TOWN OF ROCKLAND ZONING BOARD OF APPEALS APPLICATION FOR A PUBLIC HEARING

		ION 1:
A.		We hereby apply for a public hearing before the Zoning Board for the following:
	(CII	eck all that are applicable)
		Application for Dimensional Variance Application for a Use Variance Application for a Section 6 Finding X Special Permit for Use permissible by Special Permit Appeal from a Decision of the Zoning Enforcement Officer Comprehensive Permit (Chapter 40B)
CT		ION 2.
		ION 2: swer all of the following questions that pertain to your application:
	1.	Address of the property in question: 1015 Hingham Street Rockland, MA 02370
	2	Name(s) of Owner(s) of Property:1015 Hingham Street, LLC
	3.	Owner's Address: 80 Washington St. Suite J40 Norwell, MA 02061
	4.	Name of Applicant(s): Rockland Old Exit 14, Inc. (DBA Green Rock Cannabis)
	5	Address of Applicant: 1015 Hingham Street Rockland, MA 02370
	٥.	riditoss of rippirodit.
	6.	Applicant's Phone: Home: Work:
		Cell: 617-699-3719 Fax:
		E-Mail: lallyrob@gmail.com
	7.	State the Assessor's Map # 4 and Lot # 11 of the property.
	8.	State the Zoning District in which the property is located: H-1 Industrial Park-Hotel
	9.	Rock Cannabis") seeks a Special Permit to operate and Adult Use Marijuana
		Establishment engaged in the retail sale of marijuana and marijuana products
		at 1015 Hingham Street in Rockland. Please see the attached narrative outlining
		Green Rock Cannabis's operations at the site.

	Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application: Please see the attached documentation of a variance approval from the Zoning Board of Appeals issued on July 28, 2020. Planning Board approval was awarded on August 25, 2020. Exhibit I
11.	List all applicable sections of the Zoning Bylaw that pertains to this application: Green Rock Cannabis seeks a Special Permit pursuant to Section 415-19(C)(19) and Section 415-38.5.
	If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) Not applicable.
13.	If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland: Please see the attached narrative which outlines Green Rock Cannabis's compliance with the Performance Standards of the Zoning By-Laws of Rockland.

Rockland Zoning Board Application Page 3 of 3

grounds up	appeal from a decision of the Zoning Enforcement Officer, state in detail on which you claim that the Zoning Enforcement Officer/Building
inspector s	s decision was in error. Not applicable.
Signed:	of frat, Monger 1015 HinoHuan, LLC
	1015 Hingham, LLC
Owner(s)	of Record l owners must sign
Signed:	Rob Lally Rockland Old Exit 14, Inc. by YFK with permission
_]	Rob Lally, President, Rockland Old Exit 14, Inc.
-	plicant(s) If Different from owner applicants must sign
Signed: Si	gnature of Attorney (if any)
•	March 10, 2022

Rockland Old Exit 14, Inc.

Rockland Old Exit 14, Inc. d/b/a Green Rock Cannabis (the "Company"), f/k/a Old Exit 14, Inc. seeks a Special Permit from the Rockland Zoning Board of Appeals to operate an Adult Use Marijuana Establishment engaged in the retail sale of marijuana and marijuana products at 1015 Hingham Street in Rockland (the "Property"). The Company entered into a Host Community Agreement with the town on February 15, 2022. Please see attached **Exhibit I**. The Property is located within the H-1 Industrial Park – Hotel Zoning District (the "H-1 District"). Pursuant to the Town of Rockland Zoning Bylaw § 415-19(C) (19), § 415-19(C)(17), § 415-38.4, and § 415-38.5, such a use is permissible in the H-1 District subject to a Special Permit from the Zoning Board of Appeals and Site Plan Review Approval from the Planning Board.

I. Introduction

Rockland previously granted Site Plan Approval to the landlord for this property, attached hereto as **Exhibit I** as well as a Special Permit to Cresco HHH LLC d/b/a Sunnyside for the purpose of operating an adult use retail and medical marijuana dispensary. Although Rockland Old Exit 12, Inc. has no affiliation with Cresco HHH LLC, the company will proceed with the plans they submitted. Construction was started but the build-out was not completed. The Property is located along Hingham Street directly across from Commerce Road and is a 5,008 square foot commercial building with thirty-three (33) accompanying parking spaces. Please see the enclosed Site Plans and floor plans, attached hereto as **Exhibit A**, which were designed in full compliance with the standards set by the Rockland Zoning By-law, including the Site Plan Review criteria outlined in Section 415-58 and 59.

II. Project Narrative

With a focus on safe and efficient operations, the Company has identified the Property as an ideal location at which to operate a marijuana establishment. The Property is located in an area designated by local zoning for the aforementioned use and allows for easy access for customers and employees, and will allow the parcel to be developed to its highest and best use. Additionally, the ability to direct the build out allows the Company to implement interior and exterior design features that are compliant with CCC regulations.

A. Project Exterior

Parking & Loading: Access to the Property may be obtained by a 24' driveway off Hingham Street that is buttressed by a guard rail along the street-facing perimeter of the Property. The Property features 33 parking spaces, including one accessible space, which is in excess of the 21 spaces required by the Rockland Zoning Bylaws. Ten (10) of those parking spaces are located at the adjacent office building located at 1001 Hingham Street which will be used as offsite parking for employees as needed. The company will take great care to develop and implement operational procedures to ensure that customer visits are short and will not result in congestion within the parking lot or store.

The parking lot also includes a 10'x25' loading zone adjacent to a dumpster pad which can be secured in accordance with Cannabis Control Commission security preferences to ensure the highest level of safety during the unloading of product deliveries to the site.

Signage and Lighting: As demonstrated in the enclosed signage plan attached hereto as **Exhibit C**, facility signage will be discreet and utilized for wayfinding only. The Company will not utilize signs or printed materials advertising marijuana products or any logo or symbols with images of marijuana. Exterior lighting will be downcast, dark-sky compliant fixtures that are affixed to the building and intended to illuminate the parking lot to ensure the safety of customers and employees leaving the facility during evening hours.

Facility Access: In accordance with best practices to prevent diversion, customers will enter and exit the facility from two separate vestibules along the north side of the building. Both the entry and exit of the facility are designed as secured vestibules, ensuring that no individual is able to gain immediate access to the customer floor by requiring customers to walk through a series of doorways. A secured receiving area will be utilized exclusively for the loading of marijuana and marijuana products within the facility.

B. Project Interior

Customers will only have access to designated portions of the facility, including (1) a secure entry vestibule in which customers must demonstrate proof that they have the appropriate credentials to enter the facility; (2) a general sales floor with point-of-sale terminals; (3) customer restrooms; and (4) a secured exit vestibule. The secure entry vestibule and general sales floor are large to ensure the facility can accommodate all customers seeking entry to the facility to prevent exterior queuing.

The rest of the facility will only be accessible to staff on a tiered basis and includes (1) a staff break room; (2) an office; (3) a janitorial closet; (4) an information technology room; (5) the security check-in room; (6) a security room; (7) a product fulfillment room; (8) a secured vault; (9) a receiving area; (10) a sprinkler room; and (11) an electric room

C. Facility Operations

In accordance with Cannabis Control Commission regulations, access to the facility is limited to individuals that are 21 years of age or older that can demonstrate valid government-issued identification. Upon a customer's entry into the premises, an agent will immediately inspect the customer's proof of identification and determine the individual's age. Failing this confirmation, an individual will be required to leave the facility utilizing the same door through which they entered. Once inside the sales area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an agent. Once a customer has selected a product for purchase, an agent will collect the chosen items from the designated product storage area. An agent will then scan each product barcode into the point of sale system. Upon checkout, customers will be required to confirm their identities and age a second time. Per M.G.L. c. 94G § 7, adult use sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. In the event an agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. Customers will promptly exit the facility utilizing the secured exit vestibule leading back to the parking lot.

The maximum capacity of the facility is 64. The Company will prevent against exceeding the maximum capacity of the facility by designating an intake employee to monitor facility counts at any given time. The Company will utilize a fully integrated online shopping portal that allows consumers and patients to pre-order, further easing the pickup process in-store. Upon arrival the store, each consumer or patient must check-in and they are assigned a point-of-sale station inside. This further allows the company to manage capacity at any given point in time in the store. 18 employees will work at the facility on any given day, with a maximum shift capacity of 14. The Company proposes hours of operation of 8 AM – 10 PM on Monday– Saturday and 8AM – 8 PM on Sundays. The Company will close on Thanskgiving and Christmas.

III. Property Operations

A. Trash

All waste containing marijuana or marijuana products will be stored securely within the Company's vault and disposed of according to Commission regulations.

Waste that does not contain marijuana will be stored in the dumpster to the rear of the building and picked up weekly by a commercial trash vendor.

B. Snow Removal

As routlined removal enclosed Site Plans the Property of a ture of the Property of the Property of a ture of the Property of the Property of ture of the Property of ture of the Property of ture of the Property of the Property of ture of tur

C. Loading

Product deliveries will occur between two to three times each week in unmarked transport vans. Pursuant to 935 CMR 500.105, there will be no advertising, markings, or branding indicating that the vehicle is being used to transport marijuana. Routes and times used for the transportation of marijuana and marijuana products are randomized. Marijuana and marijuana products will be transported in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. At least two agents will staff vehicles transporting marijuana. One agent will remain in the vehicle at all times, and the other will be accompanied by a staff member into the facility and through the receiving area. Within eight hours after arrival, the Company will weigh, inventory, and account for, on video, all marijuana and marijuana products received. An armored car service will pick up monetary instruments as needed each week.

D. Traffic and Parking

With 23 parking spaces located on-site and an additional 10 off-site parking spaces for staff, the Company respectfully submits that there is ample parking to accommodate its projected customers. The company will take great care to develop, implement, and refine operational procedures that ensure that customer visits are short and will not result in congestion within the parking lot or the store. Operational procedures will be continually evaluated and adjusted as necessary to ensure optimal function of the facility. Please see the Traffic Impact Statement affixed as **Exhibit D**. The Company respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

The Company recognizes the critical importance of operational planning and collaboration with the Town to ensure that its fledgling months of operation do not pose a nuisance to the surrounding community. As such, the Company has generally adopted Sunnyside's Opening Day plan, previously approved by Rockland. Please see the Company's proposed Opening Day Plan, attached hereto as **Exhibit E**.

IV. Compliance with Rockland Zoning Bylaw Section § 415-38.5 (Adult Use Marijuana)

A. Section § 415-38.5(C) – General Requirements

- (1) All marijuana establishments shall be contained within a secure building or structure. The Company's proposed ME is contained within a secure building.
- (2) The hours of operation of marijuana establishments shall be set by the Zoning Board. The Company defers to the Zoning Board of Appeals as to the appropriate hours of operation for this facility, but respectfully requests 8 AM 10 PM, Monday-Saturday, 8 AM 8PM, Sunday, closed Thanksgiving and Christmas.
- (3) No marijuana establishments shall be located within 300 feet of a property boundary line of any lot in use as a private or public school, college, licensed day-care facility, library, park, playground, recreational or athletic fields or facility or similar place where children typically congregate.

The Property is adequately buffered from nearby uses and is not located within 300 feet of a private or public school, college, licensed day-care facility, library, park, playground, recreational or athletic fields or facility or similar place where children typically congregate. Please see the enclosed abutters list provided by the Town of Rockland and the report from Theodhosi and Michael attached hereto as **Exhibit H**.

- (4) No smoking, burning or consumption of any product containing marijuana or marijuana-related products shall be permitted on the premises.

 The Company strictly prohibits the consumption of marijuana or marijuana products on its premises.
- (5) Marijuana establishments shall not be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a car, van, truck, trailer cargo container.

The Company's proposed ME is not located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a car, van, truck, trailer cargo container.

(6) Marijuana establishments shall not have drive-through service. The Company does not propose drive-through service at its ME.

(7) No signage shall be permitted that contain designs or symbols that depict or display in any way marijuana products, equipment or plants, or other similar materials.

As demonstrated on the sign plans enclosed hereto as **Exhibit C**, no signage will contain designs or symbols that depict or display in any way marijuana products, equipment or plants, or other similar materials.

(8) No outside displays or storage of marijuana, related supplies or promotional materials are allowed.

The Company will not feature outside displays or storage of marijuana, related supplies, or promotional materials.

(9) All marijuana establishments shall be ventilated in such a manner that no: (a) Pesticides, insecticides, or other chemicals or products used in cultivation or processing are dispersed into the outside atmosphere; (b) Odor from marijuana cannot be detected by a person with a normal sense of smell at the exterior of the building.

The Company does not intend to utilize the building for cultivation or processing. Please see the enclosed Odor Control Plan, attached hereto as **Exhibit F**.

B. Section § 415-38.5(D)(5) – Special Permit Requirements

(a) Name and address with contact phone number and e-mail of owner/applicant of the facility. Rockland Old Exit 14, Inc.

Rob Lally 38 Rice Street Wellesley, MA 02481 (617)699-3719 Lallyrob@gmail.com

(b) Copies of all approved required licenses and permits (to said same owner of the facility) by the Commonwealth of Massachusetts Cannabis Control Commission and any of its other agencies for the facility.

The Company will provide a copy of all required licenses and permits issued by the Cannabis Control Commission upon receipt.

(c) Evidence of the applicant's right to use the site as a marijuana establishment by means of a purchase and sales agreement, deed, owner's authorization or lease.

Please see the enclosed Lease, attached hereto as Exhibit B.

(d) Proposed security measures for the non-medical marijuana establishments including; lighting, fencing, gates, alarms, surveillance cameras etc., to ensure the safety of persons and products from theft.

A letter from the Rockland Police Chief, or designee, acknowledging review and approval of the recreational marijuana retailer facility and its security is required.

Please see the enclosed letter from the Rockland Police Chief acknowledging review and approval of the Company's security plan, attached hereto as **Exhibit G**.

(e) All application requirements for Site Plan approval as specified in §§ 415-58 and 415-59 unless waived by the Planning Board.

The enclosed Site Plan was designed to comply with the requirements set forth for Site Plan Approval.

(f) Provide the Police Department with the names, phone numbers and e-mail addresses of al management staff and keyholders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or keyholders.

The Company will provide the Police Department with the names, phone numbers, and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or keyholders.

C. Section § 415-38.5(E)– Findings

- (1) The establishment is designed to minimize any adverse impacts on abutters and other parties of interest, as defined in M.G.L. c. 40A,§11.
 - The Company has demonstrated that it has taken great care to minimize any adverse impacts on abutters and parties of interest through thoughtful site design and the implementation of comprehensive standard operating procedures, including:
 - The construction of a state-of-the-art facility from the ground up that has been specifically designed to accommodate best practices for ME uses, including separate customer entry and exit points, a secure loading area, ample parking, and thoughtful signage, lighting, and landscaping;
 - Leasing an additional 10 parking spaces for employee use at an abutting site to protect against congestion at the site;
 - The proposal of an Opening Day Plan which contemplates numerous traffic mitigation measures including appointment only operations, parking lot attendants, and phased stages of opening;
 - The proposal of an Odor Control Plan that relies on prepackaged materials and odor control technologies to protect against odor escape from the vault;
 - Nuanced signage, exterior design, and screening to maintain a respectful streetscape façade; and
 - A thorough security plan that has been approved by the Rockland Chief of Police.
 - The selection of a Property within the H-1 Zone which has been identified as an appropriate zone for ME uses and is not within 300 feet of any offending buffer uses.

- (2) The establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state and local laws and regulations.

 The Company's President Rob Lally has over ten years of cannabis experience in Massachusetts and other states, permitting and opening 300,000sf of marijuana retail, cultivation and production. He founded Cultivate in 2017, and opened one of the first vertically integrated medical marijuana facilities in Massachusetts. He then opened the first adult use ME in the state as well as two other adult use marijuana establishments. The co-owner, Greg Donoghue, not only has three years of cannabis experience but also extensive retail business experience, working for the majority of career as COO of Tedeschi Food Shops. Their considerable cannabis and business experience will inform not only the Company's submission of an application to the Cannabis Control Commission but also the ability to successfully secure the licenses and permits necessary to run a compliant, successful marijuana establishment.
- (3) The applicant has satisfied all of the conditions, findings and requirements set forth herein.

 The Company respectfully submits that it has satisfied all of the conditions,
 findings and requirements set forth herein, and will make additional information available to
 the Zoning Board of Appeals upon request.

V. Compliance with Rockland Zoning Bylaw Section § 415-79(A) – Standard Conditions

A. Section § 415-79(A) – Standard Conditions

With the exception of single- or two-family residential uses, any use permitted by right or by special permit in any district shall be conducted so as to protect the adjoining premises against detrimental or offensive uses on the site, including:

- (1) By compliance with all dimensional requirements set forth in this Zoning Bylaw. Please see the enclosed Site Plans demonstrating compliance with all dimensional requirements set forth in the Zoning Bylaw.
- (2) By providing adequate landscaping, including the screening of adjacent residential uses, street trees, landscape islands in the parking lot and a landscaped buffer along the street frontage.

As demonstrated in the enclosed Site Plans, the proposed Property layout incorporates extensive landscaping including landscaped islands in the parking lot and landscaped buffers along the street frontage. There are no residential uses adjacent to the site.

(3) By providing for the convenience and safety of vehicular and pedestrian movement within the site, and in relation to adjacent streets, property, or improvements, including compliance with other provisions of this Zoning Bylaw where required.

With 23 parking spaces located on-site and an additional 10 offsite parking spaces for staff, the Company respectfully submits that there is ample parking to accommodate its projected customers. The company will take great care to develop, implement, and refine

operational procedures that ensure that customer visits are short and will not result in congestion within the parking lot or the store. Operational procedures will be continually evaluated and adjusted as necessary to ensure optimal function of the facility. Please see the Traffic Impact Statement affixed as **Exhibit D**. The Company respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a serious hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

(4)By providing for adequate methods of disposal for sewage, refuse and other wastes resulting from the uses permitted or permissible on the site.

All waste containing marijuana or marijuana products will be stored securely within the Company's vault. Product waste will be destroyed in compliance with all regulations set forth by the Cannabis Control Commission.

Waste that does not contain marijuana will be stored in the dumpster to the rear of the building and picked up weekly by a commercial trash vendor.

The enclosed Site Plan demonstrates adequate methods for the disposal of sewage on-site.

(5)By providing an adequate stormwater drainage system within and/or adjacent to the site to manage all increased runoff resulting from the development on site.

The enclosed Site Plan demonstrates an adequate stormwater drainage system to manage all increased runoff resulting from the development on site.

(6) By providing an adequate soil erosion plan and any plan for protection of steep slopes, both during and after construction.

The enclosed Site Plan demonstrates an adequate plan to protect against soil erosion.

- (7) By providing adequate space for the off-street loading and unloading of vehicles, goods, products, materials, and equipment incidental to the normal operation of the establishment. The parking lot includes a 10'x25' loading zone adjacent to a dumpster pad which can be secured in accordance with Cannabis Control Commission security preferences to ensure the highest level of safety during the unloading of product deliveries to the site.
- (8) By providing adequate site lighting whether interior or exterior, and all intense light emanating from operations or equipment shall be shielded from direct view at normal eye level from adjacent properties.

Exterior lighting will be downcast, dark-sky compliant fixtures that are affixed to the building and intended to illuminate the parking lot to ensure the safety of customers and employees leaving the facility during evening hours. Sunnyside's exterior security cameras utilize infrared capabilities and do not require external sources of light to operate effectively.

(9) By minimizing any material or significant adverse impacts on steep slopes, floodplains, scenic views, grade changes and wetlands.

The proposal will not have an impact on the above-mentioned items.

(10) By requiring all permits issued under this Zoning Bylaw be conditioned upon receipt of all other required permits including Board of Health, Conservation Commission, Planning Board, etc. prior to the commencement of any use.

The Company is amenable to this condition.





LEASE dated MANCH 15, 2022 (to be completed by Landlord)

ARTICLE I

REFERENCE DATA

1.1 Subjects Referred To

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article:

LANDLORD:

1015 Hingham, LLC

MANAGING AGENT:

Rader Properties, Inc.

LANDLORD'S ADDRESS:

c/o Rader Properties, Inc. 80 Washington Street, J-40

Norwell, MA 02061

TENANT:

Rockland Old Exit 14, Inc.

TENANT'S ADDRESS

(for Notice & Billing):

1015 Hingham Street

Rockland, MA 02370

BUILDING ADDRESS:

1015 Hingham Street

Rockland, MA 02370

TENANT PLAN

DELIVERY DATE:

Not applicable

SCHEDULED TERM

COMMENCEMENT DATE:

January 1, 2022

RENTABLE FLOOR AREA

TENANT'S SPACE:

5,008 Square Feet, approximately

TOTAL RENTABLE FLOOR

AREA OF THE BUILDING:

5,008 Square Feet, approximately

TENANT'S PRO RATA SHARE

OF OPERATING COSTS AND

REAL ESTATE TAXES:

100%

APPROXIMATE TERM:

Ten (10) Years

ANNUAL BASE RENT:

		Monthly	Total	
	Monthly	Additional	Monthly	Annual
Period	Base Rent	Parking Rent	Base Rent	Base Rent
01/01/22 - 12/31/22				
01/01/23 - 12/31/23				
01/01/24 - 12/31/24				
01/01/25 - 12/31/25		3		
01/01/26 - 12/31/26	-			
01/01/27 - 12/31/27		· · · · · · · · · · · · · · · · · · ·		
01/01/28 - 12/31/28				
01/01/29 - 12/31/29				
01/01/30 - 12/31/30				
01/01/31 - 12/31/31				

Landlord is authorized to collect from Tenant hereunder which is not included in Annual Base Rent.

SECURITY DEPOSIT:



PERMITTED USES: The Premises shall be used for the operation of an adult use marijuana establishment (as that term is defined in 935 C.M.R. 500.002). Notwithstanding anything contained in this Lease to the contrary, there shall be no smoking or consumption of any product within the Premises or on the Property.

PUBLIC LIABILITY INSURANCE:

BODILY INJURY: PROPERTY DAMAGE:



1.2 Exhibits. These are incorporated as a part of this Lease:

EXHIBIT A---Site Plan

EXHIBIT A-1---Additional Parking

EXHIBIT B---Tenant's Floor Plan

EXHIBIT C---Tenant Improvements

EXHIBIT D---Not Applicable

EXHIBIT E---Rider

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ARTICLE II

PREMISES, TERM AND RENT

- 2.1 <u>The Premises</u>: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, Tenant's Space consisting of the Building, excluding exterior faces of exterior walls of the Building, along with the exclusive right to use the parking area located on the Lot hereinafter referred to as the "Premises." The term along with "Building" means the building erected on the Lot, and the term "Lot" means all, and also any part of, the land owned by the Landlord on which the Building is located plus any additions thereto resulting from the change of any abutting street line. "Property" means the Building and Lot.
- 2.2 Intentionally Deleted.
- 2.3 <u>Landlord's Reservations</u>: Landlord reserves the right from time to time, **upon no less than one (1) full business day's prior notice to Tenant and** without unreasonable interference with Tenant's use: (a) to install, use, maintain, repair, replace and relocate for service to the Premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises or Building, and (b) to alter or relocate any other common facility (including parking areas), provided that substitutions are substantially equivalent or better.
- 2.4 <u>Term</u>: Tenant shall have and hold the Premises for a period commencing on **January 1**, **2022 the "Commencement Date"**, and continuing until December 31, 2031, the "Expiration Date" unless sooner terminated as provided in Section 6.1 or Article VII.
- 2.5 <u>Monthly Rent Payments</u>: Tenant agrees to pay rent to Landlord without any offset or reduction whatsoever equal to 1/12th of the Annual Base Rent plus 1/12 of Landlord's reasonable estimate of Tenant's proportionate share of Landlord's Operating Costs in equal installments in advance on the first day of each calendar month included in the Term; and for any portion of the calendar month at the beginning or end of the Term, at the proportionate rate payable for such portion, in advance. The first and last installments of Monthly Rent shall be due upon execution of the Lease.
- 2.6 No Termination, Abatement, Offsets, Etc.: Except as otherwise specifically provided in this Lease, Tenant, to the maximum extent permitted by law, shall remain bound by this Lease in accordance with its terms and shall neither take any action without the consent of Landlord to modify, surrender or terminate the same, nor seek to be entitled to any abatement, deduction, deferment or reduction of the Annual Base Rent or Additional Rent, or set-off against any Rent hereunder. The obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and all Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease.
- 2.7 <u>Net Lease</u>: It is understood and agreed that this Lease is an absolute net lease so that the Annual Base Rent paid by Tenant to Landlord is entirely net to Landlord and Landlord shall not be required to incur any costs or expenses of any kind with respect to the Premises, Building and/or Property during the Term.

- 2.8 <u>Real Estate and Other Taxes</u>: From and after the Commencement Date, during the Term or any portion thereof, Tenant shall pay to Landlord in monthly increments, as Additional Rent, Tenant's Pro-Rata Share of Real Estate Taxes for the Property, as hereinafter defined, in accordance with this Section 2.8 and Tenant shall also pay directly to the taxing authority all taxes relating to any of Tenant's personal property or equipment on the Property. The terms used in this Section 2.8 are defined as follows:
- (i) "Tax Year" means the 12-month period beginning July 1 each year or if the appropriate governmental tax fiscal period shall begin on any date other than July 1, such other date.
- (ii) "Real Estate Taxes" means all taxes, special taxes and special assessments of every kind and nature assessed by any governmental authority on the Property during the Term of this Lease, reduced by any abatement receipts with respect to any Tax Year. The amount of special taxes or special assessments to be included shall be limited to the amount of the installment (plus any interest thereon) of such special tax or special assessment (which shall be payable over the longest period permitted by law) required to be paid during the Tax Year in respect of which such taxes are being determined and for any Tax Year at the beginning or end of the Term which is not wholly included within the Term of this Lease, the amount of Real Estate Taxes owed by Tenant for such partial Tax Year shall be prorated. There shall be excluded from such taxes any income, estate, succession, inheritance, excess profit, franchise and transfer taxes assessed against Landlord; provided, however, that if at any time during the Term the present system of taxation of real property shall be changed so that in lieu of all or any portion of such real property tax, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Property, or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so based and to the extent that such gross rents are the sole rents of Landlord received with respect to the Premises, shall be deemed to be included within the term "Real Estate Taxes".
- (a) Payments by Tenant on account of Real Estate Taxes shall be paid monthly by Tenant along with payment of Base Rent.
- (b) Tenant shall have the right to contest or seek a reduction or abatement of Real Estate Taxes, provided that Tenant shall continue to pay all Real Estate Taxes as required hereunder until such time as an abatement or reduction is granted. Tenant shall not have the right to seek reimbursement from Landlord or reduce or offset its obligation to pay annual Base Rent for any out-of-pocket expenses, including, without limitation, attorneys' and experts' fees and costs, incurred by Tenant in connection with any attempted reduction or abatement of Real Estate Taxes. If Landlord incurs any out-of-pocket expenses in connection with an attempted abatement or reduction in Real Estate Taxes, Tenant shall reimburse Landlord for such expenses immediately upon notice therefor. Landlord shall cooperate with Tenant, at no cost to Landlord, in any abatement filing.

2.9 <u>Adjustment for Operating Expenses</u>: From and after the Commencement Date, during the Term or any portion thereof, Tenant shall pay to Landlord in monthly increments, as Additional Rent, Tenant's Pro Rata Share of Landlord's Operating Costs for the Property.

As soon as practicable after the end of each Fiscal Year ending during the Term and after Lease termination, Landlord shall render a statement ("Landlord's Statement") in reasonable detail and according to usual accounting practices certified by Landlord and showing Landlord's Operating Costs, excluding the interest and amortization on mortgages for the Building and Lot or leasehold interests therein and the cost of special services rendered to tenants (including Tenant) for which a special charge is made; but including without limitation premiums for hazard and casualty insurance covering 100% replacement cost value of the Building; all common area utility charges which are not billed directly to tenants by Landlord or the utility; payments to independent contractors under service contracts for cleaning, operating, managing, maintaining and repairing the Building and Lot (which payments may be to affiliates of Landlord provided the same are at reasonable rates); the cost of replacement for tools, and other similar equipment used in the repair. maintenance, cleaning, and protection of the Property; a management fee not to exceed five percent (5%) of the gross rents collected for the Premises; amounts incurred for legal and professional fees relating to the Property, excluding fees for securing or renewing leases; and all other reasonable and necessary expenses paid in connection with the cleaning, operating, managing, maintaining and repairing of the Building and Lot, or either, in accordance with the terms of this Lease the "Landlord's Operating Costs".

Landlord's Statement shall show any amounts still owed by Tenant for Operating Expenses for said Fiscal Year which amount shall be due from Tenant within ten (10) days of its receipt of Landlord's Statement or any excess amount paid by Tenant towards Landlord's Operating Costs for said Fiscal Year in which case said excess will be credited towards Tenant's payments due for the subsequent Fiscal Year in the next month's rent due.

- 2.10 Accounting Periods: Landlord shall have the right from time to time to change the periods of accounting under Section 2.9 to any annual period other than a fiscal year, and upon any such change all items referred to in this Section 2.9 shall be appropriately apportioned. In all Landlord's Statements rendered under this Section 2.9, amounts for periods partially within and partially without the accounting periods shall be appropriately apportioned, any items which are not determinable at the time of a Landlord's Statement shall be included therein on the basis of Landlord's reasonable estimate, and with respect thereto Landlord shall render promptly after determination of a supplemental Landlord's Statement, and appropriate adjustment shall be made according thereto. All Landlord's Statements shall be prepared on an accrual basis of accounting.
- 2.11 <u>Interest on Late Payments</u>: All payments of Annual Base Rent and Additional Rent shall be made to the Managing Agent, or to such other person as Landlord may from time to time designate. If any installment of Annual Base Rent or Additional Rent or on account of leasehold improvements is paid more than 5 days after the due date thereof, at Landlord's election, it shall bear interest at a rate equal to the prime commercial rate from time to time established by Citizens Bank of Massachusetts plus 4% per annum from such due date, which interest shall be immediately due and payable as further Additional Rent. An administrative fee of \$300 shall also

be paid by Tenant to Landlord for each payment of Monthly Rent paid more than five (5) days after the due date.

ARTICLE III

CONSTRUCTION

- 3.1 Intentionally Deleted.
- 3.2 Intentionally Deleted.
- Alterations and Additions: This Section 3.3 shall apply before and during the Term. Tenant shall not make any structural alterations or additions to the Premises or Building. Tenant shall not make any other alterations and additions to the Premises except in accordance with plans and specifications therefore first reasonably approved by Landlord. Said approval shall not be unreasonably conditioned, delayed or withheld. Landlord shall not be deemed unreasonable for withholding approval of any alterations or additions which (a) involve or might affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility serving any area of the Building outside the Premises (excluding signage), or (b) will delay completion of the Premises or Building, or (c) will require unusual expense to readapt the Premises to normal office/retail use on Lease termination or increase the cost of construction or of insurance or taxes on the Building or of the services called for by Section 4.1 unless Tenant first gives assurance acceptable to Landlord for payment of such increased cost and that such readaptation will be made prior to such termination without expense to Landlord. All alterations and additions shall be part of the Building unless and until Landlord shall specify the same for removal pursuant to Section 5.2. All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by or for Landlord and in such manner as to maintain harmonious labor relations and not to damage the Building or Lot or interfere with Building construction or operation and, except for installation of furnishings, shall be performed by Landlord's general contractor or by contractors or workmen first reasonably approved by Landlord. Except for work by Landlord's general contractor, Tenant before its work is started shall: secure all licenses and permits necessary therefore; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them and security satisfactory to Landlord protecting Landlord against liens arising out of the furnishing of such labor and material; and cause each contractor to carry workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than \$2,000,000 per occurrence, and property damage insurance with limits of not less than \$1,000,000 (all such insurance to be written in companies approved reasonably by Landlord and insuring Landlord and Tenant as well as the contractors), and to deliver to Landlord certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises and immediately to discharge any such liens which may so attach. Tenant shall pay, as Additional Rent, 100% of any

increase in real estate taxes, on the Building which shall, at any time after commencement of the Term, result from any alteration, addition or improvement to the Premises made by Tenant.

ARTICLE IV

LANDLORD'S COVENANTS; INTERRUPTIONS AND DELAYS

4.1 Landlord's Covenants: Landlord covenants:

- 4.1.1 <u>Structural Repairs</u>: to maintain the concrete foundation and steel structure of the Building and the sewer and electric lines leading up to the exterior of the Building only in good working order and repair, reasonable wear and tear, damage by fire and other casualty only excepted. Further, if such maintenance or repair is required due to the act or negligence of Tenant or its agents, contractors or employees, then Tenant, at its sole cost, shall be responsible for such maintenance or repair.
- 4.1.2 <u>Quiet Enjoyment</u>: that Tenant on paying the rent and performing the Tenant obligations in this Lease shall peacefully and quietly have, hold and enjoy the Premises, subject to all the terms and provisions hereof.
- 4.2 <u>Interruptions and Delays in Services and Repairs, Etc.</u>: Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Building however the necessity may occur **provided any such access is made in accordance with Applicable Laws.** In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided herein, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

Landlord reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs Landlord will give Tenant reasonably advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE V

TENANT'S COVENANTS

Tenant covenants during the Term and such further time as Tenant occupies any part of the Property:

- 5.1 <u>Payments</u>: To pay when due all Annual Base Rent and Additional Rent and all charges for additional services rendered pursuant to this Lease.
- Section 4.1.1, to keep the Premises in good order, repair and free of litter refuse, reasonable wear and tear, fire and casualty only excepted, and make any and all repairs and replacements thereto as and when required, ordinary or extraordinary, foreseeable or unforeseeable and at the expiration or termination of this Lease peaceably yield up the Premises and all alterations and additions thereto in good order, repair and condition, reasonable wear and tear, fire and casualty excepted, first removing all goods and effects of Tenant and, to the extent specified by Landlord by notice to Tenant given at least **thirty** (30) days before such expiration or termination, all alterations and additions made by Tenant and all partitions, and repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat.
- 5.3 <u>Use</u>: **To** use and occupy the Premises for the Permitted Uses, and not to injure or deface the Premises, Building or Lot, nor to permit in the Premises any auction sale, or inflammable fluids or chemicals, or nuisance, or the emission from the Premises of any objectionable noise or odor, nor to use or devote the Premises or any part thereof for any purpose other than the Permitted Uses, nor any use thereof which is inconsistent with the maintenance of the Building as an office/retail building of the first class in the quality of its maintenance, use and occupancy, or which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building.
- 5.4 Removal of Snow and Ice: Removal of snow and ice from the sidewalks, driveways and parking lot areas serving the Premises shall be the responsibility of the Tenant. The snow removal from the parking areas and driveways serving Tenant's additional parking shown on Exhibit A-1 shall be the responsibility of the landlord of 1001 Hingham Street.
- 5.5 Obstructions; Items Visible From Exterior; Rules and Regulations: Not to obstruct in any manner any portion of the Building not hereby leased or any portion thereof or of the Lot used by Tenant in common with others; not without prior consent of Landlord **not to be unreasonably withheld** to permit the painting or placing of any signs on doors or any signs, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, visible from outside the Premises; and to comply with all reasonable Rules and Regulations now or hereafter made by Landlord, for the care and use of the Building and Lot and their facilities and approaches, including without limitation the Rules and Regulations set forth in Exhibit F hereto.
- 5.6 <u>Safety Appliances</u>; <u>Licenses</u>: To keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of **the Permitted Use** made by Tenant and to procure all licenses and permits so required because of such use and, if requested by Landlord, to do any work so required to be in compliance with any such law, ordinance or other regulation because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Uses.

- Assignment; Sublease: Not without prior consent of Landlord, which shall not be unreasonably withheld, to assign, mortgage, pledge or otherwise transfer this Lease or to make any sublease, or to permit occupancy of the Premises or any part thereof by anyone other than Tenant; any assignment or sublease made without such consent shall be void; as Additional Rent, Tenant shall reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting; no assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee); and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. In the event that any assignee or subtenant pays to Tenant any amounts in excess of the Annual Rent and Additional Rent then payable hereunder, or pro rata portion thereof on a square footage basis for any portion of the Premises, Tenant shall promptly pay said excess to Landlord as and when received by Tenant. If Tenant requests Landlord's consent to assign this Lease or sublet more than 25% of the Premises, Landlord shall have the option, exercisable by written notice to Tenant given within 10 days after receipt of such request, to terminate this Lease as of a date specified in such notice which shall be not less than 30 or more than 60 days after the date of such notice. Notwithstanding the foregoing, Tenant may, without consent but with prior written notice, assign or sublet all of the Premises to any entity (i) controlled by, controlling, or under common control with Tenant, or (ii) any entity into which Tenant is merged or consolidated, or (ii) any entity that purchases substantially all of the stock, membership interests or assets of Tenant (each a "Permitted Transferee").
- 5.8 Indemnity; Insurance: To defend with counsel reasonably approved by Landlord, save harmless, and indemnify Landlord from any liability for injury, illness, loss, accident, death or damage to any person or property, and from any third party claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees), (i) arising from (a) the omission, fault, willful act, negligence or other misconduct of Tenant or (b) from any use made or thing done or occurring on the Premises not due to the willful misconduct of Landlord, or (ii) resulting from the failure of Tenant to perform and discharge its covenants and obligations under this Lease, and to maintain in responsible companies qualified to do business, and in good standing, in Massachusetts public liability insurance covering the Premises insuring Landlord as well as Tenant with limits which shall, at the commencement of the Term, be at least equal to those stated in Section 1.1 and from time to time during the Term shall be for such higher limits, if any, as are customarily carried in Boston with respect to similar properties, and workmen's compensation insurance with statutory limits covering all of Tenant's employees working in the Premises, and to deposit promptly with Landlord certifications for such insurance naming Landlord and Landlord's Managing Agent as additional insureds and all renewals thereof, bearing the endorsement that the policies will not be cancelled or amended until after fifteen (15) days written notice to Landlord.
- 5.9 <u>Personal Property at Tenant's Risk</u>: That all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant may be on the risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the

leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Landlord.

- 5.10 Right of Entry: To permit Landlord and its agents: upon reasonable prior notice to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or replacements Landlord may deem necessary; to remove, at Tenant's expense after written notice, any alterations, additions, signs, flagpoles, or the like not consented to in writing; and to show the Premises to prospective tenants during the twelve (12) months preceding expiration of the Term and to prospective purchasers and mortgagees at all reasonable times upon reasonable prior notice. Notwithstanding any other provision of this Lease, any entry by Lessor on or within the Premises shall be subject to all Applicable Laws governing the operation of a Marijuana Establishment, specifically including the requirements of 935 C.M.R. 500.110(4) with respect to Visitors obtaining access to Limited Access Areas, as those terms are defined therein.
- 5.11 Floor Load; Prevention of Vibration and Noise: Not to place a load upon the Premises exceeding a rate of 125 pounds of live load per square foot. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure shall be so installed, maintained and used by Tenant as to minimize to the maximum extent possible such vibration and noise.
- 5.12 <u>Security</u>: To comply with all such reasonable measures as Landlord may deem advisable for the security of the Building and its occupants, including, without limitation, the evacuation of the Building for cause, suspected cause, or for drill purposes, under such reasonable regulations as Landlord may prescribe from time to time.
- 5.13 <u>Personal Property Taxes</u>: To pay promptly when due all taxes which may be imposed upon personal property (including, without limitation, fixtures and equipment) in the Premises to whomever assessed.

5.14 Intentionally Deleted.

- 5.15 Tenant Holdover: To pay to Landlord one hundred fifty percent (150%) of the total of the Annual Base Rent then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and also to pay all damages sustained by Landlord on account thereof; the provisions of this subsection shall not operate as a waiver by Landlord on the right of re-entry provided in this Lease; at the option of Landlord exercised by a written notice given to Tenant while such holding over continues, such holding over shall constitute an extension of this Lease on a month to month basis.
- 5.16 <u>Hazardous Wastes</u>: Not to use any portion of the Premises, Building or Lot for the use, generation, treatment, storage or disposal of "oil", "hazardous material", "hazardous waste", or "hazardous substances" (collectively, the "Materials"), as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. S9601 <u>et seq.</u>, as amended, the Resource Conservation and Recovery act of 1976, 42 U.S.C. S6901 <u>et seq.</u>, as amended, and the regulations promulgated thereunder, and all applicable state and local laws,

rules and regulations, including, without limitation, Massachusetts General Laws, Chapters 21C and 21E (the "Superfund and Hazardous Waste Laws"), or remove any Materials from the Property without the express written prior consent of Landlord and, if required, its mortgagees, and then only to the extent that the presence or removal of the Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approvals by the Landlord or its mortgagees but specifically excluding any minimal quantities of Materials that are used in the ordinary course of the Permitted Use, including standard office and retail cleaning materials. Tenant shall promptly provide Landlord with copies of all notices received by it, including, without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in or about the Property or removal of Materials from the Property. In the event of any release caused by Tenant or its agents, contractors, employees or invitees of Material as defined in the Superfund and Hazardous Waste Laws, Tenant shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the Landlord harmless from and against all loss, costs, liability and damage, including attorneys' fees and the cost of litigation, arising from the presence or release of any Materials in or on the Premises caused by Tenant or its agents, contractors, employees or invitees or removal of Materials from the Property by Tenant or its agents, contractors, employees or invitees. Tenant shall have no liability for any pre-existing Materials or conditions located on the Property as of the Commencement Date. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

5.17 <u>Annual Financial Statements</u>: **Upon written request, no more than once per year,** Tenant shall be required to provide Landlord with copies of its annual financial statements. If Tenant obtains audited financial statements, it shall provide these audited statements.

ARTICLE VI

CASUALTY AND TAKING

6.1 Termination or Restoration; Rent Adjustment: In case during the Term all or any substantial part of the Premises or the Building or the Lot are damaged materially by fire or other casualty or by action of public or other authority in consequence thereof, or are taken by eminent domain or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at Landlord's election, which may be made notwithstanding Landlord's entire interest may have been divested, by notice given to Tenant within ninety (90) days after such event, specifying the effective date of termination. The effective date of termination specified by Landlord shall not be less than thirty (30) nor more than sixty (60) days after the date of notice of such termination. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect following any such damage or taking, subject, however, to the following provisions. If this Lease is not so terminated, Landlord shall use due diligence (following the expiration of the period in which Landlord may terminate this Lease pursuant to the foregoing provisions of this Section 6.1) to put the Premises, or in case of taking what may remain thereof (excluding in case of both casualty and taking any items installed or paid for by Tenant which Tenant may be required to remove pursuant to Section 5.2), into

proper condition for use and occupation and a just proportion of the Annual Base Rent and Additional Rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been put by Landlord in such condition; and in case of a taking which permanently reduces the area of the Premises, a just proportion of the Annual Base Rent and Additional Rent shall be abated for the remainder of the Term.

- 6.2 Eminent Domain Damages Reserved: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises and Building and Lot and the leasehold hereby created, or any one or more of them, occurring by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards except for awards made specifically for leasehold improvements paid for by Tenant and/or Tenant's personal property, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.
- 6.3 <u>Temporary Taking</u>: In the event of any taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Section 5.2 to yield up the Premises and upon such payment shall be excused from such obligations.

ARTICLE VII

DEFAULT

7.1 Events of Default: If any default by Tenant continues after written notice from Landlord, in case of the payment of Annual Base Rent or Additional Rent for more than five (5) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it cannot reasonably be cured in thirty (30) days; or if Tenant or any guarantor of any of Tenant's obligations under this Lease makes any assignment for the benefit of creditors, or files a petition under any provision or chapter of any bankruptcy or insolvency law; or if such petition filed against Tenant or such guarantor is not dismissed within sixty (60) days; or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and is not returned to Tenant within sixty (60) days; or if such leasehold is taken on execution or other process of law in any action against Tenant, then in any such case, whether or not the Term shall have begun, Landlord may immediately, or at any time while such Event of Default exists and without further notice, terminate this Lease by notice to Tenant. specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Lease Term, and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

7.2 <u>Damages</u>: In the event that this Lease is terminated under any of the provisions contained in Section 7.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Lease Term over the fair rental value of the Premises as reasonably determined by Landlord for said residue of the Lease Term. In calculating the rent reserved, there shall be included, in addition to the Annual Base Rent and all Additional Rent, the value of all other consideration agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligations after any such ending to pay punctually to Landlord, all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the preceding and next paragraph, Tenant shall be credited with any amount paid to Landlord as compensation as in this Section 7.2 provided and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may, at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 7.2, Landlord may, by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in Section 7.1 or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Annual Base Rent and Additional Rent accrued under Section 2.5, 2.6 and 2.7 in the 12 months prior to such termination, plus the amount of Annual Base Rent and Additional Rent of any kind accrued and unpaid at the time of termination, plus legal expenses due under Section 5.12, and less the amount of any recovery by Landlord under the foregoing provisions of this Section 7.2 up to the time of payment of such liquidated damages.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE VIII

MISCELLANEOUS

- 8.1 <u>Security Deposit</u>: Simultaneous with the execution and delivery of this Lease, Tenant shall deliver the Security Deposit to Landlord. The Security Deposit shall be held by Landlord, without interest, as security for the full and timely performance of Tenant's obligations under the terms of this Lease. In the event that Tenant defaults in respect of any of its obligations hereunder, **after applicable notice and cure periods**, Landlord shall have the right to apply the whole or any portion of the Security Deposit toward payment of any amount in default or in reduction of any damages Landlord **actually incurs** as a result of said default and such use or application by Landlord shall be without prejudice of any other remedy Landlord may have under this Lease or otherwise at law or in equity. If Landlord applies the Security Deposit or any portion thereof as aforesaid, Tenant shall, upon Landlord's request, promptly replace the amount applied in order to restore the Security Deposit to its original amount. Landlord shall be entitled to commingle the Security Deposit with other assets of Landlord.
- 8.2 Notice of Lease; Consent or Approval; Notices; Bind and Inure; Landlord's Estate: The titles of the Articles are for convenience only and not to be considered in construing this Lease. The Exhibits attached hereto are incorporated herein by reference. Tenant agrees not to record this Lease, but upon request of either party, both parties shall execute and deliver a notice of this Lease in form appropriate for recording or registration, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination. Whenever any notice, approval, consent, request or election is given or made pursuant to this Lease it shall be in writing. Communications and payments shall be addressed if to Landlord at Landlord's Address or at such other address as may have been specified by prior notice to Tenant; and if to Tenant at Tenant's Address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be mailed by registered or certified mail, return receipt requested, postage prepaid, by express mail, by express courier service, or by overnight delivery such as FedEx or by hand. Notice or payment shall be deemed given when so delivered by hand or, if mailed by registered or certified mail, two days after it is deposited with the U.S. Postal Service, or if sent by express mail or courier service, one day after it is deposited with the U. S. Postal or such other service. If Landlord by notice to Tenant at any time designates some other person to receive payments or notices, all payments or notices thereafter by Tenant shall be paid or given to the agent designated until notice to the contrary is received by Tenant from Landlord. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that each original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of its ownership. If Landlord shall at any time be an individual, joint venture, tenancy in common, firm or partnership (general or limited) a trust or trustees of a trust, it is specifically understood and agreed that there shall be no personal liability of the Landlord or any joint venturer, tenant, partner, trustee, shareholder, beneficiary or holder of a beneficial interest under any of the provisions hereof or arising out of the use or occupation of the Premises by Tenant. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the proceeds of the then equity of the Landlord in the Property for the satisfaction of Tenant's remedies, and it is expressly understood and agreed that Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the value of such interest.

- 8.3 <u>Landlord's Failure to Enforce</u>: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Lease, or, with respect to any of the Rules and Regulations referred to in Exhibit F, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Annual Base Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, or by Tenant, unless such waiver be in writing signed by the party to be charged. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.
- 8.4 Acceptance of Partial Payments of Rent; Delivery of Keys: No acceptance by Landlord of a lesser sum than the Annual Base Rent and Additional Rent then due shall be deemed to be other than on account of the earliest installment of such rent, due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.
- 8.5 <u>Cumulative Remedies</u>: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.
- 8.6 <u>Partial Invalidity</u>: If any term of this Lease, or the application thereof, to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 8.7 <u>Self-Help</u>: If Tenant shall at any time default in the performance of any obligation under this Lease **beyond applicable notice and cure periods**, Landlord shall have the right, but shall not be obligated, to enter upon the Premises (**subject to Applicable Laws**) and to perform such obligation notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4 percentage points over the then prevailing prime rate in Boston as set by Citizens Bank of Massachusetts) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand.

Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

- 8.8 <u>Tenant's Estoppel Certificate</u>: Tenant agrees from time to time, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and Additional Rent and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that the same are in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent and Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 8.8 may be relied upon by any prospective purchaser or mortgagee of the Premises or any prospective assignee of any mortgagee of the Premises.
- 8.9 <u>Waiver of Subrogation</u>: Any insurance carried by either party with respect to the Premises or property therein or occurrences thereon shall, if it can be so written without additional premium or with any additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance to the extent of the indemnification received thereunder.
- 8.10 <u>All Agreements Contained</u>: This Lease contains all of the agreements of the parties with respect to the subject matter thereof and supersedes all prior dealings between them with respect to such subject matter.
- 8.11 <u>Brokerage</u>: **Each party** warrants that **they have** had no dealings with any broker or agent in connection with this Lease other than Rader Properties, Inc. and covenants to defend with counsel, hold harmless and indemnify **the other party** from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to **such party's** dealings in connection with this Lease or the negotiation thereof.
- 8.12 <u>Submission Not an Option; Execution Conditional</u>: The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option of the Premises or an offer to lease and there shall be no legally binding agreement between the parties regarding the property unless and until a fully executed copy of this Lease Agreement is delivered to Tenant and Landlord.

ARTICLE IX

RIGHTS OR PARTIES HOLDING PRIOR INTERESTS

9.1 <u>Lease Subordinate</u>: This Lease shall be subject and subordinate to any first mortgage now or hereafter on the Lot or Building, or both, which are separately and together hereinafter in this

Article IX referred to as the "mortgaged premises," and to each advance made or hereafter to be made under any mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. This Section 9.1 shall be self- operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any **commercially reasonable** certificate that Landlord or any mortgagee may request. In the event that any mortgagee or its respective successor in title shall succeed to the interest of Landlord, then, this Lease shall nevertheless continue in full force and effect and Tenant shall and does hereby agree to attorn to such mortgagee or successor and to recognize such mortgagee or successor as its Landlord. Tenant shall subordinate this Lease to mortgagee only if each such mortgagee executes a non-disturbance agreement **in form and substance reasonably acceptable to Tenant**.

- 9.2 <u>Modification, Termination or Cancellation; Advance Payments of Rent</u>: No agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease except for the termination rights set forth herein, shall be valid unless consented to by Landlord's mortgagees of record, if any. No Annual Base Rent or Additional Rent, or any other charge shall be paid more than ten days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee) be a nullity as against any mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee.
- 9.3 Rights of Holder to Notice of Defaults by Landlord and to Cure Same: No act or failure to act on the part of the Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record that Tenant has been notified of in writing, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within thirty (30) days; but nothing contained in this Section 9.3 shall be deemed to impose any obligation on any such mortgagees to correct or cure any condition.
- 9.4 Intentionally Deleted.
- 9.5 Intentionally Deleted.

[Signature page follows]

EXECUTED as a sealed instrument in two or more counterparts on the date and year first above written.

LANDLORD:

1015 Hingham, LLC

BY:

James F. Rader

Manager and not individually

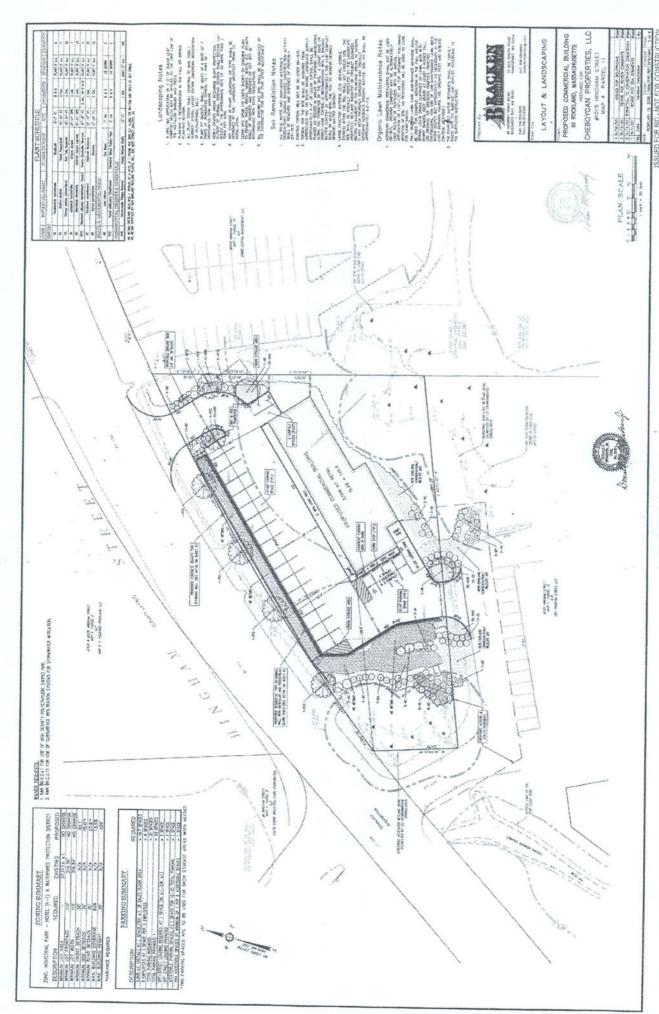
TENANT:

Rockland Old Exit 14, Inc.

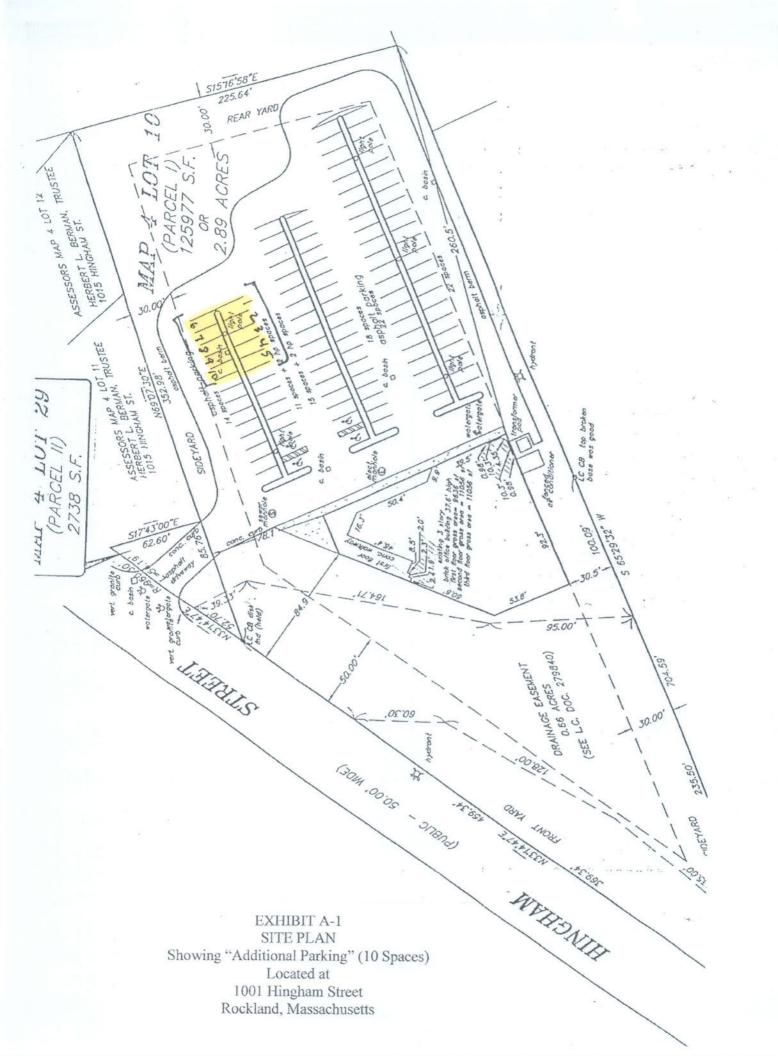
BY:

Robert W. Lally, Jr.

Manager



Rockland, Massachusetts 1015 Hingham Street Site Plan Exhibit A



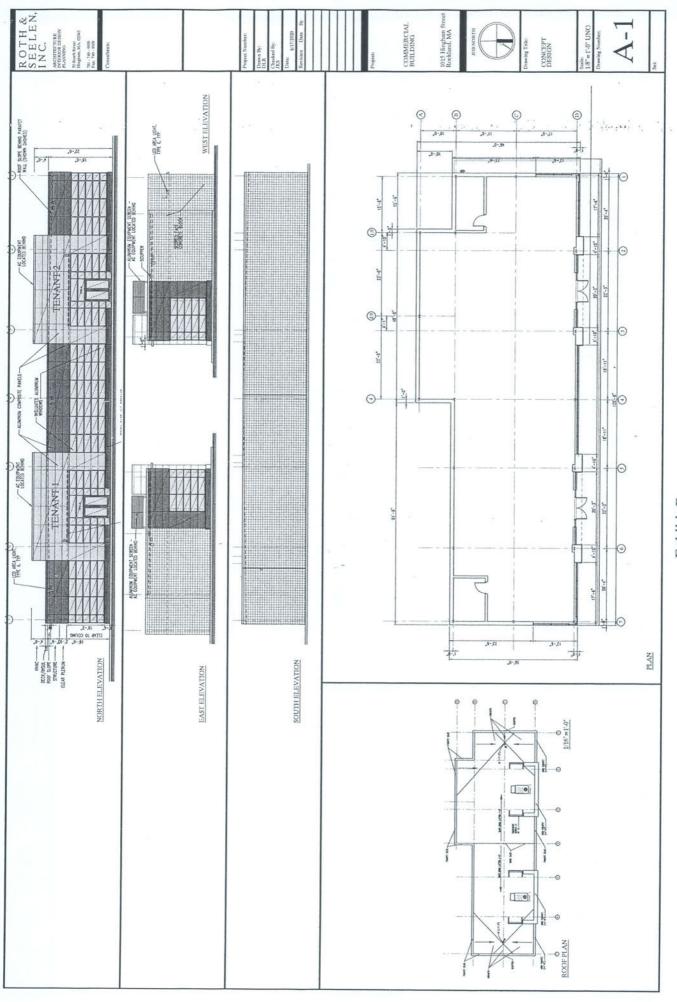


Exhibit B
Tenant's Floor Plan
1015 Hingham Street
Rockland, Massachusetts

EXHIBIT C

1015 Hingham Street Rockland, Massachusetts

Tenant Improvements

Tenant agrees to accept the Premises in "as is" condition.

Upon issuance of the Town of Rockland Planning Board and Zoning Board decisions approving Tenant's Use, Tenant agrees to promptly secure all permits and approvals to complete the build out of the Premises, at Tenant's sole cost, the "Tenant Improvements", subject to Landlord's reasonable approval of Tenant's working drawings submitted to the Town of Rockland for Tenant's building permit detailing the scope of the Tenant Improvements, which approval shall not be unreasonably withheld. Tenant shall timely complete the Tenant Improvements in a good and workmanlike manner using new and first-class materials. Upon Tenant's completion of the Tenant Improvements, Tenant shall provide to Landlord applicable lien waivers for Tenant Improvements and a copy of the Certificate of Occupancy from the Town of Rockland.

Notwithstanding anything contained in this Lease to the contrary, any improvements, modifications or alterations to the Premises or Property required specifically for Tenant's Permitted Use including but not limited to traffic signage, traffic monitors, fencing, etc. required by any governmental authority including but not limited to the Town of Rockland Zoning Board and Planning Board shall be completed by Tenant at Tenant's sole cost as part of the Tenant Improvements.

EXHIBIT D

1015 Hingham Street Rockland, Massachusetts

Not Applicable

EXHIBIT E

1015 Hingham Street Rockland, Massachusetts

RIDER

<u>Rider 1 - Cleaning</u>: Tenant shall be solely responsible for cleaning its Premises and providing dumpster service. The location of Tenant's dumpster must be approved by Landlord.

Rider 2 - Parking: Tenant shall have the use of twenty three (23) parking spaces in the parking lot on a non-reserved basis. The location of these spaces may change from time to time at the discretion of the Landlord. In addition, Tenant shall have the use of ten (10) additional parking spaces, as shown on Exhibit A-1, via the adjacent office building parking lot located at 1001 Hingham Street, the "Additional Parking" and the use of the drive lane leading to the traffic signal located at 1001 Hingham Street. The Additional Parking shall be paid for by Tenant as specified in Section 1.1 hereof. Tenant agrees to indemnify and hold harmless 1001 Hingham Street, LLC from any liabilities, costs and expenses (including reasonable attorney's fees) arising from Tenant's or its agents, employees, contractors, invitees or visitees use of the Additional Parking. Tenant agrees not to use any other spaces in the 1001 Hingham Street parking lot other than the ten (10) spaces as shown on Exhibit A-1.

<u>Rider 3 - Utilities</u>: All charges for utilities serving the Premises including but not limited to water, sewer, gas, electric and telephone shall be paid for solely by the Tenant.

Rider 4 – Option to Renew: Provided that Tenant is not in default under any of the terms and conditions of this Lease, Tenant shall have two (2) five (5) year options to renew this Lease (the "Renewal Term") by providing twelve (12) months prior written notice to Landlord in each case (the "Renewal Notice") provided that at the time Tenant gives the Renewal Notice to Landlord and for the remainder of the Term as previously extended in accordance herewith, Tenant is not in default hereunder beyond applicable notice and cure periods. For each Renewal Term, Tenant shall occupy the Premises in its then "as-is" condition and all terms, covenants, conditions and provisions of the Lease shall apply during each Renewal Term, and the Lease shall continue in full force and effect except that the Base Rent for each Renewal Term shall be at the then current market rent as reasonably determined by Landlord for comparable office/retail properties in the Rockland/Hingham/Norwell area and said market rent shall be provided to Tenant in no more than forty five (45) days from Landlord's receipt of Tenant's notice to renew. In no event shall the market rent for each Renewal Term be less than the Base Rent paid by Tenant just prior to the commencement of the Renewal Term. After Landlord's receipt of Tenant's timely Renewal Notice, Landlord shall provide Tenant with a Lease Amendment for Tenant's signature reflecting the extension period and the rate for the Renewal Term. Tenant shall have fifteen (15) days after its receipt of the Amendment to execute same and return it to Landlord. Should Tenant fail to provide Landlord with the required written

Renewal Notice by the date specified above for **each** Renewal Term or with the executed Amendment in the time required, Tenant will have been deemed to have forfeited its renewal rights hereunder and the Term shall end on the original Lease Expiration Date.

<u>Rider 5 – Signage</u>: Tenant shall be permitted, at its sole cost, to install signage on the exterior of the Building in accordance with Landlord's Standard graphics and colors and in compliance with all local government regulations.

EXHIBIT F

1015 Hingham Street Rockland, Massachusetts

RULES AND REGULATIONS

- 1. The entrance, lobbies, passages, corridors, elevators (if provided) and stairways may be used at all times by Tenant, its employees, agents, customers, and business invitees and shall not be encumbered or obstructed by Tenant, Tenant's agents, servants, employees, licensees or visitors or be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Tenants must make arrangements with the Landlord when the elevator is required for the purposes of carrying any kind of freight.
- 2. Landlord reserves the right at all times to exclude loiterers, vendors, solicitors, and peddlers from the Building and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the Building outside ordinary business hours. The Landlord will exercise its best judgment in the execution of such control but shall not be liable for the granting or refusal of such access.
- 3. Restroom facilities, water fountains, and other water apparatus may be used at all times by Tenant, its employees, agents, customers and business invitees and shall not be used for any purpose other than those for which they were constructed, and no rubbish, or other obstructing substances shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant who shall, or whose officers, employees, agents, patrons, customers, licensees, visitors, or invitees, shall have caused it.
- 4. Landlord will not be responsible for lost or stolen property, equipment, money, or any article taken from the Premises, Building or parking facilities, regardless of how or when loss occurs.
- 5. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the Premises, without the prior written consent of Landlord. Landlord will provide and install, at Tenant's cost, all letters or numerals at Premises entry. All such letters and numbers shall be in the standard graphics for the Building, and no other shall be used or permitted on the Premises without Landlord's prior written consent.

- 6. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the prior written consent of Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, shops, booths, stands, offices and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.
- 7. Canvassing, soliciting, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.
- 8. Tenant shall comply with all reasonable security measures from time to time established by Landlord for the Building.
- 9. Cigarette, cigar and/or pipe smoking anywhere within the Premises or Building is strictly prohibited. Tenant's employees shall be permitted to smoke outside of the Building only at an area designated by the Landlord at the side or rear entrance of the Building and such smoking shall be permitted by Landlord so long as the area is kept neat and clean at all times and all cigarette and/or cigar butts are properly disposed of by Tenant and its employees in an enclosed waste container provided by Tenant.
- 10. Tenant shall not be permitted to bring any pets or animals of any kind into the Building or the Premises except for Tenant's employees or invitees that require a seeing guide dog.

EXHIBIT G

1015 Hingham Street Rockland, Massachusetts

GUARANTY

In consideration of the simultaneous letting, at the request of the undersigned, of the premises described in the within lease to the above Tenant, the undersigned does hereby, on behalf of the undersigned and its heirs, executors, administrators, successors or assigns of the undersigned, guaranty to Landlord, its successors and assigns, the full payment, performance and observance of all the terms, covenants and conditions therein expressed on said Tenant's part to be paid, performed and observed and also all damages that may arise in consequence of the non-payment, non-performance or non-observance of said terms, covenants or conditions, without requiring any notice of non-payment, non-performance or non-observance, or proof, notice or demand whereby to charge the undersigned therefore, all of which the undersigned hereby expressly waives and expressly covenants and agrees that the obligation of the undersigned hereunder shall in no way be terminated or otherwise affected or impaired by reason of any assertion by Landlord against Tenant of any of the rights or remedies available to Landlord pursuant to said Lease or allowed at law or in equity.

The undersigned does hereby covenant and agree to and with said Landlord, its successors and assigns, that the undersigned may be joined in any action against said Tenant in connection with said **Lease** and that recovery may be had against the undersigned in such action or in any independent action against the undersigned without said Landlord, its successors or assigns, first pursuing or exhausting any remedy or claim against said Tenant, its successors or assigns. The undersigned also agrees that, in any jurisdiction, the undersigned will be conclusively bound by the judgement in any such action by Landlord against Tenant (wherever brought) as if the undersigned were a party to such action even though the undersigned is not joined as a party in such action.

The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the within Lease and as to any assignment or subletting (without need of any notice or further consent of the undersigned thereto) and during any period when Tenant, its assignees or sublessees are occupying the premises described in the within Lease. Notwithstanding the foregoing, provided Tenant is not then in default beyond applicable notice and cure periods and Tenant has timely paid all monetary obligations under the Lease, then this Guaranty and the obligations of the Guarantors hereunder shall expire and be of no further force and effect upon the sixth (6th) anniversary date of the Lease Term.

The undersigned hereby waives all right to trial by jury in any action or proceeding thereinafter instituted by said Landlord to which the undersigned may be a party.

This Guaranty shall be governed by and construed under the laws of the Commonwealth of Massachusetts. The undersigned warrants and represents that he/she/it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then the undersigned shall be deemed to be a Tenant under the within **Lease** with the same force and effect as if the undersigned where expressly named as a joint Tenant therein.

Executed under seal this Hth day of March, 2022.

GUARANTOR:

Witness:

Robert W. Lally, Jr.

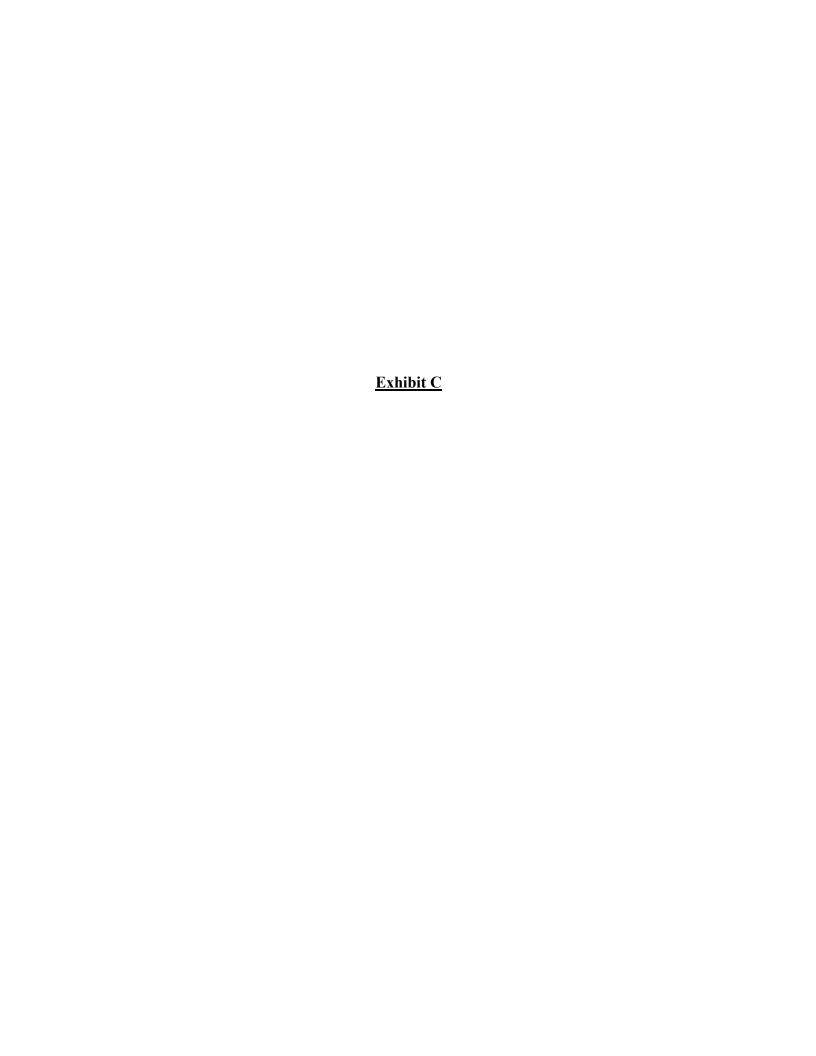
GUARANTOR:

Witness:

Gregory Donoghue

Print Name

Lisa Donoghue





Green Rock Cannabis

Logo Design / Exterior Signage Concept

REV.00 02.25.22

Primary Logo / Wordmark

Secondary Logo







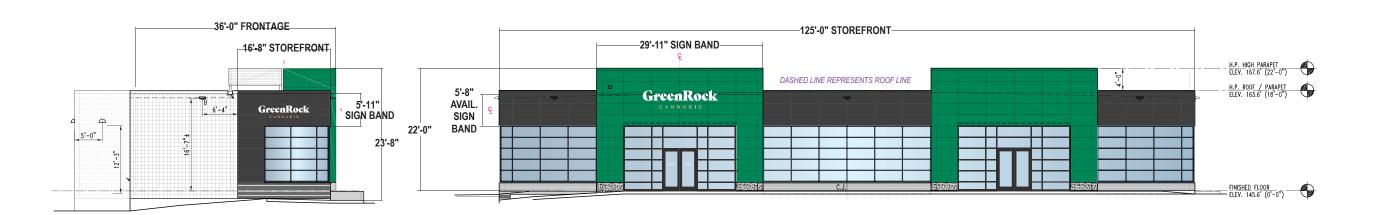


Gastromond

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz

Sweet Sans Pro

ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz



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Version 01 02-25-22

Green Rock Cannabis

1015 Hingham St. Rockland, MA

Logo Concept /
Exterior Signage



170 Liberty Street Brockton, MA 02301 508-580-0094

SALES REPRESENTATIVE

Becca Clifford

INTERNAL PROJECT MANAGER

Susan King

FIELD MANAGER

Tom Jachimczyk

ACCOUNT COORDINATOR

Cindy Dunham

DESIGNER

J.V.

SCALE NTS

SHEET **01** of 02

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PRINCIPALS
Robert J. Michaud, P.E.
Daniel J. Mills, P.E., PTOE

MEMORANDUM

DATE: March 11, 2022

TO: Robert W. Lally

Old Exit 14, Inc.

c/o Cultivate Holdings, Inc.

38 Rice Street

Wellesley, MA 02481

FROM: Robert J. Michaud, P.E. – Managing Principal

Daniel A. Dumais, P.E. - Senior Project Manager

RE: Proposed Marijuana Establishment

1015 Hingham Street, Rockland MA

MDM Transportation Consultants, Inc. (MDM) has prepared this traffic impact assessment (TIA) for the proposed Marijuana Establishment to be located at 1015 Hingham Street in Rockland, MA. The project location and surrounding roadway network is shown in **Figure 1**. This memorandum describes baseline traffic volumes for the adjacent roadway, summarizes baseline traffic volumes at the study intersections, summarizes the projected trip generation, provides an operational analysis of project impact, and evaluates safety-related conditions at the study locations.

Key findings of the traffic assessment are as follows:

- □ Baseline Traffic Volumes. Hingham Street adjacent to the Site carries approximately 1,680 vehicles per hour (vph) during the morning peak hour, 1,785 vph during the evening peak hour, and 1,530 vph during the Saturday midday peak hour. Hingham Street carries approximately 23,905 vehicles per day (vpd) on a weekday and 21,975 vpd on a Saturday.
- □ Safety Review. Based on extensive review of MassDOT crash data, the Hingham Street at Commerce Road signalized intersection experienced a crash rate that is below the MassDOT District 5 average, and the intersection is not identified as a high crash location; therefore, no immediate safety countermeasures are warranted based on the crash history at the study intersection.

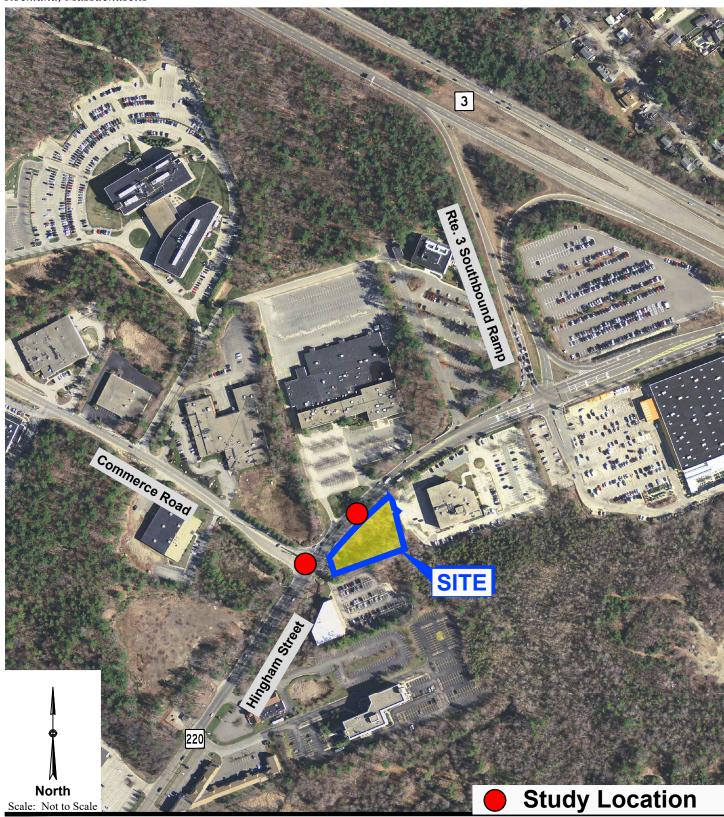




Figure 1

Site Location

- □ *Moderate Traffic Generation*. Based on industry standard rates for the proposed 5,000± sf Marijuana Dispensary is estimated to result in approximately 53 trips during the weekday morning peak hour, 95 trips during the weekday evening peak hour, and 144 trips the Saturday midday peak hour. On a daily basis the project is projected to result in 1,056 trips on a weekday and 1,296 trips on a Saturday. While a significant percentage of the trips (50%) could be drawn from the existing traffic stream (i.e., passby trips) no reduction was taken for analysis purposes. Likewise, depending on specific morning hours of operation, vehicle trips generated may be overly conservative.
- Adequate Capacity. The proposed development is expected to have minimal impact on the study area intersection and will not result in any notable changes in traffic operations in the study area relative to Baseline conditions. Specifically, the adjacent signalized intersection of Hingham Street at Commerce Road/1001 Hingham Street. will continue to operate at an overall LOS B or better during the peak hours. Likewise, the site driveway approach to Hingham Street will operate well below capacity at LOS C or better during the peak hours. Mainline travel along Hingham Street will continue to operate unimpeded with minimal delay.
- Adequate Parking Supply. On-site parking is proposed to include approximately 23 marked spaces with an additional 10 spaces within the adjacent 1001 Hingham Street lot to accommodate the staff parking needs. The proposed parking supply will satisfy the zoning parking requirements of 15 spaces. A parking assessment included in this report indicates an average peak parking demand of 16 vehicles (10 employee and 6 patrons) with a maximum demand of 20 vehicles (10 employees and 10 patrons). This level of parking impact is also supported by empirical data from observations at two (2) standalone dispensaries in the Commonwealth which were both had a peak parking demand including employees of 18 spaces. The Proponent will also have a parking management plan in place to monitor parking operations.

In summary, MDM finds that incremental traffic associated with the proposed development is not expected to materially impact operating conditions in the study area. The implementation of access/site improvements, pedestrian and bicycle improvements, and the opening day/events plan as outlined under *Recommendations and Conclusions* will establish a framework of minimizing Site traffic impacts.

PROJECT DESCRIPTION

The Site consists of approximately 0.85± acre of undeveloped land located along the southern side of Hingham Street between Commerce Road and Route 3 in Rockland. The property is comprised of undeveloped/ wooded land.

Under the proposed development program, the Site will be developed to include 5,000± sf proposed Marijuana Dispensary. The site will be supported by approximately (23) on-site parking spaces with an additional 10 spaces to be leased on the adjacent 1001 Hingham Street property. Access/egress to the Site shall be via an unsignalized curb cut on Hingham Street to the west of the Prime Auto dealership driveway and rear property access to the signalized driveway serving 1001 Hingham Street. A preliminary site plan prepared by Tricarico Architecture and Design PC is presented in **Figure 2**.

BASELINE TRAFFIC & SAFETY CHARACTERISTICS

An overview of baseline roadway conditions, traffic volumes, safety characteristics of area roadways is provided below.

Hingham Street

Adjacent to the Site, Hingham Street is a four-lane roadway under local (Town) jurisdiction and is classified by the Massachusetts Department of Transportation (MassDOT) as an Urban Minor Arterial roadway. The roadway connects Pond Street (Route 228) in Norwell to the northeast with Webster Street (Route 123) to the southwest. Pavement markings include a double yellow centerline, broken white lane lines and single white edge lines. Land use along Hingham Street in the study area is includes a mix of land uses which includes office buildings, commercial space, a Home Improvement superstore, restaurants, car dealerships and several hotels.

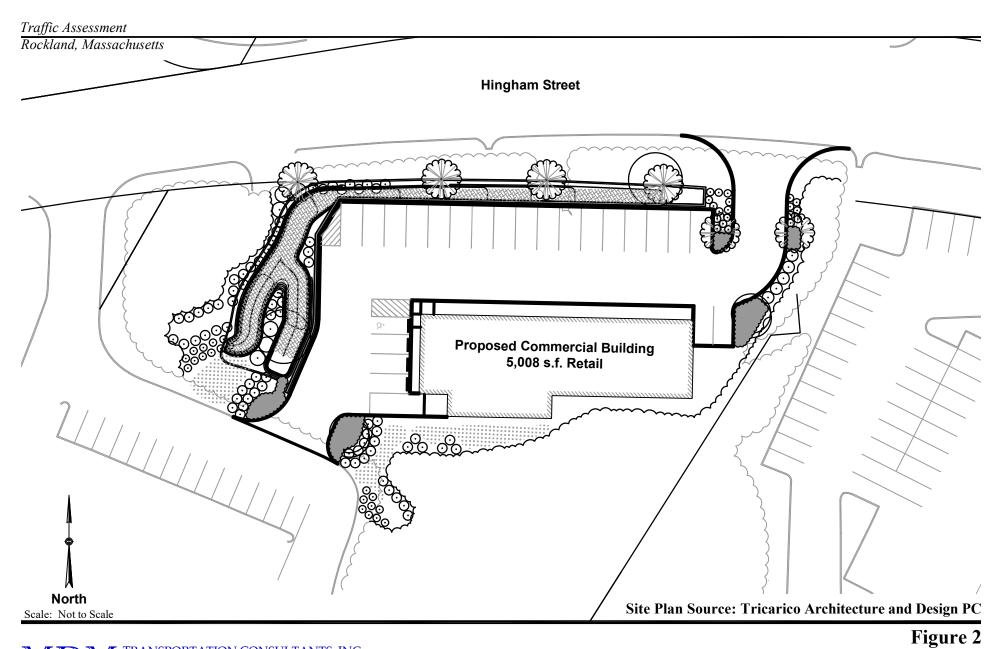
Baseline Traffic Data

This traffic memorandum includes the following intersections:

Hingham Street at Commerce Road (Signalized)
Hingham Street at Site Driveway (Unsignalized)
Hingham Chroat at Drima Walva Drivayyay (I Insignalia

☐ Hingham Street at Prime Volvo Driveway (Unsignalized)

Traffic volume data were collected at the primary study area intersections during the weekday morning (7:00 AM - 9:00 AM), weekday evening (4:00 PM – 6:00 PM), and Saturday midday (11:00 AM – 1:00 PM) periods to coincide with peak traffic activity of the proposed uses and the adjacent streets. Review of MassDOT permanent count station data indicates that January is a below average traffic month (approximately 12 percent below average. Thus, the January traffic counts were adjusted by 12% (increase) to represent average conditions. The permanent count station data also indicated flat growth in the area; therefore, no yearly adjustment factor was required. Traffic count data and MassDOT permanent count station data are provided in the **Attachments.**





Preliminary Site Plan

Additionally, other specific area developments that have been completed or have been permitted in the immediate area since the traffic counts were conducted. Trip generation for the following site-specific developments were added to the 2022 Baseline traffic volumes:

- □ Wendy's Restaurant. A 2,305± sf Wendy's with a drive-thru lane was built at 1111 Hingham Street Access/egress for the restaurant will be provided via the signalized Home Depot access/egress driveway at Hingham Street/Route 3 southbound on/off ramps (Exit 14). Trips associated with this development are based on the TIA prepared by MDM dated February 5, 2018¹. The site-specific trip tracings are provided in the **Attachments**.
- □ *Prime Volvo*. A 24,100± sf Prime Volvo was built at 1022 Hingham Street. Site access is provided via a one-way driveway along Hingham Street just west of its intersection with the Route 3 southbound ramps. Egress is provided via connection to Commerce Road. Trips associated with this development are included as background growth based on the TIA prepared by MDM dated February 5, 2018¹. The site-specific trip tracings are provided in the **Attachments**.

The 2022 Baseline weekday morning, weekday evening, and Saturday midday peak hour traffic volumes for the study intersections are shown in **Figure 3** and **Figure 4**. Traffic count data and MassDOT permanent count station data are provided in the **Attachments**.

Daily Traffic Volumes

Historical daily traffic volumes along Hingham Street in the site vicinity were obtained using a radar-based automatic traffic recorder (ATR). Traffic volume data was collected in May and June 2015. The results of the counts are summarized in **Table 1** and are discussed below. Traffic volume data is provided in the **Attachments**.

TABLE 1
HISTORICAL TRAFFIC VOLUME SUMMARY
HINGHAM STREET WEST OF COMMERCE ROAD

Daily	Percent	Peak Hour	Peak Flow	Peak Hour Directional
Volume (vpd) ¹	Daily Traffic ²	Volume (vph) ³	Direction ⁴	Volume (vph)4
23,905	7%	1,680	54% EB	910
23,905	7%	1,785	57% WB	1,016
21,975	7%	1,530	54% EB	831
	Volume (vpd) ¹ 23,905 23,905	Volume (vpd)¹ Daily Traffic² 23,905 7% 23,905 7%	Volume (vpd)¹ Daily Traffic² Volume (vph)³ 23,905 7% 1,680 23,905 7% 1,785	Volume (vpd)¹ Daily Traffic² Volume (vph)³ Direction⁴ 23,905 7% 1,680 54% EB 23,905 7% 1,785 57% WB

¹Two-way daily traffic expressed in vehicles per day without seasonal adjustment.

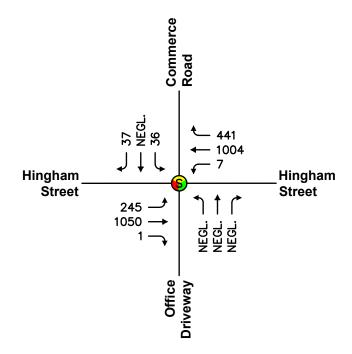
¹Traffic Impact Assessment, Proposed Wendy's Restaurant with Drive-Thru, prepared by MDM Transportation Consultants, Inc. Dated February 5, 2018 (Updated November 20, 2018)



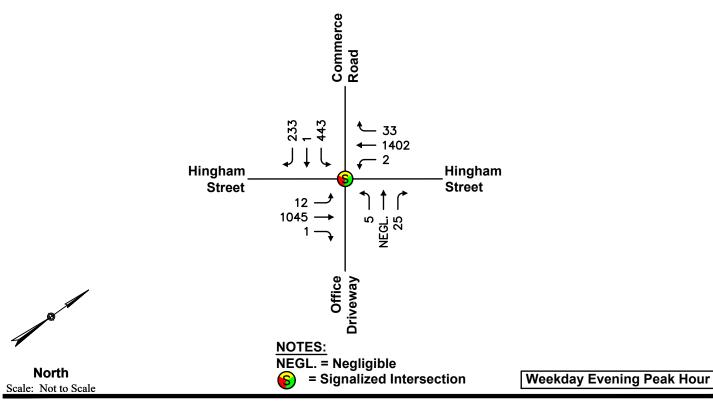
 $^{{}^2\!\!}$ The percent of daily traffic that occurs during the peak hour.

³Two-way peak-hour volume expressed in vehicles per hour.

⁴EB = Eastbound, WB = Westbound



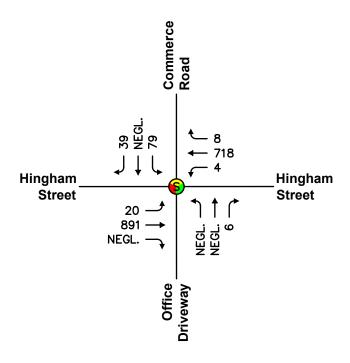
Weekday Morning Peak Hour



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Figure 3

Baseline Conditions Weekday Peak Hour Traffic Volumes







Saturday Midday Peak Hour

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Baseline Conditions Saturday Peak Hour Traffic Volumes As summarized in **Table 1**, the weekday daily traffic volume on Hingham Street to the west of Commerce Road is approximately 23,905 vehicles per day (vpd) on a weekday and 21,975 vehicles per day (vpd) on a Saturday. Peak hour traffic flow on Hingham Street ranges from approximately 1,530 to 1,785 vehicles per hour (vph) representing approximately 7 percent of daily traffic flow.

Measured Travel Speeds

Vehicle speeds were obtained for Hingham Street using a radar recorder device. These measured travel speeds provide a basis for determining sight line requirements at the site driveway intersection with Hingham Street. **Table 2** presents a summary of the travel speed data collected for Hingham Street in the site vicinity. Collected speed data are provided in the **Attachments**.

TABLE 2
SPEED STUDY RESULTS – Hingham Street (Site Vicinity)

	Posted	Travel Speed		
Travel Direction	Speed Limit ¹	Mean ²	85th Percentile3	
Eastbound	45	35	39	
Westbound	40	34	39	

 $^{{}^{\}scriptscriptstyle 1}\!Regulatory$ speed limit in mph

As summarized in **Table 2**, the mean (average) travel speed on Hingham Street was observed to be 35 mph for the eastbound direction and 34 mph in the westbound direction; the 85th percentile travel speed was observed to be 39 mph for both the eastbound direction and westbound directions. The speed data are appropriate for use in the sight line evaluations presented in a subsequent section of this report.

²Arithmetic mean in mph

³The speed at or below which 85 percent of the vehicles are traveling in mph

Intersection Crash History

In order to identify crash trends and safety characteristics for study area intersections, crash data were obtained from MassDOT for the Town of Rockland for the five-year period covering 2017 through 2021 (the most recent full year of data currently available from MassDOT). In addition, review of the MassDOT high crash cluster mapping was conducted to determine locations listed as eligible for Highway Safety Improvement Program (HSIP) evaluation and funding. Crash data for the study intersections is summarized in **Table 3** with detailed data provided in the **Attachments**.

Crash rates were calculated for the study area intersections as reported in **Table 3**. This rate quantifies the number of crashes per million entering vehicles. MassDOT has determined the official District 5 (which includes the Town of Rockland) average crash rate to be 0.57 for unsignalized intersections and 0.75 for signalized intersections. This rate represents MassDOT's "average" crash experience for study area and serve as a basis for comparing reported crash rates for the study intersections. Where calculated crash rates notably exceed the district average, some form of safety countermeasures may be warranted.

TABLE 3 INTERSECTION CRASH SUMMARY¹ 2017 THROUGH 2021

	Hingham Street at		
Data Category	Commerce Road		
Traffic Control	Signalized		
Crash Rate ²	0.11		
MHD District 5 Avg ³	0.75		
Year:			
2017	1		
2018	2		
2019	5		
2020	0		
<u>2021</u>	<u>1</u>		
Total	9		
Туре:			
Angle	0		
Rear-End	3		
Head-On	2		
Sideswipe	1		
Single-Vehicle	3		
Severity:			
P. Damage Only	3		
Personal Injury	6		
Fatality	0		
Conditions:			
Dry	8		
Wet	0		
Ice/Snow	1		
Time:			
7:00 to 9:00 AM	2		
4:00 to 6:00 PM	1		
Rest of Day	6		

¹Source: MassDOT Crash Database

²Crashes per million entering vehicles ³District 5 Average Crash Rate

As summarized in **Table 3**:

• Hingham Street at Commerce Road: Nine (9) crashes were reported at or near the Hingham Street signalized intersection with Commerce Road over the five-year study period resulting crash rate of 0.11, which is well below the MassDOT District 5 average of 0.75. The reported crashes included one (1) angle/sideswipe type collisions, three (3) rear-end type collision, two (2) head-on type collisions and three (3) single vehicle type collision. Six of the nine (67%) of the crashes resulted in personal injury type collision with the majority (89%) of the crashes under dry roadway conditions during off-peak travel periods (67%). No fatalities were reported during the study period.

In summary, based on extensive review of MassDOT crash data, the Hingham Street at Commerce Road signalized intersection experienced a crash rate that is below the MassDOT District 5 average and the intersection is not identified as a high crash location; therefore, no immediate safety countermeasures are warranted based on the crash history at the study intersection.

Sight Line Evaluation

An evaluation of sight lines was conducted at the proposed site driveway location to ensure that minimum recommended sight lines are available to safely exit onto Hingham Street. The evaluation documents existing sight lines for vehicles as they relate to Hingham Street with comparison to recommended guidelines for the regulatory speed limit.

The American Association of State Highway and Transportation Officials' (AASHTO) standards² reference two types of sight distance which are relevant at the proposed site driveway intersection on Hingham Street: stopping sight distance (SSD) and intersection sight distance (ISD). Sight lines for critical vehicle movements at the proposed site driveway intersection with Hingham Street were compared to minimum SSD and ISD for the regulatory and observed travel speeds along Hingham Street in the Site vicinity.

Stopping Sight Distance

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

MDM

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

SSD was estimated in the field using AASHTO standards for driver's eye (3.5 feet) and object height equivalent to the taillight height of a passenger car (2.0 feet) for the eastbound and westbound Hingham Street approaches to the intersection. **Table 4** presents a summary of the available SSD for the Hingham Street segment approaches to the proposed site driveway and AASHTO's recommended SSD for the regulatory speed limits.

TABLE 4
STOPPING SIGHT DISTANCE SUMMARY
HINGHAM STREET APPROACH TO PROPOSED SITE DRIVEWAY

		AASHTO Recommended ¹		
Approach/ Travel Direction	Available SSD	Regulatory Speed Limit ²	Criteria Satisfied	
Eastbound	500+ Feet	360	Yes	
Westbound	500+ Feet	305	Yes	

¹Recommended sight distance based on AASHTO, A Policy on Geometric Design of Highways and Streets. Based on driver height of eye of 3.5 feet to object height of 2.0 feet and adjustments for roadway grade.

As summarized in **Table 4** analysis results indicate that the existing available sight lines exceed AASHTO's recommended SSD criteria for the proposed site driveway based on the regulatory travel speeds along Hingham Street.

Intersection Sight Distance

Clear sight lines provide sufficient sight distance for a stopped driver on a minor-road approach to depart from the intersection and enter or cross the major road. As stated under AASHTO's Intersection Sight Distance (ISD) considerations, "...If the available sight distance for an entering ...vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to avoid collisions...To enhance traffic operations, intersection sight distances that exceed stopping sight distances are desirable along the major road." AASHTO's ISD criteria are defined into several "cases". For the proposed unsignalized site driveway location, which is proposed to be under STOP sign control with left and right egress movements, the ISD in question relates to the ability to turn left or right from the proposed driveway at its intersection with Hingham Street.

Available ISD was estimated in the field using AASHTO standards for driver's eye (3.5 feet), object height (3.5 feet) and decision point (between 8 and 14.5 feet from the edge of the travel way). **Table 5** presents a summary of the available ISD for the departure from the proposed site driveways and AASHTO's minimum and ideal ISD recommendations.

²Regulatory Speed Limit is 45 mph EB and 40 mph WB.

TABLE 5
INTERSECTION SIGHT DISTANCE SUMMARY
PROPOSED SITE DRIVEWAY DEPARTURE TO HINGHAM STREET

		AASHTO Minimum ¹	AASHTO Ideal ²	
View Direction	Available ISD	Regulatory Speed Limit ²	Regulatory Speed Limit ²	
Looking East	500+ Feet	305 Feet	445 Feet	
Looking West	500+ Feet	360 Feet	430 Feet	

¹Recommended sight distance based on AASHTO, A Policy on Geometric Design of Highways and Streets. Based on driver height of eye of 3.5 feet and an object height of 3.5 feet. Minimum value as noted represents SSD per AASHTO guidance. Adjustments for driveway grade have been made as needed.

The results of the ISD analysis presented in **Table 5** indicate that with clearing and re-grading as part of construction of said driveway the available sight lines looking east and west from the proposed driveway onto Hingham Street will exceed the recommended sight line criteria from AASHTO. MDM recommends that any new plantings (shrubs, bushes) or physical landscape features to be located within driveway sight lines should also be maintained at a height of 2 feet or less above the adjacent existing roadway grade to ensure unobstructed lines of sight.

²Regulatory Speed Limit is 45 mph EB and 40 mph WB.

DESIGN YEAR TRAFFIC VOLUMES

This section provides a summary of trip generation characteristics of the Site, trip distribution patterns, Design Year traffic volume projections, and a qualitative assessment of operations under Design Year conditions.

Trip Generation

The trip generation estimates for the Site are provided for the weekday morning, weekday evening and Saturday midday periods, which correspond to the critical analysis periods for the proposed uses and adjacent street traffic flow. In accordance with EEA/MassDOT guidelines, traffic generated by the site was estimated using trip rates published in ITE's *Trip Generation*³ for the Land Use Code (LUC) 882 – Marijuana Dispensary (represents medical and adult use retail sales use). Trip generation worksheets are provided in the **Attachments**. MDM notes that while a significant percentage of the trips (50%) could be drawn from the existing traffic stream (i.e., pass-by trips) no reduction was taken for analysis purposes. **Table 6** presents the trip generation for proposed dispensary use of the Site based on ITE trip generation methodology.

TABLE 6
TRIP-GENERATION

	Proposed
Period	Dispensary ¹
Weekday Morning Peak-Hour:	
Enter	28
<u>Exit</u>	<u>25</u>
Total	53
Weekday Evening Peak-Hour:	
Enter	48
<u>Exit</u>	<u>47</u>
Total	95
Saturday Midday Peak-Hour:	
Enter	72
<u>Exit</u>	<u>72</u>
Total	144
Daily	1,056
Saturday	1,296

¹Based on ITE LUC 882 (Marijuana Dispensary) applied to 5,000 sf.



³Trip Generation, 11th Edition; Institute of Transportation Engineers; Washington, DC; 2021.

As summarized in **Table 6**, based on industry standard rates for the proposed 5,000± sf Marijuana Dispensary is estimated to result in approximately 53 trips during the weekday morning peak hour (28 entering and 25 exiting), 95 trips during the weekday evening peak hour (48 entering and 47 exiting), and 144 trips the Saturday midday peak hour (72 entering and 72 exiting). On a daily basis the project is projected to result in 1,056 trips on a weekday and 1,296 trips on a Saturday. Depending on specific morning hours of operation, vehicle trips generated may be overly conservative.

Trip Distribution

The distribution for Site uses is based primarily on existing travel patterns and volumes of the adjacent roadway system. The resulting trip distribution for new trips is presented in **Figure 5**. Trip distribution calculations are provided in the **Attachments**.

Development-related trips for the proposed development are assigned to the roadway network using the trip-generation estimates shown in **Table 6**. Development-related trips at each intersection approach for the weekday morning, weekday evening, and Saturday midday peak hours are quantified in **Figure 6** and **Figure 7**.

Design Year Traffic Conditions

Design Year conditions for the weekday morning, weekday evening, and Saturday midday peak hours include Baseline traffic volumes and site-generated trips. The resulting 2022 Design Year traffic volumes are quantified in **Figure 8** and **Figure 9**.

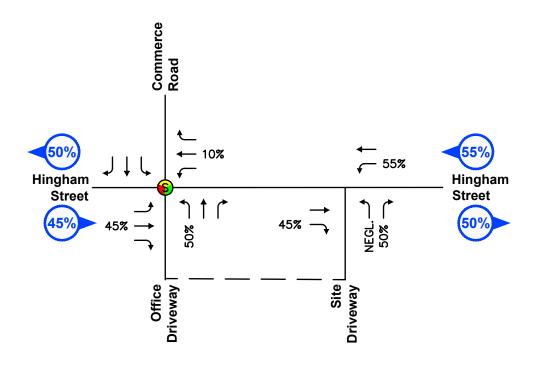
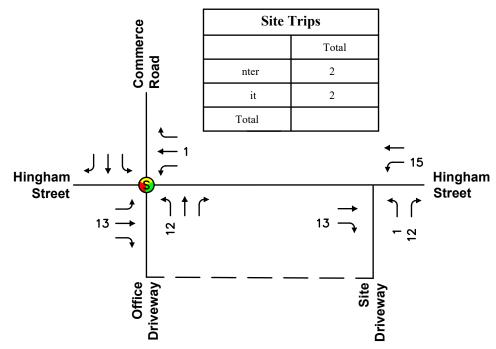




Figure 5

Trip Distribution



Weekday Morning Peak Hour

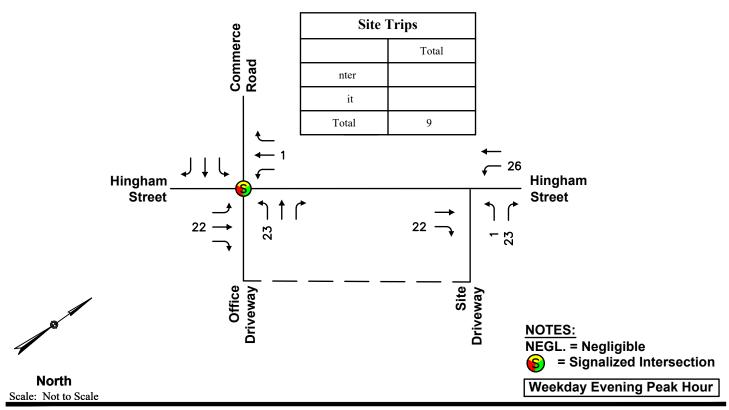
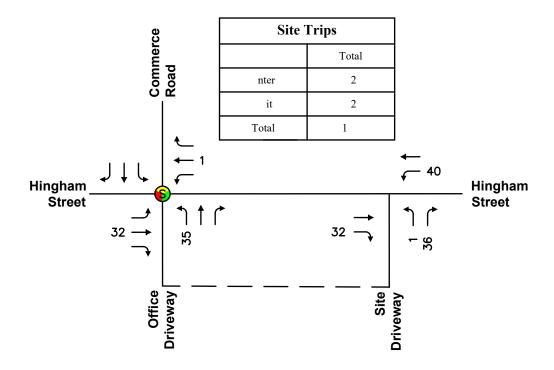




Figure 6

Site Generated Trips Weekday Peak Hour Traffic Volumes





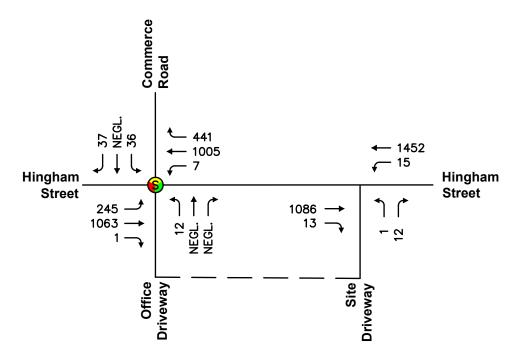
NOTES:
NEGL. = Negligible
S = Signalized Intersection

Saturday Midday Peak Hour

Figure 7



Site Generated Trips Weekday Peak Hour Traffic Volumes



Weekday Morning Peak Hour

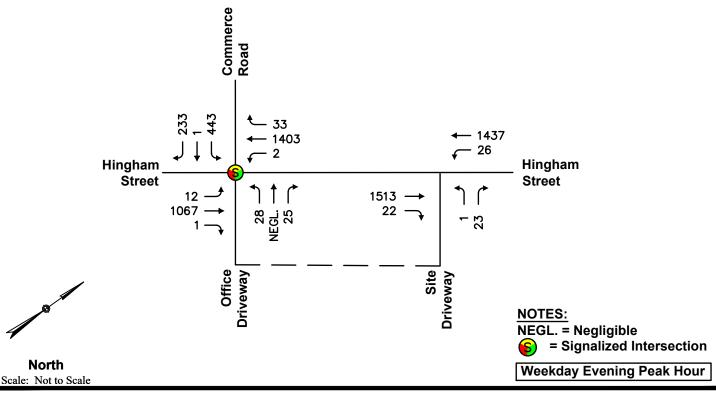
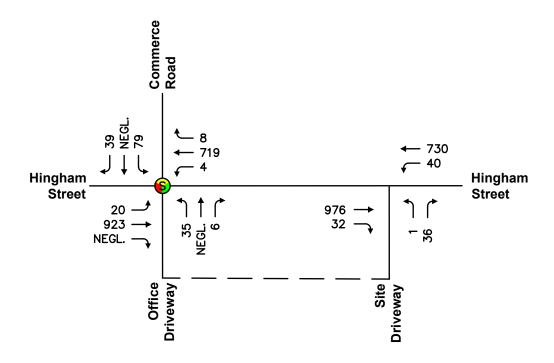


Figure 8

Design Year Conditions Weekday Peak Hour Traffic Volumes





NOTES:
NEGL. = Negligible
S = Signalized Intersection

Saturday Midday Peak Hour

Figure 9

$\frac{\text{TRANSPORTATION CONSULTANTS, INC.}}{\text{Planners \& Engineers}}$

Design Year Conditions Saturday Peak Hour Traffic Volumes

OPERATIONS ANALYSIS

This section provides an overview of operational analysis methodology, and an assessment of intersection operations under Baseline and projected Design Year conditions.

Analysis Methodology

Intersection capacity analyses are presented in this section for the Baseline and Design Year traffic-volume conditions. Capacity analyses, conducted in accordance with EEA/MassDOT guidelines, provide an index of how well the roadway facilities serve the traffic demands placed upon them. The operational results provide the basis for recommended access and roadway improvements in the following section.

Capacity analysis of intersections is developed using the Synchro® computer software, which implements the methods of the Highway Capacity Manual 6th Edition (HCM). The resulting analysis presents a level-of-service (LOS) designation for individual intersection movements. The LOS is a letter designation that provides a qualitative measure of operating conditions based on several factors including roadway geometry, speeds, ambient traffic volumes, traffic controls, and driver characteristics. Since the LOS of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of LOS, depending on the time of day, day of week, or period of year. A range of six levels of service are defined on the basis of average delay, ranging from LOS A (the least delay) to LOS F (delays greater than 50 seconds for unsignalized movements and delays greater than 80 seconds for signalized movements). The specific control delays and associated LOS designations are presented in the **Attachments**.

Intersection Capacity Analysis Results

Level-of-Service (LOS) analyses were conducted for the Baseline and Design Year conditions for the study intersections. The results of the intersection capacity are summarized below in **Table 7**, **Table 8**, and **Table 9**. Detailed analysis results are presented in the **Attachments**.



TABLE 7
INTERSECTION CAPACITY ANALYSIS RESULTS
WEEKDAY MORNING PEAK HOUR

		2022 Baseline			2022 Design Year		
Period	Approach	v/c¹	Delay ²	LOS ³	v/c	Delay	LOS
Hingham Street at	Eastbound	0.81	13	В	0.82	14	В
Commerce Road/ 1001	Westbound	0.39	<5	A	0.39	<5	A
Hingham Street	Northbound	0.01	38	D	0.09	39	D
	<u>Southbound</u>	0.16	<u>20</u>	<u>B</u>	0.16	<u>20</u>	<u>B</u>
	Overall	0.81	9	A	0.82	9	A
Hingham Street at	Eastbound	n/a ⁴	n/a	n/a	0.00	<5	A
Proposed Site Driveway	Westbound	n/a	n/a	n/a	0.03	<5	A
	Northbound	n/a	n/a	n/a	0.05	20	C

¹Volume-to-capacity ratio

TABLE 8
INTERSECTION CAPACITY ANALYSIS RESULTS
WEEKDAY EVENING PEAK HOUR

		2022 Baseline			2022 Design Year		
Period	Approach	v/c¹	Delay ²	LOS ³	v/c	Delay	LOS
Hingham Street at	Eastbound	0.59	13	В	0.61	15	В
Commerce Road/ 1001	Westbound	0.77	17	В	0.79	18	В
Hingham Street	Northbound	0.14	<5	A	0.26	<5	A
_	<u>Southbound</u>	0.63	<u>28</u>	<u>C</u>	0.65	<u>30</u>	<u>C</u>
	Overall	0.77	18	В	0.79	19	В
Hingham Street at	Eastbound	n/a ⁴	n/a	n/a	0.00	<5	Α
Proposed Site Driveway	Westbound	n/a	n/a	n/a	0.06	<5	A
	Northbound	n/a	n/a	n/a	0.12	25	C

¹Volume-to-capacity ratio



²Average control delay per vehicle (in seconds)

 $^{^3}$ Level of service

⁴n/a = not applicable

²Average control delay per vehicle (in seconds)

³Level of service

⁴n/a = not applicable

TABLE 9
INTERSECTION CAPACITY ANALYSIS RESULTS
SATURDAY MIDDAY PEAK HOUR

		2022 Baseline			2022 Design Year		
Period	Approach	v/c¹	Delay ²	LOS ³	v/c	Delay	LOS
Hingham Street at	Eastbound	0.47	7	A	0.52	10	В
Commerce Road/ 1001	Westbound	0.37	7	A	0.40	9	A
Hingham Street	Northbound	0.02	<5	A	0.13	<5	A
_	<u>Southbound</u>	0.14	<u>13</u>	<u>B</u>	0.15	<u>16</u>	<u>B</u>
	Overall	0.47	7	A	0.52	10	A
Hingham Street at	Eastbound	n/a ⁴	n/a	n/a	0.00	<5	A
Proposed Site Driveway	Westbound	n/a	n/a	n/a	0.07	<5	A
	Northbound	n/a	n/a	n/a	0.10	14	В

¹Volume-to-capacity ratio

As summarized in **Table 7**, **Table 8**, and **Table 9**:

- □ *Hingham Street at Commerce Road/1001 Hingham Street.* Under future Design Year conditions, the adjacent signalized intersection will continue to operate at an overall LOS B or better during the peak hours.
- □ *Hingham Street at Proposed Site Driveway.* Under future Design Year conditions, the site driveway approach to Hingham Street will operate well below capacity at LOS C or better during the peak hours. Mainline travel along Hingham Street will continue to operate unimpeded with minimal delay.

In summary, the proposed development is expected to have minimal impact on the study area intersection and will not result in any notable changes in traffic operations in the study area relative to Baseline conditions.

Signal Queue Impacts

The estimated average and 95th percentile vehicle queue lengths for signalized study intersection for Baseline and Design Year conditions is presented in **Table 10**. The estimated queue lengths are based on the capacity analysis results provided using Synchro® computer software.

²Average control delay per vehicle (in seconds)

³Level of service

⁴n/a = not applicable

TABLE 10 VEHICLE QUEUE ANALYSIS SUMMARY HINGHAM STREET AT COMMERCE ROAD

		2022 B	aseline	2022 Design Year		
Approach	Available Queue Storage Length (feet)	Average Queue Length ¹	Maximum Queue Length ¹	Average Queue Length ¹	Maximum Queue Length ¹	
Weekday Morning Peak Hour						
Eastbound L/T & T/R	>1000	175	552	179	578	
Westbound L/T & T	>1000	67	171	67	184	
Westbound R	75±	28	101	28	109	
Northbound L/T/R	100±	<25	<25	<25	25	
Southbound L	>1000	<25	33	<25	34	
Southbound L/T	225±	<25	33	<25	34	
Southbound R	175±	<25	<25	<25	<25	
Weekday Evening Peak Hour						
Eastbound L/T & T/R	>1000	212	277	218	286	
Westbound L/T & T	>1000	332	432	333	433	
Westbound R	75±	<25	<25	<25	<25	
Northbound L/T/R	100±	<25	<25	<25	<25	
Southbound L	>1000	128	210	128	211	
Southbound L/T	225±	129	211	129	212	
Southbound R	175±	<25	59	<25	79	
Saturday Midday Peak Hour						
Eastbound L/T & T/R	>1000	63	178	126	187	
Westbound L/T & T	>1000	45	131	87	132	
Westbound R	75±	<25	<25	<25	<25	
Northbound L/T/R	100±	<25	<25	<25	<25	
Southbound L	>1000	<25	42	<25	43	
Southbound L/T	225±	<25	42	<25	44	
Southbound R	175±	<25	<25	<25	<25	

¹Average and 95th percentile queue lengths are reported in feet per lane.

As summarized in **Table 9**, under Design Year conditions the average and 95th percentile queue lengths will generally remain within the available storage lengths. The project will result in a change in queue lengths of 1 vehicle or less during the peak hours.

PARKING ASSESSMENT

On-site parking is proposed to include approximately 23 marked spaces with an additional 10 spaces within the adjacent 1001 Hingham Street lot to accommodate the staff parking needs. The proposed parking supply will satisfy the zoning parking requirements of 15 spaces. The onsite parking will be actively managed by a parking attendant if required. The peak parking demand of the facility was calculated based on a theoretical maximum with 72 transactions per hour (see Trip Generation **Table 6**) and average total customer dwell time on-site of (transaction and parking) of approximately 5 minutes. For this assessment, a queue stacking algorithm was applied using the stated parameters (see **Attachments**). The parking assessment result in an average peak parking demand of 16 vehicles (10 employee and 6 patrons) with a maximum demand of 20 vehicles (10 employees and 10 patrons). As shown the parking supply will accommodate the peak parking demands of the Site. This level of parking impact is also supported by empirical data from observations at two (2) stand alone dispensaries in the Commonwealth which both had a peak parking demand of 18 spaces including employees (see **Attachments**). The Proponent will also have a parking management plan in place to monitor parking operations.

SITE CIRCULATION

The Site has been designed to accommodate trash removal operations, delivery operations, and ladder truck vehicle types. AutoTurn® analysis has been conducted for a single unit (SU-30) delivery truck, garbage truck, and the Town's aerial ladder truck. The analysis indicates that Site access/egress, circulation aisles and parking layout provide adequate maneuvering area for these design vehicle types. Supporting AutoTurn® analysis and exhibits are provided to confirm this finding (refer to the **Attachments**).

CONCLUSIONS

In summary, the proposed marijuana dispensary is expected to result in a moderate increase in traffic of 124 vehicle trips or less during the peak hours. Given the cross-connection to the adjacent traffic signal, relative traffic increases that represent an inconsequential change in area roadway volumes that are immaterial to traffic operations along Hingham Street. The parking analysis indicates that proposed parking (23 on-site patron spaces and 10 off-site employee spaces) satisfy the zoning requirement and will be sufficient to support the project.

Recommended improvements include (a) access/site-related improvements; (b)pedestrian and bicycle accommodations, and (c) an opening day plan as follows:

Access/Site Improvements

- □ *Driveway Design*. The driveway design along Hingham Street includes standard commercial driveway 25-foot curb radii to facilitate delivery vehicle and emergency response vehicle maneuverability to/from the Site. Likewise, appropriate STOP signs (R1-1) and STOP line pavement markings that are compliant with the Manual on Uniform Traffic Control Devices (MUTCD) should be installed on both the Hingham Street approach and interconnection to 1001 Hingham Street
- □ Wayfinding Sign. The project will include an internal connection to the office building property at 1001 Hingham Street which will allow access/egress to the site via the nearby traffic signal. This will allow for left turn movements from the Site to utilize the traffic signal during peak travel periods. A guidance sign such as "Traffic Signal Use Rear Exit" or similar should be place on-site to enhance the recognition of the connection to the traffic signal.
- □ Sight Line Maintenance. The sight lines should be cleared and graded with the construction of the proposed site driveway approach to Hingham Street. Any new plantings (shrubs, bushes) or physical landscape features to be located within the project driveway sight lines should also be maintained at a height of 2 feet or less above the adjacent roadway grade to ensure unobstructed lines of sight.

Pedestrian and Bicycle Accommodations

- □ *Pedestrian Accommodations*. The on-site sidewalk will connect the parking areas to the building entranceways.
- □ *Bicycle Accommodations.* A secure bike parking area shall be provided on-site near the building entrance for employees and patrons.

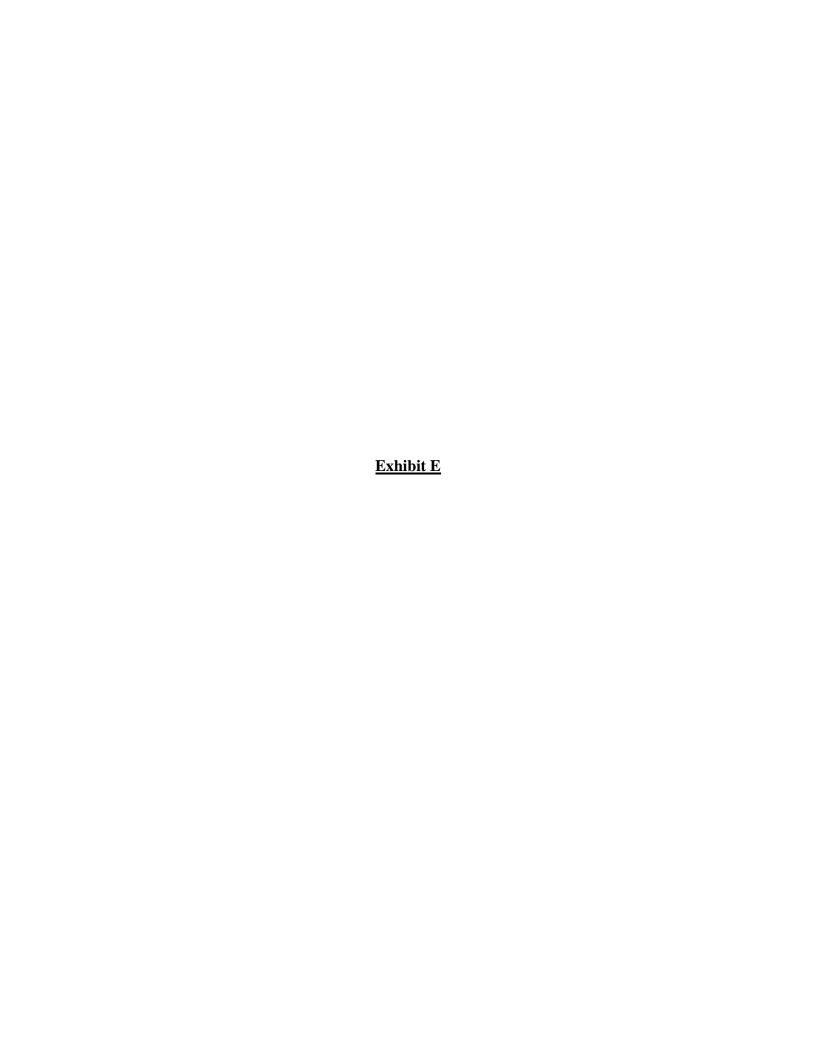
Opening Day/Events Plan

- ☐ The Proponent will implement a customer opening day plan documented in more detail in the application materials (see **Attachments**).
- □ *Customer Processing Time.* Increase facility staff as needed to minimize customer wait times. Also, consider advance/on-line ordering to facilitate in-store processing times through dedicated reservation stations.
- ☐ Implementation of online ordering system, dedicated reservation stations, and a highly efficient check-in process will be used to ensure that customer queues are minimal.



□ *Traffic Management*. Establish a Traffic Management Plan, including Police Details, in preparation for "Grand Opening" conditions.

In summary, MDM finds that incremental traffic associated with the proposed development is not expected to materially impact operating conditions in the study area. The implementation of access/site improvements, pedestrian and bicycle improvements, and the opening day/events plan as outlined under *Recommendations and Conclusions* will establish a framework of minimizing Site traffic impacts.



Opening Day Plan

The Companyshares the Town of Rockland's goals of ensuring that all operations at its proposed facility are designed to optimize local safety, minimize impact to the surrounding neighborhood, and allow the Company to operate harmoniously within the larger Rockland community.

I. Plan Goals

- 1. Ensure the safety of customers, employees, and surrounding abutters.
- 2. Minimize the impact of traffic flow on adjacent businesses and nearby streets.
- 3. Facilitate efficient parking lot operations to minimize back up on adjacent streets.
- 4. Implement efficient appointment systems to reduce initial traffic burdens.
- 5. Provide information to allow customers to get to/from the facility efficiently and safely.
- 6. Promote efficient coordination between Sunnyside, the Rockland Police Department, and the Town of Rockland.
- 7. Establish open lines of communication with abutters and nearby residents and local businesses.

II. Site Plan and Parking

1. Use of Parking Spaces

The Company has access to 23 exclusive spaces on site. Employees will park at an adjacent lot which contains 10 spaces.

2. Suitability of Parking Spaces

As outlined in the enclosed **Traffic Impact Statement**, the Company anticipates that at its peak hour, 92 vehicles will seek to utilize the dispensary parking lot. 23 parking spots are available for use. The Company anticipates that the average customer will be on site for 15 minutes.

Average Transaction Time		Hourly Parking Availability (Assuming 15 min visit)
		23 spaces * 4 turns = 92 spots
turns	Sunnyside's parking lot at its	available for use each hour
	peak hour of operations	

3. Parking Lot Management

For at least the first two weeks of operation and as long as deemed necessary by the Comapany and Town officials, the Company will employ numerous parking lot attendants to allow for the safe and efficient flow of customers in and out of the parking lot. The parking lot attendants will direct customers to available parking spaces to eliminate backups occurring in and out of the lot and assist in ensuring that customers safely traverse the

parking lot when walking in and out of the facility.

III. Interior Facility Capacity and Management

1. Soft Opening Period

Should the Town desire it, the Company will conduct a soft opening for the fledgling weeks of operation by only offering facility access to customers that have made an online reservation via the Company's website. Offering appointment only services will assist in preventing an overflow of customers, mitigating traffic impacts, educating customers about how to safely access the facility, and allowing for efficient operations inside of the retail establishment.

If implemented, the Company will meet with the Town after the first month of operations and determine how long a reservation-only system should be utilized based on demand, traffic, and operations. Should Town officials request that the reservation system be continued, the Company will request monthly follow up meetings.

2. Floor Plan Capacity

The Company's enclosed **Floor Plan** has been designed to accommodate high volume customer counts while optimizing customer experience, and preserving the flow throughout the retail facility.

Oversight over the number of customers in the facility will be the responsibility of security staff stationed at the entry and exit points of the facility. Staff will utilize a digital tally system for an accurate count of who is in the facility at any given time.

IV. Dissemination of Traffic and Parking Information

The Company will be sure to include clearly marked information about appointment-only periods, traffic, and parking for its Rockland facility on its website and social media channels. The Company will provide information about appointment requirements, traffic, and parking in its responses to inbound media requests should it receive any. A map of traffic flows will be provided. The Company will provide the information to the Town of Rockland and the Police Department to post or share at its discretion.

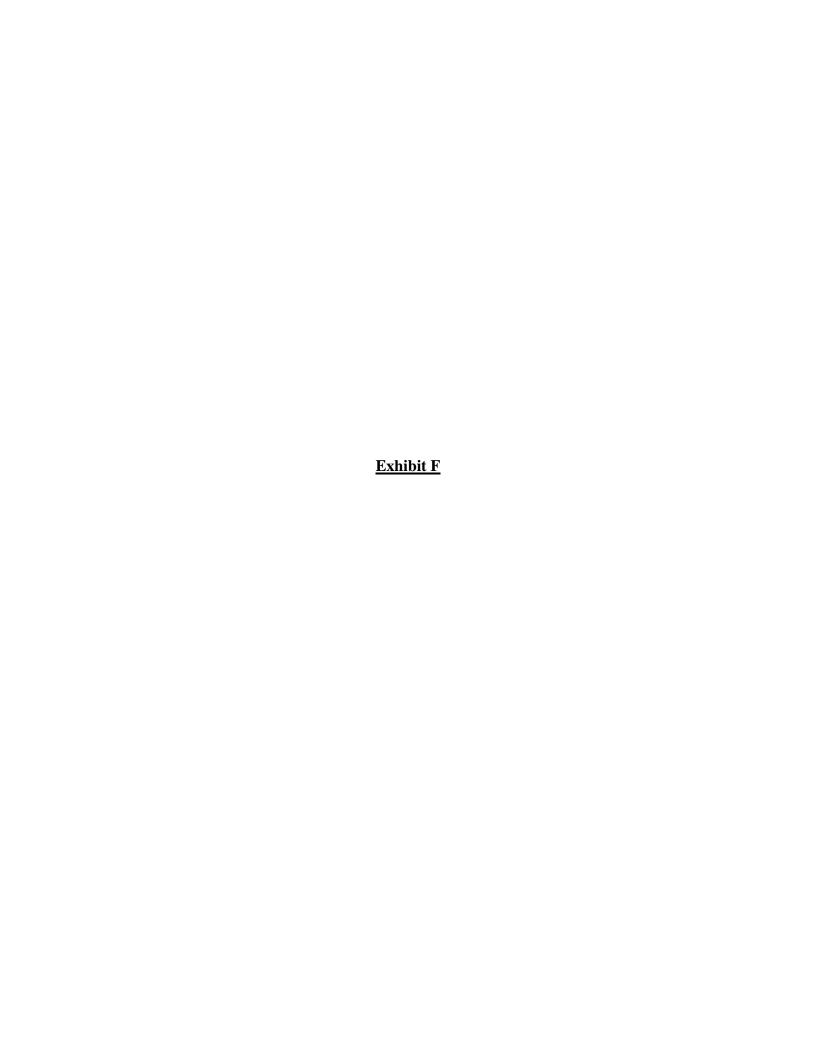
V. Plan Evaluation

The Company respectfully requests the opportunity to meet with representatives from the Town of Rockland and the Rockland Police Department to discuss traffic and queue management at the following times:

- •Prior to opening the facility;
- •One week after opening;
- •Two weeks after opening or as needed in the month following opening;
- •One month after opening;
- •Two months following opening;
- •Six months following opening; and
- •Additionally, at the discretion of the Company, the Town of Rockland, and the Police Department.

VI. Plan Utilization Following Opening Day Period

During any periods of high traffic or higher than expected volume following the opening period, the Company will, independently or at the written request of Town officials or the Police Department, implement measures of the plan to ensure the facility is operating efficiently, safely, and in harmony with the surrounding community.



Rockland Old Exit 14, Inc. Odor Control Plan

The Company will ensure that its establishment shall be ventilated in such a manner that does not allow odor from marijuana to be detected by any persons at the exterior of the establishment or at any abutting properties. No odor-emitting activities will occur on-site. All marijuana and marijuana products will arrive pre-packaged in opaque, odor-resistant packaging then packaged again in an exit bag. At no time will loose marijuana be present within the facility for any reason.

The highest concentration of marijuana and marijuana products will be in the Company's secured vault which will include an advanced carbon filtration system. This carbon filtration system is the industry standard engineering control for odor mitigation in cannabis facilities. The carbon absorbs VOC's (volatile organic compounds) therefore trapping every odor molecule that passes through the filter onto the micro-porous carbon surface. These filters are light weight and incredibly effective at removing the most potent odors.

The General Manager oversees all operations at the proposed site, including odor mitigation. Our team will constantly monitor any odor and will ensure exhaust and filtration systems are running appropriately and any complaints will be investigated immediately and remediated.





Rockland Police Department

490 Market Street Rockland, MA 02370 (781) 871-3890 * (781) 871-3891 Fax (781) 982-8608



<u>Lieutenant Nicholas P. Zeoli</u>

March 14, 2022

Rockland Planning Board Rockland Town Hall 242 Union St. Rockland, Ma 02370

Re: Letter of Support for "Green Rock Cannabis Dispensary" 1015 Hingham St.

Dear Sir;

I recently had the opportunity to review the security plan for the Green Rock Cannabis Dispensary located at 1015 Hingham St. in Rockland. The manager of the facility, Mr. Robert Lally was able to answer all of the questions I had regarding said plan and therefore I am lending my approval in my capacity as Police Lieutenant for the plan as proposed.

I am pleased to see that customers for the facility will be able to utilize the set of lights at Commerce Rd and Hingham St. to enter and exit the facility. It is my recommendation that every effort be made to utilize these traffic lights as the main entry and exit points and that the main driveway in front of the site be limited as a secondary entrance. I am also of the opinion that consideration be given to designate the main driveway in front of the building as a right turn only for vehicles exiting due to the precarious left turn that would be necessary there.

Respectfully submitted,

Lt. Nicholas P. Zeoli



TOWN OF ROCKLAND



Board of Assessors

Town Hall 242 Union Street Rockland, Massachusetts 02370

January 26, 2022

CERTIFIED ABUTTERS LIST OF MAP 4 – PARCEL 11 1015 HINGHAM STREET

BOARD - ZBA

REQUIREMENTS - Abutters, next abutter within 300 ft and directly across a public or private street or way.

CERTIFIED BY:

Annette Murray Administrative Assistant

Parcel ID	Owner	Location	Mailing Street	Mailing City, ST & ZIP
4-11	1015 HINGHAM LLC	1015 HINGHAM ST	80 WASHINGTON ST J-40	NORWELL, MA 02061
4-6	AMR R E HOLDINGS- ROCKLAND LLC	1022-1030 HINGHAM ST	425 PROVIDENCE HIGHWAY	WESTWOOD, MA 02090
4-8	SOUTH SHORE INDUST PARK CORP 20 WINTHROP SQ	0 HINGHAM ST	ATTN A W PERRY INC	BOSTON, MA 02110
4-10	1001 HINGHAM STREET LLC	1001 HINGHAM ST	ATTN RADER PROPERTIES INC	NORWELL, MA 02061
4-14	JUMBO CAPITAL MANAGEMENT LLC TR 1099 HINGHAM ST RLTY TRUST	1099 HINGHAM ST	1900 CROWN COLONY DR SUIT 405	QUINCY, MA 02169
9-33	933 HINGHAM ST LLC	933 HINGHAM ST	933 HINGHAM ST	ROCKLAND, MA 02370
9-36	AKSHAJ HOSPLTY INC LLC ET AL C/O JAMSAN HOTEL MANAGEMNT INC	929 HINGHAM ST	83 HARTWELL AVE	LEXINGTON, MA 02421

Planning Boards: Rockland, Abington, Whitman, Norwell, Hanson, Hanover, Hingham & Weymouth:

Rockland Board of Assessors (Notice of decision only)

The above constitutes a complete list of all parties in interest as found in the most recent tax list, pursuant to Chapter 40A, Section 11, of the General Law.

LIST IS VALID FOR 90 DAYS

THEODHOSI + MICHAEL

Architecture Interior Design Post Office Box 437 Sharon, Massachusetts 02067 781 784 9117 www.theodhosimichael.com

Old Exit 14 Corporation Re: 1015 Hingham Street Rockland Massachusetts February 12, 2022

Theodhosi + Michael performed review of the 1015 Hingham Street area for a determination of the appropriate preferred use of the building at that address. We present the following:

- The Zoning regulations for Rockland were reviewed and excerpts from the proposed amended bylaw buffer requirements are attached
- Zoning is Industrial Zoning District
- A Marijuana Establishment is allowed with limitations in the Town of Rockland Zoning Regulations and Commonwealth of Massachusetts Regulations and you are applying for a Marijuana Establishment allowed by the zoning code at the building constructed at Hingham Street
- Site visits of the structure and surroundings have been performed by Theodhosi + Michael.

No marijuana facility may be located within 300 feet of a school, library, child care facility, park, playground, youth center, video arcade, public swimming pool or similar per existing Rockland Zoning Regulations.

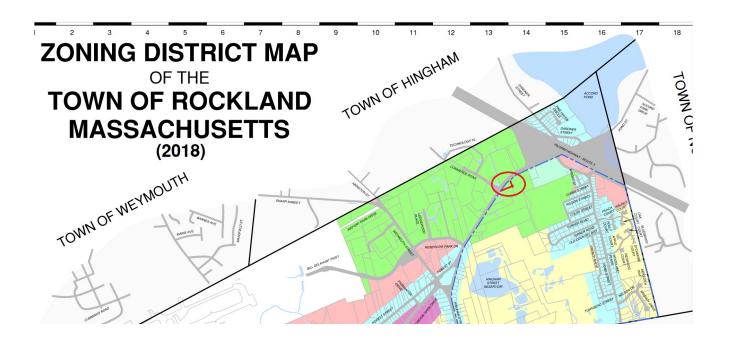
Per Commonwealth of Massachusetts General Laws, Part 1, Title XV, Chapter 94G, Section 5 note the following:

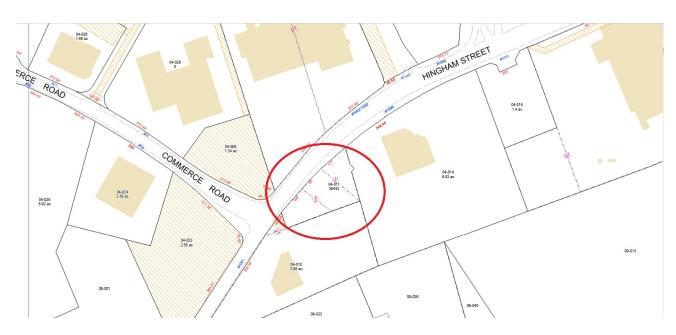
Section 3) the property where the proposed marijuana establishment is not to be within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, unless a city or town adopts an ordinance or by-law that reduces the distance requirement.

In our professional opinion and to the best of our knowledge there is not within 500 feet of the property boundary line of the proposed Marijuana Establishment a private or public school, college, licensed day-care facility, library, park, playground, recreational or athletic fields or facility or similar place where children typically congregate per Rockland Zoning Regulations and the proposed facility will comply with Commonwealth of Massachusetts Requirements and Town of Rockland Zoning Regulations.

Respectfully submitted

James B. Michael Jr, AIA, Architect





ROCKLAND ASSESSOR'S MAP OF SITE

Per Commonwealth of Massachusetts General Laws, Part 1, Title XV, Chapter 94G, Section 5

Section 5: Licensing of marijuana establishments

Section 5. Licensing of marijuana establishments

- (a) Upon receipt of a complete marijuana establishment license application and the application fee, the commission shall forward a copy of the application to the city or town in which the marijuana establishment is to be located, determine whether the applicant and the premises qualify for the license and has complied with this chapter and shall, within 90 days:
- (1) issue the appropriate license; or
- (2) send to the applicant a notice of rejection setting forth specific reasons why the commission did not approve the license application.
- (b) The commission shall approve a marijuana establishment license application and issue a license if:
- (1) the prospective marijuana establishment has submitted an application in compliance with regulations made by the commission, the applicant satisfies the requirements established by the commission, the applicant is in compliance with this chapter and the regulations made by the commission and the applicant has paid the required fee;
- (2) the commission is not notified by the city or town in which the proposed marijuana establishment will be located that the proposed marijuana establishment is not in compliance with an ordinance or by-law consistent with section 3 of this chapter and in effect at the time of application;
- (3) the property where the proposed marijuana establishment is to be located, at the time the license application is received by the commission, is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, unless a city or town adopts an ordinance or by-law that reduces the distance requirement; and
- (4) an individual who will be a controlling person of the proposed marijuana establishment has not been convicted of a felony or convicted of an offense in another state that would be a felony in the commonwealth, except a prior conviction solely for a marijuana offense or solely for a violation of section 34 of chapter 94C of the General Laws, unless the offense involved distribution of a controlled substance, including marijuana, to a minor.

A. Purpose.

- (1) To provide for the placement of marijuana establishments in appropriate places under conditions in accordance with the provisions of M.G.L. c. 94G and in compliance with any state regulations issued hereunder.
- (2) To minimize the adverse impacts of marijuana establishments on adjacent properties, residential neighborhoods, schools, other places where children congregate and other sensitive land uses.
- (3) To regulate the siting, design, placement, security, safety, monitoring, modification and discontinuance of marijuana establishments. B. Applicability.
- (1) Marijuana establishments shall not be established except in compliance with the provisions of § 415-19D and this § 415-38.5.
- (2) Nothing in this section shall be construed to supersede federal or state laws governing the sale and distribution of narcotic drugs.
- (3) If any provision of this section or the application of any such provision to any person or circumstances shall be held invalid, the remainder of this section, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those held invalid, shall not be affected thereby, and to this end the provisions of this section are severable.
- C. General requirements.
- (1) All marijuana establishments shall be contained within a secure building or structure.
- (2) The hours of operation of marijuana establishments shall be set by the Zoning Board.
- (3) No marijuana establishments shall be located within 300 feet of a property boundary line of any lot in use as a private or public school, college, licensed day-care facility, library, park, playground, recreational or athletic fields or facility or similar place where children typically congregate. The distance shall be measured in a straight line from nearest exterior wall of the marijuana establishment/facility or accessory structure associated with said use to the nearest property boundary line of any property in use as a private or public school, college, licensed day-care facility, library, park, playground, recreational neighborhood, athletic fields or facility or similar place where children typically congregate.
- (4) No smoking, burning or consumption of any product containing marijuana or marijuana-related products shall be permitted on the premises.
- (5) Marijuana establishments shall not be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a car, van, truck, trailer cargo container.
- (6) Marijuana establishments shall not have drive-through service.
- (7) No signage shall be permitted that contain designs or symbols that depict or display in any way marijuana products, equipment or plants, or other similar materials.
- (8) No outside displays or storage of marijuana, related supplies or promotional materials are allowed.
- (9) All marijuana establishments shall be ventilated in such a manner that no:

- (a) Pesticides, insecticides, or other chemicals or products used in cultivation or processing are dispersed into the outside atmosphere.
- (b) Odor from marijuana cannot be detected by a person with a normal sense of smell at the exterior of the building.
- D. Special permit requirements.
- (1) A marijuana establishment shall only be allowed by special permit from the Zoning Board in accordance with M.G.L. c. 40, § 9, these Zoning Bylaws, including § 415-89, and subject to the following regulations, requirements and conditions.
- (2) No special permit shall be issued without a site plan approval by the Planning Board pursuant to Article VIII, §§ 415-58 and 415-59. At a minimum said site plan shall meet all dimensional, parking, landscaping and signage requirements.
- (3) Any applicant for a special permit shall have first executed a so-called "host community agreement" with the Town governing the responsibilities of the Town and the marijuana establishment and may include a community impact fee of up to 3% of gross sales to be paid to the Town.
- (4) The special permit shall limit marijuana establishments to one or more of the following uses:
- (a) Marijuana retailer.
- (b) Marijuana product manufacturer.
- (c) Marijuana transportation or distribution facility as conditioned by the Zoning Board with review by the Police Department.
- (5) In addition an application for a marijuana establishment shall include the following:

§ 415-38.5 § 415-38.5

:2

- (a) Name and address with contact phone number and email of owner/applicant of the facility.
- (b) Copies of all approved required licenses and permits (to said same owner of the facility) by the Commonwealth of Massachusetts Cannabis Control Commission and any of its other agencies for the facility.
- (c) Evidence of the applicant's right to use the site as a marijuana establishment by means of a purchase and sales agreement, deed, owner's authorization or lease.
- (d) Proposed security measures for the non-medical marijuana establishments including; lighting, fencing, gates, alarms, surveillance cameras etc., to ensure the safety of persons and products from theft. A letter from the Rockland Police Chief, or designee, acknowledging review and approval of the recreational marijuana retailer facility and its security is required. To extent allowed by law, all such documents submitted by the applicant to the Rockland Police Chief shall be confidential.
- (e) All application requirements for Site Plan approval as specified in §§ 415-58 and 415-59 unless waived by the Planning Board.
- (f) Provide the Police Department with the names, phone numbers and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the

establishment and update that list whenever there is any change in management staff or keyholders.

- (6) A marijuana establishment shall only be permitted hereunder if the proposed marijuana establishment has been properly licensed by the Commonwealth of Massachusetts, maintains compliance with all state licensure requirements during its operations, and is operated in compliance with all state laws and regulations, including without limitation, 950 CMR 500 et seq.,1 which are incorporated herein by reference to the extent that the same do not conflict with permissible local regulations. [Added 5-6-2019 ATM by Art. 13] E. Findings. The Zoning Board shall not issue a special permit to/for a recreational marijuana establishment unless it finds the following:
- (1) The establishment is designed to minimize any adverse impacts on abutters and other parties of interest, as defined in M.G.L. c. 40A, § 11.
- (2) The establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state and local laws and regulations.
- 1. Editor's Note: So in original.
- § 415-38.5 § 415-38.5

:3

- (3) The applicant has satisfied all of the conditions, findings and requirements set forth herein.
- F. Transfer of special permit. A special permit granted under this section shall have a term limited to the duration of the applicant's ownership of the marijuana establishment. A special permit may be transferred only by the approval of the Zoning Board after a public hearing and supported by all updated information required herein.
- G. Abandonment or discontinuance of use. A special permit shall lapse if not exercised within one year of issuance. A marijuana establishment shall be required to remove all materials, plants, equipment and other paraphernalia within three months of ceasing operations.

Per Commonwealth of Massachusetts General Laws Part 1 Title XV Chapter 94G Section 5: Licensing of marijuana establishments

Section 5. Licensing of marijuana establishments

- (a) Upon receipt of a complete marijuana establishment license application and the application fee, the commission shall forward a copy of the application to the city or town in which the marijuana establishment is to be located, determine whether the applicant and the premises qualify for the license and has complied with this chapter and shall, within 90 days:
- (1) issue the appropriate license; or
- (2) send to the applicant a notice of rejection setting forth specific reasons why the commission did not approve the license application.

- (b) The commission shall approve a marijuana establishment license application and issue a license if:
- (1) the prospective marijuana establishment has submitted an application in compliance with regulations made by the commission, the applicant satisfies the requirements established by the commission, the applicant is in compliance with this chapter and the regulations made by the commission and the applicant has paid the required fee;
- (2) the commission is not notified by the city or town in which the proposed marijuana establishment will be located that the proposed marijuana establishment is not in compliance with an ordinance or by-law consistent with section 3 of this chapter and in effect at the time of application;
- (3) the property where the proposed marijuana establishment is to be located, at the time the license application is received by the commission, is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, unless a city or town adopts an ordinance or by-law that reduces the distance requirement; and
- (4) an individual who will be a controlling person of the proposed marijuana establishment has not been convicted of a felony or convicted of an offense in another state that would be a felony in the commonwealth, except a prior conviction solely for a marijuana offense or solely for a violation of section 34 of chapter 94C of the General Laws, unless the offense involved distribution of a controlled substance, including marijuana, to a minor.



HOST COMMUNITY AGREEMENT

FOR THE SITING OF A MARIJUANA ESTABLISHMENT FOR USE AS A RETAIL FACILITY IN THE TOWN OF ROCKLAND

THIS AGREEMENT (the "Agreement") entered into this 15th day of February 2022 by and between the Town of Rockland, acting by and through its Board of Selectmen, with a principal address of 242 Union Street, Rockland, Massachusetts 02364 (hereinafter the "Town") and Old Exit 14, Inc., a Massachusetts corporation with a principal office address of 1015 Hingham Street, Rockland, MA 02370 (hereinafter "Company").

WHEREAS, the Company wishes to locate a licensed Adult Use/Medical Marijuana Establishment for use as a Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer in the Town at 1015 Hingham Street Rockland, Massachusetts 02370 (hereinafter the "Establishment") in accordance with Chapter 55 of the Acts of 2017 (the "Act"), and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations, as may be amended;

WHEREAS, Company, notwithstanding any exempt status, intends to pay all local taxes attributable to its operation, including sales taxes and real estate taxes on the space within which the Establishment is located:

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Town, and intends to provide certain benefits to the Town over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of 935 CMR 500, et seq., and of G.L. c.94G, § 3(d), as established in the Act, applicable to the operation of the Establishment as a Retail Marijuana Establishment in the Town;

NOW THEREFORE, in consideration of the provisions of this Agreement, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Town agree as follows:

1. Community Impact.

The Town anticipates that, as a result of the Company's operation of the Establishment, the Town will incur additional expenses and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services and public health services, in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the financial impact upon the Town and use of Town resources, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Payments").

2. Annual Payment.

In the event that the Company obtains a Final License, or such other license and/or approval as may be required, for the operation of the Establishment in the Town by the Massachusetts Cannabis Control Commission (the "CCC"), or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which said permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payment for each year this Agreement is in effect; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

- a. Company shall make Annual Payments in an amount equal to three percent (3%) of its gross revenues from marijuana and marijuana product sales at the Establishment for the period from the opening date (the "Opening Date.") to the first anniversary of the Opening Date and for each one (1) year period thereafter. The minimum Annual Payment shall be One Hundred Thousand and 00/100 (\$100,000.00) Dollars and the maximum Annual Payment shall be Five Hundred Thousand and 00/100 (\$500,000.00) Dollars.
- b. In the first year of operation, the Annual Payment shall be paid in two payments. The first payment shall be in the amount of Twenty Five Thousand and 00/100 (\$25,000.00) upon commencement of sales at the Establishment in Town. The second payment shall be the balance of the three percent (3%) of gross sales but in no event less than the balance of the minimum One Hundred Thousand and 00/100 (\$100,000.00) Dollars or more than the maximum Five Hundred Thousand and 00/100 (\$500,000.00) Dollars. The second payment representing the balance of the Annual Payment shall be due no later than sixty (60) days after the first anniversary of the Opening Date.

- c. In the second, third, fourth and fifth years of operation: the three percent (3%) of the gross sales of marijuana and marijuana products sales at the Establishment in each year of operation shall be paid in two (2) six (6) month segments; the first, covering the first six (6) months of the operating year, measured annually from the Opening Date, shall be paid within two hundred and forty (240) days from the start of the year of operation and the balance, covering the second six (6) months of the operating year, to be paid within sixty (60) days after the end of the year of operation. In no event shall the semi-annual payments be less than Fifty Thousand and 00/100 (\$50,000.00) Dollars or more than Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars consistent with the annual minimum and maximum Annual Payments set forth above.
- d. With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.

3. Payments.

The Company shall make the Annual Payments set forth in Paragraph 2, above, to the Town of Rockland. The Town shall utilize said payments in accordance with applicable law and for the purposes of addressing the potential health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Annual Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Payments at its sole and absolute discretion.

Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local drug abuse prevention/treatment/education programs.

4. Other Payments.

The Company anticipates that it will make purchases of water, and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

5. <u>Education and Prevention Programs; Food Pantry; Local Sports and Youth Activities;</u> Veterans' Organizations.

The Company, in addition to any other payments specified herein, shall annually contribute to the sum \$20,000 to local Rockland non-profit entity or entities selected by the Board of Selectmen for the purposes of drug abuse prevention/treatment/education programs, local food pantry/food bank; and/or local veterans' organizations (the "Annual Donations.").

6. Annual Filing.

The Company shall notify the Town when the Company commences sales at the Establishment and shall submit annual financial statements to the Town on or before May 1, which shall include certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement, in addition to a copy of its annual filing as a business entity, if any, to the Massachusetts Secretary of the Commonwealth's Corporations Division and/or Cannabis Control Commission. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth to obtain and maintain a license for the Establishment. The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

7. Re-Opener/Review.

In the event that the Company enters into a host community agreement for a Retail Marijuana Establishment with another municipality in the Commonwealth of Massachusetts that contains terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

8. <u>Local Taxes</u>.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the

taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

9. Community Support and Additional Obligations.

- a. Local Vendors To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment.
- b. Employment Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts to hire Town residents.
- c. Approval of Manager If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 105 CMR 725.030, or such other state regulations, as the case may be, of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Board of Selectmen, shall consider such information for approval within thirty (30) days following submittal to determine, in consultation with the Rockland Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.
- d. Educational Programs Company shall provide staff to participate in a reasonable number of Town-sponsored educational programs on public

health and drug abuse prevention, and to work cooperatively with other Town public safety departments not mentioned in the Agreement.

10. Support.

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a Certificate to operate the Establishment, where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application submitted by the Company, in any particular way other than by the Town's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them. The Town agrees to use reasonable efforts to work with Company, if approved, to help assist the Company on their community support and employee outreach programs. This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

11. Security.

- a. The Company shall maintain security at the Establishment at least in accordance with the security plan presented to the Town and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring dispensary agents to produce their Agent Registration Card to law enforcement upon request.
- b. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to

- provide an unobstructed view in each direction of the public way(s) on which the Establishment is located.
- c. Company agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any antidiversion procedures.
- d. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Establishment.
- e. The Company shall promptly report the discovery of the following to the Town's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

12. Improvements to the Establishment Site.

The Company shall make capital improvements to the site at which the Establishment is located such that the property will match the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses. Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

13. On-site Consumption.

The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Establishment.

14. Term and Termination.

This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates the Establishment or any similar Marijuana Establishment within the Town, or five (5) years from the date of this Agreement, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under section 2 c. above. The Town may terminate this Agreement at any time.

15. <u>Failure to Locate and/or Relocation</u>.

This Agreement shall be null and void in the event that the Company shall (1) not locate a Retail Marijuana Establishment in the Town, in which case, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement or (2) relocate the Establishment out of the Town. In the case of relocation out of Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of operation within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company. If, however, the Establishment is relocated out of the Town prior to the second anniversary of the date of this Agreement, the Company shall pay the Town as liquidated damages an amount equal to ten thousand dollars (\$10,000) in consideration of the expenditure of resources by the Town in negotiating this agreement and preparing for impacts.

16. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Plymouth County

17. Amendments/Waiver.

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

18. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

19. Successors/Assigns.

This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, which shall not be unreasonably withheld, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

20. Headings.

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

21. Counterparts.

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

22. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

23. Entire Agreement.

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

24. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To Town:

Chairman, Board of Selectmen, Town of Rockland

242 Union Street Rockland, MA 02364

With a copy to: Town Administrator, Town of Rockland and Chief of Police, Town of Rockland

To Company:

Old Exit 14, Inc. 1015 Hingham Street Rockland, MA 02364

25. Retention of Regulatory Authority.

By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

26. Third-Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Company.

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

TOWN OF ROCKLAND By its BOARD OF SELECTMEN

Michael Daughlin
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Jany J. R. Ca
Defante Topapam
To the state of th

OLD EXIT 14, INC. By its Duly Authorized Representative

Robert W.	Lally Jr.
Signature	0 0

Robert W. Lally Jr.
Printed Name

CEO

Title

Rockland Board of Selectmen 242 Union Street Rockland, MA 02370

March 11, 2022

To the Rockland Board of Selectmen,

This is to inform you that Old Exit 14, Inc. is now Rockland Old Exit 14, Inc. The State did not accept the previous name because it was too similar to an existing name. Rockland Old Exit 14, Inc. has successfully organized in Massachusetts. Please see the attached Certificate of Good Standing issued by the Secretary of the Commonwealth. This is a de minimus change; nothing else about the company has changed. The ownership, purpose and place of incorporation remains the same.

We respectfully request that the Board of Selectmen accept this name change and incorporate it by reference into the Host Community Agreement that was approved by this Board on February 15, 2022. Thank you.

Regards,

Rob Lally, President

Rockland Old Exit 14, Inc.

38 Rice Street

Wellesley, MA 02481

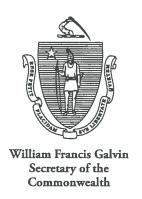
(617)699-3719

Lallyrob@gmail.com

Unanimously approved by the Rockland Board of Selectmen on 3/15/2022.

Douglas Lapp

Rockland Town Administrator



The Gommonwealth of Massachusetts Secretary of the Commonwealth State House, Boston, Massachusetts 02133

March 8, 2022

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

ROCKLAND OLD EXIT 14, INC.

is a domestic corporation organized on March 2, 2022, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

Vien Travino Galicin

Processed By: sam



TOWN OF ROCKLAND

Planning Board

Town Hall 242 Union Street Rockland, Massachusetts 02370

Telephone: 781-871-1874 x1196

Fux:

781-871-0386

E-mail:

planningboard@rockland-ma.gov

TOWN OF ROCKLAND PLANNING BOARD **Decision of Hearing**

APPLICANT:

JAMES RADAR, CHEBOYGAN PROPERTIES, LLC

HEARING DATE (S):

July 28, 2020 & August 25, 2020

BOARD MEMBERS PRESENT AT THE JULY 28, 2020 HEARING(S): Michael Corbett, Chairman; John Lucas and Randy Hoblitzelle (absent Charles Williams & Jared Valanzola).

BOARD MEMBERS PRESENT AT THE AUGUST 25, 2020 HEARING(S): Michael Corbett, Chairman; Charles Williams; John Lucas; and Jared Valanzola (absent Randy Hoblitzelle).

SUBJECT:

Site & Design Review James Radar, Cheboygan Properties (Map 4 Lot 11)

LOCATION:

1015 Hingham Street

You are hereby notified that after careful consideration of your application the Rockland Planning Board voted:

()to deny the application

(XX) to approve the application for Site & Design Plan subject to the conditions hereto annexed.

FILING DATE OF DECISION:

8/26/2020

DECISION: On August 25, 2020 the Board voted 4-0 in favor - to approve the Site & Design Plan for the Building with the following Planning Board conditions: (also see attached ZBA Decision).

I. Waiver Requests Approved:

- 1. The proposed drain pipe is specified to be high-density polyethylene (HDPE). Use of HDPE pipe requires a waiver from R&R §III.C.2.e.1.
- 2. As noted above, there is a subsurface infiltration system proposed. Use of subsurface infiltration systems require a waiver from R&R §III.C.2.f.1.

II. General Conditions (PENDING):

- 1. Get replies from Water/Sewer & Fire Department.
- 2. Confirmation with Highway on Granite Curbing.
- 3. Send proof of easement agreement.
- 4. Check with the ZBA see if they need you to go back.
- 5. Send updates to Planning Board and replies from Water/Sewer/Fire Department & Highway.

III. General Conditions:

- 1. The Applicant will submit a construction schedule and attend a preconstruction meeting with the Chairman of the Planning Board; Town of Rockland's designated engineer, and with its construction managers. Notice of the meeting shall be given to the Conservation Chairman and Building Commissioner.
- 2. The Applicant is required to provide the Chairman of the Planning Board and the Town of Rockland's designated engineer a minimum of 48 hours of notice prior to the beginning of construction.
- 3. A Dig Safe number and date of work will be supplied to the Chairman of the Planning Board prior to the beginning of construction. Information may be sent electronically.
- 4. That any modification of the plans cited above which modification is substantially different from the plan presented at the public meeting, shall be submitted to the Planning Board to be reviewed and accepted by the Board prior to any construction commencing.
- 5. That prior to an Occupancy Permit being issued by the Building Department, an "As Built" plan prepared by a Registered Civil Engineer shall be submitted to the Planning Board for its approval; such plan shall bear the following certification: "I certify that this project has been constructed in conformance with the approved plan and that any changes from said plan have been previously approved by the Rockland Planning Board."
- 6. If necessary, during construction the Applicant is required to control erosion. Silt sacs shall be installed in all catch basins in the area of construction. The silt sac shall be cleaned as necessary. All disturbed areas must be stabilized prior to November 30 during construction to prevent erosion during the winter months.
- 7. The Applicant is required to begin construction within two (2) years from the time of the Site Plan approval. The Applicant will have to return to the Planning Board for any time extensions after the two years.
- 8. The Applicant is required to keep all roadways free and clear of debris at the discretion of the Rockland Highway Superintendent during construction.
- 9. All Road Opening requirements are at the discretion of the Rockland Highway Superintendent.

- 10. The Applicant shall comply with any and all permits required by the Town of Rockland relating to construction of this project.
- 11. The Town's representative from Planning Board or its successor, including the Town's designated engineer shall be permitted to access the property for the purposes of reviewing the work and progress of the work during construction.
- 12. During construction the Applicant shall schedule inspections of the drainage system with the Planning Board's consulting engineer. Inspections shall include the following:
- A. Bottom of all excavated areas for drainage structures.
- B. After all drainage pipe installation and before backfill
- C. Top of fill replacement area
- 13. The Applicant will have the town engineer inspect all drainage basins, and landscaping during and upon completion of work.
- 14. The applicant will be responsible for engineer cost incurred for the preconstruction meeting, drainage inspections, scheduled inspections, final inspection and As-built review.
- 15. A signed plan and Rockland Planning Board Certificate of Action is to be on-site during construction.
- 16. Approval of the Planning Board Site Plan does NOT constitute approval of any other Rockland Board or Commissions. Approval does not include any town department that will require additional review or permitting.

ANY PERSON AGGRIEVED BY THIS DECISION MAY APPEAL TO THE SUPERIOR COURT DEPARTMENT FOR PLYMOUTH COUNTY BY BRINGING ACTION WITHIN TWENTY (20) DAYS AFTER DECISION HAS BEEN FILED IN THE OFFICE OF THE TOWN CLERK.

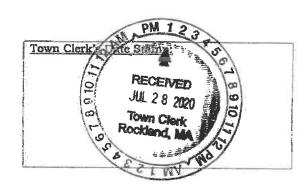
Michael Corbett, Chairman

DATED: 8/26/2020

This S	pace	is F	or R	egistry	of	Deed	s On	v:

ROCKLAND ZONING BOARD OF APPEALS 242 UNION STREET ROCKLAND, MASSACHUSETTS 02370 E-mail: zoning@rockland-ma.gov

Phone: (781) 871-1874 extension 1195



CASE NO.: 2020-01

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

(Zoom Hearing)

Notice is hereby given that a Public Hearing will be held on at 7:30 P.M. on April 21, 2020 and continued to May 19, 2020 and June 16, 2020 in the Lawrence J. Chaffee Hearing Room, (Lower Level), 242 Union Street, Rockland, MA on the petition submitted by Cheboygan Properties, LLC, 80 Washington Street, Suite J40, Norwell, MA 02061 to allow the construction of a 5,008 s.f. single story retail building with 22 parking spaces on the site located at 1015 Hingham Street, Rockland, MA 02370. The Applicant is seeking a Special Permit as per §415-89 - special permits, §415-16.c.15 - uses requiring a Special Permit, §415-89.1 - zoning variances and §415-22 - building and lot regulations. The owner of the property is 1099 Hingham Street Realty Trust, c/o Jumbo Capital Management LLC TR, 1900 Crown Colony Drive, Suite 405, Quincy, MA 02169. The site is in an H-1 zone and is further identified as Lot #11 on the Rockland Assessor's Map #4. A copy of this application is on file in the Town Clerk's office and is available for inspection during regular office hours.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

Meeting held on April 21, 2020 via zoom: (Special Permit and Variance Request)
ATTENDANCE: Board Members: Chairman Robert C. Rosa III, Vice-Chairman
Gregory Tansey, Timothy Haynes, David Saucier and Charles Heshion. Associate
Member: Robert Baker.

Also present was Land Use Counsel Robert W. Galvin and Building Commissioner/Zoning Enforcement Officer Thomas Ruble.

Attorney Galvin stated that Mr. Saucier has a business relationship with the Applicant and that Mr. Saucier recuses himself from this hearing.

MEMBERS VOTING: Robert C. Rosa, Gregory Tansey, Timothy Haynes, Charles Heshion and Robert Baker.

<u>DISCUSSION:</u> The Chairman stated that Applicant is seeking a Special Permit and Variance to allow construction of 5,008 square foot single story retail building with 22 parking spaces on site located at 1015 Hingham Street, Rockland, MA.

The Chairman stated that for those who do not know, Mr. Stan Cleaves has decided to step down from the Board – he will be a loss to the Zoning Board and wishes he could have said thank you to him.

Mr. Don Bracken introduced himself and puts his plans that he has back on the screen and zooms in to show the location of the store - just before you get to set of lights on Commerce Road - vacant lot surrounded by existing commercial properties. Mr. Bracken testified that the property is just over 5,000 square feet; parking summary - 1 space per 300 square feet requires 17-21 spaces in total they have 22 spaces - wetlands causing issue with 10 foot buffer; they meet all parking requirements for dimensions- rest of spaces meet setbacks; building facing street on the side there will be parking spaces then in the back. Mr. Bracken testified that they will provide reinforced turf with a gate - signage for emergency access only. Mr. Bracken testified that they are focusing on variances requested side lot line which is a 30 foot buffer - they are proposing a 15 foot buffer; the rear lot line needs 30 feet - they are requesting 27.5 feet. Mr. Bracken testified that in the application they put in a pretty lengthy variance request as a whole - these requests do not affect the zoning district. Mr. Bracken testified that if you look at other lots, no other lot in the area is similar. Mr. Bracken testified that the other item he wants to point out is the sections where requesting variances is 5% of the building in its entirety. Mr. Bracken testified that the flood zone goes through the rear portion of the lot. Mr. Bracken testified that in summary, the surrounding lots Page Three of Twelve

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

in zoning district are larger, other lots not as restrictive - they feel that their request solely affects this parcel and not others.

The Chairman asked the Board members if they have any questions.

Mr. Tansey testified that on the south lot line – it does not seem to have the 10 foot buffer between the pavement. Mr. Bracken testified that there is a buffer but Mr. Tansey is correct, it does not appear to have 10 feet in that area. Mr. Tansey

testified that he suggests that the Applicant submit a variance for relief from that 10 foot buffer as well.

Mr. Haynes asked the Applicant about snow removal as he could not find anything in the By-law, but typically not letting it be off pavement – appears per plans all snow removal is on soil and not on the pavement.

The Chairman stated, yes Tim is right – to stay consistent, it always has been required to be on a paved surface.

Mr. Haynes replied, ok, so it is not on this site plan are we going to talk about the use/special permit at this point – his big questions is he does not see if for a use requirement.

The Chairman stated it says under the I-2 that everything under H-1 is under I-2.

Mr. Haynes asked the Chairman, so are you saying that a use that is permitted in I-2 is applicable in H-1?

The Chairman points out where the use requiring a special permit is such as supermarket and/or other general retail stores under 415-16.C.15 (page 33) in old red book and page 28 in new book.

Mr. Haynes replied, so we are saying it is not allowed as a special use in H-1 because it is allowed in I-2 - it is ok for H-1?

The Chairman stated after reading the By-law that is how he interprets that.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

Attorney Galvin stated that he has not been asked this question before about this district and is looking at it now – he feels that Rob has a reasonable interpretation of it.

Mr. Haynes testified and stated after reading it as these uses in I-2.

Attorney Galvin stated he feels it does apply, but not the uses – the uses would require a Special Permit; in this district there are 5 uses by right- then Special Permit. Attorney Galvin stated that he wants more detail on the proposed use from the Applicant.

The Chairman stated to the Applicant, when you say general retail what are you looking to get in there.

Mr. Rader testified that right now, they do not have a use for the building; his expectation is that it is going to be a typical retail use but to define if it is a coffee shop/clothing store/ shoe store, they cannot as they do not have anyone lined up to go into the building yet – his vision is once they build it they will come.

Attorney Galvin stated that coffee shops are an allowed use. Attorney Galvin stated that he feels that the Applicant would be allowed to engage in any tenant to occupy for what is allowed by right and the Board can certainly approve the building and subject it to the use regulations of the district.

The Chairman asked for clarification of the H01 zone only – uses that are applicant not the I-2.

Attorney Galvin stated that he feels the dimensional regulations/other regulations apply – the language does not expand the permissible usage. Attorney Galvin stated to the Chairman that he feels the Board could approve the building if inclined to do so and the Applicant can come in once a tenant comes in and apply for a Special Permit.

The Chairman stated is he find with that.

Mr. Haynes needed to clarify that it is not possible for them to grant the special permit if the uses are not permissible.

The Chairman replied, correct, that seems to be the answer.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

Mr. Bracken testified that was not their interpretation, they felt it could be allowed by Special Permit; he will need to consult with the Applicant to see if he wishes to withdraw the Special Permit.

Attorney Galvin stated that they can deny without prejudice for the Special Permit for retail use so the Applicant can come back as a later time.

Mr. Rader replied, he is ok with that.

Mr. Heshion testified that the questions on the snow storage and topography flowing into the wetlands, all have been answered; but regarding the dumpsters – would he consider berming that area since they are near the wetlands. Mr. Bracken testified that with regards to snow storage – we will have to submit to conservation commission but they are happy to designate areas on pavement – can address that on a site plan – there is a curve at the dumpster and all the run-off has to go through the drainage systems – none of that goes through the wetlands.

Mr. Baker asked the Applicant where is the stormwater run-off going to. Mr. Bracken testified after looking at the plan – roof run off goes into subsurface leaching area – draining into catch basis that go into wet swale – some flow allowed to go into the wetland in the southeast Mr. Baker testified that he wants to know if they are tying into the wetlands on Hingham Street as the building on here is designed to have clean groundwater because a 21E was done across the street. Mr. Bracken testified that he was not aware – before the property is purchased another 21 E could be conducted.

Mr. Rader testified that they had Green Environmental do evaluation of the property and goes back in the records the plan for filtering the water to treat the ground water has been signed off by the state – has been 15 years and they feel the issue has been adequately dealt with.

Mr. Baker referred to the emergency entrance/exit – is that going to have breakaway gate if the Fire Department needs to get there – could because he feels that if traffic backs up they will cut through the parking lot to get to the Highway. Mr. Bracken testified that they feel it is good for the Town to keep that open and have another means of opening in that traffic area. Mr. Baker asked the Applicant if they have permission from the owners of the property to allow that to happen. Mr. Bracken testified that he has ownership interest in that building and represents them.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

The Chairman asked the Applicant if there will be a formal easement deed/plan drafted up; sheets 3 of 4 substantial grading/drainage/construction over the property line – would need to have sort of an easement there for future purposes.

Mr. Bracken testified that there will be a formal easement drafted that will give them access rights and perpetuity.

The Chairman asked the Applicant if there is any reason why they cannot shrink the building to make it fit and meet the setbacks. Mr. Bracken testified that they have done several schemes that it would be un-rentable and given the only two people impacted, the Applicant to the rear and seller who is selling land to the east, neither one are opposing the variance request.

The Chairman asked Mr. Ruble is he has any questions.

Mr. Ruble testified that pretty much everything has been answered – traffic study ok – on site plan the Fire Department or Pat Brennan seen this are they ok with this/he would like a letter from both Pat and Fire Department to give it a blessing.

Mr. Bracken testified that Pat will be reviewing this, but have not submitted it to the Fire Department, but will do so.

Attorney Galvin stated he has nothing further to add.

The Chairman opened the public hearing to the public. No one is here.

Mr. Baker testified that he has one more item – no salt area in parking lot – it is in a zone b and would be restricted to not use any salt – would like a sign at entrances no salt area.

Mr. Bracken testified that he would like to ask for a continuance to modify the Application to remove the special permit request and amend site plans.

Attorney Galvin stated that the new variance would need to be advertised and combined with the continuance on same night.

The Board discussed May 19th continuance at 7:30 P.M.

The Chairman asked Mr. Bracken if he could submit plans via pdf.

Page Seven of Twelve

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

The Chairman asked the Board if they had any other issues.

MOTION: Mr. Heshion made a motion to continue the hearing. Mr. Baker seconded the motion. The vote of the Board was unanimous (5-0).

Roll Call Vote: Mr. Tansey - yes, Mr. Rosa - yes, Mr. Haynes - yes, Mr. Heshion - yes and Mr. Baker - yes.

Attorney Galvin stated that he would need the new application filed with the Town by the end of this week for it to be advertised properly.

Meeting held on May 19, 2020 via Zoom:

ATTENDANCE: Board Members: Chairman Robert C. Rosa III, Timothy Haynes, and Charles Heshion. Associate Member: Robert Baker. ABSENT: Gregory Tansey. David Saucier (conflict with hearing)

Also present was Land Use Counsel Anthony Riley of Galvin and Galvin and Building Commissioner/Zoning Enforcement Officer Thomas Ruble.

MEMBERS VOTING: Robert C. Rosa, Timothy Haynes, Charles Heshion and Robert Baker.

<u>DISCUSSION:</u> The Chairman read the continuance notice. The Chairman stated that the Board did not receive paperwork in a timely fashion for advertising an amended application with revised plans for this hearing date, therefore the Board has to vote to continue the hearing until June 16, 2020 for proper advertising.

MOTION: Mr. Baker made a motion to continue the hearing to June 16, 2020 at 7:30 P.M. Mr. Heshion seconded the motion. The vote of the Board was unanimous (4-0).

Roll Call Vote: Mr. Rosa - yes, Mr. Haynes - yes, Mr. Heshion - yes and Mr. Baker - yes.

Attorney Riley stated that the previous public hearing can be withdrawn; the Board needs to see the easement agreement by drafting a copy and making up a list of all email lists.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

MOTION: Mr. Baker made a motion to adjourn the meeting. Mr. Heshion seconded the meeting. The vote was unanimous (4-0).

Roll Call Vote: Mr. Rosa - yes, Mr. Haynes - yes, Mr. Heshion - yes and Mr. Baker - yes.

Meeting held on June 16, 2020 via Zoom: (Variance Request - amended application)

The Rockland Zoning Board of Appeals hereby gives notice, in accordance with Mass. Gen. L. c.40A §11 that a virtual (remote) Public Hearing will be held at 7:30 P.M. on June 16, 2020 on the amended petition submitted by Cheboygan Properties, LLC, 80 Washington Street, Suite J40, Norwell, MA 02061 to allow the construction of a 5,008 s.f. single story retail building with 22 parking spaces on the site located at 1015 Hingham Street, Rockland, MA 02370. The Applicant is seeking a dimensional variances per §415-89.1 - zoning variances; §415-22 - building and lot regulations and §415-22 A.2.d - parking area setbacks. The owner of the property is 1099 Hingham Street Realty Trust, c/o Jumbo Capital Management LLC TR, 1900 Crown Colony Drive, Suite 405, Quincy, MA 02169. The site is in an H-1 zone and is further identified as Lot #11 on the Rockland Assessor's Map #4.

A copy of the amended petition is available upon request electronically from the Town Clerk 781-871-1874 ext. 1 or Zoning Board of Appeals 781-871-1874 ext. 1195 and persons interested in this petition can also submit written comments or questions to: Zoning Board of Appeals, 242 Union Street, Rockland, MA 02370 or email the Zoning Board: zoning@rockland-ma.gov.

ATTENDANCE: Board Members: Chairman Robert C. Rosa III, Vice-Chairman Gregory Tansey, Timothy Haynes, and Charles Heshion. Associate Member: Robert Baker. ABSENT: David Saucier (conflict with hearing)

Also present was Land Use Counsel Anthony Riley of Galvin and Galvin and Building Commissioner/Zoning Enforcement Officer Thomas Ruble.

Other attendees via zoom: James Rader and Don Bracken.

<u>DISCUSSION:</u> The Chairman of the Zoning Board read the posted continuance notice.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

The Chairman let the members know that Dave Saucier gave his resignation to the Board.

The Chairman asked Attorney Riley if they have to close the previous meeting as it was left open but they brought in an amended petition. Attorney Riley stated it is ok to continue as is. The Chairman stated that the amended application is no longer a special permit and Applicant is only asking for variances and nothing else is to be discussed except the variances.

Mr. Bracken testified by letting the Board know about the amendment – 10 foot setback; did revised plans; application says 22 parking spaces and plans have been

revised to reflect 23 spaces. Mr. Bracken pulled out the plan to remind everyone exactly where they are looking for variances. Side yard variance – 30 feet to 15 feet; 30 feet to 27 feet – shows area that requires relief from setback for two parking areas.

The Chairman opened the meeting to the ZBA members for discussion.

Mr. Baker asked if we got a copy of the easement agreement. Mr. Bracken testified that right now it's a proposed easement and not under full agreement yet.

Mr. Tansey testified that he has no questions regarding the easement or variance.

Mr. Heshion testified that he only has a question on the easement and not the variance.

Mr. Haynes testified he has no questions.

The Chairman asked the Applicant regarding the easement – the egress that goes over the property line – is that only used for emergency or 24 hour access through there. Mr. Bracken testified that he is looking for 24 hour access and have hired a traffic consultant.

Mr. Heshion asked Mr. Bracken who has the ownership with the easement. Mr. Bracken replied, yes, Jim Rader the Applicant does.

The Chairman asked the Applicant what the bump out on the back of the building is proposed to be. Mr. Bracken testified that will be used for storage and utility

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

rooms. The Chairman asked the Applicant if they could slide that bump out to get the 30 feet. Mr. Bracken replied, yes, but they are as tight as they can be in order to be able to construct the building as it is; justification to the variance is that the wetland is related to topography – pinched area.

The Chairman asked Mr. Ruble if he had any questions. Mr. Ruble testified that he has no issues until he sees the drawings.

The Chairman asked Attorney Riley if he had any questions. Attorney Riley replied,

The Chairman opens the meeting to the general public. There was no attendance from the public.

The Chairman asked the Board if they had any further questions.

The Chairman read the decision process.

Mr. Baker made a motion to close the public hearing. Mr. Heshion seconded the motion. Roll Call Vote: Mr. Rosa – yes, Mr. Tansey – yes, Mr. Haynes – yes, Mr. Heshion – yes and Mr. Baker – yes.

The Chairman stated that the open portion of the meeting is closed.

DELIBERATION:

Mr. Heshion testified that as far as the variance, he feels it is a unique lot and does not see a problem with it.

Mr. Baker testified that they did a good job keeping it out of the wetlands.

<u>VOTE ON DECISION</u>: Mr. Tansey made a motion to grant the variance with the following conditions. Mr. Heshion seconded the motion. The vote of the Board was unanimous (5-0). Roll Call Vote: Mr. Rosa – yes, Mr. Tansey - yes, Mr. Haynes – yes, Mr. Heshion – yes and Mr. Baker – yes.

CONDITIONS:

1). Upon completion of construction site an As-Built will be required;

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

- 2). Agreement of Easement Draft Copy upon approval of Planning Board and Conservation and upon Certificate of Occupancy the Applicant shall provide a recorded copy of easement agreement to the Building Commissioner and Zoning Board of Appeals;
- 3). Finalized plan is to be submitted to the Zoning Board once the Applicant has been before the Planning Board and Conservation Commission for approval finalized design plan in agreement for all boards;
- 4). A copy of this decision shall be filed with the Registry of Deeds and proof of recording shall be given to the Building Department.

REASONS FOR DECISION:

Upon motion duly made and seconded, the Board found that the applicant is seeking variances for relief from parking lot setbacks at the rear of the lot as well as a 2.4' variance for the rear building setback.

The Board found that the lot shape and topography are unique to this parcel.

The Board found that the location of the structure on the lot, width of the lot and the setback from the street is a condition that specifically effects the lot and does not effect the zoning district as a whole.

The Board found that the variance would not derogate from the intent or purpose of the Zoning By-law or be detrimental to the public good and would be in harmony with the surrounding neighborhood.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK.
THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH
COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A BUILDING PERMIT
FROM THE BUILDING DEPARTMENT AND PROOF OF RECORDING MUST BE
FILED WITH THE BUILDING COMMISSIONER.

NOTE:

This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk. Page Twelve of Twelve

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

Chapter 40A, Section 11, states that in part, that no variance or Special Permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed.

* This Board certifies that copies of this decision have been filed with the

Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS

Robert C. Rosa III Chairman

TOWN CLERK, ROCKLAND, DEC 90 2020 AH10:30

1015 Hingham St

ROCKLAND ZONING BOARD OF APPEALS
242 Union Street, Rockland, Massachusetts 02370
Phone: 781-871-1874 extension: 1195
Email: zoning@rockland-ma.gov

DECISION OF THE ZONING BOARD OF APPEALS

CASE NO:

2020-unassigned

DATE:

DECEMBER 15, 2020

DECISION:

GRANT OF SPECIAL PERMIT TO OPERATE AN

ADULT USE AND REGISTERED MARIJUANA

DISPENSARY

APPLICANT:

CRESCO HHH, LLC a/k/a SUNNYSIDE

APPLICANT'S ADDRESS:

100 SUMMER STREET, BOSTON, MA 02110

PROPERTY ADDRESS:

1015 HINGHAM STREET, ROCKLAND, MA

PROPERTY OWNER:

CHEBOYGAN PROPERTIES, LLC or

JUMBO CAPITAL MANAGEMENT, LLC,

TRUSTEE of 1099 HINGHAM STREET REALTY

TRUST

OWNER'S ADDRESS:

1900 CROWN COLONY DRIVE, SUITE 405

QUINCY, MA 02169

TITLE REFERENCE:

PLYMOUTH COUNTY REGISTRY OF DEEDS

The Rockland Zoning Board of Appeals has considered the request of Cresco HHH, LLC, the applicant, who in accordance with §415-38.4 and §415-38.5 of the Rockland Town Code, is seeking a Special Permit to operate a Registered Marijuana Dispensary and an Adult Use Marijuana Establishment for Retail Sales of Marijuana on the property at 1015 Hingham Street, Rockland, Massachusetts which is located in the H-1 (Industrial Park – Hotel) Zoning District and which is further identified as Map 4, Lot 11 on the Town of Rockland Assessors' Maps. The Board certifies that it has complied with all statutory requirements and has filed copies of this decision and all plans referred to herein with the Town Clerk, Planning Board and the Building

Department pursuant to MGL 40A, Section 11. The Board has taken into consideration testimony of the applicant, communications from various town boards and with interested parties.

Remote Public Hearings were held, after notice and publication, via Zoom on October 20, 2020 at 7:30PM, November 4, 2020 at 7:30 P.M., and December 15, 2020 at 6:30PM and were shown WRPS Rockland TV, the local cable access to station.

The Board, consisting of Chair Rob Rosa, Chuck Heshion, Tim Haynes, Bob Baker, Greg Tansey, Bob Baker (Jr.), and Stephen Galley considered the request.

MATERIALS INCLUDED IN THE RECORD:

Application for Special Permit dated September 8, 2020 (with filing fees and envelopes with stamps)

Site Plans entitled "Proposed Commercial Building 1015 Hingham Street, Rockland, Massachusetts dated February 19, 2020 by Bracken Engineering, Inc. 49 Herring Pond Road, Buzzards Bay, MA 02532 (4 sheets)

Proposed Signage Plan 1015 Hingham Street, Rockland, MA by Job North dated May 12, 2020 (including elevations and proposed lighting fixture schedule) (1 sheet).

Floor Plan Exhibit by McGregor Architecture Interiors of 18 Fifth Ave. E. Greenwich, RI 02818 dated August 19, 2020 for Cresco Labs (1 sheet)

Cresco Labs, Powerpoint, Zoning Presentation, dated November 4, 2020 (36 sheets), including Background, Site Photos, Updated Site Plan, Traffic Management, Grand Opening details, Floor Plans, Elevations, Landscape Plan, Security Information (including approval letter from Lt. N. P. Zeoli), Operation Plans, Community Engagement information, Economic Impacts).

Updated Site Plans by Bracken Engineering received for December 15, 2020 Zoning Board Meeting.

Updated Letter from Lt. N. P. Zeoli re: Traffic Concerns 1015 Hingham Street, Rockland, MA.

Email dated 11-18-20 from Andy Tanner, Jumbo Capital Management | Asset Manager

Correspondence from town officials and boards, the Board's draft meeting minutes and notes are all included in the record.

DECISION ON SPECIAL PERMIT:

Upon a motion duly made and seconded, in a roll call vote the Board voted unanimously (5-0) to GRANT, via roll call vote, with members, Rosa, Tansey, Heshion, Haynes and Baker, Jr. in favor, Special Permits for a Registered Dispensary under §415-38.4 and an Adult Use Retail Marijuana Establishment under §415-38.5, subject to conditions set forth herein.

FINDINGS:

Upon a motion duly made and seconded, in a roll call vote the Board further voted unanimously (5-0) to finds that the proposed uses are 1) designed to minimize any adverse impacts on abutters and other parties of interest, as defined in M.G.L. c. 40A, § 11, 2) the establishment/applicant demonstrated that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state and local laws and regulations; and 3) the applicant has satisfied all of the conditions, findings and requirements of the Zoning Bylaw as set forth herein.

REASON FOR DECISION:

Testimony at the public hearing indicated that the proposed registered dispensary and adult retail use establishment, a co-located use, as conditioned, is 1) designed to minimize any adverse impacts on abutters and other parties of interest, as defined in M.G.L. c. 40A, § 11, 2) the establishment/applicant demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state and local laws and regulations; and 3) the applicant has satisfied all of the conditions, findings and requirements set forth herein.

The applicant, Sunnyside, operates 19 Sunnyside marijuana dispensaries in the United States, including in Fall River, MA, with 30 licenses across the country. It has stores in retail/entertainment corridors across the Northeast including in Brooklyn, Long Island, Pittsburgh, and Philadelphia, employs over 1,800 people nationally at its nearly 40 manufacturing facilities and retail stores. In 2020, Cresco Labs has designed, built, and opened six dispensaries year-to-date and is on pace to open three more dispensaries by the end of 2020.

As depicted in the Site Plans, updated through December 15, 2020, the applicant proposes to occupy a proposed 5,008 s.f. commercial building for the proposed co-located uses of a registered dispensary and adult use marijuana

establishment. The site is currently vacant and will be cleared in anticipation of new construction.

The applicant's security plan has been approved by the Rockland Police Department which has reviewed and approved the same.

The property consists of 37,017 s.f. of lot area, has 315.68' feet of frontage on Hingham Street, and is situated in the H-1 (Industrial Park – Hotel) Zoning District and also further identified as Map 4, Lot 11 on the Town of Rockland Assessors' Maps. There will be 22 parking paved spaces provided plus a designated loading space, and designated handicap parking space in compliance with state and local laws and this Zoning Bylaw. The applicant has also committed to utilizing carpooling from nearby park and ride for employees and to provide additional space. Access and egress is proposed over a 24' wide access driveway from Hingham Street and a separate 24' wide access driveway over the abutting property at 1099 Hingham Street, Rockland, MA which said access shall be perpetual and evidenced by an easement in a form acceptable to Town Counsel recorded/registered at the Plymouth County Registry of Deeds/Registry District of the Land Court.

The owner of the property was previously granted a variance by this Board allowing certain dimensional relief associated with the location of the building on the property in a decision dated July 28, 2020 and also, prior to identification of the applicant, site plan approval by the Rockland Planning Board on August 25, 2020.

During the course of the public hearings, in response to concerns with parking, access, and egress, the site plans were adjusted eliminating proposed parking on the abutting property at 1099 Hingham Street and, consistent with conditions a review of the unsignalized access/egress point on Hingham Street to consider the imposition of restrictions on traffic exiting the proposed building onto Hingham Street.

<u>CONDITIONS:</u> The Special Permits are granted subject to the following conditions:

- (1) The premises shall be used for the retail sale of medical marijuana and related products and the retail sale of adult use marijuana and related products.
- (2) All sales shall occur within the proposed secure building and the businesses shall be divided internally to separate the area for medical and adult use marijuana retail sales.
- (3) The hours of operation of the approved establishments shall be:

- (a) 10AM to 8PM 6 days a week (Mon to Sat) (during Covid (during the Governor's State of Public Health Emergency)).
- (b) 9AM to 9PM 6 days a week. (Mon to Sat)(after the end of the Governor's State of Public Health Emergency)
- (c) 12PM to 7PM on Sundays
- (d) Closed on Thanksgiving and Christmas Day.
- (4) No smoking, burning or consumption of any product containing marijuana or marijuana-related products shall be permitted on the premises.
- (5) There shall be no drive-through service and no delivery service unless otherwise conducted by a state marijuana licensed delivery service
- (6) No signage shall be permitted that contain designs or symbols that depict or display in any way marijuana products, equipment or plants, or other similar materials.
- (7) All traffic signs shall comply with applicable MassDOT sign standards.
- (8) All building signage shall comply with the current Rockland Zoning Bylaw.
- (9) There shall be no outside displays or storage of marijuana, related products or supplies or promotional materials of any type.
- (10) All marijuana waste shall be kept securely inside the premises and disposed of on a regular basis; non-marijuana related waste shall be kept in a dumpster that is fenced-in and disposed of on a regular basis.
- (11) The applicant shall obtain site plan approval from the Rockland Planning Board pursuant to Article VIII, §§ 415-58and 415-59 unless otherwise directed by the Building Commissioner. At a minimum said site plan shall meet all dimensional, parking, landscaping and signage requirements.
- (12) The applicant shall complete the improvements shown on the updated Site Plans last revised November 23, 2020 prior to the commencement of use. In addition, a fence (solid) shall be erected prior to commencement of use on the easterly boundary line between #1015 and #1099 Hingham Street running from the street line at Hingham Street to a location at the top of the slope opposite the easternmost rear corner of the proposed building to impede access between the two properties.

- (13) Based on an agreement with the applicant, there will not be any present limitation on access and egress from the unsignalized entrance/exit (north) at Hingham Street other than a right hand turn only requirement for exiting traffic controlled by signage. The applicant and the Board agree that there shall be a review of the traffic conditions associated with the unsignalized entrance/exit (north) at Hingham Street for the imposition of a condition further restricting access and egress to and from the site at a meeting to be conducted six (6) months from the date of the opening. The applicant also agrees to the imposition of restrictions or limitations should the Board, in its discretion, conclude such restrictions or limitations are warranted after the review.
- (14) The applicant shall obtain approval from the Rockland Police Department for a traffic plan associated with the grand opening period and notify the Board once that is completed; and provide police details, as deemed necessary by the Rockland Police Department thereafter, at the applicant's cost and expense.
- (15) The applicant shall provide the Rockland Police Department with the names, phone numbers and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or keyholders.
- (16) The proposed registered dispensary and adult use marijuana establishment shall be properly licensed by the Commonwealth of Massachusetts, maintain compliance with all state licensure requirements during its operations, and shall operate in compliance with all state laws and regulations, including without limitation, 950 CMR 500 et seq., which are incorporated herein by reference.
- (17) The special permit granted under this section shall have a term limited to the duration of the applicant's ownership of the registered dispensary and adult use establishment. This special permit may be transferred only by the approval of the Zoning Board after a public hearing and supported by all updated information required herein.
- (18) This special permit shall lapse if not exercised within one year of issuance or unless other extended by the Zoning Board.
- (19) The applicant shall be required to remove all materials, plants, equipment and other paraphernalia within three months of ceasing operations as a marijuana retailer or dispensary.
- (20) The use shall be conditioned on the grant of an access and utility easement to the applicant which shall be provided to the Zoning Board.

- (21) The applicant shall record a copy of this Special Permit at its cost and expense with the Plymouth County Registry of Deeds/Registry District of the Land Court prior to the commencement of construction and provide a copy to the Building Commissioner and Zoning Board of Appeals.
- (22) The applicant shall comply with all other local, state and federal permits and approvals where applicable.

APPEAL:

Any judicial appeal from this decision shall be made pursuant to MGL 40A, Section 17, and must be filed with the office of the Town Clerk within 20 days from the filing of this decision.

ROCKLAND ZONING BOARD OF APPEALS,

ROB ROSA, CHAIR

cc: Town Clerk, Planning Board, Fire Department, Building Department, Board of Assessors, Board of Selectmen, Highway Department, Conservation Commission, Historical Commission, Board of Health, Police Department, Applicant & Abutters, Town Counsel



State Tax Form 290 Certificate: 6836

Issuance Date: 03/14/2022

MUNICIPAL LIEN CERTIFICATE Town of Rockland, MA COMMONWEALTH OF MASSACHUSETTS

Requested by ROCKLAND OLD EXIT 14, INC.

ROB LALLY

38 RICE ST

WELLESLEY MA 02481

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 03/14/2022 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 04-0011 1015 HINGHAM ST

		Land area :	0.91 AC
JUMBO CAPITAL MA	ANAGEMENT LLC	Land Value :	286,100
C/O 1015 HINGHAM	4 LLC	Impr Value :	433,200
80 WASHINGTON ST	Г Ј-40	Land Use :	0
NORWELL	MA 02061	Exemptions :	0
		Taxable Value:	719,300

Deed date: Book/Page:

Class: 325-325			
FISCAL YEAR	2022	2021	2020
DESCRIPTION COMMERCIAL REAL ESTATE TAX COMMUNITY PRESERVATION ACT	\$12,048.28 \$180.72	\$2,420.93 \$36.31	\$2,381.75 \$35.73
TOTAL BILLED: Charges/Fees Abatements/Exemptions Payments/Credits Interest to 03/14/2022	\$12,229.00 \$.00 \$.00 -\$9,532.16 \$.00	\$2,457.24 \$.00 \$.00 -\$2,457.25 \$.00	\$2,417.48 \$.00 \$.00 -\$2,417.48 \$.00
TOTAL BALANCE DUE:	\$2,696.84	-\$.01	\$.00

FINAL READINGS/WATER, SEWER AND TRASH LIENS CALL:

WATER 781/878-0901; SEWER 781-878-1964; 781-871-1874 EXT 1005

ACCT 9176

DUE DATE 1/30/2022 WATER: \$0.00 SEWER: N/A

TRASH: N/A

SEWER BETTERMENT: NO

Udwelf. yfartyn

JUDITH A HARTIGAN TOWN COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE