

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

DESCHENES & FARRELL, P.C.

Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Lorah Farrell
*Melissa E. Robbins**

**Admitted in MA and NH*

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").

Last Updated October 15, 2007

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:

<u># Housing Units in Municipality</u>	<u>Maximum # of Project Units</u>
7,500+	Greater of 300 units or 2% of total housing units
5,001 – 7,499	250 units
2,500 – 5,000	200 units
2,499 or fewer	150 units

- **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
2. 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 02108

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 nandersen@masshousing.com

For further program information, see

Home Ownership Projects: www.masshousing.com/housingstarts

Rental Projects: www.masshousing.com/rentaldevelopers



Table of Contents

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/economic/cohed/dhcd/legal/reg/760-cmr-56.html> and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

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. Eriksen, 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. Eriksen

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

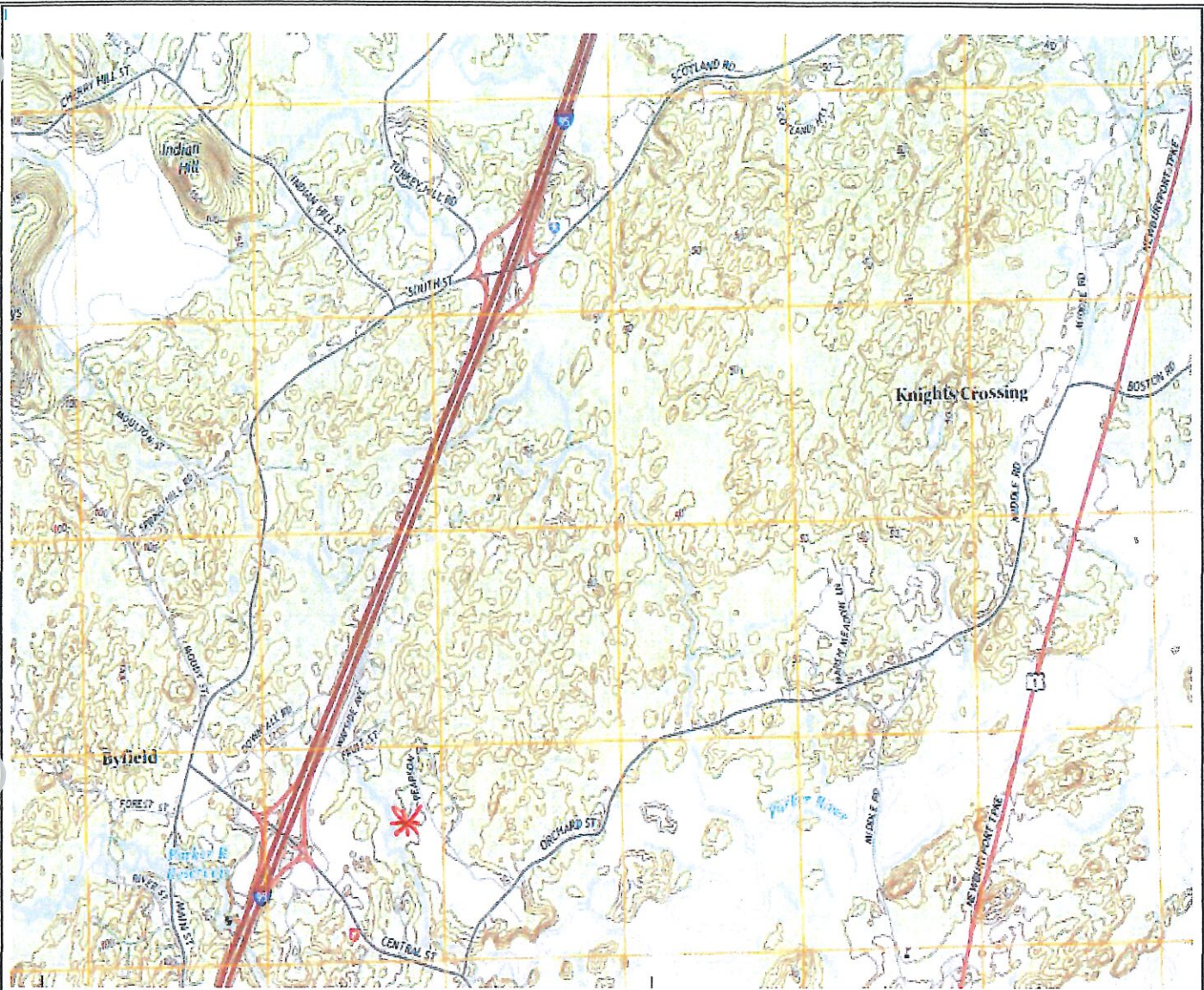
Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

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

1.1 Location Map



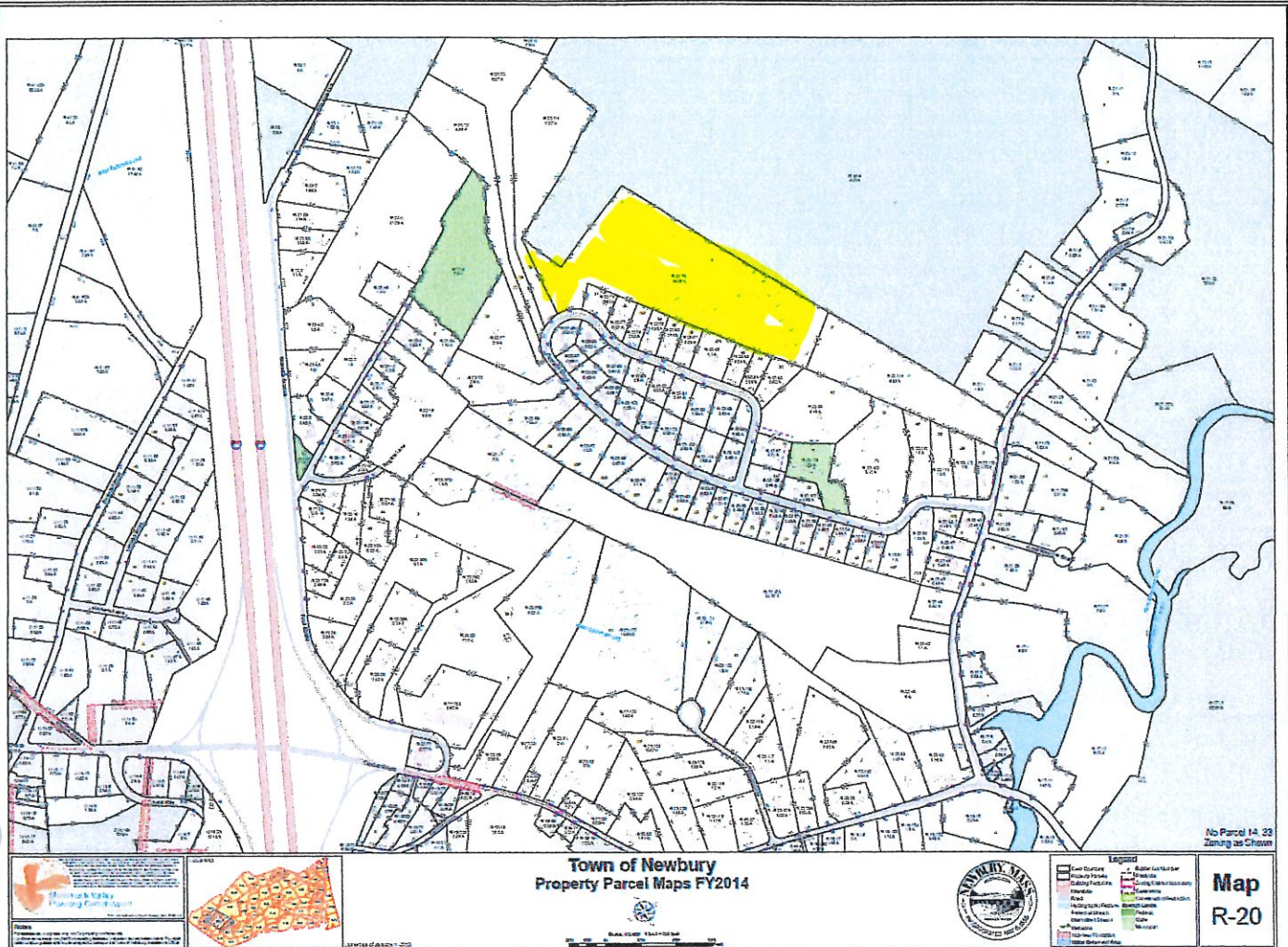
Source: USGS Topographic Map
Newburyport West Quadrangle

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

USGS Locus Map
55 Rear Pearson Drive
Newbury, MA 01922

Scale: N.T.S.
Date: March 2016

Section 1.2



Source: Town of Newbury

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

Assessors Map
 55 Rear Pearson Drive
 Newbury, MA 01922

Scale: N.T.S.
 Date: March 2016

Section 1.3

Boston

Massachusetts

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

38 min (36.7 mi)

- ↑ 1. Head north on Cambridge St toward Sudbury St
.....0.1 mi
- 2. Turn right onto Sudbury St
.....0.3 mi
- ⬆ 3. Turn left onto the Interstate 93 N ramp to Concord NH
.....1.1 mi
- ⬆ 4. Merge onto I-93 N
.....9.4 mi
- 5. Take exit 37A to merge onto I-95 N toward Peabody
.....8.3 mi
- 6. Keep right at the fork to stay on I-95 N, follow signs for Portsmouth NH
.....17.3 mi
- 7. Take exit 55 for Central St toward Byfield/Newbury
.....0.2 mi

Continue on Central St. Drive to Pearson Dr

4 min (1.5 mi)

- 8. Turn right onto Central St (signs for Newbury/S.Byfield)
.....0.7 mi
- ⬅ 9. Turn left onto Orchard St
.....0.3 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

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

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.

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	Yes	Private
Wastewater - public sewer	No	
Storm Sewer	No	Private
Water-public water	Yes	Adjacent to site
Water-private well	No	
Natural Gas	No	
Electricity	Yes	Adjacent to site
Roadway Access to Site	Yes	Access off Pearson Drive
Sidewalk Access to Site	Yes	Access off Pearson Drive
Other		

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.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	1.6 mile	No
Schools	1.8 mile	No
Government Offices	1.8 mile	No
Multi-Family Housing	2.0 mile	No
Public Safety Facilities	1.0 mile	No
Office/Industrial Uses	1.8 mile	No
Conservation Land	Adjacent	
Recreational Facilities	.8 mile	No
Houses of Worship	1.7 mile	No
Other	1.4 mile	No

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

2.1 Existing Conditions
Plan

MAP R-39 LOT 8
N/F
COMMONWEALTH OF MASSACHUSETTS
DIVISION OF FISH AND GAME

PARCEL B
ASSESSOR'S MAP R-20 LOT 75
656,984 SF±
15.08 AC±

LIMIT OF
DETAILED SURVEY
SEE SHEET V0802

BYFIELD ESTATES
BYFIELD (NEWBURY), MA 01922
ASSESSOR'S MAP R-20 LOT 75

EXISTING CONDITIONS PLAN

BYFIELD ESTATES, LLC
2 DEARBORN WAY
MIDDLETON, MA 01949

PROJECT	15-1516
DATE	2017-03-22
DRAWING SCALE	1"=40'
DRAWN BY	CPH
APPROVED BY	BCO
SHEET	3 OF 18

CS0201

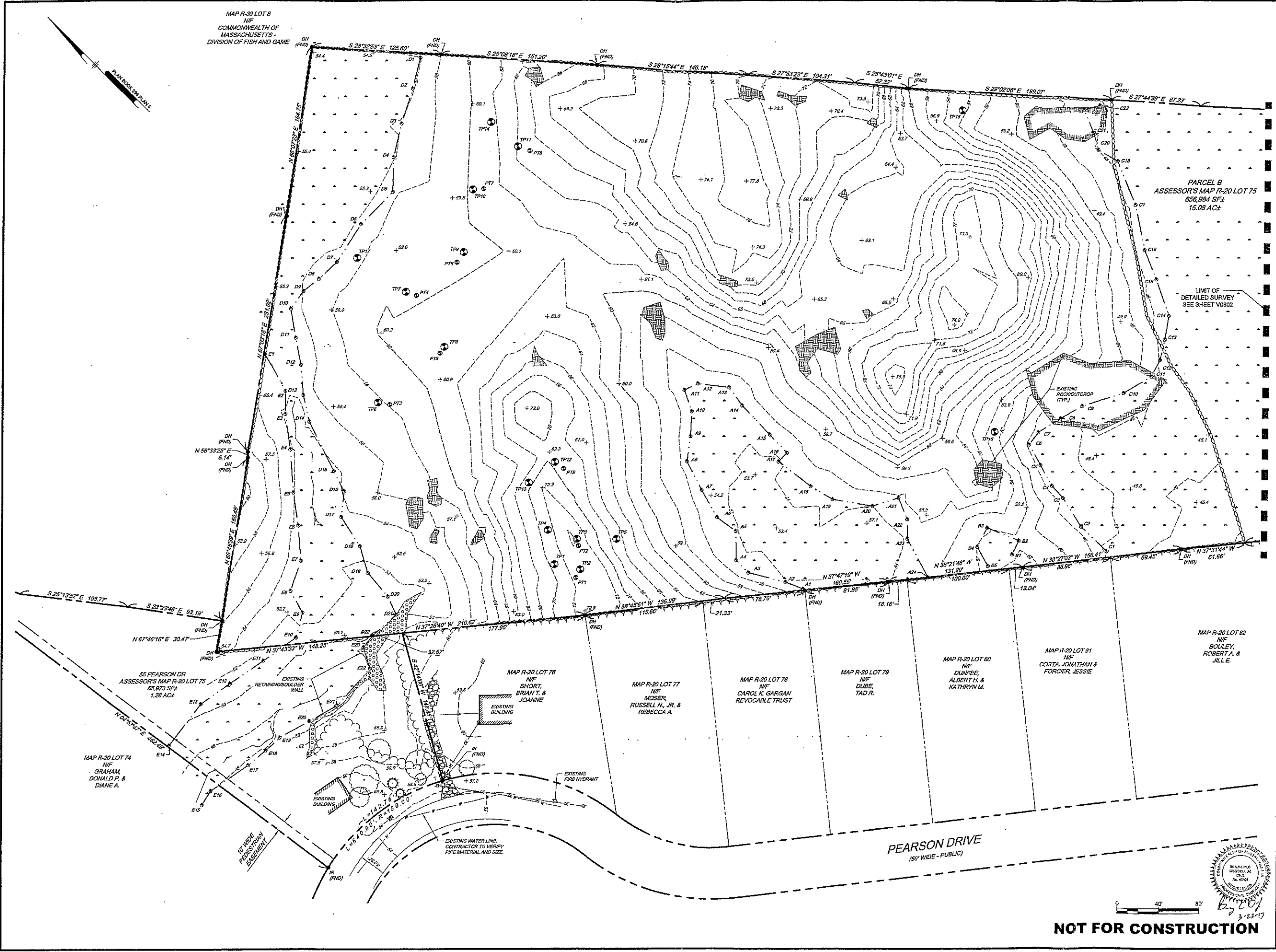
3-22-17

ALL DOCUMENTS PREPARED BY TTI ENVIRONMENTAL AND INSTRUMENTALS OF SERVICE IN RESPECT OF THE PROJECT, THEY ARE NOT INTENDED OR REPRESENTED TO BE GUARANTEED FOR USE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY USES OUTSIDE OF WRITTEN ASSOCIATION OR ADAPTATION BY TTI ENVIRONMENTAL FOR THE SPECIFIC PURPOSES INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL RESPONSIBILITY TO TTI ENVIRONMENTAL AND OTHER SHALL INDEMNIFY AND HOLD HARMLESS TTI ENVIRONMENTAL FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.



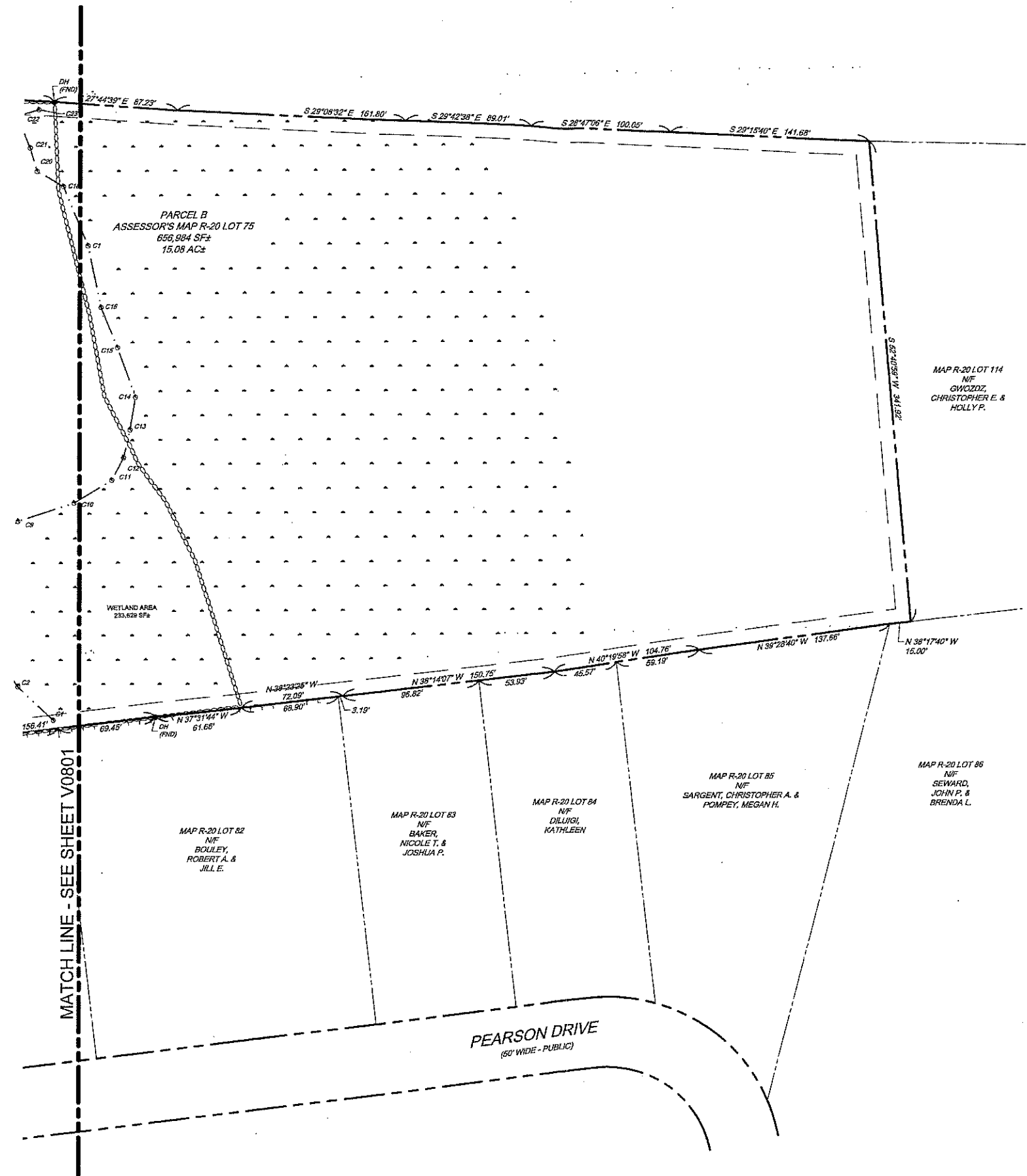
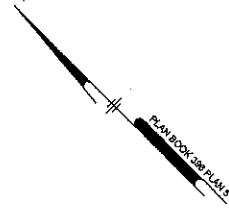
NOT FOR CONSTRUCTION

PEARSON DRIVE
(50' WIDE - PUBLIC)



TTI ENVIRONMENTAL INC.
Engineering Division
13 Branch Street, Suite 111
Methuen, MA 01844
T. 978.748.9920 F. 978.748.9920

PROJECT STATUS: PLOTTED: 2/28/17 11:41 AM BY: J. Newman, R. Short, TTI (S) BCO, B. Short



MATCH LINE - SEE SHEET V0801



NOT FOR CONSTRUCTION

TTI ENVIRONMENTAL INC.
 Engineering Division
 13 Branch Street, Suite 111
 Methuen, MA 01844
 T 978.749.9929 F 978.749.9920

BYFIELD ESTATES
 BYFIELD (NEWBURY), MA 01922
 ASSESSOR'S MAP R-20 LOT 75

ROADWAY LAYOUT AND PROPERTY LINE PLAN

BYFIELD ESTATES, LLC
 2 DEARBORN WAY
 MIDDLETON, MA 01860

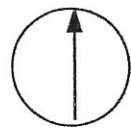
NO.	DATE	BY

ALL DOCUMENTS PREPARED BY TTI ENVIRONMENTAL ARE INDICATED BY SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OTHERS ON OTHER PROJECTS. ANY REUSE WITHOUT WRITTEN PERMISSION OR ADAPTATION BY TTI ENVIRONMENTAL FOR THE SPECIFIC PURPOSES INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL RESPONSIBILITY TO TTI ENVIRONMENTAL AND OWNERS SHALL PROSECUY AND HOLD HARMLESS TTI ENVIRONMENTAL FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT: 15-1516
 DATE: 2017-03-22
 DRAWING SCALE: 1"=40'
 DRAWN BY: CPH
 APPROVED BY: BCO

PROJECT STATUS: PLOTTED: 3/22/17 2:45 PM BY: JIM ANASTASIOU, PUBLISHED: 3/22/17 2:45 PM BY: JIM ANASTASIOU, PUBLISHED: 3/22/17 2:45 PM

