

## MEMORANDUM OF UNDERSTANDING

*22nd* THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into this day of March, 2017 by and between the TOWN OF SHARON, acting by and through its Board of Selectmen, with an address c/o Town Office Building, 90 South Main Street, Sharon, Massachusetts 02067 (the "Town"), and 25 Tiot Holdings, LLC, a Delaware Limited Liability Company, with a principal place of business located at 1441 SW 10th Avenue, Suite 204, Pompano, FL 33069 ("25 Tiot Holdings").

### RECITALS

The following sets forth the background of this MOU:

- A. 25 Tiot Holdings is the owner of the Spring Valley Golf Course, an 18 hole First Class Golf Course with Clubhouse with private restaurant and Function Facility and accessory and appurtenant structures thereto, located at 25 Tiot Street, Sharon, Massachusetts, such land with frontage on Tiot Street and Edge Hill Road containing 210 acres of land, more or less (the "Premises").
- B. 25 Tiot Holdings is now proposing to develop the Premises into a mixed use Residential Complex and Golf Course and Function Facility, redesigning the existing Golf Course and Facility and constructing a multi-family residential community consisting of up to 26 residential duplex units, with two bedrooms per unit, and related amenities thereto, including a Clubhouse and Function Facility and restaurant and Maintenance Building (the "Project"), within the "Premises" on land located in Sharon, Massachusetts (the "Property").
- C. 25 Tiot Holdings has requested that the Town sponsor a Zoning Amendment to the Spring 2017 Annual Town Meeting to be held on or about May 1, 2017, which will provide for the mixed Residential and Recreational Use Development as outlined in the Zoning Amendment Article attached (the "Zoning Amendment"), as the same may be further amended by written agreement of the parties hereto.
- D. In connection with the Site Plan Application, 25 Tiot Holdings and the Board wish to memorialize their understanding with respect to certain commitments and mitigation measures for the Project," subject to and in accordance with the terms and conditions set forth in this MOU.
- E. The Project shall comply with all applicable rules, regulations and by-laws of the Town of Sharon, including but not limited to, the Board of Selectmen, the Board of Health, the Conservation Commission, the Planning Board, the Zoning Board of Appeals, the Commonwealth of Massachusetts and Federal Agencies, as they apply to the construction, operation and maintenance of the Project, including without limitation, compliance with Wetlands Protection Act final orders, the Massachusetts Environmental Policy Act ("MEPA"), G.L. c. 30, § 61, and the State Building Code, unless variances, special permits, waivers, or similar or any other relief is granted pursuant to local, state or federal regulations.

F. 25 Tiot Holdings shall comply with all applicable regulations issued by the Commonwealth of Massachusetts relative to the existence of hazardous waste located on the Premises, including compliance with the provisions of G.L. c. 21E and other applicable government codes.

F. 25 Tiot Holdings shall, if required by law, file an Environmental Notification Form ("ENF") under MEPA covering the entire Premises and any required Environmental Impact Report ("EIR") prior to the commencement of any construction except for Project site preparation, which may commence prior to the final issuance of the EIR decision if authorized by the Secretary of Environmental Affairs and the Town Building Inspector.

G. The applicable terms of the Agreement and such other provisions as the Zoning Board of Appeals or the Planning Board may reasonably impose shall be incorporated into the conditions of any Site Plan Approval. All such applicable terms and conditions shall be binding upon 25 Tiot Holdings and any successors or assigns, as provided in the Successors and Assigns section of this Agreement. Upon execution of this Agreement, a Notice of Memorandum shall be executed, to be recorded at the Norfolk County Registry of Deeds and the Norfolk County Registry District of the Land Court (the "Registry") after an affirmative vote of Town Meeting, with the affected parcels indexed in a form acceptable to the Registry. In the event that, after recording, this Agreement is terminated, then the Town agrees to record an instrument or instruments releasing the restrictive covenants described herein, said instrument to be recorded by the Town not later than 60 days following any such event. For title of 25 Tiot Holdings to the Premises, see Norfolk Registry of Deeds Book 34124, Page 272 and Land Court Certificate No. 193294.

Now, therefore, 25 Tiot Holdings and the Town hereby agree as follows:

1. Recreation and Residential Development Sponsorship and Support.

1.1 The Board of Selectmen for the Town of Sharon are in agreement that the proposal of 25 Tiot Holdings to develop the Premises, which is located within the Rural 1 Zoning District, as a mixed use recreational and residential development in which the current 18 hole Golf Course will be substantially continued and an age restricted 52 Unit Duplex Residential Condominium Complex containing no more than two (2) bedrooms per dwelling unit, for a total of no more than 104 bedrooms ("Condo Development"), is in the best interests of the Town of Sharon. As used throughout this agreement, the term "age restricted" shall be as defined in section 9.8 below. Therefore, in consideration of 25 Tiot Holdings' promises contained herein, the Board of Selectmen agrees to sponsor and support the proposed Zoning Amendment providing for a Recreation and Residential Overlay District (RROD) attached hereto as Exhibit "A," for the Spring, May 1, 2017 Annual Town Meeting. The Zoning Amendment submitted to Town Meeting will be in that form as substantially detailed in the Exhibit "A" hereto. Further, the Board of Selectmen will support such Article before any and all Boards or Commissions in the Town of Sharon, including, but not limited to, the Planning Board, the Board of Health, the Conservation Commission and the Finance Committee, to garner support of the different agencies at said Spring May 1, 2017 Annual Town Meeting. While the Board agrees to use reasonable and diligent efforts to obtain an affirmative vote, nothing contained herein shall be deemed to be a guarantee of the successful or affirmative vote on any such Zoning

Amendment or other Town Meeting article or approval related to the Project or the ANR Duplexes,,

## 2. Sewer and Commitments and Mitigation

2.1 Sewer Connection. 25 Tiot Holdings will seek to obtain sewer service for the residential development at the Premises (up to 104 bedrooms and for up to six houses to be constructed on Form A lots), the Function Facility, the Clubhouse, restaurant and the Maintenance Building, from the Town of Norwood through an agreement with its Board of Selectmen. The Board of Selectmen for the Town of Sharon will cooperate with and support 25 Tiot Holdings in its efforts to obtain such sewer service from the Town of Norwood and any required permits and approvals for the Project and such sewer service, including, without limitation, a sewer extension/connection permit from the Massachusetts Department of Environmental Protection ("DEP"), a so-called "OP.11" permit from the Massachusetts Water Resources Authority (including any required legislation in connection therewith), a determination of insignificance pursuant to the Interbasin Transfer Act from the Water Resources Commission, and approval for the project under the Massachusetts Environmental Policy Act (MEPA). The Sewer Agreement with the Town of Norwood will state that further extensions to the sewer line will not be permitted without the prior approval of Norwood.

2.2 No additional extensions or tie-ins to said sewer line shall be permitted without the prior written approval of the Board of Selectmen of the Town of Sharon. The requirement for such approval shall be in addition to, and not in limitation of all other governmental approvals which may otherwise be required at such time, including, without limitation, compliance with the Town's street opening by-law.

2.3 If 25 Tiot Holdings determines that it is not economically feasible to obtain municipal sewer service from the Town of Norwood as, or if, despite reasonably diligent efforts, 25 Tiot Holdings is unable to secure all permits and approvals required for such service, the Town of Sharon recognizes that 25 Tiot Holdings will have the right to seek to implement an on-site sewer system for the Premises, including, but not limited to a Package Treatment Facility. Any such on-site sewer system will be designed and constructed by 25 Tiot Holdings in accordance with all applicable laws, including, without limitation, any applicable laws and regulations of the Massachusetts Department of Environmental Protection.

2.4 If 25 Tiot Holdings is required to implement an on-site sewer system for the Premises, the system shall be designed according to all applicable state and local requirements and must obtain all necessary approvals prior to construction and operation. The system shall be designed based on usage by no more than 52 residential two-bedroom duplex dwelling units with no more than 104 bedrooms, the Clubhouse, Function Facility, public restaurant, and the Maintenance Building. Any ANR single family homes shall have either separately permitted and constructed on-site sewer systems, or may utilize the aforementioned Package Treatment Facility if the same is appropriately sized. 25 Tiot Holdings shall simultaneously provide the Board of Health, the Conservation Commission, and the Town Engineer with copies of all reports and monitoring logs that will be submitted to the Commonwealth. 25 Tiot Holdings agrees to cooperate with the Town of Sharon Water Department and Board of Health to meet any and all other applicable requirements for the system.

2.5 Nothing contained in this Section 2 shall require the expenditure of any monies by the Town.

3. Irrigation.

3.1 25 Tiot Holdings agrees to use well water from wells located on the Property, or from ponds or basins located within the Property for irrigation for the Project, which shall include use of water for maintenance of turf grass, trees, shrubs, bedding plants, and irrigation systems servicing the Project. The Parties agree that municipally supplied water will not be used for irrigation purposes. The irrigation systems and wells used in connection therewith, shall comply with all state and local requirements for private wells.

4. Emergency Water Supply.

4.1 Emergency Water Supply. 25 Tiot Holdings will seek to support the efforts of the Town of Sharon to obtain water main service for "emergency" purposes, only, for the Town of Sharon, generally, from the Town of Norwood through an agreement with its Board of Selectmen. To that effort, 25 Tiot Holdings shall pay the sum of \$502,000.00 to the Town of Sharon as contribution towards the Town's costs in connecting to the Norwood water main and for construction of the required pump station, associated tie-in fees, and/or other costs, as the Town in its sole discretion may determine, to mitigate the Project and other related projects. 25 Tiot Holdings shall pay to the Town \$100,000.00 upon the issuance of final site plan approval for the Project and the amount of \$15,462.00 upon the issuance of the first and each successive building permit for the 26 duplex buildings in the Project. Accordingly, the total amount to be paid to the Town for water supply improvements, pursuant to this section and section 5.1, below, may be \$502,000.00.

4.2 To the extent that easements are required to be granted to the Town of Sharon in connection with obtaining the emergency water main service provided in Section 4.1 above, the parties agree that 25 Tiot shall grant such easements provided that any such easements shall not materially interfere with the Project.

5. Water Supply Improvements.

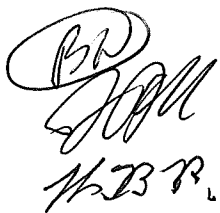
5.1 In recognition of the emergency water service and payment provided in section 4.1 above, the Town agrees that the fees for all water meter hook-ups for the Project are included in the payment provided for in Section 4.1 above and no additional fees will be charged to 25 Tiot for said hook-ups. . If 25 Tiot Holdings constructs single family homes on its ANR lots, then the connection fee shall be \$4,000.00 per single family home.

5.2 In conjunction with the development of the Project, 25 Tiot Holdings shall grant easements to the Town for purposes of emergency access to make repairs of the water distribution system to be constructed by 25 Tiot Holdings . The water distribution system shall comply with all applicable requirements of the Town of Sharon Water Department.

6. Benefits to the Town Of Sharon

4.3 In the event that 25 Tiot Holdings determines to proceed with an on-site sewer system for the premises, and commences to construct the said WWTF, and the Town of Sharon is successful in obtaining all authority for said "emergency" water purposes as provided in sections 4.1 and 4.2 above, then 25 Tiot Holdings will, at its option, either provide all work required and provide all necessary materials to connect a water line for such emergency purposes only from the water line in Norwood to the intersection of Tiot Street and the driveway into the project, or 25 Tiot Holdings will pay to the Town of Sharon the sum of \$135,000.00 to defray such costs. The parties agree to work cooperatively in the event 25 Tiot Holdings determines to install such line itself.

END OF THIS PAGE



Handwritten signatures and initials, including a large circular mark, a signature, and the initials "HBR".

6.1 During the time that the Golf Course continues in operation, the Owner of the property will agree to allow use of the Golf Course for the Sharon High School Golf Team, at such times as are mutually agreed upon by the parties.

6.2 During the time that the Golf Course continues in operation, the Owner of the property will agree to allow use of the Golf Course and Clubhouse Facility for one annual fund raiser in support of the Town of Sharon as the Board of Selectmen shall decide (food, liquor and cart fees will be charged), at such time as is mutually agreed upon by the parties.

6.3 So long as the Golf Course continues in operation, the Owner of the property will agree to waive initiation Fees to Sharon Residents for the 2017 and 2018 seasons.

## 7. Deed Restriction and Golf Course Conveyance.

7.1 If the Zoning Amendment passes and all permits are issued without appeal, or if appealed, resolved to the benefit of 25 Tiot Holdings, and 25 Tiot Holdings decides to construct the Duplex Development, then 25 Tiot Holdings shall impose a permanent restriction, enforceable by the Town of Sharon, prohibiting Residential Use on that portion of the Property identified as Lots 1 and 3 shown on the plan attached hereto as Exhibit 7.1 and incorporated herein. Such deed restriction shall be in form reasonably acceptable to the Board of Selectmen and Town Counsel for Sharon and shall prohibit, in perpetuity, the use of, or construction of, any residential buildings on said Lots 1 and 3.

7.2 If the Golf Course is no longer feasible, economically or for any other reason as determined by the owner of the Golf Course, then the Golf Course Property (not including the land for the Condo Development, the ANR single family homes, and the land for the Clubhouse and Function Facility and up to 2 acres of land surrounding the Clubhouse and Function Facility to provide for a buffer and the golf course maintenance building), will be conveyed in Fee to the Town of Sharon, at no cost to the Town, said deed shall convey good and clear record and marketable title thereto, free and clear of any and all liens, real estate taxes, rollback taxes due under G.L. c. 61B, mortgages, and encumbrances except easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the land by the Town, in the sole and absolute discretion of the Town. .

7.3 Such land to be conveyed to the Town will be as shown as Lot 1 and shall be in compliance with all applicable Town Zoning By-laws for frontage, area, access to public ways and any other applicable minimum dimensional requirements of the underlying zoning district pursuant to the Zoning By-laws in effect at the time of conveyance and shall include sufficient area and frontage suitable for recreational use and parking accessory thereto.

## 8. Review Costs

8.1 Within five days of the execution of this agreement 25 Tiot Holdings will pay for the benefit of the Town, as provided in G.L. chapter 44, section 53G,, the amount of \$15,000.00 required for use by the Town for outside consultants for reasonable review of the proposed Zoning Article providing for a Recreation and Residential Overlay District (RROD) attached hereto a Exhibit "A", for the Spring 2017 Annual Town Meeting and matters related thereto. Said funds to be held in escrow by Attorney Daniel Seigenberg The Town will

consult with 25 Tiot Holdings regarding the selection of consultants and the scope, duration, and estimated budget of such consultants' review and any material increase in the budget shall be discussed with 25 Tiot Holdings and subject to receipt by 25 Tiot Holdings of a reasonable accounting of fees expended to date justifying such increase. Payment to Professional Services Corporation, PC ("PSC") and Town Counsel pursuant to the terms of a separate agreement will satisfy said requirement for the period up to and including the Spring 2017 Annual Town Meeting. To the extent that further review by PSC and/or Town Counsel is required during the process prior to the said Annual Town meeting or the site plan process, 25 Tiot Holdings agrees to pay the reasonable costs of such review. To the extent that the above sum of \$15,000.00 exceeds the fees required, the balance will be returned to 25 Tiot Holdings. In addition to the foregoing, upon the execution of this Agreement by the Town 25 Tiot will pay the sum of \$28,940.00 to Gelerman and Cabral, and \$9,942.50 to PSC for the fees owed to date for the services provided to the Town pursuant to the MOU dated October 6, 2016.

## 9. General Provisions

9.1 The Town acknowledges that the foregoing commitments and mitigation measures have been agreed to by 25 Tiot Holdings on the assumption that the Sharon Planning Board will issue Site Plan Approval for the Condo Development. If the Spring 2017 Annual Town Meeting does not approve the zoning article for the Project, or adopts such with changes that are not acceptable to 25 Tiot Holdings, or if the Planning Board denies Site Plan Approval or grants Site Plan Approval with conditions as a result of which it is not economically feasible to build or operate the proposed Project, or that restricts 25 Tiot Holding's ability to develop the Project or requires material additional or materially different commitments and mitigation measures than those set forth herein, or if such exceptions as are necessary to construct the Project as generally shown on the plans included with the Site Plan Approval application are not granted under the Site Plan Application, or if the Conservation Commission or the Board of Health or other Town board, department, or authority with jurisdiction requires material changes to the Project or material additional or materially different commitments and mitigation measures than those set forth herein, or if the Project does not proceed to construction for any reason, 25 Tiot Holdings will not be bound by the commitments and mitigation measures herein, except those in Sections 8 and 9.4 only of this MOU (and 25 Tiot Holdings reserves the right to appeal the Planning Bard's Approval decision to Superior Court), and the Town will not be bound by the agreement in Paragraph 5 above to reduce the charge to 25 Tiot Holdings or successors or assigns of any and all water meter hook-up for the Project and any other obligations of the Town contained herein. 25 Tiot Holdings shall then have the right to develop the Premises pursuant to the underlying zoning, and the right to seek approval and obtain a sewer connection from the Town of Norwood. 25 Tiot Holdings agrees to use its best efforts and due diligence to apply for the permits and prosecute such permits for the Project as provided herein, and agrees to not utilize underlying zoning during such process.

## 9.2 Notices

Unless otherwise specified herein, all required notices hereunder shall be deemed sufficient if sent registered mail or by overnight delivery service with proof of signature, to the parties at the following addresses:

Town:

Town of Sharon

Sharon Town Hall  
90 South Main Street  
Sharon, MA 02067  
Attn.: Town Clerk

With a copy to:

Richard A. Gelerman, Esq.  
Lisa V. Whelan, Esq.  
Gelerman and Cabral, LLC  
30 Walpole Street  
Norwood, MA 02062

25 Tiot Holdings: 1441 SW 10th Avenue, Suite 204  
Pompano, FL 33069  
With a copy to:  
Daniel R. Seigenberg, Esq.  
155 South Street  
P.O. Box 877  
Wrentham, MA 02093

### 9.3 Successors and Assigns

25 Tiot Holdings may assign the rights and obligations contained in this Agreement. Notice of the transfer shall be provided to the Town upon such transfer. All terms of this Agreement, including the land transfer provisions contained in Section 7 shall bind and inure to the benefit or burden of any successor or assign of this Agreement or any successor or assign of land within the Premises and referenced in this Agreement and shall run with the land. Notice of this Agreement (the "Notice"), in a form reasonably acceptable to Town Counsel and counsel for 25 Tiot Holdings, shall be recorded at the Norfolk County Registry of Deeds, at no cost to the Town, within twenty-four (24) hours of the approval of the Zoning Amendment at Town Meeting. In the event that the Zoning Amendment is not approved by the Attorney General's Office, the parties agree to immediately record a release of Notice. In the event that 25 Tiot Holdings determines that it does not intend to proceed with the Project generally as contemplated hereunder, or fails to obtain permits therefor, or for any other reason, 25 Tiot Holdings shall so notify the Board of Selectmen of such event. The Town shall, within six (6) months of the receipt of such Notice, determine whether or not to seek Town Meeting approval to amend the actions of the Spring 2017 Annual Town Meeting and shall call a town meeting for such purposes within such six (6) month period. During said six (6) month period, nothing contained herein shall hinder or prohibit 25 Tiot Holdings from transferring the Premises or seeking any and all permits or approvals for uses permitted under the Zoning By-Law as existing prior to the Zoning Amendment. If the Town does not seek town meeting approval to amend the actions of the Spring 2017 Annual Town Meeting, or such town meeting does not amend such actions of the Spring 2017 Annual Town Meeting within the six month period, the Attorney General otherwise rejects the Zoning Amendment, or otherwise upon the expiration of six (6) months from the receipt of Notice, the Town shall thereafter cause to be recorded in the Norfolk County Registry of Deeds a suitable instrument releasing the aforesaid Notice. Failure by the Town to



record such a release within seven (7) days of such six (6) month period (or within seven (7) days of the Attorney General's rejection of the Zoning Amendment), shall entitle 25 Tiot Holdings to record a release of said Notice. A release of the Notice, fully executed by the parties, in recordable form, shall be delivered in escrow to be held by counsel for 25 Tiot Holdings at the time the Notice is recorded at the Norfolk County Registry of Deeds.

9.4 Administrative Costs: Upon execution of this Agreement, 25 Tiot Holdings shall make a one-time non-refundable administrative fee of \$10,000.00 to the Town for its reasonable costs in considering the Zoning Amendment, including but not limited to costs for review and implementation of the said Zoning Amendment, and this Agreement. The payments required by this paragraph shall be due without regard to whether or not the Zoning Amendment is approved by town meeting. This section does not include costs that may be associated with or imposed pursuant to G.L. c. 44 §53G by the Town as a result of site plan approval or pursuant to the separate letter agreement referred to in Section 8.1.

9.5 Condominium Trust: The obligations, benefits and requirements contained in this Agreement shall be assigned and assumed by the condominium trust to be established by 25 Tiot Holdings, or its successors and assigns, in connection with the Project prior to occupancy of the first unit. Documentation of such assignment and assumption shall be provided to the Town.

9.6 Public Safety and Blasting Commitments and Mitigation: The parties acknowledge that the Project may increase traffic along Edge Hill Road, Tiot Street and other adjacent roadways in the Town. Similarly, the Project may or may not require blasting to be performed at the Property. To the extent that public safety is impacted by the Project by either traffic and/or blasting, the parties agree to work cooperatively to address these public safety issues as required.

9.7 Use and Size of Clubhouse Facility: 25 Tiot Holdings may improve the existing Clubhouse and Function Facility with restaurant and small gym on the Premises whose existing footprint can be "squared-off", with an increase of up to 30,000 square feet of floor area over the existing square footage of floor area, including accessory parking and loading facilities, and adding a public restaurant and function facility. The restaurant, function facility and parking shall comply with the requirements set forth in the Zoning Amendment, as well as any additional provisions or conditions imposed pursuant to any site plan and other Town approvals.

9.8

Age Restricted Development. The duplex units to be constructed will be "age restricted." As such, at least eighty (80%) of the occupied duplex units provided for herein shall house at least one person who is age 55 years of age or older, and the duplex project shall adhere to a policy that demonstrates intent to house persons who are 55 and older.. The remaining twenty percent (20%) or ten (10) units will not be age restricted.

The 80% or forty-two (42) age restricted dwelling units shall be subject to an age restriction described in a deed or other document approved by Town Counsel for the Town of Sharon, and shall comply with the provisions of the Fair Housing Act and M.G.L. chapter 151B.

9.9 The applicable terms of this Agreement and such other provisions as may be reasonably imposed by the site plan approval authority shall be incorporated into the conditions of any site plan approval. All such applicable terms and conditions shall be binding upon 25 Tiot

Holdings and any successor or assign, as provided in Section 9.3 herein. Any violation of any applicable site plan approval shall be considered a violation of this Agreement and vice versa.

9.10 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties hereby consent to the non-exclusive jurisdiction of the courts of the Commonwealth of Massachusetts.

9.11 25 Tiot Holdings shall have the right to erect "identifying" signs at locations within the Premises, such signs to be of a size and type as may be reasonably approved in the site plan approval.

9.12 The pending litigation between the Town and 25 Tiot, 25 Tiot v. Town of Sharon, et als, U.S D.C. ( MA ) No. 17-1043, shall within ten days of the execution of this agreement be dismissed without prejudice. Provided however, within ten days of the 2017 Spring Annual Town meeting having acted upon the referenced Article, said litigation shall be dismissed with prejudice. Provided, however, if said zoning article fails to win approval at said Town Meeting and the Town has materially breached this agreement, such dismissal shall not be with prejudice.

9.13 Upon the Annual Town meeting having acted upon the proposed zoning Article, the Town shall recommend to the continued December, 2016 Article that "no action" be taken on the same subject matter as this Agreement.

Executed as of the date first above written as duly authorized in accordance with the certificate of the manager of 25 Tiot Holdings, LLC, to be attached hereto.

25 TIOT HOLDINGS, LLC

By:

\*

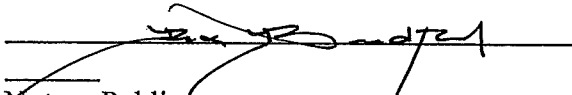
Name:

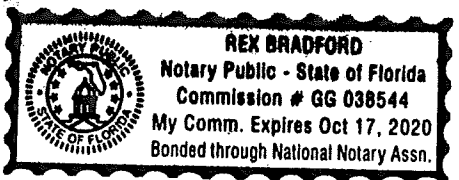
Title:

STATE OF FLORIDA

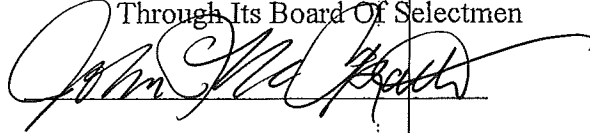
County of BROWARD, ss.

On this 21<sup>ST</sup> day of MARCH, 2017, before me, the undersigned notary public, personally appeared JEFF WEINTRAUB, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as \_\_\_\_\_ of 25 Tiot Holdings, LLC.

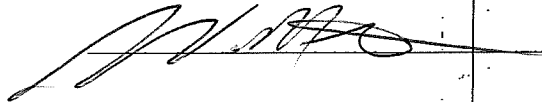
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Oct. 17, 2020



Town Of Sharon, Acting By And  
Through Its Board Of Selectmen



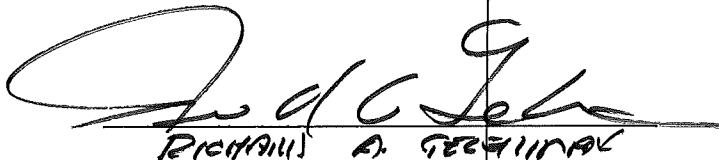
Walter B. Roach



COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 2nd day of March, 2017, before me, the undersigned notary public, personally appeared Walter B. Roach, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Town of Sharon Board of Selectmen.



Notary Public

My Commission Expires: August 14, 2020

---

# **EXHIBIT A**

## EXHIBIT A

Recreation and Residential Overlay District Warrant Article

March 22, 2017

### ARTICLE \_\_\_\_

To see if the Town will Vote to Amend the "Zoning Bylaws of the Town of Sharon, Massachusetts as Amended Though March 2014" by amending certain sections thereof and by amending the map entitled "Zoning, Town of Sharon, Massachusetts" as approved by the Sharon Planning Board on May 6, 2013 and prepared by the Department of Public Works, Engineering Division, GIS Team, in order to create a new "Recreation and Residential Overlay District" as follows:

#### AMEND SECTIONS 4388 and 4390

Delete the title "4390 Outside Consultants." Relocate the remaining paragraphs of Section 4390 following the last paragraph of Section "4388 Consultants," and revise renumbered paragraph 4388 by deleting "4390" and replacing it with "4388"; revise renumbered paragraph 4388(b) by deleting "4390(a)" and replacing it with the phrase "Section 4388(a)" and deleting the phrase "Executive Secretary" and replacing it with the phrase "Town Administrator" and revise the second paragraph following renumbered paragraph 4388(b) by deleting the phrase "M.G.L., 30B, §§ 1-20" and replacing it with the phrase "M.G.L., c. 30B, §§ 1-20" such that it reads:

#### **4388. Consultants.**

To facilitate review of an application for a Site Plan, the Board of Appeals may engage outside consultants in accordance with Section 4388.

Consultants may be engaged to review any or all components of the Site Plan submission or any offsite improvements proposed in conjunction with the project. Additionally, for projects requiring issuance of State or Federal permits, consultants may be engaged to peer review submissions to the State or Federal agency and to represent the Town before these agencies to protect the Town's interests. Consultants may be engaged to observe construction of the site improvements authorized by Site Plan approval.

(a) Scope of Work. In the course of exercising its powers under this Bylaw, the Board of Appeals may engage outside consultants for peer review of submissions, for peer review and representation in regard to state and federal permits and licensing, or for construction observation. Consultants are selected by majority

vote of the Board of Appeals. To the extent practicable, the Board shall work cooperatively with the applicant and when appropriate shall seek input from the Planning Board, Board of Health, and Conservation Commission with respect to identifying appropriate consultants. Applicants are responsible for payment of consultant fees.

(b) **Review Fees.** Applicants shall reimburse the Town for the fees and expenses of outside consultants engaged by the Board of Appeals. Fees shall be paid prior to inception of each phase of the work. Escrow accounts shall be replenished within 15 days following receipt of notice. Failure to pay fees in accordance with the aforesaid shall be deemed, after notice to the applicant, with an opportunity to cure, to constitute withdrawal of the project. Fees shall be deposited in a special account established by the Town Treasurer pursuant to MGL. c. 44 § 53G. These funds may be expended only for the purposes described in above Section 4388(a), and in compliance with the Uniform Procurement Act, M.G.L. c. 30B, §§ 1-20. Within thirty (30) days of completion of the project or of withdrawal the proposal, applicants shall receive a final report of funds in the special account and shall be paid any unspent excess in the account, including accrued interest. The Town Accountant shall submit annually a report of the special account to the Board of Selectmen and Town Administrator for review and for publication in the Sharon Annual Report.

Review related fees will only be imposed if the work constitutes peer review of materials prepared on behalf of the applicant and not of independent studies performed on behalf of the Board; if the work is performed in connection with the applicants' specific projects; and if the findings and reports are made part of the public record.

Procurement of outside consultant services shall comply with the Uniform Procurement Act, M.G.L., c. 30B, §§ 1-20, and with the following additional requirements:

- (1) the applicant shall be given five (5) days' notice and opportunity to attach written comments to the invitation for bids or request for proposals;
- (2) at least three (3) bona fide bids or proposals shall be solicited; and
- (3) the applicant shall be given five (5) days' notice and opportunity to comment on all bids or proposals prior to the selection of the consultant

and the award of a contract.

Consultants shall be qualified and where applicable duly licensed to evaluate specific issues before the Board. Bona fide bids or proposals shall include: the name of each person performing the work, the educational and professional credentials of each person performing the work; the work experience of each person performing the work; a description of the work to be performed; the hourly rate charged by each person performing the work; and all other expenses to be incurred.

Any invitation for bids or request for proposals shall indicate that award of the contract is contingent upon payment of a review fee.

Fees assessed pursuant to this section shall be reasonable in light of: the complexity of the proposed project as a whole; the complexity of particular technical issues; the number of housing units proposed; the size and character of the site; the projected construction costs; and fees charged by similar consultants in the area. Generally fees will not exceed amounts that would be expended by the Town to review a comparable project.

(c) Appeal of Selection. Prior to paying the review fee, applicants may appeal selection of a particular consultant to the Board of Selectmen. The grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum required qualifications. The minimum qualifications shall consist either of an educational degree in or related to the field at issue or three (3) or more years of practice in the field at issue or a related field. The required time limits for action upon the application by the Board shall be extended by the duration of the appeal. In the event that no decision is made by the Board of Selectmen within one (1) month following the filing of the appeal, the selection made by the Board shall stand.

Note: No Change is proposed to Section "4389. Enforcement and Implementation."

### INSERT SECTION 4390

Insert a new Section "4390. Recreation and Residential Overlay District (RROD)" following Section "4389. Enforcement and Implementation" as follows:



**4390. Recreation and Residential Overlay District (RROD).****4391. Recreation and Residential Overlay District Requirements.**

Recreation and Residential Overlay District Projects shall comply with the following:

a. Purpose. The purpose of the Recreation and Residential Overlay District is to enhance the public welfare by creating a viable residential community with the amenities afforded by an on-site golf course, Multiuse Clubhouse, and passive open space areas.

b. Eligibility. The site must be located within the Recreation and Residential Overlay District on the Zoning Map, Town of Sharon, Massachusetts.

c. Recreation and Residential Overlay District Projects require Site Plan Approval from the Planning Board pursuant to Section 4397.

d. Application. Recreation and Residential Overlay Districts shall be considered as superimposed on underlying zoning districts. A Recreation and Residential Overlay District Project shall conform to all other provisions of this Bylaw including other overlay districts except to the extent that use, dimensional, parking, loading, and design requirements are set forth in Section 4390. The Recreation and Residential Overlay District shall not restrict owners' rights relative to the underlying zoning district, including other overlay districts. However, if an applicant elects to develop a Recreation and Residential Overlay District Project, as evidenced by obtaining a building permit for any principal structure or proceeding with land disturbance for any site improvement requiring Site Plan authorization pursuant to Section 4390, then all development within the total Recreation and Residential Overlay District Project shall conform to the use, dimensional, parking, and loading requirements of Section 4390. To the extent there are inconsistencies between provisions of Section 4390 and the provisions of any underlying district, the provisions of Section 4390 shall govern.

e. Active Open Space Requirements: Each application for Site Plan Approval for a Recreation and Residential Overlay District Project must provide a golf course that includes at least eighteen (18) holes having an

average length exceeding 250 yards.

f. Restriction. Prior to issuance of an initial building permit for a Recreation and Residential Overlay District Project, the property owner shall cause a Restriction to be recorded in the Registry of Deeds or the Land Court in a form acceptable to Town Counsel prohibiting any Residential use or construction of residential living units on the golf course lot and on the Multiuse Clubhouse lot. Should the golf course be abandoned or should its owner determine that continued operation is considered not to be viable, ownership of the golf course lot shall be conveyed to the Town of Sharon in fee simple at no cost within ninety (90) days of such abandonment or determination. If the golf-course is not used for normal golfing purposes for at least 240 days in any calendar year, it shall be create a rebuttable presumption that the course has been abandoned; provided, however, that the 240 day period shall not include any non-use caused by the following, without limitation, and as examples only: weather delays, redesign of the golf course, or unanticipated and unusual water problems and other natural disasters.

g. Phasing. Recreation and Residential Overlay District Projects may be developed in two or more phases provided that each phase is independent and self-sufficient providing adequate access and utility service for all buildings and uses included in the phase and in any prior phases. Plans for phasing shall be shown on the Site Plan.

h. Sureties. The property owner shall post lot covenants, instruments of surety, insurance policies, letters of credit or similar securities as provided in the Town's subdivision regulations (hereinafter instruments) to be provided prior to the issuance of any building permits for each phase of the project, if applicable, to the benefit of the Town of Sharon in a form acceptable to Town Counsel in amounts to be reasonably established by the Planning Board shall be posted in order to secure incomplete site infrastructure improvements. Release mechanisms for building permits shall be as provided in the Planning Board's subdivision regulations for release of lots.

i. Green Development. All site improvements shall incorporate the green development principles of energy efficiency and sustainability by including those Leadership in Energy and Environmental Design (LEED) Plan for Neighborhood Development (LEED ND:Plan) strategies set forth

herein in the planning and design of the total Recreation and Residential Overlay District Project. Building design shall not subject to the requirements of this Section and inclusion of at least one certified green building shall not be required. LEED strategies to be included in the planning and design of the Recreation and Residential Overlay District Project are as follows:

- (1) Open space shall be preserved by restricting the total lot area for Two-Family Dwelling and the Multiuse Clubhouse use and requiring a permanent restriction on development of the golf course lot.
- (2) The development footprint shall be reduced by providing a compact Two-Family neighborhood plan that offers an effective alternative to low-density sprawling Single-Family development.
- (3) Water Resources shall be protected by restricting development within the Groundwater Protection District of the Zoning By-Law.
- (4) Housing diversity shall be increased by providing Two-Family Dwellings thereby increasing housing choices for Town residents.
- (5) Infrastructure efficiency shall be facilitated by providing compact Two-Family development.
- (6) Multimodal Access and vehicular safety shall be enhanced by providing Primary Access Drives that are signed for shared bicycle use, posted for low speed, and designed to include traffic calming measures.
- (7) A healthy walkable neighborhood shall be encouraged by providing compact development and by constructing sidewalks and other walkways.
- (8) Water Conservation shall be promoted by precluding use of potable water for irrigation and requiring that irrigation of the Two-Family Dwelling Units and the Multiuse Clubhouse must be subject to an Irrigation Management Plan.
- (9) Sustainable use of materials shall be increased by requiring use of comparable recycled and locally sourced materials for construction of site improvements.
- (10) Vehicle Miles Traveled (VMT) and energy use shall be reduced by providing a compact Two-Family development which limits the required

length of the Primary Access Drive system in comparison to the roadway system required for a comparable Single-Family development.

(11) Existing drainage patterns shall be preserved and water resources shall be protected by using Best Management Practices (BMPs) to limit runoff and reduce Total Suspended Solids and related contaminants.

j. **Construction Requirements.** Site improvements shall comply with the requirements of this paragraph provided; however, that these construction requirements may be waived by the Planning Board as part of Site Plan Review. Materials for site improvements shall comply with the Sharon Planning Board's Rules and Regulations Governing the Subdivision of Land and shall be recycled or locally sourced when comparable. Primary Access Drives shall have minimum pavement widths of twenty-two (22) feet and minimum centerline radii of fifty (50) feet. Segments of Primary Access Drives serving more than ten (10) dwelling units or serving the Multiuse Clubhouse shall have minimum pavement widths of twenty-four (24) feet and minimum centerline radii of one hundred (100) feet. Pavement shall consist of four (4) inches of hot mix asphalt pavement, a three (3) inch thick dense graded base, and a twelve (12) inch thick gravel base with hot-mix asphalt curb or berm. The centerline of access drives shall be a minimum slope of one (1) percent and a maximum slope of seven percent (7%). A hot mix asphalt curb with a five (5) ft. wide walkway shall be provided along one side of the Primary Access Drive with a three (3) inch thick hot mix asphalt pavement with an eight (8) inch thick gravel base. Water distribution and sanitary sewer systems shall comply with the design requirements of the Planning Board Rules & Regulations. Cable utilities shall be installed underground. Stormwater management shall comply with Section 4394.

k. **Operation and Maintenance Requirements.** All infrastructure within the Recreation and Residential Overlay District Project shall remain forever private. Operation, maintenance, and repair of vehicle and pedestrian access facilities, parking and loading, utilities, stormwater management, sanitary sewer collection and treatment facilities, and landscaping shall be the responsibility of the property owner. Site Plan review shall establish the organizational structure, funding mechanisms, and responsibilities of organizations which may include one or more homeowners organizations responsible for infrastructure on the Two-Family lots, one or more business owners organizations if applicable

responsible for infrastructure on the golf course and Multiuse Clubhouse lots, and an overall property owners organization responsible for infrastructure shared among the Two-Family, golf course, and Multiuse Clubhouse lots.

#### **4392. Definitions.**

The following terms shall have the meanings set forth herein notwithstanding any conflicting definitions in Article V:

**Multiuse Clubhouse** - A facility in one or more buildings grouped around a common parking area that includes a golf clubhouse if the project includes an operational golf course and may include one or more private facilities as follows: a sit down restaurant, function facility, or gymnasium/health club/fitness center.

**Primary Access Drive** - A vehicular and pedestrian access facility including appurtenant utilities providing primary access to three or more buildings containing Two-Family Dwellings or to a building containing a Multiuse Clubhouse or to a parking facility for golf course users or any of the aforesaid.

**Recreation and Residential Overlay District Project** - A project located on one or more contiguous lots of land within the Recreation and Residential Overlay District and developed pursuant to the requirements of Section 4390 with Two-Family Dwellings, a Multiuse Clubhouse, a golf course, and open space used for active recreation and/or conservation purposes and with uses of land and buildings or dimensional, parking, and loading requirements governed by the provisions of Section 4390.

#### **4393. Use Regulations.**

Uses and accessory uses within a Recreation and Residential Overlay District shall comply with the following:

a. Permitted Uses:

- (1) Two-Family Dwellings (located in one or more buildings on a lot).
- (2) Golf course, golf driving range, and golf practice facility.
- (3) Multiuse Clubhouse
- (4) Gymnasium/health club/fitness center

(5) Tennis courts

(6) Swimming pool.

b. Permitted Accessory Uses:

(1) Surface and garage parking for residences and Multiuse Clubhouse.

(2) Security services and related uses, including guard houses.

(3) A property sales office and facility management office.

(4) Stormwater management facilities.

(5) On-site septic systems in compliance with Title 5 and Sharon Board of Health Regulations, if and as applicable.

(6) Wastewater treatment facilities and related appurtenances; provided that such wastewater treatment plants shall be subject to the issuance of a Groundwater Discharge Permit issued by the Massachusetts Department of Environmental Protection (DEP) and to the issuance of a Treatment Works Construction Permit by the Sharon Board of Health if and as applicable subject to provision of adequate funding mechanisms ensuring proper operation and maintenance protocols, Town monitoring and testing, and repair and replacement consistent with the requirements of the Department of Environmental Protection and the Sharon Board of Health, if and as applicable.. In addition, at the boundary of the lot containing the wastewater disposal area, the groundwater shall meet Massachusetts drinking water standards and other limits on pollutants set forth hereinafter. Unless waived by the Planning Board during Site Plan Review, the soil absorption system shall be located outside of any Water Resource Protection District.

(7) Open space which may include trails and parking at trail heads.

(8) Maintenance buildings and garages for parking of service or facility vehicles excluding any vehicle maintenance; provided, however, such maintenance building shall not exceed eight thousand (8,000) sq. ft. in floor area and the cart storage building shall not exceed six

thousand (6,000) sq. ft. in floor area.

(9) Identifying signs indicating only the name and contact information of the owner or occupant, the street number and address, and the uses or occupations engaged in on the premises, limited to one identifying sign not exceeding two hundred and twenty-five (225) sq.-ft. in area and located within 200 ft. of the I-95 right-of-way and one additional identifying sign not exceeding fifty (50) sq. ft. and located either within the golf course lot frontage or within the Multiuse Clubhouse lot frontage.

#### **4394. Performance Standards.**

A Recreation and Residential Overlay District Project shall comply with the following:

a. Overall Development. Green development principles of energy efficiency and sustainability shall be incorporated by including those Leadership in Energy and Environmental Design (LEED) for Neighborhood Development (ND) strategies of Section 4391.(i). LEED for Neighborhood Development: Plan principles should be incorporated; however, formal LEED ND:Plan certification shall not be required and building design shall not subject to the requirements of this Section.

b. Wastewater collection and treatment. Wastewater collection and treatment shall comply with the following:

(1) Wastewater shall be collected and treated in compliance with requirements of the Massachusetts Department of Environmental Protection and the Sharon Board of Health, if and as applicable.

(2) Wastewater may be discharged to sanitary sewers tributary to the sanitary sewer systems in other municipalities or the Massachusetts Water Resources Authority sanitary sewer system.

(3) Wastewater may be discharged to an on-site wastewater treatment plant authorized by a DEP Groundwater Discharge Permit and a Sharon Board of Health Treatment Works Construction Permit, if and as applicable, or to an on-site septic system authorized by a Sharon Board of Health Disposal System Construction Permit in compliance with Sharon Board of Health Article 7 and Title 5 (310 CMR 15.00) and the Sharon Board of Health Rules & Regulations for

a Recreation and Residential Overlay District Project, if and as applicable. On-site septic systems shall not be allowed for Two-Family Dwellings or for the Multiuse Clubhouse unless the Planning Board determines that sewage generation for the total Recreation and Residential Overlay District Project will not exceed 10,000 gallons per day in perpetuity or unless wastewater generation during the initial phases of development has not reached the minimum threshold for which DEP will issue a Groundwater Discharge Permit or for which the Sharon Board of Health will issue a Treatment Works Construction Permit.

(4) Wastewater treatment plant effluent shall meet Massachusetts Drinking Water Standards (310 CMR 22.00) and Massachusetts Surface Water Quality Standards for Class A Surface Waters.

(5) Any on-site sanitary sewers shall be subject to ongoing requirements for leak detection and repair.

c. Stormwater Management. Stormwater management facilities shall be provided to collect and treat all stormwater runoff from all developed areas and shall comply with the Department of Environmental Protection's Stormwater Management Standards (310 CMR 10.05(6)(k)-(q)) whether or not the activity is subject to the Massachusetts Wetlands Protection Act (MGL c. 131 §40).

(1) Stormwater management facilities shall attenuate increases in the rate of off-site discharge for the one-year frequency storm event.

(2) Stormwater management facilities incorporating low impact design measures shall be used to abate contaminants caused by golf course operation including nitrogen and phosphorous.

(3) Low impact design using on-lot stormwater management and recharge shall be used to the maximum extent practicable including separate roofwater recharge facilities including raingardens and lawn depressions, and porous pavement for unit driveways and walkways. Grading for Two-Family Dwellings including its driveway grading, should disconnect lot runoff from the Primary Access Drive.

(4) The stormwater management system shall provide for collection and treatment of runoff from the ten (10) year frequency storm event and shall provide for no increase in the peak rate of discharge for the ten (10) and



one hundred (100) year frequency storm events. Rainfall shall be based on NOAA Atlas 14.

d. Irrigation. Irrigation of the golf course lot and any portions of the golf course within easements on contiguous lots shall be allowed and shall not be subject to the requirements of the remainder of this paragraph. Irrigation on any lot containing Two-Family Dwellings or the Multiuse Clubhouse (but not including the golf course) shall be allowed if potable water from the Sharon municipal water distribution system is not used for irrigation and if irrigation is subject to an Irrigation Management Plan that incorporates staged drought management provisions and incorporates use of non- municipal water and treated effluent application to turf to the extent allowed by regulatory agencies. On-site well water may be used if authorized by agencies having jurisdiction, but drawdown (excluding drawdown by wells serving the golf course) affecting adjacent water supply wells shall be minimized.

e. Landscaping. Landscaping shall be provided for all Two-Family Dwelling lots and the Multiuse Clubhouse lot (but not the golf course). Plant materials shall be native species where practicable. Invasive plants listed on the Massachusetts Department of Agricultural Resources' Massachusetts Prohibited Plant List shall not be planted. Methods of application and allowed quantities of fertilizers are subject to limitations of a turf management plan approved during Site Plan Review.

f. Water Conservation. Buildings shall, as practicable, incorporate water conservation devices including water efficient plumbing fixtures and appliances.

g. Traffic Mitigation. Off-site intersection upgrades shall be provided that minimize the negative impact of project generated traffic on operations at intersections in the Traffic Study Area.

#### **4395. Dimensional Regulations.**

A Recreation and Residential Overlay District Project shall comply with the dimensional requirements set forth herein.

a. Dimensional requirements for the total Recreation and Residential Overlay District Project are as follows:

(1) Minimum Total Project Area: One hundred eighty (180) acres.

(2) Maximum Total Area of  
Lots within a Recreational  
and Residential Overlay  
District Project:

Twenty (20) acres for Two-Family  
Dwelling use.

Twenty-four (24) acres for Multiuse  
Clubhouse use without golf course.

(3) Maximum Total Project Density.

Fifty-Two (52) dwelling units total per Recreation and Residential  
Overlay District Project.

One (1) Multiuse Clubhouse per Recreation and Residential  
Overlay District Project.

Two (2) bedrooms per dwelling unit maximum and one hundred  
four (104) bedrooms total per Recreation and Residential Overlay  
District Project.

(4) Maximum Total Project Coverage Limits.

Maximum area of impervious materials including structures:  
fifteen percent (15%).

Minimum natural vegetation area: ten percent (10%).

b. Location Requirements. Two-Family Dwellings shall be located on one or more lots and more than one building containing Two-Family Dwellings may be located on a lot. The golf course and the Multiuse Clubhouse shall each be located on a separate lot.

All Two-Family Dwellings shall use Primary Access Drives for access. Curb cuts for driveways serving individual Two-Family Dwellings are prohibited on public ways in existence as of the date of an application for site plan approval of a Recreation and Residential Overlay District Project.

c. Dimensional requirements for lots are as follows:

- (1) Minimum Lot Area for Two-Family Dwelling Use: The greater of sixty thousand (60,000) sq.-ft. or eighty-five hundred (8,500) sq.-ft. per dwelling unit.
  - (2) Minimum Lot Area for Golf Course: One hundred sixty (160) acres.
  - (3) Minimum Lot Area for Multiuse Clubhouse: Ten (10) acres.
  - (4) Minimum Lot Width for All Uses: Two hundred ten (210) feet.
  - (5) Minimum Lot Frontage: Two-thirds of the minimum Lot Width.
  - (6) Maximum Lot Coverage: Twenty-five percent (25%).
  - (7) Maximum Coverage Limits of impervious materials including structures:
    - Ten (10) percent for the golf course.
    - Forty (40) percent for the Multiuse Clubhouse.
    - Fifty (50) percent for the Two-Family Dwellings.
  - (8) Maximum Gross Floor Area for the Multiuse Clubhouse Facility: Fifty thousand (50,000) sq.-ft.
  - (9) Minimum Street Setback for Principal or Accessory Buildings: One-hundred (100) feet.
  - (10) Minimum Setback for Principal or Accessory Buildings:
    - : Fifteen (15) feet from side lot lines.
    - Twenty (20) feet from rear lot lines.
  - (11) Minimum Separation between Principal or Accessory Buildings on the Same Lot: Ten (10) feet
  - (12) Maximum Separation between Principal Buildings in Multiuse Clubhouse use on the Same Lot: Fifty (50) feet.
- d. Maximum Building Height.

(1) For Dwellings: Not to exceed the more restrictive of two and one-half (2.5) stories or thirty-five (35) feet.

(2) For Multiuse Clubhouses: Not to exceed the more restrictive of two (2) stories or forty (40) feet including rooftop mechanical equipment.

(3) For Accessory Buildings: Not to exceed the more restrictive of two stories or thirty (30) feet.

**4396. Required Off-Street Parking and Loading.**

a. Minimum Parking Requirements:

(1) Residences: Two (2) Parking Spaces per Dwelling Unit.

(2) Multiuse Clubhouse: Five (5) parking spaces per one thousand (1,000) sq.-ft. of floor area. As part of the Site Plan Review and Approval process, the Planning Board may reduce the number of parking spaces required upon submission of a parking management plan prepared by a Civil Professional Engineer (PE).

b. Design Requirements for Two-Family Dwelling Parking:

(1) Parking spaces shall be located within 100 ft. of the residence.

(2) Each parking space shall have direct access to an access drive and stacked parking spaces shall not count toward the minimum number of required parking spaces.

(3) Each parking space shall be capable of containing a rectangle not less than nine (9) by eighteen (18) feet.

c. Design Requirements for Golf Course and Multiuse Clubhouse Parking:

(1) Parking spaces shall be located within seven-hundred (700) ft. of the Multiuse Clubhouse.

(2) Each parking space shall have direct access to a parking aisle or access drive and shall be capable of containing a rectangle not less than nine (9) by eighteen (18) feet.

(3) Parking aisles shall have a minimum width of twenty-four (24)

feet for two-way traffic.

(4) For event parking and other short term periods of peak parking demand, the Planning Board may consider alternative parking provisions as Conditions of Site Plan Approval which include, but are not limited to, overflow parking on unpaved surfaces, shared parking, valet parking, and off-site parking with shuttle service.

d. Homeowner and property owner organization documents must include provisions for establishing and enforcing parking restrictions and prohibitions.

e. Minimum Loading Requirements for the Multiuse Clubhouse: One (1) loading space per fifty thousand (50,000) sq.-ft. of gross floor.

f. Design Requirements for Loading Spaces: Each loading space shall have direct access to an access drive and shall be capable of containing a rectangle not less than twelve (12) by forty (40) feet and vertical clearance of fourteen (14) ft.

#### **4397. Site Plan Review and Approval.**

All uses within a Recreation and Residential Overlay District, require by Site Plan Approval from the Planning Board. Unless waived by the Planning Board, applications for Site Plan Review and Approval shall comply with the following:

a. Applicants are encouraged to submit sketch plans and meet informally with the Planning Board prior to formal submission of a Site Plan Approval Application.

b. Submittal. A copy of the Site Plan application must be filed with the Town Clerk and a copy of the application, including the certification by the Town Clerk must be filed forthwith by the petitioner with the Planning Board. The Planning Board shall hold a public hearing, for which notice has been given as provided in M.G.L. Chapter 40A.

c. Site Plans shall show the total Recreational and Residential Overlay District Project including all lot boundaries and all proposed phases of development within the Recreation and Residential Overlay District Project, and all contiguous land within the Recreation and Residential Overlay District.

- d. Site Plans shall be drawn to a scale of forty feet (40') to the inch (or such other scale as the Planning Board may accept). Site Plans shall be prepared by a multidisciplinary team and shall be signed and sealed by a Massachusetts Civil Professional Engineer (PE), a Massachusetts Professional Land Surveyor (PLS), and a Massachusetts Registered Landscape Architect (RLA).
- e. Existing conditions survey shall be based upon on-the-ground fieldwork. Layout shall be tied to the Mass State Coordinate System and elevations shall be on North American Vertical Datum (NAVD 88).
- f. Site Plans shall include a cover sheet, layout sheet, grading and drainage sheet, landscaping sheet, details sheet, a sedimentation and erosion control sheet, a traffic control sheet, a lighting sheet, and a construction phasing sheet. The Plans shall show, among other things, all existing and proposed lot boundaries, buildings and structures and their uses, means of building egress, parking areas, driveway openings, driveways for individual dwelling units, and zoning summary table.
- g. Site Plans shall show existing and proposed grading with a one foot (1') contour interval and spot grades based on NAVD 88.
- h. Site Plans shall show all on-site local, state, and federal regulatory resource boundaries and buffer zones shall be clearly identified and all wetland flag locations shall be numbered and placed upon the Site Plan;
- i. Site Plans shall show sanitary sewer collection systems and wastewater treatment systems including septic systems in compliance with Massachusetts Department of Environmental Protection and Sharon Board of Health Regulations, if and as applicable; stormwater management systems; water distribution systems; and, cable utility systems.
- j. A Stormwater Management Report shall be submitted that includes a narrative, a Stormwater Checklist signed and sealed by a Civil Professional Engineer (PE), TR-55/TR-20 based hydrologic analysis, rational formula pipe sizing calculations, a Long-Term Pollution Prevention Plan (Standards 4-6), a Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan (Standard 8), and an Operation and Maintenance Plan (Standard 9).

- k. Site Plans shall show, Primary Access Drives, parking areas, accessible parking spaces and accessible routes, loading and service areas, pedestrian and bicycle facilities, waste disposal facilities and dumpsters, and open space.
- l. Site Plans shall also show all proposed Two-Family Dwellings and related site improvements.
- m. Site Plans shall show a detailed plan of all golf course elements to be established or existing elements to be disturbed or changed including fairways, tees, greens, rough areas and hazards, cart paths, golf driving range and practice facilities, irrigation system, irrigation wells, maintenance facilities; parking and loading areas; and shall show a detailed plan of open space including Natural Vegetation Areas.
- n. Site Plans shall show all components of the Multiuse Clubhouse including means of building egress, parking and loading areas, pedestrian and bicycle facilities, refuse and other waste disposal facilities, and dumpsters.
- o. Earthwork quantities shall be provided.
- p. Site Plans shall show all hydrants, fire protection systems, site lighting, and lighting fixture and pole details. All lighting fixtures shall be designed based upon dark skies principles by minimizing the upward projection of light.
- q. Site Plans shall include landscape plantings and planting details, and all hardscape elements. Site lighting fixture locations shall be shown for coordination purposes. The drawings shall show the quantity, location, species, and height or caliper of all trees and shrubs and the species, size, and quantity of all groundcovers. Details shall be provided for all structures and hardscape elements and planting details shall be provided for coniferous and deciduous trees and shrubs of each size.
- r. A report shall be submitted evaluating the LEED for Neighborhood Development: Plan points for which the site improvements within the Recreation and Residential Overlay District are eligible. However, formal LEED ND certification, evaluation of building design, and inclusion at least one certified green building shall not be required.

s. Typical architectural plans and elevations and colors and materials shall be submitted for each typical Two-Family Dwelling type. Specific architectural plans and elevations and colors and materials shall be submitted for all principal nonresidential buildings.

t. A complete sign package shall be submitted including all informational and directional signage. All wall signs and free standing signs shall be shown. Sign plans and details shall show locations, dimensions, colors, materials, finishes, methods of illumination and illumination levels, and methods of structural support.

u. A traffic study prepared by a Traffic or Civil Professional Engineer shall be submitted evaluating existing, no-build, and build intersection operations in the Traffic Study Area (TSA) shall be submitted. The TSA be established by the Planning Board to include the nearest major intersection on each approach to the principal site entrance and other intersections as designated. Traffic counts must be taken within one year of the date of submission; trip generation shall be based on the Institute of Transportation Engineers (ITE); trip distribution and traffic assignment shall be quantitatively based; sight distance at the site entrance shall be evaluated, and intersection crash rates shall be calculated. For locations where intersection operations are impacted, measures to avoid, minimize, and mitigate traffic impacts shall be developed and evaluated the applicant's commitment to mitigation shall be clearly stated.

v. Reports to the Planning Board. Within ten (10) days following receipt of a duly submitted Site Plan application, the Planning Board shall transmit one (1) copy thereof to the Board of Health and Conservation Commission. The Board of Health and Conservation Commission shall review the Site Plan application and report in writing their recommendations to the Planning Board within forty-five (45) days. The Board of Health and Conservation Commission may seek pertinent information from other Town officials or boards and may request additional information from the applicant. The Planning Board shall not take final action on said plan until it has received reports thereon from the Board of Health and Conservation Commission, or until sixty (60) days have elapsed after the transmission of the plan to the board in question without submission of a report thereon.



w. Criteria. In granting Site Plan approval, the Planning Board shall consider the following:

(1) The extent to which the Site Plan fulfills the objective of the Recreation and Residential Overlay District to create a viable residential community with the amenities afforded by an on-site golf course and Multiuse Clubhouse and passive open space areas.

(2) The extent to which the Overall Development incorporates green development principles of energy efficiency and sustainability and utilizes LEED for Neighborhood Development (ND) strategies in accordance with Section 4391. i.

(3) The extent to which convenient and safe vehicular and pedestrian movements are accommodated within the site, and in relation to adjacent streets, property or improvements;

(4) The extent to which adequate utility services are provided to serve proposed residential and recreational uses.

(5) The extent to which adequate provisions are made for disposal for sewage, refuse or other wastes; drainage for surface water; and removal of snow;

(6) The extent to which measures are provided to minimize impacts on surface water and groundwater.

(7) The extent to which wastewater treatment plant effluent meets the Massachusetts Drinking Water Standards (310 CMR 22.00) and the Massachusetts Surface Water Quality Standards for Class A Surface Waters.

(8) The extent to which stormwater management facilities shall attenuate increases in the volume of off-site discharge for the one-year frequency storm event.

(9) The extent to which stormwater management facilities conform, to the Massachusetts Department of Environmental Protection's Stormwater Management Standards (310 CMR 10.05(6) (k)-(q)).

(10) The extent to which stormwater management facilities in concert with low impact design measures abate contaminants caused by golf

course maintenance.

(11) The extent to which low impact design is used.

(12) The extent to which the stormwater management system prevents any increase in the peak rate of discharge for the ten (10) and one hundred (100) year frequency storm events.

(13) The extent to which buildings incorporate water conservation devices, including water efficient plumbing fixtures.

(14) The extent to which rooftop mechanical equipment is visually screened and acoustically buffered.

(15) The extent to which negative traffic impacts are minimized in off-site intersections in the Intersection Study Area through provision of necessary intersection upgrades.

(16) The extent to which use of potable water from the Sharon municipal water distribution system for irrigation is avoided. The extent to which irrigation water use, including water from on-site wells, is minimized through adherence to an Irrigation Management Plan and for wells on Two-Family Dwelling and Multiuse Clubhouse lots (but excluding consideration of wells serving the golf course), the extent to which irrigation well drawdown impacts affecting existing water supply wells on neighboring properties are minimized.

(17) The extent to which native plant materials are used; invasive plants are avoided; and the quantities of pesticides, fertilizers, and herbicides are minimized.

(18) The extent to which runoff from pedestrian areas, landscape areas, and low volume vehicular areas is accommodated using low impact design principles;

(19) The extent to which underground utilities are provided.

x. Final Action by the Planning Board. The Planning Board final action shall consist of an approval based on the determination that the Site Plan for the Recreation and Residential Overlay District Project is consistent with the criteria and requirements set forth in this Section

4390, an approval subject to reasonable conditions consistent with the criteria and requirements set forth in this Section 4390, or a denial based on a determination that:

- (1) The required Site Plan application filing materials for the Recreation and Residential Overlay District Project is incomplete or
- (2) The Site Plan is inconsistent with the criteria and requirements set forth in this Section 4390 (unless otherwise waived) so that it admits of no reasonable solution.

#### **4398. Consultants.**

To facilitate review of an application for a Site Plan, the Planning Board may engage outside consultants in accordance with Section 4390.

Consultants may be engaged to review any or all components of the Site Plan submission or any offsite improvements proposed in conjunction with the project. Additionally, for projects requiring issuance of State or Federal permits, consultants may be engaged to peer review submissions to the State or Federal agency and to represent the Town before these agencies to protect the Town's interests. Consultants may be engaged to observe construction of the site improvements authorized by Site Plan approval.

(a) *Scope of Work.* In the course of exercising its powers under this Bylaw, the Planning Board may engage outside consultants for peer review of submissions, for peer review and representation in regard to state and federal permits and licensing, or for construction observation. Consultants are selected by majority vote of the Planning Board.

(b) *Review Fees.* Applicants shall reimburse the Town for the fees and expenses of outside consultants engaged by the Planning Board. Fees shall be paid prior to inception of each phase of the work. Escrow accounts shall be replenished within fifteen (15) days following receipt of notice. Failure to pay fees in accordance with the aforesaid shall be deemed, after notice to the applicant, with an opportunity to cure, to constitute withdrawal of the project. Fees shall be deposited in a special account established by the Town Treasurer and may be expended only for the purposes described above.

(c) Prior to engaging the consultant, applicants may appeal selection of a

particular consultant to the Board of Selectmen. The grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum required qualifications. In the event that no decision is made by the Board of Selectmen within one (1) month following the filing of the appeal, the selection made by the Planning Board shall stand.

#### **4399. Enforcement and Implementation.**

Any Site Plan approval issued under this section shall lapse within one (1) year if actual construction of site infrastructure in accordance with the approved Site Plan has not commenced sooner, except upon application within one (1) year and for good cause shown. Construction shall not include site preparation and preliminary site clearing activities. Such time period shall be extended upon request by the applicant for one (1) year. A Recreation and Residential Overlay District Project may be constructed in multiple phases over time. Once construction of any portion of a Recreation and Residential Overlay District Project has commenced, such Site Plan approval shall not lapse if the construction proceeds in phases in accordance with an overall project schedule of completion not to exceed four (4) years unless extended by the Planning Board for good cause shown.

#### **AND FURTHER**

To amend the Zoning By-Law by amending the map entitled "Zoning, Town of Sharon, Massachusetts" as approved by the Sharon Planning Board on May 6, 2013 and prepared by the Department of Public Works, Engineering Division, GIS Team, by placing a certain tract of land containing approximately two hundred (200) acres of land in the "Recreation and Residential Overlay District" as generally indicated on the plan entitled "Zoning: Key Plan" and on the plan entitled "Zoning: Recreation and Residential Overlay District Tiot Street, Sharon, MA 02067" prepared by Coneco Engineers and Scientists dated 3/21/2017 which are included on pages that follow.

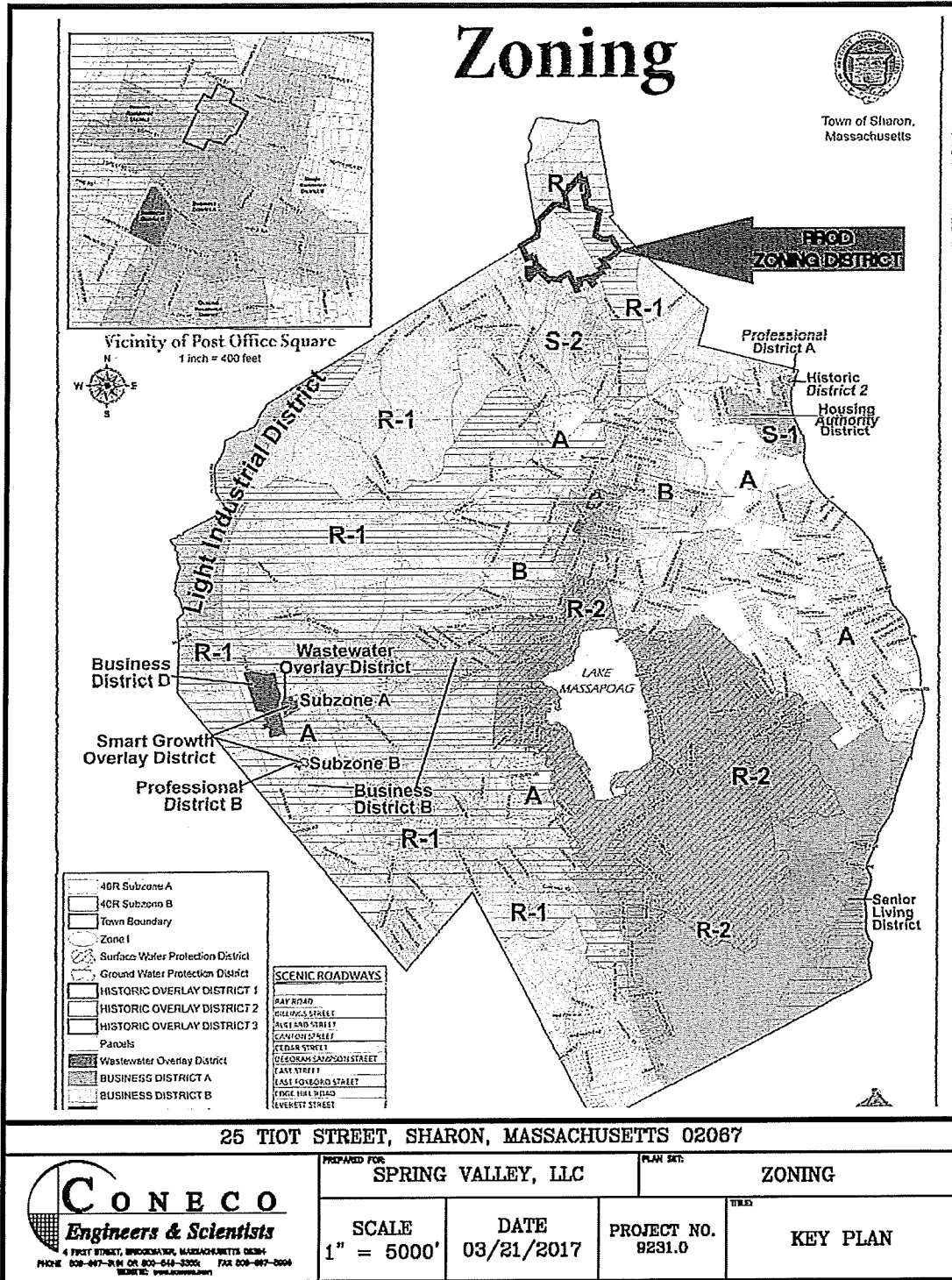
Currently, the parcel is located within the Rural District 1 (R-1 District) and will remain in this District. The parcel is currently overlain partially by the Ground Water Protection District and those portions of the parcel will remain in this overlay district.

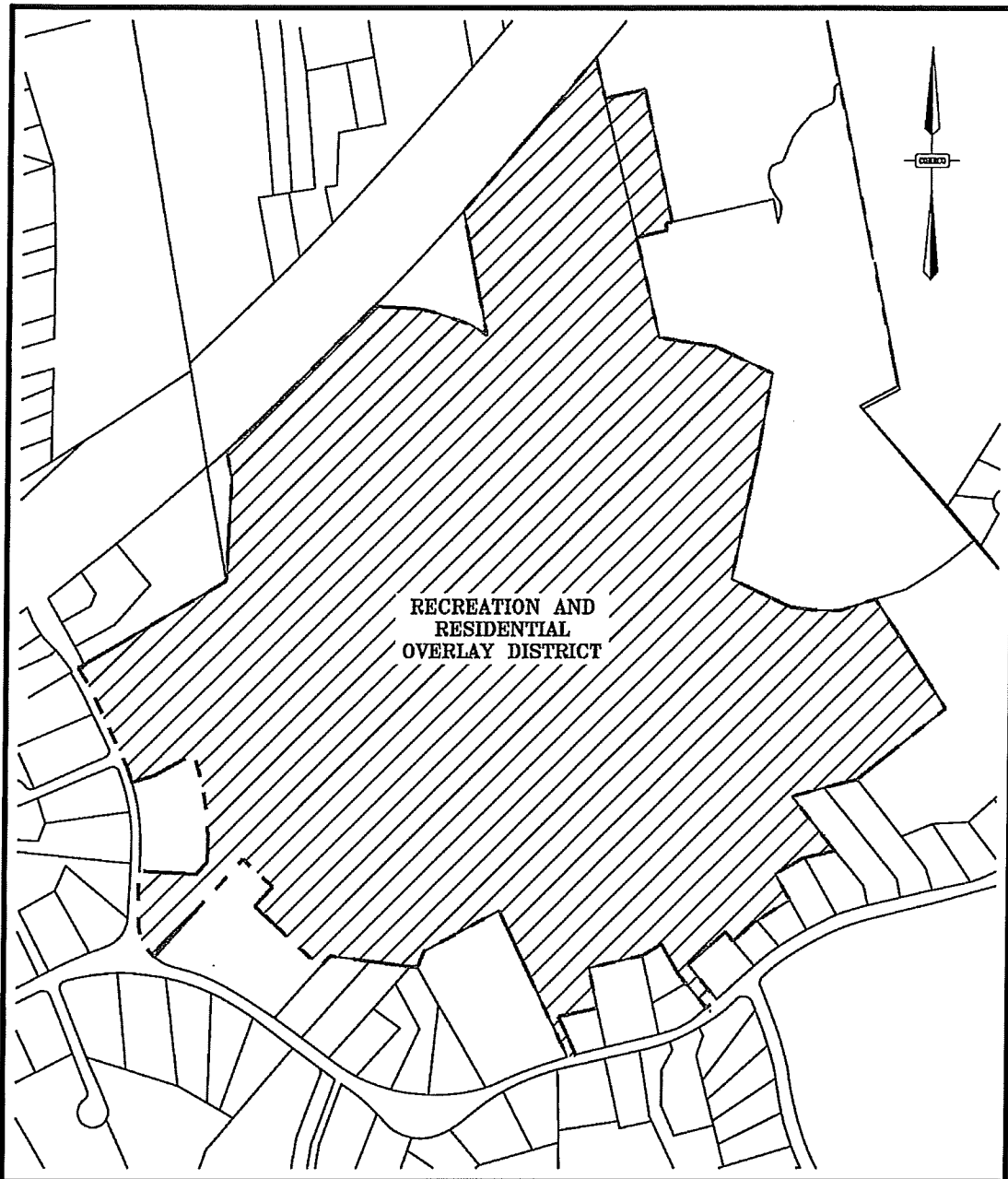
And further by amending the aforesaid map entitled "Zoning Map, Town of Sharon, Massachusetts" by adding the term "Recreation and Residential Overlay District" and color symbol to the map legend and revising the date of the map.

or to take any other action relative thereto.


BOARD OF SELECTMEN

\*\*\*\*\*@\*



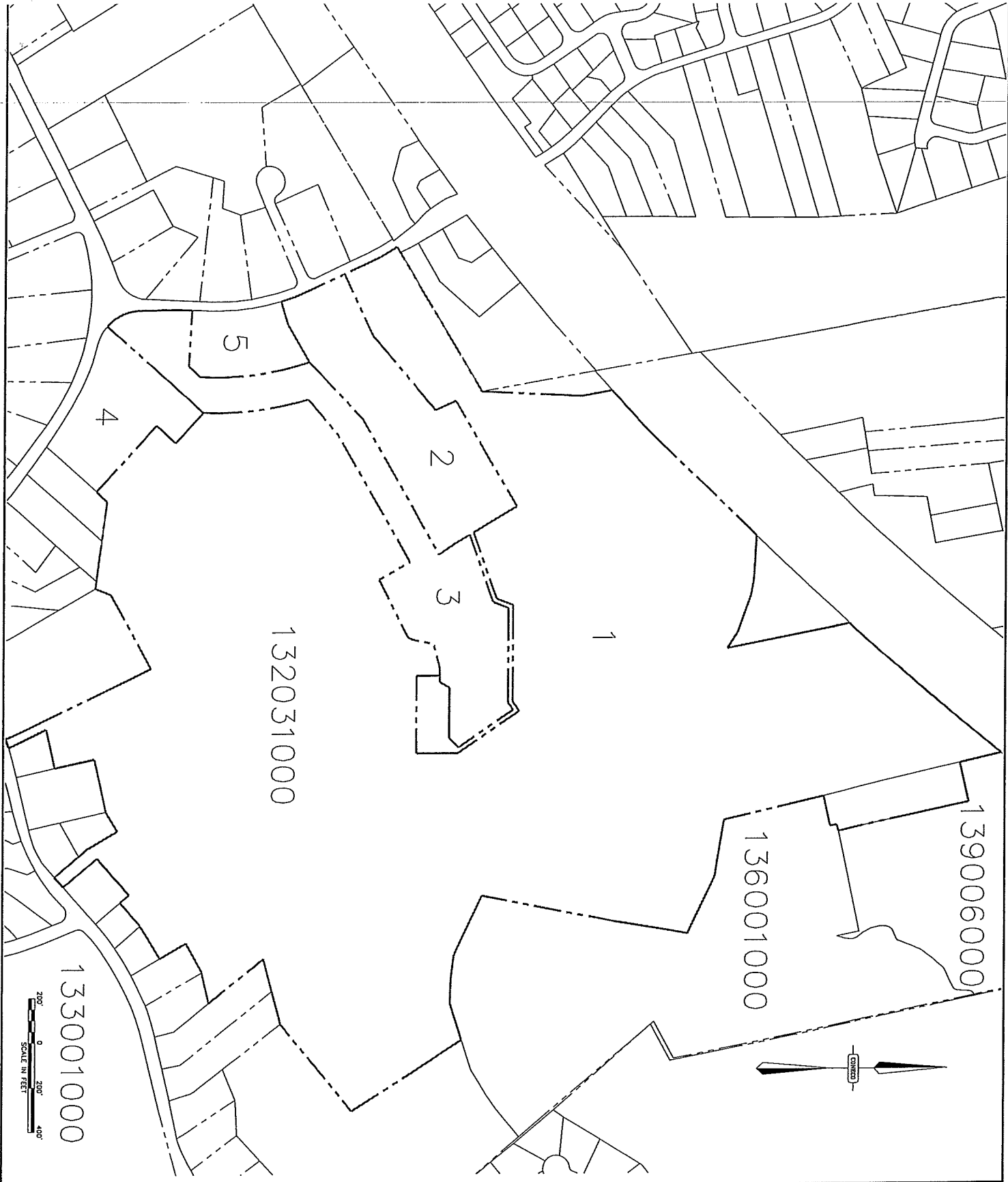


25 TLOT STREET, SHARON, MA 02087

 <p><b>CONECO</b> <i>Engineers &amp; Scientists</i> <small>4 FIRST STREET, WINDHAMER, MASSACHUSETTS 02324 PHONE: 508-937-3101 OR 800-943-3325 FAX: 508-937-8008 WEBSITE: www.coneco.com</small></p>	PREPARED FOR: SPRING VALLEY, LLC	PLAN SET: ZONING
	SCALE: 1" = 600'	DATE: 03/21/2017
TITLE: RECREATION AND RESIDENTIAL OVERLAY DISTRICT, TLOT STREET, SHARON, MA 02087		

# **EXHIBIT 7.1**





DATE: 03/21/07  
 DESIGNED BY: JAK/SK/SMB  
 DRAWN BY: DAI/IN/DAW/SMB  
 SCALE: 1"=400'  
 PROJECT NO.: 25310  
 SHEET NO.: 1



PROJECT: SPRING VALLEY COUNTRY CLUB  
 25 TIOU STREET  
 SHARON, MA 02087

PLAN SET: CONCEPTUAL LAYOUT

PROPERTY: SPRING VALLEY, LLC  
 25 TIOU STREET  
 SHARON, MA 02087

DRAWING: ASSESSORS LOT LAYOUT

REVISIONS			
NO.	DATE	DESCRIPTION	DR/CK