agreement. (Individually, or collectively, the "Escrowed Documents")

2. The "Escrowed Documents" are to be held by the Escrow Agent and shall not be subject to pledge, assignment or offset.

3. Upon the release of the last of the "Escrowed Documents" in accordance with the Agreement of Sale, this Agreement, and all rights and obligations of the Escrow Agent shall be deemed to have been satisfied and the Buyer and Seller shall have no recourse against the Escrow Agent.

4. You are instructed to release the "Escrowed Documents" either (1) as directed pursuant to written instructions signed by Buyer and Seller; or (2) to either party in the event you receive a sworn affidavit from a party that it is entitled to all or part of the "Escrowed Documents" (referred to as "Demand") pursuant to the terms of the Agreement of Sale and you have given written notice, sent certified mail/return receipt requested to the other party (and to such parties' lawyer) of such "Demand" and you have not received within ten business days of the other party's receipt of the "Demand" a written objection thereto.

5. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement and are purely ministerial in nature. If there is any dispute between the parties hereto as to whether or not the Escrow Agent is obligated to disburse or release the "Escrowed Documents" held pursuant to this Agreement, the Escrow Agent shall not be obligated to make such disbursement or delivery, but in such event shall hold the "Escrowed Documents" until receipt by the Escrow Agent of authorization, in writing, signed by all persons having an interest in said dispute, directing the disposition of the "Escrowed Documents", or in the absence of such authorization, the Escrow Agent shall hold the "Escrowed Documents" until a final determination of the rights of the parties by agreement of the parties or by a court of competent jurisdiction beyond all appeal period . If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, the Escrow Agent may, but is not required to, retain counsel and bring an appropriate action or proceeding for leave to deposit the "Escrowed Documents" pending such determination. The Escrow Agent shall be reimbursed for all costs and expenses incurred by it in connection with such action or proceeding, including reasonable attorney's fees and disbursements, by the parties hereto. Upon delivery of the "Escrowed Documents" as provided herein, the Escrow Agent shall have no further liability hereunder. If threatened with litigation, the Escrow Agent is hereby authorized by the undersigned to interplead all interested parties in any court of competent jurisdiction and to deposit the "Escrowed Documents" with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement.

6. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Parties hereto each release the Escrow Agent from liability for any act done or omitted to be done by the Escrow Agent in good faith in the performance of its obligations and duties hereunder. The Escrow Agent shall be entitled to rely on any instrument or signature believed by Escrow Agent to be genuine and may assume that any person purporting to give in writing, notice, or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

7. The undersigned hereby jointly and severally indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expenses incurred without negligence or bad faith or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of or the performance of its duties under this Agreement, as well as the costs and expenses, including reasonable

attorney's fees and disbursements, of defending against any claim or liability arising under this Agreement.

8. This Agreement may not be changed or modified except as agreed in writing signed by each of the parties hereto. This Agreement shall be binding and inure to the benefit of the parties and their respective heirs, successors and assigns.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of MA.

10. This Escrow Agreement supplements and does not supersede the previous agreements between Buyer and Seller. As between Buyer and Seller the terms of such agreements shall prevail.

11. Delivery or return of any "Escrowed Documents" notice or other communication concerning the Escrow may be made to any party by hand delivery (including overnight delivery services) or by registered or certified mail to the addresses set forth below:

TO SELLER: Pulte Homes of New England LLC
Attention: James R. McCabe
115 Flanders Road, Suite 200
Westborough, Massachusetts 01581
Tel: (508) 870-9999
Fax: (508) 870-0408
Email: Jim.McCabe@Pulte.com

With Copy to:
Johnson & Borenstein, LLC
Attention: Mark B. Johnson, Esq.
12 Chestnut Street, Andover, MA 01810
Tel: (978) 475-4488
Fax: (978) 475-6703);
Email: mark@jbllclaw.com

TO BUYER: Baystone Development, LLC
Attention: Todd S. MacDowell
21 Center Street

Weston, Massachusetts 02493
Tel: (781) 894-9898
Email: tmacdowell@baystonedevelopment.com

Either party may designate a different person or entity or place at which notices shall be given by sending a written notice to that effect to the other party in the matter provided herein.

12. We, the undersigned, do hereby jointly and severally agree that the Escrow Agent, shall incur no liability whatsoever in connection with its good faith performance under this Escrow Agreement, and do hereby jointly and severally release and waive any claims we may have against the Escrow Agent which may result from its performance in good faith of its function under this agreement, including but not limited to, a delay in the electronic wire transfer of funds. The Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or bad faith or willful misconduct while performing as Escrow Agent under this Escrow Agreement.

13. The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by Escrow Agent relating to this Escrow Agreement. Escrow Agent may rely upon any oral identification of a party notifying Escrow Agent orally as to matters relating to this Agreement if such oral notification is permitted thereunder. Escrow Agent is not responsible for the nature, content, validity or enforceability of any of the escrow documents.

14. In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the escrow funds or the escrow documents, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Escrow Agent shall not release the escrow funds or the escrow documents. The Escrow Agent shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (b) shall have finally been determined in a court of competent jurisdiction, beyond all applicable appeal periods. In the alternative, Escrow Agent may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court the Funds.

15. The Escrow Agent may at its sole discretion resign by giving (30) days' written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the escrow funds and escrow documents. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent

jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the escrow funds and escrow documents to such successor. Costs and fees incurred by the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto.

In witness whereof, the parties hereto have affixed their hands and seals as of the date first set forth above.

ESCROW AGENT:

FIRST AMERICAN INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Buyer	Seller
Baystone Development, LLC	Pulte Homes of New England LLC
Todd S. MacDowell Authorized Signatory	James R. McCabe Authorized Signatory

Escrowed Documents

Deposit $50,000

Exhibit C

Intentionally Omitted.

Exhibit D

Form of Deed

QUITCLAIM DEED

PULTE HOMES OF NEW ENGLAND LLC, a Michigan limited liability company ("Grantor"), having a mailing address at 115 Flanders Road, Westborough, Massachusetts 01581, for and in consideration of the sum of (TBD) hereby grants to _____ LLC, a Massachusetts limited liability company ("Grantee"), having its usual place of business at c/o Baystone Development, LLC, 21 Center Street, Weston, Massachusetts 02493, with QUITCLAIM COVENANTS all of Grantor's right, title and interest in and to the real property and land together with the buildings and improvements erected thereon, situated in Sherborn, Massachusetts, as more particularly described on Exhibit A attached hereto (the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters of record.

The Grantor has not elected to be treated as a corporation for federal tax purposes.

For reference to Grantor's title see _____ recorded in the Middlesex South Registry of Deeds in Book _____, Page ____.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, this undersigned has executed and delivered this Quitclaim Deed as a sealed instrument as of this ___ day of _____, 202_.

GRANTOR:

PULTE HOMES OF NEW ENGLAND LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared _____, as _____of Pulte Homes of New England LLC proved to me through satisfactory evidence of identification, namely _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of Pulte Homes of New England LLC.

_____
Notary Public
My commission expires:

Exhibit E

Form of Seller's Representation and Warranties Certificate

SELLER'S REPRESENTATIONS AND WARRANTIES

This Certificate of Representations and Warranties (this "**Certificate**") is made pursuant to the terms and conditions of that certain Purchase and Sale Agreement dated as of December ____, 2019, as same may have been amended from time to time (the "**Agreement**"), by and among Pulte Homes of New England, LLC (the "**Seller**"), and _____, LLC. (the "**Buyer**").

In consideration of the purchase of the Premises (as defined in the Agreement) by the Buyer from the Seller pursuant to the Agreement, the Seller certifies to Buyer that all of the representations and warranties made by the Seller in the Agreement are true and correct in all material respects as of the date hereof, except as may be expressly qualified or updated as follows: _____.

IN WITNESS WHEREOF, the Seller has executed this Certificate as of this ____ day of _____, 202_.

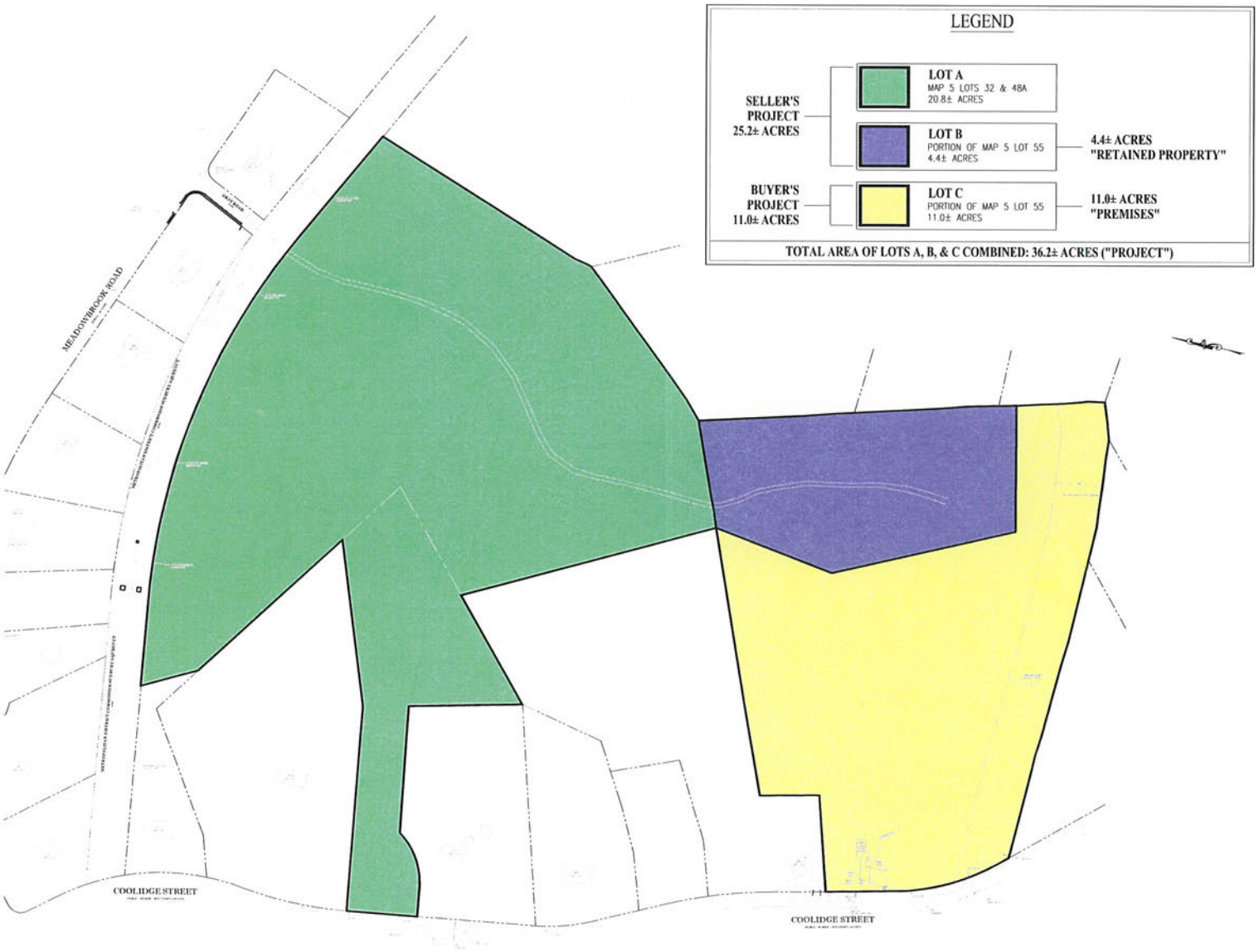
SELLER:
PULTE HOMES OF NEW ENGLAND LLC

By: _____
Name:
Title:

Exhibit F

Lot Line Adjustment Plan

Exhibit F (As may be adjusted per Section 1(E).)



NOT FOR CONSTRUCTION

CDG PROJECT # 19001

REVISIONS:

REV	DATE	COMMENT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PLANNING BOARD:

SEAL:

MATTHEW A. LEIDNER, P.E.

PREPARED BY:

CIVIL DESIGN GROUP, LLC
21 HIGH STREET, SUITE 207
NORTH ANDOVER, MA 01845
www.cdgengineering.com
p: 978-794-5400 f: 978-965-3971

PREPARED FOR:

Pulte Homes
115 FLANDERS ROAD
SUITE 200
WESTBOROUGH, MA 01581
www.pulte.com

PROJECT:

84 & 104 COOLIDGE STREET
MAP 5 LOTS 32, 48A, & 55
SHERBORN, MASSACHUSETTS

SCALE:
100 0 50 100 200
GRAPHIC SCALE IN FEET

SHEET:

LOT PLAN

EXHIBIT A

DATE 01/14/2020

SMOLAK & VAUGHAN LLP
ATTORNEYS AT LAW

Stephanie A. Kiefer, Esq.
T: 978-682-5220 | F: 978-327-5219
skiefer@smolakvaughan.com

July 23, 2020

By Electronic Mail

Todd MacDowell, Manager
Baystone Sherborn, LLC
c/o Baystone Development, LLC
21 Center Street
Weston, MA 02493

Re: LIP Application
Applicant: Baystone Sherborn, LLC
Project: Coolidge Crossing, Sherborn, MA
Site: Approximately 15.2 acres, 84-86 Coolidge Street, Sherborn, MA
Evidence of Site Control

Dear Mr. MacDowell:

In connection with Baystone Sherborn, LLC's Local Initiative Project Application to the Department of Housing and Community Development, you have requested that review those materials regarding Applicant's control of the Site, as based on documentation that the Applicant (or a related entity) owns or holds an option or contract to acquire such interest in the Site, or has such other interest in the Site as is deemed by the program administrator to be sufficient control of the Site. For purposes of this letter, the term "control of the site" relates to the fulfillment of certain requirements set forth at 760 CMR 56.04(1)(c).

There are two "Agreements of Purchase", through which Baystone Sherborn, LLC possesses site control of the 15.2 acre project locus, consisting of a portion of each 84 and 86 Coolidge Street, Sherborn, MA.

With respect to a portion of 84 Coolidge Street, consisting of 11 +/- acres, on February 12, 2020, Baystone Development, LLC ("Baystone") entered an "Agreement of Sale" with Pulte Homes of New England LLC ("Pulte") for the purchase of certain real property, consisting of 11 +/- acre portion of 84 Coolidge Street (the "PH Agreement")[1]. Under the terms of the PH Agreement, Buyer has the right to assign its rights to a single asset entity of which Buyer is a member or otherwise assign with consent of Seller; it is our understanding, that Baystone has created Baystone Sherborn, LLC, a single asset entity, to be the limited dividend entity for the 40B Coolidge Crossing project. The PH

[1] The 11+/-acre portion of 84 Coolidge is the area identified as "Parcel C" on Exhibit A of the PH Agreement.

Agreement is currently pending, with an outside closing date of September 1, 2022, unless extended prior to such date.

It is noted that the 84 Coolidge Street property is currently owned by Trask, Inc. ("Trask"). Pulte has the property under contract with Trask pursuant to an "Agreement of Sale," dated December 31, 2018 ("Trask Agreement"). A copy of the first page, the signature page and Exhibit A of the Trask Agreement are attached hereto. On May 16, 2019, a First Amendment and Restatement of Agreement of Sale was entered into by Trask and Pulte. Most recently, on June 30, 2020, Trask and Pulte executed a Second Amendment of Agreement of Sale (the "Second Amendment"), which confirms the Trask Agreement remains valid at present date. A copy of the Second Amendment is also attached hereto.

Under a separate purchase agreement, Baystone Sherborn entered into an "Agreement for Sale" with Aaron Paddock and Ada Hau Paddock, dated April 13, 2020 (the "Paddock Agreement"), concerning a portion of the Site on which the Project is proposed. This portion of the Site is presently known as 86 Coolidge Street. Both a portion of the real property described in the Pulte Agreement and Paddock Agreement collectively comprise the Site.

Based on the foregoing, Sheborn Baystone, LLC has site control over the site on which the Project is proposed. Should you or any other party require any further information regarding the issue of site control, please feel free to contact me.

Please contact me should you have any questions.

Sincerely,

Stephanie A. Kiefer

Encl.

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made and entered into this 31 day of December 2018 (hereinafter the "Effective Date") by and between Trask, Inc., a Massachusetts corporation having an address of 337 Turnpike Road, Suite 201, Southborough, MA 01772 (hereinafter referred to as "Trask" or "Seller") and Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts, having an address of 115 Flanders Road, Westborough, Massachusetts 01581, its successors, permitted assigns or any nominee (hereinafter referred to as "Buyer").

WHEREAS, Trask is the owner of a parcel of land in the Town of Sherborn (the "Town") known as Lot 2A and more particularly described in a deed recorded with the Middlesex County (Southern District) Registry of Deeds (the "Registry") in Book 64760, Page 28 (referred to as the "Premises");

[redacted]

WHEREAS, the Buyer desires to purchase a portion of the Premises; shown on **EXHIBIT A**; and

NOW, THEREFORE, in consideration of the Deposit placed in escrow and the mutual covenants and conditions set forth herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereby agree as follows:

1. PREMISES.

A. Trask agrees to sell and Buyer agrees to purchase the Premises and all rights appurtenant thereto; all structures, all improvements on and to the Premises; all mineral, oil, gas rights and profits, water rights and sub-terrain rights; all sewer/septic and utility rights allocated to the Premises and the improvements; all right, title, and interest of Trask in and to any roads, streets and ways, public or private, serving any portion of the Premises; all rights, title and interest of Trask in and to any land lying in the bed of any street, road, avenue, lane or right of way in front of, adjoining or adjacent to the Premises; all rights and entitlements to development of the Premises granted by governmental or quasi-governmental bodies or entities having jurisdiction or authority over the Premises, together with any and all easements and other rights which benefit the Premises or which are required in order to construct the Project (defined in Section 1.B) as contemplated by Governmental Approvals (as defined below in Section 6) as well as an assignment of all Governmental Approvals.

[redacted]

[1] As used in this Agreement the term "Final Approval" shall mean that all permits or approvals re-zonings, use variances necessary for development of the Premises, except building permits, as contemplated herein have been issued with all appeal periods having expired with no appeal taken or all appeals resolved in favor of the issuance of the requested permit containing conditions acceptable to the Buyer.

The parties shall execute such other documents as may be reasonably necessary to implement and effectuate the terms and conditions of this Agreement. The Effective Date of this Agreement shall be the date on which it is executed by Trask and James R. McCabe on behalf of the Buyer, or if not executed simultaneously, the date on which it is executed by the last of Trask or James R. McCabe on behalf of Buyer, which date will be inserted at the top of the first page hereof.

22. CONSTRUCTION OF AGREEMENT.

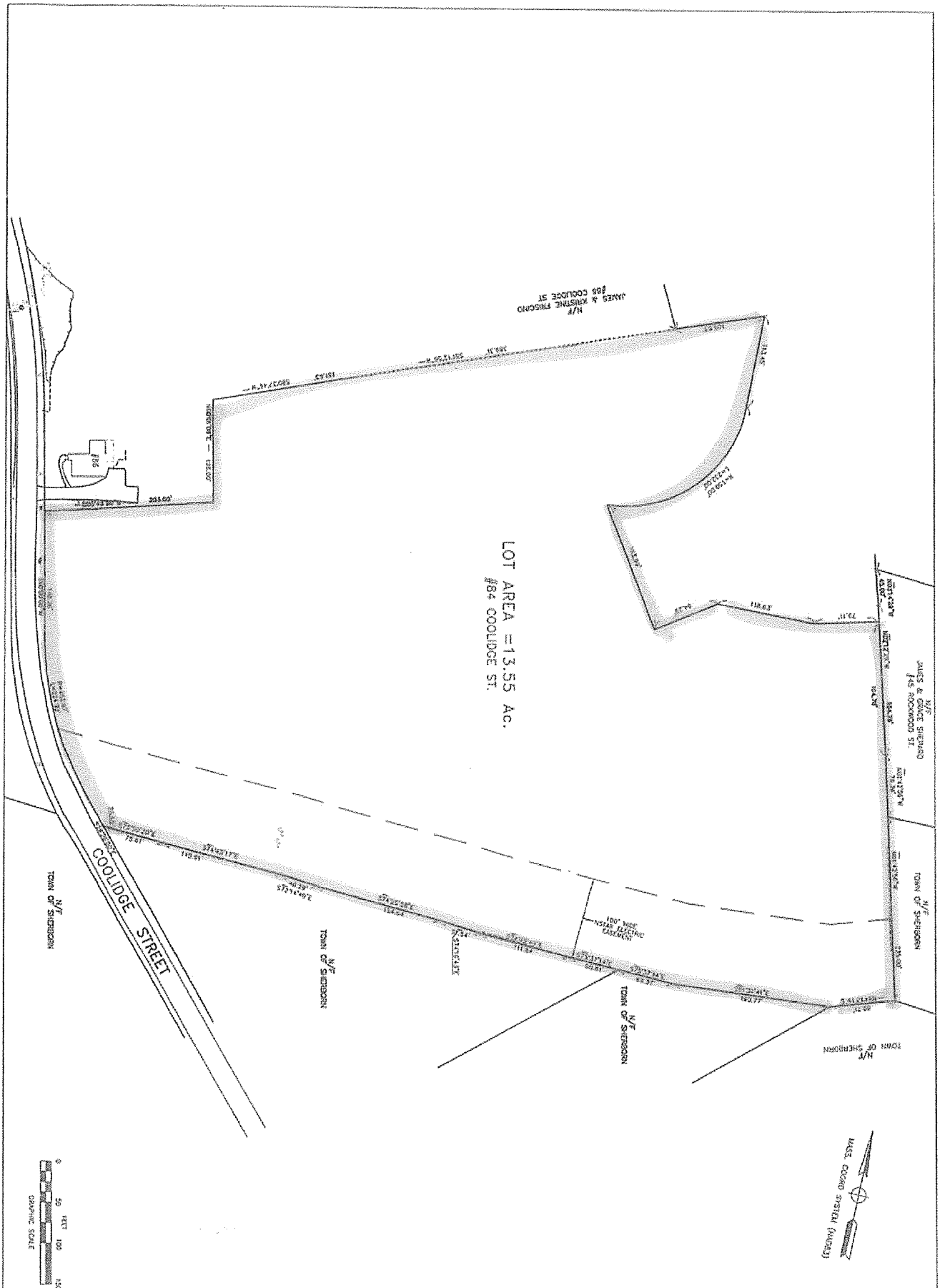
This Agreement is to be construed as a contract made in the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and permitted assigns, and may be canceled, modified or amended only by a written instrument executed by both Trask and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered part of this Agreement or to be used in determining the intent of the parties to it. This Agreement constitutes in its entirety the terms of the agreement between the Buyer and Trask, any oral discussions or agreements not set forth in this agreement are not binding on either party. Any written memorandum (with the exception of a fully executed Purchase and Sale Agreement), letters or email between the Buyer and Trask containing terms, discussions, or agreements not set forth in this agreement are not binding on either party.

23. LIABILITY OF SHAREHOLDERS AND OFFICERS.

Only Trask and Buyer shall be bound by this Agreement and no shareholder, director, employee, agent or officer of Trask or Buyer shall be personally liable for any obligation, express or implied, hereunder.

WITNESS WHEREOF, the parties hereto have hereunto fixed their hands and seals on the date first above written.

Trask	Buyer
Trask, Inc. Ben Stevens President	Pulte Homes of New England LLC James R. McCabe Authorized Signatory



2	PREPARED FOR: COOLIDGE CROSSING LLC 337 TURNPIKE ROAD, SUITE 201 SOUTHBOROUGH,MA 01772 DATE: DECEMBER 27, 2018	EXHIBIT A -COOLIDGE CROSSING- COOLIDGE STREET SHERBORN,MA		PREPARED BY: BRUCE SALUK & ASSOC., INC. CIVIL ENGINEERING & LAND SURVEYING 576 BOSTON POST ROAD EAST MARLBOROUGH, MA 01752	

SECOND AMENDMENT OF AGREEMENT OF SALE

This Second Amendment of Agreement of Sale ("Amendment") is made as of this 30th day of June, 2020 ("Effective Date") by and between Trask, Inc., a Massachusetts corporation having an address of 337 Turnpike Road, Suite 201, Southborough, Massachusetts 01772, Coolidge Crossing LLC, a Massachusetts limited liability company having an address of 337 Turnpike Road, Suite 201, Southborough, Massachusetts, and Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts, having an address of 115 Flanders Road, Westborough, Massachusetts 01581.

RECITALS

A. WHEREAS, The Parties entered into an Agreement of Sale dated December 31, 2018 ("Agreement") for the purchase of that certain real property known as 84 Coolidge Street, Sherborn, MA (the "Property"); and

B. WHEREAS, the Parties entered into an Amendment and Restatement of the Agreement between Pulte Homes of New England LLC and Trask, Inc. dated May 16, 2019.

C. WHEREAS, the Parties hereby agree to enter into this Second Amendment of Agreement of Sale as outlined below.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. The last sentence of Section 6.B shall be deleted and replaced with the following:

Notwithstanding the above, Outside Closing Date shall be no later than 5 years after 3rd party appeal has been filed, or no more than 9 years and four months after the execution of this Agreement.

WITNESS WHEREOF, the parties hereto have hereunto fixed their hands and seals on the date first above written

TRASK, INC.

By: Benjamin T. Stevens
Its: President and Treasurer

COOLIDGE CROSSING, LLC

By: Benjamin T. Stevens
Its: Manager duly authorized

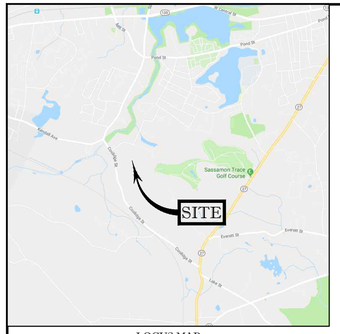
BUYER:
Pulte Homes of New England, LLC

By: James R. McCabe
Its: Authorized Signatory

Exhibit 4

Site Plans

Please see plan set in rear folder slot



LOCUS MAP
©2018 BING MAPS

SHEET - 2

NOTES:

1. PROPERTY KNOWN AS MAP 5, LOT 55 AS SHOWN ON THE GIS MAPS OF THE TOWN OF SHERBRON, MIDDLESEX COUNTY, COMMONWEALTH OF MASSACHUSETTS.
2. AREA OF LOT 55 = 670,120 SF OR 15.384 AC.
3. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. LEVESQUE GEOMATICS INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.
4. THE BEARING BASIS OF THIS SURVEY IS BASED ON PLAN 1232 OF 1961.
5. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY LEVESQUE GEOMATICS INC AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. THIS SURVEY WAS PREPARED WITH REFERENCE TO A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER NCS-998843-BOS1, DATED FEBRUARY 19, 2020 WHERE THE FOLLOWING SURVEY RELATED TITLE EXCEPTIONS WERE FOUND IN SCHEDULE B, SECTION II:

(8) GRANT OF UTILITY EASEMENT TO EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON DATED AUGUST 16, 1918 AND RECORDED ON SEPTEMBER 24, 1918 IN BOOK 4221, PAGE 281 - EASEMENT SHOWN

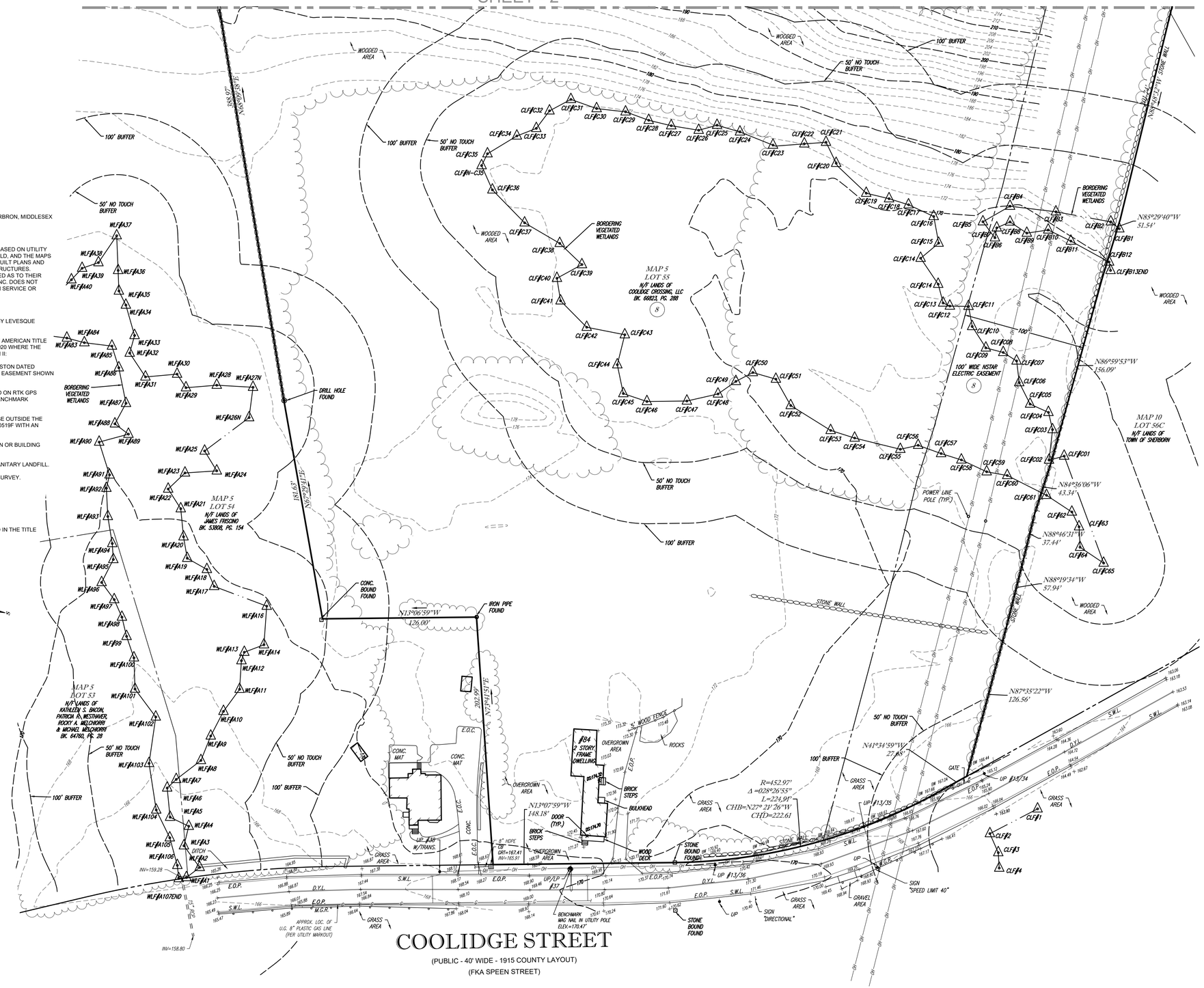
6. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON RTK GPS OBSERVATIONS ON THE KEYSTONE REAL TIME NETWORK AND ARE SUBJECT TO LOCAL BENCHMARK ADJUSTMENT.
7. THE PROPERTY SHOWN IS LOCATED IN FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP 25017C0519F WITH AN EFFECTIVE DATE OF 7/07/2014.
8. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
9. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
10. THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IS THE SAME AS SHOWN ON THE SURVEY.
11. NO ENCROACHMENTS WERE OBSERVED.
12. THE PROPERTY HAS DIRECT ACCESS TO COOLIDGE STREET.
13. THERE WAS NO EVIDENCE OF A CEMETERY OR BURIAL GROUND.
14. CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED REVEALED IN THE TITLE REPORT AND REFERENCED MAPS HAVE BEEN SHOWN.

PLAN REFERENCES:

PLAN #	/ YEAR
5	2015
1232	1961
330	1991
350	1969
1028	1967
1575	1973
981	1966
703	2007
136	2005
1475	1967
1455	1957

LEGEND

- 124 — EXISTING CONTOUR
- 125 — EXISTING SPOT ELEVATION
- TC 123.45 — EXISTING TOP OF CURB ELEVATION
- G 122.95 — EXISTING GUTTER ELEVATION
- TW 123.45 — EXISTING TOP OF WALL ELEVATION
- BW 122.95 — EXISTING BOTTOM OF WALL ELEVATION
- DS 123.45 — EXISTING DOOR SILL ELEVATION
- HYDRANT
- W — WATER VALVE
- GV — GAS VALVE
- D — APPROX. LOC. UNDERGROUND DRAINAGE LINE
- OH — OVERHEAD WIRES
- G — APPROX. LOC. UNDERGROUND GAS LINE
- E — APPROX. LOC. UNDERGROUND ELECTRIC LINE
- UP — UTILITY POLE
- C/O — CLEAN OUT
- SIGN
- EOG — EDGE OF GRAVEL
- EOP — EDGE OF PAVEMENT
- POST
- LSA — LANDSCAPED AREA
- DMH — DRAINAGE/STORM MANHOLE
- INV — INVERT ELEVATION
- GRT — GRATE ELEVATION
- DWP — DETECTABLE WARNING PAD
- SWL — SOLID WHITE LINE
- SYL — SOLID YELLOW LINE
- DYL — DOUBLE YELLOW LINE
- CLF — CHAIN LINK FENCE
- PVC — POLYVINYL CHLORIDE PIPE
- HDPE — HIGH DENSITY POLYETHELENE PIPE
- RCP — REINFORCED CONCRETE PIPE
- W — WELL / MONITORING WELL



SEE SHEET 2 FOR SURVEYOR'S DESCRIPTION

NOT FOR CONSTRUCTION

CDG PROJECT #: TBD

REVISIONS:

REV	DATE	COMMENT
1	5/22/20	REVISED PER ATTORNEY COMMENTS
2	7/13/20	REVISED PER WETLAND FLAGS
3		

SURVEYED BY:

LEVESQUE GEOMATICS INC

43 GLENDALE ROAD
STURBRIDGE, MA 01518
www.l-geo.net
p: 508-868-0041

SURVEYOR'S CERTIFICATE:

TO: BAYSTONE DEVELOPEMENT, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY; BAYSTONE SHERBORN, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 3, 4, 5, 8, 9, 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 2019.

COMMONWEALTH OF MASSACHUSETTS
JOSEPH I LEVESQUE III
NO. 53640
REGISTERED PROFESSIONAL LAND SURVEYOR

JOSEPH I LEVESQUE III, PLS

PREPARED BY:

CIVIL DESIGN GROUP, LLC

21 HIGH STREET, SUITE 207
NORTH ANDOVER, MA 01845
www.cdgengineering.com
p: 978-794-5400 f: 978-965-3971

PREPARED FOR:

BAYSTONE DEVELOPMENT

21 CENTER STREET
WESTON, MA 02493
www.baystonedevelopment.com

PROJECT:

COOLIDGE CROSSING

84 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

SCALE:

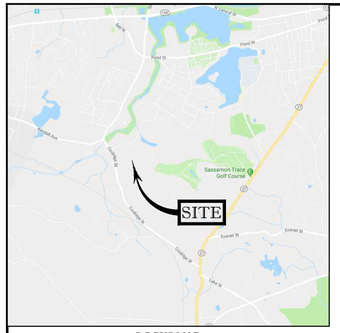
40 0 20 40 80
GRAPHIC SCALE IN FEET

SHEET:

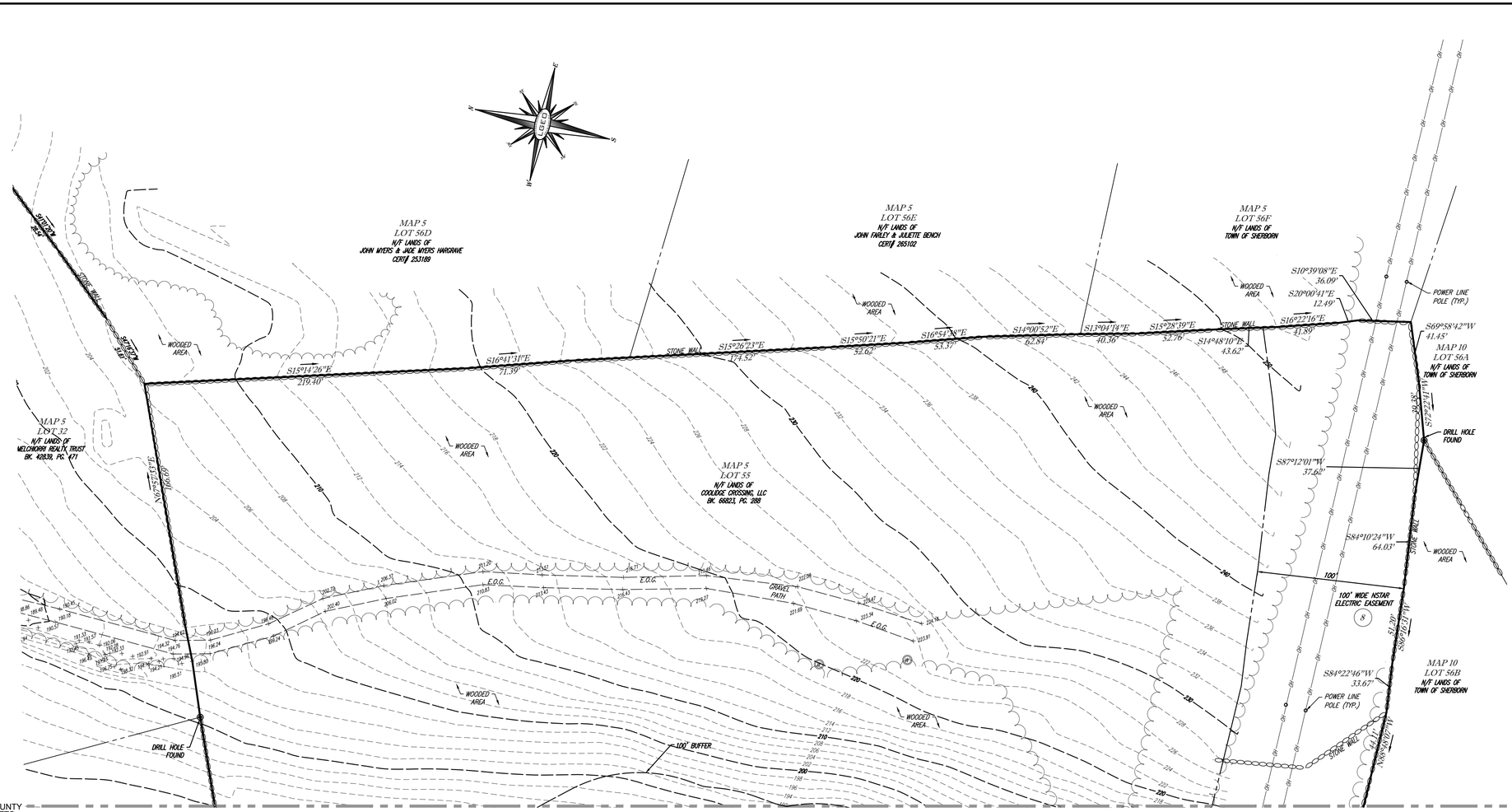
ALTA / NSPS LAND TITLE SURVEY

1

DATE: 03/26/2020



LOCUS MAP
©2018 BING MAPS



SURVEYOR'S DESCRIPTION
MAP 5, LOT 55
TOWN OF SHERBORN, MIDDLESEX COUNTY
COMMONWEALTH OF MASSACHUSETTS

BEGINNING AT A POINT, SAID POINT BEING THE NORTHWESTERLY MOST CORNER OF THE PREMISES HEREIN DESCRIBED, SAID POINT BEING DISTANT NORTHERLY FROM A STONE BOUND FOUND ON THE EASTERLY LINE OF COOLIDGE STREET (PUBLIC - 40' WIDE - 1915 COUNTY LAYOUT & FORMERLY KNOWN AS SPEEN STREET) 148.18 FEET AND FROM SAID POINT, RUNNING, THENCE;

ALONG THE SOUTHERLY LINE OF MAP 5, LOT 54 (N/F LANDS OF JAMES FRISCINO) THE FOLLOWING FOUR COURSES AND DISTANCES:

1) NORTH 73 DEGREES 41 MINUTES 51 SECONDS EAST, A DISTANCE OF 202.99' FEET TO AN IRON PIPE FOUND, THENCE;
2) NORTH 13 DEGREES 6 MINUTES 59 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE BOUND FOUND, THENCE;
3) NORTH 67 DEGREES 29 MINUTES 41 SECONDS EAST, A DISTANCE OF 181.63 FEET TO A DRILL HOLE FOUND, THENCE;
4) NORTH 68 DEGREES 9 MINUTES 38 SECONDS EAST, A DISTANCE OF 388.97 FEET TO A DRILL HOLE FOUND, THENCE;

ALONG THE SOUTHERLY LINE OF MAP 5, LOT 32 (N/F LANDS OF MELCHIORRI REALTY TRUST) NORTH 67 DEGREES 57 MINUTES 33 SECONDS EAST, A DISTANCE OF 166.69 FEET TO A CORNER OF STONE WALLS, THENCE;

ALONG A STONE WALL ON THE WESTERLY SIDE OF MAP 5, LOT 56D (N/F LANDS OF JOHN MYERS & JADE MYERS HARGRAVE - CERTIFICATE #253189), LOT 56E (N/F LANDS OF JOHN FARLEY & JULIETTE BENCH), LOT 56F (N/F LANDS OF TOWN OF SHERBORN) THE FOLLOWING TWELVE COURSES AND DISTANCES:

1) SOUTH 15 DEGREES 14 MINUTES 26 SECONDS EAST, A DISTANCE OF 219.40 FEET TO A POINT, THENCE;
2) SOUTH 16 DEGREES 41 MINUTES 31 SECONDS EAST, A DISTANCE OF 71.39 FEET TO A POINT, THENCE;
3) SOUTH 15 DEGREES 26 MINUTES 23 SECONDS EAST, A DISTANCE OF 174.52 FEET TO A POINT, THENCE;
4) SOUTH 15 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 52.62 FEET TO A POINT, THENCE;
5) SOUTH 16 DEGREES 54 MINUTES 38 SECONDS EAST, A DISTANCE OF 53.37 FEET TO A POINT, THENCE;
6) SOUTH 14 DEGREES 0 MINUTES 52 SECONDS EAST, A DISTANCE OF 62.84 FEET TO A POINT, THENCE;
7) SOUTH 13 DEGREES 4 MINUTES 14 SECONDS EAST, A DISTANCE OF 40.36 FEET TO A POINT, THENCE;
8) SOUTH 15 DEGREES 28 MINUTES 39 SECONDS EAST, A DISTANCE OF 52.76 FEET TO A POINT, THENCE;
9) SOUTH 14 DEGREES 48 MINUTES 10 SECONDS EAST, A DISTANCE OF 43.62 FEET TO A POINT, THENCE;
10) SOUTH 16 DEGREES 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 41.89 FEET TO A POINT, THENCE;
11) SOUTH 20 DEGREES 0 MINUTES 41 SECONDS EAST, A DISTANCE OF 12.49 FEET TO A POINT, THENCE;
12) SOUTH 10 DEGREES 39 MINUTES 8 SECONDS EAST, A DISTANCE OF 36.09 FEET TO A CORNER OF WALLS, THENCE;

STILL ALONG SAID WALL ON THE NORTHERLY LINE OF MAP 10, LOT 56 (N/F LANDS OF TOWN OF SHERBORN), LOT 56B (N/F LANDS OF TOWN OF SHERBORN), LOT 56C (N/F LANDS OF TOWN OF SHERBORN) THE FOLLOWING FIFTEEN COURSES AND DISTANCES:

1) SOUTH 69 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 41.45 FEET TO A POINT, THENCE;
2) SOUTH 72 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 39.38 FEET TO A DRILL HOLE FOUND, THENCE;
3) SOUTH 87 DEGREES 12 MINUTES 1 SECONDS WEST, A DISTANCE OF 37.62 FEET TO A POINT, THENCE;
4) SOUTH 84 DEGREES 10 MINUTES 24 SECONDS WEST, A DISTANCE OF 64.03 FEET TO A POINT, THENCE;
5) SOUTH 86 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 51.20 FEET TO A POINT, THENCE;
6) SOUTH 84 DEGREES 22 MINUTES 46 SECONDS WEST, A DISTANCE OF 33.67 FEET TO A POINT, THENCE;
7) SOUTH 88 DEGREES 48 MINUTES 7 SECONDS WEST, A DISTANCE OF 44.11 FEET TO A POINT, THENCE;
8) SOUTH 88 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 201.74 FEET TO A POINT, THENCE;
9) SOUTH 85 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 51.54 FEET TO A POINT, THENCE;
10) SOUTH 86 DEGREES 59 MINUTES 53 SECONDS WEST, A DISTANCE OF 156.09 FEET TO A POINT, THENCE;
11) SOUTH 84 DEGREES 36 MINUTES 6 SECONDS WEST, A DISTANCE OF 43.34 FEET TO A POINT, THENCE;
12) SOUTH 88 DEGREES 46 MINUTES 31 SECONDS WEST, A DISTANCE OF 37.44 FEET TO A POINT, THENCE;
13) SOUTH 88 DEGREES 19 MINUTES 34 SECONDS WEST, A DISTANCE OF 57.94 FEET TO A POINT, THENCE;
14) SOUTH 87 DEGREES 35 MINUTES 22 SECONDS WEST, A DISTANCE OF 126.56 FEET TO A POINT ON THE EASTERLY SIDE OF SAID COOLIDGE STREET, THENCE;

ALONG SAID EASTERLY LINE OF COOLIDGE STREET NORTH 41 DEGREES 34 MINUTES 59 SECONDS WEST, A DISTANCE OF 27.68 FEET TO A POINT OF CURVATURE, THENCE;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 452.97 FEET, A DELTA OF 28 DEGREES 26 MINUTES 55 SECONDS, AN ARC LENGTH OF 224.91 FEET, BEARING A CHORD OF NORTH 27 DEGREES 21 MINUTES 26 SECONDS WEST, A DISTANCE OF 222.61 FEET TO A POINT OF TANGENCY, THENCE;

STILL ALONG SAID EASTERLY LINE OF COOLIDGE STREET NORTH 13 DEGREES 7 MINUTES 59 SECONDS WEST A DISTANCE OF 148.18 FEET TO A POINT AND PLACE OF BEGINNING.

