

**HEARINGS, MEETINGS, LICENSES**

**6-16-14**

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A hearing will be held in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, June 16, 2014 at 7:20 PM, for the purpose of discussing an application filed by Outback Engineering on behalf of Carl Cavossa/Lorden Oil Co., Inc. , d.b.a. ~~Lorden Propane for a new Above Ground Fuel Storage Tank license with a total quantity of 140,000~~ gallons of propane to be stored and a total quantity of 1,000 gallons of Diesel Fuel to be stored for property located at Wareham Street, Assessors Map 94, Lot 1026, Middleborough, MA. Anyone desiring to be heard on this matter should appear at the time and place designated.

Allin Frawley  
Leilani Dalpe  
John M. Knowlton  
Diane Stewart  
Stephen J. McKinnon  
BOARD OF SELECTMEN

Publish: June 5, 2014

Payment forthcoming – Advertiser #300074



FP-2A  
(Rev. 12-2008)

The Commonwealth of Massachusetts  
City/Town of MIDDLEBOROUGH

RECEIVED  
10:24 AM  
MAY 21 2014  
ALLISON J. FURNO  
TOWN CLERK

### Application For License

Massachusetts General Law, Chapter 148 §13

New License     Amended License

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: WAREHAM ST. LOT-3 MAP 94 LOT 1026  
Street, Number and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: CARL CAVOSSA / LORDEN OIL CO INC DBA LORDEN PROPR

Address of Land Owner: 28 MARTINGALE CIRCLE E. FALMOUTH.

Use and Occupancy of Buildings and Structures: \_\_\_\_\_

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments \_\_\_\_\_

Attach a copy of the current license

#### Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 2)

- ❖ Maximum amount (in pounds) of Class 1.3G: \_\_\_\_\_ Type/class of magazine used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.4G: \_\_\_\_\_ Type/class of magazine used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.4: \_\_\_\_\_ Type/class of magazine used for storage: \_\_\_\_\_

Total aggregate quantity of all classes of fireworks to be stored: \_\_\_\_\_

#### LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 6)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 2 - 60,000 GALLON TANKS  
BORTAL DELIVERY TRUCK  
AND HOME TANKS

List sizes and capacities of all underground containers used for storage: \_\_\_\_\_

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: \_\_\_\_\_

List sizes and capacities of all underground containers used for storage: \_\_\_\_\_

Total aggregate quantity of all LP-gas to be stored: 140,000 GALLONS ABOVE GROUND TOTAL.  
CLASS 1A LIQUIDS

**Explosives** (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 13)

- ❖ Maximum amount (in pounds) of Class 1.1: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.2: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.3: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.4: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.5: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_
- ❖ Maximum amount (in pounds) of Class 1.6: \_\_\_\_\_ Number of magazines used for storage: \_\_\_\_\_

**Flammable and Combustible Liquids, Flammable Gases and Solids**

Complete this section for the storage of flammable and combustible liquids solids and gases; see 527 CMR 14; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet	CONTAINER UST, AST, IBC, drums
PROPANE	1A	140,000	GALLONS	AST
DIESEL FUEL	2	1,000	GALLONS	AST

- Total quantity of all flammable liquids to be stored: \_\_\_\_\_
- Total quantity of all combustible liquids to be stored: \_\_\_\_\_
- Total quantity of all flammable gases to be stored: \_\_\_\_\_
- Total quantity of all flammable solids to be stored: \_\_\_\_\_

I, TED LORDEN, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Ted Lorden Date 5-19-14 Name TED LORDEN

Fire Department Use Only

I, Lance Benjamino, Head of the MIDDLEBORO Fire Department endorse this application with my

Approval  Disapproval

Signature of Head of the Fire Department Lance Benjamino Date 5/20/14

Recommendations: Storage shall not exceeds 140,000 gal of LPG Class 1A at anytime on property.



Town of Middleborough  
Massachusetts

BOARD OF SELECTMEN  
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 5-21-14  
NAME OF APPLICANT TED LORDEN / LORDEN OIL CO INC DBA Lorden Propane  
ADDRESS OF APPLICANT 69 FITCHBURG ROAD AYER, MA.  
ASSESSORS MAP & LOT \_\_\_\_\_  
DAYTIME TELEPHONE 978-771-9540

NAME OF BUSINESS LORDEN OIL CO INC DBA Lorden Propane 1343  
OWNER OF PROPERTY TO BE LICENSED TED LORDEN / CARL CAVOSSA  
ADDRESS OF PROPERTY TO BE LICENSED WAREHAM ST.  
ASSESSORS MAP & LOT MAP 94 LOT 1026

TYPE OF LICENSE REQUESTED (Check One)  
2<sup>nd</sup> Hand \_\_\_\_\_ WRPD \_\_\_\_\_  
Class I Automobile Dealer License \_\_\_\_\_ Earth Removal Permit \_\_\_\_\_  
Class II Automobile Dealer License \_\_\_\_\_ Liquor License \_\_\_\_\_  
Class III Automobile Dealer License \_\_\_\_\_ Junk Dealer \_\_\_\_\_  
Entertainment \_\_\_\_\_ Other PROPANE STORAGE AND DISTRIBUTION w/ OFFICE BUILDING

Anticipated Start Date for Business: 10-1-14  
Days & Hours of Operation: 7:00 AM TO 5:00 P.M.

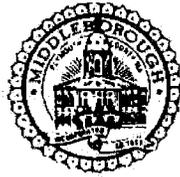
Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?  
If yes, explain: CURRENT LICENSE FOR PROPANE STORAGE IN AYER, MA.

Signature Ted Lorden  
DATE OF HEARING: \_\_\_\_\_

\* Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3<sup>rd</sup> floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:  
Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO



The Board of Selectmen will hold a public hearing in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, June 9, 2014 at 8 PM, for the purpose of discussing an application filed by Outback Engineering on behalf of Lorden Oil Co., Inc., d.b.a. Lorden Propane for a Special Permit under the Water Resource Protection District By-law to allow for the construction of a 120' x 62' propane distribution facility and its associated parking area in the WRPD Z3 district and to allow for a maximum of 40% of the total lot area to be impervious at Wareham Street (lot 3), Assessors Map 94, Lot 1026, Zoning District – General Use. Anyone wishing to be heard on this matter should appear at the time and place designated.

Allin Frawley  
Leilani Dalpe  
John M. Knowlton  
Diane Stewart  
Stephen J. McKinnon  
BOARD OF SELECTMEN

Publish: 5/29/14 **AND** 6/5/14

Payment forthcoming – Advertiser #300074

Continued to 6/16/14 @ 7:25pm



165 East Grove Street  
Middleborough, MA 02346  
Tel # 508-946-9231 Fax # 508-947-8873  
[www.outback-eng.com](http://www.outback-eng.com)

Civil Engineers + Land Surveyors + Wetland Scientists + Soils Laboratory

June 13, 2014

Middleborough Board of Selectment  
c/o Mr. Charles J. Cristello, Town Manager  
Town Hall Building  
10 Nickerson Avenue  
Middleborough, MA 02346

**Subject: WRPD Application – Lorden Propane – Wareham Street, Middleborough, MA OE-2275**

Dear Board Members:

On behalf of Lorden Propane, we are submitting the following documents in response to the engineering review letter dated June 4, 2014 by Atlantic Design Engineers, Inc. (ADE) and the review letter from Robert J. Whalen, Building Commissioner / Zoning Enforcement Officer to the Middleborough Board of Selectmen dated June 6, 2014 and Memorandum dated 6/3/2014 from Patricia Cassady, Middleborough Conservation Agent:

- “Site Plan for Wareham Street in Middleborough, Massachusetts dated May 20, 2014 and last revised June 13, 2014 (5 sheets)
- “Drainage Report ‘Wareham Street’ Proposed Commercial Development in Middleborough, Massachusetts” dated May 20, 2014 and last revised June 13, 2014.

Our responses to ADE’s comments are as follows:

**General Comments / Drainage Review**

**Comment 1:** The drainage system proposes to discharge directly onto Wareham Street, which is a State Highway. Therefore, MassDOT approval will be required. We suggest a condition that if MDOT requires changes, revised plans should be submitted to the Board for review and approval.

**Response:** *Additional soil observation holes performed at the site of the proposed infiltration basin have allowed the proposed basin to be re-designed. The re-designed infiltration basin is capable of storing and infiltrating a larger volume of runoff, allowing runoff only from the 10-year storm event and larger to be discharged through a proposed level spreader. The level spreader is intended to induce sheet flow from the outlet, as opposed to a point source discharge. The only other discharges from the basin are an emergency overflow berm, designed at an elevation above the 100-year storm event elevation, and a underdrain drawdown device, which will only be utilized if it is necessary to drain the basin.*

**Comment 2:** The Board should determine whether the basin should be fenced in for safety.

**Response:** *No Response Necessary (NRN)*

**Comment 3:** No soil evaluated test pit data was provided for the infiltration basin. This information is critical to confirm the design.

**Response:** *Three soil observation holes were excavated at the location of the proposed infiltration basin, and soil logs have been provided on sheet 4.*

**Comment 4:** The design of the basin outlet pipe, an 18" pipe directly discharging onto Wareham Street at the corner of the property is a concern, especially considering the abutting residence and driveway, hydrant, and utility pole at this location. A long level spreader/overflow along Wareham Street or a direct tie into the storm system should be investigated. Stormwater that is presently flowing onto Wareham Street over the entire property is now being partially converted to a single point discharge.

**Response:** *See response to comment 1.*

**Comment 5:** The water quality tank should be revised per the DEP/Mass Highway Standards with openings in the first baffle wall and inverted elbow/traps in the 2<sup>nd</sup> baffle wall. DEP also requires that these units be placed offline.

**Response:** *The water quality tank detail has been revised to show openings in the first baffle wall and inverted elbows in the 2<sup>nd</sup> baffle wall. The tanks have also been placed offline. The deep sump catch basins will split flow between the water quality tanks and the downslope drain manhole. The invert elevations of the outlet pipes to the downslope drain manholes have been designed to be higher than the outlet pipes to the water quality tanks by an amount equivalent to the depth of flow in the 8" pipe to the water quality tank during the 2-year 24-hr storm event.*

**Comment 6:** No buffers have been provided from the basin to the abutting residences to the north.

**Response:** *The proposed infiltration basin has been moved approximately 15 feet to the south to provide a landscaped buffer to the abutting property to the north.*

**Comment 7:** There appears to be an existing basin and an 18" pipe on Lot 274 that is not considered in the calculations, yet it is combining with the basin outlet pipe at the corner of the property. (There will be 2-18" pipes discharging at this location. See comment #4)

**Response:** *Additional topographic survey was performed in this area. The existing basin has been incorporated into the pre- and post-development drainage analyses. As a result of the proposed basin re-design, the existing discharge pipe from the existing basin is proposed to remain un-altered. Where the proposed basin will not discharge any runoff for storm events up the 100-year event, the existing pipe will be the only discharge at this location.*

**Comment 8:** We question the TC flow path chosen for EDA-1. It appears that after point B, it should flow more to the north, in the channel formed by the 115 contours and then westerly towards the corner of the property. This appears to be a longer/flatter route than the one chosen in the calculations.

**Response:** *By including the existing basin in the pre- and post-development drainage analyses, the drainage subcatchment areas have been revised. Additional topographic survey has been performed in the flat area, and spot grades have been shown on the plans. The suggested flow path has been incorporated into the revised subcatchment area analyses.*

Our responses to Mr. Whalen's comments are as follows:

**Comment 1:** The parking spaces shown do not meet the requirements of the Middleborough Zoning By-Law. The parking spaces are required to be 10' x 20'.

**Response:** *The proposed parking spaces have been revised to be 10' x 20'.*

**Comment 2:** The proposed landscape plan does not meet the Landscaping and Screening requirements of the Middleborough Zoning By-Law. Screening would be required where the

commercial property abuts residential property on each side of the proposed project. The proposed landscape island in the front is inadequate.

**Response:** Existing wooded vegetation is proposed to remain on along the property lines of the abutting residential uses. Proposed landscaping beds have been added to the southerly abutting property to provide further screening. A 15' wide natural existing tree buffer is proposed along the northerly abutting property, which will be enhanced with additional planting if necessary. The landscape buffer at the front of the proposed parking area has been enlarged, and additional planting are proposed. It is noted on the plans that all areas not disturbed by pavement or landscaped areas are to be loamed and seeded.

**Comment 3:** The proposed plans do not reference Old Wareham Street which crosses through this property. There may be abutters that have rights to this street.

**Response:** The right of way over Old Wareham Street has been relocated to a proposed access driveway on Lot 274. There are no rights to the section of Old Wareham Street which formerly crossed the site.

**Comment 4:** A curb cut would be required from Massachusetts Department of Transportation before a building permit can be applied for.

**Response:** A filing with MassDOT will be obtained prior to the Building Permit application.

Our responses to the Conservation Agent comments are as follows:

**Comment 1:** The original Order of Conditions under DEP file #SE220-1007 was issued by the Conservation Commission on 3/2/2008 to expire on 3/6/2011. A request was submitted on 11/4/2010 to extend the permit for another 3 years. This extension was issued with an expiration date of 3/6/2014. Through the Massachusetts Permit Extension Act the permit has another 4 year extension making the Order of Conditions good till 3/6/2018.

**Response:** This order was for the proposed site plan on the adjacent properties Lots 1 and 2 shown on Assessors Map 94 as Lots 5966 and 274 respectively. Site Plans for the "Cavossa Industrial Facility" by Prime Engineering were submitted as part of the application and called for the construction of an entrance drive on Lot 2 and a proposed building parking and drainage on Lot 1. No work for Lot 3 (site of the current application for a proposed propane distribution facility) was proposed. However, the wetland delineation on Lot 3 was part of the approved filing and the delineation is still valid. Our application to the Board of Selectmen for Lorden Propane is separate from the Cavossa Facility except that the delineation has been approved. All proposed work is outside the 100' buffer from the wetlands.

**Comment 2:** This Order of Conditions was approved for the construction of 2,100 linear feet of road for a 12 lot commercial/industrial subdivision.

**Response:** See Response to Comment 1.

**Comment 3:** This proposal appears to be different than what was proposed through the Conservation Commission. Are there still plans to develop the rest of the site? Where is the existing curb cut?

**Response:** See response to Comment 1. There are still plans to develop the rest of the site by the property owner but not the applicant, Lorden Propane. The existing curb cut is on Lot 2, the adjacent Lot to the North owned by Cavossa Commercial Park, LLC.

**Comment 4:** I would like to set up a time to meet with the owner/developer of the property and their engineer before any site work begins.

**Response:** *A preconstruction meeting will be set up at the time of construction.*

If you have any questions or comments, please contact me at ext. 214.

Sincerely Yours,  
**Outback Engineering, Inc.**



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John Marchand, P.E.  
Project Engineer

cc: Atlantic Design Engineers, Inc.  
Robert J. Whalen, Building Commissioner  
Lorden Propane

**OPPENHEIM & NICKERSON, LLP****156 LOCUST STREET****FALMOUTH, MA 02540****PHONE: 508-548-8255****FAX: 508-457-9050****EMAIL: OFFICE@ONLLPLAW.COM**

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**FACSIMILE TRANSMITTAL SHEET**

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**To:**  
Jeff Youngquist**From:**  
Geoff Nickerson**Company:****Date:**

Outback Engineering

6.13.14

**FAX:****Pages including cover:**

508/947-8873

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Dear Jeff,

Enclosed please find some materials I found in our file. These appear to have been attachments to a letter submitted to the Planning Board on 11/3/05. A copy of the original letter was NOT in our file, so I can't speak as to the substance of the letter.

These exhibits seem to be the most pertinent regarding the status of Wareham Street. If helpful, I can send all of the exhibits, though these seem to be the relevant ones, as the last exhibit enclosed herewith, on page 2, paragraph numbered 3, references Exhibits 1 and 2.

Please give me a call with any questions.

Respectfully,



Geoffrey S. Nickerson

cc: Carl F. Cavossa, Jr. (delivered in-hand)

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The preceding correspondence and any attachments are privileged and confidential attorney-client communications, intended for the individual or entity named above. If you are not the intended recipient, please do not read, copy, use, forward or disclose this communication to others. Also, please immediately notify the sender by calling this office at (508) 548-8255, and mail the correspondence and all related documents to: Oppenheim & Nickerson LLP, 156 Locust Street, Falmouth, MA 02540.

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RE: Cavossa Commercial Park, LLC, 497 Wareham Street, Middleborough;  
November 3, 2005 Letter to Planning Board

EXHIBIT # 1

DESCRIPTION: 1905 Release

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2165

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Witness our hands and seal this thirty-first day of August, 1951.

*John P. Kirby*  
*Agnes E. Kirby*

The Commonwealth of Massachusetts

Plymouth, ss.

August 31, 1951.

Then personally appeared the above-named John P. Kirby and Agnes E. Kirby

and acknowledged the foregoing instrument to be their free act and deed, before me,

*Jervis B. Smith*  
Notary Public - State of the Mass.

My commission expires December 13, 1952.



Rec'd Sept. 5, 1951 at 2:50 P.M. & recorded.

KNOW ALL MEN BY THESE PRESENTS

that whereas proceedings are now pending before the County Commissioners of Plymouth County, for the discontinuance of a public highway, known as Old Wareham street, between the house of Mrs. William Dunham and its intersection with New Wareham street near the residence of Simeon D. Wilbur, in the town of Middleborough, in said Plymouth County, and whereas we, the undersigned, being owners of property abutting on said Old Wareham street, between the house of Mrs. William Dunham and the intersection with New Wareham street, near the residence of Simeon D. Wilbur, do not object to a decree being entered by said County Commissioners, discontinuing said Old Wareham street between the points aforesaid, and now desire to release the County of Plymouth from any and all damages which might be sustained by us jointly or severally, caused by the aforesaid discontinuance.

NOW THEREFORE, in consideration of one dollar to each of us paid by said Plymouth County, we do hereby, for ourselves and our heirs and assigns, severally release said County and the Town of Middleborough, from any and all liability whatsoever, for or on account of any and all damages sustained by us or either of us, by reason of a decree which may be entered discontinuing said Old Wareham street between the house of Mrs. William Dunham and its intersection with New Wareham street near the residence of Simeon D. Wilbur. And for the consideration aforesaid, we hereby, for ourselves and our heirs and assigns, agree that said portion of Old Wareham street between the house of Mrs. William Dunham and its intersection with New Wareham street near the residence of Simeon D. Wilbur, discontinued as aforesaid, shall be forever kept open and remain a private way.

(H)

WITNESS our hands and common seal this *fifteenth* day of *April* A. D. 1905.

2165

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*Walter H. Thomas*  
*Ernest Sherman*  
*John Merrishew*  
*Charles H. Atwood*  
*John A. Benson*  
 Mrs *Sarah F. Thomas*  
*Alfred E. Thomas*  
*Arthur C. Thomas*  
*Jamies Haskins*  
*Alice W. Haskins*  
*Maria F. Trace*  
*Lauretta F. Thomas*  
*Alvin E. Thomas*

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

February 7, 1949.

Then personally appeared the above named Arthur C. Thomas and acknowledged the foregoing instrument to be his free act and deed, before me

*Fletcher Clark, Jr.*

Fletcher Clark, Jr. Notary Public

My commission expires August 12, 1950

Rec'd Sept. 5, 1951 at 3:05 P.M. & recorded.

I, Lillian M. Gardner, Junior,  
 \_\_\_\_\_  
 \_\_\_\_\_ assignee and present \_\_\_\_\_ holder of a mortgage  
 from C. James Murphy and Mildred Murphy  
 to Silas H. Gardner  
 dated September 3, 1925  
 recorded with Plymouth County Registry of Deeds  
 Book 1490, Pages 393-394, acknowledge satisfaction of the same

Witness my hand and seal this 4th day of September 19 51

*Carlos M. Justice*

*Lillian M. Gardner*

RE: Cavossa Commercial Park, LLC, 497 Wareham Street, Middleborough;  
November 3, 2005 Letter to Planning Board

EXHIBIT # 2

DESCRIPTION: 1905 Old Wareham Street Discontinuance

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and re-  
ssessed  
said  
or be-  
that is

he is empowered, authorized and directed to give the note of said County therefor.

Walter H. Faunce,  
Jere B. Howard, County Commissioners  
Lyman P. Thomas. of Plymouth County.

ORDERED: that E. Thatcher Perry of Renover be and he hereby is awarded the sum of eight dollars being an award for damage sustained and omitted under the location of the highway by the County Commissioners under the petition of Eben C. Waterman and others; and that the Clerk draw a warrant therefor upon and that the County Treasurer pay the same from the County Treasury when entry has been made upon and possession taken of his land for the purpose of constructing said highway.

Walter H. Faunce,  
L.P.Thomas, County Commissioners.  
Jere B. Howard.

ORDER.  
E. TEATCHER PER  
June 6, 1905.

On the petition of Selectman of Middleborough and others presented to the County Commissioners of Plymouth County at their meeting holden at Plymouth on the thirtieth day of January in the year of our Lord nineteen hundred and five, representing that the old location of Wareham Street in said Middleborough between the residence of Mrs. William Dunham and the junction of old Wareham street with the new location of Wareham street, at a point about thirty rods north of the dwelling house of Simcon D. Wilber; also that portion of Smith Street in said town, between the old location of said Wareham street and the new location of said Wareham street are existing highways in the town of Middleborough, that public convenience and necessity require the discontinuance of so much of the aforesaid highways as lies between the points aforesaid.

Wherefore your petitioners pray this Honorable Board hear all parties interested and adjudicate that the common convenience and necessity

SELECTMEN  
OF MIDDLEBORO  
MIDDLEBOROUGH  
No. 396.

232

MARCH SITTING, 1905.

requires the discontinuance of so much of the aforesaid highways as lies between the points aforesaid, reference being had to the petition filed of record in the case.

The County Commissioners, pursuant to an order of notice duly published, posted and served, by which all persons and corporations interested had due notice thereof, met to view the premises at the District Court Room in said Middleborough on the fifteenth day of April A.D.1905 at 8.30 o'clock in the forenoon, and after viewing the premises and hearing all persons and corporations who desired to be heard, they adjudicate and determine that common convenience and necessity require that the prayer of said petition be granted as hereafter set forth, no person or corporation then or at any other time objecting thereto.

And they continue and adjourn said proceedings from time to time for further consideration and to make return thereof, all persons and corporations interested having due notice thereof to a meeting of the County Commissioners held at the Court House at Brockton on the twenty fourth day of April A.D.1905 when and where they proceed to complete said proceedings and make return thereof as follows, to wit: Then began to discontinue at a point in old Wareham street opposite the southerly line of the land of Mrs. William Durham and extending said discontinuance of old Wareham street to its intersection with new Wareham street near the house of Simpson B. Wilber; also the highway known as Smith Street from its junction with said old Wareham street to its intersection with new Wareham street.

This decree is not to interfere with any private rights of any parties in said ways, and the said sections of highways are discontinued only as public ways.

At the same time awarded to the several persons who suffer damages on account thereof the several sums hereafter named, to be paid from the County Treasury.

And said Commissioners order that the foregoing return be filed, accepted and recorded and that an attested copy thereof be transmitted to the Clerk of the town of Middleborough within the limits of which the said highways described therein lie.