Section 2.2



Source: MassGIS

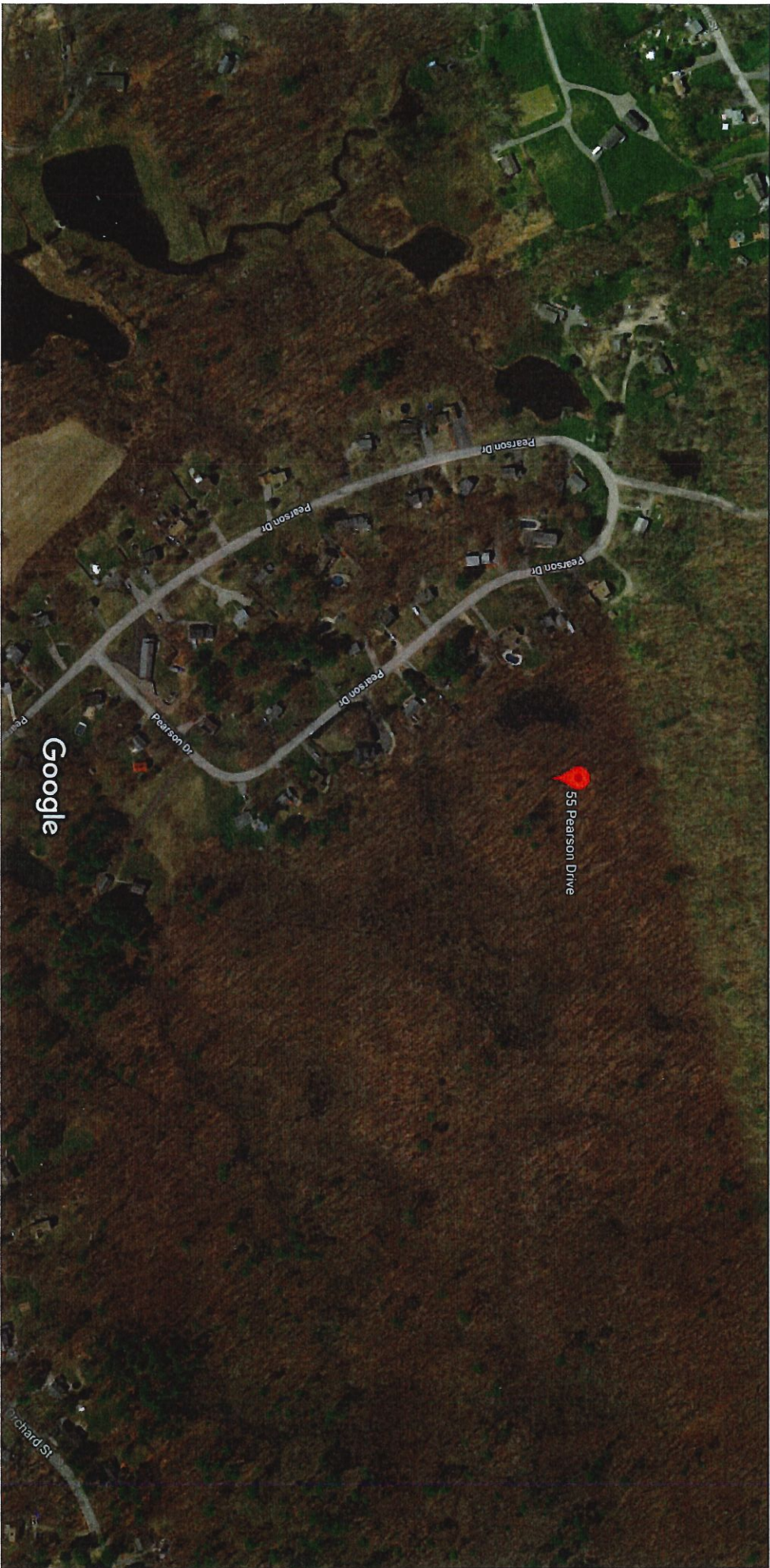
TTI Environmental, Inc.
13 Branch St, Suite 111, Methuen, MA
Civil Engineering, Land Planning and Surveying

Site Aerial
55 Rear Pearson Drive
Newbury, MA 01922

Scale: N.T.S.
Date: March 2016

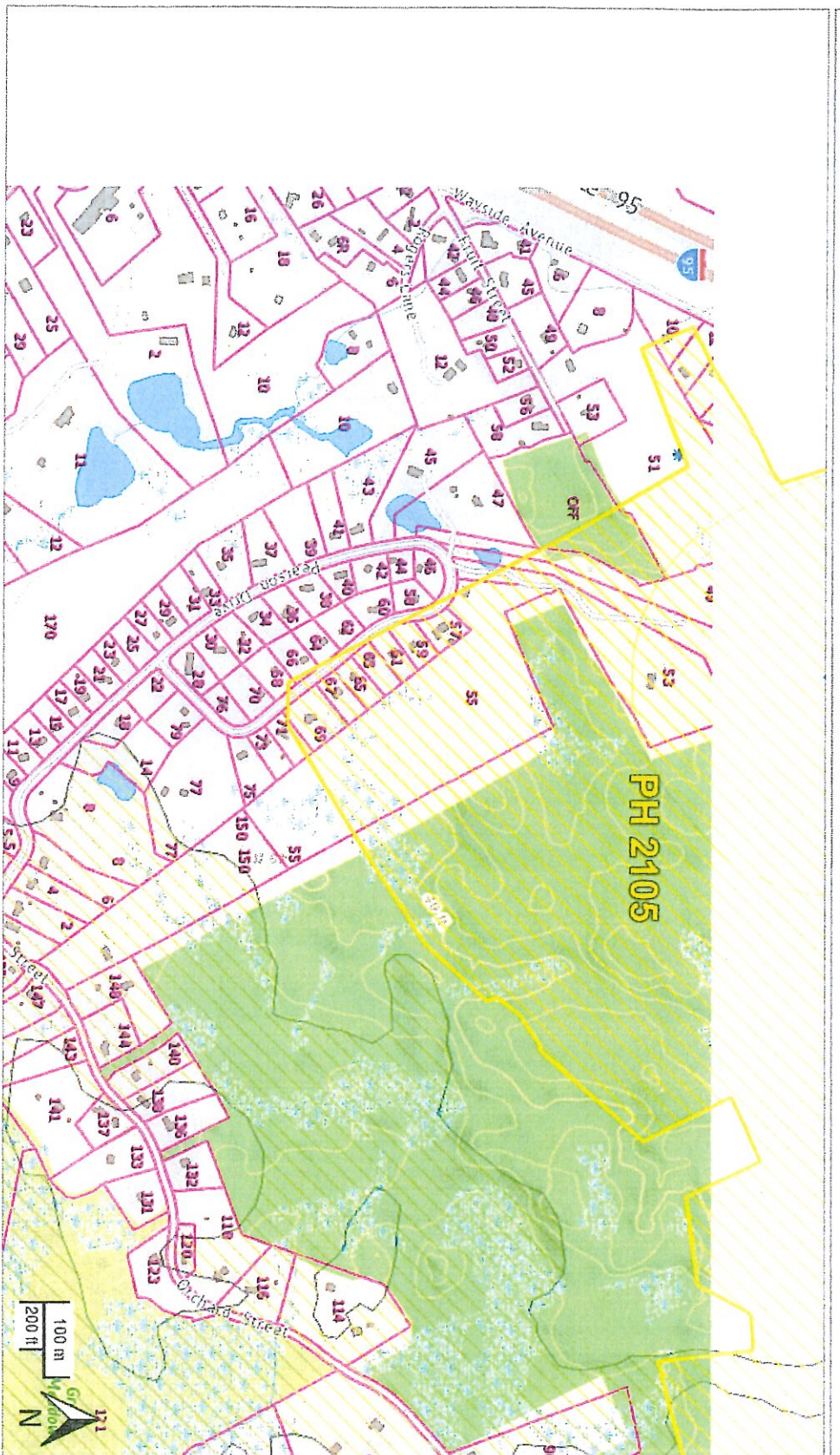
Section 2.3

Google Maps 55 Pearson Dr



Imagery ©2019 Google, Map data ©2019 Google 200 ft

Section 2.4



NHESP Priority Habitats of Rare Species

NHESP Estimated Habitats of Rare Wildlife

NHESP Certified Vernal Pools

Areas of Critical Environmental Concern ACECs

Tax Parcels for Query

Detailed Features

Tax Parcels for Display

Structures

MassGIS Statewide Basemap
MassGIS Topographic Features Basemap

Section 2.5

© 2011 Pearson Education, Inc.

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: 0.00

Number of 80% AMI Affordable Units: 6.00

Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0.00	0.00	0.00	6.00	0.00
Number of Bathrooms	0.00	0.00	0.00	1.50	0.00
Square Feet/Unit	0.00	0.00	0.00	2,500.00	0.00

Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units	0.00	0.00	0.00	12.00	6.00
Number of Bathrooms	0.00	0.00	0.00	2.50	2.50
Square Feet/Unit	0.00	0.00	0.00	2,500.00	2,700.00

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

Building Type and Style <i>(single family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Single Family detached	Construction	2.00	35	2500	18.00
Single Family detached 4 BR	Construction	2.00	35	2700	6.00

Non-Residential Building Information

Building Type and Style	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

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).

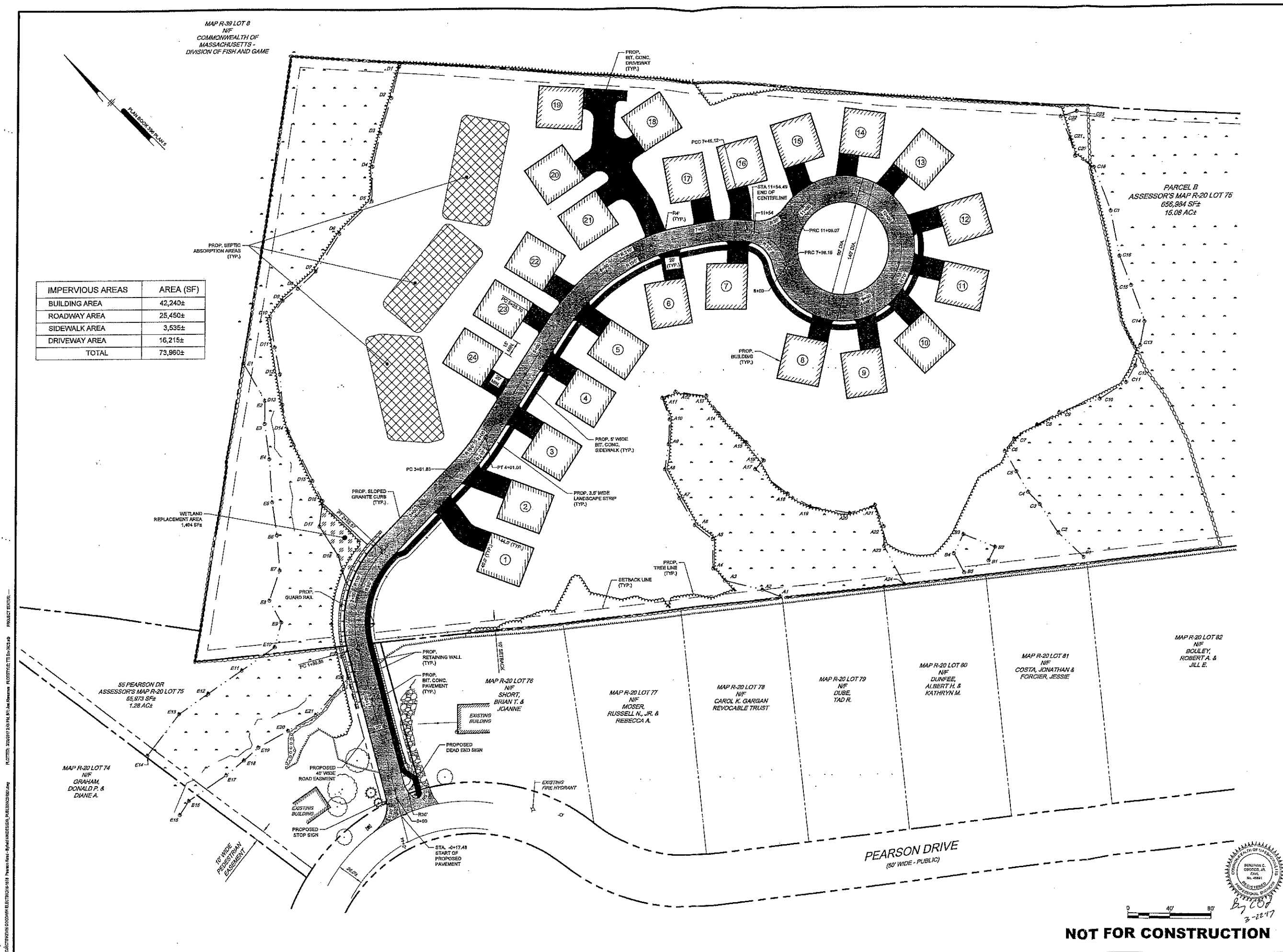
3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*

Section 3.1

3.1 Site Plan

MAP R-39 LOT 8
NF
COMMONWEALTH OF
MASSACHUSETTS -
DIVISION OF FISH AND GAME

IMPERVIOUS AREAS	AREA (SF)
BUILDING AREA	42,240±
ROADWAY AREA	25,450±
SIDEWALK AREA	3,535±
DRIVEWAY AREA	16,215±
TOTAL	73,960±



TTI ENVIRONMENTAL INC.
Engineering Division
13 Branch Street, Suite 111
Methuen, MA 01844
T 978.749.9925 F 978.749.9920

BYFIELD ESTATES
BYFIELD (NEWBURY), MA 01922
ASSESSOR'S MAP R-20 LOT 76

BYFIELD ESTATES, LLC
2 DEARBORN WAY
MIDDLETON, MA 01849

LAYOUT AND MATERIALS PLAN

NO.	DATE	BY

ALL DOCUMENTS PREPARED BY TTI ENVIRONMENTAL INC. ARE THE PROPERTY OF TTI ENVIRONMENTAL INC. AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF TTI ENVIRONMENTAL INC. THE USER OF THESE DOCUMENTS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. TTI ENVIRONMENTAL INC. SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	15-1516
DATE	2017-03-22
DRAWING SCALE	1"=40'
DRAWN BY	JRA
APPROVED BY	BCO

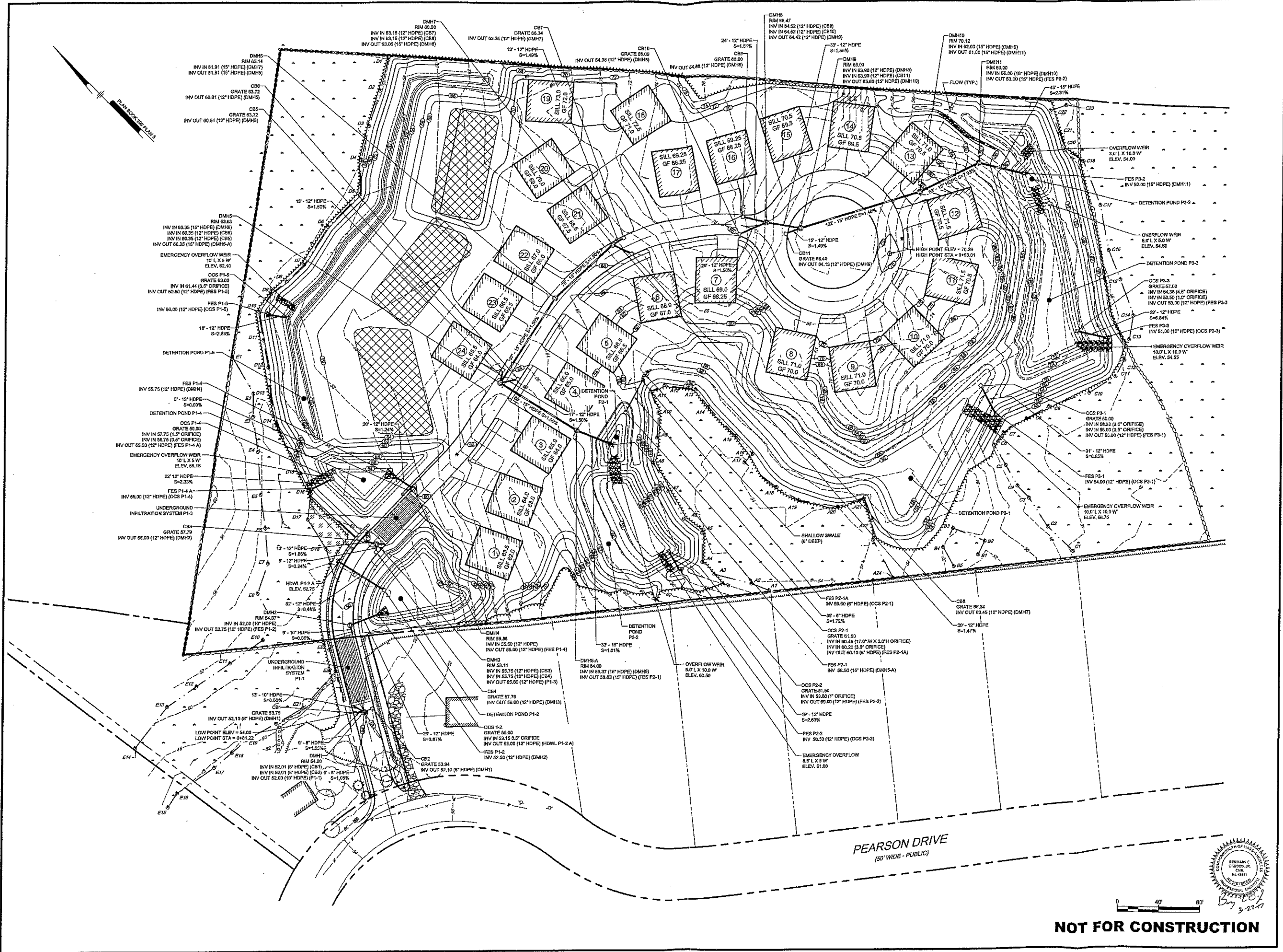
CS1001
SHEET 6 OF 18

NOT FOR CONSTRUCTION



3-22-17

PROJECT STATUS: PLATTED: 2020/11/24 10:14 AM BY: JRA/BCO/TTI ENVIRONMENTAL INC. PROJECT NO: 15-1516



BYFIELD ESTATES

 BYFIELD (NEWBURY), MA

 ASSESSOR'S MAP R-20 LOT 75

GRADING AND DRAINAGE PLAN

 BYFIELD ESTATES, LLC

 2 DEARBORN WAY

 MIDDLETON, MA 01949

DATE	NO.	REVISIONS	BY

ALL DOCUMENTS PREPARED BY TTI ENVIRONMENTAL AND INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THESE ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OTHER OR OTHERS ON THE EXTENSION OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY TTI ENVIRONMENTAL FOR THE SPECIFIC PURPOSES AND ENDS SHALL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL RESPONSIBILITY TO TTI ENVIRONMENTAL AND OWNERS SHALL INDEMNIFY AND HOLD HARMLESS TTI ENVIRONMENTAL FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.


PROJECT: 15-1516

 DATE: 2017-03-22

 DRAWING SCALE: 1"=40'

 DRAWN BY: JRA

 APPROVED BY: BCO



 BCD 3-22-17

NOT FOR CONSTRUCTION

CS1501

 SHEET 7 OF 18

40B COMPREHENSIVE PERMIT BYFIELD ESTATES

BYFIELD, MA

DATE: MARCH 22, 2017

REV: MARCH 01, 2018

PREPARED FOR:

OWNER/DEVELOPER

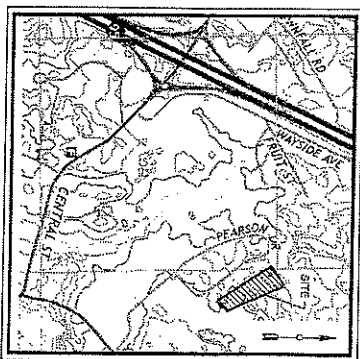
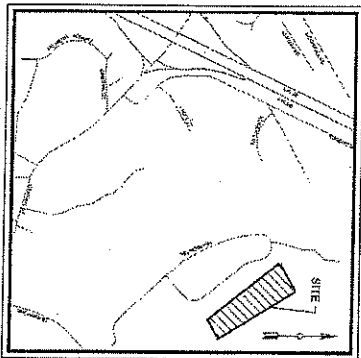
BYFIELD ESTATES, LLC

2 DEARBORN WAY

MIDDLETON, MA 01949

INDEX OF DRAWINGS

SHEET NO.	DWG NO.	DRAWING TITLE
1	CS0001	COVER SHEET
2	CS0002	LEGEND, NOTES AND ABBREVIATIONS
3	CS0201	EXISTING CONDITIONS PLAN
4	V0801	ROADWAY LAYOUT AND PROPERTY LINE PLAN
5	V0802	ROADWAY LAYOUT AND PROPERTY LINE PLAN
6	CS1001	LAYOUT AND MATERIALS PLAN
7	CS1501	GRAVING AND DRAINAGE PLAN
8	CS1701	UTILITY PLAN
9	CS3501	ROAD PROFILE
10	CS8001	SITE DETAILS
11	CS5021	DRAINAGE DETAILS
12	CS6022	DRAINAGE DETAILS
13	CS8023	DRAINAGE DETAILS
14	CS6031	WETLAND DETAILS
15	CS6051	UTILITY DETAILS
16	CS8901	EROSION AND SEDIMENTATION CONTROL PLAN
17	CS8901	EROSION AND SEDIMENTATION CONTROL NOTES



THE SEAL RECORDS AGENCY, INC. is a registered professional seal provider for the State of Massachusetts. It is not responsible for the accuracy of the information provided on this seal. For more information, please contact us at 1-800-368-7233 or www.seal.com.



**RANGER
ENGINEERING &
DESIGN, LLC**

13 Branch Street, Suite 101
Methuen, MA 01844
T 978.435.1324

PREPARED BY:
RANGER ENGINEERING & DESIGN, LLC

NOT FOR CONSTRUCTION

RANGER ENGINEERING &
DESIGN, LLC
13 BRANCH STREET, SUITE 101
METHUEN, MA 01844
T 978.435.1324



BYFIELD ESTATES
BYFIELD ESTATES, LLC
2 DEARBORN WAY
MIDDLETON, MA 01949

NO.	DATE	DESCRIPTION	BY
1	03/22/17	ISSUED FOR PERMIT	CS
2	03/22/17	ISSUED FOR PERMIT	CS
3	03/22/17	ISSUED FOR PERMIT	CS
4	03/22/17	ISSUED FOR PERMIT	CS
5	03/22/17	ISSUED FOR PERMIT	CS
6	03/22/17	ISSUED FOR PERMIT	CS
7	03/22/17	ISSUED FOR PERMIT	CS
8	03/22/17	ISSUED FOR PERMIT	CS
9	03/22/17	ISSUED FOR PERMIT	CS
10	03/22/17	ISSUED FOR PERMIT	CS
11	03/22/17	ISSUED FOR PERMIT	CS
12	03/22/17	ISSUED FOR PERMIT	CS
13	03/22/17	ISSUED FOR PERMIT	CS
14	03/22/17	ISSUED FOR PERMIT	CS
15	03/22/17	ISSUED FOR PERMIT	CS
16	03/22/17	ISSUED FOR PERMIT	CS
17	03/22/17	ISSUED FOR PERMIT	CS

PROJECT: 15-1816
DATE: 03/22/17
DRAWN BY: CS
CHECKED BY: CS
DATE: 03/22/17
SCALE: AS SHOWN
SHEET: 1 OF 17
CS0001

ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
AD	APPROXIMATE	
AS	AS SHOWN	
CA	CORNER	
CC	CONCRETE	
CD	CONCRETE DETAIL	
CE	CONCRETE ELEMENT	
CF	CONCRETE FINISH	
CG	CONCRETE GROUT	
CH	CONCRETE HATCH	
CI	CONCRETE IN PLACE	
CJ	CONCRETE JOINT	
CK	CONCRETE KEY	
CL	CONCRETE LIFT	
CM	CONCRETE MIX	
CO	CONCRETE CURE	
CP	CONCRETE PROTECT	
CQ	CONCRETE QUOTE	
CR	CONCRETE REPAIR	
CS	CONCRETE SURFACE	
CT	CONCRETE TYPICAL	
CU	CONCRETE UNDER	
CV	CONCRETE VENEER	
CW	CONCRETE WALL	
CX	CONCRETE X-RAY	
CY	CONCRETE YIELD	
CZ	CONCRETE ZONE	

GENERAL NOTES

1. EXISTING CONDITIONS INFORMATION
 - a. REFER TO PLAN
 - b. THE LOCATION OF EXISTING FOUNDATION SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN. THE EXISTING FOUNDATION SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - c. EXISTING FOUNDATION SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - d. EXISTING FOUNDATION SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - e. EXISTING FOUNDATION SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - f. EXISTING FOUNDATION SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
2. MATERIALS
 - a. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - b. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - c. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - d. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - e. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - f. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
3. FINISHES
 - a. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - b. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - c. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - d. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - e. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - f. ALL CONCRETE SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
4. DIMENSIONS
 - a. ALL DIMENSIONS SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - b. ALL DIMENSIONS SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - c. ALL DIMENSIONS SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - d. ALL DIMENSIONS SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - e. ALL DIMENSIONS SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - f. ALL DIMENSIONS SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
5. NOTES
 - a. ALL NOTES SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - b. ALL NOTES SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - c. ALL NOTES SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - d. ALL NOTES SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - e. ALL NOTES SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.
 - f. ALL NOTES SHALL BE SHOWN BY THE EXISTING FOUNDATION SYMBOLS AS SHOWN ON THE EXISTING FOUNDATION PLAN.

LEGEND

EXISTING	PROPOSED

BYFIELD ESTATES
 12 EIGHTH AVENUE, SUITE 200
 BOSTON, MASSACHUSETTS 02111
 TEL: 617-552-1234
 FAX: 617-552-1234
 WWW.BYFIELD-ESTATES.COM

LEGEND, NOTES AND ABBREVIATIONS

BYFIELD ESTATES, LLC
 12 EIGHTH AVENUE, SUITE 200
 BOSTON, MASSACHUSETTS 02111
 TEL: 617-552-1234
 FAX: 617-552-1234
 WWW.BYFIELD-ESTATES.COM

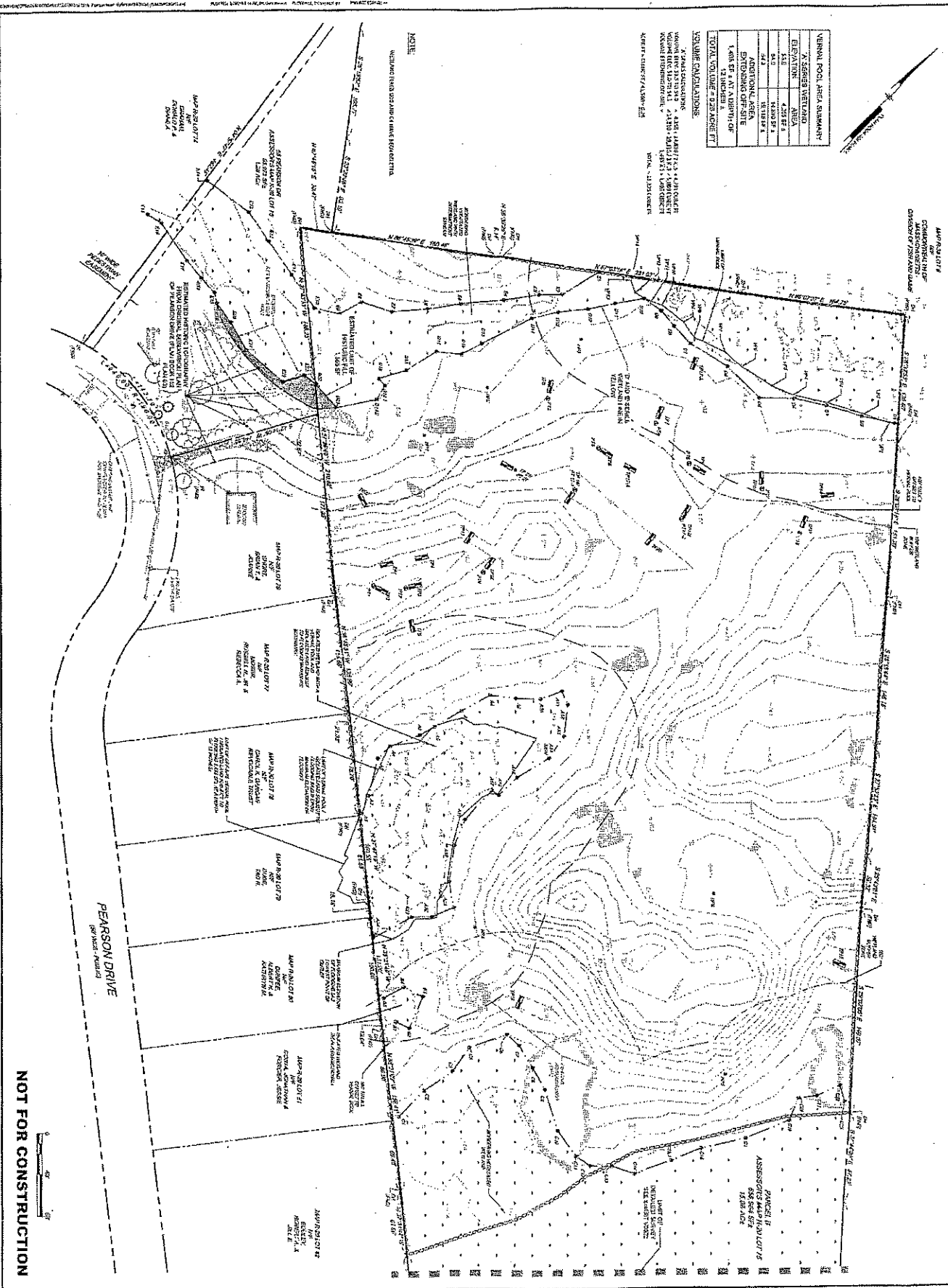
RANGER ENGINEERING & DESIGN, LLC
 13 BROAD STREET, SUITE 200
 BOSTON, MASSACHUSETTS 02111
 TEL: 617-552-1234
 FAX: 617-552-1234
 WWW.RANGER-ENGINEERING.COM

CS0002
 SHEET 2 OF 17

NOT FOR CONSTRUCTION

VERTICAL POOL AREA SUMMARY	
AREA	4,338 SF
ELEVATION	4,338 SF
PERCENT	100%
TOTAL VOLUME	22,240 CU YD

NOTE:
 VERTICAL POOL DESIGN OF THIS PROJECT
 WAS PREPARED BY THE ENGINEER
 AND IS SUBJECT TO THE APPROVAL
 OF THE STATE OF MASSACHUSETTS
 DEPARTMENT OF ENVIRONMENTAL
 AFFAIRS.

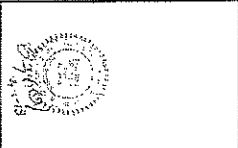


NOT FOR CONSTRUCTION

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11-15-11	JL	JL
2	REVISED PER PLAN NO. 11-15-11	11-15-11	JL	JL
3	REVISED PER PLAN NO. 11-15-11	11-15-11	JL	JL

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11-15-11	JL	JL
2	REVISED PER PLAN NO. 11-15-11	11-15-11	JL	JL
3	REVISED PER PLAN NO. 11-15-11	11-15-11	JL	JL

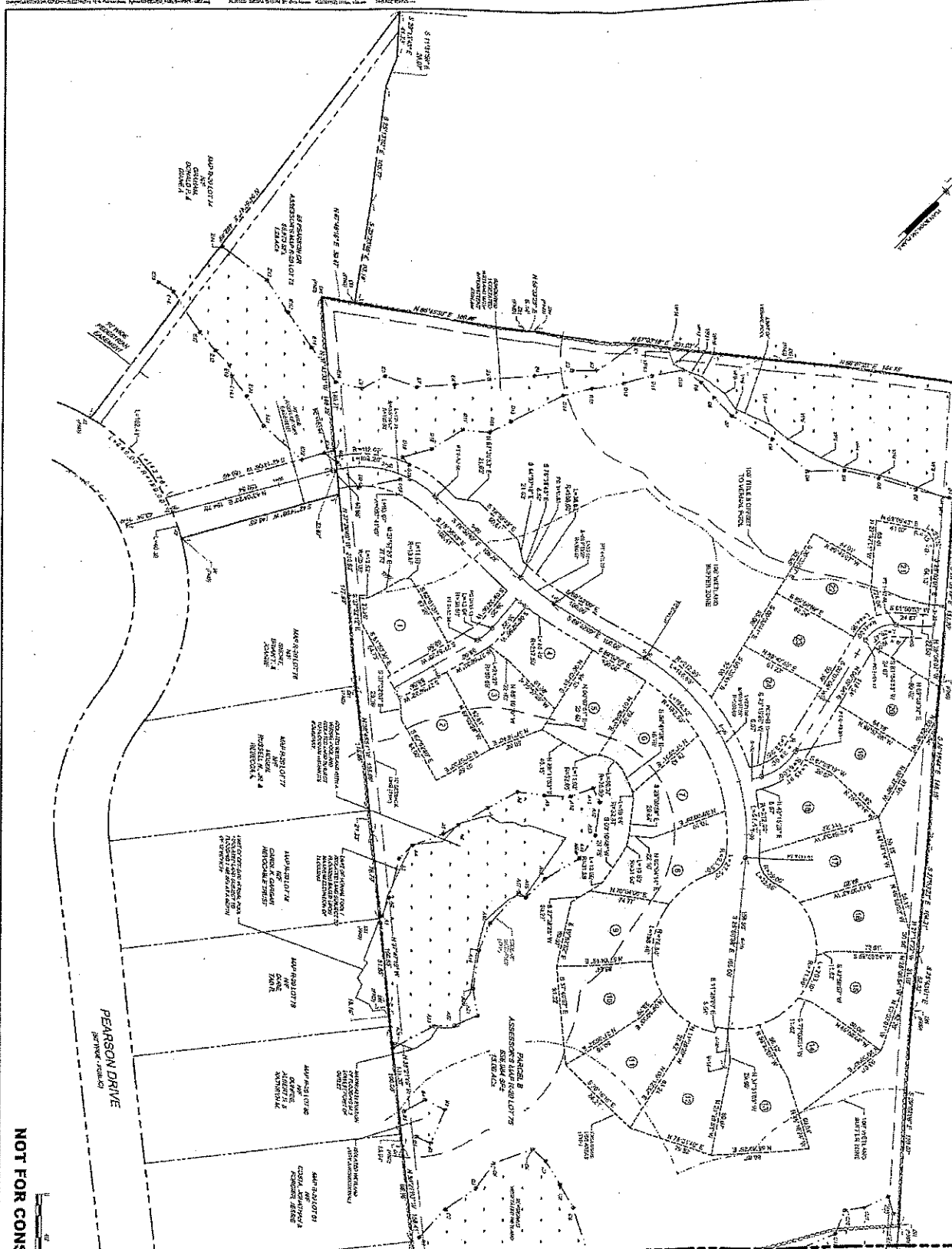
BYFIELD ESTATES
 BYFIELD (NEENSBURY), MASSACHUSETTS
 ASSASSIN'S WAY AND HAYSTACK DRIVE
EXISTING CONDITIONS PLAN
 BYFIELD ESTATES, LLC
 2 DEARBORN WAY
 WASHINGTON, MA 01884



RANGER ENGINEERING & DESIGN, LLC
 13 Industrial Street, Suite 101
 Littleton, MA 01460
 T 978.253.1024

CS0201
 SHEET 3 OF 11

448-4491013
 COMMERCIAL DISTRICT
 ALABAMA STATE UNIVERSITY
 DIVISION OF COMMUNITY PLANNING

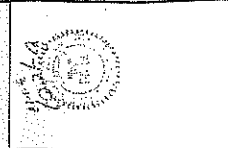


NOT FOR CONSTRUCTION

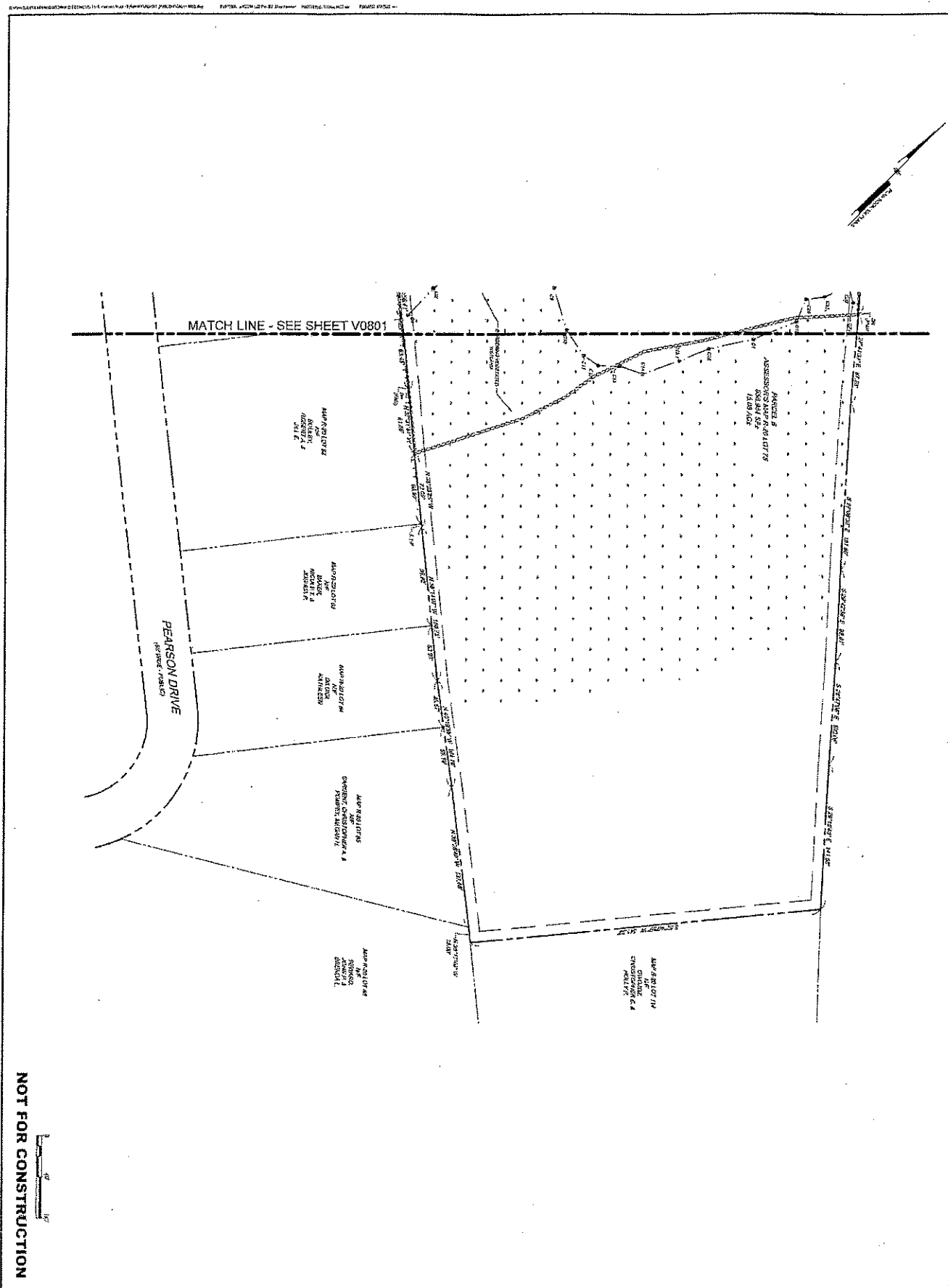
V0801
 SHEET 4 OF 17

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGNED	12-19-15		
2	DRAWN	12-19-15		
3	CHECKED	12-19-15		
4	APPROVED	12-19-15		
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

BYFIELD ESTATES
 2412 1/2 E. UNIVERSITY BLVD.
 TALLAHASSEE, FL 32310
ROADWAY LAYOUT AND PROPERTY LINE PLAN
 BYFIELD ESTATES, LLC
 1500 N. UNIVERSITY BLVD.
 TALLAHASSEE, FL 32310



PAASGER ENGINEERING & ARCHITECTURE, LLC
 13 BERRY BLVD., SUITE 100
 TALLAHASSEE, FL 32310
 T 904.843.1223



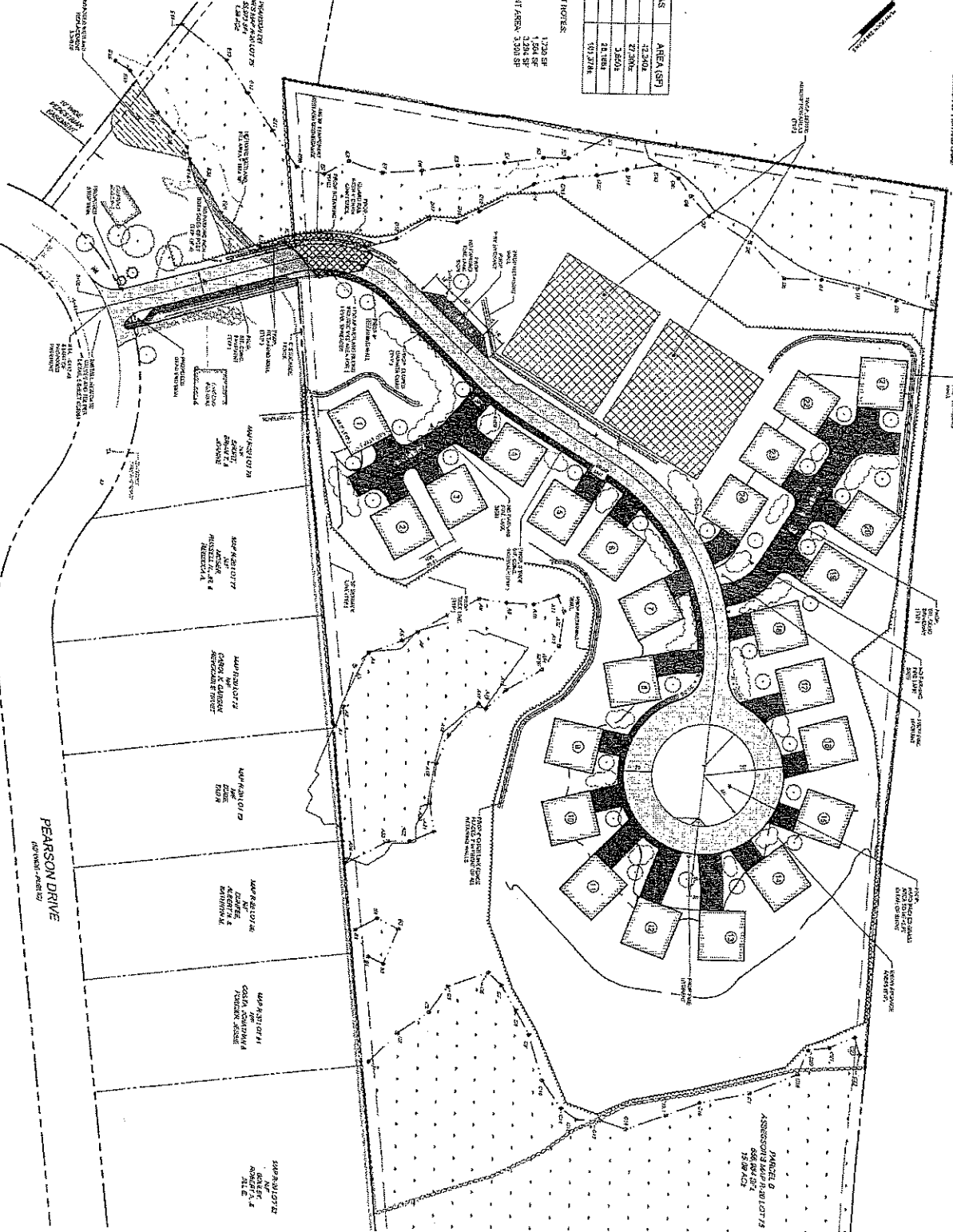
NOT FOR CONSTRUCTION

<p>V0802</p> <p>SHEET 5 OF 11</p>	<p>BYFIELD ESTATES 15-1211B 13 BERRYMAN ROAD BYFIELD, MA 01904 T 978-453-3254</p>	<p>DANGER ENGINEERING & DESIGN, LLC 13 BERRYMAN ROAD BYFIELD, MA 01904 T 978-453-3254</p>	<p style="text-align: center;">ROADWAY LAYOUT AND PROPERTY LINE PLAN</p> <p style="text-align: center;">BYFIELD ESTATES, LLC 15 PEARSON ROAD BYFIELD, MA 01904</p>
--	--	---	---

MAP NO. 1017
 COMMUNITY OF
 BYFIELD ESTATES

IMPERVIOUS AREAS	AREA (SQ)
BUILDING AREA	42,200
ROADWAY AREA	22,200
DRIVEWAY AREA	3,620
TOTAL	68,020

WETLAND REPLACEMENT NOTES:
 WETLAND FILL AREA: 1,230 SQ FT
 TOTAL FILL AREA: 1,230 SQ FT
 PROPOSED REPLACEMENT AREA: 1,230 SQ FT



PEARSON DRIVE
 (ADJACENT AREA)

NOT FOR CONSTRUCTION

CS1001
 SHEET 6 OF 12

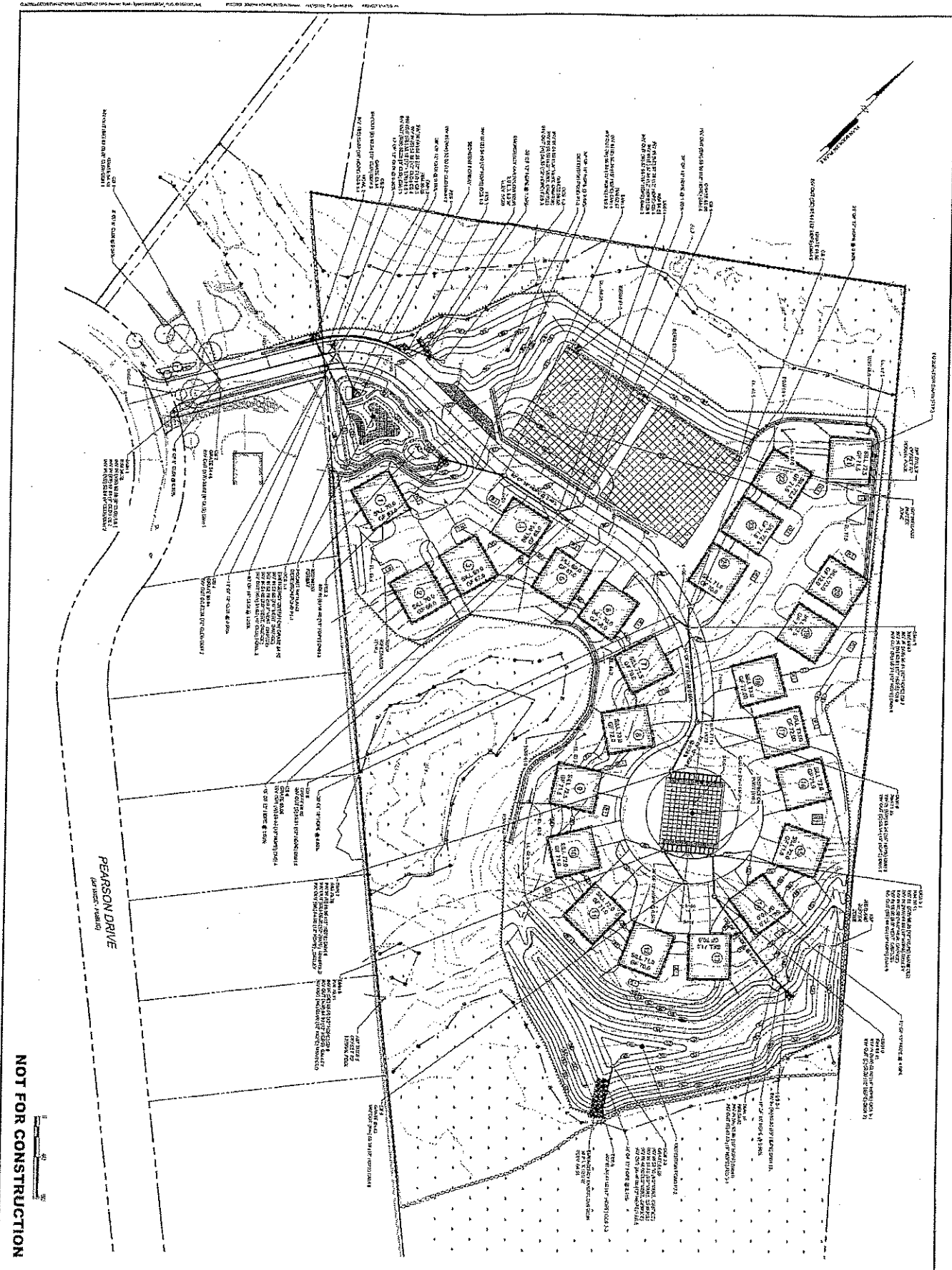
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/15/10	AS
2	REVISED PER PLAN CHANGES	10/20/10	AS
3	REVISED PER PLAN CHANGES	11/10/10	AS
4	REVISED PER PLAN CHANGES	11/10/10	AS

BYFIELD ESTATES
 LAYOUT AND MATERIALS PLAN

BYFIELD ESTATES, LLC
 15000 BAYVIEW AVENUE
 SUITE 100
 BAYVIEW, MI 48064



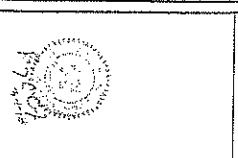
RANGER ENGINEERING &
 DESIGN, LLC
 13000 SHORE DRIVE, SUITE 101
 BAYVIEW, MI 48064
 TEL: 588.408.1324



NOT FOR CONSTRUCTION

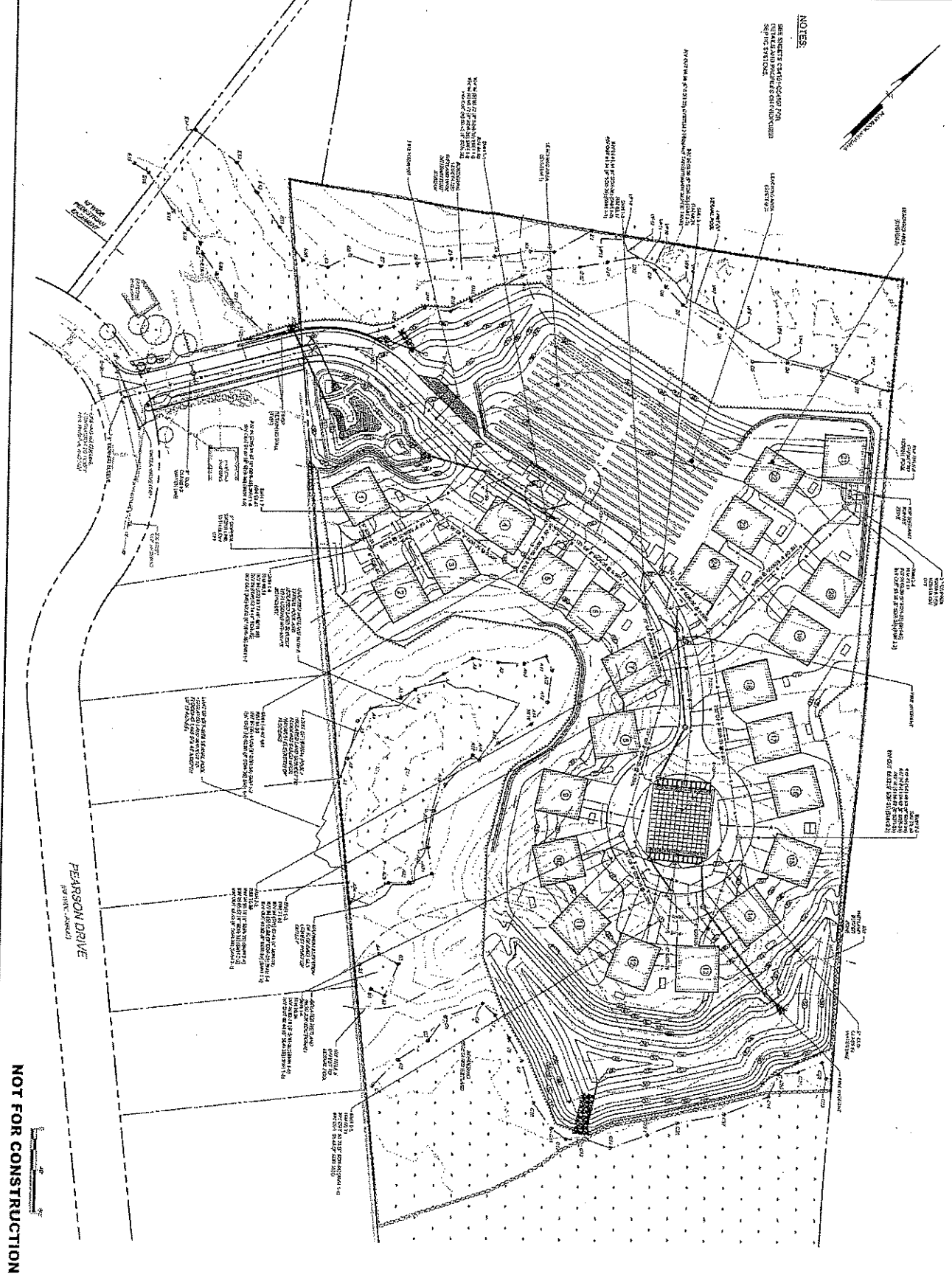
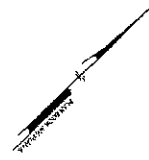
NO.	DATE	DESCRIPTION	BY	CHECKED
1	12-15-10	ISSUED FOR PERMIT
2
3
4
5
6
7
8
9
10

BYFIELD ESTATES
 125 BAYVIEW DRIVE, WYOMING, MA 01986
 ADDRESS FOR MAIL ONLY
GRADING AND DRAINAGE PLAN
 BYFIELD ESTATES, LLC
 125 BAYVIEW DRIVE, WYOMING, MA 01986



RANGER ENGINEERING & DESIGN, LLC
 125 BAYVIEW DRIVE
 WYOMING, MA 01986
 T. BRADLEY, P.E.

NOTES
 SEE SHEETS CS1702-1705 FOR
 GENERAL NOTES AND SPECIFICATIONS
 AND SUPPLEMENTAL NOTES



NOT FOR CONSTRUCTION

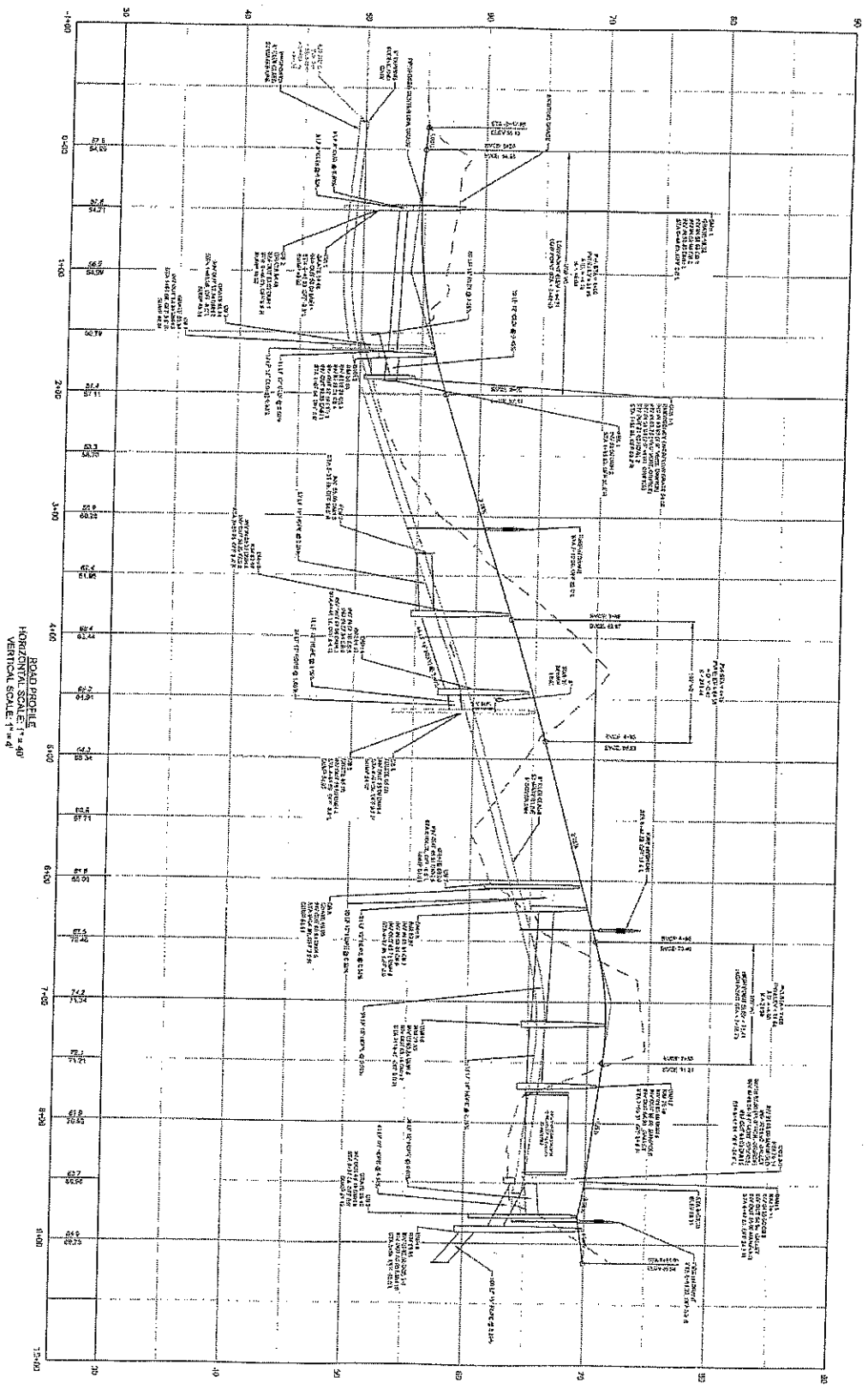
PROJECT	BYFIELD ESTATES
DATE	10/12/2017
DRAWN BY	JLR
CHECKED BY	JLR
SCALE	AS SHOWN
DATE	10/12/2017
SHEET	0 OF 17

NO.	DATE	DESCRIPTION
1	10/12/2017	ISSUED FOR PERMITS
2	10/12/2017	RESPONSE TO COMMENTS
3	10/12/2017	FINAL CONTRACT
4	10/12/2017	ISSUED FOR CONSTRUCTION

BYFIELD ESTATES
 45 WILSON ROAD, MA
 02639-1007
UTILITY PLAN
 BYFIELD ESTATES, LLC
 2 BEAUFORT ROAD
 MANHATTAN, NY 10880



FANGER ENGINEERING & DESIGN, LLC
 10 Broad Street, Suite 401
 Boston, MA 02109
 Tel: 617-552-1234

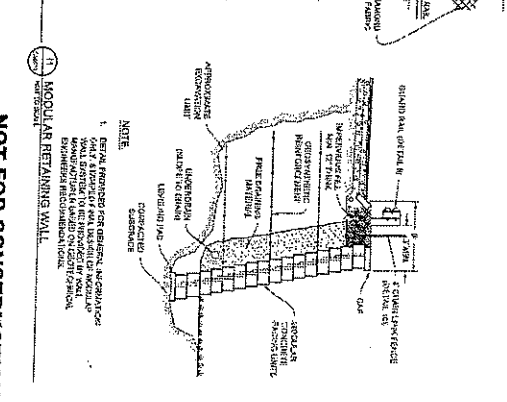
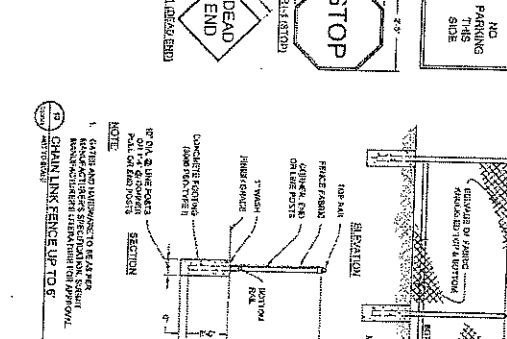
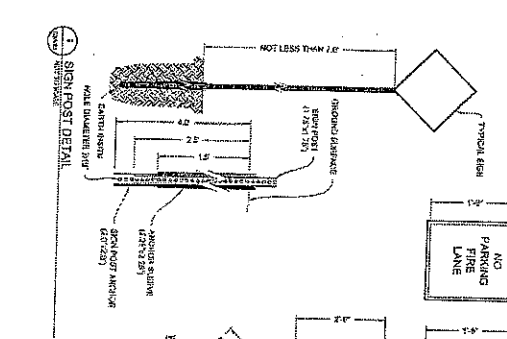
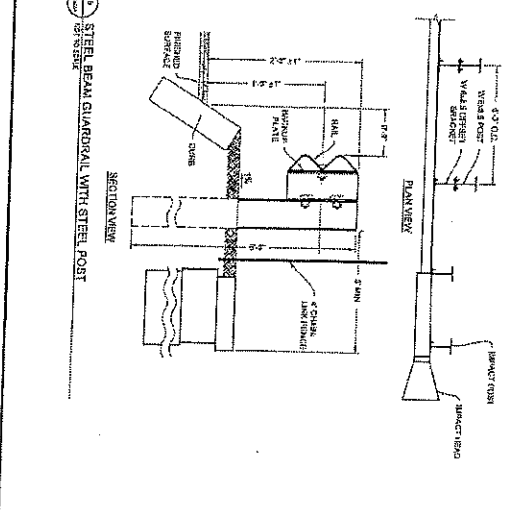
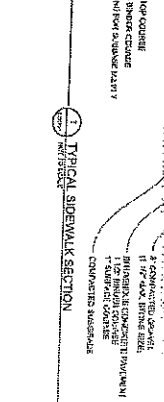
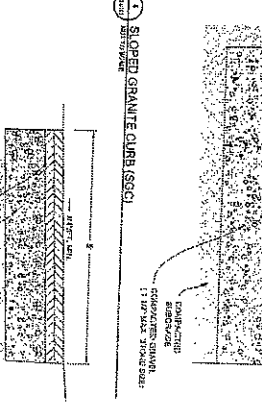
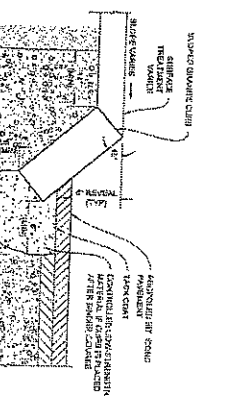
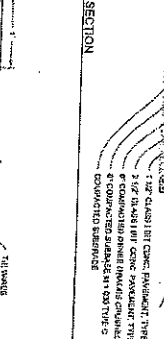
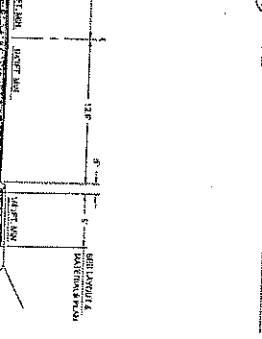
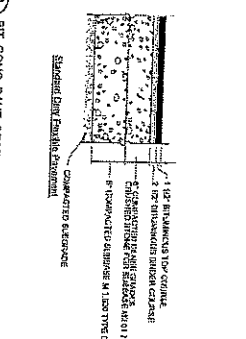
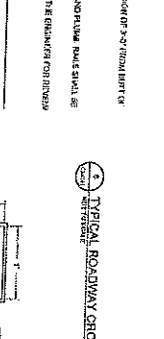
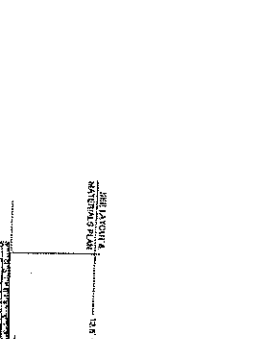
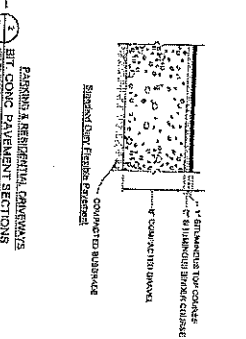
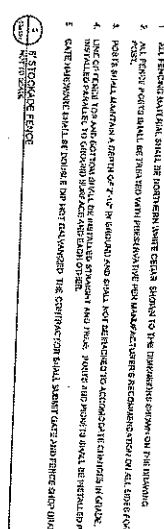
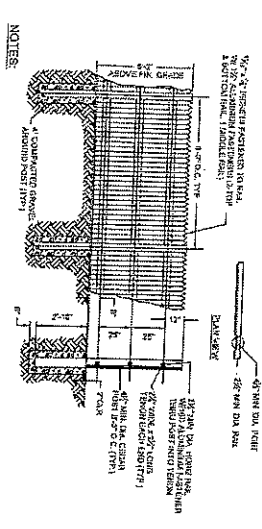
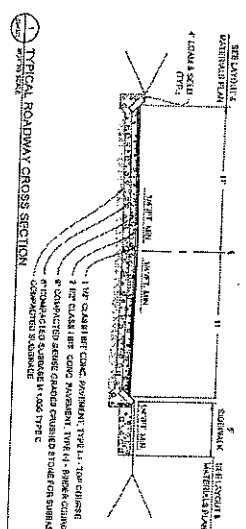


NOTES:
 1. SEE SPECIFICATIONS FOR MATERIALS AND CONSTRUCTION.
 2. ALL WORK TO BE SUBJECT TO THE SUPERVISOR'S INSPECTION AND APPROVAL.
 3. ANY CHANGES TO THIS DRAWING SHALL BE BY WRITTEN ORDER.

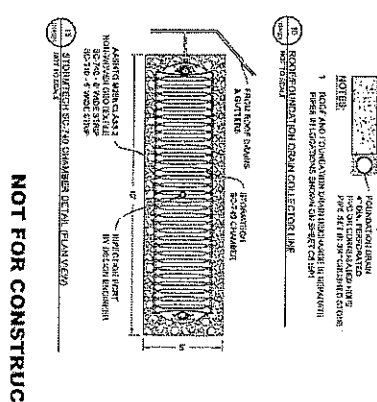
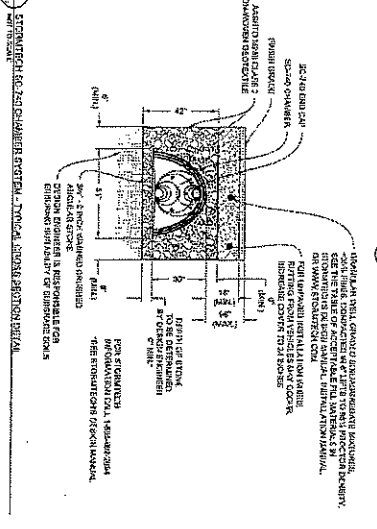
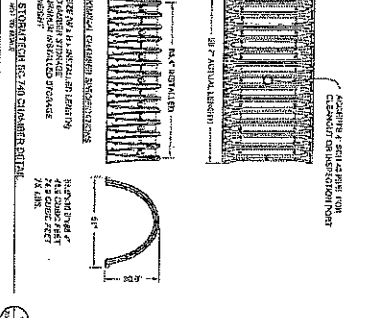
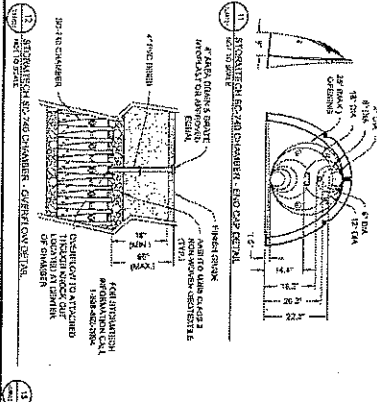
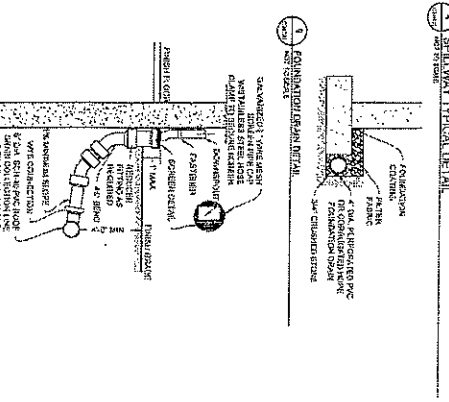
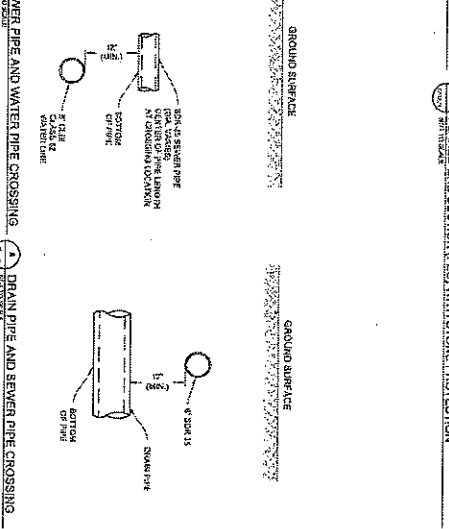
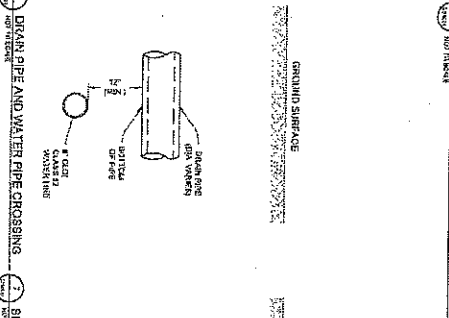
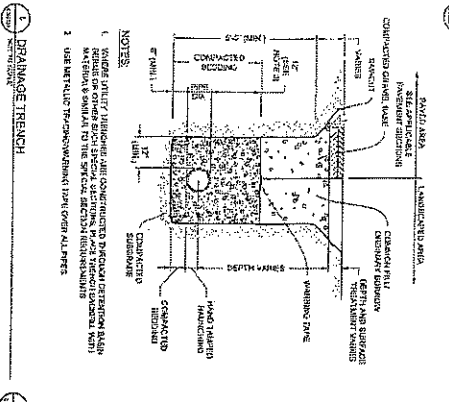
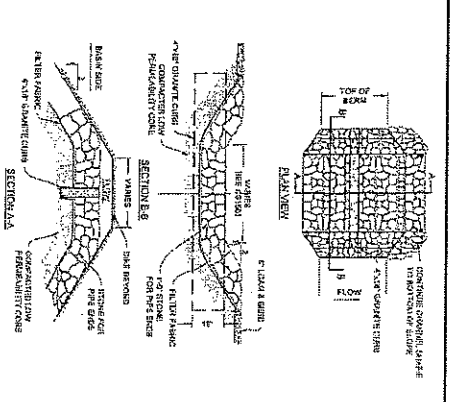
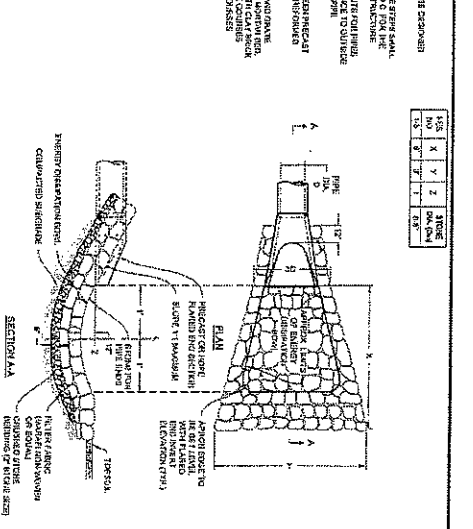
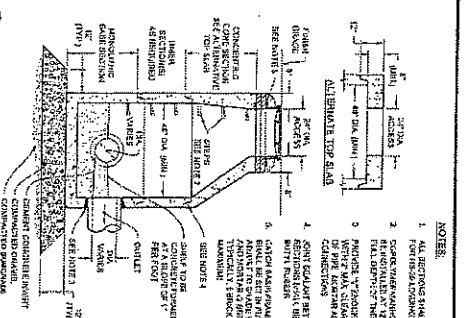
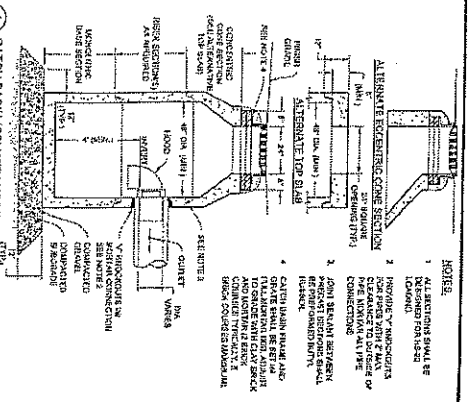
NOT FOR CONSTRUCTION



<p>BYFIELD ESTATES 10 LOT 14 ROAD PROFILE BYFIELD ESTATES, LLC 1000 PROSPECTOR</p>		<p>HANGER ENGINEERING & DESIGN, LLC 11000 SHILOH ROAD, SUITE 100 FREDERICKSBURG, VA 22405 TEL: 800.828.8888 FAX: 540.251.8888 WWW.HANGERENGINEERING.COM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO. 10000</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> <tr> <td>15-1510</td> <td>12/15/10</td> </tr> </table>	NO. 10000	DATE	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	15-1510	12/15/10	<p>CS3501 SHEET 9 OF 17</p>
NO. 10000	DATE																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							
15-1510	12/15/10																							



SIZE	X	Y	THICK
1.5	8"	1"	1.5"
2	8"	1"	2"
3	8"	1"	2.5"
4	8"	1"	3"



NOT FOR CONSTRUCTION

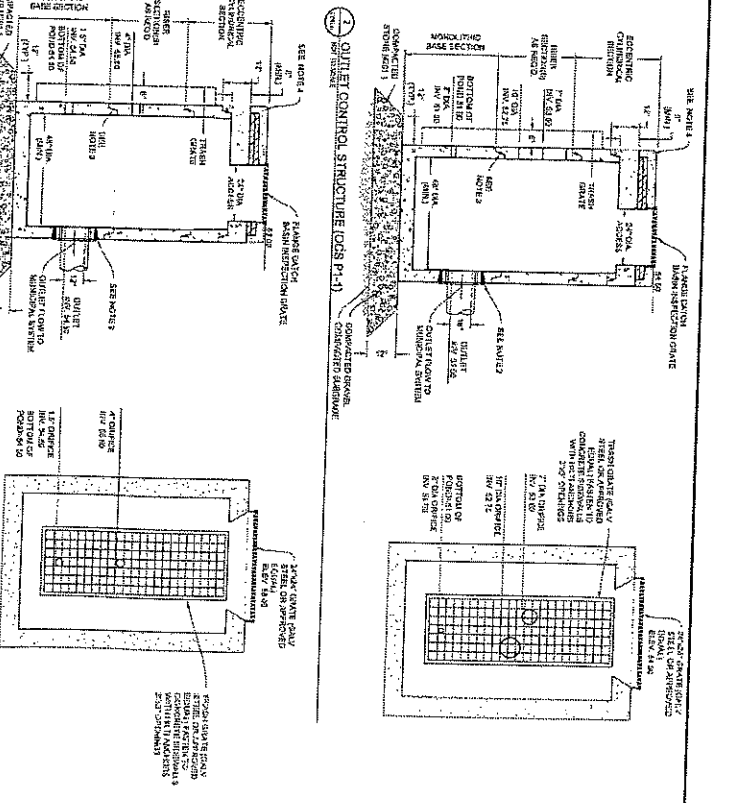
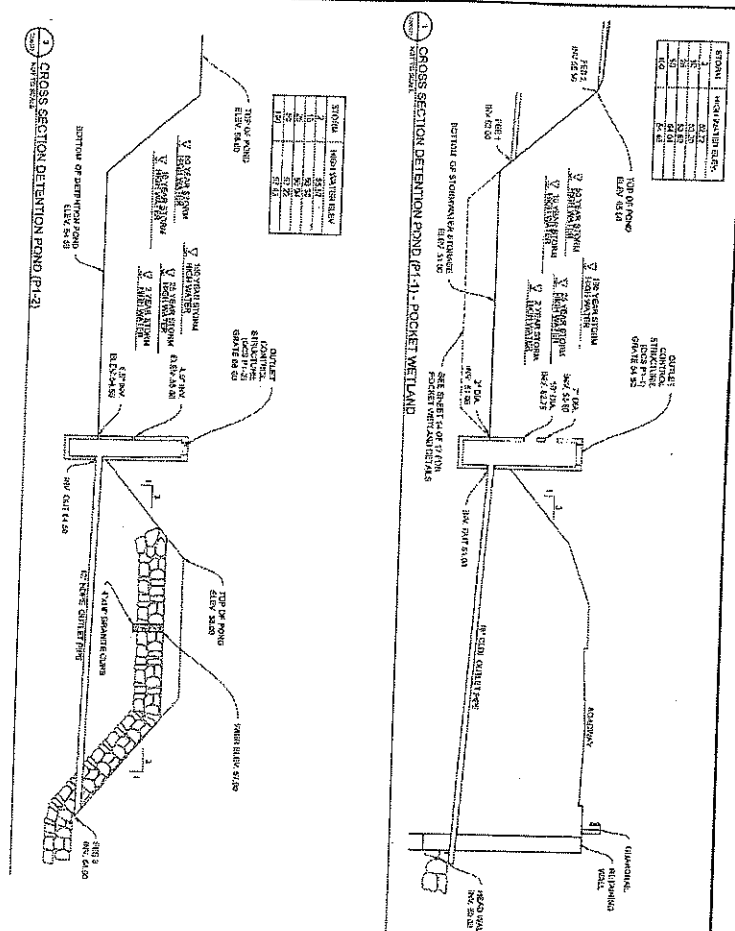
BYFIELD ESTATES
 1515 S. 15th St.
 TULSA, OK 74106
 (918) 438-1111



RANGER ENGINEERING &
 DESIGN, LLC
 1100 S. 15th St., Suite 101
 TULSA, OK 74106
 (918) 438-1111

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	11/15/19	CS	CS
2	REVISED PER COMMENTS	11/15/19	CS	CS
3	REVISED PER COMMENTS	11/15/19	CS	CS
4	REVISED PER COMMENTS	11/15/19	CS	CS
5	REVISED PER COMMENTS	11/15/19	CS	CS
6	REVISED PER COMMENTS	11/15/19	CS	CS
7	REVISED PER COMMENTS	11/15/19	CS	CS
8	REVISED PER COMMENTS	11/15/19	CS	CS
9	REVISED PER COMMENTS	11/15/19	CS	CS
10	REVISED PER COMMENTS	11/15/19	CS	CS
11	REVISED PER COMMENTS	11/15/19	CS	CS
12	REVISED PER COMMENTS	11/15/19	CS	CS
13	REVISED PER COMMENTS	11/15/19	CS	CS
14	REVISED PER COMMENTS	11/15/19	CS	CS
15	REVISED PER COMMENTS	11/15/19	CS	CS
16	REVISED PER COMMENTS	11/15/19	CS	CS
17	REVISED PER COMMENTS	11/15/19	CS	CS
18	REVISED PER COMMENTS	11/15/19	CS	CS
19	REVISED PER COMMENTS	11/15/19	CS	CS
20	REVISED PER COMMENTS	11/15/19	CS	CS

CS6021
 SHEET 11 OF 17



NOT FOR CONSTRUCTION

BYFIELD ESTATES
 14-1516
 15-1516
 16-1516
 17-1516
 18-1516
 19-1516
 20-1516
 21-1516
 22-1516

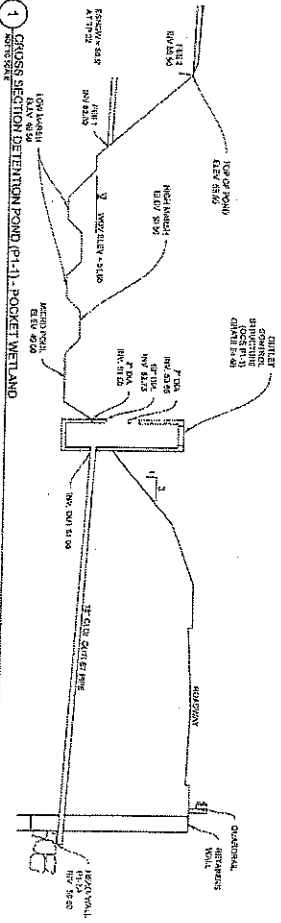
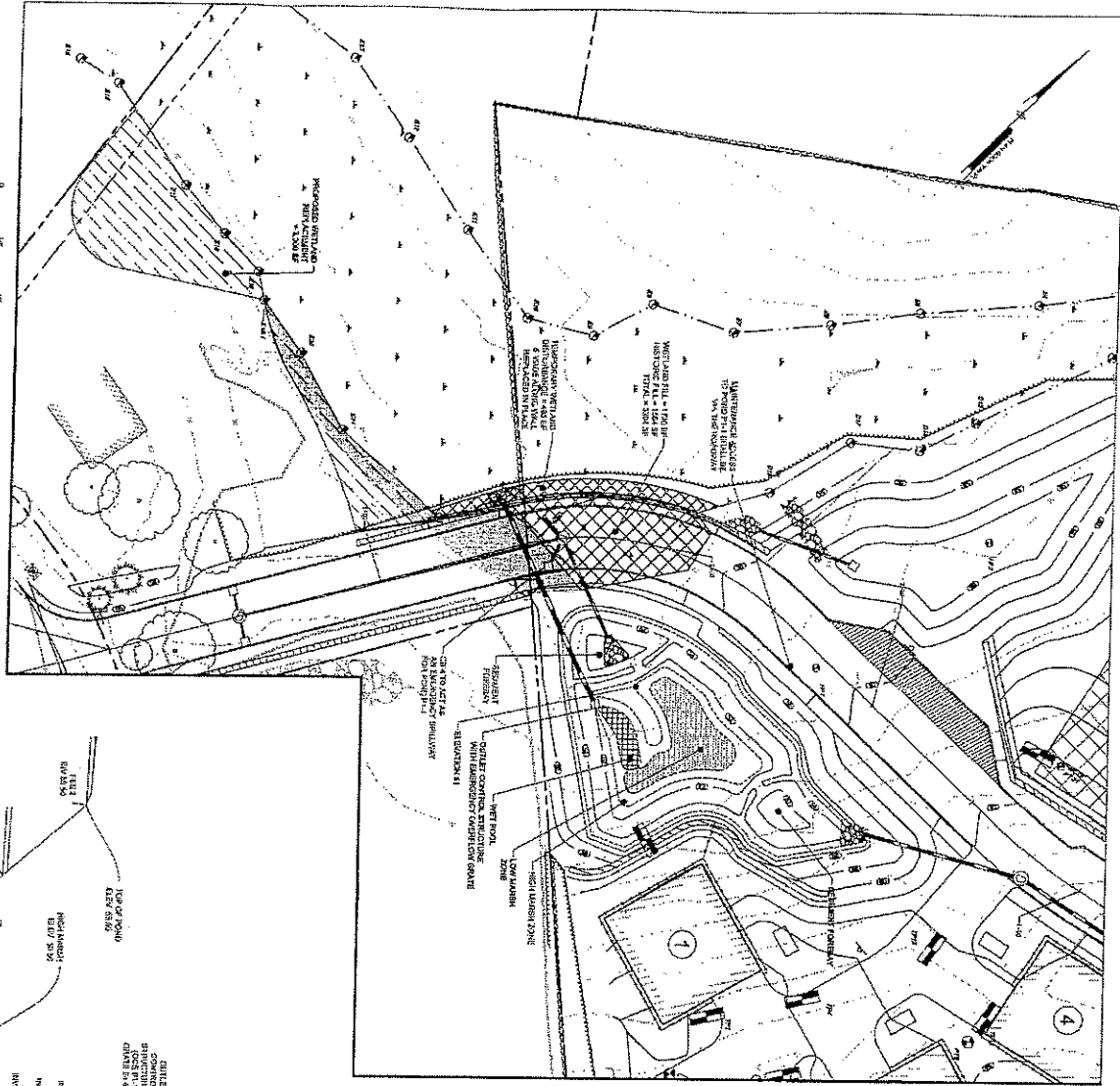
BYFIELD ESTATES, LLC

RANGER ENGINEERING & DESIGN, LLC
 14000 S. 100th Ave.
 Suite 100
 Overland Park, KS 66204
 Tel: 913.331.1111

NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
DATE																							
BY																							
CHECKED																							
APPROVED																							

CS6022

SHEET 12 OF 17



POCKET WETLAND DESIGN

PARAMETER	VALUE
DESIGN FLOW	142,231 cfs
DESIGN STORAGE	1,231,000 cu ft
DESIGN WETLAND AREA	4.1 ac
DESIGN WETLAND LENGTH	142.23 ft
DESIGN WETLAND WIDTH	142.23 ft
DESIGN WETLAND DEPTH	3.0 ft
DESIGN WETLAND PERCENT RESTORATION	100%
DESIGN WETLAND VOLUME ATTENUATION	3.0 x 10 ⁶ gal
DESIGN WETLAND STORAGE	1,231,000 cu ft
DESIGN WETLAND STORAGE	1,231,000 cu ft
DESIGN WETLAND STORAGE	1,231,000 cu ft

NOTE

1. PROJECT USER SHALL SUBMIT PROJECT PERMITS TO LOCAL GOVERNMENT FOR REVIEW AND APPROVAL.
2. PERMITS TO SUBMERGE AND DESTROY WETLANDS ARE REQUIRED FOR THIS PROJECT. PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.

NOT FOR CONSTRUCTION

BYFIELD ESTATES
 13300 WINTER HAVEN RD
 WINTER HAVEN, FL 33894

WETLAND DETAILS

BYFIELD ESTATES, LLC
 13300 WINTER HAVEN RD
 WINTER HAVEN, FL 33894

RANGER ENGINEERING & DESIGN, LLC
 13300 WINTER HAVEN RD
 WINTER HAVEN, FL 33894

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	10/23/2013
2	REVISION	
3	REVISION	

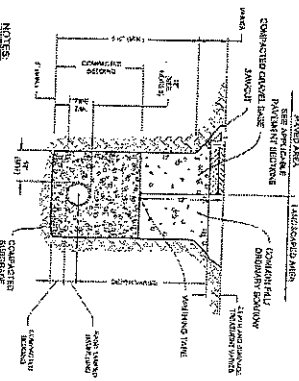
CS6031

SHEET 14 OF 17

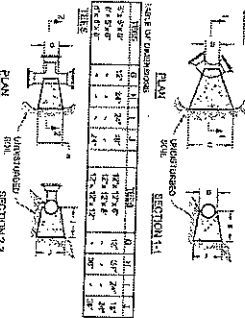
DATE: 10/23/2013 10:54:10 AM

TABLE OF DIMENSIONS

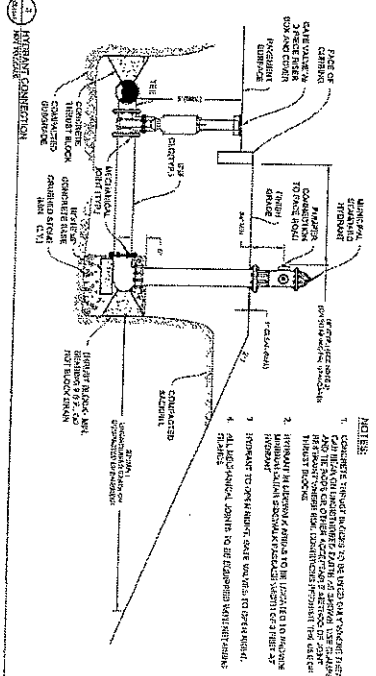
TYPE	1/4" - 1/2"				3/4" - 1"				1 1/4" - 2"			
	A	B	C	D	E	F	G	H	I	J	K	L
1	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
2	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
3	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
4	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
5	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
6	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
7	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
8	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
9	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"
10	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"	1 1/4"	1 1/2"	1 3/4"	2"



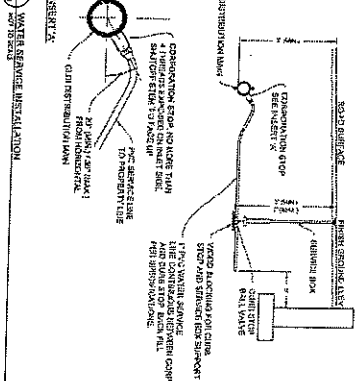
- NOTES:
1. WINDOW SILL FINISHING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 2. USE MINIMUM FINISHING DIMENSIONS FOR ALL FINISH.



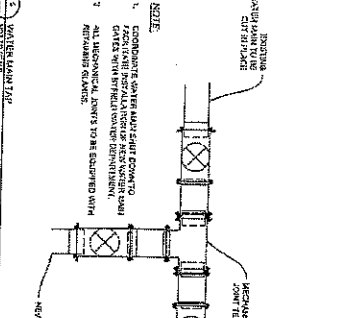
- NOTES:
1. FINISHING IN ACCORDANCE WITH FINISHING SPECIFICATIONS FOR WINDOW SILL.
 2. WINDOW SILL FINISHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 3. CONCRETE SHALL BE 3000 PSI/28 DAYS.



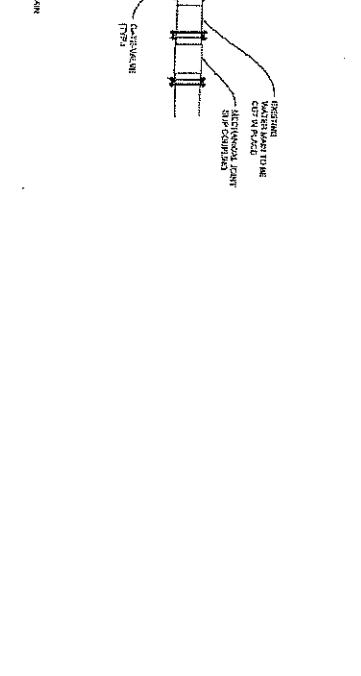
- NOTES:
1. CONCRETE SHALL BE 3000 PSI/28 DAYS.
 2. WINDOW SILL FINISHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 3. WINDOW SILL FINISHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 4. WINDOW SILL FINISHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.



- NOTES:
1. WINDOW SILL FINISHING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 2. USE MINIMUM FINISHING DIMENSIONS FOR ALL FINISH.



- NOTES:
1. WINDOW SILL FINISHING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 2. USE MINIMUM FINISHING DIMENSIONS FOR ALL FINISH.



- NOTES:
1. WINDOW SILL FINISHING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT'S SPECIFICATIONS.
 2. USE MINIMUM FINISHING DIMENSIONS FOR ALL FINISH.

BYFIELD ESTATES
 2840 WOODWAY DRIVE, HOUSTON, TEXAS 77055
 UTILITY DETAILS
 BYFIELD ESTATES, LLC
 2840 WOODWAY DRIVE, HOUSTON, TEXAS 77055

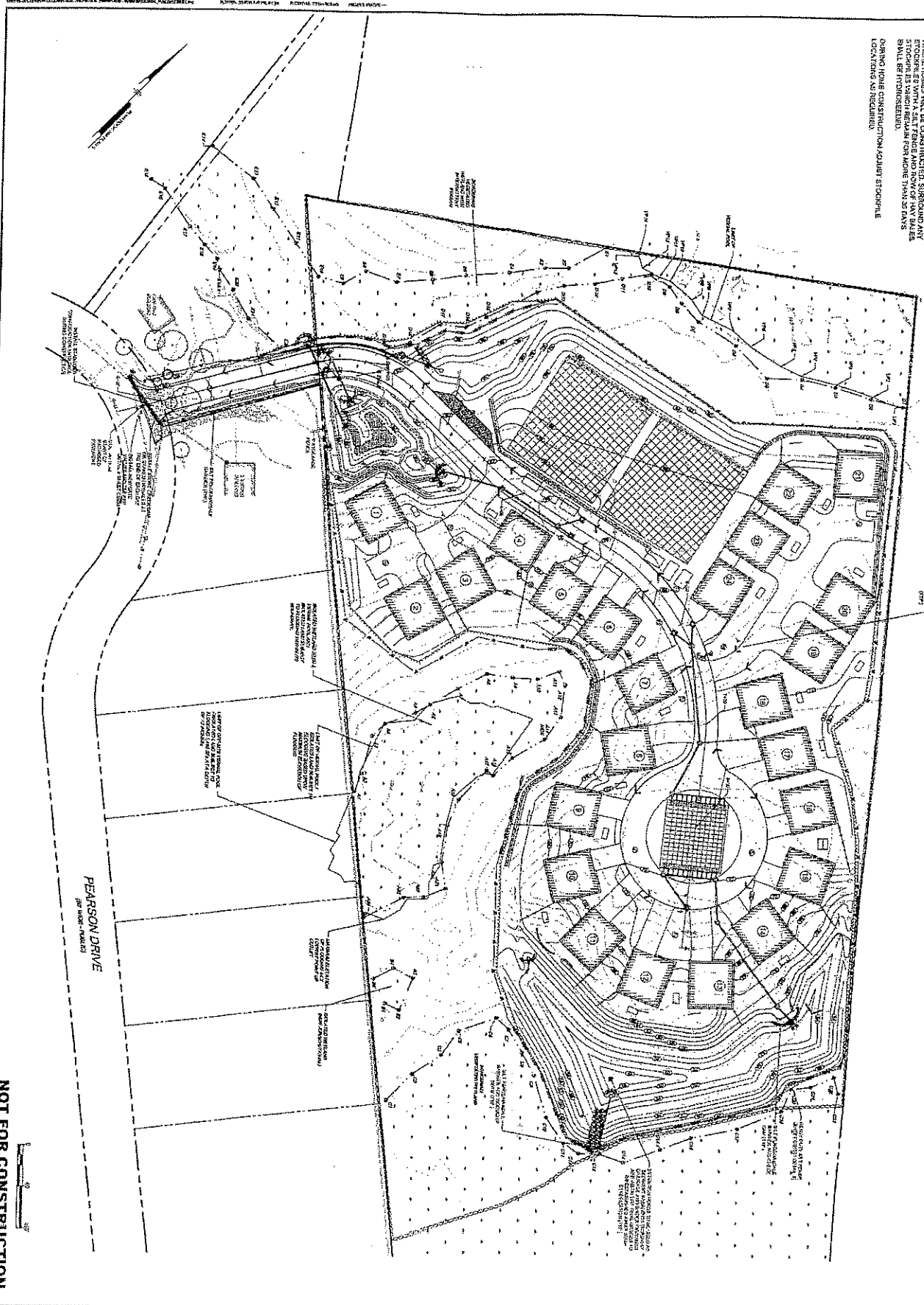
CS6051

SHEET 16 OF 17

DATE: 10/20/18
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 APPROVED BY: J. J. JONES

NOT FOR CONSTRUCTION

SOIL STORAGE NOTE
 DURING ROADWAY CONSTRUCTION, STORAGE OF SOILS & OTHER MATERIALS SHALL BE CONFINED TO THE SURROUNDING AREAS. STORAGE SHALL BE IN PILES OR BUNDLES. STORAGE SHALL BE PROTECTED BY EROSION CONTROL MEASURES. STORAGE SHALL BE LOCATED AS SHOWN.



NOT FOR CONSTRUCTION

<p>BYFIELD ESTATES BYFIELD ESTATES, LLC EROSION AND SEDIMENTATION CONTROL PLAN BYFIELD ESTATES, LLC 2 DEARBORN WAY WILMINGTON, MA 01897</p>			<p>RANGER ENGINEERING, INC. 13100 STATE STREET, SUITE 101 WILMINGTON, MA 01897 T. 978.252.1234</p>						
<p>PROJECT: 15-1010 DATE: 08/13/15 DRAWING NO.: 2015-1010-02 SCALE: AS SHOWN AUTHOR: JEC CHECKER: JEC DATE: 08/13/15</p>	<table border="1"> <tr> <td>NO.</td> <td>REVISION</td> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMITS</td> </tr> <tr> <td>2</td> <td>REVISED PER COMMENTS</td> </tr> <tr> <td>3</td> <td>REVISED PER COMMENTS</td> </tr> </table>			NO.	REVISION	1	ISSUED FOR PERMITS	2	REVISED PER COMMENTS
NO.	REVISION								
1	ISSUED FOR PERMITS								
2	REVISED PER COMMENTS								
3	REVISED PER COMMENTS								

EROSION CONTROL NOTES (DURING CONSTRUCTION)

1. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES IN PLACE UNTIL THE EROSION CONTROL MEASURES ARE RESTORED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE TO PREVENT THE EROSION OF SOIL AND TO PREVENT THE EROSION OF SEDIMENT INTO ADJACENT AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
9. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
10. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
11. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.

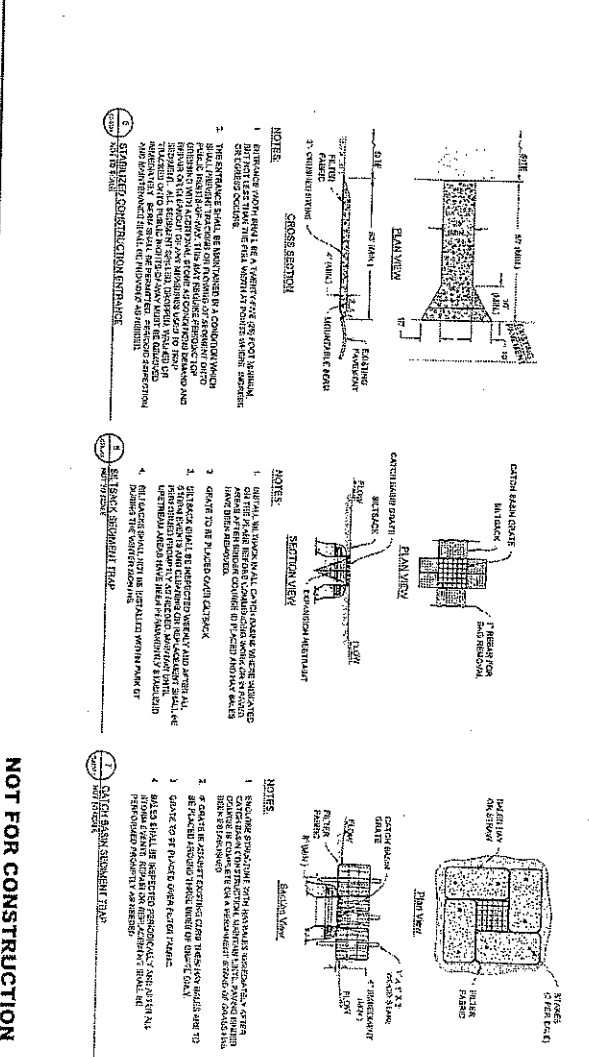
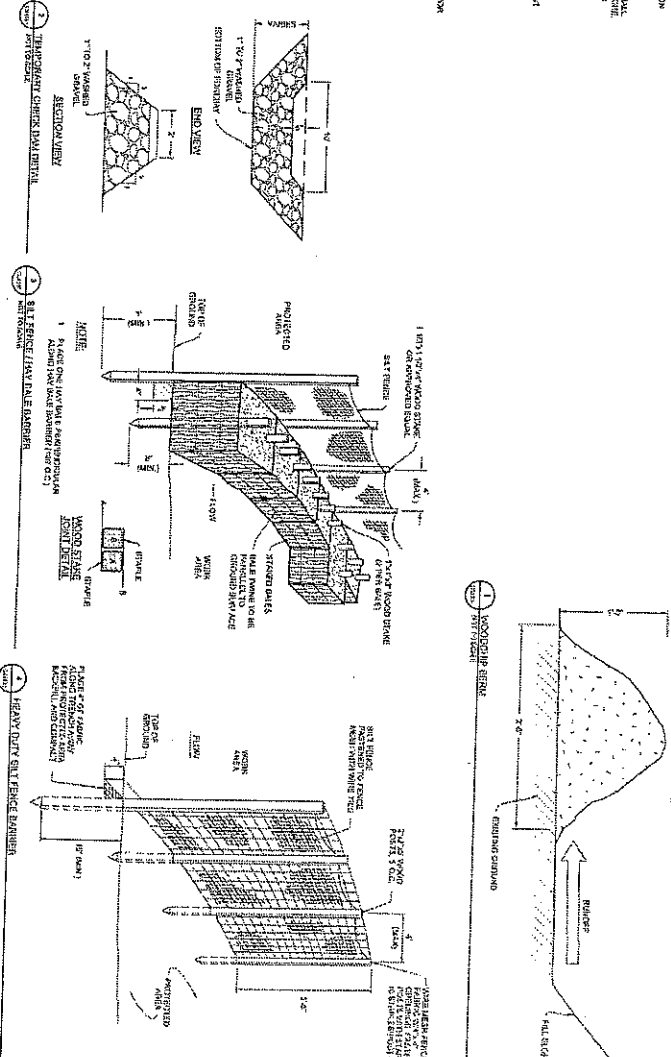
CONSTRUCTION SEQUENCE NOTES

1. INITIAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
9. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
10. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
11. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.

OPERATION AND MAINTENANCE

1. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES IN PLACE UNTIL THE EROSION CONTROL MEASURES ARE RESTORED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE TO PREVENT THE EROSION OF SOIL AND TO PREVENT THE EROSION OF SEDIMENT INTO ADJACENT AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
9. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
10. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.
11. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETE.

NOT FOR CONSTRUCTION



BYFIELD ESTATES
EROSION AND SEDIMENTATION CONTROL NOTES
BYFIELD ESTATES, LLC

BANSER ENGINEERING & DESIGN, LLC
13 Broad Street, Suite 101
Middletown, VA 22644
1-799-663-2234

DATE	15-15-16
PROJECT	BYFIELD ESTATES
SHEET	11 OF 17

Section 3.2

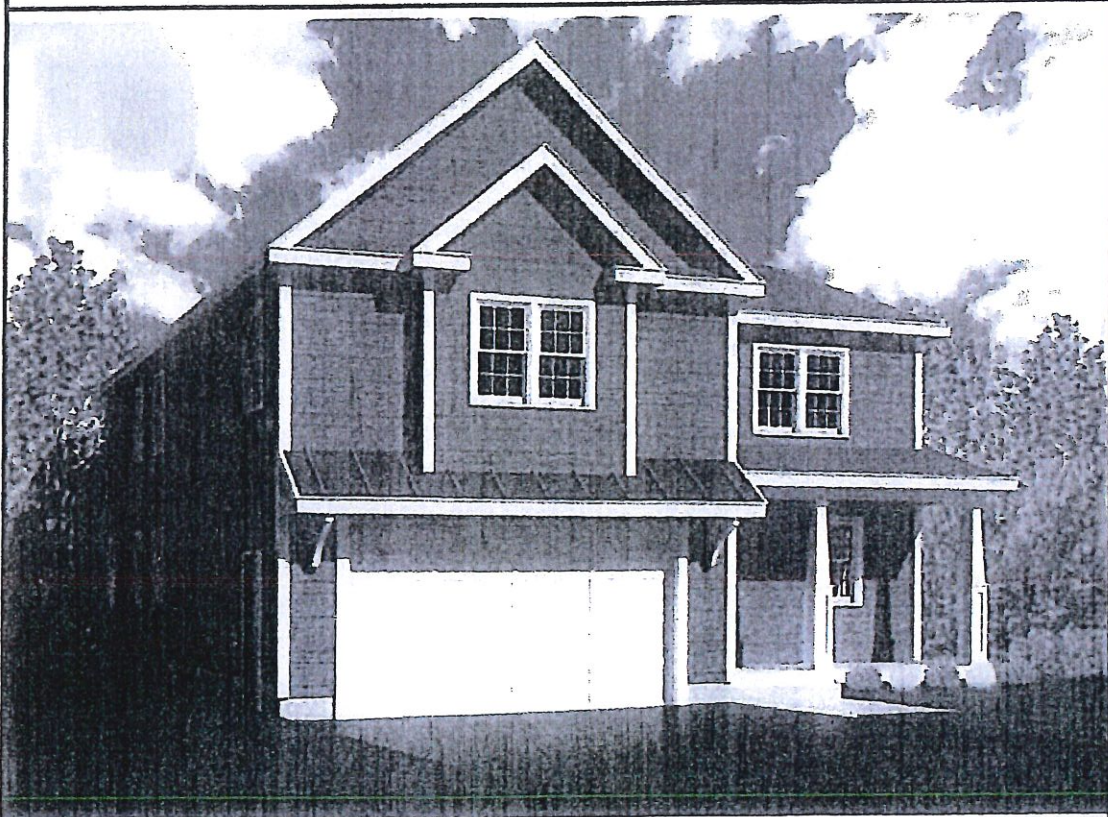
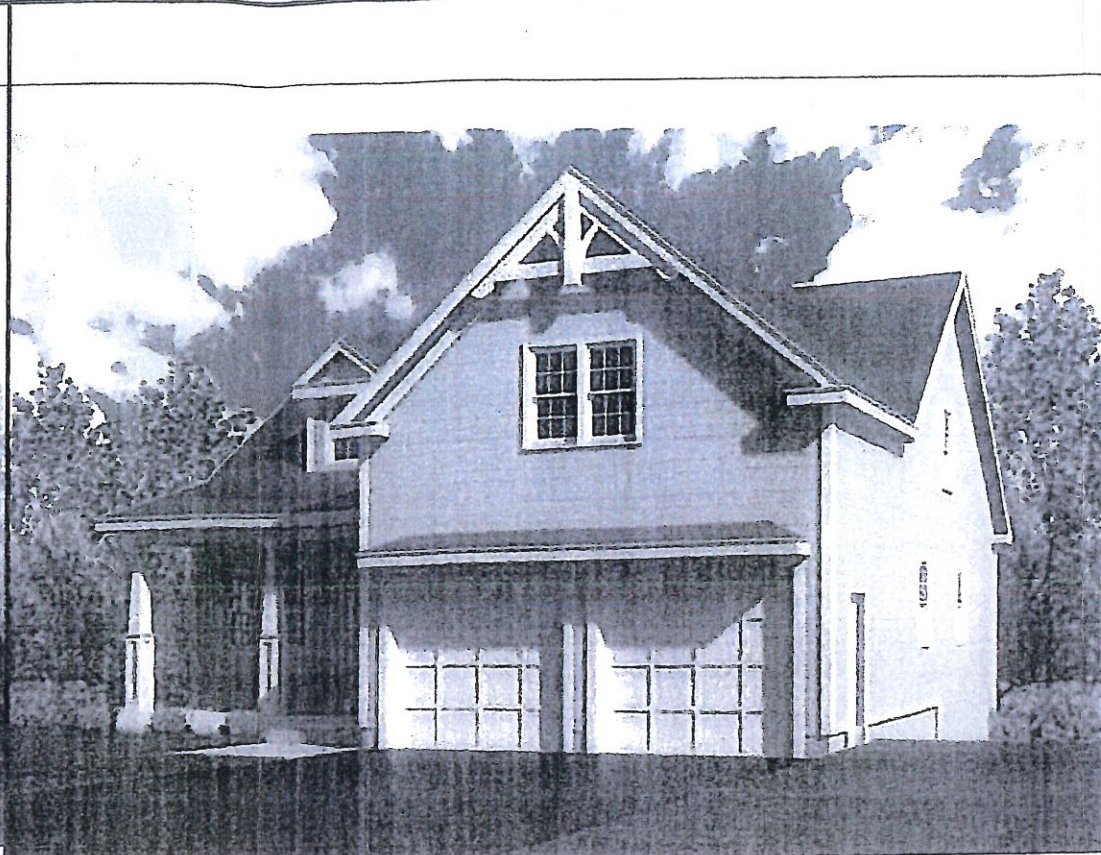
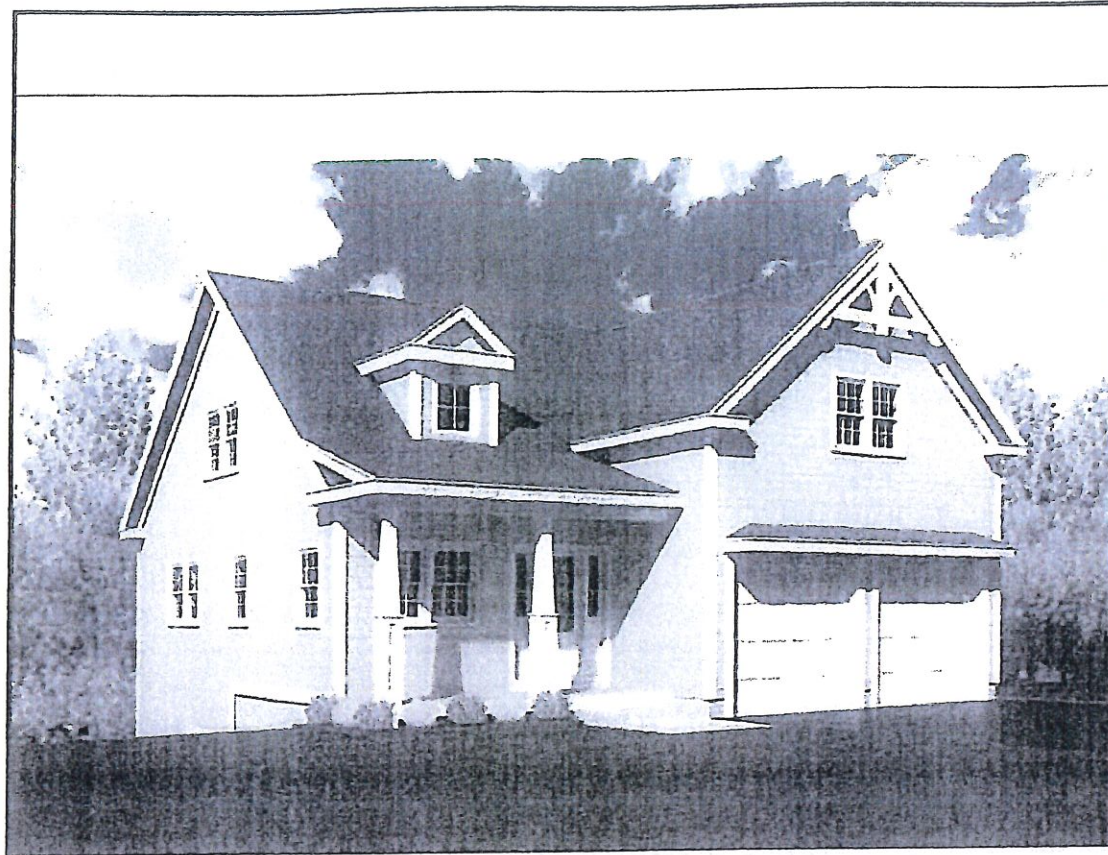


Scale NO SCALE
Proj. No 1614
Date 11-01-16
Rev

A-1

Project
BYFIELD ESTATES
BYFIELD, MASSACHUSETTS
Drawing
3D ARCHITECTURAL RENDERINGS

rh ronald henri albert, aia architect
69 island road, lunenburg, ma 01462 978-828-5411

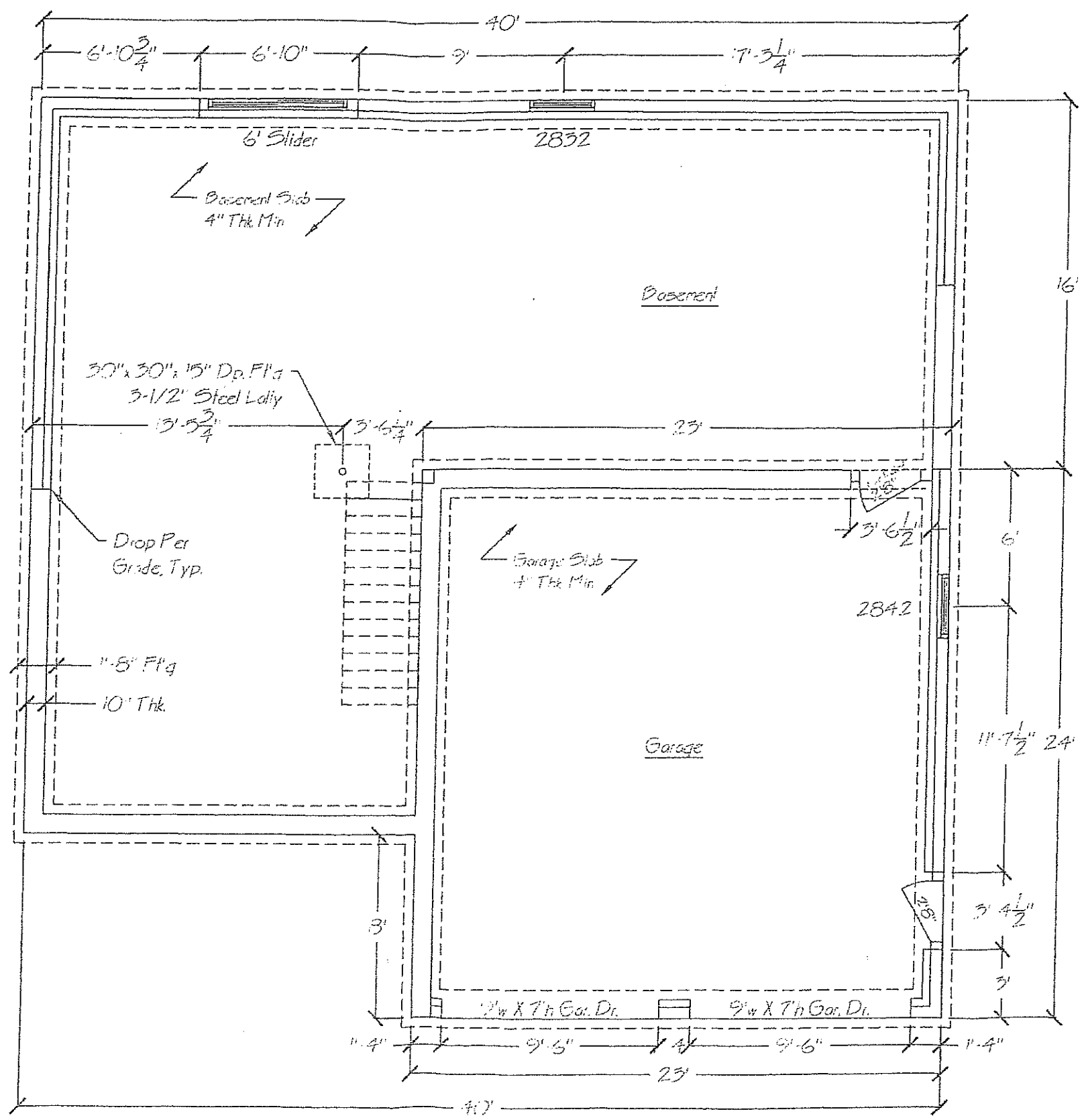


NO SCALE
Proj. No. 1614
Date 11-01-16
Rev.

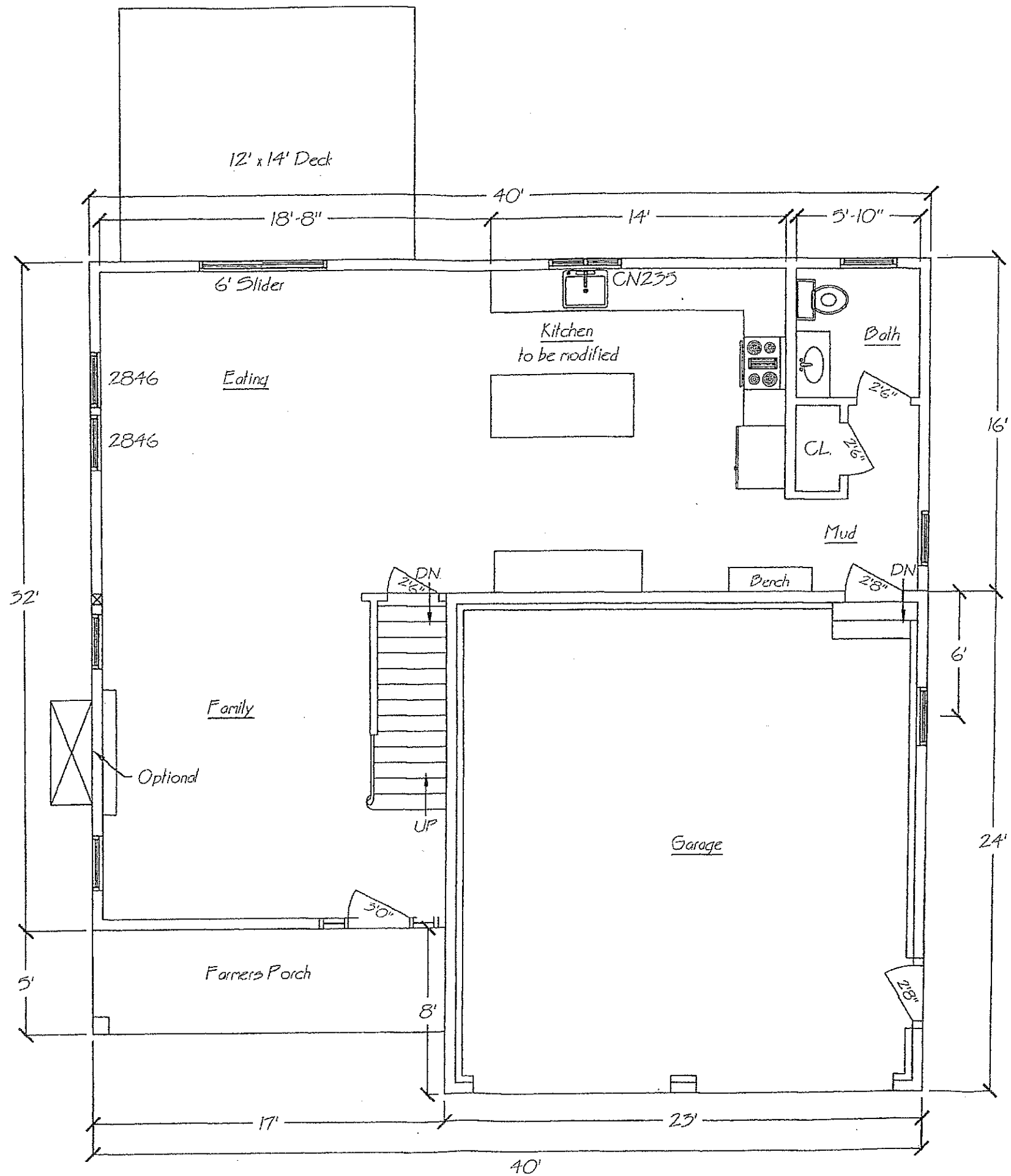
A-1

Project
BYFIELD ESTATES
BYFIELD, MASSACHUSETTS
Drawing
3D ARCHITECTURAL RENDERINGS

ronald henri albert, aia architect
69 island road, lunenburg, ma 01462 978-828-5411

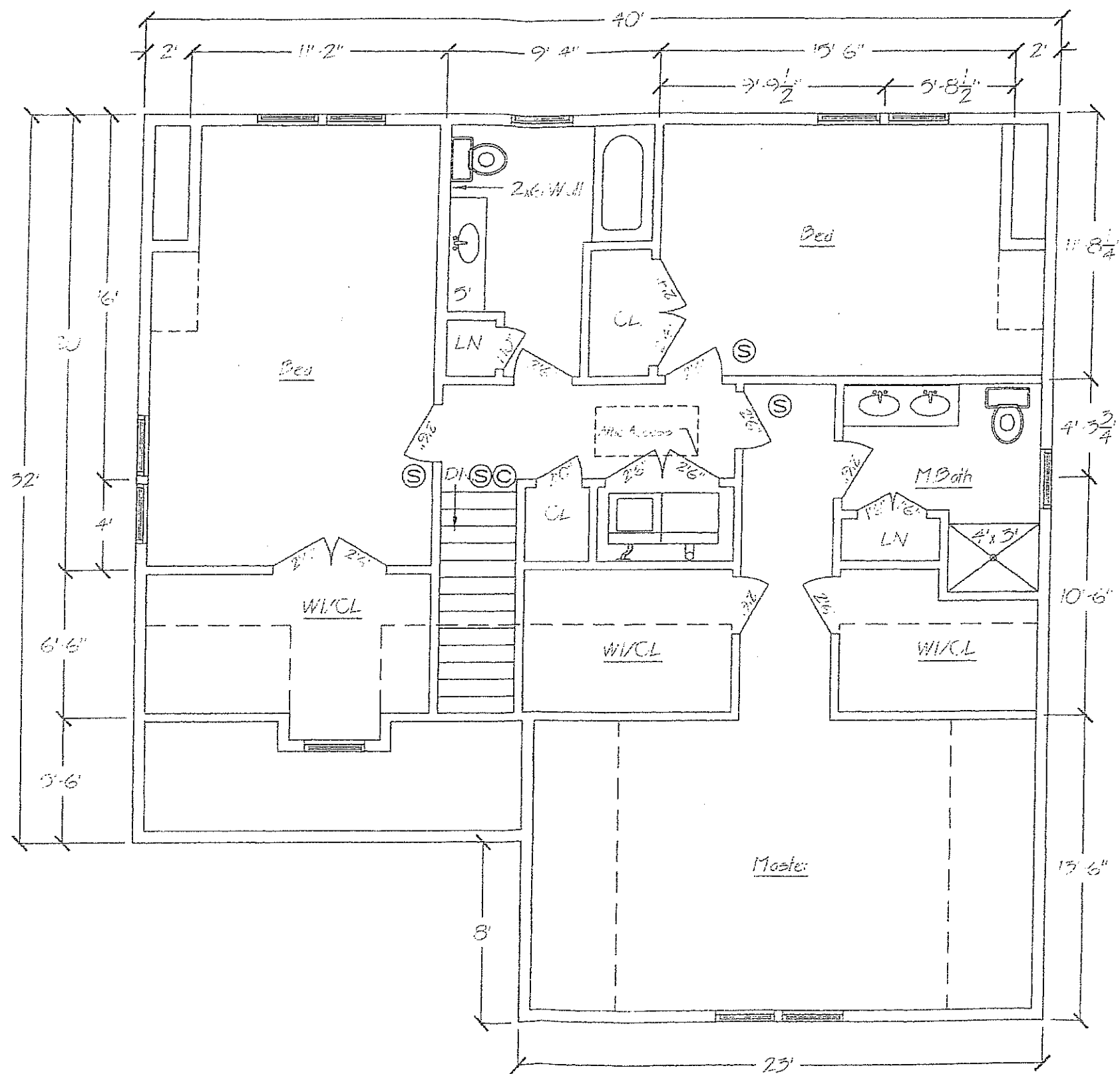


Foundation Plan (3)
 Scale: 3/16" = 1'0"



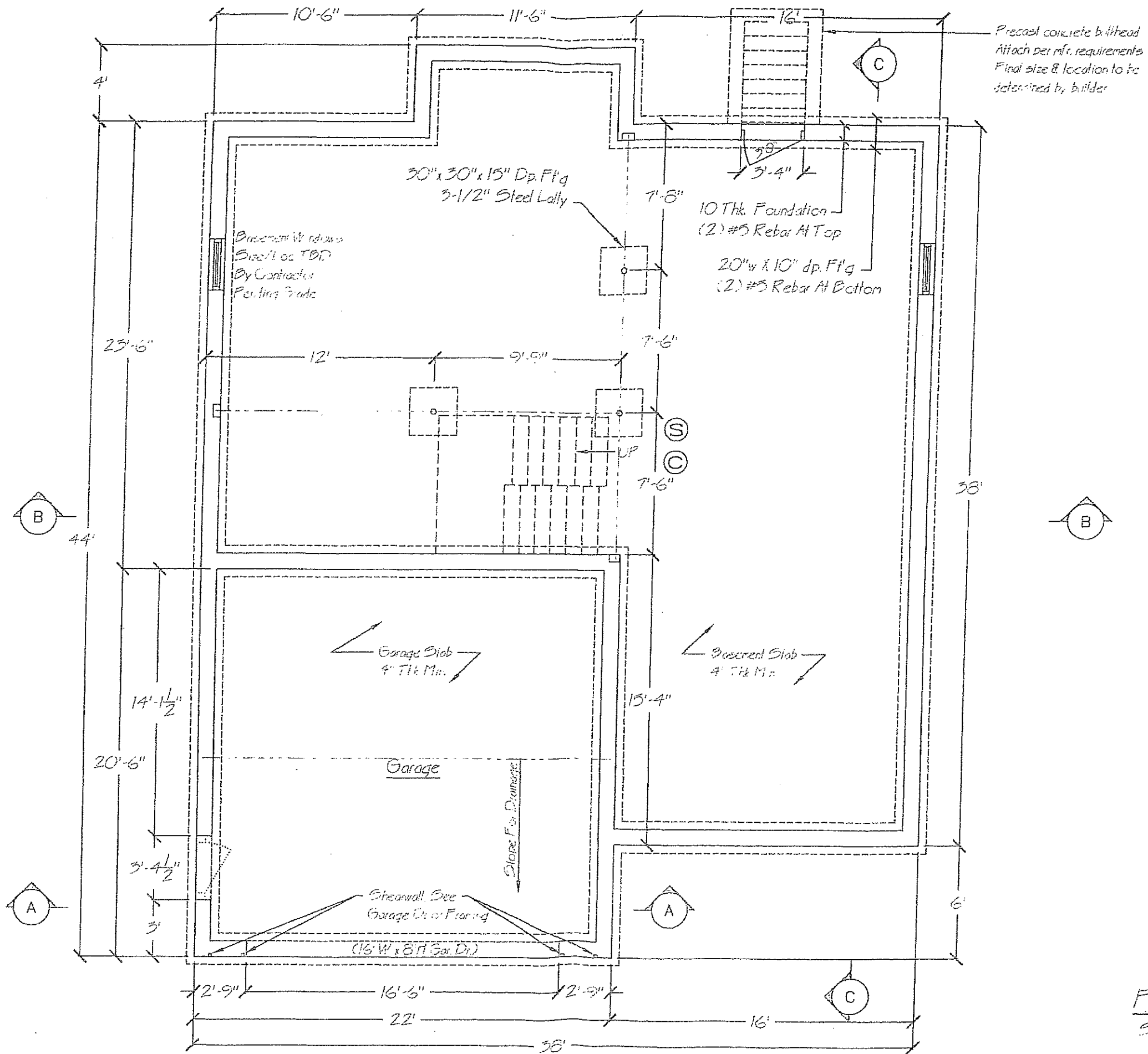
1st 912 sq. ft.
 2nd 1358 sq. ft.
 Total Liv. 2270 sq. ft.

1st Floor Layout ④
 Scale: 3/16" = 1'0"

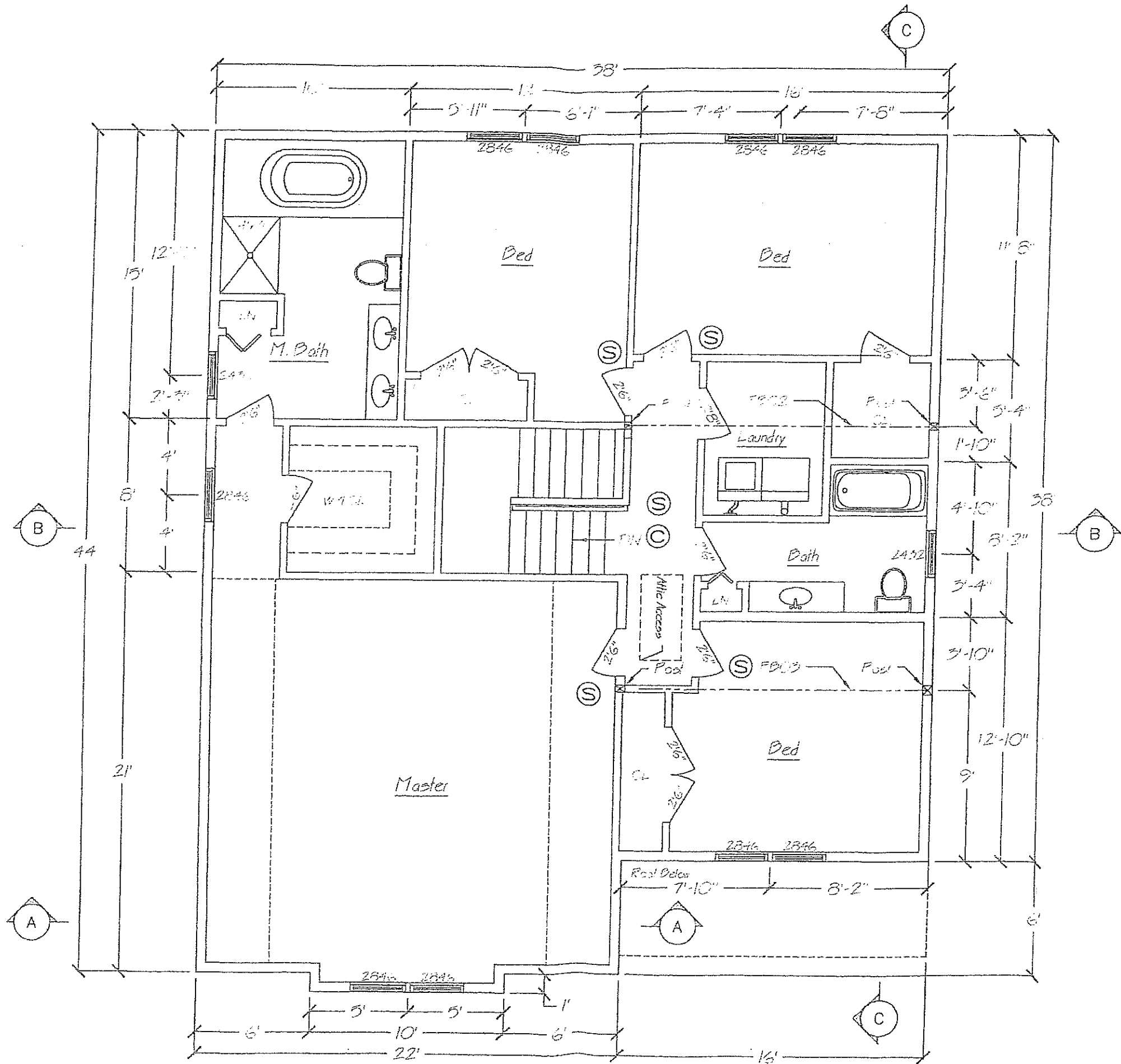


1358 sq. ft.

2nd Floor Layout (5)
Scale: 3/16" = 1'0"



Foundation Plan (3)
 Scale: 3/16" = 1'0"



2nd Floor Layout (5)
 Scale: 3/16" = 1'0"

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 typology 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.

Section 3.4

Tabular Zoning Analysis

	Required	Provided
Lot area Zone R-AG	40,000 sf	Condominium
Frontage	125 feet	50+
Property line	10 feet	none
Street line	20 feet	20 feet
Maximum bldg coverage	no requirement	
Height	35	35
Number of stories	2	2
Parking spaces	2	2
Minimum driveway width	9	20

Section 3.5

3.5 Sustainable Development Principles

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:

Check "X" below if applicable

- 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 workman 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 hotwater 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. Eriksen, 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.

Section 4.1

Purchase and Sales Agreement

55 Pearson Street
Newbury, MA

PURCHASE AND SALE AGREEMENT

This Agreement is made this 19th 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.

W
Buyer(s) Initials

W/K
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

W
Buyer(s) Initials

HK
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 & Ancil, 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 & Ancil, P.C. represents the Buyer in this transaction.

W
Buyer(s) Initials

HK
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 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. 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. Eriksen, Esq.
Perkins & Anctil, P.C.
6 Lyberty Way, Suite 201
Westford, MA 01886
Email: seriksen@perkinslawpc.com

If to Seller, to:

Jennifer Allen, Esq.
P.O. Box 149
Stoughton, MA 02072
jen@jenallenlaw.com
508-954-6695
508-536-3927 Fax



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 within 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.



Buyer(s) Initials



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, 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.

W
Buyer(s) Initials

H K
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.

W
Buyer(s) Initials

#K
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 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 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


 V
Buyer(s) Initials

 H K
Seller(s) Initials

Plans, Contracts, Licenses, Permits, Agreements, Warranties and Approvals, both executed of even date herewith.

Executed as a sealed instrument this 17 day of March, 2019.

BUYER:



Walter K. Eriksen, Jr.

SELLER:


Byfield Estates, LLC

By:



Haralambos 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 30 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 36692, 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,

W
Buyer(s) Initials

HK
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, 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 \$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:

W
Buyer(s) Initials

H.K.
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

W

H.K.

Buyer(s) Initials

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. Eriksen, Esq.
Perkins & Ancil, P.C.
6 Lyberty Way, Suite 201
Westford, MA 01886
Email: seriksen@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

W

Buyer(s) Initials

H K

Seller(s) Initials

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 cost 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



Buyer(s) Initials



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 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.

W
Buyer(s) Initials

H K
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 boards, 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.

W
Buyer(s) Initials

HK
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

 CW
Buyer(s) Initials

 HK
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 20 day of March, 2019.

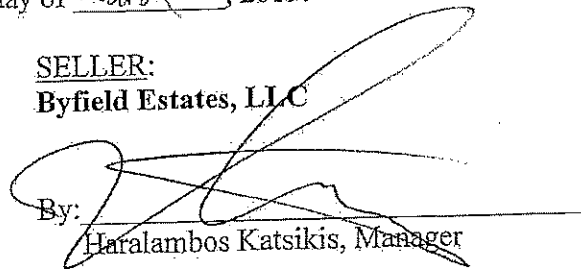
BUYER:



Walter K. Eriksen, Jr.

SELLER:

Byfield Estates, LLC



By:

Haralambos Katsikis, Manager

Buyer(s) Initials

HK

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

Market	10,780,000.00
Affordable	1,200,000.00
Related Party	0.00
Other Income	0.00
Total Sales/Revenue	11,980,000.00

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	690,000

Costs

Item	Budgeted
Acquisition Cost	
Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	690,000.00
Subtotal Acquisition Costs	690,000.00
Construction Costs-Residential Construction (Hard Costs)	
Building Structure Costs	6,566,400.00
Hard Cost Contingency	130,000.00
Subtotal – Residential Construction (Hard Costs)	6,696,400.00

Costs

Item	Budgeted
Construction Costs–Site Work (Hard Costs)	
Earth Work	225,000.00
Utilities: On Site	455,000.00
Utilities: Off-Site	45,000.00
Roads and Walks	340,000.00
Site Improvement	85,000.00
Lawns and Planting	96,000.00
Geotechnical Condition	80,000.00
Environmental Remediation	28,000.00
Demolition	0.00
Unusual Site Conditions/Other Site Work	145,000.00
Subtotal –Site Work (Hard Costs)	1,499,000.00

Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)

General Conditions	75,000.00
Builder's Overhead	75,000.00
Builder's Profit	75,000.00
Subtotal – General Conditions Builder's Overhead and Profit (Hard Costs)	225,000.00

General Development Costs (Soft Costs)

Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	5,000.00
Lottery	16,000.00
Commissions/Advertising–Affordable	60,000.00
Commissions/Advertising–Market	539,000.00
Model Unit	5,000.00
Closing Costs <i>(unit sales)</i>	72,000.00
Real Estate Taxes <i>(during construction)</i>	48,000.00
Utility Usage <i>(during construction)</i>	5,000.00
Insurance <i>(during construction)</i>	42,000.00
Security <i>(during construction)</i>	
Inspecting Engineer	5,000.00
Fees to Others	20,000.00
Construction Loan Interest	160,000.00
Fees to Construction Lender	12,000.00
Architectural	10,000.00
Engineering	85,000.00
Survey, Permits, Etc.	25,000.00
Clerk of the Works	50,000.00
Construction Manager	50,000.00

Item	Budgeted
General Development Costs (Soft Costs) - Continued	
Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	5,000.00
Legal	25,000.00
Title (<i>including title insurance</i>) and Recording	5,000.00
Accounting and Cost Certification (<i>incl. 40B</i>)	25,000.00
Relocation	0.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	5,000.00
40B Land Appraisal Cost (<i>as-is value</i>)	5,000.00
40B Final Approval Processing Fee	2,500.00
40B Subsidizing Agency Cost Certification Examination Fee	5,000.00
40B Monitoring Agent Fees	15,000.00
40B Surety Fees	0.00
Other Financing Fees	0.00
Development Consultant	10,000.00
Other Consultants (<i>describe</i>)	0.00
Other Consultants (<i>describe</i>)	0.00
Soft Cost Contingency	60,000.00
Other General Development (Soft) Costs	60,000.00
Subtotal - General Development Costs (Soft Costs)	1,434,000.00
Developer Overhead	
Developer Overhead	75,000.00
Subtotal - Developer Overhead	75,000.00
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

MARKET

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units					
Number of Units				12.00	6.00
Number of Sq. Ft				2,500	2,700
Sales Price				586,000	625,000
Condo / HOA Fee				240.00	240.00

AFFORDABLE

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units				6.00	
Number of Units					
Number of Sq. Ft				2,500	
Sales Price				200,000	
Condo / HOA Fee				240.00	

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



31 MARKET STREET IPSWICH, MA 01938
978.355.3110
firstipswich.com

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,

A handwritten signature in cursive script, appearing to read 'Lisa Brodeur'.

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 back up 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**
 Living Area Includes: Heat Zones: **2 Hot Water Baseboard, Oil** Parking Spaces: **4 Off-Street, Paved Driveway**
 Living Area Source: **Public Record** Cool Zones: **2 Central Air** Approx. Street Frontage:
 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

Room	Level	Size	Features
Living Room:	1		Fireplace, Flooring - Hardwood
Dining Room:	1		-
Kitchen:	1		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
Master Bedroom:	1		Bathroom - Full, Bathroom - Double Vanity/Sink, Closet - Walk-in, Flooring - Hardwood, Main Level, Remodeled
Bedroom 2:	1		Flooring - Hardwood
Bedroom 3:	2		Bathroom - Full, Flooring - Hardwood
Bath 1:	1		Bathroom - Full, Bathroom - Double Vanity/Sink, Bathroom - Tiled With Shower Stall, Bathroom - With Tub, Flooring - Stone/Ceramic Tile, Main Level, Jacuzzi / Whirlpool Soaking Tub
Bath 2:	2		Bathroom - Full, Bathroom - Tiled With Shower Stall, Flooring - Stone/Ceramic Tile
Bath 3:	1		Bathroom - Half
Laundry:	1		-
Mud Room:	1		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**
 UFFI: 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**

Handwritten initials

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 5: Not Done**
Water Utilities: **City/Town Water**
Waterfront: **No**

Tax: **\$4,371.99** Tax Year: **2018**
Book: **26692** Page: **49**
Cert:
Zoning Code: **AR4, AR40**
Map: Block: Lot:

Office/Agent Information

Listing Office: **Keller Williams Realty** (978) 475-2111
Listing Agent: **Vivien Marcus** (978) 994-3412
Team Member(s):
Sale Office: **Keller Williams Realty** (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.**

Compensation

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

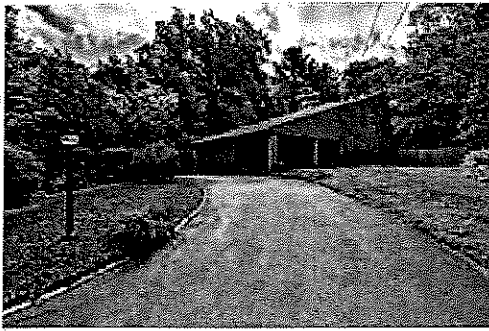
Firm Remarks

24 hour notice to show please!

Market Information

Listing Date: 6/27/2018	Listing Market Time: MLS# has been on for 186 day(s)
Days on Market: Property has been on the market for a total of 186 day(s)	Office Market Time: Office has listed this property for 186 day(s)
Expiration Date:	Cash Paid for Upgrades:
Original Price: \$749,900	Seller Concessions at Closing:
Off Market Date: 12/30/2018	Financing: Conv. Fixed
Sale Date: 2/28/2019	
Sale Price: \$659,000	
Offer Date: 12/23/2018	Days to Offer: 179

The information in this listing was gathered from third party sources including the seller and public records. MLS Property Information Network and its subscribers disclaim any and all representations or warranties as to the accuracy of this information. Content ©2019 MLS Property Information Network, Inc.



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**

List Price: **\$536,000**
 Sale Price: **\$507,000**

Total Rooms: **6**
 Bedrooms: **3**
 Bathrooms: **2f 0h**
 Master Bath: **Yes**
 Fireplaces: **1**

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**

Parking Spaces: **4 Off-Street**

Living Area Source: **Public Record**

Cool Zones: **1 Central Air**

Approx. Street Frontage:

Living Area Disclosures:

Disclosures:

Room Levels, Dimensions and Features

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

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:
 Facing Direction: **West**
 Home Own Assn: **No**
 Lead Paint: **None**
 UFFI: 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 #:
 Assessed: **\$441,800**
 Tax: **\$4,815** Tax Year: **2018**
 Book: **26777** Page: **188**
 Cert:
 Zoning Code: **res/ag**

Utility Connections: **for Electric Range, for Electric Dryer, Washer Hookup**

Map: Block: Lot:

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)

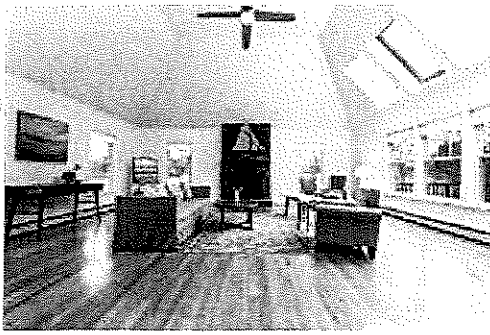
Office Market Time: Office has listed this property for **100** day(s)

Cash Paid for Upgrades:

Seller Concessions at Closing:

Financing: **Conv. Fixed**

The information in this listing was gathered from third party sources including the seller and public records, MLS Property Information Network and its subscribers disclaim any and all representations or warranties as to the accuracy of this information. Content ©2019 MLS Property Information Network, Inc.



MLS # 72449325 - Sold
Single Family - Detached

63 Green St
Newbury, MA 01951-1707
Essex County

Style: **Colonial**
 Color: **Blue**
 Grade School:
 Middle School:
 High School:
 Handicap Access/Features:
 Directions: **High Road Rt 113 to Hanover Street to Green Street**

List Price: **\$899,000**
 Sale Price: **\$855,000**

Total Rooms: **8**
 Bedrooms: **4**
 Bathrooms: **4f 0h**
 Master Bath: **Yes**
 Fireplaces: **1**

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** Parking Spaces: **8 Off-Street**
 Living Area Source: **Public Record** Cool Zones: **Central Air** Approx. Street Frontage:
 Living Area Disclosures: **Living area does not include finished basement**
 Disclosures: **Living area does not include lower level based on field card measurements. Line drawings are possible kitchen design.**

Room Levels, Dimensions and Features

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

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**
 Exterior Features: **Porch - Screened, Patio, Gutters, Storage Shed, Professional Landscaping, Sprinkler System, Fruit Trees, Garden Area, Stone Wall**
 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**
 UFFI: 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**

7/10

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: **Fruh 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**

The information in this listing was gathered from third party sources including the seller and public records. MLS Property Information Network and its subscribers disclaim any and all representations or warranties as to the accuracy of this information. Content ©2019 MLS Property Information Network, Inc.

Section 5.3

Subject Property	Comp Sale 1	Comp Sale 2	Comp Sale 3
Byfield Estates	18 Hay Street	77 South Street	63 Green Street

Proximity to Subject	5.7 miles	3.5 miles	5.2 miles
----------------------	-----------	-----------	-----------

Sales Price	\$ 675,000.00	\$ 507,000.00	\$ 855,000.00
-------------	---------------	---------------	---------------

Lot Area	10,000 sf	43,560	20,865	3 acres
----------	-----------	--------	--------	---------

Sales Price/sf	\$240	\$280	\$267	\$240
----------------	-------	-------	-------	-------

Date of Sale	2/28/2019	11/19/2018	3/29/2019
--------------	-----------	------------	-----------

Design	Colonial	Colonial	Contemporary	Colonial
--------	----------	----------	--------------	----------

Baths	2.5	2.5	2	2.5
-------	-----	-----	---	-----

Heat	High Eff. Heat Pump	Bseboard hot water	FHA	FHW
------	---------------------	--------------------	-----	-----

Energy Efficiency	Energy Star+++	Windows	No	Windows
-------------------	----------------	---------	----	---------

Bedrooms	3	3	3	4
----------	---	---	---	---

Kitchen	New, Gourmet	Renovated	Renovated	Renovated
---------	--------------	-----------	-----------	-----------

Flooring	Hardwood/carpet	Hardwood/carpet	Hardwood	Hardwood/carpet
----------	-----------------	-----------------	----------	-----------------

Counters	Granite	Granite	Granite	Granite
----------	---------	---------	---------	---------

Garage	2 car	2 car	2 car	3
--------	-------	-------	-------	---

Year Built	New	1950	1980	1996
Condition	Excellent	Renovated, good	Good	Good
Conclusions	property's price is well within range.			

**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

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		TTI Environmental, Inc.
Local Permitting		Deschenes & Farrell, P.C.
Financing Package		First Ipswich Bank
Construction Management	Applicant	Applicant
Other	N/A	N/A

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(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: _____

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

DESCHENES & FARRELL, P.C.

Attorneys at Law

515 Groton Road, Suite 204

Westford, MA 01886

(978) 496-1177

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, and 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).

Development Team

Members:

Walter K. Eriksen

Project Name:	Maple Ridge Estates	Granite Post Estates	Tyngsboro Crossing	SugarMaple Lane
Community/Address	Maple Ridge Tyngsboro	Concord	Tyngsboro	Tyngsboro
Housing Type	Single Family	Single Family	Single Family	Single Family
Number of Units	52 Units	8 Units	28 Units	28 Units
Total Dev. Costs	>10 million	>10 million	>10 million	>10 million
Yr Completed	on going	2019	on going	on going
Specific Role	Developer	General Contractor	Developer	Developer
Construction Lender	Lowell Five		Lowell Five	Lowell Five
Contact Name:	Dave Clapp			Justin McCarthy
Phone Number:	978-441-6422			978-

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 ect.) 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/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.

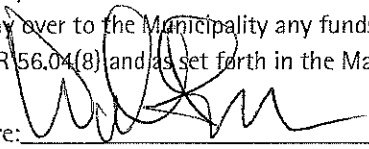
I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory 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(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

6.4 List of Applicant
Entities

DESCHENES & FARRELL, P.C.

Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Lorah Farrell
*Melissa E. Robbins**

**Admitted in MA and NH*

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



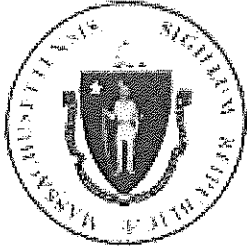
Melissa E. Robbins

MER/tmg

Attachment

Patricia/Affordable Housing/Eriksen Newbury 40B

Exhibit A



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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)

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: 92 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 I N, AND OWNERSHIP AND DEVELOPMENT OF, REAL ESTATE AND INTERESTS THEREIN, INCL UDING 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 THERET O 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 LYBERTY 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:

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code

MANAGER

WALTER K. ERIKSEN

92 MIDDLESEX ROAD
TYNGSBORO, MA 01879 USA

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.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

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:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	WALTER K. ERIKSEN	92 MIDDLESEX ROAD TYNGSBORO, MA 01879 USA

9. Additional matters:

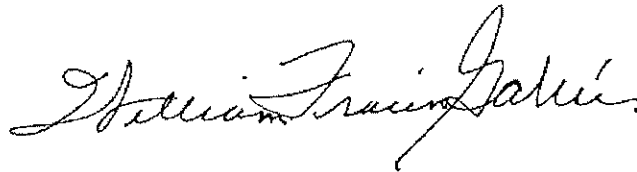
SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of April, 2019,
WALTER K. ERIKSEN

(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

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Corporations Division

Business Entity results

Number of records: 37

Number of pages: 2

[Print results](#)

<u>Name</u>	<u>Position</u>	<u>Individual's Address</u>	<u>Entity Name</u>	<u>ID No.</u>	<u>Old ID No.</u>
ERIKSEN, WALTER K.	PRESIDENT	262 WESTFORD RD., TYNGSBORO, MA USA 262 WESTFORD RD., TYNGSBORO, MA USA	AMERICAN DREAMS, INC.	043200608	000431557
ERIKSEN, WALTER K.	TREASURER	262 WESTFORD RD., TYNGSBORO, MA USA 262 WESTFORD RD., TYNGSBORO, MA USA	AMERICAN DREAMS, INC.	043200608	000431557
ERIKSEN, WALTER K.	TREASURER	68 REGATE RD., TYNGSBORO, MA USA 68 REGATE RD., TYNGSBORO, MA USA	HISTORIC RENOVATIONS, INC.	000190684	
ERIKSEN, WALTER K.	PRESIDENT	68 REGATE RD., TYNGSBORO, MA USA 68 REGATE RD., TYNGSBORO, MA USA	HISTORIC RENOVATIONS, INC.	000190684	
ERIKSEN, WALTER K.	SECRETARY	68 REGATE RD., TYNGSBORO, MA USA 68 REGATE RD., TYNGSBORO, MA USA	HISTORIC RENOVATIONS, INC.	000190684	
ERIKSEN, WALTER K.	MANAGER		CRICKET LANE, LLC	001376785	
			CRICKET LANE, LLC	001376785	

ERIKSEN , WALTER K.	REAL PROPERTY			
ERIKSEN , WALTER K.	MANAGER		FARWELL ROAD LLC	001180509
ERIKSEN , WALTER K.	REAL PROPERTY		FARWELL ROAD LLC	001180509
ERIKSEN , WALTER K.	PRESIDENT	262 WESTFORD ST. TYNGSBORO, MA 01879 USA	MAPLE RIDGE REAL ESTATE DEVELOPMENT, CORP.	000808078
ERIKSEN , WALTER K.	PRESIDENT	262 WESTFORD ST. TYNGSBORO, MA 01879 USA	MASSAPOAG REAL ESTATE DEVELOPMENT, CORP.	000808231
ERIKSEN , WALTER K.	MANAGER		MAX MANAGEMENT LLC	001211283
ERIKSEN , WALTER K.	SOC SIGNATORY		MERRIMAC MAPLE CONSTRUTION, LLC	000894422
ERIKSEN , WALTER K.	MANAGER		MERRIMAC MAPLE CONSTRUTION, LLC	000894422
ERIKSEN , WALTER K.	MANAGER		POWERS ROAD DEVELOPMENT LLC	001242715
ERIKSEN , WALTER K.	REAL PROPERTY		POWERS ROAD DEVELOPMENT LLC	001242715
ERIKSEN , WALTER K.	REAL PROPERTY		PROGRESS PROPERTIES, LLC	043455829 000642285
ERIKSEN , WALTER K.	MANAGER		PROGRESS PROPERTIES, LLC	043455829 000642285
ERIKSEN , WALTER K.	REAL PROPERTY		SE PROPERTIES, LLC	000894416
ERIKSEN , WALTER K.	MANAGER		SE PROPERTIES, LLC	000894416
ERIKSEN , WALTER K.	MANAGER		SE PROPERTIES, LLC	000894416
ERIKSEN , WALTER K.	SOC SIGNATORY		SE PROPERTIES, LLC	000894416
ERIKSEN , WALTER K.	MANAGER		TCT PROPERTIES, LLC	043446042 000638514
ERIKSEN , WALTER K.	SOC SIGNATORY		TCT PROPERTIES, LLC	043446042 000638514
ERIKSEN , WALTER K.	REAL PROPERTY		TCT PROPERTIES, LLC	043446042 000638514



**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: 2500
(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)

b. Unit Fee: 1200
(Limited Dividend Sponsor \$50 per unit, Non-Profit or Public Agency Sponsor \$30 per unit)

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 DHCD
- 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

Cricket Lane Development LLC
92 Middlesex Road
Tyngsborough Ma 01879

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

DESCHENES & FARRELL, P.C.

Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Lorah Farrell
*Melissa E. Robbins**

**Admitted in MA and NH*

July 1, 2019

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

Cricket Lane Development LLC
92 Middlesex Road
Tyngsborough Ma 01879

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

WALTER K ERIKSEN JR
262 WESTFORD RD
TYNGSBORO, MA 01879-2516

03-14

673

54-7/114
54

7/2/19

Date

Pay to the
Order of

Mass Hosing

\$ 2500.00

Two thousand five hundred

Dollars



Photo
Safe
Deposit
Details on back



Bank

America's Most Convenient Bank®

Walter K Eriksen Jr

For

MP

⑆01140007⑆ 8251765192⑈ 0673

Section 7.5

WALTER K ERIKSEN JR
262 WESTFORD RD
TYNGSBORO, MA 01879-2516

03-14

7/2/19

674
54-7/114
54

Date

Pay to the
Order of

Mass Housing Partnership
Three thousand seven hundred

\$ 3700.00

Dollars

Photo
Safe
Deposit™
Details on back



Bank

America's Most Convenient Bank®

[Handwritten Signature]

For

⑆01140007⑆ 8251765192⑈ 0674

Section 7.6



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Address ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 83-4248794

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.

[Continue >>](#)

Help Topics

[Can the EIN be used before the confirmation letter is received?](#)

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 Applicant's Certification
- 6.4 List of Applicant Entities