Byfield Estates
55 Rear Pearson Drive
Newbury, MA

PROJECT ELIGIBILITY/SITE APPROVAL

Submitted To:
MassHousing
July, 2019

Submitted By:
Cricket Lane, LLC
Walter K. Eriksen, Manager

Attorney Melissa E. Robbins
515 Groton Road, Suite 204
Westford, MA 01886
July 1, 2019

Michael Busby
40B Project Coordinator
MassHousing
One Beacon Street, 4th Floor
Boston, MA 02108

RE:  MassHousing Application
Byfield Estates – Newbury, MA

Dear Michael,

Please be advised that this office represents Cricket Lane, LLC regarding a proposed affordable housing project in Newbury, Massachusetts. The project as proposed would be entitled “Byfield Estates” and would create twenty-four (24) units of home ownership housing at 55 Rear Pearson Drive, Newbury, MA.

Enclosed please find the application, filing fees and required documents as per the MassHousing site approval application requirements. Please let me know if you require any further information.

Sincerely,

Melissa E. Robbins

Enclosures
Via UPS
Site Approval Checklist

Site Approval Application Requirements
For projects financed under a MassHousing program or the New England Fund (NEF) program, Determination of Project Eligibility ("Site Approval") by MassHousing will commence upon submission to MassHousing of a complete Site Approval Application, which must include:

- **Cover Letter** - The cover letter from the developer/applicant must identify the project and the projected date for filing a Comprehensive Permit application.

- **Smart Growth Self-Assessment** (the "Smart Growth Criteria Scorecard") – Effective January 1, 2006, an applicant seeking Site Approval for a project must demonstrate that the proposal is consistent with the Commonwealth's **Ten Sustainable Development Principles** by completing the **Smart Growth Criteria Scorecard**. For further assistance in completing the Scorecard, please refer to the Smart Growth **Guidelines for Project Consistency with the Commonwealth's Sustainable Development** (also known as the "Smart Growth Evaluation Criteria") issued by the Massachusetts Department of Housing and Community Development (DHCD).

- **Site Approval Application and Supporting Materials** – In addition to the Smart Growth Criteria Scorecard discussed above, an applicant must complete a Site Approval Application:

  **Home Ownership Projects:** Site Approval Application (Housing Starts Program)
  **Rental Projects:** Site Approval Application

The completed forms must indicate that the development proposal is financially feasible based on the requirements of the financing program selected, the housing market in which the project is proposed, estimated financing sources and development costs, and sales prices or rents.

*Note:* All Site Approval Applications submitted after November 7, 2005 must comply with the budget and other standards identified in the Local 40B Review and Decision Guidelines (the "MHP 40B Guidelines") issued by the Massachusetts Housing Partnership.

All Site Approval Applications seeking financing through the Federal Home Loan Bank of Boston's New England Fund Program must also comply with the **Guidelines for Housing Programs in Which Funding is Provided Through a Non-Governmental Entity** (the DHCD "NEF Guidelines").
In addition, the following information is required for Home Ownership or Rental Projects:

**Home Ownership Projects**
Please refer to the Checklist included on Page 9 of the Home Ownership Site Approval (Housing Starts Program) Application above, and the *Housing Starts Process and Guidelines*. 

**Rental Projects**
Please submit the following along with the Smart Growth Criteria Scorecard and Site Approval Application forms:

1. **Evidence of Site Control (Attachment 1)** – Documentation, such as a deed, purchase and sale agreement or option to purchase, that shows the applicant/developer has site control.

2. **Town/City Map (Attachment 2)** – A map that identifies the site location and distances from
   - Schools
   - Police and Fire Stations
   - Hospitals
   - Churches and Houses of Worship
   - Recreational Facilities
   - Public Transportation (specify)
   - City Hall and Public Buildings
   - Shopping Facilities

3. **Site Description (Attachment 3)** – A description that includes detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes. Confirmation and description of access to a public way must be included and identified on the submitted site plans. An aerial photograph of the site or regular photo of the entrance of the site with an appropriate landmark should also be included. Several companies have taken aerial photographs of all parts of the state that are available for purchase.

4. **Plans and Specifications (Attachment 4)** – The application must include the following:
   a. **Preliminary Drawings** – Two (2) sets of drawings (not larger than 30" x 42"), signed by a registered architect or engineer, which include
      - Cover sheet showing written tabulation of
        - Proposed buildings by construction type (refer to categories under "Project Information" of the Site Approval Application) and sizes (square feet/height).
        - Dwelling unit distribution by floor, size, bedroom/bath number and handicapped designation.
        - Square footage breakdown by commercial, residential and other usage.
        - Number of parking spaces, parking ratio required and proposed.
        - Proposed dwelling units per acre under the proposed zoning, as well as allowable dwelling units per acre, if applicable, under current zoning.
        - Percentage breakdown of the tract to be occupied by buildings, by parking and other paved vehicular areas, and open areas.
Site plan showing
- Contours
- Lot lines, streets and existing buildings.
- Building footprints, parking, site improvements and general dimensions.
- Adjacent building construction types and uses, footprints and heights.
- Zoning use, dimensional and bulk restrictions (i.e., setback requirements, height restrictions, etc.) applicable to the proposed development site, as well as easements and related restrictions.
- Wetlands and buffer zones, flood hazard areas, ledges and other environmental constraints.

Utilities plan showing
- Existing and proposed locations.
- Types of sewage, water, drainage facilities, etc.

Graphic Description of the Design Concept showing
- Typical building floor plans.
- Typical unit plans with square footage tabulations.
- Elevations, sections, perspectives or photographs.
- Typical wall sections.

b. Reports and Maps – One (1) set of each of the following
- Soils Report or Bearings for proposed new construction; structural report for proposed rehabilitation of existing building.
- An original U.S. Geological Survey map showing location of the site.

5. State Approvals or Determinations (Attachment 5) – Include all applicable approvals or determinations relating to the site and/or project proposal, if any, such as Conservation Commission Order of Conditions, DEP Superceding Order of Conditions, MEPA Determinations, Executive Order 193 Determinations, etc.

Also include any environmental information, such as the following:
- Site Assessments, if any, performed under Chapter 21E, and/or any Phase I or II Environmental Assessments.
- Wetland delineations and/or flood hazard areas (include a copy of applicable Flood Insurance Maps), as well as required local and state buffer zones.

6. Federal Home Loan Bank of Boston (Attachment 6) – Member Bank Letter of Interest (See also 40B Other Required Information form noted above for further details).

7. Developer/Applicant Qualifications (Attachment 7) – Include a list of prior related experience (within the last five years) for each development team member (See 40B Other Required Information form noted above for further details).
Land Value Appraisal
MassHousing has endorsed the Uniform Land Value Policy described in the MHP 40B Guidelines issued by MHP. Under the MHP 40B Guidelines, the allowable land acquisition cost that may be included in the project's development budget will be limited to the market value of the development site under its pre-40B zoning (the "As Is" Value), plus reasonable and verifiable carrying costs associated with the acquisition of the land. Please refer to Appendix A of the MHP Guidelines for further discussion regarding acquisition value.

Site Approval Notification Requirements
All Home Ownership or Rental Project Site Approval Applications submitted to MassHousing are subject to the following notification requirements:

1. Notice of Application to Chief Elected Official – Upon submission of the Site Approval application to MassHousing, the applicant must forward a copy of the application and plans to the Chief Elected Official of the community in which the development is to be located.

Upon MassHousing's determination of its receipt of a complete application, MassHousing will initiate the 30-day review period to allow comments from the community in which the development is to be located.

Please note that MassHousing will issue a Project Eligibility ("Site Approval") Letter for Home Ownership or Rental developments that are subject to the regulations listed below. However, in such cases, MassHousing's Site Approval Letter will note to the Applicant that the affected municipality may have rights under the referenced regulations, including the right to deny such comprehensive permit application or grant a comprehensive permit with conditions.

- General Land Area Minimum (see 760 CMR 31.04 (2)) – Projects within a municipality in which low and moderate income housing exists on sites comprising more than 1.5% of the total land area zoned for residential, commercial or industrial use, pursuant to MGL c. 40B §20.

- Recent Progress Toward Housing Unit Minimum (see 760 CMR 31.07 (1)(d)) – Projects within a municipality that has made recent progress toward its required Housing Unit Minimum, as defined in 760 CMR 31.04 (1), through the creation of housing units during the preceding 12 months equal to or greater than 2% of the municipality's total housing units.

- Large Scale Project Review (see 760 CMR 31.07 (1)(g)) – Projects proposing a total number of units in excess of the following maximums:

<table>
<thead>
<tr>
<th># Housing Units in Municipality</th>
<th>Maximum # of Project Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,500+</td>
<td>Greater of 300 units or 2% of total housing units</td>
</tr>
<tr>
<td>5,001 – 7,499</td>
<td>250 units</td>
</tr>
<tr>
<td>2,500 – 5,000</td>
<td>200 units</td>
</tr>
<tr>
<td>2,499 or fewer</td>
<td>150 units</td>
</tr>
</tbody>
</table>
• **Planned Production** (see **760 CMR 31.07 (1)(i)**) – Projects within a municipality that has adopted an affordable housing plan approved by the Department of Housing and Community Development.

• **Related Applications** (the “Cooling-Off Period”; see **760 CMR 31.07 (1)(h)**) – Projects involving a site for which an application for a variance, special permit, subdivision, comprehensive permit or other approval related to construction was denied, withdrawn, disposed or is currently pending, provided such previous application did not include low or moderate income housing or did not involve insubstantial construction or modification of the preexisting use of the land.

2. **Notice of Application and Determination to the Department of Housing and Community Development (DHCD)**

• **Filing of Application** – Within 10 days of filing a Site Approval Application with MassHousing, the applicant must also provide written notice of the application to

  Director  
  Massachusetts Department of Housing and Community Development  
  100 Cambridge Street, Suite 300  
  Boston, MA 02114

Such Notice to DHCD shall be sent via CERTIFIED MAIL or HAND DELIVERY. Failure to provide this Notice (and proof of delivery, such as a copy of a return receipt) within the required 10-day period shall be considered by MassHousing as a withdrawal of the application.

A copy of the required DHCD Notice and proof of delivery must also be sent by CERTIFIED MAIL or HAND DELIVERY to

**Home Ownership Projects:**
- Michael Busby  
  Loan Specialist  
  MassHousing  
  One Beacon Street, 29th Floor  
  Boston, MA 02108

**Rental Projects:**
- Nancy Andersen  
  Manager of Rental Programs and Development  
  Rental Development Department  
  MassHousing  
  One Beacon Street, 26th Floor  
  Boston, MA 02108
- **Site Approval Determination** – Within ten (10) days of the receipt of a written Site Approval Determination from MassHousing, the applicant is responsible for forwarding a copy of the Determination via CERTIFIED MAIL or HAND DELIVERY to the Director of DHCD at the address listed above.

3. **Notice of Application to Executive Office of Environmental Affairs** – Depending on certain development characteristics (e.g., more than 100 units, the need for a curb cut from a state road, etc.), a developer may need to file an Environmental Notification Form (ENF) in order to comply with state requirements. For further information, please contact

   **Massachusetts Executive Office of Environmental Affairs**
   **Massachusetts Environmental Policy Act (MEPA) Unit**
   251 Causeway Street, Suite 900
   **Boston, MA 02114**

4. **Notices Following Issuance of Site Approval Letter** – Pursuant to the terms of the MassHousing Site Approval Letter, the applicant is required to file for a Comprehensive Permit with the municipality’s Zoning Board of Appeals (ZBA) within two (2) years following issuance of the Site Approval Letter, unless an extension is granted in writing by MassHousing. In addition, the developer/applicant is required to notify MassHousing at the following times, if applicable, during the Chapter 40B Comprehensive process:

   - Comprehensive Permit Application Filing with the ZBA
   - Comprehensive Permit Approval or Denial by the ZBA
   - Appeal Filing with the Housing Appeals Committee (HAC) and/or Superior Court
   - HAC and/or Superior Court Decision
   - Change of Financing to a Non-MassHousing or NEF Source
Site Approval Fees
The following fees are due at the time of each Site Approval Application submittal to MassHousing, regardless of whether funding is sought through a MassHousing program and/or the New England Fund (NEF) program:

1. MassHousing Application Processing Fee – $2,500

7. Chapter 40B Technical Assistance/Mediation Fee – Under an Interagency Agreement between DHCD, MassHousing, MHP and MassDevelopment, an additional fee will be collected by MassHousing and remitted to MHP to fund the following services related to the Chapter 40B permitting process:
   - Technical assistance grants to local governments reviewing Chapter 40B applications
   - Mediation services to resolve community issues arising from the Chapter 40B process
   - Professional staff for HAC.

The total amount of the Technical Assistance/Mediation Fee is based on the combination of the following two (2) fees:

a. **Base Fee (based on sponsor type)**
   - Limited Dividend Organization Sponsor – $2,500; or
   - Non-Profit Organization or Public Agency Sponsor – $1,000

b. **Unit Fee (all projects)**
   - Each project, regardless of sponsor type – $30 per unit

3. Land Appraisal Cost – At the expense of the applicant, MassHousing will commission a pre-40B land value appraisal to confirm compliance with MassHousing's Acquisition Value Policy (for Rental Programs) and the Appendix of the MHP Guidelines. MassHousing will select the appraiser from its list of pre-approved appraisers, who are all General Real Estate Appraisers licensed by the Commonwealth of Massachusetts, and the appraiser will be required to submit a Self-Contained Appraisal Report to MassHousing in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).
Please Submit Required Site Approval Application Materials and Fees as follows:

**Home Ownership Projects**
Submit original application and one (1) copy of plans to
  Michael Busby  
  Loan Specialist  
  MassHousing  
  One Beacon Street, 29th Floor  
  Boston, MA  C2108

**Rental Projects**
Submit original plus three (3) copies of application and two (2) copies of plans to
  Nancy Andersen  
  Manager of Rental Programs and Development  
  Rental Development Department  
  MassHousing  
  One Beacon Street, 26th Floor  
  Boston, MA  02108

**Please Note:** Neither Site Approval nor Final Approval from MassHousing constitutes a Loan Commitment under any financing program by MassHousing, the Federal Home Loan Bank of Boston or its member banks. All potential MassHousing and NEF financing for the project is subject to further review and underwriting following receipt of a Comprehensive Permit and a complete application for a Loan Commitment.

PLEASE REFER TO THE FINAL APPROVAL CHECKLIST FOR FURTHER REQUIREMENTS UPON ISSUANCE OF A COMPREHENSIVE PERMIT AND REQUIRED REGULATORY DOCUMENT TEMPLATES

For further information, please contact
Home Ownership Projects: Michael Busby 617.854.1219 or mbusby@masshousing.com
Rental Projects: Nancy Andersen 617.854.1360 or nondersen@masshousing.com

For further program information, see
Home Ownership Projects: www.masshousing.com/housingstarts
Rental Projects: www.masshousing.com/rentaldevelopers
1. Application
   1.1 Location Map
   1.2 Tax Map
   1.3 Directions
2. Existing Conditions
   2.1 Existing Conditions Plan
   2.2 Aerial Photograph
   2.3 Site/Context Photos
   2.4 Maps
   2.5 By Right Plan (Appraisal)
3. Project Information
   3.1 Site Plan
   3.2 Floor Plans
   3.3 Narrative
   3.4 Tabular Zoning Analysis
   3.5 Sustainable Development Principles Form
4. Site Control
   4.1 Evidence of Site Control
5. Financial Information
   5.1 NEF Letter of Interest
   5.2 Market Sales Comparison
   5.3 Market Study
6. Applicant Qualifications
   6.1 Development Team Qualifications
   6.2 Applicant Entity 40B Experience
   6.3 Applicant’s Certification
   6.4 List of Applicant Entities
7. Notifications and Fees
   7.1 Narrative of prior conversations with Town Officials
   7.2 Evidence of Notification to Town
   7.3 Evidence of Notification to DHCD
   7.4 Check for processing fee
   7.5 Check to MassHousing Partnership
   7.6 W-9
8. Check List
Comprehensive Permit Site Approval Application/Homeownership

www.masshousing.com | www.masshousingrental.com
Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state’s comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing’s Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

http://www.mass.gov/hed/economiccoeddhcd/legal/regs/760-cmr-56.html and
Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

Gregory Watson, Manager of Comprehensive Permit Programs
MassHousing, One Beacon Street, Boston, MA 02108

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or gwatson@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.
Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Please be sure to answer ALL questions. Indicate "N/A", "None" or "Same" when necessary.

Section 1: GENERAL INFORMATION (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: Byfield Estates

Municipality: Newbury, MA
Address of Site: 55 Rear Pearson Drive
Cross Street (if applicable): Orchard Street
Zip Code: 01922
Tax Parcel I.D. Number(s) (Map/Block/Lot): Map R-20, Lot 75

Name of Proposed Development Entity (typically a single purpose entity): Cricket Lane, LLC

Entity Type: Limited Dividend Organization ✓ Non-Profit*   Government Agency

* If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.

Has this entity already been formed? Yes ✓ No

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): Cricket Lane, LLC - Walter K. Erikson, Manager

Applicant’s Web Address, if any: None

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ✓ No   If yes, please explain: Owns real estate and development company

Primary Contact Information (required)
Name of Individual: Melissa E. Robbins
Relationship to Applicant: Attorney
Name of Company (if any): Deschenes and Farrell, P.C.
Street Address: 515 Groton Road, Suite 204
City/Town/Zip: Westford, MA 01886
Telephone (office and cell) and Email: 978-496-1179 melissa@dfpclaw.com

Secondary Contact Information (required)
Name of Individual: Walter K. Erikson
Relationship to Applicant: Manager
Name of Company (if any): Cricket Lane, LLC
Street Address: 92 Middlesex Road
City/Town/Zip: Tyngsboro, MA 01879
Telephone (office and cell) and Email: 978-649-2727 awc.walter@comcast.net
Additional Contact Information (optional)
Name of Individual: N/A
Relationship to Applicant: N/A
Name of Company (if any): N/A
Street Address: N/A
City/Town/Zip: N/A
Telephone (office and cell) and Email: N/A

Anticipated Financing:
MassHousing
NEF Bank ✓
Name of NEF Bank: First Ipswich Bank

Total Number of Units 24.00  # Affordable Units 6.00  # Market Rate Units 18.00
Age Restricted? Yes □ No ☑ If Yes, 55+ □ or 62+ □

Brief Project Description (150 words or less):

Construction of a new residential subdivision of 24 single family three (3) and four (4) bedroom homes. Each home will have approximately 2,500 square feet, with a two car garage. It will be a homeownership development, with six (6) homes sold as affordable units. Approximately 1,200 linear feet of a new roadway will be built to serve the development.

Required Attachments Relating to Section 1

1.1 Location Map
Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map
Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

1.3 Directions
Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.
Section 1.1
Section 1.3
Google Maps  Boston, MA, USA to 55 Pearson Dr, Newbury, MA 01922  Drive 38.2 miles, 45 min

Follow I-93 N and I-95 N to Central St in Newbury. Take exit 55 from I-95 N

1. Head north on Cambridge St toward Sudbury St 38 min (36.7 mi)

2. Turn right onto Sudbury St 0.1 mi

3. Turn left onto the Interstate 93 N ramp to Concord NH 0.3 mi

4. Merge onto I-93 N 1.1 mi

5. Take exit 37A to merge onto I-95 N toward Peabody 9.4 mi

6. Keep right at the fork to stay on I-95 N, follow signs for Portsmouth NH 8.3 mi

7. Take exit 55 for Central St toward Byfield/Newbury 17.3 mi

Continue on Central St. Drive to Pearson Dr

8. Turn right onto Central St (signs for Newbury/S.Byfield) 4 min (1.5 mi)

9. Turn left onto Orchard St 0.7 mi

10. Turn left onto Pearson Dr 0.3 mi

11. Turn right to stay on Pearson Dr 0.2 mi

55 Pearson Dr  
Newbury, MA 01922
Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 2: EXISTING CONDITIONS/SITE INFORMATION (also see Required Attachments listed at end of Section 2)

In order to issue Site Approval MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Name of Proposed Project: Byfield Estates

<table>
<thead>
<tr>
<th>Buildable Area Calculations</th>
<th>Sq. Feet/Acres (enter &quot;0&quot; if applicable—do not leave blank)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Site Area</td>
<td>656,984.00/15.08 acres</td>
</tr>
<tr>
<td>Wetland Area</td>
<td>303,528.00/6.96 acres</td>
</tr>
<tr>
<td>Flood/Hazard Area</td>
<td>0.00</td>
</tr>
<tr>
<td>Endangered Species Habitat (animal and/or plant)</td>
<td>0.00</td>
</tr>
<tr>
<td>Conservation/Article 97 Land</td>
<td>0.00</td>
</tr>
<tr>
<td>Protected Agricultural Land</td>
<td>0.00</td>
</tr>
<tr>
<td>Other Non-Buildable (Describe)</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Non-Buildable Area</td>
<td>303,528.00</td>
</tr>
<tr>
<td>Total Buildable Site Area</td>
<td>353,456.00</td>
</tr>
</tbody>
</table>

Current use of the site and prior use if known:
Currently vacant wooded land.

Is the site located entirely within one municipality? Yes ✓ No __
If not, in what other municipality is the site located? N/A

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) __ N/A

Current zoning classification and principal permitted uses:
Zoned R-Ag, single family.

Previous Development Efforts
Please list (on the following page) any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications.
Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).
This development was originally submitted to MassHousing in 2016, and received Project Eligibility/Site Approval Letter Project #838 on October 26, 2016. The original applicant was in the process of obtaining all the necessary Town approvals and final engineering, and MassHousing rescinded the Site Approval Letter from the original applicant in March 2018.

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? See above.

<table>
<thead>
<tr>
<th>Existing Utilities and Infrastructure</th>
<th>Yes/No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater- private wastewater treatment</td>
<td>Yes</td>
<td>Private</td>
</tr>
<tr>
<td>Wastewater – public sewer</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Storm Sewer</td>
<td>No</td>
<td>Private</td>
</tr>
<tr>
<td>Water-public water</td>
<td>Yes</td>
<td>Adjacent to site</td>
</tr>
<tr>
<td>Water-private well</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Electricity</td>
<td>Yes</td>
<td>Adjacent to site</td>
</tr>
<tr>
<td>Roadway Access to Site</td>
<td>Yes</td>
<td>Access off Pearson Drive</td>
</tr>
<tr>
<td>Sidewalk Access to Site</td>
<td>Yes</td>
<td>Access off Pearson Drive</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Describe surrounding land use(s):
Areas to the north and east are open space owned by the Commonwealth of Massachusetts. Areas to the south and west are existing residential subdivision of single family homes.

<table>
<thead>
<tr>
<th>Surrounding Land Use/Amenities</th>
<th>Distance from Site</th>
<th>Available by Public Transportation?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shopping Facilities</td>
<td>1.6 mile</td>
<td>No</td>
</tr>
<tr>
<td>Schools</td>
<td>1.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Government Offices</td>
<td>1.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Multi-Family Housing</td>
<td>2.0 mile</td>
<td>No</td>
</tr>
<tr>
<td>Public Safety Facilities</td>
<td>1.0 mile</td>
<td>No</td>
</tr>
<tr>
<td>Office/Industrial Uses</td>
<td>1.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Conservation Land</td>
<td>Adjacent</td>
<td>No</td>
</tr>
<tr>
<td>Recreational Facilities</td>
<td>.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Houses of Worship</td>
<td>1.7 mile</td>
<td>No</td>
</tr>
<tr>
<td>Other</td>
<td>1.4 mile</td>
<td>No</td>
</tr>
</tbody>
</table>
List any public transportation near the Site, including type of transportation and distance from the site:
Medical Transportation- tjri NEET (Northern Essex Elder Transport)
COA Van for Errands
Ring and Ride (Merrimack Valley Regional Transit Authority) curb to curb service

Site Characteristics and Development Constraints
Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints."

Are there any easements, rights of way or other restrictions of record affecting the development of the site?  No

Is there any evidence of hazardous, flammable, or explosive material on the site?  No

Is the site, or any portion thereof, located within a designated flood hazard area?  No

Does the site include areas designated by Natural Heritage as endangered species habitat?  No

Are there documented state-designated wetlands on the site?  Yes

Are there documented vernal pools on the site?  Yes

Is the site within a local or state Historic District or listed on the National Register or Historic Places?  No

Has the site or any building(s) on the site been designated as a local, state or national landmark?  No

Are there existing buildings and structures on site?  No

Does the site include documented archeological resources?  No

Does the site include any known significant areas of ledge or steep slopes?  Yes
Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

Please provide a detailed Existing Conditions Plan showing the entire site, prepared, signed and stamped by a Registered Engineer or Land Surveyor. Plans should be prepared at a scale of 1"=100' or 1"=200' and should include the following information:

a. Reduced scale locus map
b. Surveyed property boundaries
c. Topography
d. Wetland boundaries (if applicable)
e. Existing utilities (subsurface and above ground).
f. Natural features including bodies of water, rock outcroppings
g. Existing easements and/or rights of way on the property
h. Existing buildings and structures, including walls, fences, wells
i. Existing vegetated areas
j. Existing Site entries and egresses

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the Site (such as those available on-line) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

2.3 Site/Context Photographs

Please provide photographs of the Site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District Nomination(s)

2.5 By-Right Site Plan (if available)

MassHousing will commission, at your expense, an "as-is" appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the Site without any consideration being given to its potential for development under Chapter 40B.
Section 2.1
Section 2.2
Site Aerial

TTI Environmental, Inc.
13 Branch St, Suite 111, Methuen, MA
Civil Engineering, Land Planning and Surveying

Source: MassGIS

Scale: N.T.S.
Date: March 2016
Section 2.3
Section 2.4
Section 2.5
Section 2.5  By Right Plan (Appraisal)

This parcel of land was recently appraised for an initial Site Eligibility approval as Byfield Estates, that was later rescinded.

The land was appraised at $690,000.
Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.

Name of Proposed Project: Byfield Estates

Project Type (mark both if applicable): New Construction ✔ Rehabilitation ❌ Both ❌

Total Number of Dwelling Units: 24.00
Total Number of Affordable Units: 6.00
   Number of 50% AMI Affordable Units: 6.00
   Number of 80% AMI Affordable Units: 6.00

Unit Mix: Affordable Units

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Number of Bathrooms</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1.50</td>
<td>0.00</td>
</tr>
<tr>
<td>Square Feet/Unit</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,500.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Unit Mix: Market Rate

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Units</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>12.00</td>
<td>6.00</td>
</tr>
<tr>
<td>Number of Bathrooms</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.50</td>
<td>2.50</td>
</tr>
<tr>
<td>Square Feet/Unit</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,500.00</td>
<td>2,700.00</td>
</tr>
</tbody>
</table>

Percentage of Units with 3 or More Bedrooms*: 100.00

* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.

Number of Handicapped Accessible Units: 0.00 *
Market Rate: 0.00 *
Affordable: 0.00 *

* As Required By Law

Gross Density (units per acre): 1.60
Net Density (units per buildable acre): 3.10
### Residential Building Information

<table>
<thead>
<tr>
<th>Building Type and Style</th>
<th>Construction or Rehabilitation</th>
<th>Number of Stories</th>
<th>Height</th>
<th>GFA</th>
<th>Number Bldgs. of this type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family detached</td>
<td>Construction</td>
<td>2.00</td>
<td>35</td>
<td>2500</td>
<td>18.00</td>
</tr>
<tr>
<td>Single Family detached 4 BR</td>
<td>Construction</td>
<td>2.00</td>
<td>35</td>
<td>2700</td>
<td>6.00</td>
</tr>
</tbody>
</table>

### Non-Residential Building Information

<table>
<thead>
<tr>
<th>Building Type and Style</th>
<th>Construction or Rehabilitation</th>
<th>Number of Stories</th>
<th>Height</th>
<th>GFA</th>
<th>Number Bldgs. of this type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Will all features and amenities available to market unit residents also be available to affordable unit residents? If not, explain the differences.

Although the exterior of the units will look the same, some of the interior decorating features will not be in the affordable units. Laminate countertops, vinyl sheet flooring, and carpet will be in place of hardwood, tile, and granite, for instance.

### Parking

Total Parking Spaces Provided: **48.00**

Ratio of Parking Spaces to Housing Units: **2**

### Lot Coverage (Estimate the percentage of the site used for the following)

Buildings: **4.38**

Parking and Paved Areas: **6.87**

Usable Open Space: **53.8**

Unusable Open Space: **46.2**

Lot Coverage: **11.26**

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No **No**
Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)
Please provide preliminary site layout plans of the entire Site prepared, signed and stamped by a registered architect or engineer. Plans should be prepared at a scale of 1"=100' or 1"=200', and should show:

- Proposed site grading
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

3.3 Narrative Description of Design Approach
Provide a narrative description of the approach to building massing, style, and exterior materials; site layout, and the relationship of the project to adjacent properties, rights of way and existing development patterns. The handbook called Approach to Chapter 40B Design Reviews prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

3.4 Tabular Zoning Analysis
Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area, frontage, front, side and rear setbacks, maximum building coverage, maximum lot coverage, height, number of stories, maximum gross floor area ratio, units per acre, units per buildable acre; number of parking spaces per unit/square foot and total number of parking spaces (proposed and required).

3.5 Completed Sustainable Development Principles Evaluation Assessment Form  *see attached form*
Section 3.1
Section 3.2
Section 3.3
Byfield Estates Description

Byfield Estates is a proposed 24 unit Homeownership development to be built on approximately 16 acres of land located off Pearson Drive. There are varying styles, but all the single-family homes will have three or four bedrooms and a two car garage.

The new dwelling homes designs will be approximately 2,200 to 2,600 square feet each. All dwellings will feature open floor plans with plenty of natural light and comfortable sized bedrooms. Eight of the dwellings will contain four (4) bedrooms and the rest will contain three (3) bedrooms. Basement space will also be available. Each dwelling will contain an outside deck areas as private space.

The approach to this development was to maintain a consistent massing, scale and building typography to the surrounding residential neighborhood. The “street” facades are a mixture of roof shapes and configurations, building materials, and entry types which help define them as more consistent with single family residences within the surrounding neighborhoods. The buildings are consistently two stories. The height and footprint of the proposed buildings are of a scale that is reminiscent of neighboring homes. Pitched roofs, clapboard and shingle sidings, architectural roof shingles, double hung windows and appropriate scale are part of the concept that ties this project to the context of the surroundings.

The buildings will vary in color schemes and basic façade design to produce a more natural feel. Human scale elements such as porches will be part of the design. Within the residential areas, the typical floor plan for the three and four bedroom units are designed with spacious open kitchen/living areas, comfortable bedrooms and bathrooms.

The proposed location will be located approximately 0.4 to 0.8 miles from a variety of services including retail stores, recreation facilities, and restaurants. The proposed community is also largely surrounded by conservation land.

The proposal includes six units (25%) to serve households earning up to 80% AMI in order to assure that households will not be priced out of the Newbury housing market.
**Tabular Zoning Analysis**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Required</th>
<th>Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot area Zone R-AG</td>
<td>40,000 sf</td>
<td>Condominium</td>
</tr>
<tr>
<td>Frontage</td>
<td>125 feet</td>
<td>50+</td>
</tr>
<tr>
<td>Property line</td>
<td>10 feet</td>
<td>none</td>
</tr>
<tr>
<td>Street line</td>
<td>20 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Maximum bldg coverage</td>
<td>no requirement</td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td>35</td>
<td>35</td>
</tr>
<tr>
<td>Number of stories</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Parking spaces</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Minimum driveway width</td>
<td>9</td>
<td>20</td>
</tr>
</tbody>
</table>
Section 3.5
SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: Byfield Estates
Project Number:
Program Name:
Date: June 2019

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at: Sustainable Development Principles

DEVELOPER SELF-ASSESSMENT
(for consistency with the Sustainable Development Principles)

Redevelop First
Check "X" below if applicable

If Rehabilitation:
- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

If New Construction:
- Contributes to revitalization of town center or neighborhood
- Walkable to:
  (a) transit
  (b) downtown or village center
  (c) school
  (d) library
  (e) retail, services or employment center
- Located in municipally-approved growth center

Explanation (Required)
The location of the proposed development is located less than two miles to the town hall, library and village center.
Optional - Demonstration of Municipal Support:

- Letter of Support from the Chief Elected Official of the municipality
- Housing development involves municipal funding
- Housing development involves land owned or donated by the municipality

*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.

Explanation (Required)
We have not yet submitted this proposal to the town, although it is identical to a previous submission to the town.

Method 2: Development meets a minimum of five (5) of the Commonwealth's Sustainable Development Principles, as shown in the next section below.

If the development involves strong municipal support (evidence of such support must be submitted as an attachment), the development need only meet four (4) of the Sustainable Development Principles. However, one (1) of the Principles met must be Protect Land and Ecosystems.

Please explain at the end of each category how the development follows the relevant Sustainable Development Principle(s) and explain how the development demonstrates each of the checked "X" statements listed under the Sustainable Development Principle(s).

(1) Concentrate Development and Mix Uses

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

Check "X" below if applicable
- Higher density than surrounding area
- Mixes uses or adds new uses to an existing neighborhood
- Includes multi-family housing
- Utilizes existing water/sewer infrastructure
- Compact and/or clustered so as to preserve undeveloped land
- Reuse existing sites, structures, or infrastructure
- Pedestrian friendly
- Other (discuss below)

Explanation (Required)
The homes will be very energy efficient, and better than energy star rated. The proposed development is a cluster development which results in less infrastructure development and more land available for open space. The existing water line is available on Pearson Drive, and the sewer will be using an on site community subsurface sewage disposal system. The development is designed to be pedestrian friendly with sidewalks throughout.
(2) Advance Equity & Make Efficient Decisions

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today’s decisions.

Promote development in accordance with smart growth and environmental stewardship.

Check “X” below if applicable
- Concerted public participation effort (beyond the minimally required public hearings) ☐
- Streamlined permitting process, such as 40B or 40R ☒
- Universal Design and/or visitability ☒
- Creates affordable housing in middle to upper income area and/or meets regional need ☒
- Creates affordable housing in high poverty area ☐
- Promotes diversity and social equity and improves the neighborhood ☒
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community ☒
- Other (discuss below) ☒

Explanation (Required)

We are trying to obtain the approvals through the 40B process. The proposed development proposes much needed affordable housing homeownership opportunity in the community. This will meet a needed affordability opportunity in a middle to upper income community like Newbury.

(3) Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

Check “X” below if applicable
- Creation or preservation of open space or passive recreational facilities ☐
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands ☒
- Environmental remediation or clean up ☐
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) ☒
- Eliminates or reduces neighborhood blight ☐
- Addresses public health and safety risk ☒
- Cultural or Historic landscape/existing neighborhood enhancement ☐
- Other (discuss below) ☐
Explanation (Required)
The proposed development calls for clustering the 24 single family homes so that a significant portion of the site can be left as open space. The open space area abuts land owned by the Commonwealth of Massachusetts Division of Fisheries and Wildlife, so it will add to the habitat area already provided. The drainage is also designed using BMP’s throughout to provide the most protection for the adjacent wetlands and resource areas.

(4) Use Natural Resources Wisely
Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

Check "X" below if applicable
- Uses alternative technologies for water and/or wastewater treatment
- Uses low impact development (LID) or other innovative techniques
- Other (discuss below)

Explanation (Required)
The proposed development utilizes a newly designed community subsurface sewage disposal system that meets the Commonwealth of Massachusetts Title V requirements. The clustering of the homes and drainage design allows us to develop less roadway, less impervious area and results in a low impact development.

(5) Expand Housing Opportunities
Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community’s character and vision and with providing new housing choices for people of all means.

Check "X" below if applicable
- Includes rental units, including for low/mod households
- Includes homeownership units, including for low/mod households
- Includes housing options for special needs and disabled population
- Expands the term of affordability
- Homes are near jobs, transit and other services
- Other (discuss below)

Explanation (Required)
The Town of Newbury is a middle class/upper middle class community. We will be providing a homeownership opportunity for low and moderate income households where it would be unlikely to happen without the benefit of a 40B development. The location of the proposed development is less than 2 miles from the town offices, library, schools and other services.
(6) Provide Transportation Choice

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

Check “X” below if applicable
- Walkable to public transportation ☑
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) ☑
- Increased bike and ped access ☑
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations ☑
- Other (discuss below) ☐

Explanation (Required)
The proposed development is located less than two miles to the village center area. Public transportation is available through the Merrimac Ride program and shuttle buses. Bike and pedestrian access is excellent, with a mix of sidewalks and lightly traveled roads.

(7) Increase Job and Business Opportunities

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

Check “X” below if applicable
- Permanent jobs ☐
- Permanent jobs for low- or moderate-income persons ☐
- Jobs near housing, service or transit ☑
- Housing near an employment center ☐
- Expand access to education, training or entrepreneurial opportunities ☐
- Support local businesses ☑
- Support natural resource-based businesses (i.e., farming, forestry or aquaculture) ☐
- Re-uses or recycles materials from a local or regional industry’s waste stream ☑
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials ☑
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products ☑
- Other (discuss below) ☐
Explanation (Required)
The construction of the infrastructure and 24 new homes will create jobs for hundreds of individuals over the next two years. These workmen will be patrons to the local businesses. In addition, wherever possible, we will be utilizing the local businesses for the construction of the development. Once occupied, the homeowners will also be using the local businesses.

(8) Promote Clean Energy
Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

Check "X" below if applicable
- Energy Star or equivalent* ☒
- Uses renewable energy source, recycled and/or non-low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources ☒
- Other (discuss below)

*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation (Required)
All units will use high efficiency heat pumps for heat and air conditioning. Insulation will be netted and blown in, giving R-23+ on walls, and R-49+ in ceilings. On demand gas hot water or high efficiency hybrid heat pump water heaters will be used.

(9) Plan Regionally
Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

Check "X" below if applicable
- Consistent with a municipally supported regional plan ☒
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing ☒
- Measurable public benefit beyond the applicant community ☐
- Other (discuss below)

Explanation (Required)
This development helps meet the area and Town's need for affordable homeownership.

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854.1880 or gwatson@masshousing.com
Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 4: SITE CONTROL. (also see Required Attachments listed at end of Section 4)

In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.

Name of Proposed Project: Byfield Estates

Describe current ownership status of the entire site as shown on the site layout plans (attach additional sheets as necessary if the site is comprised of multiple parcels governed by multiple deeds or agreements):

- Owned (or ground leased) by Development Entity or Applicant ☑
- Under Purchase and Sale Agreement
- Under Option Agreement

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: Byfield Estates, LLC

Grantee/Buyer: Cricket Lane, LLC - Walter K. Erikson, Manager

Grantee/Buyer is (check one):

- Applicant ☑
- Development Entity
- Managing General Partner of Development Entity
- General Partner of Development Entity
- Other (explain)

Are the Parties Related? No

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): N/A

Purchase Price: N/A

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: 1) 55 Pearson Drive - 3/28/19  2) 16 acres off Pearson Drive - 3/28/19

Expiration Date: None

If an extension has been granted, date of extension: N/A

If an extension has been granted, new expiration date: N/A

Purchase Price: 1) 55 Pearson Drive - $420,000.00  2) 16 acres off Pearson Drive - $730,000.00

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes ☑  No

If Yes, please describe current status of easement: N/A

Owned (or ground leased) by Development Entity or Applicant N/A

Under Purchase and Sale Agreement N/A

Under Option Agreement N/A
Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: Byfield Estates, LLC
Grantee/Buyer: Cricket Lane, LLC
Are the Parties Related? No

For Easements
Date(s) of Easement(s): N/A
Purchase Price: N/A

For Easement Purchase and Sale Agreements or Easement Option Agreements
Date of Agreement: N/A
Expiration Date: N/A
If an extension has been granted, date of extension: N/A
If an extension has been granted, new expiration date: N/A
Purchase Price: N/A

Required Attachments Relating to Section 4

4.1 Evidence of Site Control (required)
Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.
Purchase and Sales Agreement

55 Pearson Street
Newbury, MA
PURCHASE AND SALE AGREEMENT

This Agreement is made this 3rd day of March, 2019.

1. PARTIES: Byfield Estates, LLC, having an address at 2 Dearborn Way, Middleton, Massachusetts 01949, hereinafter called the Seller, agrees to sell and Walter K. Eriksen, Jr., or his nominee, successors or assigns, having an address at 92 Middlesex Road, Tyngsboro, Massachusetts 01879, hereinafter called the Buyer or Purchaser agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION OF PREMISES: The single-family home and lot at 55 Pearson Drive, Newbury, Essex County, Massachusetts, being a portion of the premises more particularly described in the deed at Essex South District Registry of Deeds Book 36692, Page 493, together with all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to such real property. THE PREMISES DOES NOT INCLUDE THE APPROXIMATELY 16 ACRES TO BE DEVELOPED AS BYFIELD ESTATES (PER THE LISTING SHEET PREPARED BY PASCIUTO & ASSOCIATES).

3. TITLE DEED. The premises to be conveyed hereunder shall be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to a nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the deed is to be delivered as provided herein, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) Provisions of existing building and zoning laws;
(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(c) Any liens for municipal betterments assessed after the date of the closing;
(d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises.

4. PLANS: If said deed refers to a plan necessary to be recorded therewith, the Buyer shall deliver such plan with the deed in form adequate for recording.

5. REGISTERED TITLE: In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient for issuance of a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable such Certificate of Title to be issued.

6. PURCHASE PRICE: The agreed purchase price for said premises shall be Four Hundred Twenty Thousand and 00/100 Dollars ($420,000.00). The Buyer has already deposited $5,000.00 with the Offer, and shall pay an additional Five Thousand and 00/100 Dollars ($5,000.00) as a deposit, which shall be held by the Buyer's legal counsel, Perkins & Anctil, P.C., in escrow. This deposit shall be applied entirely to the purchase price at closing. The balance of the purchase price shall be paid to the Seller by the Buyer at the delivery of the deed by cash, wire, cashier's check, bank check or Attorney IOLTA check at the closing, subject to the contingencies set forth herein.

[Initials]
Buyer(s) Initials

[Initials]
Seller(s) Initials
7. **TIME FOR PERFORMANCE: DELIVERY OF DEED.** The time for performance for the closing hereunder shall be on or before the thirtieth (30th) day after all appeal periods have lapsed, without appeal, for necessary permits and approvals to allow the Buyer to complete the construction of 24 single-family residential house on the Byfield Estates premises; which the Buyer has agreed to purchase pursuant to the terms of a separate agreement; provided, however the time for closing may be set at an earlier if both the Buyer and Seller so elect in a mutually executed written instrument. The closing shall take place at the office of the Buyer's counsel unless otherwise agreed upon in writing. Notwithstanding this, a closing must take place by no later than 6/1/2020 and, failing that, this Agreement shall become null and void and Buyer's deposit returned to him, unless the parties mutually agree to extend said time period further in writing. It is agreed that time is of the essence of this agreement.

8. **POSSESSION AND CONDITIONS OF PREMISES.** Full possession of each portion of the premises shall be delivered free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and changes due to Buyer's and Buyer's agents' testing and related activities excepted, and (b) not in violation of any building and zoning laws; and (c) in compliance with provisions of any instrument referred to herein.

9. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions thereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty (30) days. Reasonable efforts shall not require Seller to expend more than $1,500.00 to clear defects not caused by Seller's voluntary acts.

10. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.** If at the expiration of the extended time, the Seller has failed to remove any defects in title, deliver possession, or make the premises conform, then any payments made under this agreement shall be forthwith refunded to the Buyer and all other obligations of all parties hereto shall cease, and this agreement shall be void without recourse to the parties hereto.

11. **BUYER'S ELECTION TO ACCEPT TITLE.** The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to any portion of said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either:

(a) pay over or assign to the Buyer without recourse to Seller, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over

\[\checkmark\] Buyer(s) Initials

\[\checkmark\] Seller(s) Initials
or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

12. ACCEPTANCE OF DEED. The acceptance and recording of a deed by the Buyer or nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed except instruments, such as discharges from institutional lenders, which are customarily recorded within a reasonable time after closing, in accordance with the Massachusetts Real Estate Bar Association standards.

13. USE OF MONEY AND CLEAR TITLE. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use all the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or that the usual and customary arrangements are made for the securing and recording of such instruments in accordance with standard central Massachusetts conveyancing practices.

14. ADJUSTMENTS. Taxes, municipal charges, water, sewer and utility charges, if any, for the then current fiscal year shall be apportioned as of the day of performance of this agreement (as to each appropriate lot, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

15. ADJUSTMENTS OR UNASSESSED AND ABATED TAXES. If the amount of said taxes or other charges is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed or charges imposed for the preceding year, with a reapportionment as soon as the new amount can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

16. BROKER. The parties warrant and represent to each other that the only broker or consultant either has dealt with or retained in connection with this transaction is Pasciuto & Associates of Peabody, Massachusetts and Seller shall be responsible to pay a commission per separate agreement, only if, as and when the Closing is fully completed. Each of the Buyer and Seller shall defend, indemnify and hold the other harmless in the event of a breach of this warranty and representation.

17. DEPOSIT. The deposits made hereunder shall be held by Perkins & Anctil, P.C., the Buyer's legal counsel, in escrow subject to the terms of this agreement, and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer or by a court of competent jurisdiction, or the MA REBA Board of Mediation. In the event that the Buyer materially defaults in its obligations hereunder, the Sellers shall be entitled to retain the deposits as liquidated damages, and said deposits shall constitute the Sellers' sole remedy hereunder at law or in equity. Seller understands and agrees that Perkins & Anctil, P.C. represents the Buyer in this transaction.

W/ [Buyer's Initials]
H/K [Seller's Initials]
18. LIABILITY OF TRUSTEE, BENEFICIARY, ETC. If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary or any trust, shall be personally liable for any obligation, express or implied, hereunder.

19. WARRANTIES AND REPRESENTATIONS: The Buyer acknowledges that the Buyer has not been influence to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this agreement.

20. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by written instrument executed by both the Seller and the Buyer. If two (2) or more persons are named herein as Buyer or Seller their obligations hereunder shall be joint and several. The captions in this agreement are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

21. ACCESS. Buyer and Buyer’s representatives and agents shall have reasonable access to the premises throughout the term of the Agreement, for the purposes enumerated herein, provided such access does not materially interfere with Seller’s use or occupancy of the premises. In the event that Buyer does not purchase the property, the Buyer further agrees to reasonably restore the property — at Buyer’s expenses — to the condition existing prior to any of the Buyer’s investigations as set forth herein. Buyer agrees that it and any contractors it hires or allows onto the Premises shall carry full liability and workers compensation insurance in relation to all such activities.

22. NOTICES; FACSIMILES. All notices and correspondence with regard to this agreement shall be sent by facsimile (with confirmed receipt), mailed by registered or certified mail, return receipt requested, with all charges prepaid, or hand delivered, addressed as follows:

If to Buyer, to:

Scott J. Erikson, Esq.
Perkins & Nactil, P.C.
6 Lyberty Way, Suite 201
Westford, MA 01886
Email: serikson@perkinslawpc.com

If to Seller, to:

Jennifer Allen, Esq.
P.O. Box 149
Stoughton, MA 02072
jen@jenallenlaw.com
508-954-6655
508-536-3927 Fax

[Signature] [Signature]
Buyer(s) Initials Seller(s) Initials
Facsimiles of signatures shall be deemed originals for purposes of the execution of this agreement and any modification, extension or notice hereunder, provided the sender shall undertake promptly to deposit the original(s) thereof with the United States Postal Service, first class mail, postage prepaid, addressed to the recipient at the address(es) required above.

23. **TITLE AND PRACTICE STANDARDS.** Any dispute as to any title issue or conveyancing practice remaining unresolved at the scheduled time for any performance under this Agreement shall be resolved in accordance with applicable Standards or Practices of the Real Estate Bar Association, formerly known as the Massachusetts Conveyancers Association, to the extent applicable.

24. **PRIOR AGREEMENTS.** This agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except modified or altered by written instrument signed by all parties hereto. All prior offers and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements shall be, upon execution of this agreement, null and void.

25. **ERRORS OR OMISSIONS.** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission, provided error is determined with three (3) months of closing. The provisions of this paragraph shall survive the closing and delivery of the deed hereunder.

26. **RISK OF LOSS.** Until the delivery and recording of each deed, all risk of loss shall remain with the Seller.

27. **MARKETING.** The Buyer may, at Buyer’s sole cost and expense, at any time and from time to time throughout the term of this Agreement, actively market and advertise the premises for sale or lease by the Buyer. In accordance with any such marketing, the Buyer may erect signs on the premises, place advertisements and retain the services of a real estate broker.

28. **AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES.** In order to facilitate the execution and delivery of certain documents contemplated hereby, each of the undersigned hereby grants to his respective attorney the actual authority to execute and deliver on his or her behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may or must be given under this Agreement, and the parties may rely upon the signature of such attorney(s) (including faxed signatures) unless they have actual knowledge that the party has disclaimed the authority granted herein to bind him.

29. **SEVERABILITY.** The provisions of this Agreement are severable, and in the event that any one (1) or more of its provisions are deemed illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

30. **SURVIVAL.** Any obligations which, by their terms, are intended to survive the closing and the delivery and recording of the deed, shall so survive.

\[\text{\underline{\text{W}}} \quad \underline{\text{\textbf{H}} \textbf{K}}\]

Buyer(s) Initials \hspace{2cm} Seller(s) Initials
31. **SELLER'S REPRESENTATIONS.** Seller hereby represents and covenants, as of the date hereof and at the time of the closing, the following, each of which shall constitute and be determined as a condition of this Agreement:

(a) Seller is and/or shall be duly authorized to enter in this Agreement and shall have approved such sale and waived any rights relating thereto and at the time of closing written evidence of such authority and power shall be presented and delivered to Buyer.

(b) The premises currently are, or shall be at the time of closing, free and clear of liens, attachments, encumbrances, easements, leases and tenancies which materially affect Buyer's intended use of the premises.

(c) Seller has no actual knowledge nor knows of any circumstances, litigation, judgments, events, transactions or occurrences which would give rise to any claims, liabilities or awards, contingent or otherwise, relating to the premises that may be imposed on Buyer by third person(s), except as specifically stated herein.

(d) Seller has not commenced nor has Seller received notice of the commencement of any proceeding which would affect the present zoning classification of the premises. Seller will not initiate any such proceedings and will promptly notify Buyer if Seller receives notice of any such proceeding commenced by third parties.

(e) To the best of Seller's actual knowledge and belief, there are no agreements or contracts affecting any of the premises or any use of the premises that would not be terminable by will by Buyer without penalty from and after the closing.

(f) No work has been done on the premises which could give rise to any liens under Massachusetts General Laws, Chapter 254, and no contracts are outstanding or in effect with respect to the doing of any such work.

(g) There is, to the best of Seller's actual knowledge and belief, no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the premises (or any portion thereof) in, cf or by any court or governmental authority having jurisdiction over the premises;

(h) To the best of Seller's actual knowledge and belief, there are no suits, actions or proceedings pending or threatened against Seller materially affecting the premises or Seller's right or power to consummate the transaction contemplated by the Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.

(i) To the best of Seller's actual knowledge and belief, there is no condemnation proceeding pending or threatened against any portion of the premises.

(j) Seller has not been required to obtain flood insurance for the premises.

Seller's representations and covenants herein shall survive the closing and the delivery and recording of the deed.

[Signature]
Buyer(s) Initials

[Signature]
Seller(s) Initials
32. TITLE. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of the Agreement unless:

(a) All means of access to the premises shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity; excepting for access easements, which shall be located completely within the boundary lines of the servient estate so providing said access easement.

(b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises.

(c) The premises shall abut or have access to a public way, duly laid out or accepted as such by the city or town in which said premises are located.

(d) To the best of Seller’s knowledge, title to the premises is insurable for the benefit of the Buyer by a title insurance company at normal premium rates in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the “jacket” to such form and to the exceptions set forth in this Agreement.

33. STORAGE TANKS / HAZARDOUS WASTE. To the best of SELLER’S knowledge there are no underground storage tanks located on the premises. Seller further represents that Seller has never stored hazardous substances on the premises other than in full compliance with all applicable laws, and that it Seller has never disposed of any oil or hazardous substances on the premises and that Seller is, to the best of Seller’s knowledge, not aware of the generation, storage or disposal of such substances on the premises by anyone else. For purposes of this paragraph, “hazardous substances” shall be defined as set forth in the M.G.L. c. 21E and the Comprehensive Environmental Response and Compensation Liability Act of 1980, as amended, 42 USC §9601, et seq. and regulations promulgated thereunder. Seller’s representations herein shall survive the closing and the delivery and recording of the deed.

34. ADDITIONAL PROVISIONS.

(a) The Seller represents to the Buyer that the purchase price in the Purchase and Sale Agreement is sufficient to pay off all of the Seller’s obligations that may affect the sale of the premises including but not limited to: mortgages, municipal charges, recording fees, stamp taxes, and the real estate brokers commission. In the event that the purchase price is not sufficient to pay said obligations, then Seller agrees to use other funds to pay said obligations.

(b) The Buyer’s performance hereunder is conditioned upon title to the premises being insurable for the benefit of the Buyer on a standard American Land Title Association form insurance policy currently and customarily in use by the title insurance company licensed to do business in the Commonwealth of Massachusetts at normal premium rates, subject only to those printed exceptions to title normally included in the “jacket” to such form and to the exceptions permitted in Paragraph 4 of this agreement.

(c) Until the date of closing, Seller shall remain solely responsible for any and all real estate taxes and other municipal charges, fees and/or betterments assessed against the Property.

[Signatures]

Buyer(s) Initials  Seller(s) Initials
(d) The Seller represents to the best of Seller’s knowledge that as of the date of this Agreement, the Seller has not received any written notice relating to the property, of violation of any law, statute, ordinance of the town, county, state or federal agency.

(e) The Seller represents that to the best of their knowledge the property is not located in a special flood hazard zone of the town and that the Seller has never been required to purchase flood insurance for the premises.

(f) Seller agrees to execute at, prior to, and/or after closing:

a. Any and all affidavits and indemnities required by Buyer’s lender and title insurance company against claims of mechanics and materialmen.
b. Affidavits regarding liens which would become liens pursuant to Chapter 551 of the Acts of 1980 (Municipal Lighting Plants Real Estate Liens) have been paid; and
c. Affidavits that there being no parties in possession of the premises.
d. Any and all other forms, documents, affidavits, indemnifications and or agreements reasonably required by Buyers’ title insurance company and/or lender.

(g) Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Real Estate Bar Association of Massachusetts (REBA) shall be governed by such standard to the extent applicable, unless otherwise provided herein.

(h) Seller shall personally execute the Deed; a deed signed pursuant to a Power of Attorney shall not be deemed acceptable for title purposes.

(i) At closing, the Seller shall execute and deliver such documents as may be reasonably required by Buyer’s mortgagee.

(j) In the event of a title matter for which a title insurance company is willing to issue a so-called “clean” policy or provide “affirmative coverage” over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

(k) Seller agrees that, from and after the Date of this Agreement and while any agreement remains in effect, Seller shall not solicit, entertain, or accept any offers for the purchase of the Premises, nor engage in discussions or negotiations with any other party with respect to the sale of the Premises, Seller agreeing to deal exclusively with Buyer with respect to the purchase and sale of the Premises until the Closing or the date of any earlier termination of this Agreement.

(l) SELLER shall not be responsible to obtain the Title V Certificate. BUYER assumes responsibility of the Title V Certification.

The parties acknowledge that their respective obligations hereunder are contingent upon the simultaneous consummation of Buyer’s purchase of the 16 acres known as “Byfield Estates” located off of Pearson Drive, Newbury, Essex County, Massachusetts and an Assignment of Engineering

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\text{V} & \text{H} \\
\text{Buyer(s) Initials} & \text{Seller(s) Initials}
\end{array}
\]
Plans, Contracts, Licenses, Permits, Agreements, Warranties and Approvals, both executed of even date herewith.

Executed as a sealed instrument this ___ day of ___, 2019.

**BUYER:**

[Signature]

Walter K. Eriksen, Jr.

**SELLER:**

[Signature]

By: Haralabos Katsikis, Manager

Buyer(s) Initials

Seller(s) Initials
Purchase and Sales Agreement

16 acres located off Pearson Drive
Newbury, MA
PURCHASE AND SALE AGREEMENT

This Agreement is made this 36th day of March, 2019.

1. PARTIES: Byfield Estates, LLC, having an address at 2 Dearborn Way, Middleton, Massachusetts 01949, hereinafter called the Seller, agrees to sell and Walter K. Eriksen, Jr., or his nominee, successors or assigns, having an address at 92 Middlesex Road, Tyngsboro, Massachusetts 01879, hereinafter called the Buyer or Purchaser agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION OF PREMISES: The land, consisting of approximately 16 acres, known as "Byfield Estates" located off of Pearson Drive, Newbury, Essex County, Massachusetts, as more particularly described in the deed at Essex South District Registry of Deeds Book 36592, Page 493, together with all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to such real property and all of Seller's interest in any intangible property now or hereafter owned by Seller and used solely in connection with the property, including without limitation the right to use any trade style or name now used in connection with the same, any contract rights, escrow or security deposits, utility agreements or other rights related to the ownership of or use and operation of the property. The Premises does not include the single-family home located at 55 Pearson Drive, Newbury.

3. TITLE DEED. The premises to be conveyed hereunder shall be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to a nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the deed is to be delivered as provided herein, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) Provisions of existing building and zoning laws;
(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(c) Any liens for municipal betterments assessed after the date of the closing;
(d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises for the development of 24 or more single family homes in the context of a so-called M.G.L. c. 40B project, as provided herein.

4. PLANS: If said deed refers to a plan necessary to be recorded therewith, the Buyer shall deliver such plan with the deed in form adequate for recording.

5. REGISTERED TITLE: In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient for issuance of a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable such Certificate of Title to be issued.

6. PURCHASE PRICE: The agreed purchase price for said premises shall be Seven Hundred Thirty Thousand and 00/100 Dollars ($730,000.00). The Buyer has already deposited $5,000.00 with the Offer, and shall pay an additional Five Thousand and 00/100 Dollars ($5,000.00) as a deposit.

[Signatures]

Buyer(s) Initials  Seller(s) Initials
which shall be held by the Buyer’s legal counsel, Perkins & Anctil, P.C., in escrow. This deposit shall be applied entirely to the purchase price at closing. The balance of the purchase price shall be paid to the Seller by the Buyer at the delivery of the deed by cash, wire, cashier’s check, bank check or Attorney IOLTA check at the closing, subject to the contingencies set forth herein.

7. **TIME FOR PERFORMANCE: DELIVERY OF DEED.** The time for performance for the closing hereunder shall be on or before the thirtieth (30th) day after all appeal periods have lapsed, without appeal, for necessary permits and approvals to allow the Buyer to complete the construction of 24 single-family residential house on the premises, including building permits; provided, however, the time for closing may be set at an earlier if both the Buyer and Seller so elect in a mutually executed written instrument. The closing shall take place at the office of the Buyer’s counsel unless otherwise agreed upon in writing. Notwithstanding this, a closing must take place by no later than 6/1/2020 and, failing that, this Agreement shall become null and void and Buyer’s deposit returned to him, unless the parties mutually agree to extend said time period further in writing. It is agreed that time is of the essence of this agreement.

8. **POSSESSION AND CONDITIONS OF PREMISES.** Full possession of each portion of the premises shall be delivered free of all tenants and occupants, except as herein provided, to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and changes due to Buyer’s and Buyer’s agents’ testing and related activities excepted, and (b) not in violation of any building and zoning laws; and (c) in compliance with provisions of any instrument referred to herein.

9. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions thereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty (30) days. Reasonable efforts shall not require Seller to expend more than $15,000.00 to clear defects not caused by Seller’s voluntary acts.

10. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.** If at the expiration of the extended time, the Seller has failed to remove any defects in title, deliver possession, or make the premises conform, then any payments made under this agreement shall be forthwith refunded to the Buyer and all other obligations of all parties hereto shall cease, and this agreement shall be void without recourse to the parties hereto.

11. **BUYER’S ELECTION TO ACCEPT TITLE.** The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to any portion of said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either:

\[
\text{Initials}
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Buyer(s) Initials  Seller(s) Initials
(a) pay over or assign to the Buyer without recourse to Seller, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

12. **ACCEPTANCE OF DEED.** The acceptance and recording of a deed by the Buyer or nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed except instruments, such as discharges from institutional lenders, which are customarily recorded within a reasonable time after closing, in accordance with the Massachusetts Real Estate Bar Association standards.

13. **USE OF MONEY AND CLEAR TITLE.** To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use all the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or that the usual and customary arrangements are made for the securing and recording of such instruments in accordance with standard central Massachusetts conveyancing practices.

14. **ADJUSTMENTS.** Taxes, municipal charges, water, sewer and utility charges, if any, for the then current fiscal year shall be apportioned as of the day of performance of this agreement (as to each appropriate lot) and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

15. **ADJUSTMENTS OR UNASSESSED AND ABATED TAXES.** If the amount of said taxes or other charges is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed or charges imposed for the preceding year, with a reapportionment as soon as the new amount can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

16. **BROKER.** The parties warrant and represent to each other that the only broker or consultant either has dealt with or retained in connection with this transaction is Pasciuto & Associates of Peabody, Massachusetts and Seller shall be responsible to pay a commission per separate agreement, only if, as and when the Closing is fully completed. Each of the Buyer and Seller shall defend, indemnify and hold the other harmless in the event of a breach of this warranty and representation.

17. **DEPOSIT.** The deposits made hereunder shall be held by Perkins & Anctil, P.C., the Buyer's legal counsel, in escrow subject to the terms of this agreement, and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer or by a court of competent jurisdiction, or the MA REBA Board of

Buyer(s) Initials

Seller(s) Initials
Mediation. In the event that the Buyer materially defaults in its obligations hereunder, the Sellers shall be entitled to retain the deposits as liquidated damages, and said deposits shall constitute the Sellers’ sole remedy hereunder at law or in equity. Seller understands and agrees that Perkins & Anctil, P.C. represents the Buyer in this transaction.

18. LIABILITY OF TRUSTEE, BENEFICIARY, ETC. If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary or any trust, shall be personally liable for any obligation, express or implied, hereunder.

19. WARRANTIES AND REPRESENTATIONS: The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not set forth or incorporated in this agreement.

20. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by written instrument executed by both the Seller and the Buyer. If two (2) or more persons are named herein as Buyer or Seller their obligations hereunder shall be joint and several. The captions in this agreement are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

21. PERMIT AND APPROVAL CONTINGENCIES. The Agreement is expressly contingent upon the Buyer obtaining all of the necessary approvals and permits required for the construction of 24 single-family homes (together with associated improvements) on the premises, which approvals and permits may include, but not be limited, to a comprehensive permit pursuant to M.G.L. c. 40B, an order of conditions, a special permit from the planning board, variances from the zoning board of appeals, approval from the municipal historic district/commission, board of health approvals, building permits, and any and all other federal, state or municipal orders, approvals, certificates or permits necessary for the construction of said residential homes, and the expiration without action of the appeal periods associated with all such approvals and permits. Seller agrees to reasonably cooperate with Buyer, at no cost to the Seller, in connection with Buyer’s obtaining all necessary permits and approvals.

In the event that the Buyer is unable to obtain said approvals and permits, or in the event the Buyer determines, in its reasonable discretion, that the cost of obtaining such approvals and permits would be unreasonable, the Buyer may, at any time prior to the closing by written notice to the Seller terminate the Agreement its entirety. In the event the Buyer terminates the Agreement in its entirety pursuant to the terms of this paragraph, Buyer shall be entitled to a full refund of all deposits, and the Agreement shall be terminated, without further recourse to any party hereunder. Buyer agrees to return the original documents, engineering data and survey work to Seller at no cost of Seller.

22. ACCESS. Buyer and Buyer’s representatives and agents shall have reasonable access to the premises throughout the term of the Agreement, for the purposes enumerated herein, provided such access does not materially interfere with Seller’s use or occupancy of the premises. Buyer shall have

\[\text{Buyer(s) Initials} \quad \text{Seller(s) Initials}\]
the right to conduct tests, clearing/cutting, drilling, exploratory excavation, surveys and other investigation of the premises to the extent the Buyer may reasonably determine necessary, in Buyer's reasonable discretion, in order to conduct its due diligence and/or to allow Buyer to obtain the necessary permits and approvals as set forth herein; provided, however, that Buyer hereby agrees to indemnify, defend and hold harmless the Seller from and against any and all liabilities, claims or penalties on account of or based upon any injury to any person or loss of or damage to any property arising out of or in connection with the Buyer's entry onto or occupation or use of the premises pursuant to this Paragraph. In the event that Buyer does not purchase the property, the Buyer further agrees to reasonably restore the property - at Buyer's expenses - to the condition existing prior to any of the Buyer's investigations as set forth herein. Buyer agrees that it and any contractors it hires or allows onto the Premises shall carry full liability and workers compensation insurance in relation to all such activities.

23. **NOTICES; FACSIMILES.** All notices and correspondence with regard to this agreement shall be sent by facsimile (with confirmed receipt), mailed by registered or certified mail, return receipt requested, with all charges prepaid, or hand delivered, addressed as follows:

**If to Buyer, to:**

Scott J. Erikson, Esq.
Perkins & Anctil, P.C.
6 Lyberty Way, Suite 201
Westford, MA 01886
Email: serikson@perkinslawpc.com

**If to Seller, to:**

Jennifer Allen, Esq.
3 Pearl Street, Suite 9
Stoughton, MA 02072
508-954-6695
508-536-3927 - Fax

Facsimiles of signatures shall be deemed originals for purposes of the execution of this agreement and any modification, extension or notice hereunder, provided the sender shall undertake promptly to deposit the original(s) thereof with the United States Postal Service, first class mail, postage prepaid, addressed to the recipient at the address(es) required above.

24. **TITLE AND PRACTICE STANDARDS.** Any dispute as to any title issue or conveyancing practice remaining unresolved at the scheduled time for any performance under this Agreement shall be resolved in accordance with applicable Standards or Practices of the Real Estate Bar Association, formerly known as the Massachusetts Conveyancers Association, to the extent applicable.

25. **PRIOR AGREEMENTS.** This agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except modified or altered by written instrument signed by all parties hereto. All prior offers

\[\begin{align*}
\text{Buyer(s) Initials} & \quad \text{Seller(s) Initials}
\end{align*}\]
and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements shall be, upon execution of this agreement, null and void.

26. **ERRORS OR OMISSIONS.** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission, provided error is determined with three (3) months of closing. The provisions of this paragraph shall survive the closing and delivery of the deed hereunder.

27. **RISK OF LOSS.** Until the delivery and recording of each deed, all risk of loss shall remain with the Seller.

28. **MARKETING.** The Buyer may, at Buyer’s sole costs and expense, at any time and from time to time throughout the term of this Agreement, actively market and advertise the premises or any portion or subdivision thereof, including individual homes or lots, for sale or lease by the Buyer. In accordance with any such marketing, the Buyer may erect signs on the premises, place advertisements and retain the services of a real estate broker.

29. **AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES.** In order to facilitate the execution and delivery of certain documents contemplated hereby, each of the undersigned hereby grants to his respective attorney the actual authority to execute and deliver on his or her behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may or must be given under this Agreement, and the parties may rely upon the signature of such attorney(s) (including faxed signatures) unless they have actual knowledge that the party has disclaimed the authority granted herein to bind him.

30. **SEVERABILITY.** The provisions of this Agreement are severable, and in the event that any one (1) or more of its provisions are deemed illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

31. **SURVIVAL.** Any obligations which, by their terms, are intended to survive the closing and the delivery and recording of the deed, shall so survive.

32. **SELLER’S REPRESENTATIONS.** Seller hereby represents and covenants, to the best of his knowledge as of the date hereof and at the time of the closing, the following:

(a) Seller is and/or shall be duly authorized to enter in this Agreement and shall have approved such sale and waived any rights relating thereto and at the time of closing written evidence of such authority and power shall be presented and delivered to Buyer.

(b) The premises currently are, or shall be at the time of closing, free and clear of liens, attachments, encumbrances, easements, leases and tenancies which materially affect Buyer’s intended use of the premises.

(c) Seller has no actual knowledge nor knows of any circumstances, litigation, judgments, events, transactions or occurrences which would give rise to any claims, liabilities or awards, contingent

\[ \text{Buyer's Initials} \quad \text{Seller's Initials} \]
or otherwise, relating to the premises that may be imposed on Buyer by third person(s), except as specifically stated herein.

(d) Seller has not commenced nor has Seller received notice of the commencement of any proceeding which would affect the present zoning classification of the premises. Seller will not initiate any such proceedings and will promptly notify Buyer if Seller receives notice of any such proceeding commenced by third parties.

(e) To the best of Seller's actual knowledge and belief, there are no agreements or contracts affecting any of the premises or any use of the premises that would not be terminable by will by Buyer without penalty from and after the closing.

(f) No work has been done on the premises which could give rise to any liens under Massachusetts General Laws, Chapter 254, and no contracts are outstanding or in effect with respect to the doing of any such work.

(g) There is, to the best of Seller's actual knowledge and belief, no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the premises (or any portion thereof) in, of or by any court or governmental authority having jurisdiction over the premises.

(h) To the best of Seller's actual knowledge and belief, there are no suits, actions or proceedings pending or threatened against Seller materially affecting the premises or Seller's right or power to consummate the transaction contemplated by the Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.

(i) To the best of Seller's actual knowledge and belief, there is no condemnation proceeding pending or threatened against any portion of the premises.

(j) Seller has not been required to obtain flood insurance for the premises.

Seller's representations and covenants herein shall survive the closing and the delivery and recording of the deed.

33. **TITLE.** It is understood and agreed by the parties that the premises shall not be inconformity with the title provisions of the Agreement unless:

(a) All means of access to the premises shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity excepting for access easements, which shall be located completely within the boundary lines of the servient estate so providing said access easement.

(b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises.

(c) The premises shall abut or have access to a public way, duly laid out or accepted as such by the city or town in which said premises are located.

\[\underline{W} \quad \underline{H \ K}\]

Buyer(s) Initials

Seller(s) Initials
(d) To the best of Seller’s knowledge, title to the premises is insurable for the benefit of the Buyer by a title insurance company at normal premium rates in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the “jacket” to such form and to the exceptions set forth in this Agreement.

34. STORAGE TANKS / HAZARDOUS WASTE. To the best of Seller’s knowledge, there are no known underground storage tanks currently located on the premises. Seller further represents that Seller has never stored hazardous substances on the premises other than in full compliance with all applicable laws, and that it Seller has never disposed of any oil or hazardous substances on the premises and that Seller is, to the best of Seller’s knowledge, not aware of the generation, storage or disposal of such substances on the premises by anyone else. For purposes of this paragraph, “hazardous substances” shall be defined as set forth in the M.G.L. c. 21E and the Comprehensive Environmental Response and Compensation Liability Act of 1980, as amended, 42 USC §9601, et seq., and regulations promulgated thereunder. Seller’s representations herein shall survive the closing and the delivery and recording of the deed.

35. PLANS, PERMITS, ENGINEERING DATA, ETC. Upon the execution of this Agreement, Seller agrees to deliver to Buyer on or before 5:00 p.m. on the fifth (5th) business day following the date of execution hereof, for Buyer’s review, any and all information, plans, documents and permits relating to the following items, if any, within the possession of the Seller:

(a) All engineering and survey data, including without limitation, all soils analysis, borings, percolation tests, wetlands mappings, etc. of the premises, if any;

(b) A copy of the Seller’s deed and any existing title insurance policies, if any;

(c) All information relative to the absence or presence of hazardous waste materials or oils as defined under state and federal law and regulations, if any;

(d) Any and all information relative to the zoning or planning status of the premises, including without limitation all prior applications (whether withdrawn or rejected) made to governmental bodies (including, but not limited to, conservation commissions, planning boards, selectmen, zoning board, or other state or local authorities) relative to the use and development of the premises.

Notwithstanding the above, the Seller shall only be required to furnish to the Buyer those items which are in the physical possession of the Seller or to which the Seller has reasonable access which is not available to Buyer. Seller shall also authorize all third parties otherwise in physical possession of the foregoing to cooperate with the Buyer and to make such items available to Buyer.

36. ADDITIONAL PROVISIONS:

(a) The Seller represents to the Buyer that the purchase price in the Purchase and Sale Agreement is sufficient to pay off all of the Seller’s obligations that may affect the sale of the premises including but not limited to: mortgages, municipal charges, recording fees, stamp taxes, and the real estate brokers commission. In the event that the purchase price is not sufficient to pay said obligations, then Seller agrees to use other funds to pay said obligations.

[Initials] [Initials]  
Buyer(s) Initials  Seller(s) Initials
(b) The Buyer’s performance hereunder is conditioned upon title to the premises being insurable for the benefit of the Buyer on a standard American Land Title Association form insurance policy currently and customarily in use by the title insurance company licensed to do business in the Commonwealth of Massachusetts at normal premium rates, subject only to those printed exceptions to title normally included in the “jacket” to such form and to the exceptions permitted in Paragraph 4 of this agreement.

(c) Until the date of closing, Seller shall remain solely responsible for any and all real estate taxes and other municipal charges, fees and/or betterments assessed against the Property.

(d) The Seller represents to the best of Seller’s knowledge that as of the date of this Agreement, the Seller has not received any written notice relating to the property, of violation of any law, statute, ordinance of the town, county, state or federal agency.

(e) The Seller represents that to the best of their knowledge the property is not located in a special flood hazard zone of the town and that the Seller has never been required to purchase flood insurance for the premises.

(f) Seller agrees to execute at, prior to, and/or after closing:

a. Any and all affidavits and indemnities required by Buyer’s lender and title insurance company against claims of mechanics and materialmen.

b. Affidavits regarding bills which would become liens pursuant to Chapter 551 of the Acts of 1980 (Municipal Lighting Plants Real Estate Liens) have been paid; and

c. Affidavits that there being no parties in possession of the premises.

d. Any and all other forms, documents, affidavits, indemnifications and or agreements reasonably required by Buyers’ title insurance company and/or lender.

(g) Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of the Real Estate Bar Association of Massachusetts (REBA) shall be governed by such standard to the extent applicable, unless otherwise provided herein.

(h) Seller shall personally execute the Deed; a deed signed pursuant to a Power of Attorney shall not be deemed acceptable for title purposes.

(i) At closing, the Seller shall execute and deliver such documents as may be reasonably required by Buyer’s mortgagee.

(j) In the event of a title matter for which a title insurance company is willing to issue a so-called “clean” policy or provide “affirmative coverage” over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

(k) Seller agrees that, from and after the Date of this Agreement and while any agreement remains in effect, Seller shall not solicit, entertain, or accept any offers for the purchase of the Premises, nor

\[\text{[Buyer’s Initials]} \quad \text{[Seller’s Initials]}\]
engage in discussions or negotiations with any other party with respect to the sale of the Premises, Seller agreeing to deal exclusively with Buyer with respect to the purchase and sale of the Premises until the Closing or the date of any earlier termination of this Agreement.

(l) Buyer intends to reapply to MassHousing and the Town of Newbury with the Seller’s engineering plans, documents, architectural designs and other material pertinent to the development of the site as Byfield Estates, a 40B development. Seller will supply the existing plans, engineering, surveying, architectural and other related material at no cost, and secure any necessary consent, permission or licenses from any third parties. Buyer will assume the cost of any future engineering for the approvals.

(m) Seller expressly authorizes the Buyer to apply to the Commonwealth and any and all local boards or authorities required to obtain the approvals sought hereunder of Byfield Estates. All additional permitting and application fees will be the responsibility of the Buyer going forward.

(n) Seller will provide Buyer with a copy of the appraisal previously prepared by Mass Housing for the Premises within seven (7) days from the date of this Agreement.

(o) The parties acknowledge that their respective obligations hereunder are contingent upon the simultaneous consummation of Buyer’s purchase of the 55 Pearson Drive, Newbury, Essex County, Massachusetts and an Assignment of Engineering Plans, Contracts, Licenses, Permits, Agreements, Warranties and Approvals, both executed of even date herewith.

Executed as a sealed instrument this ___day of____, 2019.

BUYER:

Walter K. Eriksen, Jr.

SELLER:

Byfield Estates, LLC

By:

Haralambos Katsikis, Manager

Buyer(s) Initials

Seller(s) Initials
Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Homeownership 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: Byfield Estates

Initial Capital Budget (please enter "0" when no such sales/revenue or cost is anticipated)

Sales / Revenue

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market</td>
<td>10,780,000.00</td>
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<tr>
<td>Affordable</td>
<td>1,200,000.00</td>
</tr>
<tr>
<td>Related Party</td>
<td>0.00</td>
</tr>
<tr>
<td>Other Income</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Sales/Revenue</strong></td>
<td><strong>11,980,000.00</strong></td>
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Pre-Permit Land Value, Reasonable Carrying Costs

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<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.</td>
<td>690,000</td>
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Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
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<tbody>
<tr>
<td><strong>Acquisition Cost</strong></td>
<td></td>
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<tr>
<td>Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs</td>
<td>690,000.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong> Acquisition Costs</td>
<td>690,000.00</td>
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<tr>
<td><strong>Construction Costs-Residential Construction (Hard Costs)</strong></td>
<td></td>
</tr>
<tr>
<td>Building Structure Costs</td>
<td>6,566,400.00</td>
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<tr>
<td>Hard Cost Contingency</td>
<td>130,000.00</td>
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<tr>
<td><strong>Subtotal – Residential Construction (Hard Costs)</strong></td>
<td>6,696,400.00</td>
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</table>
## Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
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<tbody>
<tr>
<td><strong>Construction Costs—Site Work (Hard Costs)</strong></td>
<td></td>
</tr>
<tr>
<td>Earth Work</td>
<td>225,000.00</td>
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<tr>
<td>Utilities: On Site</td>
<td>455,000.00</td>
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<tr>
<td>Utilities: Off-Site</td>
<td>45,000.00</td>
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<tr>
<td>Roads and Walks</td>
<td>340,000.00</td>
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<tr>
<td>Site Improvement</td>
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<tr>
<td>Lawns and Planting</td>
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<td>Geotechnical Condition</td>
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<td>Environmental Remediation</td>
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<td>Demolition</td>
<td>0.00</td>
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<td>Unusual Site Conditions/Other Site Work</td>
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<tr>
<td><strong>Subtotal —Site Work (Hard Costs)</strong></td>
<td>1,499,000.00</td>
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<tr>
<td><strong>Construction Costs—General Conditions, Builders Overhead and Profit (Hard Costs)</strong></td>
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<tr>
<td>General Conditions</td>
<td>75,000.00</td>
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<tr>
<td>Builder's Overhead</td>
<td>75,000.00</td>
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<tr>
<td>Builder's Profit</td>
<td>75,000.00</td>
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<tr>
<td><strong>Subtotal — General Conditions Builder's Overhead and Profit (Hard Costs)</strong></td>
<td>225,000.00</td>
</tr>
<tr>
<td><strong>General Development Costs (Soft Costs)</strong></td>
<td></td>
</tr>
<tr>
<td>Appraisal and Marketing Study (not 40B &quot;as is&quot; appraisal)</td>
<td>5,000.00</td>
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<td>Lottery</td>
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<td>Commissions/Advertising-Affordable</td>
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<tr>
<td>Commissions/Advertising-Market</td>
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<td>Model Unit</td>
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<tr>
<td>Closing Costs (unit sales)</td>
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<tr>
<td>Real Estate Taxes (during construction)</td>
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<td>Utility Usage (during construction)</td>
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<tr>
<td>Insurance (during construction)</td>
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<tr>
<td>Security (during construction)</td>
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<tr>
<td>Inspecting engineer</td>
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<tr>
<td>Fees to Others</td>
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<tr>
<td>Construction Loan Interest</td>
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<td>Fees to Construction Lender</td>
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<tr>
<td>Architectural</td>
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<tr>
<td>Engineering</td>
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<tr>
<td>Survey, Permits, Etc.</td>
<td>25,000.00</td>
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<tr>
<td>Clerk of the Works</td>
<td>50,000.00</td>
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<tr>
<td>Construction Manager</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Item</td>
<td>Budgeted</td>
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<tr>
<td>----------------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>General Development Costs (Soft Costs) – Continued</strong></td>
<td></td>
</tr>
<tr>
<td>Bond Premiums (Payment/Performance/Lien Bond)</td>
<td>5,000.00</td>
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<tr>
<td>Legal</td>
<td>25,000.00</td>
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<tr>
<td>Title (including title insurance) and Recording</td>
<td>5,000.00</td>
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<tr>
<td>Accounting and Cost Certification (incl. 40B)</td>
<td>25,000.00</td>
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<tr>
<td>Relocation</td>
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<tr>
<td>40B Site Approval Processing Fee</td>
<td>2,500.00</td>
</tr>
<tr>
<td>40B Technical Assistance/Mediation Fund Fee</td>
<td>5,000.00</td>
</tr>
<tr>
<td>40B Land Appraisal Cost (as-is value)</td>
<td>5,000.00</td>
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<tr>
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<td>40B Subsidizing Agency Cost Certification Examination Fee</td>
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<td>40B Monitoring Agent Fees</td>
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<td>40B Surety Fees</td>
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<td>Other Financing Fees</td>
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<td>Other Consultants (describe)</td>
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<td>Other Consultants (describe)</td>
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<tr>
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<tr>
<td>Other General Development (Soft) Costs</td>
<td>60,000.00</td>
</tr>
<tr>
<td><strong>Subtotal – General Development Costs (Soft Costs)</strong></td>
<td>1,434,000.00</td>
</tr>
<tr>
<td><strong>Developer Overhead</strong></td>
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</tr>
<tr>
<td>Developer Overhead</td>
<td>75,000.00</td>
</tr>
<tr>
<td><strong>Subtotal – Developer Overhead</strong></td>
<td>75,000.00</td>
</tr>
</tbody>
</table>

**Summary of Subtotals**

- Sales/Revenue: 11,980,000.00
- Site Acquisition: 690,000.00
- Residential Construction: 6,696,400.00
- Site Work: 1,499,000.00
- Builder’s Overhead, Profit and General Conditions: 225,000.00
- General Development Costs: 1,434,000.00
- Developer Overhead: 75,000.00

**Summary**

- Total Sales/Revenue: 11,980,000.00
- Total Development Costs (TDC): 10,619,400.00
- Profit (Loss) from Sales/Revenue: 1,360,600.00
- Percentage of Profit (Loss) Over the Total Development Costs: 12.81%
### Initial Unit/Sales Price

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Units</td>
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<td>Number of Sq. Ft</td>
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<td>2,500</td>
<td>2,700</td>
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<td>Sales Price</td>
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<td>586,000</td>
<td>625,000</td>
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<tr>
<td>Condo / HOA Fee</td>
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<td>240.00</td>
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### AFFORDABLE

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<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 Bedroom</th>
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<td>Affordable Units</td>
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<tr>
<td>Sales Price</td>
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<td>200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condo / HOA Fee</td>
<td></td>
<td></td>
<td>240.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Describe your approach to calculating any additional fees relating to Condominium Association or a Homeowners Association.
We do not anticipate any additional fees, and have kept the affordable and market rate fees the same.
Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest
Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

NOTE: Binding Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.

5.2 Market Sale Comparables (required)
Please provide a listing of market sales being achieved in properties comparable to the proposed project.

5.3 Market Study (if requested)
MassHousing may require a market study for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.
Section 5.1
April 15, 2019

Mr. Gregory Watson, Manager
Comprehensive Permit Programs
MassHousing
One Beacon Street
Boston MA 02108

RE: Byfield Estates, Newbury MA

Dear Mr. Watson,

Please be advised that the First Ipswich Bank is very interested in pursuing the financing to the proposed 40B project located at 55 Pearson Drive (rear) in Newbury, MA. For Cricket Lane Development LLC. It is our understanding that the project will consist of 24 single family homes to be set on approximately 16 acres.

We have successfully financed several projects of the principal in the past and we would be very interest in pursuing other lending opportunities with the borrower, we are a New England Fund Bank as well.

We look forward to participating with you on this important affordable housing project.

Sincerely,

Lisa Brodeur
Vice President
Commercial Lending
Section 5.2
MLS # 72353636 - Sold
Single Family - Detached
18 Hay St
Newbury, MA 01951
Essex County
Style: Cape
Color: Yellow
Grade School: 
Middle School: 
High School: 
Handicap Access/Features: No
Directions: High St to Hay St.
List Price: $675,000
Sale Price: $659,000
Total Rooms: 7
Bedrooms: 3
Bathrooms: 2f 1h
Master Bath: Yes
Fireplaces: 1
Remarks
Gracious Cape Cod style home on an idyllic 1+ acre lot in Newbury! Featuring 3 bedrooms & 2.5 baths, this home was recently completely renovated. The large kitchen is open to the living area and has French doors leading to the deck. The gourmet kitchen features gleaming granite counters, stainless appliances, large center island. The master suite located on the first floor is a paradise with a spectacular bathroom, double vanity, tiled shower & large soaking tub. A bedroom on the 2nd floor has shed dormer windows to capture views of the yard and an en-suite bathroom. The yard is professionally landscaped and is fenced with mature trees & shrubs. A 4 stall barn sits at the back of the lot, has electricity, water. Each stall has it's own paddock! Updates include new septic, wired for backup generator, central air, solar panels, Sonos Surround system, California Closets. This is a PRIME location, close to Tendercrop Farm, Newburyport, train station, 95/495. Truly a great property!

Property Information
Approx. Living Area: 2,408 Sq. Ft.
Approx. Acres: 1.09 (47,550 Sq. Ft.)
Garage Spaces: 2 Attached, Garage Door Opener
Parking Spaces: 4 Off-Street, Paved Driveway
Cool Zones: 2 Central Air

Living Area Includes:

Living Area Source: Public Record
Living Area Disclosures:
Disclosures: 2 tax parcels, M:OR34 B:0000 L:00018 and M:OR34 B:0000 L:00017.

Room Levels, Dimensions and Features

<table>
<thead>
<tr>
<th>Room</th>
<th>Level</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Room:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Dining Room:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Kitchen:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Master Bedroom:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Bedroom 2:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Bedroom 3:</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Bath 1:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Bath 2:</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Bath 3:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Laundry:</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Mud Room:</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Features
Fireplace, Flooring - Hardwood
- Flooring - Hardwood, Window(s) - Picture, Countertops - Stone/Granite/Solid, Kitchen Island, Dryer Hookup - Electric, Exterior Access, Open Floor Plan, Stainless Steel Appliances, Washer Hookup, Wine Chiller
Bathroom - Full, Bathroom - Double Vanity/Sink, Closet - Walk-in, Flooring - Hardwood, Main Level, Remodeled
Flooring - Hardwood
Bathroom - Full, Flooring - Hardwood
Bathroom - Full, Bathroom - Double Vanity/Sink, Bathroom - Tiled With Shower Stall, Bathroom - With Tub, Flooring - Stone/Ceramic Tile, Main Level, Jacuzzi / Whirlpool Soaking Tub
Bathroom - Full, Bathroom - Tiled With Shower Stall, Flooring - Stone/Ceramic Tile
Bathroom - Half
- Closet/Cabinets - Custom Built

Features
Appliances: Range, Dishwasher, Refrigerator, Water Treatment, Refrigerator - Wine Storage
Area Amenities: Park, Walk/Jog Trails, Stables
Basement: Yes Full, Interior Access, Bulkhead, Sump Pump, Concrete Floor, Unfinished Basement
Beach: No
Construction: Frame
Electric: 200 Amps, Other (See Remarks)
Energy Features: Insulated Windows, Solar Features
Exterior: Vinyl
Exterior Features: Porch - Enclosed, Deck - Vinyl, Patio, Barn/Stable, Paddock, Fenced Yard, Horses Permitted
Flooring: Wood, Tile
Foundation Size:

Other Property Info
Disclosure Declaration: Yes
Exclusions: Washer, dryer, sauna, upright freezer in basement.
Home Own Assn:
Lead Paint: Unknown
UFTI: Warranty Features:
Year Built: 1950 Source: Public Record
Year Built Description: Actual
Year Round:
Short Sale w/Lndr. App. Req: No
Lender Owned: No
Tax Information
Pin #:
Assessed: $401,100
Foundation Description: Concrete Block
Hot Water: Oil, Tank
Interior Features: Central Vacuum, Security System
Lot Description: Cleared, Level
Road Type: Public
Roof Material: Asphalt/Fiberglass Shingles
Sewer Utilities: Private Sewerage - Title S: Not Done
Water Utilities: City/Town Water
Waterfront: No

Office/Agent Information
Listing Office: Keller Williams Realty [X] (978) 475-2111
Listing Agent: Vivien Marcus [X] (978) 994-3412
Team Member(s):
Sale Office: Keller Williams Realty [X] (978) 475-2111
Sale Agent: Faulkner Commercial Group (978) 269-5445
Listing Agreement Type: Exclusive Right to Sell
Entry Only: No
Showing: Sub-Agent: Sub-Agency Relationship Not Offered
Showing: Buyer-Agent: Schedule with ShowingTime or call 888-627-2775
Showing: Facilitator: Schedule with ShowingTime or call 888-627-2775
Special Showing Instructions: First showings begin at OPEN HOUSE 6/30/18. 24 hour notice to show.

Firm Remarks
24 hour notice to show please!

Market Information
Listing Date: 6/27/2018
Days on Market: Property has been on the market for a total of 186 day(s)
Expiration Date:
Original Price: $749,900
Off Market Date: 12/30/2018
Sale Date: 2/28/2019
Sale Price: $659,000
Offer Date: 12/23/2018 Days to Offer: 179

Listing Market Time: MLS# has been on for 186 day(s)
Office Market Time: Office has listed this property for 186 day(s)
Cash Paid for Upgrades:
Seller Concessions at Closing:
Financing: Conv. Fixed

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MLS # 72370989 - Sold
Single Family - Detached

77 South Street
Newbury, MA: Byfield, 01922
Essex County
Style: Contemporary
Color: brown
Grade School:
Middle School:
High School:
Handicap Access/Features: No
Directions: Scotland Road past the highway, house is on the left circular driveway

Remarks
Minutes to I 95 for commuting, heading to beaches, Newburyport, restaurants. Half acre yard grassy and fenced with large deck and hot tub. Open concept inside with brick accents, arches, and full sliders to the deck with cathedral ceilings, oak floors, kitchen with granite, cherry cabinets, desk area and island. If you like your privacy, and appreciate nature, come and see this beautiful home. This rustic contemporary will knock you over. Reason for a temporary withdraw was because owner was away.

Property Information
Approx. Living Area: 1,900 Sq. Ft.
Approx. Acres: 0.48 (20,865 Sq. Ft.)
Garage Spaces: 2 Attached, Garage Door Opener, Storage
Living Area Includes:
Heat Zones: 1 Forced Air, Oil
Cool Zones: 1 Central Air
Parking Spaces: 4 Off-Street
Living Area Source: Public Record
Cooling: approx. approx. approx.
Approx. Street Frontage:
Living Area Disclosures:
Disclosures:

Room Levels, Dimensions and Features
<table>
<thead>
<tr>
<th>Room</th>
<th>Level</th>
<th>Size</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Room:</td>
<td>1</td>
<td>18X12</td>
<td>Flooring - Hardwood, Open Floor Plan</td>
</tr>
<tr>
<td>Dining Room:</td>
<td>1</td>
<td>10X12</td>
<td>Skylight, Ceiling - Cathedral, Ceiling Fan(s), Ceiling - Beamed, Flooring - Hardwood, Main Level, Deck - Exterior, Exterior Access, Open Floor Plan</td>
</tr>
<tr>
<td>Family Room:</td>
<td>1</td>
<td>13X10</td>
<td>Wood / Coal / Pellet Stove, Skylight, Flooring - Hardwood, Balcony - Interior, Deck - Exterior, Exterior Access, Open Floor Plan, Slider</td>
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<tr>
<td>Kitchen:</td>
<td>1</td>
<td>13X12</td>
<td>Closet, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid, Countertops - Upgraded, Kitchen Island, Cabinets - Upgraded, Open Floor Plan, Stainless Steel Appliances</td>
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<tr>
<td>Master Bedroom:</td>
<td>2</td>
<td>21X12</td>
<td>Bathroom - Full, Ceiling - Cathedral, Ceiling Fan(s), Closet/Cabinets - Custom Built, Balcony - Interior</td>
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<tr>
<td>Bedroom 2:</td>
<td>1</td>
<td>13X11</td>
<td>Closet, Flooring - Hardwood</td>
</tr>
<tr>
<td>Bedroom 3:</td>
<td>2</td>
<td>11X12</td>
<td>Ceiling - Cathedral, Closet, Flooring - Hardwood</td>
</tr>
<tr>
<td>Bath 1:</td>
<td>1</td>
<td>8X5</td>
<td>Bathroom - Full, Bathroom - With Tub &amp; Shower, Closet - Linen, Flooring - Stone/Ceramic Tile</td>
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<tr>
<td>Bath 2:</td>
<td>2</td>
<td>10X6</td>
<td>Bathroom - 3/4, Bathroom - With Shower Stall, Flooring - Stone/Ceramic Tile</td>
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<tr>
<td>Laundry:</td>
<td>B</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Home Office:</td>
<td>2</td>
<td>11X12</td>
<td>Flooring - Hardwood, Balcony - Interior</td>
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</tbody>
</table>

Features
Appliances: Range, Dishwasher, Refrigerator
Area Amenities: Highway Access
Basement: Yes Partial, Interior Access, Sump Pump, Concrete Floor
Beach: No
Construction: Frame
Electric: Circuit Breakers, 200 Amps
Exterior: Shingles
Exterior Features: Deck - Wood, Hot Tub/Spa, Storage Shed, Fenced Yard
Flooring: Tile, Hardwood
Foundation Size:
Foundation Description: Poured Concrete
Hot Water: Electric
Insulation: Full
Interior Features: Security System
Lot Description: Paved Drive, Fenced/Enclosed, Level
Road Type: Public, Paved
Roof Material: Asphalt/Fiberglass Shingles
Sewer Utilities: Private Sewerage - Title 5: Not Done

Other Property Info
Disclosure Declaration: Yes
Exclusions:
Fading Direction: West
Home Own Assn: No
Lead Paint: None
UFIFI: Warranty Features:
Year Built: 1980 Source: Public Record
Year Built Description: Actual
Year Round: Yes
Short Sale w/Lndr. App. Req: No
Lender Owned: No

Tax Information
Pin #: 441,800
Tax: $4815 Tax Year: 2018
Book: 26777 Page: 188
Cert: Zoning Code: res/ag
Utility Connections: for Electric Range, for Electric Dryer, Washer Hookup
Water Utilities: Private Water
Waterfront: No
Water View: No

Office/Agent Information
Listing Office: Stone Ridge Properties, Inc. [ ] (978) 463-4322
Listing Agent: Nancy Purcell [ ] (978) 502-6441
Team Member(s):
Sale Office: Stone Ridge Properties, Inc. [ ] (978) 388-0880
Sale Agent: Cathy Toomey [ ] (978) 609-3970
Listing Agreement Type: Exclusive Right to Sell
Entry Only: No
Showing: Sub-Agent: Sub-Agency Relationship Not Offered
Showing: Buyer-Agent: Call List Agent, Sign, Pets on Premises
Showing: Facilitator: Call List Agent
Special Showing Instructions: Cats must stay indoors! and out of the basement

Compensation
Sub-Agent: Not Offered
Buyer Agent: 2.5
Facilitator: 1.0
Compensation Based On: Net Sale Price

Market Information
Listing Date: 7/30/2018
Days on Market: Property has been on the market for a total of 100 day(s)
Expiration Date:
Original Price: $549,000
Off Market Date: 11/13/2018
Sale Date: 11/19/2018
Sale Price: $507,000
Offer Date: 11/13/2018
Days to Offer: 100

Listing Market Time: MLS# has been on for 100 day(s)
Office Market Time: Office has listed this property for 100 day(s)
Cash Paid for Upgrades:
Seller Concessions at Closing:
Financing: Conv. Fixed

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MLS # 72449325 - Sold
Single Family - Detached
63 Green St
Newbury, MA 01951-1707
Essex County
List Price: $899,000
Sale Price: $885,000
Style: Colonial
Color: Blue
Grade School:
Middle School:
High School:
Handicap Access/Features:
Directions: High Road Rt 113 to Hanover Street to Green Street
Remarks
Live in a bucolic and pristine setting just minutes away from the hustle and bustle of Newburyport. Outdoor space is plentiful with professionally landscaped and manicured beds with 3 acres to roam. Maintain as little or as much of the acreage as you would like. This newer home boasts amazing space for entertaining as well as everyday living. Large kitchen and great room set the scene for togetherness and ease of contemporary living. Office space on first floor with 3/4 bath could be easily converted for an additional first floor bedroom. The owners renovations give way for additional expansion including an in-law or au pair suite. And still - a finished basement for work and play and 3 car garage. Seller has spared no expense on landscaping, sprinkler system, Anderson windows, architectural shingled roof, water filtration system, french drainage, and state of the art alarm system.

Property Information
Approx. Living Area: 3,568 Sq. Ft.          Approx. Acres: 3.17 (138,177 Sq. Ft.)          Garage Spaces: 3 Attached, Garage Door Opener, Work Area, Side Entry
Living Area Includes:
Heat Zones: 4 Hot Water Baseboard, Oil
Living Area Source: Public Record          Cool Zones: Central Air
Living Area Disclosures: Living area does not include finished basement
Parking Spaces: 8 Off-Street
Disclosures: Living area does not include lower level based on field card measurements. Line drawings are possible kitchen design.

Room Levels, Dimensions and Features

<table>
<thead>
<tr>
<th>Room</th>
<th>Level</th>
<th>Size</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Room:</td>
<td>1</td>
<td>26X20</td>
<td>Fireplace, Skylight, Ceiling - Cathedral, Flooring - Hardwood, Exterior Access, Open Floor Plan</td>
</tr>
<tr>
<td>Dining Room:</td>
<td>1</td>
<td>14X13</td>
<td>Flooring - Hardwood, Chair Rail</td>
</tr>
<tr>
<td>Kitchen:</td>
<td>1</td>
<td>25X14</td>
<td>Flooring - Stone/Ceramic Tile, Dining Area, Pantry, Countertops - Stone/Granite/Solid, Stainless Steel Appliances</td>
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<tr>
<td>Master Bedroom:</td>
<td>2</td>
<td>19X14</td>
<td>Closet - Walk-in, Flooring - Hardwood, Balcony / Deck, French Doors, Recessed Lighting, Remodeled, Gas Stove</td>
</tr>
<tr>
<td>Bedroom 2:</td>
<td>2</td>
<td>13X11</td>
<td>Closet - Walk-in, Flooring - Hardwood</td>
</tr>
<tr>
<td>Bedroom 3:</td>
<td>2</td>
<td>14X14</td>
<td>Closet, Flooring - Hardwood</td>
</tr>
<tr>
<td>Bedroom 4:</td>
<td>2</td>
<td>14X14</td>
<td>Flooring - Hardwood</td>
</tr>
<tr>
<td>Bedroom 5:</td>
<td>1</td>
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<td>Flooring - Hardwood</td>
</tr>
<tr>
<td>Bath 1:</td>
<td>1</td>
<td></td>
<td>Flooring - Stone/Ceramic Tile</td>
</tr>
<tr>
<td>Bath 2:</td>
<td>2</td>
<td></td>
<td>Bathroom - Full, Flooring - Stone/Ceramic Tile</td>
</tr>
<tr>
<td>Bath 3:</td>
<td>2</td>
<td></td>
<td>Bathroom - Full, Flooring - Stone/Ceramic Tile, Jacuzzi / Whirlpool Soaking Tub, Steam / Sauna</td>
</tr>
<tr>
<td>Laundry:</td>
<td>1</td>
<td>13X15</td>
<td>Flooring - Hardwood</td>
</tr>
<tr>
<td>Office:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Features
Appliances: Range, Dishwasher, Microwave, Refrigerator, Washer, Dryer, Water Treatment, Vacuum System, Water Softener
Basement: Yes Full, Partially Finished, Bulkhead, Sump Pump
Beach: Yes
Beach - Miles to: 1 to 2 Mile
Construction: Frame
Electric: 220 Volts
Exterior: Wood
Flooring: Wood, Tile
Foundation Size:
Foundation Description: Poured Concrete
Interior Features: Central Vacuum, Security System, Sauna/Steam/Hot Tub

Other Property Info
Disclosure Declaration: Yes
Exclusions: Home Own Assn:
Lead Paint: None
UFTI: Warranty Features:
Year Built: 1996 Source: Public Record
Year Built Description: Actual
Year Round: Yes
Short Sale w/Lndr. App. Req: No
Lender Owned: No

Tax Information
Pin #: M:0R34 B:0000 L:0010B
Lot Description: Paved Drive
Road Type: Public
Sewer Utilities: Private Sewerage - Title 5: Pass
Utility Connections: for Gas Range, for Gas Oven
Water Utilities: Private Water
Waterfront: No

Assessed: $794,000
Tax: $8,655 Tax Year: 2018
Book: 18651 Page: 496
Cert:
Zoning Code: AR4
Map: Block: Lot:

Office/Agent Information
Listing Office: Frueh Realty, LLC (978) 500-7409
Listing Agent: Ellen Hazo (978) 821-2425
Team Member(s):
Sale Office: Keller Williams Realty (978) 992-4050
Sale Agent: Willis and Smith Group (978) 255-2738
Listing Agreement Type: Exclusive Right to Sell
Entry Only: No
Showing: Sub-Agent: Sub-Agency Relationship Not Offered
Showing: Buyer-Agent: Call List Agent
Showing: Facilitator: Call List Agent
Special Showing Instructions: Please contact Ellen Hazo 978 821 2425

Compensation
Sub-Agent: Not Offered
Buyer Agent: 2
Facilitator: 2
Compensation Based On: Net Sale Price

Market Information
Listing Date: 2/5/2019
Days on Market: Property has been on the market for a total of 25 day(s)
Expiration Date:
Original Price: $899,000
Off Market Date: 3/2/2019
Sale Date: 3/29/2019
Sale Price: $855,000
Offer Date: 3/2/2019 Days to Offer: 25

Listing Market Time: MLS# has been on for 25 day(s)
Office Market Time: Office has listed this property for 25 day(s)
Cash Paid for Upgrades:
Seller Concessions at Closing:
Financing: Conv. Fixed

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Section 5.3
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<td>Property</td>
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<tr>
<td>Property</td>
<td>Features</td>
</tr>
</tbody>
</table>
Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.

Name of Proposed Project: Byfield Estates

Development Team
Developer/Applicant: Cricket Lane, LLC - Walter K. Eriksen, Manager
Development Consultant (if any): Melissa E. Robbins, Attorney
Attorney: Melissa E. Robbins
Architect: Ron Henri Albert, AIA Lunenburg Ma
Contractor: Applewood Construction Corp, Tyngsboro, MA
Lottery Agent: MCO Housing Services
Management Agent: N/A
Other (specify): N/A
Other (specify): N/A

Role of Applicant in Current Proposal

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<th>Development Task</th>
<th>Developer/Applicant</th>
<th>Development Consultant (identify)</th>
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<td>Applicant</td>
<td>Applicant</td>
</tr>
<tr>
<td>Other</td>
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Applicant's Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii), the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the "Applicant Entities"): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

Note: For the purposes hereof, "Managing Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities which have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.
"Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to:

(i) approve the terms and conditions of any proposed purchase, sale or mortgage;
(ii) approve the appointment of a property manager; and/or
(iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.

Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.

In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.

"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.

1. Applicant

Name of Applicant: Cricket Lane, LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.): limited liability company

State in which registered/formed: Massachusetts

List all Managing Entities of Applicant (you must list at least one):
See attached Section 6.4

List all Principals and Controlling Entities of Applicant and (unless the Managing Entity is an individual) its Managing Entities (use additional pages as necessary):
See attached Section 6.4

List all Affiliates of Applicant and its Managing Entities (use additional pages as necessary):
See attached Section 6.4
Proposed Development Entity
Name of Proposed Development Entity: Cricket Lane, LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.): limited liability company

State in which registered/formed: Massachusetts

List all Managing Entities of Proposed Development Entity (you must list at least one):
Walter K. Eriksen, Manager

List all Principals and Controlling Entities of Proposed Development Entity and (unless the Managing Entity is an individual) its Managing Entities (use additional pages as necessary):

List all Affiliates of Proposed Development Entity and its Managing Entities (use additional pages as necessary):
See Attached Section 6.4
Certification and Acknowledgment
I hereby certify on behalf of the Applicant, under pains and penalties of perjury, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a “Yes”. Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ✓ *

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ✓

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ✓

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ✓

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ___ No ✓ **

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ✓ **

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ✓

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ✓

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(B) and will be more particularly set forth in the MassHousing Regulatory Agreement.

* Although there is no active litigation, the Applicant has received notice of a potential claim for a slip and fall for the entity of SE Properties, LLC.

** The Applicant is current on all obligations. Please note, however, that three of the Applicant's other unrelated entities are in active construction of 40B Projects, therefore, cost certifications for those developments are not complete, but will be submitted and reviewed as required by MassHousing.
I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: 

Walter Eriksen  
Manager  

Date: 

40B Site Approval Application May 2016
Required Attachments Relating to Section 6

6.1 Development Team Qualifications
Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the Project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.) *

6.2 Applicant Entity 40B Experience
Please identify every Chapter 40B project in which the Applicant or any Applicant Entity has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted.

6.3 Applicant’s Certification
Please attach any additional sheets and any written explanations for questions answered with “yes” as required for Certification.

* Applicant’s related entity has received financing from MassHousing within the past five years for a development of comparable size and complexity to the proposed project. No resume is needed for this Application.

6.4 List of Applicant Entities
Section 6.1
Douglas C. Deschenes has been actively involved with the legal aspects of the development, financing, and construction of real estate and affordable housing for the last fifteen years, during that time, Mr. Deschenes has been promoting smart growth and affordable housing for developers, as well as non-profit and government agencies through the use of local zoning, M.G.L. Chapter 40B and other creative methods.

Education: Juris Doctor, Northeastern University School of Law, 1993
Master of Business Administration, New Hampshire College, 1988
Bachelor of Science, Biology, University of Maine at Orono, 1983

Affiliation: Former member and Chairman of Westford Conservation Commission
Former member Master Plan Implementation Committee
Former member Westford Affordable Housing Committee
Co-Founder Westford Land Preservation Foundation (non-profit land preservation group)
Former member Westford Water Commission

Employment: Admitted to the Massachusetts Bar Association in 1993
Joined Hall & Finnegan, P.C. in September of 1997, practicing in the areas of land use, environmental law, real estate development and conveyancing, business law, wills and trusts
Named partner of Hall, Finnegan, Ahern & Deschenes, P.C. in January of 2000
Managing partner of Deschenes & Farrell, P.C.

Melissa E. Robbins has been actively involved with the legal aspects of the development, financing, and construction of real estate and affordable housing for the last nine years. During that time, Ms. Robbins has been promoting smart growth and affordable housing for developers, as well as non-profit and government agencies through the use of local zoning, M.G.L. Chapter 40B and other creative methods.

Education: Juris Doctor, New England School of Law, 2004
Bachelor Degree, Clark University, 2001

Affiliation: Member Massachusetts Real Estate Bar Association
Member New England Builders Association

Employment: Admitted to the Massachusetts Bar Association in 2004
Joined Deschenes & Farrell, P.C. in August 2004, practicing in the areas of land use, environmental law, real estate development and conveyancing, business law. Named partner of Deschenes & Farrell, P.C. in (month) of (year)
As partners at Deschenes & Farrell, P.C., Mr. Deschenes and Ms. Robbins oversee a team of lawyers and administrators in land use development, representing developers, as well as affordable housing advocates, in towns including Clinton, Concord, Dracut, Dunstable, Groton, Hopedale, Lancaster, Littleton, Pepperell, Townsend, Tyngsboro and Westford.

PROJECTS

Townhouse Style Condominiums:

Tadmuck II
Developers/Permitting Attorneys for a 41 unit condominium located at 124 Main Street in Westford. The total number of bedrooms in the Development is limited to seventy-four. The sale of up to seven (7) of the Affordable Units shall be given to persons or families who are either live or work in Westford. A minimum of 25% of the units will be made affordable to families whose income is at or below 80% of the median household income for the State, as determined by DHCD.

Southgate
Developers/Permitting Attorneys for a condominium complex located at S. Chelmsford Road in Westford. It is to construct forty-two two-bedroom townhouse style homeownership units in fourteen buildings.

Single Family Homes:

Cottages in the Woods
Developers/Permitting Attorneys for a 20 unit development located off Boston Road in Westford. It will include ten three bedroom homes and ten two bedroom homes. A minimum of 25% of the units will be made affordable to families whose income is at or below 80% of the median household income for the State, as determined by DHCD.

Townhouse Style & Single Family:

Graniteville Woods
Developers/Permitting Attorneys for a 168 unit development located at N. Main Street and Cowdry Hill in Westford. It is to develop two bedroom townhouse style units in 42 buildings containing between three and six units, as well as to rehabilitate an existing duplex home located at 77-79 North Main Street which contains two three bedroom units. It is proposed that fifty-two of the units will be sold in accordance with the affordable pricing guidelines.
Section 6.2
DEVELOPER/APPLICANT QUALIFICATIONS

1. Prior Development Experience – Please list the past development experience for each of the development team members on chart below. In addition, please identify any other 40B projects (whether with MassHousing or any other subsidizing agency) in which the applicant or a related party has or had an interest and, for each such project, state whether the construction has been completed and whether cost certification has been submitted (use additional sheets as necessary).

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<td>Justin McCarthy</td>
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<td>Phone Number:</td>
<td>978-441-6422</td>
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</table>

2. Applicant's Ownership Entity Information and Certification – Please identify the applicant's proposed ownership entity, as well as the Managing Entities, Principals and Controlling Entities of each and certify the compliance and good standing of each with state law and affordable housing programs. Note: For the purposes hereof, "Managing Entities" include general partners of limited partnerships, managing general partners of limited liability partnerships, managers of limited liability companies, directors and officers of corporations, trustees of trusts, and other similar entities, which have the power to manage and control the activities of the applicant and/or proposed ownership entity. "Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies etc.) who shall have the right to:

(i) approve the terms and conditions of any proposed purchase, sale or mortgage;
(ii) approve the appointment of a property manager; and/or
(iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.
Section 6.3
Certification and Acknowledgment

I hereby certify on behalf of the Applicant, under pains and penalties of perjury, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a “Yes”. Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ✓

* Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ✓

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ✓

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ✓

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ___ No ✓

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ✓

** Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ✓

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ✓

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for (a) completing this application and (b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations or profits and distributions, all as found at 780 CMR 56.044(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

* Although there is no active litigation, the Applicant has received notice of a potential claim for a slip and fall for the entity of SE Properties, LLC.

** The Applicant is current on all obligations. Please note, however, that three of the Applicant's other unrelated entities are in active construction of 40B Projects, therefore, cost certifications for those developments are not complete, but will be submitted and reviewed as required by MassHousing.
I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: ____________________________

Name: Walter Eriksen

Title: Manager

Date: ____________________________
Section 6.4
April 22, 2019

Michael Busby
40B Project Coordinator
Massachusetts Housing Finance Agency
1 Beacon Street, 4th Floor
Boston, MA 02108

Dear Michael:

This office represents Walter K. Eriksen (the “Applicant”) regarding its application for a Comprehensive Permit Site Approval Application pursuant to M.G.L. c. 40B. MassHousing has requested, as part of its application process, that the Applicant provide a list of all “Affiliates of Applicant and its Managing Entities.” MassHousing has suggested to us that this list should include any and all entities in which Walter K. Eriksen the Applicant, is involved in as a shareholder, officer, director, manager and/or member.

As a preliminary matter, we do not agree that the application request should be interpreted so broadly. Each entity included within Exhibit A attached hereto is a separate and distinct entity that is neither controlled by the Applicant Entity, nor is the Applicant Entity controlled by any of the listed entities. Furthermore, none of the entities listed are a “subsidiary, parent or sibling corporation” of the Applicant Entity. See Black’s Law Dictionary 67 (9th ed. 2009). It is well established in Massachusetts that

A corporation is an ideal body, subsisting only in contemplation of law, which may be composed of members constantly changing, which is deemed, for useful purposes, to have an existence independently of that of the members of which it is composed, to be capable of perpetual succession, and of acquiring, holding and conveying property. (Emphasis added).

Pratt v. Bacon, 27 Mass. 123 (1830). This notion has been expanded over the years such that “the corporation is treated as a person separate and apart from its stockholders, officers and directors and second, the acts of the corporation are not attributed to the officers, directors employees and/or stockholders.” 13 Mass. Practice, Business Corporations § 28:1 (2014). Furthermore, Massachusetts General Laws c. 156D Section 6.22(b) states that “[u]nless otherwise provided in the articles of organization, a shareholder of a corporation shall not be personally liable for the acts or debts of the corporation except that he may become personally liable by reason of his own acts or conduct.” Because each corporate entity is intended to be
treated as a separate person, distinct from its shareholders, officers, directors and employees and further because shareholders, officers, directors and employees cannot, except in special circumstances, be held liable for acts or debts of a corporation, the fact that Walter K. Eriksen is a shareholder, officer, director, member and/or manager of numerous corporate entities does not mean that these entities are in anyway relevant to the Applicant’s application for a Comprehensive Permit at Byfield Estates, Newbury, MA. Similarly, the actions of the listed entities may not be attributed to the Applicant Entity simply because they may share a similar officer/manager. Accordingly, while we provide the attached list per the request of MassHousing, we would at the same time suggest that the list provided should not have any relevance to the Applicant Entity’s application pending before MassHousing. Thank you in advance for your time and consideration.

Sincerely,
Deschenes & Farrell, PC

[Signature]
Melissa E. Robbins

MER/tmg

Attachment

Patricia/Affordable Housing/Eriksen Newbury 40B
Exhibit A
The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization
(General Laws, Chapter 156C)

Identification Number: 001376785

1. The exact name of the limited liability company is: CRICKET LANE, LLC

2a. Location of its principal office:
No. and Street: 92 MIDDLESEX ROAD
UNIT 2
City or Town: TYNGSBORO State: MA Zip: 01879 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 52 MIDDLESEX ROAD
UNIT 2
City or Town: TYNGSBORO State: MA Zip: 01879 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ENGAGE IN INVESTMENT IN N. AND OWNERSHIP AND DEVELOPMENT OF, REAL ESTATE AND INTERESTS THEREIN, INCLUDI NG BUYING, ACQUIRING, OWNING, OPERATING, SELLING, FINANCING, REFINANCING, DISPOSING OF AND OTHERWISE DEALING WITH INTERESTS IN REAL ESTATE, DIRECTLY OR INDIRECTLY OR THROUGH JOINT VENTURES, PARTNERSHIPS OR OTHER ENTITIES; AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED TO INCIDENTAL THERE TO INCLUDING ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZ ED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY EN GAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: SCOTT J. ERIKSEN, ESQ.
No. and Street: 6 LIBERTY WAY
SUITE 201
City or Town: WESTFORD State: MA Zip: 01886 Country: USA

I, SCOTT J. ERIKSEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(no PO Box)</td>
</tr>
<tr>
<td></td>
<td>First, Middle, Last, Suffix</td>
<td>Address, City or Town, State, Zip Code</td>
</tr>
</tbody>
</table>

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>First, Middle, Last, Suffix</td>
<td>Address, City or Town, State, Zip Code</td>
</tr>
</tbody>
</table>

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL PROPERTY</td>
<td>WALTER K. ERIKSEN</td>
<td>92 MIDDLESEX ROAD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TYNGSBORO, MA 01679 USA</td>
</tr>
</tbody>
</table>

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of April, 2019,
WALTER K. ERIKSEN
(The certificate must be signed by the person forming the LLC.)
THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 02, 2019 03:31 PM

[Signature]

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
## Corporations Division

### Business Entity results

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<tr>
<th>Name</th>
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<th>Old ID No.</th>
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Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Byfield Estates

Notice
Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing:

Date copy of complete application sent to chief elected office of municipality:

Date notice of application sent to DHCD:

Fees (all fees should be submitted to MassHousing)
MassHousing Application Processing Fee ($2500) Payable to MassHousing: 2500

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership:
  a. Base Fee:
     (Limited Dividend Sponsor $2500, Non-Profit or Public Agency Sponsor $1,000) 2500
  b. Unit Fee:
     (Limited Dividend Sponsor $50 per unit, Non-Profit or Public Agency Sponsor $30 per unit) 1200

Land Appraisal Cost
You will be required to pay for an "as-is" market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.
Required Attachments Relating to Section 7

7.1 Narrative describing any prior correspondence and/or meetings with municipal officials

7.2 Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the Chief Elected Official of Municipality (may be submitted after the application is submitted to MassHousing)

7.3 Copy of notice of application sent to DIICD

7.4 Check made out to MassHousing for Processing Fee ($2500)

7.5 Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee

7.6 W-9 (Taxpayer Identification Number)
Section 7.1
April 20, 2019

Tracy Blais, Town Administrator
Town Hall
12 Kent Way
Byfield, MA 01922

RE: Byfield Estates Newbury Ma

To Whom It May Concern:

I am writing to provide notification that we have submitted a project eligibility application to MassHousing for the development of 24 home ownership units to be developed under MGL Chapter 40B and the MassHousing Housing Starts program. The subject property consists of approximately 16 acres of land located off 55 Pearson Drive in Newbury, Ma and is called Byfield Estates.

We have the property under contract from the previous owner, who, as you know, started the process with MassHousing and the site approval was rescinded.

We are currently working on a 28 unit comprehensive permit development in Westford Ma, and have constructed three other affordable homeownership developments. We look forward to working with you community.

Please don't hesitate to contact me if you need any additional information. My cell number is 508-509-5220.

Sincerely,

Walter Eriksen, Manager
Cricket Lane Development LLC
Section 7.2
Newbury Board of Selectmen
Newbury Town Hall
12 Kent Way
Byfield, MA 01922

RE: Cricket Lane, LLC – 40B Housing Project
Byfield Estates, Newbury, MA

Dear Members of the Board:

Deschenes & Farrell, PC is representing Cricket Lane, LLC for the purpose of developing a twenty-four (24) unit development at 55 Rear Pearson Drive in Newbury, MA. In accordance with Section 31.01(2)c of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to formally notify the Town of Newbury that a request for a site approval letter has been made by Cricket Lane, LLC under MassHousing’s New England Fund Program for this development. I have enclosed for your review a copy of the same Site Eligibility Application that was submitted to MassHousing.

We look forward to discussing this project with the Town in greater detail and formally presenting this application to the Zoning Board of Appeals in the near future. We appreciate any additional comments contributed by municipal officials as we move forward in this process.

Sincerely,
Deschenes & Farrell, PC

Melissa E. Robbins

MER/tmg
Section 7.3
April 20, 2019

Department of Housing and Community Development
100 Cambridge Street
Suite 300
Boston, MA 02114

RE: Byfield Estates Newbury Ma

To Whom It May Concern:

I am writing to provide notification that we have submitted a project eligibility application to MassHousing for the development of 24 home ownership units to be developed under MGL Chapter 40B and the MassHousing Housing Starts program. The subject property consists of approximately 16 acres of land located off 55 Pearson Drive in Newbury, MA.

Please don’t hesitate to contact me if you need any additional information.

Sincerely,

Walter Eriksen, Manager
Cricket Lane Development LLC
Section 7.4
Pay to the Order of Mass Housing

$2500.00

Date 7-2-19

Dollars

Bank America's Most Convenient Bank®

For

0673
Section 7.5
WALTER K ERIKSEN JR
282 WESTFORD RD
TYNGSBORO, MA 01879-2516

Pay to the Order of Mary Housing Partnership $3700.00

Date: 7/3/19

For: 

Bank
America's Most Convenient Bank®

Signature: [Signature]

[Signature]

0674
Section 7.6
EIN Assistant

1. Identity ✓
2. Authenticate ✓
3. Addresses ✓
4. Details ✓
5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 85-4248784

Legal Name: CRICKET LANE LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.
Application Checklist

The documentation listed below must, where applicable, accompany each application. For detailed descriptions of these required documents, please see the relevant sections of the application form.

* Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).

1. ☑ * Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by one (1) electronic copy of the completed application package
   1.1 ☑ * Location Map
   1.2 ☑ Tax Map
   1.3 ☑ * Directions to the proposed Site
2.1 ☑ * Existing Conditions Plan
2.2 ☑ Aerial Photographs
2.3 ☑ Site/Context Photographs
2.4 ☑ * Documentation Regarding Site Characteristics/Constraints
2.5 ☑ * By Right Site Plan, if applicable
3.1 ☑ * Preliminary Site Layout Plan(s)
3.2 ☑ * Graphic Representations of Project/Preliminary Architectural Plans
3.3 ☑ * Narrative Description of Design Approach
3.4 ☑ * Tabular Zoning Analysis
3.5 ☑ Sustainable Development Principles Evaluation Assessment Form
4.1 ☑ * Evidence of site control (documents and any plans referenced therein)
   N/A ☐ Land Disposition Agreement, if applicable
5.1 ☑ * NEF Lender Letter of Interest
5.2 ☑ Market Sales Comparables
5.3 ☑ Market Study, if required by MassHousing
6.1 ☑ * Development Team Qualifications
6.2 ☑ Applicant's Certification (any required additional sheets)
7.1 ☑ Narrative describing prior contact (if any) with municipal officials
7.2 ☑ * Evidence that a copy of the application package has been received by the Chief Elected Official in the municipality (may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing)
7.3 ☑ Copy of notification letter to DHCD
7.4 ☑ * $2,500 Fee payable to MassHousing (once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required)
7.5 ☑ * Technical Assistance/Mediation Fee payable to Massachusetts Housing Partnership. $3,700.00
7.6 ☑ W-9
6.3 X Applicant's Certification
6.4 X List of Applicant Entities