Estate of Luther Paul	\$200.00
William H. Thomas, by agreement	1.00
Elmsthan Sherman, by agreement,	1.00
John Marrihew, by agreement,	1.00
Charles N. Atwood, by agreement,	1.00
John A. Benson, by agreement,	1.00
Mrs. Sarah T. Thomas, by agreement,	1.00
Alfred E. Thomas, by agreement,	1.00
Arthur C. Thomas, by agreement,	1.00

Georg  
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Fannie L. Haskins, by agreement, \$1.00  
 Alice N. Haskins, by agreement, 1.00  
 Maria F. Chase, by agreement, 1.00  
 Lauretta T. Thomas, by agreement, 1.00  
 Alvin E. Thomas, by agreement, 1.00

IN WITNESS WHEREOF the said County Commissioners  
 have hereunto set their hands this twenty fourth  
 day of April in the year one thousand nine hun-  
 dred and five.

Walter H. Faunce County  
 Jere B. Howard Commissioners.  
 Ezekiel R. Studley Associate Commr.

ORDERED: that there be paid from the County Treasury to  
 George Howard of Brockton the sum of Ten Thousand Dollars in part payment  
 of a new Registry Building at Plymouth, the contract price of which is  
 \$60,800.00, and \$30,000.00 of which has already been paid; this order to  
 be effective upon receipt of a certificate of approval from the architect.

Walter H. Faunce County Commissioners  
 Jere B. Howard of Plymouth County.

ORDER.  
GEORGE HOWARD.

June 12, 1905.

ORDERED: that Albert Davis, as he is County Treasurer of  
 said County be and he hereby is empowered, authorized and directed to bor-  
 row of any person or corporation the sum of Five Thousand Dollars in anti-  
 cipation of the annual tax of the current year and to be paid therefrom, and  
 he is empowered, authorized and directed to give the note of said County  
 therefor.

Walter H. Faunce  
 Lyman P. Thomas County Commissioners  
 Jere B. Howard of Plymouth County.

ORDER.  
BORROW MONEY.

July 5, 1905.

ORDERED: that Albert David as he is Treasurer of said County  
 be and he hereby is empowered, authorized and directed to borrow of any per-  
 son or corporation the sum of Five Thousand Dollars in anticipation of the  
 annual tax of the current year and to be paid therefrom, and he is empowered  
 authorized and directed to give the note of said County therefor.

Walter H. Faunce  
 Lyman P. Thomas County Commissioners  
 Jere B. Howard of Plymouth County.

ORDER.  
BORROW MONEY.  
July 5, 1905.

**RE: Cavossa Commercial Park, LLC, 497 Wareham Street, Middleborough;  
November 3, 2005 Letter to Planning Board**

**EXHIBIT # 8**

**DESCRIPTION: Letter from Land Court Title Examiner to Attorney Libertine  
acknowledging discontinuance of Old Wareham Street and subsequent release and intent  
to revise petition plan to show Old Wareham Street as a private way.**

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September 19, 1973

Edward H. Libertine, Esquire  
Quincy Savings Bank Building  
1372 Hancock Street  
Quincy, Massachusetts 02169

RE: Confirmation Case No. 36067  
Quincy Co-operative Bank, Petitioner

Dear Sir:

The appearance and objections of the Town of Middleborough in connection with the above case were withdrawn on September 14, 1973, and the case is now eligible for consideration by the Court. A review of the abstract, however, shows that three items must be clarified or agreed upon before the case can be submitted to the Court for the ordering of a decree. These items may be summarized as follows:

Per letter from examiner, dated 10-3-73, Comm of Mass Fish + Game, is how the warrant. Special Notice

1. Both the petition plan and the assessor's certificate indicate that one of the owners of land abutting the locus is "Makepeace & Co." Our files show that notice of the petition has not yet been given to this abutter. Could you kindly provide us with the address of said abutter, so that notice may be sent. If you find that Makepeace & Co. no longer owns the abutting land in question, please send us the name and address of the present owner, instead.

Special notice sent. Return day: 11-12-73 Docket clear.

Per letter from examiner, dated 10-2-73, only took Fee. "LINE"

2. The petition claims the fee to the middle line of Wareham Street (Route 28) and asks the Court to determine the line of said street. However, the abstract does not indicate whether the layout of said street took the fee, or only an easement, therein. Said layout is recorded in Book 1482 at Page 425 and, as indicated by the abstract, is the only layout of this street on record affecting the locus. Could you kindly ask your examiner to inform as to whether the fee, or only an easement, was taken in said street, so that the Court may make a proper determination of the street line.

OK

TO: Edward H. Libertine, Esquire

September 19, 1973

RE: Confirmation Case No. 36067

Per  
examiner's  
letter,  
dated  
10-3-73,  
this is  
the way  
it is  
intended  
to be.

3. Your examiner has provided us with a certified copy of an order of the County Commissioners of Plymouth County, which has the effect of discontinuing that portion of Old Wareham Street that lies within the locus. In addition, the abstract, at Sheet 23 thereof, contains a Release and Agreement recorded in Book 2165 at Page 280 which provides for the permanent use of said street as a private way. In view of the above instruments, the petition plan will be revised to show Old Wareham Street as a private way, and the decree will provide that that portion of Old Wareham Street that runs through the locus (and which is owned entirely by the petitioner) is subject to the rights of others therein, as set forth in the above mentioned Release and Agreement. If this is not consistent with your understanding of the case, could you kindly so indicate.

OK

OK

OK

When the above items have been taken care of, we will be ready to move the case forward to a decree.

Very truly yours,

John E. Whelton  
Title Examiner

JEW/lms

cc: Donald M. Jackson, Esquire

CO

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June 4, 2014

Board of Selectmen  
c/o Mr. Charles J. Cristello, Town Manager  
Town Hall Building  
10 Nickerson Avenue  
Middleborough, MA 02346

**Re: *Initial Engineering Review***  
***WRPD Application – Lorden Propane – Wareham Street***  
***ADE Project #2518.27***

Dear Board Members:

Atlantic Design Engineers, Inc. (ADE) has completed our initial engineering review of site plans and stormwater calculations for the above referenced project relative to a Special Permit request under the Water Resource Protection District (WRPD) bylaw. The plans and calculations are dated 5/20/14 and are prepared by Outback Engineering for Lorden Propane of Ayer, MA. Note that our review only pertains to the stormwater management system and does not include a review of zoning, underground fuel tanks, hazardous materials storage, etc.

We have the following comments:

1. The drainage system proposes to discharge directly onto Wareham Street, which is a State Highway. Therefore, MassDOT approval will be required. We suggest a condition that if MDOT requires changes, revised plans should be submitted to the Board for review and approval.
2. The Board should determine whether the basin should be fenced in for safety.
3. No soil evaluated test pit data was provided for the infiltration basin. This information is critical to confirm the design.
4. The design of the basin outlet pipe, an 18" pipe directly discharging onto Wareham Street at the corner of the property is a concern, especially considering the abutting residence and driveway, hydrant, and utility pole at this location. A long level spreader/overflow along Wareham Street or a direct tie into the storm system should be investigated. Stormwater that is presently flowing onto Wareham Street over the entire property frontage is now being partially converted to a single point discharge.

5. The water quality tank should be revised per the DEP/Mass Highway Standards with openings in the first baffle wall and inverted elbow/traps in the 2<sup>nd</sup> baffle wall. DEP also requires that these units be placed offline.
  6. No buffers have been provided from the basin to the abutting residence to the north.
  7. There appears to be an existing basin and an 18” pipe on Lot 274 that is not considered in the calculations, yet it is combining with the basin outlet pipe at the corner of the property. (There will be 2—18” pipes discharging at this location. See comment #4.)
  8. We question the TC flow path chosen for EDA-1. It appears that after point B, it should flow more to the north, in the channel formed by the 115 contours and then westerly towards the corner of the property. This appears to be a longer/flatter route than the one chosen in the calculations.
- 

If you have any questions, please do not hesitate to call me at (508) 888-9282.

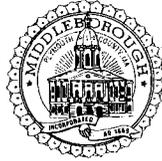
Sincerely,

**ATLANTIC DESIGN ENGINEERS, INC.**



Richard J. Tabaczynski, P.E.  
Vice President

Cc: Outback Engineering



**Town of Middleborough**  
20 Centre Street, Second Floor  
Middleborough, Massachusetts 02346

**Robert J. Whalen**  
**Building Commissioner**  
Tel. 508-946-2426  
Fax 508-946-2305

June 6, 2014

Middleborough Board of Selectmen  
Middleborough Town Offices  
10 Nickerson Ave  
Middleborough, MA 02346

RE: Water Resource Protection District Application for Lorden Oil Co., Inc. located at Wareham Street, Map: 094 Lot: 1026

Honorable Board,

I have reviewed the plans submitted by Jason Youngquist, P. E. of Outback Engineering for his request for a W.R.P.D. Special Permit for Lorden Oil Co., Inc. located at Wareham Street. The property is zoned General Use, W.R.P.D. Z3 and this use would be allowed by special permit.

I offer the following:

1. The parking spaces as shown do not meet the requirements of the Middleborough Zoning By-law. The parking spaces are required to be 10' x 20'.

5.3.10 Dimensional Standards. Parking Areas shall comply with the following dimensional standards:

1. Each parking space shall have a useable area of at least two hundred (200) square feet and be served by access and maneuvering areas of sufficient size to permit safe and convenient movement of vehicles. The minimum aisle width shall be twenty four (24') feet. Each parking space shall be a minimum of ten (10') feet wide by twenty (20') feet long.
2. No parking area shall be located less than twenty-five (25') feet from an existing or proposed street line nor less than twenty feet (20') feet from a side or rear lot line

fifteen (15') feet in the GU Districts). In addition, no parking area in the CD District shall be located less than twenty-five (25') feet from a common access drive line.

2. The proposed landscaped plan does not meet the Landscaping and Screening requirements of the Middleborough Zoning By-law. Screening would be required where the commercial property abuts the residential property on each side of the proposed project. The proposed landscape island in the front is inadequate.

#### 5.6 LANDSCAPING AND SCREENING – GU, GUX and GUA DISTRICTS

5.6.1 General. The following shall apply:

1. A landscaped buffer zone shall be provided not less than twenty (25') feet in depth along the street line and not less than fifteen (15') feet in depth along a side or rear lot line. Where commercial property abuts residential property, adequate screening will be provided in the side and rear landscaped buffer zones.

2. Earth berms, landscaping or screening shall be provided to control noise and dust, to prevent soil erosion, to provide shade, to screen from public view areas for waste disposal or outdoor storage and to protect the visual character and natural resources of the town. Earth berms where used should vary in width and height throughout their length in order to achieve topographical relief and to appear to occur naturally.

3. All land located between the street line and parking areas as required by Section 4.1.1 of this Bylaw shall be provided with attractive and durable landscaped areas consisting of natural vegetation, shrubs, mulches, evergreens and such other vegetation. Such landscaped areas shall be located in a manner which provides unobstructed lines of sight for vehicles entering and exiting the premises, consistent with Section 5.2 of this Bylaw.

3. The proposed plans do not reference Old Wareham Street which crosses through this property. There may be abutters that have rights to this street.

4. A curb cut would be required from Massachusetts Department of Transportation before a building permit can be applied for.

Respectfully submitted,



Robert J. Whalen  
Building Commissioner  
Zoning Enforcement Officer

RJW/d

**Outback  
Engineering**  
Incorporated

165 East Grove Street  
Middleborough, MA 02346

Tel # 508-946-9231

Fax # 508-947-8873

[www.outback-eng.com](http://www.outback-eng.com)

Civil Engineers + Land Surveyors + Wetland Scientists + Soils Laboratory

May 21, 2014

Board of Selectmen

Town of Middleboro  
10 Nickerson Avenue  
Middleborough, MA 02346

*Re: Special Permit for Site Plan in WRPD Z3 at Wareham Street*

Dear Board Members,

On behalf of Lorden ~~Oil Co. Inc.~~ <sup>DBA AS Lorden Propae</sup>, we are requesting a Special Permit per Section XII.G.3.j of the Middleborough Zoning By-Laws to allow "petroleum, fuel oil, and heating oil bulk stations and terminals" in the Water Resource Protection District Z3 (WRPD Z3). The project site is shown on the Town of Middleborough Assessors Map 94, Parcel 1026, and contains approximately 10.5 acres of land. The site is mostly wooded, with a small amount of previously cleared area at the front portion of the lot along Wareham Street. The site is on the north side of Wareham Street, in the southern part of Middleborough, south of the Route 495. Located in the town's General Use X (GUX) zoning district, the site is bordered by residential uses to the south and east and by undeveloped land to the north and west. On-site topography generally slopes in two directions; to the south and west toward Wareham Street, and to the north and west toward a bordering vegetated wetland area on-site. Per the most recent Natural Resources Conservation Service (NRCS) soil maps, soils onsite consist of hydrologic soil groups "B" and "C".

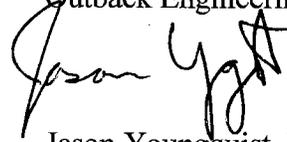
The project includes the construction of a 62'x120' commercial buildings and paved parking and loading areas. The site will be accessed from Wareham Street by a single 30' wide entrance driveway from which the parking and loading areas for the building can be accessed. Each parking space will be 9' wide by 20' long. Two van accessible handicap spaces will be provided, with an 8' wide aisle between them. All areas where natural vegetation could be preserved are proposed to remain naturally vegetated. All other areas not used for parking or building will be loamed and seeded.

Runoff from the proposed parking and loading areas, as well as from the building roof, will be directed toward an infiltration basin designed per DEP storm water

guidelines. The runoff will be directed along gutter-lines and cape cod berms which will discharge overland into one of two water quality inlets installed with catch basin grates. The water quality inlets will combine flow at a proposed drain manhole, which will discharge to the proposed infiltration basin. The basin is proposed on a separate lot, with proposed easements to provide for access and maintenance. A sediment forebay will be located at the piped outlet from the water quality tanks and will discharge to the infiltration basin through a gravel filter. The infiltration basin has been designed to infiltrate storm water runoff from the storm event associated with the water quality volume, and will provide attenuation for larger storm events. Drainage calculations are in conformance with the Department of Environmental Protection's Stormwater Management Policy and detailed drainage methodology and calculations have been submitted.

The proposed use for the site is allowed in the GU District, and a Special Permit is required to allow the use in the WRPD Z3 overlay district. The applicant does not propose any uses of the property that are prohibited in the WRPD Z3 zone. In fact, the proposed project has been designed in full compliance with the town's zoning by-laws for the GU and WRPD Z3 districts. The project design is in harmony with the purpose and intent of the WRPD By-Law and all reasonable attempts to eliminate the potential for groundwater and soil pollution have been taken into consideration in the site design. Therefore, the proposed use for the site should not have any adverse environmental impacts on the groundwater, aquifer or recharge areas. We look forward to meeting with the Board to discuss this project. Please notify me of the hearing date and time so I may attend to answer any questions the Board may have. If you have any questions or comments in the meantime, feel free to contact me at (508) 946-9231 ext. 207.

Sincerely,  
Outback Engineering, Inc.



Jason Youngquist, P.E.

**PETITION APPLICATION FOR A WRPD SPECIAL PERMIT**

Five (5) complete paper sets of the petition application, including **all required documents**, such as engineering plans, must be filed with the Town Clerk at 20 Centre Street (former Eastern Bank building), 1<sup>st</sup> floor, Middleborough, MA. The Town Clerk's office will forward all petitions for a Special Permit to the Board of Selectmen's office.

I/We hereby petition your Board for a public hearing for a Special Permit, which is subject to Board of Selectmen approval under the **Water Resource Protection District By-law**.

**A. Location of property in question:**

Street address: Wareham St. Lot -3  
Map & Lot Map 94 Lot 1026  
Zoning District General Use  
**(General Use, Business, Industrial, Residence A, Residence B, or Residence Rural)**  
WRPD District Z3  
**(Z1, Z2, Z3, Z4)**

**B. To allow for:**

The construction of a 120' x 62' propane distribution facility and its associated parking area in the WRPD Z3 district and allow for a maximum of 40% of the total lot area to be impervious

**(As shown on the attached plan)**

*Example: To allow for an addition of 12' x 20' to the building at 1234 Nickerson Avenue, Map #, Zoning district, WRPD District (A or B), presently used as a residence for the purpose of a dental office by the owner occupant. There will be a maximum of three employees.*

**C. Submitted by:**

TED LORDEN  
Printed full name (Individual)

Ted Lorden  
Signature (Individual)

LORDEN Oil Co. INC. DBA Lorden Propane  
Printed company name/engineering firm

Ted Lorden  
Signature (company/engineering rep.)

(PO Box 669) 69 FITCHBURG RD AYER, MA  
Address

TED@LORDEN.COM  
Email address

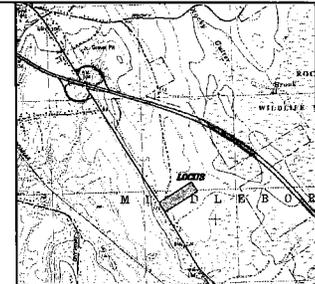
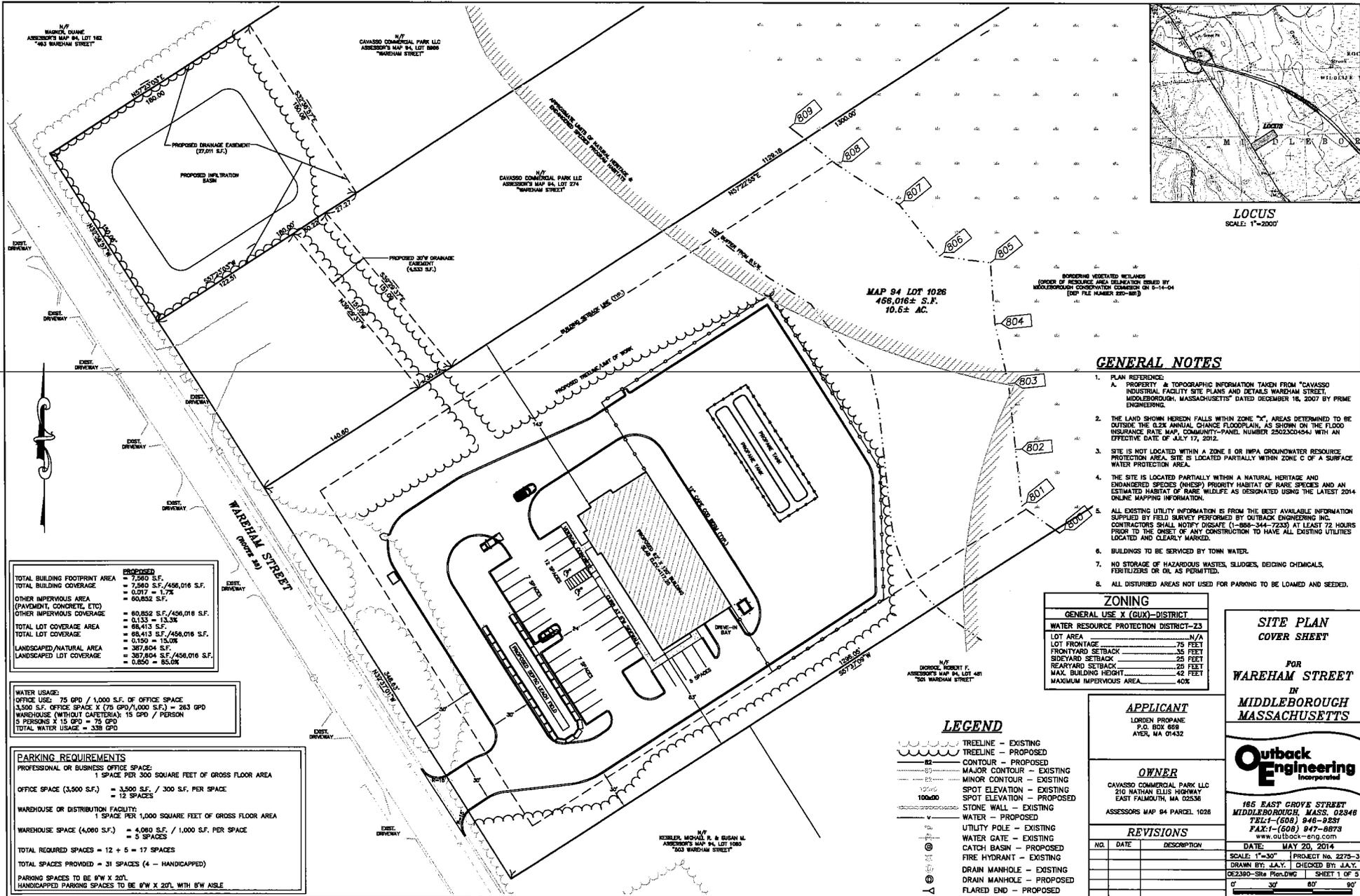
978-771-9540  
Daytime telephone

## CHECKLIST FOR SITE PLANS

(Applicant must initial each item or the application/petition will not be accepted.)

No.	Description	Initial	N/A
1.	One (1) electronic version of the site plans must be filed with the Board of Selectmen's office via email at <u>jshanley@middleborough.com</u> .	<u>T.L.</u>	_____
2.	Five (5) paper copies of the site plan must be filed with the Town Clerk's office, along with five (5) paper sets of the petition application (see top of "Petition Application" form).	<u>T.L.</u>	_____
a.	Show locus to reasonable scale (use corner of the site plan page).	<u>T.L.</u>	_____
b.	Show existing and proposed street lines, number & name.	<u>T.L.</u>	_____
c.	Show existing and/or proposed building, including accessory buildings.	<u>T.L.</u>	_____
d.	Show driveway and driveway openings.	<u>T.L.</u>	_____
e.	Show natural waterways (if any).	<u>T.L.</u>	_____
f.	Show distance from structure to wetlands.	<u>T.L.</u>	_____
g.	Show the location of all wetlands, which must be determined by a wetland's specialist, i.e., flagged on site plans, the area which is within twenty-five (25) feet of the wetland, the total area and location of the portion of any lot within one hundred (100) feet of any wetland and the land disturbing activity or activities proposed within the one hundred (100) and twenty-five (25) foot zones.		
h.	Show setback dimensions or distances from street and abutters.	<u>T.L.</u>	_____
i.	Show the footage for all lines of the property and the total area (either in square footage or acreage).	<u>T.L.</u>	_____
j.	Show topography, wetland delineations, local storm water discharge points, on site drainage systems and septic systems.	<u>T.L.</u>	_____
k.	Show details for work done or proposed for any component outlined in No. 1(j) (above).	<u>T.L.</u>	_____
l.	The plan is stamped by BOTH a registered Land Surveyor and a Civil Professional Engineer.	<u>T.L.</u>	_____

Note: If the site has no approval required other than a home lot, then a Land Surveyor stamp will be accepted.