CONTAINING 670,120 SF OR 15.384 AC.

RECORD LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SHERBORN, COUNTY OF MIDDLESEX, COMMONWEALTH OF MASSACHUSETTS, DESCRIBED AS FOLLOWS:

WESTERLY 386 FEET, MORE OR LESS, BY COOLIDGE STREET, FORMERLY SPEEN STREET;

NORTHEASTERLY 203 FEET MORE OR LESS, AND

WESTERLY 126 FEET BY LAND OF FLORENCE M. WENTWORTH;

NORTHERLY 781 FEET, MORE OR LESS, IN PART BY LAND OF FLORENCE M. WENTWORTH AND ALONG THE STONE WALL BY LAND, NOW OR LATE OF SAID FLORENCE M. WENTWORTH AND ALONG THE STONE WALL BY LAND, NOW OR LATE OF CRANE;

EASTERLY 849 FEET, MORE OR LESS, AS THE STONE WALL NOW STANDS BY LAND NOW OR FORMERLY OF JOEL H. STRATTON; AND

SOUTHWESTERLY 1066 FEET, MORE OR LESS, AS THE STONE WALL NOW STANDS BY LAND NOW OR LATE OF SAID JOEL H. STRATTON.

CONTAINING 16 ACRES, MORE OR LESS.

SEE SHEET 1 FOR NOTES, REFERENCES & LEGEND

NOT FOR CONSTRUCTION

CDG PROJECT #: TBD

REVISIONS:

REV	DATE	COMMENT
1	5/22/20	REVISED PER ATTORNEY COMMENTS
2	7/13/20	REVISED PER WETLAND FLAGS
3		

SURVEYED BY:

LEVESQUE GEOMATICS INC

43 GLENDALE ROAD
STURBRIDGE, MA 01518
www.l-geo.net
p: 508-868-0041

SURVEYOR'S CERTIFICATE:

TO: BAYSTONE DEVELOPEMENT, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY; BAYSTONE SHERBORN, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 2, 3, 4, 5, 8, 9, 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 2019.

COMMONWEALTH OF MASSACHUSETTS
JOSEPH I LEVESQUE III
NO. 53640
REGISTERED
PROFESSIONAL LAND SURVEYOR

JOSEPH I LEVESQUE III, PLS

PREPARED BY:

CIVIL DESIGN GROUP, LLC

21 HIGH STREET, SUITE 207
NORTH ANDOVER, MA 01845
www.cdgengineering.com
p: 978-794-5400 f: 978-965-3971

PREPARED FOR:

BAYSTONE DEVELOPMENT

21 CENTER STREET
WESTON, MA 02493
www.baystonedevelopment.com

PROJECT:

COOLIDGE CROSSING

84 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

SCALE:

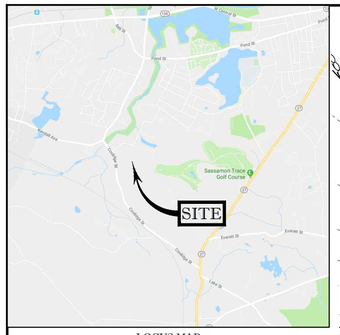
40 0 20 40 80
GRAPHIC SCALE IN FEET

SHEET:

ALTA / NSPS LAND TITLE SURVEY

2

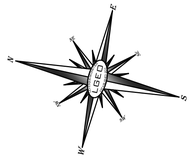
DATE: 03/26/2020



LOCUS MAP
©2018 BING MAPS

LEGEND

124 / 125	EXISTING CONTOUR
× 123.45	EXISTING SPOT ELEVATION
× TC 123.45	EXISTING TOP OF CURB ELEVATION
× G 122.95	EXISTING GUTTER ELEVATION
× TW 123.45	EXISTING TOP OF WALL ELEVATION
× BW 122.95	EXISTING BOTTOM OF WALL ELEVATION
× DS 123.45	EXISTING DOOR SILL ELEVATION
	HYDRANT
W	WATER VALVE
GV	GAS VALVE
D	APPROX. LOC. UNDERGROUND DRAINAGE LINE
OH	OVERHEAD WIRES
G	APPROX. LOC. UNDERGROUND GAS LINE
E	APPROX. LOC. UNDERGROUND ELECTRIC LINE
UP	UTILITY POLE
C/O	CLEAN OUT
	SIGN
EOG	EDGE OF GRAVEL
EOP	EDGE OF PAVEMENT
P	POST
LSA	LANDSCAPED AREA
DMH	DRAINAGE/STORM MANHOLE
INV	INVERT ELEVATION
GRT	GRATE ELEVATION
DWP	DETECTABLE WARNING PAD
SWL	SOLID WHITE LINE
SYL	SOLID YELLOW LINE
DYL	DOUBLE YELLOW LINE
CLF	CHAIN LINK FENCE
PVC	POLYVINYL CHLORIDE PIPE
HDPE	HIGH DENSITY POLYETHELENE PIPE
RCP	REINFORCED CONCRETE PIPE
W	WELL / MONITORING WELL



NOTES:

1. PROPERTY KNOWN AS MAP 5, LOT 54 AS SHOWN ON THE GIS MAPS OF THE TOWN OF SHERBRON, MIDDLESEX COUNTY, COMMONWEALTH OF MASSACHUSETTS.
2. AREA OF LOT 54 = 267,453 SF OR 6.140 AC.
3. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARKOUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. LEVESQUE GEOMATICS INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED.
4. THE BEARING BASIS OF THIS SURVEY IS BASED ON PLAN 1232 OF 1961.
5. THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY LEVESQUE GEOMATICS INC AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. THIS SURVEY WAS PREPARED WITH REFERENCE TO A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER NCS-998843-BOS1, DATED APRIL 15, 2020 WHERE NO SURVEY RELATED TITLE EXCEPTIONS WERE FOUND IN SCHEDULE B, SECTION II:
6. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON RTK GPS OBSERVATIONS ON THE KEYSTONE REAL TIME NETWORK AND ARE SUBJECT TO LOCAL BENCHMARK ADJUSTMENT.
7. THE PROPERTY SHOWN IS LOCATED IN FLOOD HAZARD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP 25017C0519F WITH AN EFFECTIVE DATE OF 7/07/2014.
8. THE WETLAND DELINEATION LINE WAS PLACED IN THE FIELD BY CREATIVE LAND & WATER ENGINEERING, LLC IN APRIL 2020 AND FIELD LOCATED BY LEVESQUE GEOMATICS INC ON MAY 8, 2020.
9. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
10. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
11. THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IS THE SAME AS SHOWN ON THE SURVEY.
12. NO ENCROACHMENTS WERE OBSERVED.
13. THE PROPERTY HAS DIRECT ACCESS TO COOLIDGE STREET.
14. THERE WAS NO EVIDENCE OF A CEMETERY OR BURIAL GROUND.
15. CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED REVEALED IN THE TITLE REPORT AND REFERENCED MAPS HAVE BEEN SHOWN.

RECORD LEGAL DESCRIPTION

THE LAND IS DESCRIBED AS FOLLOWS: REAL PROPERTY IN THE CITY OF SHERBORN, COUNTY OF MIDDLESEX, COMMONWEALTH OF MASSACHUSETTS, DESCRIBED AS FOLLOWS:

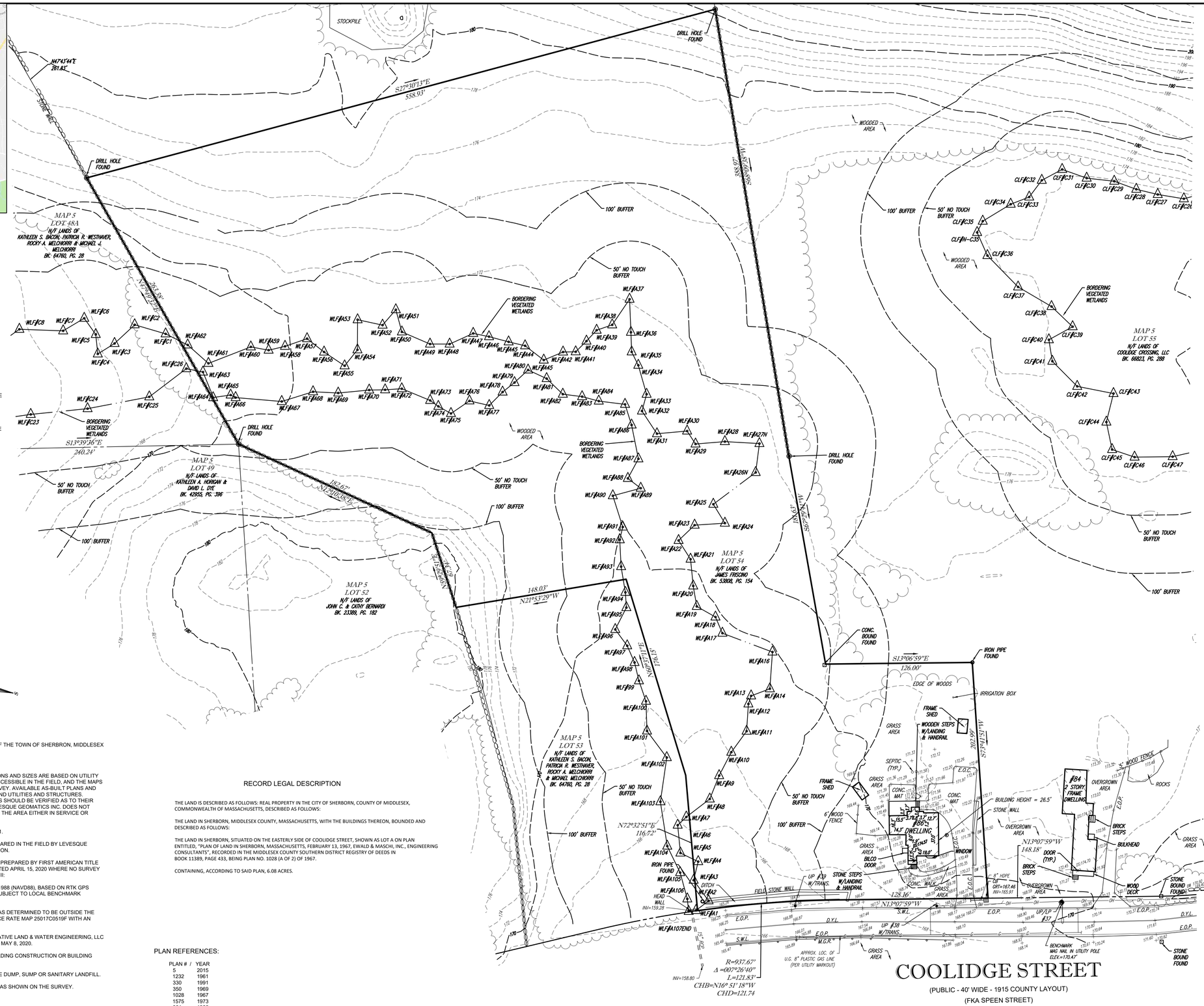
THE LAND IN SHERBORN, MIDDLESEX COUNTY, MASSACHUSETTS, WITH THE BUILDINGS THEREON, BOUNDED AND DESCRIBED AS FOLLOWS:

THE LAND IN SHERBORN, SITUATED ON THE EASTERLY SIDE OF COOLIDGE STREET, SHOWN AS LOT A ON PLAN ENTITLED, "PLAN OF LAND IN SHERBORN, MASSACHUSETTS, FEBRUARY 13, 1967, EWALD & MASCHI, INC., ENGINEERING CONSULTANTS", RECORDED IN THE MIDDLESEX COUNTY SOUTHERN DISTRICT REGISTRY OF DEEDS IN BOOK 11389, PAGE 433, BEING PLAN NO. 1028 (A OF 2) OF 1967.

CONTAINING, ACCORDING TO SAID PLAN, 6.08 ACRES.

PLAN REFERENCES:

PLAN # /	YEAR
5	2015
1232	1961
330	1991
350	1969
1028	1967
1575	1973
981	1966
703	2007
136	2005
1475	1967
1455	1957



NOT FOR CONSTRUCTION

CDG PROJECT #: TBD

REVISIONS:

REV	DATE	COMMENT
1	7/13/20	REVISED PER WETLAND FLAGS
2		
3		

SURVEYED BY:

LEVESQUE GEOMATICS INC
43 GLENDALE ROAD
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COMMONWEALTH OF MASSACHUSETTS
JOSEPH I LEVESQUE III
NO. 53640
REGISTERED PROFESSIONAL LAND SURVEYOR

JOSEPH I LEVESQUE III, PLS

PREPARED BY:

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21 HIGH STREET, SUITE 207
NORTH ANDOVER, MA 01845
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p: 978-794-5400 f: 978-965-3971

PREPARED FOR:

BAYSTONE DEVELOPMENT
21 CENTER STREET
WESTON, MA 02493
www.baystonedevelopment.com

PROJECT:

COOLIDGE CROSSING

86 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

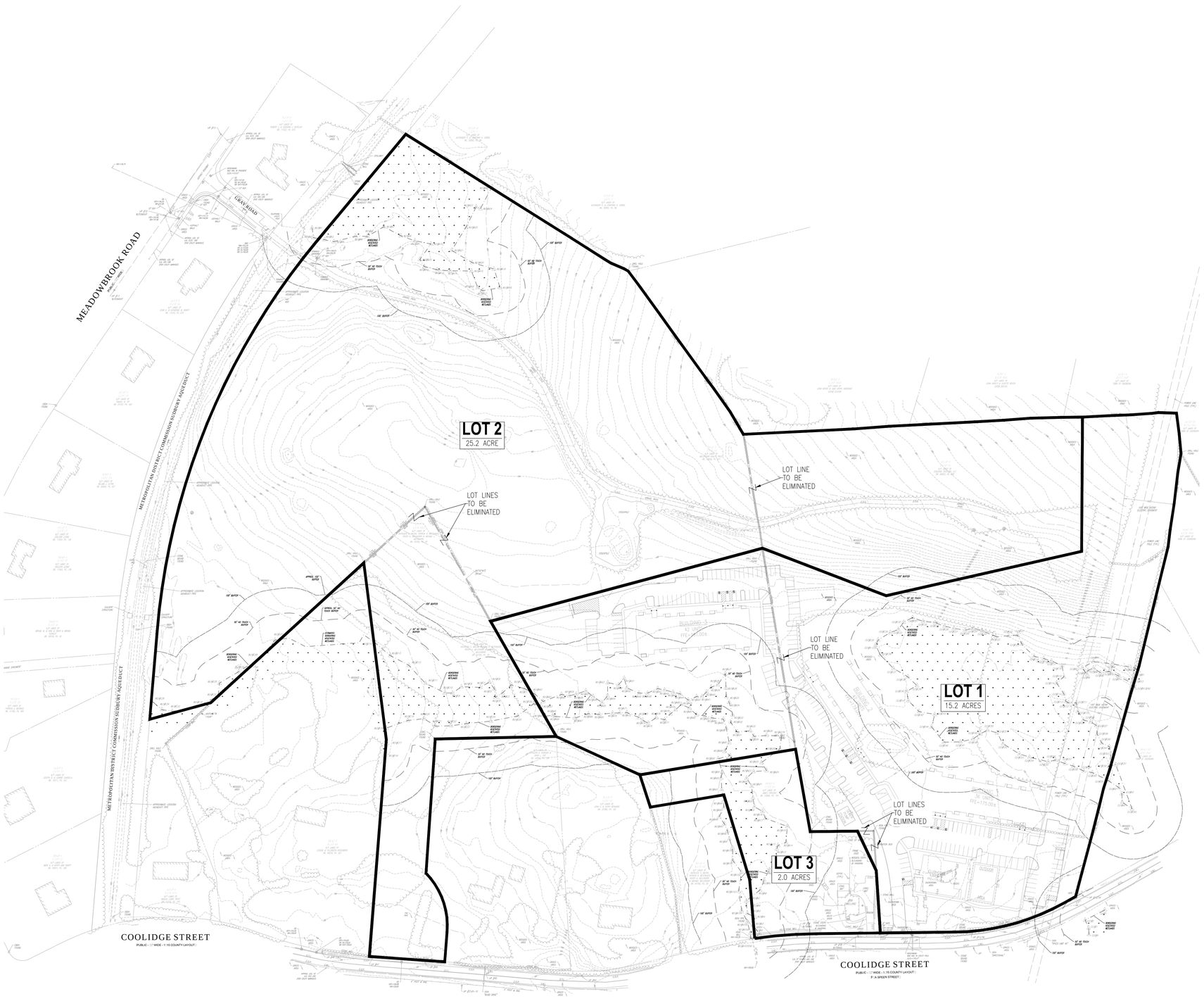
SCALE: 40 0 20 40 80
GRAPHIC SCALE IN FEET

SHEET:

ALTA / NSPS LAND TITLE SURVEY

1

DATE: 6/02/2020



NOT FOR CONSTRUCTION

CDG PROJECT #: 20012

REVISIONS:

REV	DATE	COMMENT
1		
2		
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5		
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10		

PLANNING BOARD:

SEAL:

COMMONWEALTH OF MASSACHUSETTS
MATTHEW A. LEIDNER
CIVIL
No. 45641
REGISTERED PROFESSIONAL ENGINEER

MATTHEW A. LEIDNER, P.E.

PREPARED BY:

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PROJECT:

COOLIDGE CROSSING

84 & 86 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

SCALE:

100 0 50 100 200

GRAPHIC SCALE IN FEET

SHEET:

PRELIMINARY SUBDIVISION PLAN

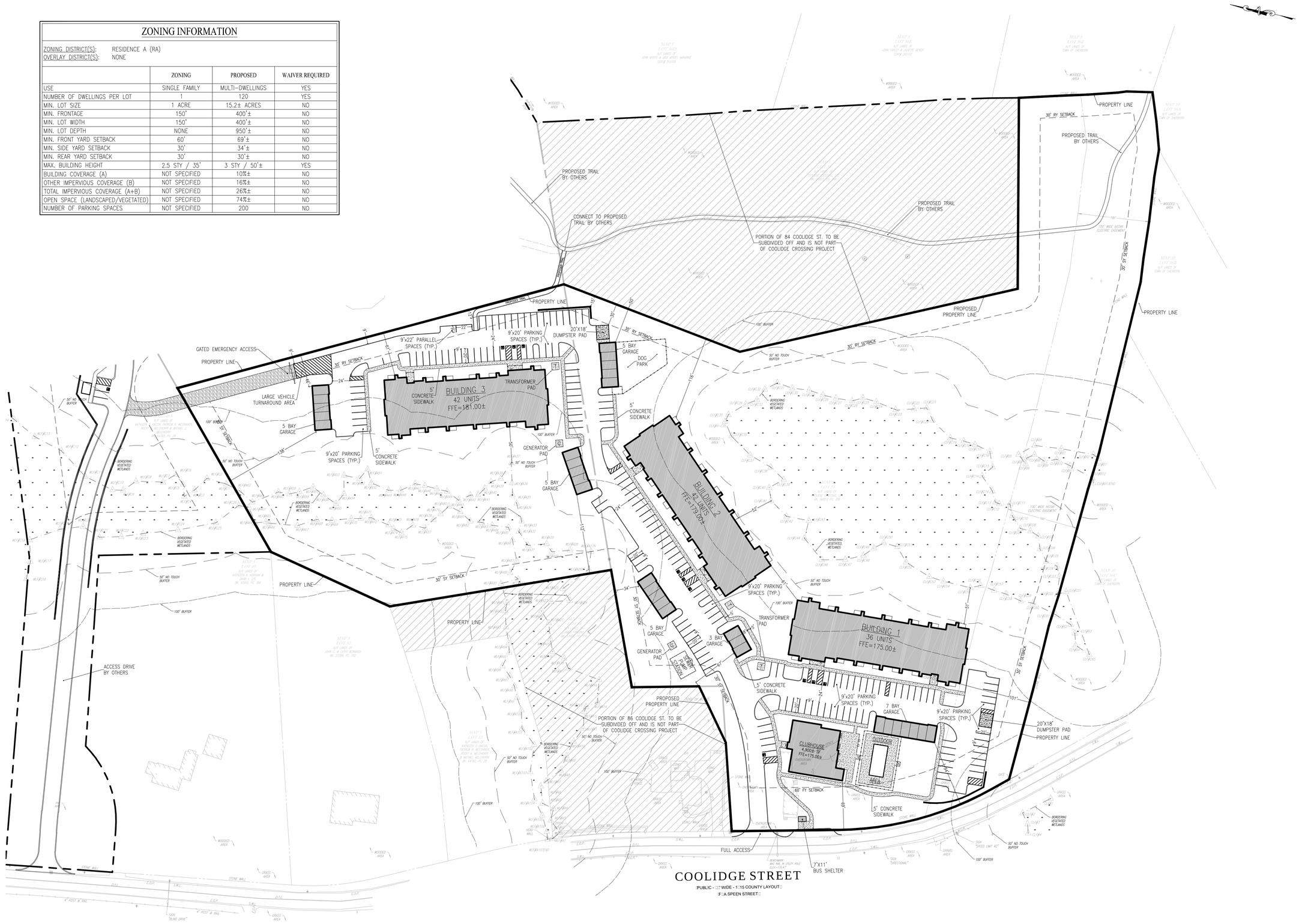
-

DATE: 10/15/2020

ZONING INFORMATION

ZONING DISTRICT(S): RESIDENCE A (RA)
OVERLAY DISTRICT(S): NONE

	ZONING	PROPOSED	WAIVER REQUIRED
USE	SINGLE FAMILY	MULTI-DWELLINGS	YES
NUMBER OF DWELLINGS PER LOT	1	120	YES
MIN. LOT SIZE	1 ACRE	15.2± ACRES	NO
MIN. FRONTAGE	150'	400'±	NO
MIN. LOT WIDTH	150'	400'±	NO
MIN. LOT DEPTH	NONE	950'±	NO
MIN. FRONT YARD SETBACK	60'	69'±	NO
MIN. SIDE YARD SETBACK	30'	34'±	NO
MIN. REAR YARD SETBACK	30'	30'±	NO
MAX. BUILDING HEIGHT	2.5 STY / 35'	3 STY / 50'±	YES
BUILDING COVERAGE (A)	NOT SPECIFIED	10%±	NO
OTHER IMPERVIOUS COVERAGE (B)	NOT SPECIFIED	16%±	NO
TOTAL IMPERVIOUS COVERAGE (A+B)	NOT SPECIFIED	26%±	NO
OPEN SPACE (LANDSCAPED/VEGETATED)	NOT SPECIFIED	74%±	NO
NUMBER OF PARKING SPACES	NOT SPECIFIED	200	NO



NOT FOR CONSTRUCTION

CDG PROJECT #: 20012

REVISIONS:

REV	DATE	COMMENT
1		
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ZONING BOARD OF APPEALS:

SEAL:

COMMONWEALTH OF MASSACHUSETTS
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No. 45641
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COOLIDGE CROSSING

84 & 86 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

SCALE:

60 0 30 60 120

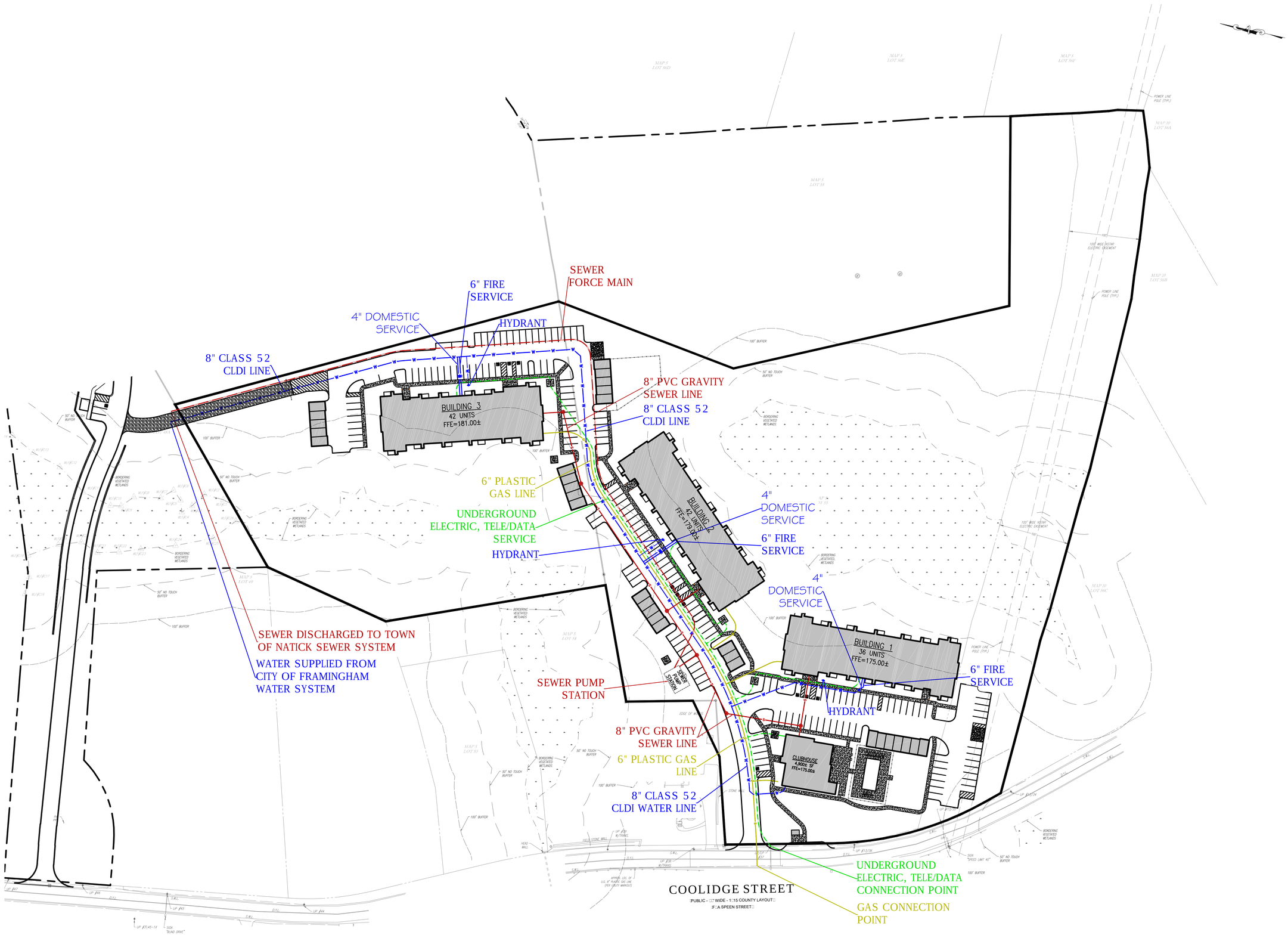
GRAPHIC SCALE IN FEET

SHEET:

SITE PLAN

-

DATE: 10/15/2020



NOT FOR CONSTRUCTION

CDG PROJECT #: 20012

REVISIONS:

REV	DATE	COMMENT
1		
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ZONING BOARD OF APPEALS:

SEAL:

COMMONWEALTH OF MASSACHUSETTS
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84 & 86 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

SCALE:

60 0 30 60 120

GRAPHIC SCALE IN FEET

SHEET:

UTILITY PLAN

-

DATE: 10/15/2020



NOT FOR CONSTRUCTION

CDG PROJECT #: 20012

REVISIONS:

REV	DATE	COMMENT
1		
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4		
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ZONING BOARD OF APPEALS:

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84 & 86 COOLIDGE STREET
SHERBORN, MASSACHUSETTS

SCALE:

60 0 30 60 120

GRAPHIC SCALE IN FEET

SHEET:

STORMWATER PLAN

-

DATE: 10/15/2020

PLANT SCHEDULE SITE PLAN

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	PLANT SIZE
AR-B	6	Acer rubrum `Bowhall`	Bowhall Red Maple	B & B	2.5-3" CAL.	
AR-RS	8	Acer rubrum ` Red Sunset`	Red Sunset Red Maple	B & B	2.5-3" CAL.	
LT	5	Liriodendron tulipifera	Tulip Tree	B & B	2.5-3" CAL.	
QR	5	Quercus rubra	Red Oak	B & B	2.5-3" CAL.	
TC	9	Tilia cordata	Littleleaf Linden	B & B	2.5-3" CAL.	
EVERGREEN TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL**	**PLANT SIZE**
AB6	3	Abies balsamea	Balsam Fir	B & B		6-8` HT.
JE	12	Juniperus virginiana	Eastern Red Cedar	B & B		6-8` HT.
PP6	11	Picea pungens	Colorado Green Spruce	B & B		6-8` HT.
PS6	7	Pinus strobus	White Pine	B & B		6-8` HT.
FLOWERING TREES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL**	**PLANT SIZE**
CO-R	4	Cornus x `Rutdan`	Celestial Dogwood	B & B	2.5-3" CAL.	
M-PF	5	Malus x `Prairifire`	Prairifire Crab Apple	B & B	2.5-3" CAL.	
M-SD	6	Malus x `Snow Drift`	Snow Drift Crab Apple	B & B	2.5-3" CAL.	
PK	8	Prunus serrulata `Kwanzan`	Flowering Cherry	B & B	2.5-3" CAL.	
SR	3	Syringa reticulata	Japanese Tree Lilac	B & B	2.5-3" CAL.	

PROPERTY LINE, TYP.
100' BUFFER
50' NO TOUCH BUFFER
Dog Park
SAVE TREE(S) IN DOG PARK
1-AR-RS
1-TC
2-AR-B
2-CO-R
2-AR-RS
Building 3
3-TC
2-JE
SUBSURFACE STORMWATER
BORDERING VEGETATED WETLANDS
EX. TREE LINE TYP. (APPROX.)
50' BUFFER
50' NO TOUCH BUFFER
BORDERING VEGETATED WETLAND
3-LT
1-TC
2-PK
Building 2
2-AR-B
2-PK
1-QR
2-PS6
3-PS6
Building 1
3-SR
2-AR-B
1-TC
1-PK
1-AR-RS
100' WIDE NSTAR ELECTRIC EASEMENT
WATER SUPPLIED FROM CITY OF FRAMINGHAM WATER SYSTEM
SEWER PUMP STATION
1-LT
5-JE
2-AR-RS
6-PP6
2-PK
3-ABG
5-PP6
Clubhouse
2-M-SD
2-M-PF
1-M-5D
1-M-PF
7-JE
1-TC
ENTRY SIGN
Coolidge Street
SCALE: 1" = 40'
Base information provided electronically by Civil Design Group, LLC. of North Andover, MA.

Hawk Design, Inc.
Landscape Architecture
Land Planning
Sagamore, MA
508-833-8800
info@hawkdesigninc.com

HAWK DESIGN, INC. 2020
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Date: 9/25/2020

Revisions:
Num. Date Description

Coolidge Crossing

84 & 86 Coolidge Street Sherborn, Massachusetts

Baystone Development

Drawn By: PJK | Checked By: TM

Site Planting Plan

Scale: 1" = 40'-0"

Sheet: L1.0

Site Lighting Legend

SYMBOL	QTY	DESCRIPTION	MANUFACTURER	SPECIFICATION
☼	12	LED POST LIGHT	PROGRESS	PCPAL SERIES
☼	16	LED POST LIGHT - HOUSE SIDE SHIELD OR TYPE 4 DISTRIBUTION	PROGRESS	PCPAL SERIES

PROPERTY LINE, TYP.

Dog Park

Building 3

Building 2

Building 1

Clubhouse

SUBSURFACE STORMWATER

100' BUFFER

50' NO TOUCH BUFFER

50' BUFFER

BORDERING VEGETATED WETLAND

EX. TREE LINE TYP. (APPROX.)

100' WIDE NSTAR ELECTRIC EASEMENT

SEWER PUMP STATION

SUBSURFACE STORMWATER SERVICE

EX. TREE LINE TYP. (APPROX.)

Coolidge Street

0 40 80 120 feet

SCALE: 1" = 40'

Base information provided electronically by Civil Design Group, LLC, of North Andover, MA.

GAS CONNECTION

PROGRESS LIGHTING | COMMERCIAL

Project:

Fixture Type:

Location:

Contact:

PCPAS/PCPAL SERIES

Specifications:

Construction:

Die-cast aluminum with vertical fins for maximum thermal management. Flow through openings to prevent buildup of moisture and debris. Electrical and optical compartments separated to provide increased thermal management. All external hardware is corrosion resistant. All external fasteners are stainless steel.

Mounting:

Tool-less entry into electrical/wiring compartment; door is removable. Slotted mounting block allows for mounting to various drill patterns, making retrofit simple. Easy slide installation of fixture to mounting block.

Optics:

One piece optical system that is field replaceable. Specially designed TIR acrylic LED lenses over each LED. Optical system gasket to ensure weatherproof seal around each LED. Optics held in place without use of adhesives. LEDs are 4000K/70 CRI and optical assembly is IP65 rated. PC board held in place to heat sink using screws with no use of thermal grease or adhesive.

Electrical:

Driver contained in separate electrical compartment installed on removable door and is field replaceable using quick connects. Electrical compartment includes push-button terminal block for AC power connections. 120–277V universal voltage, 50/60Hz with 0-10V dimming capability. Power factor is 0.92 at full load. All electrical components rated at 50,000 hours at full load and 25°C ambient conditions. Thermal feedback between PCB and driver to protect luminaire from excessive temperature by reducing drive current as necessary. Surge protection standard with device providing surge current rating of 20KA using 8/20 pSec wave. LSP clamping voltage of 825V and surge rating of 540J.

Finish:

TGIC thermoset polyester powder paint finish applied at nominal 2.5 mil thickness. Finish is corrosion resistant.

Listing/Certification:

The luminaire is UL/cUL wet location listed. 3G vibration rated.

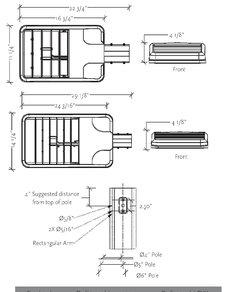
Warranty:

5 year limited warranty covering LED array and LED driver(s).

Images:



Dimensions & Mounting



Engine/ Wattage	Delivered Lumens (varies by optics)	Delivered LPW
90	7900-8100	85-97
135	13740-14950	93-97
180	17150-18670	93-100

Catalog number:

Series	Engine/Wattage	Distribution	Finish	Options
PCPAS - Parking/Area Small	**90** - 30LEDS @ 90W	**3** - Type 3	**BZ** - Bronze	Blank
PCPAL - Parking/Area Large	**135** - 64LEDS @ 135W	**5** - Type 5 Square	**BL** - Black	**P** - Photocell
	180 - 80LEDS @ 180W		**GN** - Green	

For more information visit our website: www.progresscommercial.com

Progress Lighting • 701 Millennium Boulevard • Greenville, SC 29607

Hawk Design, Inc.
Landscape Architecture
Land Planning
Sagamore, MA
508-833-8800
info@hawkdesigninc.com

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Date: 9/25/2020

Revisions:

Num. Date Description

Coolidge Crossing

84 & 86 Coolidge Street Sherborn, Massachusetts

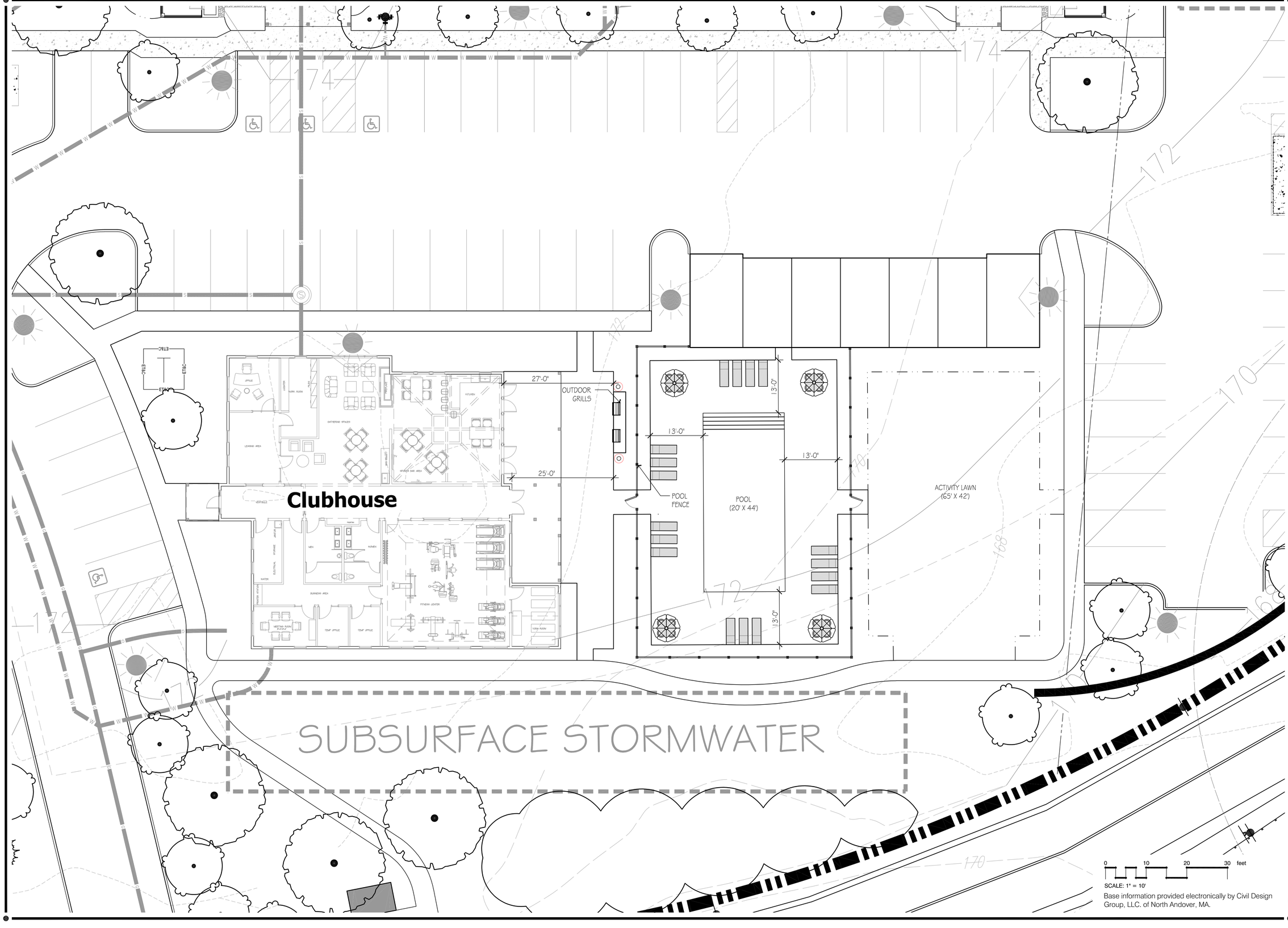
Baystone Development

Drawn By: PJK | Checked By: TM

Site Lighting Plan

Scale: 1" = 40'-0"

Sheet: L1.1



Base information provided electronically by Civil Design Group, LLC. of North Andover, MA.

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Landscape Architecture
Land Planning
Sagamore, MA
508-833-8800
info@hawkdesigninc.com

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Date: 9/23/2020

Revisions:

Num.	Date	Description

Coolidge Crossing

84 & 86 Coolidge Street Sherborn, Massachusetts

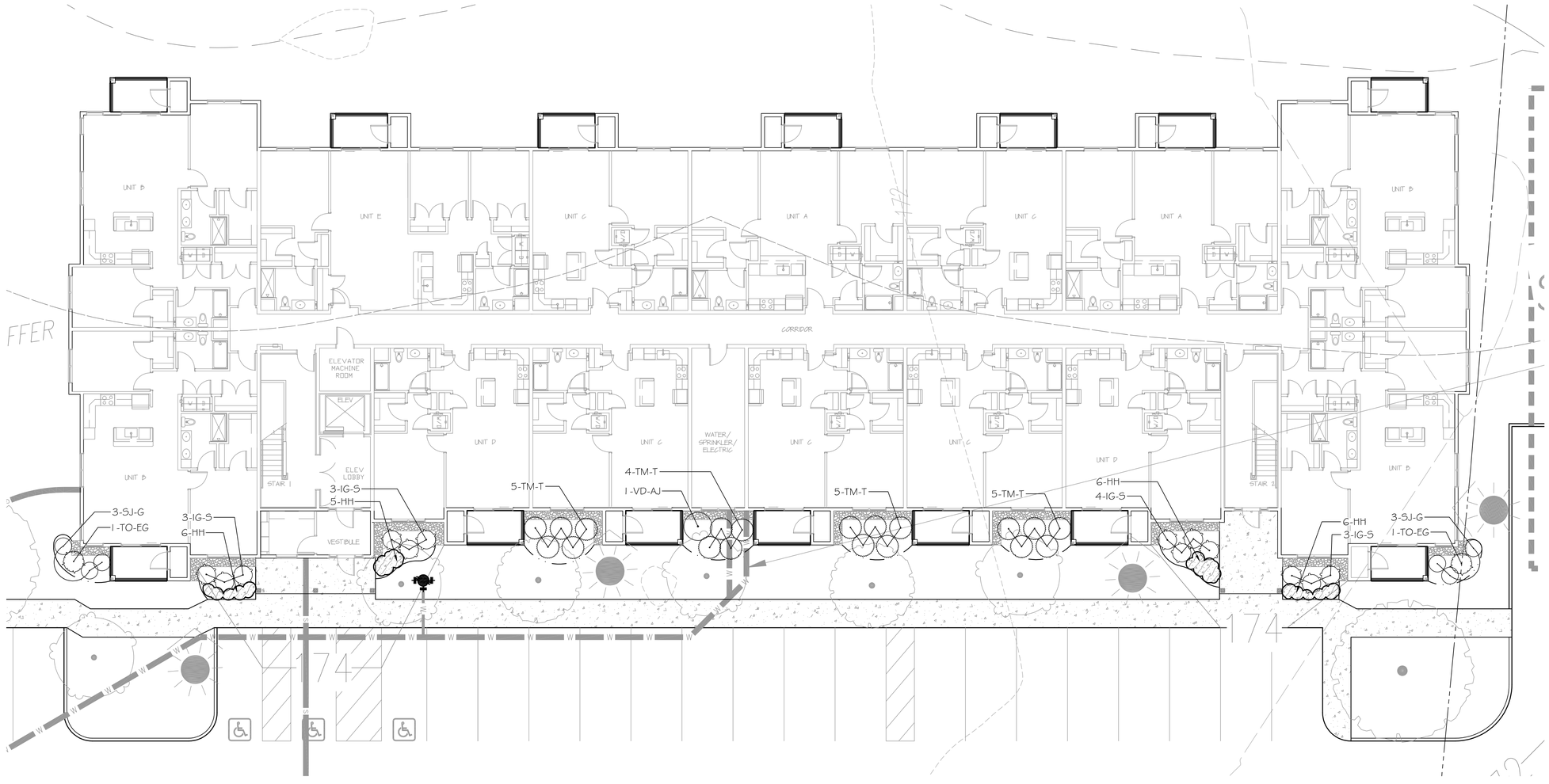
Baystone Development

Drawn By: PJK | Checked By: TM

Amenity Area Layout and Materials Plan

Scale: 1" = 10'-0"

Sheet: L2.0



PLANT SCHEDULE TYPICAL BUILDING

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
IG-S	13	Ilex glabra `Shamrock`	Inkberry	B & B	2.5-3` HT.
SJ-G	6	Spiraea japonica `Goldflame`	Goldflame Spirea	Cont.	2-2.5` HT.
TM-T	19	Taxus x media `Tauntoni`	Tauton Yew	B & B	2.5-3` HT.
TO-EG	2	Thuja occidentalis `Emerald Green`	Emerald Green Arborvitae	B & B	10-12` HT.
VD-AJ	1	Viburnum dentatum `Autumn Jazz`	Autumn Jazz Viburnum	B & B	4-5` HT.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
HH	23	Hemerocallis x `Happy Returns`	Happy Returns Daylily	2 GAL.	24" o.c.

0 10 20 30 feet

SCALE: 1" = 10'

Base information provided electronically by Civil Design Group, LLC. of North Andover, MA.

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Sagamore, MA
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Date: 9/23/2020

Revisions:
Num. Date Description

Coolidge Crossing

84 & 86 Coolidge Street Sherborn, Massachusetts

Baystone Development

Drawn By: PJK | Checked By: TM

Typical Building Planting Plan

Scale: 1" = 10'-0"

Sheet: L3.0

Exhibit 5

Site Locus

- **Aerial Photo**
- **Location Map**
- **Tax Map**



250 0 125 250 500

GRAPHIC SCALE IN FEET

CLIENT:

BAYSTONE DEVELOPMENT

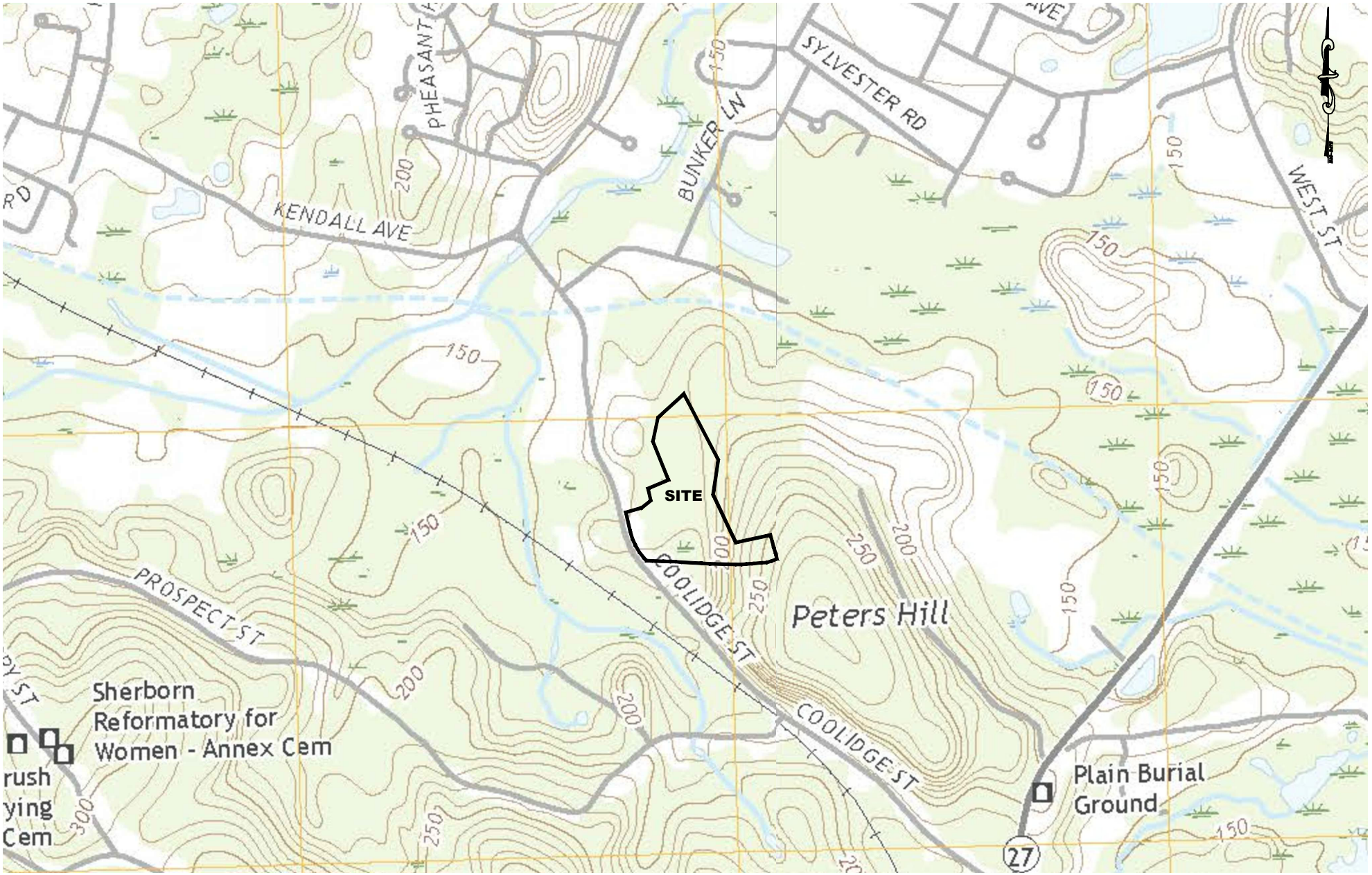
PARCELS 5-54, 5-55
84, 86 COOLIDGE STREET
SHERBORN, MA 01770

CIVIL DESIGN GROUP, LLC

21 HIGH STREET SUITE 207
NORTH ANDOVER, MA 01845
www.cdgengineering.com
p: 978-794-5400 f: 978-965-3971

AERIAL PHOTO

07/17/2020



1000 0 500 1000 2000

GRAPHIC SCALE IN FEET

SOURCE: USGS TOPO 2018
QUADS: FRAMINGHAM, HOLLISTON, MEDWAY, & NATICK

CLIENT:

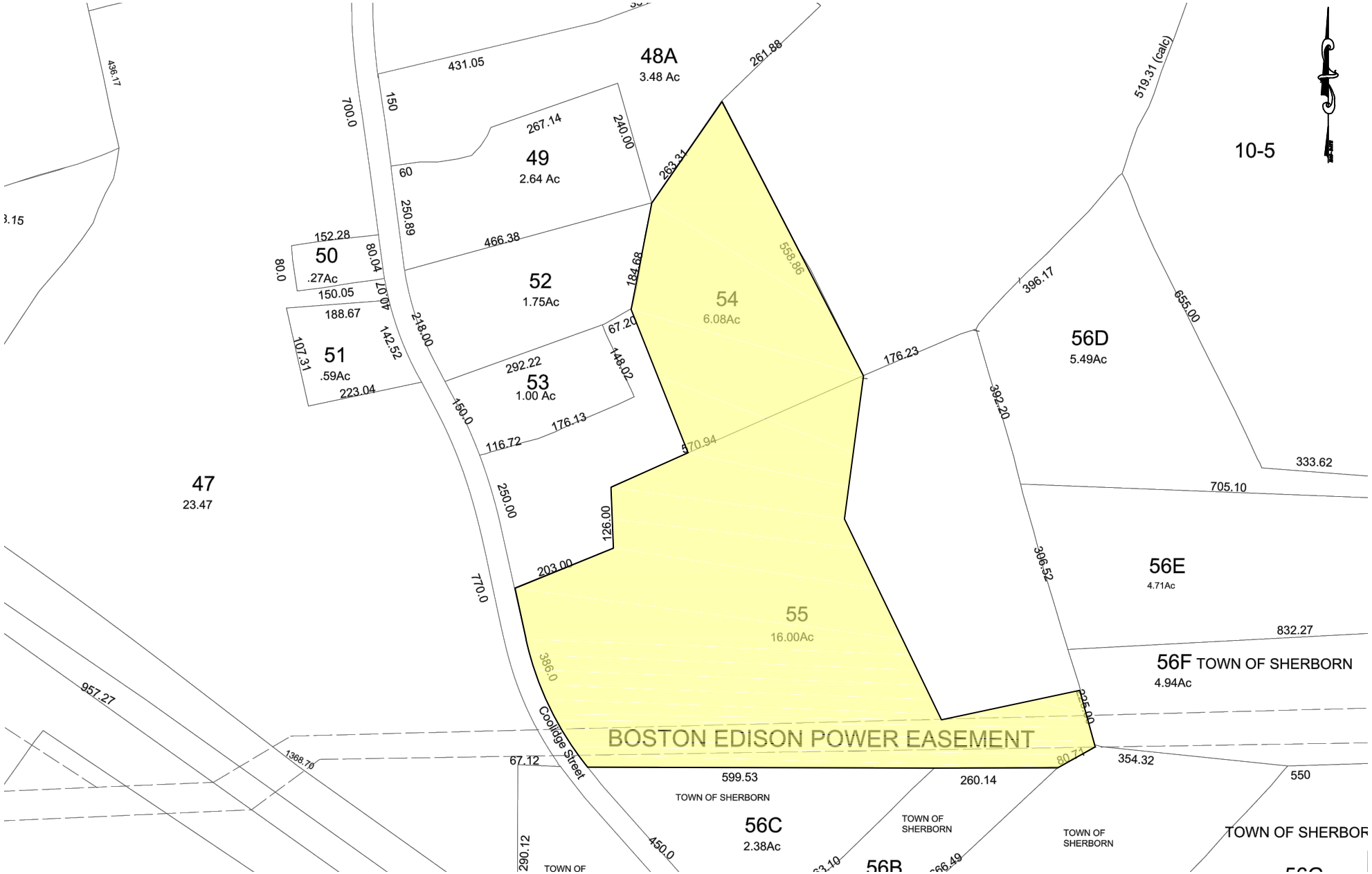
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p: 978-794-5400 f: 978-965-3971

LOCATION MAP

07/17/2020



250 0 125 250 500

GRAPHIC SCALE IN FEET

CLIENT:

BAYSTONE DEVELOPMENT

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84, 86 COOLIDGE STREET
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TAX MAP

07/17/2020

Exhibit 6

Site Photos


Coolidge St


© 2020 Google


© 2020 Google
Google Ea
42°15'48.60" N 71°22'40.53" W elev 172 ft eye alt












Top Load Only

Exhibit 7

Abutters List

NAME OF PETITIONER: Todd MacDowell, Baystone Sherborn, LLC

DATE: 10/6/2020

THE FOLLOWING PERSONS AND/OR BOARDS ARE "PARTIES IN INTEREST" UNDER CHAPTER 40A, SECTION 11, OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND SHOULD BE NOTIFIED BY CERTIFIED MAIL OF THE PUBLIC HEARING TO BE HELD AT THE REQUEST OF THE PETITIONER NAMED ABOVE:

Abutters within 300 ft. of Map 5, Lots 54 & 55, Address: 84 & 86 Coolidge Street, Sherborn, MA 01770

abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_town	abutters_state	abutters_zip	abutters_location
5 0 32	MELCHIORRI SILVANO A., TRUSTEE	MELCHIORRI LILLIAN E., TRUSTEE	11 WATSON STREET	NATICK	MA	01760	MEADOWBROOK RD
5 0 47	KNAPP FOODS INC		PO BOX 396	NATICK	MA	01760	111 COOLIDGE ST
5 0 48	ROSENBERG EUGENE	ROSENBERG YELIZAVETA	108 COOLIDGE STREET	SHERBORN	MA	01770	108 COOLIDGE ST
5 0 48A	BACON KATHLEEN S	WESTHAVER PATRICIA R.	11 WATSON ST	NATICK	MA	01760	COOLIDGE ST
5 0 49	HORIGAN KATHLEEN A.	DYE DAVID L.	102 COOLIDGE ST	SHERBORN	MA	01770	102 COOLIDGE ST
5 0 51	HAWKINS JENNIFER P.		PO BOX 276	SHERBORN	MAO	01770	95 COOLIDGE ST
5 0 52	BERNARDI CATHY A., TRUSTEE		94 COOLIDGE ST	SHERBORN	MA	01770	94 COOLIDGE ST
5 0 53	MELCHIORRI SILVANO A., TRUSTEE	MELCHIORRI LILLIAN E., TRUSTEE	11 WATSON STREET	NATICK	MA	01760	COOLIDGE ST
5 0 54	PADDOCK AARON	PADDOCK ADA HAU	86 COOLIDGE ST	SHERBORN	MA	01770	86 COOLIDGE ST
5 0 55	COOLIDGE CROSSING, LLC	C/O TRASK INC.	30 Turnpike Rd. STE 201	SOUTHBOROUGH	MA	01772-1760	84 COOLIDGE ST
5 0 56A	TOWN OF SHERBORN	CONSERVATION COMMISSION	19 WASHINGTON STREET	SHERBORN	MA	01770	COOLIDGE ST
5 0 56B	TOWN OF SHERBORN	CONSERVATION COMMISSION	19 WASHINGTON STREET	SHERBORN	MA	01770	COOLIDGE ST
5 0 56C	TOWN OF SHERBORN	CONSERVATION COMMISSION	19 WASHINGTON STREET	SHERBORN	MA	01770	COOLIDGE ST
5 0 56D	MYERS HARGRAVE JOHN	MYERS HARGRAVE JADE	49 ROCKWOOD ST PB 1217	SHERBORN	MA	01770	49 ROCKWOOD ST
5 0 56E	FARLEY JOHN	BENCH JULIETTE	PO BOX 228	SHERBORN	MA	01770	45 ROCKWOOD ST
5 0 56F	TOWN OF SHERBORN	CONSERVATION COMMISSION	19 WASHINGTON STREET	SHERBORN	MA	01770	ROCKWOOD ST
5 0 57	TOWN OF SHERBORN	CONSERVATION COMMISSION	19 WASHINGTON STREET	SHERBORN	MA	01770	COOLIDGE ST

SIGNED: AMY DAVIDSON FOR THE SHERBORN BOARD OF ASSESSORS

Exhibit 8

Architecture and Elevations

SHERBORN APARTMENTS

120 UNIT 40B HOUSING COMPLEX

84 & 86 COOLIDGE STREET SHERBORN, MA

DATE : OCTOBER 13, 2020

ARCHITECT SIGNATURE REG. NO. 10791 DATE

OWNER SIGNATURE DATE

CONTRACTOR SIGNATURE DATE

PROJECT TEAM

ARCHITECT:
R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO BOX 447
112 ELM STREET
GOFFSTOWN, NEW HAMPSHIRE 03045
(603) 497-9405

OWNER:
BAYSTONE DEVELOPMENT, LLC
21 CENTER STREET
WESTON, MASSACHUSETTS 02493
(781) 894-9898

CIVIL ENGINEER:
CIVIL DESIGN GROUP, LLC.
21 HIGH STREET, SUITE 207
NORTH ANDOVER, MASSACHUSETTS 01845
(978) 794-5400

INDEX OF DRAWINGS

TITLE SHEET

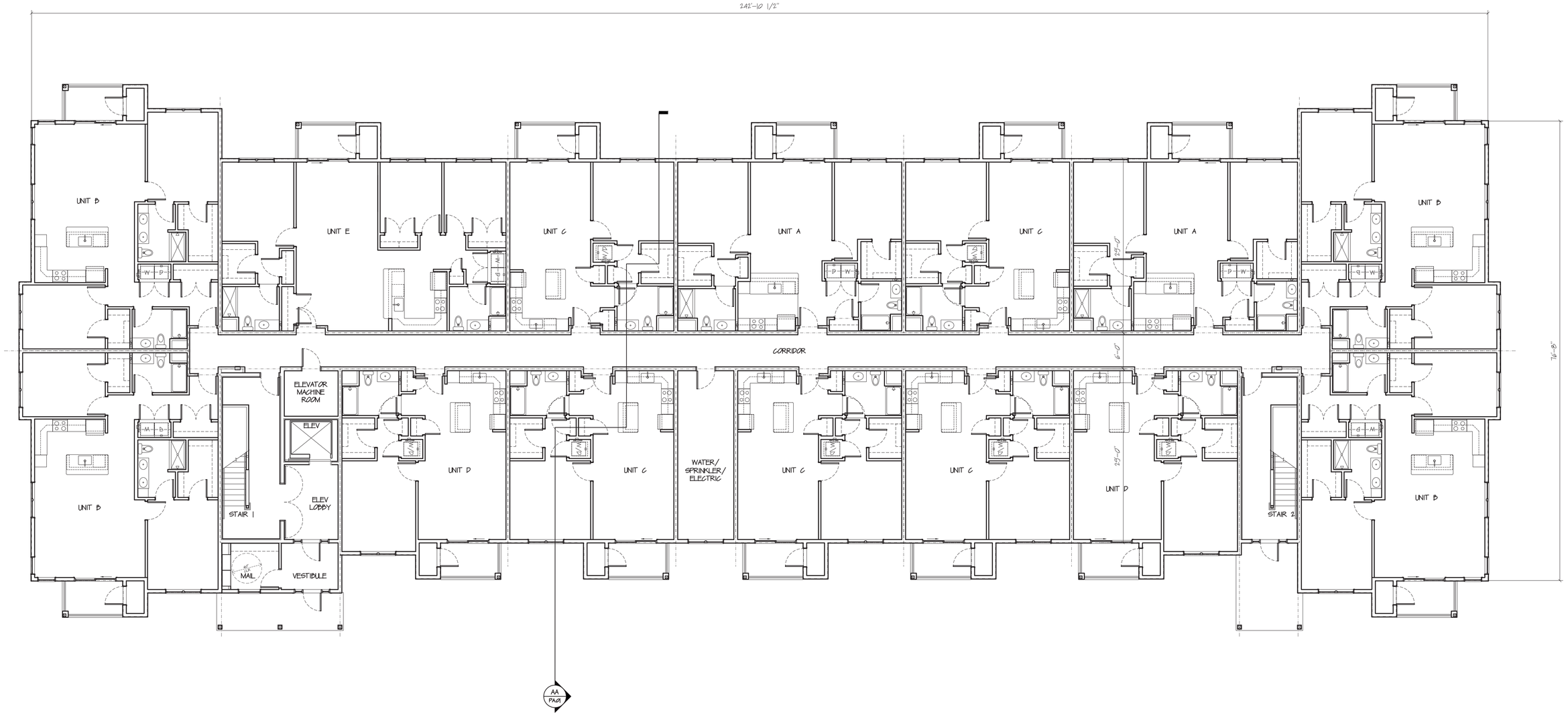
PA.01 FIRST FLOOR PLAN BLDG 1
PA.02 SECOND FLOOR PLAN BLDG 1
PA.03 THIRD FLOOR PLAN BLDG 1
PA.04 EXTERIOR ELEVATIONS BLDG 1
PA.05 EXTERIOR ELEVATIONS BLDG 1
PB.01 FIRST FLOOR PLAN BLDG 2
PB.02 SECOND FLOOR PLAN BLDG 2
PB.03 THIRD FLOOR PLAN BLDG 2
PB.04 EXTERIOR ELEVATIONS BLDG 2
PB.05 EXTERIOR ELEVATIONS BLDG 2
PC.01 FIRST FLOOR PLAN BLDG 3
PC.02 SECOND FLOOR PLAN BLDG 3
PC.03 THIRD FLOOR PLAN BLDG 3
PC.04 EXTERIOR ELEVATIONS BLDG 3
PC.05 EXTERIOR ELEVATIONS BLDG 3
PU.01 UNIT TYPE A FLOOR PLAN
PU.02 UNIT TYPE B FLOOR PLAN
PU.03 UNIT TYPES C & D FLOOR PLANS
PU.04 UNIT TYPE E FLOOR PLAN
PSC.00 TYPICAL SECTION
PCA.01 FLOOR PLAN CLUBHOUSE
PCA.02 EXTERIOR ELEVATIONS CLUBHOUSE
PCA.03 EXTERIOR ELEVATIONS CLUBHOUSE

SCHEDULE OF UNITS

UNIT TYPE	RENTABLE SF/UNIT	BUILDING (1)	BUILDING (2)	BUILDING (3)	TOTAL
TWO BEDROOM UNIT A	1065	7	7	13	27
TWO BEDROOM UNIT A MC	1065	1	1	1	3
TWO BEDROOM UNIT B	1157	12	12	12	36
ONE BEDROOM UNIT C	809	12	9	1	22
ONE BEDROOM UNIT C MC	809	1	1	0	2
ONE BEDROOM UNIT D	783	6	6	6	18
THREE BEDROOM UNIT E	1347	2	6	3	11
THREE BEDROOM UNIT E MC	1347	1	0	0	1
TOTALS		42	42	36	120

ALL AREAS OF THE PROJECT SHALL BE IN COMPLIANCE WITH APPLICABLE STATE AND FEDERAL REQUIREMENTS FOR ACCESSIBILITY. THIS INCLUDES THE FEDERAL FAIR HOUSING AMENDMENTS (FFHA) AND THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (MAAB). 5% OF THE DWELLING UNITS ARE DESIGNED AS GROUP 2A ACCESSIBLE UNITS. THE REMAINING FIRST FLOOR DWELLING UNITS ARE DESIGNATED AS GROUP 1 UNITS. 2% OF THE DWELLING UNITS SHALL BE PROVIDED WITH HEARING IMPAIRED DEVICES. THE COMMUNITY BUILDING IS DESIGNED TO BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE MAAB.

	ONE BED UNITS	ONE BED MC UNITS	TWO BED UNITS	TWO BED MC UNITS	THREE BED UNITS	THREE BED MC UNITS	TOTAL UNITS	TOTAL NET RENTABLE SF
BUILDING ONE	18	1	19	1	2	1	42	41958
BUILDING TWO	15	1	19	1	6	0	42	43650
BUILDING THREE	7	0	25	1	3	0	36	35952
TOTAL	40	2	63	3	11	1	120	131346



FIRST FLOOR PLAN

SCALE: 1/8" = 1' 0"

17,090 BUILDING ENCLOSURE SQUARE FOOTAGE

18,198 BUILDING CODE SQUARE FOOTAGE

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

BAYSTONE DEVELOPMENT, LLC
21 Center Street
Weston, MA 02493
781-894-9898

SHERBORN APARTMENTS
A 120 Unit 40B Housing Complex
84 Coolidge Street
Sherborn, MA 01770

FIRST FLOOR PLAN
BUILDING 1
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PA.01



SECOND FLOOR PLAN

SCALE: 1/8" = 1' 0"
16,924 BUILDING ENCLOSURE SQUARE FOOTAGE
17,764 BUILDING CODE SQUARE FOOTAGE

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
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SECOND FLOOR PLAN
BUILDING 1
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PA.02



THIRD FLOOR PLAN

SCALE: 1/8" = 1' 0"

16,924 BUILDING ENCLOSURE SQUARE FOOTAGE

17,764 BUILDING CODE SQUARE FOOTAGE

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

BAYSTONE DEVELOPMENT, LLC
21 Center Street
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781-894-9898

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THIRD FLOOR PLAN
BUILDING 1
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PA.03



LEFT ELEVATION
SCALE: 1/8" = 1' 0"



RIGHT ELEVATION
SCALE: 1/8" = 1' 0"



FRONT ELEVATION
SCALE: 1/8" = 1' 0"

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
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781-894-9898

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BUILDING 1 ELEVATIONS
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PA.04



REAR ELEVATION
SCALE: 1/8" = 1' 0"

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112 Elm Street
Goffstown, NH 03045
603-497-3405

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BUILDING 1 ELEVATIONS
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PA.05



FIRST FLOOR PLAN

SCALE: 1/8" = 1' 0"

17,730 BUILDING ENCLOSURE SQUARE FOOTAGE

18,838 BUILDING CODE SQUARE FOOTAGE

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PO Box 447
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603-497-3405

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21 Center Street
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FIRST FLOOR PLAN
BUILDING 2
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PB.01



SECOND FLOOR PLAN

SCALE: 1/8" = 1' 0"

17,564 BUILDING ENCLOSURE SQUARE FOOTAGE

18,404 BUILDING CODE SQUARE FOOTAGE

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112 Elm Street
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SECOND FLOOR PLAN
BUILDING 2
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PB.02



THIRD FLOOR PLAN

SCALE: 1/8" = 1' 0"

17,564 BUILDING ENCLOSURE SQUARE FOOTAGE

18,404 BUILDING CODE SQUARE FOOTAGE

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THIRD FLOOR PLAN
BUILDING 2
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PB.03



LEFT ELEVATION
SCALE: 1/8" = 1' 0"



RIGHT ELEVATION
SCALE: 1/8" = 1' 0"



FRONT ELEVATION
SCALE: 1/8" = 1' 0"

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BUILDING 2 ELEVATIONS
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PB.04



REAR ELEVATION
SCALE: 1/8" = 1' 0"

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BUILDING 2 ELEVATIONS
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PB.05



FIRST FLOOR PLAN

SCALE: 1/8" = 1' 0"

15,890 BUILDING ENCLOSURE SQUARE FOOTAGE

16,878 BUILDING CODE SQUARE FOOTAGE

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603-497-3405

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FIRST FLOOR PLAN
BUILDING 3
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PC.01



SECOND FLOOR PLAN

SCALE: 1/8" = 1' 0"
15,724 BUILDING ENCLOSURE SQUARE FOOTAGE
16,444 BUILDING CODE SQUARE FOOTAGE

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

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21 Center Street
Weston, MA 02493
781-894-9898

SHERBORN APARTMENTS
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SECOND FLOOR PLAN
BUILDING 3
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PC.02



THIRD FLOOR PLAN
SCALE: 1/8" = 1' 0"
15,724 BUILDING ENCLOSURE SQUARE FOOTAGE
16,444 BUILDING CODE SQUARE FOOTAGE

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PO Box 447
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Goffstown, NH 03045
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BAYSTONE DEVELOPMENT, LLC
21 Center Street
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781-894-9898

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THIRD FLOOR PLAN
BUILDING 3
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PC.03



LEFT ELEVATION
SCALE: 1/8" = 1' 0"



RIGHT ELEVATION
SCALE: 1/8" = 1' 0"



FRONT ELEVATION
SCALE: 1/8" = 1' 0"

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SHERBORN APARTMENTS
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Sherborn, MA 01770

BUILDING 3 ELEVATIONS
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PC.04



REAR ELEVATION
SCALE: 1/8" = 1' 0"

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Sherborn, MA 01770

ELEVATIONS
Scale : 1/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PC.05



UNIT TYPE A

SCALE: 1/4" = 1' 0"
GROSS SF: 1,121 SF
NET SF: 1,065 SF
DECK SF: 60 SF

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
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UNITS FLOOR PLANS
Scale: 1/4" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

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PU.01

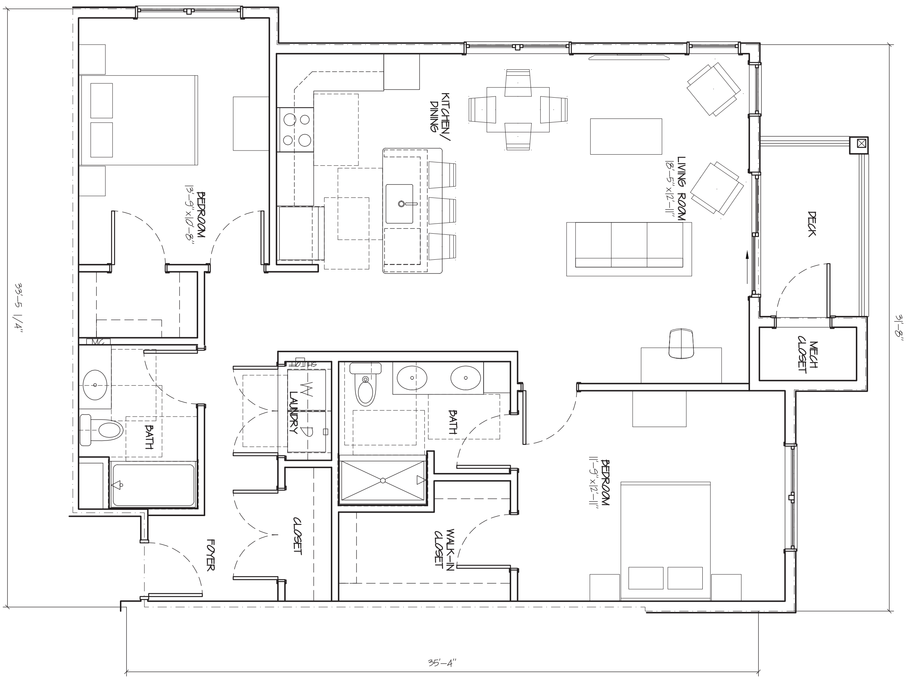
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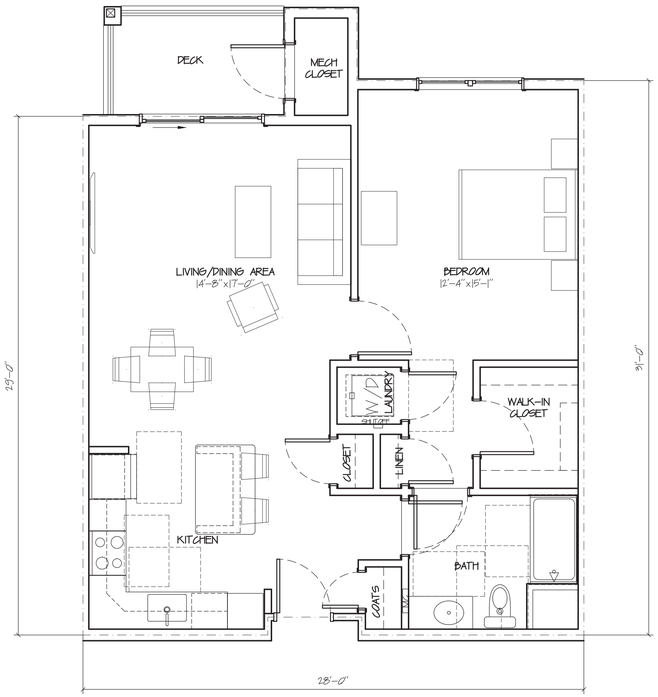
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NET SF: 1,197 SF

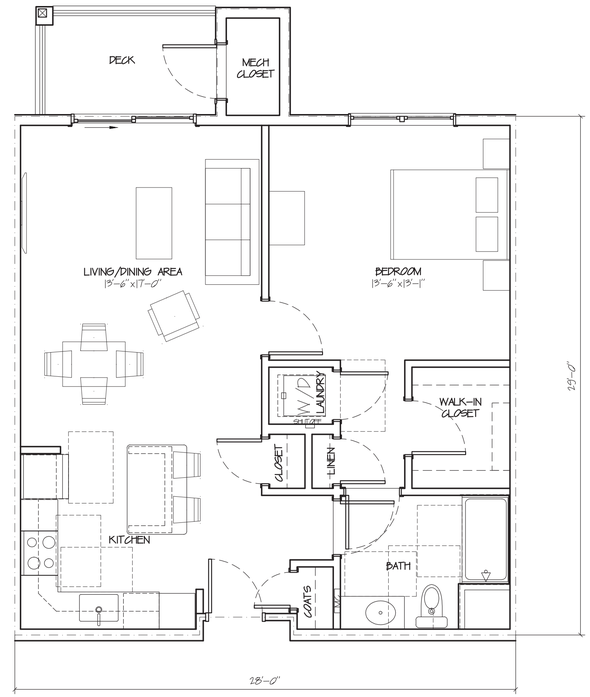
DECK SF: 60 SF



DRG. NO. PV.02	REVISIONS:	UNITS FLOOR PLANS Scale : 1/4" = 1'-0" Commission No.: R20-002 Date: October 13, 2020	SHERBORN APARTMENTS A 120 Unit 40B Housing Complex 84 Coolidge Street Sherborn, MA 01770	BAYSTONE DEVELOPMENT, LLC 21 Center Street Weston, MA 02493 781-894-9898	R.A. SCHAEFER & D.M. WHITE, ARCHITECTS PO Box 447 112 Elm Street Goffstown, NH 03045 603-497-5405	



UNIT TYPE D
SCALE: 1/4" = 1' 0"
GROSS SF: 856 SF
NET SF: 809 SF
DECK SF: 60 SF



UNIT TYPE C
SCALE: 1/4" = 1' 0"
GROSS SF: 831 SF
NET SF: 783 SF
DECK SF: 60 SF

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112 Elm Street
Goffstown, NH 03045
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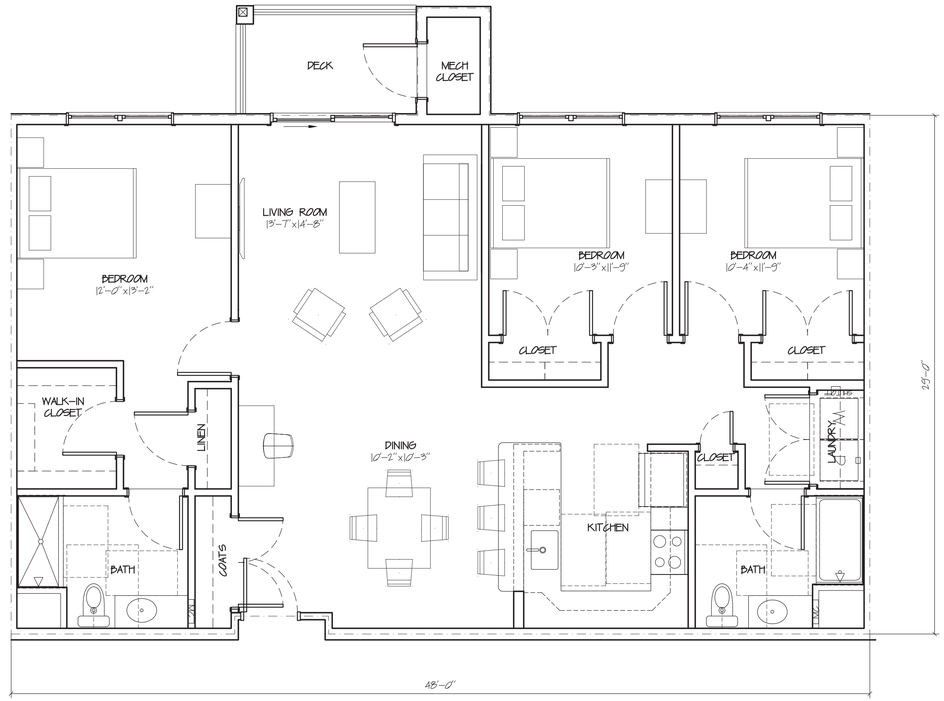
BAYSTONE DEVELOPMENT, LLC
21 Center Street
Weston, MA 02493
781-894-9898

SHERBORN APARTMENTS
A 120 Unit 40B Housing Complex
84 Coolidge Street
Sherborn, MA 01770

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Scale : 1/4" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PU.03



UNIT TYPE E

SCALE: 1/4" = 1' 0"
GROSS SF: 1,411 SF
NET SF: 1,347 SF
DECK SF: 60 SF

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

BAYSTONE DEVELOPMENT, LLC
21 Center Street
Weston, MA 02493
781-894-9898

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UNITS FLOOR PLANS

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Commission No.: R20-002
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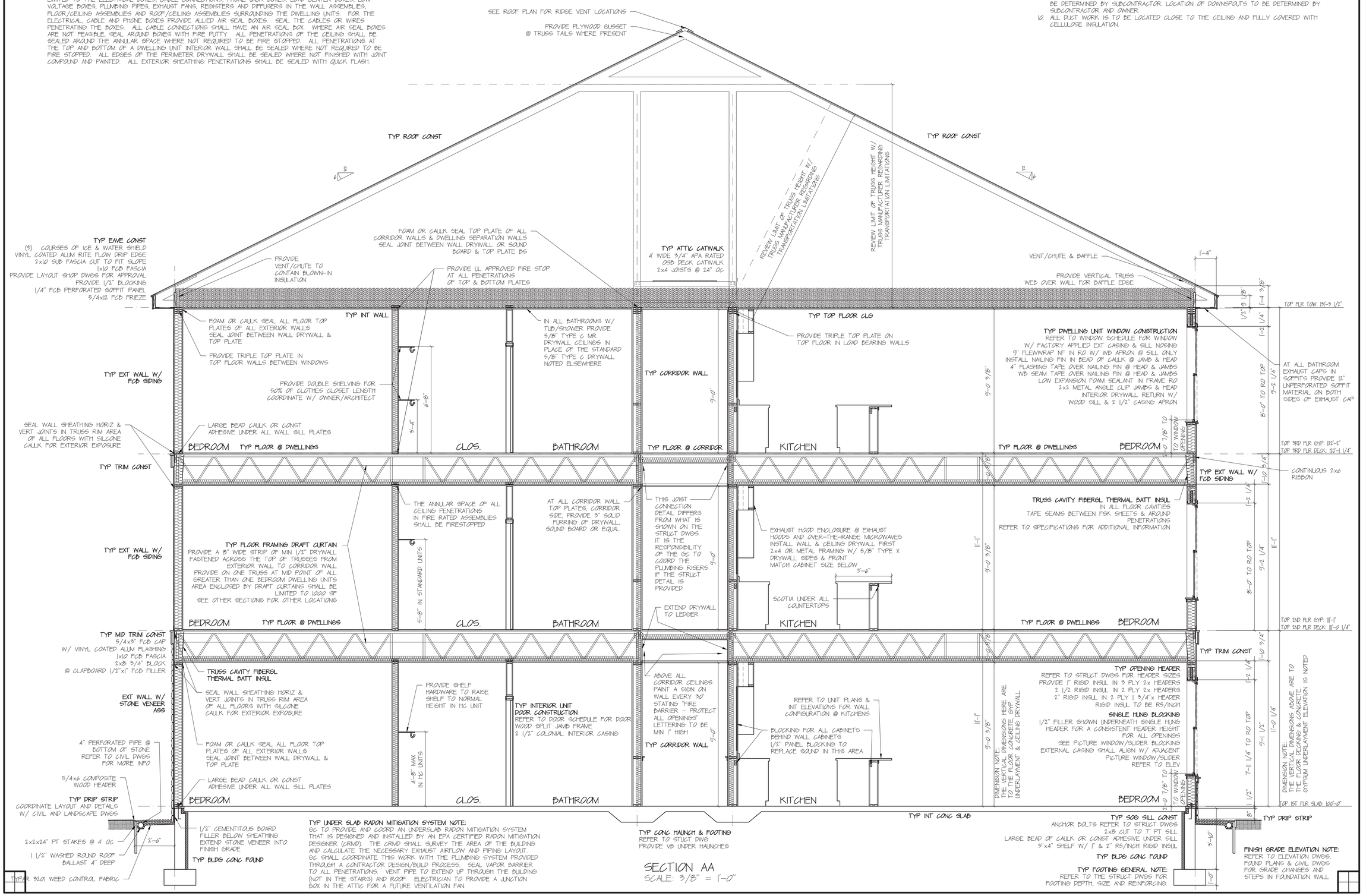
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PU.04

GENERAL NOTES:

1. ALL COMPONENTS, SYSTEMS AND INSTALLATIONS SHALL BE CONSTRUCTED FOLLOWING INDUSTRY STANDARDS, THE STATE BUILDING CODE, MANUFACTURER'S INSTRUCTIONS AND GENERALLY ACCEPTED CONSTRUCTION PRACTICE IN THE ABSENCE OF SPECIFIC REFERENCES.
2. THIS PROJECT SHALL BE CONSTRUCTED TO MEET ENERGY STAR 3.1 AND THE MASS SAVES MULTIFAMILY LOW RISE REQUIREMENTS IN ORDER TO ACHIEVE CERTIFICATION. THE GC AND ALL SUB CONTRACTORS SHALL BE FAMILIAR WITH AND BE ABLE TO IMPLEMENT THESE REQUIREMENTS PRIOR TO THE START OF CONSTRUCTION.
3. IN ORDER TO VERIFY CERTIFICATION EACH DWELLING UNIT WILL BE BLOWER DOOR TESTED AS DESCRIBED BELOW. TO ACHIEVE THE AIR INFILTRATION MEASUREMENTS LISTED THE WALL AND CEILING DRYWALL AND FLOOR SUBSTRATE ENCLOSING THE DWELLING UNIT SHALL BE CONSTRUCTED AS THE AIR BARRIER OF THE DWELLING UNIT. ALL PENETRATIONS OF THE AIR BARRIER SHALL BE SEALED. THIS WILL INCLUDE BUT NOT BE LIMITED TO THE ELECTRICAL BOXES, CABLE CONNECTIONS, PHONE JACK BOXES, LOAD CENTER BOXES, LOW VOLTAGE BOXES, PLUMBING PIPES, EXHAUST FANS, REGISTERS AND DIFFUSERS IN THE WALL ASSEMBLIES, FLOOR/CEILING ASSEMBLIES AND ROOF/CEILING ASSEMBLIES SURROUNDING THE DWELLING UNITS. FOR THE ELECTRICAL, CABLE AND PHONE BOXES PROVIDE ALLIED AIR SEAL BOXES. SEAL THE CABLES OR WIRES PENETRATING THE BOXES. ALL CABLE CONNECTIONS SHALL HAVE AN AIR SEAL BOX. WHERE AIR SEAL BOXES ARE NOT FEASIBLE, SEAL AROUND BOXES WITH FIRE PUTTY. ALL PENETRATIONS OF THE CEILING SHALL BE SEALED AROUND THE ANNULAR SPACE WHERE NOT REQUIRED TO BE FIRE STOPPED. ALL PENETRATIONS AT THE TOP AND BOTTOM OF A DWELLING UNIT INTERIOR WALL SHALL BE SEALED WHERE NOT REQUIRED TO BE FIRE STOPPED. ALL EDGES OF THE PERIMETER DRYWALL SHALL BE SEALED WHERE NOT FINISHED WITH JOINT COMPOUND AND PAINTED. ALL EXTERIOR SHEATHING PENETRATIONS SHALL BE SEALED WITH QUICK FLASH.

