

Hingham Housing Authority

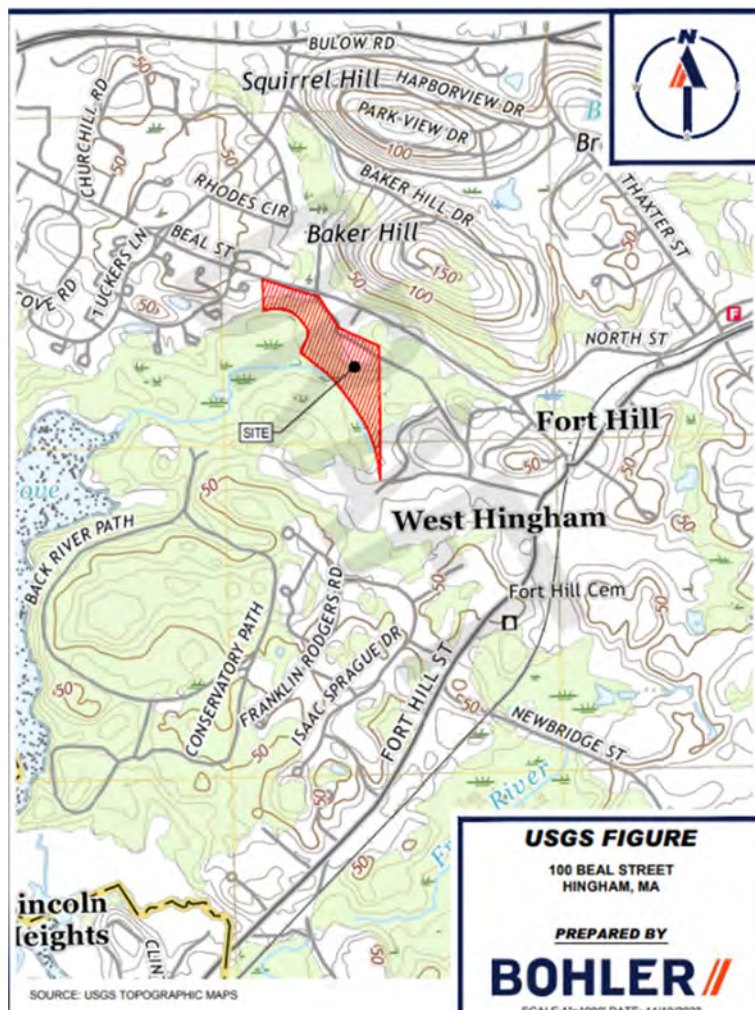
30 Thaxter Street

Hingham, MA 02043

Request for Proposals

To select a developer to design, construct, operate and manage an affordable rental project for seniors with approximately 60 units, on 8.6 acres of land at 100 Beal Street, Hingham, MA.

April 16, 2025



Important Dates

Pre-Proposal Meeting/Site Tour:
May 1, 2025 at 1 p.m.

Proposal Submission Deadline:
June 11, 2025 at 4:00 p.m.

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I. Invitation to Bid

The Hingham Housing Authority (“Authority”), through its Chief Procurement Officer is seeking proposals from qualified developers for the development of approximately 60 units of affordable senior rental housing at a range of incomes, on approximately 8.6 acres of land owned by the Housing Authority in Hingham, MA. The parcel is addressed on land at 100 Beal Street, and further identified as “School Tract II” on pages 3 and 4 of a plan titled “Plan of Land: Beal, West, & Fort Streets, prepared for the Town of Hingham July 1972,” recorded in the Plymouth County Registry of Deeds Plan Book 17, Page 508.

The Housing Authority acquired the land in 1989. The Housing Authority voted at their Board of Directors Meeting on September 10, 2024 to make the land available for affordable housing.

The Hingham Housing Authority intends to enter into a Land Disposition and Development Agreement (LDDA) with the selected developer and lease the property to the developer, with affordability restrictions. The developer will be responsible for the design, construction, development, and operation of the rental units at the property.

The purpose of this Request for Proposals (“RFP”) is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal, from a responsive and responsible proposer, considering all evaluation criteria set forth in the RFP, will be selected.

II. Proposal Submission and Selection Process

The Hingham Housing Authority has determined that the value of the property exceeds \$35,000 and thus the award of this contract is subject to Uniform Procurement Act. M.G.L c. 30B. Therefore, the provisions of M.G.L c. 30B are incorporated herein by reference.

Applicants shall submit on or before **June 11, 2025, at 4:00 p.m.**, a clearly marked original proposal plus 5 (5) copies, including an electronic copy on USB flash drive, to:

***Hingham Housing Authority
Attn: James Marathas, Executive Director
30 Thaxter Street
Hingham, MA 02043***

Faxed or electronically mailed proposals will be deemed non-responsive and will not be accepted.

Proposals submitted after this time will not be accepted. In order to be considered a complete submission, proposals should be marked **“100 Beal Street Housing Proposal”** and must include all

required documents as described in Section IV of this RFP, completed and signed by a duly authorized signatory, including the following:

1. Cover page labeled “100 Beal Street Housing Proposal” to Hingham Housing Authority for the development of affordable rental housing, specifying: (1) the development entity, (2) primary contact person, and (3) all contact information.
2. One clearly marked original in a three-ring binder and five (5) copies of the proposal with required attachments.
3. An electronic version of the complete proposal submission on a USB flash drive.

The Hingham Housing Authority reserves the right to reject any or all proposals, to cancel this Request for Proposals, and/or to release this RFP again in the future if it is in the best interest of the Hingham Housing Authority.

Inquiries on RFP

All inquiries should be made via e-mail and directed to: James Marathas, Executive Director, jmarathas@quincyha.com no later than **June 2, 2025**. Inquiries should have a subject line entitled: *100 Beal Street Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers.

Proposers’ Responsibility for due diligence

Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

Additional Notes

Proposals will be opened publicly at **10 a.m. on June 12, 2025**. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal. Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria, then it will be reviewed according to the criteria set forth in **Attachment A**, titled ‘Comparative Evaluation Criteria’.

The Authority makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations. The Proposer assumes all risk in connection with the use of the information and releases the Authority from any liability in connection with the use of the information provided by the Authority. Further, the Authority makes no representation or warranty with respect to the property, including without limitation, the value, quality or character of the property or its fitness or suitability for any particular use and/or the physical and environmental condition of the property. The property will be conveyed in “AS-IS” condition.

Each Proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the property, applicable zoning and other land use laws, required permits

and approvals, and other development, ownership and legal considerations pertaining to the property and the use of the property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the Proposer's use. All costs and expenses of leasing and developing the property, including, without limitation, the costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

III. Site Tour and Briefing

Interested Proposers are encouraged to attend a voluntary on-site briefing session at **1:00 p.m. on May 1, 2025, at 100 Beal Street, Hingham, MA 02043**. Please pre-register for the tour by emailing Rick Brouillard at rbrouillard@quincyha.com.

IV. Development Objectives

The Authority is seeking a developer to build affordable rental housing units consisting of approximately 60 units on the site. The development should be designed for a senior (age 62+) and disabled population, with a focus on accessibility across the whole site, and reflect a mix of affordability levels. The bedroom mix and final unit count should be based on maximizing the site's capacity for seniors, good site planning and landscaping considerations, and the market and financial feasibility of an affordable rental project at this location.

The development will be subject to a 99-year Ground Lease (See example in **Attachment I**) and Land Disposition and Development Agreement (See example in **Attachment H**) in forms that are acceptable to the Hingham Housing Authority and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC). The developer will be responsible for the design, construction, development, and management of the units and any supportive services at the property. The Ground Lease price proposal should include a minimum initial lease payment of \$500,000.

Affordability

All the units must be deed-restricted to households earning no more than 80% of the area median income (AMI). The Authority prefers that the units represent a range of incomes from 30% to 80% AMI and serve as many residents at 30% AMI as financially feasible. The Proposer should include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. The Authority is seeking a design that will limit construction costs and fit into the fabric of the neighborhood.

Unit Types

The development should reflect the needs of Hingham and provide housing for seniors at all mobility levels. For this reason, the Authority is interested in 'universally accessible' design, in addition to design meeting the Americans with Disabilities Act (ADA) standards, to accommodate households with varying accessibility needs. Ideally, residents should be able to reasonably age in place in the development.

Building Design and Aesthetics

The development's architecture should reflect the local historical and design vernacular and be a stellar example of superior design in both the interior and exterior. Hingham Housing Authority is looking for creative use of the land and creative space design for the units.

The final appearance of the proposed development should be harmonious with existing norms for attached dwellings in Hingham, including the use of natural materials throughout. Proposers are encouraged to use their creativity and experience in the choice of materials and methods of construction so as to minimize regular maintenance costs and promote energy efficiency. If appropriate, the development should include community space and a management office. The overall project design will be judged as part of the Comparative Analysis described in **Attachment A**.

Energy Efficiency

The Authority is looking for proposals that include building and site designs that decrease energy and water usage and limit the project's environmental impact. Green building certification is a desirable feature, as are the energy efficiency and sustainability standards listed in the current (2025-2026) EOHLC Qualified Allocation Plan as found at <https://www.mass.gov/info-details/qualified-allocation-plan>. Details regarding sustainable design features should be incorporated into the project description.

Project Permitting

Respondents should indicate in their proposal, especially the timeline, their anticipated permitting process. Due to the existing zoning (see next section), the Hingham Housing Authority anticipates project permitting will most likely be through M.G.L Chapter 40B.

V. Property Information

Site Description

The site is located in the northwest of Hingham, in a predominantly residential area (See Locus Map in **Attachment B**). Access to the site is from Beal Street via an existing driveway (See survey in **Attachment E**, and Existing Condition Maps in the Feasibility Report in **Attachment G**). The site is currently part of a larger parcel of roughly 15 acres and will be subdivided from the larger parcel. The area of the site subject to the RFP is approximately 8.6 acres. The proposed subdivision map in **Attachment F** shows Lot A, where the existing facility will remain; Lot B, which is the subject of this RFP and will be leased to a selected developer, and; Lot C, which will be conveyed to the Town of Hingham.

The topography of the site slopes down from Beal Street. Previously, the site held naval buildings and an ammunitions depot; the only currently existing building on the site is a facility owned by HHA that serves adolescents, run by Bay State Community Services. The initial feasibility analysis shows

wetlands present on the south portion of the larger parcel, and that portions of the parcel lie within riverfront buffer zones.

The site is ideally situated near various transportation options and amenities. It is approximately one mile from Route 3A (Bridge Street), and approximately 1 ¼ miles from downtown Hingham. Both are significant commercial areas with shops, restaurants, places of worship, and other community amenities. The MBTA 220 Bus Route, which runs between Hingham and Quincy Center and connects to MBTA Red Line rapid transit service, has stops along Bridge Street and in downtown Hingham. Additionally, the West Hingham stop of the Greenbush line of the MBTA Commuter rail, which runs between Scituate and Boston, is approximately ¾ mile from the site.

Environmental

As noted above, the site previously served as an ammunition depot for the US Naval Services. Massachusetts Department of Environmental Protection (MADEP) records of the site show that studies conducted in 1989 indicated low levels of soil contaminants, and that there were associated remediation efforts. Respondents should expect to conduct their own environmental due diligence to confirm the existence of current contamination and remediation needs, if any.

Site Utilities

The site has access to town water and sewer via Beal Street. The selected developer will need to conduct additional due diligence to determine the level of offsite infrastructure work needed to make a connection to these public utilities.

Utility Providers

- Water: Public
- Wastewater: Public sewer
- Electric: Hingham Municipal Lighting Plant
- Gas: National Grid

Evidence of Ownership

Hingham Housing Authority acquired the site from the Town in 1989. See **Attachment C** for the Recorded Quitclaim Deed.

Zoning and Permitting

The property is currently zoned “Official and Open Space” (OOO) according to the Town of Hingham’s zoning ordinance. This zoning does not allow for multifamily housing, so the Authority anticipates that permitting for this project will occur under a comprehensive permit pursuant to M.G.L. Ch. 40B. A 40B comprehensive permit was granted in 1988 allowing for the construction of the existing facility, and can most likely be amended for the new proposed project. A 2006 Hingham Town Meeting vote (see **Attachment D**) expanded the deed restriction from solely educational facilities to also include residential development that includes affordable housing. This amendment is awaiting final authorization from the Town Selectboard.

VI. Proposal Submission Requirements

The Development Team

The proposal must include a description of the development team, the individuals and organizations to be involved in the development, **in particular the property manager**, and their experience. The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders, and investors. Proposals must include:

- The name, address, e-mail address, and telephone number of the Proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the Proposer is not an individual doing business under their name, a description of the firm and status of the organization (e.g. whether a for-profit, not-for-profit, a general or limited partnership, a corporation, LLC, LLP) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the lease agreement for the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-ventures or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Identification of the property manager if the property developer will also be the property manager and, if this is not the case, state the legal and financial relationship between the entities. If the developer will not be the property manager, the Proposer shall describe the process for securing property management services.
- Identification of the development team, such as architects, engineers, landscape designers, contractor, development consultants. Background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project, should be provided.
- A summary of the developer's and the development team's experience, both collectively and individually, and with residential projects. Particular attention should be given to demonstrate experience with **projects of a similar scale and complexity of site conditions and design. A team member with experience with affordability requirements and financing are preferred**. Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.
- A list of all projects in progress or planned with details of their current status.

Format

Proposers should use the following format to submit the information required:

- For reference projects – project name, location, project type, project scope, start date, projected and actual completion date, housing affordability levels, total development costs and sources, and key project people.
- Narrative on why your experience is relevant to the 100 Beal Street housing development.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Hingham Housing Authority and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- Provision of references for 3 completed comparable projects, with contact names, title, and current telephone numbers, who can provide information to the Authority concerning the Proposer's experience with similar projects.

Development Concept

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Number and size of units (square footage and bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/green design elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, in particular the adjacent adolescent facility, and especially with respect to noise and traffic during the construction period.
- Project financing – provide a sources and uses pro forma (see comparative evaluation criteria), and detail previous success in securing such funding. Describe in detail what, if any, local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
- Operating Budget for Years 1-10
- Lender letters of interest (mentioned in the comparative evaluation criteria)

Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- Site plan that describes parking layout, numbers of parking spaces, vehicular and pedestrian traffic flow, and building footprints

- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- Floor plans
- Elevations with material indications
- Typical unit plans
- Color rendering of the proposed building

Management Plan

Provide a management plan that includes the following:

- Description of the target market (e.g. pricing and the strategy for marketing and lottery process).
- In addition, if the Proposer is including a property manager as part of the team, all relevant information as outlined under 'The Development Team' above should be included as well as details of any projects where the Proposer and Manager have worked together before.
- Lottery for affordable units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes. The Authority anticipates that the Town of Hingham will request the maximum 70% local preference for the initial lottery.

The Proposer and/or their property manager must demonstrate:

- A clear understanding of fair housing requirements/laws
- A clear understanding of the local preference opportunities and requirements, and how the lottery will address local preference.
- Ability and commitment to utilize appropriate stated standards to determine program and unit eligibility – i.e. qualified tenants.
- Establishment of clear criteria for tenant selection and a fair and unbiased selection process.
- Responsibility for selecting properly qualified tenants.
- Ability and commitment to maintain all necessary reports and certifications required under state and federal law.

Implementation Plan and Timeline

The proposed development should be completed within 5 years of the execution of the Land Disposition Agreement. The proposal must include a description of how the development concept will be implemented, including, but not limited to:

- Detailed development schedule for all elements of the plan including key milestones, financing benchmarks, zoning approvals and compliance, and projected completion/occupancy timeframes.

- Outline of the required land use, environmental, operation, and other governmental or regulatory approvals, including zoning, development and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications, if any, are required as part of the development plan.

Price Proposal

Price Proposal (see Form at **Attachment J**) should be completed and signed. Price proposals should meet a minimum threshold of \$500,000 for the initial ground lease payment.

VII. Developer Selection Criteria

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited to present their proposal to the review committee. The presentation will not be scored.

Minimum threshold criteria

The following are minimum criteria for Proposal consideration. Proposals that do not clearly and fully convey compliance with these minimum criteria will not be considered.

- Complete conformance with all Submission Requirements (Sec. VI)
- Proposer must have a minimum of 5 years' experience in development
- A successful track record of 3 projects with at least 3 references
- Availability to start with within 90 Days of selection; show sufficient staff resources and availability to perform required services
- Complete required forms found in **Attachments K through O**: Certificate of non-collusion, tax compliance, disclosure of beneficial interests form as required by M.G.L c. 7C, section 38 (formerly c. 7, section 40J)

Comparative Evaluation Criteria

Projects meeting the minimum threshold criteria above will then be scored based on the Comparative Evaluation Criteria further explained and outlined in **Attachment A**.

VIII. Selection Process

The evaluation committee will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on

the information provided in the proposers' submissions in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the Authority. The Authority will select the developer it or its designee(s) determines has presented the most advantageous proposal. ***The Hingham Housing Authority reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score.***

The Authority will notify all Proposers in writing of its decision within 5 days after the bids have been opened. The Authority reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if it is in the best interest of the Authority.

IX. Post Selection

Land Disposition and Development Agreement

It is the intent of the Authority to enter into a Land Disposition and Development Agreement with the selected Proposer within 90 days of selection and then to lease the land for 99 years with deed restrictions after certain benchmarks have been met. The Land Development Agreement will be finalized after the selection process. An example Land Development Agreement can be found at **Attachment H**. In the event that the Authority and the selected bidder are unable to reach an agreement in the terms of the associated ground lease and land disposition agreements, the Authority reserves the right to engage in negotiations with the next most responsive respondent from the RFP. The Authority may engage in negotiations with respondents in order from highest ranked respondent to lowest as determined by The Authority, until either an agreement has been reached or The Authority decides to cancel the RFP and reject all proposals.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

Within 60 days prior to the disposition of the site by the HHA to the selected Developer, the Developer shall furnish the Authority with an appraisal of the Site based on procedures customarily accepted by the appraising profession as valid, taking into account any restrictions on the use of the site imposed by the Authority or any other government agency.

If the Authority determines that the public purpose of the project is best met by disposing of the property for less than fair market value, the Authority will post a notice in the state's Central Register explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Authority enters into any agreement with the selected developer.

X. Attachments

- A. Comparative Evaluation Criteria
- B. Locus Map
- C. Quitclaim Deed & 1989 Comprehensive Permit
- D. 2006 Town Meeting Vote Amending Use Restriction
- E. Property Survey Plans
- F. Proposed Subdivision Map
- G. Preliminary Site Feasibility report
- H. Draft Land Disposition and Development Agreement
- I. Draft Form of Ground Lease
- J. Price Proposal Form
- K. Tax Compliance Certificate
- L. Certificate of Non-Collusion
- M. Certificate of Authority
- N. Disclosure of Beneficial Interest
- O. Respondent Entity Disclosure Statement

ATTACHMENT A

Comparative Evaluation Criteria: 100 Beal St, Hingham, MA

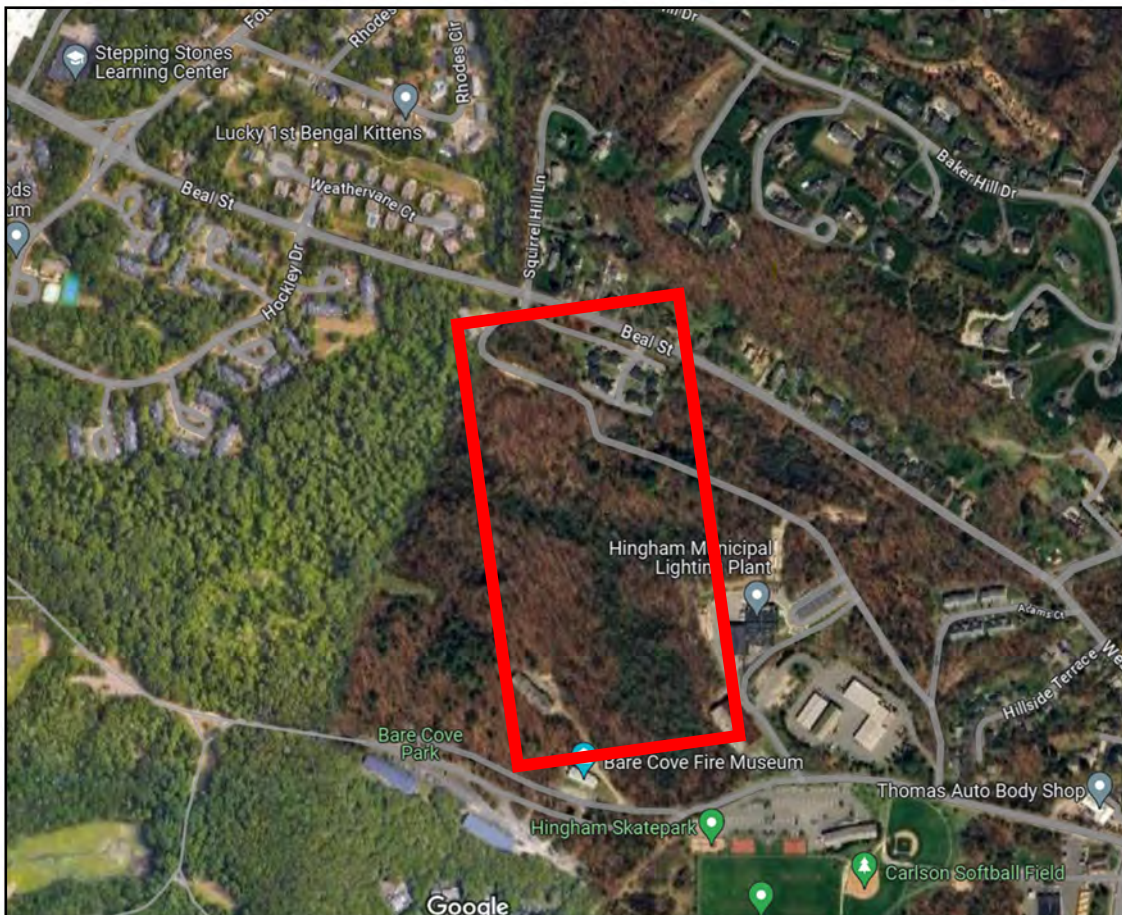
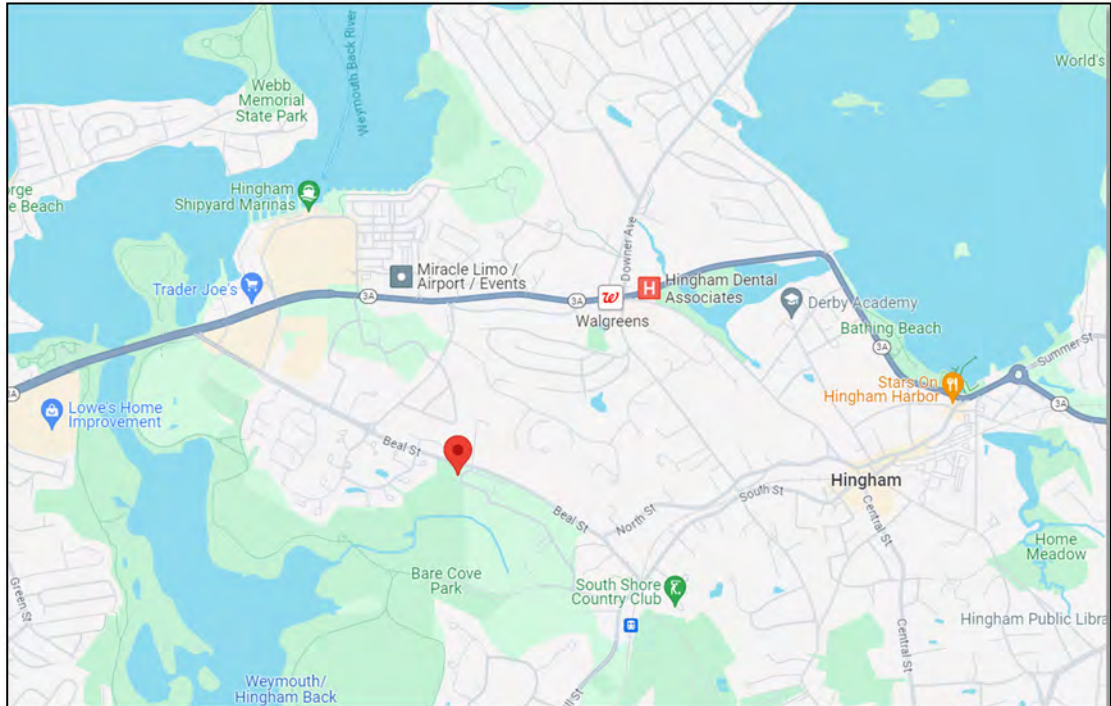
	Unacceptable	Advantageous	Highly Advantageous
Developer Experience & Capacity (Team)			
<ul style="list-style-type: none"> • Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects. • Outcome of comparable projects • Property management experience with similar projects • The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements • Property management experience with similar projects • Energy Efficient design 	Development team members have only minimal experience in the development of projects with similar scope – including legal, design, development, financing, and management experience with rental housing.	Development team members have significant experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Significant experience (3 or more projects) Energy efficient buildings part of standard approach.	Development team members have extensive experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Extensive experience (4 or more projects) with similar projects. Energy efficient design is their standard approach to design and development.
Affordability			
Proposal meets a range of incomes. At a minimum 100% units must be restricted to households at or below 80% AMI	Less than 100% of units affordable to households at or below 80% AMI.	All of the units are affordable to households at or below 80% AMI	All of the units are affordable to households at or below 80% of AMI, and includes a majority of units under 60% or AMI.
Site Design			
<ul style="list-style-type: none"> • Thoughtful and efficient site design • Uses standards of low impact development • Underground utilities • Exterior lighting – minimal impact to neighbors • Storm water management • Landscape plan including parking area • Area designated for snow • Adequate parking 	Proposal fails to meet RFP site design requirements.	The proposal generally meets site design requirements of the RFP.	Proposal meets all site design requirements with an exceptionally creative and thoughtful approach.

	Unacceptable	Advantageous	Highly Advantageous
Building Design			
<ul style="list-style-type: none"> Exterior is of high quality, while remaining compatible with local vernacular Creative design that is cost effective and high quality Interior layouts meet a variety of household types and mobility needs Finishes support durability and low maintenance requirements for tenant and owner 	Design appears incongruous with Hingham architecture; interior layout does not meet a variety of household types and mobility needs.	Design reflects a traditional design and provides layouts for senior households and a variety of mobility needs.	Design proposal articulates a creative development vision with an exceptionally cost-effective, energy efficient, attractive design that reflects the design standards, and provides layouts for senior households and a variety of mobility needs.
Financial Feasibility			
<ul style="list-style-type: none"> Adequacy of proposed budgets (development and operating) Appropriateness of rents in relation to the market Track record of securing proposed financing 	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing.	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing.	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.
Price Proposal			
<ul style="list-style-type: none"> Amount proposed to acquire the property from the HHA under a 99-year ground lease 	Proposal does not meet the \$500,000 minimum threshold.	Proposal price is not the highest nor the lowest received.	Proposal price is the highest of the proposals received.
References, Site Visits, and Interviews			
<ul style="list-style-type: none"> A minimum of three references, include references from all projects undertaken in the last 5 years The evaluation committee may choose to visit proposers' completed projects The evaluation committee may choose to have proposers present their proposals. 	Did not provide minimum of 3 references, or references were poor and/or inadequate. Properties visited were in poor condition.	Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well designed	Strong references reflecting timely completion, excellent budget control, excellent property management structure and professionalism of developer. Properties visited were in great condition, site layout building design, and landscaping excellent, and use of energy efficient and durable materials.

ATTACHMENT B

Locus Map of Property

Site Context



ATTACHMENT C

Quitclaim Deed and Comprehensive Permit

ATTACHMENT D

Town Meeting Vote on Deed Restriction

ATTACHMENT E

Property Survey Plans

ATTACHMENT F

Proposed Subdivision Plan

ATTACHMENT G
Due Diligence and Feasibility Report

ATTACHMENT H

Draft Land Disposition and Development Agreement

ATTACHMENT I

Example Ground Lease

ATTACHMENT J

Price Proposal Form

HINGHAM HOUSING AUTHORITY

REQUEST FOR PROPOSALS (RFP)

Lease of Property at 100 Beal Street, Hingham, MA 02043

PRICE PROPOSAL FORM

PRICE

Please write your proposal offer, including initial lease payment and proposed annual ground lease payments:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: *Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.*

Name of proposer

Name and Title of person signing proposal

Signature of person signing proposal

Address

Date

(Note: This form must be included in the proposal submission)

ATTACHMENT K
Tax Compliance Certification

HINGHAM HOUSING AUTHORITY
REQUEST FOR PROPOSALS (RFP)
Disposition of Property at 100 Beal Street, Hingham, MA 02043

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C, §49A(b) of the Massachusetts General Laws, I,

_____ authorized signatory for
(Name)

_____, do hereby certify under the pains and
(Name of Proposer)

penalties of perjury that said proposer has complied with all laws of the Commonwealth
of Massachusetts relating to taxes.

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

(Note: This form must be included in the proposal submission)

ATTACHMENT L
Non-Collusion Certification

HINGHAM HOUSING AUTHORITY
REQUEST FOR PROPOSALS (RFP)
Disposition of Property at 100 Beal Street, Hingham, MA 02043

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature: _____

Printed name: _____

Title: _____

Name of Business: _____

Date: _____

(Note: This form must be included in the proposal submission)

ATTACHMENT M
Certificate of Authority

HINGHAM HOUSING AUTHORITY
REQUEST FOR PROPOSALS (RFP)
Disposition of Property at 100 Beal Street, Hingham, MA 02043

CERTIFICATE OF AUTHORITY FORM

(To be used by corporations and limited liability companies)

At a duly authorized meeting of the Board of Directors/Members of

_____, held on _____, 202__, it was
(Name of Corporation/Limited Liability Company) (date)

VOTED, that _____,
(Name) (Title)

of this corporation/company, be and hereby is authorized to execute proposals, contracts and bonds in the name of said corporation/company, and to affix its seal thereto; and such execution of any proposal, contract or obligation in this corporation's/company's name on its behalf by such officer under seal of the corporation/company, shall be valid and binding upon the corporation/company.

I hereby certify that I am the secretary/authorized representative of the above-named corporation/company and _____ is the duly elected officer as
(Name)

stated above of said corporation/company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this proposal.

(Date)

(Secretary Name)

Seal:

(Note: This form must be included in the proposal submission)

ATTACHMENT N
Disclosure of Beneficial Interest

HINGHAM HOUSING AUTHORITY
REQUEST FOR PROPOSALS (RFP)
Disposition of Property at 100 Beal Street, Hingham, MA 02043

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

A 99-year lease in parcel of land located at **100 Beal Street, Hingham, MA 02043**, containing 3.75 acres of land, more or less, and shown as further identified as part of "School Tract II" on pages 3 and 4 of a plan titled "Plan of Land: Beal, West, & Fort Streets, prepared for the Town of Hingham July 1972," recorded in the Plymouth County Registry of Deeds Plan Book 17, Page 508.

(2) Type of Transaction, Agreement, or Document: Lease of Property by Hingham Housing Authority

(3) Public Agency Participating in Transaction: Hingham Housing Authority

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding

stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of

any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

Print Name & Title of Authorized Signer

(Note: This form must be included in the proposal submission)

ATTACHMENT O
Respondent Entity Disclosure Statement

HINGHAM HOUSING AUTHORITY
REQUEST FOR PROPOSALS (RFP)
Disposition of Property at 100 Beal Street, Hingham, MA 02043

RESPONDENT ENTITY DISCLOSURE STATEMENT

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

NAME	ADDRESS	ZIP CODE
_____	_____	
_____	_____	
_____	_____	

Kindly furnish the following information as applicable regarding the Respondent, and complete signatures on final page:

1) IF A PROPRIETORSHIP

Name of Owner: _____

Home Address: _____

Name of Business: _____

Address: _____

2) IF A PARTNERSHIP

Business Name: _____

Business Address: _____

Names and Addresses of Partners:

PARTNER NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

3) IF A CORPORATION OR A LIMITED LIABILITY COMPANY

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____

4) IF A TRUST

Full Legal Name: _____

Recording Information: _____

Full names and address of all trustees (con't next page):

NAME	ADDRESS	ZIP CODE
_____	_____	_____
_____	_____	_____

Signature

Printed name and Title

Name of Business

Date

(Note: This form must be included in the proposal submission)

DEED WITHOUT WARRANTY

The Town of Hingham, a municipal corporation situated in the County of Plymouth, Commonwealth of Massachusetts, by authority conferred by vote of the May, 1987 Annual Town Meeting under Article 53, for and in consideration of Forty Five Thousand Seven Hundred Fifty One (\$45,751.00) Dollars, grants to the Hingham Housing Authority, a public body politic and corporate organized pursuant to Chapter 121B of the Massachusetts General Laws, subject to the covenants, conditions, reservations and restrictions hereinafter set forth, a certain parcel or tracts of land being shown as School Tract II on Sheets 3 and 4 of a plan entitled "Plan of Land - Beal, West and Fort Hill Streets - Hingham, Massachusetts" prepared for the Town of Hingham July 1972 by Perkins Engineering, Inc., Civil Engineers and Land Surveyors, said Sheets 3 and 4 being revised January 10, 1973. Said parcel or tract of land is further bounded and described as follows:

SCHOOL TRACT II

Beginning at a point in the Southerly sideline of Beal Street at the Northwest corner of the herein described premises and Northeast corner of Residence E Parcel;

Thence running along the Southerly sideline of Beal Street, South 71° 52' 30" East, 443.61 feet to a Stone Bound; South 73° 45' 25" East, 332.20 feet to point of curvature;

Thence along a curve to the right on a radius of 2,918.49 feet, an arc distance of 433.85 feet to a point at School Tract IV land;

Thence turning and running along School Tract IV land due South 1,629.06 feet to a spike;

Thence turning and running along land to Open Space Recreation Area on a line 30 feet from and parallel to a brook as shown on plan, 1,500 feet more or less to a point;

Thence along a curved line shown as 10 feet above Mean Sea Level, 875 feet more or less to a point at Residence B land;

Thence turning and running due North 360 feet more or less to side line of Beal Street at the point of beginning and containing 18.1 more or less acres.

Excluded from School Tract II is a 3.086 acre portion of the property described in Deed dated June 15, 1982 and recorded in the Plymouth County Registry of Deeds at Book 5851, Page 233. The Deed of June 15, 1982 was subsequently amended by a Deed Correction dated May 1, 1984 and recorded in the Plymouth County Registry of Deeds at Book 5851, Page 237.

Being a part of the premises conveyed to the grantor by Deed of UNITED STATES OF AMERICA, acting by and through the SECRETARY OF EDUCATION, dated December 17, 1973 and recorded with Plymouth Registry of Deeds at Book 3961, Page 692.

This conveyance is subject to the following express conditions:

1. This property is to be used only for a residential educational facility for emotionally disturbed adolescents operated through the Hingham Housing Authority by the South Shore Educational Collaborative or similar entity, or, if required pursuant to M.G.L. c. 121B, §34, by the Massachusetts Executive Office of Communities and Development.

In the event that a breach of the above condition should occur after December 17, 2003, all right, title and interest in and to the above described property shall revert to and become the property of the Town of Hingham which shall have the immediate right of entry

BOOK 9097 PAGE 160

thereon, provided, however, that said right of entry shall terminate after thirty years from the date hereof as provided in Massachusetts General Laws, Chapter 184A, Section 3.

This conveyance is subject to an Agreement entitled

Abrogation and Release of Conditions Subsequent between the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF EDUCATION, and the Town of Hingham dated June 28, 1988 and recorded with Plymouth Registry of Deeds herewith. Except as provided in the above Agreement entitled Abrogation and Release of Conditions Subsequent, all of the provisions of the Deed from the UNITED STATES OF AMERICA acting by and through the Secretary of Health, Education and Welfare to the Town of Hingham dated December 17, 1973 and recorded with Plymouth Registry of Deeds at Book 3961, Page 692 remain in full force and effect with respect to the property.

This Deed is executed and delivered to the Hingham Housing Authority, without covenants or warranties by or on behalf of the Town of Hingham whatsoever, either express or implied.

WITNESS our hands and seals this 7th day of

March, 1989.

The Town of Hingham by the Hingham Board of Selectmen.

DEEDS REG 18
PLYMOUTH
04/21/89
CANCELLED

Kate Mahony
Kate Mahony, Chairman
Edward M. Lowiecki
Edward M. Lowiecki
Edna S. English
Edna S. English

TAX 104.88
CHCK 104.88

8825A000 09:50
EXCISE TAX

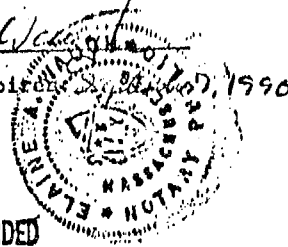
COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

March 7th, 1989

Then personally appeared before the above-named Selectmen of the Town of Hingham, Kate Mahony, Edward M. Lewiecki and Edna S. English and acknowledged the foregoing instrument to be the free act and deed of the Town of Hingham and their free act and deeds as Selectmen.

Elaine A. Wagoner
Notary Public
My Commission Expires September 7, 1990



REC'D APR 21 1989 AT 9 59 AM AND RECORDED



TOWN OF HINGHAM

MASSACHUSETTS

BOARD OF APPEALS

TO: THOMAS P. HALL, TOWN CLERK
FROM: Mary Jean Shultz *MB*
DATE: February 6, 1989
SUBJECT: HINGHAM HOUSING AUTHORITY - MODIFICATION OF DECISION

At its regularly scheduled meeting on Thursday, January 26, 1989 the members of the Board of Appeals, (Msrs. Ryan and Randall and Mrs. Horn making up the panel), unanimously voted to accede to the request of the Hingham Housing Authority to clarify some of the language of the Board's Comprehensive Permit issued on *not recd* December 9, 1988 and filed with the Town Clerk on December 14, 1988. Further, the Board voted unanimously to modify the language of certain of the conditions and limitations set forth in the original permit, in accordance with the discussion between the Housing Authority, its counsel Mr. Sullivan, and Mr. Randall held on January 23, 1989.

For your records, I enclose a copy of the modification to the Comprehensive Permit.

cc: G. Condon
C. Sullivan, Esq.
R. Morgan
Planning Board
Board of Selectmen
Conservation Commission
Chief R. Wehter
Press



I, Thomas P. Hall, Town Clerk of Hingham, hereby certify that 20 days have elapsed since filing of the foregoing decision in this office on February 6, 1989, and no notice of appeal from this decision has been received.

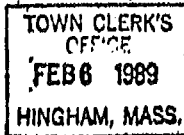
Thomas P. Hall

REC'D APR 21 1989 AT 9 59 AM AND RECORDED

TOWN OF HINGHAM
ZONING BOARD OF APPEALS

IN THE MATTER OF:

Applicant: Hingham Housing Authority
30 Thaxter Street
Hingham, Massachusetts 02043



Property Owner: Town of Hingham
7 East Street
Hingham, MA 02043

Premises: School Tract II
Beal Street at
Squirrel Hill Lane
Hingham, MA 02043

This matter came before the Board on the request of the Hingham Housing Authority ("HHA") for minor modifications to conditions and limitations attached to the comprehensive permit granted to HHA by the Board on December 8, 1988. The comprehensive permit allowed the construction and operation of a two-story, wood frame, residential-educational facility for twelve emotionally troubled adolescents, to be located on a two acre site on the southerly side of Beal Street, across from Squirrel Hill Lane, said site being a portion of the 15 acre parcel known as School Tract II.

Among the conditions and limitations placed on the comprehensive permit in the Board's written decision dated December 9, 1988 were the following:

- (i) that HHA comply with the requirements of the Fire Department, the State Building Code and the Town Wetlands By-law;
- (ii) that not less than three qualified staff persons be on the Premises at all times;
- (iii) that the residents be enrolled in the Quest Program at the East School; and
- (iv) that no other structures be constructed on the 15 acre parcel of which the building site is a part.

24

BOOK 9097 PAGE 164

HHA has requested certain minor modifications to the foregoing conditions and limitations in order to provide more specificity and flexibility. The Board is disposed to grant such minor modifications, provided that the substance of the conditions and limitations is preserved. Accordingly, at a regularly scheduled meeting of the Board held on January 26, 1989 the Board voted unanimously to MODIFY the conditions and limitations set forth in its earlier decision so that such conditions and limitations read as follows:

1. The facility shall be constructed by the Hingham Housing Authority and used as a residential-educational facility for 12 emotionally troubled adolescents. Any change in use shall void this comprehensive permit and require further relief in accordance with the Zoning By-law.
2. The facility shall be constructed in substantial conformance with the plans prepared by Gale Engineering Company, Inc. and Kanda Associates Architects and submitted with the application, except as modified to meet the recommendations of the Fire Department described in Paragraph 3 below.
3. The applicant shall comply with the recommendations of the Fire Department set forth in a certain memorandum dated 10 November, 1988 from Kanda Associates Architects to Gretchen Condon, Executive Director of the Hingham Housing Authority, and shall comply with the State Building Code.
4. The facility shall be staffed by responsible, qualified personnel, and at least three staff persons shall be on site when one or more residents are present. The operator of the facility shall take all reasonable precautions to restrict the residents from entering neighboring properties and shall work with abutters to address security concerns.
5. The facility and the grounds shall be maintained in a first class condition at all times.
6. The residents of the facility shall be enrolled in the Quest Program at the East School or in a similar program.
7. No other structures shall be constructed on the parcel identified as School Tract II without the appropriate approval of state and local authorities.

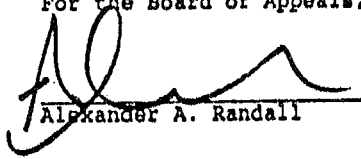
Each of the foregoing conditions and limitations is in and of itself material to the Board's decision on the application. Accordingly, if any of the foregoing conditions are found by a court of competent jurisdiction to be void or unenforceable,

206

this comprehensive permit shall immediately terminate and the property shall thereafter be brought into compliance with the requirements of the Zoning By-law.

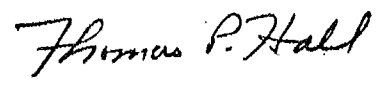
For the Board of Appeals,

1-27-89
Dated


Alexander A. Randall

XP-1793/h
1/24/89

I, Thomas P. Hall, Town Clerk of Hingham, hereby certify that 20 days have elapsed since the filing of the foregoing decision in this office on February 6, 1989, and no notice of appeal from this decision has been received.





3
REC'D APR 21 1989 AT 9 59 AM AND RECORDED

TOWN OF HINGHAM
ZONING BOARD OF APPEALS

207
TOWN CLERK'S
DEC 14 1988
HINGHAM, MASS.

IN THE MATTER OF:

Applicant: Hingham Housing Authority
30 Thaxter Street
Hingham, Massachusetts 02043

Property Owner: Town of Hingham
7 East Street
Hingham, MA 02043

Premises: School Tract II
Beal Street at
Squirrel Hill Lane
Hingham, MA 02043

This matter came before the Board on the application of Hingham Housing Authority for a comprehensive permit pursuant to Massachusetts General Laws, Chapter 40B, Sections 20-23, to construct and operate a residential-educational facility for 12 emotionally troubled adolescents in an Official and Open Space zoning district. A public hearing was held after posting, notice and publication on October 6, 1988, and was continued on November 10, 1988 at which time the Board closed the public hearing. The members of the Board who were present at the hearing and voted on the application were:

John P. Ryan, Chairman
Alexander A. Randall, Regular Member
William J. Salisbury, Associate Member

FACTUAL BACKGROUND

According to testimony and written materials submitted with the application and at the hearing, the Board was able to determine the following facts.

The Hingham Housing Authority is a public agency created pursuant to Massachusetts General Laws Chapter 121B, Section 3 and is charged with the duty to provide housing for the elderly, low and moderate income families and the handicapped. As such, the Housing Authority is qualified to submit an application for a comprehensive permit under Massachusetts General Laws Chapter 40B, Section 21.

Hingham Housing Authority proposes to construct a duplex community residence and educational facility for emotionally troubled adolescents on a two-acre parcel of land located on the southerly side of Beal Street at Squirrel Hill Lane. The building site is a portion of the 15 acre parcel known as School Tract II. The Housing Authority is the holder of a written option to purchase the premises.

The premises are situated in a zoning district classified under the Zoning By-Law as Official and Open Space. The land is undeveloped, containing an abandoned administrative building and abandoned ammunition bunkers. The premises are restricted to educational use by a restriction in the deed from the United States of America to the Town of Hingham.

The Housing Authority intends to construct the facility and lease it for an initial term of five years to the South Shore Educational Collaborative, an organization sponsored by the school systems of eight South Shore towns, including the Town of Hingham. Students living at the residence will be referred by the member school systems and the Department of Social Services. The residents, who will be between 14-19 years of age, will attend the Quest Program at the East School during the day. During the afternoons and evenings they will be involved in instructional activities, counseling sessions, vocational and recreational activities at the residence. At least three staff persons will be on the premises at all times.

The residence will be constructed with a grant from the Executive Office of Communities and Development under the Chapter 689 Handicapped Housing Program. The operating expenses and educational programs will be funded by the Department of Social Services.

The applicant stated that (i) a large portion of the site will remain open and undeveloped, (ii) the building will be set back at least 100 feet from all property lines, (iii) that utilities are available at the site, and (iv) that traffic will be minimal.

Comments were received from various Town officials. In particular, the Fire Department made numerous recommendations for access improvements, parking and fire lane restrictions, an additional hydrant and installation of a sprinkler system and alarm. The Fire Department acknowledged at the hearing that the Housing Authority was working to address the Fire Department's recommendations and had agreed to the installation of the recommended improvements. The Building Commissioner identified certain items on the building plans of a minor nature which needed to be addressed. In particular, the

Building Commissioner identified parking requirements as an unresolved issue.

Numerous abutters appeared at the hearing. Many questioned the concentration of these types of uses in the area. Security issues were also raised. The applicant agreed to meet with abutters, many of whom are new to the area, to discuss their concerns.

The Board questioned its jurisdiction to grant a comprehensive permit for the proposed use. In response to questioning, a representative of the South Shore Educational Collaborative stated that no restrictions would exist on the family income of the residents. The applicant explained that the statute and regulations enabled a parent or guardian to relinquish custody of the resident to the DSS for the purpose of residing in the proposed facility. Through the operation of the statutory definitions, the facility would thereby qualify as low or moderate income housing for the purposes of Massachusetts General Laws Chapter 40B, Section 20.

DECISION

At a regular meeting of the Board held on December 8, 1988, the Board voted unanimously to GRANT to the Hingham Housing Authority a comprehensive permit pursuant to the provisions of Massachusetts General Laws Chapter 40B, Section 20-23 for the construction and use of a two-story, wood frame residential-educational facility for twelve emotionally troubled adolescents, all as described in the application and the supporting materials submitted by the applicant, and subject to the express conditions and limitations set forth below.

REASONS FOR DECISION

The Board found that the Hingham Housing Authority is a public agency and therefore entitled to seek a comprehensive permit for the construction of low and moderate income housing pursuant to General Laws Chapter 40B, Section 20-23. The Board found that the proposed use of the facility constitutes low and moderate income housing within the meaning of the aforementioned statute. Accordingly, the Board recognized its limited discretion to deny or unreasonably condition approval of the application.

The Board found that the proposed facility is an educational use which is protected by the provisions of General Laws Chapter 40A, Section 3. Under Chapter 40A, Section 3 a zoning by-law shall not prohibit, regulate or restrict the use of land or structure for educational purposes on land owned or

leased by a governmental agency, except that reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage may be imposed.

CONDITIONS AND LIMITATIONS

The comprehensive permit was granted by the Board with the following express conditions.

1. The facility shall be constructed by the Hingham Housing Authority and used as a residential-educational facility for 12 emotionally troubled adolescents. Any change in use shall void this comprehensive permit and require further relief in accordance with the Zoning By-Law.

2. The facility shall be constructed in substantial conformance with the plans prepared by Gale Engineering Company, Inc. and Kanda Associates Architects and submitted with the application, except as modified to meet the requirements of the Fire Department or the Building Commissioner.

3. The applicant shall comply with the requirements of the Fire Department, with the State Building Code, and with the Town Wetlands By-Law. In particular, the applicant shall install a residential fire alarm and sprinkler system.

4. The facility shall be staffed by responsible, qualified personnel at all times, and at least three staff persons shall be on site at all times. The operator of the facility shall take all reasonable precautions to restrict the residents from entering neighboring properties and shall work with abutters to address security concerns.

5. The facility and the grounds shall be maintained in a first class condition at all times.

6. The residents of the facility shall be enrolled in the Quest Program at the East School.

7. No other structures shall be constructed on the parcel identified as School Tract II in the plans submitted.

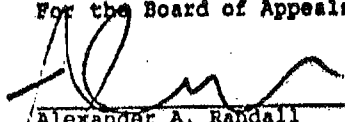
Each of the foregoing conditions and limitations is in and of itself material to the Board's decision on the application. Accordingly, if any of the foregoing conditions are found by a court of competent jurisdiction to be void or unenforceable, this comprehensive permit shall immediately terminate and the

property shall thereafter be brought into compliance with the requirements of the Zoning By-Law.

For the Board of Appeals,

12-9-88

Dated


Alexander A. Randall

I, Thomas P. Hall, Town Clerk of Hingham, hereby certify that 20 days have elapsed since the filing of the foregoing decision in this office on December 14, 1988, and no notice of appeal from this decision has been received.





I, Eileen A. McCracken, Town Clerk of the Town of Hingham, certify that at the Annual Town Meeting of the Town of Hingham held May 1, 2006, pursuant of Article 38 of the Warrant, it was

VOTED: That the Town authorize the Town of Hingham, acting through its Board of Selectmen, to amend the restriction contained in the deed from the Town of Hingham to the Hingham Housing Authority dated March 7, 1989, recorded in the Plymouth County Registry of Deeds in Book 9097, Page 158, conveying School Tract II (15.014 acres), which restriction states that "this property is to be used only for a residential educational facility for emotionally disturbed adolescents operated through the Hingham Housing Authority by the South Shore Collaborative or similar entity, or, if required pursuant to MGL c121B §34, by the Massachusetts Executive office of Communities and Development," by adding as an allowable use residential development which includes affordable housing that qualifies for inclusion on the Subsidized Housing Inventory administered by the Massachusetts Department of Housing and Community Development.

A 2/3rds Vote Required

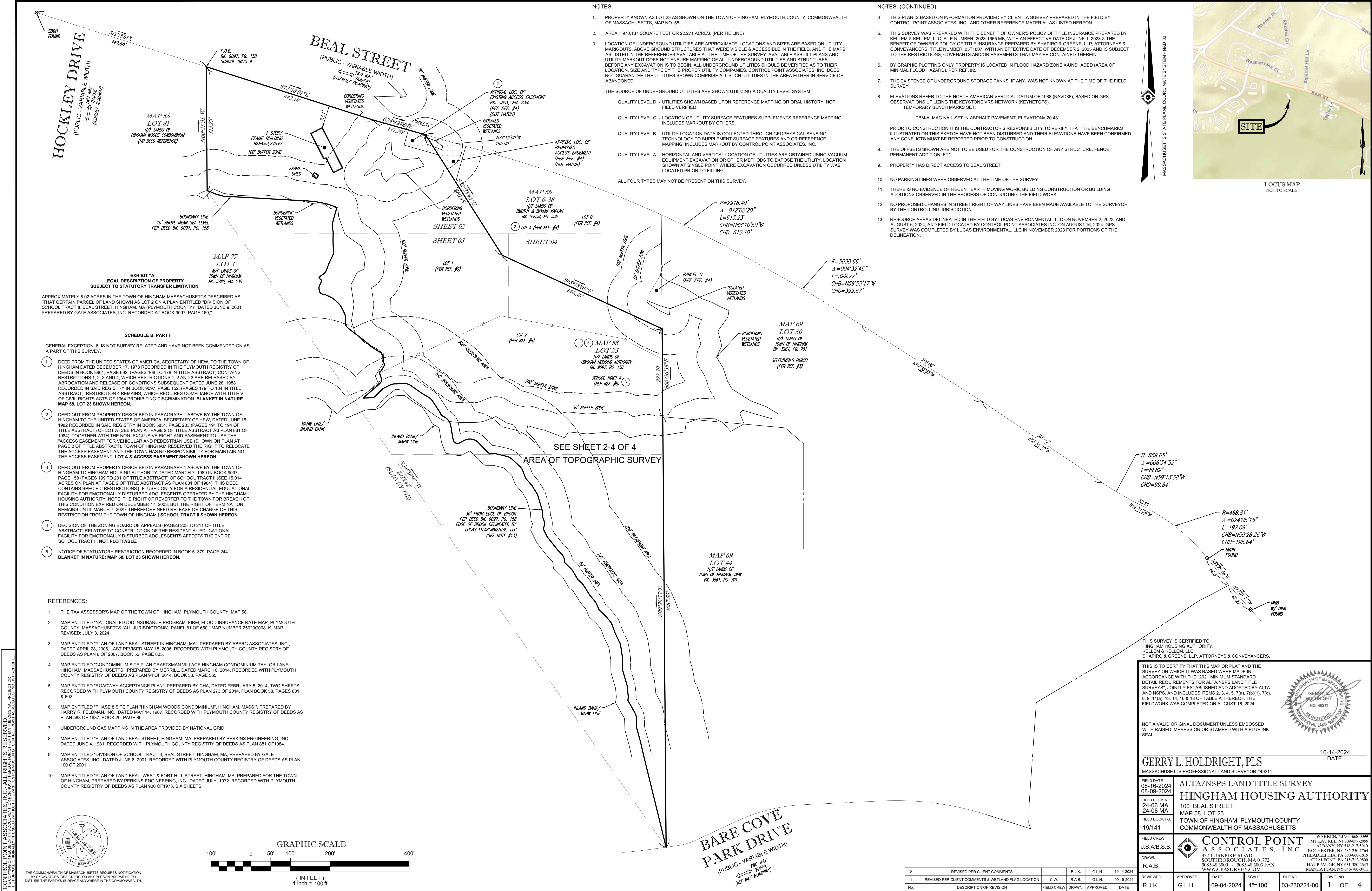
A Majority Vote

2/3rds Declared

Motion Adopted

A T T E S T:

Eileen A. McCracken
Town Clerk

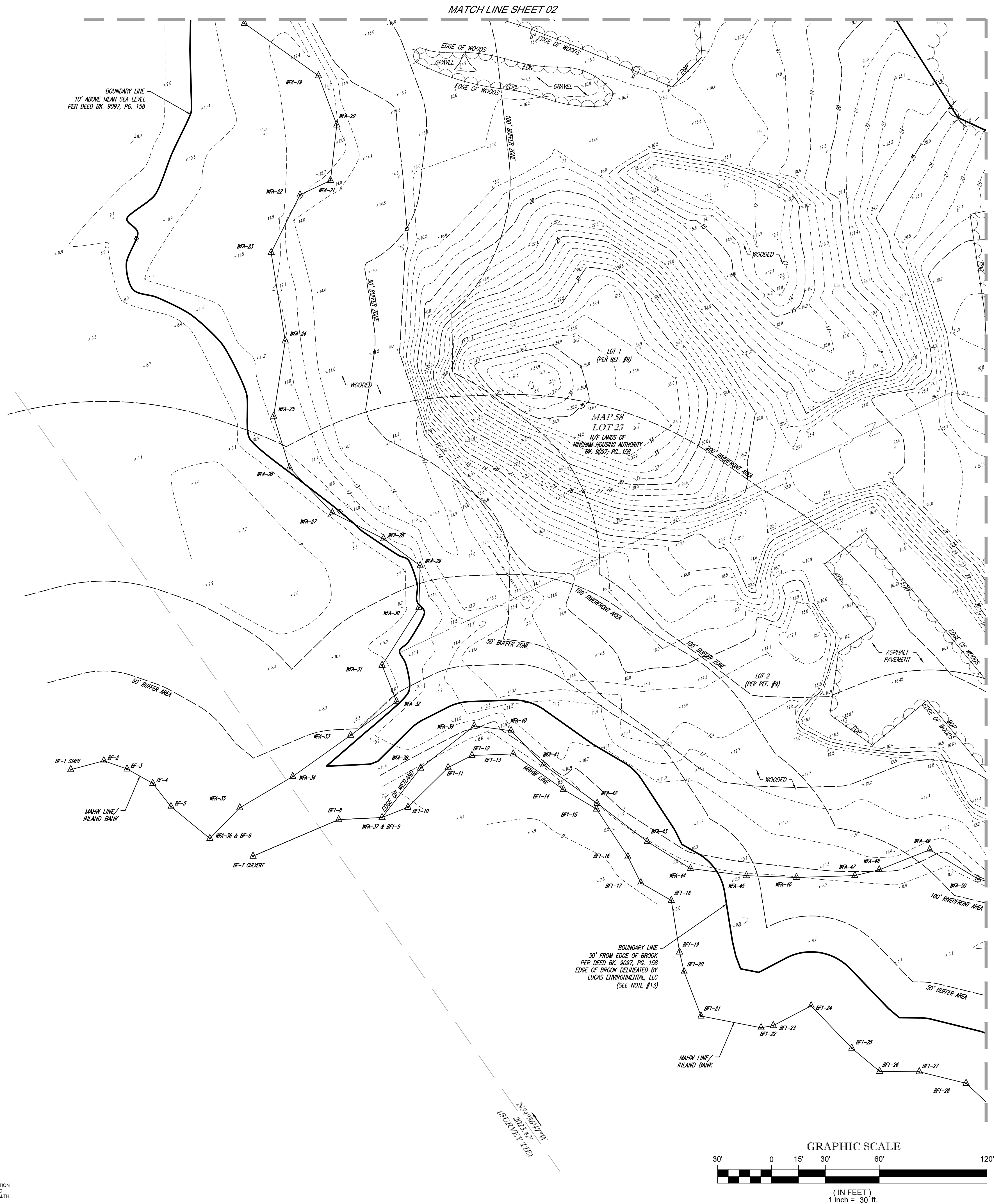




CONTROL POINT ASSOCIATES, INC. ALL RIGHTS RESERVED. NO PORTION OF THIS MAP OR PLAT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.



THE COMMONWEALTH OF MASSACHUSETTS REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.



- LEGEND
- 124 --- EXISTING CONTOUR
 - 125 --- EXISTING CONTOUR
 - × 123.45 EXISTING SPOT ELEVATION
 - × TC 123.45 EXISTING TOP OF CURB ELEVATION
 - × BC 123.45 EXISTING TOP OF CURB ELEVATION
 - × TW 123.45 EXISTING TOP OF WALL ELEVATION
 - × BW 122.95 EXISTING BOTTOM OF WALL ELEVATION
 - OH --- OVERHEAD WIRES
 - G --- APPROX. LOC. UNDERGROUND GAS LINE
 - D --- APPROX. LOC. UNDERGROUND DRAINAGE LINE
 - UP /- UTILITY POLE
 - SIGN
 - SMH SANITARY/SEWER MANHOLE
 - DMH DRAINAGE/STORM MANHOLE
 - MH UNKNOWN MANHOLE
 - EOP EDGE OF PAVEMENT
 - CLF CHAIN LINK FENCE
 - LSA LANDSCAPED AREA
 - (TP) TYPICAL
 - EL ELEVATION
 - PVC POLYVINYL CHLORIDE PIPE
 - RCP REINFORCED CONCRETE PIPE
 - INV INVERT ELEVATION
 - GR1 GRATE ELEVATION
 - 1.0' OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
 - 0.0' SUBSURFACE UTILITY QUALITY LEVEL D



THIS SURVEY IS CERTIFIED TO:
HINGHAM HOUSING AUTHORITY.
KELLEM & KELLEM, LLC.
SHAPIRO & GREENE, LLP, ATTORNEYS & CONVEYANCERS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16 & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 16, 2024.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL.



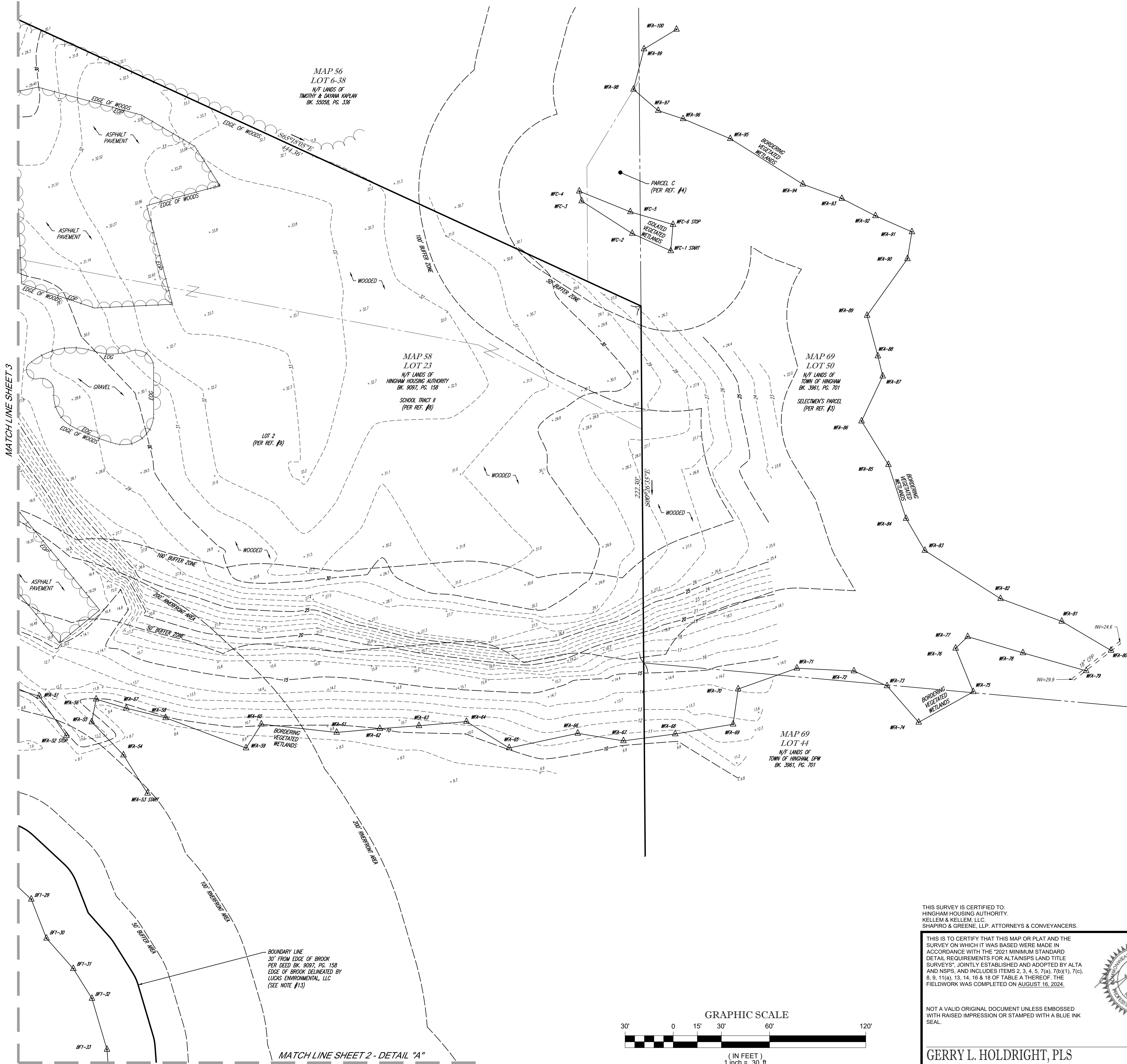
GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

10-14-2024
DATE

2	REVISED PER CLIENT COMMENTS	-	R.J.K.	G.L.H.	10-14-2024
1	REVISED PER CLIENT COMMENTS & WETLAND FLAG LOCATION	C.W.	R.A.B.	G.L.H.	09-19-2024
No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE
FIELD DATE	08-16-2024	ALTA/NSPS LAND TITLE SURVEY			
FIELD BOOK NO.	08-09-2024	HINGHAM HOUSING AUTHORITY			
FIELD BOOK NO.	24-06 MA	100 BEAL STREET			
FIELD BOOK NO.	24-08 MA	MAP 58, LOT 23			
FIELD BOOK PG.	19/141	TOWN OF HINGHAM, PLYMOUTH COUNTY			
FIELD CREW	J.S.A./B.S.B.	COMMONWEALTH OF MASSACHUSETTS			
DRAWN:	R.A.B.	CONTROL POINT ASSOCIATES, INC.			
REVIEWED:	R.J.K.	DATE	09-04-2024	SCALE	1"=30'
APPROVED:	G.L.H.	FILE NO.	03-230224-00	DWG. NO.	3 OF 4



- LEGEND
- 124 --- EXISTING CONTOUR
 - 125 --- EXISTING SPOT ELEVATION
 - × TC 123.45 EXISTING TOP OF CURB ELEVATION
 - × BC 123.45 EXISTING TOP OF CURB ELEVATION
 - × TW 123.45 EXISTING TOP OF WALL ELEVATION
 - × BW 122.95 EXISTING BOTTOM OF WALL ELEVATION
 - OH — OVERHEAD WIRES
 - G — APPROX. LOC. UNDERGROUND GAS LINE
 - D — APPROX. LOC. UNDERGROUND DRAINAGE LINE
 - UP # • UTILITY POLE
 - SIGN
 - ③ SMH SANITARY/SEWER MANHOLE
 - ④ DMH DRAINAGE/STORM MANHOLE
 - ⑤ MH UNKNOWN MANHOLE
 - EDP EDGE OF PAVEMENT
 - CLF CHAIN LINK FENCE
 - LSA LANDSCAPED AREA
 - (TYP) TYPICAL
 - EL ELEVATION
 - PVC POLYVINYL CHLORIDE PIPE
 - RCP REINFORCED CONCRETE PIPE
 - INV INVERT ELEVATION
 - GRT GRATE ELEVATION
 - 1.0' OFFSET OF STRUCTURE AT GROUND LEVEL RELATIVE TO PROPERTY LINE
 - 00- SUBSURFACE UTILITY QUALITY LEVEL D



THIS SURVEY IS CERTIFIED TO:
HINGHAM HOUSING AUTHORITY.
KELLEM & KELLEM, LLC.
SHAPIRO & GREENE, LLP, ATTORNEYS & CONVEYANCERS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 7(a), 7(b), 8, 9, 11(a), 13, 14, 16 & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 16, 2024.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL.



GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #49211

10-14-2024
DATE

2	REVISED PER CLIENT COMMENTS	-	R.J.K.	G.L.H.	10-14-2024
1	REVISED PER CLIENT COMMENTS & WETLAND FLAG LOCATION	C.W.	R.A.B.	G.L.H.	09-19-2024
No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE

FIELD DATE
08-16-2024
08-09-2024
FIELD BOOK NO.
24-06 MA
24-08 MA
FIELD BOOK PG.
19/141
FIELD CREW
J.S.A./B.S.B.
DRAWN:
R.A.B.
REVIEWED:
R.J.K.

ALTA/NSPS LAND TITLE SURVEY
HINGHAM HOUSING AUTHORITY
100 BEAL STREET
MAP 58, LOT 23
TOWN OF HINGHAM, PLYMOUTH COUNTY
COMMONWEALTH OF MASSACHUSETTS

WARREN, NJ 908-668-0099
MT LAUREL, NJ 609-857-2099
ALBANY, NY 518-217-5010
ROCHESTER, NY 585-250-1764
PHILADELPHIA, PA 800-668-1819
CHALFONT, PA 215-712-9888
HAUPPAUGE, NY 631-580-2645
MANHATTAN, NY 646-780-0411

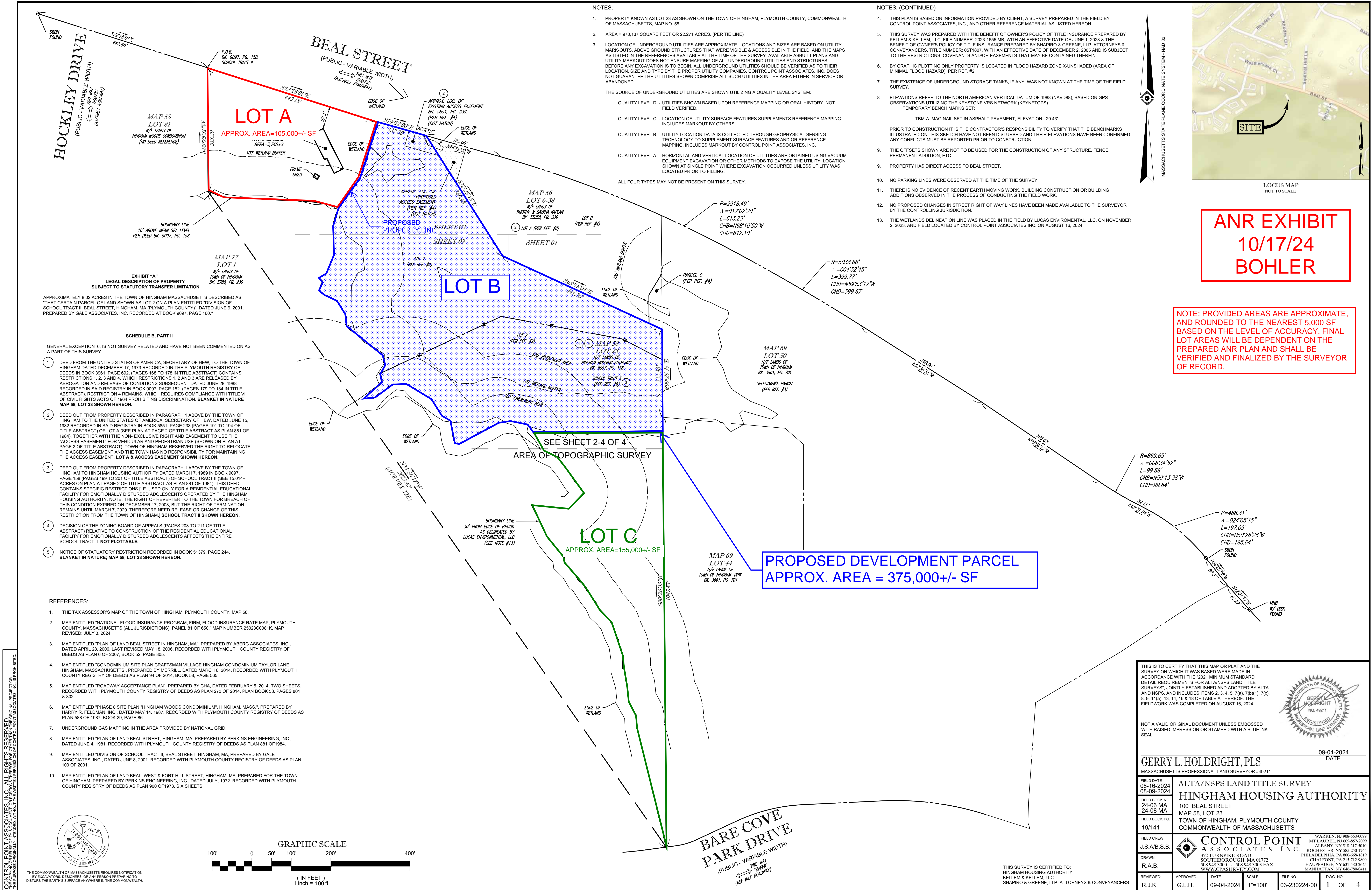
CONTROL POINT ASSOCIATES, INC.
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
508.948.3000 • 508.948.3003 FAX
WWW.CPASURVEY.COM

REVIEWED:	APPROVED:	DATE	SCALE	FILE NO.	DWG. NO.
R.J.K.	G.L.H.	09-04-2024	1"=30'	03-230224-00	4 OF 4



THE COMMONWEALTH OF MASSACHUSETTS REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.

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DUE DILIGENCE MEMORANDUM

TO: Massachusetts Housing Partnership
Attn: Laura F. Shufelt, Director of Community Assistance
160 Federal Street
Boston, MA 02110

FROM: Zachary Richards, PE
Angela Botto

Date: December 19, 2023

RE: Due Diligence Memorandum
100 Beal Street
Hingham, MA

1.0 INTRODUCTION

This memorandum summarizes due diligence findings and potential site constraints for the subject property identified as 100 Beal Street in Hingham for a proposed affordable housing development. This summary is based on an on-site investigation during November of 2023, property information available at the Town of Hingham, a wetland investigation and delineation conducted by Lucas Environmental, LLC (LE) during November of 2023, Geographic Information System (GIS), and online soil mapping information available at the time of this report.

Massachusetts Housing Partnership (MHP), in conjunction with the Hingham Housing Authority, is reviewing the feasibility of a proposed development located at 100 Beal Street in Hingham, MA (the "Site"). The Site is identified on the Town's assessor database as one parcel, located on Map 58, Block 0, Lot 23 and consists of approximately 15 acres. Based on our current understanding, the project would include the construction of a 30–50-unit, multi-family housing complex, consisting of 1-3 bedroom units (the "Project"). As part of this review, the developable area on site has been identified and is included as **Attachment A**, Development Area Exhibit. Based on a preliminary review of available utility information, existing utility infrastructure within Beal Street includes sewer, water, gas, and overhead electric and telecommunications services to serve the project.

2.0 SITE OVERVIEW

2.1 Existing Conditions

The Site consists of one parcel identified as Map 58, Block 0, Lot 23 in the Town of Hingham. The property is approximately 15.01 acres, and the property boundary is depicted in **Attachment B** which shows the aerial map of the property and the surrounding parcels. Additionally, **Attachment C**, shows the USGS topographical map of Hingham. The Site is bound by Beal Street to the north, Residence E zoned properties to the west, and Official & Open space zoned properties to the south and east. The site has frontage on Beal Street.

The Site is partially developed and contains a residential facility with Bay State Community Services. The facility has an existing driveway and utility connections, and accompanying parking lot in the northwest corner of the lot. It is assumed that the existing building and associated site features to remain as existing. The south west portion of the site is mostly vegetated with bordering wetlands, isolated wetlands a perennial stream, several dilapidated paved areas and access drives. Topography maps shows that site drains from high points in the center of the Site, to wetlands on the north, east and south of the Site. The elevation in Beal Street is generally 4-6 feet higher than the developable area, with localized mounds throughout. A LiDAR exhibit with approximate site topography has been included as **Attachment D** for reference.

The Natural Resource Conservation Service's (NRCS) Web Soil Survey has confirmed soil mapped as 110B - Canton-Chatfield-Rock outcrop complex, very stony, 262E - Quonset sandy loam, 52A - Freetown muck, and 659B - udorthents, gravelly. As the site and building design progresses, it is recommended soil testing be conducted to determine the soil properties in support of foundation and stormwater. The NRCS Web Soil Survey Reports have been included as **Attachment E** for reference.

2.2 Site Access

There is an existing driveway off Beal Street, providing access to the existing facility and parking lot area leading to the developable area identified for this affordable housing project. This existing driveway appears to be the only feasible access to the contemplated area for development due to wetland constraints, site frontage and the location of the existing facility. The driveway configuration should be further evaluated as design advances to ensure suitability for truck and emergency access.

3.0 ZONING

It is our understanding that the project may proceed under Massachusetts General Law Chapter 40B (M.G.L. c.40B), which would provide zoning relief. The Chapter 40B state statute was developed to enable local Zoning Boards of Appeal to approve affordable housing developments under flexible rules if at least 20-25% of the units are set to have long-term affordability restrictions. However, we have provided a zoning analysis herein to give context of typical dimensional requirements for a project in this zoning district currently.

Based on the Town of Hingham Zoning Map, dated April 2015, the site is zoned as Official and Open Space (OO). Per the Town of Hingham Zoning By-law, revised through April 25, 2023, the OO district does not allow multi-family dwellings by-right or through a special permit. See **Attachment F** for additional use regulations.

Table 1, below, outlines specific dimensional requirements in the OO District. See **Attachment F** for additional intensity of use regulations.

Table 1: Dimensional Requirements	
	Official & Open Space (OO)
Minimum Lot Area (sf)	None
Minimum Lot Frontage (ft)	20
Maximum Height (ft)	35
Minimum Lot Coverage (%)	10 (Building)*
Minimum Front Yard (ft)	40
Minimum Side Yard (ft)	40
Maximum Rear Yard (ft)	40
Parking spaces per dwelling units (space/unit)	2 [^]

**A minimum of 15% of the lot shall not be built upon, paved, or parked on. This area shall be maintained either in its natural state or landscaped. A 15' natural green strip is required along street frontage and can be included in this 15% area.*

[^]1.25 space/unit for Elderly Residential. 1 space/unit for Congregate or Assisted Living Facility.

It appears that the proposed addition of multi-family units to the existing Site will comply with the Site's minimum lot area, building height, frontage, front, side and rear setbacks in their current Zoning. It is anticipated that it will not comply with the OO district's use requirements, and will require rezoning, if the Chapter 40.B path is not pursued.

4.0 RESOURCE AREAS

4.1 Resource Area Evaluation

Massachusetts Department of Environmental Protection (MassDEP) Wetlands

Based on publicly available Geographic Information System (GIS) mapping from MassDEP, there are several portions of wetlands and riverfront area located on the site.

Lucas Environmental has flagged, evaluated and provided a detailed summary of the observed wetlands, included as **Attachment G**. The Town of Hingham has a 100-foot buffer, 50-foot no touch buffer along with the State of Massachusetts 100-foot buffer zone to wetland and riverfront area, requiring a Notice of Intent Application. The Commission may at its discretion allowed a proposed structure on a wall-type foundation, landscaping and driveways withing 100 to 50 feet of the Resource Area if sufficient mitigation is provided. No provided mitigation is sufficient to allow landscaping, driveways or a structure less than 50-feet from a Resource Area. The majority of identified wetlands are located towards the south and west property lines of the site. However, Wetland E is a very small wetland area, likely an isolated wetland, located near the existing parking lot, near the center of the Site. This area was previously delineated by others, and while it contains hydric soils, it is essentially devoid of vegetation and lacks hydrological indicators. It is arguably not a wetland resource area. Due to the location of the wetlands, it is anticipated a Notice of Intent will be required for the Project.

Federal Emergency Management Agency (FEMA) 100-Year Flood

The 100-year flood plain does not extend into the Site. Per the FEMA Community Maps, #250268, which was exported on November 10, 2023 there are no based flood elevations on site; therefore, riverine flooding is not anticipated to be a hinderance to a proposed development. A copy of these map is included in **Attachment H**.

MassWildlife's Natural Heritage & Endangered Species Program (NHESP) Certified Vernal Pools

Vernal pools are small bodies of water that provide habitat for distinctive plants and animals. Certified vernal pools are protected if they fall under the jurisdiction of the Massachusetts Wetlands Protection Act. Using publicly available Geographic Information System (GIS) mapping from MassDEP, there is a vernal pool present within the wetlands in southern section of the site. **Attachment G** is resource area exhibit showing the approximate location of the existing vernal pool and its associated 100' buffer area. The vernal pool is located well beyond the developable area and is not anticipated to impact the Project.

Secretary of Energy and Environmental Affairs (EEA) Areas of Critical Environmental Concern

Areas of Critical Environmental Concern (ACECs) are places in Massachusetts that receive special recognition because of the quality, uniqueness and significance of their natural and cultural resources. ACECs are general nominated at community level and are reviewed and designated by the state's EEA Secretary. **Attachment G** shows the extents of ACECs present along the southern section of the site. The presence of the ACEC generally requires stricter environmental review when it comes to new developments, and will need to be considered in the stormwater design and Notice of Intent.

5.0 UTILITY INFRASTRUCTURE

5.1 Sewer Service

5.1.1 Existing Sewer Service

The Hingham Sewer Commission, operates, and maintains the sewer systems within the vicinity of the Project Site, on Beal Street. There is an 8" PVC main within Beal Street along the project limits per record plans on file with the Town of Hingham Department of Public Works. See **Attachment I** for further details of the sewer infrastructure.

5.1.2 Proposed Sewer Connection

Based on the size of the main and the contemplated Project, it is anticipated that the existing sewer main would have capacity to serve the Project. It is recommended that the existing sewer main capacity be further reviewed with the Town as the Project advances. Due to the lower elevation across portions of the Site, as it relates to Beal Street, it is anticipated that a sewer pump station may be required to serve the Project. The sewer pump station would receive flows from the Project and pump discharge uphill to a sewer manhole adjacent to Beal Street where it could then flow by gravity via an 8" sewer service to the existing sewer main in the right-of-way. The proponent will need to provide sewer flow calculations based on the final unit count and coordinate with the Hingham Department of Public Works (DPW) and Hingham Sewer Commission to ensure the proposed system meets their standards and requirements.

5.2 Water Service

5.2.1 Existing Water Service

The Town of Hingham currently owns, operates, and maintains water distribution systems in the vicinity of the Project Site from the Weir River Reservoir. There is currently a 12" water main within the project limits of Beal Street per record plans on file at the Town of Hingham Department of Public Works. See **Attachment I** for further details of the water infrastructure.

5.2.2 Proposed Water Service

Bohler anticipates that the existing water main would have sufficient capacity to serve the Project. It is anticipated that the contemplated project will require a new water main extending from Beal Street, up the proposed access drive, approximately 700' to serve the proposed use. The proponent will need to provide both fire and domestic lines to the proposed development along with hydrants and valves along firetruck routes. Domestic and fire flow calculations based on the final unit count are to be provided and coordinate with the Hingham Department of Public Works (DPW), Weir River Water System, and Hingham Fire Department to ensure the proposed system meets their standards and requirements.

5.3 Storm Drainage System

5.3.1 Existing Storm Drainage System

There are storm drainage pipe systems within Beal Street, owned and operated by the Town of Hingham. There are currently several stormwater structures or BMP's located along the Beal Street R.O.W. These structures include catch basins which capture runoff from the roadway and convey it to the surrounding wetlands via a network of varying pipes (12" CMP, 12" HDPE, 12" RCP), and a headwall. The majority of the Site itself appears to drain to the wetland areas located to the south.

5.2.2 Proposed Storm Drainage System

The proposed development will result in increased impervious area and will require a stormwater management system to retain and infiltrate the additional stormwater runoff. The final size and scope of the stormwater management system will be dependent upon the final concept layout and amount of impervious area, and existing drainage patterns. The proposed stormwater management system will also need to be designed to comply with the Town of Hingham's requirements and standards. It is anticipated that required stormwater system will be provided on site via underground detention or infiltration system that will ultimately overflow to the existing wetlands.

5.4 Electrical Services

Within the vicinity of the Project, Hingham Municipal Lighting Plant is the electrical service provider. Based on the initial site observations and the Site survey there are existing utility poles with overhead electrical lines running along Beal Street. An updated survey is required to determine the existence of utility easements within the site vicinity. The development will need to be reviewed with the Hingham Municipal Lighting Plant to confirm that available services are adequate, or if any required infrastructure and related cost will be required to serve the project, and design requirements in relation to the possible easements present onsite. It is anticipated that the proposed development will need to be served by approximately 700± feet of utility poles and overhead wires or underground conduit, along the length of the access drive to serve the project.

5.5 Telecommunication Services

Within the vicinity of the Project, Xfinity, Verizon, T-Mobile, HughesNet and ViaSat are the telecommunication service providers. Based on the initial site observations there are existing utility poles with overhead telecommunication lines running along Beal Street. The proposed development will need to be reviewed with the private utility providers to confirm that available services are adequate, or if any required infrastructure and related cost will be required to serve the project. It is anticipated that the proposed development will need to be served by approximately 700± feet of utility poles and overhead wires or underground conduit, along the length of the access drive to serve the project.

5.6 Gas Services

Within the vicinity of the Project, National Grid is the gas service provider. It is anticipated that gas service can be extended from the existing gas main in Beal Street to serve the project needs. The development will require review with the private utility provider to confirm that available services and pressure are adequate, or if any required infrastructure and related cost will be required to serve the project. Should gas service be needed for this project, it is anticipated that the proposed development will need to be served by approximately 700± feet of underground gas lines, along the access drive.

6.0 Conclusion

The due diligence for the Site has identified appropriate site access, zoning restrictions, topography, and on-site wetlands to be the biggest challenges for development. The area of development would require an access drive adjacent to the existing building on-site with associated utility mains for water, electric, and gas (if required) extending from Beal Street. The existing curb cut may require redesign to ensure it can properly serve required truck and emergency vehicle access. Additionally, a majority of the Site appears to set at a lower elevation than Beal Street, which may result in the need for a sewer pump station in order to discharge effluent to the gravity sewer main in the right-of-way. Should Chapter 40B zoning relief, or rezoning of the parcels not be pursued, the use of the site per Hingham Zoning By-Laws would not allow the contemplated development. The bordering vegetated wetlands, isolated wetlands and perennial stream appears to be the biggest constraint for this development and constrain the developable area on the Site. It is recommended Wetland E be further evaluated before design progresses. Despite Wetland E, there is adequate area for the proposed housing development, but it is anticipated a Notice of Intent application would be required. Despite the site constraints, the contemplated Project would complement the surrounding housing developments and the Site provides opportunity for an attractive and secluded development with many adjacent walking trails.

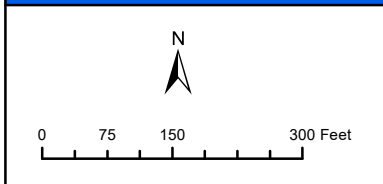
ATTACHMENTS

Attachment A – Development Area Exhibit
Attachment B – Aerial Exhibit
Attachment C – USGS Exhibit
Attachment D – LiDAR Exhibit
Attachment E – Soil Data and Exhibit
Attachment F – Hingham Zoning By-Law Excerpts
Attachment G – Wetland Letter and Resource Area Exhibits
Attachment H – FEMA Exhibit
Attachment I – Record Utility Plans
Attachment J – Site Photos

ATTACHMENT A:
DEVELOPMENT AREA EXHIBIT



Source: Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Executive Office of Environmental Affairs; USGS Color Ortho Imagery - 15cm (2021)



Development Area Exhibit

100 Beal Street
Hingham, MA
December 20, 2023

BOHLER //

ATTACHMENT B:
AERIAL EXHIBIT



AERIAL FIGURE

100 BEAL STREET
HINGHAM, MA

PREPARED BY

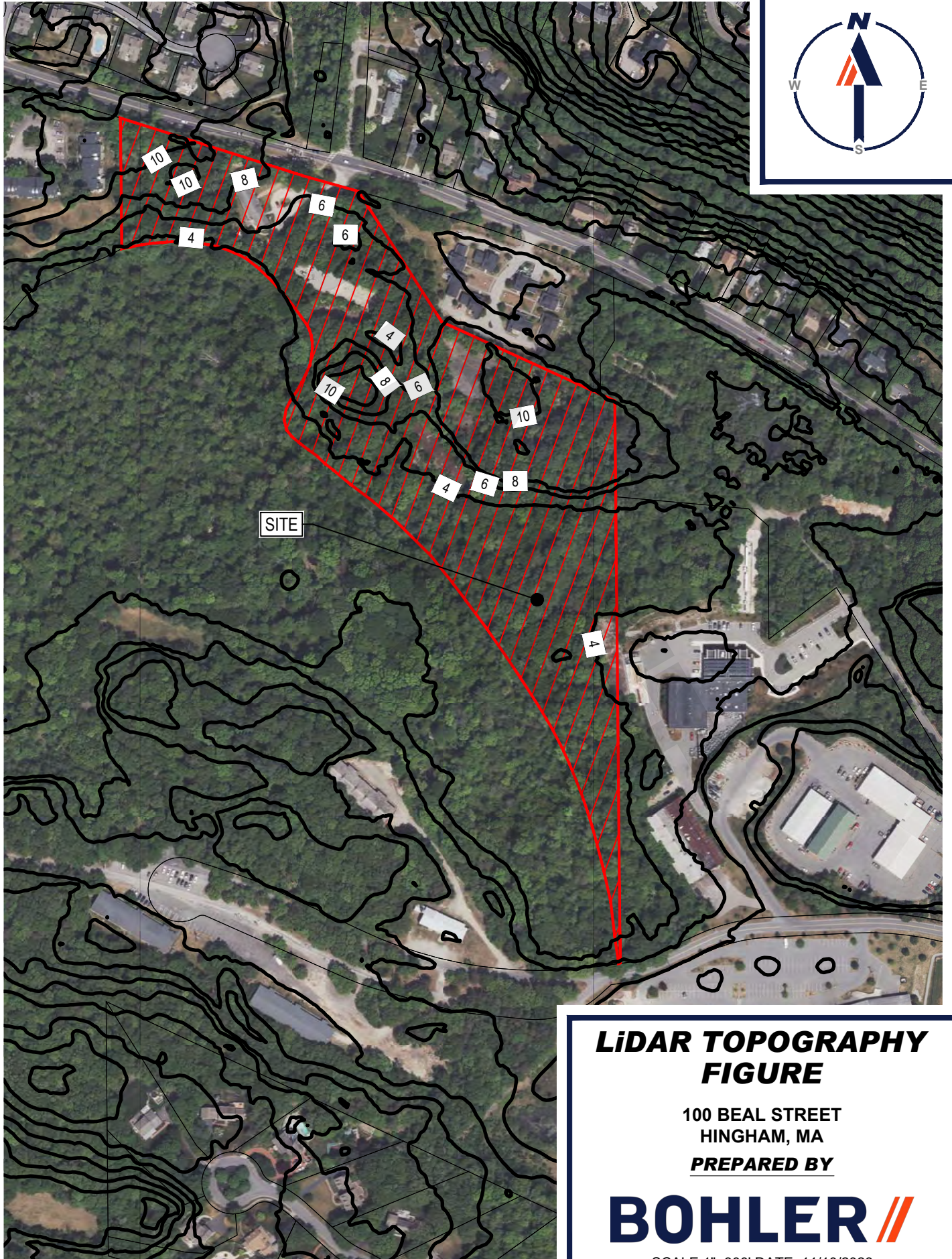
BOHLER //

SCALE: 1"=300' DATE: 11/10/2023

ATTACHMENT C:

USGS EXHIBIT

ATTACHMENT D: LIDAR EXHIBIT



LiDAR TOPOGRAPHY FIGURE

**100 BEAL STREET
HINGHAM, MA**

PREPARED BY

BOHLER //

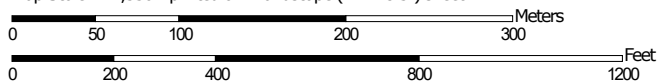
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ATTACHMENT E:
SOIL DATA AND EXHIBIT

Hydrologic Soil Group—Plymouth County, Massachusetts



Map Scale: 1:4,530 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

11/10/2023
Page 1 of 4


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils


Soil Rating Polygons

 A

 A/D

 B

 B/D

 C

 C/D

 D

 Not rated or not available

Soil Rating Lines

 A

 A/D

 B

 B/D

 C

 C/D

 D

 Not rated or not available

Soil Rating Points

 A

 A/D


 B

 B/D


 C

 C/D

 D


 Not rated or not available

Water Features

 Streams and Canals


Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Plymouth County, Massachusetts

Survey Area Data: Version 16, Sep 10, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 22, 2022—Jun 5, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
7A	Rainberry coarse sand, 0 to 3 percent slopes, sanded surface	A/D	1.0	1.1%
52A	Freetown muck, 0 to 1 percent slopes	B/D	21.1	21.8%
53A	Freetown muck, ponded, 0 to 1 percent slopes	B/D	2.7	2.8%
110B	Canton-Chatfield-Rock outcrop complex, 0 to 8 percent slopes, very stony	B	3.3	3.4%
262C	Quonset sandy loam, 8 to 15 percent slopes	A	4.3	4.4%
262E	Quonset sandy loam, 15 to 35 percent slopes	A	1.9	1.9%
305E	Paxton fine sandy loam, 25 to 35 percent slopes	C	8.4	8.7%
340C	Broadbrook very fine sandy loam, 8 to 15 percent slopes	C	11.5	11.9%
341B	Broadbrook very fine sandy loam, 3 to 8 percent slopes, very stony	C	9.6	10.0%
420C	Canton fine sandy loam, 8 to 15 percent slopes	B	0.0	0.0%
656B	Udorthents - Urban land complex, 0 to 8 percent slopes	B	2.6	2.7%
659B	Udorthents, 0 to 8 percent slopes, gravelly	B	30.4	31.4%
Totals for Area of Interest			96.9	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

ATTACHMENT F:
HINGHAM ZONING BY-LAW
EXCERPTS

SECTION III.

Use Regulations

III-A. Schedule of Uses

1. No building, structure, or land shall be used for any purpose or in any manner other than as set forth in the Schedule of Uses, Section III-A of this By-Law. The symbols "P", "A", and "O" as therein used having the following application:

- P - Use permitted
- A1 - Use allowed under a Special Permit by the Board of Appeals as provided in Section I-H
- A2 - Use allowed under a Special Permit by the Board of Appeals as provided in Section I-H and subject to Site Plan Review by the Planning Board as provided in Section I-I
- O - Use prohibited

2. Permitted uses and uses allowed by the Board of Appeals shall be in conformity with all dimensional requirements, off-street parking requirements, and all other applicable requirements of this By-Law. Allowed uses for projects authorized by a Mixed-Use Special Permit under Section IV-G are set forth in Section IV-G.
3. In accordance with Massachusetts General Laws Chapter 94G, Section 3(a)(2), all types of marijuana establishments, as defined in Massachusetts General Laws Chapter 94G, Section 1 and as may otherwise be defined by Massachusetts law or regulation, including, without limitation, all marijuana cultivators, marijuana testing facilities, marijuana product manufacturers, marijuana retailers, on-site consumption of marijuana, and any other types of licensed marijuana-related businesses, as well as businesses dealing in marijuana accessories, and the conducting of any such activity for commercial purposes by whatever name used, shall be prohibited within the Town of Hingham. This prohibition shall not be construed to prohibit Registered Marijuana Dispensaries to the extent permitted under this Zoning By-Law.

III-B. Special Conditions to Schedule of Uses

Special conditions shall apply as shown in Section III-A to such uses as are designated therein as being subject to one or more of the following special conditions:

1. The minimum lot size on which such use will be permitted shall be 2 acres. All buildings not used for residence shall be placed a minimum of 40 feet from the front, side and rear lot lines.
2. No part of such use shall be located within 1,000 feet of any residence district.
3. All setback requirements of the district in which the use subject to this special condition is located shall prevail and, in addition, no filling pump or any structure may be located within 25 feet of a property line or public way. A minimum of 1,000 square feet of paved area shall be provided for each filling pump. No more than two driveways of 26 foot width each shall be permitted per street. Curbing shall be installed along each line except at driveways.
4. No dwelling unit shall be leased or rented for a period of less than 30 consecutive days.

5. For properties zoned Industrial Park or Office Park that are included in the South Hingham Development Overlay District, refer to Section III-E, South Hingham Development Overlay District, for additional information regarding uses and dimensional criteria.
6. Subject to issuance of a temporary permit by the Building Commissioner pursuant to published regulations establishing hours of operation, size of lot, number and location of parking spaces, lighting, access and signage.
7. For parcels zoned Business A included in the Downtown Hingham Overlay District, refer to Section III-G, Downtown Hingham Overlay District, for additional information regarding permitted and prohibited uses and Design Review. Leased parking for Commercial/Residential Buildings is permitted only in conjunction with a Special Permit A2 for a Commercial/Residential Building and subject to the requirements of Section III-G, 7.a.
8. The following uses shall be allowed as of right to the extent required by M.G.L. c.40A, §3 but shall be subject to Site Plan Review in accordance with Section I-I of this By-Law, provided that the requirements of Section I-I may only be applied to such uses in a manner consistent with the provisions of M.G.L. c.40A, §3.
 - a. The uses set forth in Section III-A, subsections 2.1, 2.3, 4.5, 4.6 and 4.7.
 - b. To the extent included within the uses listed in Section III-A, subsections 3.1 through 3.4, inclusive of the use of land or structures for religious purposes or for educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation, and the use of land or structures, or the expansion of existing structures, for the primary, accessory or incidental purpose of operating a child care facility, all as set forth in M.G.L. c.40A, §3. Site Plan Review of these uses shall be limited to reasonable regulations concerning the bulk and height of structures, and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements, or such other matters which may be subject to regulation under M.G.L. c.40A, §3 as the same may be amended from time to time.
9. Registered Marijuana Dispensaries shall be allowed by Special Permit A2, subject to Section V-H, only for properties zoned Industrial Park or Office Park which are located in the South Hingham Development Overlay District.

III-A SCHEDULE OF USES

DISTRICTS

LEGEND

R=Residence B=Business OP= Office Park WB=Waterfront Business WR=Waterfront Recreation
 I=Industrial IP=Industrial Park LIP=Limited Industrial Park BR=Business Recreation OO=Official and Open Space

READ DOWN USING HEADINGS AT THE TOP OF THE PAGE

Residence					Business		Office Park*	Waterfront Business	Waterfront Recreation	Industrial	Industrial Park*	Limited Industrial Park	Business Recreation	Official and Open Space
A	B	C	D	E	A**	B								
1. RESIDENTIAL, subject to Special Condition 4 of Section III-B														
1.1 Single-Family Dwelling, together with such accessory buildings and structures as are customarily incidental thereto.														
P	P	P	O	P	O	O	O	O	O	O	O	O	O	O
1.2 Alteration and conversion of a Single-Family Dwelling containing at least 6 rooms exclusive of hall and bathroom existing prior to March 10, 1941, to accommodate not more than two families, provided that the exterior design of the structure is not changed from the character of a Single-Family Dwelling.														
A1	A1	A1	A1	A1	A1	A1	O	O	O	O	O	O	O	O
1.3 House trailer or mobile home, if approved by the Board of Health. The required authorization by the Board of Appeals may be granted for a period of not more than six months and shall be subject to renewal for only one additional six-month period.														
A1	A1	A1	A1	O	O	O	O	O	O	O	O	O	O	O
1.4 Apartment House, subject to the provisions of IV-E, Multi-Unit Development.														
O	O	O	O	O	A2	A2	O	O	O	O	O	O	O	O
1.5 Buildings containing multiple dwelling units, and community and other buildings accessory thereto, constructed and operated pursuant to the provisions of Section 38, 39, 40, and 41 of Chapter 121B of the Massachusetts General Laws, providing housing for elderly persons of low income, or constructed and operated pursuant to the provisions of Sections 25-32 of Chapter 121B of the Massachusetts General Laws, providing housing for persons of low and moderate income, subject to the provisions of IV-E, Multi-Unit Development. This use shall be exempt from subsection 4 of Section IV-C.														
A2	O	O	A2	A2	A2	A2	O	O	O	O	O	O	O	O
1.6 Town House – Not less than four nor more than ten connected dwelling units, subject to the provisions of IV-E, Multi-Unit Development.														
O	O	O	A2	A2	O	O	O	O	O	O	O	O	O	O

SECTION IV.

Intensity Regulations

IV-A. Schedule of Dimensional Requirements

No lot shall be created or subdivided and no building or structure shall be built, enlarged or located in such manner as does not conform to the requirements set forth in Sections IV-A, IV-B and IV-C of this By-Law.

minimum lot size		maximum height		maximum percentage which may be covered by all buildings	minimum yard dimensions			special requirements applicable to each district
area	frontage	feet	stories		front	side	rear	
RESIDENCE DISTRICT A								
20,000 sq. ft.	125'	35'	2½		25'	15'	15'	6, 9, 10, 13, 16
RESIDENCE DISTRICT B								
30,000 sq. ft.	150'	35'	2½		35'	20'	20'	6, 9, 13, 16
RESIDENCE DISTRICT C								
40,000 sq. ft.	150'	35'	2½		50'	20'	20'	6, 9, 13, 16
FLEXIBLE RESIDENTIAL DEVELOPMENT IN RESIDENCE DISTRICTS A THROUGH C								
All dimensional requirements for projects in Residence Districts A through C authorized by a Flexible Residential Development Special Permit under Section IV-D are set forth in Section IV-D.								
TOWN HOUSE IN RESIDENCE DISTRICT D								
5,000* sq. ft.	30' per dwelling unit	35'	2½	20%	50'	20'	20'	6, 9, 10, 11, 12, 16
*Per dwelling unit of one bedroom. For each additional bedroom, an additional 1,000 square feet of lot area is required.								
RESIDENCE DISTRICT E								
30,000 sq. ft.	150'	35'	2½		35'	20'	20'	6, 9, 10, 16

minimum lot size		maximum height		maximum percentage which may be covered by all buildings	minimum yard dimensions			special requirements applicable to each district
area	frontage	feet	stories		front	side	rear	
RETAIL GROUP IN INDUSTRIAL DISTRICT								
5 acres	300'	30'		30% / floor area ratio 0.60	40'	30'	30'	1, 2, 3, 4, 6, 7, 8
INDUSTRIAL PARK DISTRICT								
2 acres	250'	40'		40% / floor area ratio 0.35 permitted; 0.45 allowed by Special Permit A2	35'	35'	50'	1, 2, 3, 6, 14
RETAIL GROUP IN INDUSTRIAL PARK DISTRICT								
15 acres	500'	30'		20%	50'	50'	50'	1, 3, 4, 5, 6, 7, 8, 14
OFFICE PARK DISTRICT								
5 acres	200'	35'		Floor area Ratio of 0.15	100'	50'	50'	5, 6, 14
LIMITED INDUSTRIAL PARK DISTRICT								
2 acres	250'		30' not to exceed 2 stories	30% / floor area ratio of 0.35	35'	35'	50'	1, 2, 3, 6
OFFICIAL AND OPEN SPACE DISTRICT								
	20'	35'		10%	40'	40'	40'	1, 2, 5, 6, 15

IV-B. Special Requirements to Schedule of Dimensional Requirements

1. No building, structure, parking area or septic system shall be constructed within 100' of a residence district, except where the zoning district boundary is in a street, in which case the setback from said boundary shall be 50'. A natural or landscaped vegetative barrier as approved under Site Plan Review shall be retained or created and maintained within this setback.
2. A minimum of 15% of the area of each lot shall not be built upon, paved or parked upon, and shall be maintained either in its natural state or landscaped. Along the entire street frontage of each lot a green or landscaped strip not less than 15' wide shall be maintained in its natural state or landscaped with grass, trees and shrubs, not paved except for driveways, not parked upon and not built upon except for signs. The required 15% may include the 15' green strip.
3. Any yard space or area required to be kept open and unbuilt upon may, nevertheless, if otherwise lawful, be used for off-street automobile parking, or for outdoor storage of packaged articles, packaged supplies or packaged materials, provided any such outdoor storage space shall be effectively screened from view by some substantial means such as an ornamental wall an ornamental lattice or a dense planting. A green strip not less than thirty (30) feet wide on which to grow grass, bushes, flowers or trees, shall be maintained open and green, unbuilt upon, unused and unpaved and not parked upon, all along each side or rear property line of such a lot wherever it abuts land residentially zoned.
4. Frontage specified shall be the minimum width to a depth of 200'.
5. A green yard space not less than twenty (20) feet wide shall be maintained open and green with grass, bushes, flowers or trees or any combination of them, along the entire length of each side lot line or rear lot line of such a lot and (except for entrance and exit driveways) along the entire street frontage of such lot, and such yard space shall not be built on nor paved nor used for automobile parking. Not less than 80% of the land area of such a lot shall remain open and unbuilt on, but such open space may be used for automobile off-street parking, driveways, sidewalks and store service yards, except that such use shall not be permitted in any part of the 20' wide green perimeter strip above specified. Notwithstanding the foregoing, a green yard space not less than fifty (50) feet wide shall be maintained open and green with grass, bushes, flowers, trees, or in an undisturbed natural condition, or any combination of the foregoing, along the entire length of each side lot line and rear lot line of such lot where such side lot line or rear lot line abuts a Residence A or Residence B or Residence C District.
6. Site Plan Review to the extent required pursuant to Section I-I.
7. Each free standing structure, regardless of use, shall be not less than 1500 sq. feet lot coverage gross horizontal dimension. Each structure may be divided into street floor retail occupancy units not smaller than 750 sq. feet each, or into business, professional or personal service occupancy units not smaller than 350 sq. feet each.
8. No more than two driveways of 26' width each shall be permitted on the total street frontage of each retail store group.
9. In all residence districts and Business District A, the front setback may be as near the street as the average of the buildings or structures in the adjoining lots. For a vacant lot, the front setback line shall be the minimum front setback required in the district.

10. In the case of land used for housing the elderly persons of low income, or persons of low and moderate income, pursuant to the provisions of Section III-A, 1.5, the following provisions shall apply:
 - a. There shall be no less than three thousand (3,000) square feet of lot area per dwelling unit.
 - b. No more than forty percent (40%) of the lot area shall be occupied by the buildings.
 - c. A green yard space, no less than twenty (20) feet wide, shall be maintained open and green with grass, bushes, flowers, or trees, or any combination thereof, along the entire length of each side lot line and rear lot line and (except for driveways) along the entire street frontage, and such green yard space shall not be built upon nor paved nor used for storage or for vehicle parking, but signs and fences not otherwise prohibited by law may be erected and maintained thereon.
 - d. There shall be a minimum distance of thirty (30) feet between all buildings on such land.
 - e. There shall be reserved sufficient areas to provide parking spaces for vehicles at the rate of one such space per dwelling unit. So much of said area or areas shall be paved as may be deemed necessary by the Board of Appeals. In making such determination, the Board of Appeals shall give due consideration to the location of the land, the probable number of vehicles parking thereon, the probable age, economic resources, and parking requirements of the occupants of such dwelling units, and such other factors as said Board may deem pertinent in each case. From time to time the Board of Appeals may, upon the petition of the Select Board, the Building Commissioner or the Planning Board, and after notice and hearing as provided by subsection 3 of Section I-D, determine the necessity for additional paving of such reserved area or areas and may order additional paving in accordance with such determination.
11. No side yard is required where a dwelling unit shares a party wall with a building constructed at the same time.
12. Not over 20% of the required minimum lot area may be met by land in the Floodplain Protection Overlay District.
13. No portion of the minimum lot area may be met by land that is:
 - a. Wetlands as defined by Massachusetts General Laws Chapter 131, Section 40, the Wetlands Protection Act;
 - b. Wetlands as defined by the Town of Hingham's Wetlands Protection By-Law;
 - c. Land subject to flooding as defined by Massachusetts General Laws Chapter 131, Section 40, the Wetlands Protection Act; or
 - d. Land within the Floodplain Protection Overlay District as defined by Section III-C of the Zoning By-Law of the Town of Hingham.

In addition, the required minimum lot area shall be contiguous.

14. Properties zoned Industrial Park or Office Park and contained within the South Hingham Development Overlay District are subject to the intensity regulations set forth in Section III-E, South Hingham Development Overlay District.
15. Contiguous parcels separately deeded to the Town shall be considered a single parcel in application of minimum yard dimensions.
16. In no event shall the Height of any residential Building be higher than thirty-five (35) feet measured from Grade Plane, and in no event shall the highest roof surface, peak or parapet be more than forty (40) feet above Finished Grade where it intersects the perimeter wall at any point. See also the Building Height Diagram in Annex "A".

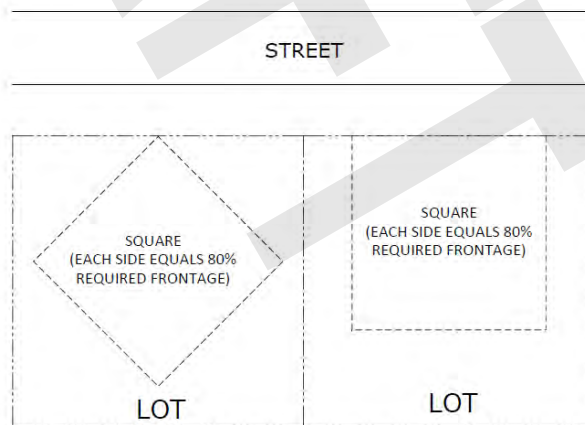
IV-C. General Intensity Provisions

1. Frontage

Lot frontage in all districts shall be measured at the street line, except that frontage shall be measured at the front setback line if the street is an arc of a curve with a radius of two hundred (200) feet or less. For this purpose, the setback line shall be the minimum front setback required in that district.

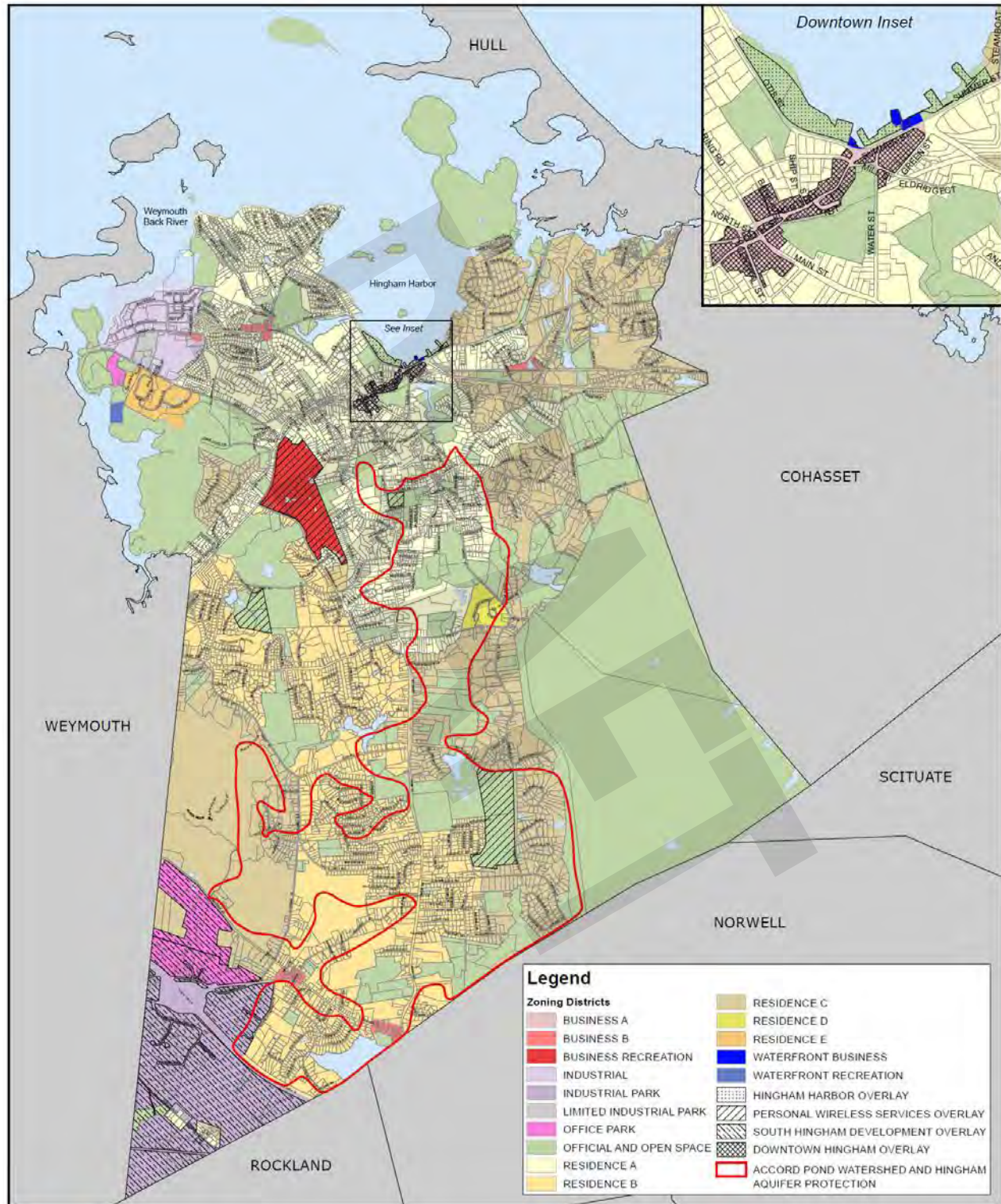
2. Lot Shape

- a. In addition to the required frontage and area, each lot shall be laid out so that a square with each side equal to eighty (80) percent of the required frontage for the zoning district in which it is located can be placed within the lot lines with at least one point on the front lot line.



- b. In addition, at no point between the front lot line or primary front lot line and the front wall of the principal structure shall the lot have a width of less than eighty (80) percent of the required frontage. Lot width is the horizontal distance between side lot lines, measured parallel to the lot frontage.

Hingham Massachusetts Zoning Parts A and C



0 0.5 1 2 3 4 Miles

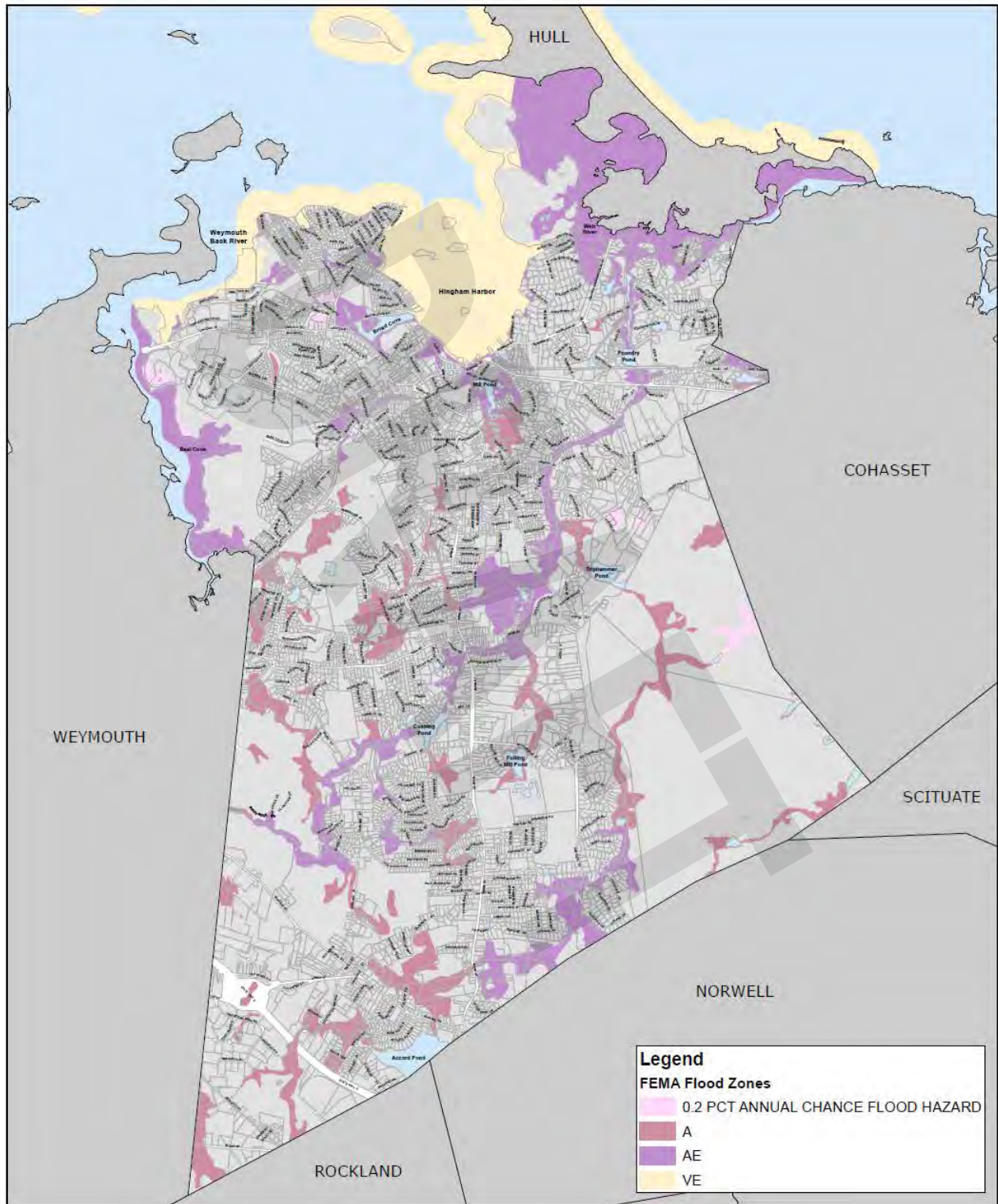
Data from the Office of Geographic Information (MassGIS), Commonwealth of Massachusetts, MassIT and the Town of Hingham.
April 2019



The Town of Hingham makes no warranty or guarantee of the accuracy of the maps nor assumes responsibility for any errors or inaccuracies in these maps. The Town also takes no responsibility for any decision(s) made or action(s) taken as a result of reliance on these maps. The use of these maps is at the users' own risk.

Hingham Massachusetts

Zoning Part B Floodplain Protection Overlay District



0 0.5 1 2 3 4 Miles

Data from the Office of Geographic Information (MassGIS), Commonwealth of Massachusetts, MassIT and the Town of Hingham.
May 2021



The Town of Hingham makes no warranty or guarantee of the accuracy of the maps nor assumes responsibility for any errors or inaccuracies in these maps. The Town also takes no responsibility for any decision(s) made or action(s) taken as a result of reliance on these maps. The use of these maps is at the users' own risk. Flood zone designations are based on 2012 and 2021 Flood Insurance Rate Maps issued by FEMA and revised by Letters of Map Revision effective August 14, 2015, September 8, 2017, and December 13, 2017 for the administration of the National Flood Insurance Program.

minimum lot size		maximum height		maximum percentage which may be covered by all buildings	minimum yard dimensions			special requirements applicable to each district
area	frontage	feet	stories		front	side	rear	
BUSINESS DISTRICT A								
	20'		3		10'			6, 9, 10
BUSINESS DISTRICT B								
	100'		3	25%	40'	25'	25'	2, 3, 6, 10
BUSINESS RECREATION DISTRICT								
10,000 sq. ft.	150'		2½	25%	40'	25'	25'	6, 2
WATERFRONT BUSINESS DISTRICT *								
10,000 sq. ft.	100'	20'		25%	40'	25'	10'	6
*For Waterfront Business District, yard dimensions are measured as follows:	Front: Side: Rear:	40 feet – measured horizontally at right angles to the sideline of the public way. 25 feet – of which a yard space not less than 5 feet wide shall be maintained opened and not parked upon, including parking overhang, along the entire length of each side lot line. Where adjacent property is below the mean high water line, the rear yard limitation shall apply, even if the adjacent property is subsequently filled to raise it above the mean high waterline. 10 feet measured horizontally from the shoreline which shall be maintained open and not parked upon along the entire length of the rear lot line.						
WATERFRONT RECREATION DISTRICT								
3 acres	150'	35'	3	20%	40'	25'	40'	5, 6
INDUSTRIAL DISTRICT								
80,000 sq. ft.	200'		3	40% / floor area ratio of 0.35 permitted; 0.50 allowed by Special Permit A2	40'	25'	25'	1, 3, 6
MIXED-USE PROJECT IN INDUSTRIAL DISTRICT								
All dimensional requirements for projects in the Industrial District authorized by a Mixed-Use Special Permit under Section IV-G are set forth in Section IV-G.								

ATTACHMENT G:
WETLAND LETTER AND
RESOURCE AREA EXHIBITS



500A Washington Street, Quincy, MA 02169

December 7, 2023

Bohler Engineering, Inc.
Attn: Angela Botto
45 Franklin Street, 5th Floor
Boston, MA 02110

Re: Wetland Summary Letter
100 Beal Street
Hingham, MA 02043

Dear Ms. Botto,

Professional Wetland Scientists (PWS) from Lucas Environmental, LLC (LE) conducted a site investigation on November 2, 2023 to determine if wetland resources were present at the property located at 100 Beal Street in Hingham, Massachusetts. Please note that this effort is specific to wetland resources; it does not evaluate constraints related to local planning or zoning requirements, historical or cultural significance, nor does it evaluate the potential for soil, air, or water contamination.

The wetland investigation was performed in accordance with the Massachusetts Wetlands Protection Act (M.G.L. Ch. 131, § 40) and regulations (310 CMR 10.00 *et seq.*); Section 404 of the Clean Water Act (33 U.S.C. 1344); Massachusetts Department of Environmental Protection (MassDEP) publication "Massachusetts Handbook for Delineation of Bordering Vegetated Wetlands (2022); and the U.S. Army Corp of Engineers (USACE) Wetland Delineation Manual (1987); the Northcentral and Northeast Regional Supplement (2012); and the Town of Hingham Wetlands Protection Bylaw (Article 22) and Wetland Regulations.

The site investigation was limited to wetland areas within 100 feet and perennial streams within 200 feet of the site property (the "Study Area").

The following data sources were examined prior to the site investigation:

- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps;
- United States Geological Survey (USGS) Topographic Quadrangle;
- USGS National Map Hydrography Datalayer;
- MassGIS MassDEP Wetland and Hydrography Datalayers;
- MassGIS Natural Heritage Atlas Datalayers; and
- United States Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) Soil Survey.

1.0 EXISTING CONDITIONS

The property, located at 100 Beal Street, includes an apartment building and associated parking area and driveways located at the northwest end of the property, with the remainder of the approximately 15-acre parcel consisting of forested uplands and wetlands. The property is bound by Beal Street and residential development to the north, residential development to the northwest, the Hingham Municipal Lighting Plant to the east, and undeveloped land of Bare Cove Park to the south and southwest. An unnamed perennial stream is mapped on the current USGS Topographic Map (Weymouth Quadrangle, 2021) along the southwest property line and then flows north and west to Beal Cove.

A review of the current MassGIS data layer for the Massachusetts Natural Heritage Atlas (effective August 1, 2021) under the Natural Heritage and Endangered Species Program (NHESP) indicates that the Study Area is not located within Priority Habitat of Rare Species or within Estimated Habitat of Rare Wildlife. A Certified Vernal Pool (CVP #3588) is mapped near the extreme southeast corner of the property.

Portions of the southern and eastern areas of the property are located within the Weymouth Back River Area of Critical Environmental Concern (ACEC), and the streams and wetlands within and draining to the ACEC are mapped as Outstanding Resource Waters (ORW). No MassDEP Wellhead Protection Areas or Watershed Protection Areas are mapped within the Study Area.

According to the July 17, 2012, FEMA Flood Insurance Rate Map (FIRM) for Plymouth County, Massachusetts, Map Number 25023C0081J, the entire Study Area is located in Zone X, Area of Minimal Flood Hazard, which is classified as areas outside the 0.2% annual chance floodplain (500-year floodplain). Therefore, Bordering Land Subject to Flooding (BLSF) is presumed not to be present within the Study Area.

2.0 ENVIRONMENTAL RESOURCE AREAS

Wetland resource areas observed within and near the Study Area include Inland Bank, Bordering Vegetated Wetlands (BVW), Land Under Water Bodies and Waterways (LUWW), and Riverfront Area (RFA). Three (3) Isolated Vegetated Wetlands (IVW) are also present within the Study Area. IVWs are not regulated under the WPA unless the wetland meets the size and volume requirement to be regulated as Isolated Land Subject to Flooding (ILSF). Although calculations were not performed, it does not appear that the IVW's within the Study Area meet the criteria to be regulated as ILSF under the WPA; however, the volume requirement under the Bylaw (one-sixteenth acre-foot) is less than under the WPA (one-quarter acre-foot). IVWs are regulated under the Bylaw. Under the Wetlands Protection Act (WPA) and Bylaw, the 100-Foot Buffer Zone associated with Bank and BVW extends into portions of the Study Area. The 200-Foot Riverfront Area associated with the unnamed perennial stream also extends into the Study Area.

A sub-meter survey of the delineation was completed on November 4, 2023 using a hand held Trimble GPS unit. An ESRI shapefile of wetland boundary locations compatible with ESRI ArcGIS 9.0+, NAD 83 Massachusetts State Plane, US feet, was prepared and provided to Bohler Engineering. The attached Figure 1 – Wetland Delineation Map identifies the location of the delineated resource areas.

2.1 Inland Bank – WPA & Bylaw

Section 310 CMR 10.54 of the WPA defines a Bank as *the portion of the land surface which normally abuts and confines a water body. It occurs between a water body and a vegetated bordering wetland and adjacent flood plain, or, in the absence of these, it occurs between a water body and an upland. The upper boundary of a Bank is the first observable break in the slope or the mean annual flood level, whichever is lower. The lower boundary of a Bank is the mean annual low flow level.* The delineated Bank of the perennial stream is described below. The Bylaw does not include any further definition of Bank.

2.2 Bordering Vegetated Wetlands – WPA & Bylaw

Section 310 CMR 10.55 of the WPA defines BVW as *“freshwater wetlands which border on creeks, rivers, streams, ponds and lakes. The types of freshwater wetlands are wet meadows, marshes, swamps and bogs. Bordering Vegetated Wetlands are areas where the soils are saturated and/or inundated such that they support a predominance of wetland indicator plants. The boundary of Bordering Vegetated Wetlands is the line within which 50% or more of the vegetational community consists of wetland indicator plants and saturated or inundated conditions exist...”* The delineated areas of BVW are described below. The Bylaw definition of Vegetated Wetlands is similar; however, it also includes IVW.

2.3 Land Under Water Bodies and Waterways – WPA & Bylaw

Section 310 CMR 10.56 of the WPA defines LUWW as *the land beneath any creek, river, stream, pond or lake. Said land may be composed of organic muck or peat, fine sediments, rocks or bedrock. The physical characteristics and location of Land Under Water Bodies and Waterways specified in 310 CMR 10.56(2)(a) are critical to the protection of the interests specified in 310 CMR 10.56(1). The boundary of Land Under Water Bodies and Waterways is the mean annual low water level.* This resource area is located below the lower edge of Bank or the Mean Annual High Water (MAHW) line of the perennial stream, therefore it is not field delineated. The Bylaw does not include any further definition of LUWW relative to rivers or streams.

2.4 Riverfront Area – WPA & Bylaw

Under Section 310 CMR 10.58 of the WPA, the Riverfront Area is *the area of land between a river's mean annual high-water line measured horizontally (outward from the river and a parallel line located 200 feet away). The riverfront area may include or overlap other resource areas or their buffer zones. The riverfront area does not have a buffer zone.* Furthermore, the MAHW line is *the line that is apparent from visible markings or changes in the character of soils or vegetation due to the prolonged presence of water and that distinguishes between predominantly aquatic and predominantly terrestrial land. Field indicators of bankfull conditions shall be used to determine the mean annual high-water line. Bankfull field indicators include but are not limited to: changes in slope, changes in vegetation, stain lines, top of pointbars, changes in bank materials, or bank undercuts.* The unnamed stream is depicted as perennial on the most recent USGS mapping (Weymouth, MA Quadrangle, 2021). Therefore the 200-Foot Riverfront Area extends landward from the MAHW line, which is coincident with the Inland Bank described below as Stream 1. The Bylaw definition of Riverfront Area is the same as the WPA.

However, Section 21.1(4) of the Regulations states: “*Notwithstanding any provisions of 310 CMR 10.58, the Commission shall presume that the mean annual high water line of a non-tidal river is coincident with the outer (landmost) boundary of any Bordering Vegetated Wetland (as defined in these regulations) that may be adjacent to the river. This presumption may be overcome upon a clear showing that the mean annual high water line is closer to the river. Such evidence may include hydrological measurements and calculations prepared by a registered professional engineer and/or hydrologist, and/or stream flow stage data from U.S. Geological Survey stream gauges and survey. For non-tidal rivers lacking any Bordering Vegetated Wetland, the inner boundary of the 200-foot Riverfront Area shall be the top of Inland Bank as determined by the first observable break in slope or the mean annual flood level, whichever is lower.*” The delineated MAHW line has been appropriately identified and delineated within the limits of the BVW.

2.5 Resource Area Descriptions

The following sections describe the delineated resources (BVW, Bank, and Bylaw regulated IVW) that were identified. BVW Determination Forms were completed and are included with this letter.

Stream 1 – Unnamed Perennial Stream

The unnamed perennial stream flows northwest generally along the western property line, then westerly away from the Study Area into Beal Cove. The Banks/MAHW line of the northern/eastern streambank was field delineated with blue survey flagging numbered sequentially from BF1-1 to BF1-38 and BF1-100 to BF1-123. Vegetation growing along the stream includes red maple (*Acer rubrum*), sweet pepperbush (*Clethra alnifolia*), northern arrowwood (*Viburnum recognitum*), silky dogwood (*Cornus amomum*), northern spicebush (*Lindera benzoin*), and skunk cabbage (*Symplocarpus foetidus*).

The MAHW line was delineated based on evidence of bankfull conditions and coincides with Inland Bank. The Bank along the stream is generally well defined, except between flags BF1-23 to BF1-38, where bank full conditions extend east into a large, flooded swamp. The stream varies in width from approximately eight to fifteen feet and observed depths were approximately six to ten inches. The stream bed consists largely of muck and fine sediments.

Wetland A – BVW

Wetland A is a red maple swamp Palustrine Forested Wetland (PFO) bordering on Stream 1. The wetland is delineated with pink survey tape numbered sequentially with flag series WFA-1 to WFA-100. Common vegetation within this wetland includes red maple, northern spicebush, glossy buckthorn (*Frangula alnus*), willows (*Salix sp.*), highbush blueberry (*Vaccinium corymbosum*), green ash (*Fraxinus pennsylvanica*), sweet pepperbush, northern arrowwood, common greenbrier (*Smilax rotundifolia*), meadowsweet (*Spiraea alba*), tussock sedge (*Carex stricta*), sensitive fern (*Onoclea sensibilis*), royal fern (*Osmunda regalis*), multiflora rose (*Rosa multiflora*), and skunk cabbage.

The wetland/upland boundary is generally located along a variable topographic break with several areas of broader transitional zones. Wetland soils consist of deep organic soil (histosol). Indicators of wetland hydrology include water-stained leaves, shallow soil saturation, free water in the soil test hole, and drainage patterns.

Common upland vegetation includes red oak (*Quercus rubra*), black cherry (*Prunus serotina*), white pine (*Pinus strobus*), Norway maple (*Acer platanoides*), white oak (*Quercus alba*), gray birch (*Betula alleghaniensis*), American hop-hornbeam (*Ostrya virginiana*), American beech (*Fagus grandifolia*), staghorn sumac (*Rhus typhina*), Oriental bittersweet (*Celastrus orbiculatus*), Tatarian honeysuckle (*Lonicera tatarica*), multiflora rose, American pokeweed (*Phytolacca americana*), garlic mustard (*Alliaria petiolata*), and tall goldenrod (*Solidago altissima*).

Wetland B – BVW

Wetland B is a PFO located in the west-central portion of the Study Area between Beal Street and Wetland A. The wetland is delineated with pink survey tape numbered sequentially with flag series WFB-1 to WFB-23. Common vegetation consists primarily of American elm (*Ulmus americana*), common buckthorn (*Rhamnus cathartica*), northern arrowwood, common greenbrier, and Tatarian honeysuckle.

Soils generally consist of a depleted matrix and redoximorphic features under a dark A horizon. Indicators of wetland hydrology include shallow soil saturation, inundation, and drainage patterns. Water flows through this wetland via culverts located at the north and south ends of the wetland and drains to Wetland A.

Wetland C – IVW

Wetland C is a small Palustrine Scrub-Shrub (PSS) wetland located just off-site along the northeast corner of the property. The wetland boundary was delineated with pink survey tape numbered sequentially with flag series WFC-1 to WFC-6. Plant species observed include primarily willow and glossy buckthorn. Soils have been excavated and are shallow with depletions.

Wetland D – IVW

Wetland D is a small PFO wetland located along the property line and Beal Street. The wetland boundary was delineated with pink survey tape numbered sequentially with flag series WFD-1 to WFD-6. Vegetation observed includes red maple, glossy buckthorn, northern arrowwood, common greenbrier, and poison ivy. Observed soil consists of a deep, dark A-horizon over a B-horizon with a depleted matrix. Hydrological indicators include water-stained leaves.

Wetland E – IVW

Wetland E is a very small PFO wetland located in the north-central portion of the Study Area. The wetland boundary was delineated with pink survey tape numbered sequentially with flag series WFE-1 to WFE-5. Observed vegetation includes one red maple tree, glossy buckthorn, common greenbrier, and hickory (*Carya sp.*). The soil consists of a deep, dark A-horizon over a B-horizon with a depleted matrix. No other indicators of wetland hydrology were observed. This area was previously delineated by others, and while it contains hydric soils, it is essentially devoid of vegetation and lacks hydrological indicators. It is arguably not a wetland resource area.



Wetland F – BVW

Wetland F is located off-site on the north side of Beal Street and consists of a drainage swale that drains to a culvert under Beal Street. The southern end of the wetland swale was delineated with pink survey tape numbered sequentially with flag series WFF-1 to WFF-4.

2.6 Hingham Wetlands Protection Bylaw

Under the Hingham Wetlands Protection Bylaw: *“The intent of the Conservation Commission is to move all structures and activities as far away as possible from any Resource Area, in order to protect the wetland values of Resource Areas. Except as otherwise specified, Resource Area buffers shall be retained and maintained in a naturally vegetated condition. Where buffer disturbance has occurred during construction, revegetation with native vegetation may be required. The Commission may require that already-altered buffer zone be restored in order to protect or improve Resource Area values. Restoration means planting native vegetation, grading, correcting site drainage, removing debris, or other measures which will improve, restore and protect the wetland values of the Resource Area.”*

The Bylaw Regulations define project-specific performance standards and setbacks for septic systems, pools and tennis courts, landscaping, docks and piers, underground storage tanks, filling, and structures. In addition to the project specific performance standards, the Conservation Commission may require a Conservation Restriction on land associated with new projects in any Resource Area, if the Commission deems it necessary to protect the wetland values of the Resource Area.

If you have any questions, please do not hesitate to contact me at 617.405.4140 or cml@lucasenviro.com. Thank you for your consideration in this matter.

Sincerely,
LUCAS ENVIRONMENTAL, LLC

Christopher M. Lucas, Manager, PWS/CWS/RPSS
Environmental Consultant/Wetland & Soil Scientist

Enclosures: Figure 1 – Wetland Delineation Map
BVW Determination Forms



Source: Office of Geographic and Environmental Information (MassGIS), Commonwealth of Massachusetts Executive Office of Environmental Affairs; USGS Color Ortho Imagery - 15cm (2021)

BORDERING VEGETATED WETLAND DETERMINATION FORM

Project/Site: 100 Beal Street City/Town: Hingham Sampling Date: 11/02/23
 Applicant/Owner: Town of Hingham Sampling Point or Zone: WFA-12 WET
 Investigator(s): Lucas Environmental, LLC Latitude / Longitude: _____
 Soil Map Unit Name: 52A - Freetown Muck NWI or DEP Classification: PFO

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? (If yes, explain in Remarks)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If yes, explain in Remarks)

SUMMARY OF FINDINGS – Attach site map and photograph log showing sampling locations, transects, etc.

Wetland vegetation criterion met?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hydric Soils criterion met?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Wetlands hydrology present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Remarks, Photo Details, Flagging, etc.:			

HYDROLOGY

Field Observations:		
Surface Water Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches) _____
Water Table Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches) <u>0.00</u>
Saturation Present (including capillary fringe)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches) <u>0.00</u>
Wetland Hydrology Indicators		
Reliable Indicators of Wetlands Hydrology	Indicators that can be Reliable with Proper Interpretation	Indicators of the Influence of Water
<input checked="" type="checkbox"/> Water-stained leaves <input type="checkbox"/> Evidence of aquatic fauna <input type="checkbox"/> Iron deposits <input type="checkbox"/> Algal mats or crusts <input type="checkbox"/> Oxidized rhizospheres/pore linings <input type="checkbox"/> Thin muck surfaces <input type="checkbox"/> Plants with air-filled tissue (aerenchyma) <input type="checkbox"/> Plants with polymorphic leaves <input type="checkbox"/> Plants with floating leaves <input type="checkbox"/> Hydrogen sulfide odor	<input type="checkbox"/> Hydrological records <input checked="" type="checkbox"/> Free water in a soil test hole <input checked="" type="checkbox"/> Saturated soil <input type="checkbox"/> Water marks <input type="checkbox"/> Moss trim lines <input type="checkbox"/> Presence of reduced iron <input type="checkbox"/> Woody plants with adventitious roots <input type="checkbox"/> Trees with shallow root systems <input type="checkbox"/> Woody plants with enlarged lenticels	<input type="checkbox"/> Direct observation of inundation <input checked="" type="checkbox"/> Drainage patterns <input type="checkbox"/> Drift lines <input type="checkbox"/> Scoured areas <input type="checkbox"/> Sediment deposits <input type="checkbox"/> Surface soil cracks <input type="checkbox"/> Sparsely vegetated concave surface <input type="checkbox"/> Microtopographic relief <input checked="" type="checkbox"/> Geographic position (depression, toe of slope, fringing lowland)
Remarks (describe recorded data from stream gauge, monitoring well, aerial photos, previous inspections, if available):		

This form is only for BVW delineations. Other wetland resource areas may be present and should be delineated according to the applicable regulatory provisions.

VEGETATION – Use both common and scientific names of plants.

<u>Tree Stratum</u>		Plot size <u>30</u>		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name	Scientific name						
1. Red Maple	Acer rubrum	FAC	85.5	Yes	Yes		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
			<u>85.5</u> = Total Cover				
<u>Shrub/Sapling Stratum</u>		Plot size <u>15</u>		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name	Scientific name						
1. Green Brier	Smilax rotundifolia	FAC	63.0	Yes	Yes		
2. Northern Arrowwood	Viburnum recognitum	FAC	38.0	Yes	Yes		
3. Glossy Buckthorn	Frangula alnus	FAC	20.5	No	Yes		
4.							
5.							
6.							
7.							
8.							
9.							
			<u>121.5</u> = Total Cover				
<u>Herb Stratum</u>		Plot size <u>5</u>		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name	Scientific name						
1. Skunk Cabbage	Symplocarpus foetidus	OBL	20.5	Yes	Yes		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
			<u>20.5</u> = Total Cover				

VEGETATION – continued.

<u>Woody Vine Stratum</u>		Plot size _____		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name		Scientific name					
1.							
2.							
3.							
4.							
				0.0 = Total Cover			

Rapid Test: Do all dominant species have an indicator status of OBL or FACW? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Dominance Test:	Number of dominant species	Number of dominant species that are wetland indicator plants		Do wetland indicator plants make up $\geq 50\%$ of dominant plant species? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4	4		
Prevalence Index:		Total % Cover (all strata)	Multiply by:	Result
	OBL species		X 1	= 0.00
	FACW species		X 2	= 0.00
	FAC species		X 3	= 0.00
	FACU species		X 4	= 0.00
	UPL species		X 5	= 0.00
	Column Totals	(A) 0		(B) 0
Prevalence Index		B/A = 0.00		Is the Prevalence Index ≤ 3.0 ? Yes <input type="checkbox"/> No <input type="checkbox"/>
Wetland vegetation criterion met? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Definitions of Vegetation Strata

- Tree - Woody plants 3 in. (7.62 cm) or more in diameter at breast height (DBH), regardless of height
- Shrub / Sapling - Woody plants less than 3 in. (7.62 cm) DBH and greater than or equal to 3.3 ft. (1 m) tall
- Herb - All herbaceous (non-woody plants, regardless of size, and woody plants less than 3.3 ft. (1 m) tall
- Woody vines - All woody vines greater than 3.3 ft. (1 m) in height

Cover Ranges	
Range	Midpoint
1-5 %	3.0 %
6-15 %	10.5 %
15-25 %	20.5 %
26-50 %	38.0 %
51-75 %	63.0 %
76-95 %	85.5 %
96-100 %	98.0 %

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains ²Location: PL=Pore Lining, M=Matrix

Restrictive Layer (if observed) Type: _____ Depth (inches): _____

Remarks: There is a shallow mineral fill layer over buried organic muck.

Hydric Soils criterion met? Yes ☒ No ☐

BORDERING VEGETATED WETLAND DETERMINATION FORM

Project/Site: 100 Beal Street City/Town: Hingham Sampling Date: 11/02/23
 Applicant/Owner: Town of Hingham Sampling Point or Zone: WFA-12 UPL
 Investigator(s): Lucas Environmental, LLC Latitude / Longitude: _____
 Soil Map Unit Name: 659B - Udorthents, gravelly NWI or DEP Classification: PFO

Are climatic/hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? (If yes, explain in Remarks)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If yes, explain in Remarks)

SUMMARY OF FINDINGS – Attach site map and photograph log showing sampling locations, transects, etc.

Wetland vegetation criterion met?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soils criterion met?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Wetlands hydrology present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Remarks, Photo Details, Flagging, etc.:			

HYDROLOGY

Field Observations:		
Surface Water Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches) _____
Water Table Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches) _____
Saturation Present (including capillary fringe)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches) _____
Wetland Hydrology Indicators		
Reliable Indicators of Wetlands Hydrology	Indicators that can be Reliable with Proper Interpretation	Indicators of the Influence of Water
<input type="checkbox"/> Water-stained leaves <input type="checkbox"/> Evidence of aquatic fauna <input type="checkbox"/> Iron deposits <input type="checkbox"/> Algal mats or crusts <input type="checkbox"/> Oxidized rhizospheres/pore linings <input type="checkbox"/> Thin muck surfaces <input type="checkbox"/> Plants with air-filled tissue (aerenchyma) <input type="checkbox"/> Plants with polymorphic leaves <input type="checkbox"/> Plants with floating leaves <input type="checkbox"/> Hydrogen sulfide odor	<input type="checkbox"/> Hydrological records <input type="checkbox"/> Free water in a soil test hole <input type="checkbox"/> Saturated soil <input type="checkbox"/> Water marks <input type="checkbox"/> Moss trim lines <input type="checkbox"/> Presence of reduced iron <input type="checkbox"/> Woody plants with adventitious roots <input type="checkbox"/> Trees with shallow root systems <input type="checkbox"/> Woody plants with enlarged lenticels	<input type="checkbox"/> Direct observation of inundation <input type="checkbox"/> Drainage patterns <input type="checkbox"/> Drift lines <input type="checkbox"/> Scoured areas <input type="checkbox"/> Sediment deposits <input type="checkbox"/> Surface soil cracks <input type="checkbox"/> Sparsely vegetated concave surface <input type="checkbox"/> Microtopographic relief <input type="checkbox"/> Geographic position (depression, toe of slope, fringing lowland)
Remarks (describe recorded data from stream gauge, monitoring well, aerial photos, previous inspections, if available):		

This form is only for BVW delineations. Other wetland resource areas may be present and should be delineated according to the applicable regulatory provisions.

VEGETATION – Use both common and scientific names of plants.

<u>Tree Stratum</u>		Plot size <u>30</u>		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name	Scientific name						
1. Norway Maple	Acer platanoides	FACU	85.5	Yes	No		
2. Black Cherry	Prunus serotina	FACU	20.5	No	No		
3. Black Oak	Quercus velutina	UPL	20.5	No	No		
4.							
5.							
6.							
7.							
8.							
9.							
				<u>126.5</u> = Total Cover			
<u>Shrub/Sapling Stratum</u>		Plot size <u>15</u>		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name	Scientific name						
1. Tatarian Honeysuckle	Lonicera tatarica	FACU	20.5	Yes	No		
2. European Privet	Ligustrum vulgare	FACU	10.5	Yes	No		
3. Shagbark Hickory	Carya glabra	FACU	10.5	Yes	No		
4.							
5.							
6.							
7.							
8.							
9.							
				<u>41.5</u> = Total Cover			
<u>Herb Stratum</u>		Plot size <u>5</u>		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name	Scientific name						
1. Garlic Mustard	Allaria petiolaris	FACU	20.5	Yes	No		
2. Tatarian Honeysuckle	Lonicera tatarica	FACU	20.5	Yes	No		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
				<u>41.0</u> = Total Cover			

VEGETATION – continued.

<u>Woody Vine Stratum</u>		Plot size _____		Indicator Status	Absolute % Cover	Dominant? (yes/no)	Wetland Indicator? (yes/no)
Common name		Scientific name					
1.							
2.							
3.							
4.							
				0.0 = Total Cover			

Rapid Test: Do all dominant species have an indicator status of OBL or FACW? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Dominance Test:	Number of dominant species	Number of dominant species that are wetland indicator plants		Do wetland indicator plants make up $\geq 50\%$ of dominant plant species? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	6	0		
Prevalence Index:		Total % Cover (all strata)	Multiply by:	Result
	OBL species		X 1	= 0.00
	FACW species		X 2	= 0.00
	FAC species		X 3	= 0.00
	FACU species		X 4	= 0.00
	UPL species		X 5	= 0.00
	Column Totals	(A) 0		(B) 0
Prevalence Index		B/A = 0.00		Is the Prevalence Index ≤ 3.0 ? Yes <input type="checkbox"/> No <input type="checkbox"/>
Wetland vegetation criterion met? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

Definitions of Vegetation Strata

- Tree - Woody plants 3 in. (7.62 cm) or more in diameter at breast height (DBH), regardless of height
- Shrub / Sapling - Woody plants less than 3 in. (7.62 cm) DBH and greater than or equal to 3.3 ft. (1 m) tall
- Herb - All herbaceous (non-woody plants, regardless of size, and woody plants less than 3.3 ft. (1 m) tall
- Woody vines - All woody vines greater than 3.3 ft. (1 m) in height

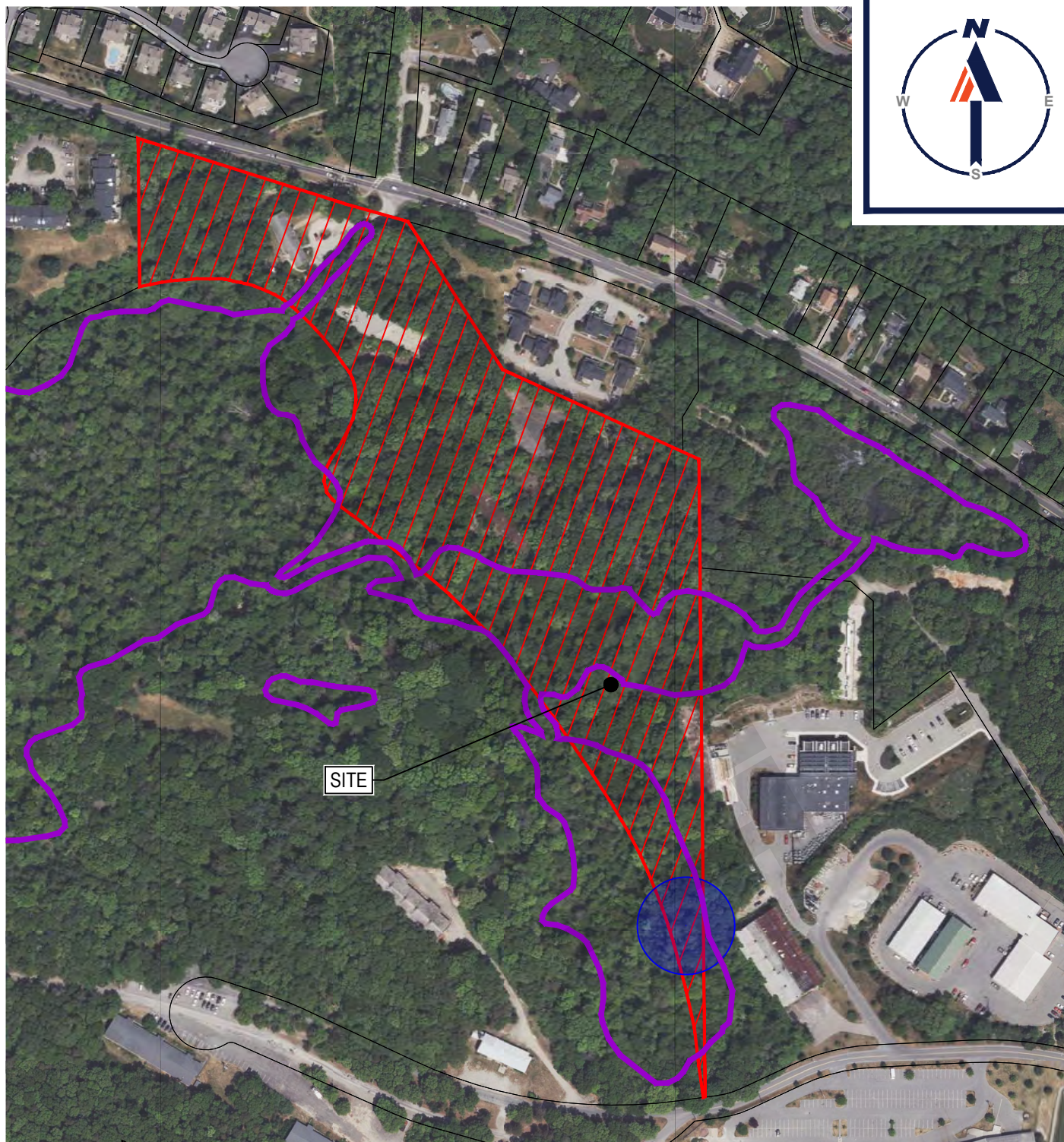
Cover Ranges	
Range	Midpoint
1-5 %	3.0 %
6-15 %	10.5 %
15-25 %	20.5 %
26-50 %	38.0 %
51-75 %	63.0 %
76-95 %	85.5 %
96-100 %	98.0 %

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains ²Location: PL=Pore Lining, M=Matrix

Restrictive Layer (if observed) Type: rock Depth (inches): 18.00

Remarks:

Hydric Soils criterion met? Yes ☐ No ☒



LEGEND



AREAS OF CRITICAL
ENVIRONMENTAL
CONCERN (ACECs)



100' BUFFER FOR
VERNAL POOL

RESOURCE AREA FIGURE

100 BEAL STREET
HINGHAM, MA

PREPARED BY

BOHLER //

SCALE: 1"=300' DATE: 11/10/2023

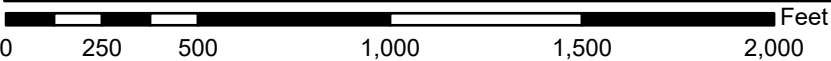
ATTACHMENT H:

FEMA EXHIBIT

National Flood Hazard Layer FIRMMette



70°55'2"W 42°14'41"N



1:6,000

70°54'25"W 42°14'14"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



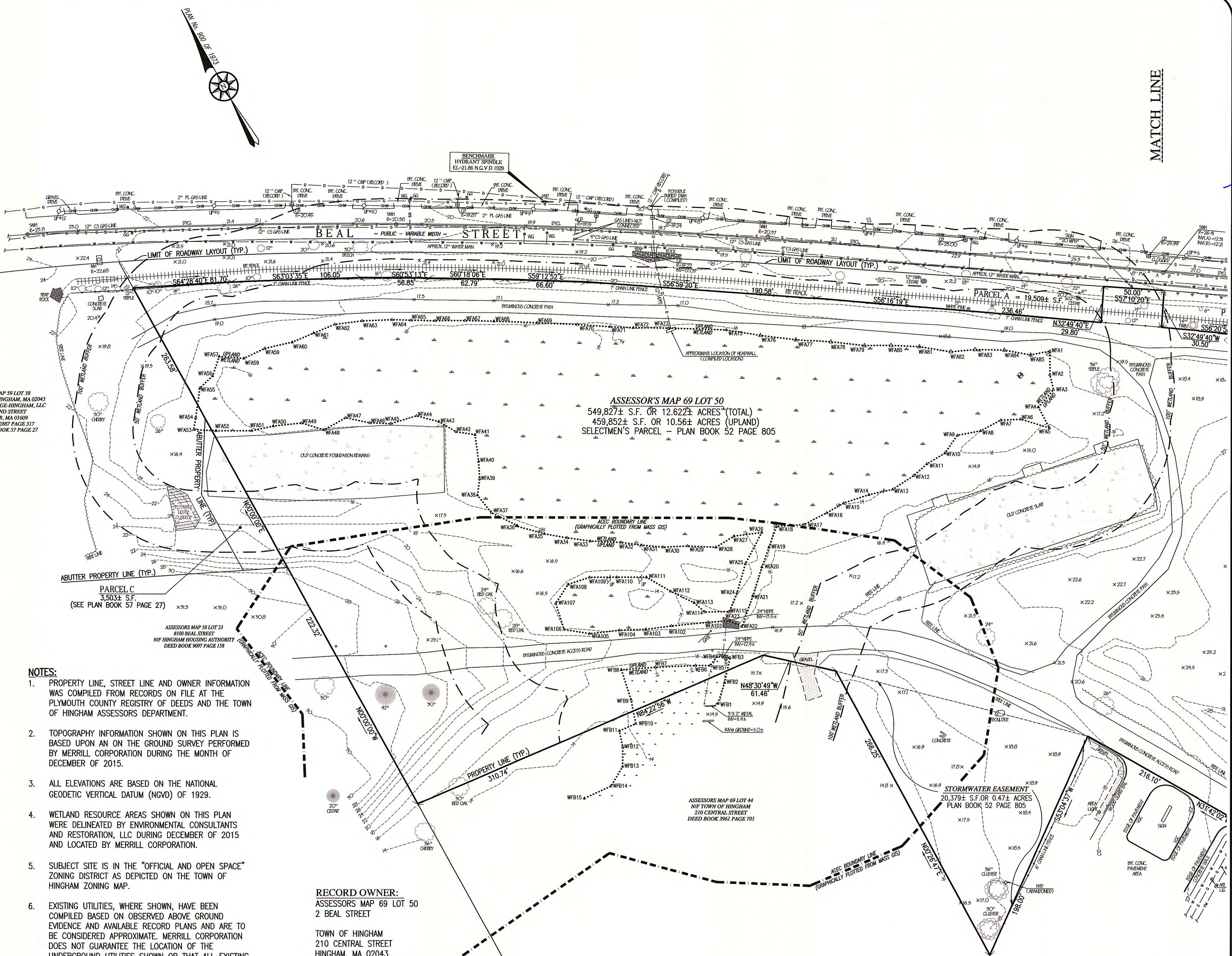
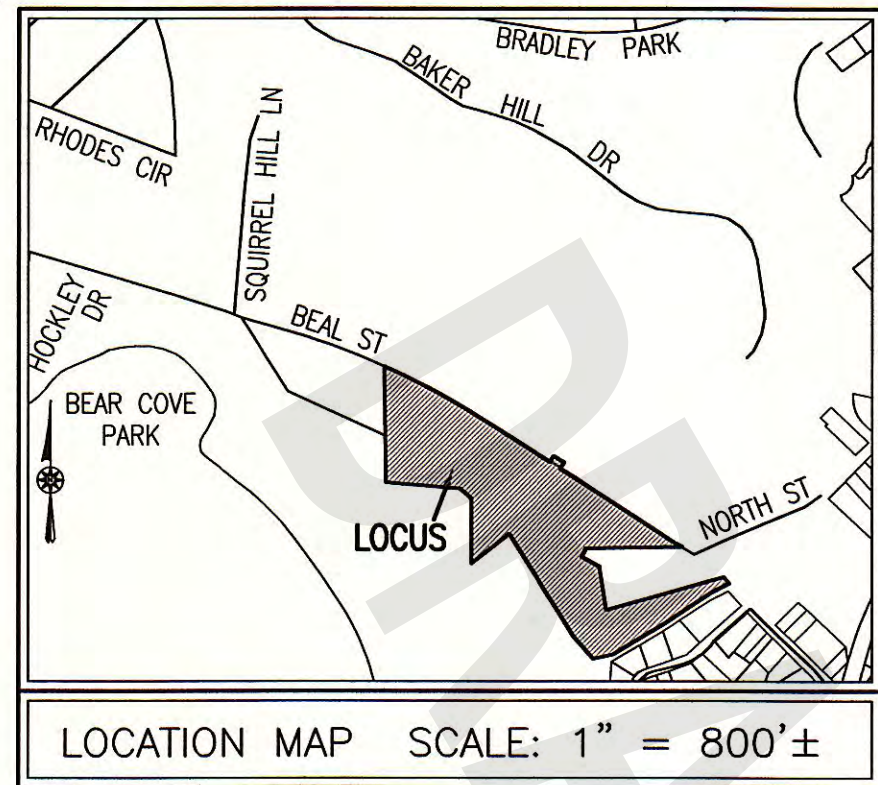
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/10/2023 at 5:53 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

ATTACHMENT I:
RECORD UTILITY PLANS



LEGEND

EXISTING

DESCRIPTION

30	2' CONTOUR
+30.5	SPOT ELEVATION
	PROPERTY LINE
	CONCRETE PAD
	EDGE OF PAVEMENT
	VERTICAL GRANITE CURB
	SLOPE GRANITE CURB
	CAPE COD BERM
	EDGE OF GRAVEL
	RETAINING WALL
	STONE RETAINING WALL
	WATER LINE
	GAS LINE
	OVERHEAD WIRE
	SEWER LINE
	DRAIN LINE
	FENCE
	100' WETLAND BUFFER
	50' WETLAND BUFFER
	WETLAND LINE
	MARSH
	WELL
	HYDRANT
	WATER GATE
	GAS GATE
	GAS METER
	ELECTRICAL METER
	LIGHT
	UTILITY POLE
	SEWER MANHOLE
	UNIDENTIFIED MANHOLE
	TELEPHONE MANHOLE
	DRAIN MANHOLE
	CATCH BASIN
	DETECTABLE MAT
	SIGN
	BOULDER
	LANDSCAPING
	STONE POST GUARD RAIL

NOTES:

- PROPERTY LINE, STREET LINE AND OWNER INFORMATION WAS COMPILED FROM RECORDS ON FILE AT THE PLYMOUTH COUNTY REGISTRY OF DEEDS AND THE TOWN OF HINGHAM ASSESSORS DEPARTMENT.
- TOPOGRAPHY INFORMATION SHOWN ON THIS PLAN IS BASED UPON AN ON THE GROUND SURVEY PERFORMED BY MERRILL CORPORATION DURING THE MONTH OF DECEMBER OF 2015.
- ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
- WETLAND RESOURCE AREAS SHOWN ON THIS PLAN WERE DELINEATED BY ENVIRONMENTAL CONSULTANTS AND RESTORATION, LLC DURING DECEMBER OF 2015 AND LOCATED BY MERRILL CORPORATION.
- SUBJECT SITE IS IN THE "OFFICIAL AND OPEN SPACE" ZONING DISTRICT AS DEPICTED ON THE TOWN OF HINGHAM ZONING MAP.
- EXISTING UTILITIES, WHERE SHOWN, HAVE BEEN COMPILED BASED ON OBSERVED ABOVE GROUND EVIDENCE AND AVAILABLE RECORD PLANS AND ARE TO BE CONSIDERED APPROXIMATE. MERRILL CORPORATION DOES NOT GUARANTEE THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN OR THAT ALL EXISTING UTILITIES AND/OR SUBSURFACE STRUCTURES ARE SHOWN.
- APPROVAL BY MASSACHUSETTS DEPARTMENT OF TRANSPORTATION MAY BE REQUIRED FOR THE REMOVAL OF THE RAILROAD TRACKS RUNNING IN FRONT OF THE SUBJECT PROPERTY. NO EASEMENT DOCUMENT ENCOUNTERED DURING THE SURVEY.

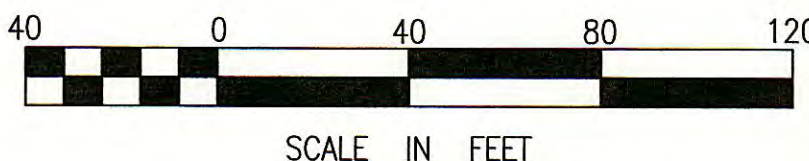
RECORD OWNER:

ASSESSORS MAP 69 LOT 50
2 BEAL STREET

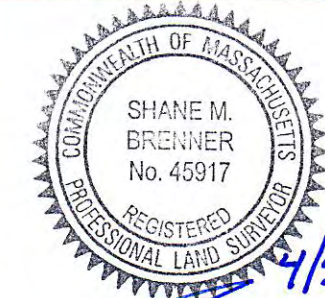
TOWN OF HINGHAM
210 CENTRAL STREET
HINGHAM, MA 02043
DEED BOOK 3961 PAGE 701

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, AS SHOWN ON COMMUNITY PANEL No. 250268 0082J, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 2012, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



REVISIONS



DRAWN BY: VC

DESIGNED BY:

CHECKED BY: SMB

Merrill
Engineers and Land Surveyors
427 COLUMBIA ROAD, HINGHAM, MA 02043 / T: (781) 826-9200
26 UNION STREET, PLYMOUTH MA 02360 / T: (508) 746-6060
WWW.MERRILLINC.COM

EXISTING CONDITIONS PLAN

SELECTMEN'S PARCEL - 2 BEAL STREET
HINGHAM, MASSACHUSETTS

HINGHAM AFFORDABLE HOUSING TRUST
PREPARED FOR: 210 CENTRAL STREET
HINGHAM, MA 02043

DECEMBER 22, 2015

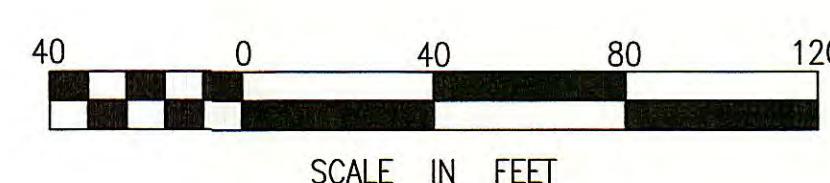
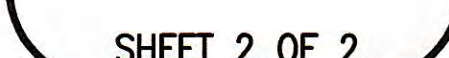
SCALE: 1"=40'

JOB No. 15-253

LATEST REVISION:

EXISTING CONDITIONS
PLAN

SHEET 1 OF 2



ATTACHMENT J:

SITE PHOTOS



PHOTO 1 – EXISTING ACCESS DRIVE FROM FACILITY TO PROPOSED DEVELOPMENT AREA.



PHOTO 2 – EXISTING ACCESS DRIVE TO PARKING LOT.



PHOTO 3 – EXISTING PAVED PARKING LOT.



PHOTO 4 – WOODED AREA SURROUNDING EXISTING PARKING LOT.



PHOTO 5 – PAVED AREA.



PHOTO 6 – EXISTING PATHWAY.

LAND DEVELOPMENT AGREEMENT

THIS LAND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 202__ by and between the **Hingham Housing Authority**, having an address of 30 Thaxter Street, Hingham, MA 02043 (the "Authority"), and _____, a Massachusetts _____, having an address of _____ (the "Developer").

Recitals

WHEREAS, the Authority is the owner of a parcel of land (the "Land") located at 100 Beal Street, Massachusetts, consisting of 3.75 acres, more or less, and described in a **Quitclaim Deed recorded with the Plymouth County Registry of Deeds (the "Registry") in Book 487, Page 176;**

WHEREAS, by the vote of the Authority Board of Commissioners to dispose of the Property for affordable housing purposes on such terms and conditions as the Authority deems appropriate;

WHEREAS, on _____, the Authority issued a Request for Proposals (the "RFP"), which is incorporated herein, soliciting proposals for the development, construction and operation of _____ on _____ the Land, which is shown more particularly on the plan attached hereto as Exhibit A and incorporated herein (the "Property");

WHEREAS, the Developer submitted a proposal on _____, 202__ in response to the RFP (the "Proposal"), which is incorporated herein, proposing to construct _____ (____) dwelling units on said portion of the Property (as defined below, the "Improvements"), as more particularly described in the RFP and the Proposal, and operate an affordable housing rental development thereon (collectively, the "Project");

WHEREAS, the Authority has awarded the Project to the Developer;

WHEREAS, the Authority intends convey the property to the Developer pursuant to which the Developer will construct the Improvements and operate the Project;

WHEREAS, the obligations of the Authority and the Developer conveying the land are contingent, among other things, on the Developer obtaining the permits and approvals necessary for the construction and operation of the Project and on financing in amounts sufficient in the Authority's and Developer's reasonable judgment to construct the Improvements; and

WHEREAS, the parties wish to enter into this Agreement to memorialize the terms and conditions under which the Authority and the Developer will convey the land.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. SALE CONTINGENCIES

1.1 Disposition of the Property. The Authority shall, within thirty (30) days from the date on which the Lease Contingencies (defined below) are satisfied (the "Lease Commencement Date"), sell the Property, together with all appurtenant easements, rights, restrictions, privileges, licenses covenants, and other matters that benefit or burden the Property (collectively, the "Premises"), to the Developer for the purpose of developing and operating the Project on terms substantially similar to the terms and conditions set forth in the Ground Lease attached hereto as Exhibit and incorporated herein, which shall include terms governing the construction and development of the Project on the Property and shall be a "triple-net" lease under which the Developer shall be solely responsible for the Premises and the Project, including, without limitation, any and all insurance, operating and maintenance costs, and applicable taxes, among other costs and expenses (the "Ground Lease").

1.2 Condition of Property. The Premises will be delivered to the Developer, and the Developer, subject to the provisions of Section 2.1, hereby agrees to accept the Premises in their then "AS-IS" condition, without any representation or warranty of any kind or nature, express or implied, in fact or by law, on the part of the Authority and without recourse to the Authority. The Authority shall have no obligation to do any work on or make any improvements to or with respect to the Premises or the condition thereof. The Developer acknowledges that the Authority has no responsibility for, and hereby releases and holds harmless the Authority from any and all damages, loss, costs, expenses (including any and all attorneys' fees, and expenses of the Authority), claims, suits, demands or judgments of any nature whatsoever, related to any hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste"). The provisions of this Section shall survive the expiration and/or termination of this Agreement.

1.3 Use of the Premises. The Developer will use the Premises for the sole purpose of constructing _____ (____) residential units thereon and renting _____ (____) at affordable prices. The units shall consist of _____ (____) studios, _____ (____) one-bedroom units, _____ (____) two-bedroom units and _____ (____) three-bedroom units, subject to minor modification during the permit process.

1.4 Lease Contingencies. The Authority and the Developer shall enter into the Ground Lease on the Lease Commencement Date, which is to occur within thirty (30) days from the date on which all of the following conditions have been satisfied (collectively, the "Lease Contingencies"):

- (a) *Permits and Approvals:* The Developer shall have received final permits and approvals for construction of the Improvements and the operation of the Project, any and all appeal periods shall have expired;
- (b) *Approved Plans and Specifications:* The Authority shall have approved the Developer's plans and specifications for the Improvements to be constructed on the Property and any other improvements made on or to the Premises, showing conceptual

plans of the units, the landscaping, and the other improvements to be constructed on the Premises and substantially in conformity with the RFP and the Proposal (the “Improvement Plans”), which approval shall not be unreasonably delayed, conditioned or withheld. The Authority and the Developer agree to cooperate reasonably and in good faith with each other to resolve any objections that either may have. The provisions of this Section are intended to refer to the approval of the Authority and do not constitute the approval of or substitute any permits or approvals required from any federal, state and/or local regulatory bodies or approvals required under any applicable laws, rules, regulations, and bylaws, including the Town of Hingham’s Zoning Ordinance;

- (c) *Project Financing Closing:* The Developer shall have received firm Project financing commitments from institutional lenders and/or public or quasi-public entities, showing that sufficient funds have been committed, in the Authority’s and the Developer’s reasonable judgment, to construct the Improvements and to operate and maintain the Project (the “Project Funds”), and Developer shall close on such financing and receive the Project Funds on or prior to the Lease Commencement Date. The Developer shall provide the Authority with a guaranty at loan closing, given by a guarantor reasonably acceptable to the Authority, guaranteeing the Developer’s obligation to construct the Project on the terms set forth in the Ground Lease;
- (d) *Affordable Housing Restriction.* On the Lease Commencement Date, the Developer will record a restriction on the Property ensuring that _____ (____) units constructed on the Property are rented to persons at affordable prices; specifically, _____ (____) units shall be rented to persons earning no more than _____ percent (____%) of the Area Median Income in the Metropolitan Statistical Area that includes Hingham (“AMI”), _____ (____) units shall be rented to persons having an income of no more than _____ percent (____%) of AMI, and the remaining _____ (____) units shall be rented to persons with incomes of no more than _____ percent (____%) of AMI, for the term of the Ground Lease, which restriction shall be on terms satisfactory to the Developer and the Authority and approved by the Massachusetts Executive Office Housing of Housing and Livable Communities (“EOHLC”) under G.L. c. 184, § 31, including all the units in the Authority’s Subsidized Housing Inventory (“SHI”), which may be in the form of a Regulatory Agreement acceptable to and entered into by and among the Developer, the Authority, and EOHLC, and/or a separate restriction granted by the Developer to the Authority, at the Authority’s sole discretion (either or both, the “Restriction”). The Restriction shall be recorded with the Registry at the Developer’s sole cost and prior to any mortgages, liens or other encumbrances recorded against the Property (unless each mortgage or lien holder shall have executed a subordination agreement, acceptable to the Authority, expressly subordinating its mortgage or other lien to the Restriction). Alternatively, or in addition to the foregoing, the Authority may, at its discretion, incorporate the terms of the Restriction in the Ground Lease; and
- (e) *Title Matters.* The Property shall be free from recorded monetary liens and from title defects or encumbrances of record that would materially interfere with the use of the Premises for the development and operation of the Project. In the event that title defects are found, the Authority will use reasonable efforts to cure said defects, provided that reasonable efforts shall not require the Authority to expend more than

\$2,500, inclusive of attorney's fees, or commence any litigation or other legal proceeding.

1.5 Lease Contingency Period. The Developer shall use commercially diligent and good faith efforts to obtain the necessary permits and approvals and financing to construct, operate and maintain the Improvements, to conduct its property inspections under Section 2.1, to review the title to the Property, and to satisfy the other Lease Contingencies within _____ () months from the date on which this Agreement (the "Initial Diligence Period"), which period may be extended by the Authority in writing only if the Authority reasonably determines that the Developer has used such efforts to satisfy the Lease Contingencies, with such extension to be no more than an additional six (6) months from the expiration of the Initial Due Diligence Period (the "Extended Diligence Period", and, together with the Initial Diligence Period, the "Diligence Period"). The Developer shall inform the Authority in writing at least every four (4) months during the Diligence Period, or at such sooner or later intervals as the Authority may reasonably request, on the efforts made by the Developer to satisfy the Lease Contingencies and provide such other information as the Authority may reasonably request to document such efforts. Time shall be of the essence hereof.

1.6 Failure to Satisfy Preconditions. Notwithstanding anything in the RFP or this Agreement to the contrary, in the event that the Lease Contingencies are not satisfied within the Initial Diligence Period, or, if extended by the Authority, the Extended Diligence Period, either party may terminate this Agreement by providing the other with at least thirty (30) days prior written notice, provided, however, that if all the Lease Contingencies are satisfied within said thirty (30) day period, this Agreement may not be terminated by either party. In the event of termination, this Agreement shall be null and void and without recourse to the parties, except for those provisions that are stated herein to survive said termination.

1.7 Title to Property. The Authority shall retain the fee to the Property, and shall execute a notice of lease for recording at the Registry.

1.8 Assignability. The Developer shall have no right to assign or transfer its rights hereunder and/or under the Ground Lease of the Property without the Authority's prior written consent, which shall not be unreasonably withheld if: (a) the assignee is a limited liability company created solely for the purpose of receiving tax credits (with the general partner thereof being owned and controlled by the Developer) or any other entity owned and controlled by the Developer, (b) the Developer sends written notice to the Authority at least thirty (30) days prior to any such transfer, notifying the Authority of the transferee's name and evidence of the control that the Developer exercises over such transferee, and obtains the Authority's written consent, (c) any such transferee or assignee enters into an Assumption Agreement, expressly agreeing to perform all of the Developer's obligations hereunder and under the Lease; and (d) the Developer shall guarantee the transferee's performance of such obligations, and shall be jointly and severally liable with the transferee until the Project has been completed. Notwithstanding the foregoing, the Developer shall have the right to assign this Agreement and the Ground Lease to EOHLC or any institutional lender providing financing for the Project in connection with a leasehold mortgage or security interest securing a loan necessary to complete development of the Project, subject to the terms of this Agreement.

II. PROPERTY INSPECTIONS

2.1 Access. The Developer and its agents, employees, representatives, consultants, contractors and invitees (with the Developer and others acting by, through or under the Developer, the “Developer Parties”) shall have the right to enter upon the Property from time to time, upon at least two (2) business days prior notice to the Authority, for the purpose of conducting its due diligence and such inspections as the Developer deems appropriate, including, without limitation, surveys; wetlands inspections and flagging and visits by the Developer’s wetlands consultants for these purposes or other wetlands inspection; geotechnical investigations of the Premises; and, if recommended pursuant to a Phase 1 assessment, soil sampling of the Premises by Developer’s environmental consultants, whether for Hazardous Waste or other purposes. The Developer may remove trees or shrubs from the Premises only if reasonably necessary to provide access for test pits and other investigations only in accordance with a plan approved by the Building Commissioner at least seven (7) calendar days prior to such removal, which approval shall not to be unreasonably withheld. The Developer acknowledges and agrees that the Authority makes no representation or warranty as to the condition of the Property, and the Developer releases and holds the Authority harmless against any claim by the Developer or any of the other Developer Parties for harm to them or their property arising from said entry. The Developer shall promptly restore the Property to substantially its condition prior to said entry and repair any damage caused to the Property. The Developer’s obligation to repair and restore the Property shall survive the termination of this Agreement.

2.2 Hazardous Materials. In the event that the Developer finds Hazardous Waste in reportable quantities on the Property and the cost of remediating the same in compliance with G.L. c. 21E to a Release Action Outcome is estimated by an engineer acceptable to both parties to exceed \$100,000.00, and informs the Authority of the same in writing (the “Environmental Notice”), and if the Authority, in its sole and absolute discretion, gives notice to the Developer of its intention to remediate such contamination within sixty (60) days of receiving the Environmental Notice and thereafter remediates such hazardous condition within a reasonable period of time, but not to exceed the Diligence Period in any event (as such Diligence Period may be extended in accordance with Section 2.1), in full compliance with applicable law, with the Authority paying all of the costs of remediation, the Developer shall fulfill its obligations under this Agreement. Nothing herein shall require or obligate the Authority to remediate any contamination on the Property. If the Authority elects not to remediate the same, the Developer may terminate this Agreement by giving the Authority thirty (30) days prior notice thereof, whereupon this Agreement shall be null and void and without recourse to the parties, except for those provisions that are stated herein to survive said termination.

2.3 Indemnification. The Developer shall defend, indemnify and hold harmless the Authority and those acting by or through the Authority from any and all liabilities, damages, loss, costs, expenses (including reasonable attorneys’ fees), causes of action, suits, claims, demands or judgments (any, “Claims”) arising out of or related to this Agreement, the rights granted under Section 2.1, the act or omission of any of the Developer Parties, for any material change in the Developer’s representations and/or warranties, for the Developer’s failure to comply with the terms of this Agreement or any applicable laws, rules, regulations and/or bylaws, and/or for any Hazardous Materials (defined below) that are brought upon, stored, located, released, discharged, possessed, managed, processed, or otherwise handled on or present on the Property, by the Developer and/or any of the other Developer Parties and/or for failing to comply with any environmental laws, rules, regulations and/or bylaws (the latter, the “Developer Hazardous Activities”), except if caused directly by the gross negligence of the Authority. The Developer shall be solely responsible for assuming and paying any and all liabilities, damages,

loss, costs expenses, causes of action, suits, claims, demands or judgments (including, without limitation reasonable attorneys' fees and experts' fees and expenses, clean-up costs, waste disposal costs and other costs, expenses, penalties and fines within the meaning of any law, regulation, code or bylaw relating to Hazardous Materials) that arise or are related to the Developer Hazardous Activities. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such Claims brought thereon, and the defense thereof. The foregoing obligations shall survive the expiration or termination of this Agreement.

2.4 Insurance. The Developer shall obtain and maintain through the term of this Agreement comprehensive general liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of the Developer under the terms and conditions of this Agreement to indemnify, defend and hold harmless the Authority: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate, and umbrella insurance in the amount of \$5,000,000.00, which shall name the Authority as an additional insured. The Developer shall provide the Authority with a copy of such insurance policy prior to entering the Property and at such times as the Authority may request, showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better.

III. DEFAULT, TERMINATION

3.1 Events of Default. It shall be an event of default under this Agreement if, after the Authority has given the Developer sixty (60) days prior notice thereof, the Developer fails to proceed diligently to obtain the necessary permits and approvals, obtain financing, and/or satisfy the other Lease Contingencies that are the responsibility of the Developer, or the Developer fails to comply with any of the other material terms of this Agreement. The Authority shall have the right to terminate this Agreement and pursue any and all available rights and remedies, and, if such termination is due to Developer's failure to use good faith and commercially diligent efforts to satisfy the Lease Contingencies, the Authority shall have the right to recover any costs and expenses (including reasonable attorneys' fees) incurred by the Authority under this Agreement.

3.2 Termination. In the event that this Agreement is terminated, the Developer shall promptly repair any damage caused to the Property by the Developer or its agents, employees, contractors or representatives and restore the Property to its condition prior to the Developer's entry.

IV. GENERAL PROVISIONS

4.1 Cooperation. The Authority agrees to use reasonable efforts to assist the Developer, at the Developer's sole cost and expense, in obtaining any and all permits, approvals and other authorizations required by any governmental authorities with respect to the Project and in satisfying other Lease Contingencies that are the responsibility of the Developer, but the Developer acknowledges that the Authority has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees will be waived.

4.2 Development of the Property. Subject to delivery of the Ground Lease of the Premises, and all other terms and conditions herein, the Developer agrees for itself and its successors and permitted assigns and at its sole cost and expense to develop the Project on the Property and substantially complete the same within _____ (____) months from the Lease Commencement Date, as evidenced by final Certificates of Occupancy for all _____ (____) units.

4.3 Costs of Enforcement. The Developer agrees to reimburse the Authority for any and all costs and expenses, including reasonable attorneys' fees and court fees, incurred by the Authority in enforcing this Agreement.

4.4 Representations and Warranties. The Developer represents that the following representations and warranties are true and accurate as of this date and shall continue as such through the date on which the Ground Lease is signed by the Developer and the Authority:

- (a) The Developer is a duly organized and existing _____ in good standing under the laws of the Commonwealth of Massachusetts and has the power and authority to enter into and perform its obligations under this Agreement, and every other agreement or instrument entered into or to be entered into by it pursuant to this Agreement.
- (b) The Developer has the power, authority, and legal right to enter into and perform this Agreement, and each other document entered into or to be entered into by it pursuant to this Agreement, and the execution, delivery and performance hereof and thereof:
 - (i) have been duly authorized;
 - (ii) have the requisite approval of all governmental bodies;
 - (iii) will not violate any judgment, order, law or regulation applicable to Developer or any provisions of the Developer's organizational documents; and
 - (iv) do not conflict with, constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.
- (c) Developer represents that, to the best of its knowledge, there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition of the Developer, or the ability of the Developer to perform its obligations under this Agreement, or under any other documents entered into by the Developer pursuant to this Agreement.
- (d) The Developer has made or will make its independent investigation and inquiry into all matters relevant to its entering into and performing its obligations under the Agreement without reliance on any statement or representation of the

Authority except as expressly set forth herein.

4.5 Waiver. The failure on the part of the Developer or the Authority, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Developer or the Authority shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

4.6 Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for any consequential, incidental, or punitive damages.

4.7 No Partnership. Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Authority and the Developer or to make the Authority an associate in any way of the Developer in the conduct of the Developer's business, nor shall the Authority be liable for any debts incurred by the Developer in the conduct of the Developer's business.

4.8 Attorneys' Fees. In any litigation between the parties arising out of this Agreement, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Agreement, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Agreement.

4.9 Brokers. Each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Agreement or the negotiation therefor.

4.10 Authority's Cost. The Developer shall reimburse the Authority for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by the Developer for the Authority's consent hereunder.

4.11 Headings and Captions for Convenience Only. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

4.12 Term of Agreement. This Agreement, if not earlier terminated pursuant to Section 2.1 or other sections of this Agreement, shall expire once the parties have entered into the

Ground Lease and the Developer and the Authority have satisfied all of their other obligations under this Agreement.

4.13 Severability. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.14 Dates. If the end of any time period herein, or if any specified date, falls on a weekend or national or state holiday, then the end of such time period, or such date, as the case may be, shall be extended to the next business day thereafter. Any period provided herein for action by the Developer shall end at 4:00 P.M. on the last day of such period, unless this Agreement provides that performance is due by a different time on that day.

4.15 Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

Exhibits:

Exhibit A: Plan of Land

Exhibit B: Ground Lease

[Signature Page Follows]

Executed as a document under seal on this _____ day of _____, 202____.

HINGHAM HOUSING AUTHORITY,
By Its Board of Commissioners

DEVELOPER:

By: _____
Name:
Title:

GROUND LEASE

Between

THE HINGHAM HOUSING AUTHORITY

And

Dated as of _____

GROUND LEASE

This Ground Lease (this “**Lease**”) is entered into as of this _____ day of _____, 202____, by and between the **Hingham Housing Authority** (the “**Authority**”), a body politic and corporate of the Commonwealth of Massachusetts, having an address of 30 Thaxter Street, Hingham, MA 02043 and _____ (“**Tenant**”), a Massachusetts corporation/limited liability company, having an address of _____.

BACKGROUND

WHEREAS, the Authority is the owner of a 3.75-acre parcel of land, more or less, located at 100 Beal Street, Hingham, Massachusetts and described in a Quitclaim Deed recorded with the Plymouth County Registry of Deeds (the “Registry”) in Book XXX, Page XXX (the “**Land**”), which is shown more particularly on the plan attached hereto as Exhibit and incorporated herein;

WHEREAS, on _____, the Authority issued a Request for Proposals (the “**RFP**”), incorporated herein by reference and a copy of which is on file with the Authority, soliciting proposals for the development, construction and operation of _____ on the Land (the “**Property**”);

WHEREAS, _____ (the “**Developer**”) submitted a proposal in response to the RFP (the “**Proposal**”), incorporated herein by reference and a copy of which is on file with the Authority’s Executive Director, proposing to develop, construct, operate, and maintain on the Property _____ (____) residential dwellings and to rent the dwellings to low and moderate income households (the “**Project**”);

WHEREAS, the Authority accepted the Proposal;

WHEREAS, the Authority and the Developer entered into a Land Development Agreement dated _____, 2024 (the “**LDA**”), incorporated herein by reference and a copy of which is on file with the Authority Clerk, that stated the conditions that must be satisfied before the Authority would lease the Property and set forth the basic terms regarding the development of the Property;

WHEREAS, the Developer is required under the LDA to obtain permits and financing necessary to undertake the Project;

WHEREAS, the Developer has formed the Tenant for the purpose of entering into this Lease with the Authority, all as provided in the LDA;

WHEREAS, pursuant to the LDA, the Developer obtained a [Comprehensive Permit] from the [Hingham Zoning Board of Appeals _____] (as amended from time to time as permitted herein, the “**Comprehensive Permit**”), pursuant to which Tenant will construct the Project, all as set forth in the Comprehensive Permit;

WHEREAS, Tenant has obtained a construction loan for the Project from _____ (the “**Construction Loan**”), which Construction Loan is presently secured by a first priority leasehold mortgage on the Premises (defined in Section 1.1) (the “**Construction Mortgage**”);

WHEREAS, Tenant has obtained a commitment for a permanent loan of \$ _____ (the “**Permanent Loan**”) for the Project from _____ (“**Permanent Lender**”), which Permanent Loan shall be secured by a first priority leasehold mortgage on the Premises (the “**Senior Permanent Mortgage**”, and has entered into a Regulatory Agreement with the Massachusetts Executive Office of Housing and Livable Communities (“**EOHLC**”) and the Authority, recorded with the Registry in Book _____, Page _____ (the “**Regulatory Agreement**”);

WHEREAS, the Tenant has obtained commitments for subordinate loans from various lenders which loans shall be secured by a leasehold mortgage on the Premises junior to the Senior Permanent Mortgage pursuant to the terms of a master subordination agreement to be recorded with said Deeds, therewith;

WHEREAS, the Authority and Tenant wish to enter into this Lease to set forth the terms and conditions under which Tenant will develop, construct and operate the Project substantially in accordance with the RFP, the Proposal, the LDA, the Restriction (defined in Section 8.6), and this Lease (collectively, the “**Project Documents**”).

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 Lease of Premises. The Authority, for and in consideration of the covenants and agreements hereinafter contained on the part of Tenant to be paid, kept and performed, hereby leases and demises to Tenant, and Tenant hereby leases from the Authority, for the Term (defined in Section 2.1), upon the terms and conditions set forth herein, the following described premises (collectively, the “**Leased Premises**”):

The Property and any and all improvements thereon, together with any and all easements, rights, privileges, licenses, covenants and other matters that benefit or burden the Property or the use or occupancy of or access to the Property, whether or not of record, subject to the terms of this Lease.

1.2 Premises. The Leased Premises and any and all improvements constructed or placed on the Leased Premises from the date of this Lease (the “**Improvements**”) are referred to, collectively, as the “**Premises.**”

1.3 Condition of the Premises. Tenant acknowledges that it has leased the Premises after a full and complete examination thereof and finds the Premises satisfactory for its intended use and, notwithstanding the foregoing, accepts the Premises in its “AS IS” condition, in the condition and state the Premises are in as of the Commencement Date (as defined herein),

without any representation or warranty, express or implied, by the Authority except for those representations, covenants and agreements stated expressly in this Lease, if any. Landlord is not required to, and shall not, furnish any services or facilities or to make any repairs or alterations in or to the Premises, unless otherwise required by a government authority and except as otherwise required in this Ground Lease.

1.3 Authority's Access Rights. The Authority shall have the right, upon reasonable prior notice to Tenant, consisting of not less than 48 hours' notice (except in the event of an emergency, in which case notice shall be given as soon as reasonably practicable), to enter the Premises from time to time and at any time during the Term of this Lease for the purposes of inspecting the Premises, reviewing Tenant's compliance with applicable Legal Requirements, and exercising any other reserved rights, provided the Authority does not unreasonably interfere with the use of the Premises by Tenant and other entitled thereto. The Authority will repair any damage caused by the Authority to the Premises or to Tenant's other property arising out of such entry.

1.6 Quiet Enjoyment. The Authority covenants and agrees with Tenant that, so long as no Event of Default (defined in Section 14.1) has occurred under this Lease, the Tenant shall and may, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Premises and all rights, appurtenances and privileges belonging or in any way appertaining thereto without hindrance or molestation, provided that the Authority and its authorized agents may enter upon and examine the Premises as provided herein.

ARTICLE 2 - TERM

2.1 Term. The Premises are hereby leased unto Tenant and its successors and assigns for a term of ninety-nine (99) years (the "**Term**"), commencing on _____ (the "**Commencement Date**") and ending on _____ (unless earlier terminated in accordance with the provisions hereof, the "**Termination Date**").

ARTICLE 3 - TENANT'S IMPROVEMENTS

3.1 Initial Improvements. (a) Tenant shall construct _____ (____) residential units on the Premises and any and all other improvements shown on and described in the plans and specifications attached to the Comprehensive Permit (collectively, the "**Initial Improvements**"), which are incorporated herein by reference and a copy of which are on file with the Authority Clerk (the "**Design Plans**"), with such construction commencing within sixty (60) days of the Commencement Date (as the same may be extended in accordance with Section 3.1(b), the "**Construction Start Date**"). The construction of the Initial Improvements shall comply with the Comprehensive Permit, as the same may be amended from time to time, except that in no event shall the number of affordable units be reduced, and, further, no other material changes shall be made to any other provision of the Comprehensive Permit that relates to this Lease unless the Tenant submits an application to the Hingham Zoning Board of Appeals for a modification of the Comprehensive Permit (any or all of the foregoing, a "**Material Modification**"). Tenant shall construct the Initial Improvements using commercially diligent efforts in material accordance with the Final Plans (defined in Section 3.3) and in accordance with the Schedule of Performance set forth below. For purposes of this Lease, construction of the Initial Improvements shall be deemed to have "**commenced**" upon the commencement of

actual physical work (including, without limitation, site work) on the Premises pursuant to a full, unconditional building permit for the construction of the Initial Improvements, and “**Final Completion**” of the Initial Improvements will be deemed to have occurred upon the issuance of the final permanent certificate of occupancy for the Initial Improvements (the “**Final Completion Date**”). The Initial Improvements shall reach Final Completion within two (2) years of the Construction Start Date (the “**Schedule of Performance**”).

(b) Notwithstanding the foregoing, if the commencement of the Initial Improvements is prevented or delayed beyond the Construction Start Date or the construction is interrupted after its commencement because of strikes, lockouts, labor troubles, inability to procure materials, power failures, riots, insurrection, war, appeals or litigation relating to any required permits or licenses necessary to construct and use the Initial Improvements for the Permitted Uses (defined in Section 8.1), or other causes beyond Tenant’s reasonable control (provided, however, that lack of funds shall not be deemed such a cause) (collectively, “**Force Majeure**”), then the commencement of the Initial Improvements and/or the completion of the Initial Improvements shall be reasonably extended for the period of the delay.

3.3 Approval and Delivery of Final Plans. Before Tenant applies for a building permit, Tenant shall provide the Authority with a copy of the final construction drawings for the Initial Improvements for review and approval, which shall not be withheld if said drawings are substantially similar to the Design Plans (the final revised construction drawings so submitted to the Authority are hereinafter referred to as the “**Final Plans**”). The issuance of a building permit or permits shall be deemed to constitute the approval of said Final Plans.

3.4 Required Permits. Tenant shall obtain any and all permits, approvals and licenses from governmental authorities required for construction and use of the Initial Improvements (“**Required Permits**”), and for any other alterations, removals, installations, additions, changes, replacements or improvements now or hereafter made to the Premises (collectively with the Initial Improvements, “**Tenant Work**”), and shall, upon written request, provide the Authority with a copy of each. Tenant may occupy all or part of the Premises under temporary or conditional certificates of occupancy, but shall not be relieved from the obligation of obtaining permanent certificates of occupancy for the Initial Improvements or other similar licenses or permits required to permit the Premises to be used and occupied for the Permitted Uses.

The Authority agrees to reasonably cooperate with Tenant in executing any and all applications and other documents which may be necessary at any time to obtain or maintain any Required Permits, all at Tenant’s sole cost, but Tenant acknowledges that the Authority has no control over and cannot guarantee that permits required from municipal boards or officers within its statutory or regulatory authority will be granted or fees waived.

3.5 Ownership. At all times during the Term of this Lease, the Improvements and any equipment thereon shall be owned by Tenant, and Tenant alone shall be entitled to tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions. Upon the expiration or earlier termination of this Lease, Tenant shall have the right, but not the obligation, to remove the Improvements from the Premises. If Tenant elects not to remove the Improvements, and subject to the rights of the Permitted Mortgagees (defined in Section 13.2) and the rights of tenants in possession of residential units under leases with the Tenant or its agent(s), upon the expiration or earlier termination of this Lease, title to the

Improvements shall immediately vest in the Authority and shall be surrendered at that time in accordance with Section 15.1 below.

3.6 Manner of Construction; Cost of Initial Improvements. Tenant shall construct all Tenant Work in a good and workmanlike manner, in compliance with all Legal Requirements and good engineering and construction practices. The Initial Improvements shall be constructed in material compliance with the Final Plans and in strict compliance with the Required Permits. Tenant shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by Tenant Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Tenant shall pay (or cause to be paid) all costs and expenses associated with any Tenant Work and shall defend, indemnify and hold the Authority Parties (defined in Section 7.13) harmless from and against any and all claims, damages, losses, penalties, costs, expenses, demands, fees and/or liabilities (including without limitation reasonable legal fees) (collectively, “**Claims**”) attributable to Tenant Work.

3.7 Liens. If any mechanic’s, laborer’s or materialman’s lien shall at any time during the Term be filed against the Premises, the underlying fee, or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Tenant or anyone claiming under Tenant, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Authority may, but shall not be obligated to, discharge or secure the same, and any amount so paid by the Authority and all costs and expenses incurred by the Authority in connection therewith, shall be paid by Tenant within thirty (30) days from the presentment of invoices therefor.

3.8 No Consent. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent to payment or request of the Authority, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof.

ARTICLE 4 - RENT

4.1 Base Rent. Commencing on the Commencement Date and continuing thereafter throughout the Term, Tenant shall pay to the Authority annual base rent (“**Base Rent**”) in the amount of _____ Dollar (\$ _____) per year.

4.2 Additional Rent. In addition, Tenant shall pay any fee, charge or other amounts required to be paid by Tenant to the Authority (or to others under Section 5 hereof) under this Lease as additional rent (“**Additional Rent**”). Base Rent and Additional Rent (collectively, “**Rent**”) shall be paid without counterclaim, notice, demand, abatement or offset at the Authority’s address set out in Section 18.2.

4.3 Late Payments. Any payment of Rent due to the Authority hereunder not paid when due shall bear interest at a rate of ten percent (10%) per annum (the “**Default Rate**”) for each month or fraction thereof from the due date until paid in full at the Default Rate.

4.4 Triple Net Lease. Except as stated otherwise, Tenant acknowledges and agrees that this is an absolute triple net lease, and that all costs, expenses and obligations of any kind relating to the Premises, including without limitation all construction, alterations, maintenance, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, shall be paid by Tenant at Tenant’s sole cost and expense. All payments of Rent shall be absolutely net to the Authority so that this Lease shall yield to the Authority the Rent herein specified in each year during the Term of this Lease free of any taxes, assessments, charges, fees, impositions or deductions of any kind charged, assessed or imposed on or against the Premises, for which Tenant shall bear the sole responsibility. The Authority shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder.

ARTICLE 5- TAXES AND UTILITIES

5.1 Impositions. Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all of the following, if applicable: real estate and other taxes, assessments, special use or assessment district taxes, water and sewer charges, charges for meters, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on the Premises or the leasehold, and payments in lieu of such taxes, assessments, charges or fees, whether such charges are made directly to Tenant or through or in the name of the Authority. All such charges shall be referred to herein as “**Impositions.**” Tenant shall have the right to contest or object to the amount or validity of any Imposition but shall not withhold payment of any Imposition while any such contest or objection is pending. Tenant, upon request of the Authority, shall furnish to the Authority within thirty (30) days of the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to the Authority, evidencing payment thereof.

5.2 Utilities. Tenant shall be responsible, at its sole cost and expense, for installing and providing utilities to serve the Premises. Tenant shall pay, or shall cause to be paid, directly to the utility provider, all charges by any public authority or public utility for water, electricity, telephone, gas, sewer and other services supplied or rendered to the Premises, and service inspections made therefor, whether called charge, rate, tax, betterment, assessment, fee or otherwise and whether such charges are made directly to Tenant or through or in the name of the Authority (“**Utility Charges**”). Tenant covenants and agrees to hold the Authority harmless from any costs, fees and/or charges incurred in connection herewith, and to pay on demand any and all costs incurred by the Authority for utilities and similar services. The Authority makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Improvements.

5.3 Personal Property. Tenant shall pay promptly when due all taxes which may be imposed upon any and all personal property (including fixtures taxed as personal property) in, on or within the Premises directly to the assessing party.

ARTICLE 6 - REPAIRS AND MAINTENANCE

6.1 Repair and Maintenance. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall take good care of the Premises (including all Improvements) and all privately owned roadways, sidewalks, curbs, landscaped areas, fences and entranceways adjoining the same, and shall keep the same in good, safe and clean order and condition, (except for reasonable wear and tear and damage from a Taking (defined in Section 11.1 below) or from fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant pursuant to its obligations hereunder), and shall make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen in order to keep the Premises in the condition required hereunder throughout the Term. Without limitation, Tenant shall keep the driveways and privately-owned sidewalks shown on Exhibit B in good order and condition. Tenant shall keep the Premises free of accumulations of dirt and rubbish, and shall use all reasonable precautions to prevent waste, damage or injury to the Premises.

6.2 No Obligation of the Authority. Except as otherwise expressly provided herein, the Authority shall in no event be required to maintain or repair or to make any alterations, restoration, replacements, changes, additions or improvements to the Premises during the Term of this Lease.

ARTICLE 7 - INSURANCE AND INDEMNITY

7.1 Property Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Term of this Lease “all-risk” property insurance coverage insurance on the Initial Improvements and other Improvements, including, but not limited to, machinery and boilers, naming Tenant as the insured, and otherwise in the customary form for property insurance coverage of buildings of similar character in the Plymouth County area, naming the Authority as an additional insured. The amount of such insurance shall not be less than one hundred percent (100%) of the full replacement value of the Initial Improvements and other Improvements, as determined from time to time.

7.2 Builder’s Risk. During the period of any Tenant Work, Tenant shall also keep in full force and effect, at its sole cost and expense, “Builder’s All Risk” insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Authority may reasonably require.

7.3 Liability Insurance. Throughout the Term of this Lease, Tenant shall maintain, for the benefit of the Authority and Tenant, and naming the Authority as an additional insured, the following insurance: (i) general liability insurance, written on an occurrence basis, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of the Authority, Tenant, and any Permitted Mortgagee (defined in Section 13.2), including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises; and (ii) excess liability (so-called umbrella) coverage having a limit of Five Million Dollars (\$5,000,000.00) written on an

occurrence basis. Such liability insurance shall be primary and not contributing to any insurance available to the Authority, and the Authority's insurance shall be in excess thereto.

7.4 Business Personal Property Insurance. Tenant agrees that the Authority shall have no responsibility or liability for any loss or damage or injury from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant or tenants of residential units on the Premises. Throughout the Term, Tenant shall maintain personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils in amounts at least equal to the full replacement cost thereof.

7.5 Insurance Carried by Contractors. During the construction of any Improvements, Tenant shall also require the construction manager and/or general contractor to maintain (i) for the benefit of Tenant and the Authority, as additional insured, commercial general liability insurance, including products and completed operations coverage, against any claims for bodily injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the Initial Improvements for at least \$3,000,000 combined single limit; (ii) worker's compensation in amounts required by statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000), and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or nonowned, in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

7.6 Insurance Coverage Increases. On the fifth (5th) anniversary of the Commencement Date, and every five (5) years thereafter, or upon the Authority's reasonable request (which shall occur not more often than once every three (3) years), the limits of any of the above-mentioned insurance coverages shall be increased at the written request of the Authority to amounts reasonably requested by the Authority to reflect inflation or changes in the nature or degree of risks insured or to protect against judgments from time to time being awarded in Massachusetts for injury, death and property damage, but not to exceed the amounts of coverage generally maintained at the time in question for similar residential developments or properties in Massachusetts.

7.7 Insurance Carriers, Policies. All insurance provided for in this Article 7 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A-" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to the Authority. Tenant shall submit duplicate originals of all the policies required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at the Authority's reasonable request.

7.8 Blanket Policy. Nothing in this Article 7 shall prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Article 7 under a blanket insurance policy or policies covering other properties as well as the Premises, provided, however, that any such policy or policies of blanket insurance (i) shall specify therein, or in a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required by this Article 7, and (ii) such amounts so specified shall be sufficient to prevent any of

the insureds from becoming a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions of this Article 7.

7.9 Non-cancellation. Each policy or binder issued by an insurer shall contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to the Authority (ten (10) days' prior written notice in the case of non-payment of premiums).

7.10 No Separate Insurance. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article 7 to be furnished by, or which may reasonably be required to be furnished by, Tenant unless the Authority and Tenant are included therein as insureds, with loss payable as in this Lease provided. Tenant shall immediately notify the Authority of the placing of any such separate insurance and shall cause the same to be promptly delivered to the Authority.

7.11 General Requirements. All policies of insurance provided for in Article 7 hereof shall name the Authority and Tenant as the insureds as their respective interests may appear. Subject to Exhibit C and to the requirements of any documents evidencing, relating to or securing any financing held by a Permitted Mortgagee (as defined in Section 13.2), the loss, if any, under such policies shall be adjusted with the insurance companies by Tenant, and shall be payable to Tenant, except that all such payments shall be made to the Authority during the last three (3) years of the Term of this Lease. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Tenant Parties (defined in Section 7.13 below) shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant hereby waives any and all rights of recovery which it might otherwise have against the Authority or the other Authority Parties for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by the Authority or any of the other Tenant Parties. Tenant and its contractors, subcontractors and independent contractors and their insurers shall, to the extent permitted by their approved insurers, waive all rights of subrogation against the Authority and/or the other Authority Parties for losses arising from work performed by each. Any insurance or self-insurance that the Authority elects to maintain shall be excess of Tenant's insurance and from other parties insurance and shall not contribute to it.

7.12 The Authority's Right to Pay Premiums. Tenant shall pay all of the premiums for all the policies of insurance referred to in this Article 7, and the cost of such insurance shall be deemed to be Additional Rent under this Lease; provided, however, that such insurance premiums may be paid by Tenant directly to its insurer on or before the date such payment is due, or by a Permitted Mortgagee in accordance with the terms of the loan documents for the loan to Tenant. Notwithstanding anything in this Lease to the contrary, in the event of the failure of Tenant either to effect insurance in the names and amounts called for in this Lease or to pay the premiums for the insurance or to deliver the policies to the Authority, the Authority shall have the right, but not the obligation, to effect such insurance and pay the premiums for the

insurance without regard to any cure rights held by the Permitted Mortgagees, which premiums shall be repayable to the Authority as Additional Rent on demand, provided, however, that the Authority gives Tenant and all Permitted Mortgagees written notice of the same at least fourteen (14) days prior to procuring such insurance.

7.13 Tenant's Indemnification. (a) Tenant shall defend (with counsel reasonably acceptable to the Authority), indemnify and hold harmless the Authority Parties (as defined below) from and against any and all Claims which may be imposed upon or incurred by or asserted against the Authority Parties by reason of any of the following occurrences:

(i) any work or thing done during the Term of this Lease in, on or about the Premises or any part thereof, including during construction of the Initial Improvements and any other Tenant Work, by Tenant or any of the Tenant Parties (as defined below);

(ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof, including any sidewalk or curb appurtenant to the Premises, during the Term of this Lease by Tenant or any of its agents, contractors, servants, employees, subtenants, occupants, guests, licensees, operators, or invitees (together with Tenant, the "***Tenant Parties***");

(iii) any negligence or willful misconduct on the part of the Tenant Parties; and

(iv) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, including any privately owned roadway, sidewalk or curb appurtenant to the Premises, unless the same occurs solely as a result of the gross negligence or wrongful act of any the Authority or its employees, contractors, agents, and representatives (collectively with the Authority, the "***Authority Parties***").

(b) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would exist at common law or under any other provision of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 7. This Lease is made on the express condition that the Authority shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises, specifically including any damage or injury to the person or property of Tenant or any of the Tenant Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Premises, except to the extent directly and solely caused by the gross negligence or willful misconduct of any of the Authority Parties.

(c) If the Authority obtains separate counsel due to reasonable concerns that its interests and that of Tenant may be adverse or that counsel provided by Tenant may have a conflict in interest or is not providing effective representation of the Authority, then the reasonable expenses of such separate counsel shall be at Tenant's expense.

(d) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the

Authority or counsel selected by an insurance company which has accepted liability for any such claim.

7.14 Survival of Indemnities. The provisions of Section 7.13 shall survive the termination or expiration of this Lease.

ARTICLE 8 - USE OF PREMISES

8.1 Permitted Uses. The Premises and the Improvements shall be used exclusively for affordable rental housing and uses incidental thereto, as set forth more particularly in Section 9.2 and the Comprehensive Permit (collectively, the “*Permitted Uses*”).

8.2 Legal Requirements. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all laws, ordinances, by-laws, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, housing authorities, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, including without limitation the Comprehensive Permit, which may at the time in question be applicable to the Premises and the sidewalks and curbs adjoining the same, or to the use or manner of use of the same or to any of the Tenant Parties, as said laws, ordinances, by-laws, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, housing authorities, boards and officers shall at the time in question be in force and effect (collectively, “*Legal Requirements*”).

8.3 Contests. Tenant shall have the right (but not the obligation) to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to the Authority, the validity or application of any Legal Requirement, subject to Tenant providing the Authority with written notice thereof on or before the date of contesting same, and further subject to the following:

(a) If, by the terms of any such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Premises or any part thereof and without subjecting Tenant or the Authority to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject the Authority to criminal liability or fine, and provided that Tenant (i) bonds over such lien or furnishes to the Authority security, reasonably satisfactory to the Authority, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence.

8.4 Compliance with Insurance Requirements. Throughout the Term of this Lease, Tenant, at its expense, shall observe and comply with the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises.

8.5 Property Management. The Premises shall be managed by a property management company that has (i) a good business and character reputation in the community, and (ii) proven property management experience with affordable housing developments.

8.6 Affordable Housing Restriction. The Authority and Tenant agree that the Premises shall be subject to an affordable housing restriction or Regulatory Agreement for the full Term of this Lease ensuring that _____ (___%) of the units on the Premises are rented to low and moderate tenants, as set forth in Section 9.2, binding the Premises and enforceable by the Authority for the Term of this Lease, qualifying under G.L. c. 184, §31, approved and enforceable by the Authority and EOHLC in the form required or recommended by EOHLC for including the units in the Authority's Subsidized Housing Inventory (the "**Restriction**"), which Restriction will be recorded with the Registry at Tenant's sole cost and before any leasehold mortgage (including any Permitted Mortgage), lien or other encumbrance is recorded against the Premises (unless each mortgage or lien holder executes a subordination agreement, acceptable to the Authority, expressly subordinating its mortgage or other lien to the Restriction), it being recognized that in no event will a foreclosure or deed given in lieu of any lien on the Premises result in the termination of the Restriction without the Authority's prior written consent, which may be withheld in its sole and absolute discretion. If EOHLC requires changes to the Restriction subsequent to its recordation, the Authority and Tenant agree to make such reasonable changes as are acceptable to the parties. No final certificate of occupancy shall be issued for any of the units unless and until the Restriction (or any amendment thereof) has been approved and executed by EOHLC and the Authority and recorded with the Registry.

8.7 Permitted Uses. Subject to Force Majeure and except during construction of the Initial Improvements and thereafter during reasonable periods of repair, remodeling and/or restoration, Tenant covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Uses.

ARTICLE 9 - RESIDENT SELECTION; COMMITMENTS

9.1 Resident Selection. Tenant shall submit to EOHLC for approval of the resident selection policies for the affordable rental housing units (the resident selection policies approved by EOHLC are hereinafter referred to as the "**Tenant Selection Plan**"). Tenant shall promptly adopt the Resident Selection Plan. The Authority intends to obtain approval from EOHLC for a local preference for Hingham residents and/or employees of businesses of the Authority, to the extent permitted by the Legal Requirements. In the event a local preference is approved by EOHLC, such local preference shall be included in the Tenant Selection Plan.

9.2 Affordability Commitments. Tenant agrees that, from the Commencement Date to the Termination Date, and through any date through which Tenant remains in occupancy of the Premises, Tenant shall use the Property for and operate thereon a rental housing development that meets the requirements of this Section 9 (the "**Affordability Commitments**") based on the following schedule,:

- (a) _____ (___) units shall be available for rent to persons with annual household incomes at or below _____ percent (___%) of the area median annual income;

- (b) _____ (____) units shall be available for rent to persons having with annual household incomes of no more than _____ percent (____%) of the area median annual income; and
- (c) _____ (____) units shall be available for rent to persons with annual household incomes of no more than _____ percent (____%) of the area median annual income.

For the purpose of this Section 9.2, “*area median income*” shall mean the standard defined from time to time by the Department of Housing and Urban Development (or any successor thereto) as adjusted for household size, or, if defined differently in Section 42, then in accordance with the requirements, from time to time, of Section 42, and acceptable for inclusion of all the Units in the Authority’s Subsidized Housing Inventory.

Tenant shall ensure that all the units at the Premises are of comparable quality, and, to the greatest extent practicable, units leased to households of all different income tiers shall be dispersed evenly throughout the Premises.

9.3 Monitoring. Tenant covenants to work with EOHLC or an entity acceptable to EOHLC for purposes of monitoring Tenant’s compliance with the Affordability Commitments and other applicable program requirements associated with the financing of the Project (the “*Monitoring Agent*”). Tenant agrees to provide the Monitoring Agent such certifications, information, and/or reports as the Authority or the Monitoring Agent may reasonably require in writing in order to ensure compliance with the Affordability Commitments. Tenant shall notify the Authority and the Monitoring Agent in writing if Tenant discovers non-compliance with the Restriction and any of the requirements hereof. Tenant shall keep full, complete and proper books and records of all information and data collected from all resident households to assure that each resident household satisfies the Affordability Commitments, including without limitation the names and ages of members of each tenant household, which books and records shall be available at all reasonable times to the Monitoring Agent during regular business hours, all in compliance with applicable laws.

ARTICLE 10 - DAMAGE OR DESTRUCTION

10.1 Damage or Destruction. Subject to the requirements of any documents evidencing, relating to or securing any financing held by a Permitted Mortgagee (as defined in Section 13.2), if the whole or any part of the Premises be damaged or destroyed by any cause whatsoever, whether insured or uninsured, at any time during the Term of this Lease, Tenant shall, irrespective of insurance proceeds, promptly commence to replace or repair the portion of the Premises that is damaged or destroyed, and complete such repair and/or restoration with due diligence and at its sole cost and expense, with such changes, alterations or modifications as are reasonably determined by Tenant so long as such changes, alterations or modifications do not diminish the overall utility for the Permitted Uses or constitute Material Modifications. The parties recognize that such damage or destruction may require emergency replacement or repair. Subject to the requirements of any documents evidencing or securing any financing held by a Permitted Mortgagee, Tenant shall have the right to hold, use and expend such insurance

proceeds or other funds so collected for purposes of the repair, restoration or reconstruction of the Improvements, provided, however, that in the event that a casualty occurs during the last three (3) years of the Lease term, all funds shall be paid to the Authority. Subject to the foregoing, Tenant will be entitled to all insurance proceeds and proceeds of any other claims against other parties in order to effect such replacement, modifications or alterations. Provided that the insurance proceeds, together with such funds of the Tenant as are demonstrably available for the purpose of paying for repair and restoration, are sufficient to complete the repair and restoration of the Improvements, the Authority shall have no right to terminate this Lease or condition or delay the repair and restoration of the Improvements.

However, if the Premises are substantially damaged, and the insurance proceeds are required to be paid to any Permitted Mortgagee to repay the indebtedness secured by the Permitted Mortgage, Tenant's obligation to rebuild the Premises shall be limited to the amount of the proceeds received by Tenant from the insurer (the "***Remaining Proceeds***"). If in such case Tenant reasonably determines that the continued operation of the Premises after such replacement and repair in substantially the same manner as conducted prior to the damage or destruction will not be economic and feasible, then Tenant may elect, by written notice given to the Authority within one hundred eighty (180) days after the date of such casualty, not to repair or replace the portion of the Premises damaged (the "***Casualty Termination Notice***"), provided, however, that Tenant shall (a) at the Authority's request, demolish any destroyed buildings and secure any damaged buildings, in each case to a safe condition reasonably satisfactory to the Authority and in compliance with the Legal Requirements, and (b) deliver to the Authority the Remaining Proceeds and assign to the Authority all its right, title and interest to any other insurance proceeds as may be available. Tenant will vacate the Premises within sixty (60) days from delivery of the Casualty Termination Notice to the Authority, whereupon this Lease shall terminate. Tenant's obligations under this Section 10.1 shall survive the termination of the Lease.

10.2 Allocation of Proceeds. Subject to the requirements of any documents evidencing or securing any financing held by a Permitted Mortgagee, all insurance proceeds or proceeds of any claim for any damage or destruction to the Improvements, shall, notwithstanding any allocation made by the payor, be paid and allocated in the following order of priority:

- (a) First, to pay all reasonable fees and expenses of collection, including but not limited to, reasonable attorneys' fees and experts' fees, or to reimburse the parties for fees and expenses of collection previously paid by such party;
- (b) Second, to pay any then-outstanding Impositions;
- (c) Third, to pay for any restoration, repair or reconstruction authorized or required pursuant to the provisions of this Lease;
- (d) Fourth, to pay any outstanding amounts secured by mortgages held by any Permitted Mortgagees in their respective order of priority and to the extent required under each such mortgage, provided, however, that if the proceeds are insufficient to pay outstanding amounts owed to all Permitted Mortgagees, then the Tenant shall distribute the funds to Permitted Mortgagees in their respective order of priority and to the extent required under the applicable mortgage; and

- (e) Fifth, to Tenant, from which the Tenant shall be required to pay any then-outstanding Rent pursuant to this Lease; provided, however, that in the case of proceeds of any award for a damage or destruction received at any time during the last ten (10) years of the Term, Tenant shall receive the equivalent of one-tenth of the amount remaining from such proceeds after payments pursuant to (a) through (d) above, multiplied by the number of years remaining in the Term, and the remainder of proceeds shall be paid to the Authority.

In the event that the foregoing provides or is anticipated to provide compensation to any party in excess of the funds loaned or invested by such party, the Authority and the Tenant shall negotiate in good faith to revise such allocation of proceeds.

Notwithstanding the foregoing, any insurance proceeds or proceeds of any claim for any damage or destruction to the Improvements shall be subject to the provisions of Exhibit C.

ARTICLE 11 - TAKING

11.1 Award. In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between the Authority and Tenant and those authorized to exercise such right (any such matters being herein referred as a “**Taking**”), the Authority and Tenant shall have the right to participate in any Taking proceedings or agreement for the purpose of protecting their respective interests hereunder. Each party so participating shall pay its own expenses therein.

11.2 Termination. (a) If at any time during the Term of this Lease there shall be a Taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the earlier of (i) the date upon which the condemning authority takes possession of the real estate subject to the Taking; or (ii) the date title to the real estate is vested in the condemning authority. For the purpose of this Article, “**substantially all of the Premises**” shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the restoration of the Improvements such as to allow the economic and feasible operation of fifty percent (50%) or more of the units by Tenant. If substantially all of the Premises shall be taken, and Tenant elects not to terminate this Lease, any requirement by the Authority to operate _____ (____) residential units shall be reduced accordingly. All proceeds of any award for any taking, whether pro tanto or final, shall, notwithstanding any allocation made by the awarding authority, be paid and allocated in accordance with the provisions of Section 10.2 (a) through (d) of this Lease, and any remainder shall be allocated between the Authority and Tenant in proportion to their respective interests, determined as follows: Tenant’s interest in any Taking award will equal the net value to Tenant of the remaining Term of this Lease, the value to Tenant of the use and enjoyment of the Improvements, and Tenant’s relocation expenses insofar as relocation expenses are paid by the Taking authority (collectively, the “**Tenant’s Share**”). The Authority’s interest in any taking by Condemnation will equal the value of its fee interest plus the remaining interest in the Improvements (the “**Authority’s Share**”). Notwithstanding the foregoing, however, the Authority shall not share in any Taking award with respect to the Improvements unless and until the unpaid balance of the Permitted Mortgages on the Premises, if any, is paid in full, all such Taking proceeds being used first to pay off and discharge such Permitted Mortgage.

(b) No such termination of this Lease under this Article 11 shall release Tenant from any obligation hereunder for Rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid rent and insurance premiums beyond the effective date of such termination shall be adjusted.

11.3 Insubstantial Taking. If a portion of the Premises is taken and Section 11.2 does not apply, then this Lease will automatically terminate on the date of the Taking only as to the portion of the Premises taken and this Lease will continue in full force and effect with respect to the remaining portion of the Premises. In such event, any partial Taking award shall be paid first to the Permitted Mortgagees, in their order of priority, to satisfy or reduce the balance secured by Permitted Mortgages; second, to Tenant in an amount equal to the unamortized cost of any Improvements constructed by Tenant on the portion of the Premises subject to the Taking; and third, to the Authority. Provided that the amount of the Taking award available for reconstruction, together with such funds of the Tenant as are demonstrably available for the purpose of paying for repair and restoration, are sufficient to complete reconstruction contemplated by the plans and specifications, the Authority shall have no right to terminate this Lease or condition or delay Tenant's reconstruction of the Improvements, provided that Tenant undertakes and completes the repair/restoration using commercially diligent efforts.

11.4 Temporary Taking. If the whole or any part of the Premises shall be the subject of a temporary Taking of ninety (90) days or less, this Lease shall remain in full force, and Tenant shall be entitled to receive the entirety of any award so made for the period of the temporary Taking which is within the Term.

Notwithstanding the foregoing, any insurance proceeds or proceeds of any claim for any damage or destruction to the Improvements shall be subject to the provisions of Exhibit C.

ARTICLE 12 – HAZARDOUS MATERIALS

12.1 Environmental Laws Defined. “***Environmental Laws***” means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (“***CERCLA***”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“***RCRA***”); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“***SARA***”); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. (“***TSCA***”); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass.Gen.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass.Gen.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Material (defined in Section 12.4 below) or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances,

including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

12.2 Tenant's Environmental Representations, Warranties and Covenants. Tenant hereby represents, warrants and covenants as follows:

(a) Except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials (defined in Section 12.4 below) to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises. Without limiting the generality of the foregoing, Tenant is not, and will not become, involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by Legal Requirements.

(b) No activity shall be undertaken on the Premises by Tenant which would cause (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into the Premises, any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(c) Tenant shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Authority), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including all removal, containment and remedial actions. Tenant shall pay or cause to be paid at no expense to the Authority all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.

(d) Tenant, upon execution of this Lease, shall furnish the Authority with a copy of any Material Safety Data Sheets and any updates thereto or any list of substances listed on the so-called Massachusetts Substance List, established pursuant to Mass. Gen. Laws Chapter 111F which Tenant is required to prepare, file or maintain pursuant to said chapter for any substances used or stored on the Premises. If said Material Safety Data Sheets or lists should be changed or updated during the Term of this Lease, Tenant shall promptly furnish a copy of such updated or changed Material Safety Data Sheets or list to the Authority.

12.3 Intentionally Deleted.

12.4 Hazardous Materials Defined. For purposes of this Lease, "**Hazardous Materials**" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health,

safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental Law.

12.5 Notices. (a) Tenant shall provide the Authority with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Tenant to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to the Authority concurrently with mailing or delivery to the governmental agencies or authorities. Tenant also shall provide the Authority with copies of any notices of responsibility or any other notices received by or on behalf of Tenant from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises, Tenant shall deliver to the Authority any documentation or records as the Authority may reasonably request and which are in Tenant's possession, and the Authority shall deliver to Tenant any documentation or records as Tenant may reasonably request and which are in the Authority's possession and may be lawfully delivered to Tenant.

(b) Tenant or the Authority shall immediately notify the other party and Permitted Mortgagees in writing should Tenant or the Authority become aware of (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject the Authority, Tenant or the Premises to a Claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (ii) any lien filed, action taken or notice given of the nature described in this Section 12; (iii) any notice given to Tenant from any occupant of the Premises or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises.

12.6 Tenant's Environmental Indemnity. Tenant hereby presently, unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel acceptable to the Authority and save harmless the Authority Parties for, from and against any and all Claims (including, without limitation, attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of the Authority Parties and arising from any violation or alleged violation of Environmental Laws, the discovery of or any release of Hazardous Materials on or from the Premises, any environmental problem or other environmental matter described herein relating to the Premises, or as a consequence of any of Tenant's interest in or operation of the Premises, including, without limitation, matters arising out of any breach of Tenant's covenants, representations and warranties. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive the expiration or termination of this Lease. In

addition, the covenants and indemnities of Tenant contained herein shall survive any exercise of any remedy by the Authority under the Lease. Tenant agrees that the indemnification granted herein may be enforced by any of the Authority Parties, provided, however, that nothing contained herein shall prevent the Authority from exercising any other rights under the Lease.

ARTICLE 13 - TRANSFER OF TENANT'S INTEREST

13.1 Assignment by Tenant. Except as provided in Section 13.2, Tenant will not assign this Lease or any interest in this Lease or sublet or permit any other person to occupy or use the Premises or any portion thereof (except for leasing the units to income qualified households) prior to the Final Completion of the Initial Improvements without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. After Final Completion of the Initial Improvements, the Authority's consent shall not be unreasonably withheld, delayed or conditioned provided such assignee or transferee shall (i) have a good reputation in the community and experience operating projects similar to the Project, (ii) use the Premises for the Permitted Uses, and (iii) enter into an Assumption Agreement with the Authority, expressly assuming Tenant's obligations under the Lease. Notwithstanding the foregoing, Tenant shall have the right to assign or transfer its rights under this Lease to any entity that Tenant controls, provided that (i) Tenant sends written notice to the Authority at least thirty (30) days prior to any such transfer, notifying the Authority of the transferee's name and evidence of the control that Tenant exercises over such transferee, and obtains the Authority's written consent, not to be unreasonably withheld, (ii) any such transferee enters into an Assumption Agreement, expressly agreeing to perform all of Tenant's obligations under this Lease; and (iii) Tenant shall guarantee the transferee's performance of such obligations, and shall be jointly and severally liable with the transferee until a final certificate of occupancy has been issued for all the units.

13.2 Leasehold Mortgages. (a) Notwithstanding anything to the contrary contained in this Lease, Tenant may, upon prior written notice to the Authority, from time to time, encumber, hypothecate or mortgage its interest in the Premises with one or more mortgages, assignments of leasehold interest or any other security instruments in favor of a lender or lenders as partial security for a loan or loans (a "**Permitted Mortgage**" and the holder of such Permitted Mortgage, a "**Permitted Mortgagee**"). Each such Permitted Mortgage shall mature no later than the last day of the term of this Lease, be a leasehold mortgage only, and be expressly subject and subordinate to the terms and conditions of this Lease, including, without limitation, the Affordability Commitments. In no event will the foreclosure of any Permitted Mortgage or deed given in lieu thereof terminate or adversely affect the Affordability Commitments. It is expressly understood and agreed that Tenant has no right to mortgage or otherwise encumber the fee title to the Premises, except that Tenant may encumber the Improvements that Tenant constructs on the Premises. Tenant shall promptly deliver to the Authority a true copy of the Permitted Mortgage and any assignment thereof. Tenant shall notify the Authority of the address of the Permitted Mortgagee to which notices may be sent, it being understood and agreed that the Authority shall have no obligation to notify a Permitted Mortgagee of any default under this Lease until and unless the then-current address of such Permitted Mortgagee shall have been provided to the Authority in writing. The Authority and Tenant hereby agree that there shall be no modification of this Lease that would materially and adversely affect such Permitted Mortgagee's rights hereunder without the prior consent in writing of the Permitted Mortgagee.

(b) Permitted Mortgages not Assignment. For the purpose of this Section 13, the making of a Permitted Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall any Permitted Mortgagee, as such, be deemed an assignee or transferee of this Lease or of the leasehold estate hereby created so as to require such Permitted Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder; but the purchaser at any sale of the leasehold interest created by this Lease in any proceedings for the foreclosure of any Permitted Mortgage, or the assignee or transferee of such leasehold interest under any instrument of assignment or transfer in lieu of the foreclosure of any Permitted Mortgage, shall be deemed to be an assignee or transferee (without requiring the consent of the Authority pursuant to Section 13.1) and shall be deemed to have assumed the performance of all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, and shall execute a written instrument assuming Tenant's obligations hereunder promptly upon request by the Authority.

(c) Permitted Mortgagee Cure Rights. In the event Tenant defaults in the payment of Rent or any other sum of money payable under this Lease, in obtaining and/or maintaining the insurance required hereunder, or any other default or failure curable by a payment of money (any and all of the foregoing, a "**Monetary Default**"), the Authority shall not have the right to terminate this Lease unless the Authority shall have given a copy of the Monetary Termination Notice (defined in Section 14.2) to Tenant and the Permitted Mortgagees, and such Permitted Mortgagees, without being under any obligation to do so, shall have failed to cure such Monetary Default within the sixty (60)-day notice period set forth in the Monetary Termination Notice (defined in Section 14.2). In the case of any default by the Tenant not curable by the payment of money hereunder (a "**Non-Monetary Default**"), the Authority shall not have the right to terminate this Lease by reason of any such default unless the Authority shall have given a copy of the Non-Monetary Termination Notice (defined in Section 14.2) to Tenant and the Permitted Mortgagees and such Permitted Mortgagees, without being under any obligation to do so, shall have failed to cure such Non-Monetary Default with the ninety (90) day-period set forth in Section 14.2, or, if such Non-Monetary Default cannot reasonably be cured within such ninety (90) days, within such longer period as is required to cure such default, including such period of time as may reasonably be required for Permitted Mortgagee to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby, provided that the Permitted Mortgagee shall have commenced cure or appropriate measures to obtain possession of the Premises or title to the Tenant's leasehold estate created hereby within such ninety (90)-day period and thereafter continues diligently to effect such cure or obtain such possession or title. The Permitted Mortgagee shall not be required to continue such foreclosure proceedings if the default shall be cured by Tenant. Upon the expiration of any applicable cure period, the Authority shall notify the Permitted Mortgagee whether or not Tenant has effectuated a cure within said cure period. The provisions of this Section 13.2(c) are conditioned on the following provisions:

(i) Acquisition of Possession. The Permitted Mortgagee shall, within forty-five (45) days after notice of such Tenant Non-Monetary Default, notify the Authority of its election to proceed with due diligence promptly to acquire possession of the Premises or to foreclose the Permitted Mortgage or otherwise to obtain ownership of Tenant's interest in this Lease. Such notice from the Permitted Mortgagee shall be accompanied by an instrument in writing wherein such Permitted Mortgagee agrees that:

(A) during the period that such Permitted Mortgagee shall be in possession of the Premises and so long as it remains in possession and/or during the pendency of any such foreclosure or other proceedings and until the interest of Tenant in this Lease shall terminate or such proceeding shall be discontinued, it will pay or cause to be paid to the Authority and to others all sums from time to time becoming due hereunder during such period; and

(B) if delivery of possession of the Premises shall be made to such Permitted Mortgagee, whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such Permitted Mortgagee shall, promptly following such delivery of possession, perform all the covenants and agreements thereafter arising and herein contained on Tenant's part to be performed (including, but not limited to the Affordability Commitments and the payment of Rent and Additional Rent) except such covenants and agreements which cannot with the exercise of due diligence be performed by such Permitted Mortgagee (such as a default under Section 14.1(e)). Nothing in this subclause (B) shall be construed to require such Permitted Mortgagee to perform any of the Tenant's obligations hereunder accruing after such Permitted Mortgagee ceases to be in possession.

ARTICLE 14 – DEFAULT AND TERMINATION

14.1 Events of Default. Each of the following events shall be deemed an “*Event of Default*” hereunder:

(a) if Tenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Lease or to observe any provision that is curable by a payment of money, and such failure shall continue for a period of thirty (30) days after notice from the Authority to Tenant;

(b) if Tenant shall fail to comply with the provisions of Sections 8.2 or 9.2 hereof, and such failure shall continue for a period of sixty (60) days after notice from the Authority to Tenant;

(c) If Tenant shall fail to maintain any insurance required to be maintained by Tenant hereunder, and such failure shall continue for a period of thirty (30) days after notice from the Authority to Tenant;

(d) if Tenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Lease, other than those referred to in subsections (a), (b) and (c) of this Section 14.1, for a period of sixty (60) days after notice from the Authority to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such sixty (60) day period, within ninety (90) days from the date of notice from Authority to Tenant; and/or

(e) if Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be

initiated against Tenant any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

Notwithstanding the foregoing, if there is an Event of Default under subsections 14.1(b) and (d) and such Event is caused primarily because of a Force Majeure event, then such Event of Default shall be excused only for the period of delay caused by the Force Majeure event.

14.2 Remedies. Upon an Event of Default, the Authority at any time thereafter may give written notice to Tenant specifying such Event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be least sixty (60) days after the giving of such notice if the Event of Default is a Monetary Default (the “**Monetary Termination Notice**”), and which shall be at least ninety (90) days for Non-Monetary Defaults (the “**Non-Monetary Termination Notice**”), subject to the rights for notice and cure for the Permitted Mortgagees as set forth in Section 13.2(c). Upon the date specified in such Monetary Termination Notice or the Non-Monetary Termination Notice, as the case may be, this Lease and the Term hereby demised and all rights of Tenant under this Lease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Lease shall remain in full force and effect), and Tenant shall remain liable as hereinafter provided. In the event that Tenant and the Permitted Mortgagees elect not to remove the Improvements, as provided in Section 15, all Improvements shall become the property of the Authority without the necessity of any deed or conveyance from Tenant to the Authority. Tenant agrees upon request of the Authority to immediately execute and deliver to the Authority any deeds, releases or other documents deemed necessary by the Authority to evidence the vesting in the Authority of the ownership of all Improvements. Upon such termination, the Authority may re-enter the Premises and dispossess Tenant and anyone claiming by, through or under Tenant by summary proceedings or other lawful process.

14.3 Authority’s Right To Perform Tenant’s Covenants. (a) Upon any Event of Default, the Authority may, but shall be under no obligation to, cure such default. The Authority may enter upon the Premises (after five (5) days’ written notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary.

(b) The Authority shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant thereof by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby. The Authority shall minimize interference with or disruption of Tenant or Tenant’s business, occupants, operators and or lessees.

(c) All reasonable sums so paid by the Authority and all reasonable costs and expenses incurred by the Authority, including reasonable attorneys’ fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by the Authority of such cost and expense until the date paid in full, shall be paid by Tenant to the Authority, as Additional Rent, on demand. If the Authority shall exercise its rights under this Section to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and the

Authority shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such obligation to the Authority upon demand.

14.4 No Waiver. No failure by either the Authority or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Authority or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Authority or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14.5 Injunctive Relief. In the event of any breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, the Authority shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

14.6 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Authority or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

14.7 Authority Default. The Authority shall not be in default of any of its material obligations under this Lease unless and until Tenant shall have given written notice to the Authority specifying the nature of such default and the Authority shall have failed to cure the same within ninety (90) days from the date of said notice, provided that if such default cannot reasonably be cured within said ninety (90)-day period, if the Authority shall have failed to commence the cure within the ninety (90)-day period and thereafter completed the same within a reasonable period of time.

ARTICLE 15 - SURRENDER; HOLD-OVER

15.1 Surrender. (a) Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, have the right, but not the obligation, to remove any Improvements made by Tenant from the Premises. Tenant shall quit and peacefully surrender and deliver up the Premises, including the Improvements (if Tenant elects not to remove the same), subject to the rights of a Permitted Mortgagee hereunder, to the possession and use of the Authority without delay and in good order, condition and repair (excepting only reasonable wear and tear and damage from a Taking or from a fire or other casualty after the last repair, replacement, restoration or renewal required to be made by Tenant, all as provided under this Lease). The Premises shall be surrendered free and clear of all liens and encumbrances other than those

existing at the commencement of the Term or those created or suffered by the Authority. Upon or at any time after the expiration or earlier termination of this Lease, the Authority shall have, hold and enjoy the Premises and the right to receive all income from the same.

(b) Tenant shall, within sixty (60) days after the expiration or earlier termination of this Lease, remove from the Premises all the Improvements (as provided in Section 15.1(a)) and other personal property, repair any damage to the Premises caused by such removal, unless the Authority permits such property to remain, and restore the Premises to the condition they were in as of the Commencement Date.

15.2 Holdover. If Tenant or any party claiming by, through or under Tenant, retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then the Authority may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, or (ii) a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to the Authority all damages sustained by the Authority resulting from retention of possession by Tenant. The provisions of this Section 15.2 shall not constitute a waiver by the Authority of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the Authority's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

15.3 Survival. The provisions of this Article 15 shall survive the expiration or earlier termination of this Lease.

ARTICLE 16 - ESTOPPEL CERTIFICATES

The Authority and Tenant promptly shall execute and deliver to each other or to any Permitted Mortgagee, within fifteen (15) business days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any. Any such certificate may be relied upon by the Authority, Tenant, any Permitted Mortgagee, and any transferee or assignee of a Permitted Mortgagee.

ARTICLE 17 - NON-DISCRIMINATION COVENANTS

17.1 Non-Discrimination. With respect to its exercise of all rights and privileges granted herein, Tenant agrees that Tenant, its successors in interest, sublessees, licensees, operators, and assigns shall not discriminate against any person, employee, or applicant for employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in Tenant's use of the Premises, including the hiring and discharging of employees, the provision or use of services, and the selection of suppliers and contractors.

17.2 Non-Compliance. Tenant shall defend, indemnify and hold the Authority Parties harmless from and against any and all Claims of third persons resulting from Tenant's non-compliance with any of the provisions of this Article 17.

ARTICLE 18 - MISCELLANEOUS

18.1 Amendments to Lease. This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by the Authority and Tenant.

18.2 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to Tenant to:

Attention: _____
Phone: _____
Fax: _____

with a copy to:

Attention: _____
Phone: _____
Fax: _____

or to such other address as Tenant may from time to time designate by written notice to the Authority, or if to the Authority, addressed to:

Hingham Housing Authority
30 Thaxter St.
Hingham, MA 02043
Attn: James Marathas
Phone: (781) 741-1417
Fax: (781) 741-9888

or to such other address as the Authority may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

18.3 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than

those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.4 Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and two or more or all of such rights and remedies may be exercised at the same time.

18.5 Integration. All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties.

18.6 Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of the Authority, its successors and assigns, and Tenant, its successors and assigns.

18.7 Notice of Lease. The Authority and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the Essex County Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

18.8 Enforcement of the Parties' Liability. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, the Authority's liability under this Lease shall be enforceable only out of the Authority's interest in the Premises; and there shall be no other recourse against, or right to seek a deficiency judgment against, the Authority, nor shall there be any personal liability on the part of the Authority or any member of any officer, employee, agent or representative of the Authority, with respect to any obligations to be performed hereunder. Anything contained in this Lease to the contrary notwithstanding, there shall be no personal liability on the part of Tenant or any partner of Tenant, or any officer or employee of Tenant, with respect to any obligations to be performed hereunder. In no event shall any party be liable for indirect, special, consequential or punitive damages, including any lost revenues.

18.9 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

18.12 Massachusetts Law Governs. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and all claims relating in any way to this Lease shall be brought in the courts of the Commonwealth of Massachusetts.

18.13 Time of the Essence. Time shall be of the essence hereof.

18.15. No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between the Authority and Tenant or to make the Authority an associate in any way of Tenant in the conduct of Tenant's business, nor shall the Authority be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

18.16 Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

18.17 Brokers. The Authority and Tenant each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation therefor.

18.18 Covenants Running with the Land. Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the Term of this Lease, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) the benefits shall inure to the Authority.

18.19 Tenant Request for Consent. Tenant shall reimburse the Authority for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for the Authority's consent hereunder.

[Signature on Following Page]

EXECUTED as of the date first set forth above.

HINGHAM HOUSING AUTHORITY
By Its Board of Commissioners

TENANT:

By: _____
Name:
Title:

Exhibits

Exhibit A – Legal Description of Premises

Exhibit B – Plan of Premises

Exhibit C – Ground Lease Mortgagee Protection Provisions

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B

PLAN OF PREMISES

EXHIBIT C

GROUND LEASE MORTGAGEE PROTECTION PROVISIONS