**LOCUS**  
SCALE: 1"=200'

**GENERAL NOTES**

1. PLAN REFERENCE:  
A. PROPERTY TOPOGRAPHIC INFORMATION TAKEN FROM "CAVASSO INDUSTRIAL FACILITY SITE PLANS AND DETAILS WAREHAM STREET, MIDDLEBOROUGH, MASSACHUSETTS" DATED DECEMBER 16, 2007 BY PRIME ENGINEERING.
2. THE LAND SHOWN HEREIN FALLS WITHIN ZONE "C" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 25023C0454J WITH AN EFFECTIVE DATE OF JULY 17, 2012.
3. SITE IS NOT LOCATED WITHIN A ZONE S OR IMPA GROUNDWATER RESOURCE PROTECTION AREA. SITE IS LOCATED PARTIALLY WITHIN ZONE C OF A SURFACE WATER PROTECTION AREA.
4. THE SITE IS LOCATED PARTIALLY WITHIN A NATURAL HERITAGE AND ENDANGERED SPECIES (NHESP) PRIORITY HABITAT OF RARE SPECIES AND AN ESTIMATED HABITAT OF RARE WILDLIFE AS DESIGNATED USING THE LATEST 2014 ONLINE MAPPING INFORMATION.
5. ALL EXISTING UTILITY INFORMATION IS FROM THE BEST AVAILABLE INFORMATION SUPPLIED BY FIELD SURVEY PERFORMED BY OUTBACK ENGINEERING INC. CONTRACTORS SHALL NOTIFY DISAFC (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO THE ONSET OF ANY CONSTRUCTION TO HAVE ALL EXISTING UTILITIES LOCATED AND CLEARLY MARKED.
6. BUILDINGS TO BE SERVICED BY TOWN WATER.
7. NO STORAGE OF HAZARDOUS WASTES, SLUDGES, DECOR CHEMICALS, FERTILIZERS OR OIL AS PERMITTED.
8. ALL DISTURBED AREAS NOT USED FOR PARKING TO BE LOAMED AND SEEDED.

ZONING	
GENERAL USE X (GX)-DISTRICT	
WATER RESOURCE PROTECTION DISTRICT-23	
LOT AREA	N/A
LOT FRONTAGE	75 FEET
FRONTYARD SETBACK	25 FEET
SIDEYARD SETBACK	25 FEET
REARYARD SETBACK	25 FEET
MAX. BUILDING HEIGHT	42 FEET
MAXIMUM IMPERVIOUS AREA	40%

**SITE PLAN COVER SHEET**

FOR  
**WAREHAM STREET**  
IN  
**MIDDLEBOROUGH MASSACHUSETTS**

**Outback Engineering**  
Incorporated

165 EAST GROVE STREET  
MIDDLEBOROUGH, MASS. 02346  
TEL: (508) 946-8287  
FAX: (508) 947-8873  
www.outback-eng.com

**APPLICANT**  
LORDEN PROPANE  
P.O. BOX 668  
AYER, MA 01432

**OWNER**  
CAVASSO COMMERCIAL PARK LLC  
210 NATHAN ELLIS HIGHWAY  
EAST FALMOUTH, MA 02536  
ASSESSORS MAP 94 PARCEL 1026

**REVISIONS**

NO.	DATE	DESCRIPTION

**LEGEND**

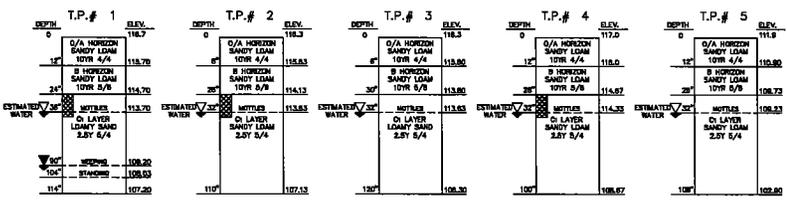
- TREELINE - EXISTING
- TREELINE - PROPOSED
- MAJOR CONTOUR - EXISTING
- MINOR CONTOUR - EXISTING
- MINOR CONTOUR - PROPOSED
- SPOT ELEVATION - EXISTING
- SPOT ELEVATION - PROPOSED
- STONE WALL - EXISTING
- WATER - PROPOSED
- UTILITY POLE - EXISTING
- WATER GATE - EXISTING
- CATCH BASIN - PROPOSED
- FIRE HYDRANT - EXISTING
- DRAIN MANHOLE - EXISTING
- DRAIN MANHOLE - PROPOSED
- FLARED END - PROPOSED

PROPOSED	
TOTAL BUILDING FOOTPRINT AREA	= 7,560 S.F.
TOTAL BUILDING COVERAGE	= 2,580 S.F./456,016 S.F.
	= 0.017 = 1.7%
OTHER IMPERVIOUS AREA (PAVEMENT, CONCRETE, ETC)	= 60,832 S.F.
OTHER IMPERVIOUS COVERAGE	= 60,832 S.F./456,016 S.F.
	= 0.133 = 13.3%
TOTAL LOT COVERAGE AREA	= 68,413 S.F.
TOTAL LOT COVERAGE	= 68,413 S.F./456,016 S.F.
	= 0.150 = 15.0%
LANDSCAPED/NATURAL AREA	= 387,804 S.F.
LANDSCAPED LOT COVERAGE	= 387,804 S.F./456,016 S.F.
	= 0.850 = 85.0%

WATER USAGE:	
OFFICE USE: 75 GPD / 1,000 S.F. OF OFFICE SPACE	
3,500 S.F. OFFICE SPACE X (75 GPD/1,000 S.F.) = 263 GPD	
WAREHOUSE (WITHOUT CAFETERIA): 15 GPD / PERSON	
5 PERSONS X 15 GPD = 75 GPD	
TOTAL WATER USAGE = 338 GPD	

PARKING REQUIREMENTS	
PROFESSIONAL OR BUSINESS OFFICE SPACE: 1 SPACE PER 300 SQUARE FEET OF GROSS FLOOR AREA	
OFFICE SPACE (3,500 S.F.)	= 3,500 S.F. / 300 S.F. PER SPACE = 12 SPACES
WAREHOUSE OR DISTRIBUTION FACILITY: 1 SPACE PER 1,000 SQUARE FEET OF GROSS FLOOR AREA	
WAREHOUSE SPACE (4,080 S.F.)	= 4,080 S.F. / 1,000 S.F. PER SPACE = 5 SPACES
TOTAL REQUIRED SPACES = 12 + 5 = 17 SPACES	
TOTAL SPACES PROVIDED = 31 SPACES (4 - HANDICAPPED)	
PARKING SPACES TO BE 9'W X 20'L HANDICAPPED PARKING SPACES TO BE 9'W X 20'L WITH 6'W AISLE	

BY  
MICHAEL R. & SUSAN M.  
ASSESSORS MAP 94, LOT 1026  
740 WAREHAM STREET



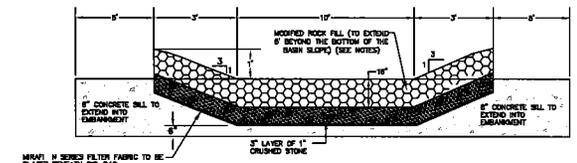
PERC RATE: 8 M.P.L.  
 DATE OF TEST: 04-15-14  
 SOIL HEIGHT: 1  
 SOIL EVALUATOR: NILES ZAGER

**SOIL STRATA LOGS**  
 NOT TO SCALE

- SEALWAY NOTES:**
1. A WELL-SORTED MIXTURE OF ROCK SIZES SHALL BE USED FOR THE STONE. 75% PERCENT BY WEIGHT OF THE STONE MIXTURE SHALL BE SMALLER THAN THE MEDIAN SIZE STONE (D<sub>50</sub> = 4). THE LARGEST STONE SIZE IN THE MIXTURE SHALL BE 1.8 TIMES THE D<sub>50</sub> SIZE (7.2").
  2. STONES FOR RIP RAP SHALL BE ANGULAR OR SUBANGULAR. THE STONES SHALL BE SHAPED SO THAT THE LEAST DIMENSION OF THE STONE FRAGMENT SHALL NOT BE LESS THAN ONE-THIRD OF THE GREATEST DIMENSION OF THE FRAGMENT. FLAT ROCKS SHALL NOT BE USED FOR RIP RAP.
  3. STONE FOR THE RIP RAP MAY BE PLACED BY EQUIPMENT AND SHALL BE COMPACTED TO THE FULL LAYER THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO PREVENT DISPLACEMENT OF THE UNDERLYING MATERIALS. HAND PLACEMENT MAY BE REQUIRED TO PREVENT DAMAGE TO ANY PERMANENT STRUCTURES.
  4. Voids IN THE ROCK RIP RAP SHOULD BE FILLED WITH SPALLS AND SMALLER ROCKS.

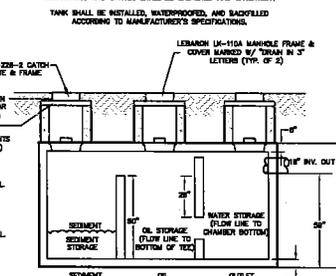
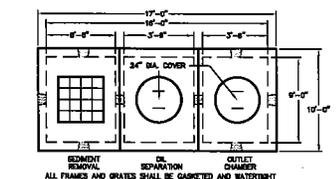
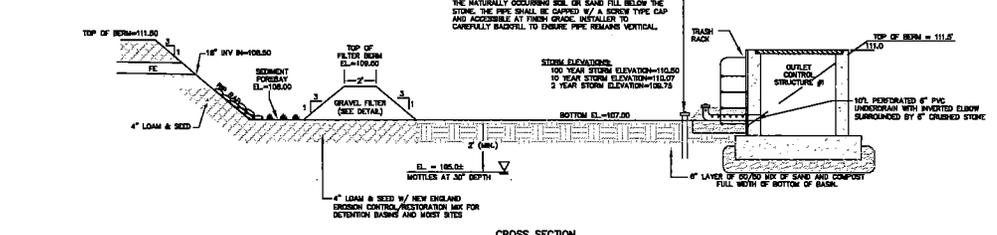
SIZE OF STONE	MAX. % OF TOTAL WEIGHT SMALLER THAN GIVEN SIZE
400 LB	100%
300 LB	85%
200 LB	55%
150 LB	35%
100 LB	15%

NO MORE THAN 10% SHALL PASS A 2" SIEVE.

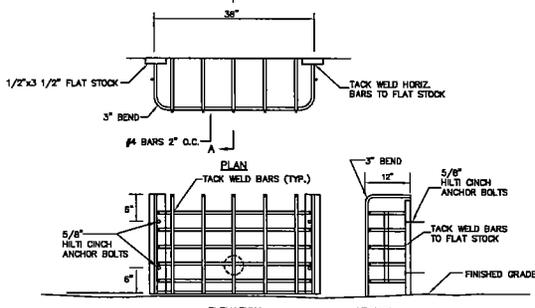


**INFILTRATION BASIN NOTES:**

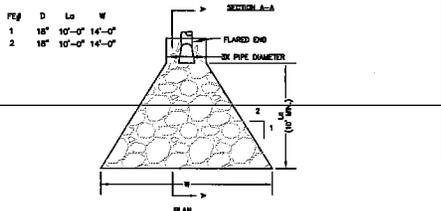
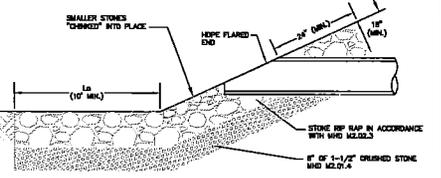
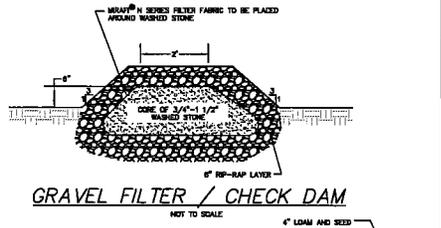
- THE CONTRACTOR IS CAUTIONED THAT THE INFILTRATION BASIN IS DESIGNED TO INFILTRATE/RECHARGE STORMWATER PRIMARILY THROUGH THE BOTTOM OF THE BASIN. CONSTRUCTION TECHNIQUES THAT WOULD POTENTIALLY DIMINISH THE FILTRATION CAPACITY OF THE UNDERLYING SOILS ARE TO BE AVOIDED. COMPACTION AND SILTATION OF THE BASIN DURING CONSTRUCTION IS PROHIBITED.
- DO NOT UTILIZE ANY PORTION OF THE BASIN FLOOR AS A HAUL ROAD FOR MATERIAL AND HEAVY EQUIPMENT.
  - DO NOT COMPACT SOILS IN THE BASIN FLOOR.
  - DO NOT PLACE GRAVEL OR OTHER MATERIALS TO STABILIZE THE BASIN FLOOR FOR CONSTRUCTION VEHICULAR TRAVEL ACCESS.
  - STRICT COMPLIANCE WITH THE EROSION CONTROL PLAN AND THE STORMWATER OPERATIONS AND MAINTENANCE PLAN IS NECESSARY.
  - BASIN CONSTRUCTION SHALL OCCUR AT THE EARLY STAGES OF THE PROJECT CONSTRUCTION SO THAT THEY ARE FULLY VEGETATED AND STABILIZED PRIOR TO REVENING STORMWATER.
  - DESIGN ENGINEER TO INSPECT BOTTOM OF BASIN PRIOR TO PLACEMENT OF STONE BOTTOM.
  - RIP-RAP IN THE BOTTOM OF THE BASIN IS TO BE PLACED, NOT DUMPED. DO NOT COMPACT.
  - DO NOT USE THE INFILTRATION BASIN AS A TEMPORARY SEDIMENT BASIN OR DE-WATERING BASIN.



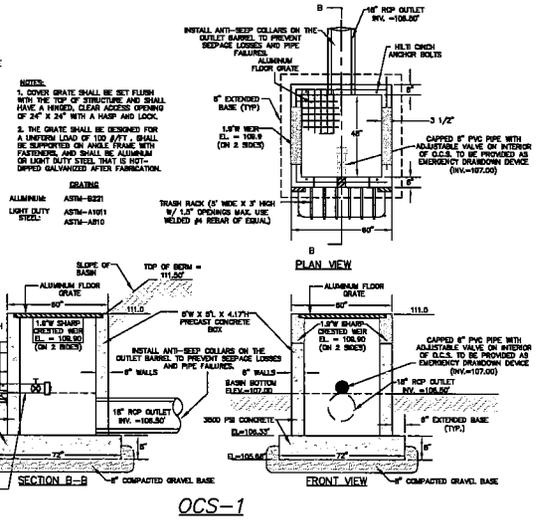
**WATER QUALITY TANK (TYP.)**  
 NOT TO SCALE



**OUTLET CONTROL STRUCTURE TRASH RACK**  
 NOT TO SCALE



**FLARED END W/RIP-RAP DETAIL**  
 NOT TO SCALE



**OUTLET CONTROL STRUCTURE TRASH RACK**  
 NOT TO SCALE

**REVISIONS**

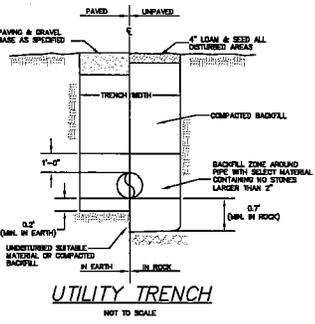
NO.	DATE	DESCRIPTION

**SITE PLAN DETAIL SHEET**  
 FOR  
**WAREHAM STREET**  
 IN  
**MIDDLEBOROUGH MASSACHUSETTS**

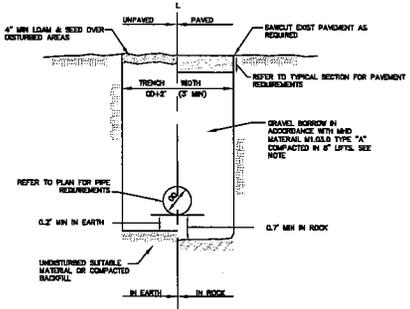
**Outback Engineering**  
 Incorporated

185 EAST GROVE STREET  
 MIDDLEBOROUGH, MASS. 02346  
 TEL: (508) 846-8287  
 FAX: (508) 847-8878  
 www.outback-eng.com

DATE: MAY 20, 2014  
 SCALE: 1"=30'  
 PROJECT No. 2275-3  
 DRAWN BY: J.A.Y. | CHECKED BY: J.A.Y.  
 02350-Site Plan.DWG | SHEET 4 OF 5

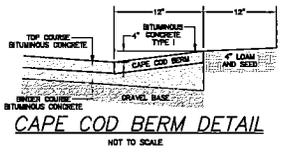


**UTILITY TRENCH**  
NOT TO SCALE

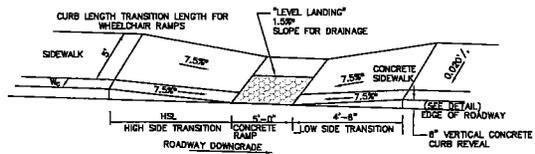


**DRAINAGE TRENCH**  
NOT TO SCALE

NOTE: BACKFILL SHALL BE COMPACTED TO USE USING THE MODIFIED PROCTOR TEST IN ACCORDANCE WITH ASTM D 1557-97A, METHOD D

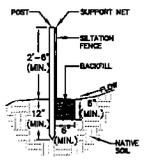


**CAPE COD BERM DETAIL**  
NOT TO SCALE

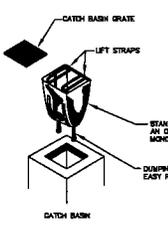


ROADWAY PROFILE GRADE	HIGH SIDE TRANSITION LENGTH ROUNDED LENGTH (4")	ENGLISH UNITS
2	0	0'-0"
1	0.01	7'-8"
2	0.02	9'-0"
3	0.03	11'-0"
4	0.04	14'-0"
24	0.04	15'-0" (MAX.)

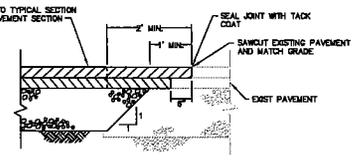
**WHEELCHAIR RAMP DETAIL**  
NOT TO SCALE



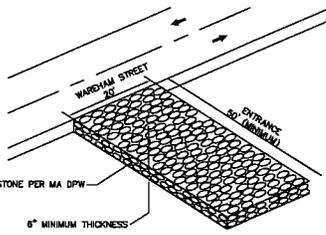
**SILTATION FENCE DETAIL**  
NOT TO SCALE



**DANDY SACK® SILT SACK**  
BY: MBEA  
NOT TO SCALE



**PAVEMENT MATCHING DETAIL**  
NOT TO SCALE



**TEMPORARY SITE CONSTRUCTION ENTRANCE PAD**  
N.T.S.

**Operation and Maintenance Schedule**

- A) Construction Operation and Maintenance Schedule  
The Operation and Maintenance (OM&M) Schedule for construction period can be found in the EPA Stormwater Pollution Prevention Plan (SWPPP) for this site. This plan is to be kept on-site at all times during construction. Refer to SWPPP for Construction Sequence and Erosion Control Guidance.
- B) Post-development Operation and Maintenance Schedule  
Once construction is completed, the following shall be carried out by the property owner. The owner should maintain an operation and maintenance log for the last three years, including inspections, repairs, replacement and disposal (for disposal, the log shall indicate the type of material and the disposal location).
- Sweep driveway and parking area at the frequency described in the Long Term Pollution Prevention Plans. Sweeping shall be done during the March or April before spring rains wash residual sand from winter applications into streams. As with any sweeping, collected debris shall be disposed of in accordance with local, state, and federal guidelines and regulations.
  - Inspect or clean water quality inlet quarterly and at the end of the foliage and snow removal seasons. Sediments must be removed four times per year or whenever the depth of deposits is greater than or equal to one half the depth from the bottom of the invert of the lowest pipe in the basin. Cleaning may be done by either clamshell bucket or vacuum truck. All sediment and hydrocarbons should be properly handled and disposed of in accordance with local, state, and federal guidelines and regulations.
  - Inspect sediment forebays once monthly after construction. Cleaning of sediments should take place annually. After cleaning, damaged vegetation should be replaced by reseeded or sodding.
  - Infiltration basin #1 shall be inspected at least twice annually. At least one of the routine inspections shall be in the spring to inspect for differential settlement, cracking or erosion of side slopes, ledge in embankments, accumulation of sediment, health of the turf, and condition of riprap. Sediment should only be removed once the floor of the basin is thoroughly dry. The grass in the basin areas shall be mowed and grass clippings, organic matter, and accumulated filter, sediment, and debris removed at least twice per year.
- Monitor Performance: If prolonged ponding of water is observed, remedial measures may be required. Check monitoring wells & strip top 2", replace and re-narrow/tilt to 12" depth and reseed.

**5. Snow Disposal Guidelines**

General:  
During and following snowstorms, snow shall be plowed from the paved driveway and parking area by a contractor hired by the property owner. Snow plow trucks will perform this snow removal by turning snow along the edge of the driveway. It is anticipated that most smaller snowstorms will not generate enough snow requiring removal. In the event of an extremely large snowfall, heavy equipment such as front and loaders may be required to remove snow from the road or edges; the snow may be disposed in the areas shown on Sheet 3 of the Site Plan. These potentially larger snowfalls that result in large accumulations across the site shall be disposed per the guidelines below.

**Site Selection:**

The snow stockpile areas as designated on this plan shall be utilized (or snow may be treated to town-approved off-site disposal area). This on-site area was selected because of its location on porous surfaces in upland areas. The snow stockpile area is designed to accommodate approximately 6" of snow over the paved surface area. In addition to the snow turned along the edge of the driveway (note: snow will be compacted and reduced in volume when stockpiled).

**The following areas must be avoided for snow disposal:**

- \*Snow must not be dumped in a bordering vegetated wetland. These are sensitive areas that must be protected from melting snow and its pollutants and trash.
- \*Avoid dumping of snow on top of catch basins or in stormwater drainage basins. Snow combined with sand and debris may block a storm drainage system, causing localized flooding. A high volume of sand, sediment, and litter released from melting snow also may be quickly transported through the system into surface water.

**Site Preparation and Maintenance:**

The following maintenance measures should be undertaken for the snow disposal sites:  
 \*Snow disposal sites to be a graded, open area that shall be routinely mowed and maintained during the growing season.  
 \*A silt fence or earthen berm should be placed securely on the downgradient side of the snow disposal site.  
 \*Debris should be cleared from the site prior to using the site for snow disposal each winter season.  
 \*At the end of the snow season, debris and accumulated sediment should be cleared from the site and properly disposed of no later than May 15.

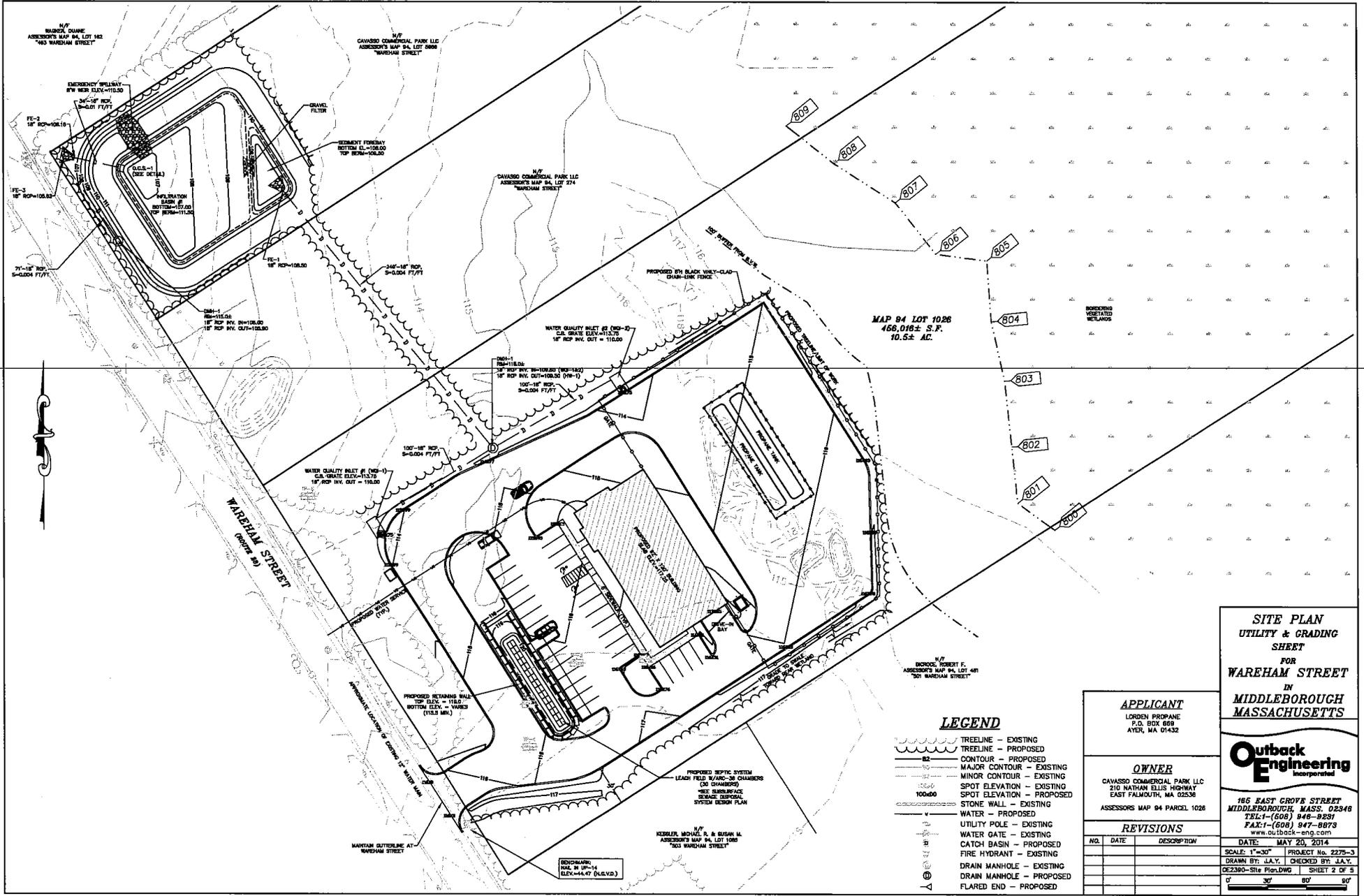
REVISIONS		
NO.	DATE	DESCRIPTION

**SITE PLAN DETAIL SHEET**  
FOR  
**WAREHAM STREET**  
IN  
**MIDDLEBOROUGH MASSACHUSETTS**



185 EAST GROVE STREET  
MIDDLEBOROUGH, MASS. 02846  
TEL: (508) 946-8281  
FAX: (508) 947-8973  
www.outback-eng.com

DATE: MAY 20, 2014  
SCALE: 1"=30'  
PROJECT No. 2275-3  
DRAWN BY: J.A.Y. | CHECKED BY: J.A.Y.  
02230-Site Plan.DWG | SHEET 3 OF 5  
0' 30' 60'



MAP 94 LOT 1026  
466,018± S.F.  
10.52± AC.

**LEGEND**

- TREELINE - EXISTING
- TREELINE - PROPOSED
- CONTOUR - EXISTING MAJOR
- CONTOUR - EXISTING MINOR
- SPOT ELEVATION - EXISTING
- SPOT ELEVATION - PROPOSED
- STONE WALL - EXISTING
- WATER - PROPOSED
- UTILITY POLE - EXISTING
- WATER GATE - EXISTING
- CATCH BASIN - PROPOSED
- FIRE HYDRANT - EXISTING
- DRAIN MANHOLE - EXISTING
- DRAIN MANHOLE - PROPOSED
- FLARED END - PROPOSED

**APPLICANT**  
LORDEN PROPANE  
P.O. BOX 669  
AYER, MA 01432

**OWNER**  
CAVASSO COMMERCIAL PARK LLC  
210 NATHAN ELLIS HIGHWAY  
EAST FALMOUTH, MA 02536  
ASSESSORS MAP 94 PARCEL 1026

**REVISIONS**

NO.	DATE	DESCRIPTION

**SITE PLAN  
UTILITY & GRADING  
SHEET**  
FOR  
**WAREHAM STREET**  
IN  
**MIDDLEBOROUGH  
MASSACHUSETTS**



185 EAST GROVE STREET  
MIDDLEBOROUGH, MASS. 02846  
TEL: (508) 846-8881  
FAX: (508) 847-8873  
www.outback-eng.com

DATE: MAY 20, 2014  
SCALE: 1"=30' PROJECT No. 2275-3  
DRAWN BY: J.A.Y. CHECKED BY: J.A.Y.  
02230-Site Plan-DWG SHEET 2 OF 5  
0' 30' 60'

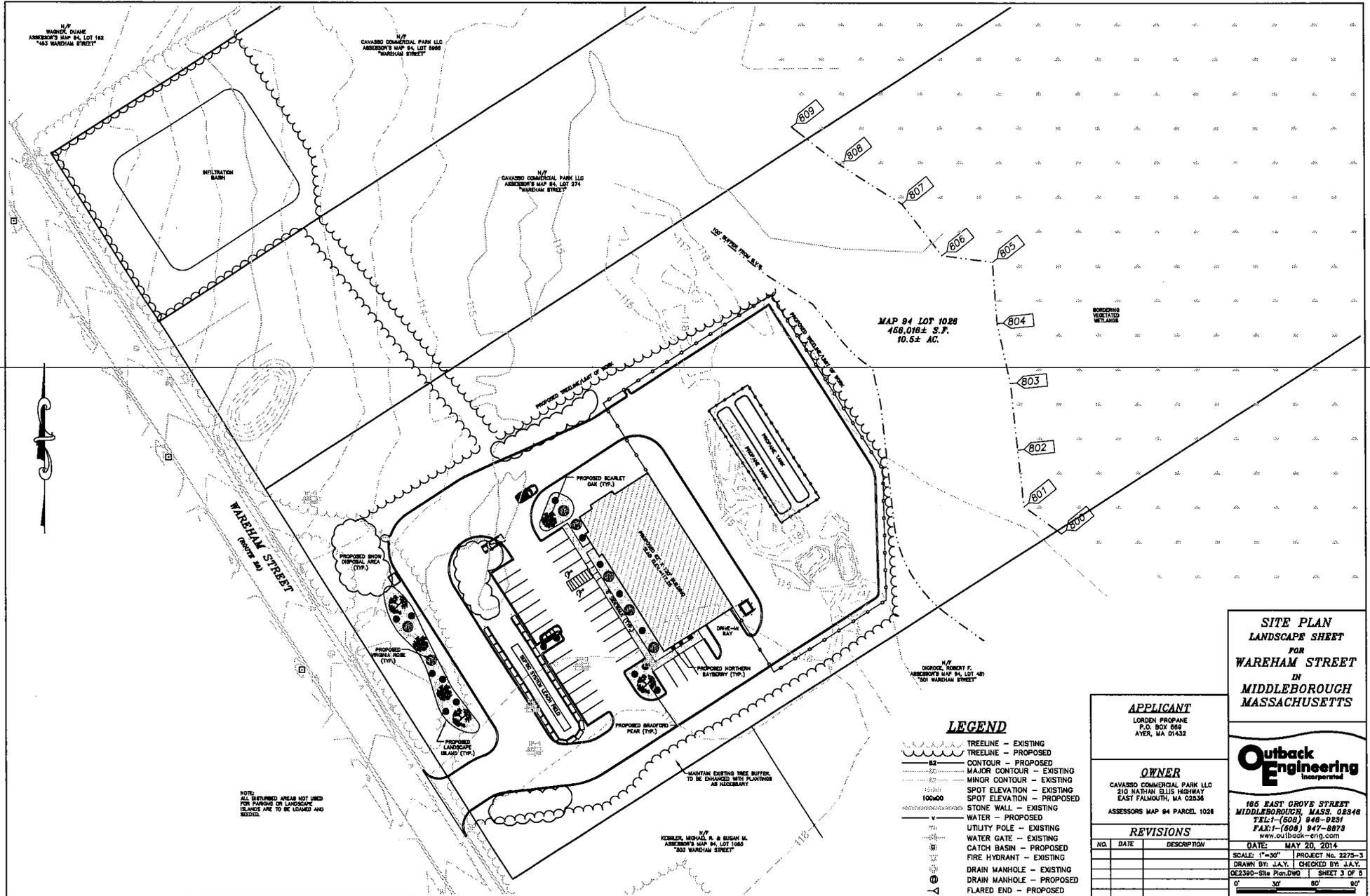
BOUNDARY  
H.W. IN UP-14  
ELEV=44.47 (ELEV.)

KESSLER, MICHAEL R. & SUSAN M.  
ASSESSORS MAP 94, LOT 1026  
700 WAREHAM STREET

NICHOLS, ROBERT F.  
ASSESSORS MAP 94, LOT 481  
700 WAREHAM STREET

**REVISIONS**

NO.	DATE	DESCRIPTION



N/T  
WAREHAM PLANE  
ASSESSOR'S MAP 84, LOT 182  
745 WAREHAM STREET

N/T  
CAVASSO COMMERCIAL PARK LLC  
ASSESSOR'S MAP 84, LOT 6900  
WAREHAM STREET

N/T  
CAVASSO COMMERCIAL PARK LLC  
ASSESSOR'S MAP 84, LOT 274  
WAREHAM STREET

MAP 84 LOT 1028  
168,018± S.F.  
10.6± AC.

N/T  
DORCEY ROBERT F.  
ASSESSOR'S MAP 84, LOT 481  
521 WAREHAM STREET

N/T  
KEISLER, MICHAEL R. & BISHOP M.  
ASSESSOR'S MAP 84, LOT 1065  
703 WAREHAM STREET

WAREHAM STREET  
(ROUTE 2A)

INFILTRATION  
BASIN

PROPOSED BUSH  
DISPOSAL AREA  
(TYP.)

PROPOSED  
PRUNING  
(TYP.)

PROPOSED LANDSCAPE  
ISLAND (TYP.)

PROPOSED SCARLET  
OAK (TYP.)

PROPOSED BRANFLET  
PEAR (TYP.)

PROPOSED NORTHERN  
RAVENSPOUR (TYP.)

MAINTAIN EXISTING TREE BUFFER  
TO BE CHANGED WITH PLANTINGS  
AS NECESSARY

**LEGEND**

- TREELINE - EXISTING
- TREELINE - PROPOSED
- MAJOR CONTOUR - PROPOSED
- MAJOR CONTOUR - EXISTING
- MINOR CONTOUR - EXISTING
- SPOT ELEVATION - EXISTING
- SPOT ELEVATION - PROPOSED
- STONE WALL - EXISTING
- WATER - PROPOSED
- UTILITY POLE - EXISTING
- WATER GATE - EXISTING
- CATCH BASIN - PROPOSED
- FIRE HYDRANT - EXISTING
- DRAIN MANHOLE - EXISTING
- DRAIN MANHOLE - PROPOSED
- FLARED END - PROPOSED

**APPLICANT**

LORDEN PROPANE  
P.O. BOX 819  
ATEX, MA 01452

**OWNER**

CAVASSO COMMERCIAL PARK LLC  
210 WATSON ELLIS HIGHWAY  
EAST FALMOUTH, MA 02536  
ASSESSORS MAP 84 PARCEL 1028

**REVISIONS**

NO.	DATE	DESCRIPTION

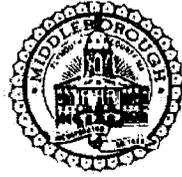
**SITE PLAN  
LANDSCAPE SHEET**  
FOR  
**WAREHAM STREET**  
IN  
**MIDDLEBOROUGH  
MASSACHUSETTS**



185 EAST GROVE STREET  
MIDDLEBOROUGH, MASS. 02848  
TEL: 1-(800) 948-9281  
FAX: 1-(800) 947-8879  
www.outback-civ.com

DATE: MAY 20, 2014  
SCALE: 1"=30' PROJECT No. 2275-3  
DRAWN BY: J.A.Y. CHECKED BY: J.A.Y.  
022300-Site Plan.DWG SHEET 3 OF 5  
0' 30' 60' 90'

NOTE:  
ALL REPAIRED AREAS NOT USED  
FOR PARKING OR LANDSCAPE  
ISLANDS ARE TO BE LOADED AND  
RESEAL.



### NOTICE OF HEARING

Please take notice that the Town of Middleborough Rent Board, ("Rent Board") will hold a hearing on **Monday, June 16, 2014 at 7:30 PM** in the Selectmen's Meeting Room at the Middleborough Town Hall in Middleborough, MA. The hearing will be conducted pursuant to the authority under the Rent Board's "Rules and Regulations For Mobile Home Park Accommodations, Rents And Evictions" and Chapter 703 of the Acts of 1985 to consider a petition filed by Hometown Oak Point, II, LLC for a Certificate of Eviction of **Patricia A. Hurst** re eviction from Oak Point (the "Park"). Hearing procedures will be governed by the Informal/Fair Hearing Rules pursuant to 801 CMR 1.02. The Park Owner and the tenant shall each have the right to participate in the hearing and have the right to be represented at the hearing by an authorized representative or attorney. They, or their representative/attorneys, shall have the right to prepare and present relevant evidence and argument at the hearing.

The issues involved in the hearing include:

- Whether the tenant has failed to pay required rent.
- Whether a Certificate of Eviction will be issued by the Rent Board.

TOWN OF MIDDLEBOROUGH RENT BOARD

Allin Frawley  
Leilani Dalpe  
John M. Knowlton  
Diane Stewart  
Stephen J. McKinnon

Publish: June 5, 2014  
Advertiser # 300074

**KRAUS & HUMMEL LLP**

99A COURT STREET  
PLYMOUTH, MASSACHUSETTS 02360

(508) 747-4200  
(508) 747-0788 FAX  
WWW.KRAUSHUMMEL.COM

May 5, 2014

Attn: Jackie Shanley  
Town of Middleboro  
Middleboro Rent Board  
10 Nickerson Avenue  
Middleboro, MA 02346

Re: Hometown Oak Point, II, LLC  
Vs. Patricia A. Hurst

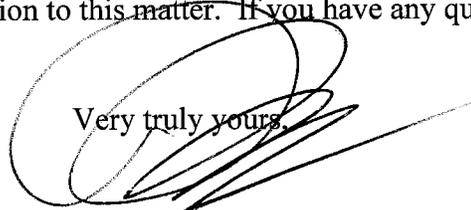
Dear Ms. Shanley,

In accordance with your telephone conversation with my office, enclosed please find the following documents:

1. Application for Certificate of Eviction with attached Tenant Statement in duplicate;
2. This firm's check in the amount of \$50.00 for the filing fee;
3. Home Site Agreement signed by Patricia Hurst;
4. Rules and Regulations – Oak Point Retirement Community;
5. Copy of Notice to Quit served via Certified Mail w/receipts (Ms. Hurst did not pick up the certified mail); and
6. Copy of Notice to Quit served via Constable w/Constable's Return of Service

Please forward to the appropriate parties and schedule a hearing at your earliest opportunity. Thank you for your attention to this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

  
Robert Kraus

RK/k

Enclosures

Cc: Client

S:\KH Documents\Hometown America Communities\Oak Point (Middleboro)\EVICIONS\Hurst, Patricia\Town of Middleboro - add'l documents (5-5-14).doc

**Middleborough Rent Board**

10 Nickerson Avenue  
Middleborough, MA 02346

**APPLICATION FOR CERTIFICATE OF EVICTION**

Pursuant to Section 10 of the Middleborough Rent Board Regulations for Mobile Home Accommodations, Rents and Evictions

Owner: Hometown Oak Point II, LLC  
200 Oak Point Drive  
Middleboro, MA 02346

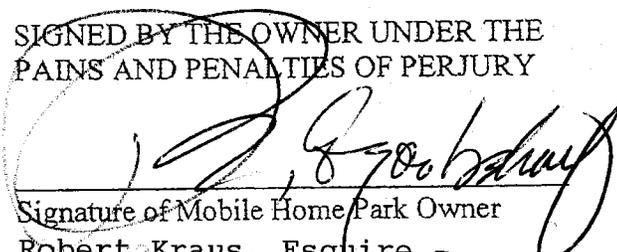
Tenant: Patricia A. Hurst  
705 Blueberry Circle  
Middleboro, MA 02346

Describe below the proposed basis or bases for eviction.

The Tenant has failed to pay rent to the

Owner and there is currently due and owing the  
amount of \$3,348.85. See Attached.

SIGNED BY THE OWNER UNDER THE  
PAINS AND PENALTIES OF PERJURY

  
Signature of Mobile Home Park Owner

Robert Kraus, Esquire -  
Attorney for Hometown Oak Point II, LLC

4/21/14

Date

Ledger Card

Summary Information

Community Oak Point - 1314  
 Site 705BLU  
 Resident Patricia Hurst  
 Refundable Security Deposits Total \$0.00  
 Pre Paid Rent \$0.00  
 Pre Paid Mortgage \$0.00  
 Payment Agreement \$0.00  
 Move In Date 4/12/2001

Hide Previous Months...

10/2011

Transaction Date	Transaction Type	For	Amount	Balance
Monday, October 31, 2011	Opening Balance	Previous Balance Forward	\$526.34	\$526.34

11/2011

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, November 09, 2011	Payment	Check : 0000995031	(\$526.34)	\$0.00

12/2011

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, December 01, 2011	Rent	Base Rent	\$526.34	\$526.34
Tuesday, December 06, 2011	Payment	Check : 0000995035	(\$526.34)	\$0.00

1/2012

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, January 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Tuesday, January 03, 2012	Payment	Check : 0000995039	(\$526.34)	\$0.00

2/2012

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, January 31, 2012	Payment	Check : 0083057757	(\$526.34)	(\$526.34)
Wednesday, February 01, 2012	Rent	Base Rent	\$526.34	\$0.00

3/2012

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, March 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Thursday, March 01, 2012	Payment	Check : 0000995051	(\$526.34)	\$0.00

**4/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, April 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Wednesday, April 04, 2012	Payment	Check : 0000995055	(\$526.34)	\$0.00

**5/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, May 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Thursday, May 03, 2012	Payment	Check : 0000995059	(\$526.34)	\$14.21

**6/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, June 01, 2012	Rent	Base Rent	\$540.55	\$554.76
Tuesday, June 19, 2012	Payment	Check : 0000995066	(\$526.34)	\$28.42

**7/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, July 01, 2012	Rent	Base Rent	\$540.55	\$568.97
Friday, July 06, 2012	Payment	Check : 0040676404	(\$526.34)	\$42.63

**8/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, August 01, 2012	Rent	Base Rent	\$540.55	\$583.18
Monday, August 13, 2012	Payment	Check : 0000995076	(\$526.34)	\$56.84
Monday, August 13, 2012	Payment	Check : 0000995084	(\$56.84)	\$0.00

**9/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, September 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Friday, September 07, 2012	Payment	Check : 0063479548	(\$540.55)	\$0.00

**10/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, October 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Thursday, October 04, 2012	Payment	Check : 0074251149	(\$540.55)	\$0.00

**11/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, November 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Monday, November 05, 2012	Payment	Check : 0000995092	(\$540.55)	\$0.00

**12/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, December 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Wednesday, December 05, 2012	Payment	Check : 0000995096	(\$540.55)	\$0.00

**1/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, January 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Wednesday, January 09, 2013	Payment	Check : 0007363614	(\$540.55)	\$0.00

**2/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, February 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Thursday, February 07, 2013	Payment	Check : 0000995105	(\$540.55)	\$0.00

**3/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, March 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Wednesday, March 06, 2013	Payment	Check : 0040973474	(\$540.55)	\$0.00

**4/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, April 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Thursday, April 04, 2013	Payment	Check : 0000995114	(\$540.55)	\$0.00

**5/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, April 30, 2013	Payment	Check : 0063596967	(\$540.55)	(\$540.55)
Wednesday, May 01, 2013	Rent	Base Rent	\$548.66	\$8.11

**6/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, June 01, 2013	Rent	Base Rent	\$548.66	\$556.77
Monday, June 03, 2013	Payment	Check : 0000995124	(\$540.55)	\$16.22

**7/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, July 01, 2013	Rent	Base Rent	\$548.66	\$564.88
Wednesday, July 03, 2013	Payment	Check : 0085757398	(\$540.55)	\$24.33

**8/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, August 01, 2013	Rent	Base Rent	\$548.66	\$572.99
Monday, August 05, 2013	Payment	Check : 0000995133	(\$540.55)	\$32.44

**9/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, September 01, 2013	Rent	Base Rent	\$548.66	\$581.10
Thursday, September 05, 2013	Payment	Credit Card : CKS : 41439	(\$540.55)	\$40.55

**10/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, October 01, 2013	Rent	Base Rent	\$548.66	\$589.21
Tuesday, October 01, 2013	Payment	Credit Card : CKS : 46971	(\$540.55)	\$48.66

**11/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, November 01, 2013	Rent	Base Rent	\$548.66	\$597.32

**12/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, December 01, 2013	Rent	Base Rent	\$548.66	\$1,145.98

**1/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, January 01, 2014	Rent	Base Rent	\$548.66	\$1,694.64

**Current 3 Months:**

**2/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, February 01, 2014	Rent	Base Rent	\$548.66	\$2,243.30

**3/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, March 01, 2014	Rent	Base Rent	\$548.66	\$2,791.96

4/2014

Transaction Date	Transaction Type	For	Amount	Balance
Monday, March 31, 2014	<u>L:Charge</u>	Late Fee	\$8.23	\$2,800.19
Tuesday, April 01, 2014	Rent	Base Rent	\$548.66	\$3,348.85

OAK POINT  
HOME SITE AGREEMENT

This home site agreement is entered into on the 29 day of DECEMBER 2000 by and between Oak Point Associates, LLC, ("Oak Point"), 200 Oak Point Drive, Middleborough, MA 02346 and PATRICIA A. HURST ("Home Owner") whose current address is 34 LOWE AVENUE STOUGHTON, MA 02072 and whose address at Oak Point shall be 705 BLUEBERRY CIRCLE, MIDDLEBORO MA

Style of home on the Home Site: PRINCETON II w/ 32" EXT (the "Home").

Oak Point Representative: Deborah Finstein

Agent / Broker:  of \_\_\_\_\_

None. x PAH (Initialed by Home Owner(s))

1. **BASIC AGREEMENT TERMS.**

Home Site: The premises being leased is the parcel of land with improvements thereon located at Lot No. 705 B (the "Home Site") within Oak Point, Middleborough, Massachusetts ("the Community"). The Community is described in Exhibit A. The Home Site is shown on a plan attached as Exhibit B.

Commencement Date: The date on which this Agreement begins is:

the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

The Closing Date as set forth in the Sale Agreement between Oak Point and the Home Owner relating to the Home. If this box is checked, Oak Point and the Home Owner agree that the actual Closing Date shall be inserted in the blank space above on or after the Closing Date occurs.

The Original Occupant of the Home for the purposes of this Agreement will be

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Lease Year: The twelve-month period beginning on the Commencement Date if the Commencement Date is the first day of the month. If the Commencement Date is not the first day of the month, the Lease Year shall begin on the first day of the month following the Commencement Date.