GENERAL NOTES (CONTINUED):

4. NO COMPONENT OF ANY SYSTEM SHALL RUN THROUGH THE STAIR UNLESS IT RELATES TO THE STAIR. THIS INCLUDES WIRING, CABLES, PIPES, CONDUIT OR OTHER SIMILAR TYPE ITEMS.
5. REFER TO THE ASSEMBLY SCHEDULE FOR THE CONSTRUCTION AND MATERIALS IN THE TYP ASSEMBLIES NOT NOTED IN THE DRAWING.
6. EXTEND DRYWALL BY ALL DWELLING UNIT INTERIOR WALL ENDS AND BEHIND TUB/SHOWER ENCLOSURES LOCATED AGAINST AN EXT WALL AND AGAINST A FIRE RATED WALL.
7. REFER TO DETAILS REFERENCED OR UNREFERENCED FOR MORE INFORMATION.
8. IF A SUBSTITUTE WINDOW MFGR IS PROVIDED THE GC SHALL COORD THEIR DETAILS TO MATCH THE INTENT FOR THE PROJECT.
9. INSTALL GUTTERS AND DOWNSPOUTS AT ALL EAVES. SIZE OF GUTTERS AND DOWNSPOUTS TO BE DETERMINED BY SUBCONTRACTOR. LOCATION OF DOWNSPOUTS TO BE DETERMINED BY SUBCONTRACTOR AND OWNER.
10. ALL DUCT WORK IS TO BE LOCATED CLOSE TO THE CEILING AND FULLY COVERED WITH CELLULOSE INSULATION.



SECTION AA
SCALE: 3/8" = 1'-0"

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

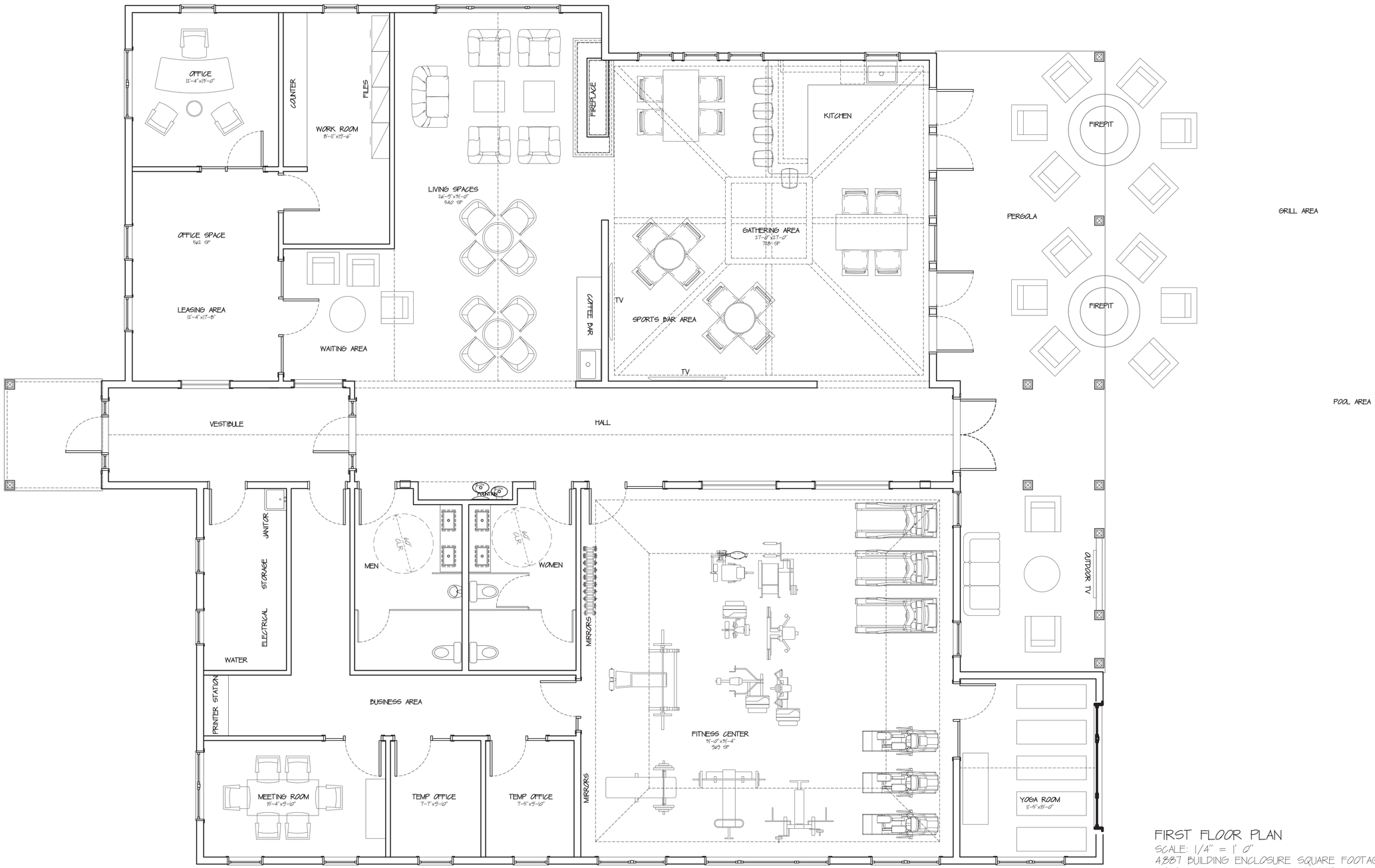
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Weston, MA 02493
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SHERBORN APARTMENTS
A 120 Unit 40B Housing Complex
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Sherborn, MA 01770

TYPICAL SECTION
Scale: 3/8" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

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PSC.00



FIRST FLOOR PLAN

SCALE: 1/4" = 1' 0"

4,887 BUILDING ENCLOSURE SQUARE FOOTAGE

4,959 BUILDING CODE SQUARE FOOTAGE

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

BAYSTONE DEVELOPMENT, LLC
21 Center Street
Weston, MA 02493
781-894-9898

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FLOOR PLAN
CLUBHOUSE
Scale : 1/4" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

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PCA.01



REAR ELEVATION
SCALE: 1/4" = 1' 0"



FRONT ELEVATION
SCALE: 1/4" = 1' 0"

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

BAYSTONE DEVELOPMENT, LLC
21 Center Street
Weston, MA 02493
781-894-9898

SHERBORN APARTMENTS
A 120 Unit 40B Housing Complex
84 Coolidge Street
Sherborn, MA 01770

ELEVATIONS
CLUBHOUSE
Scale : 1/4" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PCA.02



LEFT ELEVATION
SCALE: 1/4" = 1' 0"



RIGHT ELEVATION
SCALE: 1/4" = 1' 0"

R.A. SCHAEFER & D.M. WHITE, ARCHITECTS
PO Box 447
112 Elm Street
Goffstown, NH 03045
603-497-3405

BAYSTONE DEVELOPMENT, LLC
21 Center Street
Weston, MA 02493
781-894-9898

SHERBORN APARTMENTS
A 120 Unit 40B Housing Complex
84 Coolidge Street
Sherborn, MA 01770

ELEVATIONS
CLUBHOUSE
Scale : 1/4" = 1'-0"
Commission No.: R20-002
Date: October 13, 2020

REVISIONS:

DRG. NO.
PCA.03

Exhibit 9

Traffic Impact and Access Study

TRAFFIC IMPACT AND ACCESS STUDY

PROPOSED VILLAGES AT SHERBORN 40B DEVELOPMENT

84-86 Coolidge Street
Sherborn, Massachusetts

Prepared for:
Baystone Sherborn, LLC

September 2020

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

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TRAFFIC IMPACT AND ACCESS STUDY

PROPOSED VILLAGES AT SHERBORN 40B DEVELOPMENT

84-86 Coolidge Street
Sherborn, Massachusetts

Prepared for:
Baystone Sherborn, LLC
Weston, Massachusetts

Prepared by:
MDM Transportation Consultants, Inc.
28 Lord Road, Suite 280
Marlborough, Massachusetts 01752
Phone: (508) 303-0370
Fax: (508) 303-0371

September 2020

MDM.

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CONTENTS

EXECUTIVE SUMMARY 1
1.0 INTRODUCTION 4
1.1 PROPOSED DEVELOPMENT 4
1.2 STUDY METHODOLOGY 5
1.3 STUDY AREA 5
2.0 BASELINE CONDITIONS 6
2.1 STUDY AREA ROADWAY NETWORK 6
2.2 BASELINE TRAFFIC VOLUMES 8
2.3 MEASURED TRAVEL SPEEDS 9
2.4 SAFETY 10
2.5 SIGHT LINE ANALYSIS 12
3.0 FUTURE CONDITIONS 15
3.1 BACKGROUND TRAFFIC GROWTH 15
3.2 NO-BUILD TRAFFIC VOLUMES 16
3.3 SITE-GENERATED TRAFFIC – ITE BASIS 16
3.4 TRIP DISTRIBUTION AND ASSIGNMENT 17
3.5 BUILD TRAFFIC VOLUMES 17
4.0 TRAFFIC OPERATIONS ANALYSIS 18
4.1 CAPACITY ANALYSIS PROCEDURES 18
4.2 INTERSECTION CAPACITY ANALYSIS RESULTS 18
5.0 RECOMMENDATIONS AND CONCLUSIONS 21
5.1 RECOMMENDATIONS 21
5.2 CONCLUSIONS 22

FIGURES

Number	Title
1	*Site Location*
2	*Preliminary Site Layout*
3	*2020 Baseline Weekday Peak Hour Traffic Volumes*
4	*Intersection Sight Distance*
5	*2027 No-Build Weekday Peak Hour Traffic Volumes*
6	*Site-Generated Trips – Weekday Peak Hour Traffic Volumes*
7	*2027 Build Weekday Peak Hour Traffic Volumes*

TABLES

Number	Title
1	*Baseline Traffic Volume Summary*
2	*Speed Study Results – Coolidge Street*
3	*Intersection Crash Summary*
4	*Stopping Sight Distance Summary*
5	*Intersection Sight Distance Summary*
6	*Trip-Generation Summary*
7	*Intersection Capacity Analysis Results – Weekday Morning Peak Hour*
8	*Intersection Capacity Analysis Results – Weekday Evening Peak Hour*

EXECUTIVE SUMMARY

MDM Transportation Consultants, Inc. (MDM) has prepared a Traffic Impact and Access Study (TIAS) for a proposed 120-unit multifamily rental development to be located along the eastern side of Coolidge Street in Sherborn, Massachusetts. The location of the site relative to adjacent roadways is shown in **Figure 1**. This report documents existing operational and safety-related characteristics of roadways serving the development Site, estimates development-related trip generation and operational impacts, and identifies potential mitigation actions to support the development.

This TIAS has been developed in conformance with guidelines for preparation of traffic studies as jointly issued by the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs/Massachusetts Department of Transportation (EEA/MassDOT).

E.1 PROJECT DESCRIPTION

The Site comprises approximately 15.2± acres located at 84 – 86 Coolidge Street in Sherborn, Massachusetts. The property comprises of two single-family homes with individual driveways along Coolidge Street.

Under the proposed multifamily residential development program, the Site will be redeveloped to include 120± mid-rise residential apartment units and the single-family home at 86 Coolidge Street will remain. On-site parking will include approximately 200 parking spaces (170± surface spaces and 30± covered garage spaces). Site access/egress is proposed via primary full access/egress driveway along Coolidge Street and a second gated emergency connection to the adjacent 104 Coolidge Street development to the west of the site.

E.2 STUDY AREA

This TIAS evaluates transportation characteristics of roadways and intersections that provide a primary means of access to the Site, and that are likely to sustain a measurable level of traffic impact from the proposed development.

- Coolidge Street at Speen Street/Kendall Avenue
- Coolidge Street at North Main Street (Route 27)
- Coolidge Street at Primary Site Driveway

E.3 SUMMARY OF ANALYSIS AND FINDINGS

Capacity analyses were conducted for each study area intersection to quantify baseline and future year traffic operations with and without the development for the weekday morning and weekday evening peak hours. These time periods represent the highest activity periods of the proposed project and the adjacent roadway system.

The analyses presented in this TIAS are based on industry-standard trip rates and methodology published by the Institute of Transportation Engineers (ITE). Based on industry-standard trip rates the proposed development is estimated to generate approximately 43 new trips during the weekday morning peak hour (11 entering and 32 exiting), 53 new trips during the weekday evening peak hour (32 entering and 21 exiting), and approximately 652 daily trips on a weekday. Journey to work data for the Town of Sherborn served as the primary basis for distribution for the apartment trips to/from the Site.

Capacity analyses indicate that project will not result in any consequential changes in intersection operations compared to No-Build conditions. The site driveway will operate at LOS C or better during the peak hours. Likewise, the Coolidge Street approaches Speen Street/Kendall Avenue will continue to operate at LOS C or better during the peak hours. The Coolidge Street approach to North Main Street will at times continue to operate with long delays; specifically, for the critical left turn movements onto North Main Street. Relative traffic increases for the proposed project represents an inconsequential change in area roadway volumes - a level of change that falls well within normal day-to-day fluctuations in traffic entering and exiting the study intersections and is immaterial to traffic operations along North Main Street and Speen Street/Kendall Avenue. The project will not have a material impact on operations these intersection under Build conditions and will result in five (5) or less additional critical left turns (1 vehicle every 12 minutes or less) onto North Main Street and Kendall Avenue during the critical weekday morning peak hour compared to No-Build conditions. Field observations indicate that the delay for the critical left turn movement from Coolidge Street onto North Main is somewhat overstated.

E.4 RECOMMENDATIONS

MDM finds Coolidge Street and roadways within the site vicinity can accommodate modest traffic increases of the project. Relative traffic increases for the proposed project represents an inconsequential change in area roadway volumes - a level of change that falls well within normal day-to-day fluctuations in traffic entering and exiting the study intersections and is immaterial to traffic operations along Coolidge Street. However, several mitigation actions are

identified to support the project to ensure that site access meets applicable safety criteria, to enhance neighborhood walking/bicycling and to reduce dependency on single-occupant auto use. These include (a) access-related improvements, (b) pedestrian and bicycle accommodations as summarized below.

Access/Egress Improvements

- *Driveway Design*. The final driveway width and curb radii between the proposed Site Driveway and Coolidge Street should be designed to accommodate the Town's largest fire apparatus (ladder truck) and single unit delivery vehicles. Signs and pavement markings that are compliant with the Manual on Uniform Traffic Control Devices (MUTCD) should be installed on the approach to Coolidge Street including a STOP sign (R1-1) and STOP line pavement markings. Centerline pavement markings along the access roadway should be installed to provide positive driver guidance entering and exiting the property.

- *Sight Line Triangles.* With selective clearing and grading as part of the installation of the Site driveway the available sight lines will satisfy the recommended sight line requirements from AASHTO. Plantings (shrubs, bushes) and structures (walls, fences, etc.) shall be maintained at a height of 2 feet or less within the sight lines in vicinity of the Site Driveway intersections with Coolidge Street and at all internal intersections to provide unobstructed sight lines. Accordingly, the location of the proposed bus shelter near the northern driveway should be relocated outside the sight line triangle.

Pedestrian and Bicycle Accommodations

- *Pedestrian Connections*. The Site Plan incorporates sidewalks that connect the proposed building to the on-site surface parking areas.

- *Bicycle Amenities*. The Proponent will provide bicycle accommodations within the property including bike racks near the buildings entranceways to encourage and facilitate this mode of transportation to/from the Site.

E.5 CONCLUSIONS

In summary, the proposed residential development will be accommodated well within capacity of Coolidge Street with no discernable impact to traffic flow and at operating levels that are considered acceptable for suburban locations. The assessment indicates traffic increases for the proposed project represents a nominal increase in area roadway volumes. Accordingly, no roadway improvements are warranted to accommodate the project. Proposed access access/egress improvements and pedestrian and bicycle accommodations as outlined in the *Conclusions and Recommendations* section of this report will adequately mitigate the project impacts.

1.0 INTRODUCTION

MDM Transportation Consultants, Inc. (MDM) has prepared a Traffic Impact and Access Study (TIAS) for a proposed 120-unit multifamily rental development to be located along the eastern side of Coolidge Street in Sherborn, Massachusetts. The location of the site relative to adjacent roadways is shown in **Figure 1**. This report documents existing operational and safety-related characteristics of roadways serving the development Site, estimates development-related trip generation and operational impacts, and identifies potential mitigation actions to support the development.

This TIAS has been developed in conformance with guidelines for preparation of traffic studies as jointly issued by the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs/Massachusetts Department of Transportation (EEA/MassDOT).

1.1 PROPOSED DEVELOPMENT

The Site comprises approximately 15.2± acres located at 84 – 86 Coolidge Street in Sherborn, Massachusetts. The property comprises of two single-family homes with individual driveways along Coolidge Street.

Under the proposed multifamily residential development program, the Site will be redeveloped to include 120± mid-rise residential apartment units and the single-family home at 86 Coolidge Street will remain. On-site parking will include approximately 200 parking spaces (170± surface spaces and 30± covered garage spaces). Site access/egress is proposed via primary full access/egress driveway along Coolidge Street and a second gated emergency connection to the adjacent 104 Coolidge Street development to the west of the site. The preliminary Site layout plan prepared by Civil Design Group; LLC is presented in **Figure 2**.

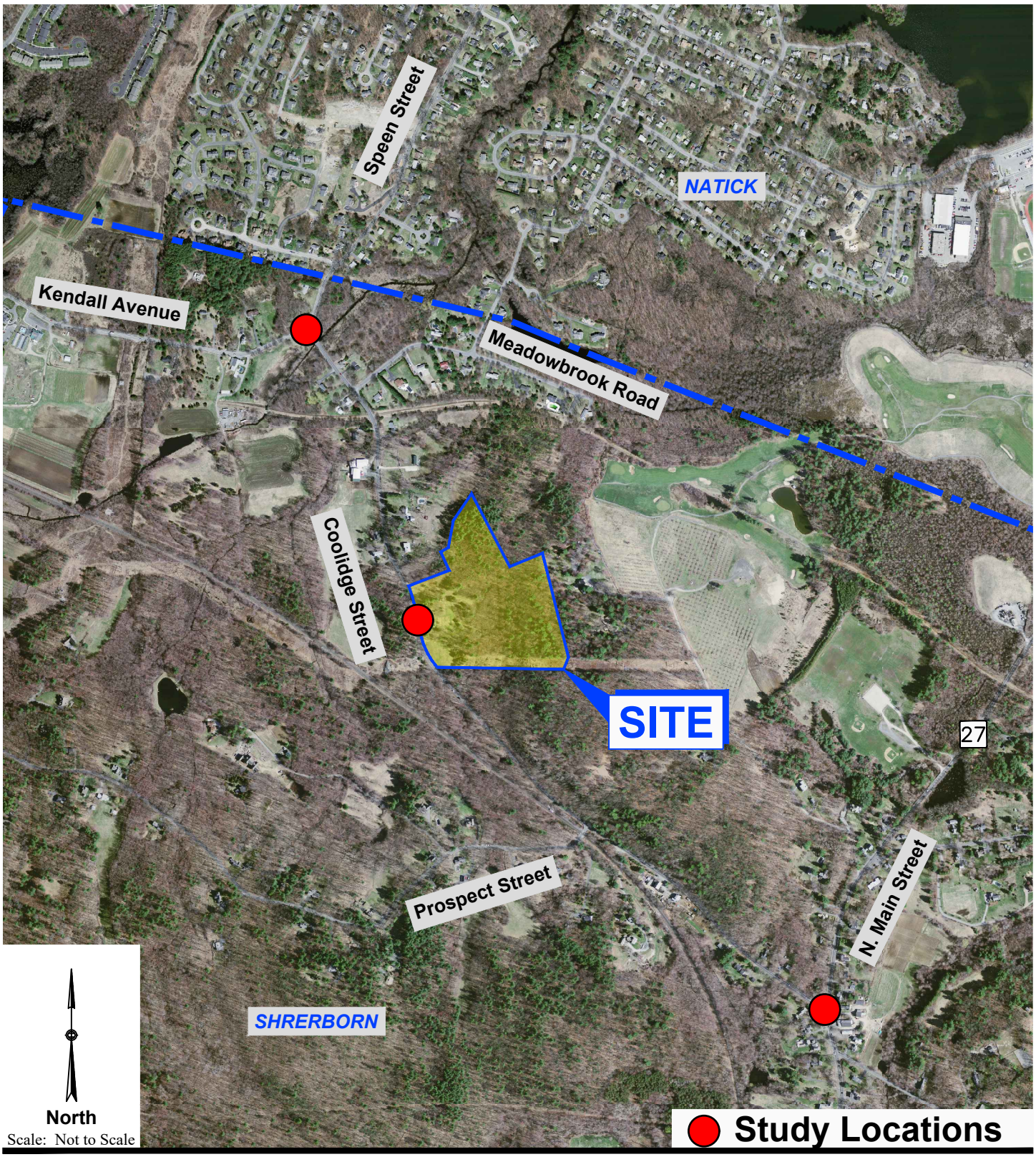
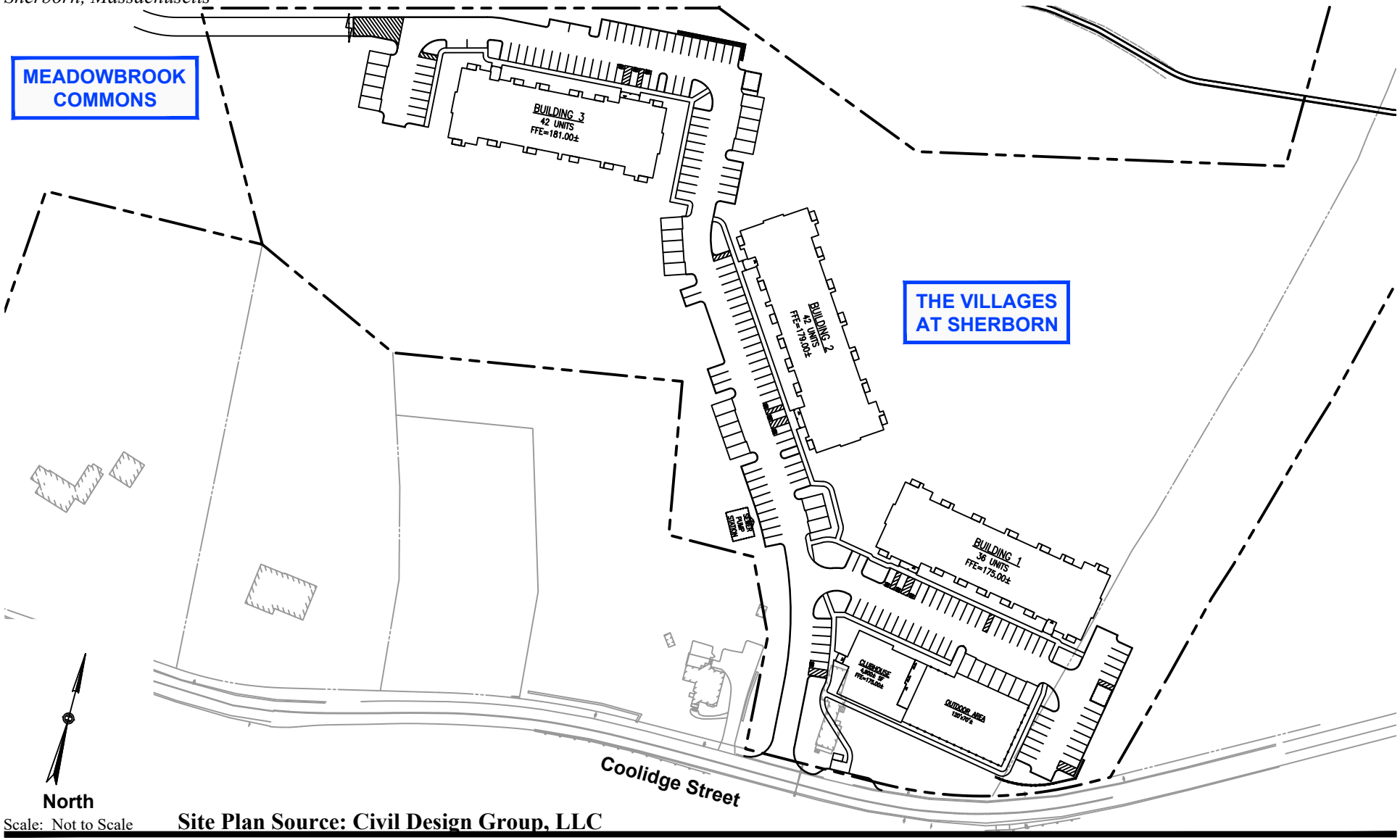


Figure 1

Site Location

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

Date: September 2020
Dwg No. 1096 TIAS01.dwg
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Scale: Not to Scale

Site Plan Source: Civil Design Group, LLC

Figure 2

Preliminary Site Plan

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

Date: October 2020
Dwg No. 1096 Fig 2-Autoturn-Sight Dist (10-12-2020).dwg
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1.2 STUDY METHODOLOGY

This transportation impact and access evaluation is conducted in accordance with EEA/MassDOT guidelines and consists of several steps. The first step documents existing conditions in the transportation study area including an inventory of roadway geometry, observed traffic volumes, public transportation, and safety characteristics. Next, future year traffic conditions are forecast that account for other planned area developments, normal area growth, and development-related traffic increases. The third step quantifies operating characteristics of the study intersection. Specific attention is given to the incremental impacts of the proposed development. Finally, improvements are identified to address specific development-related requirements as needed.

1.3 STUDY AREA

This TIAS evaluates transportation characteristics of roadways and intersections that provide a primary means of access to the Site, and that are likely to sustain a measurable level of traffic impact from the proposed development. The study area includes the following intersections, as shown on **Figure 1**:

- Coolidge Street at Speen Street/Kendall Avenue
- Coolidge Street at North Main Street (Route 27)
- Coolidge Street at Primary Site Driveway

2.0 BASELINE CONDITIONS

In order to provide a basis for quantifying the transportation impacts of the development, the Baseline roadway system and the baseline traffic operations of study area roadways were reviewed. This section describes the existing traffic characteristics and operations of roadways and intersection within the study area. Specifically, this section presents an overview of baseline traffic volumes, an inventory of crash data and accounting of public transportation systems serving the area.

2.1 STUDY AREA ROADWAY NETWORK

The study area roadways, intersection, and pedestrian facilities are described briefly in this section along with area roadway commitments by others. A general description of the physical roadway, intersection features, and pedestrian accommodations is provided. The study area and intersection are depicted in **Figure 1**.

2.1.1 Roadways

Coolidge Street

Coolidge Street is generally an east-west roadway under local jurisdiction within the study area. Coolidge Street is classified by the MassDOT as an Urban Minor Arterial roadway, and it provides a connection between Speen Street and Kendall Avenue to the west and North Main Street to the east. Coolidge Street provides one travel lane in each direction within the study area with additional turn lanes provided at its major intersections and provides a double yellow centerline. The posted (regulatory) speed limit on Coolidge Street in the study area is 35 mph in both travel directions. Land uses along Coolidge Street in the study area are primarily residential uses and includes Sweet Meadow Farm.

Speen Street

Speen Street is generally northwest-southwest roadway under local jurisdiction within the study area and provides a connection between Route 9 to the north and Kendall Avenue and Coolidge Street to the south. Speen Street is classified as an Urban Principal Arterial Roadway, and it provides two travel lanes in each direction separated by a double yellow centerline. Land uses along Speen Street in the study area are primarily residential uses.

Kendall Avenue

Kendall Avenue is generally northeast-southwest roadway under local jurisdiction within the study and provides a connection between Waverly Street (Route 135) to the north to Speen Street and Coolidge Street to the south. Kendall Avenue is classified as an Urban Minor Arterial Roadway, and it provides a single travel lane in each direction separated by a double yellow centerline. Land uses along Kendall Avenue in the study area are primarily residential uses.

North Main Street

North Main Street is generally a north-south roadway under local jurisdiction within the study area that provides a connection from Route 135 and Natick Center to the north and Route 16 and Sherborn Center to the south. North Main Street is classified as a Rural Minor Arterial Roadway, and it provides one travel lane in each direction separated by a double yellow centerline. Sidewalks are provided along the eastern side of North main Street within the study area. Land uses along North Main Street are primarily residential uses.

2.1.2 Intersections

Coolidge Street at Speen Street/Kendall Avenue

Coolidge Street meets Speen Street and Kendall Avenue to form a three-legged, unsignalized intersection under local jurisdiction. The Coolidge Street approach provides a left-turn lane and a right-turn lane and operates under "STOP" sign control. The Speen Street and Kendal Avenue approaches to the intersection provide a single travel lane. Sidewalks and crosswalks are not provided at the intersection. Uses at the intersection include residential homes.

Coolidge Street at North Main Street

Coolidge Street meets North Main Street to form a three-legged, unsignalized intersection under local jurisdiction. The Coolidge Street approach provides a single turn lane and operates under "STOP" sign control. The North Main Street approaches to the intersection provide a single travel lane. Sidewalks are provided along the western said of North Main Street and a crosswalk is provided across the Coolidge Street approach. Uses at the intersection include residential homes.

2.2 BASELINE TRAFFIC VOLUMES

Traffic-volume data used in this study were obtained by mechanical and manual methods in May 2016[1] and September 2020. Automatic traffic recorder counts (ATRs) were conducted along Coolidge Street while manual turning movement counts (TMCs) were conducted at the study intersections. Traffic data were collected during the weekday morning (6:00 to 9:00 AM) and weekday evening (4:00 to 6:00 PM) peak periods. These hours represent the combination of busiest activity periods of the adjacent roadway network.

2.2.1 Daily Traffic

In addition to TMC data described above, daily traffic volumes were obtained along Coolidge Street adjacent to in the Site. This data is summarized in **Table 1** and are discussed below.

TABLE 1
BASELINE TRAFFIC VOLUME SUMMARY
COOLIDGE STREET ADJACENT TO SITE

Time Period	Daily Volume (vpd)[1]	Percent Daily Traffic[2]	Peak Hour Volume (vph)[3]	Peak Flow Direction[4]	Peak Hour Directional Volume (vph)
Weekday Morning Peak Hour	10,570	9%	920	53% WB	486
Weekday Evening Peak Hour	10,570	9%	920	51% EB	468

[1]Two-way daily traffic expressed in vehicles per day adjusted to 2020 baseline conditions.
[2]The percent of daily traffic that occurs during the peak hour.
[3]Two-way peak-hour volume expressed in vehicles per hour.
[4]EB = Eastbound, WB = Westbound

As summarized in **Table 1**, the weekday daily traffic volume on Coolidge Street adjacent to the Site is approximately 10,570 vehicles per day (vpd) on a weekday with travel patterns slightly directional westbound during the weekday morning peak hour and direction eastbound during the weekday evening peak hour which is consistent with commuter traffic relative to major travel routes in the area. Peak hour traffic flow on Coolidge Street is approximately 920 vehicles per hour (vph) during the weekday morning and weekday evening peak hours representing 9 percent of daily traffic flow.

[1]These data represent the latest available counts prior to the Covid19 pandemic and are adjusted to reflect annualized growth to present a reasonable basis for analysis in this TIAS as described in more detail under Section 2.2.2

2.2.2 Peak-Hour Volumes

Peak-hour traffic volumes at the study area intersections were collected in May 2016 and September 2020. Review of historical traffic data indicates that peak hour traffic volumes collected in September 2020 remain well below normal average conditions due to the Covid-19 pandemic. Accordingly, a 0.5 percent annual growth rate was applied to the May 2016 the weekday morning and the weekday evening peak hours to represent 2020 Baseline traffic volume conditions. The weekday morning and weekday evening peak hour traffic volumes for the study intersections are shown in **Figure 3**. Traffic count data, and MassDOT permanent count station data are provided in the **Appendix.**

2.3 MEASURED TRAVEL SPEEDS

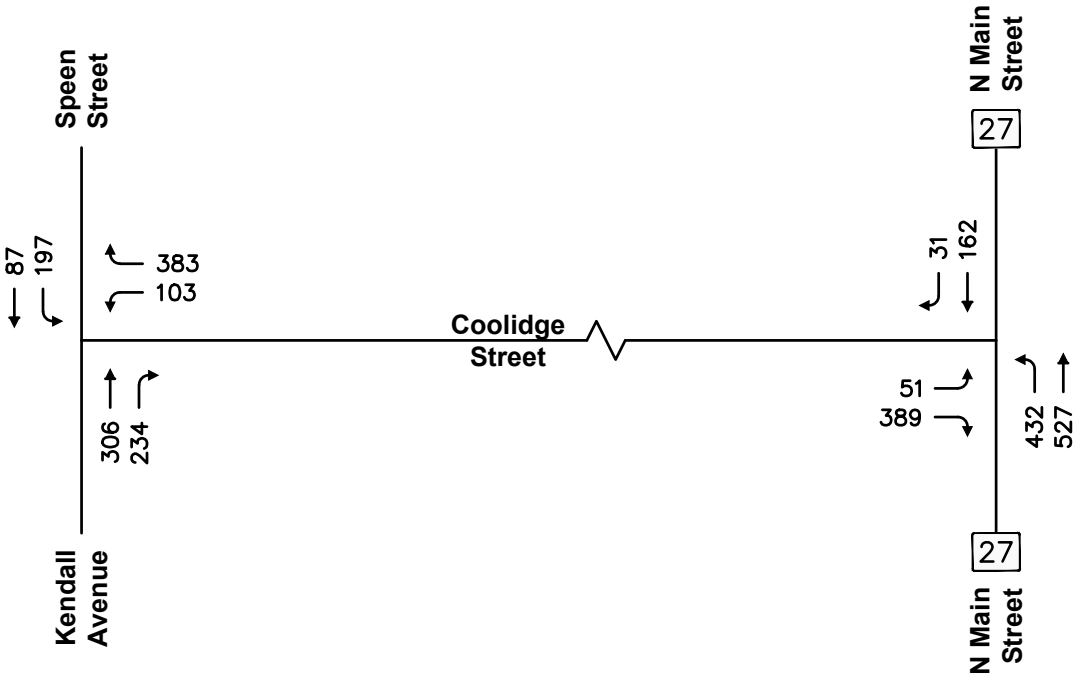
Vehicle speeds were obtained for Coolidge Street adjacent to the Site using a radar recorder device. These measured travel speeds provide a basis for determining sight line requirements at the proposed site driveway(s). **Table 2** presents a summary of the travel speed data collected for Coolidge Street adjacent to the Site. Collected speed data are provided in the **Attachments**.

TABLE 2
SPEED STUDY RESULTS – COOLIDGE STREET

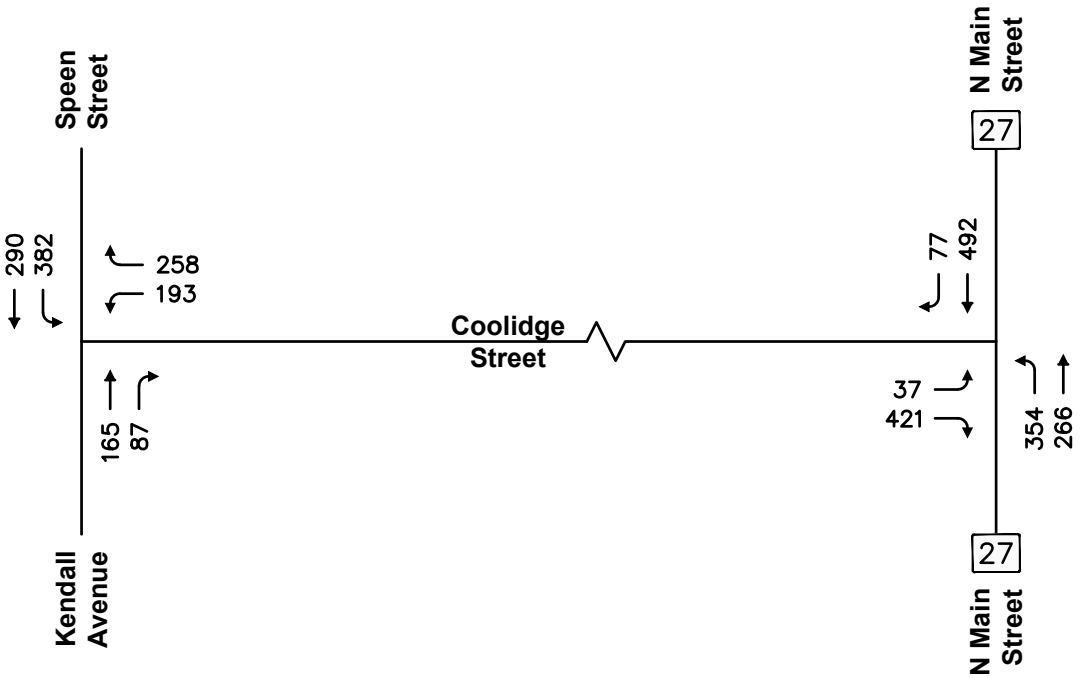
Travel Direction	Speed Limit[1]	Travel Speed	
		Mean[2]	85th Percentile[3]
Eastbound	35	40	44
Westbound	35	40	44

[1] Regulatory (Posted) Speed limit in miles per hour (mph)
[2] Arithmetic mean
[3] The speed at or below which 85 percent of the vehicles are traveling

As summarized in **Table 2**, the 85th percentile travel speed was observed to be 44 mph for the eastbound and westbound travel directions which are approximately 10 mph higher than the posted (regulatory) speed limit of 35 mph on Coolidge Street in the study area. The speed data sets the basis for the sight line review in the subsequent section of this report.



Weekday Morning Peak Hour



North
Scale: Not to Scale

Weekday Evening Peak Hour

Figure 3

MDM TRANSPORTATION CONSULTANTS, INC.
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2020 Baseline Condition
Peak Hour Traffic Volumes

Date: September 2020
Dwg No. 1096 TIAS01.dwg
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2.4 SAFETY

Crash data were obtained from the MassDOT Online Crash Portal for the five-year period 2015 through 2019 to identify crash trends and safety characteristics for study area intersections. In addition, review of the MassDOT high crash cluster mapping was conducted to determine locations listed as eligible for Highway Safety Improvement Program (HSIP) evaluation and funding. Crash data for the study intersections is summarized in **Table 3** with detailed data provided in the **Appendix.**

Crash rates were calculated for the study area intersections as reported in **Table 3**. This rate quantifies the number of crashes per million entering vehicles. MassDOT has determined the official District 3 (which includes the town of Sherborn) crash rate to be 0.61 for unsignalized intersections. This rate represents MassDOT's "average" crash experience for District 3 communities and serves as a basis for comparing reported crash rates for the study intersections. Where calculated crash rates notably exceed the District average, some form of safety countermeasures may be warranted.

TABLE 3
INTERSECTION CRASH SUMMARY – 2015 THROUGH 2019[1]

Data Category	INTERSECTIONS	
	Coolidge Street at Speen Street/Kendall Avenue	**Coolidge Street at North Main Street**
Traffic Control	Unsignalized	Unsignalized
Crash Rate[2]	**0.38**	**0.37**
MHD Dist. 3 Avg[3]	0.61	0.61
Year:		
2015	3	0
2016	1	4
2017	3	4
2018	4	2
2019	0	3
Total	**11**	**13**
Type:		
Angle	1	2
Rear-End	1	9
Head-On	1	0
Sideswipe	1	1
Single Vehicle	7	1
Unknown/Other	0	0
Severity:		
P. Damage Only	8	10
Personal Injury	3	3
Fatality	0	0
Not Reported	0	0
Conditions:		
Dry	5	9
Wet	2	3
Snow	4	0
Unknown	0	1
Time:		
7:00 to 9:00 AM	4	3
4:00 to 6:00 PM	2	2
Rest of Day	5	8

[1]Source: Local Police Records
[2]Crashes per million entering vehicles (MEV)
[3]District 3 Average Crash Rate

As summarized in **Table 3**:

- *Coolidge Street at Speen Street/Kendall Avenue:* Eleven (11) crashes were reported at or near the unsignalized intersection over the five-year study period resulting crash rate of 0.38. The reported crashes included seven (7) single vehicle type collisions, two (2) angle/sideswipe type collisions, one (1) head-on type collisions, and one (1) rear-end type vehicle crash. The majority (73%) resulted in property damage type collisions under wet/snowy (60%) roadway conditions. Sixty percent (60%) of the crashes occurred during the peak travel periods. No fatalities or pedestrian-related incidents were reported during the study period.

- *Coolidge Street at North Main Street.* Thirteen (13) crashes were reported at or near the unsignalized intersection over the five-year study period resulting crash rate of 0.37. The reported crashes included nine (9) rear-end type collisions, three (3) angle/sideswipe type collisions, and one (1) single vehicle crash. The majority (77%) resulted in property damage type collisions under dry (77%) roadway conditions. Thirty-eight percent (38%) of the crashes occurred during the peak travel periods. No fatalities or pedestrian-related incidents were reported during the study period.

