

SULLIVAN & COMERFORD, P.C.
ATTORNEYS AT LAW
80 WASHINGTON STREET
BUILDING B, SUITE NO. 7
NORWELL, MA 02061
(781) 871-6500
Fax (781) 792-3993

WALTER B. SULLIVAN
ANITA J. COMERFORD

KAYLA A. SEPULVEDA
KATHLEEN H. HEFFERNAN

VIA Email and Hand Delivery

December 10, 2021

Ms. Liza Landy
Town Clerk
242 Union Street
Rockland, MA 02370
llandy@rockland-ma.gov

Re: 55 Accord Park Drive, Rockland, MA
Application for Special Permit/Section 6 Finding for Crystal Analytical LLC

Dear Ms. Landy:

This office represents Crystal Analytical LLC. and its managing partner, Christine Cleveland, with regard to its application for a Special Permit/ Section 6 Finding for the proposed use of a materials analysis business located at 55 Accord Park Drive, Rockland MA 02370.

Enclosed please find the following:

1. Application for Public Hearing with attached Rider For Special Permit/Section 6 Finding for Crystal Analytical LLC in B-2 Business Zoning District (13 copies);
2. Letter from Lessor/Owner Rockland Brick Building, LLC, Managing Member, Evelyn Nelson to Rockland ZBA (13 copies);
3. Sketch of Interior of Crystal Analytical LLC.'s Business Office prepared by Christine Cleveland dated November 30, 2021 (13 copies);
4. Rockland Brick Building, LLC, Standard Form Commercial Lease with Applicant dated 10/18/2021(13 copies);
5. Christine vB Cleveland Resume
6. Town of Rockland Assessor's Card for 55 Accord Park Drive (13 copies);
7. Certified Abutter's List (13 copies);
8. Municipal Lien Certificate (13 copies);
9. Envelopes for Mailings; and



10. A check in the amount of \$200.00 for filing fee.

Please call me, if you require any more information or have any questions. Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, reading "Kathleen H. Heffernan". The signature is written in a cursive style with a large, stylized initial 'K'.

Kathleen H. Heffernan

Sullivan & Comerford P.C.

Enclosures

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

SECTION 1:

A. I/We hereby apply for a public hearing before the Zoning Board for the following:
(Check all that are applicable)

- ☐ Application for Dimensional Variance
- ☐ Application for a Use Variance
- ☒ Application for a Section 6 Finding
- ☐ Special Permit for Use permissible by Special Permit
- ☐ Appeal from a Decision of the Zoning Enforcement Officer
- ☐ Comprehensive Permit (Chapter 40B)

SECTION 2:

B. Answer all of the following questions that pertain to your application:

1. Address of the property in question: 55 Accord Park Drive, Rockland, MA 02370
2. Name(s) of Owner(s) of Property: Rockland Brick Building LLC (Lessor) c/o Managing Member Evelyn Nelson
3. Owner's Address: 3340 SE Federal Highway #240, Stuart Florida 34997
4. Name of Applicant(s): Crystal Analytical LLC(Lessee) c/o Manager, Christine Cleveland
5. Address of Applicant: 46 Hingham Street
Rockland, MA 02370
6. Applicant's Phone: Home: _____ Work: 781-347-3936
Cell: 774-454-9199 Fax: _____
E-Mail: ccleveland@crystalanalytical.com
7. State the Assessor's Map # 5 and Lot # _____ of the property. Parcel ID 5-10-0
8. State the Zoning District in which the property is located: Business II
9. Explain in-depth what you are proposing to do: Please see the attached Rider to Town of Rockland ZBA Application For A Public Hearing For Crystal Analytical LLC.

10. Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application:

Not Applicable

11. List all applicable sections of the Zoning Bylaw that pertains to this application:

Please see the attached Rider to Town of Rockland ZBA Application For A Public Hearing For Crystal Analytical LLC.

12. If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) Not Applicable

13. If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland:

Please see the attached Rider to Town of Rockland ZBA Application For A Public Hearing For Crystal Analytical LLC.

14. If this is an appeal from a decision of the Zoning Enforcement Officer, state in detail the grounds upon which you claim that the Zoning Enforcement Officer/ Building Inspector's decision was in error. Not Applicable

Signed:

Enfr Lee Nelson, Managing Member of Rockland Brick Building LLC
Donald K Heep, by Enfr Lee Nelson, his attorney in fact.

Owner(s) of Record

All owners must sign

Signed:

Crystal Analytical LLC, by Christine Cleveland, Manager
by her attorney, Kathleen H. Heffernan
Crystal Analytical LLC, by Christine Cleveland, Manager

Applicant(s) If Different from owner

All applicants must sign

Signed:

Kathleen H. Heffernan, Sullivan + Comerford P.C.
Signature of Attorney (if any)

Date:

12/10/2021

Rider to Town of Rockland Zoning Board of Appeals (ZBA) Application for
Public Hearing For Applicant, Crystal Analytical LLC., 55 Accord Park Drive
Rockland

9. Applicant's answer:

The Applicant, Crystal Analytical LLC., is a materials analysis business, where the samples being evaluated are primarily composed of construction materials. These materials arrive at the business location by, the postal service, federal express and sometimes by personal delivery. The samples are solid building materials that may contain fibrous components such as synthetic fibers, asbestos, unregulated fibrous minerals (e.g. talc or brucite), or biologically derived fibers (e.g. cellulose or mycelium hyphae). These samples are analyzed using a variety of optical microscopy techniques under the protection of a negative pressure HEPA filtered hood. There is no analysis of lead paint or fuel. If the materials are determined to be non-hazardous, they are discarded as construction waste. If the materials are determined to be hazardous, they are disposed in accordance with guidelines provided by MA regulation 454 CMR 28.00 "The Removal, Containment, or Encapsulation of Asbestos", the Resource Conservation and Recovery Act (RCRA) Subtitles C and D, Title 15 Commerce and Trade – Subchapter II "Asbestos Hazard Emergency Response", and Rockland's Zoning Regulations utilizing a hazardous waste transportation company which transports the waste off-site.

After discussions with Fire Deputy Chief Haney about the Applicant's business and the premises at 55 Accord Park Drive, the Applicant when disposing of any hazardous waste pursuant to order of the Fire Department shall contact, by email, Deputy Fire Chief Thomas Heaney. The Applicant shall also provide to Deputy Fire Chief Heaney information concerning the HEPA filtered hoods.

In regard to parking at the leased premises, the Applicant's lease does not provide designated parking spaces. See attached and incorporated by reference herein, Letter to Rockland ZBA from Owner/Lessor of 55 Accord Park Drive. However, the parking lot has over forty spaces and is usually only a quarter full. The Applicant will have a maximum of four employees including Christine Cleveland, the Owner of the business. The traffic and the number of customers arriving at the leased premises will be minimal due to most of the Applicant's business deliveries arriving by mail or special delivery.

Please see the attached and incorporated by reference herein, Sketch of Interior Office of Crystal Analytical LLC. at 55 Accord Park Drive, Rockland, prepared by C. Cleveland dated 11/30/21.

10. Applicant's answer:

Not Applicable.

11. Applicant's answer:

Rockland Zoning Bylaws Section 415-89. Special permits., Section 415-14 Business II Zoning District., Section 415-6 Intent of classifications. B., Section 397-1 Prohibitions., Section 397-2 Storage controls, registration and inventory., Section 397-3 Report of spills and leaks., Section 397-4 Enforcement., Section 397-5 Violations and penalties., Section 397-6 Definitions., Section 415-79 Environmental performance standards. And Section 415-80. General performance standards.

12. Applicant's answer:

Not applicable.

13. Applicant's answer:

The Applicant, Crystal Analytical LLC., due to the uncommon nature of its business, materials analysis of construction waste, is requesting a Special Permit/Section 6 Finding from the Rockland Zoning Board of Appeals. The Applicant is leasing office space located at 55 Accord Park Drive, Rockland, MA. The leased office space has 902 square feet and is located on the second floor. It is located in the B-2 Business, Zoning District and it is NOT located in the Watershed Protection District. See the attached and incorporated by reference herein, Rockland Brick Building, LLC, Standard Form Commercial Lease with Applicant dated 10/18/2021.