Initial Annual Base Rent: The initial annual base rent for the first year is FOUR thousand NINE HUNDRED EIGHTY dollars and 00/100 (\$ 4980.00)

The rent is payable in equal monthly installments of FOUR hundred FIFTEEN dollars and 00/100 (\$ 415.00)

The Base Rent is subject to annual increases as provided in this Agreement.

2. **LIFETIME OCCUPANCY FOR HOME OWNER OR ORIGINAL OCCUPANT.**

The Home Owner or the Original Occupant shall be entitled to occupy the Home Site as long as he/she/they continue to pay all rent and any other amounts due under this Agreement and to abide by the terms of this Agreement and the Community's Rules and Regulations.

3. **USE AND OCCUPANCY.**

(A) Oak Point agrees to lease the Home Site to the Home Owner on the terms stated in this Agreement.

(B) The Home Owner agrees to occupy a manufactured home (the "Home") on the Home Site, or to purchase a Home and lease the Home Site for an individual who will occupy the Home with the prior approval of Oak Point. The individual who is identified and approved to occupy the Home as of the

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date of this Agreement shall be the "Original Occupant."

(C) The Home may be used for residential purposes only, and such other non-residential activities that comply with local zoning and other laws, and which are consistent with the Rules and Regulations of the Community. The Home Owner agrees to occupy and maintain the Home and the Home Site in conformance with all state and local laws, including Massachusetts General Laws Chapter 140, the terms of this Agreement and the Rules and Regulations of the Community.

(D) The Home Owner acknowledges that Oak Point is intended and operated for occupancy for persons 55 years of age or older. Home Owner agrees to comply with all rules and regulations required to maintain Oak Point's status as a 55 or over housing community. Home Owner will use and occupy the Home in a manner that is consistent with a 55 or over housing community.

(E) The description of the Home is attached as Exhibit C.

(F) The Home Owner shall have the right to use the driveway on the Home Site and the right to use in common with other home owners, all walkways, common driveways, roads and utilities serving the Home Site, as well as other common areas and recreational facilities, subject to Oak Point's Rules and Regulations.

(G) The Home Owner's rights are subject to easements for the benefit of Oak Point, other home owners, utility companies and/or other third parties relating to the use of common driveways, roads, utilities and common areas of the Community. For the purposes of illustration, without limitation, the common driveways shown on the Home Site are intended to be shared in common with other residents of Oak Point and Home Owner shall not park vehicles in, or otherwise restrict access to, such common driveways.

4. **RENT.** The Annual Base Rent shall be paid to Oak Point at the address above or such other address as Oak Point designates. Payment shall be made on the first day of each month, in advance, beginning on the Commencement Date. If the Commencement Date is other than the first day of the month, the Home Owner shall on the Commencement Day pay a pro rated amount for the first (partial) month.

5. **RENT INCREASES.**

A) The Annual Base Rent shall increase or decrease by the annual percentage change in the Consumer Price Index ("CPI"), as defined below. The annual percentage change in the CPI shall be calculated by comparing the most recent CPI available (the "Current CPI") as of the date Oak Point prepares the rent increase notice for the applicable Lease Year with the CPI for the same date in the prior Lease Year (the "Prior CPI"). The increase in rent shall be calculated by multiplying the Annual Base Rent in effect for the prior Lease Year by the percentage increase in the Current CPI over the Prior CPI. For example, if the Current CPI is 2% more than the Prior CPI, the Annual Base Rent will increase by 2%.

(B) **Increased License Fee.** Included in the Annual Base Rent is the sum of \$12.00 per month for the license fee as determined by the Town of Middleborough pursuant to Massachusetts General Laws, Chapter 140, Section 32G. If the license fee is increased at any time during the Term of this Agreement, the Rent shall be adjusted to reflect such increase. However, unless the Massachusetts Legislature amends the provisions of Massachusetts General Law Chapter 140, Section 32G, the license fee shall not exceed \$12.00 per month.

(C) Increases in Annual Base Rent shall be effective on each anniversary of the Commencement Date. The yearly increase in the Annual Base Rent for each Lease Year shall be divided by twelve and 1/12th of the increase will be added to each monthly installment of the Annual Base Rent for the prior Lease Year. Within 30 days of any increase in Annual Base Rent, Oak Point shall deliver to the Home Owner a written statement establishing the revised Annual Base Rent and showing how the increase was computed.

<sup>1</sup> The Consumer Price Index used to make these calculations will be the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, all Items (unadjusted) (1982- 84 = 100), published monthly by the Bureau of Labor Statistics, U.S. Department of Labor. In the event that the CPI is no longer published, Oak Point shall designate a similar index as published by any successor governmental agency.

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**6. TERM/SUBLEASE/ASSIGNMENT/SALE.**

The Term of this Agreement shall be five (5) years beginning on the Commencement Date. At the end of the initial five years, the Home Owner or Original Occupant shall be entitled to continue to occupy the Home Site for as long as he/she/they continue to abide by the terms of this Agreement and the Community's Rules and Regulations and to pay rent and any other sums due under this Agreement, which rent and other sums may be increased or charged in accordance with the terms of this Agreement.

The assignment of this Agreement, subleasing of the Home Site or sale of the Home shall be governed by the following:

(i) During the 5-year Term of this Agreement. (a) Upon the sublease of the Home Site for a period of more than two (2) years which extends beyond the 5-year Term of this Agreement, Oak Point may require that the Annual Base Rent be increased as of the end of the second year of the sublease to an Adjusted Rent, as defined below. (b) Upon the assignment of this Agreement in connection with the sale of the Home, Oak Point may as a condition of its consent, require the assignee to enter into a new Agreement at the expiration of the original 5-year Term at an Adjusted Rent.

(ii) After the 5-year Term of this Agreement. (a) Upon the sublease of the Home for a period of two (2) years or more, Oak Point may require that the Annual Base Rent be increased as of the end of the second year of the sublease to an Adjusted Rent. (b) Upon the sale of the Home, Oak Point may require that a new agreement be entered into for the Home Site on Oak Point's then current form of Home Site agreement at an Adjusted Rent.

Any assignment or subletting shall be subject to Oak Point's written consent, which will not be unreasonably withheld. Oak Point's consent to any assignment of this Agreement, sublease of the Home Site, or execution of a new agreement shall be provided by Oak Point if the assignee or sublessee or proposed home owner meets the then applicable Rules and Regulations of the community and provides reasonable evidence of financial ability to pay the rent and other charges due from the Home Owner under this Agreement or the new Agreement, as the case may be. Oak Point may require financial statements, prior years' income tax returns, and/or character and credit references of any proposed sublessee or assignee, and the Home Owner shall provide such statements upon request. In the case of any assignment of the Lease or sublease of the Home Site, The Home Owner named in this Agreement shall remain obligated under this Agreement unless specifically released in writing by Oak Point.

The "Adjusted Rent" shall be the lower of either (1) the rent for similar Home Sites at Oak Point at the time of the adjustment, or (2) one hundred ten percent (110%) of the Annual Base Rent in effect at the time of the adjustment.

**7. HOME OWNER'S OBLIGATIONS.**

(A) The Home Owner will pay for all utilities and utility services which are separately metered at the Home Site or otherwise billed directly to the Home Owner by a party other than Oak Point. Examples of those types of utilities and utility services include, without limitation, electricity, water, gas, and telephone. In the event that Home Owner fails to pay all utilities billed to Home Owner by a party other than Oak Point, Oak Point shall be entitled to make such payments on behalf of Home Owner and Home Owner agrees to reimburse Oak Point within ten (10) days of written request.

(B) The Home Owner is also obligated to do the following:

- (1) remove garbage and trash in a sanitary manner to a location designated by Oak Point on the Home Owner's common driveway in accordance with the requirements of the Board of Health of Middleborough;
- (2) maintain the Home and Home Site in a first class condition;
- (3) make any repairs, at Home Owner's expense, to utility facilities inside or outside the Home if damage is caused by the Home Owner's or other occupants' negligence, misuse or failure to maintain.

(C) If the Home Owner does not perform its obligations noted above, Oak Point has the right to have such work done at the Home Owner's expense, subject to the provisions of Section 18.

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8. **ACKNOWLEDGEMENT OF COVENANTS.** The Home Owner acknowledges that Home Owner has read and agrees to comply with the Declaration of Restrictive Covenant, dated January 25, 1991, and the Declaration of Restrictive Covenant, dated July 15, 1993. Copies of those documents are attached as Exhibit F.

9. **OAK POINT'S OBLIGATIONS.** Oak Point is obligated to do the following:

(A) **Utility Connections.** Oak Point shall provide connections for water, sewer, gas and electrical service to the Home Site and shall install these basic utilities to the point of connection at the Home. Oak Point will maintain them in good repair and operating condition without charge to the Home Owner, except where damage to any connection is caused by the negligence or willful misconduct of the Home Owner.

(B) **Common Areas and Service.** Oak Point shall maintain and operate the Common Areas (including the recreational facilities) in good repair, clean and free from debris, rubbish and garbage, and in compliance with applicable health and safety laws. Oak Point agrees to collect garbage and rubbish from designated locations on the common driveways, to remove snow and ice from driveways, common driveways, common sidewalks and roads, and to maintain common areas and home sites, lawns and landscaping (provided, however, that additional gardens or plantings installed by any home owner shall be maintained by that home owner). Oak Point agrees to maintain an on-site facility for the disposal and treatment of sanitary sewage, and shall maintain all community roadways that are part of the Common Areas and all exterior lighting and signage within the Common Areas of the Community.

(C) The Home Owner acknowledges that Oak Point may assist in the removal of snow and ice from the stairs and walkways at the front of the Home Site strictly as a courtesy to the Home Owner, but shall have no legal obligation to do so.

(D) The "Common Areas" shall include, without limitation, the roadways, common walkways, common sidewalks, recreational facilities, wastewater treatment facilities and open space, developed or undeveloped, at Oak Point.

10. **COST INCREASES BEYOND OAK POINT'S CONTROL.** Oak Point has included in the Base Rent an amount sufficient to pay the current estimated operating costs for the Community, including, without limitation, trash removal, recreation facility maintenance, common area utilities, appropriate insurance coverage, real estate tax expense, sewage treatment plant operating costs, snow removal, lawn care and other common area costs. In the event that any of these expenses is increased in any one year by more than seven percent (7%) due to acts of God, acts of nature, strikes, shortages, emergencies or other events outside of the reasonable control of Oak Point, Oak Point reserves the right to increase the Base Rent by an amount equal to the Home Owner's proportionate share of the amount of the increase that exceeds seven percent (7%). For such costs that are fixed in nature (i.e. that are not directly related to the number of homes in occupancy), Home Owner's proportionate share shall be based on the amount of such increase in excess of seven percent (7%) divided by seven hundred (700). For such costs that are variable in nature (i.e. that are directly related to the number of homes in occupancy), Home Owner's proportionate share shall be based on the amount of such increase in excess of seven percent (7%) divided by the average number of home site agreements in effect during the year of the increase. (Such average shall be calculated by taking the sum of the number of agreements in place on the last day of each month and dividing such sum by twelve (12).) For such costs that are by nature a combination of fixed and variable (i.e. that are in part but not entirely related to the number of homes in occupancy), Landlord shall determine, in Landlord's judgement, which portion of such cost shall be treated as fixed and which portion shall be treated as variable and shall calculate the Home Owner's proportionate share accordingly. In the event that the cost increase is temporary in nature, the increase in Base Rent provided hereunder shall be reduced at such time as the amount of the increased cost has been recovered and is no longer being incurred. The Home Owner shall not be obligated to pay for increases in expenses that are due solely to events within Oak Point's control including increases in expenses directly related to the number of home sites occupied in the Community or directly caused by the gross negligence or willful misconduct of Oak Point. Any proposed increases in rent shall be subject to applicable law and regulations.

11. **MAINTENANCE. ALTERATIONS. INSPECTION.** The Home Owner covenants and agrees to maintain the Home Site, the Home and any appurtenances to the Home (such as a garage, front stoop or deck) in a first class condition. The Home Owner shall not make any installations, improvements, alterations or additions in, to, or on the Home Site or the exterior of the Home without obtaining the consent of Oak Point. Any such installations, improvements, alterations or additions shall be constructed in accordance with plans and specifications approved by Oak Point. Examples of actions requiring Oak Point's prior written consent include, but are not limited to, painting or placing of

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fences, installation of gazebos, sheds or exterior signs, placards or other advertising media, awnings, antennas and flagpoles.

12. **OVERLOADING AND NUISANCE.** The Home Owner agrees: (a) not to injure, overload, deface or otherwise harm the Home Site; (b) not to commit any nuisance, or permit the emission of any objectionable noise or odor; (c) not to dump, flush, or in any way introduce any hazardous substances or other improper wastes into any disposal system serving the Home Site; (d) not to generate, store, use or dispose of hazardous or toxic substances on or from the Home Site to any other location; and (e) not to make any use of the Home Site which is improper, offensive, contrary to law, or which would invalidate or increase the premiums for any of Oak Point's insurance.

13. **SUBORDINATION OF AGREEMENT.** Oak Point may subordinate this Agreement to a mortgage on the Home Site, provided that the holder of such mortgage enters into an agreement to recognize the rights of the Home Owner under this Agreement and to accept the Home Owner as a tenant. The agreement may also require the Home Owner to recognize the holder of such mortgage as the landlord. Such agreement shall expressly bind the successors and assigns of the Home Owner, the holder of the mortgage and anyone purchasing the Home Site at any foreclosure sale. Unless the holder of the mortgage requires otherwise, Oak Point may execute and deliver any appropriate instruments necessary to carry out the agreements contained in this paragraph on behalf of the Home Owner. In connection therewith, the Home Owner grants to Oak Point a power of attorney to execute and deliver any appropriate instruments in accordance with this paragraph.

14. **MODIFICATIONS BY OAK POINT.** Oak Point reserves the right to make any changes, alterations or modifications to any of the plans, improvements (whether constructed or to be constructed), roadways, walkways, recreational facilities, drainage, utilities, sanitary sewage facilities or any other common areas of the Community. This right includes subdividing the Community into separate parcels or lots, creating a condominium or cooperative under applicable Massachusetts law, changing the location, size, dimensions or numbering of any lots in order to meet requirements of applicable law, government regulations, lending institutions or in response to other marketing or economic considerations. No such change, alteration or modification, however, shall either materially affect the location, size or dimensions of the Home Site or substantially interfere with the Home Owner's use of the Home Site for residential purposes.

15. **AGE REQUIREMENTS.** Buyer acknowledges that Oak Point is intended and operated so as to qualify as a 55 or over housing community in accordance with the relevant laws for such communities. Buyer agrees to comply with all rules and regulations required to maintain such status.

16. **NON-PERFORMANCE OR BREACH BY HOME OWNER.**

(A) Oak Point may terminate this Agreement and evict the Home Owner and recover possession of the Home Site for any of the following reasons:

- (1) the Home Owner's failure to make any payment required under this Agreement;
- (2) the Home Owner's substantial violation of any term, condition, covenant or obligation of this Agreement or rule of the Community, including any of the Rules and Regulations; or
- (3) the Home Owner's violation of any laws or ordinances which protect the health or safety of residents of the Community or occupants.

(B) However, before Oak Point may terminate this Agreement, it must give the Home Owner at least thirty (30) days written notice, by certified or registered mail, stating the reasons for termination and notifying the Home Owner that the Home Owner has fifteen (15) days from the date of mailing such notice in which to pay the overdue rent, if any, or to cure the substantial violation of the law, ordinance or rules of the Community in order to avoid eviction.

(C) Oak Point may proceed with a Summary Process action to evict the Home Owner if:

- (1) the Home Owner fails to pay the overdue rent or cure the violation within twenty (20) days from the date on which such written notice was received; and
- (2) such action, other than for nonpayment of rent, is brought within thirty (30) days from the date of the last alleged violation.

(D) Oak Point is not required to provide any other notice or other opportunity to cure prior to commencing any action to terminate the Agreement and/or recover possession of the Home Site if the same substantial violation of rules, other than for nonpayment of rent, occurs within six (6) months from the date on which a prior notice of a similar substantial violation was delivered.

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(E) If the Home Owner is evicted from the Community, the Home Owner will have one hundred-twenty (120) days after such eviction in which to sell the Home. During the period prior to sale, the Home Owner will be obligated to pay rent and any other sums due for the Home Site at the same rate as if this Agreement had not been terminated and will maintain the Home Site according to the terms and conditions of this Agreement.

(1) Oak Point will have a lien on the Home located on the Home Site pursuant to M.G.L. Chapter 140, Section 32J to the extent that rent and/or other sums due are not paid and maintenance is not performed and to the extent of any additional past sums owed to Oak Point pursuant to the final eviction order.

(2) A Uniform Commercial Code statement prepared by Oak Point and signed by the Home Owner at the request of Oak Point following the issuance of such final eviction order, shall be perfected by filing in the offices of the town clerk and Secretary of State. If the Home Owner fails to sign such statement within ten (10) days after receipt of such statement from Oak Point, the Home Owner shall not be entitled to the benefits of this paragraph (E) for so long as such failure continues.

(3) During such 120-day period, the Home Owner shall not reside in the Home and shall use good faith efforts to sell the Home.

(F) Oak Point shall have all available rights and remedies against the Home Owner as a result of a breach of this Agreement, including the right of entry and right to possession of the Home Site except as provided to the contrary by applicable law.

#### **17. HOME OWNER'S COVENANTS IN EVENT OF TERMINATION**

If this Agreement is terminated because of the Home Owner's default, the Home Owner agrees to pay to Oak Point as damages, and not as a penalty, the amount of rent accrued and unpaid at the time of termination and any rent that would have come due through and until the date of reletting, plus all of Oak Point's reasonable expenses in connection with such reletting including, without limitation, all brokerage commissions, repossession costs, fees for legal services, advertising costs and the reasonable cost of cleaning and landscaping work for the Home Site in order to restore the Home Site to the same condition as was provided to the Home Owner, reasonable wear and tear excepted. Alternatively, at Oak Point's sole option, because the time period that will be necessary to relet the Home Site and the damages that Oak Point will incur during such time are impossible or impractical to ascertain, Home Owner agrees to pay to Oak Point the amount of rent accrued and unpaid at the time of termination plus an amount of fixed and liquidated damages (and not a penalty) equal to twelve (12) month's rent at the then-current rate.

**18. OAK POINT'S RIGHT TO CURE DEFAULTS.** Oak Point may, but shall not be obligated to, cure at any time, any default by the Home Owner under this Agreement, following ten (10) days prior notice to the Home Owner (except in the case of an emergency, in which case no such notice shall be required), The Home Owner shall pay as additional rent, upon demand, all costs and expenses including reasonable legal fees incurred by Oak Point in curing a default by the Home Owner.

**19. NOTICES.** All notices required or permitted under this Agreement for Oak Point shall be in writing and sent to Oak Point at the address listed on the first page of this Agreement. All notices required or permitted under this Agreement for Home Owner shall be in writing and sent to Home Owner's current address as indicated on the first page of this Agreement prior to closing and at Home Owner's Oak Point address subsequent to closing. Either party may designate a different address by notice to the other party in writing. Any notice shall be deemed duly given when mailed to the appropriate address, postage prepaid, registered or certified mail, return receipt requested, or delivered by hand and shall be deemed received on the earlier of (a) actual receipt or (b) five (5) days after being mailed as provided above.

**20. SUCCESSORS AND ASSIGNS.** The obligations set forth in this Agreement shall run with the land and shall be binding upon and inure to the benefit of Oak Point and the Home Owner and their respective heirs, successors and assigns. Upon the death of the last surviving person who is an original Home Owner, the Home Owner's successors in interest shall be entitled to exercise any rights provided under Chapter 140 Section 32J or other such regulation which may provide an estate with a continued period of tenancy.

**21. OAK POINT'S LIABILITY.** The obligations of Oak Point shall be binding only upon its interest

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in the Community, and not upon any other assets of Oak Point. No individual partner, trustee, stockholder, member, officer, director, employee, beneficiary or agent of Oak Point shall be personally liable under this Agreement, and Home Owner shall look solely to Oak Point's interest in the Community in pursuit of the Home Owner's remedies upon a default by Oak Point.

22. **BROKERAGE.** The Home Owner warrants and represents that the Home Owner has not had any dealings with sales agents or brokers in connection with this Agreement, other than with sales representatives of Oak Point and the agent, if any, identified on the first page hereto. No agent aside from the sales representatives of Oak Point shall be entitled to any commission in addition to any commission due to the sale of the Home. The Home Owner covenants and agrees to indemnify and hold harmless Oak Point from and against all costs, expense or liability for any commission or other compensation claimed by any sales agent or broker other than Oak Point's sales representatives.

23. **APPLICABLE LAW.** This Agreement shall be governed by a court of competent jurisdiction, in accordance with the laws of the Commonwealth of Massachusetts.

24. **RULES AND REGULATIONS.** Both Oak Point and the Home Owner understand and agree that the Rules and Regulations of the Community, as they may be amended from time to time (collectively, the "Rules and Regulations"), are incorporated into and made a part of this Agreement. A copy of the current Rules and Regulations are attached to this Agreement as Exhibit E. The Home Owner agrees to comply with the Rules and Regulations. Oak Point reserves the right to add to, delete or amend the Rules and Regulations, by giving proper written notice to the Home Owner as determined pursuant to Massachusetts General Laws Chapter 140, Section 32L, as amended, and regulations adopted pursuant thereto. Any substantial violation of the Rules and Regulations by the Home Owner shall be a default under this Agreement, and shall give Oak Point the right to terminate this Agreement and recover possession of the Home Site in accordance with Section 16 of this Agreement.

As required by the regulations of the Office of the Attorney General, Oak Point hereby notifies the Home Owner that the Massachusetts Attorney General has promulgated regulations relating to the conduct of manufactured housing communities. These regulations are published at 940 C.M.R. 10.00. Oak Point will maintain a copy of these regulations available for inspection at the office of the Property Manager of Oak Point, or at such other location where the Rules and Regulations are otherwise posted pursuant to M.G.L.c. 140, §32D.

25. **SALE OF HOME.** The Home Owner may sell the Home provided that: (a) the prospective purchaser's application for a Home Site Agreement has been approved by Oak Point in accordance with the terms of this Agreement, and (b) the prospective purchaser enters into a new agreement with Oak Point on Oak Point's then current form of Home Site agreement. Notwithstanding the foregoing, Oak Point shall not unreasonably restrict the Home Owner's ability of assignment or sale.

26. **INDEMNIFICATION AND INSURANCE BY HOME OWNER.** The Home Owner agrees to indemnify and hold harmless Oak Point from and against any damages and expenses for loss, damage or injury to the Home Site, including debris removal, and for damage and destruction to the Home, unless such damage or expense results solely from the gross negligence or willful misconduct of Oak Point or its agents, employees, contractors or assigns. The Home Owner agrees to maintain, at its own expense, property insurance in sufficient amounts to cover the full replacement value of the Home Owner's Home and related improvements, so long as such insurance is available at reasonable rates.

27. **RECEIPT OF COPIES.** The Home Owner acknowledges receipt of a copy of this Agreement, the "Important Notice Required by Law" attached hereto as Exhibit D, the Rules and Regulations, the Declaration of Restrictive Covenants and any other attachments referred to in this Agreement.

28. **WAIVER.** Any waiver, express or implied, by Oak Point of any breach of this Agreement by the Home Owner shall not be (nor be construed to be) a waiver of any subsequent breach of this Agreement by the Home Owner. Acceptance by Oak Point of rent from the Home Owner shall not be (nor be construed to be) a waiver of any prior breach by the Home Owner.

29. **AGREEMENT NOT TO BE RECORDED.** The Home Owner agrees not to record this Agreement. Both parties agree, upon the request of the other, to execute and deliver a short form of this Agreement to the requesting party for recording. If this Agreement is terminated before the Term expires, the parties shall execute and record an instrument acknowledging the termination and the date such termination occurred. The Home Owner appoints Oak Point as its attorney-at-law with full power

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of substitution to execute the instrument described in this paragraph. In the event of the death of the last surviving Home Owner, Oak Point may record an affidavit together with copies of the death certificate(s) which shall be conclusive evidence of the termination of the Home Owner's tenancy.

30. **SEVERABILITY.** The provisions of this Agreement are severable. In the event that a provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed or revised so as to be made valid and enforceable and the remainder of this Agreement shall remain in full force and effect.

31. **FIRE OR OTHER CASUALTY.**

(A) If the Home or any improvement made by the Home Owner on the Home Site is damaged by fire or other casualty, or if access to the Home Site is materially impeded so that the Home Site is unfit for occupancy, as determined by Oak Point, and if the damage cannot be or has not been repaired or substantially completed for any reason within sixty (60) days, then Oak Point has the right to terminate this Agreement upon thirty (30) days prior written notice to the Home Owner following the expiration of such sixty (60) day period. This Agreement shall terminate on the date the Home Owner receives notice of termination.

(B) Thereafter, the Home Owner shall have a reasonable time (not to exceed sixty (60) days) to remove the Home from the Home Site, together with the Home Owner's personal property and any improvements made by the Home Owner.

(C) The Annual Base Rent and any additional rent or sums due shall be adjusted based on the later of: (1) the date of termination, or (2) the date of removal of the Home, personal property and improvements.

(D) If Oak Point reasonably believes that the damage can be repaired within sixty (60) days, or if the Home and improvements have been completely repaired or restored within such time period, this Agreement shall remain in full force and effect. If, after sixty (60) days, the Home is not repaired or restored to its prior condition, then Oak Point shall have the right to terminate this Agreement and, at the Home Owner's expense, to remove the Home, improvements and other property from the Home Site and to store or dispose of them.

32. **EASEMENT.**

(A) Oak Point reserves an easement to enter upon the Home Site at any time for the purpose of (1) inspecting the Home Site, (2) making repairs to the Home Site permitted by the Attorney General's Regulations, or (3) showing the Home Site to a prospective home owner, tenant, purchaser or mortgagee or its agents.

(B) Any entry onto the Home Site shall require reasonable prior notice from Oak Point, except in the case of an emergency that creates an imminent threat to the safety or property of the Home Owner or others, or except as otherwise permitted by applicable law, and shall not interfere unreasonably with the Home Owner's right to use and enjoyment of the Home or the Home Site.

(C) Oak Point's rights under this Section 32 are subject to and may be limited by applicable laws and regulations in effect from time to time.

33. **CONDEMNATION.** If the whole or any substantial part of the Home Site shall be taken by the power of eminent domain or by any competent authority, or if there shall be an agreement with a public authority regarding a taking, both Oak Point and the Home Owner shall have the option to terminate this Agreement as of the effective date of such taking after providing at least thirty (30) days prior written notice to the other party. In such case, the Annual Base Rent and any additional rent or other sums due shall be prorated accordingly as of the date the term of this Agreement is terminated. The Home Owner agrees that Oak Point has the exclusive right to receive any condemnation awards granted by any governmental authority relating to the Home Site.

34. **LIMITATION ON VENDORS AND SALESMEN.** Oak Point reserves the right to restrict the number of vendors, salesman, servicemen and delivery men that shall be allowed on the Home Site. Where such limitations exist, the information shall be posted in a conspicuous place at the entranceway to the Community's Common Areas.

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35. **LATE PAYMENTS.** If any payment due under this Agreement is thirty (30) days or more overdue, the overdue amount will thereafter earn interest at the rate of one and one half percent (1.5 %) per month, and will be due as additional rent with each succeeding monthly rental payment.

36. **CUMULATIVE REMEDIES.** Any and all rights and remedies which Oak Point may have under this Agreement, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other. Any two or more of all such rights and remedies may be exercised by Oak Point at the same time, to the extent permitted by law.

37. **ATTORNEY'S FEES.** An action arising from the terms and provisions of this Agreement shall entitle the prevailing party to recovery of reasonable attorneys' fees and related costs.

38. **INSURANCE BY OAK POINT.** Oak Point agrees to maintain and pay for property damage insurance in amounts reasonable and sufficient to insure against the risk of loss, damage or injury to the roads, sewage treatment facility, utilities and other common area improvements that Oak Point elects to insure.

39. **CONSTRUCTION OF AGREEMENT.** This Agreement is the entire agreement between the parties and their respective successors in interest. This Agreement can only be amended, modified or canceled by a writing signed by both Oak Point and the Home Owner. If two or more persons are named as Home Owner under this Agreement, the obligations of the Home Owner shall be the joint and several obligations of each person named as a Home Owner.

40. **QUIET ENJOYMENT.** Oak Point agrees that upon the Home Owner's payment of rent and performance of all terms and conditions of this Agreement, the Home Owner shall peaceably and quietly have, hold and enjoy the Home Site during the Term, subject to the terms of this Agreement.

41. **REPRISALS PROHIBITED.** Oak Point acknowledges that provisions of applicable law forbid Oak Point from threatening to take reprisals against any Home Owner for seeking to assert his or her legal rights.

42. **OWNERSHIP OF OAK POINT.** The Community is to be owned and operated by Oak Point, LLC, a Delaware limited liability company. The beneficial owners of Oak Point, LLC are Plain Street Associates, LLC (a Delaware limited liability company) and Oak Point Equity Investors, LLC (a Delaware limited liability company).

43. **MASSACHUSETTS GENERAL LAWS.** Provisions of this Agreement shall be subject to, and Oak Point shall comply with, the requirements of Massachusetts General Laws Chapter 140, Section 32A et seq., although nothing herein shall prevent Oak Point from challenging the validity of such laws.

44. **REPRESENTATIONS: ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties, and no promise, representation, warranty or covenant not included in this Agreement shall be construed as part of this Agreement. Only a representative of Oak Point authorized in writing has the right or power to change any of the terms and conditions of this Agreement.

**IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the day and year first written above.**

**Home Owner**

*Patricia A Hurst*  
Signed  
\* PATRICIA A HURST  
Print Name  
Date 12/29/00

**Oak Point**

*Eileen J Richardson*  
Signed  
Eileen J Richardson  
Print Name

\_\_\_\_\_  
Signed  
\_\_\_\_\_  
Print Name

Exhibit A  
Description of Community

Oak Point is currently comprised of approximately 780 acres of land, of which approximately 380 acres are intended for development as the Oak Point community of 700 home sites. The balance of the property is currently either restricted as wetlands preserve area and/or open space.

The common areas will include an entry gate, a recreation center of approximately 11,000 square feet (including banquet hall, fitness area, arts & crafts area, library, billiards room, kitchen area and meeting rooms), swimming pool, tennis courts, and walking trails.

A site map and rendering of the recreation area are available from your Oak Point sales representative.

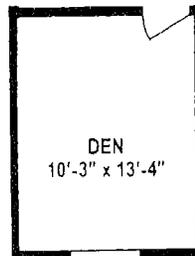
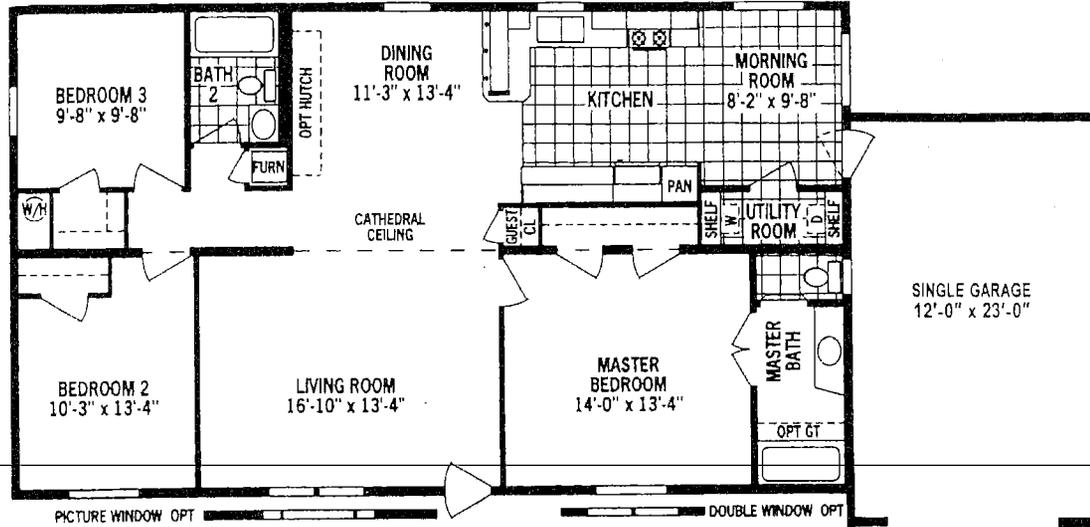
As set forth in this agreement, the size and/or configuration and/or facilities of the Oak Point community may be amended from time to time.

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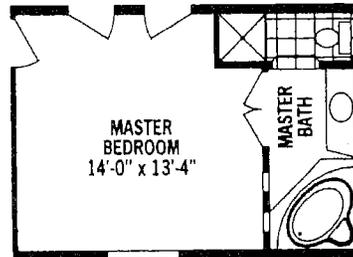
x PAH  
initials  
Date 12/29/00



# The Princeton I



DEN OPTION  
IN PLACE OF  
BEDROOM 2



CORNER TUB BATH  
WITH 32" SHOWER  
OPTION

*PAH*  
*initials*  
*Date 12/28/00*

*Important Notice: Floor plans are approximate and may not be to scale. All dimensions are approximate. Homes are shown with some optional features. Plans, elevations, specifications, materials and features are subject to change without prior notice.*

Exhibit C  
Description of Home

Exhibit D

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the secretary of communities and development and either a copy of the approvals thereof by the attorney general and said secretary or a certificate signed by the owner stating that neither the attorney general nor said secretary has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate governmental agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event that owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as Oak Point and located in Middleborough, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on \_\_\_\_\_ (date).

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print Name

01-14-99

*PAH*  
*initials*

*Date 12/28/00*

## Exhibit E

### OAK POINT RETIREMENT COMMUNITY

Middleborough, MA

Phone Number (Management Office): (508) 923 - 0002

Emergency Phone Number: (508) 947 - 3535

### RULES AND REGULATIONS

As of September 10, 1998

#### A. GENERAL

1. These Rules and Regulations (the "Regulations") are adopted by Oak Point Associates, LLC ("Oak Point") to promote the convenience, quiet enjoyment, safety and welfare of the Home Owners in Oak Point (the "Community") and to preserve and enhance the quality and appearance of the Community, all subject to Massachusetts General Laws Chapter 140, Sections 32A through 32S, and 940 CMR 10.00. The Regulations, as they may be amended from time to time, together with the Home Site Agreement between the Home Owner and Oak Point (the "Home Site Agreement"), govern the Home Owner's occupancy and use of the Home Site as well as the Home Owner's use of the Common Areas within the Community. If a term is capitalized in these Rules and Regulations, but is not defined in these Rules and Regulations, then the term shall have the same meaning as in the Home Site Agreement.

2. Oak Point may change these Regulations from time to time. Oak Point will give proper written notice to each Home Owner of any such change, as required by Massachusetts General Laws Chapter 130, Section 32L, and regulations adopted pursuant to that law (which are called the "Attorney General's Regulations").

3. The Home Owner is responsible for other residents or occupants of the Home Site, guests, and children under the age of eighteen (18), and will ensure that they abide by the Regulations of the Community. The Home Owner is liable for any damage or destruction to the Home Site or the Common Areas of the Community caused by other residents or occupants of the Home Site or by the Home Owner's guests.

#### B. CLUBHOUSE AND RECREATIONAL FACILITIES

1. Guests may use the clubhouse and recreational facilities if they are accompanied by the Home Owner. Children under the age of eighteen (18) may use the clubhouse and recreational facilities if they are accompanied and supervised by an adult. Anyone using the clubhouse and recreational facilities shall abide by any health and safety regulations and procedures posted at the clubhouse or recreational facilities and/or issued to the Home Owners by Oak Point.

2. The Home Owners may schedule meetings at the clubhouse or other common area facility at no charge, subject to the availability of the facility.

#### C. USE AND OCCUPANCY

1. Home Owners and their guests may not interfere with the quiet enjoyment of any part of the Community. Reasonable quiet shall be maintained between the hours of 10:00 p.m. and 8:00 a.m. The Home Owners shall take special care and use courtesy when participating in outdoor activities during these hours.

2. Open fires are not permitted outside of the Home Owner's indoor fireplace. This does not apply to an outdoor charcoal fire or gas grill for cooking, provided these types of fires are within a commercially produced grill on the Home Site of the Home Owner. Any exterior grill must be carefully attended by the Home Owner at all times.

#### D. PETS

1. The Home Owner may keep pets that live solely inside the Home, provided that the pets do not disturb the peace and quiet of other Home Owners in the Community.

2. The Home Owner may keep one dog or cat which does not remain inside the Home at all times, provided that (a) Oak Point approves the pet in advance, (b) the Home Owner abides by the Regulations for keeping pets, and (c) the pet does not become a nuisance to other residents of the Community, as determined by Oak Point in its sole discretion. The Home Owner must keep the pet inside the Home except when it is being walked by the Home Owner. When walked, the pet must be on a leash and

## Exhibit E

restricted from areas from which pets are excluded, such as the recreational areas and the clubhouse. The Home Owner must remove waste generated by its pet in a sanitary manner. Any pet in violation of the Regulations may be removed from the Community at the Home Owner's expense. A Home Owner may apply to keep a pet at any time.

### E. EXTERIOR MAINTENANCE, APPEARANCE AND IMPROVEMENTS

1. The Home Owner must maintain the Home's exterior to reasonable aesthetic standards which are established by Oak Point and applied uniformly throughout the Community (including the architectural standards described below), and to keep the exterior of the Home and the Home Site neat and in good repair.
2. The Home Owner may not remove or substantially change the appearance of any plants, trees or shrubs on the Home Site (or within the Common Areas of the Community) unless Oak Point approves the change in advance in writing, or unless such activity is permitted by the Attorney General's Regulations. The Home Owner shall not place gravel, stone, bricks and other non-organic improvements on the Home Site without the prior written approval of Oak Point, which approval shall not be unreasonably withheld.
3. The Home Owner may not alter the exterior features of the Home or make additions or improvements of any kind to the exterior of the Home, or make physical improvements on the Home Site, unless Oak Point approves of the change in advance, which approvals shall not be unreasonably withheld.
4. In order to protect the integrity of the underground utilities, the Home Owner may not allow any rods, stakes or pipes to be driven into the ground or otherwise dig in any area on the Home Site, unless Oak Point approves of such action in advance in writing.
5. The Home Owner may place a commercially reasonable "for sale" or "for lease" sign on the Home or on the Home Site. Oak Point requests the Home Owner to attach any such sign to the Home if this is feasible.
6. The Home Owner may erect exterior clotheslines on the Home Site, so long as they are screened from the view of the streets and other Home Sites.
7. The Home, as well as any garage, shed, steps, deck or other structures that have been placed on the Home Site, must be kept in their original location, properly maintained by the Home Owner, and in their original colors.
8. The Home Owner may keep lawn furniture and other outdoor seasonal items outside the Home during the season when they are not in use, provided that they are placed on a deck, patio or porch and do not interfere with lawn maintenance.
9. If the Home's exterior does not comply with these Regulations, Oak Point may notify the Home Owner of that fact, and of the cost for the required work to be done by Oak Point. If the Home Owner does not remedy the problem with 10 days of receiving the notice, then Oak Point may do the work, and the Home Owner must pay the cost of the work.
10. The Home Owner may not use the patio, deck, porch or lawn area of the Home Site for long-term storage. This applies to bottles, paint cans, trunks, boxes, equipment, furniture, bicycles, lawn and garden tools and building materials or other materials. These items may be stored in the Home, garage or shed.
11. In order to preserve and enhance the quality and appearance of the Community, window air conditioners are not permitted.

### F. ARCHITECTURAL STANDARDS

Oak Point shall require all homes to conform to the following architectural standards:

- (1) Minimum Living Space: 1,000 square feet
- (2) Minimum Roof Pitch: 4 inch vertical rise to 12 inch horizontal run
- (3) Exterior Materials: Horizontal clapboard siding at 4 inch exposure (wood or vinyl)
- (4) Roof: Asphalt shingle with shingled ridge vent
- (5) Minimum Eave and Soffit Overhang: 12 inches
- (6) Shutters: 12 inch minimum width, vinyl shutters. Oak Point reserves the right to require shutters on windows prominently visible from the streets or other homes.

*PAH*  
*initials*  
*DATE 12/29/00*

**Exhibit E**

- (7) Front Steps and Landing: Wood frame, concrete, brick or masonry allowed. Railings may be wood, metal or high-performance plastics. Design and materials subject to Oak Point's reasonable approval.
- (8) Setting Method: All homes must be level-set and have a surrounding skirt material approved by Oak Point.

**G. TRASH AND UTILITIES**

1. The Home Owner shall store garbage and trash inside the Home, garage or shed until 7:00 a.m. on the day(s) designated for trash removal, and shall dispose of garbage and trash in accordance with instructions issued by Oak Point.

**H. OTHER**

1. Oak Point has a "No Solicitation and No Peddling" policy, to the extent allowed by applicable law or regulations. Oak Point requests that the Home Owner notifies Oak Point of any solicitation or peddling within the Community.

2. The Home Owner may hire any contractor or supplier to provide goods and services on the Home Site, provided that before such work commences the Home Owner delivers a certificate of insurance to Oak Point showing that the contractor or supplier has property damage, general liability and motor vehicle insurance coverage in amounts which Oak Point determines to be adequate.

3. The Home Owner may not dump, flush or discharge any harmful or improper wastes or substances into any disposal system serving the Home, clubhouse or other recreational facility. Examples of substances and wastes which cause damage to or clog the collection system when placed in toilets, showers, bathtubs and sinks include aluminum foil, sanitary napkins, coffee grounds, oatmeal, leaves, grease, paint, oil, and gas. The Home Owner shall dispose of such substances and waste, including hazardous waste and toxic substances, according to handling and removal instructions issued by Oak Point. The Home Owner shall pay for the cost of removing any obstruction or otherwise repairing any damage to the sewer line caused by the negligent act or omission or willful misconduct of the Home Owner.

**I. MOTOR VEHICLES AND TRAFFIC**

1. The Home Owners and their guests may park up to two automotive vehicles (passenger cars, non-commercial trucks and sport-utility vehicles) in the designated parking spaces provided on the Home Site. All driveways in the Community are designated by the Town as fire lanes, and no parking is allowed in the driveways.

2. Guest parking is limited to designated parking areas along the roadways of the Community. Guests may also park in the clubhouse parking lot.

3. Oak Point may remove unauthorized vehicles or vehicles parked in prohibited areas from the Community without prior notice and at the vehicle owner's expense.

4. Oak Point is not responsible for any damage to or theft of a motor vehicle, its accessories or contents parked anywhere within the Community.

5. Pedestrians must have the right of way on all roadways within the Community. Home Owners must operate motor vehicles in a safe and courteous manner and obey all signs and signals. The posted speed limit is 15 miles per hour on all roadways within the Community.

6. Unregistered vehicles (including, automobiles, trucks, go-carts, mini-bikes, motorcycles or snowmobiles) may not be stored on the Home Site nor used on the roadways or Common Areas of the Community.

7. Recreational vehicles, boats and trailers may not be stored or parked on the Home Site or within the Common Areas of the Community, except in areas specially designated by Oak Point for that purpose. Arrangements for this type of vehicle storage may be made by any Home Owner through Oak Point.

**EXHIBITS**

- Important Notice Required by Law.
- Copies of Certified Mail Receipts.
- Acknowledgement.

x PAH  
initials  
Date 12/29/00

Exhibit E

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the secretary of communities and development and either a copy of the approvals thereof by the attorney general and said secretary or a certificate signed by the owner stating that neither the attorney general nor said secretary has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate governmental agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event that owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as Oak Point and located in Middleborough, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on \_\_\_\_\_ (date).

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print Name

PAH  
initials  
Date 12/29/00

COPIES OF CERTIFIED MAIL RECEIPTS

In accordance with Section 32L of Chapter 140 of the General Laws the following are copies of the certified mail receipts from a representative of the attorney general and a representative of the secretary of communities and developments.

Z 539 133 117

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to  
**MR. ANTHONY RODRIGUEZ**

Street & Number  
**ONE ASHBURTON PLACE**

Post Office, State, & ZIP Code  
**BOSTON, MA 02108-1698**

Postage \$ **1.01**

Certified Fee **1.35**

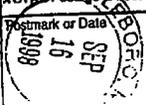
Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered **110**

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL POSTAGE & FEES \$ **3.46**

Postmark or Date  


SENDER:  
 ■ Complete items 1 and/or 2 for additional services.  
 ■ Complete items 3, 4a, and 4b.  
 ■ Print your name and address on the reverse of this form so that we can return this card to you.  
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.  
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
**MR. ANTHONY RODRIGUEZ  
 COMMONWEALTH OF MA  
 OFFICE OF THE ATTORNEY GEN  
 ONE ASHBURTON PLACE  
 BOSTON, MA 02108-1698**

4a. Article Number  
**2 539 133 117**

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
**SEP 17 1998**

5. Received By: (Print Name)  
**William J. [Signature]**

6. Signature: (Addressee or Agent)  
**X**

8. Addressee's Address (Only if requested and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1994 102595-88-9-0229 Domestic Return Receipt

Thank you for using Return Receipt Service

Z 539 133 118

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to  
**DAVID HUMPHREY**

Street & Number  
**100 CAMBRIDGE ST RM 1803**

Post Office, State, & ZIP Code  
**BOSTON, MA 02202**

Postage \$ **1.01**

Certified Fee **1.35**

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered **110**

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL POSTAGE & FEES \$ **3.46**

Postmark or Date  


SENDER:  
 ■ Complete items 1 and/or 2 for additional services.  
 ■ Complete items 3, 4a, and 4b.  
 ■ Print your name and address on the reverse of this form so that we can return this card to you.  
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.  
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
**DAVID HUMPHREY  
 DEPT OF HOUSING COMMUNITY  
 DEVELOPMENT  
 ROOM 1803  
 100 CAMBRIDGE ST  
 BOSTON, MA 02202**

4a. Article Number  
**2 539 133 118**

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
**SEP 17 1998**

5. Received By: (Print Name)  
**BY CMF**

6. Signature: (Addressee or Agent)  
**X**

8. Addressee's Address (Only if requested and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1994 102595-88-9-0229 Domestic Return Receipt

Thank you for using Return Receipt Service

ACKNOWLEDGEMENT

Please complete and Return to Oak Point.

We hereby certify that we have received and read the Rules and Regulations dated *September 10, 1998* and that we will abide by them. To the extent that our consent may be required on any of the obligations imposed by these Rules and Regulations, we freely give out consent.

Home Owner

---

x *Patricia A. Hurst*  
Signed  
x *Patricia A. Hurst*  
Print Name  
Date *12/29/00*

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name

Exhibit F  
Restrictive Covenants  
1 of 2

DECLARATION OF RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS that GARY DARMAN, Trustee of the White Oak Island Trust under Declaration of Trust dated March 28, 1978 and recorded with Plymouth County Registry of Deeds in Book 4701, Page 44, being the owner of certain real estate situated in Middleboro, Plymouth County, Massachusetts, as more fully set forth and described in a deed duly recorded with Plymouth County Registry of Deeds in Book 8505, Page 313 which property is more commonly known and referred to as the White Oak Island Adult Community Park hereby imposes the following restriction on said premises for the benefit of the residents that may hereafter occupy said premises.

1. The Grantor for himself, his successors or assigns, covenants and agrees that he will not at any time petition the Board of Selectmen of the Town of Middleboro for acceptance as town ways any street, driveway or other access within the adult community park as may be located on the premises above described. This covenant shall run with the land and be binding on each owner, occupant, tenant or otherwise of the premises or any portion of the premises encompassed by the property above described and known as the White Oak Island Adult Community Park.

Executed as a sealed instrument this 25 day of January, 1991.

WHITE OAK ISLAND TRUST

By: Gary Darman  
Gary Darman, Trustee

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

January 25, 1991

Then personally appeared the above-named GARY DARMAN, Trustee of the aforesaid Trust and acknowledged the foregoing instrument to be his free act and deed, before me,

John H. Wyman  
John H. Wyman, Notary Public.  
My Commission expires 10/31/97

\* PAH  
initials  
Date 12/29/00

Exhibit F  
Restrictive Covenants  
2 of 2

DECLARATION OF RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS that GARY DARMAN, Trustee of the White Oak Island Trust, under Declaration of Trust dated March 28, 1979 and recorded with Plymouth County Registry of Deeds in Book 4701, Page 55, being the owner of certain real estate situated in Middleborough, Plymouth County, Massachusetts, as more fully set forth and described in deeds duly recorded with Plymouth County Registry of Deeds in Book 8505, Page 313, Book 8971, Page 137, Book 9888, Page 177 and Book 9957, Page 231, which property is more commonly known and referred to as the "Oak Point" Adult Mobile Home Community, hereby imposes the following restriction on said premises for the benefit of the residents that may hereafter occupy said premises:

1. The Grantor, for himself, his successors or assigns covenants and agrees that he will not at any time petition the Board of Selectmen of the Town of Middleborough, or the Town of Middleborough itself, for acceptance as a municipal facility or otherwise ask the Town of Middleborough for aid, financial or otherwise, in the operation, maintenance, repair or replacement of the on-site private sewerage waste water treatment facility to be built on said property in conjunction with the development of the adult mobile home community for the private use by the residents within the community.
2. The Grantor, for himself, his successors or assigns, will cause a copy of this restrictive covenant to be given to each resident or occupant of the adult mobile home community as an attachment to their lease or otherwise and further will develop, in conjunction with the Department of Environmental Protection and other affected state agencies, and the residents of the adult mobile home community, a monitoring plan for the sewerage wastewater treatment facility to insure the proper operation, maintenance, repair and replacement of the facility.
3. This covenant shall run with the land and be binding on each owner, occupant, tenant or otherwise of the premises or any portion thereof encompassed by the property above described and known as the "Oak Point" Adult Mobile Home Community.

EXECUTED as a sealed instrument this 15th day of July  
1993.

WHITE OAK ISLAND TRUST

By: *Gary Darman*  
Gary Darman, Trustee

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

July 15, 1993

Then personally appeared the above-named GARY DARMAN,  
Trustee as aforesaid, and acknowledged the foregoing instrument

*x PAH*  
*initials*  
*Date 12/29/00*

**KRAUS & HUMMEL LLP**

99A COURT STREET  
PLYMOUTH, MASSACHUSETTS 02360

(508) 747-4200  
(508) 747-0788 FAX  
WWW.KRAUSHUMMEL.COM

**NOTICE OF TERMINATION OF TENANCY  
AND  
NOTICE TO QUIT FOR NON-PAYMENT OF RENT**

Hometown Oak Point II, LLC

Delivered Certified Mail R/R  
# 7013 1090 0001 9801 0280  
& Regular Mail

Delivered Certified Mail R/R  
#7013 1090 0001 9801 0297  
& Regular Mail

Date: February 13, 2014

Landlord: Hometown Oak Point II, LLC  
Tenant(s): Patricia A. Hurst  
Address: 705 Blueberry Circle  
Middleboro, MA 02346

Reverse Mortgage Solutions  
510 Linbaugh Drive, Suite 100  
Nashville, TN 37211

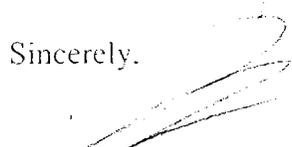
Dear Ms. Hurst:

Your tenancy in Oak Point, a manufactured housing community operated by Hometown Oak Point II, LLC is being terminated as a result of non-payment of rent. You have **fifteen (15) days** from the date of the mailing of this notice to pay the overdue rent; in the event of failure to pay as set forth herein, Hometown Oak Point II, LLC, will go to court and get permission to evict you through a summary process eviction, all pursuant to Massachusetts General Laws, Ch. 140, §32J (See Exhibit A). By law, a Massachusetts court is the final authority in every eviction and if you believe you are entitled to remain as a tenant you or your lawyer may present your case in court. A summary process eviction action will be commenced no sooner than thirty (30) days after the mailing of this notice in the event of failure to pay.

The reason for the termination of this tenancy is your failure to pay rent as set forth on Schedule A attached hereto and made a part hereof.

**Please be informed that the Federal Fair Debt Collection Practices Act applies and the substance of that law is contained in the footnote hereunder (See Exhibit B attached hereto).**

Sincerely,

  
Robert Kraus

Attachment: Schedule A of Overdue and Unpaid Rent

You have thirty days to dispute this debt, and please understand and note that this communication is an attempt to collect a debt and that any information obtained from you will be used for that purpose.

Exhibit A

**§ 32J. Summary process to recover possession; termination of tenancy or lease**

If the manufactured home owner or person holding under him holds possession of a manufactured home site in a manufactured housing community without right, after the determination of a tenancy or other estate at will or lease as provided in this section, the licensee entitled to the manufactured home site may recover possession thereof by summary process.

Any tenancy or other estate at will or lease in a manufactured housing community, however created, and including any existing contract for occupancy of a manufactured home site in a manufactured housing community, may be terminated by the licensee entitled to the manufactured home site or his agent only for one or more of the following reasons:

- (1) nonpayment of rent;
- (2) substantial violation of any enforceable rule of the manufactured housing community;
- (3) violation of any laws or ordinances which protect the health or safety of other manufactured housing community residents;
- (4) a discontinuance in good faith by the licensee, of the use of part or all of the land owned by the licensee as a manufactured housing community subject to any existing contractual rights or agreements between the licensee and the tenants located in the manufactured housing community. No such discontinuance shall be valid for any manufactured home sold the licensee and for which a manufactured home site was made available at the time of said sale, by the licensee, for a period of five years from the date of said sale;
- (5) in the case of an existing tenancy at will, to create a new tenancy at will at an increased rent in accordance with the provisions of section twelve of chapter one hundred and eighty-six.

No action shall be maintained under this section unless:

- (1) the manufactured housing community licensee has given at least thirty days' written notice, delivered by certified or registered mail, stating the reasons for termination and notifying the manufactured housing community resident that he has fifteen days from the date of the mailing of the notice in which to pay the overdue rent, or cure the substantial violation of the community rules or of the law or ordinance, in order to avoid eviction;
- (2) the manufactured home resident has not paid the overdue rent or cured said violations within twenty days from the day on which such written notice was received; and
- (3) such action, other than for nonpayment of rent, is brought within thirty days from the date of the last alleged violation; provided, however, that an action may be maintained under this section without further notice or opportunity to cure, if the same substantial violation of rules, other than nonpayment of rent, occurs within six months from the date on which such notice was delivered.

For the purposes of this section, upon the death of a manufactured housing community tenant, such tenancy shall continue in the estate of such tenant for a period of one year from the date of death or one year from the appointment of an executor or administrator, whichever first occurs.

A resident who has been evicted from a manufactured housing community shall have one hundred and twenty days after such eviction in which to sell the resident's manufactured home, subject to the terms of this paragraph. Such resident shall be responsible for the rental amount accruing during the period prior to such sale and shall maintain the manufactured home and lot during such period, on the terms and conditions of the lease or other rental agreement in effect prior to the occurrences of the default or termination of the term of occupancy which resulted in the eviction. If such manufactured home remains on the lot during such period, the owner of the manufactured housing community shall have a lien on the home to the extent such rental amount is not paid or such maintenance is not performed and to the extent of any additional past sums owed to the owner as set forth on any final eviction order issued by a court of competent jurisdiction. Such lien may be perfected by filing in the offices of the town clerk and secretary of state a uniform commercial code statement, prepared by the owner and signed by the former resident at the request of the owner following the issuance of such eviction order. If the former resident fails to sign such statement within ten days after receipt of such statement from the owner, such resident shall not be entitled to the benefits of this paragraph for so long as such failure continues, provided that nothing in the foregoing is intended to prevent the former resident from preparing and filing such a statement. During such one hundred and twenty day period, no person shall reside in such home and the former resident shall use good faith efforts to sell the home.

M.G.L.A. 140 § 32J.

## Exhibit B

### Federal Fair Debt Collection Notice:

#### (a) Notice of debt: contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing--

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

#### (b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) of this section unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

#### (c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

#### (d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

#### (e) Notice provisions

The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by the Internal Revenue Code of 1986, chapter 94 of this title [15 U.S.C.A. § 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section."

See 15 U.S.C.A. § 1692g

Ledger Card

Summary Information

Community                      Oak Point - 1314  
 Site                                705BLU  
 Resident                         Patricia Hurst  
 Refundable Security  
 Deposits Total                 \$0.00  
 Pre Paid Rent                 \$0.00  
 Pre Paid Mortgage            \$0.00  
 Payment Agreement            \$0.00  
 Move In Date                  4/12/2001

Hide Previous Months...

10/2011

Transaction Date	Transaction Type	For	Amount	Balance
Monday, October 31, 2011	Opening Balance	Previous Balance Forward	\$526.34	\$526.34

11/2011

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, November 09, 2011	Payment	Check : 0000995031	(\$526.34)	\$0.00

12/2011

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, December 01, 2011	Rent	Base Rent	\$526.34	\$526.34
Tuesday, December 06, 2011	Payment	Check : 0000995035	(\$526.34)	\$0.00

1/2012

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, January 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Tuesday, January 03, 2012	Payment	Check : 0000995039	(\$526.34)	\$0.00

2/2012

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, January 31, 2012	Payment	Check : 0083057757	(\$526.34)	(\$526.34)
Wednesday, February 01, 2012	Rent	Base Rent	\$526.34	\$0.00

3/2012

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, March 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Thursday, March 01, 2012	Payment	Check : 0000995051	(\$526.34)	\$0.00

**4/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, April 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Wednesday, April 04, 2012	Payment	Check : 0000995055	(\$526.34)	\$0.00

**5/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, May 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Thursday, May 03, 2012	Payment	Check : 0000995059	(\$526.34)	\$14.21

**6/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, June 01, 2012	Rent	Base Rent	\$540.55	\$554.76
Tuesday, June 19, 2012	Payment	Check : 0000995066	(\$526.34)	\$28.42

**7/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, July 01, 2012	Rent	Base Rent	\$540.55	\$568.97
Friday, July 06, 2012	Payment	Check : 0040676404	(\$526.34)	\$42.63

**8/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, August 01, 2012	Rent	Base Rent	\$540.55	\$583.18
Monday, August 13, 2012	Payment	Check : 0000995076	(\$526.34)	\$56.84
Monday, August 13, 2012	Payment	Check : 0000995084	(\$56.84)	\$0.00

**9/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, September 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Friday, September 07, 2012	Payment	Check : 0063479548	(\$540.55)	\$0.00

**10/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, October 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Thursday, October 04, 2012	Payment	Check : 0074251149	(\$540.55)	\$0.00

**11/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, November 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Monday, November 05, 2012	Payment	Check : 0000995092	(\$540.55)	\$0.00

**12/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, December 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Wednesday, December 05, 2012	Payment	Check : 0000995096	(\$540.55)	\$0.00

**1/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, January 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Wednesday, January 09, 2013	Payment	Check : 0007363614	(\$540.55)	\$0.00

**2/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, February 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Thursday, February 07, 2013	Payment	Check : 0000995105	(\$540.55)	\$0.00

**3/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, March 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Wednesday, March 06, 2013	Payment	Check : 0040973474	(\$540.55)	\$0.00

**4/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, April 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Thursday, April 04, 2013	Payment	Check : 0000995114	(\$540.55)	\$0.00

**5/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, April 30, 2013	Payment	Check : 0063596967	(\$540.55)	(\$540.55)
Wednesday, May 01, 2013	Rent	Base Rent	\$548.66	\$8.11

**6/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, June 01, 2013	Rent	Base Rent	\$548.66	\$556.77
Monday, June 03, 2013	Payment	Check : 0000995124	(\$540.55)	\$16.22

**7/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, July 01, 2013	Rent	Base Rent	\$548.66	\$564.88
Wednesday, July 03, 2013	Payment	Check : 0085757398	(\$540.55)	\$24.33

**8/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, August 01, 2013	Rent	Base Rent	\$548.66	\$572.99
Monday, August 05, 2013	Payment	Check : 0000995133	(\$540.55)	\$32.44

**9/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, September 01, 2013	Rent	Base Rent	\$548.66	\$581.10
Thursday, September 05, 2013	Payment	Credit Card : CKS : 41439	(\$540.55)	\$40.55

**10/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, October 01, 2013	Rent	Base Rent	\$548.66	\$589.21
Tuesday, October 01, 2013	Payment	Credit Card : CKS : 46971	(\$540.55)	\$48.66

**Current 3 Months:**

**11/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, November 01, 2013	Rent	Base Rent	\$548.66	\$597.32

**12/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, December 01, 2013	Rent	Base Rent	\$548.66	\$1,145.98

**1/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, January 01, 2014	Rent	Base Rent	\$548.66	\$1,694.64

**2/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, February 01, 2014	Rent	Base Rent	\$548.66	\$2,243.30



**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

NASHVILLE TN 37211

Postage	\$ 00.70	0360	Postmark Here
Certified Fee	\$3.30	13	
Return Receipt Fee (Endorsement Required)	\$2.70		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 06.70</b>	<b>02/14/2014</b>	

Sent To  
 Street, A  
 or PO Box  
 City, State

**Reverse Mortgage Solutions**  
**510 Linbaugh Drive, Suite 100**  
**Nashville, TN 37211**

PS Form

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

MIDDLEBORO MA 02346

Postage	\$ 00.70	0360	Postmark Here
Certified Fee	\$3.30	13	
Return Receipt Fee (Endorsement Required)	\$2.70		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 06.70</b>	<b>02/14/2014</b>	

Sent To  
 Street, A  
 or PO Box  
 City, State

**Patricia Hurst**  
**705 Blueberry Circle**  
**Middleboro, MA 02346**

PS Form

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Reverse Mortgage Solutions**  
**510 Linbaugh Drive, Suite 100**  
**Nashville, TN 37211**

2. Article Number  
 (Transfer from service label)

7013 1090 0001 9801 0297

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

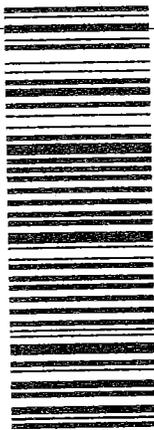
**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  Addressee  
*x Violet Evans*
- B. Received by (Printed Name) C. Date of Delivery  
*VIOLET EVANS 2-19-14*
- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

KRAUS & HUMM  
99A COURT STREET  
PLYMOUTH, MASSACHUSETTS



7013 1090 0001 9801 0280



U.S. POSTAGE  
PAID  
PLYMOUTH, MA  
02360  
FEB 14 14  
AMOUNT

\$6.70

00029184413

**RETURN RECEIPT  
DEFLECTED**

Patricia Hurst  
705 Blueberry Circle  
Middleboro, MA 02346

NIXIE

023464005-1N

02/11/14

RETURN TO SENDER  
UNABLE TO FORWARD  
UNABLE TO FORWARD  
RETURN TO SENDER



6  
FND

2/15/14



**SENDER COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Patricia Hurst  
705 Blueberry Circle  
Middleboro, MA 02346

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)  
PS Form 3811, February 2004

7013 1090 0001 9801 0280  
Domestic Return Receipt

**KRAUS & HUMMEL** LLP

99A COURT STREET  
PLYMOUTH, MASSACHUSETTS 02360

(508) 747-4200  
(508) 747-0788 FAX  
WWW.KRAUSHUMMEL.COM

**NOTICE OF TERMINATION OF TENANCY  
AND  
NOTICE TO QUIT FOR NON-PAYMENT OF RENT**

Hometown Oak Point II, LLC

**Delivered Via Constable**

Date: March 19, 2014

Landlord: Hometown Oak Point II, LLC

Tenant(s): Patricia A. Hurst

Address: 705 Blueberry Circle  
Middleboro, MA 02346

Dear Ms. Hurst:

Your tenancy in Oak Point, a manufactured housing community operated by Hometown Oak Point II, LLC is being terminated as a result of non-payment of rent. You have **fifteen (15) days** from the date of the mailing of this notice to pay the overdue rent; in the event of failure to pay as set forth herein, Hometown Oak Point II, LLC, will go to court and get permission to evict you through a summary process eviction, all pursuant to Massachusetts General Laws, Ch. 140, §32J (See Exhibit A). By law, a Massachusetts court is the final authority in every eviction and if you believe you are entitled to remain as a tenant you or your lawyer may present your case in court. A summary process eviction action will be commenced no sooner than thirty (30) days after the mailing of this notice in the event of failure to pay.

The reason for the termination of this tenancy is your failure to pay rent as set forth on Schedule A attached hereto and made a part hereof.

**Please be informed that the Federal Fair Debt Collection Practices Act applies and the substance of that law is contained in the footnote hereunder (See Exhibit B attached hereto).**

Sincerely,

  
Robert Kraus

Attachment: Schedule A of Overdue and Unpaid Rent

You have thirty days to dispute this debt and please understand and note that this communication is an attempt to collect a debt, and that any information obtained from you will be used for that purpose

RETURN OF SERVICE

PLYMOUTH.S.S.

Middleboro, Ma.  
March 19, 2014  
3:00pm

I, this date, March 19, 2014 served the within **Notice Of Termination Of Tenancy And Notice To Quit For Non-Payment Of Rent** by leaving a 'TRUE COPY ATTEST' thereof at the last & usual place of abode of Patricia A. Hurst. One copy for Patricia A. Hurst.

The said service was made at 705 Blueberry Circle, Middleboro, Ma. in said Plymouth County. Afterwards on the same day I did mail first class a 'TRUE COPY ATTEST' to the above mentioned address. One copy for Patricia Hurst.

Exhibit's A & B: Ledger Card attached.

  
Robert Tirrell, Constable,  
Disinterested Person

Exhibit A

**§ 32J. Summary process to recover possession; termination of tenancy or lease**

If the manufactured home owner or person holding under him holds possession of a manufactured home site in a manufactured housing community without right, after the determination of a tenancy or other estate at will or lease as provided in this section, the licensee entitled to the manufactured home site may recover possession thereof by summary process.

Any tenancy or other estate at will or lease in a manufactured housing community, however created, and including any existing contract for occupancy of a manufactured home site in a manufactured housing community, may be terminated by the licensee entitled to the manufactured home site or his agent only for one or more of the following reasons:

- (1) nonpayment of rent;
- (2) substantial violation of any enforceable rule of the manufactured housing community;
- (3) violation of any laws or ordinances which protect the health or safety of other manufactured housing community residents;
- (4) a discontinuance in good faith by the licensee, of the use of part or all of the land owned by the licensee as a manufactured housing community subject to any existing contractual rights or agreements between the licensee and the tenants located in the manufactured housing community. No such discontinuance shall be valid for any manufactured home sold the licensee and for which a manufactured home site was made available at the time of said sale, by the licensee, for a period of five years from the date of said sale;
- (5) in the case of an existing tenancy at will, to create a new tenancy at will at an increased rent in accordance with the provisions of section twelve of chapter one hundred and eighty-six.

No action shall be maintained under this section unless:

- (1) the manufactured housing community licensee has given at least thirty days' written notice, delivered by certified or registered mail, stating the reasons for termination and notifying the manufactured housing community resident that he has fifteen days from the date of the mailing of the notice in which to pay the overdue rent, or cure the substantial violation of the community rules or of the law or ordinance, in order to avoid eviction;
- (2) the manufactured home resident has not paid the overdue rent or cured said violations within twenty days from the day on which such written notice was received; and
- (3) such action, other than for nonpayment of rent, is brought within thirty days from the date of the last alleged violation; provided, however, that an action may be maintained under this section without further notice or opportunity to cure, if the same substantial violation of rules, other than nonpayment of rent, occurs within six months from the date on which such notice was delivered.

For the purposes of this section, upon the death of a manufactured housing community tenant, such tenancy shall continue in the estate of such tenant for a period of one year from the date of death or one year from the appointment of an executor or administrator, whichever first occurs.

A resident who has been evicted from a manufactured housing community shall have one hundred and twenty days after such eviction in which to sell the resident's manufactured home, subject to the terms of this paragraph. Such resident shall be responsible for the rental amount accruing during the period prior to such sale and shall maintain the manufactured home and lot during such period, on the terms and conditions of the lease or other rental agreement in effect prior to the occurrences of the default or termination of the term of occupancy which resulted in the eviction. If such manufactured home remains on the lot during such period, the owner of the manufactured housing community shall have a lien on the home to the extent such rental amount is not paid or such maintenance is not performed and to the extent of any additional past sums owed to the owner as set forth on any final eviction order issued by a court of competent jurisdiction. Such lien may be perfected by filing in the offices of the town clerk and secretary of state a uniform commercial code statement, prepared by the owner and signed by the former resident at the request of the owner following the issuance of such eviction order. If the former resident fails to sign such statement within ten days after receipt of such statement from the owner, such resident shall not be entitled to the benefits of this paragraph for so long as such failure continues, provided that nothing in the foregoing is intended to prevent the former resident from preparing and filing such a statement. During such one hundred and twenty day period, no person shall reside in such home and the former resident shall use good faith efforts to sell the home.

M.G.L.A. 140 § 32J.

## Exhibit B

### Federal Fair Debt Collection Notice:

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- (2) the name of the creditor to whom the debt is owed;
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- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

#### (b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) of this section unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

#### (c) Admission of liability

The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

#### (d) Legal pleadings

A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a) of this section.

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The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by the Internal Revenue Code of 1986, chapter 94 of this title [15 U.S.C.A. § 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.”

See 15 U.S.C.A. § 1692g

Ledger Card

Summary Information

Community                      Oak Point - 1314  
 Site                                705BLU  
 Resident                         Patricia Hurst  
 Refundable Security  
 Deposits Total                 \$0.00  
 Pre Paid Rent                 \$0.00  
 Pre Paid Mortgage            \$0.00  
 Payment Agreement            \$0.00  
 Move In Date                 4/12/2001

Hide Previous Months...

10/2011

Transaction Date	Transaction Type	For	Amount	Balance
Monday, October 31, 2011	Opening Balance	Previous Balance Forward	\$526.34	\$526.34

11/2011

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, November 09, 2011	Payment	Check : 0000995031	(\$526.34)	\$0.00

12/2011

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, December 01, 2011	Rent	Base Rent	\$526.34	\$526.34
Tuesday, December 06, 2011	Payment	Check : 0000995035	(\$526.34)	\$0.00

1/2012

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, January 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Tuesday, January 03, 2012	Payment	Check : 0000995039	(\$526.34)	\$0.00

2/2012

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, January 31, 2012	Payment	Check : 0083057757	(\$526.34)	(\$526.34)
Wednesday, February 01, 2012	Rent	Base Rent	\$526.34	\$0.00

3/2012

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, March 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Thursday, March 01, 2012	Payment	Check : 0000995051	(\$526.34)	\$0.00

**4/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, April 01, 2012	Rent	Base Rent	\$526.34	\$526.34
Wednesday, April 04, 2012	Payment	Check : 0000995055	(\$526.34)	\$0.00

**5/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, May 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Thursday, May 03, 2012	Payment	Check : 0000995059	(\$526.34)	\$14.21

**6/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, June 01, 2012	Rent	Base Rent	\$540.55	\$554.76
Tuesday, June 19, 2012	Payment	Check : 0000995066	(\$526.34)	\$28.42

**7/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, July 01, 2012	Rent	Base Rent	\$540.55	\$568.97
Friday, July 06, 2012	Payment	Check : 0040676404	(\$526.34)	\$42.63

**8/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, August 01, 2012	Rent	Base Rent	\$540.55	\$583.18
Monday, August 13, 2012	Payment	Check : 0000995076	(\$526.34)	\$56.84
Monday, August 13, 2012	Payment	Check : 0000995084	(\$56.84)	\$0.00

**9/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, September 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Friday, September 07, 2012	Payment	Check : 0063479548	(\$540.55)	\$0.00

**10/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, October 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Thursday, October 04, 2012	Payment	Check : 0074251149	(\$540.55)	\$0.00

**11/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, November 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Monday, November 05, 2012	Payment	Check : 0000995092	(\$540.55)	\$0.00

**12/2012**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, December 01, 2012	Rent	Base Rent	\$540.55	\$540.55
Wednesday, December 05, 2012	Payment	Check : 0000995096	(\$540.55)	\$0.00

**1/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, January 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Wednesday, January 09, 2013	Payment	Check : 0007363614	(\$540.55)	\$0.00

**2/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, February 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Thursday, February 07, 2013	Payment	Check : 0000995105	(\$540.55)	\$0.00

**3/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, March 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Wednesday, March 06, 2013	Payment	Check : 0040973474	(\$540.55)	\$0.00

**4/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, April 01, 2013	Rent	Base Rent	\$540.55	\$540.55
Thursday, April 04, 2013	Payment	Check : 0000995114	(\$540.55)	\$0.00

**5/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, April 30, 2013	Payment	Check : 0063596967	(\$540.55)	(\$540.55)
Wednesday, May 01, 2013	Rent	Base Rent	\$548.66	\$8.11

**6/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, June 01, 2013	Rent	Base Rent	\$548.66	\$556.77
Monday, June 03, 2013	Payment	Check : 0000995124	(\$540.55)	\$16.22

**7/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Monday, July 01, 2013	Rent	Base Rent	\$548.66	\$564.88
Wednesday, July 03, 2013	Payment	Check : 0085757398	(\$540.55)	\$24.33

**8/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Thursday, August 01, 2013	Rent	Base Rent	\$548.66	\$572.99
Monday, August 05, 2013	Payment	Check : 0000995133	(\$540.55)	\$32.44

**9/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, September 01, 2013	Rent	Base Rent	\$548.66	\$581.10
Thursday, September 05, 2013	Payment	Credit Card : CKS : 41439	(\$540.55)	\$40.55

**10/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Tuesday, October 01, 2013	Rent	Base Rent	\$548.66	\$589.21
Tuesday, October 01, 2013	Payment	Credit Card : CKS : 46971	(\$540.55)	\$48.66

**11/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Friday, November 01, 2013	Rent	Base Rent	\$548.66	\$597.32

**12/2013**

Transaction Date	Transaction Type	For	Amount	Balance
Sunday, December 01, 2013	Rent	Base Rent	\$548.66	\$1,145.98

**Current 3 Months:**

**1/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Wednesday, January 01, 2014	Rent	Base Rent	\$548.66	\$1,694.64

**2/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, February 01, 2014	Rent	Base Rent	\$548.66	\$2,243.30

**3/2014**

Transaction Date	Transaction Type	For	Amount	Balance
Saturday, March 01, 2014	Rent	Base Rent	\$548.66	\$2,791.96

Credit	Charge	PAG	Utilities	Print Bill	DCD	Write Off
<input type="button" value="Cancel"/>						

**OAK POINT RETIREMENT COMMUNITY**

Middleborough, MA

Phone Number (Management Office): (508) 923 - 0002

Emergency Phone Number: (508) 947 - 3535

**RULES AND REGULATIONS**

As of September 10, 1998

**A. GENERAL**

1. These Rules and Regulations (the "Regulations") are adopted by Oak Point Associates, LLC ("Oak Point") to promote the convenience, quiet enjoyment, safety and welfare of the Home Owners in Oak Point (the "Community") and to preserve and enhance the quality and appearance of the Community, all subject to Massachusetts General Laws Chapter 140, Sections 32A through 32S, and 940 CMR 10.00. The Regulations, as they may be amended from time to time, together with the Home Site Agreement between the Home Owner and Oak Point (the "Home Site Agreement"), govern the Home Owner's occupancy and use of the Home Site as well as the Home Owner's use of the Common Areas within the Community. If a term is capitalized in these Rules and Regulations, but is not defined in these Rules and Regulations, then the term shall have the same meaning as in the Home Site Agreement.

2. Oak Point may change these Regulations from time to time. Oak Point will give proper written notice to each Home Owner of any such change, as required by Massachusetts General Laws Chapter 130, Section 32L, and regulations adopted pursuant to that law (which are called the "Attorney General's Regulations").

3. The Home Owner is responsible for other residents or occupants of the Home Site, guests, and children under the age of eighteen (18), and will ensure that they abide by the Regulations of the Community. The Home Owner is liable for any damage or destruction to the Home Site or the Common Areas of the Community caused by other residents or occupants of the Home Site or by the Home Owner's guests.

**B. CLUBHOUSE AND RECREATIONAL FACILITIES**

1. Guests may use the clubhouse and recreational facilities if they are accompanied by the Home Owner. Children under the age of eighteen (18) may use the clubhouse and recreational facilities if they are accompanied and supervised by an adult. Anyone using the clubhouse and recreational facilities shall abide by any health and safety regulations and procedures posted at the clubhouse or recreational facilities and/or issued to the Home Owners by Oak Point.

2. The Home Owners may schedule meetings at the clubhouse or other common area facility at no charge, subject to the availability of the facility.

**C. USE AND OCCUPANCY**

1. Home Owners and their guests may not interfere with the quiet enjoyment of any part of the Community. Reasonable quiet shall be maintained between the hours of 10:00 p.m. and 8:00 a.m. The Home Owners shall take special care and use courtesy when participating in outdoor activities during these hours.

2. Open fires are not permitted outside of the Home Owner's indoor fireplace. This does not apply to an outdoor charcoal fire or gas grill for cooking, provided these types of fires are within a commercially produced grill on the Home Site of the Home Owner. Any exterior grill must be carefully attended by the Home Owner at all times.

**D. PETS**

1. The Home Owner may keep pets that live solely inside the Home, provided that the pets do not disturb the peace and quiet of other Home Owners in the Community.

2. The Home Owner may keep one dog or cat which does not remain inside the Home at all times, provided that (a) Oak Point approves the pet in advance, (b) the Home Owner abides by the Regulations for keeping pets, and (c) the pet does not become a nuisance to other residents of the Community, as determined by Oak Point in its sole discretion. The Home Owner must keep the pet inside the Home except when it is being walked by the Home Owner. When walked, the pet must be on a leash and

MH  
initials

## Exhibit E

restricted from areas from which pets are excluded, such as the recreational areas and the clubhouse. The Home Owner must remove waste generated by its pet in a sanitary manner. Any pet in violation of the Regulations may be removed from the Community at the Home Owner's expense. A Home Owner may apply to keep a pet at any time.

### E. EXTERIOR MAINTENANCE, APPEARANCE AND IMPROVEMENTS

1. The Home Owner must maintain the Home's exterior to reasonable aesthetic standards which are established by Oak Point and applied uniformly throughout the Community (including the architectural standards described below), and to keep the exterior of the Home and the Home Site neat and in good repair.
2. The Home Owner may not remove or substantially change the appearance of any plants, trees or shrubs on the Home Site (or within the Common Areas of the Community) unless Oak Point approves the change in advance in writing, or unless such activity is permitted by the Attorney General's Regulations. The Home Owner shall not place gravel, stone, bricks and other non-organic improvements on the Home Site without the prior written approval of Oak Point, which approval shall not be unreasonably withheld.
3. The Home Owner may not alter the exterior features of the Home or make additions or ~~improvements of any kind to the exterior of the Home, or make physical improvements on the Home Site,~~ unless Oak Point approves of the change in advance, which approvals shall not be unreasonably withheld.
4. In order to protect the integrity of the underground utilities, the Home Owner may not allow any rods, stakes or pipes to be driven into the ground or otherwise dig in any area on the Home Site, unless Oak Point approves of such action in advance in writing.
5. The Home Owner may place a commercially reasonable "for sale" or "for lease" sign on the Home or on the Home Site. Oak Point requests the Home Owner to attach any such sign to the Home if this is feasible.
6. The Home Owner may erect exterior clotheslines on the Home Site, so long as they are screened from the view of the streets and other Home Sites.
7. The Home, as well as any garage, shed, steps, deck or other structures that have been placed on the Home Site, must be kept in their original location, properly maintained by the Home Owner, and in their original colors.
8. The Home Owner may keep lawn furniture and other outdoor seasonal items outside the Home during the season when they are not in use, provided that they are placed on a deck, patio or porch and do not interfere with lawn maintenance.
9. If the Home's exterior does not comply with these Regulations, Oak Point may notify the Home Owner of that fact, and of the cost for the required work to be done by Oak Point. If the Home Owner does not remedy the problem within 10 days of receiving the notice, then Oak Point may do the work, and the Home Owner must pay the cost of the work.
10. The Home Owner may not use the patio, deck, porch or lawn area of the Home Site for long-term storage. This applies to bottles, paint cans, trunks, boxes, equipment, furniture, bicycles, lawn and garden tools and building materials or other materials. These items may be stored in the Home, garage or shed.
11. In order to preserve and enhance the quality and appearance of the Community, window air conditioners are not permitted.

### F. ARCHITECTURAL STANDARDS

Oak Point shall require all homes to conform to the following architectural standards:

- (1) Minimum Living Space: 1,000 square feet
- (2) Minimum Roof Pitch: 4 inch vertical rise to 12 inch horizontal run
- (3) Exterior Materials: Horizontal clapboard siding at 4 inch exposure (wood or vinyl)
- (4) Roof: Asphalt shingle with shingled ridge vent
- (5) Minimum Eave and Soffit Overhang: 12 inches
- (6) Shutters: 12 inch minimum width, vinyl shutters. Oak Point reserves the right to require shutters on windows prominently visible from the streets or other homes.

**Exhibit E**

- (7) Front Steps and Landing: Wood frame, concrete, brick or masonry allowed. Railings may be wood, metal or high-performance plastics. Design and materials subject to Oak Point's reasonable approval.
- (8) Setting Method: All homes must be level-set and have a surrounding skirt material approved by Oak Point.

**G. TRASH AND UTILITIES**

1. The Home Owner shall store garbage and trash inside the Home, garage or shed until 7:00 a.m. on the day(s) designated for trash removal, and shall dispose of garbage and trash in accordance with instructions issued by Oak Point.

**H. OTHER**

1. Oak Point has a "No Solicitation and No Peddling" policy, to the extent allowed by applicable law or regulations. Oak Point requests that the Home Owner notifies Oak Point of any solicitation or peddling within the Community.

2. The Home Owner may hire any contractor or supplier to provide goods and services on the Home Site, provided that before such work commences the Home Owner delivers a certificate of insurance to Oak Point showing that the contractor or supplier has property damage, general liability and motor vehicle insurance coverage in amounts which Oak Point determines to be adequate.

3. The Home Owner may not dump, flush or discharge any harmful or improper wastes or substances into any disposal system serving the Home, clubhouse or other recreational facility. Examples of substances and wastes which cause damage to or clog the collection system when placed in toilets, showers, bathtubs and sinks include aluminum foil, sanitary napkins, coffee grounds, oatmeal, leaves, grease, paint, oil, and gas. The Home Owner shall dispose of such substances and waste, including hazardous waste and toxic substances, according to handling and removal instructions issued by Oak Point. The Home Owner shall pay for the cost of removing any obstruction or otherwise repairing any damage to the sewer line caused by the negligent act or omission or willful misconduct of the Home Owner.

**I. MOTOR VEHICLES AND TRAFFIC**

1. The Home Owners and their guests may park up to two automotive vehicles (passenger cars, non-commercial trucks and sport-utility vehicles) in the designated parking spaces provided on the Home Site. All driveways in the Community are designated by the Town as fire lanes, and no parking is allowed in the driveways.

2. Guest parking is limited to designated parking areas along the roadways of the Community. Guests may also park in the clubhouse parking lot.

3. Oak Point may remove unauthorized vehicles or vehicles parked in prohibited areas from the Community without prior notice and at the vehicle owner's expense.

4. Oak Point is not responsible for any damage to or theft of a motor vehicle, its accessories or contents parked anywhere within the Community.

5. Pedestrians must have the right of way on all roadways within the Community. Home Owners must operate motor vehicles in a safe and courteous manner and obey all signs and signals. The posted speed limit is 15 miles per hour on all roadways within the Community.

6. Unregistered vehicles (including, automobiles, trucks, go-carts, mini-bikes, motorcycles or snowmobiles) may not be stored on the Home Site nor used on the roadways or Common Areas of the Community.

7. Recreational vehicles, boats and trailers may not be stored or parked on the Home Site or within the Common Areas of the Community, except in areas specially designated by Oak Point for that purpose. Arrangements for this type of vehicle storage may be made by any Home Owner through Oak Point.

**EXHIBITS**

Important Notice Required by Law.  
Copies of Certified Mail Receipts.  
Acknowledgement.

x PAH  
initials  
Date 12/29/00

Exhibit E

IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your lease or occupancy with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the secretary of communities and development and either a copy of the approvals thereof by the attorney general and said secretary or a certificate signed by the owner stating that neither the attorney general nor said secretary has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty-two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, the attorney general, or any other appropriate governmental agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is a reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event that owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached Request for Information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in a change of use or a discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, Requests for Information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

REQUEST FOR INFORMATION

The undersigned, a tenant in the manufactured housing community known as Oak Point and located in Middleborough, Massachusetts desires to receive information concerning any proposed sale or lease of the community as required under Section 32R of Chapter 140 of the General Laws. I understand that this request shall not obligate me to participate in any purchase or lease of the community, but is only a request for information. This notice is being delivered to the owner or owner's manager either in person or by certified mail on \_\_\_\_\_ (date).

Sign

Print Name

PAH  
Initials  
Date 12/29/00

COPIES OF CERTIFIED MAIL RECEIPTS

In accordance with Section 32L of Chapter 140 of the General Laws the following are copies of the certified mail receipts from a representative of the attorney general and a representative of the secretary of communities and developments.

7 539 133 117

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to  
**MR. ANTHONY RODRIGUEZ**  
 Street & Number  
**ONE ASHBURTON PLACE**  
 Post Office, State, & ZIP Code  
**BOSTON, MA 02108-1698**

Postage	\$ 1.01
Certified Fee	1.35
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.46

Postmark or Date  
 SEP 17 1998  
 BOSTON, MA

**SENDER:**  
 ■ Complete items 1 and/or 2 for additional services.  
 ■ Complete items 3, 4a, and 4b.  
 ■ Print your name and address on the reverse of this form so that we can return this card to you.  
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.  
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
**MR. ANTHONY RODRIGUEZ**  
**COMMONWEALTH OF MA**  
**OFFICE OF THE ATTORNEY GEN**  
**ONE ASHBURTON PLACE**  
**BOSTON, MA 02108-1698**

4a. Article Number  
**2 539 133 117**

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
**SEP 17 1998**

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)  
**William J. Joseph**

6. Signature: (Addressee or Agent)  
**X**

PS Form 3811, December 1994 102585-08-B-0229 Domestic Return Receipt

7 539 133 118

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sent to  
**DAVID HUMPHREY**  
 Street & Number  
**100 CAMBRIDGE ST RM 1803**  
 Post Office, State, & ZIP Code  
**BOSTON, MA 02108**

Postage	\$ 1.01
Certified Fee	1.35
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.46

Postmark or Date  
 SEP 17 1998  
 BOSTON, MA

**SENDER:**  
 ■ Complete items 1 and/or 2 for additional services.  
 ■ Complete items 3, 4a, and 4b.  
 ■ Print your name and address on the reverse of this form so that we can return this card to you.  
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.  
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
**DAVID HUMPHREY**  
**DEPT OF HOUSING & COMMUNITY**  
**DEVELOPMENT**  
**ROOM 1803**  
**100 CAMBRIDGE**  
**BOSTON, MA 02108**

4a. Article Number  
**2 539 133 118**

4b. Service Type  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
**SEP 17 1998**

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)  
**BY CMF**

6. Signature: (Addressee or Agent)  
**X**

PS Form 3811, December 1994 102585-08-B-0229 Domestic Return Receipt

ACKNOWLEDGEMENT

Please complete and Return to Oak Point.

We hereby certify that we have received and read the Rules and Regulations dated *September 10, 1998* and that we will abide by them. To the extent that our consent may be required on any of the obligations imposed by these Rules and Regulations, we freely give out consent.

Home Owner

---

x *Patricia A. Hurst*  
Signed  
x *Patricia A. Hurst*  
Print Name  
Date *12/29/00*

---

Signed

---

Print Name



A hearing will be held by the Board of Selectmen on Monday, June 16, 2014 at 8:00 PM in the Selectmen's Meeting Room at the Town Hall, located at 10 Nickerson Avenue, Middleborough, MA for the purpose of discussing application made by The Convenience Store, Inc. d/b/a Joes, for a Wine & Malt Beverages Package Goods Store Liquor license, property located at 26 High Street, Middleboro, MA, Assessors Map 50N, Lot 5961, Middleborough, MA. Anyone desiring to be heard on this matter should appear at the time and place designated.

Allin Frawley  
Leilani Dalpe  
John M. Knowlton  
Diane Stewart  
Stephen J. McKinnon  
BOARD OF SELECTMEN

Publish: June 5, 2014

APPLICATION FOR LICENSE OR LICENSING TRANSACTION  
(PLEASE TYPE OR PRINT CLEARLY)

DATE 5-12-14  
NAME OF APPLICANT JOSEPH SAYAH  
ADDRESS OF APPLICANT 75 FOREST ST ROCKLAND  
ASSESSORS MAP & LOT MAP 50N LOT 5961  
DAYTIME TELEPHONE 781-589-0869

NAME OF BUSINESS The convenience store INC / DBA JOE'S  
OWNER OF PROPERTY TO BE LICENSED AL-Prime Cherry  
ADDRESS OF PROPERTY TO BE LICENSED 26 HIGH ST MIDDLEBORO  
ASSESSORS MAP & LOT 50N LOT 5961

TYPE OF LICENSE REQUESTED (Check One)

2<sup>nd</sup> Hand \_\_\_\_\_ WRPD \_\_\_\_\_  
Class I Automobile Dealer License \_\_\_\_\_ Earth Removal Permit \_\_\_\_\_  
Class II Automobile Dealer License \_\_\_\_\_ Liquor License \_\_\_\_\_  
Class III Automobile Dealer License \_\_\_\_\_ Junk Dealer \_\_\_\_\_  
Entertainment \_\_\_\_\_ Other Bear + wine

Anticipated Start Date for Business: JULY  
Days & Hours of Operation: 8 To 11 Mon-SAT. 12 To 11 Sunday

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?  
If yes, explain:

Yes - The convenience store INC. 414 West Grove St

Signature [Signature]

DATE OF HEARING: \_\_\_\_\_

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street,  
3<sup>rd</sup> floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:

Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

Judy M. MacDonald

[Signature]

## **Jacqueline Shanley**

---

**From:** Catherine Hassett  
**Sent:** Wednesday, June 11, 2014 11:25 AM  
**To:** Jacqueline Shanley  
**Subject:** The Convenience Store

Hi Jackie,

The Middleborough Health Department does not have any concerns, objections, and/or requirements regarding a License Transfer-Beer & Wine Malt Beverages Package Store liquor license for The Convenience Store, Inc., d.b.a. Joe's, 26 High Street, Middleborough, Map 50N Lot 5961.

Thank you,

Catherine Hassett



## Town of Middleborough

Massachusetts

Board of Selectmen

### MEMORANDUM

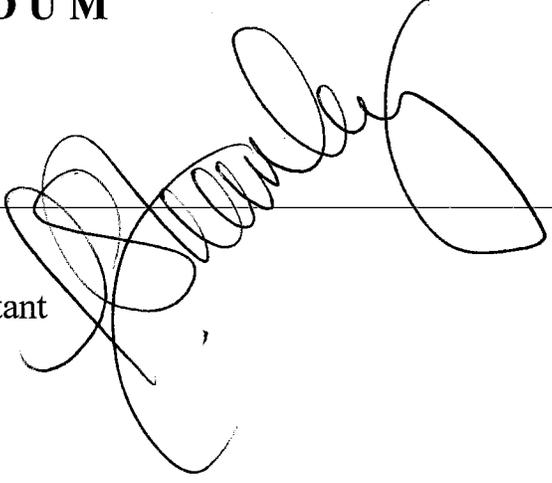
TO: Building Commissioner  
Health Officer  
Conservation Commission

---

FROM: Jackie Shanley, Executive Assistant  
to Board of Selectmen

DATE: 5/6/14

RE: **License Transfer – Beer & Wine Malt Beverages Package  
Store liquor license.  
The Convenience Store, Inc., d.b.a. Joe's  
Map 50N, Lot 5961**



Please be advised that the above referenced matter is scheduled before the Board of Selectmen on **6/16/14 at 8 PM.**

The Selectmen's office has had an unprecedented number of various applications submitted for processing in a very short amount of time. That said, it is understood that you are not being provided the usual amount of time to review.

It is appreciated if you can provide any concerns, objections, and/or requirements in approving this application **by Noon on 6/12/14.**

Thank you.

Attachments



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 P. O. BOX 3396  
 BOSTON, MA 02241-3396**

# Floor Plan + Remodel

26 High St. Middleboro, MA