In summary, based on extensive review of Local crash data and MassDOT crash data, the study intersections all experienced crash rates at or below the District 3 averages and none of the intersection are listed as HSIP locations; therefore, no immediate safety countermeasures are warranted based on the crash history at the study intersections.

2.5 SIGHT LINE ANALYSIS

The evaluation documents existing sight distances for vehicles exiting the proposed Site driveways onto Coolidge Street with comparison to American Association of State Highway and Transportation Officials' (AASHTO)[2] recommended guidelines for the regulatory (posted) speed limit and observed 85th percentile travel speeds.

The AASHTO standards reference two types of sight distance that are relevant at the proposed primary site driveway intersection with Coolidge Street: stopping sight distance (SSD) and intersection sight distance (ISD). Sight lines for critical vehicle movements at the Coolidge Street and site driveway intersection were compared to minimum SSD and ISD recommended for the posted and observed travel speeds along Coolidge Street.

[2] *A policy on Geometric Design of Highways and Streets*, American Association of State Highway and Transportation Officials (AASHTO), 2018.

Stopping Sight Distance

Sight distance is the length of roadway visible to the motorist to a fixed object. The minimum sight distance available on a roadway should be sufficiently long enough to enable a below-average operator, traveling at or near a regulatory speed limit, to stop safely before reaching a stationary object in its path, in this case, a vehicle exiting from the site driveway onto Coolidge Street or a vehicle on Coolidge Street slowing to turn into the site driveway. The SSD criteria are defined by AASHTO based on design and operating speeds, anticipated driver behavior and vehicle performance, as well as physical roadway conditions. SSD includes the length of roadway traveled during the perception and reaction time of a driver to an object, and the distance traveled during brake application on wet, level pavements. Adjustment factors are applied to account for roadway grades.

SSD was estimated in the field using AASHTO standards for driver's eye (3.5 feet) and object height equivalent to the taillight height of a passenger car (2.0 feet) for the eastbound and westbound Coolidge Street approaches to the proposed primary site driveway. **Table 4** presents a summary of the available SSD for the Coolidge Street segments approaching the proposed site driveway and AASHTO's recommended SSD for the regulatory (posted) speed limit and observed travel speeds.

TABLE 4
STOPPING SIGHT DISTANCE SUMMARY
COOLIDGE STREET APPROACHES TO PRIMARY SITE DRIVEWAY

Approach/ Travel Direction	Available SSD	AASHTO Recommended[1]	
		Regulatory Speed Limit[2]	Observed 85th Percentile Speed[3]
Eastbound	400± Feet	250 Feet	350 Feet
Westbound	>500 Feet	250 Feet	350 Feet

[1] Recommended sight distance based on AASHTO, A Policy on Geometric Design of Highways and Streets. Based on driver height of eye of 3.5 feet to object height of 2.0 feet and adjustments for roadway grade were applicable.
[2] Regulatory Speed Limit is 35 mph EB and WB.
[3] 85th Percentile travel speed is 44 mph EB and WB.

As summarized in **Table 4,** analysis results indicate that the existing available sight lines at the approaches to the Site Driveway exceed AASHTO's recommended SSD criteria for the eastbound and westbound travel directions along Coolidge Street based on the regulatory (posted) speed limit and observed 85th percentile travel speeds.

Intersection Sight Distance

Clear sight lines provide sufficient sight distance for a stopped driver on a minor-road approach to depart from the intersection and enter or cross the major road. As stated under AASHTO's Intersection Sight Distance (ISD) considerations, "*…If the available sight distance for an entering …vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to avoid collisions…To enhance traffic operations, intersection sight distances that exceed stopping sight distances are desirable along the major road.*" AASHTO's ISD criteria are defined into several "cases". In this case, the Proposed Site Driveway approach to the intersection will be under "STOP" control and the ISD in question relates to the ability to turn left or right onto Coolidge Street.

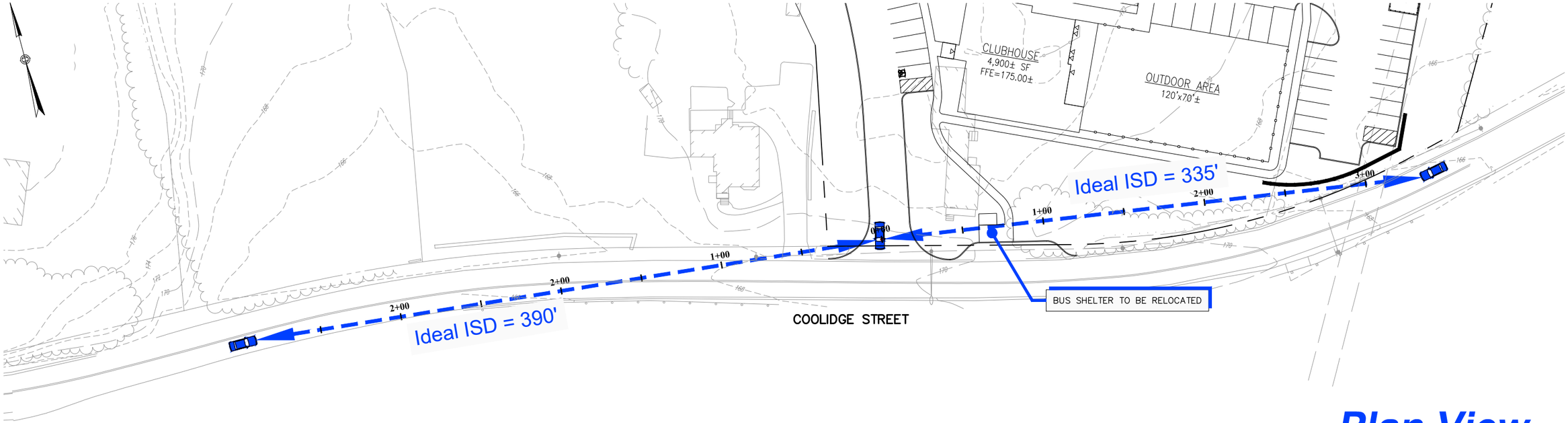
Available ISD was estimated in the field using AASHTO standards for driver's eye (3.5 feet), object height (3.5 feet) and decision point (8 to 14.5 feet from edge of travel way) looking east and west from the proposed driveway onto Coolidge Street. **Table 5** presents a summary of the available ISD for the departures from the proposed site driveway and AASHTO's recommended ISD.

TABLE 5
INTERSECTION SIGHT DISTANCE SUMMARY
PRIMARY SITE DRIVEWAY DEPARTURE TO COOLIDGE STREET

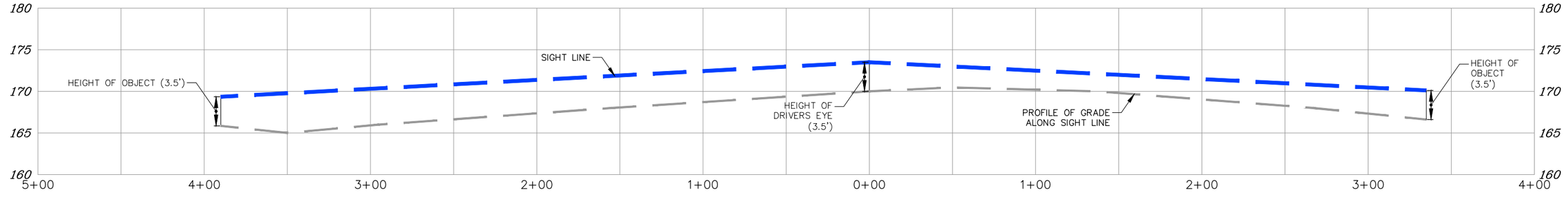
Approach/ Travel Direction	Available ISD	AASHTO Minimum[1] Regulatory Speed Limit[2]	AASHTO Ideal[1] Regulatory Speed Limit[2]
Looking East	400± Feet	250 Feet	335 Feet
Looking West	>500 Feet	250 Feet	390 Feet

[1]Recommended sight distance based on AASHTO, A Policy on Geometric Design of Highways and Streets. Based on driver height of eye of 3.5 feet and an object height of 3.5 feet. Minimum value as noted represents SSD per AASHTO guidance. Adjustments for driveway grade have been made as needed.
[2]Regulatory (posted) speed limit is 35 mph.

The results of the ISD analysis presented in **Table 5** and presented in **Figure 4** indicate that the with selective clearing and grading as part of the installation of the Site driveway the available sight lines will satisfy the recommended sight line requirements from AASHTO. MDM recommends that any new plantings (shrubs, bushes) or physical landscape features to be located within driveway sight lines should also be maintained at a height of 2 feet or less above the adjacent existing roadway grade to ensure unobstructed lines of sight. Accordingly, the location of the proposed bus shelter near the northern driveway should be relocated outside the sight line triangle.



Plan View



Profile View

Site Plan Source: Civil Design Group, LLC

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers
28 Lord Road, Suite 280
Marlborough, MA 01752

Scale: As Noted
DWG No. 1096 Fig 2-Autoturn-Sight Dist (10-12-2020).dwg

Date: October 2020
Project No. 1096

Proposed Development
Sherborn, Massachusetts

GRAPHIC SCALE
HORIZ. SCALE IN FEET
0 15 30 60 90
0 3 6 12 24
VERT. SCALE IN FEET

Figure 4
Intersection Sight Distance Analysis
The Villages at Sherborn - North Driveway

3.0 FUTURE CONDITIONS

Evaluation of the proposed development impacts requires the establishment of a future baseline analysis condition. This section estimates future roadway and traffic conditions with and without the proposed development. To be consistent with EEA/MassDOT guidelines, a seven-year planning horizon was selected.

To determine the impact of Site-generated traffic volumes on the roadway network under future conditions, baseline traffic volumes in the study area were projected to a future year condition. Traffic volumes on the roadway network at that time, in the absence of the development (that is, the No-Build condition), would include existing traffic, new traffic due to general background traffic growth, and traffic related to specific development by others that is currently under review at the local and/or state level. Consideration of these factors resulted in the development of No-Build traffic volumes. Anticipated Site-generated traffic volumes were then superimposed upon these No-Build traffic-flow networks to develop future Build conditions.

The following sections provide an overview of future No-Build traffic volumes, and projected Build traffic volumes.

3.1 BACKGROUND TRAFFIC GROWTH

Background traffic includes demand generated by other planned developments in the area as well as demand increases caused by external factors. External factors are general increases in traffic not attributable to a specific development and are determined using historical data.

3.1.1 Historical Area Growth

Nearby permanent count station data published by MassDOT indicates a 0.5 percent per year growth rate. For purposes of this evaluation, a 0.5 percent compounded annual growth rate was used (3.6 percent increase over a 7-year horizon). This growth rate is consistent with historic rates and is also expected to account for any small fluctuation in hourly traffic as may occur from time to time in the study area and traffic associated with other potential small developments or vacancies in the area. MassDOT permanent count station data and background growth calculations are provided in the **Appendix.**

3.1.2 Background Development-Related Growth

Development of future No-Build traffic volumes considers traffic generated through the study area from other specific area developments. A review of the areas projects and the MEPA project database indicates that there is one development project in the area that may increase baseline traffic at the study intersections that is described below:

- *Meadowbrook Commons (104 Coolidge Street).* A 67 Unit age-restricted residential development is permitted at 104 Coolidge Street in Sherborn. Access/egress for the development will be provided via a single full access driveway along Coolidge Street. Trip associated with this development will be added based on industry standard rates for Land Use Code (LUC) 252 – Senior Adult Housing - Attached applied to 67 Units and distribution patterns-based Journey to Work Census Data. Trip tracings for the vacancy are provided in the **Appendix**.

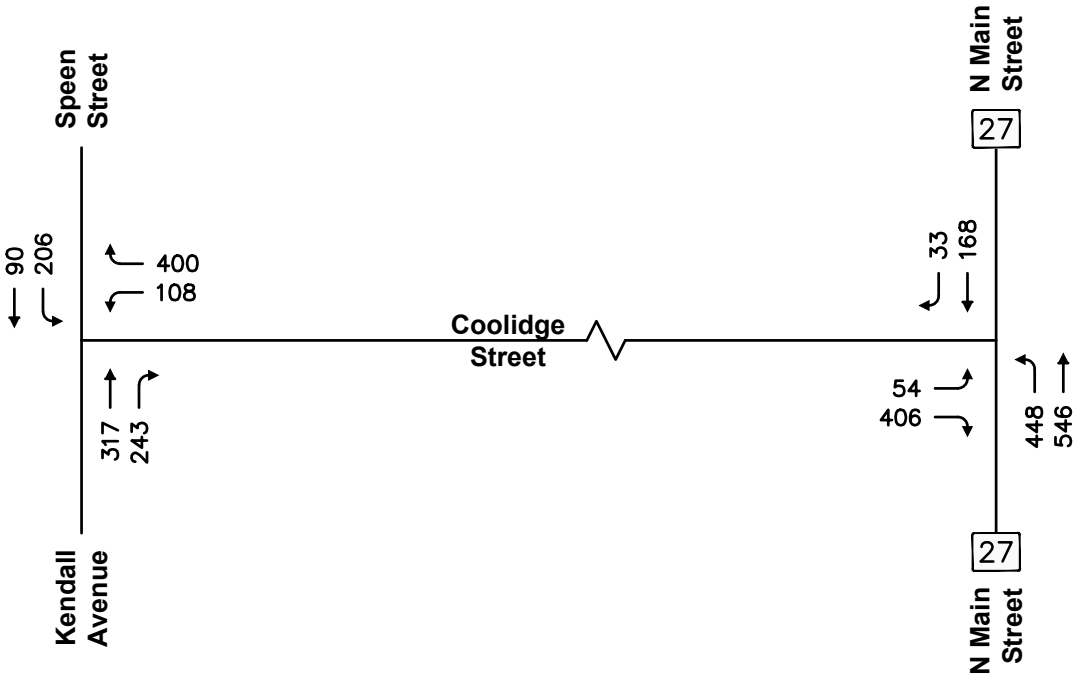
3.2 NO-BUILD TRAFFIC VOLUMES

To account for future traffic growth along the corridor, the 0.5 percent annual growth rate was applied to Baseline traffic volumes over a seven-year period as well as traffic associated with Meadowbrook Commons site-specific project. Future 2027 No-Build traffic volumes are displayed in **Figure 5**.

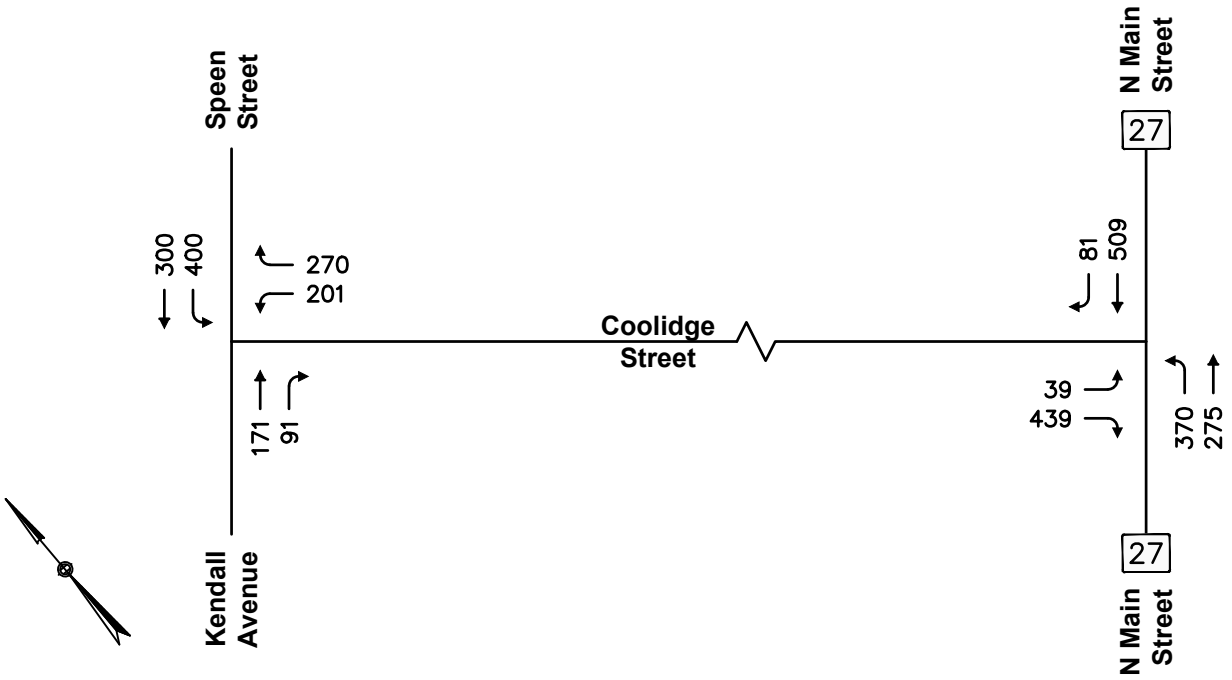
3.3 SITE-GENERATED TRAFFIC – ITE BASIS

Future Build condition traffic volumes were developed by estimating the number of peak-hour trips expected to be generated by the proposed development and distributing this additional traffic onto the local roadway network. These future development-related trips were added to future No-Build traffic volumes to evaluate future traffic operations with the proposed residential development in place. The methodology utilized to estimate the future trip-generation characteristics of the proposed development are summarized below.

In accordance with EEA/MassDOT guidelines, the traffic generated by the proposed development was estimated using trip rates published in ITE's *Trip Generation* for the Land Use Code (LUC) based on trip rates for Multifamily Housing – Mid-Rise (LUC 221). **Table 6** presents the trip-generation estimates for the proposed development based on ITE methodology with appropriate adjustments to reflect net new trip activity. Detailed trip generation calculations are provided in the **Appendix**.



Weekday Morning Peak Hour



Scale: Not to Scale

Weekday Evening Peak Hour

Figure 5

MDM TRANSPORTATION CONSULTANTS, INC.
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2027 No-Build Condition
Peak Hour Traffic Volumes

Date: September 2020
Dwg No. 1096 TIAS01.dwg
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TABLE 6
TRIP-GENERATION SUMMARY

Peak Hour/Direction	Apartments (120 Units)[1]
Weekday Morning Peak Hour:	
Entering	11
Exiting	32
Total	43
Weekday Evening Peak Hour:	
Entering	32
Exiting	21
Total	53
Daily (24 Hours):	652

Source: ITE *Trip Generation*, Tenth Edition; 2017.
[1]ITE LUC 221 – Multifamily Housing (Mid-Rise) applied to 120± Units.

As summarized in **Table 6**, based on industry-standard trip rates for the proposed development is estimated to generate approximately 43 new trips during the weekday morning peak hour (11 entering and 32 exiting), 53 net new trips during the weekday evening peak hour (32 entering and 21 exiting), and approximately 652 daily trips on a weekday.

3.4 TRIP DISTRIBUTION AND ASSIGNMENT

The directional distribution of development-generated trips on the roadway network is a function of a number of variables including local area populations and the efficiency of the roadways leading to the Site. Journey to work census data served as the primary basis for determining the trip distribution pattern for the proposed development. Trip distribution calculations are provided in the **Appendix.**

Development-related trips for the proposed Site are assigned to the roadway network using the ITE trip-generation estimates shown in **Table 6** and the distribution patterns for the Site. Development-related trip tracings at each intersection approach for the weekday morning and weekday evening peak hours are quantified in **Figure 6.**

3.5 BUILD TRAFFIC VOLUMES

Future Build condition traffic volumes were arrived at by adding development-specific traffic volumes to the 2027 No-Build conditions. The resulting 2027 Build condition traffic-volume networks for the weekday morning and weekday evening peak hours are displayed in **Figure 7**.

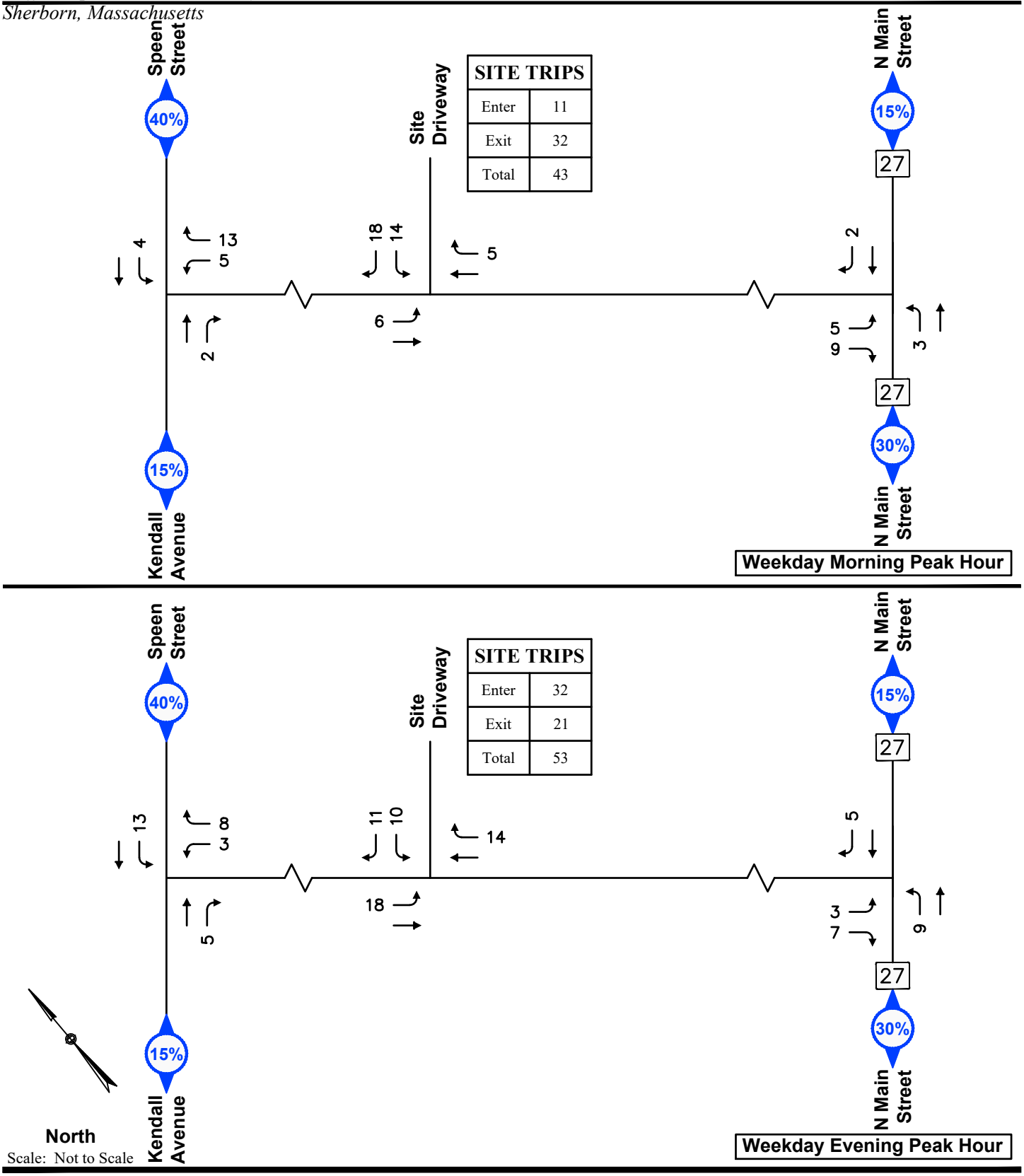
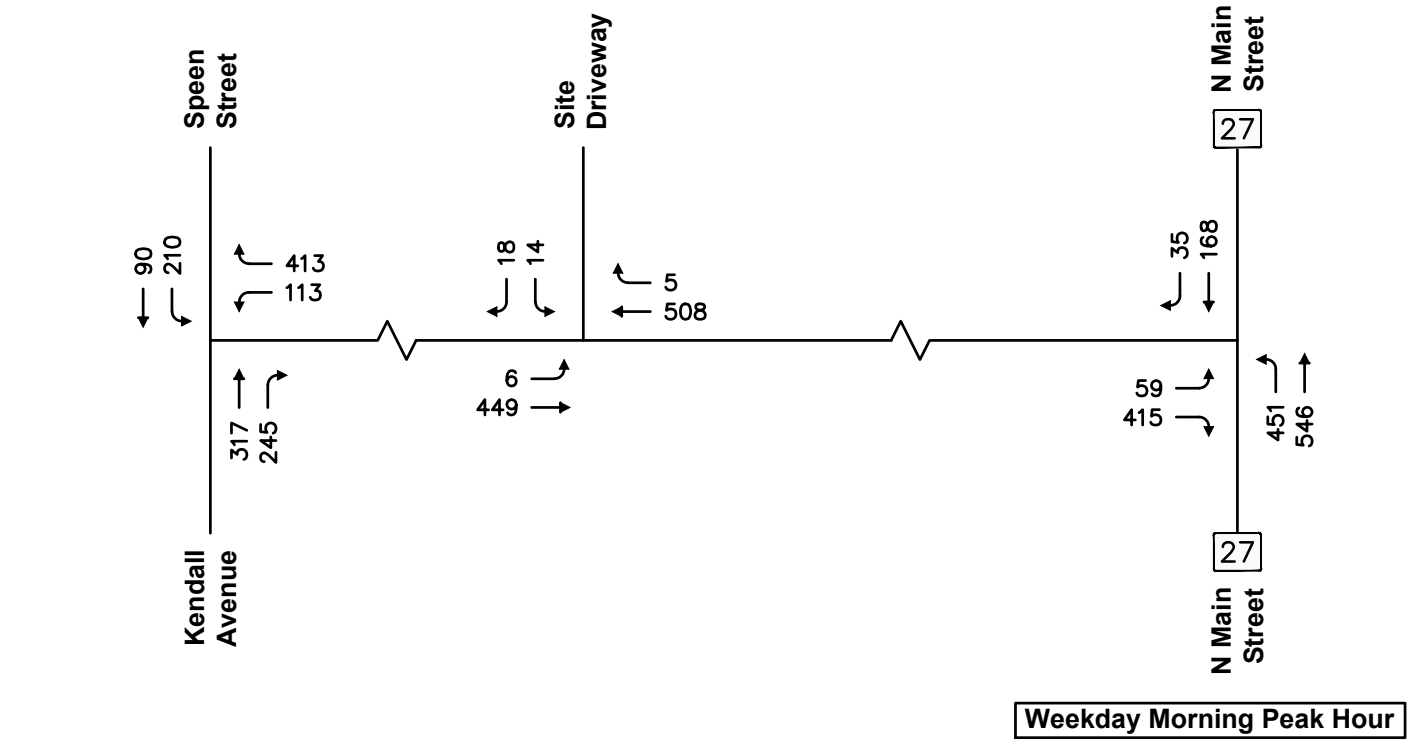


Figure 6

MDM TRANSPORTATION CONSULTANTS, INC.
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Site Generated Trips
Peak Hour Traffic Volumes

Date: September 2020
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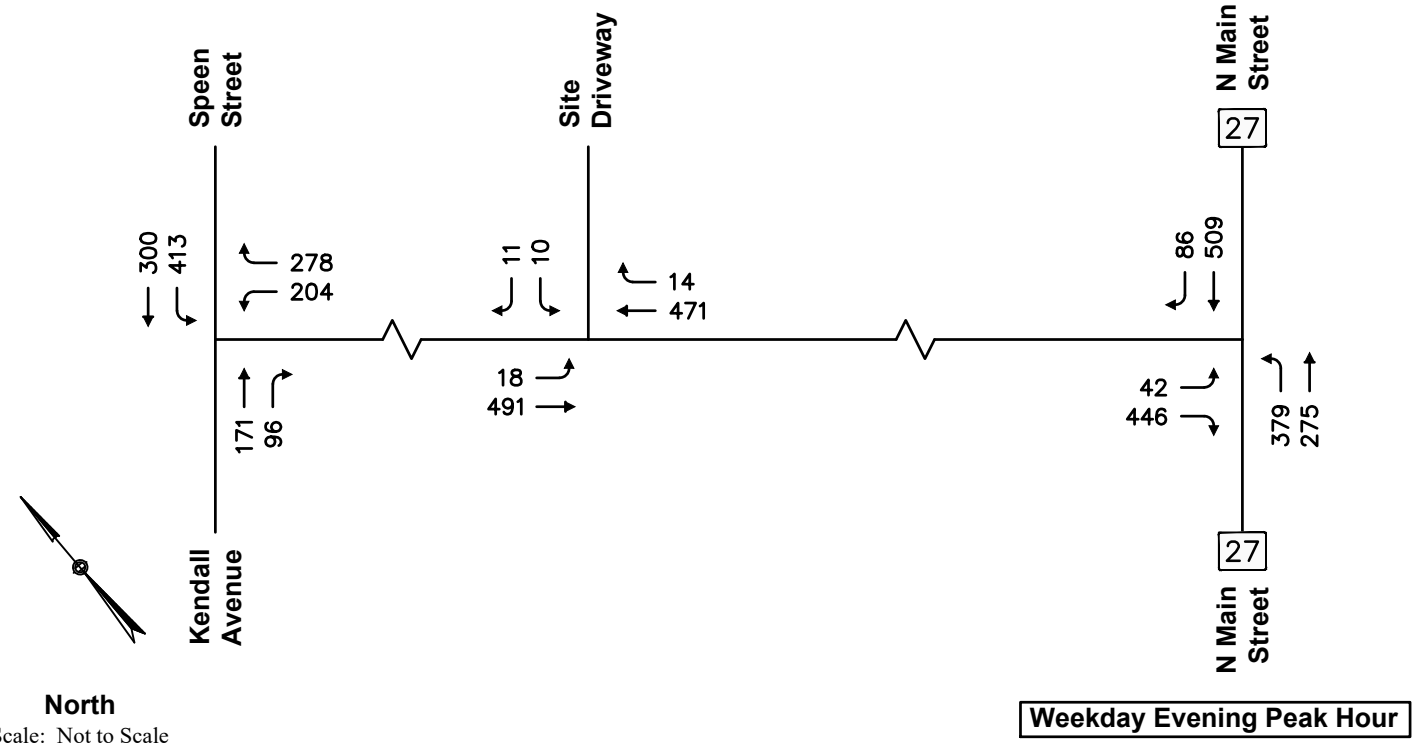


Figure 7

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

2027 Build Condition
Peak Hour Traffic Volumes

Date: September 2020
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4.0 TRAFFIC OPERATIONS ANALYSIS

Intersection capacity analyses for the primary study intersections are presented in this section for the Baseline, No-Build, and Build traffic-volume conditions. Capacity analyses, conducted in accordance with EEA/MassDOT guidelines, provide an index of how well the roadway facilities serve the traffic demands placed upon them. The operational results provide the basis for recommended access and roadway improvements in the following section.

4.1 CAPACITY ANALYSIS PROCEDURES

Capacity analysis of intersections is developed using the Synchro® computer software, which implements the methods of the Highway Capacity Manual 6th Edition (HCM). The resulting analysis presents a level-of-service (LOS) designation for individual intersection movements. The LOS is a letter designation that provides a qualitative measure of operating conditions based on several factors including roadway geometry, speeds, ambient traffic volumes, traffic controls, and driver characteristics. Since the LOS of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of LOS, depending on the time of day, day of week, or period of year. A range of six levels of service are defined on the basis of average delay, ranging from LOS A (the least delay) to LOS F (delays greater than 50 seconds for unsignalized movements). The specific control delays and associated LOS designations are presented in the **Appendix.**

4.2 INTERSECTION CAPACITY ANALYSIS RESULTS

Capacity analysis results for the weekday morning and weekday evening peak hours for the study intersections are described below, with detailed analysis results presented in the **Appendix**.

4.2.1 Level of Service Analysis

The capacity analysis results for the intersections in the study area are summarized in **Table 7** and **Table 8** for the weekday morning and weekday evening peak hours, respectively.

TABLE 7
INTERSECTION CAPACITY ANALYSIS RESULTS
WEEKDAY MORNING PEAK HOUR

		2020 Baseline			2027 No-Build			2027 Build		
Period	Approach	v/c[1]	Delay[2]	LOS[3]	v/c	Delay	LOS	v/c	Delay	LOS
Coolidge Street at	Northbound	0.00	<5	A	0.00	<5	A	0.00	<5	A
Speen Street/	Southbound	0.22	7	A	0.23	7	A	0.34	7	A
Kendall Avenue	WB Left[5]	0.17	12	B	0.18	12	B	0.19	12	B
	WB Right[5]	0.26	8	A	0.27	8	A	0.28	8	A
Coolidge Street at	Northbound	0.33	<5	A	0.34	<5	A	0.35	<5	A
North Main Street	Southbound	0.00	<5	A	0.00	<5	A	0.00	<5	A
(Route 27)	EB Left	0.90	>50	F	>1.0	>50	F	>1.0	>50	F
	EB Right	0.47	13	B	0.50	13	B	0.51	14	A
Coolidge Street at	SB Exit	n/a[4]	n/a	n/a	n/a	n/a	n/a	0.10	16	C
Site Driveway	Eastbound	n/a	n/a	n/a	n/a	n/a	n/a	0.01	<5	A
	Westbound	n/a	n/a	n/a	n/a	n/a	n/a	0.00	<5	A

[1]Volume-to-capacity ratio
[2]Average control delay per vehicle (in seconds)
[3]Level of service
[4]n/a = not applicable
[5]Calibrated Baseline Analysis based on delay study conducted for the weekday evening peak hour.

TABLE 8
INTERSECTION CAPACITY ANALYSIS RESULTS
WEEKDAY EVENING PEAK HOUR

		2020 Baseline			2027 No-Build			2027 Build		
Period	Approach	v/c[1]	Delay[2]	LOS[3]	v/c	Delay	LOS	v/c	Delay	LOS
Coolidge Street at	Northbound	0.00	<5	A	0.00	<5	A	0.00	<5	A
Speen Street/	Southbound	0.30	5	A	0.32	5	A	0.33	5	A
Kendall Avenue	WB Left[5]	0.42	18	C	0.46	20	C	0.49	21	C
	WB Right[5]	0.16	8	A	0.17	8	A	0.33	8	A
Coolidge Street at	Northbound	0.37	6	A	0.39	6	A	0.40	7	A
North Main Street	Southbound	0.00	<5	A	0.00	<5	A	0.00	<5	A
(Route 27)	EB Left	0.54	>50	F	0.65	>50	F	0.75	>50	F
	EB Right	0.80	33	D	0.86	41	E	0.88	43	E
Coolidge Street at	SB Exit	n/a[4]	n/a	n/a	n/a	n/a	n/a	0.07	17	C
Site Driveway	Eastbound	n/a	n/a	n/a	n/a	n/a	n/a	0.02	<5	A
	Westbound	n/a	n/a	n/a	n/a	n/a	n/a	0.00	<5	A

[1]Volume-to-capacity ratio
[2]Average control delay per vehicle (in seconds)
[3]Level of service
[4]n/a = not applicable
[5]Calibrated Baseline Analysis based on delay study conducted for the weekday evening peak hour.

As summarized in **Table 7** and **Table 8**:

- *Coolidge Street at Speen Street/Kendall Avenue.* Under future No-Build conditions, left turn movements from Coolidge Street onto Kendall Avenue have been calculated to operate at LOS C or better with right turns operating with minimal delay (LOS A). The project will have a nominal impact on operations this intersection under Build condition. Mainline movement along Kendall Avenue and Speen Street will continue to operate unimpeded at LOS A during the weekday morning and evening peak hours.

- *Coolidge Street at North Main Street (Route 27).* Under future No-Build conditions, the Coolidge Street approach to Route 27 has been calculated to operate with long delays (LOS F); specifically, for left turn movements onto North Main Street during the weekday morning and weekday evening peak hours. The project will have a nominal impact on operations this intersection under Build conditions and will result in five (5) additional left turns or less (1 vehicle every 12 minutes or less) onto North Main Street during the peak hours compared to No-Build conditions. Field observations indicate that the delay for the Coolidge Street approach onto Route 27 is somewhat overstated. Mainline movement along North Main Street will continue to operate unimpeded at LOS A during the weekday morning and evening peak hours.

- *Coolidge Street at Site Driveway.* Under Build conditions, the proposed Site Driveway approach to Coolidge Street will operate below capacity at LOS C or better during the peak hours. Mainline movement along Coolidge Street will continue to operate unimpeded at LOS A during the weekday morning and evening peak hours.

In summary, the proposed development is not expected to materially impact study area intersections and will not result in any material changes in traffic operations in the study area between future No-Build and Build conditions. Relative traffic increases for the proposed project represents an inconsequential change in area roadway volumes - a level of change that falls well within normal day-to-day fluctuations in traffic entering and exiting the study intersections and is immaterial to traffic operations along Coolidge Street. Accordingly, no roadway improvements are warranted to accommodate the project. Proposed access access/egress improvements and pedestrian and bicycle accommodations as outlined in the *Conclusions and Recommendations* section of this report will adequately mitigate the project impacts.

5.0 RECOMMENDATIONS AND CONCLUSIONS

5.1 RECOMMENDATIONS

MDM finds Coolidge Street and roadways within the site vicinity can accommodate modest traffic increases of the project. Relative traffic increases for the proposed project represents an inconsequential change in area roadway volumes - a level of change that falls well within normal day-to-day fluctuations in traffic entering and exiting the study intersections and is immaterial to traffic operations along Coolidge Street. However, several mitigation actions are identified to support the project to ensure that site access meets applicable safety criteria, to enhance neighborhood walking/bicycling and to reduce dependency on single-occupant auto use. These include (a) access-related improvements and (b) pedestrian and bicycle accommodations are summarized below.

Access/Egress Improvements

- *Driveway Design*. The final driveway width and curb radii between the proposed Site Driveway and Coolidge Street should be designed to accommodate the Town's largest fire apparatus (ladder truck) and single unit delivery vehicles. Signs and pavement markings that are compliant with the Manual on Uniform Traffic Control Devices (MUTCD) should be installed on the approach to Coolidge Street including a STOP sign (R1-1) and STOP line pavement markings. Centerline pavement markings along the access roadway should be installed to provide positive driver guidance entering and exiting the property.

- *Sight Line Triangles.* With selective clearing and grading as part of the installation of the Site driveway the available sight lines will satisfy the recommended sight line requirements from AASHTO. Plantings (shrubs, bushes) and structures (walls, fences, etc.) shall be maintained at a height of 2 feet or less within the sight lines in vicinity of the Site Driveway intersections with Coolidge Street and at all internal intersections to provide unobstructed sight lines. Accordingly, the location of the proposed bus shelter near the northern driveway should be relocated outside the sight line triangle.

Pedestrian and Bicycle Accommodations

- *Pedestrian Connections*. The Site Plan incorporates sidewalks that connect the proposed building to the on-site surface parking areas.

- *Bicycle Amenities*. The Proponent will provide bicycle accommodations within the property including bike racks near the buildings entranceways to encourage and facilitate this mode of transportation to/from the Site.

5.2 CONCLUSIONS

In summary, the proposed residential development will be accommodated well within capacity of Coolidge Street with no discernable impact to traffic flow and at operating levels that are considered acceptable for suburban locations. The assessment indicates traffic increases for the proposed project represents a nominal increase in area roadway volumes. Accordingly, no roadway improvements are warranted to accommodate the project. Proposed access access/egress improvements and pedestrian and bicycle accommodations as outlined in the *Conclusions and Recommendations* section of this report will adequately mitigate the project impacts.

APPENDIX

- Traffic Volume Data
- Speed Data
- Crash Data
- Sight Distance Calculations
- Seasonal/Yearly Growth Data
- Background Projects
- Trip Generation
- Trip Distribution
- Capacity Analysis
- AutoTURN® Analysis

□ Traffic Volume Data

2020 Count Data

E/W: Coolidge Street
Near Site Driveway
Sherborn, MA

28 Lord Road, Suite 280
Marlborough, MA 01752

Site Code: 1095

Start Time	01-Sep-20 Tue	Westbound Morning	Westbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Eastbound Morning	Eastbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		4	74			11	88				
12:15		1	93			3	87				
12:30		2	75			2	83				
12:45		3	65	10	307	1	79	17	337	27	644
01:00		0	87			1	83				
01:15		2	78			1	72				
01:30		1	73			1	82				
01:45		2	90	5	328	1	84	4	321	9	649
02:00		1	81			1	78				
02:15		0	78			0	98				
02:30		1	84			2	108				
02:45		1	92	3	335	1	76	4	360	7	695
03:00		4	100			0	101				
03:15		0	88			2	71				
03:30		1	85			0	91				
03:45		4	89	9	362	1	111	3	374	12	736
04:00		2	92			1	90				
04:15		3	78			0	82				
04:30		2	84			4	98				
04:45		7	97	14	351	2	108	7	378	21	729
05:00		9	95			4	104				
05:15		14	82			7	102				
05:30		30	96			9	89				
05:45		37	87	90	360	11	106	31	401	121	761
06:00		32	72			14	94				
06:15		41	58			24	62				
06:30		56	61			55	83				
06:45		52	47	181	238	67	65	160	304	341	542
07:00		56	49			53	57				
07:15		57	39			78	73				
07:30		95	46			84	60				
07:45		90	35	298	169	76	52	291	242	589	411
08:00		58	34			68	55				
08:15		67	25			63	40				
08:30		95	21			64	28				
08:45		82	18	302	98	70	19	265	142	567	240
09:00		76	11			77	21				
09:15		64	20			44	18				
09:30		48	15			48	14				
09:45		75	12	263	58	53	12	222	65	485	123
10:00		56	16			53	17				
10:15		76	15			55	13				
10:30		77	7			53	18				
10:45		72	4	281	42	62	8	223	56	504	98
11:00		70	11			69	8				
11:15		93	4			69	4				
11:30		70	4			91	7				
11:45		102	3	335	22	64	4	293	23	628	45
Total		1791	2670			1520	3003			3311	5673
Percent		40.1%	59.9%			33.6%	66.4%			36.9%	63.1%
Total		1791	2670			1520	3003			3311	5673
Percent		40.1%	59.9%			33.6%	66.4%			36.9%	63.1%
Combined Total		4461				4523				8984	

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28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main Street
E/W: Coolidge Street
Sherborn, MA

File Name : 1096 N Main at Coolidge 09-01-2020
Site Code : 1095
Start Date : 9/1/2020
Page No : 1

Groups Printed- Lights - Mediums - Articulated Trucks

	N Main Street From North				N Main Street From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
07:00 AM	1	18	0	19	62	56	0	118	54	5	0	59	196
07:15 AM	2	28	0	30	42	50	0	92	65	4	0	69	191
07:30 AM	3	31	0	34	96	94	0	190	75	5	0	80	304
07:45 AM	6	23	0	29	68	86	0	154	75	2	0	77	260
Total	12	100	0	112	268	286	0	554	269	16	0	285	951
08:00 AM	4	38	0	42	60	54	0	114	74	7	0	81	237
08:15 AM	6	27	0	33	67	66	0	133	58	5	0	63	229
08:30 AM	8	36	0	44	59	80	0	139	60	4	0	64	247
08:45 AM	2	26	0	28	65	84	0	149	66	9	0	75	252
Total	20	127	0	147	251	284	0	535	258	25	0	283	965
04:00 PM	9	82	0	91	39	84	0	123	82	5	0	87	301
04:15 PM	10	65	0	75	40	76	0	116	78	4	0	82	273
04:30 PM	6	73	0	79	52	89	0	141	86	4	0	90	310
04:45 PM	9	69	0	78	49	86	0	135	87	11	0	98	311
Total	34	289	0	323	180	335	0	515	333	24	0	357	1195
05:00 PM	12	88	0	100	38	86	0	124	103	5	0	108	332
05:15 PM	6	83	0	89	40	79	0	119	95	9	0	104	312
05:30 PM	9	73	0	82	48	90	0	138	77	7	0	84	304
05:45 PM	6	69	0	75	46	83	0	129	96	10	0	106	310
Total	33	313	0	346	172	338	0	510	371	31	0	402	1258
Grand Total	99	829	0	928	871	1243	0	2114	1231	96	0	1327	4369
Apprch %	10.7	89.3	0		41.2	58.8	0		92.8	7.2	0		
Total %	2.3	19	0	21.2	19.9	28.5	0	48.4	28.2	2.2	0	30.4	
Lights	96	794	0	890	825	1210	0	2035	1196	94	0	1290	4215
% Lights	97	95.8	0	95.9	94.7	97.3	0	96.3	97.2	97.9	0	97.2	96.5
Mediums	2	32	0	34	41	24	0	65	30	2	0	32	131
% Mediums	2	3.9	0	3.7	4.7	1.9	0	3.1	2.4	2.1	0	2.4	3
Articulated Trucks	1	3	0	4	5	9	0	14	5	0	0	5	23
% Articulated Trucks	1	0.4	0	0.4	0.6	0.7	0	0.7	0.4	0	0	0.4	0.5

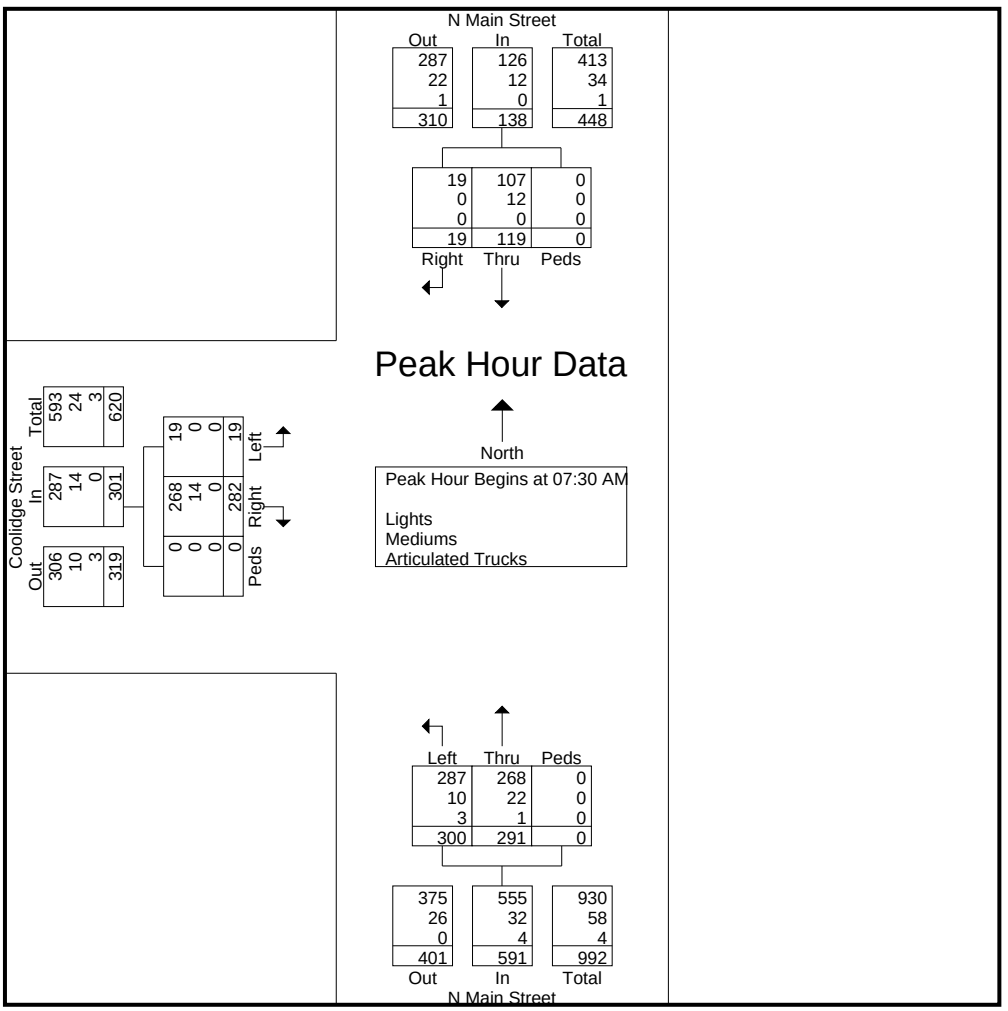
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Planners & Engineers

28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main Street
E/W: Coolidge Street
Sherborn, MA

File Name : 1096 N Main at Coolidge 09-01-2020
Site Code : 1095
Start Date : 9/1/2020
Page No : 2

	N Main Street From North				N Main Street From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:30 AM													
07:30 AM	3	31	0	34	**96**	**94**	0	**190**	**75**	5	0	80	**304**
07:45 AM	**6**	23	0	29	68	86	0	154	75	2	0	77	260
08:00 AM	4	**38**	0	**42**	60	54	0	114	74	**7**	0	**81**	237
08:15 AM	6	27	0	33	67	66	0	133	58	5	0	63	229
Total Volume	19	119	0	138	291	300	0	591	282	19	0	301	1030
% App. Total	13.8	86.2	0		49.2	50.8	0		93.7	6.3	0		
PHF	.792	.783	.000	.821	.758	.798	.000	.778	.940	.679	.000	.929	.847
Lights	19	107	0	126	268	287	0	555	268	19	0	287	968
% Lights	100	89.9	0	91.3	92.1	95.7	0	93.9	95.0	100	0	95.3	94.0
Mediums	0	12	0	12	22	10	0	32	14	0	0	14	58
% Mediums	0	10.1	0	8.7	7.6	3.3	0	5.4	5.0	0	0	4.7	5.6
Articulated Trucks	0	0	0	0	1	3	0	4	0	0	0	0	4
% Articulated Trucks	0	0	0	0	0.3	1.0	0	0.7	0	0	0	0	0.4



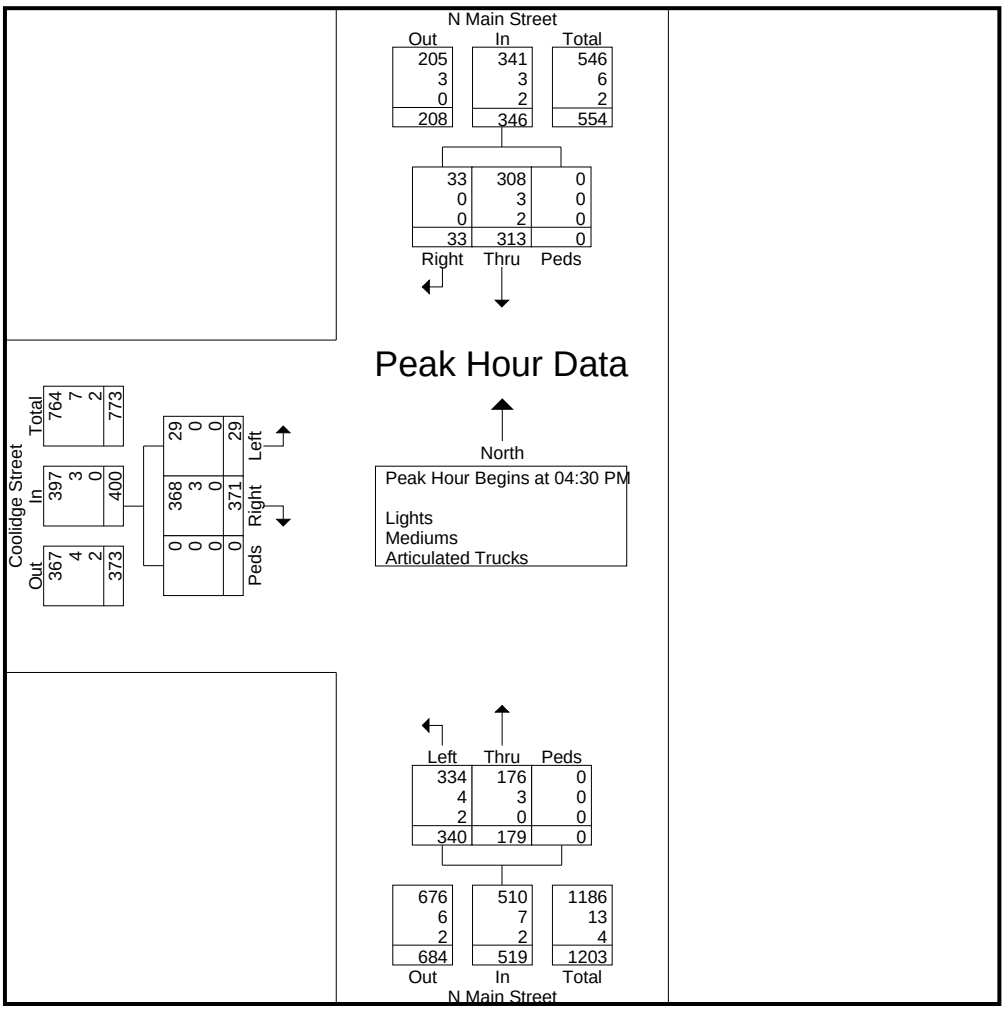
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28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main Street
E/W: Coolidge Street
Sherborn, MA

File Name : 1096 N Main at Coolidge 09-01-2020
Site Code : 1095
Start Date : 9/1/2020
Page No : 3

	N Main Street From North				N Main Street From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:30 PM													
04:30 PM	6	73	0	79	**52**	**89**	0	**141**	86	4	0	90	310
04:45 PM	9	69	0	78	49	86	0	135	87	**11**	0	98	311
05:00 PM	**12**	**88**	0	**100**	38	86	0	124	**103**	5	0	**108**	**332**
05:15 PM	6	83	0	89	40	79	0	119	95	9	0	104	312
Total Volume	33	313	0	346	179	340	0	519	371	29	0	400	1265
% App. Total	9.5	90.5	0		34.5	65.5	0		92.8	7.2	0		
PHF	.688	.889	.000	.865	.861	.955	.000	.920	.900	.659	.000	.926	.953
Lights	33	308	0	341	176	334	0	510	368	29	0	397	1248
% Lights	100	98.4	0	98.6	98.3	98.2	0	98.3	99.2	100	0	99.3	98.7
Mediums	0	3	0	3	3	4	0	7	3	0	0	3	13
% Mediums	0	1.0	0	0.9	1.7	1.2	0	1.3	0.8	0	0	0.8	1.0
Articulated Trucks	0	2	0	2	0	2	0	2	0	0	0	0	4
% Articulated Trucks	0	0.6	0	0.6	0	0.6	0	0.4	0	0	0	0	0.3



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28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street
E/W: Coolidge Street/Kendall Street
Sherborn, MA

File Name : 1096 Speen at Coolidge 09-01-2020
Site Code : 1095
Start Date : 9/1/2020
Page No : 1

Groups Printed- Lights - Mediums - Articulated Trucks

	Speen Street From North				Coolidge Street From East				Kendall Avenue From West				
Start Time	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Int. Total
07:00 AM	8	38	0	46	45	10	0	55	22	48	0	70	171
07:15 AM	14	45	0	59	53	14	0	67	33	46	0	79	205
07:30 AM	11	41	0	52	73	11	0	84	41	51	0	92	228
07:45 AM	20	45	0	65	79	11	0	90	36	53	0	89	244
Total	53	169	0	222	250	46	0	296	132	198	0	330	848
08:00 AM	17	46	0	63	52	10	0	62	25	41	0	66	191
08:15 AM	15	39	0	54	49	12	0	61	16	46	0	62	177
08:30 AM	11	49	0	60	82	13	0	95	17	31	0	48	203
08:45 AM	18	56	0	74	79	14	0	93	30	31	0	61	228
Total	61	190	0	251	262	49	0	311	88	149	0	237	799
04:00 PM	50	81	0	131	65	21	0	86	16	28	0	44	261
04:15 PM	46	65	0	111	63	22	0	85	13	27	0	40	236
04:30 PM	44	82	0	126	52	29	0	81	19	28	0	47	254
04:45 PM	33	91	0	124	55	35	0	90	18	29	0	47	261
Total	173	319	0	492	235	107	0	342	66	112	0	178	1012
05:00 PM	55	80	0	135	67	32	0	99	17	19	0	36	270
05:15 PM	44	81	0	125	50	31	0	81	16	31	0	47	253
05:30 PM	47	74	0	121	53	46	0	99	14	23	0	37	257
05:45 PM	42	91	0	133	55	28	0	83	12	26	0	38	254
Total	188	326	0	514	225	137	0	362	59	99	0	158	1034
Grand Total	475	1004	0	1479	972	339	0	1311	345	558	0	903	3693
Apprch %	32.1	67.9	0		74.1	25.9	0		38.2	61.8	0		
Total %	12.9	27.2	0	40	26.3	9.2	0	35.5	9.3	15.1	0	24.5	
Lights	441	966	0	1407	948	320	0	1268	334	513	0	847	3522
% Lights	92.8	96.2	0	95.1	97.5	94.4	0	96.7	96.8	91.9	0	93.8	95.4
Mediums	26	37	0	63	21	16	0	37	10	36	0	46	146
% Mediums	5.5	3.7	0	4.3	2.2	4.7	0	2.8	2.9	6.5	0	5.1	4
Articulated Trucks	8	1	0	9	3	3	0	6	1	9	0	10	25
% Articulated Trucks	1.7	0.1	0	0.6	0.3	0.9	0	0.5	0.3	1.6	0	1.1	0.7

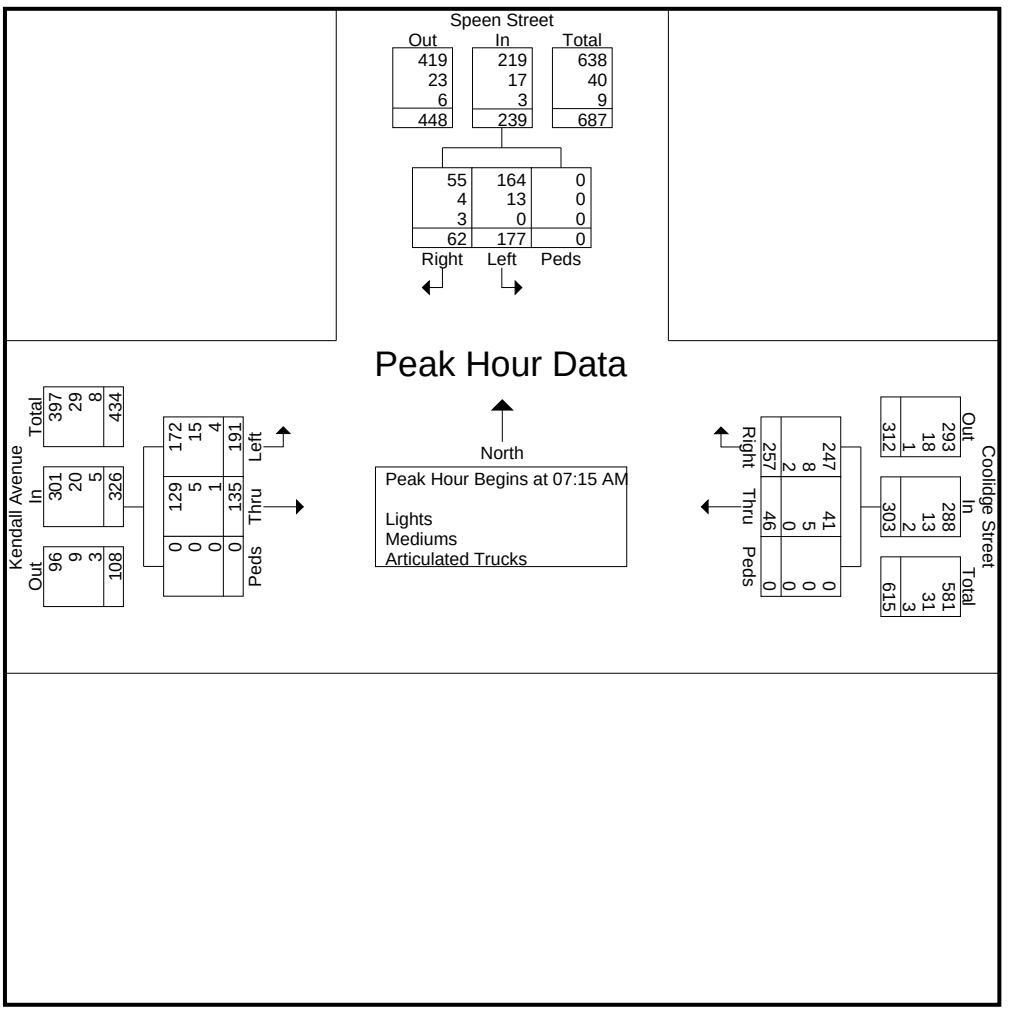
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Planners & Engineers

28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street
E/W: Coolidge Street/Kendall Street
Sherborn, MA

File Name : 1096 Speen at Coolidge 09-01-2020
Site Code : 1095
Start Date : 9/1/2020

	Speen Street From North				Coolidge Street From East				Kendall Avenue From West				
Start Time	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:15 AM													
07:15 AM	14	45	0	59	53	**14**	0	67	33	46	0	79	205
07:30 AM	11	41	0	52	73	11	0	84	**41**	51	0	**92**	228
07:45 AM	**20**	45	0	**65**	**79**	11	0	**90**	36	**53**	0	89	**244**
08:00 AM	17	**46**	0	63	52	10	0	62	25	41	0	66	191
Total Volume	62	177	0	239	257	46	0	303	135	191	0	326	868
% App. Total	25.9	74.1	0		84.8	15.2	0		41.4	58.6	0		
PHF	.775	.962	.000	.919	.813	.821	.000	.842	.823	.901	.000	.886	.889
Lights	55	164	0	219	247	41	0	288	129	172	0	301	808
% Lights	88.7	92.7	0	91.6	96.1	89.1	0	95.0	95.6	90.1	0	92.3	93.1
Mediums	4	13	0	17	8	5	0	13	5	15	0	20	50
% Mediums	6.5	7.3	0	7.1	3.1	10.9	0	4.3	3.7	7.9	0	6.1	5.8
Articulated Trucks	3	0	0	3	2	0	0	2	1	4	0	5	10
% Articulated Trucks	4.8	0	0	1.3	0.8	0	0	0.7	0.7	2.1	0	1.5	1.2



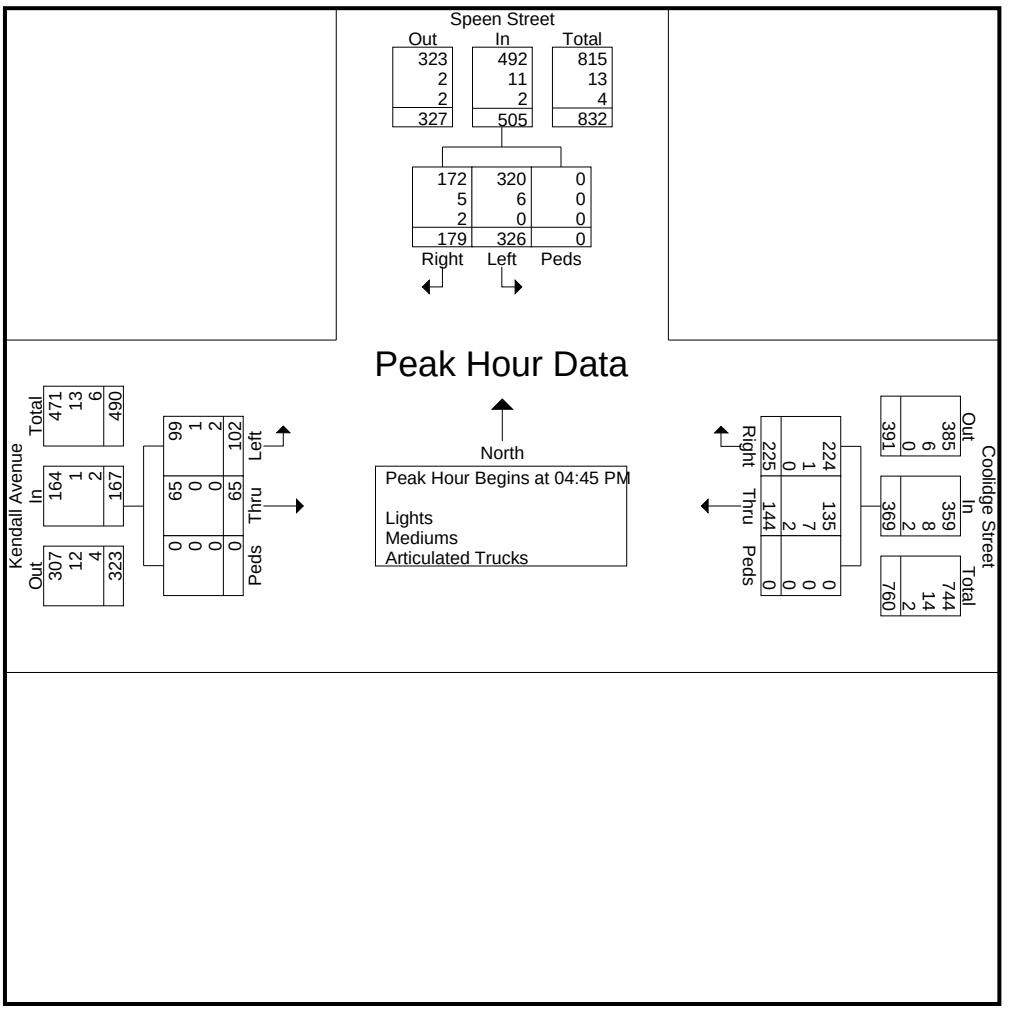
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Planners & Engineers

28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street
E/W: Coolidge Street/Kendall Street
Sherborn, MA

File Name : 1096 Speen at Coolidge 09-01-2020
Site Code : 1095
Start Date : 9/1/2020

	Speen Street From North				Coolidge Street From East				Kendall Avenue From West				
Start Time	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:45 PM													
04:45 PM	33	**91**	0	124	55	35	0	90	**18**	29	0	**47**	261
05:00 PM	**55**	80	0	**135**	**67**	32	0	**99**	17	19	0	36	**270**
05:15 PM	44	81	0	125	50	31	0	81	16	**31**	0	47	253
05:30 PM	47	74	0	121	53	**46**	0	99	14	23	0	37	257
Total Volume	179	326	0	505	225	144	0	369	65	102	0	167	1041
% App. Total	35.4	64.6	0		61	39	0		38.9	61.1	0		
PHF	.814	.896	.000	.935	.840	.783	.000	.932	.903	.823	.000	.888	.964
Lights	172	320	0	492	224	135	0	359	65	99	0	164	1015
% Lights	96.1	98.2	0	97.4	99.6	93.8	0	97.3	100	97.1	0	98.2	97.5
Mediums	5	6	0	11	1	7	0	8	0	1	0	1	20
% Mediums	2.8	1.8	0	2.2	0.4	4.9	0	2.2	0	1.0	0	0.6	1.9
Articulated Trucks	2	0	0	2	0	2	0	2	0	2	0	2	6
% Articulated Trucks	1.1	0	0	0.4	0	1.4	0	0.5	0	2.0	0	1.2	0.6



2016 Count Data

MDM Transportation Consultants, Inc.

28 Lord Road, Suite 280
Marlborough, MA 01752
508-303-0370
www.mdmtrans.com

Coolidge Street
South of Site Driveway
Sherborn, MA

Site Code: 875

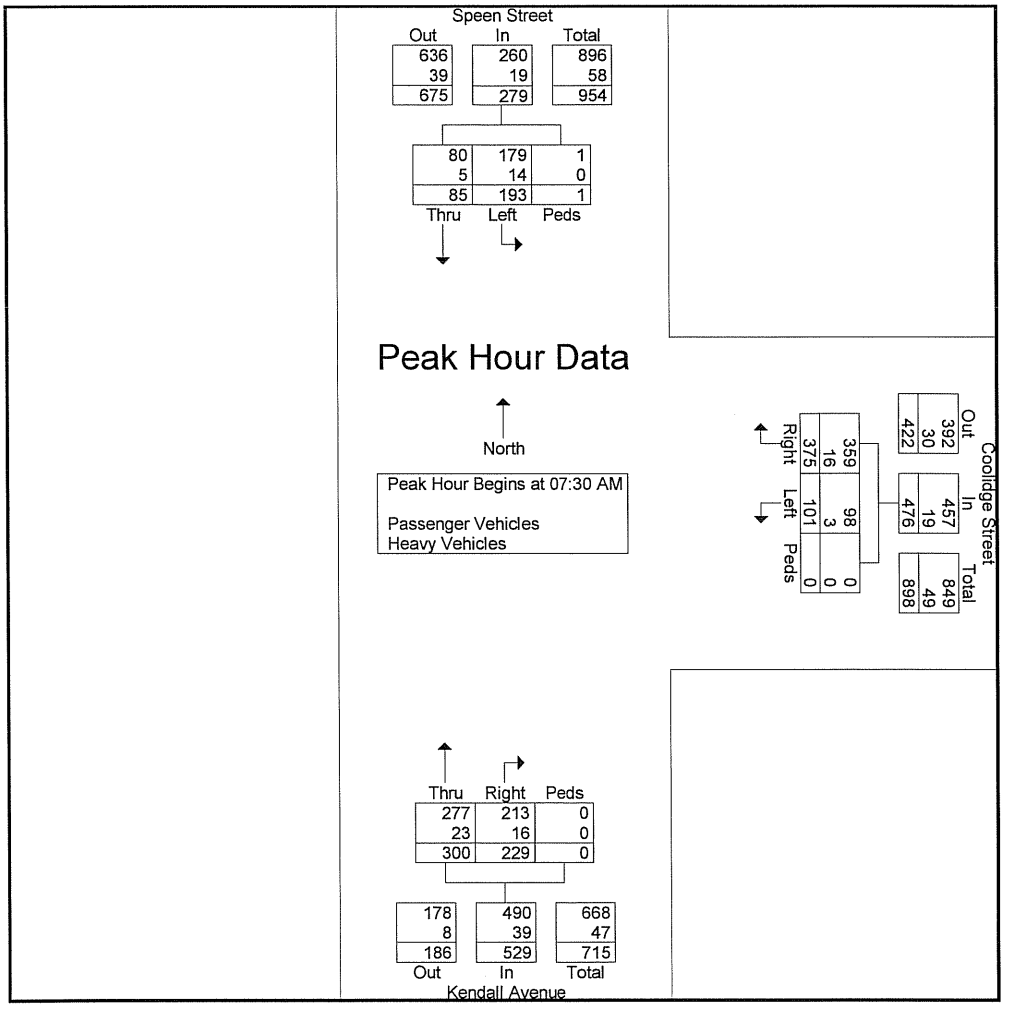
Start Time	04-May-16 Wed	Northbound Morning	Northbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Southbound Morning	Southbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		5	66			6	69				
12:15		0	87			6	86				
12:30		1	65			0	86				
12:45		0	89	6	307	5	84	17	325	23	632
01:00		2	66			6	59				
01:15		1	82			1	79				
01:30		1	74			2	82				
01:45		3	72	7	294	2	69	11	289	18	583
02:00		1	68			2	100				
02:15		0	70			1	99				
02:30		0	96			0	103				
02:45		3	74	4	308	0	99	3	401	7	709
03:00		2	81			1	120				
03:15		5	112			1	99				
03:30		2	93			0	103				
03:45		1	85	10	371	1	111	3	433	13	804
04:00		2	79			3	149				
04:15		3	94			3	119				
04:30		13	94			2	120				
04:45		7	78	25	345	4	94	12	482	37	827
05:00		7	103			4	110				
05:15		23	112			9	109				
05:30		23	82			18	91				
05:45		30	106	83	403	12	109	43	419	126	822
06:00		28	97			37	76				
06:15		52	97			40	99				
06:30		70	72			59	89				
06:45		106	66	256	332	90	77	226	341	482	673
07:00		77	55			81	94				
07:15		90	45			103	78				
07:30		89	49			111	57				
07:45		105	39	361	188	115	81	410	310	771	498
08:00		115	28			94	74				
08:15		129	31			92	57				
08:30		125	20			77	48				
08:45		115	24	484	103	60	31	323	210	807	313
09:00		108	25			58	48				
09:15		106	17			63	53				
09:30		92	30			43	41				
09:45		71	13	377	85	52	27	216	169	593	254
10:00		79	9			40	27				
10:15		73	15			59	28				
10:30		85	11			76	21				
10:45		72	7	309	42	59	19	234	95	543	137
11:00		75	9			59	14				
11:15		85	8			68	19				
11:30		77	8			67	6				
11:45		91	4	328	29	93	8	287	47	615	76
Total		2250	2807			1785	3521			4035	6328
Percent		44.5%	55.5%			33.6%	66.4%			38.9%	61.1%

MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street/Kendall Avenue
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at Speen 7-9
Site Code : 875
Start Date : 5/5/2016

	Speen Street From North				Coolidge Street From East				Kendall Avenue From South				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:30 AM													
07:30 AM	**22**	**56**	0	**78**	79	**27**	0	106	**85**	77	0	**162**	**346**
07:45 AM	21	42	0	63	96	25	0	121	53	**97**	0	150	334
08:00 AM	20	47	**1**	68	91	22	0	113	43	59	0	102	283
08:15 AM	22	48	0	70	**109**	27	0	**136**	48	67	0	115	321
Total Volume	85	193	1	279	375	101	0	476	229	300	0	529	1284
% App. Total	30.5	69.2	0.4		78.8	21.2	0		43.3	56.7	0		
PHF	.966	.862	.250	.894	.860	.935	.000	.875	.674	.773	.000	.816	.928
Passenger Vehicles	80	179	1	260	359	98	0	457	213	277	0	490	1207
% Passenger Vehicles	94.1	92.7	100	93.2	95.7	97.0	0	96.0	93.0	92.3	0	92.6	94.0
Heavy Vehicles	5	14	0	19	16	3	0	19	16	23	0	39	77
% Heavy Vehicles	5.9	7.3	0	6.8	4.3	3.0	0	4.0	7.0	7.7	0	7.4	6.0



MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street/Kendall Avenue
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at Speen 7-9
Site Code : 875
Start Date : 5/5/2016
Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles

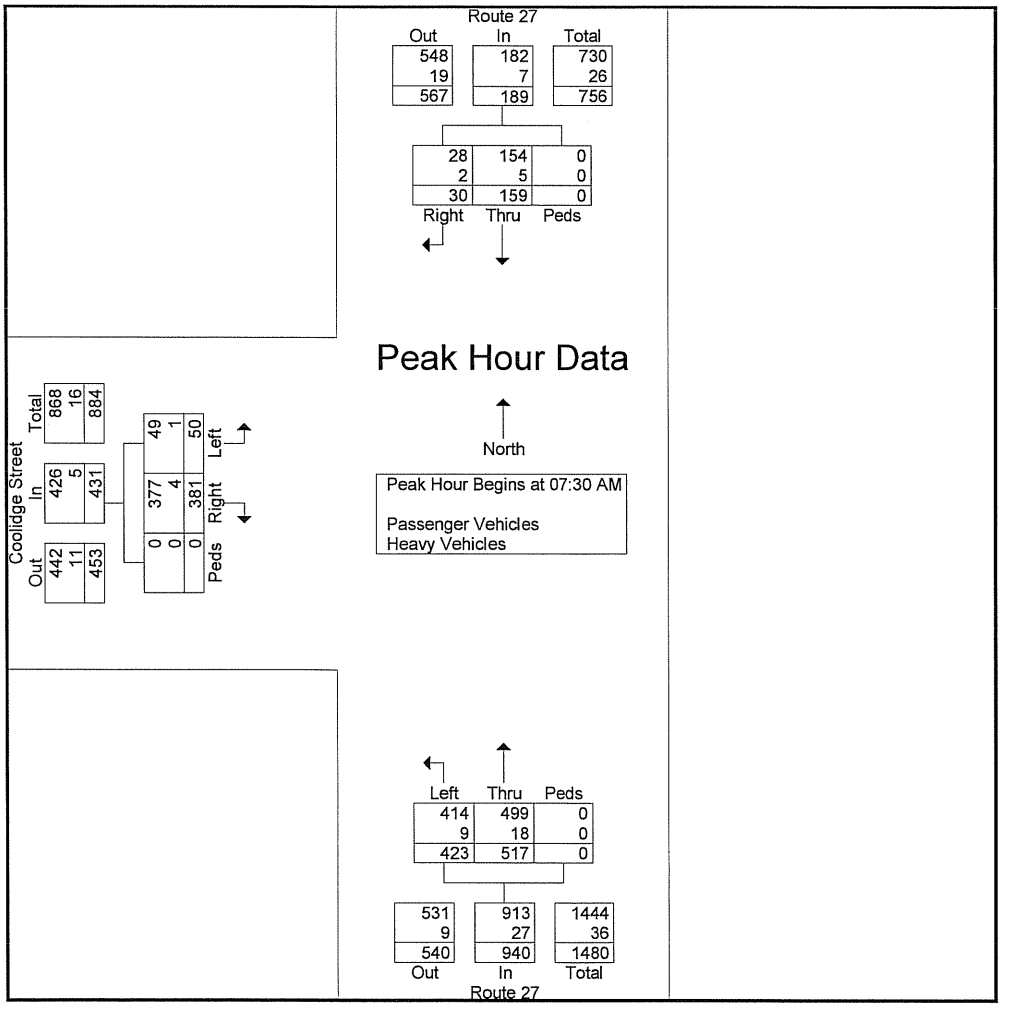
	Speen Street From North				Coolidge Street From East				Kendall Avenue From South				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
07:00 AM	29	28	0	57	71	24	0	95	47	82	0	129	281
07:15 AM	19	51	0	70	81	16	0	97	54	80	0	134	301
07:30 AM	22	56	0	78	79	27	0	106	85	77	0	162	346
07:45 AM	21	42	0	63	96	25	0	121	53	97	0	150	334
Total	91	177	0	268	327	92	0	419	239	336	0	575	1262
08:00 AM	20	47	1	68	91	22	0	113	43	59	0	102	283
08:15 AM	22	48	0	70	109	27	0	136	48	67	0	115	321
08:30 AM	27	33	0	60	112	19	0	131	40	54	0	94	285
08:45 AM	15	42	0	57	107	32	0	139	32	60	0	92	288
Total	84	170	1	255	419	100	0	519	163	240	0	403	1177
Grand Total	175	347	1	523	746	192	0	938	402	576	0	978	2439
Apprch %	33.5	66.3	0.2		79.5	20.5	0		41.1	58.9	0		
Total %	7.2	14.2	0	21.4	30.6	7.9	0	38.5	16.5	23.6	0	40.1	
Passenger Vehicles	164	325	1	490	717	186	0	903	377	530	0	907	2300
% Passenger Vehicles	93.7	93.7	100	93.7	96.1	96.9	0	96.3	93.8	92	0	92.7	94.3
Heavy Vehicles	11	22	0	33	29	6	0	35	25	46	0	71	139
% Heavy Vehicles	6.3	6.3	0	6.3	3.9	3.1	0	3.7	6.2	8	0	7.3	5.7

MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main St (Route 27)
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at 27 7-9
Site Code : 875
Start Date : 5/5/2016
Page No : 2

	Route 27 From North				Route 27 From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:30 AM													
07:30 AM	8	39	0	47	128	91	0	219	**127**	**13**	0	**140**	**406**
07:45 AM	3	37	0	40	**134**	107	0	241	82	13	0	95	376
08:00 AM	**12**	33	0	45	123	111	0	234	81	13	0	94	373
08:15 AM	7	**50**	0	**57**	132	**114**	0	**246**	91	11	0	102	405
Total Volume	30	159	0	189	517	423	0	940	381	50	0	431	1560
% App. Total	15.9	84.1	0		55	45	0		88.4	11.6	0		
PHF	.625	.795	.000	.829	.965	.928	.000	.955	.750	.962	.000	.770	.961
Passenger Vehicles	28	154	0	182	499	414	0	913	377	49	0	426	1521
% Passenger Vehicles	93.3	96.9	0	96.3	96.5	97.9	0	97.1	99.0	98.0	0	98.8	97.5
Heavy Vehicles	2	5	0	7	18	9	0	27	4	1	0	5	39
% Heavy Vehicles	6.7	3.1	0	3.7	3.5	2.1	0	2.9	1.0	2.0	0	1.2	2.5



MDM Transportation Consultants, INC.

28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main St (Route 27)
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at 27 7-9
Site Code : 875
Start Date : 5/5/2016
Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles

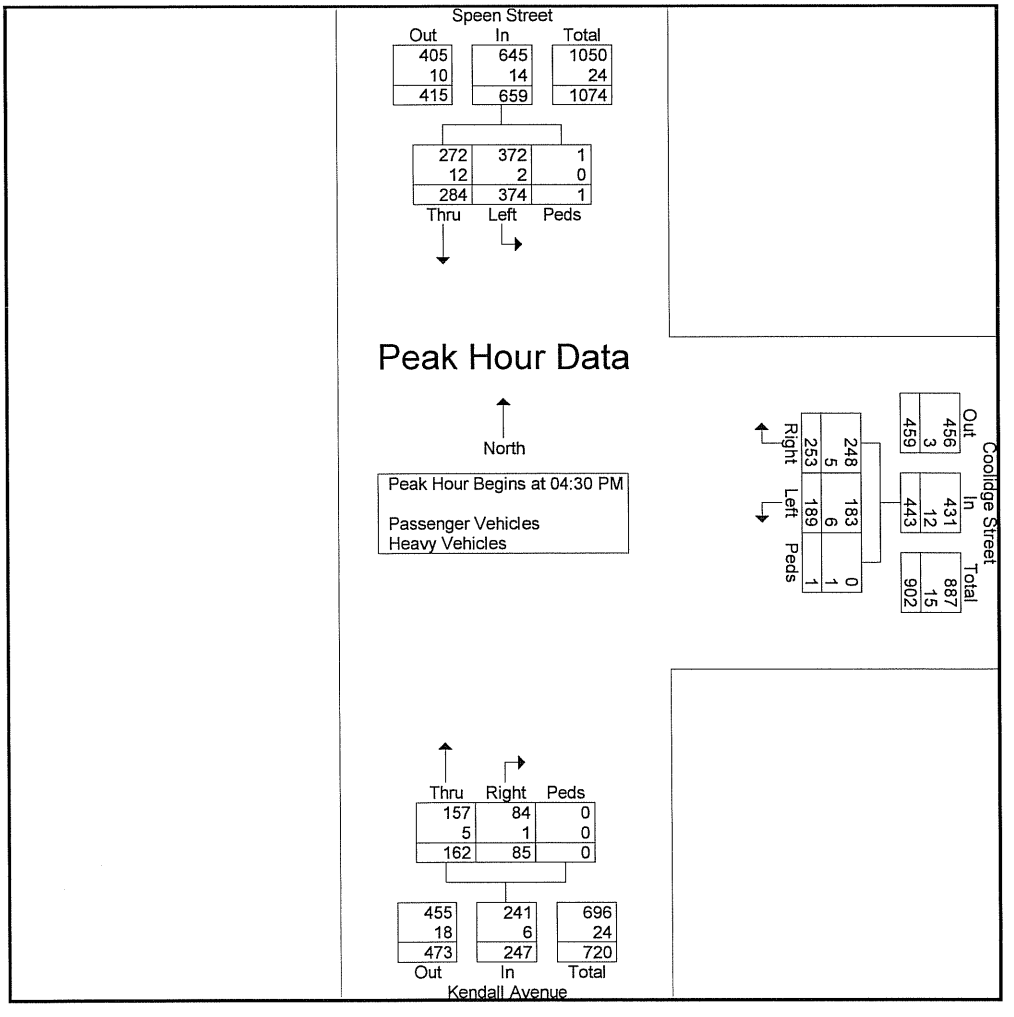
	Route 27 From North				Route 27 From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
07:00 AM	11	50	0	61	129	81	0	210	71	7	0	78	349
07:15 AM	9	57	0	66	132	88	0	220	102	14	0	116	402
07:30 AM	8	39	0	47	128	91	0	219	127	13	0	140	406
07:45 AM	3	37	0	40	134	107	0	241	82	13	0	95	376
Total	31	183	0	214	523	367	0	890	382	47	0	429	1533
08:00 AM	12	33	0	45	123	111	0	234	81	13	0	94	373
08:15 AM	7	50	0	57	132	114	0	246	91	11	0	102	405
08:30 AM	5	56	0	61	122	136	0	258	66	6	0	72	391
08:45 AM	7	35	0	42	125	127	0	252	78	6	0	84	378
Total	31	174	0	205	502	488	0	990	316	36	0	352	1547
Grand Total	62	357	0	419	1025	855	0	1880	698	83	0	781	3080
Apprch %	14.8	85.2	0		54.5	45.5	0		89.4	10.6	0		
Total %	2	11.6	0	13.6	33.3	27.8	0	61	22.7	2.7	0	25.4	
Passenger Vehicles	56	352	0	408	987	840	0	1827	692	81	0	773	3008
% Passenger Vehicles	90.3	98.6	0	97.4	96.3	98.2	0	97.2	99.1	97.6	0	99	97.7
Heavy Vehicles	6	5	0	11	38	15	0	53	6	2	0	8	72
% Heavy Vehicles	9.7	1.4	0	2.6	3.7	1.8	0	2.8	0.9	2.4	0	1	2.3

MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street/Kendall Avenue
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at Speen 4-6
Site Code : 875
Start Date : 5/5/2016

	Speen Street From North				Coolidge Street From East				Kendall Avenue From South				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:30 PM													
04:30 PM	66	83	0	149	66	**62**	0	**128**	17	41	0	58	335
04:45 PM	67	**117**	0	**184**	61	40	**1**	102	**25**	38	0	63	**349**
05:00 PM	75	79	**1**	155	57	46	0	103	24	**49**	0	**73**	331
05:15 PM	**76**	95	0	171	**69**	41	0	110	19	34	0	53	334
Total Volume	284	374	1	659	253	189	1	443	85	162	0	247	1349
% App. Total	43.1	56.8	0.2		57.1	42.7	0.2		34.4	65.6	0		
PHF	.934	.799	.250	.895	.917	.762	.250	.865	.850	.827	.000	.846	.966
Passenger Vehicles	272	372	1	645	248	183	0	431	84	157	0	241	1317
% Passenger Vehicles	95.8	99.5	100	97.9	98.0	96.8	0	97.3	98.8	96.9	0	97.6	97.6
Heavy Vehicles	12	2	0	14	5	6	1	12	1	5	0	6	32
% Heavy Vehicles	4.2	0.5	0	2.1	2.0	3.2	100	2.7	1.2	3.1	0	2.4	2.4



MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: Speen Street/Kendall Avenue
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at Speen 4-6
Site Code : 875
Start Date : 5/5/2016
Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles

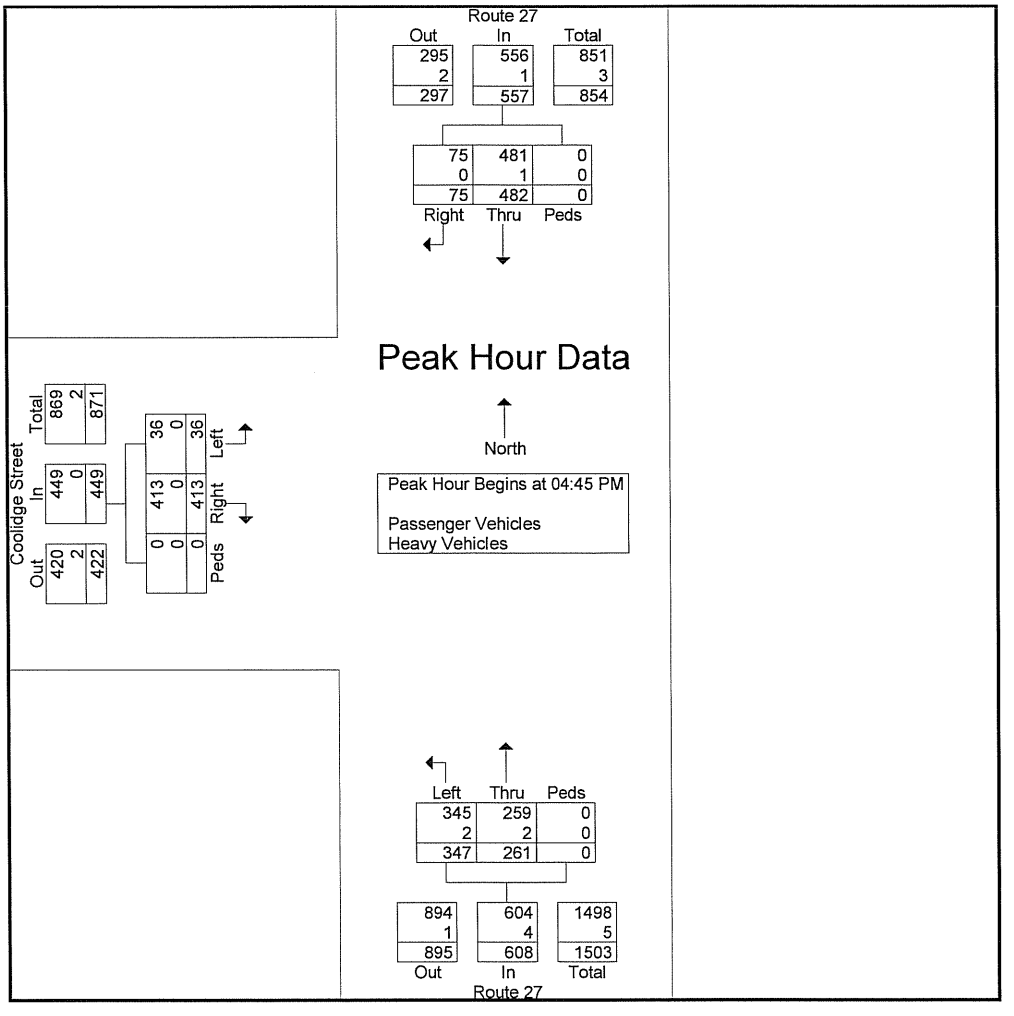
	Speen Street From North				Coolidge Street From East				Kendall Avenue From South				
Start Time	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Right	Thru	Peds	App. Total	Int. Total
04:00 PM	73	81	0	154	45	33	0	78	20	40	0	60	292
04:15 PM	57	101	0	158	65	50	0	115	26	31	0	57	330
04:30 PM	66	83	0	149	66	62	0	128	17	41	0	58	335
04:45 PM	67	117	0	184	61	40	1	102	25	38	0	63	349
Total	263	382	0	645	237	185	1	423	88	150	0	238	1306
05:00 PM	75	79	1	155	57	46	0	103	24	49	0	73	331
05:15 PM	76	95	0	171	69	41	0	110	19	34	0	53	334
05:30 PM	62	79	0	141	50	48	0	98	25	48	0	73	312
05:45 PM	63	82	0	145	53	40	0	93	17	30	0	47	285
Total	276	335	1	612	229	175	0	404	85	161	0	246	1262
Grand Total	539	717	1	1257	466	360	1	827	173	311	0	484	2568
Apprch %	42.9	57	0.1		56.3	43.5	0.1		35.7	64.3	0		
Total %	21	27.9	0	48.9	18.1	14	0	32.2	6.7	12.1	0	18.8	
Passenger Vehicles	511	711	1	1223	457	338	0	795	171	302	0	473	2491
% Passenger Vehicles	94.8	99.2	100	97.3	98.1	93.9	0	96.1	98.8	97.1	0	97.7	97
Heavy Vehicles	28	6	0	34	9	22	1	32	2	9	0	11	77
% Heavy Vehicles	5.2	0.8	0	2.7	1.9	6.1	100	3.9	1.2	2.9	0	2.3	3

MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main Street (Route 27)
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at 27 4-6
Site Code : 875
Start Date : 5/5/2016

	Route 27 From North				Route 27 From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:45 PM													
04:45 PM	**21**	**127**	0	**148**	54	**91**	0	145	104	9	0	113	406
05:00 PM	17	115	0	132	**80**	91	0	**171**	105	9	0	114	**417**
05:15 PM	17	123	0	140	62	86	0	148	**107**	**15**	0	**122**	410
05:30 PM	20	117	0	137	65	79	0	144	97	3	0	100	381
Total Volume	75	482	0	557	261	347	0	608	413	36	0	449	1614
% App. Total	13.5	86.5	0		42.9	57.1	0		92	8	0		
PHF	.893	.949	.000	.941	.816	.953	.000	.889	.965	.600	.000	.920	.968
Passenger Vehicles	75	481	0	556	259	345	0	604	413	36	0	449	1609
% Passenger Vehicles	100	99.8	0	99.8	99.2	99.4	0	99.3	100	100	0	100	99.7
Heavy Vehicles	0	1	0	1	2	2	0	4	0	0	0	0	5
% Heavy Vehicles	0	0.2	0	0.2	0.8	0.6	0	0.7	0	0	0	0	0.3



MDM Transportation Consultants, INC.
28 Lord Road, Suite 280
Marlborough, MA

N/S: N Main Street (Route 27)
E/W: Coolidge Street
Sherborn, MA

File Name : 875 Coolidge at 27 4-6
Site Code : 875
Start Date : 5/5/2016
Page No : 1

Groups Printed- Passenger Vehicles - Heavy Vehicles

	Route 27 From North				Route 27 From South				Coolidge Street From West				
Start Time	Right	Thru	Peds	App. Total	Thru	Left	Peds	App. Total	Right	Left	Peds	App. Total	Int. Total
04:00 PM	13	135	0	148	56	78	0	134	99	3	0	102	384
04:15 PM	13	115	0	128	52	109	0	161	100	6	0	106	395
04:30 PM	18	111	0	129	40	93	0	133	89	6	0	95	357
04:45 PM	21	127	0	148	54	91	0	145	104	9	0	113	406
Total	65	488	0	553	202	371	0	573	392	24	0	416	1542
05:00 PM	17	115	0	132	80	91	0	171	105	9	0	114	417
05:15 PM	17	123	0	140	62	86	0	148	107	15	0	122	410
05:30 PM	20	117	0	137	65	79	0	144	97	3	0	100	381
05:45 PM	8	104	0	112	52	96	0	148	92	8	0	100	360
Total	62	459	0	521	259	352	0	611	401	35	0	436	1568
Grand Total	127	947	0	1074	461	723	0	1184	793	59	0	852	3110
Apprch %	11.8	88.2	0		38.9	61.1	0		93.1	6.9	0		
Total %	4.1	30.5	0	34.5	14.8	23.2	0	38.1	25.5	1.9	0	27.4	
Passenger Vehicles	127	942	0	1069	456	716	0	1172	791	58	0	849	3090
% Passenger Vehicles	100	99.5	0	99.5	98.9	99	0	99	99.7	98.3	0	99.6	99.4
Heavy Vehicles	0	5	0	5	5	7	0	12	2	1	0	3	20
% Heavy Vehicles	0	0.5	0	0.5	1.1	1	0	1	0.3	1.7	0	0.4	0.6

- □ Speed Data

E/W: Coolidge Street
Near Site Driveway
Sherborn, MA

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

28 Lord Road, Suite 280
Marlborough, MA 01752

Site Code: 1095

Westbound

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent
09/01/20	0	0	0	0	1	5	1	3	0	0	0	0	0	0	10	47
01:00	0	0	0	0	0	1	3	1	0	0	0	0	0	0	5	46
02:00	0	0	0	0	2	0	0	0	1	0	0	0	0	0	3	52
03:00	0	0	0	0	1	4	2	2	0	0	0	0	0	0	9	46
04:00	0	0	0	0	1	6	3	2	1	1	0	0	0	0	14	49
05:00	0	0	0	1	8	42	33	6	0	0	0	0	0	0	90	43
06:00	0	0	0	0	14	66	74	19	7	1	0	0	0	0	181	44
07:00	0	0	0	1	19	94	138	43	2	0	1	0	0	0	298	45
08:00	0	0	0	0	27	113	128	32	2	0	0	0	0	0	302	44
09:00	3	5	8	9	36	96	81	23	1	0	1	0	0	0	263	44
10:00	0	0	0	6	22	128	111	13	1	0	0	0	0	0	281	43
11:00	0	0	1	1	39	149	117	24	2	2	0	0	0	0	335	44
12 PM	0	0	1	10	27	128	128	11	2	0	0	0	0	0	307	43
13:00	0	1	2	5	38	138	112	27	5	0	0	0	0	0	328	44
14:00	0	0	0	3	40	174	101	17	0	0	0	0	0	0	335	43
15:00	0	0	0	1	29	155	149	25	3	0	0	0	0	0	362	44
16:00	0	0	0	0	51	159	118	21	1	1	0	0	0	0	351	43
17:00	0	0	0	2	36	187	113	22	0	0	0	0	0	0	360	43
18:00	0	0	0	0	16	95	96	29	2	0	0	0	0	0	238	44
19:00	0	0	1	2	17	75	60	13	1	0	0	0	0	0	169	44
20:00	0	0	0	2	14	40	35	6	0	0	1	0	0	0	98	43
21:00	0	0	0	1	5	23	20	8	0	1	0	0	0	0	58	45
22:00	0	0	0	1	9	13	10	7	1	0	0	1	0	0	42	46
23:00	0	0	0	0	2	5	9	4	1	0	1	0	0	0	22	48
Total	3	6	13	45	454	1896	1642	358	33	6	4	1	0	0	4461	

	15th Percentile :	35 MPH
	50th Percentile :	39 MPH
	85th Percentile :	44 MPH
	95th Percentile :	47 MPH
Statistics	10 MPH Pace Speed :	36-45 MPH
	Number in Pace :	3538
	Percent in Pace :	79.3%
	Number of Vehicles > 35 MPH :	3940
	Percent of Vehicles > 35 MPH :	88.3%
	Mean Speed(Average) :	40 MPH

E/W: Coolidge Street
Near Site Driveway
Sherborn, MA

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers
28 Lord Road, Suite 280
Marlborough, MA 01752

Site Code: 1095

Eastbound

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent
09/01/20	0	0	0	0	0	9	5	2	1	0	0	0	0	0	17	46
01:00	0	0	0	0	1	1	0	1	1	0	0	0	0	0	4	52
02:00	0	0	0	1	1	0	1	1	0	0	0	0	0	0	4	47
03:00	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3	52
04:00	0	0	0	0	0	3	2	2	0	0	0	0	0	0	7	47
05:00	0	0	0	0	1	15	8	5	1	1	0	0	0	0	31	47
06:00	0	1	3	1	12	72	58	11	2	0	0	0	0	0	160	44
07:00	1	0	0	5	35	134	94	20	2	0	0	0	0	0	291	43
08:00	0	1	0	5	39	111	95	13	0	1	0	0	0	0	265	43
09:00	0	1	1	7	46	93	66	6	2	0	0	0	0	0	222	43
10:00	0	0	0	8	34	110	62	8	1	0	0	0	0	0	223	43
11:00	0	1	7	7	36	125	92	20	4	1	0	0	0	0	293	43
12 PM	0	0	1	6	44	130	137	17	2	0	0	0	0	0	337	43
13:00	2	5	3	12	54	133	97	12	3	0	0	0	0	0	321	43
14:00	0	0	2	4	54	170	113	15	2	0	0	0	0	0	360	43
15:00	0	0	0	10	40	158	128	35	3	0	0	0	0	0	374	44
16:00	0	0	0	3	27	133	164	46	5	0	0	0	0	0	378	44
17:00	0	0	0	2	28	175	164	28	4	0	0	0	0	0	401	44
18:00	0	0	0	1	10	102	143	45	3	0	0	0	0	0	304	45
19:00	0	0	0	0	29	106	81	24	2	0	0	0	0	0	242	44
20:00	0	0	0	1	15	62	50	12	1	1	0	0	0	0	142	44
21:00	0	0	0	1	5	25	23	8	3	0	0	0	0	0	65	45
22:00	0	0	0	0	3	19	24	8	2	0	0	0	0	0	56	46
23:00	0	0	0	1	4	9	6	2	1	0	0	0	0	0	23	44
Total	3	9	17	75	518	1895	1614	342	46	4	0	0	0	0	4523	

	15th Percentile :	35 MPH
	50th Percentile :	39 MPH
	85th Percentile :	44 MPH
	95th Percentile :	47 MPH
Statistics	10 MPH Pace Speed :	36-45 MPH
	Number in Pace :	3509
	Percent in Pace :	77.6%
	Number of Vehicles > 35 MPH :	3901
	Percent of Vehicles > 35 MPH :	86.2%
	Mean Speed(Average) :	40 MPH

- Crash Data

INTERSECTION CRASH RATE WORKSHEET

CITY/TOWN : Sherborn, MA COUNT DATE : Sep-20

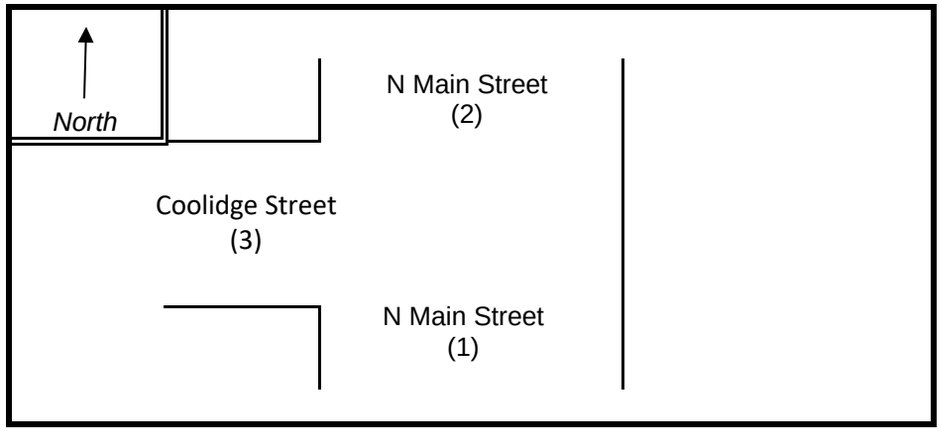
DISTRICT : 3 UNSIGNALIZED : X SIGNALIZED :

~ INTERSECTION DATA ~

MAJOR STREET : North Main Street

MINOR STREET(S) : Coolidge Street

INTERSECTION DIAGRAM (Label Approaches)



PEAK HOUR VOLUMES

APPROACH :	1	2	3	4	5	Total Peak Hourly Approach Volume
DIRECTION :	NB	SB	EB	WB		
PEAK HOURLY VOLUMES (PM) :	685	457	528			**1,670**

" K " FACTOR : **0.086** INTERSECTION ADT (**V**) = TOTAL DAILY APPROACH VOLUME : **19,419**

TOTAL # OF CRASHES : 13 # OF YEARS : 5 AVERAGE # OF CRASHES PER YEAR (**A**) : **2.60**

CRASH RATE CALCULATION : **0.37** RATE = $\frac{(A * 1{,}000{,}000)}{(V * 365)}$

Comments : MassDOT District 3 Avg: Signalized = 0.89; Unsignalized = 0.61

Project Title & Date: 1096 - Sherborn

INTERSECTION CRASH RATE WORKSHEET

CITY/TOWN : Sherborn, MA COUNT DATE : Sep-20

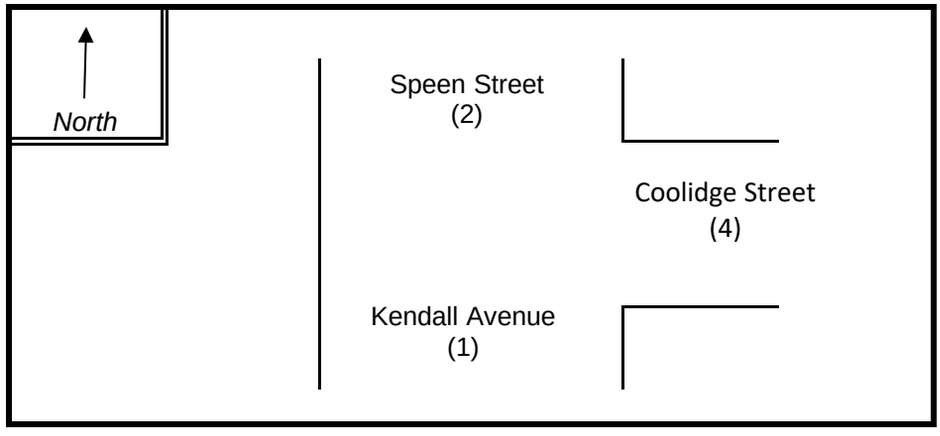
DISTRICT : 3 UNSIGNALIZED : X SIGNALIZED :

~ INTERSECTION DATA ~

MAJOR STREET : Speen Street/Kendall Avenue

MINOR STREET(S) : Coolidge Street

INTERSECTION DIAGRAM (Label Approaches)



PEAK HOUR VOLUMES

APPROACH :	1	2	3	4	5	Total Peak Hourly Approach Volume
DIRECTION :	NB	SB	EB	WB		
PEAK HOURLY VOLUMES (PM) :	221	666		487		**1,374**

" K " FACTOR : **0.086** INTERSECTION ADT (**V**) = TOTAL DAILY APPROACH VOLUME : **15,977**

TOTAL # OF CRASHES : 11 # OF YEARS : 5 AVERAGE # OF CRASHES PER YEAR (**A**) : **2.20**

CRASH RATE CALCULATION : **0.38** RATE = $\frac{(A * 1{,}000{,}000)}{(V * 365)}$

Comments : MassDOT District 3 Avg: Signalized = 0.89; Unsignalized = 0.61

Project Title & Date: 1096 - Sherborn

Coolidge Street at Speen Street/Kendall Avenue

Crash Number	City Town Name	Crash Date	Crash Severity	Crash Time	Number of Vehicles	Light Conditions	Manner of Collision	Road Surface Condition	Total Fatalities	Total Non-Fatal Injuries	Vehicle Actions Prior to Crash (All Vehicles)	Vehicle Configuration (All Vehicles)	Vehicle Travel Directions (All Vehicles)	Weather Conditions	Most Harmful Event (All Vehicles)	X	Y	Roadway
3999066	SHERBORN	01/15/2015	Non-fatal injury	8:29 AM		3 Daylight	Rear-end	Ice		0 1	V1: Travelling straight ahead / V2: Travelling straight ahead / V3: Travelling straight ahead	V1:(Passenger car) / V2:(Passenger car) / V3:(Passenger car)	V1: S / V2: N / V3: N	Clear	V1:(Collision with other movable object) / V2:(Collision with motor vehicle in traffic) / V3:(Collision with motor vehicle in traffic)	209682.3554	890981.8469	KENDALL AVE
4006956	SHERBORN	02/05/2015	Property damage only (none injured)	7:04 AM		1 Daylight	Single vehicle crash	Wet		0 0	V1: Travelling straight ahead	V1:(Passenger car)	V1: E	Snow/Cloudy	V1:(Overturn/rollover)	209699.0381	890990.0458	/ / KENDALL AVENUE
4109585	SHERBORN	11/11/2015	Property damage only (none injured)	1:03 PM		2 Daylight	Single vehicle crash	Wet		0 0	V1: Turning left / V2: Turning left	V1:(Single-unit truck (3-or-more axles)) / V2:(Truck/trailer)	V1: S / V2: S	Rain/Cloudy	V1:(Cargo/equipment loss or shift) / V2:(Cargo/equipment loss or shift)	209712.2339	890999.8292	SPEEN STREET / COOLIDGE STREET
4207932	SHERBORN	06/17/2016	Property damage only (none injured)	1:18 AM		Dark - lighted 1 roadway	Single vehicle crash	Dry		0 0	V1: Travelling straight ahead	V1:(Passenger car)	V1: N	Clear	V1:(Collision with utility pole)	209682.3554	890981.8469	KENDALL AVE
4327529	SHERBORN	02/12/2017	Non-fatal injury	4:19 PM		1 Dusk	Single vehicle crash	Snow		0 4	V1: Travelling straight ahead	V1:(Passenger car)	V1: N	Snow/Sleet, hail (freezing rain or drizzle)	V1:(Collision with utility pole)	209712.2339	890999.8292	COOLIDGE ST / SPEEN ST
4377619	SHERBORN	06/10/2017	Property damage only (none injured)	7:23 AM		1 Daylight	Single vehicle crash	Dry		0 0	V1: Turning left	V1:(Passenger car)	V1: E	Clear	V1:(Collision with highway traffic sign post)	209712.2339	890999.8292	COOLIDGE ST / SPEEN ST
4444200	SHERBORN	10/17/2017	Property damage only (none injured)	5:53 PM		2 Daylight	Sideswipe, same direction	Dry		0 0	V1: Turning left / V2: Turning right	V1:(Light truck(van, mini-van, pickup, sport utility)) / V2:(Passenger car)	V1: S / V2: S	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	209712.2339	890999.8292	COOLIDGE ST / KENDALL AVE
4486119	SHERBORN	01/17/2018	Non-fatal injury	7:38 AM		2 Daylight	Head-on	Snow		0 1	V1: Travelling straight ahead / V2: Turning left	V1:(Passenger car) / V2:(Passenger car)	V1: E / V2: W	Snow	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	209712.2339	890999.8292	COOLIDGE ST / KENDALL AVE
4494027	SHERBORN	01/30/2018	Property damage only (none injured)	6:36 AM		1 Dawn	Single vehicle crash	Snow		0 0	V1: Travelling straight ahead	V1:(Passenger car)	V1: N	Snow/Cloudy	V1:(Collision with embankment)	209712.2339	890999.8292	SPEEN ST / COOLIDGE ST
4608124	SHERBORN	10/05/2018	Property damage only (none injured)	1:06 AM		Dark - lighted 1 roadway	Single vehicle crash	Dry		0 0	V1: Turning left	V1:(Passenger car)	V1: W	Clear	V1:(Collision with ditch)	209704.7628	890993.2551	COOLIDGE ST / KENDALL AVE
4613203	SHERBORN	10/23/2018	Property damage only (none injured)	3:30 PM		2 Daylight	Angle	Dry		0 0	V1: Turning left / V2: Turning left	V1:(Passenger car) / V2:(Passenger car)	V1: N / V2: W	Cloudy	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	209704.7628	890993.2551	COOLIDGE ST / KENDALL AVE

Data Level: CRASH
Query Type Spatial
Criteria: If you conducted an Advanced Query your SQL statement will be listed here

Coolidge Street at North Main Street

Crash Number	City Town Name	Crash Date	Crash Severity	Crash Time	Number of Vehicles	Light Conditions	Manner of Collision	Road Surface Condition	Roadway Junction Type	Total Fatalities	Total Non-Fatal Injuries	Vehicle Actions Prior to Crash (All Vehicles)	Vehicle Configuration (All Vehicles)	Vehicle Travel Directions (All Vehicles)	Weather Conditions	Most Harmful Event (All Vehicles)	X	Y	Roadway
4211228	SHERBORN	06/28/2016	Non-fatal injury	3:37 PM	2	Daylight	Sideswipe, same direction	Dry	Not at junction	0	0	V1: Travelling straight ahead	V1:(Passenger car)	V1: N	Clear	V1:(Collision with cyclist (bicycle, tricycle, unicycle, pedal car))	210863.5067	889486.7626	NORTH MAIN ST
4230628	SHERBORN	08/02/2016	Property damage only (none injured)	8:11 AM	2	Daylight	Rear-end	Wet	T-intersection	0	0	V1: Travelling straight ahead / V2: Travelling straight ahead	V1:(Passenger car) / V2:(Passenger car)	V1: N / V2: N	Rain	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210864.3123	889469.75	NORTH MAIN ST Rte 27 N / COOLIDGE ST Rte 27 N
4240777	SHERBORN	08/26/2016	Non-fatal injury	8:48 AM	2	Daylight	Angle	Dry	Driveway	0	0	V1: Turning left / V2: Travelling straight ahead	V1:(Passenger car) / V2:(Passenger car)	V1: S / V2: N	Cloudy	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210864.2553	889469.8856	NORTH MAIN ST
4299435	SHERBORN	12/15/2016	Property damage only (none injured)	4:56 PM	2	Dark - lighted roadway	Rear-end	Dry	Not at junction	0	0	V1: Travelling straight ahead / V2: Slowing or stopped in traffic	V1:(Passenger car) / V2:(Passenger car)	V1: N / V2: N	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210863.5067	889486.7626	NORTH MAIN ST
4333235	SHERBORN	02/26/2017	Property damage only (none injured)	2:10 PM	2	Daylight	Rear-end	Dry	T-intersection	0	0	V1: Slowing or stopped in traffic / V2: Slowing or stopped in traffic	V1:(Passenger car) / V2:(Passenger car)	V1: S / V2: S	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210864.3123	889469.75	NORTH MAIN ST / COOLIDGE ST
4342878	SHERBORN	03/24/2017	Property damage only (none injured)	6:33 PM	2	Dusk	Angle	Dry	T-intersection	0	0	V1: Turning left / V2: Turning left	V1:(Passenger car) / V2:(Passenger car)	V1: S / V2: N	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210864.3123	889469.75	COOLIDGE ST / NORTH MAIN ST
4449425	SHERBORN	10/25/2017	Property damage only (none injured)	8:20 AM	2	Daylight	Rear-end	Wet	T-intersection	0	0	V1: Turning left / V2: Slowing or stopped in traffic	V1:(Passenger car) / V2:(Passenger car)	V1: N / V2: N	Rain	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210864.3123	889469.75	COOLIDGE ST / NORTH MAIN ST
4461123	SHERBORN	11/27/2017	Property damage only (none injured)	4:12 AM	1	Dark - roadway not lighted	Single vehicle crash	Dry	T-intersection	0	0	V1: Travelling straight ahead	V1:(Passenger car)	V1: S	Clear	V1:(Collision with animal - deer)	210864.3123	889469.75	COOLIDGE ST / NORTH MAIN ST
4528710	SHERBORN	04/13/2018	Property damage only (none injured)	6:45 AM	2	Daylight	Rear-end	Dry	T-intersection	0	0	V1: Slowing or stopped in traffic / V2: Travelling straight ahead	V1:(Passenger car) / V2:(Passenger car)	V1: N / V2: N	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210863.5067	889486.7626	NORTH MAIN ST
4583066	SHERBORN	08/09/2018	Property damage only (none injured)	3:39 PM	2	Daylight	Rear-end	Dry	Not at junction	0	0	V1: Slowing or stopped in traffic / V2: Travelling straight ahead	V1:(Passenger car) / V2:(Passenger car)	V1: S / V2: S	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic)	210809.5081	889514.1554	COOLIDGE ST
4659314	SHERBORN	02/01/2019	Non-fatal injury	5:36 PM	3	Dark - roadway not lighted	Rear-end	Sand, mud, dirt, oil, gravel	Not at junction	0	1	V1: Slowing or stopped in traffic / V2: Slowing or stopped in traffic / V3: Slowing or stopped in traffic	V1:(Passenger car) / V2:(Passenger car) / V3:(Passenger car)	V1: E / V2: E / V3: E	Clear	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic) / V3:(Collision with motor vehicle in traffic)	210809.5081	889514.1554	COOLIDGE ST
4746919	SHERBORN	08/21/2019	Property damage only (none injured)	3:30 PM	3	Daylight	Front to Rear	Wet	T-intersection	0	0	V1: Travelling straight ahead / V2: Slowing or stopped in traffic / V3: Slowing or stopped in traffic	V1:(Passenger car) / V2:(Passenger car) / V3:(Passenger car)	V1: E / V2: E / V3: E	Rain	V1:(Collision with motor vehicle in traffic) / V2:(Collision with motor vehicle in traffic) / V3:(Collision with motor vehicle in traffic)	210864.3123	889469.7501	COOLIDGE ST / NORTH MAIN ST

Data Level: CRASH
Query Type: Spatial
Criteria: If you conducted an Advanced Query your SQL statement will be listed here

□ Sight Distance Calculations

Intersection Sight Distance Calculations

Source: *A Policy on Geometric Design of Highways and Street, 6th Edition;* AASHTO; 2011.

Passenger Car
ISD = 1.47 * V * t

V = speed
t = time gap

t = 7.5 s for a passenger car for Left Turn from a Stop
t = 6.5 s for a passenger car for Right Turn from a Stop

Posted (Regulatory) Speed Limit

Proposed Site Driveway ISD = 1.47 * 35 * 7.5 = 386 ft **SAY 390 ft**
(left-turn from a stop)

Proposed Site Driveway ISD = 1.47 * 35 * 6.5 = 335 ft **SAY 335 ft**
(right-turn from a stop)

Stopping Sight Distance - Posted

		SPEED (MPH)	BRAKE REACTION DISTANCE (FT)	BRAKING DISTANCE (FT)	CALCULATED STOPPING SIGHT DISTANCE (FT)
Direction 1	NB	35	128.625	117.4	246.0
Direction 2	SB	35	128.625	117.4	246.0

INPUTS	Direction 1	Direction 2
Travel Direction	NB	SB
Speed	35	35
Grade	0	0
t	2.5	2.5
a	11.2	11.2

Stopping Sight Distance (SSD) - Source: AASHTO

SSD = Reaction Distance + Brake Distance

Reaction Distance = 1.47 x t x V

Brake Distance = V^2 / (30 x ((a/32.2)+G))

Where:
t = reaction time (sec)
V = travel speed (mph)
G= roadway grade
a - deceleration rate (ft/sec^2)

Stopping Sight Distance - Average

		SPEED (MPH)	BRAKE REACTION DISTANCE (FT)	BRAKING DISTANCE (FT)	CALCULATED STOPPING SIGHT DISTANCE (FT)
Direction 1	NB	40	147	153.3	300.3
Direction 2	SB	40	147	153.3	300.3

INPUTS	Direction 1	Direction 2
Travel Direction	NB	SB
Speed	40	40
Grade	0	0
t	2.5	2.5
a	11.2	11.2

Stopping Sight Distance (SSD) - Source: AASHTO

SSD = Reaction Distance + Brake Distance

Reaction Distance = 1.47 x t x V

Brake Distance = V^2 / (30 x ((a/32.2)+G))

Where:
t = reaction time (sec)
V = travel speed (mph)
G= roadway grade
a - deceleration rate (ft/sec^2)

Stopping Sight Distance - 85th Percentile

		SPEED (MPH)	BRAKE REACTION DISTANCE (FT)	BRAKING DISTANCE (FT)	CALCULATED STOPPING SIGHT DISTANCE (FT)
Direction 1	EB	44	161.7	185.5	347.2
Direction 2	WB	44	161.7	185.5	347.2

INPUTS	Direction 1	Direction 2
Travel Direction	EB	WB
Speed	44	44
Grade	0	0
t	2.5	2.5
a	11.2	11.2

Stopping Sight Distance (SSD) - Source: AASHTO

SSD = Reaction Distance + Brake Distance

Reaction Distance = 1.47 x t x V

Brake Distance = V^2 / (30 x ((a/32.2)+G))

Where:
t = reaction time (sec)
V = travel speed (mph)
G= roadway grade
a - deceleration rate (ft/sec^2)

□ Seasonal/Yearly Growth Data

STATION 307 - WESTBOROUGH - RTE.9 - EAST OF NORTHBOROUGH T.L.

YR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
06	44,301	44,854	50,326	51,170	51,729	52,438	48,052	50,270	50,998	50,194	50,043	*50,032*	49,534
	7%	5%	-2%	-4%	-3%	-1%	10%	4%	-4%	1%	-1%	-6%	0%
07	47,505	47,283	49,268	49,136	*50,000*	*52,000*	*53,000*	52,322	49,031	50,571	49,662	47,007	49,732
	-4%	-2%	-3%	1%	1%	-4%	-8%	-7%	-1%	-3%	-4%	-1%	-3%
08	45,614	46,112	47,829	49,816	*50,518*	*49,936*	*48,629*	48,759	48,531	49,009	47,490	46,696	48,245
	-3%	1%	-3%	-2%	-2%	0%	-2%	-3%	-2%	-1%	0%	2%	-1%
09	44,103	46,434	46,455	49,049	*49,474*	*49,934*	*47,638*	47,056	47,762	48,663	47,379	47,564	47,626
	-1%	0%	2%	0%	0%	1%	-1%	1%	1%	1%	2%	2%	1%
11	43,244	46,150	48,016	48,943	*49,781*	*50,525*	*46,812*	48,234	48,825	49,198	49,151	49,888	48,231
	7%	2%	1%	-1%	1%	-1%	3%	4%	0%	2%	2%	-5%	1%
12	46,381	46,883	48,608	48,662	*50,126*	*49,961*	*48,380*	49,941	48,882	50,056	50,015	47,600	48,791
	0%	-1%	-2%	1%	1%	-9%	3%	-1%	2%	0%	-1%	2%	0%
13	46,393	46,220	47,421	49,359	*50,657*	*45,623*	*49,797*	49,223	49,935	50,021	49,651	48,441	48,562
	1%	1%	2%	1%	1%	6%	0%	1%	0%	1%	1%	1%	1%
16	47,447	47,570	50,342	50,977	*52,259*	*53,476*	*49,724*	50,789	50,057	51,035	51,749	50,442	50,489
Seasonal Adjustment Factor	1.07	1.05	1.01	0.99	0.97	0.97	1.00	0.99	0.99	0.98	0.99	1.01	
(to average month)												**Growth**	**-0.2%**

STATION 3180 - MILFORD - RTE.I-495 - AT MEDWAY T.L.

YR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
06	72,492	71,145	76,347	78,305	80,480	85,728	84,957	89,595	83,740	80,518	79,468	76,386	79,930
	-2%	-1%	-4%	-2%	6%	3%	4%	2%	-1%	2%	-2%	-5%	0%
07	70,749	70,432	73,596	76,751	85,024	88,000	88,401	91,080	83,309	82,221	77,941	72,362	79,989
	-2%	-3%	3%	-1%	-7%	-8%	-4%	-5%	-5%	-3%	-5%	-2%	-4%
08	69,200	68,456	76,000	75,934	79,352	81,166	84,701	86,189	78,778	79,645	73,861	70,747	77,002
	-5%	1%	-8%	1%	-1%	-1%	-1%	1%	6%	0%	2%	3%	0%
09	65,444	69,136	69,739	76,913	78,876	80,700	84,000	86,829	83,273	79,419	75,486	73,169	76,915
	3%	-1%	5%	1%	-1%	7%	4%	4%	0%	4%	3%	3%	3%
10	67,428	68,595	73,544	77,906	77,940	*86,167*	87,728	90,295	83,483	82,244	77,516	75,273	79,010
	-3%	2%	1%	-1%	3%	1%	-1%	-4%	1%	-2%	3%	2%	0%
11	*65,217*	69,804	73,992	77,115	80,458	87,344	86,859	87,108	84,288	80,223	*79,773*	76,729	79,076
	8%	2%	1%	1%	2%	0%	-1%	4%	-1%	3%	0%	-2%	1%
12	70,333	71,280	74,372	78,117	81,707	87,015	85,909	90,589	83,100	82,647	*79,570*	*74,989*	79,969
	-1%	1%	2%	2%	2%	2%	2%	1%	2%	2%	2%	2%	2%
17	66,101	76,457	80,500	85,524	91,188	96,164	93,860	97,247	92,026	92,357	*87,401*	*81,383*	86,684
Seasonal Adjustment Factor	1.17	1.13	1.07	1.02	0.98	0.92	0.92	0.89	0.95	0.97	1.01	1.06	
												Growth	**0.3%**

STATION 6647 - PLAINVILLE - RTE.1 - SOUTH OF RTE.152

YR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
06	16,136	16,177	16,793	16,635	16,763	17,137	16,432	16,995	17,013	17,067	17,113	*17,769*	16,836
	-1%	-2%	3%	2%	7%	4%	3%	2%	-2%	0%	1%	-5%	1%
07	15,944	15,859	17,304	17,030	17,864	17,901	16,906	17,416	16,727	17,138	17,324	16,879	17,024
	-1%	-1%	-3%	-1%	-4%	-4%	-1%	0%	3%	4%	-1%	5%	0%
08	15,821	15,698	16,800	16,942	17,171	17,178	16,746	17,340	17,202	17,760	17,072	17,679	16,951
	1%	4%	2%	4%	5%	7%	7%	5%	5%	3%	7%	8%	5%
09	16,043	16,380	17,174	17,667	17,999	18,392	17,996	18,129	18,133	18,217	18,190	19,022	17,779
	6%	-3%	1%	4%	6%	6%	1%	3%	2%	3%	0%	-9%	2%
13	16,927	15,836	17,405	18,408	19,117	19,419	18,199	18,723	18,472	18,737	18,205	17,328	18,065
	-7%	3%	2%	0%	2%	2%	1%	1%	2%	1%	0%	11%	1%
14	15,736	16,233	17,681	18,472	19,522	19,772.00	18,390	18,870	18,813	18,862	18,248	19,311	18,326
	5%	-6%	-1%	2%	-1%	0%	2%	0%	0%	0%	1%	3%	0%
15	16,524	15,242	17,452	18,866	19,424	19,678.00	18,842	18,863	18,782	18,894	18,426	19,907	18,408
	4%	9%	1%	0%	1%	0%	-1%	0%	-1%	0%	1%	-4%	1%
17	17,706	17,890	17,915	19,029	20,003	19,636.00	18,552	18,745	18,579	18,970	18,705	18,257	18,666
Seasonal Adjustment Factor	*1.09*	*1.10*	*1.03*	*0.99*	*0.96*	*0.95*	*1.00*	*0.98*	*0.99*	*0.98*	*0.99*	*0.97*	
(to average month)												**Growth**	**1.4%**

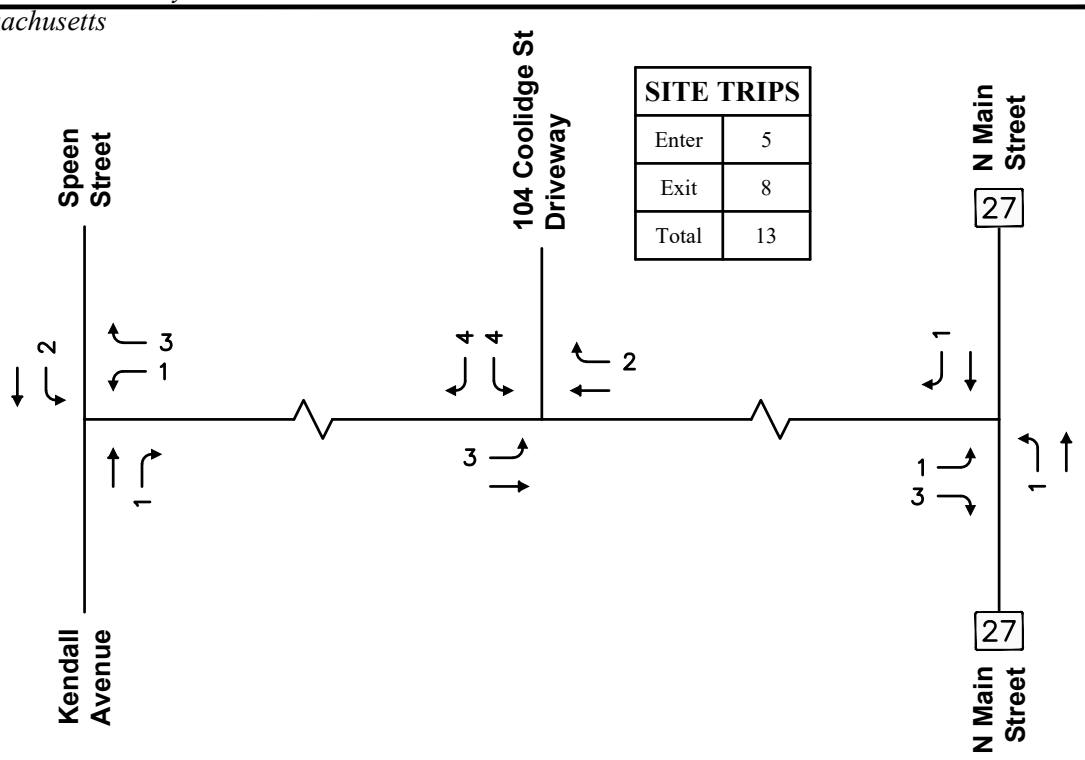
Average	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Seasonal Adjustment Factor	*1.11*	*1.09*	*1.03*	*1.00*	*0.97*	*0.95*	*0.97*	*0.95*	*0.98*	*0.98*	*1.00*	*1.02*
(to average month)												

Average Growth Rate 0.5%

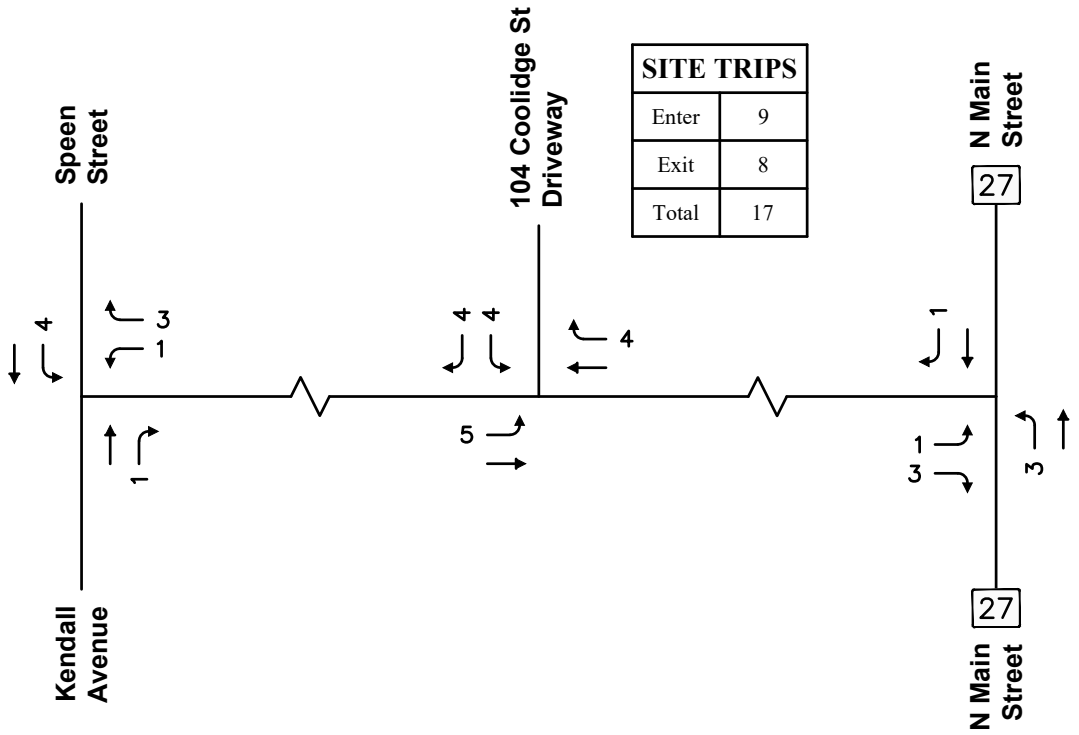
ITALICS = ESTIMATED DATA

MADT

- Background Projects



Weekday Morning Peak Hour



Weekday Evening Peak Hour

Attachment

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers

104 Coolidge Street Trips
Peak Hour Traffic Volumes

Date: September 2020
Dwg No. 1096 TIAS01.dwg
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- Trip Generation

Institute of Transportation Engineers (ITE) 10th Edition
Land Use Code (LUC) 221 - Multifamily Housing (Mid-Rise)

Average Vehicle Trips Ends vs: Dwelling Units
Independent Variable (X): 120

AVERAGE WEEKDAY DAILY

T = 5.44 * X
T = 5.44 * 120
T = 652.80
T = 652 vehicle trips
with 50% (**326** vpd) entering and 50% (**326** vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC

T = 0.36 * X
T = 0.36 * 120
T = 43.20
T = 43 vehicle trips
with 26% (**11** vph) entering and 74% (**32** vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

T = 0.44 * X
T = 0.44 * 120
T = 52.80
T = 53 vehicle trips
with 61% (**32** vph) entering and 39% (**21** vph) exiting.

SATURDAY DAILY

T = 4.91 * X
T = 4.91 * 120
T = 589.20
T = 590 vehicle trips
with 50% (**295** vpd) entering and 50% (**295** vpd) exiting.

SATURDAY MIDDAY PEAK HOUR OF GENERATOR

T = 0.44 * X
T = 0.44 * 120
T = 52.80
T = 53 vehicle trips
with 49% (**26** vph) entering and 51% (**27** vph) exiting.

- Trip Distribution

Journey-to-Work Distribution

US Census Journey-to-Work Data

Residence Town Name	Workplace Town Name	All Workers	% of Total Rounded
Sherborn town Middlesex Co. MA	Sherborn town	408	21%
Sherborn town Middlesex Co. MA	Boston city	333	17%
Sherborn town Middlesex Co. MA	Framingham town	178	9%
Sherborn town Middlesex Co. MA	Natick town	172	9%
Sherborn town Middlesex Co. MA	Newton city	114	6%
Sherborn town Middlesex Co. MA	Wellesley town	97	5%
Sherborn town Middlesex Co. MA	Waltham city	67	3%
Sherborn town Middlesex Co. MA	Holliston town	59	3%
Sherborn town Middlesex Co. MA	Cambridge city	50	3%
Sherborn town Middlesex Co. MA	Marlborough city	41	2%
Sherborn town Middlesex Co. MA	Ashland town	39	2%
Sherborn town Middlesex Co. MA	Chelmsford town	34	2%
Sherborn town Middlesex Co. MA	Needham town	31	2%
Sherborn town Middlesex Co. MA	Woburn city	27	1%
Sherborn town Middlesex Co. MA	Lexington town	21	1%
Sherborn town Middlesex Co. MA	Westford town	19	1%
	Sub-Total	**1,690**	**86%**
	Other	272	14%
	Total	**1,962**	**100%**

Workplace	To/From Routes							
	Speen Street (To/From North)		Kendall Avenue (To/From West)		Route 27 (To/From North)		Route 27 (To/From South)		Total
Sherborn town		0.0%		0.0%		0.0%	100%	20.8%	20.8%
Boston city	100%	17.0%		0.0%		0.0%		0.0%	17.0%
Framingham town		0.0%	100%	9.1%		0.0%		0.0%	9.1%
Natick town	50%	4.4%		0.0%	50%	4.4%		0.0%	8.8%
Newton city	50%	2.9%		0.0%	50%	2.9%		0.0%	5.8%
Wellesley town		0.0%		0.0%	50%	2.5%	50%	2.5%	4.9%
Waltham city	100%	3.4%		0.0%		0.0%		0.0%	3.4%
Holliston town		0.0%		0.0%		0.0%	100%	3.0%	3.0%
Cambridge city	100%	2.5%		0.0%		0.0%		0.0%	2.5%
Marlborough city	50%	1.0%	50%	1.0%		0.0%		0.0%	2.1%
Ashland town		0.0%	50%	1.0%		0.0%	50%	1.0%	2.0%
Chelmsford town	100%	1.7%		0.0%		0.0%		0.0%	1.7%
Needham town		0.0%		0.0%	100%	1.6%		0.0%	1.6%
Woburn city	100%	1.4%		0.0%		0.0%		0.0%	1.4%
Lexington town	100%	1.1%		0.0%		0.0%		0.0%	1.1%
Westford town	100%	1.0%		0.0%		0.0%		0.0%	1.0%
Sub-Total		36.4%		11.1%		11.3%		27.3%	86.1%
Other		5.9%		1.8%		1.8%		4.4%	13.9%
Total		42.3%		12.9%		13.2%		31.7%	100.0%
	SAY	40%		15%		15%		30%	100%

- [ ] Capacity Analysis

Intersection	
Int Delay, s/veh	4.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	103	383	306	234	197	87
Future Vol, veh/h	103	383	306	234	197	87
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	4	8	7	7	6
Mvmt Flow	111	412	329	252	212	94

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	973	455	0	0	581	0
Stage 1	455	-	-	-	-	-
Stage 2	518	-	-	-	-	-
Critical Hdwy	2.8	2	-	-	4.17	-
Critical Hdwy Stg 1	2.8	-	-	-	-	-
Critical Hdwy Stg 2	2.8	-	-	-	-	-
Follow-up Hdwy	2.8	2	-	-	2.263	-
Pot Cap-1 Maneuver	860	1582	-	-	969	-
Stage 1	1072	-	-	-	-	-
Stage 2	1044	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	661	1582	-	-	969	-
Mov Cap-2 Maneuver	661	-	-	-	-	-
Stage 1	1072	-	-	-	-	-
Stage 2	803	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.8	0	6.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	661	1582	969	-
HCM Lane V/C Ratio	-	-	0.168	0.26	0.219	-
HCM Control Delay (s)	-	-	11.5	8.1	9.8	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.6	1	0.8	-

Intersection	
Int Delay, s/veh	12.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	51	389	432	527	162	31
Future Vol, veh/h	51	389	432	527	162	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	1	2	4	3	7
Mvmt Flow	53	405	450	549	169	32

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1634	185	201	0	-	0
Stage 1	185	-	-	-	-	-
Stage 2	1449	-	-	-	-	-
Critical Hdwy	6.42	6.21	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.309	2.218	-	-	-
Pot Cap-1 Maneuver	111	860	1371	-	-	-
Stage 1	847	-	-	-	-	-
Stage 2	216	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	59	860	1371	-	-	-
Mov Cap-2 Maneuver	59	-	-	-	-	-
Stage 1	447	-	-	-	-	-
Stage 2	216	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	34.9	4	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1371	-	59	860	-	-
HCM Lane V/C Ratio	0.328	-	0.9	0.471	-	-
HCM Control Delay (s)	8.9	0	202.4	12.9	-	-
HCM Lane LOS	A	A	F	B	-	-
HCM 95th %tile Q(veh)	1.4	-	4.1	2.6	-	-

Intersection	
Int Delay, s/veh	6.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	193	258	165	87	382	290
Future Vol, veh/h	193	258	165	87	382	290
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	3	2	3	1	1	4
Mvmt Flow	199	266	170	90	394	299

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1302	215	0	0	260	0
Stage 1	215	-	-	-	-	-
Stage 2	1087	-	-	-	-	-
Critical Hdwy	2.8	2	-	-	4.11	-
Critical Hdwy Stg 1	2.8	-	-	-	-	-
Critical Hdwy Stg 2	2.8	-	-	-	-	-
Follow-up Hdwy	2.8	2	-	-	2.209	-
Pot Cap-1 Maneuver	743	1695	-	-	1310	-
Stage 1	1181	-	-	-	-	-
Stage 2	818	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	475	1695	-	-	1310	-
Mov Cap-2 Maneuver	475	-	-	-	-	-
Stage 1	1181	-	-	-	-	-
Stage 2	523	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12	0	5.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	475	1695	1310	-
HCM Lane V/C Ratio	-	-	0.419	0.157	0.301	-
HCM Control Delay (s)	-	-	17.9	7.5	8.9	0
HCM Lane LOS	-	-	C	A	A	A
HCM 95th %tile Q(veh)	-	-	2	0.6	1.3	-

Intersection	
Int Delay, s/veh	13.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	37	421	354	266	492	77
Future Vol, veh/h	37	421	354	266	492	77
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	0	0	1	1	0	0
Mvmt Flow	38	434	365	274	507	79

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1551	547	586	0	-	0
Stage 1	547	-	-	-	-	-
Stage 2	1004	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.11	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.209	-	-	-
Pot Cap-1 Maneuver	126	541	994	-	-	-
Stage 1	584	-	-	-	-	-
Stage 2	357	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	71	541	994	-	-	-
Mov Cap-2 Maneuver	71	-	-	-	-	-
Stage 1	331	-	-	-	-	-
Stage 2	357	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	39.1	6.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	994	-	71	541	-	-
HCM Lane V/C Ratio	0.367	-	0.537	0.802	-	-
HCM Control Delay (s)	10.7	0	103.6	33.4	-	-
HCM Lane LOS	B	A	F	D	-	-
HCM 95th %tile Q(veh)	1.7	-	2.2	7.7	-	-

Intersection	
Int Delay, s/veh	4.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	108	400	317	243	206	90
Future Vol, veh/h	108	400	317	243	206	90
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	4	8	7	7	6
Mvmt Flow	116	430	341	261	222	97

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1013	472	0	0	602	0
Stage 1	472	-	-	-	-	-
Stage 2	541	-	-	-	-	-
Critical Hdwy	2.8	2	-	-	4.17	-
Critical Hdwy Stg 1	2.8	-	-	-	-	-
Critical Hdwy Stg 2	2.8	-	-	-	-	-
Follow-up Hdwy	2.8	2	-	-	2.263	-
Pot Cap-1 Maneuver	845	1574	-	-	951	-
Stage 1	1064	-	-	-	-	-
Stage 2	1034	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	636	1574	-	-	951	-
Mov Cap-2 Maneuver	636	-	-	-	-	-
Stage 1	1064	-	-	-	-	-
Stage 2	779	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.9	0	6.9
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	636	1574	951	-
HCM Lane V/C Ratio	-	-	0.183	0.273	0.233	-
HCM Control Delay (s)	-	-	11.9	8.1	9.9	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.7	1.1	0.9	-

Intersection	
Int Delay, s/veh	15.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	54	406	448	546	168	33
Future Vol, veh/h	54	406	448	546	168	33
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	1	2	4	3	7
Mvmt Flow	56	423	467	569	175	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1695	192	209	0	-	0
Stage 1	192	-	-	-	-	-
Stage 2	1503	-	-	-	-	-
Critical Hdwy	6.42	6.21	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.309	2.218	-	-	-
Pot Cap-1 Maneuver	102	852	1362	-	-	-
Stage 1	841	-	-	-	-	-
Stage 2	203	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 51	852	1362	-	-	-
Mov Cap-2 Maneuver	~ 51	-	-	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	203	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	45.5	4.1	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1362	-	51	852	-	-
HCM Lane V/C Ratio	0.343	-	1.103	0.496	-	-
HCM Control Delay (s)	9	0	287.4	13.3	-	-
HCM Lane LOS	A	A	F	B	-	-
HCM 95th %tile Q(veh)	1.5	-	4.9	2.8	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	6.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	201	270	171	91	400	300
Future Vol, veh/h	201	270	171	91	400	300
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	3	2	3	1	1	4
Mvmt Flow	207	278	176	94	412	309

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1356	223	0	0	270	0
Stage 1	223	-	-	-	-	-
Stage 2	1133	-	-	-	-	-
Critical Hdwy	2.8	2	-	-	4.11	-
Critical Hdwy Stg 1	2.8	-	-	-	-	-
Critical Hdwy Stg 2	2.8	-	-	-	-	-
Follow-up Hdwy	2.8	2	-	-	2.209	-
Pot Cap-1 Maneuver	725	1691	-	-	1299	-
Stage 1	1177	-	-	-	-	-
Stage 2	801	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	447	1691	-	-	1299	-
Mov Cap-2 Maneuver	447	-	-	-	-	-
Stage 1	1177	-	-	-	-	-
Stage 2	494	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.7	0	5.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	447	1691	1299	-
HCM Lane V/C Ratio	-	-	0.464	0.165	0.317	-
HCM Control Delay (s)	-	-	19.8	7.5	9.1	0
HCM Lane LOS	-	-	C	A	A	A
HCM 95th %tile Q(veh)	-	-	2.4	0.6	1.4	-

Intersection	
Int Delay, s/veh	15.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	39	439	370	275	509	81
Future Vol, veh/h	39	439	370	275	509	81
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	0	0	1	1	0	0
Mvmt Flow	40	453	381	284	525	84

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1613	567	609	0	-	0
Stage 1	567	-	-	-	-	-
Stage 2	1046	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.11	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.209	-	-	-
Pot Cap-1 Maneuver	116	527	974	-	-	-
Stage 1	572	-	-	-	-	-
Stage 2	341	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	62	527	974	-	-	-
Mov Cap-2 Maneuver	62	-	-	-	-	-
Stage 1	307	-	-	-	-	-
Stage 2	341	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	48.3	6.3	0
HCM LOS	E		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	974	-	62	527	-	-
HCM Lane V/C Ratio	0.392	-	0.648	0.859	-	-
HCM Control Delay (s)	11.1	0	136.3	40.5	-	-
HCM Lane LOS	B	A	F	E	-	-
HCM 95th %tile Q(veh)	1.9	-	2.8	9.2	-	-

Intersection	
Int Delay, s/veh	4.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	113	413	317	245	210	90
Future Vol, veh/h	113	413	317	245	210	90
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	3	4	8	7	7	6
Mvmt Flow	122	444	341	263	226	97

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1022	473	0	0	604	0
Stage 1	473	-	-	-	-	-
Stage 2	549	-	-	-	-	-
Critical Hdwy	2.8	2	-	-	4.17	-
Critical Hdwy Stg 1	2.8	-	-	-	-	-
Critical Hdwy Stg 2	2.8	-	-	-	-	-
Follow-up Hdwy	2.8	2	-	-	2.263	-
Pot Cap-1 Maneuver	842	1574	-	-	950	-
Stage 1	1064	-	-	-	-	-
Stage 2	1031	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	631	1574	-	-	950	-
Mov Cap-2 Maneuver	631	-	-	-	-	-
Stage 1	1064	-	-	-	-	-
Stage 2	772	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	7
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	631	1574	950	-
HCM Lane V/C Ratio	-	-	0.193	0.282	0.238	-
HCM Control Delay (s)	-	-	12.1	8.2	10	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.7	1.2	0.9	-

Intersection	
Int Delay, s/veh	17.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	59	415	451	546	168	35
Future Vol, veh/h	59	415	451	546	168	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	1	2	4	3	7
Mvmt Flow	61	432	470	569	175	36

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1702	193	211	0	-	0
Stage 1	193	-	-	-	-	-
Stage 2	1509	-	-	-	-	-
Critical Hdwy	6.42	6.21	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.309	2.218	-	-	-
Pot Cap-1 Maneuver	101	851	1360	-	-	-
Stage 1	840	-	-	-	-	-
Stage 2	202	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 50	851	1360	-	-	-
Mov Cap-2 Maneuver	~ 50	-	-	-	-	-
Stage 1	416	-	-	-	-	-
Stage 2	202	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	53.5	4.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1360	-	50	851	-	-
HCM Lane V/C Ratio	0.345	-	1.229	0.508	-	-
HCM Control Delay (s)	9	0	$ 334.7	13.5	-	-
HCM Lane LOS	A	A	F	B	-	-
HCM 95th %tile Q(veh)	1.6	-	5.6	2.9	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	449	508	5	14	18
Future Vol, veh/h	6	449	508	5	14	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	488	552	5	15	20

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	557	0	-	0	1057	555
Stage 1	-	-	-	-	555	-
Stage 2	-	-	-	-	502	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1014	-	-	-	249	531
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	608	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1014	-	-	-	247	531
Mov Cap-2 Maneuver	-	-	-	-	247	-
Stage 1	-	-	-	-	570	-
Stage 2	-	-	-	-	608	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	16.3
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1014	-	-	-	353
HCM Lane V/C Ratio	0.006	-	-	-	0.099
HCM Control Delay (s)	8.6	0	-	-	16.3
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection	
Int Delay, s/veh	7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	204	278	171	96	413	300
Future Vol, veh/h	204	278	171	96	413	300
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	3	2	3	1	1	4
Mvmt Flow	210	287	176	99	426	309

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1387	226	0	0	275	0
Stage 1	226	-	-	-	-	-
Stage 2	1161	-	-	-	-	-
Critical Hdwy	2.8	2	-	-	4.11	-
Critical Hdwy Stg 1	2.8	-	-	-	-	-
Critical Hdwy Stg 2	2.8	-	-	-	-	-
Follow-up Hdwy	2.8	2	-	-	2.209	-
Pot Cap-1 Maneuver	715	1689	-	-	1294	-
Stage 1	1176	-	-	-	-	-
Stage 2	791	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	430	1689	-	-	1294	-
Mov Cap-2 Maneuver	430	-	-	-	-	-
Stage 1	1176	-	-	-	-	-
Stage 2	476	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.3	0	5.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	430	1689	1294	-
HCM Lane V/C Ratio	-	-	0.489	0.17	0.329	-
HCM Control Delay (s)	-	-	21.1	7.6	9.1	0
HCM Lane LOS	-	-	C	A	A	A
HCM 95th %tile Q(veh)	-	-	2.6	0.6	1.5	-

Intersection	
Int Delay, s/veh	17.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	42	446	379	275	509	86
Future Vol, veh/h	42	446	379	275	509	86
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	50	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	97	97	97	97	97	97
Heavy Vehicles, %	0	0	1	1	0	0
Mvmt Flow	43	460	391	284	525	89

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1636	570	614	0	-	0
Stage 1	570	-	-	-	-	-
Stage 2	1066	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.11	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.209	-	-	-
Pot Cap-1 Maneuver	112	525	970	-	-	-
Stage 1	570	-	-	-	-	-
Stage 2	334	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	58	525	970	-	-	-
Mov Cap-2 Maneuver	58	-	-	-	-	-
Stage 1	298	-	-	-	-	-
Stage 2	334	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	53.4	6.5	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	970	-	58	525	-	-
HCM Lane V/C Ratio	0.403	-	0.747	0.876	-	-
HCM Control Delay (s)	11.2	0	165.3	42.9	-	-
HCM Lane LOS	B	A	F	E	-	-
HCM 95th %tile Q(veh)	2	-	3.2	9.7	-	-

Intersection	
Int Delay, s/veh	0.5

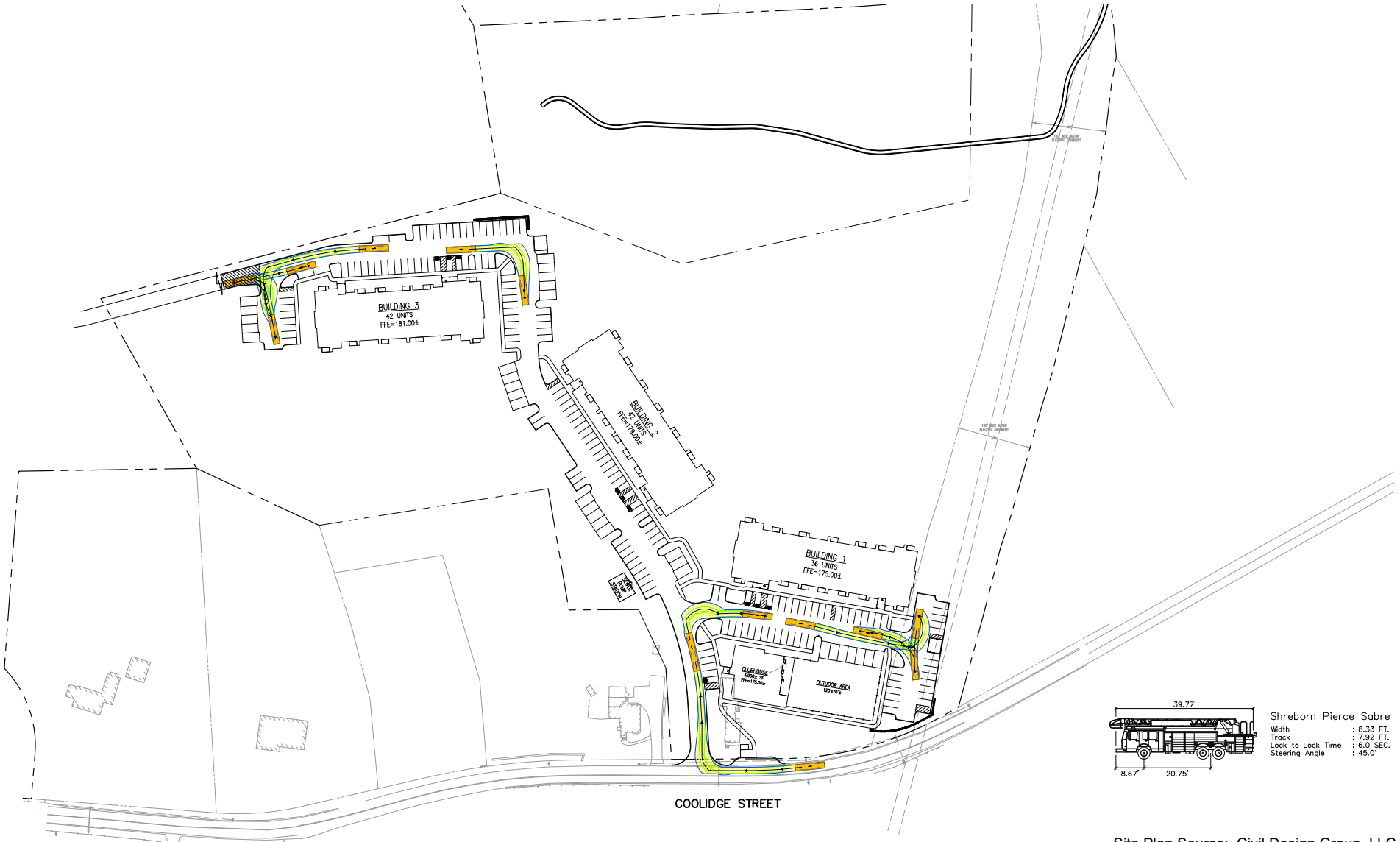
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	18	491	471	14	10	11
Future Vol, veh/h	18	491	471	14	10	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	534	512	15	11	12

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	527	0	-	0	1094	520
Stage 1	-	-	-	-	520	-
Stage 2	-	-	-	-	574	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1040	-	-	-	237	556
Stage 1	-	-	-	-	597	-
Stage 2	-	-	-	-	563	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1040	-	-	-	231	556
Mov Cap-2 Maneuver	-	-	-	-	231	-
Stage 1	-	-	-	-	581	-
Stage 2	-	-	-	-	563	-

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	16.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1040	-	-	-	333
HCM Lane V/C Ratio	0.019	-	-	-	0.069
HCM Control Delay (s)	8.5	0	-	-	16.6
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

□ AutoTURN® Analysis



Site Plan Source: Civil Design Group, LLC

MDM TRANSPORTATION CONSULTANTS, INC.
Planners & Engineers
28 Lord Road, Suite 280
Marlborough, MA 01752

Scale: As Noted
DWG No. 1096 Fig 2-Autoturn-Sight Dist (10-12-2020).dwg

Date: October 2020
Project No. 1096

Proposed Development
Sherborn, Massachusetts

SCALE
0 30 60 120 180 FEET

Exhibit 1
Autoturn Analysis
Sherborn Ladder Truck

Exhibit 10

List of Waivers

Applicant: Baystone Sherborn, LLC
Project: Coolidge Crossing

LIST OF WAIVERS

As required under 760 CMR 56.05(2)(h), the following is a list of Waivers to "Local Requirements and Regulations," including waivers to assist the permit granting authority in analyzing the project and assessing the likely impact on the community. Such local regulations include the Sherborn General Bylaw, ("General Bylaw"), the Zoning Bylaw of the Town of Sherborn (including changes made at the 2019 ATM), and other Local Requirements and Regulations as defined under Section 56.02 of the Chapter 40B Regulations (760 CMR 56.00 et seq.), including local legislative, regulatory, or other actions which are more restrictive than state requirements, if any, including local zoning and wetlands ordinances, and other local rules, codes, and regulations, in each case which are in effect on the date of the Project's application to the Board.

In addition to the following list of requested Waivers listed below, the Applicant requests an exception from each and every provision or requirement of all Local Requirements and Regulations issued by a "Local Board" (defined under the Chapter 40B Regulations as meaning any local board or official, including, but not limited to any board of survey; board of health; planning board; conservation commission; historical commission; water, sewer, or other commission or district; fire, police, traffic, or other department; building inspector or similar official or board; city council, as well as all boards, regardless of their geographical jurisdiction or their source of authority [that is, including boards created by special acts of the legislature or by other legislative action] if such local board perform functions usually performed by locally created boards) with which any aspect of its Comprehensive Permit Application, including but not limited to its proposed site development plans and any other information hereinafter submitted to the Board, is inconsistent.

** Pursuant to 760 CMR 56.00 (the "Chapter 40B Rules") specifically described under 760 CMR 56.05(7), "zoning waivers are required solely from the "as-of-right" requirements of the zoning district where the project site is located; there shall be no requirement to obtain waivers from the special permit requirements of the district. Accordingly, any waivers which reference special permit requirements are included only for illustration purposes.

ZONING BY-LAWS OF THE TOWN OF SHERBORN, MASSACHUSETTS (ZONING BYLAW) (Revised through 2019 ATM)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Section 1.5	Definitions	Definition of "Multi-Dwellings"/"Multi-Dwelling Buildings"	Section 1.5(26) defines "Multi-Dwellings" or "Multi-Dwelling Buildings" as prohibited in all districts except EA District" and requires such comply with Section 5.6 or 5.7	Waived to permit multi-dwelling structures within Project Site, presently zoned as Residence A. Waive compliance of Sections 5.6 and/or 5.7, as stated within definition of Section 1.5.
Section 1.6	Prohibited Uses	Applicability of Use Regulations	Any building, structure, sign or any use of any building, structure or premises not expressly allowed, permitted or exempted by Bylaw is prohibit	Waived to permit multifamily residential uses and structures, together with accessory uses thereto, including without limitation clubhouse, gym, pool, and management/leasing office and to allow up to one model apartment for leasing purposes. Such principal and accessory uses, structures and signage to be governed by Comprehensive Permit.
Section 3.1	Basic Requirements	Use Regulations	Except as permitted by Section 3.4, no building, structure or land shall be adapted, constructed or used for any purpose or in any manner other than as permitted and set forth in Section 3.2 (Schedule of Use Regulations).	Waived to permit construction and use of 120 units of rental housing within three multifamily buildings, together with accessory uses, including without limitation clubhouse, gym, pool, and management/leasing office and to allow up to one model apartment for leasing purposes. Such principal and accessory uses, structures and signage to be governed by Comprehensive Permit.

ZONING BY-LAWS OF THE TOWN OF SHERBORN, MASSACHUSETTS (ZONING BYLAW) (Revised through 2019 ATM)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Section 3.2 - Table of Use Regulations	Table of Use Regulations	Uses allowed as of right within Residence A District	Under Table, Apartment use is "permissible;" Multi-Dwellings are Prohibited; and Low or Moderate Income Apartment use is Permissible	Waived to allow, as of right, 120 rental units housed within three Multifamily Dwellings, together with accessory uses of clubhouse, gym, pool, on-site management office, and to allow up to one model apartment for purposes of leasing apartment units. Such principal and accessory uses, structures and signage to be governed by Comprehensive Permit.

ZONING BY-LAWS OF THE TOWN OF SHERBORN, MASSACHUSETTS (ZONING BYLAW) (Revised through 2019 ATM)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Sections, 4.1/ 4.2	Schedule of Dimensional Regulations	Dimensional Regulations Per Zoning District	Per Section 4.1: Except as provided in Section 4.4, every lot shall conform to the dimensional requirements set forth in Section 4.2 and 4.3, and no building or structure, except fences six (6) feet or less in height, in any district shall be built, located, enlarged or structurally altered which does not conform to such dimensional requirements. Section 4.2 sets out the regulations for each district are specified in the Schedule of Dimensional Regulations, including the below maximum height regulation for the Residence A District: Min. Lot Area: 1 Acre Min. Frontage: 150 ft. Min Lot Width: 150 ft. Lot Depth: N/A Min Front Yard: 60 ft Min. Side Yard: 60 ft. Min. Rear Yard: 30 ft. Max. # of Stories: 2.5 story - Max. Bldg Height: 35 ft Max. Bldg Area: N/A Min. Open Space: N/A	Waived. Dimensional and density regulations to conform to the Residence A dimensional regulations except as shown on Project Plans, including waiver of building height Project Plans include following dimensional features: Min. Lot Area: 1 Acre – No waiver Min. Frontage: 150 ft. – No waiver Min Lot Width: 150 ft. – No waiver Lot Depth: 950+ ft. – No waiver Min Front Yard: 60 ft – No waiver Min. Side Yard: 60 ft. – No waiver Min. Rear Yard: 30 ft. – No waiver Max. # of Stories: 2.5 story -Waive - Max. Bldg Height: 35 ft - Waive Max. Bldg Area: 10%+/- Bldg coverage; 26% +- total (Bldg. and impervious surface) – No waiver Min. Open Space: N/A – No waiver

ZONING BYLAW FOR THE TOWN OF SHEBORN, MASSACHUSETTS (CONT'D)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Section 4.3.6	Number and Location of Dwellings on One Lot	Restricts number and location of dwellings (including accessory structures) on a lot.	States that the number of dwellings on a lot shall be that sufficient land area exists to form a separate lot which is in conformity with the regulations.	Waived to allow 120 apartments, located within three buildings on the 15.2± acre parcel. Approximate density of 7.9 units/acre.
Section 5.1.3	Parking Area Plans	Requires Planning Board approval of parking areas	Requires submittal to Planning Board for approval, prior to issuance of building permit or a use permit, a plan of proposed parking facilities showing area and dimensions of lot, locations, areas and sizes of buildings, maximum area of buildings to be used for selling, offices and other uses, maximum number of employees to be accommodated at one time, maximum seating and/or sleeping capacity where applicable.	Waived. Parking areas to be as depicted on Project Plans and as provided within the Comprehensive Permit.
Sections 5.2.3/5.2.6	Regulations for Signs in Residence District	Regulates signage in residential districts.	Permits only one permanent ground sign and building sign, subject to certain size limits (i.e., ground sign: 2x6 feet; building sign 1x5 feet); also restrictions on temporary signs	Waived to allow signage on each of three buildings; and in sizes consistent with sizes presented to Board on project plans; also waived to allow temporary signs during construction and initial lease up of greater number/size than described in Section 5.2.6(c); and waived to allow monument sign/project identification signage at entrance together with directional signage within project site.

ZONING BYLAW FOR THE TOWN OF SHEBORN, MASSACHUSETTS (CONT'D)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Section 6.1	General Authority and Conditions	General Authority and Conditions	As required by Chapter 40A of the General Laws, this Zoning By-Law provides for specific types of uses which are only permitted in specific districts upon the granting of a special permit by the Special Permit Granting Authority (hereinafter referred to as the Authority) in the manner provided herein.	To the extent applicable, waived. Pursuant to 760 CMR 56.00 (the "Chapter 40B Rules"), at 760 CMR 56.05(7), zoning waivers are required solely from the "as-of-right" requirements of the zoning district where the project site is located; there shall be no requirement to obtain waivers from the special permit requirements of the district. .

ZONING BYLAW FOR THE TOWN OF SHEBORN, MASSACHUSETTS (CONT'D)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Section 7.0	Procedure and Coordination		1. All applications for the construction, reconstruction, alteration, repair, demolition, removal or change in use or occupancy of buildings and structures shall be submitted to the Building Commissioner in accordance with the State Building Code 780 CMR. 2. Such applications for a new structure or the expansion of an existing structure shall be accompanied by either a) an Order of Conditions issued by the Sherborn Conservation Commission (or a Superseding Order of Conditions from the Massachusetts Department of Environmental Protection) or b) a Negative Determination of Applicability issued by the Sherborn Conservation Commission or its Agent. See M.G.L. Chapter 131, Section 40. 3. If the application is for a new structure, or the expansion of an existing structure, or the renovation of an existing dwelling the application shall be accompanied with an approval from the Board of Health with respect to the on-site septic or a notation from the Board of Health or its administrative staff, that no further Board of Health action is required. See Rules and Regulations of the Sherborn Board of Health.	Waived, to the extent that the provisions of Section 7 conflict with M.G.L.c.40B and its regulations at 760 CMR 56.00. In the event of a conflict between the requirements of this section and Ch. 40B and its regulations, the latter shall control. Upon issuance of a Comprehensive Permit, any proposed modifications, amendments or revision would adhere to process detailed within Chapter 40B regulations.

GENERAL BYLAWS OF THE TOWN OF SHERBORN (Including amendments of 2019 ATM)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Chapter 22	Driveways	Sections 1	Section 1.No driveway shall be constructed or substantially altered at the point of intersection with a public street unless a written permit is obtained from the Director of DPW in accordance with rules and regulations adopted by the Select Board. No provision of these rules and regulations shall operate so as to prevent construction on any lot on which such construction would otherwise be permitted. No foundation or building permit shall be issued for the construction of a new dwelling unless such driveway permit has first been obtained. The Director of DPW may impose such conditions in said permit as will reasonably protect said streets or private ways from damage or obstruction as a result of said construction or substantial alteration.	Waived in entirety. Project is to be developed in accordance with Project Plans and governed by Comprehensive Permit decision, and subject to technical review of plans to ensure conformance with project plans.

GENERAL BYLAWS OF THE TOWN OF SHERBORN (Including amendments of 2019 ATM)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Chapter 22, Section 2	Driveways, Section 2	Includes minimum standards for driveways in Sherborn greater than 500 feet in length/maximum grades and minimum radii	Where a new driveway or a driveway for a new dwelling will exceed 500 feet in length from a public street or private way to any dwelling located on any lot, said driveway shall meet the following minimum standards: a. Minimum Width - fourteen feet (14') with a minimum 10" gravel base and a top surface of either gravel or bituminous concrete or combination b. Minimum Weight Bearing - The Director of DPW shall approve the minimum weight bearing capacity as certified by a Registered Professional Engineer of all such driveways at such locations where driveway consists of a bridge or located under it any culverts or pipes for the purpose of water flow. c. Vertical Clearances - 15½ feet. d. Turnaround - maintained turnaround area or circular turnaround, in proximity to the dwelling as may be approved by the Director of DPW. e. Maximum Grades and Minimum Radii - driveway shall be constructed with maximum grade slopes of no more than 8% and minimum turning radii of not less than 40 feet. f. Other Conditions - Applicants for driveway permits shall submit suitable plans to the Director of DPW for approval, who may impose such conditions in said permit as will reasonably assure access to and from said public street or private way to any dwelling built on the property of the applicant for the purpose of assuring access to such structures of all public safety services. g. Waivers - DPW Director shall waive any of the requirements upon written request by the Planning Board.	Waived in entirety; to be governed by Project Plans and Comprehensive Permit decision. Specific design waiver, to the extent applicable, on portion of driveway which is emergency access connector (10% grade) between project and adjacent EA project. NB: no dwellings are on that portion of driveway; proposed grade at emergency access connector is allowed by NFPA fire access road standards.

GENERAL BYLAWS OF THE TOWN OF SHERBORN (Including amendments of 2019 ATM)				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Chapter 25	Comprehensive Stormwater Management Bylaw	Regulates discharges to the MS4 system to protect water bodies and groundwater, health, safety, environment.	4.2 Permitted Non-Stormwater Discharges A limited category of non-stormwater discharges are only allowed with a permit from the Director of DPW. Such permits may be granted only following an examination of potential alternatives and a finding by the Director that there is no viable alternative. These categories are: a. Uncontaminated pumped ground water b. Foundation drains c. Water from crawl space pumps d. Footing drains . 4.4 Land Disturbance No person shall undertake construction activity that requires (a) Planning Board review (including new subdivisions, special permits for multi-family development, and site plan review for new commercial/industrial development or redevelopment), (b) a Building Permit (such as new single family residential development or redevelopment), or (c) utility line work, AND if the activity will disturb or alter one acre or more of land, without obtaining a Stormwater Management Permit (SMP) from the Planning Board.	Waived in entirety. Stormwater will be managed in accordance with MassDEP Stormwater Policy and Technical Guidance, unless otherwise exempt. Stormwater also to be managed in accordance with USEPA Stormwater Construction Permit for Massachusetts. . .

TOWN OF SHERBORN – BOARD OF HEALTH REGULATIONS				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Part III, Sections 3.1 and 14	Environmental Health Impact Report/Scope	Report when greater than 10 dwelling units proposed.	Projects greater than 10 dwelling units, to submit an Environmental Health Impact Report to Board of Health	Waived. All review by Zoning Board under Chapter 40B; as project requires no onsite water or sewer, impacts to drainage/stormwater to be addressed in civil engineering plans and within peer review.
Part III, Section12.1	Drainage	Drainage detail	Limit on stormwater runoff change of more than/less than 10% for volume of runoff or total rate of runoff for subdivisions/projects.	To extent applicable (project is not subdivision):waive. Proposed project to adhere to MassDEP stormwater and stormwater mitigation standards
Part III, Section 12.5	Drainage	Drainage and soil permeability	Soil infiltration rates measured by in-situ field bore hole tests.	Waived; project to utilize infiltration rate design methods as outlined in the MassDEP stormwater and stormwater mitigation standards.

TOWN OF SHERBORN WETLAND REGULATIONS				
BY-LAW/REG.	TITLE	DESCRIPTION	REQUIRED	PROPOSED
Chapter 17 and Sherborn Wetland Protection Regulations	General Wetlands Bylaw	Local Wetlands Protection Bylaw and Regulations	Procedures, jurisdictional requirements, applications, fees and costs, regulations and enforcement	Waived. Project to be governed by a wetlands Order of Conditions pursuant to M.G.L. c.131, §40 and its regulations at 310 CMR 10.00 et seq.
Sherborn Wetland Regulations, Section 5.2	No Alteration Zone	Disturbance within inner buffer zone is presumptive to create adverse effects to protected interests.	Establishes a 50-foot no alter zone (i.e., the inner buffer zone).	Waived. As shown on project plans, allow site disturbance and construction within inner buffer zone (50 foot buffer) for grading, drainage and utilities. Waived to also allow post construction, maintained landscaping/lawn areas within inner buffer as shown on project plans. Project includes no structure within 50 foot buffer.

Exhibit 11

Certificate of Organization

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001422480

1. The exact name of the limited liability company is: BAYSTONE SHERBORN, LLC

2a. Location of its principal office:
No. and Street: 21 CENTER STREET
City or Town: WESTON State: MA Zip: 02493 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 21 CENTER STREET
City or Town: WESTON State: MA Zip: 02493 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS ENGAGING IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER THE ACT, INCLUDING ACQUIRING, OWNING, DEVELOPING, CONSTRUCTING, REHABILITATING, RENOVATING, IMPROVING, MAINTAINING, FINANCING, RE-FINANCING, MANAGING, OPERATING, LEASING, SELLING, CONVEYING, EXCHANGING, ASSIGNING, MORTGAGING, AND OTHERWISE DEALING WITH REAL ESTATE, AND INTERESTS IN REAL ESTATE, DIRECTLY OR INDIRECTLY, THROUGH JOINT VENTURES, LIMITED LIABILITY COMPANIES, PARTNERSHIPS OR OTHER ENTITIES, AND ENGAGING IN ANY AND ALL ACTIVITIES NECESSARY, ADVISABLE, CONVENIENT OR INCIDENTAL THERETO.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: ROY S. MACDOWELL III
No. and Street: 21 CENTER STREET
City or Town: WESTON State: MA Zip: 02493 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ROY S. MACDOWELL III	21 CENTER STREET WESTON, MA 02493 USA
MANAGER	TODD S. MACDOWELL	21 CENTER STREET WESTON, MA 02493 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ROY S. MACDOWELL III	21 CENTER STREET WESTON, MA 02493 USA
SOC SIGNATORY	TODD S. MACDOWELL	21 CENTER STREET WESTON, MA 02493 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROY S. MACDOWELL III	21 CENTER STREET WESTON, MA 02493 USA
REAL PROPERTY	TODD S. MACDOWELL	21 CENTER STREET WESTON, MA 02493 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of January, 2020,
ROY S. MACDOWELL III

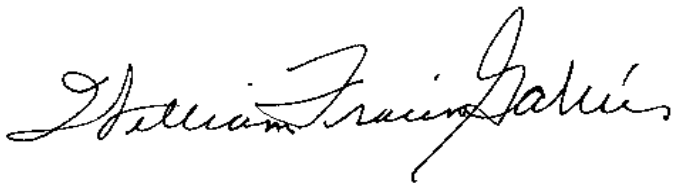
(The certificate must be signed by the person forming the LLC.)

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THE COMMONWEALTH OF MASSACHUSETTS

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

January 27, 2020 02:40 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth