

TOWN OF NORWELL
BOARD OF APPEALS

P.O. Box 295
 345 Main Street
 Norwell MA 02061

Tel: 781.659.8018
 Fax: 781.659.1892



APPLICATION FOR PUBLIC HEARING
Pursuant to MGL Chapters 40A and 41 and Norwell Zoning Bylaw

TOWN USE ONLY (Official Date Stamps below):

Received by Clerk of the Board: **RECEIVED**
 FEB 28 2024

Received by Town Clerk's Office: **RECEIVED**
 2024 FEB 28 PM 2:5

TOWN OF NORWELL
 ZONING BOARD OF APPEALS

Application Fee(s) Paid: \$125

Technical Review Escrow (Amount applicable) _____

TO THE NORWELL BOARD OF APPEALS:

The undersigned hereby submits this application for the following action(s):

- Special Permit and/or Section 6 Finding (*Other than an in-law apartment*)
 Special Permit for In-Law Apartment (*Form ZBA-1B, In-Law Apartment Affidavit, required.*)
 Variance Sign Variance
 Site Plan Review (*Form ZBA-1A, Site Plan Review: Supplemental Information, required.*)
 Other Powers (*Check those applicable below or specify.*) _____
 Appeal of Decision of Building Inspector/Zoning Official
 Enforcement Action

APPLICANT(S) (*Name/Mailing Address*): Jada P. Nguyen
981 Franklin Street
Whitman, MA02382

Tel. 617 651 7552 Fax _____ email: jazznguyen1122@gmail.com

PROPERTY OWNER (*include mailing address, if different from applicant*): _____
320 Washington Street Realty Trust, John G. Mariano, Trustee
Box 1, 320 Washington Street, Norwell, MA 02061

Tel. 3394998962 Fax _____ email: john@eliterealtyadvisors.net

APPLICANT'S REPRESENTATIVE (*include mailing address, if other than applicant*): _____

Tel. _____ Fax _____ email: _____

PROPERTY LOCATION: Second Floor, 320 Washington Street, Norwell MA 02061

Upland Area (*acres or square footage*): .99 acres **Wetland Area:** zero

Total Land Area (*acres or square footage*): .99 acres **Lot Frontage:** 200 +/- ft.

Lot conforms to existing zoning bylaw (If no, explain.): ☐ yes ☐ no _____

Assessors Map, Block, and Lot No. of all parcels Map: 12C Block: 31 Lot: 1

Registry of Deeds Book and Page No. Book: 19703 Page 232
or Certificate of Title number for all parcels (Required for filing of Board's Decision)

ZONING DISTRICT(S) OF PROPERTY (Check all that apply.):

Residential: ☐ District A ☐ District B
Business: ☐ District A ☒ District B ☐ District C _____ (specify)

Overlay Districts and other zones:

- ☐ Aquifer Protection District
- ☐ Salt Marsh Conservation District
- ☐ Flood Plain
- ☐ Watershed and Wetlands Protection District
- ☐ Historic Building, Site, Scenic Street or Vista (See
Norwell Historical Commission booklet.)
- ☐ Wireless Facility District
- ☐ Village Overlay District
- ☐ Adult Entertainment District
- ☐ Other _____

BUFFER ZONE REQUIREMENTS (Identify for each applicable zoning district): _____

When did owner purchase this property? _____ Year built 1985

Type of Structure(s) (existing or proposed): _____

Current Use: _____ Proposed Use: _____

Status of building permit? (Indicate date issued, denied, or if pending) _____

Has the applicant or former owner made any previous application regarding this property? _____

If yes, indicate dates and circumstances and **attach prior decision copies**: _____

SECTION(S) OF BYLAW from which relief is requested: _____

201-8.3 D7

REASONS FOR APPLICATION (state briefly): _____

I want to do microblading in this building of business

APPLICATION CHECKLIST: The following information is required to complete the application. Any supplemental material must be submitted to the Board of Appeals *at least five business days in advance of the scheduled hearing date for owner-occupied single-family residences, or, for commercial applications requiring peer review, a minimum of fifteen business days*. Delay in submission of all required documentation may adversely impact the ability of the Board of Appeals to act in a timely manner. Additionally, the applicant shall:

- ✓ ☐ Provide evidence of legal standing, satisfactory to the Board,
- ✓ ☐ Provide a copy of a certified Plot Plan, stamped by the professional that prepared it, showing the subject property,
- ☐ Comply with the application requirements of all appropriate sections of the Norwell Board of Appeals' *Rules and Regulations and General Information*,
- ☐ Provide sufficient copies of the complete application and supporting documentation to satisfy the purposes of the Board of Appeals and the Office of the Town Clerk. A minimum of six(6) copies is required. *Additional copies for other Town Boards or agencies, as required for commercial applications.*
- ☐ Provide one digital copy of the Application inclusive of all plans, supporting and required documentation in PDF format.
- ☐ List of Town Boards or other agencies with dates of scheduled meeting(s).
- ✓ ☐ Provide general information regarding the proposed project and seek the support of abutters of the subject property.

Important Note: All commercial property applicants shall meet the requirements of the Design Review Board, Board of Health, Conservation Commission, Planning Board, Fire Chief, Water Department, and other jurisdictional departments or agencies having authority in this matter. The Board of Appeals reserves the right to (1) continue the public hearing until all such agency recommendations, Conditions, Orders, and/or Decisions are received and reviewed, or (2) in cases where there is undue delay in obtaining required approvals, the Board of Appeals may deny for lack of sufficient information or require that the Applicant withdraw the Application and refile as a new Application.

Further, each applicant shall familiarize him/herself with the Norwell Zoning Bylaw and any other local regulations that may apply, including State and Federal laws. If the applicant designates a representative to act on his/her/its behalf, the applicant shall provide *written authorization* to the Board of Appeals in advance of any appearance by that representative before the Board.

The undersigned under penalties of perjury hereby certifies that (s)he has read and examined the Board of Appeals *Rules and Regulations and General Information* and reviewed this application with all its supporting documentation and certifies that the proposed project is accurately represented. I/We hereby request a public hearing before the Board of Appeals in the matter referenced herein.

Owner _____ Date _____
(Signature)

(Signature) Date _____

Applicant:  Date 2/26/2024
(Signature if not the property owner)

Applicant's interest is: ☐ Owner ☐ Tenant ☐ Agent/Attorney ☐ Other (specify) _____

This space reserved for Building Inspector comments. (Please note if such comments are attached.)



TOWN OF NORWELL
ASSESSOR'S OFFICE
345 MAIN STREET
NORWELL, MA 02061
781.659.8014

FEE: \$30

CERTIFIED ABUTTER'S LIST REQUEST FORM

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2024 FEB 28 PM 2:5
TOWN OF NORWELL
TOWN CLERK

REQUIRED BY DEPARTMENT:

<input type="checkbox"/> SELECT BOARD	<input type="checkbox"/> BOARD OF HEALTH	<input type="checkbox"/> HIGHWAY, TREES & GROUNDS
<input checked="" type="checkbox"/> ZONING BOARD	<input type="checkbox"/> PLANNING BOARD	<input type="checkbox"/> TOWN CLERK
<input type="checkbox"/> BUILDING DEPARTMENT	<input type="checkbox"/> CONSERVATION COMMISSION	<input type="checkbox"/> OTHER _____

(PLEASE PRINT CLEARLY)

REQUESTED BY: Jada P. Nguyen

E-MAIL ADDRESS: jazznguyen1122@gmail.com

CONTACT PHONE #: 617 651- 7552 DATE NEEDED *: _____

PARCEL ID: MAP _____ LOT _____ MAP SHEET _____

PROPERTY ADDRESS: 320 Washington Street, Norwell

OWNER OF RECORD: 320 Washington Street Realty Trust

PURPOSE OF LIST: Eyebrow Tattoo

(EXAMPLE: LIQUOR LICENSE, CLASS II AUTO, JUNK DEALER, SPECIAL PERMIT, ETC.)

DISTANCE REQUIREMENT: 100-FT. RADIUS _____ 300-FT. RADIUS ☒ 500-FT. RADIUS _____

DIRECT ABUTTERS & ACROSS THE STREET _____ STREET APPROVAL _____

OFFICE USE ONLY! PAID? YES NO PAYMENT RECEIVED BY: _____ RECEIPT # _____

* THE ASSESSOR'S OFFICE UP TO 10 BUSINESS DAYS TO COMPLETE THIS REQUEST HOWEVER THE OFFICE WILL DO IT'S BEST TO COMPLETE THE LIST PRIOR TO THE DATE NEEDED WHEN REASONABLE NOTICE (2-3 DAYS) HAS BEEN GIVEN. LATE & LAST-MINUTE REQUESTS MAY NOT BE ABLE TO BE PROCESSED RIGHT AWAY AS THESE LISTS TAKE TIME AND NEED TO BE ACCURATE FOR LEGAL NOTIFICATION PURPOSES, PLEASE PLAN ACCORDINGLY. THANK YOU.

TOWN OF NORWELL
TOWN CLERK

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**TOWN OF NORWELL
BOARD OF ASSESSORS
CERTIFIED ABUTTERS LIST**

DATE: February 20, 2024

SUBJECT PROPERTY INFORMATION

ASSESSOR'S PARCEL ID: 31-01
PARCEL ADDRESS: 320 Washington Street
BOARD / COMMITTEE: Zoning Board
DISTANCE USED: 300'
OWNER'S NAME: John Mariano
MAILING ADDRESS: 320 Washington St, Norwell, MA 02061

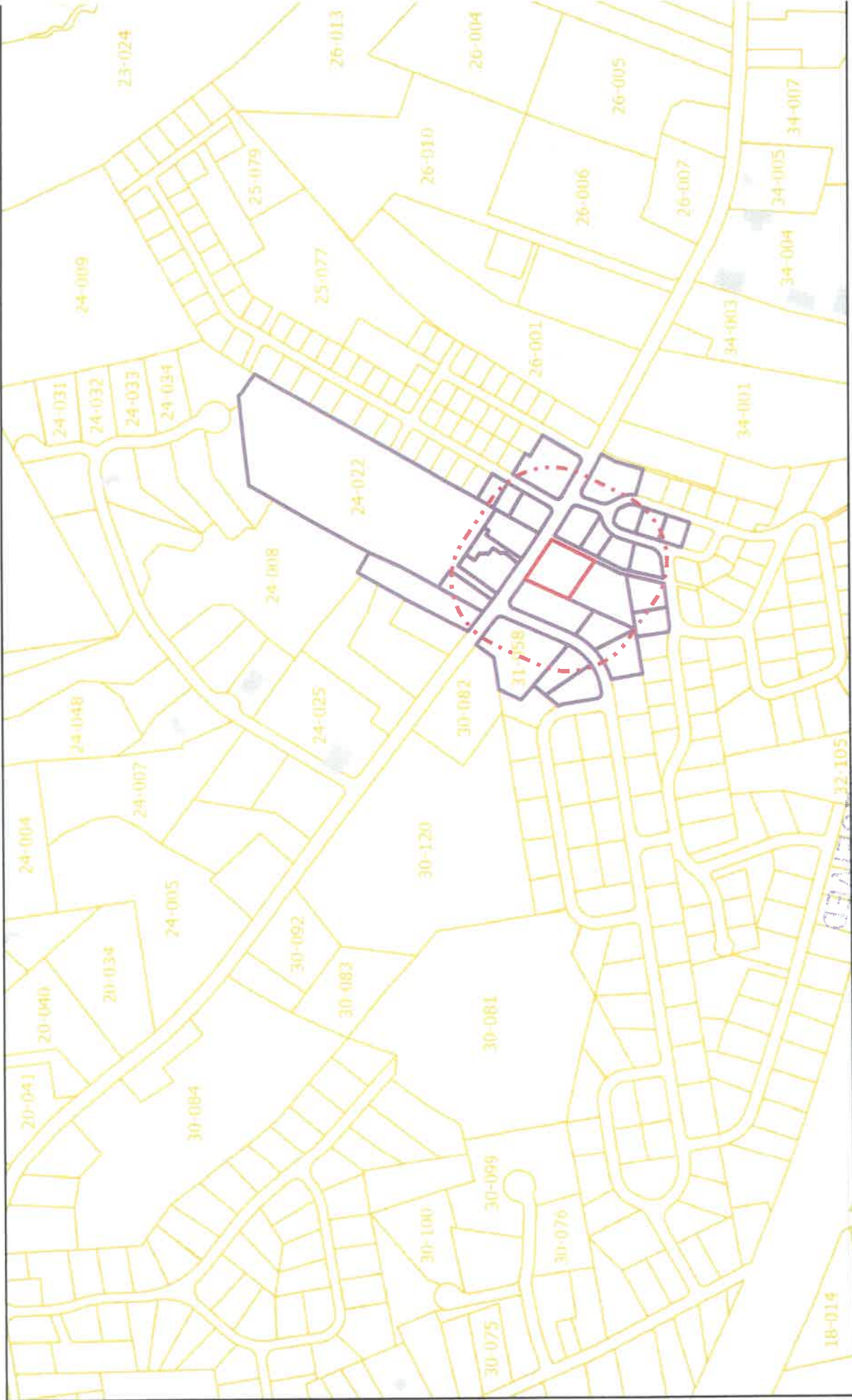
THIS LIST HAS BEEN VERIFIED BY AND IS CERTIFIED BY THE OFFICE OF THE BOARD OF ASSESSORS FOR THE OWNERSHIP OF THE ATTACHED LIST OF ABUTTING PROPERTIES TO THE SUBJECT PROPERTY LISTED ABOVE. THIS LIST IS CERTIFIED FOR OWNERSHIP AS OF JANUARY 1, 2023* OR THE OFFICE'S MOST RECENTLY RECEIVED OWNERSHIP INFORMATION FROM THE PLYMOUTH COUNTY REGISTRY OF DEEDS.



REPRESENTATIVE OF THE BOARD OF ASSESSOR'S OFFICE

* PROPERTIES SOLD/SUB-DIVIDED AFTER 1-1-2022 MAY NOT BE INCLUDED IN THIS LIST DUE TO TIMING AND STATE LAW REQUIREMENTS OF THE ASSESSOR'S OFFICE.

320 WASHINGTON ST



February 20, 2024

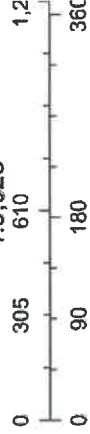
Parcel Boundaries

Buildings

Municipal Boundary

RECEIVED
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TOWN OF NORWELL
TOWN CLERK

1:9,028



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robins
NLS, OS, NMA, Geodatasynthese, Rijkswaterstaat, GSA, Geol
Internap and the GIS user community

Data and scale shown on this map are provided for planning and
powered by Es

24/ / 18/ /
DROHAN DAVID H TRUSTEE
BOX 1117
N MARSHFIELD, MA 02050

24/ / 19/ /
WESTPORT REALTY PARTNERS, LLC
327 WASHINGTON ST
NORWELL, MA 02061

24/ / 20/ /
COMER CHAFFEE LLC
335 WASHINGTON ST
NORWELL, MA 02061

24/ / 21/ /
HOFFMAN G H & CALLAHAN K M
TRUSTEES
341 WASHINGTON STREET
NORWELL, MA 02061

24/ / 22/ /
MAMARY JAMES S SR TRUSTEE
42 WINTER ST UNIT 1
PEMBROKE, MA 02359

24/ / 49/ /
JP REALTY GROUP LLC
335R WASHINGTON ST
NORWELL, MA 02061

25/ / 1/ /
SIBLEY SHERI SOLE TRUSTEE
7 BRANTWOOD RD
NORWELL, MA 02061

25/ / 2/ /
353 WASHINGTON STREET LLC
60 MAGNOLIA WAY
CANTON, MA 02021

25/ / 3/ /
DWYER JONATHAN H & LAMIER
TIFFANY ANNE
11 BRANTWOOD RD
NORWELL, MA 02061

25/ / 4/ /
MCGRATH JOHN J & ALANA J
15 BRANTWOOD RD
NORWELL, MA 02061

31/ / 2/ /
154 WASHINGTON LLC
577 FIRST PARISH RD
SCITUATE, MA 02066

31/ / 3/ /
MCKAREY HENRY KATHLEEN LIFE
ESTATE
17 HALL DR
NORWELL, MA 02061

31/ / 4/ /
LYDON PETER M
23 HALL DR
NORWELL, MA 02061

31/ / 40/ /
CONNORS BRIAN & MICHELLE
326 WASHINGTON ST
NORWELL, MA 02061

31/ / 56/ /
LETOURNEAU MICHAEL A & KRISTIN
M
24 HALL DR
NORWELL, MA 02061

31/ / 57/ /
CASH BRIAN F
18 HALL DR
NORWELL, MA 02061

31/ / 58/ /
306 WASHINGTON ST NORWELL LLC
306 WASHINGTON ST
NORWELL, MA 02061

32/ / 31/ /
MICHAEL TRADING POST INC
293 R WASHINGTON STREET
NORWELL, MA 02061

32/ / 33/ /
BEARDEN RYAN PATRICK &
4 JEFFERSON AV
NORWELL, MA 02061

32/ / 34/ /
T K INVESTMENTS LLC
782 PLYMOUTH STREET
HOLBROOK, MA 02343

32/ / 35/ /
NODINE ANDREW & KRISTINA
AUFIERO
14 JEFFERSON AV
NORWELL, MA 02061

32/ / 36/ /
OCHS KENNETH J & SHERYL A
10 COOLIDGE ROAD
NORWELL, MA 02061

32/ / 37/ /
SANTIAGO MADELINE
16 COOLIDGE RD
NORWELL, MA 02061

32/ / 87/ /
BAKER ARIANE L & LITTIG CAROL E &
ANDREW
13 JEFFERSON AV
NORWELL, MA 02061

32/ / 88/ /
WALTER JOSEPH M & PAPARAZZO
ASHLEY JT
9 JEFFERSON AV
NORWELL, MA 02061

32/ / 89/ /
MACLEOD LINDA A
3 JEFFERSON AV
NORWELL, MA 02061

32/ / 90/ /
CARNES JOHN F JR TRUSTEE
17 JEFFERSON AVE
NORWELL, MA 02061



Town of Norwell
Assessor's Office
List of Certified Abutters

Subject Property:

320 Washington Street

Date:

20-Feb-24

Parcel ID:

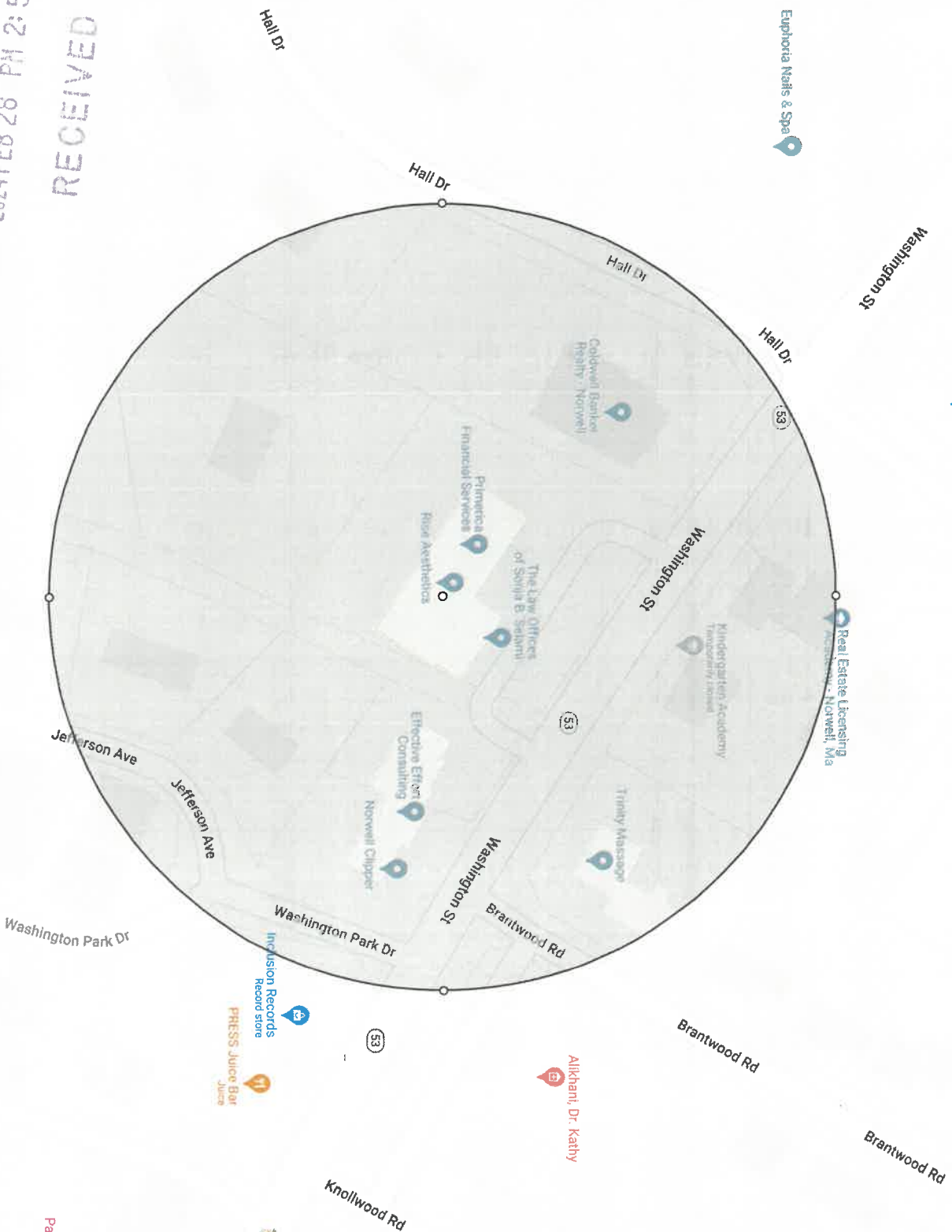
31-01

MBLU	LOCATION	OWNER NAME	CO-OWNER	MAILING ADDRESS	CITY, STATE & ZIP
24/ / 18/ /	321 323 WASHINGTON ST	DROHAN DAVID H TRUSTEE	C/O PATTY JACKSON	BOX 1117	N MARSHFIELD, MA 02050
24/ / 19/ /	327 WASHINGTON ST	WESTPORT REALTY PARTNERS, LLC		327 WASHINGTON ST	NORWELL, MA 02061
24/ / 20/ /	335 WASHINGTON ST	COMER CHAFFEE LLC		335 WASHINGTON ST	NORWELL, MA 02061
24/ / 21/ /	341 WASHINGTON ST	HOFFMAN G H & CALLAHAN K M TRUSTEES	LA REALTY TRUST	341 WASHINGTON STREET	NORWELL, MA 02061
24/ / 22/ /	329 WASHINGTON ST	MAMMARY JAMES S SR TRUSTEE	ROYAL NORWELL NURSING & REHAB CTR	42 WINTER ST UNIT 1	PEMBROKE, MA 02359
24/ / 49/ /	335R WASHINGTON ST	JP REALTY GROUP LLC		335R WASHINGTON ST	NORWELL, MA 02061
25/ / 1/ /	7 BRANTWOOD RD	SIBLEY SHERI SOLE TRUSTEE	7 BRANTWOOD ROAD REALTY TRUST	7 BRANTWOOD RD	NORWELL, MA 02061
25/ / 2/ /	353 WASHINGTON ST	353 WASHINGTON STREET LLC		60 MAGNOLIA WAY	CANTON, MA 02021
25/ / 3/ /	11 BRANTWOOD RD	DWYER JONATHAN H & LAMIER TIFFANY ANNE		11 BRANTWOOD RD	NORWELL, MA 02061
25/ / 4/ /	15 BRANTWOOD RD	MCGRATH JOHN J & ALANA J		15 BRANTWOOD RD	NORWELL, MA 02061
31/ / 2/ /	316 WASHINGTON ST	154 WASHINGTON LLC	(CAM INVESTMENTS LLC)	577 FIRST PARISH RD	SCITUATE, MA 02066
31/ / 3/ /	17 HALL DR	MCKAREY HENRY KATHLEEN LIFE ESTATE		17 HALL DR	NORWELL, MA 02061
31/ / 4/ /	23 HALL DR	LYDON PETER M	LYDON CYNTHIA L	23 HALL DR	NORWELL, MA 02061
31/ / 40/ /	326 WASHINGTON ST	CONNORS BRIAN & MICHELLE		326 WASHINGTON ST	NORWELL, MA 02061
31/ / 56/ /	24 HALL DR	LETOURNEAU MICHAEL A & KRISTIN M		24 HALL DR	NORWELL, MA 02061
31/ / 57/ /	18 HALL DR	CASH BRIAN F	CASH ALEXANDRIA T/E	18 HALL DR	NORWELL, MA 02061
31/ / 58/ /	306 WASHINGTON ST	306 WASHINGTON ST NORWELL LLC	C/O ANDREW G GORDON INSURANCE	306 WASHINGTON ST	NORWELL, MA 02061
32/ / 31/ /	334 WASHINGTON ST	MICHAEL TRADING POST INC		293 R WASHINGTON STREET	NORWELL, MA 02061
32/ / 33/ /	4 JEFFERSON AV	BEARDEN RYAN PATRICK &	CAITLIN ELIZABETH T/E	4 JEFFERSON AV	NORWELL, MA 02061
32/ / 34/ /	10 JEFFERSON AV	T K INVESTMENTS LLC		782 PLYMOUTH STREET	HOLBROOK, MA 02343
32/ / 35/ /	14 JEFFERSON AV	NODINE ANDREW & KRISTINA AUFIERO		14 JEFFERSON AV	NORWELL, MA 02061
32/ / 36/ /	10 COOLIDGE RD	OCHS KENNETH J & SHERYL A		10 COOLIDGE ROAD	NORWELL, MA 02061
32/ / 37/ /	16 COOLIDGE RD	SANTIAGO MADELINE		16 COOLIDGE RD	NORWELL, MA 02061
32/ / 87/ /	13 JEFFERSON AV	BAKER ARIANE L & LITIG CAROL E & ANDREW		13 JEFFERSON AV	NORWELL, MA 02061
32/ / 88/ /	9 JEFFERSON AV	WALTER JOSEPH M & PAPARAZZO ASHLEY JT		9 JEFFERSON AV	NORWELL, MA 02061
32/ / 89/ /	3 JEFFERSON AV	MACLEOD LINDA A		3 JEFFERSON AV	NORWELL, MA 02061
32/ / 90/ /	340 344 WASHINGTON ST	CARNES JOHN F JR TRUSTEE	340 WASHINGTON STREET TRUST	17 JEFFERSON AVE	NORWELL, MA 02061

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TOWN CLERK
TOWN OF NORWELL





COMMERCIAL REAL ESTATE LEASE

PARTIES. This Lease Agreement (this "Lease") is dated April 29, 2022, by and between 320 Washington Street Trust, John G. Mariano, Trustee ("LESSOR"), and Jada P. Nguyen dba iDesigns Studio or its nominee ("LESSEE"). The Parties agree as follows:

PREMISES. LESSOR, in consideration of the Lease payments provided in this Lease, leases to LESSEE, 1250 +/- square feet of rentable office space located on the second floor, at 320 Washington Street, Norwell, MA 02061 (the "Premises"). Condition of premises is "as is".

TERM. The term of this lease shall commence on June 1, 2022 and terminating on May 31, 2027

LEASE PAYMENTS. LESSEE shall pay to LESSOR a fixed Lease:

June 1, 2022 – May 31, 2023	\$20,000	\$1,666.67 monthly
June 1, 2023 – May 31, 2024	\$21,600	\$1,750.00 monthly
June 1, 2024 – May 31, 2025	\$22,000	\$1,833.33 monthly
June 1, 2025 – May 31, 2026	\$23,000	\$1,916.67 monthly
June 1, 2026 – May 31, 2027	\$24,000	\$2,000.00 monthly

Lease payments shall be made to the LESSOR c/o 320 Washington Street Realty Trust, 320 Washington Street, Box 1, Norwell, MA, which address may be changed from time to time by the LESSOR. All Lease shall be payable without offset or deduction.

SECURITY DEPOSIT. Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount equivalent to the first month's (1) month's rent (\$1666.67), which shall be held as security and additional rent for the LESSEE'S performance as herein provided and refunded to the LESSEE within thirty (30) days following the expiration of the term of this Lease, without interest, subject to the LESSEE not being in default of its obligations under this Lease. Security Deposit shall not be applied to the last month's rent.

POSSESSION. LESSEE shall be entitled to possession upon the execution of this lease agreement, and shall yield possession to LESSOR on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, LESSEE shall remove its goods and effects and peaceably yield up the Premises to LESSOR in as good a condition as when delivered to LESSEE, ordinary wear and tear and damage by casualty excepted.

OPTIONS. Provided LESSEE is not then in default in the performance of any term or condition of this lease and is current in any monetary obligations to LESSOR and the option is exercised by LESSEE giving written notice by Certified Mail or email to LESSOR of its intention to exercise the same option no later than 90 days from the expiration of the current term of the lease. Each option is 5 years and shall increase 5% per year.

USE OF PREMISES. LESSEE may use the Premises only for the lawful operation of a general office purposes related thereto, and for no other purpose or purposes. LESSEE shall notify LESSOR of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. LESSOR shall maintain an "All Risk" casualty insurance policy on the building in which the Premises are located (the "Building"), insuring said building for at least 80% of its full replacement value. LESSEE shall maintain similar coverage on its leasehold improvements and personal property. LESSOR shall receive advance written notice from LESSEE'S insurer prior to any termination of such insurance policies. LESSEE shall also maintain any other insurance that LESSOR may reasonably require for the protection of LESSOR'S interest in the Premises. Provided LESSEE shall have no obligation to insure anything but LESSEE'S personal property and leasehold improvements. LESSEE shall deliver appropriate evidence to LESSOR as proof that adequate insurance is in force issued by companies reasonably satisfactory to LESSOR. Furthermore, LESSEE shall deliver to LESSOR appropriate evidence of Worker's Compensation insurance and "company owned" automobile policies of insurance.

LIABILITY INSURANCE. LESSEE shall maintain liability insurance on the Premises with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which policy shall name LESSOR as an additional insured. LESSEE shall deliver appropriate evidence to LESSOR as proof that adequate insurance is in force issued by companies reasonably satisfactory to LESSOR, requiring fourteen (14) days advance written notice from the insurer to LESSOR, prior to any termination of such insurance policies. LESSOR shall maintain liability insurance on the Building with coverage of at least \$3,000,000.

INDEMNIFICATION. To the maximum extent this agreement may be made effective according to law. LESSEE agrees to defend, indemnify and save harmless the LESSOR from any and all claims, loss, liability, costs or damages of whatever nature arising from any negligence and/or default by LESSEE under this lease and the following:

- i. from any accident, injury, death, damage whatsoever to any person, or to the property of any person, occurring on the leased premises;
- ii. from any accident, injury, death, or damage occurring outside the leased premises but on the property, where such accident, damage or injury results, or is claimed to have resulted from an act or omission on the part of the LESSEE, LESSEES agents employees, invitees or independent contractors;; or
- iii. in connection with the conduct or management of the leased premises or of any business therein , or any thing or work whatsoever done, or any condition created (other than by the LESSOR) in or about the leased premises, including but not limited to the nuisance made or suffered on the leased premises; and, in any case, occurring after the date of this lease, until the end of the term of this lease, and thereafter so long as Lessee is in occupancy of the leased premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred, or in connection with, any such claim or proceeding brought thereon, and the prosecution and/or defense thereof, including, without limitation, reasonable attorney's fees

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TOWN CLERK

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and costs at both the trial and appellate levels. The provisions of this paragraph shall survive the expiration or any earlier termination of this lease.

MAINTENANCE. LESSOR shall maintain in reasonable condition and repair the roof, outside walls and other structural parts of the Premises and the Building, all common utility and mechanical systems in the Building, the parking lot, driveways, and sidewalks, including the reasonably prompt removal of snow and ice there from. LESSEE shall maintain in reasonable condition and repair all interior, non-structural elements of the Premises and the doors affording ingress and egress thereto.

UTILITIES AND SERVICES: LESSEE shall be responsible for all utilities and services required in connection with the use of the Premises

CLEANING: The common areas shall be reasonably cleaned at LESSOR'S sole cost and expense, such that the same are maintained in reasonable condition and repair. LESSEE shall make reasonable effort to keep the common space and the bathrooms clean.

TAXES: Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. LESSOR shall pay all real estate taxes and assessments for the Premises and the Building such that LESSEE'S use and enjoyment of the Premises will not be disturbed.

PERSONAL TAXES. LESSEE shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to LESSEE'S specific use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with Lease payments.

DEFAULTS: LESSEE shall be in default of any non-monetary provision of this Lease, and such default continues for thirty (30) days following receipt of written notice from LESSOR, or if LESSEE fails to cure any financial obligation within ten (10) days following receipt of written notice from LESSOR, LESSOR shall have the right to terminate this Lease and pursue any and all remedies at law or in equity.

In the alternative, LESSOR may elect to cure any default and the cost of such action shall be added to LESSEE'S financial obligations under this Lease. LESSEE shall pay all reasonable costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by LESSOR by reason of LESSEE'S defaults. All sums of money or charges required to be paid by LESSEE under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event LESSOR terminates this Lease, LESSOR hereby agrees to use reasonable efforts to mitigate its damages. Furthermore, in the event of any litigation between the parties, the prevailing party in such litigation shall be reimbursed by the non-prevailing party for all costs and expenses incurred by the prevailing party (including reasonable legal fees).

LATE PAYMENTS: Payments not paid within 10 days of its due date shall bear interest at 18% per annum until paid beginning with the day after the due date. No such penalty shall be imposed with respect to the first such late payment during any calendar year provided payment is

TOWN OF NORWELL
TOWN CLERK

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made within ten (10) days following receipt of written notice of such delinquency from LESSOR.

HOLDOVER: If LESSEE maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), LESSEE shall pay to LESSOR a daily use and occupation charge during the Holdover Period at a rate equal to 150 % of the daily rent being charged hereunder just prior to the commencement of the Holdover Period.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LESSOR TO PREMISES.: LESSOR shall use reasonable efforts to obtain prior consent before entering premises. LESSOR shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees or workers and prospective tenants during the term hereof. However, LESSOR does not assume any liability for the care or supervision of the Premises not expressly set forth herein. As provided by law, in the case of an emergency, LESSOR may enter the Premises without LESSEE'S consent. During the last three months of this Lease, or any extension of this Lease, LESSOR shall be allowed to display the usual "To Let" signs and show the Premises to prospective LESSEES. In the event any such access shall prevent LESSEE from operating from the Premises, all rent payable hereunder shall abate until such interference shall cease.

INDEMNITY REGARDING USE OF PREMISES: To the extent permitted by law, LESSEE agrees to indemnify, hold harmless, and defend LESSOR from and against any and all losses, claims, liabilities, and expenses relating to damage to property or injury to person, including reasonable attorney fees, if any, which LESSOR may suffer or incur in connection with LESSEE'S possession, use or misuse of the Premises, except if any of the same result from the negligence or willful misconduct of LESSOR, its agents, employees or contractors.

DANGEROUS MATERIALS: LESSOR represents and warrants to LESSEE that it has no actual knowledge of the presence of asbestos or other hazardous materials in the Premises. In the event LESSEE shall determine that the Premises do, in fact, contain asbestos or other hazardous substances, LESSOR shall promptly remove or remediate the same at its sole cost and expense. Rent shall equitably abate during any such removal or remediation to the extent LESSEE is unable to operate from the Premises. LESSEE shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of LESSOR is obtained and proof of adequate insurance protection is provided by LESSEE to LESSOR.

COMPLIANCE WITH REGULATIONS: LESSEE shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters relating to LESSEE'S specific use of the Premises. However, LESSEE shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

ASSIGNABILITY/SUBLETTING: LESSEE may not assign or sub-Lease any interest in the Premises, nor effect a change in the majority ownership of the LESSEE (from the ownership existing at the inception of this Lease), nor assign, mortgage or pledge this Lease, without the prior written consent of LESSOR, which shall not be unreasonably withheld.

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NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LESSOR:

320 Washington Street Realty Trust
John G Mariano, trustee
320 Washington Street
Norwell, MA 02061

LESSEE:

Jada P. Nguyen (Jazz)
981 Franklin Street
Whitman, MA 02382
Mobile: 617 651-7552
Business: 617 3808566

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Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

SIGNAGE: All signs must comply with the Town of Norwell Sign bylaws and be permitted by the Town of Norwell. All signs must be approved by LESSOR.

GUARANTEE: Jada P. Nguyen (LESSEE) personally guarantees this lease for the term of the lease including reasonable attorney and brokerage fees associated with releasing the leased premises.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

QUITE ENJOYMENT, The LESSEE, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming by, through or under the LESSOR.

LESSOR:

By:  Date: April 29, 2022
320 Washington Street Realty Trust
John G. Mariano, trustee

LESSEE:

By:  Date: April 29, 2022
Jada P. Nguyen dba iDesigns Studio

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