

March 19, 2018

Via Email and Federal Express

Town of Medway
Zoning Board of Appeals
195 Village Street
Medway, MA 02053
Attn: Eric Arbeene, Chairman

NOTICE OF PROJECT CHANGE – 760 CMR 56.05(11)
Timber Crest Estates Comprehensive Permit, dated May 31, 2017

Dear Chairman Arbeene:

As you may recall, this firm represents Timber Crest, LLC (“Timber Crest”) in connection with the above-referenced comprehensive permit development. Timber Crest is in the final design and permitting phase of this project. In the course of final design and permitting, Timber Crest has encountered an opportunity to reconfigure the road layout on the “East Side” of the project site. This reconfiguration would eliminate a wetland crossing and further reduce the project’s impact on wetland resources, neighboring properties and traffic patterns. Please accept this letter as a Notice of Project Change pursuant to 760 CMR 56.05(11), which describes changes to the approved project plans associated with the proposed roadway reconfiguration. The changes are generally described as follows, but are shown in more detail on the plans attached hereto as Exhibit A:

- Eliminate proposed permanent wetland crossing at Road I. Utilities will be installed underneath the wetlands so as to eliminate any permanent wetland impact in this area.
- Road I will be changed to a shared driveway serving only four (4) units off of 21 Fairway Lane.
- Eliminate Lots 76, 77, 78 and 79. Move Lot 75 to the south of Lot 99.
- Install 15-foot wide emergency-access only path through Lot 94 to a new emergency access easement through 13 Fairway Lane out to Fairway Lane.
- This 15-foot wide emergency-access only path will be gated, reserved for emergency access only and built to specifications sufficient for emergency vehicles.
- A copy of an “Option to Purchase Emergency Access Easement” that describes the proposed easement is attached as Exhibit B.
- A letter from the Fire Chief regarding the adequacy of the proposed emergency egress is attached as Exhibit C.

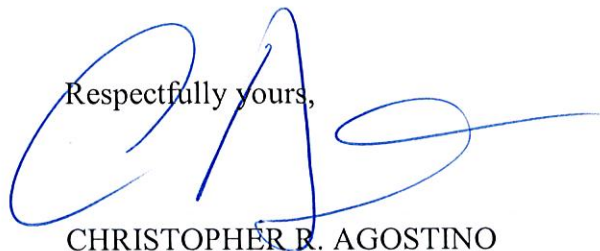
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The “cut-sheets” attached as Exhibit A show the affected areas of the project site, both before and after the proposed changes. All other design parameters and features of the approved plans, including overall traffic impacts, water main phasing and water pressure analysis, site layout, etc., will remain the same. Traffic on Fairway Lane will obviously be reduced, with vehicle trips being re-directed to the main site entrance on Holliston Street. The proposed changes described above will result in the following specific benefits to the approved project plans: i) reduce overall lot count from 147 lots to 143 lots, ii) eliminate one wetland crossing, iii) reduce impervious area by almost 1.5 acres, and iv) reduce overall road length by 1,732 feet.

The proposed changes *reduce* the overall impact of the approved development and *result in a reduction* in the number of units; therefore, Timber Crest respectfully requests that the Board determine that the proposed changes are insubstantial as described in 760 CMR 56.07(4)(b-d). If the Board determines that the proposed changes are insubstantial, these changes will be incorporated into the approved plans and Timber Crest’s final plans will reflect the revised roadway layout. If the Board determines that the changes are substantial, with specific references to the substantiality standards set forth in Section 56.07(4)(c), then the Board may schedule a public hearing on this matter in order to discuss the proposed changes in more detail.

Pursuant to 760 CMR 56.05(11) the Board is required to determine whether the proposed changes are substantial or insubstantial within twenty (20) days of this request. It is our understanding that the Board currently has a hearing scheduled on April 4th. Timber Crest would be happy to attend that hearing in order to answer any questions the Board may have about these proposed changes. In the meantime, please do not hesitate to contact me, or have Town Counsel contact me, if you would like to discuss this matter in more detail. We look forward to hearing from the Board soon.

Respectfully yours,



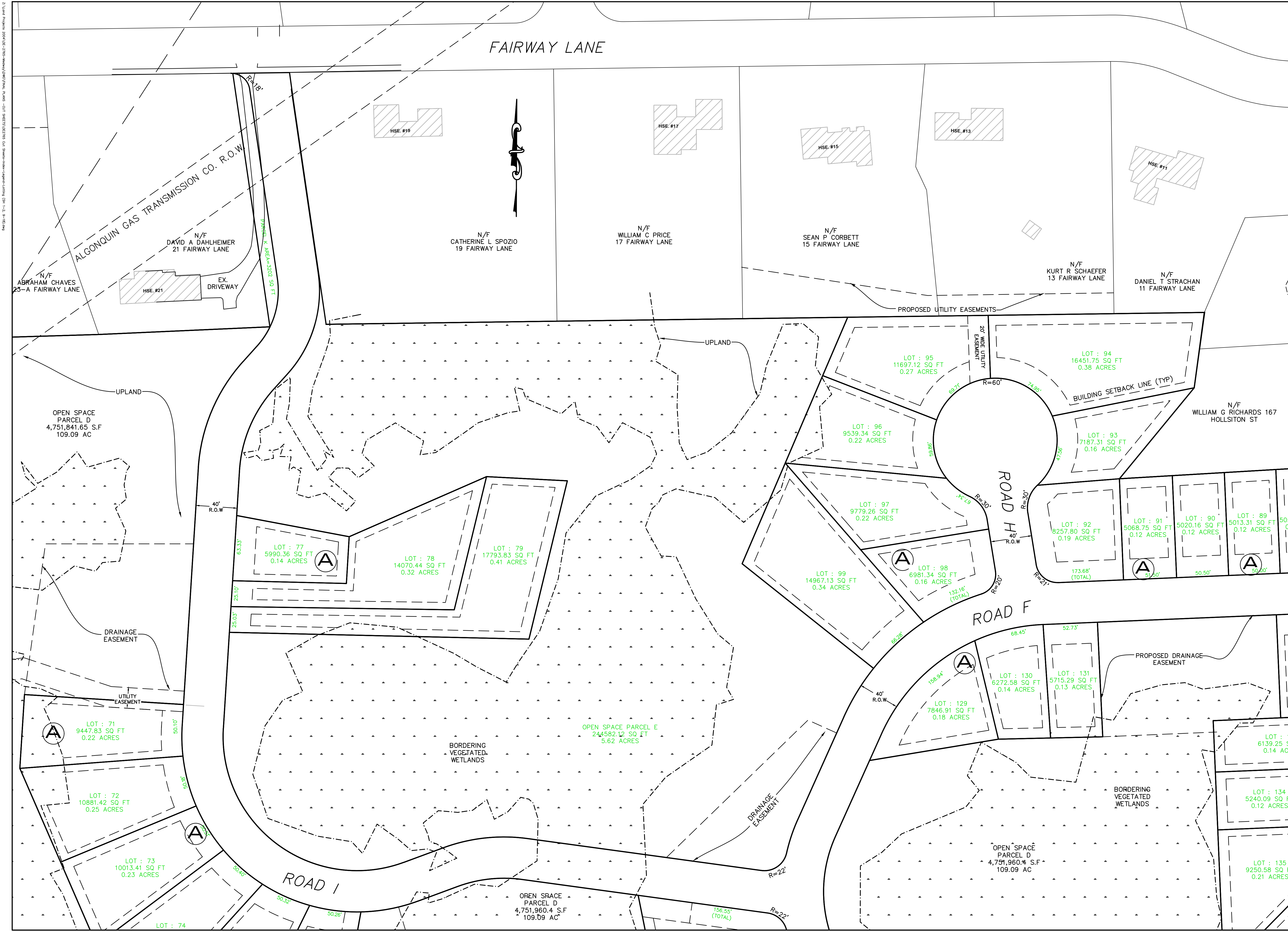
CHRISTOPHER R. AGOSTINO

CRA:cb

enclosures

cc: Timber Crest, LLC (via email only)
Outback Engineering, Inc. (via email only)
Paul Cusson (via email only)

Exhibit A



OWNERS

WICKETT DEVELOPMENT COMPANY, INC.
38746 CLINTON AVENUE DADE CITY, FL 33525
DD. BK. 13071, PAGE 203
PL. NO. 229 OF 2003, PL. BK. 507 (PARCEL A)
ASSESSORS PARCEL ID 8-016
DD. BK. 22145, PG. 113 (LOTS 8, 10, 12 & 14)
DD. BK. 22145, PG. 107 (LOTS 7, 11, 13 & 15)
PLAN NO. 80 & 81 OF 1987, PL. BK. 222
ASSESSORS PARCEL ID 9-058

HENRY L. WICKETT

38746 CLINTON AVENUE, DADE CITY, FL 33525
DD. BK. 9742, PG. 202
ASSESSORS PARCEL ID 8-019
DD. BK. 32754, PAGE 363
ASSESSORS PARCEL ID 8-020

HENRY L. WICKETT & HENRY L. WICKETT JR.

38746 CLINTON AVENUE DADE CITY, FL 33525
DD. BK. 6607, PG. 537
PORTION OF PL. NO. 97 OF 2012, PL. BK. 615
ASSESSORS PARCEL ID 14-005

NOVUS HOMES LLC

135 MAIN STREET, SUITE 5, MEDWAY MA, 02053
DD. BK. 32449, PG. 424
PL. NO. 666-C OF 9 OF 1972, PL. BK. 232 (LOT
214)
A PORTION OF ASSESSORS PARCEL ID 14-020

TIMBER CREST ESTATES LLC
C/O MOUNIR TAYARA

135 MAIN STREET, SUITE 5, MEDWAY MA 02053
DD. BK. 34358, PG. 264
PL. NO. 1103 OF 1950, PL. BK. 2945, PG. 230
ASSESSORS PARCEL ID 9-051
DD. BK. 32841, PG. 560
PL. NO. 75 OF 2015, PL. BK. 636
ASSESSORS PARCEL ID 15-001

SUSAN J. PAVLIK, NANCY P. RUSSELL, JAMES A.
PAVLIK & THOMAS F. PAVLIK


19 CENTER STREET MEDWAY, MA 02053
DD. BK. 24701, PG. 7
PL. NO. 388 OF 1995, PL. BK. 431
ASSESSORS PARCEL ID 15-019

JOHN C. SIMCOX & KATHLEEN R. SIMCOX, TRUSTEES
OF THE SIMCOX FAMILY TRUST

11 OHLSEN CIRCLE MEDWAY, MA 02053
DD. BK. 28614, PG. 283
PL. NO. 666-A OF 9 OF 1972, PL. BK. 232 (LOT
213)
A PORTION OF ASSESSORS PARCEL ID 14-021

APPLICANT

TIMBER CREST ESTATES LLC
C/O MOUNIR TAYARA
135 MAIN STREET, SUITE 5
MEDWAY MA 02053

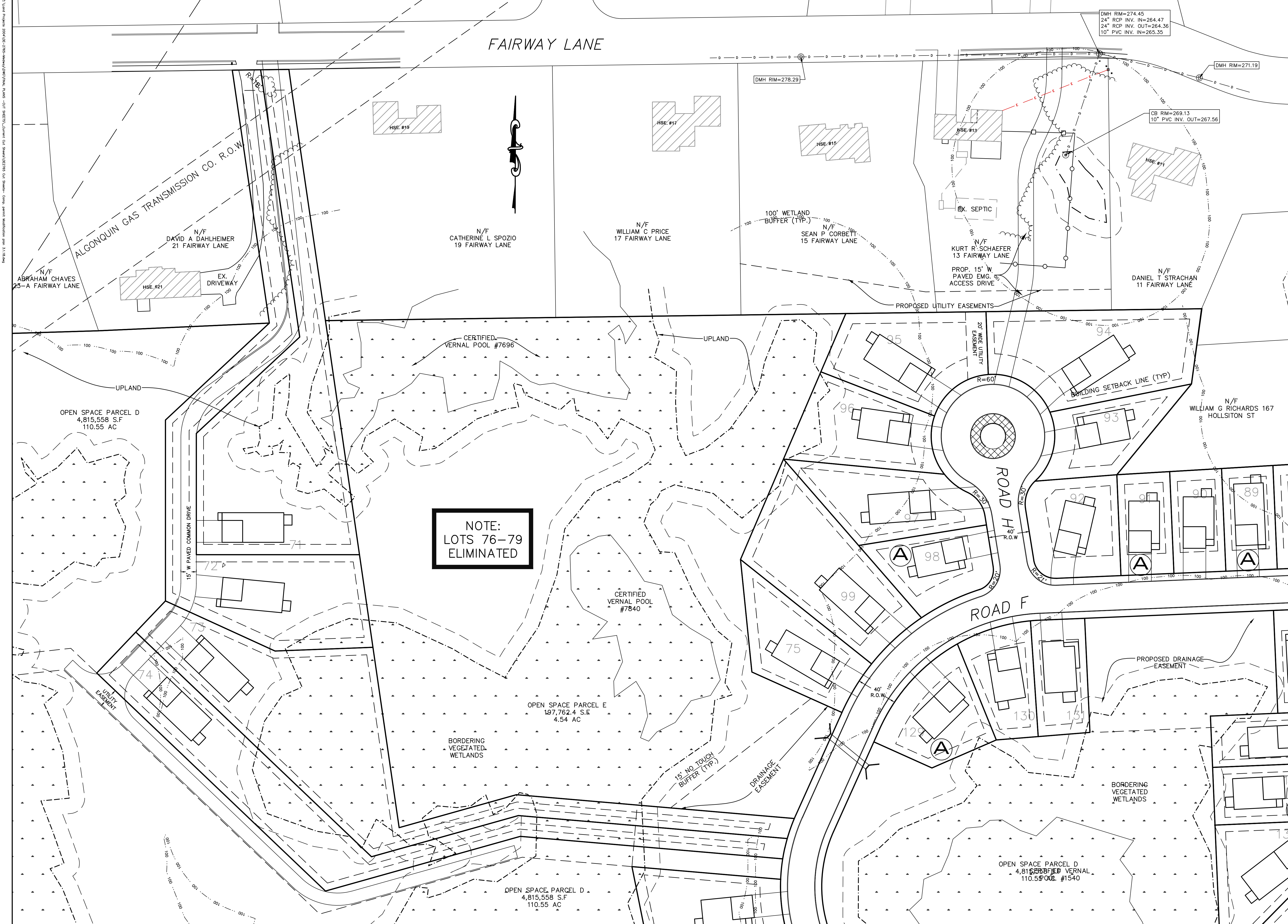


Outback Engineering
Incorporated

DATE: AUGUST 25, 2017	
DRAWN BY: CJV	CHECKED BY: JAP
SCALE: 1"=40'	SHEET 15 OF 50

OE-2765

EXHIBIT A: PROPOSED MODIFICATION PLAN



A INDICATES AFFORDABLE UNIT

REVISIONS		
NO.	DATE	DESCRIPTION

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WICKETT DEVELOPMENT COMPANY, INC.
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ASSESSORS PARCEL ID 8-016
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DD. BK. 22145, PG. 114 (LOTS 7, 9, 11, 13 & 15)
PL. NO. 80 & 81 OF 1967, PL. BK. 222
ASSESSORS PARCEL ID 9-058

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DD. BK. 32754, PAGE 363
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HENRY L. WICKETT & HENRY L. WICKETT JR.
38746 CLINTON AVENUE DADE CITY, FL 33525
DD. BK. 6607, PG. 537
PORTION OF PL. NO. 97 OF 2012, PL. BK. 615
ASSESSORS PARCEL ID 14-005

NOVUS HOMES LLC
135 MAIN STREET, SUITE 5, MEDWAY MA, 02053
DD. BK. 32449, PG. 424
PL. NO. 666-C OF 9 OF 1972, PL. BK. 232 (LOT 214)
A PORTION OF ASSESSORS PARCEL ID 14-020

TIMBER CREST ESTATES LLC
C/O MOUNIR TAYARA
135 MAIN STREET, SUITE 5, MEDWAY MA 02053
DD. BK. 34358, PG. 264
PL. NO. 1103 OF 1950, PL. BK. 2945, PG. 230
ASSESSORS PARCEL ID 9-051
DD. BK. 32841, PG. 560
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OF THE SIMCOX FAMILY TRUST
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DD. BK. 29614, PG. 283
PL. NO. 666-A OF 9 OF 1972, PL. BK. 232 (LOT 213)
A PORTION OF ASSESSORS PARCEL ID 14-021

APPLICANT

TIMBER CREST ESTATES LLC
C/O MOUNIR TAYARA
135 MAIN STREET, SUITE 5
MEDWAY MA, 02053

COMP. PERMIT MODIFICATION PLAN "TIMBER CREST ESTATES" OFF WINTHROP STREET, OHLSON CIRCLE, HOLLISTON STREET, FAIRWAY LANE & FERN PATH IN MEDWAY MASSACHUSETTS

Outback Engineering Incorporated

165 EAST GROVE STREET
MIDDLEBOROUGH, MA 02346
TEL: (508)-946-9231
FAX: (508)-947-8873
www.outback-eng.com

DATE: MARCH 2, 2018
DRAWN BY: CJV CHECKED BY: JAP
SCALE: 1"=40' SHEET 1 OF 1

0' 40' 80' 120'

OE-2765

Exhibit B

OPTION TO PURCHASE EMERGENCY ACCESS EASEMENT

This Option To Purchase Emergency Access Easement (the “Agreement”), dated as of March 19, 2018, is made by and between Timber Crest LLC, a Massachusetts limited liability company (“Buyer”) and Novus Homes, LLC, a Massachusetts limited liability company (“Seller”).

WITNESSETH:

For and in consideration of less than One Hundred Dollars (\$100.00), the mutual covenants, agreements and provisions herein contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged and received, Seller does hereby grant unto Buyer the option to purchase an easement over certain real estate owned by Seller, as hereinafter described, pursuant to the terms set forth herein.

1. Grant of Option. Subject to the terms, conditions and obligations herein, as of the date of this Agreement and through 5:00PM on the last day of the period ending three (3) years from the date hereof, unless otherwise terminated or extended by mutual agreement of the parties or as provided herein (the “Option Period”), Seller hereby grants to Buyer the option to purchase (“Option to Purchase”) the following easement rights (the “Easement”) burdening land owned by Seller at 13 Fairway Lane, Medway, Massachusetts and benefiting the Timber Crest Estates Development on land owned by Buyer, which development is described in a Comprehensive Permit Decision issued by the Medway Zoning Board to Buyer, dated as of May 31, 2017:

The non-exclusive right and easement to pass and repass, on foot, by vehicle or otherwise, for emergency purposes only, over a fifteen-foot (15’) emergency access road (to be constructed) being generally shown on a plan drawn by Outback Engineering, Inc., entitled, “Comp. Permit Modification Plan”, dated March 2, 2018 (the “Plan”), together with the right to design, construct, maintain, repair and replace said emergency access, including all required grading and site-work to install and support said fifteen-foot (15’) emergency access road. Seller reserves the right to use Seller’s property for all purposes, so long as Seller does not interfere with Buyer’s rights under this easement.

The easement terms and emergency access rights shall be more specifically described in the definitive easement agreement, which terms shall be satisfactory to Buyer in Buyer’s sole discretion, provided that such terms shall be consistent with this Agreement and in compliance with the requirements of the above-referenced Comprehensive Permit.

2. Price. The purchase price for the easement shall be One Hundred Thousand Dollars (\$100,000) (the “Purchase Price”).

3. Exercise. To exercise the Option to Purchase, Buyer shall give written notice received by the Seller before the expiration of the Option Period. Confirmation of receipt by overnight courier, certified mail, facsimile or other similar confirmation shall be conclusive

evidence of the time and date of receipt. The closing and performance for such purchase shall take place on the ninetieth (90th) calendar day after Seller's receipt of the notice of intent to exercise the Option to Purchase, or such earlier time as Buyer and Seller may agree (the "Closing"). In the event that the date for the Closing, or at the extended time for performance as further provided herein, shall fall on a Saturday, Sunday, a federal public holiday, or a holiday observed by the Commonwealth of Massachusetts, then the Closing shall be held on the next business day and the time for performance shall be adjusted. Unless otherwise agreed in writing, the Closing shall take place at the office of Buyer's counsel. Time shall be of the essence.

4. Closing Costs. All costs or adjustments shall be paid by the Buyer at the time of Closing.

5. Option Period. This Option to Purchase shall remain in full force and effect during the Option Period; provided, however, the Option Period may be extended by mutual agreement of the parties in writing.

6. Binding Effect. Except as herein otherwise expressly provided, the terms, conditions, obligations, and performance hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of Seller and Buyer.

7. Notices. All notices hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, as follows:

To the Seller:	Novus Homes, LLC 135 Main Street, Suite 5 Medway, MA 02053
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To the Buyer:	Timber Crest, LLC 135 Main Street, Suite 5 Medway, MA 02053
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8. Governing Law. This Agreement and the obligations and performance contemplated herein shall be governed by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as amended.

9. Entire Agreement. This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof. It may not be altered or amended except by a writing signed by the parties.

10. Execution. Buyer hereby represents and warrants that it has the full power and authority to execute this agreement and fulfill any and all obligations and performance contemplated herein.

This Option to Purchase Emergency Access Easement is executed as a sealed instrument on this 19th day of March 2018.

Seller:



Novus Homes, LLC
Mounir Tayara, Manager

Buyer:



Timber Crest, LLC
Mounir Tayara, Manager

Exhibit C



44 MILFORD STREET
MEDWAY, MA 02053

TOWN OF MEDWAY

FIRE DEPARTMENT

JEFFREY P. LYNCH
FIRE CHIEF



TEL: (508) 533-3211
FAX: (508) 533-3254

Mr. Mounir Tayara
Grandis Homes
135 Main Street, Suite 5
Medway, MA 02053

Mr. Tayara,

March 7, 2018

This letter will confirm our meeting of March 5, 2018 regarding eliminating a wetlands crossing for Road I and making that a 15 foot wide paved shared driveway for houses located behind 21R Fairway Lane. Additionally, you will providing a 15 foot wide paved emergency access from 13 Fairway Lane to Road H. It is my understanding the emergency access road from 13 Fairway Lane will be gated at both ends. You have agreed to sprinkler the houses which will be using the shared driveway from 21R Fairway Lane in order to reduce the required access road from 20 feet to 15 feet. In the event the emergency access road from Road H to 13 Fairway Lane is used for normal traffic it will be required to be enlarged to 20 feet in width. Additionally, please provide assurance that the emergency access roads will be maintained and will be plowed in the event of snow. Also, please provide signage at each end of the emergency access roads stating they are emergency access roads and there shall be no parking or snow storage in front of them.

Per Massachusetts Fire Code these emergency access roads are required per the below.

527 CMR 1 18.2.3.3 Multiple Access Roads. *More than one fire department access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climatic conditions, or other factors that could limit access.*

18.2.3.4 Specifications.

18.2.3.4.1 Dimensions.

18.2.3.4.1.1 *Fire department access roads shall have an unobstructed width of not less than 20 ft (6.1 m).*

18.2.3.4.1.2 *Fire department access roads shall have an unobstructed vertical clearance of not less than 13 ft 6 in.*

(4.1 m).

18.2.3.4.1.2.1 *Vertical clearance shall be permitted to be reduced, provided such reduction does not impair access by fire apparatus, and approved signs are installed and maintained indicating the established vertical clearance when approved.*

18.2.3.4.1.2.2 *Vertical clearances or widths shall be increased when vertical clearances or widths are not adequate to accommodate fire apparatus.*

18.2.3.4.2 Surface. *Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface.*

18.2.3.4.3 Turning Radius.

18.2.3.4.3.1 *The turning radius of a fire department access road shall be as approved by the AHJ.*

18.2.3.4.3.2 *Turns in fire department access roads shall maintain the minimum road width.*

18.2.3.4.4 Dead Ends. *Dead-end fire department access roads in excess of 150 ft (46 m) in length shall be provided with approved provisions for the fire apparatus to turn around.*

18.2.3.4.5 Bridges.

18.2.3.4.5.1 *When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.*

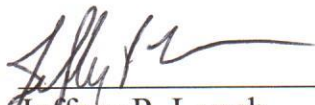
18.2.3.4.5.2 *The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus.*

18.2.3.4.5.3 *Vehicle load limits shall be posted at both entrances to bridges where required by the AHJ.*

I wish to reiterate that this does not grant you permission to circumvent any other regulations such as wetland regulations etc. As a result eliminating Road I you may also wish to consult with the Police Department regarding traffic.

If you have any questions please feel free to contact me at 508-533-3211.

Thank you.



Jeffrey P. Lynch
Chief of Department

p.c.; Ms. Bridget Graziano, Conservation Agent