Under Rockland Bylaw, Section 415-14 Business II Zoning District there is a list of permitted principal uses, a list of accessory uses and uses requiring special permit. The Applicant's business type is not listed under anyone of these uses; therefore, the Applicant requests a Special Permit/Section 6 Finding that the Applicant's business use, materials analysis of construction materials, is similar to uses requiring special permit under Section 415-14 Business II Zoning District C. The Applicant's business use is also in compliance with Section 415-6 Intent of classifications, B. Business Districts which states the following:

Business Districts have been so designed to best relate business development to both residential and non-residential uses in accordance with the "Clustered Growth Plan Concept" and to provide for optimal opportunities for economic growth in Rockland.

The Owner of Crystal Analytical LLC., Christine Cleveland, is a young, educated women with working experience in her field, who would like to conduct her new business in her home town. See the attached and incorporated by reference herein, Christine vB Cleveland Resume. The business will be a benefit to the town and the viability of the Business II zoning district.

The Applicant's business use meets the Performance Standards of the Rockland Zoning-Bylaws. Please see the following list of Chapter 415. Zoning, Article X. Performance Standards and the Applicant's response (in italics):

Section 415-79. Environmental performance standards., states in pertinent part:

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

(1) By compliance with all dimensional requirements set forth in this Zoning Bylaw.
Applicant's business use makes no change to dimensional requirements.

(2) By providing adequate landscaping, including the screening of adjacent residential uses, street trees, landscape islands in the parking lot and a landscaped buffer along the street frontage.

Applicant's business use makes no change to the exterior of building.

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

Applicant's business use makes no change to exterior of building's layout including its parking lot.

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

The Applicant's business methods of disposal for sewage, refuse and other wastes is no different from other business offices in a B-2 Business Zoning District except when the construction materials analyzed are deemed hazardous materials. When the Applicant detects hazardous materials in a sample after analysis, disposal is in accordance with guidelines provided by 45 CMR 28.00, the Asbestos Hazard Emergency Response, the Resource Conservation and Recovery Act, and the Town of Rockland's Zoning Regulations and the wastes disposal transportation company's requirements which the Applicant hires to transport the waste off-site. Notice by email is also provided to Deputy Fire Chief Heaney when this occurs. Rockland By Law, Section 397-2 Storage Controls, registration and inventory., will be followed if 25 pounds dry weight of toxic or hazardous materials are stored cumulatively. At this time, there is no expectation by Applicant of meeting this limit. (no liquid is accepted by Applicant as a sample).

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

Applicant's business use makes no change to the existing stormwater drainage system and will affect it as a typical office space.

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

Applicant's business use and interior construction requires no change to the outside of the building or its premises.

(7) By providing adequate space for the off-street loading and unloading of vehicles, goods, products, materials, and equipment incidental to the normal operation of the establishment.

Applicant's business use makes no change to providing adequate space for the regular business process of off-street loading and unloading of vehicles, goods, products, materials, and equipment incidental to the normal operation of a business establishment.

(8) By providing adequate site lighting whether interior or exterior, and all intense light emanating from operations or equipment shall be shielded from direct view at normal eye level from adjacent properties.

Applicant's business use makes no change to outside lighting. Normal business, interior lighting will be used.

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

Applicant's business use makes no change to the outside of building or premises.

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

Applicant's business use requires cooperation with the Fire Department. The Applicant has been in discussion with the Fire Department and will meet their requirements.

B. In the event of a conflict between the above performance standards and state standards, the standards of a duly organized regional authority, or local standards, the standards which are more stringent shall govern.

Applicant's business shall comply with all performance standards named above and applicable federal, state, regional and local standards making sure that the most stringent standards shall govern its business use.

Section 415-80. General performance standards., states in pertinent part:

A. Work hours.

(1) The hours of work will be Monday through Friday, 7:00 a.m. to 6:00 p.m., Saturday, 7:00 a.m. to 3:30 p.m., no Sundays, and no holidays. Following are the holidays to be observed: New Years, Martin Luther King Day, Presidents' Day, Easter, Patriot's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas, for a total of 12.

(2) Any work that is needed after designated hours, on Sundays or holidays will require notification to the Zoning Enforcement Officer, the Planning Board Chairman and direct abutters 48 hours prior to work commencing.

All construction work for the Applicant's interior of the business space will follow the work hours specified above.

14. Applicant's answer:

Not applicable.

December 5, 2021

Rockland Zoning Board of Appeals
242 Union Street
Rockland, MA 02370

Re: 55 Accord Park Drive, Rockland, MA
Application for Special Permit/Section 6 Finding

Dear Zoning Board Chairman and Members:

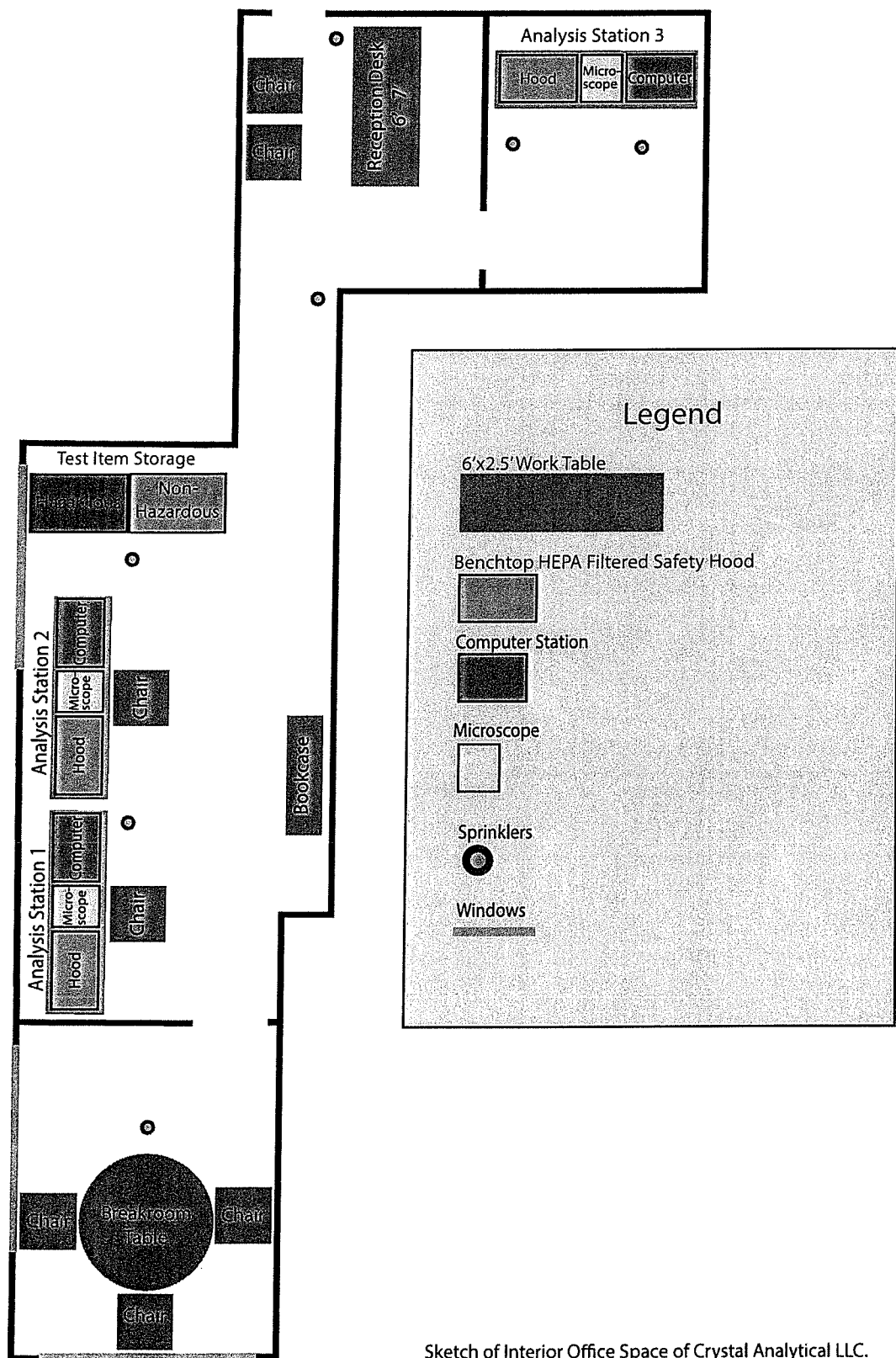
Rockland Brick Building, LLC, is the owner of the building located at 55 Accord Park Drive, Rockland. Brick Building LLC ("Lessor") and Crystal Analytical LLC ("Lessee") entered into a lease agreement on 10/18/21 for the lease of office space to be used for the business of materials analysis.

The parking lot at 55 Accord Park Drive is used by all the tenants of the building and leases do not provide designated parking for its tenants.

Rockland Brick Building, LLC

By: 

Managing Member, Evelyn Nelson



Sketch of Interior Office Space of Crystal Analytical LLC.

at 55 Accord Park Drive, Rockland, MA prepared by C. Cleveland

dated 11/30/21

ROCKLAND BRICK BUILDING, LLC

2021

STANDARD FORM COMMERCIAL LEASE

1. PARTIES LESSOR, which expression shall include Rockland Brick Building, LLC, heirs, successors, and assigns where the context so admits, does hereby lease to : Crystal Analytical, LLC
LESSEE, which expression shall include Christine Cleveland, Crystal Analytical LLC successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises : Office Space

2. PREMISES Floor number - 2 Square Feet - 902
Suite Number : 2D
55 Accord Drive
Rockland, MA 02370
together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM The term of this lease shall be for 12 months, commencing on November 1, 2021 and ending on October 31, 2022.

4. RENT The LESSEE shall pay to the LESSOR rent at the rate of \$ 1240.00 per month, payable in advance by the first day of each month. Any monthly rent payment received after the tenth day of the month on which it is due shall be subject to a late payment penalty of Fifty (\$50.00) Dollars per month.

DocuSigned by:

Christine Cleveland

(Signature)

F95F8759B4B0492...

5. SECURITY DEPOSIT Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$ 1240.00 dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof. The Security Deposit will be held in a non-interest-bearing account.

6. UTILITY The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by LESSOR, 2 per cent of gas and electric bills of the building for the first six (6) months then 4 per cent of the gas and electric bills for the rest of the term of this lease. The LESSEE shall pay, as they become due, all bills for electricity and gas. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning to the leased premises, the hallways, stairways, elevators and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such common area cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of

repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

7.USE OF LEASED PREMISES The LESSEE shall use the leased premises only for the purpose of office space and materials analysis. No environmentally unfriendly or hazardous materials may be disposed of on the premises, in the trash bins or dumpsters, or in the sinks or toilets. The office space is not be used in a 24-hour business model. The building operational hours are from 7 am to 7 pm, Monday through Friday.

8.COMPLIANCE WITH LAWS The lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

9.FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

10.MAINTENANCE The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass

A.LESSEE'S OBLIGATIONS therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be over-loaded, damaged, stripped or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises. LESSEE shall obtain written consent of LESSOR before putting any object in the common areas or on the property, not within their rented space.

B.LESSOR'S OBLIGATIONS The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

11.ALTERATIONS/ ADDITIONS The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work or any character performed or claimed to have been performed at the direction of

LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

12.ASSIGNMENT/ SUBLEASING The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

13. SUBORDINATION This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

14.LESSOR'S ACCESS The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

15.INDEMNIFICATION AND LIABILITY- The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the LESSOR's responsibility.

16.LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$100,000.00 with property damage insurance in limits of \$100,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

17.FIRE, CASUALTY- EMINENT DOMAIN Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

18.DEFAULT In the event that:

AND

BANKRUPTCY

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 14 per cent per annum and cost, shall be paid to the LESSOR by the LESSEE as additional rent.

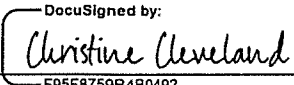
19.NOTICE

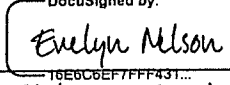
Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR, Evelyn Nelson, Rockland Brick Building, LLC, 3340 SE Federal Hwy, #240, Stuart, FL 34997, or such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the Rockland Brick Building, LLC bookkeeper: Robert Mulder, c/o Federated Mortgage, 925 Intracostal Drive, Fort Lauderdale, FL 33304. Email address: federated1@bellsouth.net

20.SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21.BROKERAGE: None

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this date: 10/18/2021

LESSEE: 
F95F8759B4B0492...

LESSOR: 
16E0C6EF7FFF431...
Evelyn Nelson, not as individually,
Managing Member of Rockland Brick Building, LLC

Dated: 10/18/2021

Managing Partner
TITLE:

LESSEE Details:

Crystal Analytical, LLC

Christine Cleveland

46 Hingham Street

Rockland, MA 02370

774-454-9199

ccleveland@crystalanalytical.com

Materials Analysis

Christine vB. Cleveland

46 Hingham Street; Rockland, MA 02370 - (774) 454-9199

C.vB.Cleveland@gmail.com

Education

University of Oklahoma, Norman

M.S. degree in Geology, May 2011

University of Massachusetts, Amherst

B.S. degree in Geology, May 2006

Graduated *cum laude*

University of Massachusetts, Boston

Certificate in Hydrogeology Studies, May 2004

Massachusetts Teaching Certifications

License Number: 466924

Chemistry – Preliminary License (5-8) and (8-12).

Mathematics – Preliminary License (5-8) and (8-12).

Work Experience

Laboratory Manager October 2020 – September 2021: Proscience Analytical, Woburn, MA

Oversaw analysis of building materials and air samples. Ensured compliance of our laboratory with State and Federal regulations. Trained analysts and field personnel in analytical techniques such as the NIOSH 582 Asbestos Fiber Counting and Bulk Asbestos Identification via Polarized Light Microscopy.

Laboratory Manager March 2016 – June 2020

American Environmental/ TRC Solutions/ EMSL Analytical; Weymouth, MA

Oversaw analysis of building materials and air samples. Ensured compliance of our laboratory with State and Federal regulations. Trained analysts and field personnel in analytical techniques such as the NIOSH 582 Asbestos Fiber Counting and Bulk Asbestos Identification via Polarized Light Microscopy. Other classes included the 2-hour Asbestos Awareness training for those who work in environments that contain asbestos materials and various refresher courses for asbestos professionals.

Laboratory Asbestos Analyst May 2015 – March 2016: Proscience Analytical, Woburn MA

Analyzed construction materials and the soils surrounding construction sites for asbestos using a polarized light microscope. I was also trained in the use of a phase contrast microscope to analyze air samples.

Substitute Teaching 2012-2015:

2014-2015: Lawrence High School, Lawrence MA

Long-term substitute position teaching Algebra I.

2013-2014: Norwell High School, Norwell MA

2012-2013: Duxbury Middle School, Duxbury MA

Graduate Teaching Assistant 2008-2011: University of Oklahoma, Norman

Mineralogy - Taught two laboratory sections of twenty students apiece every Fall. Students were instructed on how to identify minerals in both the environment and using laboratory techniques. They were also taught the importance chemical reactions between minerals and how they are used to understand the environment that the minerals formed in.

Igneous and Metamorphic Petrology - Taught two laboratory sections of twenty students apiece every Spring. Students were taught how to identify and classify igneous and metamorphic rocks, both in the field and using laboratory techniques. Most importantly, they were taught how to "read the rocks" in order to better understand their geologic history.

Intro to Geology - Taught one laboratory section of thirty students in the spring of 2010. The students learned basic field geology skills, such as hand-sample identification and the reading of geologic maps during their weekly laboratory.

Laboratory Asbestos Analyst 2007-2008: Groundwater Analytical, Buzzards Bay MA

Junior Field Engineer 2006-2007: Schlumberger Oilfield Services, Hobbs NM
Lead a 3-4 man team of oilfield workers who mapped the subsurface strata of oil wells.

Laboratory Technician 2004-2006: University of Massachusetts Electron Microprobe/SEM Facility
Acquisition and analysis of element maps produced by the Cameca SX50 and SX100 Electron Microprobes.

Computer Experience:

Microsoft Office

ArcGIS

Adobe Creative Suite

Languages: Python, SQL

Research:

Masters Degree Research: Synthetic tourmaline crystals with high concentrations of Ti, V, Cr, Mn, Cu, and Zn were grown in the University of Oklahoma Experimental Petrology Laboratory under varying temperatures and pressures. This project was undertaken to better understand how differences in temperature and pressure affect the uptake of the elements listed above into tourmaline crystals along the schorl-dravite solid solution.

Scientific Publications:

Cleveland, M. (2011) *Synthesis and Geochemistry of Tourmaline Crystals with High Concentrations of Ti, V, Cr, Mn, Cu, and Zn*. M.S. Thesis, University of Oklahoma.

Cleveland, M., Williams, M., Jercinovic, M.J., Dumond, G., Condit, C.D., and Karlstrom, K.E. (2006) *Integrated analysis of a single turbidite fold sample from the Upper Granite Gorge of Grand Canyon and the use of Dynamic Digital Maps in microstructural/petrological studies*. Presented at the Northeastern Section-41st Annual Meeting of GSA. Harrisburg, PA.

Williams, M.L., Cleveland, M., Condit, C.D. (2006) *Building a dynamic image-based database: Integrating thin section images and data using Dynamic Digital Maps*. Presented at Geoinformatics 2006. Reston, VA.

Awards:

Stan Cunningham Excellence in Teaching Award: Fall 2008 – Spring 2009
Eagle Scout



TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

December 7, 2021

CERTIFIED ABUTTERS LIST OF MAP 5 – PARCEL 10

55 ACCORD PARK DRIVE

BOARD – ZBA

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

CERTIFIED BY:

Christine MacPherson
Christine MacPherson – Senior Administrative Assistant

Parcel ID	Owner	Location	Mailing Street	Mailing City, ST & Zip
5-10	ROCKLAND BRICK BLDG LLC	55 ACCORD PARK DR	3340 SE FEDERAL HWY #240	STUART, FL 34997
5-6	BURGER KING CORP #3708 NORTHEAST FOODS LLC	1333 HINGHAM ST	c/o RYAN LLC P.O. BOX 460189	HOUSTON, TX 77056
5-7	82 BROAD ST LLC	25 ACCORD PARK DR	8 ATLANTIC ST	SO. BOSTON, MA 02127
5-8	99 REMAINDER II LLC	29 ACCORD PARK DR	ATTN: U S REALTY ADVISORS 1370 AVE OF THE AMERICAS	NEW YORK, NY 10019
5-11	W N REALTY LLC	61 ACCORD PARK DR	109 ACCORD DR	NORWELL, MA 02061

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

Rockland Board of Assessors (Notice of decision only)

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

State Tax Form 290
Certificate: 6709
Issuance Date: 11/30/2021

MUNICIPAL LIEN CERTIFICATE
Town of Rockland, MA
COMMONWEALTH OF MASSACHUSETTS

Requested by SULLIVAN & COMERFORD, P.C.
80 WASHINGTON ST
BUILDING B, SUITE NO. 7
NORWELL MA 02061

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 11/30/2021 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 05-0010

55 ACCORD PARK DR

ROCKLAND BRICK BUILDING LLC
3340 SE FEDERAL HWY #240
STUART FL 34997

Land area : 1.29 AC
Land Value : 253,700
Impr Value : 2,026,600
Land Use : 0
Exemptions : 0
Taxable Value: 2,280,300

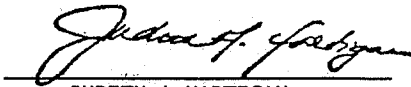
Deed date: Book/Page:
Class: 340-340

FISCAL YEAR	2022	2021	2020
DESCRIPTION			
COMMERCIAL REAL ESTATE TAX	\$20,819.14	\$39,403.58	\$39,446.75
COMMUNITY PRESERVATION ACT	\$312.29	\$591.05	\$591.70
TOTAL BILLED:	\$21,131.43	\$39,994.63	\$40,038.45
Charges/Fees	\$.00	\$20.00	\$.00
Abatements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$21,131.43	-\$40,014.63	-\$40,038.45
Interest to 11/30/2021	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00

NOTE: Actual 2022 taxes not yet issued.

OTHER UNPAID BALANCES:
I&E CI PENALTY \$250.00
TOTAL OTHER UNPAID BALANCES: \$250.00

FINAL READINGS/WATER, SEWER AND TRASH LIENS CALL:
WATER 781-878-0901; SEWER 781-878-1964; 781-871-1874 EXT 1005
ACCT# 1278
DUE DATE 10/30/2021
WATER: \$0.00
SEWER: \$0.00
TRASH: \$0.00
SEWER BETTERMENT: NO


JUDITH A HARTIGAN
TOWN COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE