Exhibit A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 20th day of August, 2018, by and between [redacted] ("**Seller**"), and [redacted] ("**Buyer**"), pursuant to which Seller agrees to sell and Buyer agrees to buy, upon the terms hereinafter set forth, the property described in Section 1 below.

1. DESCRIPTION

The land commonly known as and numbered 60 Maple Street, Mansfield, MA, together with all buildings (including, without limitation, a warehouse facility containing approximately 226,682 square feet of space), improvements, fixtures and personal property owned by Seller and situated thereon, and all personal property, rights, plans, specifications, privileges, permits, approvals, licenses, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, easements or rights-of-way, Seller's interest in and to all licenses, permits and approvals with respect to the property, Seller's interest in all warranties or guaranties relating to the foregoing, all of Seller's rights in all leases and other occupancy agreements, and any amendments, modifications, assignments or material agreements relating thereto, covering any portion of the Property (the "**Leases**") including Seller's rights to any tenant deposits required to be held by Seller pursuant to the Leases (the "**Tenant Deposits**"), all of Seller's rights in all service contracts that Buyer elects to retain, and all of Seller's right, title and interest, if any, in all intangible assets of any nature (collectively, the "**Premises**" or the "**Property**"). For Seller's title to the Property, see deed filed with the North Bristol Registry District of the Land Court as Document #99237. The legal description of the Property is attached hereto as **Exhibit A-1**.

2. AS IS

Except as may be expressly set forth in this Agreement, the Property is sold "As Is". Notwithstanding the foregoing, nothing set forth in this Section 2 shall be construed to affect or impair any rights or remedies that Buyer may have against Seller on account of any obligation of Seller hereunder (but only to the extent expressly provided in this Agreement and the documents and instruments to be delivered to Buyer at Closing).

3. TITLE DEED

The Premises are to be conveyed by a good and sufficient Massachusetts quitclaim deed, running to Buyer, or to the assignee or nominee designated by Buyer by written notice to Seller at least five (5) days before the deed is to be delivered as herein provided (but only so long as such assignee or nominee is a Permitted Assignee, as defined in Section 20, below), and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) Provisions of existing building and zoning laws;

(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

(c) Any liens for municipal betterments first becoming due after the date of this Agreement; and

(d) the Permitted Exceptions (as defined in Section 25, below).

It is understood and agreed by the parties that the Property shall not be in conformity with the provisions of the Agreement unless: (a) all buildings, structures and improvements on the Property, including but not limited to any driveways and garages, and all means of access to the Property, shall be located completely within the boundary lines of the Property and shall not encroach upon or under the property of any other person or entity; (b) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the Property; (c) the Property shall abut or have legal access to a public way; (d) all utilities servicing the building are connected directly to the Property from a public way or shall be provided by way of an easement or easements; and (e) title to the Property is insurable, for the benefit of Buyer or its nominee, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form of policy and exceptions permitted pursuant to this Section 3.

4. PLANS

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

5. PURCHASE PRICE

(a) The purchase price to be paid by Buyer to Seller for the Property is $[redacted] (the "**Purchase Price**"), which Purchase Price is to be payable in the following manner:

$500,000	to be paid as a deposit within two (2) business days following Buyer's and Seller's execution of this Agreement (the "**Initial Deposit**"), which shall be paid to Stewart Title Guaranty Company, as escrow agent (the "**Escrow Agent**");
$250,000	to be paid as an additional deposit (the "**Additional Deposit**," and, collectively with the Initial Deposit the "**Deposit**") not later than two (2) business days following the expiration of the Due Diligence Period (unless Buyer effectively exercises its right to terminate this Agreement pursuant to Section 25, below), which shall be paid to the Escrow Agent; and

$[redacted] to be paid at the Closing (as defined below), in the manner described in Section 5(c), below.

(b) The Deposit shall be held by the Escrow Agent in accordance with the terms of this Agreement. At Closing, the Deposit shall be credited toward satisfaction of the Purchase Price. The duties and responsibilities of the Escrow Agent are set forth in **Exhibit A**, which provisions are hereby incorporated into this Agreement. The Deposit shall be held in an interest-bearing account. Accrued interest shall be paid to (and shall be the property of) the party to which the Deposit is released; provided, however, that if the transaction contemplated hereby is completed, such interest shall be credited toward satisfaction of the Purchase Price.

(c) On the Closing Date (as defined below), Buyer shall pay the Purchase Price, less the Deposit and subject to the adjustments and pro rations described in Section 14 below, in immediately available U.S. funds by wire transfer or transfers of funds as shall be directed by Seller.

6. TIME FOR PERFORMANCE; DELIVERY OF DEED; OTHER DATES

The closing shall occur on the 90th day following the date of expiration of the Due Diligence Period (the "**Closing**" or the "**Closing Date**"); provided, however, that Seller may advance the Closing Date to an earlier date established by not less than thirty-five (35) days' notice to Buyer (provided, however, that the Closing Date shall in no event be earlier than the 30th day following the date of expiration of the Due Diligence Period). The Closing shall be conducted by the Escrow Agent, (pursuant to an escrow gap closing whereby Seller shall execute a standard "gap" affidavit). Time is of the essence of this Agreement.

In the event that any date specified under this Agreement falls on a Saturday, Sunday or legal holiday, then such date shall automatically be deemed to have been extended to the next business day.

7. POSSESSION AND CONDITION OF PREMISES

Full possession of the Premises, free of all tenants and occupants except pursuant to the Leases (as provided below), is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they are in as of the date of expiration of the Due Diligence Period, (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Section 3 hereof. Buyer shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If 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 Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) calendar days. Such reasonable efforts shall not require the expenditure of more than $100,000, including attorneys' fees (but exclusive of amounts

required in order to discharge any lien (including any mortgage or other lien) voluntarily created by Buyer).

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

(a) Subject to Buyer's rights under Section 10 hereof, if, at the expiration of the extended time, Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then the Deposit shall be forthwith refunded and, except for items which are described herein as surviving the termination of this Agreement, all other obligations of the parties hereto shall cease and this Agreement shall be void without further recourse to the parties hereto. Notwithstanding anything to the contrary contained in this Agreement, in the event any condition set forth in Section 26 fails due to a breach or default by Seller under this Agreement, the provisions of Section 9(b) below shall apply and any termination of this Agreement by Buyer shall not constitute a waiver, release or discharge of any breach or default by Seller that has occurred in Seller's performance of Seller's obligations, agreements, covenants or warranties contained in this Agreement. For the purpose of this Section 9(a) and Section 9(b), below, a breach or default by Seller shall be deemed to have occurred only if Seller willingly fails or refuses to perform an obligation of Seller hereunder. For example, (i) if a condition governed by Section 8, above, occurs and such condition is not remedied, such failure to remedy shall be deemed to be a breach or default by Seller only if Seller fails or refuses to attempt to to remedy the condition, to the extent required in Section 8; and (ii) if the conditions set forth in Section 26 are not satisfied because Seller does not deliver one or more Tenant Estoppel Certificates or SNDAs, such condition shall be deemed to be a breach or default by Seller only if Seller failed to request and diligently pursue an estoppel certificate and an SNDA from the tenant(s) for which a Tenant Estoppel Certificate and/or an SNDA is not delivered by Seller.

(b) If Seller breaches or defaults in the performance of any of its obligations under this Agreement, then Buyer, as its sole and exclusive remedy at law or in equity for such failure, may either: (i) terminate this Agreement by written notice to Seller and Escrow Agent given prior to or on the Closing Date, whereupon Escrow Agent shall pay the Deposit to Buyer, and if, but only if, the Closing does not occur as a result of Seller's intentional and willful failure to close, then Buyer may also seek to recover as damages the out of pocket costs and expenses incurred by Buyer in connection with this Agreement and the transaction contemplated hereby (not to exceed $50,000), or (ii) enforce specific performance of Seller's obligations under this Agreement. Notwithstanding the foregoing, if specific performance is not available as a remedy to Buyer due to the actions of Seller, and Buyer is not in default and has performed all obligations required of Buyer under this Agreement (other than Closing due to the willful acts of Seller), Buyer may pursue all remedies available at law or in equity, without limitation.

10. BUYER'S ELECTION TO ACCEPT TITLE

Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Premises in its then condition and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall

have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Premises to their former condition, either:

(a) pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance with a credit to Buyer for the amount of any deductible, all reduced by any amounts reasonably expended by Seller for any partial restoration, or

(b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to 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 with a credit to Buyer for the amount of any deductible, all reduced by any amounts reasonably expended by Seller for any partial restoration.

11. ACCEPTANCE OF DEED

The acceptance and recording of the deed by Buyer or its nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except for those matters that are expressly identified as surviving the Closing and delivery of the deed.

12. USE OF MONEY TO CLEAR TITLE

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 institutional mortgages, provided that all instruments so procured are recorded within a reasonable time thereafter in accordance with customary conveyancing practice in Massachusetts.

13. INSURANCE

Seller represents that, until the Closing Date (as the same may be extended pursuant to the terms of this Agreement), it will continue to maintain the insurance shown on the certificate of insurance annexed hereto as **Exhibit B**.

14. ADJUSTMENTS

Real estate taxes and assessments, utility costs including, but not limited to, gas, electric and other expenses affecting the Premises, prepaid rents and the Tenant Deposits shall be prorated between Buyer and Seller as of the Closing Date (for which purposes Buyer shall be deemed to have acquired title to the Premises at 12:01 AM on the Closing Date). Without limitation, the following expenses shall be credited to Buyer: (i) reimbursements payable to tenants under the Leases on account of improvements performed by such tenants, and (ii) rent credits payable under the Leases. If any expenses attributable to the Premises and allocable to the period prior to the Closing are discovered or billed after the Closing, the parties shall make any necessary adjustment after the Closing by payment to the party entitled thereto, so that Seller shall have borne all expenses allocable to the period prior to the Closing and Buyer shall bear all expenses allocable to the period from and after the Closing. All pro rations shall be made on the

basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. The provisions of this Section shall survive the Closing for a period of six (6) months.

If, following the Closing Date, Buyer receives rent from a particular tenant, such rent shall be applied first toward satisfaction of the rent due for the month in which the same is paid, and the remainder (if any) shall be applied toward the oldest outstanding rent owed by such tenant. In such case, Buyer shall pay over to Seller any portion of the rent received which is allocable to rent outstanding as of the Closing Date. The provisions of this paragraph shall survive the delivery of the deed.

The parties recognize that tenants of the Property make estimated payments on account of operating expenses and real estate taxes ("**Estimated Payments**"), with a final reconciliation of the tenants' obligations following the end of each calendar year. At the Closing, Seller will provide a statement of (i) operating expenses and real estate taxes incurred by Seller on account of calendar year 2018 and (ii) Estimated Payments received from tenants on account of calendar year 2018. Any Estimated Payments which Seller receives from tenants on account of calendar year 2018 shall be applied to reimburse Seller for operating expenses and real estate taxes incurred by Seller on account of calendar year 2018. The remainder of such Estimated Payments shall be credited in favor of Buyer. If the amount of Estimated Payments which Seller receives from tenants on account of calendar year 2018 is less than operating expenses and real estate taxes incurred by Seller on account of calendar year 2018, then, following the close of calendar year 2018, Buyer will (i) provide to Seller an accounting of operating expenses and real estate taxes incurred by Buyer following the Closing and (ii) bill tenants for any shortfall in payments on account of calendar year 2018. Any payments actually received by Buyer from tenants on account of operating expenses and real estate taxes incurred during calendar year 2018 shall be delivered by Buyer to Seller, until such time as Seller has been fully reimbursed for operating expenses and real estate taxes incurred by Seller on account of calendar year 2018. For the purposes of this paragraph, real estate taxes incurred by Seller on account of calendar year 2018 shall include (i) all payments made by Seller prior to the Closing Date, reduced by the amount of any credit from Buyer to Seller for the portion of such payments allocable to the period following the Closing Date, and (ii) the amount of any credit from Seller to Buyer for the portion of any payment to be made by Buyer following the Closing Date allocable to the period prior to the Closing Date. The provisions of this paragraph shall survive the Closing for the later of: (a) six (6) months; or (b) sixty (60) days following the date on which Buyer notifies Seller of (i) operating expenses and real estate taxes accrued after the Closing Date and (ii) all payments received from tenants following the Closing Date on account of operating expenses and real estate taxes incurred on account of calendar year 2018.

If, following the Closing Date, Seller receives rent or any sums attributable to operating expenses or real estate taxes from a particular tenant, such sums shall be forwarded to Buyer to be allocated pursuant to the terms of this Agreement.

15. 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.

16. BROKER'S FEE AND BROKER REPRESENTATION

Buyer and Seller each represent to the other that they have dealt with no broker, agent or representative in connection with this transaction other than CB Richard Ellis (the "**Broker**"). Buyer and Seller each agree to indemnify, defend and hold the other harmless from and against any and all loss, cost, damage, liability or expense, including reasonable attorneys' fees, which the other may sustain, incur or be exposed to by reason of the warranting party's breach of the foregoing representations and any resulting claim for a fee or commission by any broker other than the Broker. In addition, Seller shall be responsible for the payment of any commission owed to the Broker pursuant to a separate written agreement, and Seller shall indemnify, defend and hold Buyer harmless from and against any and all loss, cost, damage, liability or expense, including reasonable attorneys' fees, which Buyer may sustain, incur or be exposed to by reason of any claim by the Broker for any fee or commission payable on account of the transaction contemplated hereby. The provisions of this Section 16 shall survive the delivery of the deed or the earlier termination of this Agreement.

17. DEFAULT; DAMAGES; COSTS OF LITIGATION

If (i) Buyer shall fail to deliver the Additional Deposit in a timely manner or (ii) Buyer shall fail to purchase the Property in accordance with and subject to the terms and conditions of this Agreement, then this Agreement shall terminate and the Initial Deposit or the Deposit (as applicable) shall be retained by Seller as liquidated damages, and such retention shall be Seller's sole and exclusive remedy against Buyer, at law, in equity or otherwise (subject, however, to the provisions of the next succeeding paragraph hereof). The parties agree that Seller's damages in the event of a default by Buyer would be difficult if not impossible to determine and that the amount of the Initial Deposit or the Deposit (as applicable) is a fair and reasonable estimation of the actual damages that would likely be suffered by Seller in the event of a default by Buyer, regardless of any price at which Seller may or might subsequently sell the Premises, and that such liquidated damages arrangement will not constitute a penalty. In the event of a default by Seller hereunder, Buyer shall be entitled to: (i) seek specific performance of this Agreement in a court of competent jurisdiction or (ii) terminate this Agreement and receive back the Deposit. The parties agree that Buyer's actual damages would be difficult or impossible to determine if Seller defaults and the ownership of the Property has a unique value to Buyer which is not adequately capable of being compensated through the payment of damages. Therefore, it is specifically acknowledged and agreed that Buyer shall be entitled to the remedy of specific performance in connection with any such default, in the event Buyer elects to pursue such remedy as herein provided.

The parties recognize that the retention of the Initial Deposit or the Deposit (as applicable), as liquidated damages, applies only to Buyer's failure to deliver the Additional Deposit in a timely manner or deliver the remainder of the Purchase Price (or otherwise fail to comply with its closing obligations) on the Closing Date (as applicable). Buyer shall remain

liable for any obligation which, pursuant to the terms of this Agreement, survives the termination of this Agreement, and no part of the Deposit shall be applied toward satisfaction of such obligation.

In the event of any dispute or litigation between the parties with respect to the Property or this Agreement, the performance of their respective obligations hereunder or the effect of a termination of this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, reasonable attorneys' fees. The parties shall request that the trier of fact determine which is the prevailing party. The obligations of the parties under this paragraph shall survive the delivery of the deed or the termination of this Agreement.

18. WARRANTIES AND REPRESENTATIONS

A. Seller represents and warrants to and agrees with Buyer that, as of the date hereof and as of the Closing Date:

(a) Preferential Rights. Seller has not granted any options or rights of first refusal or rights of first offer to purchase or otherwise acquire an interest in the Premises.

(b) Tenant Leases. Annexed hereto as **Exhibit C** is a list of the Leases, and annexed hereto as **Exhibit C-1** is a rent roll listing all of the current tenants of the Property. Such rent roll is true and accurate in all material respects, and Seller has no knowledge of any tenant defaults under the Leases except as set forth on the rent roll. Seller has received no notice from the tenant under any of the Leases that such tenant claims that Seller has defaulted in the performance of its obligations under the Lease to such tenant. Except for the Leases, there are no rights of any parties to lease, occupy or otherwise use any space at the Premises orally or in writing through a lease, occupancy agreement or other document. There are no unpaid brokerage commissions with respect to the Leases, nor is there any obligation to pay brokerage commissions with respect to any renewal options under the Leases which have not been exercised.

(c) Special Assessments or Condemnation. To Seller's knowledge, there are no existing, proposed or contemplated special assessments or condemnation actions against the Premises or any part thereof, and Seller has not received notice of any contemplated special assessments or condemnation proceedings that would affect the Premises.

(d) Service Contracts. Except for the contracts listed on **Exhibit D**, annexed, there are no service, maintenance, repair, management, or supply contracts or other similar contracts affecting the Premises. Each of the contracts listed on **Exhibit D** is terminable at will, by not more than thirty (30) days' notice.

(e) Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Seller's knowledge, threatened, against Seller.

(f) Litigation. There are no actions, suits or proceedings before any judicial or quasi-judicial body pending or, to Seller's knowledge, threatened, against or affecting Seller or all or any portion of the Premises.

(g) **Compliance with Laws.** Seller has received no notice from any applicable governmental entity that any condition currently existing on the Premises is in violation of any applicable federal, state, city and other governmental authorities in effect as of the date of this Agreement (collectively, "**Laws**", including, without limitation, all laws with respect to zoning, building, fire and health codes, environmental protection and sanitation and pollution control).

(h) **Environmental.** To the best of Seller's knowledge, except as set forth in the environmental reports listed on **Exhibit E**, annexed (copies of which will be included in the Relevant Documents, as defined in Section 25, below), (i) no hazardous waste or Hazardous Materials have been manufactured, stored or located upon or under any portion of the Property; (ii) the Property has never been used to treat, store or dispose of waste materials, hazardous substances, asbestos or PCBs or other Hazardous Materials; (iii) there has not been and is no leaching or drainage of Hazardous Materials into the ground water beneath or adjacent to the Property; and (iv) there have not been and are no buried or semi-buried or otherwise placed tanks, storage vessels, drums or containers of any kind located on the Property. Further, Seller warrants that it has not manufactured, stored or located any Hazardous Materials upon or under any portion of the Property, and that Seller has received no warning notice, violation notice, complaint (judicial or administrative) or any other formal or informal notice alleging that the Property is not in compliance with any statute, ordinance, rule or regulation pertaining to hazardous waste or substances.

The term "**Hazardous Materials**" shall mean any substance, material, water, gas or particulate matter which is regulated by local governmental authority, the Commonwealth of Rhode Island, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "hazardous material," hazardous substance", "extremely hazardous waste", or "restricted hazardous water" under any provision of Massachusetts law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl., (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S. C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all other federal, state and local environmental health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to the Hazardous Materials.

(i) **Utilities.** Gas, electric, water, storm and sanitary sewers, telephone and other utilities are available at or within the boundary lines of the Property. Water and sewerage services are "public," and no part of the Property is served by a septic system or other similar private water and sewerage system.

(j) **Mechanics' Liens.** All debts and obligations for work, labor, service and materials furnished at Seller's behest prior to the Closing to or in connection with the Property and any improvements constructed thereon at Seller's behest prior to the Closing will be discharged by Seller prior to the Closing, so that no mechanics', materialmen's or other lien may be filed against the Property or such improvements by reason thereof.

(k) **Authority**. Seller is a limited liability company duly organized and validly existing and in good standing under the laws of Massachusetts, and Seller has all requisite power and authority to enter into and perform this Agreement and to carry out the transaction contemplated hereby. The execution of this Agreement, the completion of the transaction contemplated hereby, and the taking of all necessary action by the Manager of Seller has been authorized by all necessary action of the Members of Seller.

(l) **Mortgage.** The Purchase Price, net of all costs of closing, is sufficient to discharge all mortgages and other monetary obligations encumbering the Property.

(m) **Insurance.** Seller has received no notice from any insurance carrier, nor is Seller aware, of any defects or inadequacies in the Property that, if not corrected, would result in termination of insurance coverage or increase in the normal and customary cost thereof.

(n) **Not a Foreign Person.** Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(o) **Due Diligence Documents.** To the best of Seller's knowledge, prior to the execution of this Agreement, Seller has delivered to Buyer all Due Diligence Documents (as defined below) which are in Seller's custody and control.

Each of the foregoing warranties, covenants and representations of Seller (and any other warranty or representation made by Seller under this Agreement) shall still be true and correct at the Closing, shall survive the Closing and shall not be merged with or into the delivery of the deed and other instruments of conveyance and transfer. Seller covenants that it will indemnify, defend and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, actions, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) arising or resulting from the untruth or inaccuracy of any matter represented and warranted by Seller to Buyer or a breach of any of the covenants and warranties of Seller, which obligation of indemnity shall survive the Closing. Notwithstanding the foregoing, (i) the obligation of indemnity provided above shall apply only with respect to claims of which Buyer notifies Seller within nine (9) months following the Closing, (ii) no claim for indemnification shall be made unless Seller's liability would exceed $50,000 and (iii) Seller's liability under the indemnity provided above shall not exceed $250,000.

B. Buyer represents and warrants to and agrees with Seller that, as of the date hereof and as of the Closing Date:

(a) **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to Buyer's knowledge, threatened, against Buyer.

(b) **Litigation.** There are no actions, suits or proceedings before any judicial or quasi-judicial body pending or, to Buyer's knowledge, threatened, against or affecting Buyer or its ability to complete the transaction contemplated hereby.

(c) **Compliance with Laws; Agreements.** There are no Laws applicable to Buyer or agreements to which Buyer is a party which would be violated if Buyer were to complete the

transaction contemplated hereby, or which would interfere with Buyer's ability to complete the transaction contemplated hereby.

(d) **Authority.** Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware, and Buyer has all requisite power and authority to enter into and perform this Agreement and to carry out the transaction contemplated hereby. The execution of this Agreement, the completion of the transaction contemplated hereby, and the taking of all necessary action by the Manager(s) of Buyer has been authorized by all necessary action of the Members of Buyer.

(e) **Financing.** Buyer acknowledges that Buyer's obligations under this Agreement are not contingent in any respect on Buyer's ability to obtain mortgage or other financing. Based upon its previous communications with mortgage lenders and/or equity contributors and/or its review of its current assets, Buyer has determined that it has, or by the Closing Date will have, sufficient funds to pay the Purchase Price and satisfy all other costs arising in connection with the transaction contemplated hereby.

Each of the foregoing warranties, covenants and representations of Buyer (and any other warranty or representation made by Seller under this Agreement) shall still be true and correct at the Closing, shall survive the Closing and shall not be merged with or into the delivery of the deed and other instruments of conveyance and transfer. Buyer covenants that it will indemnify, defend and hold Seller harmless from and against any and all claims, demands, liabilities, damages, actions, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) arising or resulting from the untruth or inaccuracy of any matter represented and warranted by Buyer to Seller or a breach of any of the covenants and warranties of Buyer, which obligation of indemnity shall survive the Closing or the termination of this Agreement. Notwithstanding the foregoing, (i) the obligation of indemnity provided above shall apply only with respect to claims of which Seller notifies Buyer within nine (9) months following the Closing or termination of this Agreement, (ii) no claim for indemnification shall be made unless Buyer's liability would exceed $50,000 and (ii) Buyer's liability under the indemnity provided above shall not exceed $250,000.

19. OPERATING COVENANTS

(a) **Operation Pending Closing.** From and after the date hereof, Seller shall continue to operate the Property in accordance with its method of operations as of the date of this Agreement, and shall maintain (or cause to be maintained) the Property until the Closing Date, or earlier termination of this Agreement, substantially in its present condition, reasonable wear and tear, damage by fire or other casualty, and taking by public authority excepted.

(b) **New Leases/Contracts.** From and after the date hereof, Seller shall not, without Buyer's consent (which consent shall not be unreasonably withheld, conditioned or delayed), execute or enter into any lease, service agreement, management agreement, or any other agreement or contract with respect to the Property or any part thereof which will survive the Closing.

20. MISCELLANEOUS.

This Agreement is to be construed as a Massachusetts contract and is to take effect as a sealed instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns. The parties hereto agree that the laws and courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over any and all matters arising under this Agreement or relating to this Agreement (without reference to the "conflicts of laws" provisions of such laws). In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All captions used and contained herein are for the mere convenience of the parties and are not meant to limit or enlarge the meaning or interpretation of this Agreement or of any of its provisions whatsoever. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction (including but not limited to that certain Letter of Intent dated August 1, 2018) and cannot be changed except by a written instrument executed by the parties hereto. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto. However, Buyer shall not assign this Agreement to any party other than an entity controlled by Buyer, controlled by the parties who control Buyer, or controlled by Albany Road Real Estate Fund II LLC (a "**Permitted Assignee**"). A purported assignment by Buyer to any party other than a Permitted Assignee shall be void, and shall constitute a default by Buyer hereunder. If Buyer assigns this Agreement to a Permitted Assignee, or if Buyer designates a Permitted Assignee as the grantee of the deed, then (i) such party shall execute a written instrument in favor of Seller, confirming that it is bound by all of the terms and conditions of this Agreement, and (ii) thereafter, such party and Buyer shall be liable, jointly and severally, for all obligations of Buyer hereunder, including, without limitation, those obligations which are to survive the Closing or the termination of this Agreement.

21. CLOSING DELIVERIES.

At the Closing, Seller, at its sole cost and expense, shall deliver or cause to be delivered the following documents and instruments, each in form reasonably satisfactory to Buyer, effective as of the Closing Date and executed by Seller, in addition to the other items and payments required by this Agreement to be delivered by Seller:

(a) **Deed.** An original executed and acknowledged quitclaim deed with an excise tax lien waiver, if required under applicable law;

(b) **Non-Foreign Affidavit.** A Non-Foreign Affidavit;

(c) **Bill of Sale and Assignment**. A Warranty Bill of Sale and Assignment;

(d) **Assignment of Licenses, Permits and Approvals**. An Assignment of Licenses, Permits and Approvals;

(e) **Title Insurance Affidavit.** A Title Insurance Affidavit in form and substance satisfactory to Buyer's title insurance company to delete the standard exceptions for mechanics' liens and parties in possession (other than the tenants under the Leases);

(f) **Authority.** Such evidence as may reasonably be required by Buyer's title insurance company evidencing the status and capacity of Seller and the authority of persons executing the various documents on behalf of Seller in connection with this Agreement.

(g) **Delivery of Keys, etc.** All keys, passcards and/or combinations to all locks located in the Property.

(h) **Assignment of Leases.** An assignment of leases, assigning to Buyer (or its nominee, so long as such nominee is a Permitted Assignee) Seller's interest as Landlord under the Leases.

(i) **Notice to Tenants.** A notice to the tenants under the Leases concerning the succession of Buyer (or Buyer's nominee, so long as such nominee is a Permitted Assignee) to the interest of Landlord under the Leases.

(j) **Estoppels/SNDAs.** The Estoppels and SNDAs.

(k) **Other.** Such other documents and instruments, signed and properly acknowledged by Seller, if appropriate, as may be reasonably required by Buyer's mortgage lender or Buyer's title insurance company or otherwise in order to effectuate the provisions of this Agreement and the Closing of the transaction contemplated herein, including, without limitation, a gap indemnity affidavit.

At the Closing, Buyer, at its sole cost and expense, shall deliver or cause to be delivered the following:

(a) **Balance, Pro Rations and Closing Costs.** The balance of the Purchase Price pursuant to Section 5 hereof and Buyer's share of pro rations and Closing Costs as defined herein;

(b) **Assignee or Nominee.** If the grantee of the deed is an assignee or nominee, an instrument in favor of Seller, executed by the assignee or nominee, confirming that it is bound by all of the terms and conditions of this Agreement; and

(c) **Other.** Such other documents and instruments, signed and properly acknowledged by Buyer, if appropriate, as may reasonably be required in order to effectuate the provisions of this Agreement.

22. RIGHT OF ACCESS

Upon not less than twenty-four (24) hours' notice to Seller, Buyer may have access to the Premises at reasonable times prior to the Closing and Seller shall cooperate with Buyer to provide such access to Buyer. However, Buyer's access to specific tenanted areas shall be subject to the terms of the relevant Lease.

23. LIMITATION OF LIABILITY

If 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 entity so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. NOTICES; EXTENSIONS

All notices, requests and the like which shall or may be given under this Agreement shall be in writing, and shall be deemed duly given when (a) delivered in hand, (b) delivered by overnight courier service, such as Federal Express, (c) transmitted by confirmed facsimile transmission, or (d) transmitted by electronic mail with evidence of transmission and delivered to Buyer's or Seller's counsel, as applicable, as follows:

If to Buyer, to:

[redacted]

With a copy to:

If to Seller, to:

With a copy to:

If to Escrow Agent, to:

Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, MA 02108
Attention: Annette Comer
Phone: 617 933 2441
Fax: 617 737 8370
E mail: acomer@stewart.com

or to such other address or addresses as may theretofore have been specified by either party to the other by like notice. Buyer's and Seller's counsel are hereby granted due authority and power to execute, on behalf of their respective clients, notices and agreed extensions or reductions in time with respect to any clause or provision of this Agreement, including without limitation the Closing Date.

25. DUE DILIGENCE PERIOD.

Buyer shall have the period (the "**Due Diligence Period**") commencing on the date of this Agreement and continuing until the 30th day following the date hereof (not including the date hereof) to evaluate the Property and its suitability for Buyer's use in Buyer's sole and absolute discretion, by performing or causing to be performed any and all due diligence activities as may be determined by Buyer, which evaluation may, include, without limitation, a satisfactory review of the following items (collectively, the "**Due Diligence Documents**"):

Financial Documentation

(a) Income statements (YTD and last three years, both detail and summary information)
(b) Current receivables/delinquency report
(c) Bank Statements (YTD and last two years) for Seller

Property

(d) Site plan
(e) Floor by floor space plan
(f) List of capital improvements completed (YTD and last five years)
(g) List of personal property to be conveyed
(h) Property insurance policy
(i) Utility bills (YTD and last three years)
(j) All service agreements (incl. cancellation rights/penalties)
(k) Copies of all service contracts
(l) Copies of all environmental reports
(m) Copies of property condition reports

Tenants

(n) Rent Roll
(o) Copies of all Leases, with amendments
(p) Copies of all tenant correspondence
(q) List of security deposits and letters of credit

(r) Delinquency report
(s) Copies for last two years of CAM and Tax Reimbursement letters to all tenants including calculations to determine how each tenant has been billed for CAM and for Taxes

Title and Survey
(t) Title insurance policy & reports
(u) Deed(s) by which Seller acquired interest in property
(v) Surveys/plats, surveyor's reports, and certifications

Notices
(w) Pending reassessments
(x) Forthcoming special assessments
(y) Building code violation notices
(z) Condemnation notices
(aa) Litigation related documents
(bb) Life/safety (i.e., sprinkler) violations
(cc) Any other notices

Structural and Construction
(dd) As built plans and specifications
(ee) Architectural drawings
(ff) Warranties still in effect

Other
(gg) such other matters as Buyer may deem necessary to determine its satisfaction with the status and condition of the Property.

After the execution of this Agreement, Buyer may enter upon the Property and do and perform all surveying, engineering, and other tests and acts deemed necessary by Buyer to satisfy Buyer that the Property is suitable for its proposed use of the Property. Buyer shall not be permitted to perform any invasive tests until Seller has approved the scope of Buyer's sampling and testing. To this end, Buyer shall present to Seller a reasonably detailed description of the sampling and testing, and repairs proposed to be performed which includes the sampling locations and analyses to be made, prepared by the engineering firm to perform such work, for Seller's review and approval, which shall not be unreasonably withheld, conditioned or delayed. If Seller disapproves such testing, Buyer's sole remedy shall be to terminate this Agreement, in which event the Deposit shall be reimbursed to Buyer and neither party shall have any further obligations hereunder, except for those that expressly survive the termination of this Agreement. If Seller approves such testing, then Buyer shall be permitted to cause such sampling and testing to be performed. Such testing shall be performed in a manner (and at a time) which does not materially interfere with the operations of the tenants under the Leases. Buyer shall promptly restore any damage to the Property resulting from such sampling and testing (which obligation of restoration shall survive any termination of this Agreement). It shall be a condition of Buyer's access to the Property (or access by any party retained by Buyer) that (i) Buyer notify Seller of the purpose of access and (ii) Buyer demonstrate to Seller's reasonable satisfaction that there

exists insurance – of a type and in an amount reasonably satisfactory to Seller – insuring Seller against loss, injury or damage resulting from Buyer's activities on or about the Property. All inspections are to be performed at Buyer's expense by qualified inspectors or contractors selected by Buyer.

Seller shall make the Property available at reasonable times to Buyer and its agents, consultants and engineers for such inspections as Buyer deems appropriate, including for Buyer's engineering inspection(s), site evaluations, tenant interviews and such other inspections and investigations as Buyer deems appropriate. With regard to tenant interviews, Buyer shall notify Seller at least 48 hours prior to any tenant interview, and Seller shall have the right, at Seller's election, to have a representative present at such interviews.

Seller shall make available to Buyer all books, records, documents and other information concerning the Property which are in Seller's custody or control, including but not limited to, any plot plans, surveys, permits, approvals, licenses, plans and specifications, covenants, conditions and restrictions, soil tests, environmental assessment reports, documents concerning pending or threatened legal actions, and notices of violations of laws, if any, in the possession of Seller (collectively, the "**Relevant Documents**"). Seller makes no representation or warranty concerning any materials prepared by third parties and delivered to Buyer by Seller pursuant to the provisions of this Section 25.

Buyer may, at its sole option, and in its sole discretion, terminate this Agreement for any reason or no reason by giving written notice to Seller in any manner provided for in this Agreement on or before 5:00 pm Boston, Massachusetts time on the final day of the Due Diligence Period (the "**Due Diligence Termination Notice**"). In the event that Buyer delivers the Due Diligence Termination Notice in accordance with the foregoing, (i) Buyer shall promptly return to Seller all materials provided to Buyer by Seller pursuant to the provisions of this Section 25, (ii) the Deposit shall be refunded immediately to Buyer by the Escrow Agent, (iii) this Agreement shall thereafter be void, and (iv) Buyer and Seller shall be relieved of any and all obligations hereunder other than those provisions herein that by their terms survive. (The provisions of clause (i) of the immediately preceding sentence shall apply also to any other termination of this Agreement prior to the completion of the transaction contemplated hereby.) If Buyer does not exercise its foregoing option to terminate this Agreement, then (a) except as provided below, any survey and title matters existing as of the date of expiration of the Due Diligence Period shall be deemed to be "**Permitted Exceptions,**" (b) the Property shall be conclusively deemed to comply with all applicable building and zoning laws (except to the extent of any violations first arising following the expiration of the Due Diligence Period), (c) the Property shall be deemed to be in compliance with the provisions of any instrument referred to in Section 3 hereof (except to the extent of any violations first arising following the expiration of the Due Diligence Period) and (d) the condition of the Property as of the expiration of the Due Diligence Period shall otherwise be conclusively deemed to comply with the provisions of this Agreement in all respects (including, without limitation, the conditions set forth in the last paragraph of Section 3, above).

If Buyer objects to any survey or title matters, Buyer shall so notify Seller (by the "Objection Notice"), not later than the date of expiration of the Due Diligence Period. Except as provided in the last sentence of this paragraph, this Agreement shall be deemed to have been terminated as provided in the immediately preceding paragraph unless, within seven (7) days

following Seller's receipt of the Objection Notice, Seller notifies Buyer (by the "Cure Notice") that it will use reasonable efforts to remedy the matters described in the Objection Notice (the "Objectionable Matters"). If Seller so notifies Buyer, then (i) this Agreement shall remain in effect, (ii) the Objectionable Matters shall not be deemed to be Permitted Exceptions and (iii) the Objectionable Matters shall be governed by the provisions of Sections 8-10, above, except that the Closing Date shall be extended only if the Objectionable Matters have not been remedied as of the Closing Date established pursuant to Section 6, above. Notwithstanding the foregoing, if Seller does not deliver the Cure Notice to Buyer, this Agreement shall nevertheless remain in effect if, within seven (7) days following the expiration of the seven (7)-day period for delivery of the Cure Notice, Buyer notifies Seller that (i) Buyer withdraws the Objection Notice and (ii) Buyer agrees that all Objectionable Matters (and all other survey and title matters existing as of the date of expiration of the Due Diligence Period) shall be deemed to be Permitted Exceptions.

Buyer covenants that it will indemnify, defend and hold Seller harmless from and against any and all claims, demands, liabilities, damages, actions, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) arising (or claimed to have arisen) by reason of Buyer's activities pursuant to this Section 25, provided, however, that such indemnity shall not extend to any claims resulting from the negligence or willful misconduct of Seller or its agents or representatives. The provisions of this paragraph shall survive the Closing or the termination of this Agreement.

Buyer will not, during the Due Diligence Period or at any other time prior to the Closing, apply for any variance, zoning change, license, permit, approval or other similar governmental authorization from any local, state or federal department, board, agency, commission or bureau which will be binding upon Seller or the Property if the transaction contemplated by this Agreement is not completed.

26. CLOSING CONDITIONS.

It shall each be a condition precedent to Buyer's obligation to close under this Agreement that, as of the Closing Date: (i) there shall have occurred no material adverse change following the date of Buyer's inspection in the condition of the Property including but not limited to the title, survey, zoning, land use, environmental, geotechnical, legal, factual or physical condition thereof; (ii) all the representations and warranties made by Seller hereunder shall be true in all material respects, (iii) except for the Leases, no lease or other occupancy agreement concerning the Property shall exist or be in effect, and, except for the tenants under the Leases (or their assignees or subtenants), no tenants or other occupants shall be in possession of the Property, (iv) there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened, that, after Closing, would, in Buyer's reasonable discretion, materially and adversely affect the ability of Buyer to operate the Property, and (v) Seller, at its sole cost and expense, will have obtained all required consents, releases, conveyances and permissions and will have complied with all applicable statutes, laws, ordinances and regulations of every kind and nature, to the extent necessary and/or required, in order to convey to Buyer title to the Property as provided in Section 3 hereof.

It shall also be a condition of closing that Seller shall have obtained and delivered to Buyer no later than three (3) business days prior to the Closing Date estoppel letters in a form reasonably satisfactory to Buyer ("**Tenant Estoppel Certificates**"), from each tenant under the

Leases. The provisions of this paragraph shall be deemed to have been waived by Buyer unless Buyer delivers all requested Tenant Estoppel Certificates to Seller (for execution by the tenants) at least thirty (30) days prior to the Closing Date.

It shall also be a condition of closing that Seller shall have delivered to each tenant under a Lease a Subordination, Non-Disturbance Agreement and Attornment Agreement (an "**SNDA**") in the form required by Buyer's mortgage lender within three (3) days of receipt of such SNDAs from Buyer, and shall have obtained and delivered to Buyer SNDAs no later than three (3) business days prior to the Closing Date executed by each tenant. The provisions of this paragraph shall be deemed to have been waived by Buyer unless Buyer delivers all requested SNDAs to Seller (for execution by the tenants) at least thirty (30) days prior to the Closing Date.

In the event any of the aforesaid conditions precedent shall not have been satisfied or shall not exist on the Closing Date, then, unless Buyer shall have waived in writing the satisfaction or existence of such condition precedent, in its election and in its sole and subjective discretion, Buyer shall not be obligated to close the transaction contemplated hereby on the Closing Date, and the provisions of Sections 8, 9 and 10, above, shall be applied.

27. CLOSING COSTS.

Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees), except the following costs (the "**Closing Costs**"), which shall be allocated between the parties as follows:

(a) **Seller's Costs**. Seller shall pay (i) all recording fees related to clearing title, (ii) all charges for documentary stamps and (iii) 50% of the Escrow Agent's Charges;

(b) **Buyer's Costs**. Buyer shall pay (i) all recording fees related to the transfer of ownership of the Premises, (ii) all title insurance and (iii) 50% of the Escrow Agent's Charges; and

(c) **Other Closing Costs**. Any other closing costs shall be paid in accordance with

custom and local conveyancing practices and standards in effect in the location of the Premises.

28. RISK OF LOSS.

(a) **Condemnation.** If prior to the Closing any portion of the Property becomes subject to a bona fide threat of condemnation by a body having the power of eminent domain or condemnation, or sale in lieu thereof, which either (A) materially and adversely affects any portion of Property, (B) in Buyer's reasonable judgment adversely affects access to the Property, (C) is reasonably estimated to cost in excess of $250,000.00 for restoration and repair of the remaining Property, (D) gives any existing tenant of the Property the right to terminate its Lease, (E) causes Buyer's lender to withdraw its commitment for financing the Property, or (F) renders the Property non-compliant with applicable zoning or other regulations or requirements, then Buyer shall have the right in its sole and absolute discretion, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, in which case the Deposit shall be returned promptly to Buyer and,

except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder; or (ii) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects or is deemed to have elected not to terminate this Agreement, then this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, shall be effected without reduction in the Purchase Price. In such event, Seller shall at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any awards paid or payable in connection with such taking.

(b) **Casualty.** If prior to the Closing any portion of the Property (i) is damaged or destroyed by fire or other casualty, which damage either (X) is reasonably estimated to cost in excess of $250,000.00 to repair, or (Y) gives any existing tenant of the Property the right to terminate its Lease, (ii) causes Buyer's lender to withdraw its commitment for financing the Property, or (iii) renders the Property non-compliant with applicable zoning or other regulations or requirements, then Buyer shall have the right in its sole and absolute discretion, by giving Seller written notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (a) terminate this Agreement, in which case the Deposit shall be returned promptly; or (b) close the sale contemplated herein. If Buyer does not have the right to terminate this Agreement or having such right elects or is deemed to have elected not to terminate this Agreement, then this Agreement shall remain in full force and effect, and the purchase contemplated herein shall be effected without reduction in the Purchase Price. In such event, at Buyer's election, Seller shall either (x) restore the damaged portion of the Property to its original condition prior to Closing or (y) at the Closing assign, transfer and set over unto Buyer all of Seller's right, title and interest in and to any insurance proceeds paid or payable in connection with such damage or destruction, and Buyer shall receive a credit at Closing against the Purchase Price for the deductible amount of any such insurance. However, the assignment and credit referred to in clause (y) of the immediately preceding sentence shall be reduced by the amount of any costs and expenses incurred by Seller in attempting to restore the damaged portion of the Property prior to the Closing.

29. SECTION 1031 EXCHANGE. Each of Seller and Buyer agrees to cooperate fully with the other in order to facilitate Buyer's or Seller's desire to structure the purchase of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, if Buyer or Seller elects to effect an Exchange; provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to Buyer's or Seller's obligations under this Agreement; (b) the Exchange shall not affect or diminish Buyer's or Seller's rights under this Agreement; (c) neither Seller nor Buyer shall be required to acquire or hold title to any real property for purposes of consummating the Exchange (Buyer or Seller may use a qualified intermediary to acquire or hold title.); and (d) the party not desiring the Exchange shall not incur any out-of-pocket expense in facilitating the Exchange for the other party, it being agreed that the reasonable costs of the party not desiring the Exchange (including costs associated with the review of documents related to the Exchange) shall be paid by the other party at Closing. Neither Seller nor Buyer makes representations or guarantees to the other that the transaction contemplated under this provision

will result in any particular tax treatment or will qualify as an exchange under Section 1031 of the Internal Revenue Code.

30. CONFIDENTIALITY. As used herein, the "**Confidential Information**" means (i) the Due Diligence Documents, (ii) all reports and other results of Buyer's due diligence activities and (iii) this Agreement. Until such time (if any) as the transaction contemplated hereby is completed, Buyer shall hold the Confidential Information in strict confidence and, except as provided herein, shall neither provide copies of any written materials to any third party nor inform any third party of the contents thereof. Without limitation, if, for any reason, this Agreement is terminated prior to the completion of the transaction contemplated hereby (whether pursuant to Section 25, above or for any other reason), the Confidential Information shall remain confidential. Buyer further agrees that, for so long as this Agreement remains in effect, Buyer will use the Confidential Information only for purposes of evaluating the Property in connection with its purchase thereof in accordance with the terms of this Agreement. In any event, Buyer shall be responsible for any breach of this Agreement by any person to whom Buyer discloses the Confidential Information.

Buyer may disclose the Confidential Information to such of its employees, officers, directors, attorneys, accountants, mortgage brokers, lenders and investors (each, a "**Buyer Party**") who (i) have a need to review the Confidential Information for the purpose of advising Buyer on the suitability of the Property for purchase, (ii) have been informed in writing of the confidential nature of such information and (iii) have agreed to be bound by the terms of this Agreement with respect to such Confidential Information. Buyer shall ensure that all persons to whom it discloses the Confidential Information shall keep the same confidential in accordance with the terms of this Agreement.

If this Agreement is terminated, for any reason, Buyer shall deliver materials to Seller as provided in Section 25, above.

Buyer acknowledges that the Confidential Information is of a special, unique, unusual, extraordinary and intellectual character and that Seller's interest in the Confidential Information may be irreparably injured by disclosure of such Confidential Information in violation of this Agreement. Buyer further acknowledges and agrees that money damages would not be a sufficient remedy for any breach by Buyer of this Section 30 and that, in addition to all other remedies available at law or in equity, Seller shall be entitled to specific performance or injunctive or other equitable relief as a remedy for any breach or potential breach by Buyer of this Section 30 and further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

The provisions of this Section 30 shall survive the termination of this Agreement.

This page ends here. Signatures are on the next page.

Buyer and Seller have executed this Purchase and Sale Agreement as of the date and year first written above.

BUYER:	
[redacted]	

Buyer and Seller have executed this Purchase and Sale Agreement as of the date and year first written above.

[Signature Page to Purchase and Sale Agreement]

	SELLER: [redacted]

EXHIBIT A-1

LEGAL DESCRIPTION

EXHIBIT "A-1" LEGAL DESCRIPTION

PARCEL I (A portion of 60 Maple Street)

That certain parcel of land situated in Mansfield, in the County of Bristol and said Commonwealth, bounded and described as follows:

Southerly by Maple Street, three hundred twenty-nine and 14/100 (329.14) feet; Westerly by Lot 44 as shown on plan hereinafter mentioned on three courses measuring one hundred forty-eight and 88/100 (148.88) feet, sixty-two and 40/100 (62.40) feet and two hundred forty-five and 66/100 (245.66) feet; Northerly by said Lot 44, three hundred ninety-seven and 17/100 (397.17) feet; Easterly by said Lot 44, four hundred fifty-five and 41/100 (455.41) feet; Southeasterly by said Lot 44 on a curved line having a radius of 30 feet, forty-seven and 12/100 (47.12) feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604R, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 43 on said plan.

PARCEL II (A portion of 60 Maple Street)

SOUTHERLY	by Maple Street, 90.00 feet;
NORTHWESTERLY	by Lot #43 (Land Court Plan #19604-R), on a curved line having a radius of 30 feet, 47.12 feet;
WESTERLY	by said Lot #43, 455.48 feet;
NORTHERLY	by Lot #44 (Land Court Plan #19604-R), 159.68 feet;
EASTERLY	by land of the Town of Mansfield, 507.72 feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604-W, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot #55, on said plan.

Said premises has the benefit of the right and easement reserved by the grantor in deed to Charles C. Copeland Co., filed as Document No. 12113.

PARCEL III (A portion of 60 Maple Street)

That certain parcel of land situated in Mansfield, County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY	by Oakland Street forty-eight and 46/100 (48.46) feet;
NORTHEASTERLY	by Lot 59 as shown on a plan hereinafter m entioned on a curved line having a radius of four hundred sixty – seven and 78/100 (467.78) feet, three hundred fourteen and 60/100 (314.60) feet;
EASTERLY	by Lot 43 (Land Court Plan 19604Y) on several courses measuring together four hundred fifty-six and 94/100 (456.94) feet;
SOUTHERLY	by Maple Street one hundred two and 28/100 (102.28) feet; and
NORTHWESTERLY, WESTERLY SOUTHERLY	by land of Louis M. Soldani, Jr. and Donna M. Soldani and by land of Hutchinson Realty Company on several courses measuring together seven hundred fifty - seven and 40/100 (757.40) feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604Y, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 58 on said plan.

Together with the right to use the existing railway side track thereon (the centerline of which is marked "17' Wide Railroad Easement" on said plan) in common with others entitled thereto.

PARCEL IV (411 Oakland Street)

That certain parcel of land situated in Mansfield, in the County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY	by Oakland Street fifty (50.00) feet;
NORTHEASTERLY	by Lot 60 as shown on a plan hereinafter mentioned fifty (50.00) feet;
NORTHERLY	by said Lot 60 six hundred seventy-seven and 78/100 (677.78) feet;
EASTERLY	by land of the Town of Mansfield two hundred seventy-one (271.00) feet;
SOUTHERLY	by Lot 43 (Land Court Plan 19604R) five hundred fifty-six and 85/100 (556.85) feet; and

SOUTHWESTERLY	by Lot 58 on a curved line having a radius of four hundred sixty - seven and 78/100 (467.78) feet, three hundred fourteen and 60/100 (314.60) feet.

All of said boundaries are determined by the court to be located as shown on a plan filed with the Court as Plan No. 19604Y, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said Parcel is shown as Lot 59 on said plan.

PARCEL V (421-431 Oakland Street)

The land as 421-431 Oakland Street, Mansfield, Bristol County, Massachusetts more particularly shown as Lot 60 on a Plan entitled "Subdivision Plan of Land in Mansfield", dated June 22, 1977 by Guerriere & Halnon, Inc., Surveyors, filed with the Land Court, a copy of a portion of which is filed with Bristol North Registry District of the Land Court with Certificate of Title No. 5062 as Plan No. 19604-Y, bounded and described as follows:

WESTERLY	by Oakland Street three hundred sixty-four and 65/100 (364.65) feet;
NORTHWESTERLY	by land now or formerly of William H. Bannon along the Foxborough - Mansfield Town line five hundred eighty-six and 62/100 (586.62) feet;
EASTERLY	by land of the Town of Mansfield four hundred thirty-one and 22/100 (431.22) feet;
SOUTHEASTERLY	by Lot 59, six hundred seventy-seven and 78/100 (677.78) feet; and
SOUTHEASTERLY	by Lot 59, fifty (50) feet.

Together with a permanent right and easement to use the areas marked on said plan "20' Wide Sewer Easement" and "Proposed 20' Wide Utility Easement" for the installation, use, maintenance and repair of underground utility lines and sewer lines, as set forth in Deed files with the Bristol North Registry District of the Land Court as Document No. 18885.

Together with a permanent right and easement to use a seventeen foot wide strip of land, the center line of which is marked on said plan, "Proposed 17' Wide Railroad Easement" for the installation, use, maintenance and repair of a railroad sidetrack.

Together with the benefit of the right and easement reserved in a deed to Charles C. Copeland, Inc., filed with the Bristol North Registry District of the Land Court as Document No. 12113.

EXHIBIT A

ESCROW INSTRUCTIONS

EXHIBIT A

ESCROW INSTRUCTIONS

Escrow Agent shall deliver the Deposit to Seller or Buyer promptly after receiving a joint written notice from Seller and Buyer directing the disbursement of the same, such disbursement to be made in accordance with such direction. If Escrow Agent receives written notice from Buyer or Seller that the party giving such notice is entitled to the Deposit, which notice shall describe with reasonable specificity the reasons for such entitlement, then Escrow Agent shall (i) promptly give notice to the other party of Escrow Agent's receipt of such notice and enclosing a copy of such notice and (ii) subject to the provisions of the following paragraph which shall apply if a conflict arises, on the fifth (5th) business day after the giving of the notice referred to in clause (i) above, deliver the Deposit to the party claiming the right to receive it.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Buyer or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

(a) Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from Buyer and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;

(b) In the event of litigation between Buyer and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or

(c) Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Buyer or Seller does not prevail in the litigation.

Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. In no event shall Escrow Agent's liability hereunder exceed the aggregate amount of the Deposit. Escrow Agent shall be under no obligation to take any legal action in connection with the Deposit or this Agreement or to appear in, prosecute or defend any action or legal proceedings which would or might, in its sole opinion,

involve it in cost, expense, loss or liability unless, in advance, and as often as reasonably required by it, Escrow Agent shall be furnished with such security and indemnity as it finds reasonably satisfactory against all such cost, expense, loss or liability. Notwithstanding any other provision of this Agreement, Buyer and Seller jointly indemnify and hold harmless Escrow Agent against any loss, liability or expense incurred without bad faith or negligence on its part and arising out of or in connection with its services under the terms of this Agreement, including the cost and expense of defending itself against any claim of liability.

Escrow Agent shall not be bound by any modification of this Agreement affecting Escrow Agent's duties hereunder unless the same is in writing and signed by Buyer, Seller and Escrow Agent. From time to time on or after the date hereof, Buyer and Seller shall deliver or cause to be delivered to Escrow Agent such further documents and instruments that fall due, or cause to be done such further acts as Escrow Agent may reasonably request (it being understood that the Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance with this Agreement or to assure itself that it is protected in acting hereunder.

Any expenses of Escrow Agent that are associated with litigation between Buyer and Seller shall be borne by the party that does not prevail in the litigation. Escrow Agent agrees that it will not seek reimbursement for the services of its employees or partners, but only for its actual and reasonably incurred out of pocket expenses. Escrow Agent executes this Agreement solely for the purpose of consent to, and agreeing to be bound by the provisions of this Exhibit A.

EXHIBIT B

INSURANCE CERTIFICATE

EXHIBIT C

LIST OF LEASES

EXHIBIT C

LIST OF LEASES

1. [redacted] ristar Fence

[redacted] 3

2. [redacted] ction, Inc.

3. [redacted]

4. [redacted] Inc.)

5. [redacted]

EXHIBIT C-1

RENT ROLL

214 - Maple Street Management

Rent Roll

As of 8/13/2018

Date: 8/13/2018
Time: 9:55:23AM

Unit	Total Sq Ft	Lease Start	Lease End	Charge Type	Effective Date	Frequency	Amount	$/Sq.Ft.	Annual Amount	Annual $/Sq.Ft.	Deposit Balance	Taxes and Operating Expense Base/Comments
[redacted]		03/01/12	02/29/20	CAMS	07/01/13	Monthly	2,125.00	0.07	25,500.00	0.85	17,250.00	RET: 12.99%
				CAMS	05/01/14	Monthly	2,400.00	0.08	28,800.00	0.96		
				CAMS	01/01/17	Monthly	3,000.00	0.10	36,000.00	1.20		CAM: 12.99%
				CAMS	**01/01/18**	**Monthly**	**3,501.00**	**0.12**	**42,012.00**	**1.40**		
				RENT	07/01/13	Monthly	8,625.00	0.29	103,500.00	3.45		
				RENT	08/01/13	Monthly	9,125.00	0.30	109,500.00	3.65		
				RENT	08/01/14	Monthly	9,625.00	0.32	115,500.00	3.85		
				RENT	03/01/15	Monthly	11,375.00	0.38	136,500.00	4.55		
				RENT	03/01/16	Monthly	12,000.00	0.40	144,000.00	4.80		
				RENT	03/01/17	Monthly	12,625.00	0.42	151,500.00	5.05		
				RENT	**03/01/18**	**Monthly**	**13,250.00**	**0.44**	**159,000.00**	**5.30**		
				RENT	03/01/19	Monthly	13,875.00	0.46	166,500.00	5.55		
				RETS	07/01/13	Monthly	1,125.00	0.04	13,500.00	0.45		
				RETS	05/01/14	Monthly	1,200.00	0.04	14,400.00	0.48		
				RETS	**01/01/18**	**Monthly**	**1,707.00**	**0.06**	**20,484.00**	**0.68**		

Lease Options

Call Up	Expiration	Unit	Description

[redacted]		04/15/09	04/30/24	CAMS	07/01/13	Monthly	1,148.00	0.02	13,776.00	0.20	26,877.00	RET: 29.86% (see notes on expansion premise)
				CAMS	10/01/13	Monthly	2,423.00	0.04	29,076.00	0.42		
				CAMS	05/01/14	Monthly	5,000.00	0.07	60,000.00	0.87		CAM: 29.86% (see notes on expansion premise)
				CAMS	01/01/17	Monthly	6,000.00	0.09	72,000.00	1.04		
				CAMS	**01/01/18**	**Monthly**	**5,701.00**	**0.08**	**68,412.00**	**0.99**		
				RENT	07/01/13	Monthly	25,725.00	0.37	308,700.00	4.48		
				RENT	11/01/13	Monthly	25,863.75	0.38	310,365.00	4.50		
				RENT	05/01/14	Monthly	26,725.88	0.39	320,710.56	4.65		
				RENT	05/01/15	Monthly	27,588.00	0.40	331,056.00	4.80		
				RENT	05/01/16	Monthly	28,737.50	0.42	344,850.00	5.00		
				RENT	05/01/17	Monthly	29,599.62	0.43	355,195.44	5.15		
				RENT	**05/01/18**	**Monthly**	**30,461.75**	**0.44**	**365,541.00**	**5.30**		
				RENT	05/01/21	Monthly	31,611.25	0.46	379,335.00	5.50		
				RETS	07/01/13	Monthly	2,423.00	0.04	29,076.00	0.42		
				RETS	10/01/13	Monthly	1,148.00	0.02	13,776.00	0.20		
				RETS	05/01/14	Monthly	2,400.00	0.03	28,800.00	0.42		
				RETS	01/01/17	Monthly	2,900.00	0.04	34,800.00	0.50		
				RETS	**01/01/18**	**Monthly**	**3,924.00**	**0.06**	**47,088.00**	**0.68**		

214 - Maple Street Management

Rent Roll

As of 8/13/2018

Date: 8/13/2018
Time: 9:55:23AM

Unit	Total Sq Ft	Lease Start	Lease End	Charge Type	Effective Date	Frequency	Amount	$/Sq.Ft.	Annual Amount	Annual $/Sq.Ft.	Deposit Balance	Taxes and Operating Expense Base/Comments
[redacted]		06/19/15	08/31/20	CAMS	10/01/15	Monthly	1,427.00	0.08	17,124.00	0.95	5,906.25	RET: 7.8%
				CAMS	01/01/17	Monthly	1,700.00	0.09	20,400.00	1.13		
				CAMS	**01/01/18**	**Monthly**	**1,927.00**	**0.11**	**23,124.00**	**1.28**		CAM: 7.8%
				RENT	07/01/15	Monthly	5,906.25	0.33	70,875.00	3.94		
				RENT	07/01/16	Monthly	6,923.33	0.38	83,079.96	4.62		
				RENT	07/01/17	Monthly	8,190.00	0.46	98,280.00	5.46		
				RENT	**07/01/18**	**Monthly**	**8,355.00**	**0.46**	**100,260.00**	**5.57**		
				RENT	07/01/19	Monthly	8,520.00	0.47	102,240.00	5.68		
				RENT	07/01/20	Monthly	8,700.00	0.48	104,400.00	5.80		
				RETS	10/01/15	Monthly	696.00	0.04	8,352.00	0.46		
				RETS	01/01/17	Monthly	750.00	0.04	9,000.00	0.50		
				RETS	**01/01/18**	**Monthly**	**1,025.00**	**0.06**	**12,300.00**	**0.68**		
		08/15/14	08/31/21	CAMS	09/01/14	Monthly	3,000.00	0.07	36,000.00	0.86	37,583.34	RET: 18.13%
				CAMS	01/01/17	Monthly	4,000.00	0.10	48,000.00	1.15		
				CAMS	**01/01/18**	**Monthly**	**3,683.00**	**0.09**	**44,196.00**	**1.06**		CAM: 18.13% (see notes)
				RENT	09/01/14	Monthly	19,195.00	0.46	230,340.00	5.50		
				RENT	09/01/15	Monthly	19,578.90	0.47	234,946.80	5.61		
				RENT	09/01/16	Monthly	19,962.80	0.48	239,553.60	5.72		
				RENT	**09/01/17**	**Monthly**	**20,381.60**	**0.49**	**244,579.20**	**5.84**		
				RENT	09/01/18	Monthly	20,765.50	0.50	249,186.00	5.95		
				RENT	09/01/19	Monthly	21,184.30	0.51	254,211.60	6.07		
				RENT	09/01/20	Monthly	21,603.10	0.52	259,237.20	6.19		
				RETS	09/01/14	Monthly	1,286.25	0.03	15,435.00	0.37		
				RETS	01/01/17	Monthly	1,700.00	0.04	20,400.00	0.49		
				RETS	**01/01/18**	**Monthly**	**2,382.00**	**0.06**	**28,584.00**	**0.68**		

Lease Options

Num	Category	Call Up	Expiration	Unit	Description
[redacted]					
		2/28/2020	8/31/2023	214-06	1st ext. 9/1/20 - 8/31/23
		2/28/2023	8/31/2026	214-06	2nd ext 9/1/23 - 8/31/26
1	Renewal	8/31/2020	8/31/2026	214-07	1st 5 yr 9/1/21 - 8/31/26
2	Renewal	8/31/2025	8/31/2031	214-01	2nd 5 yr 9/1/26 8/31/31

214 - Maple Street Management

Rent Roll

As of 8/13/2018

Date: 8/13/2018
Time: 9:55:23AM

Unit	Total Sq Ft	Lease Start	Lease End	Charge Type	Effective Date	Frequency	Amount	$/Sq.Ft.	Annual Amount	Annual $/Sq.Ft.	Deposit Balance	Taxes and Operating Expense Base/Comments
[redacted]	3,013	10/01/08	01/31/23	CAMS	07/01/13	Monthly	3,372.00	0.06	40,464.00	0.76	30,852.50	RET: 23.27%
				CAMS	05/01/14	Monthly	4,000.00	0.08	48,000.00	0.91		
				CAMS	01/01/17	Monthly	5,000.00	0.09	60,000.00	1.13		CAM: 23.27%
				CAMS	**01/01/18**	**Monthly**	**4,737.00**	**0.09**	**56,844.00**	**1.07**		
				RENT	07/01/13	Monthly	22,088.75	0.42	265,065.00	5.00		
				RENT	02/01/14	Monthly	22,530.53	0.43	270,366.36	5.10		
				RENT	02/01/16	Monthly	21,205.20	0.40	254,462.40	4.80		
				RENT	02/01/17	Monthly	21,646.98	0.41	259,763.76	4.90		
				RENT	**02/01/18**	**Monthly**	**22,088.75**	**0.42**	**265,065.00**	**5.00**		
				RENT	02/01/19	Monthly	22,530.53	0.43	270,366.36	5.10		
				RENT	02/01/20	Monthly	22,972.30	0.43	275,667.60	5.20		
				RENT	02/01/21	Monthly	23,414.08	0.44	280,968.96	5.30		
				RENT	02/01/22	Monthly	23,855.85	0.45	286,270.20	5.40		
				RETS	07/01/13	Monthly	2,168.00	0.04	26,016.00	0.49		
				RETS	05/01/14	Monthly	2,450.00	0.05	29,400.00	0.55		
				RETS	**01/01/18**	**Monthly**	**3,335.00**	**0.06**	**40,020.00**	**0.75**		

Lease Options

	Call Up	Expiration	Unit	Description
	7/31/2022	1/31/2028	214-08	1 5 yr. 2/1/23 - 1/31/28

[redacted]	4,800	11/01/11	01/31/23	RENT	07/01/13	Monthly	1,640.00	0.34	19,680.00	4.10		RET: 2.11%
				RENT	02/01/14	Monthly	1,680.00	0.35	20,160.00	4.20		
				RENT	02/01/16	Monthly	1,920.00	0.40	23,040.00	4.80		CAM: 2.11%
				RENT	02/01/17	Monthly	1,960.00	0.41	23,520.00	4.90		
				RENT	**02/01/18**	**Monthly**	**2,000.00**	**0.42**	**24,000.00**	**5.00**		
				RENT	02/01/19	Monthly	2,040.00	0.43	24,480.00	5.10		
				RENT	02/01/20	Monthly	2,080.00	0.43	24,960.00	5.20		
				RENT	02/01/21	Monthly	2,120.00	0.44	25,440.00	5.30		
				RENT	02/01/22	Monthly	2,160.00	0.45	25,920.00	5.40		

Lease Options

Num	Category	Call Up	Expiration	Unit	Description
1	Renewal	7/31/2022	1/31/2028	214-09	1 5 yr. 2/1/23 - 1/31/28

EXHIBIT D

EXISTING CONTRACTS

EXHIBIT E

ENVIRONMENTAL REPORTS

ASTM phase I environmental site assessment & phase II limited site investigation report

Date: June 11, 2013

Prepared by: Lightship Engineering, LLC

ACQUISITION OF

60 MAPLE STREET
MANSFIELD, BRISTOL COUNTY, MASSACHUSETTS

BY

ABC PROPERTY OWNER LLC

FROM

60 MAPLE STREET SELLER LLC

FOR A PURCHASE PRICE OF

$20,000,000

CLOSING DATE: December 18, 2018

IMPORTANT DATES

PSA Agreement Effective Date	August 20, 2018
• Initial Deposit Due ($500,000)	August 22, 2018 *(two (2) business days from PSA effective date)*
Title/Survey Objections Due Date:	On or before the Expiration of the Due Diligence Period
• Seller Response to Title Objections Due Date	Seven (7) days from receipt of Objection Notice
Expiration of Due Diligence Period:	September 19, 2018 at 5pm EST *(30 days from date of PSA effective date)*
• Additional Deposit Due ($250,000)	September 21, 2018 *(two (2) business days after expiration of diligence)*
Closing Date:	December 18, 2018 *(90 days after expiration of diligence)*
• Extended Closing Date	N/A
○ Notice of Extension Due	N/A
○ Extension Deposit Due	N/A
Notice of Assignment of PSA	N/A – PSA is in the name of the entity taking title to the property
Post-Closing True Up Period	6 months from Closing
Seller Rep Survival Period	9 months from Closing

KEY

Buyer	ABC Property Owner LLC
BCH	Bickham, Ciano & Hogan LLP, counsel to Buyer
LC	Lenders R'Us LLP, counsel to Lender
Lender	Big Bank Lender, N.A.
SC	Another Big Law Firm LLP, counsel to Seller
Seller	60 Maple Street Seller LLC
Surveyor	Mansfield Surveyors
Title / Escrow	Stewart Title Guaranty Company

(see Working Parties at the end of this document for parties' contact information)

DOCUMENT		RESP. PARTY	STATUS / COMMENTS	DOC ID
1.	**PRELIMINARY MATTERS**			
1.1	Organizational Charts	BCH		
1.2	Letter of Intent	Buyer		
1.3	Access Agreement	Buyer/ Seller		
1.4	Purchase and Sale Agreement	BCH/SC		
	1.4.1 Notice of Accepted/Rejected Contracts, if applicable	BCH		
	1.4.2 Assignment to Buyer SPE	BCH		
	1.4.3 Notice of Assignment	BCH		
2.	**TITLE, SURVEY, AND ZONING MATTERS**			
2.1	Title Commitment	Title		
	2.1.1 Title & Survey Summary	BCH		
	2.1.2 Title Objection Letter	BCH		
	(a) Seller Response	SC		
	2.1.3 Updated Title Commitment	Title		
2.2	Owner's Proforma Policy	BCH/Title		
2.3	Lender's Proforma Policy	LC/Title	LC to negotiate with Title.	
2.4	ALTA Survey	BCH/ Surveyor		
2.5	Zoning Report	BCH		
2.6	Payoff Letters for Seller's existing financing	Seller		
2.7	Municipal Lien Certificates	Title		
2.8	Final Water/Sewer Readings	Seller		
2.9	Estoppel Certificate for Title Matters	Seller	TBD after title review.	
3.	**OTHER REAL ESTATE DILIGENCE MATTERS**			
3.1	Phase I Environmental Report	Seller	N/A as Buyer is ordering a new report.	
	3.1.1 Reliance Letters to Owner	Seller/ Buyer	N/A as Buyer is ordering a new report.	
	3.1.2 New Phase I Environmental Report	Buyer	Buyer to confirm receipt and review.	

DOCUMENT		RESP. PARTY	STATUS / COMMENTS	DOC ID
	3.1.3 Environmental Insurance	Buyer	N/A	
3.2	Property Financials			
	3.2.1 Annual Operating Budget/Pro Forma	Seller	Buyer to confirm receipt and review.	
	3.2.2 Schedule of planned/needed capital expenditures	Seller	Buyer to confirm receipt and review.	
3.3	Utility Bills	Seller	Buyer to confirm receipt and review.	
3.4	Real Estate Tax Bills	Seller	Buyer to confirm receipt and review.	
3.5	List and Copies of Service Contracts	Seller	Buyer to confirm receipt and review.	
3.6	List and Copies of Warranties	Seller	Buyer to confirm receipt and review.	
3.7	List of Personal Property	Seller	Buyer to confirm receipt and review.	
3.8	Plans, specs, surveys and contracts relating to tenant improvements	Seller	Buyer to confirm receipt and review.	
3.9	Copies of assignable licenses, permits, certificates of occupancy and approvals	Seller	Buyer to confirm receipt and review.	
3.10	Requests from tenant for reimbursement, copies of invoices and lien waivers	Seller	Buyer to confirm receipt and review.	
3.11	New Appraisal Reports	Lender	Buyer to confirm receipt and review.	
3.12	New Property Condition Report	Buyer	Buyer to confirm receipt and review.	
3.13	New ADA Compliance Survey	Buyer	See PCR.	
3.14	UCC, tax lien and judgment searches of the Seller	BCH		
3.15	UCC, tax lien and judgment searches of Tritower Financial Group LLC for Lender	LC		
4.	**LEASING AND OPERATIONAL MATTERS**			
4.1	Lease Review			
	4.1.1 Tenant Leases	Buyer	Buyer to confirm receipt and review.	
4.2	Estoppel Certificates			
	4.2.1 Major Tenant Estoppel Certificates			

DOCUMENT	RESP. PARTY	STATUS / COMMENTS	DOC ID
(a) Tenant One LLC	Seller		
(b) Tenant Two LLC	Seller		
(c) Tenant Three LLC	Seller		
4.3 Transfer of Letter of Credit	Seller	N/A	
4.4 SNDAs			
4.4.1 Tenant One LLC	Seller		
4.4.2 Tenant Two LLC	Seller		
4.4.3 Tenant Three LLC	Seller		
4.5 Property Management Agreements	BCH/ Buyer		
4.6 Insurance Matters	Buyer	Buyer to advise when complete.	
5. ACQUISITION DOCUMENTS & DELIVERIES			
5.1 Quitclaim Deed	Seller/SC		
5.2 Bill of Sale and Assignment	Seller/SC		
5.3 Assignment of Licenses, Permits, and Approvals	Seller/SC		
5.4 Assignment of Warranties, Guaranties, Governmental Approvals and Intangibles	Seller/SC		
5.5 FIRPTA Affidavit	Seller/SC		
5.6 Title/Gap Affidavit	Seller/SC/ Title		
5.7 Seller "Bring-Down" Certificate as to Reps and Warranties	Seller/SC	N/A – not a required document under the PSA.	
5.8 Buyer "Bring-Down" Certificate as to Reps and Warranties	Buyer/ BCH	N/A – not a required document under the PSA.	
5.9 Letters to Tenants	Seller/SC		
5.10 Transfer Tax Forms	Seller		
5.11 Evidence of Termination of Existing PMA(s)	Seller/SC		
5.12 Evidence of Termination of Contracts not Assumed	Seller/SC		
5.13 Transfer of Warranties, if any	Seller/SC		
5.14 Original Letters of Credit	Seller		
5.15 Additional Closing Deliveries		Buyer & Seller to arrange delivery.	
5.15.1 Books and records	Seller		

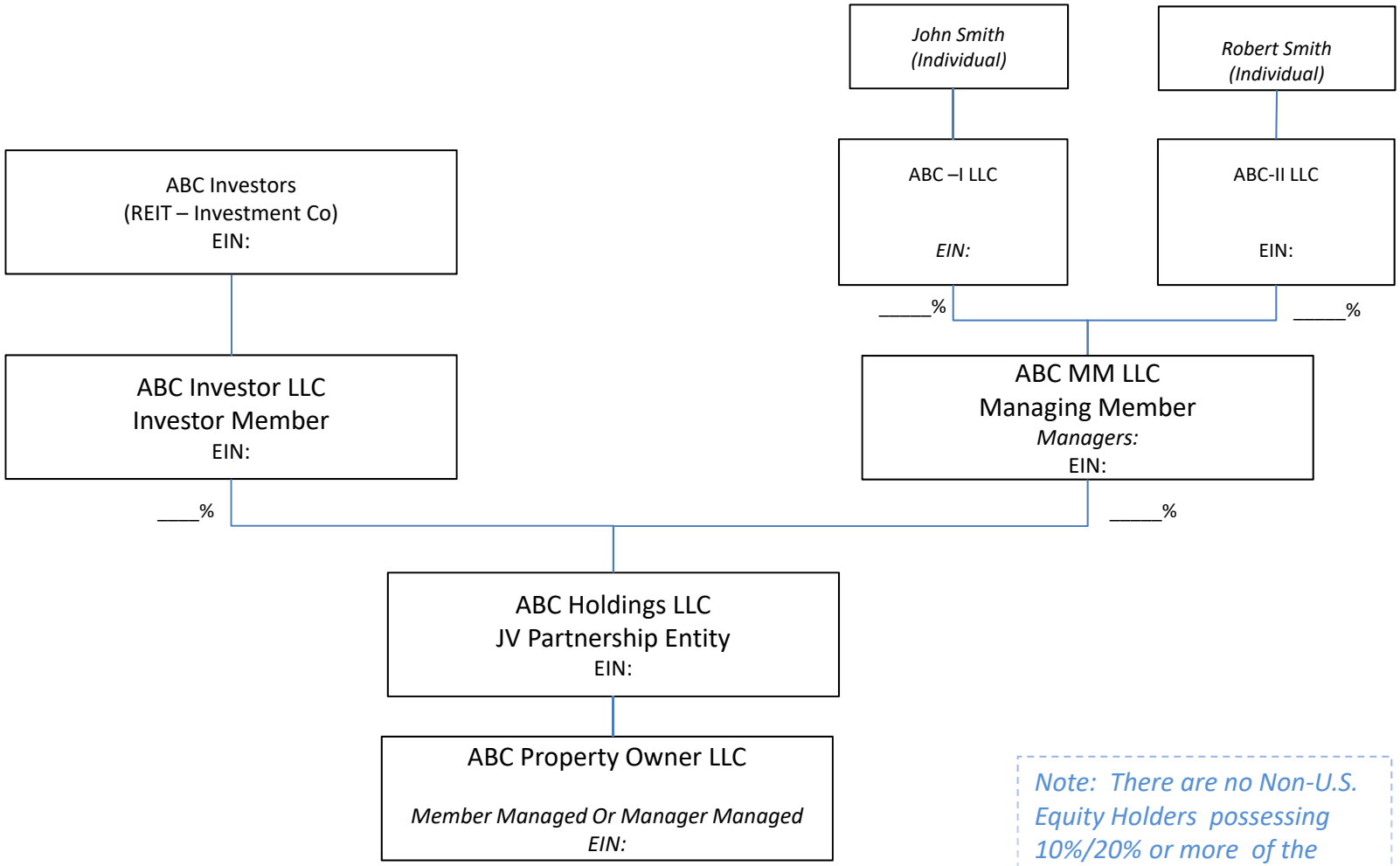
DOCUMENT	RESP. PARTY	STATUS / COMMENTS	DOC ID
5.15.2 Contracts and building plans and specifications in Seller's possession	Seller		
5.15.3 Keys and Key Codes	Seller		
5.15.4 Original Leases (or copies if unavailable)	Seller		
5.15.5 Rent Schedule, including deposits and prepaid rents	Seller		
5.15.6 Copies of all Assumed Contracts	Seller		
6. MORTGAGE FINANCING			
6.1 Term Sheet	Buyer/ Lender		
6.2 Loan Documents	LC		
6.3 Legal Opinions			
6.3.1 Due Authority and Execution	BCH		
6.3.2 Massachusetts Enforceability	BCH		
7. ORGANIZATIONAL AND AUTHORITY DOCUMENTS			
7.1 ABC PROPERTY OWNER LLC – Buyer			
7.1.1 Certificate of Formation (DE)	BCH		
7.1.2 Certificate of Good Standing (DE)	BCH		
7.1.3 LLC Agreement	BCH		
7.1.4 Foreign Qualification (MA)	BCH		
7.1.5 Certificate of Good Standing (MA)	BCH		
7.1.6 Prepare SS-4 (obtain EIN)	BCH		
7.2 ABC MM LLC– Member of Buyer			
7.2.1 Certificate of Formation (DE)	BCH		
7.2.2 Certificate of Good Standing (DE)	BCH		
7.2.3 LLC Agreement	BCH		
7.2.4 Prepare SS-4 (obtain EIN)	BCH		
7.3 Seller SPE Entity and Authority	Seller/ Title	Title to confirm receipt of all entity and authority.	
7.4 AUTHORITY			
7.4.1 Written Consent of the Member of ABC Property Owner LLC	BCH		

DOCUMENT		RESP. PARTY	STATUS / COMMENTS	DOC ID
	7.4.2 Member's Certificate	BCH		
	7.4.3 Manager's Certificate	BCH		
8.	**CLOSING MATTERS**			
8.1	Closing Statement (Buyer)	Escrow		
8.2	Closing Protection Letter	Escrow	N/A	
8.3	Escrow Instructions with Title Company			
	8.3.1 Buyer	BCH		
	8.3.2 Seller	SC		
	8.3.3 Lender	LC		
8.4	Escrow Agent Wiring Instructions	Escrow		
9.	**POST CLOSING MATTERS**			
9.1	Adjustments (if any)	Seller / Buyer		
9.2	Confirm delivery of Tenant Notice Letters	BCH		
9.3	Confirm delivery or assignment of LOCs	BCH		
9.4	Assignment of Warranties	Buyer		
9.5	Receipt of original conveyance documents and owner policy.	Title		

WORKING PARTIES

BUYER	
BUYER COUNSEL	
BUYER COUNSEL (LOCAL)	
SELLER	
SELLER COUNSEL	
LENDER	
LENDER COUNSEL	
PROPERTY MANAGER	
TITLE COMPANY / ESCROW AGENT	
SURVEYOR	

EXHIBIT C
(Property Name)
(Address)
Structure Chart



Note: There are no Non-U.S. Equity Holders possessing 10%/20% or more of the indirect interests in ABC Property Owner LLC

127533141

DONE

EXHIBIT D
SNDA AND ESTOPPEL TRACKING CHART

[PROJECT NAME] SNDA and Estoppel - Tracking Chart					
Tenant	**SNDA Received**	**Estoppel Received**	**Contact**	**Status**	**Comments**
Property #1					
Tenant #1	Draft received;	Draft received		**TENANT SIGNATORY AVAILABLE OCTOBER 5TH FOR SIGNING.**	** SNDA REQUIRED 9/10 SNDA & Estoppel comments sent to LC; 9/12 9/24 SNDA comments approved by LC; final versions agreed upon.
Tenant #2	Draft received; Received and circulated 9/26	Draft received; Received and circulated 9/26			9/13 SNDA comments sent to LC; 9/14 LC response circulated to JJ. 9/17 LC comments sent to tenant.
Tenant #4	Received. Corrected versions circulated 10/3	Received. Corrected versions circulated 10/3			**SNDA NOT NOTARIZED**
Tenant #5	Received	Received			** SNDA REQUIRED
Property #2					
Tenant #1	Received and circulated 10/3	Received and circulated 10/3			** SNDA REQUIRED
Property #3					
Tenant #1	Received and circulated 10/3	Received and circulated 10/3			** SNDA REQUIRED

EXHIBIT E

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

stewart title®

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Stacey Hanrahan
Authorized Countersignature

Stewart Title Guaranty Company
Company Name

Boston, Massachusetts
City, State

stewart
title guaranty company

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

Matt Morris
President and CEO

Denise Carraux
Secretary

For more information, please contact:
Annette M. Comer, Vice President and
Senior Underwriter
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, Massachusetts 02108
Email: acomer@stewart.com Tel: 617-933-2441

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < http://www.alta.org/> .

stewart®
title guaranty company

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

stewart title®

STEWART TITLE GUARANTY COMPANY
Commercial Services
One Washington Mall, Suite 1400
Boston, Massachusetts 02109

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Commitment Number: 18-07-1309

1. Effective Date: August 19, 2018

2. Policy or Policies to be issued: — Amount of Insurance

(a) ALTA 2006 Owner Policy — $[redacted]
Proposed Insured: [redacted]

(b) ALTA 2006 Loan Policy — $ To be determined
Proposed Insured: To be determined

3. The Estate or interest in the land described or referred to in this commitment and covered herein is *fee simple* and title hereto is at the effective date hereof vested in:

Maple Street Management, LLC, a Massachusetts limited liability company, by virtue of a Deed from Whitinsfield G Land, LLC (8.1% interest); The G Land Limited Partnership (58.6% interest); and Kenneth D. Polivy and Linda G. Polivy, as Trustees for Dougal Realty Trust u/d/t dated September 18, 1985 (33.3 % interest), dated January 1, 2015 and filed as Document No. 101941 with the Bristol North Registry District of the Land Court, creating Certificate of Title No. 14691.

NOTE: As hereinafter used "recorded" shall mean "recorded with the Bristol County Northern District Registry of Deeds" and "filed" shall mean "filed with the Bristol North Registry District of the Land Court."

4. The land referred to in this commitment is described as set forth on the attached Exhibit A.

UNLESS A SPECIFIC AMOUNT OF INSURANCE IS STATED ON THIS SCHEDULE A, OR SET FORTH IN AN ENDORSEMENT TO THIS COMMITMENT, THE LIABILITY OF THE COMPANY SHALL NOT EXCEED $1,000.00. THIS COMMITMENT IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY, AND THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE TERMS OF ITS POLICY OR POLICIES.

STEWART TITLE GUARANTY COMPANY

By: _____
Stacey Hanrahan
Underwriter
Direct Dial: 617-933-2435
Email: stacey.hanrahan@stewart.com

EXHIBIT A

LEGAL DESCRIPTION **COMMITMENT NO. 18-07-1309**

PARCEL I - a portion of 60 Maple Street

That certain parcel of land situated in Mansfield, in the County of Bristol and said Commonwealth, bounded and described as follows:

Southerly by Maple Street, three hundred twenty-nine and 14/100 (329.14) feet; Westerly by Lot 44 as shown on plan hereinafter mentioned on three courses measuring one hundred forty-eight and 88/100 (148.88) feet, sixty-two and 40/100 (62.40) feet and two hundred forty-five and 66/100 (245.66) feet; Northerly by said Lot 44, three hundred ninety-seven and 17/100 (397.17) feet' Easterly by said Lot 44, four hundred fifty-five and 41/100 (455.41) feet; Southeasterly by said Lot 44 on a curved line having a radius of 30 feet, forty-seven and 12/100 (47.12) feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604R, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 43 on said plan.

PARCEL II - a portion of 60 Maple Street

SOUTHERLY	by Maple Street, 90.00 feet;
NORTHWESTERLY	by Lot #43 (Land Court Plan #19604-R), on a curved line having a radius of 30 feet, 47.12 feet;
WESTERLY	by said Lot #43, 455.48 feet;
NORTHERLY	by Lot #44 (Land Court Plan #19604-R), 159.68 feet;
EASTERLY	by land of the Town of Mansfield, 507.72 feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604-W, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot #55, on said plan.

Said premises has the benefit of the right and easement reserved by the grantor in deed to Charles C. Copeland Co. filed as Document No. 12113.

PARCEL III - a portion of 60 Maple Street

That certain parcel of land situated in Mansfield, County of Bristol, Commonwealth of Massachusetts bounded and described as follows:

NORTHWESTERLY	by Oakland Street forty eight and 46/100 (48.46) feet;
NORTHEASTERLY	by Lot 59 as shown on a plan hereinafter mentioned on a curved line having a radius of four hundred sixty - seven and 78/100 (467.78) feet three hundred fourteen and 60/100 (314.60) feet;
EASTERLY	by Lot 43 (Land Court Plan 19604Y) on several courses measuring together four hundred fifty-six and 94/100 (456.94) feet;
SOUTHERLY	by Maple Street one hundred two and 28/100 (102.28) feet; and
NORTHWESTERLY, WESTERLY SOUTHERLY	by land of Louis M. Soldani, Jr. and Donna M. Soldani and by land of Hutchinson Realty Company on several courses measuring together seven hundred fifty - seven and 40/100 (757.40) feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604Y all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 58 on said plan.

Together with the right to use the existing railway side track thereon (the centerline of which is marked "17' Wide Railroad Easement" on said plan) in common with others entitled thereto.

PARCEL IV - 411 Oakland Street

That certain parcel of land situated in Mansfield, in the County of Bristol, Commonwealth of Massachusetts bounded and described as follows:

NORTHWESTERLY	by Oakland Street fifty (50.00) feet;
NORTHEASTERLY	by Lot 60 as shown on a plan hereinafter mentioned fifty (50.00) feet;
NORTHERLY	by said Lot 60 six hundred seventy-seven and 78/100 (677.78) feet;
EASTERLY	by land of the Town of Mansfield two hundred seventy-one (271.00) feet
SOUTHERLY	by Lot 43 (Land Court Plan 19604R) five hundred fifty-six and 85/100(556.85) feet; and
SOUTHWESTERLY	by Lot 58 on a curved line having a radius of four hundred sixty-seven and 78/100 (467.78) feet, three hundred fourteen and 60/100 (314.60) feet.

All of said boundaries are determined by the court to be located as shown on a plan filed with the Court as Plan No. 19604Y all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County and said Parcel is shown as Lot 59 on said plan.

PARCEL V - 421-431 Oakland Street

The land as 421-431 Oakland Street, Mansfield, Bristol County, Massachusetts more particularly shown as Lot 60 on a Plan entitled "Subdivision Plan of Land in Mansfield", dated June 22,1977 by Guerriere & Halnon Inc. Surveyors, filed with the Land Court, a copy of a portion of which is filed with Bristol North Registry District of the Land Court with Certificate of Title No. 5062 as Plan No. 19604-Y bounded and described as follows:

WESTERLY	by Oakland Street three hundred sixty-four and 65/100 (364.65) feet;
NORTHWESTERLY	by land now or formerly of William H. Bannon along the Foxborough - Mansfield Town line five hundred eighty-six and 62/100 (586.62) feet;
EASTERLY	by land of the Town of Mansfield four hundred thirty- one and 22/100 (431.22) feet;
SOUTHEASTERLY	by Lot 59, six hundred seventy-seven and 78/100 (677.78) feet; and
SOUTHEASTERLY	by Lot 59, fifty (50) feet.

Together with a permanent right and easement to use the areas marked on said plan "20' Wide Sewer Easement" and "Proposed 20' Wide Utility Easement" for the installation, use, maintenance and repair of underground utility lines and sewer lines, as set forth in Deed files with the Bristol North Registry District of the Land Court as Document No. 18885.

Together with a permanent right and easement to use a seventeen foot wide strip of land, the center line of which is marked on said plan "Proposed 17' Wide Railroad Easement" for the installation use maintenance and repair of a railroad sidetrack.

Together with the benefit of the right and easement reserved in a deed to Charles C. Copeland, Inc., filed with the Bristol North Registry District of the Land Court as Document No. 12113.

SCHEDULE B- SECTION 1 **Commitment No. 18-07-1309**

Requirements

The following are the requirements to be complied with:

Item a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item b) Payment of the premiums, fees and charges for the policy.

Item c) Payment of all taxes, charges, assessments, levied and assessed against the subject premises, which are due and payable. Municipal Lien Certificate(s) will be ordered upon request.

Item d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from Maple Street Management, LLC to Albany Road Real Estate Partners LLC;

   Any deed conveying property by the limited liability company must contain one of the following statements:

   "This conveyance is not a conveyance of all or substantially all of the assets of the Grantor in the Commonwealth of Massachusetts"
   OR
   The Grantor has not elected to be treated as a corporation for Federal Income Tax purposes."

   If either one of the above statements cannot be made, then an excise tax waiver pursuant to M.G.L. Ch. 62C, § 52 must be obtained and recorded

2. Mortgage from Albany Road Real Estate Partners LLC to proposed lender to be insured;

3. Release, Termination, Discharge of the following matters which appear of public record:

   a) Mortgage and Security Agreement and Financing Statement from Whitinsfield G Land, LLC; Kenneth D. Polivy and Linda G. Polivy, Trustees of Dougal Realty Trust u/d/t dated September 18, 1985 and The G Land Limited Partnership to Brookline Bank dated June 24, 2013 and filed as Document No. 99244; as affected by Amendment of Security Instruments by and among Brookline Bank, Lender; Whitinsville G Land, LLC; Kenneth D. Polivy and Linda G. Polivy, Trustees of Dougal Realty Trust u/d/t September 18, 1985 and The G Land Limited Partnership dated January 24, 2014 and filed as Document No. 100375; as further affected by Assignment and Assumption Agreement by and among Brookline Bank, Lender; Whitinsville G Land, LLC; Kenneth D. Polivy and Linda G. Polivy, Trustees of Dougal Realty Trust u/d/t dated September 18, 1985 and The G Land Limited Partnership, Assignor and Maple Street Management, LLC, Assignee dated January 1, 2015 and filed as Document No. 102244; as further affected by Amendment of Security Instruments by and between Brookline Bank and Maple Street Management, LLC dated April 15, 2015 and filed as Document No. 102418.

b) Collateral Assignment of Lessor's Interest in Leases, Rents and Profits from Whitinsfield G. Land LLC; Kenneth D. Polivy and Linda G. Polivy, Trustees of Dougal Realty Trust and The G Land Limited Partnership to Brookline Bank dated June 24, 2013 and filed as Document No. 99245; as affected by Amendment of Security Instruments by and among Brookline Bank, Lender; Whitinsville G Land, LLC; Kenneth D. Polivy and Linda G. Polivy, Trustees of Dougal Realty Trust u/d/t September 18, 1985 and The G Land Limited Partnership dated January 24, 2014 and filed as Document No. 100375; as further affected by Assignment and Assumption Agreement by and among Brookline Bank, Lender; Whitinsville G Land, LLC; Kenneth D. Polivy and Linda G. Polivy, Trustees of Dougal Realty Trust u/d/t dated September 18, 1985 and The G Land Limited Partnership, Assignor and Maple Street Management, LLC, Assignee dated January 1, 2015 and filed as Document No. 102244; as further affected by Amendment of Security Instruments by and between Brookline Bank and Maple Street Management, LLC dated April 15, 2015 and filed as Document No. 102418.

Item e) Satisfactory completion of a standard Mechanic Lien/Parties in Possession Affidavit and Indemnity Form alleging that any improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid and have released of record all liens or notice of intent to perfect a lien for labor or material, plus identification of parties in possession, including rent roll, if appropriate.

Item f) Full on ground ALTA/NSPS Survey which locates and defines all recorded exceptions noted in Schedule B, Section 2 and reflecting issues which are satisfactory in the Company's sole discretion.

Item g) The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured, or otherwise ascertaining details of the transaction.

Item h) **Authority documents for all parties executing documents.**

Schedule B - Section 2 **Commitment No. 18-07-1309**

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public records but which would be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

3. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

5. Real estate taxes and municipal charges which constitute liens.

6. Title to and rights of others in common with the insured to use the railway sidetrack shown as "Existing Railroad Tracks" on Land Court Plan 19604R.

7. Easement for the installation, maintenance and use of a sewer line and utility lines in the 20' wide strip of land on Lot 43 marked "Sewer Easement 20.00 wide" on Land Court Plans 19604R and 19604Y.

8. 17' Wide Railroad Easement shown on Land Court Plan filed as 19604Y.

9. Rights and easements granted to Mansfield Water Company by Deed from Harriet N. Williams and Charles H. Williams, dated March 2 1888 and recorded in Book 462, Page 294; and Deed from Benjamin F. Hodges dated September 19, 1888 recorded in Book 468 Page 71, as noted on Certificate of Title No. 1157.

10. Easements as set forth in a Deed from Leonard H. Russell, Trustee of 411 Realty Trust to Leonard H. Russell and Irving L. Schwarz dated July 29 1989 and filed as Document No. Document No. 34290.

11. Restrictions set forth in a Deed from Paul A. Schmid, Trustee of Mansfield Industrial Park Realty Trust to Hoerner-Waldorf Corporation dated May 1, 1970 and filed as Document No. 12552; as affected by Release of Restrictions filed as Document No. 14846; as further affected by Release of Restrictions filed as Document No. 14848; as further affected by Release of Restrictions filed as Document No. 14849; and as further affected by Release of Restrictions filed as Document No. 14865.

12. Right and easement set forth in a Deed from Paul A. Schmid to Charles C. Copeland Co. Inc., dated May 9, 1969 and filed as Document No. 12113.

13. Easements and Stipulations noted on Certificate of Title No. 1157.

14. Declaration of Covenants, Restrictions and Agreements by RLH, LLC, restricted party, and Cara Muir and Jeffrey Muir, abutters, dated August 21, 1998 and filed as Document No. 59504; as affected by Declaration of Covenants, Restrictions and Agreements by RLH, LLC dated March 4,

1999 and filed as Document No. 61190.

15. Restrictions reservations and easements as noted in Deed from RLH LLC to Eastern Container Corporation dated January 29, 1999 and filed as Document No. 61191, noted on Certificate of Title No. 11624.

16. Easement from RLH, LLC to New England Telephone Company and Mansfield Municipal Electric Department dated October 8, 1999 and recorded in Book 8761, Page 58.

17. Reservations and easements as noted in Deed from John Ryan, Trustee of Mansfield Industrial Park Realty Trust to Corrofab, Inc., dated December 12, 1972 and filed as Document No. 14222.

18. Easements as set forth in a Deed from Paul A. Schmid, Trustee of Mansfield Industrial Park Realty Trust to Leonard H. Russell dated October 20, 1978, filed as Document No 18885; as affected by Partial Release of Easement dated July 23, 2010 and filed as Document No. 93116, and as shown on plans filed as Plan Nos. 19604R, 19604W and 19604Y.

19. Such matters as disclosed on the following Plans:

    a. "Subdivision Plan of Land in Mansfield" by Guerriere and Hanlon, Inc., dated Decemberl6 1974 and filed as Land Court Plan 19604W.

    b. "Subdivision Plan of Land in Mansfield" dated December 4, 1972 and filed as Land Court Plan 19604R.

    c. "Subdivision Plan of Land in Mansfield by Guerriere and Hanlon, Inc., dated June 22 1977 and filed as Land Court Plan 19604Y.Notice of Variance by the Town of Mansfield filed as Document No. 14586.

20. Notice of Variance by the Town of Mansfield filed as Document No. 15954.

21. Special Permit Decision on the application of Eastern Container, filed as Document No. 59826.

22. Decision by Town of Mansfield Zoning Board of Appeals, filed as Document No. 59827.

23. Special Permit Decision on the application of Eastern Container Corp., dated January 24, 1990, recorded in Book 4713, Page 145.

24. Decision by the Town of Mansfield Zoning Board of Appeals, filed as Document Nos. 41464 and 41465.

25. Notice of Variance by the Mansfield Zoning Board of Appeals dated December 24, 2014 and recorded in Book 22076, Page 224.

NOTE: Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenant, condition or restriction violates 42 USC 3604(c), is hereby deleted.

END OF SCHEDULE

ITEMS CORRESPONDING TO SCHEDULE B-II

6. Title to and rights of others in common with the insured to use the railway sidetrack shown as "Existing Railroad Tracks" on Land Court Plan 19604R and 17' Wide Railroad Easement shown on Land Court Plan filed as 19604Y. RAILROAD TRACKS SHOWN HEREON

7. Easement for the installation, maintenance and use of a sewer line and utility lines in the 20' wide strip of land on Lot 43 marked "Sewer Easement 20.00 wide" on Land Court Plans 19604R and 19604Y. THE EASEMENT REFERENCED THEREIN LIES WITHIN THE SUBJECT PROPERTY AND IS SHOWN HEREON

8. Intentionally Deleted. Combined with 6 above.

9. Rights and easements granted to Mansfield Water Company by Deed from Harriet N. Williams and Charles H. Williams, dated March 2 1888 and recorded in Book 462, Page 294; and Deed from Benjamin F. Hodges dated September 19, 1888 recorded in Book 468 Page 71, as noted on Certificate of Title No. 1157.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT DESCRIPTION–NOT PLOTTABLE.

10. Intentionally Deleted. Combined with 18 below.

11. Restrictions set forth in a Deed from Paul A. Schmid, Trustee of Mansfield Industrial Park Realty Trust to Hoerner–Waldorf Corporation dated May 1, 1970 and filed as Document No. 12552; as affected by Release of Restrictions filed as Document No. 14846; as further affected by Release of Restrictions filed as Document No. 14848; as further affected by Release of Restrictions filed as Document No. 14849; and as further affected by Release of Restrictions filed as Document No. 14865. RESTRICTIONS DO NOT APPLY TO SUBJECT PROPERTY–NOT PLOTTABLE

12. Intentionally Deleted. Combined with 18 below.

13. Easement from Nettie B. Lowney, to Shell Oil Company, Incorporated dated April 11, 1940 and recorded in Book 858, Page 300 and noted on Certificate of Title No. 1157 and depicted on Plan Nos. 19604R, 19604W and 19604Y; as affected by Partial Release of Easement from Shell Oil Company dated July 23, 2010 and filed as Document No. 93116. EASEMENT REFERENCED IN DOCUMENTS SHOWN HEREON.

14. Declaration of Covenants, Restrictions and Agreements by RLH, LLC, restricted party, and Cara Muir and Jeffrey Muir, abutters, dated August 21, 1998 and filed as Document No. 59504; as affected by Declaration of Covenants, Restrictions and Agreements by RLH, LLC dated March 4, 1999 and filed as Document No. 61190. BUFFER AREA SHOWN HEREON–RESTRICTIVE COVENANTS BLANKET IN NATURE–NOT PLOTTABLE.

15. Intentionally Deleted. Combined with 18 below.

16. Easement from RLH, LLC to New England Telephone Company and Mansfield Municipal Electric Department dated October 8, 1999 and recorded in Book 8761, Page 58. ITEM IS BLANKET IN NATURE–NOT PLOTTABLE.

17. Intentionally Deleted. Combined with 18 below.

18. Easements as set forth in a Deed from Paul A. Schmid to Charles C. Copeland Co. Inc., dated May 9, 1969 and filed as Document No. 12113, Deed from John Ryan, Trustee of Mansfield Industrial Park Realty Trust to Corrofab, Inc., dated December 12, 1972 and filed as Document No. 14222, Deed from Paul A. Schmid, Trustee of Mansfield Industrial Park Realty Trust to Leonard H. Russell dated October 20, 1978, filed as Document No 18885, Deed from Leonard H. Russell, Trustee of 411 Realty Trust to Leonard H. Russell and Irving L. Schwarz dated July 29 1989 and filed as Document No. Document No. 34290, Deed from RLH LLC to Eastern Container Corporation dated January 29, 1999 and filed as Document No. 61191; all as affected by Partial Release of Easement from Shell Oil Company dated July 23, 2010 and filed as Document No. 93116, and as shown on plans filed as Plan Nos. 19604R, 19604W and 19604Y. EASEMENTS REFERENCED IN DOCUMENTS SHOWN HEREON.

19. Such matters as disclosed on the following Plans:
a. "Subdivision Plan of Land in Mansfield" by Guerriere and Hanlon, Inc., dated December16 1974 and filed as Land Court Plan 19604W.
b. "Subdivision Plan of Land in Mansfield" dated December 4, 1972 and filed as Land Court Plan 19604R.
c. "Subdivision Plan of Land in Mansfield by Guerriere and Hanlon, Inc., dated June 22 1977 and filed as Land Court Plan 19604Y.Notice of Variance by the Town of Mansfield filed as Document No. 14586.
EASEMENTS REFERENCED IN DOCUMENTS SHOWN HEREON.

FLOOD NOTE

By graphic plotting this property is in zone X OF THE FLOOD INSURANCE RATE MAP COMMUNITY 25005C MAP NUMBER 0037–F WITH AN EFFECTIVE DATE OF JULY 7 2009 AND IS NOT A SPECIAL FLOOD HAZARD AREA AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. NO FIELD SURVEY ACTIVITIES WERE PERFORMED TO VERIFY THIS INFORMATION

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
09/11/2018	FIRST DRAFT	09/25/2018	NETWORK COMMENTS
09/21/2018	NETWORK COMMENTS		
09/24/2018	NETWORK COMMENTS		
FIELD WORK: 08/15/2017	DRAFTED: REL/NRE	CHECKED BY: DSJ	FB 128 & PG: 13-16

HOLDEN ENGINEERING & SURVEYING, INC.
9 CONSTITUTION DRIVE
P.O. BOX 10153
BEDFORD, NH 03310
(603) 472-2078

DATE: 09/12/2018
SCALE: 1" = 50"
DRAWN BY: REL/NRE
CHECKED BY: DSJ
JOB NO. 1820504

RECORD DESCRIPTION

PARCEL I – a portion of 60 Maple Street

That certain parcel of land situated in Mansfield, in the County of Bristol and said Commonwealth, bounded and described as follows:
Southerly by Maple Street, three hundred twenty–nine and 14/100 (329.14) feet; Westerly by Lot 44 as shown on plan hereinafter mentioned on three courses measuring one hundred forty–eight and 88/100 (148.88) feet, sixty–two and 40/100 (62.40) feet and two hundred forty–five and 66/100 (245.66) feet; Northerly by said Lot 44, three hundred ninety–seven and 17/100 (397.17) feet' Easterly by said Lot 44, four hundred fifty–five and 41/100 (455.41) feet; Southeasterly by said Lot 44 on a curved line having a radius of 30 feet, forty–seven and 12/100 (47.12) feet.
All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604R, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 43 on said plan.

PARCEL II – a portion of 60 Maple Street

SOUTHERLY by Maple Street, 90.00 feet;
NORTHWESTERLY by Lot #43 (Land Court Plan #19604–R), on a curved line having a radius of 30 feet, 47.12 feet;
WESTERLY by said Lot #43, 455.48 feet;
NORTHERLY by Lot #44 (Land Court Plan #19604–R), 159.68 feet;
EASTERLY by land of the Town of Mansfield, 507.72 feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604–W, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot #55, on said plan.

Said premises has the benefit of the right and easement reserved by the grantor in deed to Charles C. Copeland Co. filed as Document No. 12113.

PARCEL III – a portion of 60 Maple Street

That certain parcel of land situated in Mansfield, County of Bristol, Commonwealth of Massachusetts bounded and described as follows:
NORTHWESTERLY by Oakland Street forty eight and 46/100 (48.46) feet;
NORTHEASTERLY by Lot 59 as shown on a plan hereinafter mentioned on a curved line having a radius of four hundred sixty – seven and 78/100 (467.78) feet three hundred fourteen and 60/100 (314.60) feet;
EASTERLY by Lot 43 (Land Court Plan 19604Y) on several courses measuring together four hundred fifty–six and 94/100 (456.94) feet;
SOUTHERLY by Maple Street one hundred two and 28/100 (102.28) feet; and
NORTHWESTERLY, WESTERLY
SOUTHERLY by land of Louis M. Soldani, Jr. and Donna M. Soldani and by land of Hutchinson Realty Company on several courses measuring together seven hundred fifty – seven and 40/100 (757.40) feet.
All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604Y all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 58 on said plan.
Together with the right to use the existing railway side track thereon (the centerline of which is marked "17' Wide Railroad Easement" on said plan) in common with others entitled thereto.

PARCEL IV – 411 Oakland Street

That certain parcel of land situated in Mansfield, in the County of Bristol, Commonwealth of Massachusetts bounded and described as follows:

NORTHWESTERLY by Oakland Street fifty (50.00) feet;
NORTHEASTERLY by Lot 60 as shown on a plan hereinafter mentioned fifty (50.00) feet;
NORTHERLY by said Lot 60 six hundred seventy–seven and 78/100 (677.78) feet;
EASTERLY by land of the Town of Mansfield two hundred seventy–one (271.00) feet
SOUTHERLY by Lot 43 (Land Court Plan 19604R) five hundred fifty–six and 85/100(556.85) feet; and
SOUTHWESTERLY by Lot 58 on a curved line having a radius of four hundred sixty–seven and 78/100 (467.78) feet, three hundred fourteen and 60/100 (314.60) feet.

All of said boundaries are determined by the court to be located as shown on a plan filed with the Court as Plan No. 19604Y all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County and said Parcel is shown as Lot 59 on said plan.

PARCEL V – 421–431 Oakland Street

The land as 421–431 Oakland Street, Mansfield, Bristol County, Massachusetts more particularly shown as Lot 60 on a Plan entitled "Subdivision Plan of Land in Mansfield", dated June 22,1977 by Guerriere & Halnon Inc. Surveyors, filed with the Land Court, a copy of a portion of which is filed with Bristol North Registry District of the Land Court with Certificate of Title No. 5062 as Plan No. 19604–Y bounded and described as follows:

WESTERLY by Oakland Street three hundred sixty–four and 65/100 (364.65) feet;

NORTHWESTERLY by land now or formerly of William H. Bannon along the Foxborough – Mansfield Town line five hundred eighty–six and 62/100 (586.62) feet;

EASTERLY by land of the Town of Mansfield four hundred thirty– one and 22/100 (431.22) feet;

SOUTHEASTERLY by Lot 59, six hundred seventy–seven and 78/100 (677.78) feet; and

SOUTHEASTERLY by Lot 59, fifty (50) feet.

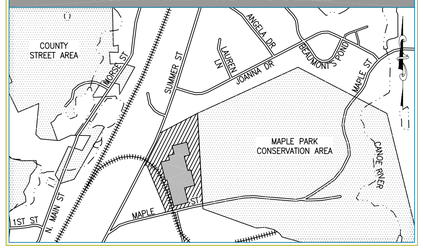
Together with a permanent right and easement to use the areas marked on said plan "20' Wide Sewer Easement" and "Proposed 20' Wide Utility Easement" for the installation, use, maintenance and repair of underground utility lines and sewer lines, as set forth in Deed files with the Bristol North Registry District of the Land Court as Document No. 18885.

Together with a permanent right and easement to use a seventeen foot wide strip of land, the center line of which is marked on said plan "Proposed 17' Wide Railroad Easement" for the installation use maintenance and repair of a railroad sidetrack.

Together with the benefit of the right and easement reserved in a deed to Charles C. Copeland, Inc., filed with the Bristol North Registry District of the Land Court as Document No. 12113.

The property hereon described is the same as the property described in Stewart Title Guaranty Company Commitment No. 18–07–1309 effective date August 19, 2018.

VICINITY MAP - NOT TO SCALE



MISCELLANEOUS NOTES

1. OWNER OF RECORD IS MAPLE STREET MANAGEMENT, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY ONE ADAMS PLACE QUINCY, MA 02169.
2. REFERENCE THIS PARCEL AS MAP 30 LOT 75, 79 AND 82 AS SHOWN ON THE MANSFIELD MASSACHUSETTS ASSESSORS MAPS.
3. DEED REFERENCE IS BOOK 79 PAGE 82, DOCUMENT NO. 101941 WITH THE BRISTOL NORTH REGISTRY DISTRICT OF THE LAND COURT, CREATING CERTIFICATE OF TITLE NO. 14691.
4. TABLE A ITEM 16– THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
5. TABLE A ITEM 17– THERE IS NO OBSERVABLE EVIDENCE OF ANY CHANGES IN STREET RIGHT–OF–WAY LINES EITHER COMPLETED OR PROPOSED, OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.
6. THERE IS NO OBSERVABLE EVIDENCE OF ANY CEMETERY.
7. THE LOCATION OF ALL UTILITIES SERVING OR EXISTING ON THE SURVEYED PROPERTY IS DEPICTED ON PLAN. THE PROPERTY IS FULLY SERVICED BY ALL NECESSARY UTILITIES FROM THE ADJOINING STREETS OR THROUGH EASEMENTS FROM ADJOINING PROPERTIES.
8. SUBJECT PROPERTY HAS DIRECT ACCESS TO MAPLE STREET AND OAKLAND STREET BOTH PUBLIC WAYS.
9. THE ADDRESS OF THE PROPERTY OF 60 MAPLE STREET IS TAKEN FROM THE TOWN OF MANSFIELD MASSACHUSETTS ASSESSORS RECORDS.
10. THE SURVEYOR WAS NOT PROVIDED ANY DOCUMENTATION, WAS NOT MADE AWARE AND DID NOT OBSERVE ANY GROUND MARKINGS ON THE SURVEYED PROPERTY WITH REGARDS TO WETLANDS ON THE SURVEYED PROPERTY. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SUBJECT PARCEL BY HOLDEN ENGINEERING & SURVEYING, INC.

BASIS OF BEARING

BEARINGS BASED ON A MAGNETIC READING TAKEN DURING FIELD SURVEY ACTIVITIES SEPTEMBER OF 2018.

PARKING INFORMATION

200 REGULAR PARKING SPACES
3 HANDICAPPED SPACES

203 TOTAL PARKING SPACES

UTILITY NOTES

1. THE LOCATION OF THE UTILITIES SHOWN HEREON ARE FROM EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

2. FROM OBSERVED ABOVE GROUND APPURTENANCES ONLY AS SHOWN HEREON, WATER, SANITARY SEWER, ELECTRIC LINES AND OR SERVICE ARE AVAILABLE FOR THE SUBJECT PROPERTY.

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME THE SURVEY WAS PERFORMED.

LEGAL

RECORD DESCRIPTION

DUE TO SPACE LIMITATION, THE RECORD DESCRIPTION APPEARS ELSEWHERE ON THIS SHEET.

ZONING INFORMATION

Zoning District: "I–_" Limited Industrial District

Building Site Area Requirements:

Minimum Lot Area = 15,000 square feet
Minimum Lot frontage = 50 feet
Maximum lot coverage = 65%
Maximum Building Height = 45 feet

Minimum front setback = 50 feet
Minimum street side setback = 50 feet
Minimum interior side setback = 20 feet
Minimum rear setback = 20 feet

Parking Requirement:

1 parking space per employee on the largest operating shift.

THE ABOVE ZONING RESTRICTIONS OBTAINED FROM THE PRELIMINARY ZONING COMPLIANCE REPORT PREPARED BY GLOBAL ZONING FOR 60 MAPLE STREET MANSFIELD, MASSACHUSETTS, DATED 9/08/2018. GLOBAL ZONING JOB #GZ5570.

ALTA/NSPS LAND TITLE SURVEY

FOR

MS Mansfield Project

[redacted]

60 Maple Street (and 411 & 421–431 Oakland Street), Mansfield, MA

Based upon Title Commitment 18–07–1309
of Stewart Title Guaranty Company
bearing an effective date of August 19, 2018

Surveyor's Certification

To: [redacted]; Stewart Title Guaranty Company; and Bock & Clark Corporation.

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 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 13, 14, 16, 17, 18, and 20 of Table A thereof. The field work was completed on September 11, 2018.

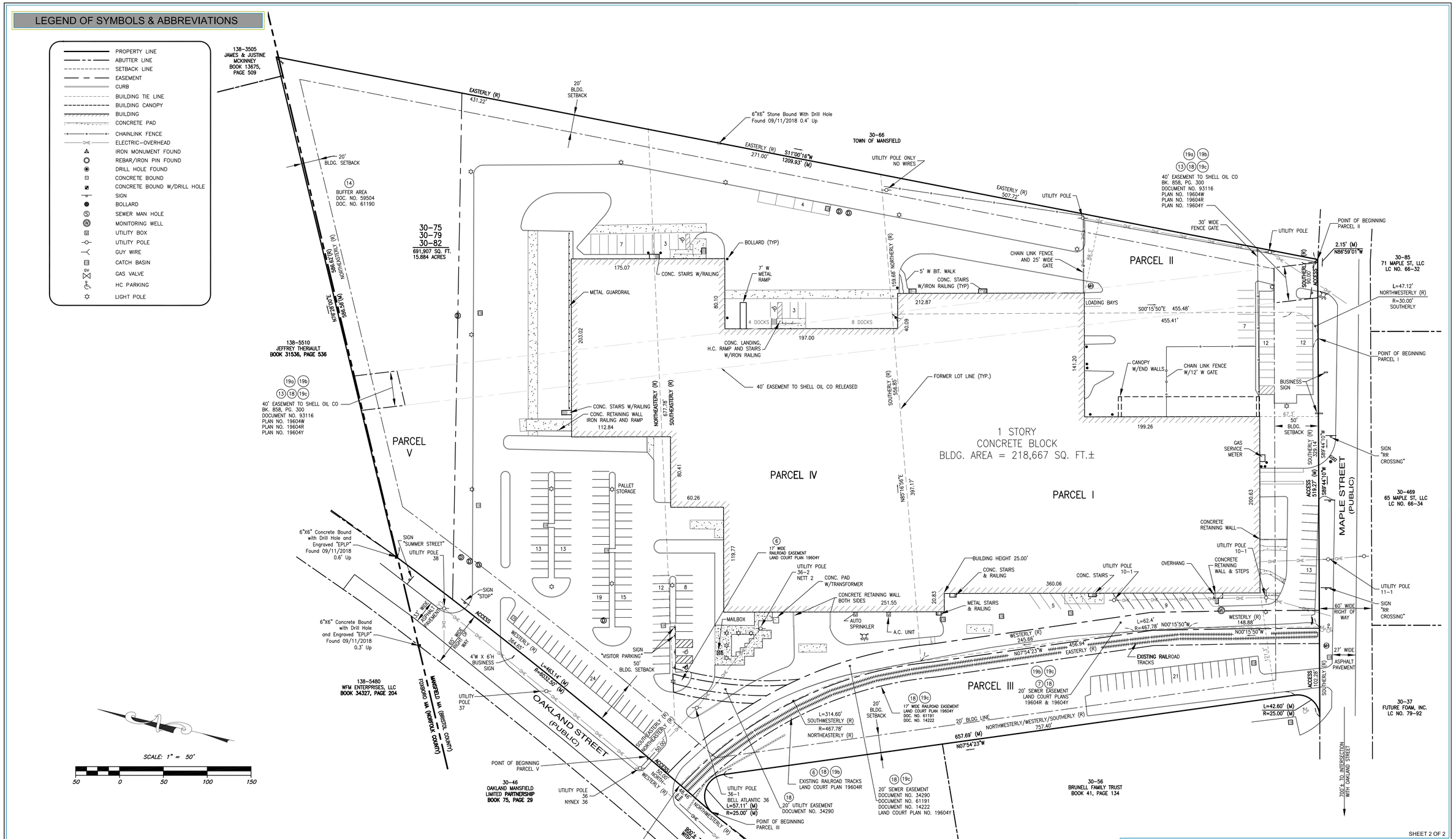
NAME OF SURVEYOR: RAYMOND P. SHEA
REGISTRATION NO. 33192
WITHIN THE STATE OF MASSACHUSETTS
DATE OF SURVEY: 09–11–2018
NETWORK PROJECT NO. 2018003720–001

COMMONWEALTH OF MASSACHUSETTS
RAYMOND P. SHEA
No. 33192
PROFESSIONAL LAND SURVEYOR

SURVEY PERFORMED BY:
HOLDEN ENGINEERING & SURVEYING, INC.
9 CONSTITUTION DRIVE, BEDFORD, NEW HAMPSHIRE 03110
TELEPHONE: (603) 472–2078 / FAX: (603) 472–2464
EMAIL: HES@HOLDENENGINEERING.COM
DRAFTED BY: REL/NRE

SHEET 1 OF 2

Proj. Created: 09/09/18
J:\Dwg\CADD\1820504_60 Maple St., Mansfield, MA 02048.dwg Dec 14, 2018 nerlandson



HOLDEN ENGINEERING & SURVEYING, INC.

9 CONSTITUTION DRIVE
P.O. BOX 10153
BEDFORD, NH 03310
(603) 472-2078

DATE: 09/12/2018
SCALE: 1" = 50"
DRAWN BY: REL/NRE
CHECKED BY: DSJ
JOB NO. 1820504

Bock & Clark
SURVEY • ZONING
ENVIRONMENTAL • ASSESSMENT

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR

MS MANSFIELD PROJECT

DATE OF FIELD SURVEY: AUGUST 16, 2018
NETWORK PROJECT NUMBER: 2018003720, 001

1-(800)-SURVEYS (787-8397)

maywehelpyou@bockandclark.com www.bockandclark.com

J:\Dwg\CADD\1820504_60 Maple St., Mansfield, MA 02048.dwg Dec 14, 2018 nerlandson

Proj. Created: 09/09/18

EXHIBIT G

STANDARD SURVEY REQUIREMENTS

As a condition of closing, [CLIENT] shall have received a current, as-built title survey of the property prepared by a land surveyor licensed to practice surveying in the jurisdiction where the property subject to the following requirements:

1. **Table A.** The survey shall be completed pursuant to the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (the "NSPS Standards") including items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18 and 20 on Table A thereof. In certain cases, other Table A items may be required.

2. **Certification.** The survey shall be dated no more than 30 days prior to closing, must be certified to ACTS Management Services, Inc. and its successors and assigns, must contain the certification set forth in the NSPS Standards, and must be signed and sealed by the surveyor. A copy of the certification contained in the NSPS Standards is set forth below. The survey shall also be certified to the title insurance company insuring title in the transaction, shall be satisfactory to the title insurance company, shall refer to the title insurance commitment by number and effective date, and shall list every recorded exception appearing in the title insurance commitment, with a note stating whether the exception affects the property, and if so whether the exception is plottable. If the exception is plottable, it must be plotted on the survey. Any appurtenant easement which is plottable must also be plotted on the survey.

3. **Flood Zone.** The survey shall contain a note concerning the flood zone designation of the property in substantially the following form: "Said described property is located within an area having a Zone Designation _____ by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. _____, with a date of identification of _____, for Community Number _____, in _____ County, State of _____, which is the current Flood Insurance Rate Map for the community in which said property is situated." The survey shall indicate the limits of the flood zone if the property lies in more than one flood zone or if only a portion of the property lies in a flood zone.

4. **Zoning.** All set back, side yard and rear yard lines shown on the recorded plat or set forth in the applicable zoning ordinance shall be drawn on the survey, and identified by recording number or zoning ordinance, as the case may be.

5. **Parking.** The number of regular and handicap parking spaces located on the property shall be stated on the Survey, and all parking spaces shall be drawn on the Survey to the extent possible.

6. **Reciprocal Easement Agreements.** The Survey must include the following note: All areas in Reciprocal Easement Agreements ("REAs") have been denoted on the survey. The limits of any offsite appurtenant easements are also shown on the survey. The limits of any REAs of offsite appurtenant and beneficial easements to the surveyed property are reported, including the location of all buildings, parking spaces, and other improvements thereon.

7. **Title Commitment.** The Survey must include the following note: The legal description describes the same property as insured in the Title Commitment or any exceptions have been noted herein.

8. **Zoning/Building Information.** The Survey must contain all of the items required by Item 6(b) of Table A of the Minimum Standard Detail Requirements, together with permitted use, minimum lot area, minimum frontage, minimum lot width, maximum building coverage, minimum setbacks, maximum building height, parking (with specific reference to regular spaces, handicap spaces, and total spaces), and the source of all information.

9. **Access.** The Survey should add a note that "The property has direct physical access to _____, a dedicated public street or highway. OR [indirect access to _____, a dedicated public street or highway, by way of the Access Easement recorded in Book ____, Page ____." Additionally, all points of access should be labeled as such on the survey.

10. **Table A, Item 20.** For Table A, Item 20, in addition to adding the statement to the Survey Notes, the Surveyor should provide to Lender a separate certificate stating the minimum amount of Professional Liability Insurance that the Surveyor carries.

11. **Highways.** Label all abutting highways as "Public" Label all other streets/highways that appear on the plat as either "Public" or "Private", as applicable.

12. **Legal Description.** In such cases where the provided legal description (title commitment legal description) differs from as-surveyed measurements, a current "as-surveyed metes and bounds" descriptions should be provided on the survey (to the extent local jurisdictional laws allow). Any legal descriptions provided on the survey should include a note that it describes the same property as contained in the provided title commitment. Both record legal calls and as-measured calls should be provided on the plat and labeled as such where applicable. Additionally, a note should be included stating that the legal description(s) of the property form a geometrically closed figure with no gaps, gores, overlaps, etc.

13. **Cemeteries.** Add a note as to observable evidence of any cemeteries.

14. **Delivery.** Please deliver digital copies of the survey and all updates, revisions and supplements to the parties listed below. In addition and once finalized, please deliver two (2) hard copies and a digital copy of the final survey, including any supplements, to the parties listed below.

[CLIENT NAME AND ADDRESS]

- Saul Ewing Arnstein & Lehr LLP
  131 Dartmouth Street, Suite 501
  Boston, MA 02110

[TITLE COMPANY AND ADDRESS]

REQUIRED CERTIFICATION

To [CLIENT NAME] and its successors and/or assigns, [LENDER], Saul Arnstein & Lehr LLP and _____ Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with 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, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18 and 20 of Table A thereof. The field work was completed on _____, 20__.

Date of Plat or Map: _____

(signed) _____ (seal)
Name:
Registration/License Number

EXHIBIT H

Global Zoning

FINAL ZONING COMPLIANCE REPORT

60 Maple Street

Mansfield, Massachusetts 02048

Prepared for:

[redacted]

Dated: September 8, 2018

Global Zoning Job #: [redacted]

Client Reference #: [redacted]

Prepared by: Cassie Phelps, Global Zoning LLC
Cassie.phelps@globalzoning.com, 405-792-2075

Property Summary:

Property Name:	60 Maple Street
Property Address:	60 Maple Street
Property Jurisdiction	Town of Mansfield, Massachusetts
Property Size:	15.88 Acres or 691,905 Square Feet ±
Number of Buildings:	1 Building
Building Size:	218,667 Square Feet Building Footprint ±
Number of Existing Units:	5 Tenants
Current Zoning of Property:	"I-2" Limited Industrial District
Current Zoning Ordinance:	The current Zoning Ordinance is attached.

Permitted Use Analysis:

Current Use:	Warehouse
Is the use Permitted in this District:	Yes, the Use is permitted with a Special Permit of the Planning Board under Section 250-3.6A. Special Permit issued by Planning Board and Variance granted by Zoning Board of Appeals in 1991.

Outstanding Code Violation Search Results:

Outstanding Zoning Code Violations:	No, per confirmation from Robert J. Blackman, Inspector of Buildings/Zoning Enforcement Officer, there are no outstanding Zoning Code Violations on file.
Outstanding Fire Code Violations:	No, per confirmation from Marianne Staples, Super RAO, there are no outstanding Fire Code Violations on file.
Outstanding Building Code Violations:	No, per confirmation from Robert J. Blackman, Inspector of Buildings/Zoning Enforcement Officer, there are no outstanding Building Code Violations on file.

Certificates of Occupancy:

Per confirmation from Robert J. Blackman, Inspector of Buildings/Zoning Enforcement Officer, a Certificate of Occupancy was issued and is current, however a hard copy was not available.

Pending Road Projects/Condemnation Plans:

No, per confirmation from Robert J. Blackman, Inspector of Buildings/Zoning Enforcement Officer, there are currently no planned road widening or sidewalk projects that would require right of way from the subject property.

Site Requirements:

	Required	Provided	Conformance
Minimum Lot Size:	15,000 Square Feet (Schedule 4.2B)	691,905 Square Feet	Legal Conforming
Minimum Lot Width/ Frontage and Depth:	50 Feet Lot Frontage (Schedule 4.2B)	982.38 Feet ±	Legal Conforming
Maximum Density:	0.34 Floor Area Ratio (Variance Approved 06.10.1998)	0.316 FAR ±	Legal Conforming
	Minimum 35% Open Space (Schedule 4.2B)	31.39% ± Open Space	Legal Conforming (See Additional Note)
Maximum Building Height:	45 Feet (Schedule 4.2B)	25 Feet ±	Legal Conforming

Setback Requirements:

	Required	Provided	Conformance
Front Setback:	50 Feet (Schedule 4.2B)	67.1 Feet ±	Legal Conforming
Street Side Setback:	50 Feet (Schedule 4.2B)	187.38 Feet ±	Legal Conforming
Interior Side Setback:	20 Feet (Schedule 4.2B)	88.6 Feet ±	Legal Conforming
Rear Setback:	20 Feet (Schedule 4.2B)	226.2 Feet ±	Legal Conforming

Parking Requirements:

Minimum Number of Parking Spaces Required:	**1 Parking Space per Employee on the Largest Operating Shift (Section 230-4.4)**
Maximum Number of Parking Spaces Allowed:	**No Maximum**
Existing Parking Count:	**186 Parking Spaces**
ADA Requirements:	**The ADA Guidelines require 6 of the existing 186 Parking Spaces to be Handicap. There are currently 3 Handicap Parking Spaces on site. In order to comply with ADA Requirements, at least 3 existing Parking Spaces must be marked Handicap. However, the lack of sufficient Handicap Parking does not affect the site's conformance with the Parking Requirements of the Town of Mansfield.**
Parking Conformance:	**Legal Conforming, provided that no more than 186 Employees are on the Largest Operating Shift.**

Conformance Status:

Use:	**The Use of the Property as a Warehouse is Legal Conforming.**
Property/Improvements:	**The Property Improvements are Legal Conforming.**
Deficiencies:	**None.**
Legal Nonconforming Use Reconstruction Clause:	**Not applicable, as the Use is Legal Conforming.**
Legal Nonconforming Building Reconstruction Clause:	**Not applicable, as the Property Improvements are Legal Conforming.**

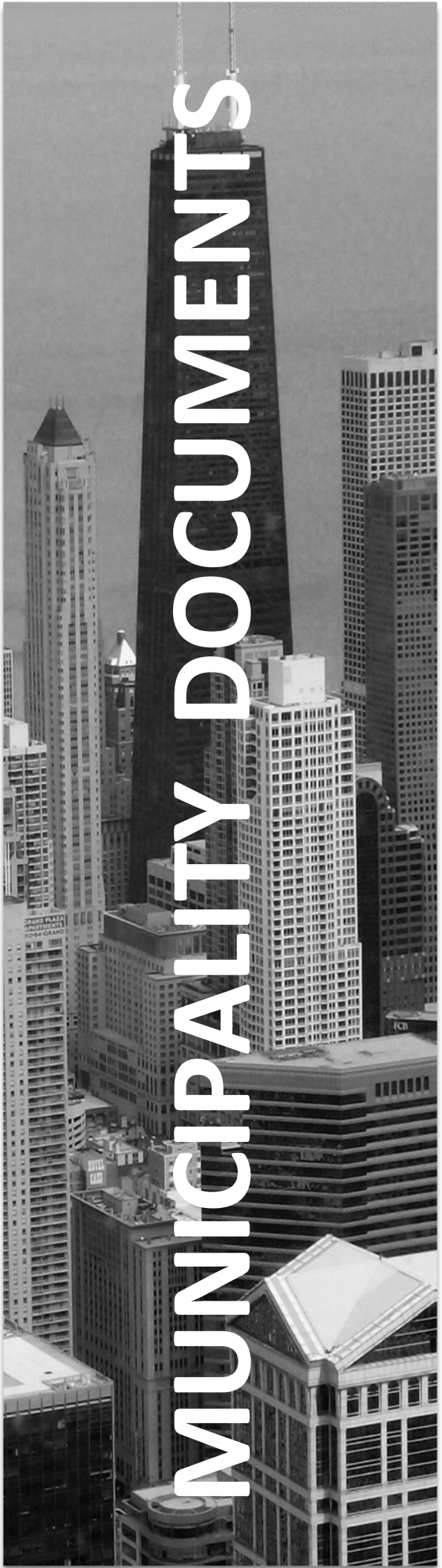
Additional Notes:

1) **It is noted that the Open Space appears to be deficient by 3.61%. However, per Variance Approved 06.10.1998, "…the Board finds that the proposed landscaping arrangement meets the general purpose, intent, and objectives of this section, and, per the By-Law, the Board finds that the alternative landscaping arrangement proposed by the applicant is clearly preferable for the site and surroundings than one strictly conforming to the standards of this section." Therefore, the Open Space is considered to be in compliance with all approved requirements for the subject property.**

Survey Contact:
Bock & Clark
537 North Cleveland-Massillon Rd.
Akron, Ohio 44333
800.787.8397

Dated: 06.26.2000
Revised: 06.21.2013

Municipal Contact:
Robert J. Blackman
Inspector of Buildings/ZEO
Town of Mansfield, MA
508.261.7360



MUNICIPALITY DOCUMENTS

Town of Mansfield

6 Park Row, Mansfield, Massachusetts 02048

Building Department

Robert Blackman
Inspector of Buildings/Zoning Enforcement Officer

August 28, 2018

Global Zoning
8205 NW 69th Street
Oklahoma City, OK 73132
Casie.phelps@globalzoning.com

RE: 60 Maple Street, Mansfield, MA

Dear Sirs:

In response to your request for a zoning verification letter for the above-referenced property, I offer the following.

The property at 60 Maple Street is located in the Limited Industrial (I-2) zone. There are no overlay districts.

In response to your additional questions, I offer the following.

1. I am not aware of any existing or pending zoning or building code violations associated with this property.

2. There are two variances issued for this property: one for signage in 2014 and one for greater than allowed floor to area ratio in 1998 (see attached).

3. There are also special permits from the Planning Board and the Board of Appeals (see attached).

4. There is a current Certificate of Occupancy however hard copies are not available.

5. There are no current plans for road construction that would involve a taking that this office is aware of.

I hope this information will be useful to you. If you have any additional questions, please feel free to contact me at (508) 261-7360.

Sincerely,

Robert J. Blackman, Inspector of Buildings/Zoning Enforcement Officer

Attachments

RJB/jd

Phone (508)261-7360 • Fax (508)261-7343 • Email rblackman@mansfieldma.com

cassie.phelps@globalzoning.com

From: Robert Blackman <rblackman@mansfieldma.com>
Sent: Tuesday, August 28, 2018 2:10 PM
To: cassie.phelps@globalzoning.com
Subject: RE: zoning request 60 Maple Street

No it is not it is just and older building.

Robert J. Blackman
Inspector of Buildings
Zoning Enforcement Officer
Tel: 508-261-7360
Fax: 508-261-7343
E-mail: rblackman@mansfieldma.com

From: cassie.phelps@globalzoning.com [mailto:cassie.phelps@globalzoning.com]
Sent: Tuesday, August 28, 2018 2:27 PM
To: Robert Blackman
Subject: RE: zoning request 60 Maple Street

Thank you Robert. Is the absence of a copy of the Certificate of Occupancy on file considered a violation?

Thank you,
Cassie

From: Robert Blackman <rblackman@mansfieldma.com>
Sent: Tuesday, August 28, 2018 1:00 PM
To: cassie.phelps@globalzoning.com
Subject: zoning request 60 Maple Street

Hi Cassie,

Please see attached zoning letter and copies of variance and special permit.

Thanks,

Robert J. Blackman
Inspector of Buildings
Zoning Enforcement Officer
Tel: 508-261-7360
Fax: 508-261-7343
E-mail: rblackman@mansfieldma.com

distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

Disclaimer

The information contained in this communication from the Town of Mansfield is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more Click Here.

cassie.phelps@globalzoning.com

From: admin=mansfield.foiadirect.gov@townforms.com on behalf of admin@mansfield.foiadirect.gov
Sent: Wednesday, August 29, 2018 2:49 PM
To: cassie.phelps@globalzoning.com
Cc: mstaples@mansfieldma.com; mstaples@mansfieldma.com
Subject: Request# 2018-0054 : Response to your Request
Attachments: CassiePhelpsPRR_08292018154701.pdf

Mansfield, MA
Public Record Request Number:2018-0054
Requester: **Cassie Phelps**
Request Date: **Thursday, August 16, 2018 2:26:33 PM**
Response Due Date: **Thursday, August 30, 2018**

Dear Cassie Phelps:

We have completed the work in reference to your request as referenced above. The response is given below.

Request Response

> **Please find the requested documents attached. In speaking with the Fire Chief, there are no fire code violations at that address.**
>
> **Sincerely,**
> **Marianne Staples,**
> **Super RAO**
> **Mansfield**

Attachments

> This response may or may not contain separate Response Documents to include specific response and data. In case such separate response documents exist, they are represented by attachments to this response email. Therefore, please look for any attachments if they exist. Between Request Response and attachments, we believe you are receiving a comprehensive response to your request.

If you have any questions or comments, please do not hesitate to contact us at the following email address.

Thank you.

Marianne Staples, Super RAO
Municipal Department
Mansfield
6 Park Row
Mansfield, MA 02048
Tel: (508)-261-7345
Email: mstaples@mansfieldma.com

Please click on the following link(s) to download the response document(s).

Note: If you are not able to download the document(s), then you may try right clicking the link(s) and choose 'Save Link as...' or 'Save target as...' or any other saving option to download the documents.

CassiePhelpsPRR.pdf

TOWN OF MANSFIELD

ZONING BOARD OF APPEALS

IN RE: EASTERN CONTAINER

STATEMENT OF FACTS

The Board of Appeals for the Town of Mansfield conducted public hearings on the petition of Eastern Container for the following requested Special Permits and Variance under the Zoning By-Law:

(1) A Special Permit per Section 4.3.5 of the Zoning By-Law, to allow for the Modification of Landscaping and Screening Requirements;

(2) A Special Permit per Section .4.4.4.9 of the Zoning By-Law, to allow for a use with more than the permitted numbers of entrances/exits with said entrances/exits to have greater width that allowed; and,

(3) A Variance from Section 4.2.2 of the Zoning By-Law to allow for a proposed building expansion with a floor-to-area ratio greater than allowed.

The initial public hearing was held on February 17, 1998 in the Town Hall in Mansfield, Massachusetts at 7:45 p.m. The hearing was continued until March 17, 1998, at which time only 4 out of 5 members were present, so the hearing was continued to April 7, 1998. That hearing was continued to April 21, 1998, at which following the discussion, the hearing was closed. Present at hearings where information was heard were the following members:

Richard Secher, Chairman
Eric Butler
Richard Devine
Leonard Flynn, Acting Clerk
Olivier Kozlowski

Due notice of this hearing was given by mail, postage prepaid, to all abutters, abutters to abutters within 300 feet, property owners directly across the street, all as shown on the Town's most recent tax list, and to all others as required by law and the Zoning By-Law. Notice was also published as required by law in the *Mansfield News*, a newspaper published and of general circulation in Mansfield, Massachusetts. Submitted to the Board as part of the record were:

The application was labeled as Exhibit "A"; a newspaper advertisement as Exhibit "B", and a Site Plan of Eastern Container, dated January 15, 1998 and prepared by Planners Designs Architects, Natick, MA, was labeled as Exhibit "C". Mr. Flynn read a letter from the Planning Board into the record. "With seven (7) members present, they

voted unanimously to send a positive recommendation on the application. The Plan needs Site Plan approval and review on the Special Permit."

Garrett Spillane, of Foxborough, MA, the attorney for Eastern Container, along with project team members Bill Buckley, P.E. from the Bay Colony Group, and Chris Lindy, Landscape Architect, outlined details of the project.

The current building was created by the construction of an addition joining two existing buildings, which addition was completed in 1991 under a special permit issued by the Planning Board and a variance granted by the Zoning Board of Appeals. The site presently consists of 10.7 Acres with a building approximately 132,515 square feet. On January 24, 1990, the Mansfield Planning Board issued a special permit allowing the construction of a warehouse addition connecting two existing buildings to create the one building, allowing the warehouse use in the Industrial 2 Zone, and allowing expansion of a commercial use within the Water Supply Protection District. On June 26, 1990, the Mansfield Zoning Board of Appeals issued a variance allowing a 6 foot side yard and allowing the floor area ratio of 29.4±% where 25% was allowed.

Since the owner obtained those approvals, there have been several changes to the Mansfield Zoning By-Law with which the site does not currently comply. The applicant therefore is requesting the Special Permits and Variance outlined in the application.

The site does not currently comply with the maximum impervious area requirement in the Surface and Ground Water Resource Protection District section of the Zoning by-Law, and a Special Permit regarding this issue is being sought from the Planning Board. It is important to note that this drainage system shall be a significant improvement over the existing storm water disposal system on the sites which provides little pretreatment and recharge. Although the proposed addition shall increase the amount of impervious surface on the site, the new drainage system shall improve the quality and volume of stormwater recharge to the ground.

Regarding the issue of Entrances and Exits, the applicants explained this site is unique in several ways. The site at one time consisted on five separate lots with two separate businesses on theme. Over time, the site has been converted to its current configuration of one business on the entire site. This growth has resulted in the construction of a facility with structural factors that limit the flexibility of designers in expanding the facility. The site also has a railroad track that bisects the lot, which is an additional limiting factor regarding the location of parking and driveways. The property lies on Maple Street and Oakland Street and contains 984 feet of frontage.

In order to comply with the letter and intent of the bylaws as closely as the conditions will allow, the design is as follows:

* Remove the eastern entrance on Maple Street.
* Reduce the width of the center entrance on Maple Street from 100' to 30'.

* Construct the new entrance on Oakland Street so truck traffic is separate from automobile traffic.
* Place stop signs on all exists per recommendation of police department.

Bill Buckley explained that the curb cuts are necessary for the flow of traffic. The manufacturing aspect of the company consists of packaging materials, corrugated boxes and 85% of the materials are warehoused. Through the expanded facility, truck traffic from outlying warehouses will be eliminated.

Regarding the issues of Landscaping and Screening, the applicant explained that the proposed landscaping meets the goals of the By-Law by including planting along the Oakland Street frontage, and landscape screenings along the northerly property line to help buffer the nearby residential area. The Site Plans detail the proposed plantings. To the greatest degree possible, it was indicated that existing vegetation will be retained.

Regarding the Variance for Floor-to-Area Ratio (FAR), the applicant indicates that the existing facility, which sits on 10.7 acres, has a FAR of 30%, which is above the 25% threshold in the Zoning By-Law. Eastern Container proposes to acquire an additional 5.24 acres. The proposed building addition on the total 15.94 acre site will have an FAR of 34%. It is the opinion of the applicant that the constraints of the site, along with the potential hardship that would be brought on by a relocation of the facility, along with the improvements in landscaping and drainage being proposed, combine to justify the granting of the requested Variance.

At the hearings, questions and concerns were raised by several abutters and area residents. A letter dated April 7, 1998, from Jeffrey and Cara Muir, 3 Summer Street, Foxboro, MA, was read into the record which raised issues of noise, lighting, and general operations of the facility. Jim Wall, 15 Joanna Drive, Foxboro, MA, stated that there has been a substantial change in the land coverage, and is against the applicant's application. Ralph Penney, 336 Maple Street, Mansfield, MA, raised noise and operational issues. Trucks being unloaded and fork lifts being operated through out the night create a very noisy area. He also raised the issue of groundwater contamination relative to the public drinking water supply well [Cate Springs] located to the east-southeast of the project site.

DECISION

On April 21, 1998, following the close of the public hearing, the Board heard motions and voted to: 1) Approve the Special Permit for Landscaping and Screening; 2) Approve the Special Permit for the number and width of Entrances/Exits; and, 3) Deny the variance request for a proposed FAR of 34%. The discussion which revolved around item # 3 led this Board to believe that a FAR of 30% could be allowed and that this reduction would only result in the loss of approximately 7,000 Sq. Ft. of proposed new building space. In the two or three days following the discussion and votes though, it

became clear that the intended 4% reduction of FAR would result in the loss of approximately 25,000 Sq. Ft. of proposed building.

On May 5, 1998, at the next meeting of the Board, a Motion was made and accepted, on a vote of 5-0-0, to Reconsider the votes taken on April 21, 1998 based on a more accurate assessment of the numbers and ratios involved, and an understanding by all members of the Board as to the intent of the original votes taken. The Boards Finds that these new Votes do not undermine or contradict the original votes, nor do they represent any change in the position of the Board relative to the proposed project. The new votes act to clarify the position of the Board relative to the requests being made by the Applicant. With all of the aforementioned members present and after careful and due consideration of the testimony taken in written and oral form at the public hearing, the documents and plans presented, individual facts gathered by each member, and upon consideration of other pertinent evidence, this Board of Appeals took the following Votes:

Regarding **Section 4.3.5.B**, Modification by Special Permit of Landscaping Requirements, **Motion** (Butler and Flynn) that the Board finds that the proposed landscaping arrangement meets the general purpose, intent, and objectives of this section, and, per the By-Law, the Board finds that the alternative landscaping arrangement proposed by the applicant is clearly preferable for the site and surroundings than one strictly conforming to the standards of this section. The individual votes of the Board members is as follows:

R. Secher	Yes, agreeing to the alternative landscaping proposed
L. Flynn	Yes, agreeing to the alternative landscaping proposed
E. Butler	Yes, agreeing to the alternative landscaping proposed
R. Devine	Yes, agreeing to the alternative landscaping proposed
O. Kozlowski	Yes, agreeing to the alternative landscaping proposed

Special Permit per Section 4.3.5.B Approved on a Vote of 5-0-0

Regarding **Section 4.4.4.9,** Special Permit for Entrance/Exit Drive Widths and Location, **Motion** [Butler and Flynn] to Approve this Special Permit, and make a finding that the proposed configuration and location of the entrances/exits is preferable to what presently exists, and will help create safer areas for turning movements and circulation of auto and truck traffic. The individual votes of the Board members is as follows:

R. Secher	Yes, agreeing to the proposed entrance/exit layout.
L. Flynn	Yes, agreeing to the proposed entrance/exit layout.
E. Butler	Yes, agreeing to the proposed entrance/exit layout.
R. Devine	Yes, agreeing to the proposed entrance/exit layout.
O. Kozlowski	Yes, agreeing to the proposed entrance/exit layout.

Special Permit per Section 4.4.4.9Approved on a Vote of 5-0-0

Regarding **Section 4.2.2,** Variance for Floor-to-Area Ratio, **Motion** [Butler and Flynn] to Grant the Variance for the following reasons:

1. There is a uniqueness about this lot and property in that it is bounded on the north by a Town/County boundary line across which is a zoned residential area; it is bounded on the East by Conservation Land, the purchase of which involves a long complicated process and requiring someone to go through that process would be a hardship; it is bisected by a gas line easement, and a railroad spur line goes through another portion of the property; all of the surrounding and available non-developed land has been purchased; and, the lot has frontage on two streets, but does not enjoy the benefits of being a corner lot due to the corner parcels being outside the control of the applicant.

2. To hold the applicant to the required Floor-to-Area Ratio [FAR] would mean that the proposed addition would be substantially smaller in size and would not, according to the applicant, be economically feasible or viable. Absent an expansion, the applicant would most likely relocate to another site, and such a move would involve substantial hardship in new construction and moving costs, and in down time for the operations of the existing facility. A hardship would also extend to the community as a whole due to the loss of jobs and tax revenue.

3. The "test" in Chapter 40A that, "<u>and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law</u>", is met through a multi-prong analysis. First, a major point that was raised by area residents, both in Foxboro and Mansfield, was noise associated with the operation of the facility. To not allow any expansion, and assuming that the facility stays where it is, the operations will stay the same, and the conditions set forth below could not be applied. Therefore there would be no opportunity to facilitate improvements to the management and operations of the facility. In this case, the neighbors see no improvements and their concerns are not addressed.

Second, Eastern Container is tying their proposed expansion to the acquisition of 5.24 additional acres. If that additional land was kept separate, a 57, 063 sq. ft. building could be constructed by right. Eastern's expansion involves only the construction of 17,800 sq. ft. of building on this additional 5.24 acres. The neighbors will as a result see **<u>39,263 less sq. ft.</u>** of building with the Eastern proposal than with a building built within the existing zoning requirements. There will more substantial detriment to the public good if the building-by-right scenario is followed

Third, Eastern's proposed building is planned to be 235 feet away from the common property line with Foxboro. By right, under current zoning, a new building [again sized at 57,063 sq. ft.] could be placed 75 feet away from that same property line. Again, in this scenario, the neighbors in Foxboro have a larger building substantially closer to their home than with the Eastern proposal.

Fourth, the present facility is pre-existing, non-conforming for FAR. If the proposed additions of Eastern Container were placed on the existing 10.7 acre parcel, they would only be filing for a Special Permit [expansion of a pre-existing, non-conforming structure]. A lesser set of tests would be applied in that case, and there would be less opportunity for mitigation efforts to be made to help deal with concerns of area residents.

For all of the reasons above, the Board Finds that the proposed addition will not create substantial detriment to the public good or nullify or derogate from the intent of the Zoning By-Law. In fact, the interests of the abutters are better served by the proposed project when compared to what could occur on the 5.24 acre parcel, especially when the conditions below are taken into account.

Variance from Section 4.2.2, Floor-to-Area Ratio Granted by a Vote of 5-0-0. This approval for expansion of the building allows up to 88,600 Sq. Ft. of additional floor area to be constructed. Final plans submitted to the Planning Department for their Special Permit review shall reflect the revisions necessary to maintain this 88,600 Square Foot cap.

The Special Permits and Variance outlined above are subject to the following conditions:

1. An additional row of plantings be provided along the easterly edge of the driveway/access roadway closest to the Conservation Commission land located to the east of the project site. This is necessary to eliminate trucks or other vehicles from parking on grassed areas or any components of the drainage system which is critical to stormwater management and groundwater protection.
2. Additional planting shall be provided for on the northerly edge of the existing gas line easement where it is closest to the residential area in Foxboro. This is necessary to provide for the maximum screening for these abutters.
3. There shall be no operation of vehicles with back-up alarms located on the outside of the facility between the hours of 10 PM and 6 AM. This is necessary to help mitigate noise from the parking areas on the north side of the facility.
4. There shall be no prolonged (a time longer than one [1] hour) idling of diesel trucks between the hours of 10 PM and 6 AM. Again, this is necessary to help mitigate noise from the parking areas on the north side of the facility which is closest to residential abutters in Foxboro.

The individual votes of the Board members is as follows:

R. Secher	To Grant the Variance for reasons outlined above.
L. Flynn	To Grant the Variance for reasons outlined above.
E. Butler	To Grant the Variance for reasons outlined above.
R. Devine	To Grant the Variance for reasons outlined above
O. Kozlowski	To Grant the Variance for reasons outlined above.

BOARD OF APPEALS OF THE TOWN OF MANSFIELD

By: _____
Richard Secher, Chairman

Record of Vote:

I vote to **Grant the Special Permits and Variances** as above set forth:

_____
Richard Secher

_____
Eric Butler

_____
Leonard Flynn

_____
Richard Devine

_____
Olivier Kozlowski

Filed with the Town Clerk, Mansfield, Massachusetts.

_____ JN 10 1998

PLANNING BOARD

June 24, 1998

SPECIAL PERMIT DECISION
ON THE APPLICATION OF
Eastern Container

This decision is made pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9 relative to the application of Eastern Container, owned by RLH LLC, for a Special Permit under Section 5.1 Surface and Ground Water Resource Protection District paragraph 5.1.8 of the Mansfield Zoning By-law for the expansion of an existing office/warehouse/manufacturing facility located at 60 Maple Street with more than the allowed impervious surface, said facility being located in the Industrial 2 Zone and within the Surface and Ground Water Resource Protection District. The parcel is identified on Assessors Plat No. 30 as Lots 75, 79, 80, 82 and 83 and contains 15.94 acres.

The application was duly filed with the Town Clerk on January 28, 1998. The public hearing was duly advertised in the MANSFIELD NEWS on February 13, 1998 and February 20, 1998. The public hearing was opened on March 4, 1998, and continued to March 25, 1998, April 22, 1998, May 20, 1998, and June 24, 1998. The public hearing was closed on June 24, 1998, and final action was taken by the Planning Board on that day. Present at the public hearing were the following members:

H. Thomas French, Jr., Chairman
Bernard J. Dolan
Scott A. Frank
John D. Sullivan, Jr., Clerk
Marydee Flynn
Thomas P. McShane
Kenneth H. Torman

The following documents were introduced at the public hearing:

a) Application for the special permit
b) Plan titled "Site Plan of Eastern Container" prepared by Planners Designers Architects, Inc. of Natick, MA, dated January 15, 1998 and last revised June 15, 1998
c) Copy of the public hearing notice
d) Notice to Abutters - Return Receipts
e) Memorandum dated January 29, 1998 from Steve Bishop, Water Foreman
f) Memorandum dated February 16, 1998 from Pltm. Lance Lawson, Mansfield Police, Traffic Division
g) Memorandum dated February 23, 1998 from Mansfield Fire Prevention Division of the Fire Department
h) Memorandum dated March 4, 1998 from Scott Leite, Health Agent
i) Memorandum dated March 4, 1998 from Richard Lewis, Environmental & Conservation Planner

j) Letter of March 25, 1998 from William R. Buckley, Jr., P.E., addressing department head comments
k) Letter of March 30, 1998 from David T. Slatery, Chief Counsel, Massachusetts Development and Finance Agency
l) Letter of April 7, 1998 from Shaun Burke, Director of Planning and Development, to David T. Slatery, Chief Counsel of Massachusetts Development Finance Agency, with Project Description attached
m) Memorandum dated April 2, 1998 from Francis J. Spillane, Esq. supporting granting of Special Permit
n) Letter of April 6, 1998 from Timothy D. Higgins, Foxborough Town Planner
o) Memorandum of April 13, 1998 from Lee M. Azinheira, Town Engineer
p) Letter of April 16, 1998 from Francis J. Spillane, Esq. regarding Eastern Container trucking operations
q) Letter of April 22, 1998 from Francis J. Spillane, Esq. requesting continuation of public hearing to May 20, 1998
r) Letter of May 26, 1998 from Francis J. Spillane, Esq. granting extension of time to act on decision
s) Letter of May 20, 1998 from Ralph Penney of 336 Maple Street in opposition to the granting of a Special Permit
t) Letter of June 9, 1998 from Paul Leonard, Operations Manager of Eastern Container, listing products used on site which require proper disposal but are not considered hazardous
u) Memorandum dated June 19, 1998 from William R. Buckley, Jr., P.E. outlining plan revisions
v) Memorandum dated June 22, 1998 from Robert Morrison, Assistant DPW Director, commenting on revised plans
w) Memorandum dated June 23, 1998 from Fire Prevention Division of Mansfield Fire Department commenting on revised plans
x) Decision of Zoning Board of Appeals granting Special Permits and Variances dated June 10, 1998

On June 24, 1998, the following votes were taken and reasons for said votes were given:

To grant the Special Permit Special Permit under Section 5.1 Surface and Ground Water Resource Protection District paragraph 5.1.8 of the Mansfield Zoning By-law for the expansion of an existing office/warehouse/manufacturing facility located at 60 Maple Street with more than the allowed impervious surface, said facility being located in the Industrial 2 Zone and within the Surface and Ground Water Resource Protection with the following conditions:

1. There shall be no refueling of vehicles in the parking lot of the facility.

2. There shall be no parking of trailers or drop-off of trailers on Maple Street.
3. The following conditions established by the Zoning Board of Appeals in their grant of Special Permits and Variances shall become a part of this decision:
    a) An additional row of plantings be provided along the easterly edge of the driveway/access roadway closest to the Conservation Commission land located to the east of the project site to eliminate trucks or other vehicles from parking on grassed areas or any component of the drainage system which is critical to stormwater management and groundwater protection.
    b) Additional plantings shall be provided on the northerly edge of the existing gas line easement where it is closest to the residential area in Foxboro to provide for the maximum screening for these abutters.
    c) There shall be no operation of vehicles with back-up alarms located on the outside of the facility between the hours of 10:00 p.m. and 6:00 a.m. to mitigate noise from the parking areas on the north side of the facility.
    d) There shall be no prolonged idling of diesel trucks (defined as a time longer than one [1] hour) between the hours of 10:00 p.m. and 6:00 a.m.

4. An oil/water separator shall be added to the proposed employee parking lot drainage at a point prior to discharging to the detention basin on the northeast corner of the site.

5. A maintenance plan shall be developed for the stormwater management system that includes inspection of the oil/water separators every six (6) months and cleaning out as necessary, but at least one (1) time per year, with written reports to the Board of Health and copies to the Planning Board.

6. Loading doors shall be kept closed overnight when there is no trailer in front of them.

7. The Planning Board is of the understanding that Eastern Container is committed to continuing to work with the abutters on noise abatement.

8. Plan titled "Site Plan of Eastern Container" by Planners Designers Architects, Inc., of Natick, MA, dated January 15, 1998, revised June 15, 1998, is incorporated into and becomes part of this Special Permit by reference.

9. Parking lot lighting shall be turned off at 11:30 p.m., except for four (4) poles which will remain on for safety and security.

10. Two existing on-site wells shall be decommissioned and capped in the manner prescribed by the Department of Environmental Protection.

11. All conditions shall be incorporated into the final plan and shall be written on that portion of the plan to be recorded at the Bristol County Northern Registry of Deeds.

Mr. Frank: In favor - with the conditions imposed; granting the Special Permit does not adversely impact the water quality or quantity .

Dr. Torman: In favor - having seen the management of Eastern Container show a willingness to work with the abutters in addressing their concerns.

Mr. Dolan: In favor - compliments the company in working with the Planning Board to address concerns and the proposed development will make the water quality better than it exists currently.

Mr. McShane: In favor - the project improves the quality of the water by increasing recharge; preserves 206 jobs; and reduces and/or eliminates thirty cross-town truck trips each day.

Mr. Sullivan: In favor - the project improves the quality of the water leaving the site and I hope they continue to work with the abutters.

Mrs. Flynn: In favor - believes the project proponent is going to try to protect the quality of the Cate Springs well.

Mr. French: In favor - for all the reasons previously mentioned.

Therefore, with seven (7) members present and voting in favor, and having received a super majority of five (5) affirmative votes, the Special Permit is granted.

Further, this Special Permit is granted in accordance with the provisions of the Zoning By-law of the Town of Mansfield and is subject to all of its regulations unless specified otherwise in this decision.

It shall be the sole responsibility of the applicant and/or his or her agents to obtain building permits, and all other necessary permits or approvals required by other Town, State, or Federal Laws and Regulations.

The Building Inspector is hereby authorized to grant a permit in accordance with this decision upon presentation of evidence that this permit has been duly recorded at the Bristol County Registry of Deeds.

Appeals, if any, shall be made pursuant to Section 17 of Chapter 40A of the

Massachusetts General Laws and shall be filed within twenty (20) days after the decision of the Planning Board has been filed with the Town Clerk.

Planning Board of the Town of Mansfield, Massachusetts:

In favor:

H. Thomas French, Jr., Chairman

John D. Sullivan, Jr., Clerk

Bernard J. Dolan

Marydee Flynn

Scott A. Frank

Thomas P. McShane

Kenneth H. Torman

Filed with the Town Clerk:

Helen P. Christian, Town Clerk

Date: July 16, 1998

TOWN OF MANSFIELD
ZONING BOARD OF APPEALS

IN RE: APPLICATION OF MAPLE STREET MANAGEMENT, LLC

60 MAPLE STREET

STATEMENT OF FACTS

On November 18, 2014, the Zoning Board of Appeals for the Town of Mansfield conducted a public hearing on the petition of Maple Street Management, LLC for a Variance from Section 4.7.2.1 of the Zoning By-Law to allow a second free-standing sign, larger than allowed, at 60 Maple Street (Assessor's Map 30, Parcel 75) in the Industrial 2 (I2) Zone.

Present were the following members:
Kevin Mackie, Chairman
David Luca
Matthew Cummings, Associate Member
Elisabeth Garber-Miller, Clerk
Darlene Pruitt, Associate Member

Due notice of this meeting was given by mail, postage pre-paid, to all persons deemed to be affected thereby as abutters and other land owners, as shown on the most recent tax list. Notice was also given by publication on October 24, 2014 and October 31, 2014 in the Mansfield News, a newspaper published and circulated in said Mansfield, MA.

The following documents were also introduced at the public hearing:

- Application for Variance, filed with the Town Clerk's Office on October 1, 2014;
- Copy of public hearing notice;
- "(Sign B) 2 Sided Tombstone Sign", dated July 30, 2014, prepared by I.D. Sign Group, Inc.;
- November 6, 2014 letter from the Planning Board.

Associate Members Darlene Pruitt and Matthew Cummings were appointed voting members for this hearing.

Scott Cashman, I.D. Sign Group, Inc., explained this is a large property with entrances on Maple Street and Oakland Street. The property owner would like to add a directional sign to clearly mark the Oakland Street entrance for delivery trucks. The proposed sign would be double-sided and non-illuminated with 16 interchangeable tenant panels.

Mr. Luca made the motion to grant the Variance from Section 4.7.2.1 of the Zoning By-Law for a second free-standing sign, larger than allowed, at 60 Maple Street (Assessor's Map 30, Parcel 75) in the Industrial 2 (I2) Zone, as per the plan, "(Sign B) 2 Sided Tombstone Sign," dated July 30, 2014, prepared by I.D. Sign Group, Inc. Ms. Garber-Miller seconded the motion.

DISCUSSION

Ms. Garber-Miller said this is a very large property and there are safety issues with truck traffic because the Oakland Street entrance is not marked.

Mr. Mackie said the proposed sign will be identical to the existing Maple Street sign.

Mr. Luca noted the size of the property, which is large enough to be several separate lots with several different signs.

Mr. Cummings said he was concerned a second sign on Oakland Street would create further confusion because it will identify the property as 60 Maple Street. Mr. Cashman said there would be more confusion if the proposed sign said "Oakland Street," because all deliveries go to 60 Maple Street.

Motion passed 5-0-0.

DECISION

On November 18, 2014, the Mansfield Zoning Board of Appeals closed the public hearing, and a motion was made by Mr. Luca and seconded by Ms. Garber-Miller to grant a Variance from Section 4.7.1.2 of the Zoning By-Law to Maple Street Management, LLC to allow a second free-standing sign, larger than allowed, at 60 Maple Street (Assessor's Map 30, Parcel 75) in the Industrial 2 (I2) Zone.

After careful and due consideration of the testimony taken in oral and written form at the public hearing, the exhibits presented, individual facts gathered by each member, and consideration of other pertinent evidence, the Board found that:

1. Desired relief may be granted in this case without any significant harm to the public welfare and good;

2. The applicant can be allowed relief without nullifying the essential purpose or intent of the Mansfield Zoning By-Law as determined by the Board after intensive consideration; and

3. The proposal does not derogate from the intent of the Zoning By-Law.

Therefore, all members present and voting, it was voted (5-0-0) to grant a Variance from Section 4.7.1.2 of the Zoning By-Law to Maple Street Management, LLC to allow a second free-standing sign, larger than allowed, at 60 Maple Street (Assessor's Map 30, Parcel 75) in the Industrial 2 (I2) Zone in accordance with the "(Sign B) 2 Sided Tombstone Sign," plan, dated July 30, 2014 and prepared by I.D. Sign Group, Inc.

Further, this Variance is granted in accordance with the provisions of the Zoning By-Law of the Town of Mansfield and is subject to all of its regulations unless specifically otherwise within this decision.

It shall be the sole responsibility of the applicant and/or his agents to obtain building permits and all other necessary permits or approvals required by other Town, State or Federal laws and regulations. There is no permission herein expressed or implied for relief from the requirements of any State or local codes other than the Zoning By-Laws of the Town of Mansfield.

Appeals, if any, shall be made pursuant to Section 17 of Chapter 40A of the Massachusetts General Laws, and shall be filed within twenty (20) days after the date of filing of such notice in the office of the Town Clerk.

BOARD OF APPEALS OF THE TOWN OF MANSFIELD

By: _____
Kevin Mackie, Chairman

RECORD OF VOTE:

I vote to grant the Variance as above set forth:

_____
Kevin Mackie

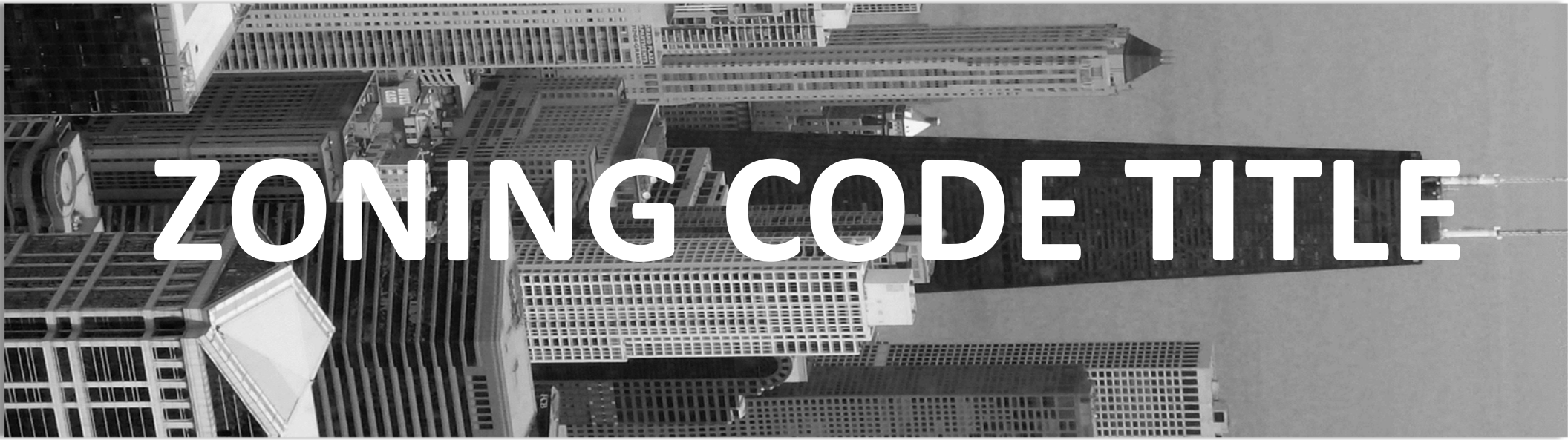
_____
Elisabeth Garber-Miller

_____
David Luca

_____
Darlene Pruitt

_____
Matthew Cummings

Filed with the Town Clerk, Mansfield, MA: December 3, 2014



ZONING CODE TITLE

Chapter 230: Zoning

[HISTORY: Adopted by the Town Meeting of the Town of Mansfield 5-19-2015ATM by Art. 36. Amendments noted where applicable.]

DISTRICT REQUIREMENTS

230 Attachment 1

Town of Mansfield

Schedule of Principal Use Regulations
[Amended 4-12-2016 ATM by Art. 27; 4-11-2017 ATM by Art. 35]

KEY:
Y = Use permitted as of right
S = Special permit of the Planning Board
S1 = Special permit of the Board of Appeals
SPA = Y - Site plan approval required
N - Site plan approval not required
A = Uses in accordance with Airport Master Plan approved by Town Meeting

		Residential Districts				Business Districts				PBD	Industrial Districts				TOD	SPA
§ 250-		1	2	3	R	1	2	3	4		1	2	3	A		
3.2	**EXTENSIVE USES**															
3.2A	Agriculture	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N
3.2B	Greenhouse	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N
3.2C	Conservation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
3.2D	Recreation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Y
3.2E	Recreation, Mansfield nonprofit	S	S	S	S	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
3.2F	Earth removal	N	N	N	N	N	N	N	S	S	S	S	S	S	N	Y
3.2G	Forestry	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N
3.3	**RESIDENTIAL**															
3.3A	Single-family dwelling	Y	Y	Y	Y	S	S	N	N	N	N	Y[1]	Y	N	N	N
3.3B	Two-family dwelling	N	N	Y	N	N	S	N	N	N	N	N	Y	N	N	N
3.3C	Accessory apartments	S	S	S	S	S	S	N	N	N	N	N	S	N	N	Y
3.3D	Multiple residence	N	N	N	S	S	S	N	N	N	N	N	Y	N	S	Y
3.3E	Rowhouse, townhouse	N	N	N	S	S	S	N	N	N	N	N	Y	N	S	Y
3.3F	Cluster residential	S	S	S	S	N	N	N	N	N	N	S[1]	S	N	N	N
3.3H	Recreation vehicle storage	Y	Y	Y	Y	N	N	Y	Y	N	Y	Y	Y	Y	N	Y
3.3I	Assisted-care retirement facility	N	S	N	N	N	N	N	N	N	N	N	N	N	N	Y
3.3J	Residential facilities for residents 55 years or older	S	S	N	S	N	N	S	N	N	N	N	N	N	N	Y
3.4	**GOVERNMENTAL, INSTITUTIONAL AND PUBLIC SERVICE USES**															
3.4A	Municipal use	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
3.4B	Educational	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y	Y
3.4C	Religious	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.4D	Philanthropic	S	S	S	S	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.4E	Day-care center	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.4F	Hospital, nursing home	N	N	S	S	Y	Y	Y	Y	N	Y	Y	Y	N	N	Y
3.4G	Community life care center	N	S	N	N	N	N	N	N	N	N	N	N	N	N	Y
3.4H	Public service utility	S	S	S	S	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.4I	Aviation	N	N	N	N	N	N	N	N	N	N	N	N	Y	N	Y

§ 250-		Residential Districts				Business Districts				PBD	Industrial Districts				TOD	SPA
		1	2	3	R	1	2	3	4		1	2	3	A		
3.4J	Temporary use	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y[2]	Y	Y	Y	Y[2]	N
3.4K	Registered nonprofit medical marijuana dispensary	N	N	N	N	N	N	N	N	S	N	N	N	N	N	
3.5	**BUSINESS USES**															
3.5A	Retail store	N	N	N	S	Y	Y	Y	Y	N[3]	S	S	Y	A	Y	Y
3.5.1a	Open-air market	N	N	N	N	N	N	N		N	N	N	N	N	Y	Y
3.5B	Mall	N	N	N	N	N	N	N	N	N	S	N	N	N	N	Y
3.5C	Office	N	N	N	S	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.5D	Bank	N	N	N	S	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.5E	Restaurant	N	N	N	S	Y	Y	Y	Y	S[4]	S	N	Y	Y	Y	Y
3.5F	Fast-food restaurant	N	N	N	N	N	N	N	N	N	S	N	N	N	S[6]	Y
3.5G	Hotel/Motel	N	N	N	S	S	S	S	S	S	S	S	S	N	S	Y
3.5H	Lodge and club	S	S	S	S	Y	Y	Y	Y	N	Y	Y	Y	N	N	Y
3.5I	Funeral home	S	S	S	S	Y	Y	Y	Y	N	Y	Y	Y	N	N	Y
3.5J	Vet clinic/hospital	N	N	N	S	S	S	S	S	N	S	S	S	N	N	Y
3.5K	Kennel	S	N	N	N	N	N	N	N	N	S	S	S	N	N	Y
3.5L	Personal service shop	N	N	N	S	Y	Y	Y	Y	N[5]	S	S	Y	N	Y	Y
3.5M	Craft shop and building trade	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	A	Y	Y
3.5N	Commercial/Trade school	N	N	N	S	Y	Y	Y	Y	Y	Y	Y	Y	A	S	Y
3.5O	Amusement facility	N	N	N	S	Y	Y	S	S	N	N	N	S	N	S	Y
3.5P	Auto service station	N	N	N	N	S	S	N	N	N	S	S	S	N	N	Y
3.5Q	Auto repair/body shop	N	N	N	N	S	S	S	S	N	S	S	S	N	N	Y
3.5R	Car wash	N	N	N	N	N	N	S	S	N	N	N	S	N	N	Y
3.5S	Vehicular dealership	N	N	N	N	S	S	S	S	N	S	S	S	N	N	Y
3.5T	Parking facility	N	N	N	S	Y	Y	Y	Y	N	S	S	S	N	S	Y
3.5V	Home occupation	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
3.5.21a	Live/Work	N	N	N	N	N	N	N		N	N	N	N	N	Y	
3.5W	Motor vehicle salvage	N	N	N	N	N	N	N	N	N	S	N	N	N	N	Y
3.5X	Research and development	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y
3.5Y	Biotechnology	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	N	Y
3.5.25	Adult bookstore	N	N	N	N	N	N	N	N	S	N	N	N	N	N	Y
3.5.26	Adult motion-picture theater	N	N	N	N	N	N	N	N	S	N	N	N	N	N	Y
3.5.27	Adult paraphernalia store	N	N	N	N	N	N	N	N	S	N	N	N	N	N	Y
3.5.28	Adult video store	N	N	N	N	N	N	N	N	S	N	N	N	N	N	Y
3.5.29	Adult cabaret	N	N	N	N	N	N	N	N	S	N	N	N	N	N	Y
3.6	**INDUSTRIAL USES**															
3.6A	Warehouse	N	N	N	N	N	N	N	N	Y	Y	S	Y	N	N	Y
3.6B	Bulk material storage/sales	N	N	N	N	N	N	Y	Y	N	Y	Y	Y	N	N	Y
3.6C	Light manufacturing	N	N	N	N	N	N	N	N	Y	Y	Y	Y	A	N	Y
3.6D	General manufacturing	N	N	N	N	N	N	N	N	Y	Y	Y	S	N	N	Y
3.6E	Regulated refuse incinerator	N	N	N	N	N	N	N	N	S	S	N	N	N	N	Y
3.6F	Nonregulated refuse incinerator	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

§ 250-		Residential Districts				Business Districts				PBD	Industrial Districts				TOD	SPA
		1	2	3	R	1	2	3	4		1	2	3	A		
3.6G	Exterior wireless communication facility	N	N	N	Y	N	N	N	N	Y	Y	S	S	N	S	Y
3.6G	Interior wireless communication facility	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y
3.6G	Freestanding wireless communication facility	N	N	N	S	N	N	N	N	S	S	N	N	N	N	Y
3.6.8	Self- and mini-storage	N	N	N	N	N	N	Y	Y	N	Y	Y	S	N	N	Y
3.7	**CLASSIFICATION OF OTHER USES**															
3.7A	Mixed business/residential use	N	N	N	N	Y	S	N	S	N	N	N	S	N	Y	Y
3.7B	Adaptive reuse of historic structures	S	S	S	S	S	S	S		S	S	S	S	S		Y

NOTES:

[1] South of Route 106 only (as a by-right use) at density allowed in Residence 1 District.

[2] Temporary use may be permitted by special permit as provided in § 230-3.4J.

[3] Ancillary retail use is permitted by right, up to a maximum of 5% of the total gross floor area or 2,500 square feet, whichever is less, provided that goods sold are related to the primary use.

[4] Ancillary restaurant use is permitted by right, up to a maximum of 5% of the total gross floor area or 1,000 feet, whichever is less.

[5] Ancillary personal service shop use is allowed by right, up to a maximum of 5% of the total gross floor area or 2,500 square feet, whichever is less.

[6] In the TOD Zone only; no drive-up window allowed.

Town of Mansfield, MA
Thursday, August 16, 2018

Chapter 230. Zoning

Article III. Principal Use Regulations

§ 230-3.1. Schedule of regulations.

A. Except as provided by the Zoning Act,[1] in each district no land, structure or building shall be used except for the purposes permitted in the district as set forth in Article **III** and the Schedule of Principal Use Regulations unless otherwise specifically permitted in this bylaw. It is the intent of this bylaw to prohibit in any district any use which is not specifically permitted herein and those uses denoted in the Schedule of Principal Use Regulations by the letter "N."

[1] *Editor's Note: See Massachusetts General Laws Ch. 40A.*

B. A use listed in the Schedule of Principal Use Regulations is permitted as of right in any district under which it is denoted by the letter "Y." If denoted by "S1," the use may be permitted by special permit from the Board of Appeals; if denoted by "S," the use may be permitted by special permit of the Planning Board. Where any uses permitted as of right are followed by the letter "Y" in the column "SPA," site plan approval is required in accordance with § **230-5.3**, and where the letter "N" appears site plan approval is not required.

C. See the Schedule of Principal Use Regulations included as Attachment 1 of this chapter.

§ 230-3.6. Classification of industrial uses.

A. Warehouse: warehouse or other building for the storage or wholesale marketing of materials, merchandise, products or equipment, including a rail or freight transfer depot, where the principal use of the warehouse facility is sorting material, merchandise, products or equipment for reshipment.

B. Bulk material storage and sales: contractor's yard, fuel oil/heating service facility, lumber yard, self- and mini storage facility, recreational vehicle center or similar establishment for open and enclosed distribution or sale at wholesale and retail of material, merchandise, products or equipment, provided that all smoke, odor, particulate matter, toxic matter, fire or explosive hazard, glare, noise and vibration shall be effectively confined to the premises or disposed of in a manner so as not to pose a present or potential hazard to human health, safety, welfare or the environment.

C. Light manufacturing: research or testing laboratory; printing or publishing plant; light manufacturing of building systems and components; welding shops; fabrication and assembly of electronic components, precision instruments, or other high technology products; and manufacture of paper products, light metal products, hardware and office supplies; provided that all smoke, odor, particulate matter, toxic matter, fire or explosive hazard, glare, noise and vibration shall be effectively confined to the premises or disposed of in a manner so as not to pose a present or potential hazard to human health, safety, welfare or the environment.

D. General manufacturing: bottling works; laundry or dry-cleaning plant; assembly and packaging of food and dairy products; indoor breeding laboratory for medical or scientific research; monument works; concrete mixing and block plants; manufacturing of textile products; or similar general manufacturing plants and facilities; provided that all smoke, odor, particulate matter, toxic matter, fire or explosive hazard, glare, noise

and vibration shall be effectively confined to the premises or disposed of in a manner so as not to pose a present or potential hazard to human health, safety, welfare or the environment.

E. Regulated refuse incinerator: See definitions of "refuse" and "regulated refuse incinerator" in § **230-1.5**.

F. Nonregulated refuse incinerator: See definitions of "refuse" and "regulated refuse incinerator" in § **230-1.5**.

G. Wireless communication towers.

(1) Purpose.

(a) The purpose of these regulations include: minimizing adverse impacts of wireless communication towers and antennas on adjacent properties and residential neighborhoods; minimizing the overall number and height of such facilities to only what is essential, and promoting shared use of existing facilities to reduce the need for new facilities. This subsection does not apply to satellite dishes and antennas for residential use.

(b) For the purposes of this bylaw, a "wireless communication facility" shall mean a facility for the provision of wireless telecommunication services regulated by the Federal Communications Commission (FCC) and described as "personal wireless services" as defined in the Federal Telecommunications Act of 1996 as amended, and may be an internally or externally mounted repeater, antenna or array; or may be a freestanding monopole for the provision of cellular telephone services, personal communication services, paging services, and specialized mobile radio, including wireless intended solely for the transmission of data or internet.

(2) General requirements. No wireless communications facility, which shall include monopoles, shall be erected or installed except in compliance with the provisions of this subsection. In all cases, a special permit is required from the Planning Board (the "Board"). Section **230-5.5**, Special permits, of this bylaw shall apply to these applications. Any proposed extension in the height, addition of cells, antennas or panels, or construction of a new or replacement of a facility shall be subject to a new application for a special permit.

(a) Notwithstanding the foregoing or any provision to the contrary in this section, exterior wireless communication antennas (including panels) may be mounted on or attached to existing nonresidential structures, including, but not limited to, water towers, buildings, church steeples, by right in the Reservoir District, Planned Business District, and Industrial 1 District and by special permit in the Industrial 2 and Industrial 3 Districts, provided that they are properly screened and conform to Subsection **G(4)**, Design guidelines, and provided that the wireless communication antenna, including panels and supports, is:

[1] Finished in a manner designed to be aesthetically consistent with the exterior of the building or structure; and

[2] Affixed to said building or structure in a manner that does not:

[a] Obscure any window or exterior architectural feature;

[b] Extend above the highest point of the structure by more than 12 feet in height; and

[3] The surface area, individually or in the aggregate, of the antennas or panels facing streets or adjacent properties does not exceed 50 square feet.

(b) Interior mounted wireless communication facilities are allowed by right in all Industrial, Business, Planned Business Districts, and the Reservoir District if such facility and all equipment is located entirely within an existing building or structure and entirely concealed from view from the exterior of the building or structure; provided, however, all equipment is located entirely within an existing building or structure and entirely concealed from view from the exterior of the building or structure.

(c) Only freestanding monopoles, with associated antennas and/or panels (freestanding wireless communication facilities), are allowed as specified in Subsection **G(4)** below. Lattice-style towers and similar facilities requiring three or more legs and/or guy wires for support are not allowed.

(d) Wireless communications facilities shall be located in the Reservoir District, Planned Business District, and the Industrial 1 Zoning District and shall be suitably screened from abutters and residential neighborhoods.

(e) Where approval involves a freestanding monopole owned or controlled by the applicant, approval of radio-link equipment shall be conditioned upon the agreement of the applicant to reasonably cooperate with other wireless communications services providers in permitting collocation of antennas on such structure on commercially reasonable terms, unless:

[1] There are structural or other limitations which make it unfeasible to accommodate the proposed facility; or

[2] The proposed facility would interfere with the wireless communications of one or more existing occupants at the site, including the applicant.

(f) Structures shall be removed within one year of cessation of use. Annual certification demonstrating continuing compliance with the standards of the Federal Communications Commission, Federal Aviation Administration and the American National Standards Institute and required maintenance shall be filed with the Inspector of Buildings by the special permit holder.

(g) Special provisions for a gap in wireless coverage. The Planning Board is authorized to issue a special permit for a wireless communications facility in accordance with this bylaw in districts where a wireless communications facility is otherwise prohibited under the Schedule of Principal Use Regulations[1] subject to the following terms and conditions:

[1] The Planning Board, after public hearing and presentation of substantial evidence by the applicant, determines that a significant gap in wireless coverage exists in a portion of the Town; and that to disallow the location/construction/placement of a wireless communication facility within a zoning district where a wireless communication facility would not be permitted would be an effective prohibition of said use and a violation of Section 704 of the Federal Telecommunications Act of 1996.

[2] An applicant for a significant gap in wireless coverage determination must submit such information as may be required, such as mapping of existing areas of coverage, maps depicting location of wireless coverage gaps, reports, affidavits and other supplemental narrative information from a suitably qualified radio frequency engineer(s) or other industry specialist to clearly demonstrate that a gap in coverage exists and there are no other suitable locations for the placement of a wireless communication tower to close the gap. The Planning Board may require an applicant for a gap in wireless coverage determination to pay the costs and expenses of an expert or other consultant deemed necessary by the Board to provide peer review and comment upon the application.

[3] An application for a special permit relying upon a significant gap in wireless coverage determination shall comply with all applicable requirements of this Subsection **G**, Wireless communication towers, and § **230-5.5**, Special permits, of the Mansfield Zoning Bylaw.

[1] *Editor's Note: The Schedule of Principal Use Regulations is included as an attachment to this chapter.*

(3) Application process. All applications for wireless communications facilities, antennas or satellite dishes shall be made and filed on the applicable application form in compliance with the Mansfield special permit application instructions. For an application to be considered complete, all the requirements identified in § **230-5.5**, Special permits, must be submitted, in addition to the following requirements:

(a) A locus plan at a scale of one inch equals 1,000 feet.

(b) A color photograph or rendition of the proposed monopole with its antenna and/or panels. A rendition shall also be prepared illustrating a view of the monopole or antenna from the nearest street or streets.

(c) The following information prepared by one or more professional engineers:

[1] Description of the monopole and the technical, economic and other reasons for the proposed location, height and design.

[2] Confirmation that the monopole complies with all applicable federal and state standards.

[3] A description of the capacity of the monopole, including the number and type of panels, antennas and/or transmitter receivers that it can accommodate and the basis for these calculations.

[4] A complete set of construction documents showing the proposed method of installation.

[5] A copy of the manufacturer's recommended installation instructions, if any.

[6] A diagram to scale showing the location of the antenna, property and setback lines, easements, power lines, all structures and the distances from all residential zoning districts and the nearest residential structures.

(d) If applicable, a written statement that the proposed facility complies with, or is exempt from, applicable regulations administered by the Federal Aviation Administration (FAA), Federal Communications Commission (FCC), Massachusetts Aeronautics Commission and the Massachusetts Department of Public Health.

(e) The applicable review and advertising fees as may be amended.

(4) Design guidelines. The following guidelines shall be used when preparing plans for the siting and construction of all wireless communication towers:

(a) All monopoles shall be designed to be constructed at the minimum height necessary to accommodate the anticipated and future use. The setback of a monopole from the property line of the lot on which it is located and from the nearest existing monopole shall be at least equal to the height of the monopole.

(b) No monopole, or attached accessory antenna on a monopole, shall exceed 90 feet in height as measured from ground level at the base of the pole. In order to encourage collocation of antennas or panels on monopoles, the height of a monopole may be increased by 10 feet for each collocation up to a maximum height of 150 feet. No monopole shall be constructed which requires guy wires. Monopoles shall not be located on buildings.

(c) Antennas or dishes located on nonresidential buildings shall not exceed 12 feet in height above the roofline of the structure.

(d) All wireless communications facilities shall be sited in such a manner that the view of the facility from adjacent abutters, residential neighbors and other areas of Town shall be as limited as possible. All monopoles shall be painted or otherwise colored so they will blend in with the landscape or the structure on which they are located. A different coloring scheme shall be used to blend the structure with the landscape below and above the tree or building line.

(e) Antennas shall be situated on or attached to a structure in such a manner that they are screened, preferably not being visible from abutting streets. Antennas shall be located on the landscape in such a manner so as to minimize visibility from abutting streets and residences and to limit the need to remove existing vegetation. All equipment shall be colored, molded and/or installed to blend into the structure and/or the landscape. Landscaping shall be required to screen as much of the antenna support structure as possible, the fence surrounding the antenna support structure,

and any other ground-level features (such as a building). Existing on-site vegetation shall be preserved to the maximum extent practicable. A combination of existing/native vegetation, natural topography, man-made features such as berms, walls, decorative fences and any other features can be used instead of landscaping if those features achieve the same degree of screening as the required landscaping.

(f) Wireless communication towers shall be designed to accommodate the maximum number of users technologically practical. The intent of this requirement is to reduce the number of facilities which will be required to be located within the community.

[1] The shared use of existing antenna support structures and approved antenna support structure sites shall be preferred to the construction of such new facilities. New monopoles must be constructed to support a minimum of two antenna arrays from two antenna system providers or users. The Planning Department shall maintain an inventory of its existing towers, including specific information about the location, height, and design of each tower. The Town may share such information with other persons, organizations or governmental authorities seeking to locate antennas within the Town.

[2] An applicant for a new monopole structure shall submit a report inventorying existing nearby antenna support structures and antenna sites documenting why the existing structures cannot accommodate the applicant's antenna requirements. In the case of collocation associated with previous approvals under this bylaw, the pro-rata reimbursement to the initial applicant from the future provider shall not exceed 55% of the original cost for construction of the antenna support structure.

[3] No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Planning Board that no existing tower or structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:

[a] No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.

[b] Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.

[c] Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment and cannot be reinforced to provide sufficient structural strength.

[d] The applicant's proposed antenna would cause electromagnetic interference with the antennas on the existing towers or structures, or the antennas on the existing towers or structures would cause interference with the applicant's proposed antenna.

[e] The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs below new tower development are presumed reasonable.

[f] Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs.

[g] The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

(g) An applicant proposing a wireless communication tower shall prove to the satisfaction of the Board that the visual, economic and aesthetic impacts of the facility on residential abutters will be

minimal. Further, the monopole shall be located a minimum of 500 feet from the nearest residential structure.

(h) Fencing shall be provided to control access to wireless communications facilities and shall be compatible with the scenic character of the Town and shall not be of razor wire.

(i) There shall be no signs, except for "no trespassing" signs and a required sign placed at the base of the pole giving the phone number where the owner can be reached on a twenty-four-hour basis. All signs shall conform with the Sign Bylaw (§ **230-4.7** of the Mansfield Zoning Bylaws).

(j) Night lighting of towers shall be prohibited unless required by the Federal Aviation Administration. Lighting shall be limited to that needed for emergencies and/or as required by the FAA.

(k) There shall be a minimum of one parking space for each facility, to be used in connection with the maintenance of the site, and not to be used for the permanent storage of vehicles or other equipment.

(5) Special permit review.

(a) Applications for special permits shall be approved or approved with conditions if the petitioner can fulfill the requirements of this section and § **230-5.5** to the satisfaction of the Board.

(b) Applications for special permits may be denied if the petitioner cannot fulfill or address the requirements of these regulations to the satisfaction of the Board.

(c) When considering an application for a wireless communication tower, the Board shall place great emphasis on the proximity of the facility to residential dwellings and its impact on these residences. New facilities shall only be considered after a finding that existing (or previously approved) facilities cannot accommodate the proposed use(s).

(d) When considering an application for an antenna or dish proposed to be placed on an existing structure, the Board shall place great emphasis on the visual impact of the unit from the abutting neighborhoods and street(s).

Article IV. Intensity Regulations

§ 230-4.1. Requirements.

A. A dwelling, building, or any structure hereafter erected in any district shall be located on a lot having no less than the minimum requirements set forth in the schedule in § **230-4.2A** and **B**.[1] No existing lot shall be changed as to size or shape so as to result in the violation of these requirements.

[1] *Editor's Note: The schedules of density and dimensional requirements are included as an attachment to this chapter.*

B. A lot or parcel of land having an area or a frontage of less amounts than required by the following schedule may be considered as coming within the area and frontage requirements of this section, provided such lot or parcel of land has an area of not less than 5,000 square feet and a frontage of not less than 50 feet and was shown on a plan or described in a deed duly recorded or registered at the time of adoption of this bylaw and did not at the time of such adoption adjoin other land of the same owner available for use in connection with such lot or parcel.

C. The minimum front yard dimensions required in the following schedule are to be measured from the street line where a plan of the way or street is on file with the Registry of Deeds or in Town records or, in the absence of such a plan, from the line 25 feet from a parallel with the center line of the traveled way.

D. The limitation on height of buildings and structures shall not apply in any district to spire, domes, steeples, radio towers, chimneys, broadcasting and television antennas, bulkheads, cooling towers, or ventilators, when the preceding are accessory and subordinate to the primary use, and other appurtenances or ornamental features usually carried above the roof, which features are in no way used for living purposes, nor to farm buildings, churches, municipal or institutional buildings, except as all structures located in airport approach zones are restricted as provided in § **230-4.6**. The height of wireless communication towers as described in § **230-3.6G** of this bylaw shall be restricted as provided in § **230-3.6G**.

E. Each dwelling unit, wherever located, shall have a minimum of 600 square feet of interior floor area, exclusive of cellars, said area to be measured to the exterior walls of the structures, provided that the Board of Appeals may issue a temporary permit for occupancy of a building or structure with less floor area for a trailer coach situated outside of a trailer coach park for a single period not to exceed 12 months, provided the rules and regulations of the Board of Health are complied with. Such temporary permit shall not be renewable.

F. Any lot located within and containing a habitable structure in the Agriculture Zone and duly recorded in the Bristol County Registry of Deeds on or before July 1, 1975, can be subject to the front yard setback requirements of 30 feet from the right-of-way line and 15 feet from the side property line. All other dimensional requirements in Section IV-B shall be adhered to.

G. Any lot located within and containing a habitable structure in any residential zone and duly recorded in the Bristol County Registry of Deeds on or before October 16, 1989, shall be subject to the frontage, setback and lot area requirements set forth in the Town of Mansfield Zoning Bylaw adopted February 1953, last revised May 1989.

H. Where the Town acquires an interest in land by eminent domain or otherwise, which is adjacent to an existing public way for the purpose of constructing or widening of the public way or sidewalks, then the following provisions shall apply to lots or buildings affected by any such street widening or sidewalk acquisition:

(1) If the area of the lot, which prior to such acquisition conformed to this bylaw, is reduced to an area less than is required by Schedule 4.2, then the area of such lot remaining after such acquisition shall be deemed in conformity with this bylaw.

(2) If a yard setback of a building, which prior to such acquisition conformed to this bylaw, is reduced to a distance less than is required by Schedule 4.2, then the yard setbacks remaining after such acquisition shall be deemed to be in conformity with this bylaw.

I. In all residential districts, structural projections into required front, side or rear yard setbacks are allowed only as set forth in the following standards:

(1) Emergency repairs required by an order or written directive from the Inspector of Buildings are exempted from front, side and rear yard setbacks until such time as relief for the repairs can be granted by the Zoning Board of Appeals, if necessary;

(2) Emergency or secondary means of ingress/egress may extend a maximum of six feet into a side or rear yard setback;

(3) Entrance stairs or landings may project up to a maximum of three feet into a required setback;

(4) Bay and/or bow windows, chimneys and their foundations, roof eaves, bulkheads or similar architectural features may extend a maximum of three feet into a required front, side or rear yard setback.

§ 230-4.2. Schedule.

A. Density and Dimensional Regulations - Residential Districts.[1]

[1] *Editor's Note: The Schedule of Density and Dimensional Regulations is included as an attachment to this chapter.*

B. Density and Dimensional Regulations — Business and Industrial Districts.[2]

[2] *Editor's Note: The Schedule of Density and Dimensional Regulations is included as an attachment to this chapter.*

C. Scheduled rate of development.

(1) Purpose. The purpose of this subsection is to establish local standards governing the rate of residential development that promote the health, safety and general welfare of the community by ensuring development consistent with the Town's Master Plan and Capital Improvements Plan. This Scheduled Development Bylaw shall be in effect for a period of 10 years from the date of its adoption. The intent of these standards is to allow for the reasonable expansion or extension of the Town's services and infrastructure at a rate consistent with the Town's ability to fund these services and infrastructure expansion or extension within the limits of sound financial management and responsible capital planning and in keeping with the provision of Proposition 2 1/2.

(2) Applicability. This bylaw shall apply to all building permits for new single, two or multi-residence residential construction. For the purposes of this bylaw, each single-family detached dwelling unit or each three bedrooms of two-family or multifamily units or fraction thereof shall be considered to be one building permit. Specifically excluded from this bylaw are building permits for demolition, repair, renovation, reconstruction or expansion of existing residential units and dwelling units proposed under the provisions of MGL Chapter 40B. Also excluded are complexes for senior citizens, where occupancy is restricted to senior persons through a properly executed and recorded deed restriction running with the land. For the purposes of this bylaw, the term "senior" shall mean persons over the age of 55 years of age or older.

(3) Building permit limitations. Effective upon adoption of this bylaw, the total number of building permits issued for new residential units issued within any calendar year shall not exceed 115 permits, of which 15 shall be reserved for owners of lots which are not shown on either a definitive subdivision plan or "approval not required" plan under MGL c. 41, § 81, recorded after the effective date of this Scheduled Development Bylaw.

(4) Special exemption. The Zoning Board of Appeals may by special permit authorize the issuance of building permits in excess of the limits imposed by Subsection **C(3)** for low-income housing or moderate-income housing which the Zoning Board of Appeals determines would serve the needs of the Town and that the benefits of such housing project outweigh its detrimental effects after consideration of the following criteria:

(a) Impact on the health, safety, convenience, general welfare and amenities of the inhabitants of the Town;

(b) Effects on adjoining premises, neighborhood character, and social structure;

(c) Adequacy of municipal facilities and services, including, but not limited to, fire and police protection, water provision, and wastewater disposal;

(d) Effects on the natural environments; and

(e) Fiscal impacts, including the effect on the tax and employment base, municipal finances, and property values.

(5) Severability. A determination that any portion or provision of the Scheduled Development Bylaw is invalid shall not invalidate any other portion or provision hereof.

230 Attachment 2

Town of Mansfield

Schedule 4.2A
Density and Dimensional Regulations
Residential Districts
[Amended 4-12-2016 ATM by Art. 27]

	R1	R2	R3	RD
Minimum lot area per unit (square feet)				
Detached single-family	60,000	30,000	10,000	30,000
Two-family	—	—	7,500	—
With public sewer per unit (square feet)				
Detached single-family	60,000	22,500	10,000	22,500
Two-family	—	—	7,500	—
Minimum lot frontage (feet)	200[1a]	150	80	100
Minimum setbacks (feet)				
Front[2]	40	30	30	30
Side	25	15	15	15
Rear	40	30	30	30
Maximum building height (feet)	35	35[3]	35	35
Minimum open space (percent)	50%	50%	50%	50%

NOTES:

[1] Lot width must conform to the definition of "lot width" in § 230-1.5.

[1a] Notwithstanding other provisions of this bylaw, minimum frontage of 300 feet shall be required for lots which front on Route 106 between its intersection with East Street and the Easton Town line.

[2] 75 feet on lots over 30,000 square feet with frontage located on a scenic road as determined by Town Meeting.

[3] Life-care centers, allowed by special permits, may be constructed to five stories/60 feet in height.

[4] Please see § 230-4.1I regarding structural projections into required front, side and rear yard setbacks in Residential Zones.

Schedule 4.2B
Density and Dimensional Regulations
Business and Industrial Districts
[Amended 4-12-2016 ATM by Art. 27]

	B1	B2	B3	B4	PBD	I1	I2	I3	TOD
Maximum floor area ratio									
By right									
Retail	2.0	1.0	0.25	0.50	—	0.40	—	0.25	0.50
Office	2.0	1.0	0.25	0.60	0.75	0.40	0.25	0.25	0.75
Other nonresidential	2.0	1.0	0.25	0.60	0.60	0.40	0.25	0.25	0.75
Residential	—	0.5	—	—	—	—	[1]	0.25	0.50
Business/Residential[2]	2.5	1.5	—	0.80	—	—	—	0.25	2.0
Special permit (§ 230-4.9)	—	—	—	—	0.75	0.75	—	—	—
Green building/sustainable development (§ 230-4.9A)	—	—	—	—	0.85	—	—	—	—
Research and development	—	—	—	—	0.75	0.40	—	—	—
Biotechnology	—	—	—	—	0.75	0.40	—	—	—
Light manufacturing	—	—	—	—	0.75	0.40	—	—	—
General manufacturing					0.75	0.40	—	—	—
Minimum lot size (square feet)	—	—	15,000	15,000	40,000	40,000	15,000	15,000	40,000
Minimum open space (percent)	—	—	—	—	35%[5]	35%	35%	35%	—
Maximum building height	45	45	45	45	90[4]	60	45	45	45
Minimum frontage (feet)	—	—	100	100	200	200	50	50	50
Minimum setbacks (feet)									
Front	—	—	50	30	50	50	50	50	0
Side[3]	—	—	20	20	20	20	20	20	0
Rear[3]	—	—	20	40	20	20	20	20	25

NOTES:

1 South of Route 106 (as a by-right use), as per the Residence 1 District.

2 Business and residential uses may be combined in the same or separate buildings, provided that in the Business 1 and Business 2 and Business 4 Districts, retail, office, bank or restaurant uses shall occupy the entire ground floor (see § 230-3.7A).

3 In the PBD, I1 and I2 Districts, side and rear setbacks shall be 75 feet when businesses or industrial uses are within 75 feet of the property line of a residential use or a residential zone line. Said setbacks shall be waived when abutting a railroad easement in the PBD, I1, I2, and I3 Districts.

4 In the PBD, maximum building height shall be 60 feet when an office, business or industrial lot abuts or is within 75 feet of a property line of a residential use or residential zone line.

5 In the PBD, roof gardens or green roofs on the primary building or on the roof of a parking structure will count toward open space.

Town of Mansfield, MA
Thursday, August 16, 2018

Chapter 230. Zoning

Article IV. Intensity Regulations

§ 230-4.3. Landscaping and screening; exterior lighting standards.

A. General purpose and intent. The requirement and standards set forth herein are intended to achieve specific performance objectives, as described below, to enhance the visual quality of the Town's commercial areas, to encourage the creation and protection of open space, to avoid expansive development of impervious surfaces, to protect and preserve the Town's ecological balance and to ensure that landscaping is an integral part of development.

B. Objectives. In order to accomplish the general purpose and intent of these regulations, specific objectives shall be accomplished by landscape plans, which shall include the following:

(1) Buffer strips at the front of lots shall contribute to the creation of tree-lined roadways and shall create a strong impression of separation between the street and the developed area of the site without necessarily eliminating visual contact between them.

(2) Buffer strips adjoining or facing residential uses or residential zoning districts shall provide the strongest possible visual barrier between uses at pedestrian level and create a strong impression of spatial separation.

(3) Landscaping within parking areas shall provide visual and climatic relief from broad expanses of pavement and shall be designed to define logical areas for pedestrian and vehicular circulation and to channel such movement on and off the site.

(4) All required landscaping shall be located entirely within the bounds of the parcel.

(5) To the greatest feasible extent, existing healthy, mature vegetation shall be retained in place or transplanted and reused on site.

(6) It is the intent of this section to count all buffer and landscape area toward the open space requirement for the underlying zone.

(7) The owner(s) and/or developer(s) of any lot shall be responsible for the maintenance of all landscaped open space and buffers. Landscaping shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.

C. Applicability.

(1) The requirements of this § **230-4.3** shall apply to any new structure which requires 10 or more parking spaces, and to any major alteration, or change of use of an existing structure which requires the addition of 10 or more parking spaces. The requirements of this section shall also apply to all commercial parking lots and parking facilities as defined in § **230-3.5T** of this bylaw.

(2) Notwithstanding the above statement, all development in the Business 1 or Business 2 District shall be exempt from these requirements.

D. Submission and approval requirements.

(1) No construction or alteration of a structure subject to the requirements of this section shall take place until a landscape plan and planting schedule prepared by a registered landscape architect has been submitted to the Planning Board and approved by the Board for conformity with these regulations.

(2) The applicant shall submit the original and seven blue-line prints of a landscape plan conforming to the following standards:

(a) The landscape plan shall be prepared at a scale of one inch equals 40 feet.

(b) The plan shall contain the information required for site plans in § **230-5.5C(1)** through **C(5)** and § **230-5.5C(8)** through **C(11)**.

(c) The plan shall indicate the limits of work, existing tree lines, and all proposed landscape features and improvements, including planting areas, with size and type of stock for each shrub or tree.

(3) For uses not otherwise subject to site plan approval for special permit, the Board shall review a properly submitted and prepared landscape plan at its next scheduled meeting and shall approve the landscape plan and planting schedule as being in conformance with these requirements.

(4) For uses requiring site plan approval or a special permit, the review of the landscape plan and planting schedule shall be concurrent with other reviews, and granting of site plan approval or a special permit shall include approval of the proposed landscaping as being in conformance with the requirements of this section.

E. Modification by special permit.

(1) In the event an applicant desires to deviate from the specific standards for landscaping and screening set forth in this section, the Zoning Board of Appeals may approve alternative plans through the granting of a special permit.

(2) The findings generally required for special permits under § **230-5.5F** of this bylaw shall not be required for a special permit to modify landscaping and screening standards; however, no such special permit shall be granted unless the Zoning Board of Appeals finds that the proposed landscaping arrangement meets the general purpose, intent and objectives of this section and in addition makes one of the following findings:

(a) The alternative landscaping arrangement proposed by the applicant is clearly preferable for the site and surroundings than one strictly conforming to the standards of this section.

(b) It is impractical to provide the specified depth of landscaped area due to the size, shape or other characteristics of the parcel beyond the control of the applicant, and the alternative arrangement proposed by the applicant provides equivalent benefits to the site and surrounding areas.

F. Landscaped buffer strips.

(1) General standards.

(a) A landscaped buffer strip shall be provided separating all buildings, parking areas, circular circulation facilities, or similar improvements from the right-of-way line of any public street, or any private way which is adjudged by the Planning Board to perform an equivalent function.

(b) Landscaped buffer strips shall also be provided along the side and rear lot lines wherever a commercial or industrial zone abuts a residential zone. In the Business 4 (B-4) Zone, the landscaped buffer strip shall be a minimum of 20 feet deep at the side and/or rear of the property. No main building, accessory building, parking area, storage area, driveway, railway or roadway shall be permitted within these buffers.

(c) Plantings in landscaped buffer strips shall be arranged to provide maximum protection to adjacent properties and to avoid damage to existing plant material.

(d) The landscaped buffer strip shall include the required planting as set forth herein, and shall be continuous except for required vehicular access points and pedestrian circulation facilities. All required landscaping amenities shall be located within the bounds of the parcel. Signs shall be designed to be integrated into the landscaping.

(2) Specific standards.

(a) Depth.

[1] Landscaped buffer strips along a public way shall be 1/3 of the distance between the street right-of-way and any building line, but shall not be less than 15 feet in depth, and need not be greater than 50 feet in depth.

[2] Landscaped buffer strips abutting or across a street from a residential district shall be a minimum of 15 feet in depth in commercial districts, and a minimum of 50 feet in depth in industrial districts.

(b) Composition. The buffer strip shall consist of a combination of deciduous and/or evergreen trees and lower-level elements, which may include shrubs, hedges, grass, ground cover, fences, planted berms, brick or stone walls. Not more than 25% of the coverage of the landscaped area shall be mulch or nonliving material.

(c) Density of plantings.

[1] At least one tree shall be provided per 27 linear feet of street frontage or portion thereof. There shall be a minimum of three trees in the entire buffer strip. Trees may be evenly spaced or grouped. Groups of trees shall be spaced no further apart than 50 feet.

[2] At least four shrubs shall be provided per 100 square feet of landscaped area in the buffer strip.

(d) Opaque screens. For developments adjoining or facing residential districts or residential uses, or when necessary for public safety or to prevent adverse impacts on neighboring properties, a buffer strip shall contain opaque screens as described herein. An opaque screen may be comprised of walls, fences, berms or evergreen planting, or any combination thereof, provided that the Planning Board may require evergreen trees or shrubs instead of fences when deemed appropriate. Opaque screens shall be opaque in all seasons of the year.

[1] Within a side or rear yard, the screen shall be opaque from the ground to a height of at least six feet when planted or installed. At the street line, the screen shall be opaque from the ground to a height of at least three feet when installed.

[2] Walls or fences exceeding 4 1/2 feet in height shall have plantings on the side facing the residential district.

[3] Evergreen trees or shrubs shall be spaced not more than five feet on center.

(e) Berms. When berms are used to meet the requirements for a buffer strip, they shall be planted with living vegetation. The minimum top width of a berm shall be three feet, and the maximum side slope shall be 3:1. No more than 25% of the coverage of a planted berm shall be mulch or nonliving material.

G. Intersection sight distance restrictions. Landscaped buffers and screening shall not restrict sight distances at intersections or driveway entrances. Site distance requirements, location and specification of site zones shall be determined by reference to the current edition of the Commonwealth of Massachusetts Department of Public Works Highway Design Manual, or any successor publication. No fence or other

structure may be erected, and no vegetation may be maintained, between a plane 2 1/2 feet above the curb level and a plane seven feet above intersecting roadway levels within the zone required for sight distance, subject, however, to actual roadway profiles of the intersecting streets and/or driveways.

H. Landscaping within off-street parking areas.

(1) Use of landscaped islands as buffers. Parking areas shall be broken into sections not to exceed 140 cars per section. Sections shall be separated by landscaped buffers to provide visual relief. At a minimum, the buffers shall consist of islands which shall be a combination of "divider islands" and "terminal islands."

(2) Standards for landscaped islands.

(a) General. Each landscaped island shall have a minimum area of 150 square feet and shall consist of pervious landscaping. Curbing, at least five inches in height, shall surround each landscaped island as protection from vehicles. No tree shall be planted less than four feet from the curbing.

(b) Divider islands. The following additional design standards shall apply to divider islands:

[1] At least one landscaped divider island shall be provided for every four parallel rows of parking.

[2] Trees shall be spaced not more than 27 feet on center.

[3] At least one shrub shall be provided for every five linear feet, or one shrub per 35 square feet of ground area, whichever results in a greater number of shrubs.

(c) Terminal islands. The following additional design standards apply to terminal islands:

[1] Terminal islands shall be used either:

[a] To separate parking spaces from driveways and other vehicular travel lanes; or

[b] To break up large numbers of parking spaces in a single row of spaces.

[2] Landscaped terminal islands shall be provided at the ends of rows of parking where such rows are adjacent to driveways or vehicular travel lanes. In addition, terminal islands shall separate groups of parking spaces in a row, such that no continuous line of adjoining spaces contains more than 25 parking spaces.

[3] Terminal islands shall contain at least two trees when abutting a double row of parking spaces.

[4] Landscaped terminal islands shall contain evergreen shrubs planted three feet or less on center, in order to prevent damage due to pedestrian traffic.

(3) Grass or ground cover may be substituted for shrubs in divider islands and terminal islands with the approval of the Planning Board.

(4) A landscaped island may be up to 33% impervious surface, provided that all such area is used for pedestrian walkways and that such walkways are adequately buffered from the parking areas.

I. Landscaping adjacent to buildings. Landscaped areas at least 10 feet in depth shall be provided adjacent to buildings on every side of such buildings that has a public access point, and shall contain trees and shrubs.

J. Standards for plant materials.

(1) All trees, shrubs and hedges must be species that are hardy in Plant Hardiness Zone 5, as defined by the American Standards for Nursery Stock, and shall be resistant to salt spray and urban conditions where appropriate.

(2) Plantings shall be selected and designed so as not to require high water use for maintenance.

(3) Deciduous trees must be at least 2 1/2 inches to three inches in caliper, six inches above the top of the root ball at the time of planting; and must be expected to reach a height of at least 20 feet within 10 years, when considering the expected normal growth patterns of the species.

(4) Evergreen trees must be at least six feet in height at the time of planting.

(5) Ornamental or specimen trees must be at least eight feet in height at the time of planting.

(6) Shrubs and hedges must be at least 3 1/2 feet in height or have a spread of at least 24 inches at the time of planting.

(7) Shade or canopy trees shall be provided within parking lots and within buffer strips.

K. Design for pedestrian circulation.

(1) Pedestrian access through buffers and screens. Landscaped buffers should, to the greatest extent possible, serve as usable open space, providing an environment for pedestrian access between uses. Therefore, buffers shall be designed to include appropriate means of pedestrian access and crossing, both along the landscaped area (i.e., in a parallel direction with the property line) and across the buffer (i.e., providing pedestrian access to the site, separate from vehicular access points). Buffers and screens shall provide for appropriate hard-surfaced pedestrian access points and walkways where property lines abut existing or planned public streets, whether or not such streets have been constructed.

(2) Pedestrian circulation in parking facilities.

(a) Parking facilities and appurtenant driveways shall be designed so as to gather pedestrians out of vehicle travel lanes and to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on site.

(b) Pedestrian walkways shall be:

[1] Integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots;

[2] Constructed with a paved or similarly firm surface, at least four feet in width; and

[3] Separated from vehicular and parking areas by grade, curbing, and/or vegetation, except for necessary ramps.

L. Exterior lighting standards.

(1) Purpose: to encourage quality site lighting design, providing consistency of regulation and application, enhancing public safety and security, encouraging the use of energy-efficient lighting, reducing excessive lighting levels, protecting dark skies and the preservation of night skies for the observation of celestial objects, preventing light trespass and reducing unwanted glare.

(2) Applicability. The provisions of this bylaw shall apply to the installation of all replacement and new retail/commercial/industrial and multifamily outdoor building and site lighting. "Replacement" is defined as a new lighting fixture type or mounting height or location. Specifically excluded from this bylaw is routine maintenance, such as replacing lamps, fixtures, light bulbs, lenses or starters with similar components, provided such changes do not result in higher light output.

(3) General design principles. Site lighting shall be integrated into the design of the proposed development as it becomes part of the built environment, balancing lighting needs with ambient light levels and general neighborhood nighttime characteristics. One hour after the close of the last business, site lighting may be powered down by at least 1/2.

(4) Submission requirements. Each site plan shall require the submission of a photometric plan covering the entire site.

(a) The photometric plan shall show the horizontal illumination values throughout the site, in footcandles, with ten-foot spacing between each point.

(b) Footcandle reading(s) shall be shown under each light fixture.

(c) Footcandle reading(s) at the property line(s) shall be shown. Light trespass is prohibited.

(d) Location and identification of all proposed lighting fixtures on site shall be shown.

(e) Fixture type, lamp type and detail or manufacturer's cut shall be included on the plan. Light poles and foundations shall also be shown.

(5) Parking lot lighting.

(a) Parking lot lighting poles shall be site- and use-appropriate height.

(b) All lighting shall be directed downward.

(c) No parking area shall be illuminated outward from a building using wall packs or flood lights.

(d) All lighting fixtures shall be shielded in such a manner so as to minimize light trespass, glare and night glow. Full-cutoff fixtures, house-side shielding or other directionally shielded lighting fixtures may be utilized.

(6) Pedestrian lighting. Pedestrian lighting shall be provided along sidewalks in common areas and in other areas having public access for safety and security. Lighting shall be located horizontally and vertically to provide a well-lit pathway without light trespass on adjacent properties.

(7) Architectural lighting. Architectural lighting should only be used to illuminate special building features.

NONCONFORMING

Town of Mansfield, MA
Thursday, August 16, 2018

Chapter 230. Zoning

Article III. Principal Use Regulations

§ 230-3.10. Nonconforming uses.

A. A nonconforming use is the use of any building or land lawfully occupied at the time of the adoption of this bylaw which does not conform to the requirements of the district in which it is located.

B. Any building, part of a building, or land which at the time of the adoption of this bylaw is being put to a nonconforming use may be:

(1) Continued in that use, provided such use has not been abandoned for a period of one year.

(2) Changed, extended or altered.

(a) In all districts, the change, extension or alteration of a preexisting nonconforming structure or use may be allowed when authorized to do so by the Zoning Board of Appeals in accordance with the provisions of § **230-7.2**, Board of Appeals, after a public hearing; provided, however, that such change, extension, or alteration does not create a new noncompliance with any other use or dimensional requirement of this bylaw.

(b) Change, extension, or alteration of a nonconforming residential structure may be permitted after a finding in accordance with § **230-7.2**, Board of Appeals, Subsection **B(4)**, Findings.

(c) Any change, extension, alteration, or reconstruction to a preexisting, nonconforming single- or two-family residential structure shall not be considered an increase in the nonconforming nature of the structure and shall be permitted by right under the following circumstances:

[1] For the normal repair or replacement of parts of said structure;

[2] When the change, extension, alteration, or reconstruction will also comply with all applicable sections of the Zoning Bylaw in effect at the time of the application for a building permit, if the existing structure is located on a lot which is nonconforming as the result of a previous zoning change;

[3] When the change, extension, alteration, or reconstruction will comply with all applicable sections of the Zoning Bylaw in effect at the time of the application for a building permit, including, but not limited to, setbacks, yard and building coverage, and height requirements. In cases where the applicant seeks to increase the height of a structure that encroaches on a required setback, where any increase in height will occur within such encroachment, there shall be no change, extension, alteration, or reconstruction as of right under this section, and Subsection **B(2)(b)** shall apply.

(3) Changed to a similar use or to a more restricted use, provided that when changed it shall not be returned to a less restricted use.

(4) Rebuilt or restored at the same location and again used as previously in the case of a building destroyed or damaged by fire, explosion or other catastrophe, provided that said owner shall apply for a building

permit and start operations for restoring or rebuilding on said premises within 12 months after such catastrophe; and further provided that the buildings as restored shall be only as great in volume or area as the original nonconforming structure, unless relief has been granted in accordance with § **230-7.2B**.

PARKING

Town of Mansfield, MA
Thursday, August 16, 2018

Chapter 230. Zoning

Article IV. Intensity Regulations

§ 230-4.4. Off-street parking and loading.

In any zoning district, if a structure is constructed, enlarged, or extended and any use of land established, or any existing use is changed after the effective date of this bylaw, parking and loading spaces shall be provided in accordance with the following schedules:

A. Off-street parking schedule.
[Amended 4-11-2017 ATM by Art. 30]

Land Use	Minimum Number of Off-Street Parking Spaces
Dwelling, single-family and 2-family units.	2 per dwelling; 2-family in B2, 2 spaces per unit
Dwelling, multifamily (3 or more units)	1.5 per unit in Business 1; 2.0 in all other zones
Hotel, motel, tourist court	1 per sleeping room
Automobile repair garage	1 space for each 200 square feet of gross floor area
Liquor store	1 space for each 200 square feet of gross floor area
Theater, gymnasium, auditorium, church, meeting rooms, or similar place of public assembly with seating facilities.	1 for each 4 seats of total seating capacity (20 linear inches of bleachers or benches may be considered equal to 1 seat)
General business, or commercial, personal services (barber, hair dresser, and tailor), department stores, drug stores, variety stores, medical centers, and outpatient clinics; banks, bowling alleys, and business, professional and other offices less than 25,000 square feet.	1 per 200 square feet of gross floor area In B1 and B2, 1 per 1,000 square feet of gross floor area
Business, professional, and other offices 25,000 square feet and greater	In PBD, 2.75 spaces per 1,000 square feet of gross floor area. In all other districts, 3.5 spaces per 1,000 square feet of gross floor area
Manufacturing and warehousing and offices incidental thereto	1 per employee on the largest operating shift
Restaurant	1 per 4 seats; in B1 and B2, 1 space per 8 seats or in B1 and B2, off-street parking is not required where valet parking is provided
Retail use greater than 25,000 square feet	One per 250 square feet of gross floor area
Mixed use	Number of tandem parking spaces which, in the judgment of the Planning Board are adequate to provide off-street parking for the proposed use
Any use permitted by this bylaw not interpreted to be covered by this schedule	Number of spaces which in the judgment of the Planning Board are adequate to provide off-street parking for the proposed use

B. Off-street loading area requirements.

Use	Minimum Number of Loading Space Areas
All uses under 5,000 square feet of gross floor area	None required except instances where existing loading is done in the public street or sidewalk
Retail trade, manufacturing, wholesale, and industry with over 5,000 square feet of gross floor area	1 per 20,000 square feet or fraction thereof of gross floor area up to 40,000 square feet; 1 additional space for every 60,000 square feet thereafter.
Business services, community facilities, and other service areas (school, church, Town building, recreation) with over 5,000 square feet of gross floor area	1 per 75,000 square feet or fraction thereof of gross floor area up to 2 spaces; 1 additional space for each 20,000 square feet or fraction thereof of gross floor area over 150,000 square feet
Any use permitted by this bylaw interpreted to not be covered by this schedule	Number of spaces which in the judgment of the Planning Board are adequate to provide off-street loading for the proposed use(s)

C. Handicapped parking. Specially designed parking spaces for the physically handicapped shall be provided according to the most recent rules and regulations of the State of Massachusetts Architectural Barriers Board.

D. Design standards and special conditions.

(1) Computation of spaces. When the computation of required parking or loading spaces results in the requirement of a fractional space, the fractional space shall require a full space if the fraction is greater than 1/2.

(2) Combined uses/multiple uses. In the case of combined or mixed uses, the parking facilities required shall be of the sum of the requirements for the various individual uses, computed separately in accordance with this bylaw. Parking facilities for one use shall not be considered as providing the required parking facilities for any other use unless it can be clearly demonstrated that the need for parking occurs at different times.

(3) Location.

(a) Required parking spaces and loading spaces shall be on the same lot as the principal use(s) served; or if not reasonably possible, on other property in the same zoning district within 200 feet of the principal building. This 200 feet shall be measured along a public way. Such off-premises parking shall be in possession, by deed or lease, of the owners of the use served.

(b) In the Business 1 and Business 2 Districts, all required parking shall be located at the rear of the principal building.

(4) Existing spaces. Parking or loading spaces being maintained in any district in connection with any existing use on the effective date of this bylaw, or any spaces subsequently provided in accordance with this bylaw, shall not be decreased or in any way removed from service to the use originally intended to be served so long as said use remains, unless a number of parking or loading spaces is constructed elsewhere such that the total number of spaces conforms to requirements of the parking and loading schedules.

(5) Materials. All parking areas shall contain 2 1/2 inches of pavement. Durable curbing shall be installed for four inches above the pavement at appropriate locations to provide for adequate drainage and protection of buffer areas. Parking areas shall be constructed with a subsurface drainage system which is either connected to or designed in conjunction with the existing and proposed street or driveway drainage system. The drainage shall be designed for a twenty-five-year storm frequency.

(6) Parking spaces. Each required off-street parking space shall be marked with paint or other durable marking material and shall be large enough to contain a rectangle measuring not less than nine feet by 18.5 feet. This area shall constitute one space. For subcompact cars, a space shall be large enough to contain a rectangle measuring not less than eight feet by 17 feet.

(7) Loading spaces.

(a) Each space for off-street loading shall be a minimum of 14 feet by 60 feet with a vertical clearance of at least 14 feet. Each loading space shall have additional area adequate for maneuvering and/or parking so that a public street, sidewalk, or area is not encroached upon. The loading spaces required for uses listed in the off-street loading schedule shall in all cases be on the same lot as the use they are intended to serve unless information/data can be presented which demonstrates that this requirement is not necessary.

(b) In no case shall the required loading spaces be part of the area used to satisfy the parking requirements of the bylaw.

(8) All lighting of parking lots shall be arranged so as to adequately light the entire parking lot and will be directed away from the street and adjoining residential uses.

(9) Entrance/Exit drive widths and location.

(a) The minimum distance between an entrance or exit drive at the street (right-of-way) line and the curb line of an intersection street shall be 50 feet in all directions.

(b) The maximum width of an entrance or exit drive at the street (right-of-way) line shall be 24 feet in a Residential District and 40 feet in any other district. If the driveway is divided to separate entrance and exit movements, the combined width may be increased to 60 feet.

(c) The Planning Board may authorize departures from the above standards as follows:

[1] In Industrial, Business and Planned Business Districts, the Board may authorize more than two access driveways if it determines that such additional driveways are necessary to provide adequate area for safe vehicular turning movements and circulation. In any case, there shall be no more than one additional access driveway for each 100 feet of frontage, and all two-way access driveways on a single lot shall be at least 100 feet apart measured from the center line of each access driveway.

[2] In Industrial, Business and Planned Business Districts, the Board may authorize a driveway with a greater width than provided for herein when the Planning Board finds that such width would facilitate traffic flow and safety.

[3] No increase in the number or widths of driveways shall be granted unless the Planning Board specifically finds that the proposed design would provide greater traffic safety than a design conforming to the design standards set forth herein.

(10) Subcompact car spaces.

(a) The Planning Board may allow the construction of smaller parking spaces designed to accommodate a subcompact car. Thirty percent of subcompact parking spaces shall be allowed by right. Anything above said number shall be approved by the Planning Board.

(b) In the Planned Business District only, up to 40% of the required parking spaces may be designed to accommodate subcompact cars by right.

(11) Business 1 Zone exception. All businesses proposed for the Business 1 Zone may be exempted from the off-street loading requirements if, in the opinion of the Planning Board, an unsafe traffic condition is not created.

(12) Display of merchandise. No parking or loading area shall be used for the sale, repair, display, storage, dismantling, or servicing of any vehicle, equipment, merchandise, material, or supplies except as specifically permitted by these bylaws in conjunction with uses directly involving sale, servicing, storage, or repair of vehicles in districts where such uses are permitted.

(13) Parking barriers. A substantial bumper of concrete, steel, or heavy timber; or a concrete curb or berm which is backed; or a natural berm; shall be so located at the edge of surfaced areas except driveways so as to protect abutting structures, properties, sidewalks and landscaping.

(14) Aisle and maneuvering space. The aisle maneuvering area shall be provided based on recognized standards approved by the Highway Research Board.

(15) Senior citizen housing. In instances where a senior citizen housing project is developed, the requirement for off-street parking shall be one space for every two dwelling units.

(16) Municipal parking lots and areas. The Planning Board shall not allow the substitution of parking space within municipal parking lots in lieu of the parking requirements of this bylaw.

(17) Employee parking. In addition to the requirements for off-street parking in Subsection **A**, all use(s) of land shall also provide one parking space per employee on the largest operating shift unless otherwise noted.

(18) Drive-up window stacking lane requirements.

(a) For the purposes of this bylaw, a "stacking lane" and "stacking space" shall be defined as follows:

STACKING LANE

An area of stacking spaces and driving lane provided for vehicles waiting for drive-up service, which is physically separated from other traffic and pedestrian circulation on the site.

STACKING SPACE

An area within a stacking lane for vehicles waiting to order and/or finish a drive-up transaction.

(b) Fast-food drive-up facilities shall provide a minimum of eight stacking spaces (within the site) before the order board. The facility shall provide another four stacking spaces between the order board and the transaction window. If the facility has two transaction windows, the four stacking spaces may be split between each of the windows. An additional stacking space shall be provided after the last transaction window(s).

(c) Non-fast-food drive-up facilities shall provide a minimum of four spaces before the drive-up window.

(d) Each stacking space shall be a minimum of 20 feet in length and 10 feet in width along straight proportions. Stacking spaces and stacking lanes shall be a minimum of 12 feet in width along curved segments.

(e) Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.

(f) Entrances to stacking lanes shall be clearly marked and a minimum of 60 feet from the intersection with the public street. The distance shall be measured from the property line along the street to the beginning of the entrance.

(g) Stacking lanes shall be designed to prevent circulation congestion, both on-site and on adjacent public streets. The circulation shall: (1) separate drive-up traffic from site circulation, (2) not impede or impair access into or out of parking spaces, (3) not impede or impair vehicle or pedestrian traffic movement, and (4) minimize conflicts between pedestrian and vehicular traffic

with physical and visual separation between the two. Stacking lanes or bypass lane shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. An emergency bypass lane or exit shall be provided.

(h) Stacking lanes shall not enter or exit directly into a public right-of-way. Stacking lanes shall be integrated with the on-site circulation pattern.

(i) The intersection of stacking lanes and walk-in customer access shall be a minimum of 50 feet from any access connections and/or transaction windows. Said intersections shall be provided with a crosswalk. These crosswalks shall use enriched paving and striping and include warning signage aimed at both the pedestrian and the vehicle.

(j) For any drive-up window use permitted by this bylaw interpreted not to be covered by these queuing and stacking requirements, the Planning Board may require the number of spaces which, in the judgment of the Planning Board, are adequate to provide sufficient parking and queuing lanes to provide off-street access for the proposed use(s).

(19) Tandem parking spaces, as defined in § **230-1.5**, may be allowed in the Business 1 (B1), Business 2 (B2), Business 4 (B4), Industrial 1 (I1), Industrial 2 (I2) and the Industrial 3(I3) Zones. The Planning Board may make the finding that tandem parking may be used in the Transit Oriented Development (TOD) and North Main Street Business Overlay District.
[Added 4-11-2017 ATM by Art. 30]

DEFINITIONS

Town of Mansfield, MA
Thursday, August 16, 2018

Chapter 230. Zoning

Article I. General

§ 230-1.5. Definitions.

For the purpose of this bylaw, certain terms and words are herein defined as follows: Words used in the present tense include the future; words in the singular number include the plural number and words in the plural number include the singular number; the word "shall" is mandatory and not directory; the word "building" includes the word "structure"; the word "lot" includes the word "plot"; the word "land" includes the words "marsh" and "water."

ACCESSORY BUILDING

A detached subordinate building located on the same lot with the main building or use, the use of which is customarily incidental to that of the main building or to the use of the land. Where a substantial part of a wall of an accessory building is part of the wall of the main building, or where an accessory building is attached to the main building, such accessory building shall be counted as part of the main building.

ACCESSORY USE

A use customarily incidental and subordinate to the main use or building and located on the same lot therewith. In no case shall such accessory use dominate in area, extent, or purpose the principal lawful use of the building and shall not be located between the principal building and the street right-of-way.

ADULT BOOKSTORE

An establishment having as a substantial or significant portion of its stock-in-trade books, magazines and other matter which are distinguished or characterized by their emphasis depicting, describing or relating to sexual conduct or sexual excitement as defined in MGL c. 272, § 31.

ADULT CABARET

A nightclub, bar, restaurant, tavern, dance hall, or similar commercial establishment which regularly features:

A. Persons who appear in a state of nudity; or

B. Live performances which are characterized by an emphasis depicting anatomical areas or relating to sexual conduct or sexual excitement as defined in MGL c. 272, § 31.

ADULT MOTION-PICTURE THEATER

An establishment used for presenting a substantial or significant portion of material distinguished by an emphasis on matter depicting, describing or relating to sexual conduct or sexual excitement as defined in MGL c. 272, § 31.

ADULT PARAPHERNALIA STORE

An establishment having as a substantial or significant portion devices, objects, tools, or toys which are distinguished or characterized by their association with sexual activity, including sexual conduct or sexual excitement as defined in MGL c. 272, § 31. For the purposes hereof, the words "substantial or significant" shall mean more than 25% of the establishment's inventory of stock or more than 25% of the establishment's gross floor area.

ADULT VIDEO STORE

An establishment having as a substantial or significant portion of its stock-in-trade videos, movies, or other film materials which are distinguished or characterized by their emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in MGL c. 272, § 31. For the purposes hereof, the words "substantial or significant" shall mean more than 25% of the establishment's inventory of stock or more than 25% of the establishment's gross floor area.

A-FRAME OR SANDWICH BOARD SIGNS

A-frame/sandwich board signs are permitted in the Downtown Business Zone only and are defined as follows: a nonpermanent, two-sided advertising sign in the shape of the letter "A" that displays information on the sponsoring business, located directly in front of said business.

AIRPORT APPROACH ZONE

The land area in line with airport runways as indicated schematically on the Zoning Map referred to in Article **II** of this bylaw and as defined in MGL c. 90, § 35B, as amended.

BASE FLOOD

The flood having a one-percent chance of being equaled or exceeded in any given year.

BUILDING

A structure having a roof supported by columns or walls for shelter, support or enclosure of persons, animals or chattels. When separated by division walls from the ground up without openings, each portion of such building shall be deemed a separate building.

BUILDING FRONT

The wall of the building most nearly parallel with and adjacent to the front of the lot on which it is situated.

BUILDING HEIGHT

The vertical distance measured from the level of the curb or established center line of the street opposite the middle of the front elevation of the main entrance of the building to the highest point of the roof surface, if a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and a ridge of a gable, hip or gambrel roof. If built on a terrace or five feet, whichever is smaller.

BUILDING, MAIN

A building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling or apartment shall be deemed to be a main building on the lot on which the same is situated.

DEVELOPMENT

Any man-made change to improved or unimproved real estate, including, but not limited to, building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DOWNTOWN BUSINESS ZONE REAR WALL SIGN

A business in the Downtown Business Zone having a nonprimary, for zoning purposes, secondary frontage on a public or private way or public or private parking lot may be permitted an additional wall sign on that second frontage. Said wall sign shall not be greater in length than 20% of the rear facade of the building. Rear wall signs shall not be larger than 16 square feet.

FAMILY

An individual or two or more persons related by blood, marriage, or legal adoption living as a single housekeeping unit and including necessary home help. A group of individuals not related by blood, marriage, or legal adoption but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a family, except those residential homes duly authorized by the Commonwealth of Massachusetts.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study for communities as well as regulatory standards for development in the flood hazard areas.

FLOOD HAZARD, AREA OF SPECIAL

The land in the floodplain within the municipal boundaries of the Town of Mansfield subject to a one-percent or greater chance of flooding in any given year. The area is designated as Zones A and AE on the FIRM dated July 7, 2009.

FLOOR AREA RATIO

The ratio of gross floor area of all buildings, exclusive of parking structures, to the total lot area. The gross floor area includes all of the floor area on all floors contained within the outside dimensions of the building.

GARAGE, GROUP

A building, a part of a building or a group of buildings, other than a private garage, made up of units containing provisions for not more than two motor vehicles in each unit, in which motor vehicles are kept and taken care of by their respective owners, who are either tenants or owners of each unit in which their motor vehicles are kept, all said motor vehicles being solely for private or professional use, and not for sale, rent, hire, exhibition or demonstration purposes.

GARAGE, PRIVATE

A detached accessory building of not more than 35% of the ground floor of the main building, used for the purposes of parking or temporary storage of automobiles of occupants of the premises, except that one space may be used by the private automobiles of persons not resident on the premises.

HAZARDOUS WASTE

Any refuse or material determined to be hazardous waste pursuant to Chapter 21C of the Massachusetts General Laws or the regulations promulgated thereunder at 310 CMR 30.00 et seq.; or any waste or material determined to be hazardous waste pursuant to the bylaws and regulations of Mansfield, if any.

LANDFILL

Any refuse dumping ground, sanitary landfill, solid waste landfill, or any other works or facility that disposes of or places refuse into the land and is subject to MGL c. 111, § 150A.

LOADING SPACE, OFF-STREET

An off-street space or berth on the same lot with a building, or contiguous to a group of buildings, for the temporary parking of vehicles while loading or unloading merchandise or material, and which has access to a street, alley or other appropriate means of ingress and egress.

LOT

A parcel of land, either occupied or vacant, or to be occupied by a building or group of buildings and accessory buildings and used together with such yards and other open spaces as are required by this bylaw. A lot may be land so recorded in a deed or on a plat of record, or it may include parts of or a combination of such lots when adjacent to one another, provided such ground is used for one improvement. All lots shall front on and have ingress and egress by means of a street or public right-of-way.

LOT, CORNER

Any lot abutting two or more streets at their intersection. Minimum frontage shall be required on one street; front yard setbacks shall be required from all streets.

LOT DEPTH

The mean distance between front and rear lot lines.

LOT FRONT

The front of a lot shall be considered to be that boundary of the lot which abuts on a street. In the case of a corner lot, the narrowest boundary fronting on a street shall be considered to be the front of the lot. In case the corner lot has equal frontage on two or more streets, the lot shall be considered to front either on the principal street or on the street on which the greatest number of buildings have been erected within the same block. In the case of any corner lot, access to the lot may be permitted from any street abutting the lot.

LOT WIDTH

The width of any lot shall be no less than the minimum lot frontage dimension as provided in § **230-4.2**, for a distance equal to the required frontage measured at the ninety-degree angle, +/-20°, from the front of the lot as described herein.

NONCONFORMING BUILDING

A building, structure, or portion thereof lawfully existing and used at the time this bylaw became effective, which was designed, erected or structurally altered for a use that does not conform to the use regulations of the district in which it is located; or a building or structure that does not conform to all of the intensity regulations of the district in which it is located.

NONCONFORMING USE

A use which lawfully occupied a building or portion thereof or land at the time this bylaw became effective and which does not conform to the use regulations of the district in which it is located.

NONREGULATED REFUSE INCINERATOR

A refuse incinerator which is not governed by MGL c. 111, § 150A, and MGL c. 40A, § 9, as enacted at time of this bylaw's adoption, and more particularly defined as a refuse incinerator rated by the Massachusetts Department of Environmental Protection ("DEP"), or represented by the facility applicant in the absence of a DEP rating, at one ton per hour or less of refuse incineration.

ONE-HUNDRED-YEAR FLOOD

See "base flood."

OPEN SPACE

A. In reference to Table 4.2B,[1] open space is defined to include:

(1) Those portions of the lot area devoted to plantings, including grass areas.

(2) Pedestrian-oriented paved areas devoted to functional, social or recreational use in common by the residents of the complex, provided that such areas are kept essentially open to the out-of-doors and are at ground level.

B. Specifically excluded from this definition of open space are those areas devoted to driveways, parking and service areas, whether or not designed for multiple use.

OVERLAY DISTRICT

A set of zoning requirements that is imposed in addition to those of the underlying district. Development within the overlay districts or the more restrictive of the two.

PERSON

Any public or private corporation, individual, trust, firm, joint-stock company, joint venture, partnership, association, or other entity, and any officer, employee or agent of said person, and any group of said persons.

RECONSTRUCTION

The demolition of a structure and the rebuilding of a new structure on the same lot.

RECREATIONAL VEHICLES

A temporary residence used for recreational purposes, house car, camp car, or any portable or movable vehicle on wheels, skids, or rollers, not structurally anchored to a foundation, propelled by an attached vehicle or other propelling apparatus.

REFUSE

All solid or liquid waste materials, including garbage and rubbish, refuse incinerator ash and sludge, but not including sewage, and those materials defined as hazardous wastes in MGL c. 21C, § 2, and those materials defined as source, special nuclear or by-product material under the provisions of the Atomic Energy Act of 1954.

REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARY

A not-for-profit entity registered under 105 CMR 725.100 that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, "registered nonprofit medical marijuana dispensary" refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

REGULATED REFUSE INCINERATOR

A refuse incinerator rated by the Massachusetts Department of Environmental Protection ("DEP") at more than one ton of refuse per hour or other facility for incinerating refuse that is subject to MGL c. 111, § 150A.

SIGN

Any words, lettering, parts of letter figures, numeral phrases, sentences, emblems, devices, trade names or trademarks by which anything is made known, such as are used to designate an individual, a firm, an association, a corporation, a profession, a business, or a commodity or product, which are visible from a public street or right-of-way and used to attract attention.

SOIL ASSOCIATION 2 (MUCK, WHITMAN, SCARBORO RIDGEBURY)

Soils in this association are very poorly drained organic soils and very poorly, and poorly, drained mineral soils on low-lying nearly level terrain. This soil association has slight limitations for wetland wildlife and for some kinds of recreation use. Many tracts provide suitable habitat for wetland wildlife or the habitat can be improved with relative ease. The area has severe limitations for residential, commercial, or industrial use because of wetness. Nearly all tracts are difficult to drain sufficiently for such uses. In addition, the organic soils can support only slight weight in comparison to mineral soils.

SPECIAL HAZARD AREA

An area having special flood and/or flood-related erosion hazards, and shown on the FIRM as Zones A and AE.

SUBSTANTIAL IMPROVEMENT

Any repair, reconstruction, or improvement of a structure, the cost of which includes or exceeds 50% of the market value of the structure either:

A. Before the improvement or repair is started; or

B. If the structure has been damaged and is being restored, before the damage occurred.

STORY

That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there be no floor above it, then the space between such floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each 14 feet or fraction thereof. "Half (1/2) story" means any story or space situated, wholly or partly, in the roof, so designated, arranged or built to be used for storage or habitation.

STREET

A public thoroughfare, 30 feet or more wide between property lines.

STREET LINE

The dividing line between a street and a lot and, in the case of a public way, the street line established by a public authority laying out the way upon which the lot abuts.

STRUCTURE

Anything constructed or erected which requires location on the ground, or attached to something having location on the ground.

TANDEM PARKING

A parking space that can only be used after crossing another parking space, allowing one car to park directly behind another car. Vertical lift parking spaces shall be considered a tandem parking space.
[Added 4-11-2017 ATM by Art. 30]

TEMPORARY USE

See § **230-3.4J**.

YARD

An open space, other than a court, on the same lot with a building or group of buildings and a lot line and is unoccupied and unobstructed from the ground upward.

YARD, FRONT

A yard extending across the full width of the lot and lying between the front lot line of the lot and the nearest line of the building. The depth of a front yard shall be the minimum distances between the building and the front lot line measured at right angles to the front line of the lot.

YARD, REAR

A yard extending across the full width of the lot and lying between the rear lot line of the lot and the nearest line of the building. The depth of a rear yard shall be the minimum distance between the building and rear lot line, measured at right angles to the rear line of the lot.

YARD, SIDE

An open, unoccupied space between the side lot and the nearest line of the building and extending from the front yard to the rear yard, or, in the absence of either such yards, to the front or rear lot lines, as may be. The width of a side yard shall be the minimum distance between the building and the side lot line, measured at right angles to the side line of the lot.

[1] *Editor's Note: Table 4.2B is included as an attachment to this chapter.*

SAUL EWING
ARNSTEIN
& LEHR LLP

Brenda L. Bickham
Phone: (617) 912-0932
Fax: (857) 400-3772
Brenda.Bickham@saul.com
www.saul.com

September 18, 2018

VIA FEDEX AND EMAIL

[redacted]

Re: Purchase and Sale Agreement dated as of August 20, 2018 (the "Agreement") by and between [redacted] ("Buyer") and [redacted], a Massachusetts limited liability company ("Seller") for property located at 60 Maple Street, Mansfield, MA (the "Property")

Gentlemen:

Capitalized terms used and not otherwise defined in this letter shall have the meanings respectively ascribed to them in the Agreement. On behalf of Buyer, we have reviewed that certain Title Commitment issued by Stewart Title Guaranty Company dated August 19, 2018, being Commitment No. 18-07-1309 (the "Commitment"), which commitment is attached hereto along with that certain ALTA/NPS Land Title Survey prepared by Holden Engineering & Surveying, Inc. through Bock & Clark National Coordinators, being dated as of August 19, 2018 (the "Survey"). This letter shall serve as a notice of Buyer's Objection Notice pursuant to Section 25 of the Agreement; provided however, that Buyer expressly reserves the right to object to any title matters that arise after the date of the Commitment and any matters as they may appear or not appear on the updated survey. Buyer hereby requests that Seller cure, satisfy or otherwise address as directed each of the following matters:

Title:

A. Schedule B, Section 1 to Commitment - Seller must comply with all requirements listed in Schedule B, Section 1 of the Commitment, including but not limited to the release of any and all monetary encumbrances and the additional matters set forth in Schedule B, Section 1,

specifically, Items c, d (1 and 3), and e and all other documents required to provide Buyer good, insurable record title.

B. Schedule B, Section 2 to Commitment - The following items in Schedule B, Section 2 of the Commitment must be cured, satisfied or otherwise addressed as follows:

(1) Items 1 through 4 must be deleted (Buyer will provide a final survey in order to delete Item 2).

(2) Item 5 - payment of real estate tax, municipal charges should be updated prior to closing and the exception revised accordingly.

(3) Item 6 – 17 foot wide Rail Road Easement. Please provide Buyer with any spur track or side track agreements related to this exception.

C. MGL Chapter 40:54A

(1) Please provide evidence that any rights of the Commonwealth of Massachusetts Department of Transportation (formerly Executive Office of Transportation) have been released pursuant to Chapter 40:54A and 161C of the Massachusetts General Laws.

This title objection notice is being delivered by Buyer to Seller with a full reservation of Buyer's rights under the Agreement, including without limitation, without waiver by Buyer of any item to be delivered by Seller or any title objections to be removed by Seller under the Agreement, or compliance by Seller of all of its obligations under the Agreement.

Pursuant to Section 25 of the Agreement, Seller has seven (7) days to notify Buyer of its intention to cure ("Cure Notice") the title and survey objections. In the meantime, if you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Brenda L. Bickham
Senior Paralegal

Enclosures
cc: [redacted]

[redacted]

EXHIBIT J - QUITCLAIM DEED

2018 00109642
Cert: 15481 Doc: DEED
Registered: 12/19/2018 02:33 PM
ATTEST: Barry J. Amaral, Register
Bristol County North Registry of Deeds

After Recording Return to:
Stewart Title Guaranty Company
One Washington Mall, Suite 1400
Boston, MA 02108
Attn: Stacey Hanrahan

Property Address: 60 Maple Street, 411 & 421-431 Oakland St.,, Mansfield, MA.
Grantee's Address: 155 Federal Street, Suite 1202, Boston, MA 02110.

DEED

[redacted], a Massachusetts limited liability company, for the consideration paid of Fourteen Million Seven Hundred and Fifty Thousand and 00/100 Dollars ($[redacted]

grants to [redacted] a Delaware limited liability company, with QUITCLAIM COVENANTS,

those certain parcels of land situated in Mansfield, in the County of Bristol, Commonwealth of Massachusetts, described in EXHIBIT A attached hereto.

Meaning and intending to convey the premises conveyed to the Grantor by Deed filed as Document Number ~~99237~~ 101941 with the Bristol North Registry District of the Land Court.

By its execution hereof, the Grantor hereby (i) waives and releases all rights of homestead in the premises conveyed hereby and (ii) represents and warrants that no other party holds or is entitled to any rights of homestead in said premises.

Grantor represents and warrants, under the pains and penalties of perjury, that, for Federal income tax purposes, Grantor does not report its income as a corporation.

[*Signature page follows*]

12-20-18

A true copy of document filed In Bristol N.D.
Registry District of the Land Court
on 12-19-18 as Doc No. 109642
noted on Certificate No. 15481
Book 84 Page 122 (7 pgs)
Attest: Barry J. Amaral

EXECUTED under seal as of the 18th day of December, 2018.

[redacted]

MASSACHUSETTS EXCISE TAX
Bristol County ND ROD 001
Date: 12/19/2018 02:33 PM
Ctrl# 075716 28562 Doc# 00109642
Fee: $67,260.00 Cons: $14,750,000.00

COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 18TH day of December, 2018, before me, the undersigned notary public, personally appeared [redacted] proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☑ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose in the capacity set forth above.

(*official seal*)

[redacted]

Notary Public
My Commission expires: 9-26-19

COMMONWEALTH OF MASSACHUSETTS

Norfolk County

On this 18TH day of December, 2018, before me, the undersigned notary public, personally appeared [redacted], proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a

federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☑ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose in the capacity set forth above.

(*official seal*)

[redacted]

Notary Public
My Commission expires: 9-26-19

EXHIBIT A

Premises: 60 Maple St., 411 & 421-431 Oakland St., Mansfield, Bristol County, MA

PARCEL I (A portion of 60 Maple Street)

That certain parcel of land situated in Mansfield, in the County of Bristol and said Commonwealth, bounded and described as follows:

Southerly by Maple Street, three hundred twenty-nine and 14/100 (329.14) feet; Westerly by Lot 44 as shown on plan hereinafter mentioned on three courses measuring one hundred forty-eight and 88/100 (148.88) feet, sixty-two and 40/100 (62.40) feet and two hundred forty-five and 66/100 (245.66) feet; Northerly by said Lot 44, three hundred ninety-seven and 17/100 (397.17) feet; Easterly by said Lot 44, four hundred fifty-five and 41/100 (455.41) feet; Southeasterly by said Lot 44 on a curved line having a radius of 30 feet, forty-seven and 12/100 (47.12) feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604R, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 43 on said plan.

PARCEL II (A portion of 60 Maple Street)

SOUTHERLY	by Maple Street, 90.00 feet;
NORTHWESTERLY	by Lot #43 (Land Court Plan #19604-R), on a curved line having a radius of 30 feet, 47.12 feet;
WESTERLY	by said Lot #43, 455.48 feet;
NORTHERLY	by Lot #44 (Land Court Plan #19604- R), 159.68 feet;
EASTERLY	by land of the Town of Mansfield, 507.72 feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604-W, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and

said parcel is shown as Lot #55, on said plan.

Said premises has the benefit of the right and easement reserved by the grantor in deed to Charles C. Copeland Co., filed as Document No. 12113.

PARCEL III (A portion of 60 Maple Street)

That certain parcel of land situated in Mansfield, County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY	by Oakland Street forty-eight and 46/100 (48.46) feet;
NORTHEASTERLY	by Lot 59 as shown on a plan hereinafter mentioned on a curved line having a radius of four hundred sixty-seven and 78/100 (467.78) feet, three hundred fourteen and 60/100 (314.60) feet;
EASTERLY	by Lot 43 (Land Court Plan 19604Y) on several courses measuring together four hundred fifty-six and 94/100 (456.94) feet;
SOUTHERLY	by Maple Street one hundred two and 28/100 (102.28) feet; and
NORTHWESTERLY, WESTERLY & SOUTHERLY	by land of Louis M. Soldani, Jr. and Donna M. Soldani and by land of Hutchinson Realty Company on several courses measuring together seven hundred fifty-seven and 40/100 (757.40) feet.

All of said boundaries are determined by the Court to be located as shown on a plan filed with the Court as Plan No. 19604Y, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said parcel is shown as Lot 58 on said plan.

Together with the right to use the existing railway side track thereon (the centerline of which is marked "17' Wide Railroad Easement" on said plan) in common with others entitled thereto.

PARCEL IV (411 Oakland Street)

That certain parcel of land situated in Mansfield, in the County of Bristol, Commonwealth of Massachusetts, bounded and described as follows:

NORTHWESTERLY	by Oakland Street fifty (50.00) feet;
NORTHEASTERLY	by Lot 60 as shown on a plan hereinafter mentioned fifty (50.00) feet;
NORTHERLY	by said Lot 60 six hundred seventy-seven 78/100 (677.78) feet;
EASTERLY	by land of the Town of Mansfield two hundred seventy - one (271.00) feet;
SOUTHERLY	by Lot 43 (Land Court Plan 19604R) five hundred fifty-six and 85/100 (556.85) feet; and
SOUTHWESTERLY	by Lot 58 on a curved line having a radius of four hundred sixty - seven and 78/100 (467.78) feet, three hundred fourteen and 60/100 (314.60) feet.

All of said boundaries are determined by the court to be located as shown on a plan filed with the Court as Plan No. 19604Y, all as modified and approved by the Court, a copy of which plan is filed with the Land Registration Office for the Northern Registry District of Bristol County, and said Parcel is shown as Lot 59 on said plan.

PARCEL V (421-431 Oakland Street)

The land known as 421-431 Oakland Street, Mansfield, Bristol County, Massachusetts more particularly shown as Lot 60 on a Plan entitled "Subdivision Plan of Land in Mansfield", dated June 22, 1977 by Guerriere & Halnon, Inc., Surveyors, filed with the Land Court, a copy of a portion of which is filed with Bristol North Registry District of the Land Court with Certificate of Title No. 5062 as Plan No. 19604-Y, bounded and described as follows:

WESTERLY	by Oakland Street three hundred sixty-four and 65/100 (364.65) feet;
NORTHWESTERLY	by land now or formerly of William H. Bannon along the Foxborough - Mansfield Town line five hundred eighty-six and 62/100 (586.62) feet;

EASTERLY	by land of the Town of Mansfield four hundred thirty- one and 22/100 (431.22) feet;
SOUTHEASTERLY	by Lot 59, six hundred seventy-seven and 78/100 (677.78) feet; and
SOUTHEASTERLY	by Lot 59, fifty (50) feet.

Together with a permanent right and easement to use the areas marked on said plan "20' Wide Sewer Easement" and "Proposed 20' Wide Utility Easement" for the installation, use, maintenance and repair of underground utility lines and sewer lines, as set forth in Deed files with the Bristol North Registry District of the Land Court as Document No. 18885.

Together with a permanent right and easement to use a seventeen foot wide strip of land, the center line of which is marked on said plan, "Proposed 17' Wide Railroad Easement" for the installation, use, maintenance and repair of a railroad sidetrack.

Together with the benefit of the right and easement reserved in a deed to Charles C. Copeland, Inc., filed with the Bristol North Registry District of the Land Court as Document No. 12113.

Cert:14691 Bk:79 Pg:82

F.M.W.

EXHIBIT K

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale") made as of this 18th day of December, 2018, by [redacted], a Massachusetts limited liability company ("Grantor"), in favor of [redacted] a Delaware limited liability company ("Grantee").

RECITALS

WHEREAS, concurrently with the execution and delivery of this Bill of Sale, Grantor is conveying to Grantee that certain real property commonly known as and numbered 60 Maple Street, Mansfield, Massachusetts (the "Real Property"), together with the improvements located thereon (the "Improvements"); and

WHEREAS, Grantor desires to assign, transfer and convey to Grantee, and Grantee desires to obtain, the Assigned Assets (as hereafter defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Grantee all of Grantor's right, title and interest, if any, in and to the following (collectively, "Assigned Assets"):

(a) All of Grantor's right, title and interest in the personal property upon the Real Property or within the Improvements, including specifically, without limitation, heating, ventilation and air conditioning systems and equipment, appliances, furniture, carpeting, tools and supplies, and other items of personal property used in connection with the operation of the Real Property and the Improvements; and

(b) All of Grantor's right, title and interest in and to all warranties and guaranties (express or implied), licenses, permits, approvals and other intangible personal property in which Grantor holds any interest in connection with the Real Property or the Improvements.

By its execution of this Bill of Sale, Grantor represents and warrants that (i) it has good title to the Assigned Assets, (ii) no party has any right or option to acquire any portion of the Assigned Assets and (iii) the Assigned Assets are free of any liens or encumbrances. Grantor shall indemnify and hold harmless Grantee from and against all loss, cost and expense incurred by Grantee by reason of any untruth or inaccuracy in the foregoing representation and warranty. This conveyance is made without any warranty as to the condition of the Assigned Assets or their fitness for any purpose, or any other expressed or implied representation or warranty whatsoever except as expressly set forth herein. By accepting this Bill of Sale, Grantee acknowledges and agrees that this is an AS IS, WHERE IS transaction, and accepts the Assigned Assets in their present state and condition and with all apparent and latent faults and defects.

EXECUTED as a sealed instrument as of the date first set forth above.

GRANTOR:

[redacted]

Bill of sale

EXHIBIT L

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases made as of this 18th day of December, 2018, between [redacted] a Massachusetts limited liability company ("Assignor"), and [redacted], a Delaware limited liability company ("Assignee").

WHEREAS, Assignor holds the Lessor's interest under the Leases identified on Exhibit A (as amended, the "Leases") with the Lessees identified on Exhibit A (the "Lessees"), concerning the real property commonly known as and numbered 60 Maple Street, Mansfield, Massachusetts (the "Real Property"); and

WHEREAS, copies of the Leases have been supplied by Assignor to Assignee; and

WHEREAS, in connection with the sale of the Real Property to Assignee, Assignor has agreed to assign the Leases, and all of Assignor's right, title and interest therein, to Assignee; and

WHEREAS, Assignee has agreed to assume all obligations of the Lessor under the Leases from and after the date hereof.

NOW, THEREFORE, in consideration of good and valuable consideration paid, the adequacy and receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

Assignor represents and warrants to Assignee that (i) the copies of the Leases supplied to Assignee by Assignor are true, accurate and complete, (ii) the Leases remain in full force and effect and have not been modified or amended, (iii) to the best of Assignor's knowledge, except as previously reported to Assignee by Assignor, all material terms and conditions of the Leases have to date been fully complied with by both Assignor and the Lessees and (iv) no party other than Assignor holds – or has any right to acquire – the Lessor's interest under the Leases.

Effective on the date of this instrument (the "Closing Date"), Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Leases, including but not limited to the right to receive all future rental payments. In connection therewith, Assignor hereby transfers any security deposits and/or last month's rents, with all accrued interest, to Assignee or has provided to Assignee a credit in said amounts toward payment of the purchase price for the Real Property.

Assignor agrees to indemnify and hold harmless Assignee from and against any and all claims, issues, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, of any kind or nature whatsoever, which may be sustained or incurred by Assignee arising out of or based upon claims (x) resulting from any untruth or inaccuracy in Assignor's representations and warranties in the immediately preceding paragraph or (y) concerning the Leases and Lessees' tenancies thereunder prior to the Closing Date.

Assignee hereby assumes and agrees to pay, perform, fulfill and comply with all covenants and obligations to be paid, performed, fulfilled and complied with by the Lessor under the Leases from and after the Closing Date.

Assignee herein agrees to indemnify and hold harmless Assignor from and against any and all claims, issues, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, of any kind or nature whatsoever, which may be sustained or incurred by Assignor arising out of or based upon claims concerning the Leases and Lessees' tenancies thereunder from and after the Closing Date.

This instrument is intended to take effect as a sealed instrument.

ASSIGNOR:

[redacted]

ASSIGNEE:

[redacted]

Assignment of leases

EXHIBIT M

ASSIGNMENT AND ASSUMPTION
OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement is hereby entered into this 15th day of November, 2018 by and between [redacted], a Delaware limited liability company ("**Assignor**"), and [redacted] LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, reference is hereby made to that certain Purchase and Sale Agreement dated as of August 20, 2018, by and between Assignor as "Buyer" and [redacted] (the "**Seller**"), as Seller of the Property, as defined herein (the "**Purchase Agreement**"), with respect to the land known as 60 Maple Street, Mansfield, MA (the "Property"), as more particularly described in the Purchase Agreement; and

WHEREAS, Assignor now desires to assign all of its rights, title to and interest in the Purchase Agreement, as it relates solely to the Property, to Assignee; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title to and interests in the Purchase Agreement.

2. Assignee hereby accepts said assignment and assumes all of Assignor's obligations and liabilities under the Purchase Agreement with respect to the acquisition of the Property.

[PAGE ENDS HERE; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Purchase and Sale Agreement to be executed as of the date first set forth above.

ASSIGNOR

[redacted]

ASSIGNEE

[redacted]

BRINGDOWN CERTIFICATE

This Bringdown Certificate (this "Certificate") is delivered pursuant to and subject to Section 18 of the Purchase and Sale Agreement (as same may be amended, the "Agreement"), dated as of August 20, 2018, by and among [redacted] ("Seller") and [redacted] a Delaware limited liability company ("Original Purchaser"). The undersigned ("Purchaser"), successor in interest to Original Purchaser, hereby certifies to Seller that the representations and warranties of Original Purchaser set forth in Section 18 (B) of the Agreement are true and correct in all material respects on and as of the date hereof, with the same force and effect as if made as of such date.

Purchaser hereby restates the representations and warranties of Original Purchaser contained in Section 18 (B) of the Agreement as of the Closing Date, as if they relate both to Original Purchaser and to Purchaser, and agrees that Purchaser shall be bound by this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ___ day of December, 2018.

[redacted]

EXHIBIT O-1

ABC PROPERTY OWNER LLC

MEMBER'S CERTIFICATE

_____, 2019

The undersigned, John Smith, a Manager of ABC MM LLC ("MM"), a Delaware limited liability company, does hereby certify that:

1. MM is the managing member of ABC Holdings LLC, a Delaware limited liability company (the "Member");

2. The Member is the sole member of ABC Property Owner LLC, a Delaware limited liability company (the "Company");

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Formation of the Company, as filed with the Delaware Secretary of State on _____, and such Certificate of Formation has not been modified or amended, and is in full force and effect;

3. Attached hereto as Exhibit B is a true and correct copy of the Operating Agreement of the Company dated as of _____ 2018, (the "Agreement"), which has not been modified or amended, revoked or rescinded and is still in full force and effect;

4. Attached hereto as Exhibit C is a Certificate of Good Standing of the Company issued by the Delaware Secretary of State on _____; a Certificate of Good Standing of the Company issued by the Secretary of State of the Commonwealth of Massachusetts on _____; and

5. Attached hereto as Exhibit D is a is a true, correct and complete copy of the resolutions adopted by written consent of the Members of the Company with respect to the transactions described therein; and such resolutions have not modified or amended, and are in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Member's Certificate as of the date first set forth above.

ABC MM LLC

_____

[Signature Page to Property Owner LLC- Member's Certificate]

EXHIBIT A

Certificate of Formation

EXHIBIT B

Limited Liability Company Agreement

EXHIBIT C

Delaware & Massachusetts Certificates of Good Standing

EXHIBIT D

Consent of Members

EXHIBIT O-2

ABC HOLDINGS LLC

MEMBER'S CERTIFICATE

_____, 2019

The undersigned, John Smith, does hereby certify that:

1. He/She is a manager of ABC-I LLC, a Delaware limited liability company ("ABC-I");

2. ABC-I is a member of ABC MM LLC is the managing member of ABC Holdings LLC, a Delaware limited liability company (the "**Company**");

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Formation of the Company, as filed with the Delaware Secretary of State on _____, as amended to date, and such Certificate of Formation has not been further modified or amended, and is in full force and effect;

4. Attached hereto as Exhibit B is a true and correct copy of the Limited Liability Company Agreement of the Company, dated as of _____ (the "**Agreement**"), which has not been revoked, modified, amended or rescinded and is still in full force and effect;

5. Attached hereto as Exhibit C is a Certificate of Good Standing of the Company issued by the Delaware Secretary of State on _____; and

6. Attached hereto as Exhibit D is a true and correct copy of the resolutions adopted by written consent of the Member with respect to the transactions described therein; and such resolutions have not been modified or amended, and are in full force and effect.

.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Managing Member's Certificate as of the date first set forth above.

ABC MM LLC

By: ABC-I LLC, a member

By:_____

, Manager

EXHIBIT A

Certificate of Formation

EXHIBIT B

Limited Liability Company Agreement

EXHIBIT C

Delaware
Certificate of Good Standing

EXHIBIT D

Consent of Members

EXHIBIT O-3

ABC PROPERTY OWNER LLC

Written Consent _____, 2019
of Member

The undersigned, being the sole member (the "Member") of ABC Property Owner LLC, a Delaware limited liability company (the "Company") hereby approves the following resolutions by executing this Consent:

RESOLVED: That the Company be and hereby is, authorized and directed to acquire those certain parcels of land and improvements thereon known as _____, located at _____ (the "Property") from _____ a _____ limited liability company ("Seller"), pursuant to the terms of that certain Purchase and Sale Agreement dated as of _____, as amended, between Seller and _____ LLC as buyer (as assigned to the Company); and it is further

RESOLVED: That the Company be and hereby is, authorized and directed to enter into any and all documents, instruments and agreements deemed necessary and/or appropriate in connection with the acquisition of the Property, including, without limitation, a settlement statement, an assignment and assumption agreement relating to leases, an assignment and assumption agreement relating to contracts, and certain affidavits, certificates and other required or customary instruments (collectively, the "Purchase Documents"); that such Purchase Documents be in the form approved by the Member; and it is further

RESOLVED: That the Company be and hereby is, authorized and directed to enter into a Property Management Agreement with _____, LLC, a _____ limited liability company ("Property Manager"), whereby Property Manager will manage the Property (the "Property Management Agreement"); that such Property Management Agreement be in the form approved by the Member; and it is further

RESOLVED: That the Company be and hereby is, authorized and directed to enter into a loan arrangement providing for a loan up to an amount of $_____ (the "Loan") from _____ (the "Lender"), which Loan shall be secured by, inter alia, a first mortgage lien on the Property; and it is further

RESOLVED: That the Company be and hereby is, authorized and directed to enter into any and all documents, instruments and agreements deemed necessary and appropriate in connection with the Loan, including, without limitation, a Promissory Note, a Loan and Security Agreement, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, an Assignment of Management

Agreement, an Environmental Indemnity Agreement, and any and all such other documents necessary to effect an interest rate cap, swap or other hedging transaction, UCC financing statements and such other agreements, assignments, certifications, affidavits and instruments as are required by Lender (collectively, the "Loan Documents"); and that such Loan Documents be in the form approved by the Member; and it is further

RESOLVED: That any and all other actions taken prior to the date hereof by or on behalf of the Company in connection with the foregoing resolutions and/or the transactions contemplated thereby are hereby approved, ratified and confirmed in all respects.

[PAGE ENDS HERE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Consent of the Sole Member of ABC Property Owner LLC as of the date set forth above.

MEMBER:

ABC Holdings LLC,
a Delaware limited liability company

By: ABC MM LLC,
a Delaware limited liability company,
its Managing Member

By:_____
Name: John Smith
Title: Manager

By: ABC Investor LLC,
a Delaware limited liability company,
its Member

By:_____
Name:
Title:

EXHIBIT O-4

ABC MM LLC

MANAGER'S CERTIFICATE

_____ , 2019

The undersigned, John Smith, does hereby certify that:

1. He is a manager of ABC MM LLC, a Delaware limited liability company (the "**Company**");

2. Attached hereto as Exhibit A is a true, correct and complete copy of the Certificate of Formation of the Company, as filed with the Delaware Secretary of State on _____, and such Certificate of Formation has not been modified or amended, and is in full force and effect;

3. Attached hereto as Exhibit B is a true and correct copy of the Limited Liability Company Agreement of the Company, dated as of _____ (the "**Agreement**"), which has not been revoked, modified, amended or rescinded and is still in full force and effect;

4. Attached hereto as Exhibit C is a Certificate of Good Standing of the Company issued by the Delaware Secretary of State on _____; and

5. As of the date hereof, the undersigned are the duly elected and qualified Managers and officers of the Company holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
John Smith	Manager & President	_____
Robert Smith	Manager & Vice President	_____

6. Attached hereto as Exhibit D is a true and correct copy of the resolutions adopted by written consent of the Members and Managers of the Company with respect to the transactions described therein; and such resolutions have not been modified or amended, and are in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Manager's Certificate as of the date first set forth above.

_____

EXHIBIT A

Certificate of Formation

EXHIBIT B

Limited Liability Company Agreement

EXHIBIT C

Delaware
Certificate of Good Standing

EXHIBIT D

Written Consent of Members and Managers

129600-0007

CLOSING AGENDA

$10,900,000 Mortgage Loan
from
BERKSHIRE BANK
to
[BORROWER]

PARTIES TO THE TRANSACTION AND COUNSEL

Borrower	**Borrower's Counsel**
BORROWER NAME ADDRESS	**SAUL EWING ARNSTEIN & LEHR, LLP** 131 Dartmouth Street, Suite 501 Boston, Massachusetts 02116
Guarantors	**_____, Esquire** Telephone: (617) 723-3300 Email: James.Shulman@saul.com
NAME, individually **NAME**, individually	**Brenda Bickham, paralegal** Telephone: (617) Email:
Lender	**Lender's Counsel**
BERKSHIRE BANK 60 State Street, 38th Floor Boston, Massachusetts 02109 **Clarke Cronin, Senior Vice President** Telephone: (617) 807-8191 Email: ccronin@berkshirebank.com	**MCCARTER & ENGLISH LLP** 265 Franklin Street Boston, Massachusetts 02110 **Burton Winnick, Esquire** Telephone: (617) 449-6515 Email: bwinnick@mccarter.com **Dustyn M. Mascia, Esquire** Telephone: (617) 449-6507 Email: dmascia@mccarter.com
Real Property Securing the Loan (the "Property")	
60 Maple Street, Mansfield, Massachusetts	
Title Insurer	**Closing Date**
Stewart Guaranty Title Insurance Company	December 16, 2018

(R) = Denotes a Document to be Recorded or Filed

Item No.	Item	Responsible Party	Status
A.	**FINANCING AND SECURITY DOCUMENTS**		
1.	Term Sheet	LC	Received
2.	Loan Agreement	LC	Drafted
3.	Promissory Note	LC	Drafted
4. (R)	Mortgage and Security Agreement	LC	Drafted
5. (R)	Assignment of Leases and Rents	LC	Drafted
6. (R)	Collateral Assignment of Contracts, Licenses and Permits	LC	Drafted
7.	Hazardous Materials Indemnity Agreement by Borrower and Guarantors	LC	Drafted
8.	UCC-1 Financing Statement	LC	
9.	Nonrecourse Carve-Out Guaranty by each of Guarantor	LC	Drafted
10.	Borrower's Certificate re: Litigation	LC	
11.	Borrower's and Guarantors' Certificate re: No Adverse Change	LC	
12.	Loan Accounting and Disbursement Authorization	LC	
13.	ISDA/Swap Documents: (a) ISDA Master Agreement; (b) ISDA Schedule; (c) Borrower Incumbency Certificate; (d) ECP Verification Form; (e) Statement of Risks; and (f) LEI Notice.	L; Derivatives Desk	Drafts Received
B.	**AUTHORITY AND ORGANIZATIONAL DOCUMENTS**		
	{ABC PROPERTY OWNER LLC, a Delaware limited liability company		
14.	Organizational Chart	BC	Received

Item No.	Item	Responsible Party	Status
15.	Certificate of Formation certified by the State of Delaware including any amendments	BC	Received
16.	A Limited Liability Company Agreement and any amendments	BC	Draft Received
17.	Certificate of Good Standing issued by the Secretary of the State of Delaware	BC	Received
18.	Foreign Certificate of Good Standing issued by the Secretary of the Commonwealth of Massachusetts	BC	
19.	Managers' Certificate and Consent attaching Items 15-18	BC	Draft Received
20.	W-9	BC	Received
	ABC HOLDINGS LLC, a Delaware limited liability company, Manager of Borrower		
21.	Certificate of Formation certified by the State of Delaware including any amendments	BC	Received
22.	A Limited Liability Company Agreement and any amendments	BC	Received
23.	Certificate of Good Standing issued by the Secretary of the State of Delaware	BC	
24.	President's Certificate and Consent attaching Items 21-24	BC	Draft Received
25.	W-9	BC	Received
	ABC MM LLC, a Delaware limited liability company, Managing Member of Manager		
26.	Certificate of Formation certified by the State of Delaware including any amendments	BC	Received
27.	A Limited Liability Company Agreement and any amendments	BC	Received
28.	Certificate of Good Standing issued by the Secretary of the State of Delaware	BC	
29.	Manager's Certificate and Consent attaching Items 21-24	BC	Draft Received
30.	W-9	BC	Received
	ABC Investor LLC, a Delaware limited liability company, Investor Member of Manager		

Item No.	Item	Responsible Party	Status
31.	Certificate of Formation certified by the State of Delaware including any amendments	BC	Received
32.	A Limited Liability Company Agreement and any amendments	BC	Received
33.	Certificate of Good Standing issued by the Secretary of the State of Delaware	BC	
34.	Manager's Certificate and Consent attaching Items 21-24	BC	Draft Received
35.	W-9	BC	Received
C.	**TITLE, ZONING AND INSURANCE DUE DILIGENCE**		
36.	ALTA Mortgagee's Pro Forma Title Insurance Policy, with final policy to follow within one business day of closing, with those endorsements as listed on Exhibit A	BC	Commitment Received; Awaiting Pro Forma
37.	Copies of all title exception documents which appear on Schedule B Part I of the Specimen Title Insurance Policy	BC	
38.	ALTA Survey	BC	Received; Under Review
39.	Zoning Report	BC	
40.	Owner's/Title Insurance Affidavit as to parties in possession and mechanics' liens	BC	
41. (R)	Certificate of Municipal Liens	BC	
42.	Appraisal	L	Received by Lender
43.	Environmental Site Assessment	B	
44.	Reliance Letter relative to Environmental Site Assessment, if applicable	B	
D.	**LEASING AND MANAGEMENT DOCUMENTS FOR ALL PROPERTIES**		
45.	Copies of all Leases	BC	
46.	Certified Rent Rolls for each Property	BC	

Item No.	Item	Responsible Party	Status
47. (R)	Subordination Non-Disturbance and Attornment Agreements from, at least, the following tenants: [TBD upon review of Rent Roll]	BC	
48.	Tenant Estoppel Certificates for each Tenant	BC	
49.	Management Agreement(s)	BC	Drafts Received
50.	Assignment and Subordination of Management Agreement(s)	LC as to Form	Drafted
E.	**ACQUISITION DOCUMENTS**		
51.	Purchase and Sale Agreement and any amendments	BC	
52.	Assignment of Purchase and Sale Agreement from {party who signed the PSA} to applicable property owner Borrowers	BC	
53.	Bill of Sales	BC	
54. (R)	Copy of Quitclaim Deeds (R)	BC	
55.	Assignment and Assumption Agreement	BC	
56.	Notice to Tenants	BC	
57.	FIRPTA Certificate	BC	
58.	1099-S Certificate/Form	LC as to Form	
59.	Seller's Authority Documents	BC	
60.	Seller's Closing Certificate	BC	
61.	Seller Good Standing Certificate	BC	
62.	Payoff Letters for existing debt	BC	
63.	Discharge(s) for _____	BC	
64.	Settlement Statement	BC	
F.	**1031 EXCHANGE DOCUMENTS**		

Item No.	Item	Responsible Party	Status
65.	Qualified Exchange Agreement	BC	
G.	**OPINION LETTERS**	BC	
66.	Borrower's Counsel Opinion as to: (a) formation, organization and good standing of Borrower and Guarantor; (b) due execution, delivery and authorization of loan documents by the Borrower and Guarantor; (c) no conflict of the loan documents with any law, regulation or ordinance; (d) no conflict of the loan documents with Borrower organization documents or any other agreement of Borrower; (e) no litigation pending or threatened against Borrower, Guarantor or the collateral; (f) creation, validity and perfection of Lender's security interest in pledged personal property collateral from Borrower; and (g) validity, effect and enforceability of loan documents against Borrower and Guarantor	BC	Draft Received
67.	Zoning/Permitting Opinion **Lender will waive Zoning Opinion requirement in the event a satisfactory Zoning Endorsement (ALTA 3.1) is issued with Lender's Title Policy	BC	N/A
H.	**INSURANCE**		
68.	Evidence of (i) "All Risk All Peril" coverage naming Lender as "Mortgagee" and "Loss Payee" with replacement cost coverage; and (ii) liability (ACORD 25-S) (naming Lender as an "additional insured" <u>by endorsement</u>) and property (ACORD 27) insurance, including business interruption/rental loss (ALS), worker's compensation, ordinance or law coverage, and earthquake	BC	
69.	Executed FEMA Flood Certifications (3)	L	
I.	**MISCELLANEOUS**		
70.	Certification of Beneficial Owner	L as to Form; BC as to Execution	
71.	Establish Operating Account with Lender	B	

Item No.	Item	Responsible Party	Status
72.	W-9s for each Guarantor	G	
73.	Federal and state tax lien, litigation and bankruptcy, and UCC searches for Borrower, Manager and each of the Guarantors	BC	
74.	Copies of driver's license of all signatories, including Borrower's signatory and Guarantors	BC	Received
75.	Escrow Closing Letter	LC	
76.	Financial Statements received during Borrower's Due Diligence	BC	

EXHIBIT A

Endorsements to Title Policy

Lender's Policy shall include the following endorsements, **as applicable**):

1. No "standard" exceptions
2. Zoning
3. Variable Rate Mortgage
4. Commercial Environmental Protection Lien
5. Restrictions, Encroachments, Minerals – Loan Policy
6. Covenants, Conditions and Restrictions – Loan Policy
7. Private Rights – Loan Policy
8. Future Advance – Priority
9. Interest Rate Swap
10. Access and Entry OR Indirect Access or Entry
11. Utility Access
12. Contiguity – Single or Multiple Parcels
13. First Loss – Multiple Parcels
14. Tax Parcel – Multiple or Single
15. Location
16. Doing Business
17. Same as Survey
18. Subdivision/Condominium, as applicable
19. Usury
20. Easement – Damage or Enforced Removal
21. Encroachments – Boundaries and Easements
22. Policy Authentication
23. Arbitration

BICKHAM, CIANO & HOGAN LLP
123 Main Street
Boston, MA 02210

December 17, 2018

VIA FEDEX

John Doe, Esq.
Lenders R'Us LLP
123 Main Street
Denver, CO 80202

Re: Mortgage Loan from ABC Property Owner LLC ("Borrower"), guaranteed by ABC Guarantor LC ("Guarantor") to Big Bank Lender, N.A.

Dear John,

Enclosed please find Borrower and Guarantor original counterpart signature pages to the following documents.

1. Promissory Note (1)
2. Loan Agreement (1)
3. Recourse Carve-Out Guaranty Agreement (1)
4. Mortgage (2)
5. Assignment of Leases and Rents (2)
6. Environmental Indemnity (1)
7. Assignment and Subordination of Management Agreement (1)
8. Subordination, Non-Disturbance and Attornment Agreement (2)

Each of the above should be held **in escrow** pending closing and are not deemed released.

Sincerely,

Shannon L. Hogan
Senior Paralegal

SH
Enclosures

BICKHAM, CIANO & HOGAN LLP
123 Main Street
Boston, MA 02210

December 17, 2018

VIA E-MAIL AND HAND DELIVERY

Annette Comer
Stewart Title Guaranty Company
One Washington Mall, 14th Floor
Boston, MA 02108
acomer@stewart.com

Re: STG No. 1234567890 / Acquisition of 60 Maple Street, Mansfield, MA (the "Property")

Dear Ms. Comer,

This letter of instructions (this "**Letter**") is furnished to Stewart Title Guaranty Company ("**you**" or "**Escrow Agent**") in connection with (i) the anticipated acquisition (the "**Acquisition**") of the Property by ABC Property Owner, LLC, a Delaware limited liability company (the "**Buyer**") from 60 Maple Street Seller LLC, a Delaware limited liability company (the "**Seller**"), pursuant to that certain Purchase and Sale Agreement, dated as of August 20, 2018, by and between Seller and Buyer, as may be amended and assigned (the "**Purchase Agreement**") and (ii) that certain mortgage loan financing (the "**Loan**") from Big Bank Lender, N.A. ("**Lender**") to Buyer. The closing of the foregoing Acquisition and Loan is scheduled to occur on December 18, 2018 (the "**Closing Date**"). This firm represents Buyer.

1. Deposit of Funds. On or prior to the Closing Date, you will receive (i) the total amount due from or on behalf of Buyer ("**Buyer Funds**") as set forth on the closing statement to be furnished to you on or prior to the Closing Date (the "**Closing Statement**"), and (ii) the total amount due from Lender ("**Lender Funds**") as set forth on the Closing Statement. Buyer Funds together with the Deposit (as defined in the Purchase Agreement) and Lender Funds (collectively, the "**Funds**") are to be held in escrow by you in strict accordance with the instructions set forth herein.

2. Deposit of Documents. On or before 4 P.M. Eastern time on the Closing Date, Buyer, Seller, and Lender will deliver all documents required to be delivered by Buyer, Seller, and Lender, as applicable, to Escrow Agent in connection with the Acquisition and the Loan (the "**Buyer Documents**", "**Seller Documents**", and "**Lender Documents**" and collectively herein, the "**Documents**"). The Documents are listed on Exhibit A attached hereto.

3. Conditions to Close of Escrow. The Funds shall not be disbursed and the Documents shall not be delivered or filed until each of the following conditions is satisfied:

    A. You have received all of the Funds;

    B. You have received all the Documents, assembled counterpart signature pages as necessary, and confirmed that all Documents are fully and completely executed and/or

acknowledged, as applicable, and in recordable form, as applicable, and contain completed exhibits, as applicable;

C. You have received the Closing Statement executed by all parties thereto;

D. You are irrevocably committed to issue to Buyer its original owner's policy of title insurance (the "**Owner's Policy**") for the Property in the form of the Pro Forma Policy attached hereto at Exhibit C; and

E. You have received written or electronic (in the form of facsimile or email) confirmation from the undersigned or another representative at Bickham, Ciano & Hogan LLP that s/he is satisfied with all conditions to closing outside the terms of this Letter.

4. Close of Escrow. If each and every one of the conditions specified in Section 3 above are satisfied on or before 4 P.M. Eastern time on the Closing Date, you shall promptly take the following actions strictly in the order set forth below:

A. Assemble fully executed counterparts of the originally executed Documents and date the Documents as of the Closing Date, as necessary;

B. Disburse the Funds in accordance with the Closing Statement;

C. Record the following documents (all hereinafter defined) with the Bristol County Registry of Deeds.

i. MLC
ii. Deed
iii. Mortgage
iv. ALR
v. UCC

D. Issue the Owner's Policy.

5. Delivery of Documents.

A. You shall deliver to the undersigned, within five (5) business days following the Closing Date, a dated, time stamped copy of each of the documents set forth in Section 4.C, together with recording information;

B. Within ten (10) business days following the Closing Date, you shall deliver the Owner's Policy to the undersigned; and

C. Within ten (10) business days following the Closing Date, you shall deliver the Documents to the undersigned, and retain the Documents for your files, all in accordance with Exhibit B.

6. Cancellation of Instructions. Notwithstanding anything to the contrary herein, if the conditions specified in Section 3 hereof are not satisfied on or before 4 P.M. Eastern time on the Closing Date, you shall immediately contact the undersigned. In such event, upon written instructions from the undersigned to cancel these escrow instructions, the instructions set forth in Sections 1 through 5, inclusive, above shall be deemed canceled. Concurrently therewith, you shall hold each of the Buyer Funds pending further instructions from the undersigned, or from any other representative noted above in Section 3.E. Buyer hereby reserves the right to withdraw the Buyer Funds, or any of the Documents, deposited into escrow by or on behalf of Buyer at any time before the Closing Date and/or if the Acquisition does not close on or before the Closing Date.

7. Owner's Policy. By countersigning this Letter below, Escrow Agent acknowledges and agrees that, as of the date and time that Escrow Agent disburses the Funds under Paragraph 4 hereof, it is unconditionally and irrevocably committed to issue the Owner's Policy, and upon recording of the Deed, the Pro Forma Policy attached hereto as Exhibit C shall be deemed to have been issued and shall be fully effective and enforceable against Escrow Agent simultaneously therewith.

8. Execution by Counterparts. This Letter may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same Letter.

9. Limitation of Liability. You are acting solely as an escrow agent in accordance with the terms of this Letter which constitutes an escrow agreement, and you should be liable solely for your failure to comply with this Letter, constituting an escrow agreement.

10. Miscellaneous. These instructions may only be amended in writing signed by each of the signatories to this Letter or by any representative noted above in Section 3.E on behalf of Bickham, Ciano & Hogan LLP.

[Signatures to follow]

Please acknowledge your receipt of this letter and your agreement to comply strictly with the foregoing instructions by returning a copy of this letter duly endorsed by you in the space provided below. Notwithstanding the foregoing, the recordation of the Deed or the release of any of the Funds shall be conclusive evidence of your agreement to act in strict accordance with these instructions.

Very truly yours,

BICKHAM, CIANO & HOGAN LLP

By: _____
Shannon L. Hogan, Senior Paralegal

Accepted and agreed to:

STEWART TITLE GUARANTY COMPANY

By:_____
Name:
Title:

cc: ABC Property Owner LLC
cc: Brenda Bickham
cc: Giselle Ciano

EXHIBIT A

Documents

Seller Documents

1. One (1) original Quitclaim Deed, executed and acknowledged by Seller **("Deed")**
2. Two (2) original Assignment and Assumption of Leases, executed by Seller
3. Two (2) original Assignment and Assumption of Contracts, executed by Seller
4. Two (2) original Assignment of Warranties, Guarantees, Governmental Approvals and Intangibles, executed by Seller
5. Two (2) original Bill of Sale, executed by Seller
6. One (1) original Seller Certificate Updating Representation and Warranties
7. Two (2) original Non-Foreign Certification, executed by Seller
8. One (1) original Tenant Notice Letter, executed by Seller
9. One (1) original Title Affidavit, executed by Seller

Buyer Documents

1. One (1) original Buyer counterpart signature page to the Assignment
2. Two (2) original Buyer counterpart signature pages to Assignment and Assumption of Leases
3. Two (2) original Buyer counterpart signature pages to Assignment and Assumption of Contracts
4. Two (2) original Buyer counterpart signature pages to Assignment of Warranties, Guarantees Governmental Approvals and Intangibles
5. One (1) original Buyer Certification Updating Representation and Warranties
6. One (1) original Buyer counterpart signature pages to Tenant Notice Letter
7. One (1) original Buyer counterpart signature page to Buyer Closing Statement
8. One (1) original Municipal Lien Certificate ("**MLC**")

Lender Documents

1. One (1) original Leasehold Mortgage, Security Agreement, and Assignment, executed and acknowledged by Buyer ("**Mortgage**")
2. One (1) original Collateral Assignment of Leases and Rents executed and acknowledged by Buyer ("**ALR**")
3. One (1) original UCC-1 Financing Statement, naming Buyer as Debtor and Lender as Secured Party ("**UCC**")

EXHIBIT B

A. The following Documents are to be delivered to Shannon L. Hogan in accordance with Section 5(C):

1. One (1) fully executed original of:

    i. Quitclaim Deed
    ii. Assignment and Assumption of Leases
    iii. Assignment and Assumption of Contracts
    iv. Assignment of Warranties, Guarantees, Governmental Approvals and Intangibles
    v. Bill of Sale
    vi. Seller Certificate Updating Representation and Warranties
    vii. Non-Foreign Certificate

B. The following Documents are to be retained by Escrow Agent in accordance with Section 5(C):

1. One (1) copy Non-Foreign Certificate
2. One (1) original Title Affidavit

EXHIBIT C

Owner's Proforma

(to be attached)

EXHIBIT S - SETTLEMENT STATEMENT

STEWART TITLE GUARANTY COMPANY
Real partners. Real possibilities.
Commercial Services Division - Boston, MA
Escrow No. 18000071309

PROPERTY:	60 Maple Street Mansfield, MA
QUALIFIED INTERMEDIARY:	[redacted] 1031 Exchange Services LLC
SELLER:	[redacted] LLC
BUYER:	[redacted] LLC
CLOSING DATE:	Tuesday, December 18, 2018

	BUYER FIGURES	SELLER FIGURES
PURCHASE PRICE	$ [redacted]	$ [redacted]
DEPOSIT	(750,000.00)	
MORTGAGE PAYOFF to [redacted] Bank		(4,516,552.27)
MORTGAGE PAYOFF 2		
NEW LOAN	(10,300,000.00)	
Good Faith Deposit	(20,000.00)	
Appraisal	4,820.40	
Commitment Fee	54,500.00	
Environmental Fee	386.25	
EDR Review	195.00	
Intsurance Tracking	145.00	
Escrow Monitoring	1,375.00	
	-	
TITLE/INSURANCE CHARGES		
Premium - Stewart Title OP	11,800.00	-
Endorsements	-	-
Simultaneous Issue Policy	275.00	
Search/exam/misc. costs	1,150.00	
Municipal Lien Certificate	-	
Fedex/Messenger Fees Etc	75.00	(75.00)
Escrow and Wire Fees	750.00	(750.00)
-		
RECORDING COSTS	-	-
TRANSFER TAXES	-	(67,260.00)
PRORATIONS		
Sellers Credits		
RE Taxes	$5,669.61	$5,669.61
	-	-
	-	-
Buyer's Credits		
	-	-
Rent $58,187.16 POC		-
Securtiy Deposit $118,469.09 POC		-
		-
		-
		-
SELLER DISBURSEMENTS		
CSC		(204.00)
CBRE, Inc.		(258,125.00)
		-
BUYERS DISBURSEMENTS		
Bock and Clark Corporation	8,200.00	
EBI Consulting	14,478.75	
Precision Corporate Services, Inc.	2,632.00	
Acquistion Fee	258,125.00	
Saul Ewing Legal Fee	[redacted]	
Goedecke	109,000.00	
Operating Reserve	50,000.00	
Mark Murphy Law Offices, LLC	[redacted]	
McCarter & English	[redacted]	
TOTAL DUE FROM BUYER	$ 4,285,682.01	
PROCEEDS TO [redacted]		$ 9,912,703.34

STEWART TITLE GUARANTY COMPANY

Real partners. Real possibilities.

Commercial Services Division - Boston, MA

Escrow No. 18000071309

PROPERTY:	60 Maple Street Mansfield, MA
QUALIFIED INTERMEDIARY:	[redacted] 1031 Exchange Services LLC
SELLER:	[redacted] LLC
BUYER:	[redacted] LLC
CLOSING DATE:	Tuesday, December 18, 2018

DISBURSEMENT SHEET

FUNDS RECEIVED IN ESCROW			
Deposit	$ 750,000.00		
Interest poc	-		
Buyers funds	[redacted]		
Lenders funds			
TOTAL		$	15,294,260.36
FUNDS DISBURSED			
MORTGAGE PAYOFF to [redacted] Bank	$ 4,516,552.27		
MORTGAGE PAYOFF 2			
RECORDING COSTS	-		
TRANSFER TAXES	67,260.00		
TITLE/INSURANCE CHARGES			
Premium - Stewart Title OP	11,800.00		
Endorsements	-		
Simultaneous Issue Policy	275.00		
Search/exam/misc. costs	1,150.00		
Municipal Lien Certificate	-		
Fedex/Messenger Fees Etc	150.00		
Escrow and Wire Fees	1,500.00		
SELLER DISBURSEMENTS			
CSC	204.00		
CBRE, Inc.	258,125.00		
	-		
	-		
BUYERS DISBURSEMENTS			
Bock and Clark Corporation	8,200.00		
EBI Consulting	14,478.75		
Precision Corporate Services, Inc.	2,632.00		
Acquistion Fee	258,125.00		
Saul Ewing Legal Fee	[redacted]		
Goedecke	109,000.00		
Operating Reserve	50,000.00		
Mark Murphy Law Offices, LLC	[redacted]		
McCarter & English			
	-		
PROCEEDS TO [redacted]	9,912,703.34		
TOTAL DISBURSEMENTS			15,294,260.36
BALANCE		$	-

PRORATIONS

Sellers Credits	Begin Date	End Date	Amount	Sale Date	# of Days to Prorate	Proration period	Buyers Proration Amount	Sellers Proration Amount
RE Taxes	10/1/2018	12/31/2018	$37,257.41	12/18/2018	92	14	$5,669.61	$31,587.80
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
			$37,257.41				**$5,669.61**	**$31,587.80**

Buyers Credits	Begin Date	End Date	Amount	Sale Date	# of Days to Prorate	Buyers Proration period	Buyers Proration Amount	Sellers Proration Amount
Rent $58,187.16 POC Securtiy Deposit $118,469.09 POC	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
	12/1/2018	12/31/2018	$0.00	12/18/2018	31	14	$0.00	$0.00
			$0.00				**$0.00**	**$0.00**

STEWART TITLE GUARANTY COMPANY

Real partners. Real possibilities.

Commercial Services Division - Boston, MA

Escrow No. 18000071309

PROPERTY:	60 Maple Street Mansfield, MA
QUALIFIED INTERMEDIARY:	[redacted]031 Exchange Services LLC
SELLER:	[redacted]
BUYER:	
CLOSING DATE:	Tuesday, December 18, 2018

Buyer and Sellers understand that Stewart Title Guaranty Company assembled the information shown on this Disbursement Closing Statement from the best information available from the parties, and therefore, cannot guarantee the accuracy thereof. Buyer and Sellers hereby approve the expenditures and disbursements shown in this Closing Statement and authorize Stewart Title Guaranty Company to make said expenditures and disbursements.

BUYER:

[redacted]

SELLER:

[redacted]

QUALIFIED INTERMEDIARY:

[redacted]

ADDENDUM TO SETTLEMENT STATEMENT

Escrow Agent has deposited the earnest money that it has received in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts are non interest-bearing pursuant to federal law, but offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.