The Village at Cricket Lane
55 Rear Pearson Drive
Newbury, MA

COMPREHENSIVE PERMIT APPLICATION
(24 Units of Home Ownership)

Submitted To:

Newbury Zoning Board of Appeals
February, 2020

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

Attorney Melissa E. Robbins
Deschenes & Farrell, P.C.
515 Groton Road, Suite 204
Westford, MA 01886
February 12, 2020

Newbury Zoning Board of Appeals  
12 Kent Way  
Byfield, MA 01922

RE:  55 Rear Pearson Drive – Comprehensive Permit Application

Dear Members of the Board,

This office represents Cricket Lane Development, LLC, Walter Eriksen, Manager, regarding the above referenced property. Cricket Lane Development, LLC received a Project Eligibility Letter, pursuant to Massachusetts General Laws Chapter 40B, from MassHousing on December 12, 2019, for a proposed development located on a 15 +/- acre site at 55 Rear Pearson Drive.

The proposed development will consist of twenty-four (24) single-family detached homeownership units situated in the historical section of Byfield. Eighteen (18) of the units be sold at market rate and six (6) of the units will be sold as affordable units to those who earn 80% or less of the area median family income and will be counted on the Town of Newbury’s affordable housing inventory.

Enclosed please find the application, filing fees and required documents as per the Town of Newbury’s application requirements. Please let me know if you require any further information. We look forward to formally presenting this application to the Zoning Board of Appeals.

Thank you for your time and attention to this matter.

Very Truly Yours,

Melissa E. Robbins
1. OVERVIEW

The Village at Cricket Lane, located at 55 Rear Pearson Drive in Newbury, Massachusetts, is a proposed Development on approximately 15 acres of land, which will consist of twenty-four (24) single family detached homeownership units situated in historical Byfield section of Newbury, Massachusetts (the "Development"). The Development consists of six (6) affordable units as well as eighteen (18) market rate units. The affordable units consist of five (5) 3-bedroom units and one (1) 4-bedroom unit. The market rate units consist of twelve (12) 3-bedroom units and six (6) 4-bedroom units. The statute requires that a minimum of 25% of the units be made affordable to families whose income is at or below 80% of the median family income, adjusted for household size for the designated United States Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) Area, as determined by the Massachusetts Department of Housing and Community Development (DHCD).

Figure 1 – Locus Map

2. MASSHOUSING

A copy of MassHousing's corporate information is provided as Exhibit A. The Program, administered by MassHousing and funded through the New England Fund ("NEF") Program of the Federal Home Loan Bank of Boston, is the lending program for the Development. The Program overview is included as Exhibit B.
MassHousing will serve as the Project Administrator. A copy of the Project Eligibility Application is attached as Exhibit C. MassHousing granted a Project Eligibility (Site Approval) Letter dated December 12, 2019. A copy of the Project Eligibility Letter is attached as Exhibit D.

Application of the Program requirements to the Development is proposed as follows:

A. The Applicant will offer a minimum of 25% of the units for sale to households earning no more than 80% of the area median income, adjusted for household size, as published by HUD. The most recent HUD income limits indicate that 80% of the current median family income for a 4-person household for Newbury is $89,200.00.

B. An Affordable Housing Restriction ensuring the units remain affordable to future buyers in perpetuity will govern the affordable units. See Exhibit D for the Affordable Housing Restriction.

C. The Applicant is a limited dividend organization and has agreed to limit the profit on the development in conformance with the regulations. A copy of the projected Proforma is attached hereto as Exhibit E.

D. The Applicant will comply with the Land Value Policy described in section IV (B) (1) of the Comprehensive Permit Guidelines issued by the DHCD and, if applicable, MassHousing’s Acquisition Value Policy. The maximum permissible acquisition value that can be included in the Development Budget approved at Final Approval and at the time of Cost Examination/Cost Certification, for limited dividend purposes is the "As Is" value (determined by the MassHousing commissioned independent appraisal) of $790,000.00 plus reasonable and verifiable carrying costs (where permitted by the Guidelines) from the date of the Site Approval application.

E. The Applicant will enter into a Regulatory Agreement with MassHousing in the form for the applicable program, ensuring compliance with the requirements of the Comprehensive Permit Rules and the Program. The legal description of the Site attached to the Regulatory Agreement will be recordable. See Exhibit G for the Regulatory Agreement.

F. In order to satisfy the Program requirements, financing for the Development will originate from the subsidizing lender currently proposed to be First Ipswich Bank, which is a member of the Federal Home Loan Bank of Boston (FHLBB). A minimum of 25% of the construction costs will be obtained from the NEF Program. Evidence of form commitment for financing for the Development will be provided during the request to MassHousing for Final Approval. The Regulatory Agreement will provide that any transfer of all or a portion of the NEF lender's interest (including participation or sale of servicing rights) during the entire term of the construction financing will be subject to the approval of the Subsidizing Agency.

G. The Development will comply with the Commonwealth’s Sustainable Development Principles embraced by DHCD.

3. THE PREMISES

Existing Conditions
The project site is located at 55 Rear Pearson Drive in Newbury (Byfield), Massachusetts. According to the Town of Newbury, the parcel is shown on Assessors Map 20 as Lot 75. The parcel is owned by Byfield Estates, LLC and is currently under contract to Walter Eriksen. The site consists of 656,984 square feet (15.08 ac. +/-) of land. The site is located within the Agricultural-Residential (R-AG) zoning district. The entire site consists of woodlands containing trees and shrubs such as oaks, hickory, black cherry, white pine, pitch pine, red maple, eastern red cedar, aspen, birch, dogwoods, highbush blueberry, and viburnums. The site also contains wetland areas which are located along the site’s southeastern and northern boundaries. The parcel abuts undeveloped woodlands and the Martin
H. Burns Wildlife Management Area (WMA) along its northern and eastern boundaries. The remainder of the parcel abuts residential properties along the southern and western boundaries. The existing terrain is variably sloped, hilly, and rocky. The flattest terrain (5%-6%) exists within the northern regions of the parcel and much steeper terrain (>20%) exists within the southeastern regions of the parcel. The highest elevation on the site exists in the middle of the property and is approximately 78 feet (NAD 1988) and the lowest elevation on the site exists along the southeast side and is 48 feet (NAD 1988). Rock outcroppings are visible throughout the site as well. The majority of the site is covered with pervious woodland ground cover and well drained soils consisting of a mixture of sandy loam. Stormwater runoff flows off in all directions within the site and into the surrounding wetland areas.

*Figure 2 Existing Conditions*

The topography of the site is gently rolling with the highpoint in the middle of the site. The northerly half slopes to west and the southerly half slopes towards the easterly side of the property. The undeveloped site consists of mostly oaks, mature pines and maple trees.

The Natural Resources Conservation Service (NRCS) Soil survey of Middlesex County, Massachusetts defines the soils on the Development site as Canton Fine Sandy Loam with areas of Maybid Silt Loam within the wetlands. Canton Soils are classified by the Soil Conservation Service as hydrological soil group “B”. Exhibit H contains a soil report generated using the NRCS website containing soil definitions for the soils within the analyzed area.

Subsurface testing was performed on the site under the supervision of the Newbury Board of Health in November 2015 and December 2017. The tests were performed to determine the suitability of the
soil for an onsite sewage disposal system. The tests revealed that the soils consist of a mixture of sand and gravel with groundwater observed at depths ranging from 18” to 48” below grade.

A plan showing the existing site conditions and the surrounding areas is included in the Site Plans. See Exhibit J for Site Plans.

The Premises is largely buildable, and by providing a “cluster” subdivision we are able to provide 74% of the land area as open space.

The site contains resource areas as defined by 310 CMR 10.00 which include bordering vegetated wetlands and land subject to flooding. No rivers as defined in 310 CMR 10.00 exist on or within 200 feet of the site.

No portion of the property is located in a flood plain as shown on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), Community Panel 25017C0227E, effective date June 4, 2010.

No portion of the site is located in a Natural Heritage Endangered Species Program (NHESP) Estimated Habitat of Rare Wildlife as shown on the Natural Heritage Atlas dated April 2006. The sit does have one certified vernal pool which straddles the northwest boundary of the site.

There are no Water Resource Areas or Areas of Critical Environmental Concern on the property.

4. THE DEVELOPMENT

The proposed building layout will consist of twenty-four (24) single family homes. See Exhibit J and Figure 4 below for Site Plans. The buildings are all two-stories with small porches, constructed with typical New England style materials, with Hardiplank or equivalent clapboard siding with shingle accents. The proposed exterior materials and architecture are designed to fit into the rural nature of the property, and feature porches and a two-car garage for each unit. The height and footprint of the buildings are typical of the single-family homes in the existing neighborhood. See Exhibit L for Architectural Plans. The buildings will vary in color schemes and basic façade design to produce a more natural and welcoming “village” feel. Architectural shingles and double hung energy efficient windows will be used throughout. Elements such as the porches and walkways are integrated throughout the Development to encourage a community feel within the overall Development.

All of the homes will be extremely energy efficient and we will have a very low carbon footprint. We will utilize energy efficient windows, walls that are insulated with blown in fiberglass in place of batts, energy efficient appliances and hot water heaters. In addition, every home will be equipped with some solar panels to further enhance our “green” development and increase the energy efficiency of the homes.
Figure-3 Site Plan

Figure-4 Building Elevations
Figure-5 Open Space Summary

<table>
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<tr>
<th>Parcel</th>
<th>Area</th>
<th>Wetland</th>
<th>% Usable Upland</th>
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<tr>
<td>Development Area</td>
<td>3.91 Acres</td>
<td>0</td>
<td>100%</td>
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<tr>
<td>Open Space Area</td>
<td>6.35 Acres</td>
<td>1.91 Acres</td>
<td>70%</td>
</tr>
<tr>
<td>Land to Mass Wildlife</td>
<td>4.82 Acres</td>
<td>3.40 Acres</td>
<td>29%</td>
</tr>
<tr>
<td>Total Parcel</td>
<td>15.08 Acres</td>
<td>5.31 Acres</td>
<td>65%</td>
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</table>

The Development has been designed to encourage the preservation of open land and develop housing for median income families. 25% of the housing in this Development would be made available for low to median income families. The homes in the Development have been designed to be set back 10' from the property lines providing a natural tree buffer between the units and adjacent properties.

With this Development, 11.17 Acres of the tract would be preserved as open space, or 74% of the total site. The developer is proposing to give 4.82 acres of open space on the east side of the proposed Development to the Massachusetts Division of Fisheries and Wildlife to become part of the Martin Burns Reservation. The remaining land will be retained by the association that will be maintained as part of the Development.

The open space had been designed to allow for significant passive recreation. The field will provide for a small soccer field, benches and a swing set. Additionally, a trail will be provided to allow for access from the main road of the Development to the bordering open space in the Martin Burns Reservation. Parking spaces will be provided along this area, and the amenities, as well as the open space areas and trails, will be open to the public which will create new amenities not only for the Development itself, but also for the neighborhood. See Exhibit K for Open Space Connection Plan.

Figure-6 Zoning Summary (Chart)

<table>
<thead>
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<th>ZONING TABLE</th>
</tr>
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<tbody>
<tr>
<td>CHAPTER 97 ZONING BYLAW</td>
</tr>
<tr>
<td>RESIDENTIAL AGRICULTURAL DISTRICT</td>
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<table>
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<tr>
<th>AREA</th>
<th>FRONTAGE</th>
<th>SIDE LINE SETBACK</th>
<th>FRONT SETBACK</th>
<th>LOT COVERAGE</th>
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<tr>
<td>REQUIRED</td>
<td>40,000 SF</td>
<td>125 FT</td>
<td>10 FT</td>
<td>N/A</td>
<td>35 FT</td>
</tr>
<tr>
<td>PROVIDED</td>
<td>656,884 SF</td>
<td>0*</td>
<td>10 FT</td>
<td>N/A</td>
<td>&lt; 35 FT</td>
</tr>
</tbody>
</table>

* Frontage and access provided within an easement over the property at 55 Pearson Drive
Site utilities will include municipal water service, a shared septic system with subsurface disposal and a closed drainage system to capture surface runoff. An infiltration system is proposed and is sized to handle the additional flow from the proposed impervious areas. Drainage calculations have been prepared and are provided under a separate cover. Please see Exhibit M for Stormwater Design Narrative.

Parking for 102 cars is proposed to be provided on-site. All of the units will have two car garages with the ability to park an additional two cars in the driveway. Six visitor parking spaces are also provided near the park area. Additionally, the parking configuration provides an emergency-response vehicle turn area.

All units will comply in full with State Building code and any State Environmental Regulations, and with all applicable local codes, ordinances and by-laws (except as waived by the Zoning Board of Appeals).

A. Utilities

Water
Water exists on Pearson Road and will be extended into the Development with no significant impact on existing service anticipated. Flow tests indicate there is sufficient volume and pressure to provide potable water and fire protection. Water Flow Tests are attached hereto as Exhibit 1.

Electric/Telephone/Cable
Electric, telephone and cable exist on Pearson Road and will be extended into the Development with no significant impact on existing service anticipated.

Sanitary Waste
The sanitary waste will be handled by a sewer collection system in the street and using a shared septic system.

B. Construction

It is estimated that construction would commence within 30 days of the final approvals and a completion date would be market driven. Initially, however, the roadway, drainage and utilities will be installed for the entire Development to serve the project. The Development sequence would include building the infrastructure (pavement, utilities, drainage and grading) first and then constructing the individual units. The market rate units would be sold as they are completed, and the affordable units would be sold in accordance with the DHCD guidelines.

5. NARRATIVE STATEMENT OF DEVELOPMENT IMPACTS

General

A. Traffic/Access

The proposed Development will utilize the existing curb cut while constructing a new 22-foot wide paved single access driveway. The driveway will provide access for all of the units from Cricket Lane and will remain privately owned by the future Homeowner’s Association. The access drive will be approximately 880 feet long and will include a cul-de-sac for emergency vehicles.
The net increase in traffic on Pearson Road will be generated by the 24 additional homes in the Development. Based on the Institute of Transportation Engineers Trip Generation 7th Edition manual, the average trips per day per dwelling unit 11.8. Therefore, a total of 283 vehicle trips per day are expected as a result of this Development. Given the existing characteristics of Pearson Drive and the surrounding area, this increase in traffic volume is not expected to have a significant impact on Pearson Drive and its intersection with Orchard Street. Please see attached Traffic Assessment Memorandum for more detail attached herewith as Exhibit S.

B. Historical
No historic structures or resources are proposed to be impacted with the proposed Development.

C. Open Space
As proposed, when completed, the Development will provide 74% of the Site as open space, preserving as much natural vegetation as possible. A tabulation of proposed buildings and summary of land use percentages is shown in Figures 5 and 6 above. A good percentage of the open space will provide a natural buffer between the dwellings and the dwellings on Pearson Drive.

Within the Open Space new amenities will be provided for the benefit of the future owners and the Public.

D. Wetlands
A small amount of bordering vegetated wetlands exists along the northwest portion of the site. Approximately 1,750 square feet of wetlands will have to be filled for the construction of Cricket Lane. To compensate for this filling, which is allowed under a limited project, we will be replicating approximately 3,300 square feet in the same general location. The Development will require the filing of a Notice of Intent with the Newbury Conservation Commission under the Massachusetts Wetland Protection Act. It should be noted that the Newbury Conservation Commission has approved the wetlands boundary with the Order of Resource Delineation, File # 05-1295 on August 29, 2019.

E. Stormwater
Stormwater management for this Development has been designed in compliance with the Stormwater Management Standards as outlined in 310 CMR 10.05(6)(k) through (q) and defined in detail in the DEP’s Stormwater Management Handbook. The system incorporates Best Management Practices.
(BMPs). The Development has been designed to minimize impacts on nearby resource areas from both the construction and post-construction of the proposed Development. See Exhibit M for Stormwater Design Narrative.

A closed drainage system will collect stormwater runoff from designated areas and discharge it to a subsurface detention system. The drainage system will provide water quality treatment, recharge, and detention of runoff generated from paved areas. The drainage system has been designed to treat rainfall events up to and including the 100-year storm event.

Municipal Services

A. Public Safety
The Development will be serviced by the Town of Newbury Police and Fire Departments.

Construction Impacts

A. Noise
As designed the proposed Development will not result in or generate any excessive amount of noise during the construction process. The Development will be regulated during construction by final permit conditions that limit hours of construction and noise pollution.

B. Dust
As designed the proposed Development will not result in or generate any excessive amount of dust during the construction process. The Development will be regulated during construction by final permit conditions that limit construction access and dust pollution.

C. Erosion/Siltation
To help control runoff during construction, erosion and sediment control measures have been provided. Additionally, a storm water management system maintenance schedule will be provided for use during and after construction. The proposed Development has been designed in accordance with the DEP Stormwater Management Handbook. All drainage calculations and a more detailed description of the proposed stormwater management system are included in the Stormwater Management Report which is under separate cover.

D. Potential Releases
The developer will be required to adhere to all State and local safety standards during construction.

6. REQUESTED WAIVERS

As part of this application, the Developer is requesting exceptions from the Town of Newbury Zoning and non-Zoning Bylaws. The requested waivers are attached as Exhibit N.

7. OWNER/ APPLICANT

The developer is the owner and applicant for this Development. A copy of the deed for the property is attached as Exhibit O. Information regarding the applicant is attached hereto as Exhibit P.
8. DEVELOPMENT FINANCING

As previously discussed, the Development will be funded through the Federal Home Loan Bank of Boston's New England Fund Program with MassHousing as Project Administrator.

9. SUMMARY

The proposed Development "The Village at Cricket Lane" will help to increase the Town of Newbury affordable housing inventory and to help them reach their 10% requirement. The Developer is committed to working with the Town to develop a Development that is consistent with the character of Town of Newbury. The Development will be designed and developed to be consistent with the surrounding residential area.

The Town is required to provide affordable home ownership for its citizens and this Development will accomplish this goal with new construction residential housing. In addition, unlike many affordable Developments, this will be a "Homeownership" Development.

Please see Exhibit Q for Abutter's List and Exhibit R for a breakdown of filing fees.
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Exhibit A

MassHousing Corporate Information
Our Mission, Values and Leadership Model

MassHousing will confront the housing challenges facing the Commonwealth to improve the lives of its people.

MassHousing will achieve its mission and its business goals through

- Investment in staff development and continuous organizational improvement;
- Innovation and agility in the delivery of responsible lending products, housing opportunities and services; and
- An intense focus on the needs of our customers and the people and communities we serve.

Our Values

The following Values guide the culture of MassHousing into the future:

- Integrity
- Excellence
- Collaboration
- Respect
- Accountability
- Service

Our Leadership Model

MassHousing is committed to fostering an entrepreneurial mindset that focuses on investing in our people, innovation, strategic decision-making and risk management. Our active management model helps us

- Mobilize our teams in Pursuit of the Agency's Vision
- Expect and inspire Excellence throughout our organization
- Create a Learning Culture that is data driven.
Agency Backgrounder

MassHousing is an independent public authority that provides financing for the construction and preservation of affordable rental housing, and for affordable first and second mortgages for homebuyers and homeowners.

How We Finance Affordable Housing Loans

MassHousing was created to be self-sustaining. We do not use taxpayer dollars to fund our programs, but sell bonds on Wall Street to raise capital. We then use the proceeds from the bond sales to lend to eligible borrowers at affordable rates and terms. Investors in MassHousing bonds receive a return on their investment that is supported by the monthly mortgage payments made by our borrowers.

Our Business Structure

MassHousing's organization allows the Agency to quickly respond to changes and opportunities in the marketplace and to the needs of our many customers.

Home Ownership

Our homeownership mission is twofold: to provide people with modest incomes with access to affordable mortgage loans and to make sure they can afford their loan for the long-term. MassHousing makes only fixed rate loans, with no adjustable rates, hidden fees or other surprises. Borrowers must fully document their employment and income, must have good credit and in most cases must receive homebuyer counseling. Buyers must meet additional program requirements including income limits.

MassHousing is a wholesale, not a retail lender. We do not operate branch offices nor do we employ loan officers. Instead, we contract with more than 150 local lenders across Massachusetts to "originate" our loans. These lenders work with homebuyers all the way through the mortgage origination process. Once a borrower has been approved for a MassHousing loan, MassHousing purchases the loan from the lender and borrowers make their monthly payments to MassHousing.

MassHousing also provides affordable second mortgage loans to help people remove lead paint, upgrade septic systems or make general, non-luxury improvements that will keep the home well-maintained.

We are committed to helping our borrowers stay in their homes for as long as possible. Through our in-house servicing staff, we patiently work with borrowers who may have difficulty keeping up with their monthly payments, making every effort to help these homeowners develop alternative payment plans in order to avoid missing payments or going into foreclosure. We pride ourselves on the fact that our delinquency and foreclosure rates are consistently lower than those of conventional lenders.

Learn more at www.masshousing.com/homeownership.

Rental Housing Programs

MassHousing’s second core mission is to provide financing for affordable rental housing. To accomplish this, MassHousing sells bonds and lends money to real estate developers who agree to build apartments where at least 20% of the units are affordable to lower-income residents. We also make refinancing loans to the owners of existing apartment communities who agree to keep their affordable units affordable for the long term. Thus, private developers and apartment owners have an incentive to build and maintain affordable rental housing: in exchange for keeping certain units affordable, borrowers receive below-market interest rates.

Multifamily housing developers and owners come to MassHousing for a variety of financing needs, such as construction loans, bridge loans, low-income housing tax credits and permanent financing with low interest rates and loan terms of up to 40-years. MassHousing staff has decades of experience with all kinds of state and federal subsidy programs and the regulations that govern subsidized housing. This allows us to structure loans to serve nearly every conceivable property type in every region of Massachusetts.

Our goal is to finance well-built, attractive rental housing that serves the local community. In the underwriting process, we thoroughly examine the proposed site and design of the housing, the creditworthiness and experience of the developer/borrower, and the feasibility and long-term sustainability of the project. We require developers of new housing to incorporate environmentally sound "green" technologies.

For existing rental communities with affordable units, we work with borrowers to develop creative refinancing options that preserve long-term affordability for residents and also provide funding for upgrades to the properties.
MassHousing takes a proactive approach to overseeing its rental housing portfolio, which includes more than 100,000 apartments. Our staff conducts thorough annual reviews of the physical and financial condition of each of the more than 500 MassHousing-financed rental housing developments. We also oversee millions of dollars of state and federal subsidies that support these apartments. The goal of this extensive oversight is to ensure that these properties remain viable and well-maintained for the long-term.

Unlike other commercial lenders, we take a proactive approach to fostering strong communities among the people who live in the housing we finance. We facilitate educational programs and activities for residents. We also offer a wealth of trainings, workshops and conferences for the property managers that handle the day-to-day operations.

Learn more at www.masshousingrental.com.

Planning & Programs/Chapter 40B

MassHousing is one of several state entities authorized to provide site approval/project eligibility, final approval and cost certification for both rental and homeownership housing proposals made under Chapter 40B, the state’s affordable housing law. We work with developers, town residents and municipal officials to make certain that all opinions are heard and to encourage new housing that best serves the community. It should be noted that MassHousing does not finance every housing development for which it provides initial approval. Developers often secure financing from other sources for these projects.

Our Commitment to Minority- and Women-Owned Businesses

MassHousing is committed to increasing economic opportunities for minority- and women-owned businesses (MBEs and WBEs) in Massachusetts. We work with housing developers, general contractors and property managers to set goals for utilizing MBEs and WBEs at the properties we finance and oversee. We also help MBEs and WBEs access contracts and subcontracts through an online directory of businesses and open contracts. Additionally, we sponsor trade fairs and mentoring programs, promote equal access to housing and foster our own hiring and procurement practices that facilitate opportunities for minorities and women.

Learn more about the work of our Diversity & Inclusion Division.

Nondiscrimination Statement

MassHousing does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, gender identity, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability in the access or admission to its programs or employment, or in its programs' activities, functions or services. The following persons are responsible for coordinating compliance with applicable nondiscrimination requirements:

- Myra Carmona, Vice President of Talent & Culture
- Colin McNiece, General Counsel
- Andrea J. Leing, Director of Diversity & Inclusion
MassHousing’s Mission & Vision

Mission

MassHousing will increase affordable housing options for Massachusetts residents by being the leading provider of responsible lending resources to address the underserved housing needs of low- and moderate-income residents and communities.

Vision

MassHousing will be recognized nationally for excellence in execution and advocacy of policies and programs that advance its mission and vision through collaboration and engagement with like-minded partners. MassHousing will earn this leadership distinction because of its community impact, program and product innovation, ability to deliver assistance and resources in a timely manner and demonstration of continuous operational improvement.

Consistent with MassHousing’s enabling statute, the resources and talents of this high-performing organization will be directed toward making responsible and sustainable capital investments on a dependable basis that provide the greatest benefit for Massachusetts residents in need of affordable housing. MassHousing will prioritize investment in communities and neighborhoods with the greatest housing need that are underserved by conventional markets and in communities where its funding can leverage other public and private economic development opportunities. MassHousing will accomplish these important activities in a self-sustaining manner, without government appropriations.

MassHousing will be known for its willingness to tackle the most difficult housing needs, including financing for complicated large-scale developments and difficult-to-finance small-scale projects. In addition, MassHousing will work to preserve existing affordable housing, meet the financing needs of first-time homebuyers and existing homeowners, and finance housing for people with very low incomes and housing for special needs populations. MassHousing will work to further improve the quality of life for residents by supporting its properties and tenants through training and other service programming. MassHousing will also be known among its peers for using its resources to create economic opportunities for minority and women-owned businesses that are focused on the affordable housing sector.

To achieve this vision, MassHousing will collaborate with a broad coalition of public, private and non-profit partners. MassHousing will facilitate these partnerships through efficient and responsive administration of public funds and programs. While continually striving to break down financing and administrative barriers that impede housing creation and preservation, MassHousing will remain committed to operating with the highest ethical standards and sound financial management principles.

MassHousing’s ultimate success will rest on the skills and talents of its exceptional staff. To this end, it is committed to retaining, developing, and recruiting a talented and diverse team of employees dedicated to MassHousing’s public mission.

As MassHousing pursues this vision for the future it will do so with a commitment...
to transparency in all of its operations, investments and policies. This will be achieved through ongoing dialog with housing partners and stakeholders and regular public reporting of financial and program performance and progress against its strategic goals and objectives.
Exhibit B

Program Overview
Application for Comprehensive Permit Site Approval
for MassHousing and New England Fund Programs

Outline of Steps Involved in the Comprehensive Permit Process

Application and Review Process
1. Developer contacts local officials and Local Housing Partnership, if applicable, to discuss development and seek initial reaction to the plan being proposed. This is often an informal process of review and comment.

2. MassHousing receives a Site Approval Application from the developer of the project identifying the specific MassHousing and/or NEF financing program to be utilized. MassHousing staff then conducts an initial review of the application to determine whether it is complete and generally consistent with guidelines of the specific MassHousing and/or NEF program. If the application is found to be incomplete or inconsistent with the MassHousing and/or NEF program, the application is rejected and returned to the developer with a full explanation.

3. If consistent with the specific MassHousing program, comments are solicited from the local Chief Elected Official or City/Town Manager to gauge the level of support, receive feedback on the proposal, and confirm that the developer has made contact with the community prior to submitting its Site Approval Application. The community has thirty (30) days to respond in writing to MassHousing regarding the proposal. At this stage, the community often solicits comments from its planning board, local housing authority, public safety officials, local housing partnership and other relevant municipal officials. A formal public hearing is not required.

4. During this phase, MassHousing conducts its own evaluation of the development site, project and design. This includes a determination that the applicant has sufficient legal interest in the site and that the project appears financially feasible, based on the housing market in which it is proposed and the estimated financing sources, development costs and rents provided by the applicant. As part of its review, MassHousing will also conduct an on-site inspection of the site to determine whether the proposed housing design is generally appropriate for the site.

5. At the end of this period, an evaluation report is compiled and other comments collected from the various groups identified above. Based on these comments, a Site Approval Determination Letter is issued by MassHousing that approves, conditionally approves, or rejects the application. If the site application is rejected, the developer cannot proceed further with the Comprehensive Permit application with the locality.

6. If approved, or conditionally approved, the developer submits an application for a Comprehensive Permit to the local Zoning Board of Appeals (ZBA) along with other materials required by law.
7. Within the required time frame, the local ZBA schedules a public hearing (giving proper notice to area residents) and comments are solicited as to development concerns relating to the proposed development. Contact either the local ZBA, or the State Housing Appeals Committee (c/o the State’s Department of Housing and Community Development) for further details of the process.

8. At the conclusion of this hearing process -- which often lasts for several meetings -- the local ZBA issues its determination as to whether the project will be granted a final Comprehensive Permit. If it is granted, the project can go forward (assuming that the developer secures appropriate financing for the project).

9. Upon receipt of a final Comprehensive Permit, the developer must submit an application for Final Approval from MassHousing (See Site Approval and Final Approval Checklists on MassHousing’s website under the Chapter 40B Site Approval Application section). This process is required for developments approved under a MassHousing Program and/or the NEF Program to ensure that the project approved under the Comprehensive Permit is consistent with the proposal approved under MassHousing’s original Site Approval.

**NOTE:** In accordance with the Code of Massachusetts Regulations (760 CMR 31.00) governing the Site Approval process, no local permits (including building permits) can be issued for a MassHousing Site Approval development until Final Approval has been obtained from MassHousing.

**Appeals Process**
(Note: The following summary is provided for general informational purposes only. Applicants should seek the assistance of legal counsel for review of MGL c. 40B §§20–23, 760 CMR 30.00, 760 CMR 31.00, and any determination relating to the ability to appeal a ZBA decision.)

If a Comprehensive Permit application is rejected or conditionally approved by the ZBA, the applicant may appeal to the State’s Housing Appeals Committee, in accordance with 760 CMR 30.00 and 31.00, if NONE of the following conditions are currently met within the town or city:

- Subsidized low or moderate income housing ("subsidized housing") exists in the city or town that is in excess of ten percent (10%) of the housing units reported in the latest U.S. decennial census of the town or city. See MGL c. 40B, §§20 and 760 CMR 31.04.(1).

- Subsidized housing exists in the city or town that comprises one and one-half percent (1.5%) or more of the total land area zoned for residential, commercial or industrial use in the applicable city or town. See MGL c. 40B, §§20 and 760 CMR 31.04.(2).

- In any one calendar year, the Comprehensive Permit application before a city or town’s ZBA would result in the commencement of subsidized housing on sites comprising more than three tenths of one percent (0.3%) of the community’s land (excluding land owned by the federal or commonwealth governments, or any political subdivision thereof, the metropolitan district commission or any other public authority) zoned for residential commercial or industrial use, or ten (10) acres, whichever is larger. See MGL c. 40B, §§20 and 760 CMR 31.04.(3).
The city or town has made recent progress toward its statutory Housing Unit Minimum, per 760 CMR 31.04.(1), through the creation of subsidized housing during the twelve months prior to the Comprehensive Permit application that is equal to or greater than two percent (2%) of the city or town’s total housing units. See 760 CMR 31.07.(i).(d).

A project under a Comprehensive Permit application is deemed a Large Scale Project, in accordance with 760 CMR 31.07.(g), per one of the following criterion (based on housing unit counts identified in the most recent U.S. Census):

1. Municipalities of 7,500 or More Housing Units — The application involves construction of more than 300 housing units or a number of housing units equal to two percent (2%) of all housing units in the municipality, whichever number is greater;

2. Municipalities of 5,001 up to 7,499 Housing Units — The application involves construction of more than 250 housing units in the municipality;

3. Municipalities of 2,500 up to 5,000 Housing Units — The application involves construction of more than 200 housing units; or

4. Municipalities of Less than 2,500 Housing Units — The application involves construction of more than 150 housing units.

A Comprehensive Permit application is deemed a Related Application, in accordance with 760 CMR 31.07.(h), because twelve (12) months has not elapsed between the date of the application and any one of the following:

1. The date of filing of a prior application for a variance, special permit, subdivision or other approval related to construction on the same land if that application included no low or moderate income housing;

2. Any date during which such an application was pending before a local permit granting authority;

3. The disposition date of such an application; or

4. The withdrawal date of such an application.

For further information, please contact Doug Lloyd at 617.854.1372 or dlloyd@masshousing.com
Exhibit C

Project Eligibility Application
Byfield Estates
55 Rear Pearson Drive
Newbury, MA

PROJECT ELIGIBILITY/SITE APPROVAL

Submitted To:

MassHousing
July, 2019

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

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

Michael Busby
408 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,

[Signature]

Melissa E. Robbins

Enclosures
Via UPS
Site Approval Checklist

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

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

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

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

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

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

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

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

**Home Ownership Projects**

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

**Rental Projects**

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

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

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

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

4. **Plans and Specifications** (Attachment 4) – The application must include the following:
   a. **Preliminary Drawings** – Two (2) sets of drawings (not larger than 30" x 42"), signed by a registered architect or engineer, which include:

      - **Cover sheet showing written tabulation of**
        - Proposed buildings by construction type (refer to categories under "Project Information" of the Site Approval Application) and sizes (square feet/height).
        - Dwelling unit distribution by floor, size, bedroom/bath number and handicapped designation.
        - Square footage breakdown by commercial, residential and other usage.
        - Number of parking spaces, parking ratio required and proposed.
        - Proposed dwelling units per acre under the proposed zoning, as well as allowable dwelling units per acre, if applicable, under current zoning.
        - Percentage breakdown of the tract to be occupied by buildings, by parking and other paved vehicular areas, and open areas.
Site plan showing
- Contours
- Lot lines, streets and existing buildings.
- Building footprints, parking, site improvements and general dimensions.
- Adjacent building construction types and uses, footprints and heights.
- Zoning use, dimensional and bulk restrictions (i.e., setback requirements, height restrictions, etc.) applicable to the proposed development site, as well as easements and related restrictions.
- Wetlands and buffer zones, flood hazard areas, ledges and other environmental constraints.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

• **Filing of Application** - Within 10 days of filing an 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
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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/hec/oeconomic/cohed/dhcd/legal/regs/760-cmr-56.html and
Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

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

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

Our Commitment to You

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

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

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

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

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

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

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

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

Name of Proposed Project: Byfield Estates

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

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

Entity Type: Limited Dividend Organization ☑ Non-Profit ☐ Government Agency ☐

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

Has this entity already been formed? Yes ☑ No ☐

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual):
Cricket Lane, LLC - Walter K. 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
Section 1.2
Section 1.3
Google Maps

Boston, MA, USA to 55 Pearson Dr, Newbury, MA 01922

Drive 38.2 miles, 45 min

Boston
Massachusetts

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

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

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

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

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

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

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

Previous Development Efforts
Please list (on the following page) any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications.

Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).
This development was originally submitted to MassHousing in 2016, and received Project Eligibility/Site Approval Letter Project #838 on October 26, 2016. The original applicant was in the process of obtaining all the necessary Town approvals and final engineering, and MassHousing rescinded the Site Approval Letter from the original applicant in March 2018.

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

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

Describe surrounding land use(s):

Areas to the north and east are open space owned by the Commonwealth of Massachusetts. Areas to the south and west are existing residential subdivision of single family homes.

<table>
<thead>
<tr>
<th>Surrounding Land Use/Amenities</th>
<th>Distance from Site</th>
<th>Available by Public Transportation?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shopping Facilities</td>
<td>1.6 mile</td>
<td>No</td>
</tr>
<tr>
<td>Schools</td>
<td>1.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Government Offices</td>
<td>1.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Multi-Family Housing</td>
<td>2.0 mile</td>
<td>No</td>
</tr>
<tr>
<td>Public Safety Facilities</td>
<td>1.0 mile</td>
<td>No</td>
</tr>
<tr>
<td>Office/Industrial Uses</td>
<td>1.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Conservation Land</td>
<td>Adjacent</td>
<td></td>
</tr>
<tr>
<td>Recreational Facilities</td>
<td>.8 mile</td>
<td>No</td>
</tr>
<tr>
<td>Houses of Worship</td>
<td>1.7 mile</td>
<td>No</td>
</tr>
<tr>
<td>Other</td>
<td>1.4 mile</td>
<td>No</td>
</tr>
</tbody>
</table>
List any public transportation near the Site, including type of transportation and distance from the site:

Medical Transportation - Jri NEET (Northern Essex Elder Transport)
COA Van for Errands
Ring and Ride (Merrimack Valley Regional Transit Authority) curb to curb service

**Site Characteristics and Development Constraints**

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

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

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

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

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

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

Are there documented vernal pools on the site?  **Yes**

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

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

Are there existing buildings and structures on site?  **No**

Does the site include documented archeological resources?  **No**

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

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

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

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

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

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

2.4 Documentation Regarding Site Characteristics/Constraints
Please provide documentation of site characteristics and constraints as directed including narratives, summaries and relevant documentation including:

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

2.5 By-Right Site Plan (if available)
MassHousing will commission, at your expense, an “as-is” appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a “by-right” site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the Site without any consideration being given to its potential for development under Chapter 40B.
Section 2.1
Section 2.2
Section 2.3
Section 2.4
Section 2.5
Section 2.5  By Right Plan (Appraisal)

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

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

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

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

Name of Proposed Project: Byfield Estates

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

Total Number of Dwelling Units: 24.00
Total Number of Affordable Units: 6.00
  Number of 50% AMI Affordable Units: 0.00
  Number of 80% AMI Affordable Units: 6.00

Unit Mix: Affordable Units

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

Unit Mix: Market Rate

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

Percentage of Units with 3 or More Bedrooms*: 100.00

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

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

Gross Density (units per acre): 1.60
Net Density (units per buildable acre): 3.10

* As Required By Law
Residential Building Information

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

Non-Residential Building Information

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

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

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

Parking

Total Parking Spaces Provided: 48.00
Ratio of Parking Spaces to Housing Units: 2

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

Buildings: 4.38
Parking and Paved Areas: 6.87
Usable Open Space: 53.8
Unusable Open Space: 46.2
Lot Coverage: 11.26

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

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

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

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

3.2 Graphic Representations of Project/Preliminary Architectural Plans

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

3.3 Narrative Description of Design Approach

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

3.4 Tabular Zoning Analysis

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

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

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

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

The approach to this development was to maintain a consistent massing, scale and building 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

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

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

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

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

Redevelop First
Check "X" below if applicable
If Rehabilitation:
- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

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

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

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

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

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

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

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

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

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

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

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

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

Promote development in accordance with smart growth and environmental stewardship.

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

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

(3) Protect Land and Ecosystems

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

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

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

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

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

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

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

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

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

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

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

(7) Increase Job and Business Opportunities

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

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

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

Check "X" below if applicable
- Energy Star or equivalent* ✗
- Uses renewable energy source, recycled and/or non-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

33 40B Site Approval Application May 2016
Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

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

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

Name of Proposed Project: Byfield Estates

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

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

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

Grantor/Seller: Byfield Estates, LLC
Grantee/Buyer: Cricket Lane, LLC - Walter K. Erikson, Manager

Grantee/Buyer is (check one):
- Applicant
- Development Entity
- Managing General Partner of Development Entity
- General Partner of Development Entity
- Other (explain)

Are the Parties Related? No

For Deeds or Ground Leases
Date(s) of Deed(s) or Ground Lease(s): N/A
Purchase Price: N/A

For Purchase and Sale Agreements or Option Agreements
Date of Agreement: 1) 55 Pearson Drive - 3/28/19  2) 16 acres off Pearson Drive - 3/28/19
Expiration Date: None
If an extension has been granted, date of extension: N/A
If an extension has been granted, new expiration date: N/A
Purchase Price: 1) 55 Pearson Drive - $420,000.00  2) 16 acres off Pearson Drive - $730,000.00

Will any easements or rights of way over other properties be required in order to develop the site as proposed?
Yes ✔ No

If Yes, please describe current status of easement: N/A
Owned (or ground leased) by Development Entity or Applicant N/A
Under Purchase and Sale Agreement N/A
Under Option Agreement N/A
Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

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

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

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

Required Attachments Relating to Section 4
4.1 Evidence of Site Control (required)
Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.
Section 4.1
Purchase and Sales Agreement

55 Pearson Street
Newbury, MA
PURCHASE AND SALE AGREEMENT

This Agreement is made this 15th 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. Eriksten, 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 PASCUITO & 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.

[Signatures]
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 houses 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 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, and 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

   Buyer(s) Initials   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 closing 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 Pascutto & 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 & Ancill, 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 & Ancill, P.C. represents the Buyer in this transaction.

**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. If 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
jjallen@allenlaw.com
508-954-6695
508-336-3927 Fax

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

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

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

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

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

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

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

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

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

\[\text{Signature}\]

**Buyer(s) Initials**

\[\text{Signature}\]

**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 into 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.

[Signature]

Buyers Initials

[Signature]

Sellers Initials
32. **TITLE.** It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of the Agreement unless:

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

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

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

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

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

34. **ADDITIONAL PROVISIONS.**

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

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

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

[Signatures]

Buyer(s) Initials

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

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

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

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

\[ \text{Buyer(s) Initials} \quad \text{Seller(s) Initials} \]
Plans, Contracts, Licenses, Permits, Agreements, Warranties and Approvals, both executed of even date herewith.

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

BUYER:  
[Signature]
Walter K. Eriksen, Jr.

SELLER:  
[Signature]
By: Haralambos Ratsikis, 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 26th 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. Erikson, 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,

[Signatures]

Buyer(s) Initials

Seller(s) Initials
which shall be held by the Buyer’s legal counsel, Perkins & Ancstil, 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:

[Signatures]

Buyer(s) Initials

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

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

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

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

[Signatures: 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. Brikens, Esq.
Perkins & Anctil, P.C.
6 Liberty Way, Suite 201
Westford, MA 01886
Email: sbrikens@perkinslawpc.com

If to Seller, to

Jennifer Allen, Esq.
4 Pearl Street, Suite 30
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.

\[\text{\textit{V}}\quad \text{\textit{H}}\text{\textit{K}}\]

Buyer(s) Initials  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 thereof 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 into this Agreement and shall have approved such sale and waived any rights relating thereto and at the time of closing written evidence of such authority and power shall be presented and delivered to Buyer.

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

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

\[ \text{[Signatures]} \]

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 conformance 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.

\[ \text{Buyer(s) Initials} \quad \text{Seller(s) Initials} \]
(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUYER:  

Seller:  
Byfield Estates, LLC

By:
Hafalambos Katsikis, Manager

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

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

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

Name of Proposed Project: Byfield Estates

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

Sales / Revenue

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

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

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

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<td><strong>Construction Costs—Site Work (Hard Costs)</strong></td>
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<tr>
<td>Earth Work</td>
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<td>Utilities: On Site</td>
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<td>Utilities: Off-Site</td>
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<td>Roads and Walks</td>
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<td>Site Improvement</td>
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<td>Lawns and Planting</td>
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<td>Geotechnical Condition</td>
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<td>Environmental Remediation</td>
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<td>Demolition</td>
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<td>Unusual Site Conditions/Other Site Work</td>
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<td><strong>Subtotal — Site Work (Hard Costs)</strong></td>
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<td><strong>Construction Costs—General Conditions,</strong></td>
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<td><strong>Builders Overhead and Profit (Hard Costs)</strong></td>
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<td>General Conditions</td>
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<td>Builder's Overhead</td>
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<td>Builder's Profit</td>
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<tr>
<td><strong>Subtotal — General Conditions Builder's Overhead and Profit (Hard Costs)</strong></td>
<td>225,000.00</td>
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<tr>
<td><strong>General Development Costs (Soft Costs)</strong></td>
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<tr>
<td>Apraisal and Marketing Study (not 40B &quot;as is&quot; appraisal)</td>
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<td>Closing Costs (unit sales)</td>
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<td>Real Estate Taxes (during construction)</td>
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<td>Utility Usage (during construction)</td>
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<td>Insurance (during construction)</td>
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<td>Security (during construction)</td>
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<td>Inspecting Engineer</td>
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<td>Fees to Others</td>
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<td>Fees to Construction Lender</td>
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<td>Survey, Permits, Etc.</td>
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<td>Item</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>General Development Costs (Soft Costs) - Continued</td>
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<tr>
<td>Bond Premiums (Payment/Performance/Lien Bond)</td>
<td>5,000.00</td>
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<tr>
<td>Legal</td>
<td>25,000.00</td>
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<td>Title (including title insurance) and Recording</td>
<td>5,000.00</td>
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<td>Accounting and Cost Certification (incl. 40B)</td>
<td>25,000.00</td>
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<td>Relocation</td>
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<td>40B Site Approval Processing Fee</td>
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<td>40B Technical Assistance/Mediation Fund Fee</td>
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<td>40B Land Appraisal Cost (as-is value)</td>
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<td>40B Final Approval Processing Fee</td>
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<td>40B Subsidizing Agency Cost Certification Examination Fee</td>
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<td>40B Surety Fees</td>
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<td>Other Financing Fees</td>
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<td>Development Consultant</td>
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<td>Other Consultants (describe)</td>
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<td>Soft Cost Contingency</td>
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<td>Other General Development (Soft) Costs</td>
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<tr>
<td><strong>Subtotal – General Development Costs (Soft Costs)</strong></td>
<td>1,434,000.00</td>
</tr>
<tr>
<td>Developer Overhead</td>
<td></td>
</tr>
<tr>
<td>Developer Overhead</td>
<td>75,000.00</td>
</tr>
<tr>
<td><strong>Subtotal – Developer Overhead</strong></td>
<td>75,000.00</td>
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<tr>
<td><strong>Summary of Subtotals</strong></td>
<td></td>
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<tr>
<td>Sales/Revenue</td>
<td>11,980,000.00</td>
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<tr>
<td>Site Acquisition</td>
<td>690,000.00</td>
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<tr>
<td>Residential Construction</td>
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<td>Site Work</td>
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<td>Builder's Overhead, Profit and General Conditions</td>
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<tr>
<td>General Development Costs</td>
<td>1,434,000.00</td>
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<tr>
<td>Developer Overhead</td>
<td>75,000.00</td>
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<tr>
<td><strong>Summary</strong></td>
<td></td>
</tr>
<tr>
<td>Total Sales/Revenue</td>
<td>11,980,000.00</td>
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<td>Total Development Costs (TDC)</td>
<td>10,619,400.00</td>
</tr>
<tr>
<td>Profit (Loss) from Sales/Revenue</td>
<td>1,360,600.00</td>
</tr>
<tr>
<td>Percentage of Profit (Loss) Over the Total Development Costs</td>
<td>12.81%</td>
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### Initial Unit/Sales Price

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
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<tr>
<td>Affordable Units</td>
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<tr>
<td>Number of Units</td>
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<td>12.00</td>
<td>6.00</td>
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<td>Number of Sq. Ft</td>
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<td>2,500</td>
<td>2,700</td>
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<td>586,000</td>
<td>625,000</td>
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<td>Condo / HOA Fee</td>
<td></td>
<td>240.00</td>
<td>240.00</td>
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</tbody>
</table>

### Affordable

<table>
<thead>
<tr>
<th></th>
<th>Studio</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Units</td>
<td></td>
<td></td>
<td></td>
<td>6.00</td>
<td></td>
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<tr>
<td>Number of Units</td>
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<tr>
<td>Number of Sq. Ft</td>
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</tr>
<tr>
<td>Sales Price</td>
<td></td>
<td></td>
<td>200,000</td>
<td></td>
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</tr>
<tr>
<td>Condo / HOA Fee</td>
<td></td>
<td></td>
<td></td>
<td>240.00</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

RE: Byfield Estates, Newbury MA

Dear Mr. Watson,

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

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

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

Sincerely,

Lisa Brodeur
Vice President
Commercial Lending
Section 5.2
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 has 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 its own paddock! Updated include new septic, wired for back up generator, central air, solar panels, Sonos Surround system, California Closets. This is a PRIME location, close to Tendencrop Farm, Newburyport, train station, 95/955. Truly a great property!

Remarks

Property Information

Approx. Living Area: 2,408 Sq. Ft.
Approx. Acres: 1.09 (47,550 Sq. Ft.)

Living Area Includes:
Heat Zones: 2 Hot Water Baseboard, Oil
Cool Zones: 2 Central Air

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

Room Levels, Dimensions and Features

Room | Level | Size
---|---|---
Living Room: | 1 | 1
Dining Room: | 1 | 1
Kitchen: | 1 | 1
Master Bedroom: | 1 | 1
Bedroom 2: | 2 | 1
Bedroom 3: | 2 | 1
Bath 1: | 1 | 1
Bath 2: | 2 | 1
Bath 3: | 3 | 1
Laundry: | 1 | 1
Mud Room: | 1 | 1

Features

Appliances: Range, Dishwasher, Refrigerator, Water Treatment, Refrigerator - Wine Storage
Area Amenities: Park, Walk/Run 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
UFTT: Warranty Features:
Year Built: 1950 Source: Public Record
Year Built Description: Actual
Year Round:
Short Sale w/Incl. App. Req: No
Lender Owned: No
Tax Information
Pin #: Assessed: $401,100
Foundation Description: Concrete Block
Hot Water: Oil, Tank
Interior Features: Central Vacuum, Security System
Lot Description: Cleared, Level
Road Type: Public
Roof Material: Asphalt/Fiberglass Shingles
Sewer Utilities: Private Sewerage - Title 5: Not Done
Water Utilities: City/Town Water
Waterfront: No

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 Showing Time or call 888-627-2775
Showing: Facilitator: Schedule with Showing Time or call 888-627-2775
Special Showing Instructions: First showings begin at OPEN HOUSE 6/30/18. 24 hour notice to show.

Firm Remarks
24 hour notice to show please!

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

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MLS # 72370989 - Sold  
Single Family - Detached  
77 South Street  
Newbury, MA: Byfield, 01922  
Essex County  
List Price: $536,000  
Sale Price: $507,000  
Style: Contemporary  
Total Rooms: 6  
Color: brown  
Bedrooms: 3  
Grade School:  
Bathrooms: 2 1/2  
Middle School:  
Master Bath: Yes  
High School:  
Fireplaces: 1  
Handicap Access/Features: No  
Directions: Scotland Road past the highway, house is on the left circular driveway

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

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

Room Levels, Dimensions and Features
<table>
<thead>
<tr>
<th>Room</th>
<th>Level</th>
<th>Size</th>
<th>Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living Room:</td>
<td>1</td>
<td>18x12</td>
<td>Flooring - Hardwood, Open Floor Plan</td>
</tr>
<tr>
<td>Dining Room:</td>
<td>1</td>
<td>10x12</td>
<td>Skylight, Ceiling - Cathedral, Ceiling Fan(s), Ceiling - Beamed, Flooring - Hardwood, Main Level, Deck - Exterior, Exterior Access, Open Floor Plan</td>
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<tr>
<td>Family Room:</td>
<td>1</td>
<td>13x10</td>
<td>Wood / Coal / Pellet Stove, Skylight, Flooring - Hardwood, Balcony - Interior, Deck - Exterior, Exterior Access, Open Floor Plan, Slider</td>
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<tr>
<td>Kitchen:</td>
<td>1</td>
<td>13x12</td>
<td>Closet, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid, Countertops - Upgraded, Kitchen Island, Cabinets - Upgraded, Open Floor Plan, Stainless Steel Appliances</td>
</tr>
<tr>
<td>Master Bedroom:</td>
<td>2</td>
<td>21x12</td>
<td>Bathroom - Full, Ceiling - Cathedral, Ceiling Fan(s), Closet/Cabinets - Custom Built, Balcony - Interiar</td>
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<td>Bedroom 2:</td>
<td>1</td>
<td>13x11</td>
<td>Closet, Flooring - Hardwood</td>
</tr>
<tr>
<td>Bedroom 3:</td>
<td>2</td>
<td>11x12</td>
<td>Ceiling - Cathedral, Closet, Flooring - Hardwood</td>
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<tr>
<td>Bath 1:</td>
<td>1</td>
<td>8x5</td>
<td>Bathroom - Full, Bathroom - With Tub &amp; Shower, Closet - Linen, Flooring - Stone/Ceramic Tile</td>
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<td>Bath 2:</td>
<td>2</td>
<td>10x6</td>
<td>Bathroom - 3/4, Bathroom - With Shower Stall, Flooring - Stone/Ceramic Tile</td>
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<td>Laundry:</td>
<td>B</td>
<td>-</td>
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<tr>
<td>Home Office:</td>
<td>2</td>
<td>11x12</td>
<td>Flooring - Hardwood, Balcony - Interior</td>
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</tbody>
</table>

Features
- Appliances: Range, Dishwasher, Refrigerator
- Area Amenities: Highway Access
- Basement: No Partial, Interior Access, Sump Pump, Concrete Floor
- Beach: No
- Construction: Frame
- Electric: Circuit Breakers, 200 Amps
- Exterior: Shingles
- 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 S: 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
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

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

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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

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
Parking Spaces: 8 Off-Street
Approx. Street Frontage:

Living Area Includes:
Heat Zones: 4 Hot Water Baseboard, Oil
Cool Zones: Central Air

Living Area Source: Public Record
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

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

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

Other Property Info
Disclosure Declaration: Yes
Exclusions:
Home Own Assn:
Lead Paint: None
UFT: 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:OR34 B:0000 L:0010B
Lot Description: Paved Drive
Road Type: Public
Sewer Utilities: Private Sewerage - Title 5: Pass
Utility Connections: for Gas Range, for Gas Oven
Water Utilities: Private Water
Waterfront: No

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

Office/Agent Information
Listing Office: Fruehl 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: 3/2/2019
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
| Feature          | Subject Property | 18 Hay Street | 77 South Street | Camp Sale 2 | Camp Sale 3 | Byfield Estates | Sales Price/$  | Lot Area      | Date of Sale  | 2/28/2019 | 11/19/2018 | 3/29/2019 | Sales Price/$  | 5240 | 5280 | 5267 | 43,560 | 20,869 | 855,000.00 | 507,000.00 | 675,000.00 | 3.5 miles | 3.7 miles | 5.2 miles |
|------------------|------------------|---------------|----------------|------------|------------|----------------|----------------|--------------|---------------|------------|-------------|-------------|-------------|-------------|------------|----------|----------|-----------|-----------|
| Proximity to Subject |                  |               |               |            |            |                |                |              |              |            |             |             |             |             |           |          |          |           |           |
| Subject          | Property         |               |               |            |            |                |                |              |              |            |             |             |             |             |           |          |          |           |           |
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

<table>
<thead>
<tr>
<th>Development Task</th>
<th>Developer/Applicant</th>
<th>Development Consultant (identify)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architecture and Engineering</td>
<td></td>
<td>TTI Environmental, Inc.</td>
</tr>
<tr>
<td>Local Permitting</td>
<td></td>
<td>Deschenes &amp; Farrell, P.C.</td>
</tr>
<tr>
<td>Financing Package</td>
<td></td>
<td>First Ipswich Bank</td>
</tr>
<tr>
<td>Construction Management</td>
<td>Applicant</td>
<td>Applicant</td>
</tr>
<tr>
<td>Other</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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 B.)

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 780 CMR 56.04(B) and will be more particularly set forth in the MassHousing Regulatory Agreement.

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

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

Signature:

Walter Eriksen

Name:

Manager

Title:

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
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

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Maple Ridge Estates</th>
<th>Granite Estates</th>
<th>Tyngsboro Crossing</th>
<th>Sugar Maple Lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address</td>
<td>Maple Ridge Tyngsboro</td>
<td>Concord Tyngsboro</td>
<td>Tyngsboro Tyngsboro</td>
<td></td>
</tr>
<tr>
<td>Housing Type</td>
<td>Single Family</td>
<td>Single Family</td>
<td>Single Family</td>
<td>Single Family</td>
</tr>
<tr>
<td>Number of Units</td>
<td>52 Units</td>
<td>6 Units</td>
<td>28 Units</td>
<td>28 Units</td>
</tr>
<tr>
<td>Total Dev. Costs</td>
<td>&gt;10 million</td>
<td>&gt;10 million</td>
<td>&gt;10 million</td>
<td>&gt;10 million</td>
</tr>
<tr>
<td>Yr Completed</td>
<td>on going</td>
<td>2019</td>
<td>on going</td>
<td>on going</td>
</tr>
<tr>
<td>Specific Role</td>
<td>Developer</td>
<td>General Contractor</td>
<td>Developer</td>
<td>Developer</td>
</tr>
<tr>
<td>Construction Lender</td>
<td>Lowell Five</td>
<td>Lowell Five</td>
<td>Lowell Five</td>
<td>Lowell Five</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Dave Clapp</td>
<td></td>
<td></td>
<td>Justin McCarthy</td>
</tr>
<tr>
<td>Phone Number</td>
<td>978-441-6422</td>
<td></td>
<td></td>
<td>978-</td>
</tr>
</tbody>
</table>

2. Applicant's Ownership Entity Information and Certification – Please identify the applicant's proposed ownership entity, as well as the Managing Entities, Principals and Controlling Entities of each and certify the compliance and good standing of each with state law and affordable housing programs.

Note: For the purposes hereof, “Managing Entities” include general partners of limited partnerships, managing general partners of limited liability partnerships, managers of limited liability companies, directors and officers of corporations, trustees of trusts, and other similar entities, which have the power to manage and control the activities of the applicant and/or proposed ownership entity. “Principal or Controlling Entities” shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies etc.) who shall have the right to:

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations 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 Examinations as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature:

Walter Eriksen

Name:

Manager

Title:

Date:
Section 6.4
April 22, 2019

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

Dear Michael:

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

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

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

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

Sincerely,
Deschenes & Farrell, PC

[Signature]
Melissa E. Robbins

MER/tmg

Attachment

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

Certificate of Organization
(General Laws, Chapter )

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 IN
   N AND OWNERSHIP AND DEVELOPMENT OF, REAL ESTATE AND INTERESTS THEREIN, INCLU
   KING 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 LIBERTY WAY
   Suite 201
   City or Town: WESTFORD    State: MA    Zip: 01886    Country: USA

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

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Firt, Middle, Last, Suffix
Address, City or Town, State, Zip Code
7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

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

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual Name</th>
<th>Address (no PO Box)</th>
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<tbody>
<tr>
<td>REAL PROPERTY</td>
<td>WALTER K. ERIKSEN</td>
<td>92 MIDDLESEX ROAD, TYNGSBORO, MA 01879 USA</td>
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</table>

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of April, 2019,

WALTER K. ERIKSEN

(The certificate must be signed by the person forming the LLC.)
THE COMMONWEALTH OF MASSACHUSETTS

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

April 02, 2019 03:31 PM

[Signature]

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth
### Corporations Division

#### Business Entity results

<table>
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<tr>
<th>Name</th>
<th>Position</th>
<th>Individual's Address</th>
<th>Entity Name</th>
<th>ID No.</th>
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Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Byfield Estates

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

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

Date notice of application sent to DHCD:

Fees (all fees should be submitted to MassHousing)

MassHousing Application Processing Fee ($2500) Payable to MassHousing: 2500

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership:

a. Base Fee: (Limited Dividend Sponsor $2500, Non-Profit or Public Agency Sponsor $1,000) 2500

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

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

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

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

7.3 Copy of notice of application sent to 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
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
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
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 Driksen, Manager
Cricket Lane Development LLC
Section 7.4
WALTER K ERIKSEN JR
252 WESTFORD RD
TYNGSBORO, MA 01879-2518

7/4/19

Date

Pay to the Order of
Mass Housing

$2,500.00

Dollars

Bank

America's Most Convenient Bank®

For

011400711 82517654211 0673
Section 7.5
WALTER K ERIKSEN JR
262 WESTFORD RD
TYNGSBORO, MA 01879-2510

Pay to the Order of Matt Haying Partnership $3700.00

Date 7/9/19

Dollars Three Thousand Seven Hundred

For

06/14 000714 82517651921 06/74

Bank America's Most Convenient Bank®
Section 7.6
Congratulations! The EIN has been successfully assigned.

EIN Assigned: 83-2410734
Legal Name: CRICKET LANE LLC

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

We strongly recommend you print this page for your records.

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

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

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

1. **X**  *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 **X** *Location Map
   1.2 **X** Tax Map
   1.3 **X** *Directions to the proposed Site
   2.1 **X** *Existing Conditions Plan
   2.2 **X** Aerial Photographs
   2.3 **X** Site/Context Photographs
   2.4 **X** *Documentation Regarding Site Characteristics/Constraints
   2.5 **X** *By Right Site Plan, if applicable
   3.1 **X** *Preliminary Site Layout Plan(s)
   3.2 **X** *Graphic Representations of Project/Preliminary Architectural Plans
   3.3 **X** *Narrative Description of Design Approach
   3.4 **X** *Tabular Zoning Analysis
   3.5 **X** Sustainable Development Principles Evaluation Assessment Form
4. 1 **X** *Evidence of site control (documents and any plans referenced therein)
   N/A **X** Land Disposition Agreement; if applicable
6. 1 **X** *NEF Lender Letter of Interest
   5.2 **X** Market Sales Comparables
   5.3 **X** Market Study, if required by MassHousing
   6.1 **X** *Development Team Qualifications
   6.2 **X** Applicant's Certification (any required additional sheets)
   7.1 **X** Narrative describing prior contact (if any) with municipal officials
   7.2 **X** *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 **X** Copy of notification letter to DHCD
   7.4 **X** *$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 **X** *Technical Assistance/Mediation Fee payable to Massachusetts Housing Partnership. $3,700.00
   7.6 **X W-9
   6.3 **X** Applicant's Certification
   6.4 **X** List of Applicant Entities
Exhibit D

Project Eligibility Letter
December 12, 2019

Walter Eriksen
Cricket Lane, LLC
92 Middlesex Road
Tyngsboro, MA 01879

Re: Byfield Estates
Project Eligibility/Site Approval
MassHousing #1039

Dear Mr. Eriksen:

This letter is in response to your application as “Applicant” for a determination of Project Eligibility (“Site Approval”) pursuant to Massachusetts General Laws Chapter 40B (“Chapter 40B”), 760 CMR 56.00 (the “Regulations”) and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development (“DHCD”) (the “Guidelines” and, collectively with Chapter 40B and the Regulations, the “Comprehensive Permit Rules”), under the New England Fund (“NEF”) Program (“the Program”) of the Federal Home Loan Bank of Boston (“FHLBank Boston”).

You have proposed to build twenty-four (24) single-family homes, including six (6) affordable homes (the “Project”) on a 15.08-acre site located at 55 Rear Pearson Drive (the “Site”) in Newbury (the “Municipality”). MassHousing issued Site Approval on a previous application for a project at this Site submitted by Byfield Estates, LLC on October 26, 2016. On March 16, 2018, MassHousing rescinded the Project Eligibility Letter for that Project due to concerns related to the applicant’s qualifications and capacity. MassHousing’s review of the Project as proposed by Cricket Lane, LLC is conditioned upon the previous applicant not having any financial interest or involvement (other than disposition) in the proposed Project.

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, “Housing Programs In Which Funding Is Provided By Other Than A State Agency.”

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.
Municipal Comments
Pursuant to the Regulations, the Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. In response to a request from the Municipality, this review period was extended by an additional thirty (30) days. The Board of Selectmen submitted a letter on September 26, 2019, summarizing comments from municipal boards and departments.

Municipal comments identified the following areas of concern:

- The Municipality is concerned about the proposed road length without an alternative means of access or egress.

- The Fire Department stressed that the Project must be designed so as to ensure the maximum level of emergency access and fire protection. They outlined a variety of recommendations for the Project including fire lanes, sufficient roadway widths to accommodate public safety vehicles and minimum setbacks of 20 feet between structures.

- The Municipality is concerned that the additional 24 homes proposed for this development would significantly impact the water pressure at fire hydrants and the capacity of the existing water system may be insufficient to accommodate 24 additional homes.

- The Municipality is concerned about the potential environmental impacts on natural resources at the Site, including wetlands, wetland buffer zones and an identified vernal pool. In addition, the Municipality is concerned that the proposed homes will be in close proximity to the adjacent parcel, Martin Burns Wildlife Management Area, producing an impact on the wildlife and may pose a public safety risk for future residents related to permitted hunting in the wildlife area.

- The Municipality expressed concern about the additional traffic that may be generated by the proposed Project and associated safety impacts on area roadways and intersections. Pedestrian safety was also identified as a concern in light of the lack of sidewalks in this area.

Community Comments
In addition to the comments from town officials, MassHousing received a letter from a Newbury resident expressing opposition to the Project. In summary, it is the opinion of this resident that the proposed development will lead to increased traffic and pedestrian safety issues. In addition, they request that sidewalks, lighting and added signage be considered on adjacent Pearson Drive.

MassHousing Determination and Recommendations
MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval.\(^1\) As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note

---

\(^1\) MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.
that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals (“ZBA”) of the Municipality for a Comprehensive Permit. At that time, local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing’s Site and design review, and in light of feedback received from the Municipality, the following issues should be addressed in your application to the Zoning Board of Appeals (“ZBA”), and you should be prepared to explore them more fully during the public hearing process:

- Development of this Site will require compliance with all state and federal environmental laws, regulations, and standards applicable to existing conditions and to the proposed use related to floodplain management, wetland protection, river and wildlife habitats/conservation areas, stormwater management, wastewater collection treatment, hazardous waste safety, and public water supply. The Applicant should be prepared to provide evidence of such compliance.

- The Applicant should continue to engage with municipal officials in a good-faith discussion regarding design review matters and other Site related concerns, including, but not limited to issues regarding roadway design and public safety considerations, raised by local boards and officials.

- The Applicant must comply with Title V regulations regarding the design and construction of a shared septic system. The Applicant should provide evidence of such compliance prior to the issuance of a building permit for the project.

- The Applicant should be prepared to provide a detailed traffic study assessing potential impacts of the Project on area roadways. The traffic study or other professional site design process should address proposed on-site circulation and parking to ensure compliance with public safety standards and good design practice relative to drive-aisle widths, turning radii and sight distances. The Applicant should be prepared to address concerns about provisions for safe pedestrian access and pedestrian/vehicular separation within the Site, sufficiency of resident and guest parking, and plans for snow storage, taking into consideration that there is one means of access and egress to the Site.

MassHousing has also reviewed the application for compliance with the requirements of 760 CMR 56.04(2) relative to Application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This approval is expressly limited to the development of no more than twenty-four (24) homeownership units under the terms of the Program, of which not less than six (6) of such units shall be restricted as affordable for low or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a Comprehensive Permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new site approval application for
review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

For guidance on the Comprehensive Permit review process, you are advised to consult the Guidelines. Further, we urge you to review carefully with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations at 760 CMR 56.00.

This approval will be effective for a period of two (2) years from the date of this letter. Should the Applicant not apply for a Comprehensive Permit within this period or should MassHousing not extend the effective period of this letter in writing, this letter shall be considered to have expired and no longer be in effect. In addition, the Applicant is required to notify MassHousing at the following times throughout this two-year period: (1) when the Applicant applies to the local ZBA for a Comprehensive Permit, (2) when the ZBA issues a decision and (3) if applicable, when any appeals are filed.

Should a Comprehensive Permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a “final draft” of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.

If you have any questions concerning this letter, please contact Michael Busby at (617) 854-1219.

Sincerely,

Chrystal Kornegay
Executive Director

cc: Janelle Chan, Undersecretary, DHCD
    The Honorable Bruce E. Tarr
    The Honorable Leonard Mirra
    J. R. Colby, Chair, Board of Selectmen
    Howard Traister, Chair, Zoning Board of Appeals
760 CMR 56.04 Project Eligibility: Other Responsibilities of Subsidizing Agency
Section (4) Findings and Determinations

Byfield Estates, Project #1039

MassHousing hereby makes the following findings, based upon its review of the application, and in
consideration of information received during the Site visit and from written comments:

(a) that the proposed Project appears generally eligible under the requirements of the housing
subsidy program, subject to final approval under 760 CMR 56.04(7);

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be
available to households earning at or below 80% of the Area Median Income (AMI), adjusted for
household size, as published by the U.S. Department of Housing and Urban Development (“HUD”).
The most recent HUD income limits indicate that 80% of the current median income for a four-
person household in Newbury is $89,200. A letter expressing interest for Project financing was
provided by First Ipswich Bank, a member bank of the FHLBank Boston.

(b) that the site of the proposed Project is generally appropriate for residential development,
taking into consideration information provided by the Municipality or other parties regarding
municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning,
multifamily districts adopted under c.40A, and overlay districts adopted under c.40R, (such
finding, with supporting reasoning, to be set forth in reasonable detail);

Based on a site inspection by MassHousing staff, internal discussions, and a thorough review of the
application, MassHousing finds that the Site is suitable for residential use and development and that
such use would be compatible with surrounding uses and would directly address the local need for
housing.

The Town of Newbury does have a DHCD-approved Housing Production Plan. According to
DHCD’s Chapter 40B Subsidized Housing Inventory (SHI), updated through October 28, 2019,
Newbury has 94 Subsidized Housing Inventory (SHI) units (3.48% of its housing inventory), which
is 176 units short of the statutory minima of 10%.

(c) that the conceptual project design is generally appropriate for the site on which it is located,
taking into consideration factors that may include proposed use, conceptual site plan and building
massing, topography, environmental resources, and integration into existing development patterns
(such finding, with supporting reasoning, to be set forth in reasonable detail);

In summary, based on evaluation of the site plan using the following criteria, MassHousing finds that
the proposed conceptual Project design is generally appropriate for the Site. The following plan
review findings are made in response to the conceptual plan, submitted to MassHousing:

Relationship to Adjacent Building Typology (Including building massing, site arrangement, and
architectural details):
The proposed development is similar in character to abutting properties and the general pattern of
development proximate to the Site. The proposed development will offer two-story wood-framed
homes with exterior finishes designed to represent the prevailing neighborhood context. The Applicant's design approach proposes to maintain a consistent massing, scale and building typology to that of the existing adjacent neighborhood which is rooted in small and mid-sized capes and colonial style homes. The proximity to existing residential uses on the adjacent street underlies the appropriateness of the proposed Project within the existing context.

Relationship to Adjacent Streets
The subject property is located off Rear Pearson Drive west of Orchard Street and abuts the 1,500-acre Martin H. Burns Wildlife Management Area. The relationship of the proposed Site access and egress to Rear Pearson Drive does not present any discernable public safety impacts. There appear to be adequate lines of sight for vehicles entering and exiting the proposed Site. Views into the Site from Rear Pearson Drive are similar to those found throughout the existing neighborhood and are able to create an appropriate relationship to the proposed Project.

Density
The Applicant proposes to build twenty-four (24) homes on 15.08 acres, of which approximately 9 acres are buildable. The resulting density is 2.66 units per buildable acre, which is acceptable given the proposed housing type and patterns of development within the region.

Conceptual Site Plan
The Applicant proposes to construct twenty-four (24) single-family homes on a roadway that will measure 20 feet wide with an additional 5 feet around the cul-de-sac center island. The roadway will be lined on both sides with sloped granite edging and a sidewalk along one side. Wetland replication will take place elsewhere on site to mitigate the wetland area displaced to accommodate the roadway crossing. The storm-water management system proposed for the Site is designed to maintain the same drainage patterns, flow rates, and volumes under existing conditions.

Topography
The Site rises gradually from Rear Pearson Drive and is characterized by variably sloped, hilly and rocky terrain. The Site is comprised primarily of woodlands and includes wetlands near the eastern and western boundaries. The topographic features of the Site have been considered in relationship to the proposed development plans and do not constitute an impediment to the development of the Site.

Environmental Resources
The subject property abuts undeveloped woodlands and the Martin H. Burns Wildlife Management Area along the northern and eastern boundaries. Development of the Site will require careful attention to current Best Management Practices to avoid any adverse impacts to the protected wetland resource areas. These resource areas will ultimately serve to break down the perceived massing of the Site and provide visual screening and surround the residential portions of the Site with natural features.

(d) that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);

The Project appears financially feasible based on a comparison of sales submitted by the Applicant.
(e) that MassHousing finds that an initial pro forma has been reviewed, including a land valuation determination consistent with the Department’s Guidelines, and the Project appears financially feasible and consistent with the Department’s Guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;

The initial pro forma has been reviewed for the proposed residential use, and the Project appears financially feasible with a projected profit margin of 11.76%. In addition, a third-party appraisal commissioned by MassHousing has determined that the “As Is” land value for the Site of the proposed Project is $790,000.

(f) that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and

The Applicant must be organized as a Limited Dividend Organization prior to applying for Final Approval. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

(g) that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site, or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.

The Applicant controls the entire 15.08-acre Site under a Purchase and Sale Agreement with no expiration date.
Exhibit E

Affordable Housing Restriction
AFFORDABLE HOUSING RESTRICTION
For Projects in Which
Affordability Restrictions Survive Foreclosure

THIS AFFORDABLE HOUSING RESTRICTION (this “Restriction”) is:
[ ] incorporated in and made part of that certain deed (the "Deed") of certain property (the “Property”) from

______________________________________ ("Grantor")
to ______________________________________ ("Owner") dated
__________________________ , 20_; or

[ ] being granted in connection with a financing or refinancing secured by a mortgage on the Property dated ______________ , 20_. The Property is located in the City/Town of _____________________________ (the “Municipality”).

RECITALS

WHEREAS, the Owner is purchasing the Property, or is obtaining a loan secured by a mortgage on the Property that was originally purchased, at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the County Registry of Deeds/Registry District of Land Court (the “Registry”) in Book ______, Page ______/Document No. _____________ (the “Comprehensive Permit”); and/or

(ii) subject to a Regulatory Agreement among

_________________________________________ (the “Developer”), [ ] Massachusetts Housing Finance Agency (“MassHousing”), [ ] the Massachusetts Department of Housing and Community Development (“DHCD”) [ ] the Municipality; and [ ] ____________________________________________________________, dated

__________________________________________, and recorded/filed with the Registry in Book ______, Page ______/as Document No. __________ (the “Regulatory Agreement”); and/or

(iii) subsidized by the federal or state government under ____________________________

__________________________________________, a program to assist construction of low or moderate income housing the “Program”); and
WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value (if this Restriction is attached to the Deed), or as further consideration for the ability to enter into the financing or refinancing transaction, the Owner (and the Grantor if this Restriction is attached to the Deed), including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. **Definitions.** In this Restriction, in addition to the terms defined above, the following words and phrases shall have the following meanings:

**Affordable Housing Fund** means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

**Applicable Foreclosure Price** shall have the meaning set forth in Section 7(b) hereof.

**Appropriate Size Household** means a household containing a number of members equal to the number of bedrooms in the Property plus one.

**Approved Capital Improvements** means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

**Area** means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is

**Area Median Income** means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median
Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

**Base Income Number** means the Area Median Income for a four (4)-person household.

**Chief Executive Officer** shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

**Closing** shall have the meaning set forth in Section 5(b) hereof.

**Compliance Certificate** shall have the meaning set forth in Section 6(a) hereof.

**Conveyance Notice** shall have the meaning set forth in Section 4(a) hereof.

**Eligible Purchaser** means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] ____________ percent (___ %) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

**First-Time Homebuyer** means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

**Foreclosure Notice** shall have the meaning set forth in Section 7(a) hereof.

**HUD** means the United States Department of Housing and Urban Development.

**Ineligible Purchaser** means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

**Maximum Resale Price** means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker’s fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] ____________ percent (___ %) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.
Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Restriction among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagor shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of _____% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner’s sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property’s initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner’s resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of __________ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and used by the Owner’s household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not
received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys’ fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. **Options to Purchase.** (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner’s intention to so convey the Property (the “Conveyance Notice”). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent’s efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter
a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. **Delivery of Deed.** (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local
building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner’s obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition.
and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. **Resale and Transfer Restrictions.** (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner’s successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner’s successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. **Survival of Restrictions Upon Exercise of Remedies by Mortgagees.** (a) The holder of record of any mortgage on the Property (each, a “Mortgagee”) shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the “Foreclosure Notice”), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set
forth in such senior Mortgagee’s mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee’s mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the “Mortgage Satisfaction Amount”), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the “Applicable Foreclosure Price”). The Property shall be sold and conveyed in its then-current “as is, where is” condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee’s mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current “as is, where is” condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the
Property having priority over the foreclosing Mortgagee’s mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.
(h) The Owner understands and agrees that nothing in this Restriction or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Restriction has been approved by the Director of DHCD.

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner’s successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Grantor:

(applicable only if this Restriction is attached to the Deed)

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Owner: 


Monitoring Agent[s] 
(1) 


(2) 


Others: 


Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. **Further Assurances.** The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. **Enforcement.** (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at
law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Restriction;
(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction; and
(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner’s successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Restriction as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Restriction as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a Resale Fee [ ] shall [ ] shall not be payable to the
Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. **Actions by Municipality.** Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality’s Chief Executive Officer or designee.

14. **Severability.** If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. **Independent Counsel.** THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. **Binding Agreement.** This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

17. **Amendment.** This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this ______ day of __________________, 200___.

Grantor:
(applicable only if this Restriction is attached to the Deed)

Owner:

By: ____________________________  By: ____________________________
COMMONWEALTH OF MASSACHUSETTS

, ss. 

, 20

On this _ day of ___________, 20__, before me, the undersigned Notary Public, __________ (name of document signer), personally appeared, proved to me through satisfactory evidence of identification, which were [personal knowledge or MA License] __________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public:
My commission expires:
COMMONWEALTH OF MASSACHUSETTS

_, ss. 

_, 20_

On this ___ day of ____________, 20___, before me, the undersigned Notary Public, 
__________________________ (name of document signer), personally appeared, proved to me through 
satisfactory evidence of identification, which were [personal knowledge or MA License] __________________, 
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that 
(he) (she) signed it voluntarily for its stated purpose.

Notary Public:
My commission expires:
Exhibit F

ProForma
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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
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<tbody>
<tr>
<td>Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.</td>
<td>790,000</td>
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Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
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<tbody>
<tr>
<td>Acquisition Cost</td>
<td>790,000.00</td>
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<tr>
<td>Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned Appraisal) plus reasonable carrying costs</td>
<td>790,000.00</td>
</tr>
<tr>
<td>Subtotal Acquisition Costs</td>
<td>790,000.00</td>
</tr>
<tr>
<td>Construction Costs--Residential Construction (Hard Costs)</td>
<td>6,696,400.00</td>
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<tr>
<td>Building Structure Costs</td>
<td>6,566,400.00</td>
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<tr>
<td>Hard Cost Contingency</td>
<td>130,000.00</td>
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<tr>
<td>Subtotal -- Residential Construction (Hard Costs)</td>
<td>6,696,400.00</td>
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### Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Budgeted</th>
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<tbody>
<tr>
<td><strong>Construction Costs—Site Work (Hard Costs)</strong></td>
<td></td>
</tr>
<tr>
<td>Earth Work</td>
<td>225,000.00</td>
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<tr>
<td>Utilities: On Site</td>
<td>455,000.00</td>
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<td>Utilities: Off-Site</td>
<td>45,000.00</td>
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<td>Roads and Walks</td>
<td>340,000.00</td>
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<td>Site Improvement</td>
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<td>Lawns and Planting</td>
<td>96,000.00</td>
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<td>Geotechnical Condition</td>
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<td>Environmental Remediation</td>
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<tr>
<td>Demolition</td>
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<td>Unusual Site Conditions/Other Site Work</td>
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<td><strong>Subtotal — Site Work (Hard Costs)</strong></td>
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<tr>
<td><strong>Construction Costs—General Conditions, Builders Overhead and Profit (Hard Costs)</strong></td>
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<tr>
<td>General Conditions</td>
<td>75,000.00</td>
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<tr>
<td>Builder's Overhead</td>
<td>75,000.00</td>
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<tr>
<td>Builder's Profit</td>
<td>75,000.00</td>
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<td><strong>Subtotal — General Conditions Builder's Overhead and Profit (Hard Costs)</strong></td>
<td>225,000.00</td>
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<tr>
<td><strong>General Development Costs (Soft Costs)</strong></td>
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</tr>
<tr>
<td>Appraisal and Marketing Study</td>
<td>5,000.00</td>
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<td>Lottery</td>
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<td>Commissions/Advertising—Affordable</td>
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<td>Commissions/Advertising—Market</td>
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<td>Model Unit</td>
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<td>Closing Costs (unit sales)</td>
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<tr>
<td>Real Estate Taxes (during construction)</td>
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<td>Utility Usage (during construction)</td>
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<td>Insurance (during construction)</td>
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<td>Security (during construction)</td>
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<td>Inspecting Engineer</td>
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<tr>
<td>Fees to Others</td>
<td>20,000.00</td>
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<tr>
<td>Construction Loan Interest</td>
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<td>Fees to Construction Lender</td>
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<tr>
<td>Architectural</td>
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<td>Engineering</td>
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<tr>
<td>Survey, Permits, Etc.</td>
<td>25,000.00</td>
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<tr>
<td>Clerk of the Works</td>
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<tr>
<td>Construction Manager</td>
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<tr>
<td>Item</td>
<td>Budgeted</td>
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<tr>
<td>----------------------------------------------------------------------</td>
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<tr>
<td>General Development Costs (Soft Costs) – Continued</td>
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</tr>
<tr>
<td>Bond Premiums (Payment/Performance/Lien Bond)</td>
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<td>Legal</td>
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<td>Title (including title insurance) and Recording</td>
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<tr>
<td>Accounting and Cost Certification (incl. 40B)</td>
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<td>Relocation</td>
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<td>40B Site Approval Processing Fee</td>
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<td>40B Technical Assistance/Mediation Fund Fee</td>
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<td>40B Land Appraisal Cost (as-is value)</td>
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<tr>
<td>40B Final Approval Processing Fee</td>
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<td>40B Subsidizing Agency Cost Certification Examination Fee</td>
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<td>40B Monitoring Agent Fees</td>
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<td>40B Surety Fees</td>
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<td>Other Financing Fees</td>
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<td>Development Consultant</td>
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<td>Other Consultants (describe)</td>
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<tr>
<td>Other Consultants (describe)</td>
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<td>Soft Cost Contingency</td>
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<td>Other General Development (Soft) Costs</td>
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<tr>
<td><strong>Subtotal – General Development Costs (Soft Costs)</strong></td>
<td>1,434,000.00</td>
</tr>
<tr>
<td>Developer Overhead</td>
<td></td>
</tr>
<tr>
<td>Developer Overhead</td>
<td>75,000.00</td>
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<tr>
<td><strong>Subtotal – Developer Overhead</strong></td>
<td>75,000.00</td>
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<tr>
<td><strong>Summary of Subtotals</strong></td>
<td></td>
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<tr>
<td>Sales/Revenue</td>
<td>11,980,000.00</td>
</tr>
<tr>
<td>Site Acquisition</td>
<td>790,000.00</td>
</tr>
<tr>
<td>Residential Construction</td>
<td>6,696,400.00</td>
</tr>
<tr>
<td>Site Work</td>
<td>1,499,000.00</td>
</tr>
<tr>
<td>Builder’s Overhead, Profit and General Conditions</td>
<td>225,000.00</td>
</tr>
<tr>
<td>General Development Costs</td>
<td>1,434,000.00</td>
</tr>
<tr>
<td>Developer Overhead</td>
<td>75,000.00</td>
</tr>
<tr>
<td><strong>Summary</strong></td>
<td></td>
</tr>
<tr>
<td>Total Sales/Revenue</td>
<td>11,980,000.00</td>
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<tr>
<td>Total Development Costs (TDC)</td>
<td>10,719,400.00</td>
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<tr>
<td>Profit (Loss) from Sales/Revenue</td>
<td>1,260,600.00</td>
</tr>
<tr>
<td>Percentage of Profit (Loss) Over the Total Development Costs</td>
<td>11.76%</td>
</tr>
</tbody>
</table>
Exhibit G

Regulatory Agreement
REGULATORY AGREEMENT

For Comprehensive Permit Projects in Which Funding is Provided Through Other than a State Entity

This Regulatory Agreement (this "Agreement") is made as of the ___ day of __________, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency"), and ________________________, a Massachusetts __________, having an address at ______________________, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as ____________________________ consisting of ______ for-sale [condominium units/single-family] residences (the "Project") on a ___-acre site located at ___________________________ in the [City/Town] of __________________ (the "Municipality"), which property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Project is being financed with a $__________ construction loan from ______________________ (the "NEF Lender"), a non-governmental entity; and

WHEREAS, the Massachusetts Housing Finance Agency acts as Subsidizing Agency for the Project, on behalf of DHCD, pursuant to Massachusetts General Laws Chapter 40B Sections 20-23 (the "Act"), the regulations at 760 CMR 56.00, and the Comprehensive Permit Guidelines issued pursuant thereto (collectively, the "Comprehensive Permit Rules"); and

WHEREAS, the Developer has received a comprehensive permit (as it may previously have been amended, the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with the Act, which permit is [recorded/filed] at the __________ County [Registry of Deeds/Registry District of Land Court] ("Registry") [in Book __________, Page __________/ as Document No. __________], as amended by the terms of this Agreement; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules, twenty-five percent (25%) of the units in the Project (____ units) (the "Affordable Units") will be sold at prices specified in this Agreement to Eligible Purchasers (as defined herein) and will be subject to resale restrictions as set forth herein; and
WHEREAS, the Subsidizing Agency may delegate to an affordability monitoring agent (the “Affordability Monitoring Agent”) certain administration, monitoring and enforcement services regarding compliance of the Project with the Comprehensive Permit Rules during the period of affordability of the Affordable Units; and

WHEREAS, the parties recognize that Affirmative Fair Housing Marketing (as defined herein) is an important precondition for initial sales and resales of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws and regulations.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidizing Agency and the Developer hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the same meaning as set forth in the Affordable Housing Restriction attached hereto as Exhibit B and incorporated herein by reference (the “Affordable Housing Restriction”). In addition to the defined terms in the Affordable Housing Restriction and the capitalized terms defined in the Recitals above, the following terms shall have the meanings set forth below:

Affordability Monitoring Services Agreement shall have the meaning set forth in Section 5 hereof.

Affordability Requirement shall mean the obligations of the Developer described in Section 3 hereof.

Allowable Profit shall have the meaning set forth in Section 4(a) hereof.

Cost Examination shall have the meaning set forth in Section 4(b) hereof.

DHCD shall mean the Department of Housing and Community Development.

Eligible Purchaser shall have the meaning set forth in the Affordable Housing Restriction attached hereto as Exhibit B, and, in addition, must also (i) be a First-Time Homebuyer, and (ii) own assets not in excess of the limit set forth in the Comprehensive Permit Rules.

Excess Profit shall have the meaning set forth in Section 4(e) hereof.

Event of Default shall have the meaning set forth in Section 10(a) hereof.

Limited Dividend Requirement shall mean the obligations of the Developer described in Section 4 hereof.
Limited Dividend Monitoring Services Agreement shall have the meaning set forth in Section 4 hereof.

Marketing Documentation shall have the meaning set forth in Section 3(c) hereof.

Affirmative Fair Housing Marketing Plan shall have the meaning set forth in Section 3(c) hereof.

Maximum Initial Sale Price means the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income for an Appropriate Size Household could obtain mortgage financing as determined by the Subsidizing Agency using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program.

Plans and Specifications shall have the meaning set forth in Section 2 hereof.

Resale Price Certificate means the certificate in recordable form issued by the Subsidizing Agency and recorded with the first deed of each Affordable Unit from the Developer to the initial Eligible Purchaser, which certificate sets forth the Resale Price Multiplier to be applied on the resale of such Affordable Unit, according to the terms of the Affordable Housing Restriction for such unit, for so long as the restrictions set forth in the Affordable Housing Restriction continue, and any subsequent certificate issued by the Affordability Monitoring Agent in accordance with the terms of the Affordable Housing Restriction.

Substantial Completion shall have occurred for purposes of this Agreement when the construction of the Project is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Project.

Term shall have the meaning set forth in Section 14(a) hereof.

Total Development Costs means the total budget for the acquisition and construction of the Project (including both hard and soft costs and such other sums as the Subsidizing Agency may determine constitute the Developer’s contribution to the Project, but not including any fee paid to the Developer), as approved by Subsidizing Agency pursuant to the Comprehensive Permit Rules, and this Regulatory Agreement, and the Limited Dividend Monitoring Services Agreement, using the standards of the Subsidizing Agency applicable to comprehensive permit projects, and as finally determined by the Subsidizing Agency in accordance with the Comprehensive Permit Rules.

2. Construction Obligations. (a) The Developer agrees to construct the Project in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the "Plans and Specifications"), which are consistent with the minimum design and construction standards of the Subsidizing Agency applicable to
comprehensive permit projects in accordance with the Comprehensive Permit Guidelines, in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Project provided by the Developer to the Subsidizing Agency in its Application for Final Approval.

(b) The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Developer shall provide to the Subsidizing Agency (i) evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications; and (ii) such information as the Subsidizing Agency may reasonably require concerning the expertise, qualifications and scope of work of any construction monitor proposed by the NEF Lender, and if such information is acceptable to the Subsidizing Agency, the Developer shall provide to the Subsidizing Agency prior to commencement of construction a certification from the NEF Lender concerning construction monitoring in a form acceptable to the Subsidizing Agency. Such certification shall also include a representation that the NEF Lender will maintain certain minimum funding levels to meet the subsidy requirements of the Act.

3. Affordability Requirement. (a) The Developer shall sell the Affordable Units only to Eligible Purchasers at no greater than the Maximum Initial Sale Price. There shall be Affirmative Fair Marketing and the Developer shall comply with the lottery procedures set forth in the Comprehensive Permit Rules prior to the selection of an Eligible Purchaser. At the time of sale of each Affordable Unit by the Developer, the Developer shall execute and shall as a condition of the sale cause the purchaser of the Affordable Unit to execute an Affordable Housing Restriction in the form of Exhibit B attached hereto and incorporated herein by reference. Such Affordable Housing Restriction shall be attached to and made a part of the deed from the Developer to the initial purchaser of the Affordable Unit and each subsequent deed of such unit so that the affordability of the Affordable Unit will be preserved each time a resale of the Affordable Unit occurs.

(b) Prior to the publication of any Marketing Documentation for the Affordable Units, the Developer shall request the Subsidizing Agency to calculate the Maximum Initial Sale Price for each Affordable Unit and shall advertise the price so calculated in marketing the Affordable Units. Prior to the delivery of the first deed for each Affordable Unit, the Developer shall notify the Subsidizing Agency of the actual purchase price for each Affordable Unit (which shall in no event be greater than the Maximum Initial Sale Price calculated by the Subsidizing Agency), and the Subsidizing Agency shall issue a Resale Price Certificate to the Developer calculating the Resale Price Multiplier. The Developer shall as a condition of the sale cause the purchaser to record the Resale Price Certificate immediately after the first deed of each Affordable Unit.
(c) Prior to marketing or otherwise making available for sale any of the Units, the Developer must obtain the Subsidizing Agency's approval of an Affirmative Fair Housing Marketing Plan (the "AFHMP") for the Affordable Units to be administered under the supervision of the Affordability Monitoring Agent. After such approval, the AFHMP may not be amended without the Subsidizing Agency's consent. If required under the Comprehensive Permit and approved by the Subsidizing Agency, the AFHMP may also include a preference for local residents, which in no event may exceed more than seventy percent (70%) of the Affordable Units; provided that, in the event a local resident preference is established, use of the preference shall not violate applicable fair housing laws and regulations. All costs of carrying out the AFHMP with respect to outreach, location and selection of the initial Eligible Purchasers shall be paid by the Developer; thereafter, such costs shall be paid from the Resale Fee (as defined in the Affordable Housing Restriction). The Developer agrees to maintain for at least five (5) years following the sale of the last Affordable Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and all Affirmative Fair Marketing efforts (collectively "Marketing Documentation") as described in the AFHMP. The Marketing Documentation may be inspected at any time by the Affordability Monitoring Agent, the Subsidizing Agency and the Municipality. If at any time prior to or during the initial process of marketing the Affordable Units, the Subsidizing Agency determines that the Developer or the Affordability Monitoring Agent has not adequately complied with the approved AFHMP, the Developer or Affordability Monitoring Agent, as the case may be, shall take such additional corrective measures as shall be specified by the Subsidizing Agency.

4. Limited Dividend Requirement. (a) The Developer agrees that the aggregate profit from the Project which shall be payable to the Developer or to the partners, shareholders or other owners of Developer or the Project shall not exceed twenty percent (20%) of Total Development Costs (the "Allowable Profit"), which development costs have been approved by the Subsidizing Agency pursuant to the Comprehensive Permit Rules, this Regulatory Agreement, and the Limited Dividend Monitoring Services Agreement attached hereto as Exhibit C and incorporated herein by reference (the "Limited Dividend Monitoring Services Agreement"). Notwithstanding the foregoing, the Subsidizing Agency shall have the sole right to approve the Cost Examination and to determine the Allowable Profit. For so long as the Developer complies with the requirements of this section, the Developer shall be deemed to be a limited dividend organization within the meaning of the Act.

(b) Within one hundred-eighty (180) days after Substantial Completion of the Project, or, if later, within ninety (90) days of the date on which all units in the Project are sold, the Developer shall deliver to the Subsidizing Agency an itemized statement of Total Development Costs together with a statement of gross income from the Project received by the Developer to date in the format provided in the Subsidizing Agency's Cost Examination Program applicable to the Project along with all other documents required by the Cost Examination Program (the "Cost Examination"). The Cost Examination must be prepared and certified by a certified public accountant (satisfactory to the Subsidizing Agency) in accordance with the attestation standards established by the
American Institute of Certified Public Accountants. If all units in the Project have not been sold as of the date the Cost Examination is delivered to the Subsidizing Agency, the Developer shall at least once every ninety (90) days thereafter until such time as all of the Units are sold, deliver to the Subsidizing Agency an updated Cost Examination. If all units have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arm’s-length sales of comparable units, and a final Cost Examination shall be required within ninety (90) days thereafter. The Subsidizing Agency may allow additional time for submission of the Cost Examination if significant issues are determined to exist which prevent the timely submission of the Cost Examination, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Examination within ninety (90) days of written notice to the Developer.

(c) All related party transactions resulting in Project costs or income must be disclosed in the Cost Examination, and documentation must be provided identifying, where applicable, what portion of costs were paid to non-related third parties (e.g., subcontractors) and what portion were retained by related parties. In the event that any unit sales are made to related parties, the amount of income to be included in the Cost Examination for such sales shall be the greater of (i) the actual sales price of the unit, and (ii) the average sales price of the highest three (3) arm’s-length sales of comparable units.

(d) If any unit is sold prior to the date the final Cost Examination is approved by the Subsidizing Agency, the Developer shall upon the request of the Subsidizing Agency provide evidence reasonably satisfactory to the Subsidizing Agency that any profit distributed to the Developer or to the partners, shareholders or other owners of Developer or the Project on such sale, combined with reasonably projected total profits from the Project, will not exceed the Allowable Profit.

(e) All profits from the Project in excess of the Allowable Profit, as finally determined by the Subsidizing Agency (the "Excess Profit"), shall be paid by the Developer to the Municipality promptly after such determination.

5. Affordability Monitoring Agent. At the request of the Subsidizing Agency, the Developer shall retain one or more Affordability Monitoring Agents for purposes of administration, monitoring and enforcement under this Agreement pursuant to an agreement substantially in the form of the Affordability Monitoring Services Agreement attached hereto as Exhibit D and incorporated herein by reference (the "Affordability Monitoring Services Agreement"). All notices and reports required to be submitted under this Agreement shall be submitted simultaneously to the specified entity and to the Affordability Monitoring Agent. The Affordability Monitoring Services Agreement may be terminated by the Subsidizing Agency or the Affordability Monitoring Agent as provided in the Affordability Monitoring Services Agreement. In the event of such termination, a successor monitoring agent shall be selected in accordance with the provisions of the Affordability Monitoring Services Agreement, and thereafter such successor shall be the Affordability Monitoring Agent for the Project.
6. Developer’s Representations, Covenants and Warranties. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a duly organized under
the laws of the Commonwealth of Massachusetts, and is qualified to transact business
under the laws of said Commonwealth, (ii) has the power and authority to own its
properties and assets and to carry on its business as now being conducted, and (iii) has
the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i)
will not violate or, as applicable, has not violated any provision of law, rule or regulation,
or any order of any court or other agency or governmental body, and (ii) will not violate
or, as applicable, has not violated any provision of any indenture, agreement, mortgage,
mortgage note, or other instrument to which the Developer is a party or by which it or the
Project is bound, and (iii) will not result in the creation or imposition of any prohibited
encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this
Agreement, have good and marketable title to the premises constituting the Project free
and clear of any lien or encumbrance (subject to encumbrances created pursuant to this
Agreement, and any other documents executed in connection with the loan from the NEF
Lender, or other encumbrances permitted by the Subsidizing Agency).

(d) There is no action, suit or proceeding at law or in equity or by or before
any governmental instrumentality or other agency now pending, or, to the knowledge of
the Developer, threatened against or affecting it, or any of its properties or rights, which,
if adversely determined, would materially impair its right to carry on business
substantially as now conducted (and as now contemplated by this Agreement) or would
materially adversely affect its financial condition.

7. No Discrimination. There shall be full compliance with the provisions of
all state or local laws prohibiting discrimination in housing, and the Developer shall not
discriminate in the selection of buyers for the units in the Project on the basis of race,
color, religion, sex, national origin, genetic information, ancestry, sexual orientation, age,
familial status, children, marital status, veteran status or membership in the armed
services, the receiving of public assistance, or physical or mental disability; and the
Developer shall not so discriminate in connection with the employment or application for
employment of persons for the construction, operation or management of the Project.

8. Restrictions on Transfers and Junior Encumbrances. Except for sales of
units to homebuyers as permitted by the terms of this Agreement, Developer shall not
sell, convey, transfer, ground lease, lease, exchange, pledge, assign, mortgage or
otherwise transfer its interest, or any portion of its interest, in the Project or any portion
of the Project without the prior written consent of the Subsidizing Agency. In the event
the Subsidizing Agency grants such approval, the Developer agrees, prior to any transfer
of ownership of the Project or any portion thereof or interest therein, to secure from the
transferee a written agreement stating that the transferee will assume in full the
Developer’s obligations and duties under this Agreement.

9. **Casualty.** Until such time as decisions regarding repair of damage due to
fire or other casualty, or restoration after taking by eminent domain, shall be made by a
condominium association or trust not controlled by the Developer (or if the Project
consists of detached dwellings, by homebuyers), Developer agrees that if the Project, or
any part thereof, shall be damaged or destroyed or shall be condemned or acquired for
public use, the Developer shall use its best efforts to repair and restore the Project to
substantially the same condition as existed prior to the event causing such damage or
destruction, or to relieve the condemnation, and thereafter to operate the Project in
accordance with the terms of this Agreement, subject to the approval of the Subsidizing
Agency.

10. **Defaults; Remedies.** (a) Any default, violation, or breach of obligations of
the Developer hereunder shall constitute an Event of Default hereunder (an “Event of
Default”) if such default, violation, or breach is not cured to the satisfaction of the
Subsidizing Agency within thirty (30) days after the Subsidizing Agency or the
Affordability Monitoring Agent gives notice to the Developer. At any time after the
occurrence of an Event of Default, at the Subsidizing Agency’s option, and without
further notice, the Subsidizing Agency may apply to any state or federal court for specific
performance of this Agreement, or the Subsidizing Agency may exercise any other
remedy at law or in equity or take any other action as may be necessary or desirable to
correct non-compliance with this Agreement, including without limitation drawing upon
the additional security described in Section 11 below. The Affordability Monitoring
Agent shall have the same rights as the Subsidizing Agency to exercise remedies
hereunder.

(b) The Developer shall pay all fees and expenses (including legal fees) of the
Subsidizing Agency and the Affordability Monitoring Agent incurred in connection with
enforcement of the Developer’s obligations hereunder. The Developer hereby grants to
the Subsidizing Agency and the Affordability Monitoring Agent a lien on the Project,
junior to the lien securing the loan from the NEF Lender, to secure payment of such fees
and expenses. The Subsidizing Agency and the Affordability Monitoring Agent may
perfect a lien on the Project by recording/filing one or more certificates setting forth the
amount of the costs and expenses due and owing in the Registry. A purchaser of the
Project or any portion of the Project shall be liable for the payment of any unpaid costs
and expenses which were the subject of a recorded/filed certificate prior to the
purchaser’s acquisition of the Project or any portion thereof.

(c) The Subsidizing Agency and the Affordability Monitoring Agent shall
have access during normal business hours to all books and records of the Developer and
the Project in order to monitor the Developer's compliance with the terms of this Agreement.

(d) The Developer agrees to submit any information, documents or certifications requested by the Subsidizing Agency or the Affordability Monitoring Agent that either shall deem necessary or appropriate to evidence the continuing compliance of the Developer with the terms of this Agreement.

11. Additional Security. As required by 760 CMR 56.04(7)(c), the Developer shall secure to the Subsidizing Agency adequate financial surety to ensure completion of the Cost Examination and to ensure distribution of any Excess Profit. In furtherance of the Developer's obligations hereunder to construct the Project in accordance with the Plans and Specifications, to comply with the Affordability Requirement and otherwise to comply with its obligations under this Agreement, the Developer shall deliver to the Subsidizing Agency such additional security as the Subsidizing Agency may deem reasonable in form and amount ("Additional Security"). The Subsidizing Agency may waive the requirement for such Additional Security in its sole discretion.

12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. Notices. (a) All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party (or its successor) may from time to time designate by written notice:

The Subsidizing Agency:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: Director of Comprehensive Permit Programs

Developer:

Affordability Monitoring Agent:
(b) The Developer shall notify the Subsidizing Agency and the Affordability Monitoring Agent promptly upon the occurrence of the following events: (i) the date of satisfaction of all conditions to funding the loan from the NEF Lender; (ii) issuance of the building permit for the Project or any portion thereof; (iii) Substantial Completion; (iv) sale of the first unit in the Project; (v) sale of the first Affordable Unit; (vi) sale of the last Affordable Unit; and (vii) sale of the last unit in the Project.

14. Term. (a) The term of this Agreement (the “Term”) shall continue until the date the Affordability Monitoring Agent and the Subsidizing Agency have determined that the Developer has complied with the Affordability Requirement and the Limited Dividend Requirement Limitations on Profits, including all substantive and reporting requirements hereunder. The recording of a discharge of this Agreement executed by the Subsidizing Agency shall evidence the end of the Term.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns that this Agreement and the covenants, agreements and restrictions contained herein (i) shall be and are covenants running with the land, encumbering the Project for the Term, and are binding upon the Developer’s successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of the Subsidizing Agency and its successors and assigns for the Term. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) This Agreement and the use and resale restrictions contained in each of the Affordable Housing Restrictions which are to encumber each of the Affordable Units at the Project pursuant to the requirements of this Agreement shall constitute an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws. Such restrictions shall be for the benefit of the Municipality and the Affordability Monitoring Agent, and the Municipality and the Affordability Monitoring Agent shall be deemed to be the holders of the affordable housing restriction created by the restrictions in each of the Affordable Housing Restrictions.

15. Subsidized Housing Inventory. The Affordable Units shall be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.03(2) in accordance with rules and regulations issued by DHCD, as amended from time to time.

16. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Subsidizing Agency and the Affordability Monitoring Agent evidence of such recording.
or filing including the date and instrument, book and page or registration number of the Agreement.

17. Intent and Effect. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable homeownership opportunities for eligible families who are often denied such opportunities for lack of financial resources.

18. Miscellaneous. (a) The rights and obligations of the Subsidizing Agency under this Agreement shall continue for the Term, regardless of whether the loan from the NEF Lender is still outstanding.

(b) Neither the Subsidizing Agency nor the Affordability Monitoring Agent shall be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

(c) The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency and Affordability Monitoring Agent against all damages, costs and liabilities, including reasonable attorney’s fees, asserted against the Subsidizing Agency or the Affordability Monitoring Agent by reason of its relationship to the Project under this Agreement and not involving the Subsidizing Agency or the Affordability Monitoring Agent acting in bad faith and with gross negligence.

(d) This Agreement shall not be amended without written consent of the Developer and the Subsidizing Agency.

(e) If at any time during the Term there is no Affordability Monitoring Agent, the Subsidizing Agency shall have all the rights and obligations set forth herein as rights and obligations of the Affordability Monitoring Agent.

19. Conflict. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Project and the terms of this Agreement, the terms of this Agreement shall control.

[Remainder of page intentionally left blank.]
Executed as a sealed instrument as of the date first above written.

[DEVELOPER]

By:  
Name:  
Title:  

MASSACHUSETTS HOUSING FINANCE AGENCY, as Subsidizing Agency as aforesaid

By:  
Gregory P. Watson, Manager  
Comprehensive Permit Programs

Acknowledgement of Zoning Board of Appeals

Exhibit A – Legal Description  
Exhibit B – Form of Affordable Housing Restriction  
Exhibit C – Form of Affordable Housing Restriction Mortgage  
Exhibit D – Form of Limited Dividend Monitoring Services Agreement  
Exhibit E – Form of Affordability Monitoring Services Agreement
COMMONWEALTH OF MASSACHUSETTS

__________________________ County, ss.

On this _____ day of ___________, 20__, before me, the undersigned notary public, personally appeared ________________, the ________________ of ________________, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of ________________.

__________________________ Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

__________________________ County, ss.

On this _____ day of ___________, 20__, before me, the undersigned notary public, personally appeared Gregory P. Watson, Manager, Comprehensive Permit Programs of the Massachusetts Housing Finance Agency, as Subsidizing Agency as aforesaid, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of Massachusetts Housing Finance Agency.

__________________________ Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

__________________________ County, ss.

On this _____ day of ___________, 20__, before me, the undersigned notary public, personally appeared ________________, the ________________ of ________________.
__, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of __________.

Notary Public
My commission expires:
ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly appointed Chairman and members of the __________________ Zoning Board of Appeals hereby acknowledge that, after due consideration of the Developer’s request, pursuant to the requirements of 760 CMR 56.05(11), the Board hereby agrees that the foregoing Regulatory Agreement, including the terms and conditions of the form of Affordable Housing Restriction, Affordability Monitoring Services Agreement, and Limited Dividend Monitoring Services Agreement attached thereto, satisfy the requirements of the Comprehensive Permit as defined therein.

Without limiting the generality of the foregoing, the units in the Project required to be affordable under the Comprehensive Permit shall be affordable if such units are subject to an Affordable Housing Restriction in the form attached to the foregoing Regulatory Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only to the extent in compliance with applicable state and federal fair housing rules; and compliance with the limited dividend requirement shall be determined solely by the Subsidizing Agency (as defined at 760 CMR 56.02) under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Guidelines. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.

__________________ ZONING BOARD OF APPEALS

Chairman

__________________

__________________

__________________
COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this ___ day of __________, 20___, before me, the undersigned notary public, personally appeared __________________________, the Chairman of the Zoning Board of Appeals, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of the _______ Zoning Board of Appeals.

Notary Public
My commission expires:
EXHIBIT A

Legal Description
EXHIBIT B

Affordable Housing Restriction

(see attached)
EXHIBIT C

Affordable Housing Restriction Mortgage

(see attached)
EXHIBIT D

Limited Dividend Monitoring Services Agreement

(see attached)
EXHIBIT E

Affordability Monitoring Services Agreement

(see attached)
Exhibit H

Soil Reports
MAP LEGEND

Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowing
- Boron Pit
- Clay Pit
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot

Water Features
- Streams and Canals

Transportation
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Special Line Features
- Other

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Essex County, Massachusetts, Northern Part
Survey Area Data: Version 11, Sep 28, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 30, 2011—Apr 8, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
# Map Unit Legend

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<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
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<td>12A</td>
<td>Maybid silt loam, 0 to 3 percent slopes</td>
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<td>33.4%</td>
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<tr>
<td>312B</td>
<td>Woodbridge fine sandy loam, 0 to 8 percent slopes, extremely stony</td>
<td>0.3</td>
<td>0.9%</td>
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<td>422B</td>
<td>Canton fine sandy loam, 3 to 8 percent slopes, extremely stony</td>
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<td>3.9%</td>
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<tr>
<td>422D</td>
<td>Canton fine sandy loam, 15 to 25 percent slopes, extremely stony</td>
<td>19.0</td>
<td>61.7%</td>
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<td>711D</td>
<td>Charlton-Rock outcrop-Hollis complex, 15 to 25 percent slopes</td>
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<td><strong>Totals for Area of Interest</strong></td>
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Exhibit I

Water Flow Test
COMMENTS:

HYDRANT #2 (Flow Hydrant) -

PITOL FLOW
1000

MINUTE
GALLONS
PER
ORYFACE

STATIC PRESSURE
10

RESIDUAL PRESSURE
8

OUTLET TEST SIZE
2

OUTLET ORYFACE

PROPERTY OWNER: Byfield Estates LLC

TECHNICIAN: [Signature]

SIGNATURE:

DATE: 11/17/17

enci FIRE PROTECTION
BOSTON PROVIDENCE

Exhibit J

Site Plans
# 40B Comprehensive Permit

## The Villages at Cricket Lane

**Byfield, MA**

**Date:** January 22, 2020

**Prepared For:**

Owner/Developer

**Cricket Road Development, LLC**

92 Middlesex Road

Tyngsborough MA, 01879

<table>
<thead>
<tr>
<th>Index of Drawings</th>
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</tbody>
</table>

**Prepared By:**

**Ranger Engineering Group, Inc.**

Ranger Engineering Group, Inc.

13 Branch Street, Suite 101

Methuen, MA 01844

Tel: 978-208-1782

rangeteng.com

**NOT FOR CONSTRUCTION**
Exhibit K

Open Space Connection Plan
Exhibit L

Architectural Drawings
Exhibit M

Stormwater Design Narrative
In accordance with the 40B regulations in the Commonwealth of Massachusetts Ranger Engineering Group (Ranger) has prepared a comprehensive Stormwater Management Plan for submittal to the Town of Newbury, MA Zoning Board of Appeals on behalf of Cricket Lane, LLC in support of an Application for a Chapter 40B Subdivision for the proposed development of a roadway and 24 single family dwelling units at 55 Pearson Drive in Byfield, Massachusetts.

The project site consists of a 15.08 ± acre parcel of land located at the rear portion of 55 Pearson Drive (Assessors Map 20 Lot 75) in the Byfield section of Newbury, Massachusetts (see Ranger Dwg. CS9201). The site presently is undeveloped and can be characterized as wooded land with rolling topography and some statutory wetland areas. The parcel is bordered by residential properties located along Pearson Drive to the south, residential properties with large areas of wooded land to the east, and primarily undeveloped land associated with the Martin Burns Wildlife Management Area to the west and north. Access to the property is gained through an easement over the front portion of 55 Pearson Drive which is an existing lot containing one single family dwelling.

The majority of the site consists of undeveloped woodlands consisting of a mix of deciduous trees. Generally the topography is rolling and undulating with moderate slopes. The site contains rock (ledge) outcroppings and surface boulders and stones which are visible throughout the site. The site is situated at an elevation which is slightly higher than the properties along Pearson Drive and contains several identified bordering vegetated wetlands (BVW), an isolated land subject to flooding (ILSF), and a vernal pool. The BVW areas are located on the east and west sides of the development and the ILSF is located on the south center of the property. The developed portion of the site is as much as 20 feet higher in elevation than the wetland areas.

The Applicant proposes to construct 24 single family homes on a 22' wide access roadway from Pearson Drive. The roadway gains access to Pearson Drive through an easement over the parcel of land fronting Pearson Drive containing the existing dwelling. The roadway will cross a small portion of bordering vegetated wetland to gain access to the higher areas on the site.

The subdivision will include construction of approximately 800± linear feet of paved roadway measuring 22' wide. A 5' wide sidewalk will be constructed along one side of the new roadway and the roadway will be lined with sloped granite curbing.

A closed drainage system will be constructed to collect and convey stormwater runoff to several open detention basins and an underground detention and infiltration structure located onsite. The closed drainage system will consist of deep sump catch basins, manholes, and piping. The underground detention and infiltration system will be located under the cul de sac landscape area and will discharge to one of the open detention basins. Three open detention basins will be located adjacent to BVW areas on the east and west sides of the site which will discharge runoff to the BVW areas.

The comparative hydrologic analysis of pre-development conditions to post-development conditions was performed using the Soil Conservation Service, Technical Release 20 (TR-20). The 2-, 10-, 25-, 50-, and 100-year storm events were modeled for a 24-hour, Type III storm using HydroCAD version 8.5.
The calculations demonstrate that the post development flow rates from the project site are less than the predevelopment flow rates in all storms with the exception of two small storm events where the total volume of runoff flowing into the isolated land subject to flooding is slightly higher than in the pre development condition, however the volume is fully captured in the isolated land subject to flooding.

The project has been designed to meet the Mass DEP Stormwater Management Standards outlined in the Wetlands Protection Act Regulations, 310 CMR 10.05(6)(k) to the maximum extent possible. The project’s conformance with these standards is described below.

**Standard 1: No New Untreated Discharges – Met**
There will be no new untreated outfalls proposed as part of this project; the stormwater management system is designed to provide a minimal level of water quality treatment for all discharges.

**Standard 2: Peak Rate Attenuation – Met**
There will be an increase to the impervious area in all watersheds as a result of this project. The drainage collection and conveyance system has been designed to direct stormwater to detention structures to attenuate increases in peak runoff. Pre- and post-development watershed analyses of the drainage systems were performed for the 2, 10, 25, 50 and 100-year storms. The results of the analysis indicate that post-development peak discharge rates will not increase from the pre-development discharge rates for all design points in the analysis.

**Standard 3: Recharge Volume – Met**
At a minimum, Standard 3 requires that the post-development site provides at least as much recharge volume as the existing conditions. There will be an increase to the impervious areas of 101,378 square feet in the post development condition which is broken down as follows:

**Standard 4: Water Quality – Met**
According to Standard 4, the project is subject to an 80% TSS Removal Rate requirement and the one half-inch rule for the water quality volume calculations. The project increases the impervious paved area by 59,138 square feet. Water quality will be provided in two separate treatment trains utilizing infiltration and a constructed treatment wetlands.

**Standard 5: LUHPPL’s – Not applicable**

**Standard 6: Critical Areas – Met**
The development site contains one certified vernal pools which is considered a critical area. Stormwater BMP’s and the discharge from the BMP’s are required to be located outside of the 100’ vernal pool buffer zone.

The proposed design routes all runoff from paved areas away from the vernal pool buffer zones and to the roadway catch basin system which discharges to wetland areas not associated with, or downstream of vernal pools. The roof infiltration systems and detention basins have been located outside of the 100 foot vernal pool buffer zone.
Standard 7: Redevelopment Projects – Not applicable

Standard 8: Erosion and Sediment Control – Met

Soil and erosion control shall be provided during construction by means of straw bales or waddles, siltation fence, and/or compost filter tubes. The Stormwater Pollution Prevention Plan (SWPPP) will be the responsibility of the selected Contractor. The Contractor will submit the SWPPP prior to any land disturbance.

Standard 9: Operation and Maintenance Plan – Met

The operation and maintenance plan for the post-construction BMP’s on this project will be the responsibility of the Condominium Association which will be formed for the development. The Operation and Maintenance Plan for the proposed drainage systems will be adopted into the current operation and maintenance plan and can be found in the Appendix.

Standard 10: Illicit Discharges – Met

There are no known or suspected illicit discharges to the proposed stormwater conveyance system.

In summary, this project meets Standards 1, 2, 3, 4, 6, 8, 9, and 10. Standards 5, and 7 are not applicable to the project.

Refer to the Stormwater Management Report prepared by Ranger Engineering Group for the complete analysis and calculations supporting this abbreviated stormwater design narrative.
STORMWATER MANAGEMENT REPORT
THE VILLAGE AT CRICKET LANE

55 PEARSON DRIVE, BYFIELD, MA 01922

ASSESSOR’S MAP 20 LOT 75

January 31, 2020

Submitted to:

Town of Newbury
12 Kent Way
Byfield, MA 01922

Prepared for:

Cricket Road Development, LLC
92 Middlesex Road
Tyngsborough, MA 01879

Prepared by:

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INTRODUCTION

In accordance with the 40B regulations in the Commonwealth of Massachusetts Ranger Engineering Group (Ranger) has prepared a comprehensive Stormwater Management Plan for submittal to the Town of Newbury, MA Zoning Board of Appeals on behalf of Cricket Lane, LLC in support of an Application for a Chapter 40B Subdivision for the proposed development of a roadway and 24 single family dwelling units at 55 Pearson Drive in Byfield, Massachusetts

EXISTING CONDITIONS

The project site consists of a 15.08 ± acre parcel of land located at the rear portion of 55 Pearson Drive (Assessors Map 20 Lot 75) in the Byfield section of Newbury, Massachusetts (see Ranger Dwg. CS9201). The site presently is undeveloped and can be characterized as wooded land with rolling topography and some statutory wetland areas. The parcel is bordered by residential properties located along Pearson Drive to the south, residential properties with large areas of wooded land to the east, and primarily undeveloped land associated with the Martin Burns Wildlife Management Area to the west and north. Access to the property is gained through an easement over the front portion of 55 Pearson Drive which is an existing lot containing one single family dwelling.

The majority of the site consists of undeveloped woodlands consisting of a mix of deciduous trees. Generally the topography is rolling and undulating with moderate slopes. The site contains rock (ledge) outcroppings and surface boulders and stones which are visible throughout the site. The site is situated at an elevation which is slightly higher than the properties along Pearson Drive and contains several identified bordering vegetated wetlands (BVW), an isolated land subject to flooding (ILSF), and a vernal pool. The BVW areas are located on the east and west sides of the development and the ILSF is located on the south center of the property. The developed portion of the site is as much as 20 feet higher in elevation than the wetland areas.

PROPOSED CONDITIONS

The Applicant proposes to construct 24 single family homes on a 22' wide access roadway from Pearson Drive. The roadway gains access to Pearson Drive through an easement over the parcel of land fronting Pearson Drive containing the existing dwelling. The roadway will cross a small portion of bordering vegetated wetland to gain access to the higher areas on the site.

The subdivision will include construction of approximately 800± linear feet of paved roadway measuring 22' wide. A 5' wide sidewalk will be constructed along one side of the new roadway and the roadway will be lined with sloped granite curbing.

A closed drainage system will be constructed to collect and convey stormwater runoff to several open detention basins and an underground detention and infiltration structure located onsite. The closed drainage system will consist of deep sump catch basins, manholes, and piping. The underground detention and infiltration system will be located under the cul de sac landscape area and will discharge to one of the open detention basins. Three open detention basins will be located adjacent to BVW areas on the east and west sides of the site which will discharge runoff to the BVW areas.
The subdivision will be serviced by municipal water and private utilities such as underground electric, gas, cable TV, and telephone. The subdivision’s sewer collection system will be connected to a common septic systems located on the west side of the site.

VI. STORMWATER DESIGN

The proposed stormwater system will maintain the same drainage patterns as under the pre-development conditions. Increases to peak rates of flow will be mitigated onsite to minimize or eliminate impacts to downstream areas. Stormwater presently flows east, south, and west into the different wetland systems.

Closed Drainage Systems
The proposed closed drainage system consists of deep sump catch basins, drain manholes, and HDPE piping. The system conforms to the Town of Newbury subdivision regulations.

Stormwater Detention System

Three (3) open detention basins and one (1) underground basins are proposed to mitigate peak runoff rates and volumes, promote groundwater recharge, and to provide for water quality. The buried detention basin will be located beneath the landscape area at the center of the cul-de-sac and will be used to treat and infiltrate runoff as well as provide peak flow attenuation. The underground structure will discharge flow to an open detention basin located adjacent to the BVW to the east of the development. Two additional detention basins will be located at the west side of the developed area one of which will provide TSS removal for roadway runoff. The stormwater system is designed to contain and mitigate the 2-year, 10-year, 25-year, 50-year, and 100-year storm events.

System has been sized to provide both water quality treatment and recharge to satisfy the requirements of both Mass DEP Stormwater Management Standards 3 and 4.

Rooftop Runoff Infiltration

Each home will have gutters and downspouts which will be directed into individual roof runoff infiltration structures which consists of a single infiltrator chamber within a bed of crushed stone. The infiltration units are sized to infiltrate the first .35” of runoff from the rooftop impervious areas.

The drainage calculations do not account for the reduction in flow associated with the infiltration provided in the roof drain systems.
Wetland Resource Areas
The site does contain wetlands resource areas and will require the filing of a Notice of Intent (NOI) with the Town of Newbury Conservation Commission as part of the permitting process.

Flood Zone Classification
According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Essex County, Massachusetts, Community Panel 25009C0118G, effective date July 16, 2014, the site and nearby properties are located within Zone X, which is defined as areas outside of the 500-year floodplains (see attached).

Estimated Habitat for Rare Wildlife and Rare Species
According to current Massachusetts GIS Online Mapping Tool (Oliver), the site is not designated as an area for estimated habitat for rare wildlife or rare species and will not require a submittal to the Natural Heritage and Endangered Species Program (NHESP) as part of the permitting process.

The site does contain one (1) certified vernal pool. The site design is in compliance with the offset requirements for stormwater discharge and subsurface sewage disposal.

Soil Classification
According to the Soil Survey of Essex County, Massachusetts, prepared by the US Department of Agriculture, Soil Conservation Service, underlying soils located within the site consist primarily of Canton and Maybid soils (see Soils Map). The upland areas of the site are primarily Canton soils which are classified within SCS Hydrologic Soil Group B. The Maybid soils are located in and directly adjacent to the wetland resource areas.

Table 1
Hydrologic Soil Group Ratings

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>422D</td>
<td>Canton Fine Sandy Loam, 8-15 and 15-25 percent slopes, extremely stony</td>
<td>B</td>
</tr>
<tr>
<td>12A</td>
<td>Maybid Silt Loam, 0-3 percent slopes</td>
<td>D</td>
</tr>
</tbody>
</table>

The on-site soils consist of series, described by NRCS, as follows:

**Canton Fine Sandy Loam** series (SCS Classification “B”) consist of sloped terrain (8 to 25 percent), well drained soils on ridges, hills, and ground moraines. Canton Fine Sandy Loam soils consist of approximately 20% Charlton, Hollis, Scituate, and Montauk type soils.

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.
Per the soil survey, the general characteristics of the four (4) hydrologic soil groups are as follows:

**Group A** – Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

**Group B** – Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

**Group C** – Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

**Group D** – Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a clay pan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

**Subsurface Investigation**

Test pit investigations were conducted within the site to determine the presence of the Seasonal High Groundwater (SHGW) elevation and depth to bedrock. The soils were found to be consistent with a B soil type as indicated in the USGS soil survey report. Sufficient soils were found beneath the proposed detention/infiltration basin to allow for infiltration at a rate of 1" per hour.
Methodology
The comparative hydrologic analysis of pre-development conditions to post-development conditions was performed using the Soil Conservation Service, Technical Release 20 (TR-20). The 2-, 10-, 25-, 50-, and 100-year storm events were modeled for a 24-hour, Type III storm using HydroCAD version 8.5. HydroCAD calculations for pre-and post-development conditions are included in the Appendices.

The following rainfall amounts were utilized for each design storm event.

- 2-year Frequency Storm: 3.2 inches per 24-hours
- 10-year Frequency Storm: 4.8 inches per 24-hours
- 25-year Frequency Storm: 6.0 inches per 24-hours
- 50-year Frequency Storm: 7.0 inches per 24-hours
- 100-year Frequency Storm: 8.5 inches per 24-hours

Existing Watershed
The existing site does not contain any drainage systems. Stormwater runoff infiltrates onsite and flows offsite in all directions. The existing catchment areas and drainage runoff flow patterns associated with the site are illustrated on the attached Pre-Development Watershed Plan (Dwg. CS9201). The drainage patterns will be maintained under post-development conditions.

For the purposes of the hydrologic analyses, the existing site has been delineated into three (3) existing catchment areas which flow to three (3) different design points. All of the catchment areas flow offsite and are described as follows. As shown, surface drainage flows to the following site boundaries:

- Design Point #1 (DP1) – West bordering vegetated wetlands
- Design Point #2 (DP2) – South isolated land subject to flooding
- Design Point #3 (DP3) – East bordering vegetated wetland

Catchment EX1
Catchment EX1 includes areas of the site which direct stormwater runoff primarily toward the wetland series D on the west side of the property (DP #1). The area does not include any impervious surfaces and the topography within the catchment includes moderately sloped (approx. 4%-15%) areas and some flatter terrain adjacent to the wetland.

Catchment EX2
Catchment EX2 includes areas of the site which direct stormwater runoff primarily toward the south ILSF which is adjacent to the south property line (DP #2) and abutting developed areas along Pearson Drive. The area does not include any impervious surfaces and the topography within the catchment includes moderately sloped (approx. 4-20%) areas and some flatter terrain.

Catchment EX3
Catchment EX3 includes areas of the site which direct stormwater runoff primarily toward the east bordering vegetated wetland (DP #3). The area does not include any impervious surfaces and the topography within the catchment includes moderately sloped (approx. 4-20%) areas and some flatter terrain.
Proposed Watershed

The proposed subdivision will include a closed drainage system which will collect and convey stormwater runoff into several detention basins. For the purposes of the analyses, the proposed site has been divided into eleven (11) sub-catchment areas. The proposed catchment areas are shown on the Post-Development Watershed Plan (Dwg. CS9301)

The following Catchments flow to Design Point 1

Catchment P-1A
Catchment P-1A includes flow from lawn areas of the interior properties. Runoff from this catchment flows directly to the west BVW.

Catchment P-1B
Catchment P-1B includes pavement area and overland flow from lawn and rooftop areas of the interior properties. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

Catchment P-1C
Catchment P-1C includes pavement area and some overland flow from adjacent lawn. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

Catchment P-1D
Catchment P-1D includes pavement area and overland flow from adjacent lawn along the roadway. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

Catchment P-1E
Catchment P-1E includes overland flow from lawn areas of the interior properties and contains detention basin 1-1. Runoff from this catchment flows directly into detention basin 1-1

Catchment P-1F
Catchment P-1F includes pavement, roof, and some lawn areas. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

Catchment P-1G
Catchment P-1G includes pavement, roof, and some lawn areas. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

Catchment P-1H
Catchment P-1H includes pavement, roof, and some lawn areas. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

Catchment P-1I
Catchment P-1I includes mostly lawn areas which flow directly to detention basin 1-2. Detention basin 1-2 is part of this catchment

Catchment P-1J
Catchment P-1J includes some grass areas and woodland which will flow directly to the BVW on the west side of the property.
The following Catchments flow to Design Point 2

**Catchment P-2A**
Catchment P-2A includes lawn areas and some rooftop. The area flows directly to the ILSF on the south of the property which is design point 2.

**The following Catchments flow to Design Point 3**

**Catchment P-3A**
Catchment P-3A includes woods and lawn areas which flow directly to the east BVW which is design point 3.

**Catchment P-3B**
Catchment P-3B includes roof, some lawn areas, and the detention basin 3-2. Runoff from this catchment flows directly to detention basin 3-2.

**Catchment P-3C**
Catchment P-3C includes pavement, roof, and some lawn areas. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

**Catchment P-3D**
Catchment P-3D includes pavement, roof, and some lawn areas. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.

**Catchment P-3E**
Catchment P-3E includes pavement, roof, and some lawn areas. Runoff from this catchment flows toward the gutter line of the subdivision roadway where it is collected within the proposed closed drainage system.
IX. SUMMARY OF PEAK DISCHARGE RATES

The estimation of flow rates and volumes were calculated utilizing HydroCad stormwater modeling software. The methodology is SCS TR-20, Type III, 24-hour rainfalls (2, 10, 25, 50 & 100-year frequency storm events). Supporting calculations are included in the Appendix.

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<tr>
<th>Point of Analysis</th>
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<th>Pre-Development Rate (CFS)</th>
<th>Post-Development Rate (CFS)</th>
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<td></td>
<td>10-year</td>
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<td></td>
<td>25-year</td>
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<td></td>
<td>50-year</td>
<td>5.60</td>
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<tr>
<td></td>
<td>100-year</td>
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<tr>
<td>(West Wetland)</td>
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<td>10-year</td>
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<td>50-year</td>
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<td></td>
<td>100-year</td>
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<td>(South Isolated Land Subject to Flooding)</td>
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<td></td>
<td>25-year</td>
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<td></td>
<td>50-year</td>
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<tr>
<td></td>
<td>100-year</td>
<td>8.24</td>
<td>5.83</td>
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</table>

*Although the rate of runoff more than doubles, the volume of runoff only increases by 235 cubic feet which is approximately 10%. This design point is the isolated land subject to flooding which has a volume of 11,375 cubic feet. The additional volume of stormwater will not overtop the isolated land subject to flooding, which would only occur in a 50 or 100 year storm event.

** Although the peak rate of flow increases slightly the total volume of runoff is decreased from 7104 cubic feet to 6002 cubic feet which will result in less of an impact downstream.
X. STORMWATER MANAGEMENT STANDARDS

The project has been designed to meet the Mass DEP Stormwater Management Standards outlined in the Wetlands Protection Act Regulations, 310 CMR 10.05(6)(k) to the maximum extent possible. The project’s conformance with these standards is described below.

STORMWATER MANAGEMENT PRACTICES

The majority of the stormwater runoff from the developed site is routed through a closed drainage system into detention ponds at the low points on the east and west sides of the property. Detention ponds 1-2 and 3-2 have been designed as dry detention basins to control flow.

Detention basin 1-1 is designed with its outlet elevated above the bottom of the pond to provide treatment in a constructed wet pond within the basin.

Buried detention basin 3-1, which is comprised of 4’ x 4’ open bottom concrete structures set in a bed of stone, provides stormwater storage and treatment. The bottom portion of the stormwater volume in the buried basin is retained and infiltrated while several rows of chambers are wrapped in filter fabric to provide stormwater treatment. Pre-treatment of stormwater flow into this basin is provided by deep sump catch basins.

Additional infiltration is provided by directing roof runoff into individual infiltration structures. The volume of runoff captured in the stormwater structures is sufficient to meet both the standards for infiltration and for treatment. (See calculations below)

CONFORMANCE WITH STANDARDS

Standard 1: No New Untreated Discharges – Met
There will be no new untreated outfalls proposed as part of this project; the stormwater management system is designed to provide a minimal level of water quality treatment for all discharges.

Standard 2: Peak Rate Attenuation – Met
There will be an increase to the impervious area in all watersheds as a result of this project. The drainage collection and conveyance system has been designed to direct stormwater to detention structures to attenuate increases in peak runoff. Pre- and post-development watershed analyses of the drainage systems were performed for the 2, 10, 25, 50 and 100-year storms. The results of the analysis indicate that post-development peak discharge rates will not increase from the pre-development discharge rates for all design points in the analysis.

Standard 3: Recharge Volume— Met
At a minimum, Standard 3 requires that the post-development site provides at least as much recharge volume as the existing conditions. There will be an increase to the impervious areas of 101,378 square feet in the post development condition which is broken down as follows:

Paved Area = 59,138 square feet
Roof Areas = 42,240 square feet
The groundwater recharge requirement associated with this project based upon the Type B soil is 0.35'' over the area of impervious surface. The total groundwater recharge requirement is 101,174 square feet x 0.35 inches. The equation is as follows:

101,378 sf x (0.35 '/12'') = **2,956 cubic feet**

Infiltration is accomplished by infiltrating individual roofs with individual infiltrators located adjacent to each dwelling unit and through the buried detention basin 3-1.

The area required for infiltration of each roof is calculated as follows:

- ReV (roof area each unit) = 1760 sf x (0.35''/12) = **54 cf**
- The volume of infiltration available in each roof infiltrator system is **98 cf > 54 CF**
- See Hydrocad Calculations for roof infiltrator capacity.

The infiltration area provided in detention basin 3-1 can be calculated as follows:

Volume of storage in crushed stone below bottom of 4' x 4' chambers + volume of storage in chambers below system outlet + volume in stone around chambers below system outlet. The equation is as follows:

\[
[(68' x 58' x .5) x .4] + [(3.5 x 3.5 x .5) x 192] + [(68' x 58' - 3072 sq. ft.) x .5' x .4] = 2,079 cubic feet
\]

- 68' = length of infiltration area
- 58' = width of infiltration area
- .4 = void space in crushed stone
- 3.5' x 3.5' = interior dimensions of concrete chambers
- 3072 sq ft = footprint area of 192 - 4' x 4' chambers

The lowest outlet invert in the system is 1' above the bottom of the system stone.

The total volume of infiltration available in the roof infiltrators and detention basin 3-1 combined is (24 units x 98 cf./unit) + 2,079cf = **4,431 cubic feet**

The stormwater management act requires that no less than 65% of the impervious area flow to the infiltration systems for the project site.

The proposed project is designed so that all proposed roof areas direct runoff through a gutter and downspout system to the individual roof infiltrator systems. The area of these roofs totals 42,240 square feet.

The roadway surface areas directed to the subsurface detention basin with infiltration are those contained in subcatchments 3C, 3D, and 3E. (see Hydrocad report) The total area = 32,997 square feet.

The total amount of impervious surface directed to the infiltration systems = 42,240 sf + 32,997 = 75,237 square feet.

The percentage of impervious area flowing to the infiltration systems is 75,237 sf / 101,378 sf. = **74.2% > 65%**
The stormwater management act requires that the amount of infiltration be adjusted to reflect the reduced surface flowing to the infiltration systems. The adjustment equation is proportional to the areas as follows:

\[
\text{Total site impervious area / impervious area flowing to infiltration systems} = \text{adjustment factor. The equation for this site is as follows:}
\]

\[
101,378 \text{ sf impervious area on site} / 75,237 \text{ sf flowing to infiltration systems} = 1.35
\]

The required available infiltration capacity must be adjusted by 1.35%. The required infiltration can be calculated as 1.35% x 2,951 cu ft. = 3,983 cu ft. < 4,431 cu ft. provided

**72-Hour Drawdown Calculations**

The drawdown time for the detention basin is determined with the following equation.

\[
\text{Time (drawdown)} = \frac{\text{ReV}}{(K \times \text{Area})}
\]

Where,
- ReV = recharge Volume Provided
- K = Saturated Hydraulic Conductivity (Rawls Rate for HSG B soils)
- Area = Average Surface area of basin bottom

Six (6) soil samples were taken on site, one of which was beneath the buried infiltration/detention system in the cul de sac or other upland areas which indicate that the underlying soil is a silt loam. The infiltration rate associated with the silt loam is .27 inches per hour and is the rate used in the drawdown calculations below.

**Detention Basin**

\[
\text{Time (drawdown)} = \frac{2138 \text{ cf}}{(.27''/\text{hr})/12 \times 3,944 \text{ sf}} = 24.1 \text{ hours}
\]

**Roof Infiltrators**

\[
\text{Time (drawdown)} = \frac{98 \text{ cf}}{(.27''/\text{hr})/12 \times 70 \text{ sf}} = 62.2 \text{ hours}
\]

**Standard 4: Water Quality – Met**

According to Standard 4, the project is subject to an 80% TSS Removal Rate requirement and the one half-inch rule for the water quality volume calculations. The project increases the impervious paved area by 59,138 square feet. Water quality will be provided in two separate treatment trains as detailed below.
Detention Pond P1-1
Roadway and driveway surfaces draining to a detention pond with pocket wetland. This detention pond is associated with design point 1.

Water quality will be provided through the use of deep sump catch basins, sediment forbay, and a constructed pocket wetland within the detention basin. The water quality volume treated within this system would be as follows:

\[
\text{Impervious pavement area draining to detention basin} = 25,141 \text{ sf} \\
\text{Required WQV} = 25,141 \text{ sf x } (0.50''/12) = 1047 \text{ cf}
\]

The detention basin water quality treatment train includes deep sump catch basins, which provide a 25% TSS removal rate, and the pocket wetland with sediment forbay within the detention basin, which provides an 80% TSS removal rate. The total TSS removal rate for this treatment chain is 85%

Buried Detention Basin P3-1
Roadway and driveway surfaces drain to this detention basin which is associated with design point 3.

Water quality will be provided through the use of filter fabric wrapping around the exterior of the chambers. The outlet pipes are positioned so that the rows of chambers which are designed to provide TSS removal are surcharged with runoff prior to the runoff reaching the outlet invert. Once the treatment volume has been reached the remaining flow can slowly drain from the system. The required water quality volume treated within this system would be as follows:

\[
\text{Impervious pavement area draining to detention basin} = 33,997 \text{ sf} \\
\text{Required WQV} = 33,997 \text{ sf x } (0.50''/12) = 1,416 \text{ cf}
\]

The volume of water being treated is the same as is infiltrated which was calculated previously as 2079 cubic feet

The detention basin water quality treatment train includes deep sump catch basins, which provide a 25% TSS removal rate, and the subsurface structure with filter fabric wrap provides an 80% TSS removal rate. The total TSS removal rate for this treatment chain is 85%

Sediment Forebay Sizing
The sediment forebays has been sized for a volume equal to 0.10 inches multiplied by the impervious pavement area contributing to the detention basin.

\[
\text{Required Size of Detention Basin Forebay} = (0.10''/12) \times 20,383 = 250 \text{ cf} \\
\text{Provided Volume} = 260 \text{ cf > 250 cf}
\]

Standard 5: LUHPPL’s – Not applicable
Standard 6: Critical Areas – Met

The development site contains several certified vernal pools which are considered critical areas. Stormwater BMP’s and the discharge from the BMP’s are required to be located outside of the 100’ vernal pool buffer zone.

The proposed design routes all runoff from paved areas away from the vernal pool buffer zones and to the roadway catch basin system which discharges to wetland areas not associated with, or downstream of vernal pools. The roof infiltration systems and detention basins have been located outside of the 100 foot vernal pool buffer zone.

Standard 7: Redevelopment Projects – Not applicable

Standard 8: Erosion and Sediment Control – Met

Soil and erosion control shall be provided during construction by means of straw bales or waddles, siltation fence, and/or compost filter tubes. The Stormwater Pollution Prevention Plan (SWPPP) will be the responsibility of the selected Contractor. The Contractor will submit the SWPPP prior to any land disturbance.

Standard 9: Operation and Maintenance Plan – Met

The operation and maintenance plan for the post-construction BMP’s on this project will be the responsibility of the Condominium Association which will be formed for the development. The Operation and Maintenance Plan for the proposed drainage systems will be adopted into the current operation and maintenance plan and can be found in the Appendix.

Standard 10: Illicit Discharges – Met

There are no known or suspected illicit discharges to the proposed stormwater conveyance system.

In summary, this project meets Standards 1, 2, 3, 4, 6, 8, 9, and 10. Standards 5, and 7 are not applicable to the project.
A Stormwater Report must be submitted with the Notice of Intent permit application to document compliance with the Stormwater Management Standards. The following checklist is NOT a substitute for the Stormwater Report (which should provide more substantive and detailed information) but is offered here as a tool to help the applicant organize their Stormwater Management documentation for their Report and for the reviewer to assess this information in a consistent format. As noted in the Checklist, the Stormwater Report must contain the engineering computations and supporting information set forth in Volume 3 of the Massachusetts Stormwater Handbook. The Stormwater Report must be prepared and certified by a Registered Professional Engineer (RPE) licensed in the Commonwealth.

The Stormwater Report must include:

- The Stormwater Checklist completed and stamped by a Registered Professional Engineer (see page 2) that certifies that the Stormwater Report contains all required submittals. This Checklist is to be used as the cover for the completed Stormwater Report.
- Applicant/Project Name
- Project Address
- Name of Firm and Registered Professional Engineer that prepared the Report
- Long-Term Pollution Prevention Plan required by Standards 4-6
- Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan required by Standard 8
- Operation and Maintenance Plan required by Standard 9

In addition to all plans and supporting information, the Stormwater Report must include a brief narrative describing stormwater management practices, including environmentally sensitive site design and LID techniques, along with a diagram depicting runoff through the proposed BMP treatment train. Plans are required to show existing and proposed conditions, identify all wetland resource areas, NRCS soil types, critical areas, Land Uses with Higher Potential Pollutant Loads (LUPPL), and any areas on the site where infiltration rate is greater than 2.4 inches per hour. The Plans shall identify the drainage areas for both existing and proposed conditions at a scale that enables verification of supporting calculations.

As noted in the Checklist, the Stormwater Management Report shall document compliance with each of the Stormwater Management Standards as provided in the Massachusetts Stormwater Handbook. The soils evaluation and calculations shall be done using the methodologies set forth in Volume 3 of the Massachusetts Stormwater Handbook.

To ensure that the Stormwater Report is complete, applicants are required to fill in the Stormwater Report Checklist by checking the box to indicate that the specified information has been included in the Stormwater Report. If any of the information specified in the checklist has not been submitted, the applicant must provide an explanation. The completed Stormwater Report Checklist and Certification must be submitted with the Stormwater Report.

---

1 The Stormwater Report may also include the Illicit Discharge Compliance Statement required by Standard 10. If not included in the Stormwater Report, the Illicit Discharge Compliance Statement must be submitted prior to the discharge of stormwater runoff to the post-construction best management practices.

2 For some complex projects, it may not be possible to include the Construction Period Erosion and Sedimentation Control Plan in the Stormwater Report. In that event, the issuing authority has the discretion to issue an Order of Conditions that approves the project and includes a condition requiring the proponent to submit the Construction Period Erosion and Sedimentation Control Plan before commencing any land disturbance activity on the site.
B. Stormwater Checklist and Certification

The following checklist is intended to serve as a guide for applicants as to the elements that ordinarily need to be addressed in a complete Stormwater Report. The checklist is also intended to provide conservation commissions and other reviewing authorities with a summary of the components necessary for a comprehensive Stormwater Report that addresses the ten Stormwater Standards.

Note: Because stormwater requirements vary from project to project, it is possible that a complete Stormwater Report may not include information on some of the subjects specified in the Checklist. If it is determined that a specific item does not apply to the project under review, please note that the item is not applicable (N.A.) and provide the reasons for that determination.

A complete checklist must include the Certification set forth below signed by the Registered Professional Engineer who prepared the Stormwater Report.

Registered Professional Engineer's Certification

I have reviewed the Stormwater Report, including the soil evaluation, computations, Long-term Pollution Prevention Plan, the Construction Period Erosion and Sedimentation Control Plan (if included), the Long-term Post-Construction Operation and Maintenance Plan, the Illicit Discharge Compliance Statement (if included) and the plans showing the stormwater management system, and have determined that they have been prepared in accordance with the requirements of the Stormwater Management Standards as further elaborated by the Massachusetts Stormwater Handbook. I have also determined that the information presented in the Stormwater Checklist is accurate and that the information presented in the Stormwater Report accurately reflects conditions at the site as of the date of this permit application.

Registered Professional Engineer Block and Signature

Signature and Date

Checklist

Project Type: Is the application for new development, redevelopment, or a mix of new and redevelopment?

☒ New development
☐ Redevelopment
☐ Mix of New Development and Redevelopment
LID Measures: Stormwater Standards require LID measures to be considered. Document what environmentally sensitive design and LID Techniques were considered during the planning and design of the project:

- [ ] No disturbance to any Wetland Resource Areas
- [ ] Site Design Practices (e.g. clustered development, reduced frontage setbacks)
- [ ] Reduced Impervious Area (Redevelopment Only)
- [ ] Minimizing disturbance to existing trees and shrubs
- [ ] LID Site Design Credit Requested:
  - [ ] Credit 1
  - [ ] Credit 2
  - [ ] Credit 3
- [ ] Use of "country drainage" versus curb and gutter conveyance and pipe
- [ ] Bioretention Cells (includes Rain Gardens)
- [ ] Constructed Stormwater Wetlands (includes Gravel Wetlands designs)
- [ ] Treebox Filter
- [ ] Water Quality Swale
- [ ] Grass Channel
- [ ] Green Roof
- [ ] Other (describe):

Standard 1: No New Untreated Discharges

- [x] No new untreated discharges
- [x] Outlets have been designed so there is no erosion or scour to wetlands and waters of the Commonwealth
- [x] Supporting calculations specified in Volume 3 of the Massachusetts Stormwater Handbook included.
Checklist for Stormwater Report

Checklist (continued)

Standard 2: Peak Rate Attenuation

☐ Standard 2 waiver requested because the project is located in land subject to coastal storm flowage and stormwater discharge is to a wetland subject to coastal flooding.

☐ Evaluation provided to determine whether off-site flooding increases during the 100-year 24-hour storm.

☒ Calculations provided to show that post-development peak discharge rates do not exceed pre-development rates for the 2-year and 10-year 24-hour storms. If evaluation shows that off-site flooding increases during the 100-year 24-hour storm, calculations are also provided to show that post-development peak discharge rates do not exceed pre-development rates for the 100-year 24-hour storm.

Standard 3: Recharge

☒ Soil Analysis provided.

☒ Required Recharge Volume calculation provided.

☐ Required Recharge volume reduced through use of the LID site Design Credits.

☐ Sizing the infiltration, BMPs is based on the following method: Check the method used.

☒ Static  ☐ Simple Dynamic  ☐ Dynamic Field\(^1\)

☐ Runoff from all impervious areas at the site discharging to the infiltration BMP.

☒ Runoff from all impervious areas at the site is not discharging to the infiltration BMP and calculations are provided showing that the drainage area contributing runoff to the infiltration BMPs is sufficient to generate the required recharge volume.

☒ Recharge BMPs have been sized to infiltrate the Required Recharge Volume.

☐ Recharge BMPs have been sized to infiltrate the Required Recharge Volume only to the maximum extent practicable for the following reason:

☐ Site is comprised solely of C and D soils and/or bedrock at the land surface

☐ M.G.L. c. 21E sites pursuant to 310 CMR 40.0000

☐ Solid Waste Landfill pursuant to 310 CMR 19.0000

☐ Project is otherwise subject to Stormwater Management Standards only to the maximum extent practicable.

☒ Calculations showing that the infiltration BMPs will drain in 72 hours are provided.

☐ Property includes a M.G.L. c. 21E site or a solid waste landfill and a mounding analysis is included.

\(^1\) 80% TSS removal is required prior to discharge to infiltration BMP if Dynamic Field method is used.
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands Program

Checklist for Stormwater Report

Checklist (continued)

Standard 3: Recharge (continued)

☒ The infiltration BMP is used to attenuate peak flows during storms greater than or equal to the 10-year 24-hour storm and separation to seasonal high groundwater is less than 4 feet and a mounding analysis is provided.

☐ Documentation is provided showing that infiltration BMPs do not adversely impact nearby wetland resource areas.

Standard 4: Water Quality

The Long-Term Pollution Prevention Plan typically includes the following:
• Good housekeeping practices;
• Provisions for storing materials and waste products inside or under cover;
• Vehicle washing controls;
• Requirements for routine inspections and maintenance of stormwater BMPs;
• Spill prevention and response plans;
• Provisions for maintenance of lawns, gardens, and other landscaped areas;
• Requirements for storage and use of fertilizers, herbicides, and pesticides;
• Pet waste management provisions;
• Provisions for operation and management of septic systems;
• Provisions for solid waste management;
• Snow disposal and plowing plans relative to Wetland Resource Areas;
• Winter Road Salt and/or Sand Use and Storage restrictions;
• Street sweeping schedules;
• Provisions for prevention of illicit discharges to the stormwater management system;
• Documentation that Stormwater BMPs are designed to provide for shutdown and containment in the event of a spill or discharges to or near critical areas or from LUHPIPL;
• Training for staff or personnel involved with implementing Long-Term Pollution Prevention Plan;
• List of Emergency contacts for implementing Long-Term Pollution Prevention Plan.

☒ A Long-Term Pollution Prevention Plan is attached to Stormwater Report and is included as an attachment to the Wetlands Notice of Intent.

☐ Treatment BMPs subject to the 44% TSS removal pretreatment requirement and the one inch rule for calculating the water quality volume are included, and discharge:
  ☐ is within the Zone II or Interim Wellhead Protection Area
  ☐ is near or to other critical areas
  ☐ is within soils with a rapid infiltration rate (greater than 2.4 inches per hour)
  ☐ involves runoff from land uses with higher potential pollutant loads.

☐ The Required Water Quality Volume is reduced through use of the LID site Design Credits.

☒ Calculations documenting that the treatment train meets the 80% TSS removal requirement and, if applicable, the 44% TSS removal pretreatment requirement, are provided.
Checklist for Stormwater Report

Checklist (continued)

Standard 4: Water Quality (continued)

☐ The BMP is sized (and calculations provided) based on:
  ☒ The ½" or 1" Water Quality Volume or
  ☐ The equivalent flow rate associated with the Water Quality Volume and documentation is provided showing that the BMP treats the required water quality volume.

☐ The applicant proposes to use proprietary BMPs, and documentation supporting use of proprietary BMP and proposed TSS removal rate is provided. This documentation may be in the form of the propriety BMP checklist found in Volume 2, Chapter 4 of the Massachusetts Stormwater Handbook and submitting copies of the TARP Report, STEP Report, and/or other third party studies verifying performance of the proprietary BMPs.

☐ A TMDL exists that indicates a need to reduce pollutants other than TSS and documentation showing that the BMPs selected are consistent with the TMDL is provided.

Standard 5: Land Uses With Higher Potential Pollutant Loads (LUHPPLs)

☐ The NPDES Multi-Sector General Permit covers the land use and the Stormwater Pollution Prevention Plan (SWPPP) has been included with the Stormwater Report.

☐ The NPDES Multi-Sector General Permit covers the land use and the SWPPP will be submitted prior to the discharge of stormwater to the post-construction stormwater BMPs.

☒ The NPDES Multi-Sector General Permit does not cover the land use.

☐ LUHPPLs are located at the site and industry specific source control and pollution prevention measures have been proposed to reduce or eliminate the exposure of LUHPPLs to rain, snow, snow melt and runoff, and been included in the long term Pollution Prevention Plan.

☐ All exposure has been eliminated.

☐ All exposure has not been eliminated and all BMPs selected are on MassDEP LUHPPL list.

☐ The LUHPPL has the potential to generate runoff with moderate to higher concentrations of oil and grease (e.g., all parking lots with >1000 vehicle trips per day) and the treatment train includes an oil grit separator, a filtering bioretention area, a sand filter or equivalent.

Standard 6: Critical Areas

☐ The discharge is near or to a critical area and the treatment train includes only BMPs that MassDEP has approved for stormwater discharges to or near that particular class of critical area.

☐ Critical areas and BMPs are identified in the Stormwater Report.
Checklist (continued)

Standard 7: Redevelopments and Other Projects Subject to the Standards only to the maximum extent practicable

☐ The project is subject to the Stormwater Management Standards only to the maximum Extent Practicable as a:
  ☐ Limited Project
  ☐ Small Residential Projects: 5-9 single family houses or 5-9 units in a multi-family development provided there is no discharge that may potentially affect a critical area.
  ☐ Small Residential Projects: 2-4 single family houses or 2-4 units in a multi-family development with a discharge to a critical area
  ☐ Marina and/or boatyard provided the hull painting, service and maintenance areas are protected from exposure to rain, snow, snow melt and runoff
  ☐ Bike Path and/or Foot Path
  ☐ Redevelopment Project

☐ Redevelopment portion of mix of new and redevelopment.

☐ Certain standards are not fully met (Standard No. 1, 8, 9, and 10 must always be fully met) and an explanation of why these standards are not met is contained in the Stormwater Report.

☐ The project involves redevelopment and a description of all measures that have been taken to improve existing conditions is provided in the Stormwater Report. The redevelopment checklist found in Volume 2 Chapter 3 of the Massachusetts Stormwater Handbook may be used to document that the proposed stormwater management system (a) complies with Standards 2, 3 and the pretreatment and structural BMP requirements of Standards 4-8 to the maximum extent practicable and (b) improves existing conditions.

Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control

A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan must include the following information:

- Narrative;
- Construction Period Operation and Maintenance Plan;
- Names of Persons or Entity Responsible for Plan Compliance;
- Construction Period Pollution Prevention Measures;
- Erosion and Sedimentation Control Plan Drawings;
- Detail drawings and specifications for erosion control BMPs, including sizing calculations;
- Vegetation Planning;
- Site Development Plan;
- Construction Sequencing Plan;
- Sequencing of Erosion and Sedimentation Controls;
- Operation and Maintenance of Erosion and Sedimentation Controls;
- Inspection Schedule;
- Maintenance Schedule;
- Inspection and Maintenance Log Form.

☐ A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan containing the information set forth above has been included in the Stormwater Report.
Checklist (continued)

**Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control**
(continued)

☐ The project is highly complex and information is included in the Stormwater Report that explains why it is not possible to submit the Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan with the application. A Construction Period Pollution Prevention and Erosion and Sedimentation Control has not been included in the Stormwater Report but will be submitted before land disturbance begins.

☐ The project is not covered by a NPDES Construction General Permit.

☐ The project is covered by a NPDES Construction General Permit and a copy of the SWPPP is in the Stormwater Report.
☒ The project is covered by a NPDES Construction General Permit but no SWPPP been submitted. The SWPPP will be submitted BEFORE land disturbance begins.

**Standard 9: Operation and Maintenance Plan**

☒ The Post Construction Operation and Maintenance Plan is included in the Stormwater Report and includes the following information:

☒ Name of the stormwater management system owners;

☒ Party responsible for operation and maintenance;

☒ Schedule for implementation of routine and non-routine maintenance tasks;

☒ Plan showing the location of all stormwater BMPs maintenance access areas;

☒ Description and delineation of public safety features;

☒ Estimated operation and maintenance budget; and

☒ Operation and Maintenance Log Form.

☐ The responsible party is not the owner of the parcel where the BMP is located and the Stormwater Report includes the following submittions:

☐ A copy of the legal instrument (deed, homeowner’s association, utility trust or other legal entity) that establishes the terms of and legal responsibility for the operation and maintenance of the project site stormwater BMPs;

☐ A plan and easement deed that allows site access for the legal entity to operate and maintain BMP functions.

**Standard 10: Prohibition of Illicit Discharges**

☐ The Long-Term Pollution Prevention Plan includes measures to prevent illicit discharges;

☐ An Illicit Discharge Compliance Statement is attached;

☒ NO Illicit Discharge Compliance Statement is attached but will be submitted prior to the discharge of any stormwater to post-construction BMPs.
INSTRUCTIONS:
1. In BMP Column, click on Blue Cell to Activate Drop Down Menu
2. Select BMP from Drop Down Menu
3. After BMP is selected, TSS Removal and other Columns are automatically completed.

<table>
<thead>
<tr>
<th>Location: Detention Structure P3-1</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BMP</strong></td>
<td><strong>TSS Removal Rate</strong></td>
<td><strong>Starting TSS Load</strong></td>
<td><strong>Amount Removed (C*D)</strong></td>
<td><strong>Remaining Load (D-E)</strong></td>
</tr>
<tr>
<td>Deep Sump and Hooded Catch Basin</td>
<td>0.25</td>
<td>1.00</td>
<td>0.25</td>
<td>0.75</td>
</tr>
<tr>
<td>Subsurface Infiltration Structure</td>
<td>0.80</td>
<td>0.75</td>
<td>0.60</td>
<td>0.15</td>
</tr>
<tr>
<td>TSS Removal Calculation Worksheet</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total TSS Removal =</td>
<td></td>
<td></td>
<td></td>
<td>85%</td>
</tr>
</tbody>
</table>

Project: The Village at Cricket Lane
Prepared By: BCO, JR
Date: 1/31/2020

Separate Form Needs to be Completed for Each Outlet or BMP Train

*Equals remaining load from previous BMP (E) which enters the BMP

Non-automated TSS Calculation Sheet must be used if Proprietary BMP Proposed
1. From MassDEP Stormwater Handbook Vol. 1
INSTRUCTIONS:
1. In BMP Column, click on Blue Cell to Activate Drop Down Menu
2. Select BMP from Drop Down Menu
3. After BMP is selected, TSS Removal and other Columns are automatically completed.

<table>
<thead>
<tr>
<th>Location: Detention Pond P1-1</th>
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</thead>
</table>

<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>TSS Removal</td>
<td>Starting TSS</td>
<td>Amount Removed (C*D)</td>
<td>Remaining Load (D-E)</td>
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<tr>
<td></td>
<td>Rate¹</td>
<td>Load*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deep Sump and Hooded Catch Basin</td>
<td>0.25</td>
<td>100.00</td>
<td>25.00</td>
<td>75.00</td>
</tr>
<tr>
<td>Wet Basin</td>
<td>0.80</td>
<td>75.00</td>
<td>60.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Total TSS Removal = 85%

Project: The Village at Cricket lane
Prepared By: BCO. JR
Date: 1/31/2020

*Equals remaining load from previous BMP (E) which enters the BMP

Separate Form Needs to be Completed for Each Outlet or BMP Train
Construction Period Erosion and Sedimentation Control Plan:

The BMP’s associated with this project will be owned by the Applicant’s Contractor, which will be responsible for inspection, operation and maintenance. A more detailed SWPPP – per NPDES Phase 2 requirements – is to be developed prior to the start of construction and kept on site, along with inspection logs. All details and plans required are included in the Site Plan set attached herewith.

1. The contractor is to install and maintain drainage facilities as shown on site plan prepared by Ranger Engineering Group., (Ranger), dated January 22, 2020.

2. Prior to any land disturbance activities, the contractor shall install the perimeter erosion control devices which consist of trench silts fence and straw bales. In some locations heavy duty silts fence barriers are required.

3. Prior to starting the land clearing operations, the stabilized construction entrance shall be installed with a suitable gravel area for conducting tree chipping and log loading operations on a firm dry surface.

4. As clearing operations progress chips from the chipping operation shall be used to construct a wood chip berm above the perimeter erosion control.

5. Remove stumps and grub the site. Seed any areas which will remain undisturbed for more than 30 days.

6. Construct wetland replacement areas.

7. Strip loam within the roadway areas and stockpile in areas where homes will be constructed. Stabilize any stockpile area by seeding the stockpile and surrounding it with a ring of erosion control.

8. Construct retaining wall along left side of roadway.

9. Perform cut and fill operations to bring roadway to sub-grade. Install stone check dams along roadway at intervals not exceeding 100 feet to control runoff. Install erosion control along the limits of cutting and fill for the roadway. Side slope areas shall be mulched with 4” of straw as they are constructed.

10. Construct detention basins to be used as a settling basin during roadway construction operations. Provide temporary sediment forays at inlet locations using straw bales and crushed stone and outlet protection to prevent any siltation of downstream wetland areas.

11. Construct roadway utility systems. As catch basins are installed provide straw bale inlet protection.

12. Install roadway gravel base and pavement.

13. Maintain stone check dams along roadway edges and inlet protection consisting of silt sacks and stone check dams while construction of homes is ongoing.
14. Construct homes and stabilize surrounding yard areas as the homes are completed. Maintain a separate erosion control barrier around each home as it is constructed at the limit of work required for the construction of the home.

15. Upon completion and stabilization of disturbed areas clean detention ponds and complete side slopes, pocket wetland construction, etc.

16. Erosion controls are to be inspected and maintained on a daily basis by the Contractor.

17. All exposed soils which will remain exposed for more than 30 days shall be immediately stabilized with a layer of mulch straw.

18. During construction of other site features, all drainage facilities shall be inspected on a daily basis and cleaned/repaired immediately upon discovery of sediment build-up or damage. Logs of inspections are to be kept on site and available to officials.

19. All hazardous materials are to be handled as described in SWPPP.
Long-Term Pollution Prevention:

The owner/applicant is to be responsible for maintenance of all drainage structures in the project, including drainpipes. The future owner is expected to be the condominium association which will be formed to oversee maintenance in the development, which will be responsible for compliance with the Plan upon completion of the roadway.

Individual unit owners will be notified of the requirement for maintenance of the stormwater management system through deed restrictions and provisions in the condominium documents.

Regular maintenance is to include the following:

1. Inspection of all drainage facilities (pipes and infiltration basins) every three months. During these inspections, the inspector (a Registered Professional Engineer qualified in drainage systems as designated by the Applicant) shall look for evidence of the following: structural damage, silt accumulation (near inlet inverts on pipes), and improper function. A report on the system shall be delivered to the Project Association, with a copy delivered to the Town Engineer and Conservation Commission.

2. The pocket wetland shall be inspected twice per year for the first three years to assess the growth of wetland vegetation. Dead vegetation shall be removed and replaced as required.

3. All graded slopes shall be inspected every spring for erosion. Upon discovery of any failure (i.e. erosion, sloughing, rutting), loam and seed shall be put in place and nurtured.

4. Catch basins and sediment forebays shall be cleaned out annually or when sediment has accumulated to within 6" of the inlet or outlet inverts.

5. Grass slopes on the interior of the detention basins shall be mowed at least once per year. Monthly cleaning of trash and debris from the basin shall be performed.

6. Roadway and driveways shall be swept clean at least once per year in the spring after snow melt.

Additional non-routine maintenance may include the following:

1. Jet cleaning of underground treatment system to remove accumulated silt. Jet cleaning shall be performed when the accumulated silt depth is greater than 2" in depth which will occur approximately at 5-year intervals.

2. Clean and replace pocket wetland which will occur at approximately 10- year intervals.

3. Repair of structural damage to piping or outlet structures which may occur but is not likely to occur at any regular interval.
**Inspection Costs**

The annual costs of implementing the required inspections and maintenance outlined in the long term pollution prevention plan are expected to be as follows:

- Quarterly inspections by a Registered Professional Engineer $ 2,000
- Annual roadway sweeping $ 1,500
- Removal of silt from stormwater treatment systems $ 2,000
- Annual mowing of side slopes $ 500
- Annual catch basin cleaning $ 1,500

**Public Safety**

The stormwater management system is designed as a passive system and when maintained properly it should not pose any threat to public safety. The systems which are located below grade and are not accessible by the general public.

Open detention basins with walls or steep slopes are protected by a 4’ chain link fence.
## STORMWATER MANAGEMENT SYSTEM
Post-Development Inspection & Maintenance Log

<table>
<thead>
<tr>
<th>BMP/System Component</th>
<th>Maintenance Required &amp; Frequency</th>
<th>Date of Inspection</th>
<th>Inspection Inspector</th>
<th>Cleaning/Repair Needed (list items/comments)</th>
<th>Date of Cleaning/Repair</th>
<th>Cleaning/Repair Performed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavement Sweeping</td>
<td>• Swept clean as required (i.e. visual noticeable build-up). A minimum of once per year, preferably just after snow melt.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Catch Basin Sumps/Drain Manholes/Outlet Control Structure | • Inspect and clean annually for the evidence of structural damage, silt accumulation and improper function.  
• Remove accumulated sediments and debris from sump when sump is more than 25% full, minimum annually just after snow melt. |                    |                      |                                             |                         |                             |
| Drain Pipes                           | • Inspect annually for the evidence of structural damage, silt accumulation and improper function.  
• Clean pipes when                                           |                    |                      |                                             |                         |                             |
<table>
<thead>
<tr>
<th>BMP/System Component</th>
<th>Maintenance Required &amp; Frequency</th>
<th>Date of Inspection</th>
<th>Inspection Inspector</th>
<th>Cleaning/Repair Needed (list items/comments)</th>
<th>Date of Cleaning/ Repair</th>
<th>Cleaning/ Repair Performed by</th>
</tr>
</thead>
</table>
| Buried Chamber Systems | \* Inspect after every major storm during first three months of operation and annually thereafter for evidence of structural damage, silt accumulation and improper function.  
\* Clean silt from bottom of chamber system when silt buildup is greater than 2" | | | | | |
<p>| Sediment Forebay | * Clean sediment annually | | | | | |
| Detention basins | * Inspect after every major storm during first three months of operation and annually thereafter for the evidence of structural damage, silt | | | | | |</p>
<table>
<thead>
<tr>
<th>BMP/System Component</th>
<th>Maintenance Required &amp; Frequency</th>
<th>Date of Inspection</th>
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<th>Date of Cleaning/Repair</th>
<th>Cleaning/Repair Performed by</th>
</tr>
</thead>
</table>
|                      | accumulation and improper function.  
|                      | • Mow the side slopes, remove trash and debris, grass clippings and accumulated organic dead matter every six months. |                   |                      |                                             |                        |                             |
| Pocket Wetland        | • Inspect twice per year for first three years. Clear and replace any dead vegetation. |                   |                      |                                             |                        |                             |
| Graded Slopes/Rip-Rap| • Inspect every spring for erosion. Repair any erosion by placing rip-rap/loam and seed in place and nurtured |                   |                      |                                             |                        |                             |
Exhibit N

Requested Waivers
ZONING ANALYSIS – 55 REAR PEARSON DRIVE

The Applicant requests that the Zoning Board of Appeals grant a comprehensive permit in lieu of the following permits, licenses, and approvals without which the project could not be constructed as proposed, and the denial of which in many instances would render the Project uneconomic within the meaning of M.G. L c. 40B, §20. References herein are to the Town of Newbury Chapter 97, Zoning Bylaws and Chapter 117, Subdivision of Land.

CHAPTER 97 ZONING BYLAWS

97-3 (1) Use – only one principal structure is allowed per lot;
97-9 (A) Special Regulations - site plan review not required for comprehensive permit;
97-6 (B) Dimensional Regulations (lot frontage) - lot will be accessible via easement over private land and does not maintain frontage on public way

NON-ZONING ORDINANCE CHAPTER 117 – Town of Newbury Subdivision of Land

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Category</th>
<th>Required</th>
<th>Proposed</th>
<th>Need Waiver (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>117-5</td>
<td>Use – Only one principal structure per lot</td>
<td>1</td>
<td>24</td>
<td>Y</td>
</tr>
<tr>
<td>117-20E</td>
<td>Property Line Radius at Intersection</td>
<td>30'</td>
<td>0</td>
<td>Y</td>
</tr>
<tr>
<td>117-21</td>
<td>Cul de sac Max. Length</td>
<td>500'</td>
<td>845'</td>
<td>Y</td>
</tr>
<tr>
<td>117-21</td>
<td>Width of R.O.W.</td>
<td>50'</td>
<td>40'</td>
<td>Y</td>
</tr>
<tr>
<td>117-21</td>
<td>Street Grades</td>
<td>2% min./10% max.</td>
<td>&lt;2%</td>
<td>Y</td>
</tr>
<tr>
<td>117-24</td>
<td>Open space/recreational area</td>
<td>discretionary</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>117-33A</td>
<td>Drain Pipe Material</td>
<td>Concrete</td>
<td>HDPE</td>
<td>Y</td>
</tr>
<tr>
<td>117-34</td>
<td>Bicycle paths</td>
<td>encouraged</td>
<td>N</td>
<td>Y</td>
</tr>
</tbody>
</table>
OTHER WAIVERS REQUESTED

CHAPTER 87 Stormwater Management and Illicit Discharge and Erosion Control

A waiver is requested from Chapter 87-4, Applicability
Note: A permit from the Stormwater Permitting Authority is not required for a Comprehensive Permit. The Applicant intends to design the stormwater management system in accordance with the Massachusetts Stormwater Handbook and the MADEP Stormwater Management Standards for new developments.

A waiver is requested from Chapter 87-5, Administration
Note: A permit from the Stormwater Permitting Authority is not required for a Comprehensive Permit. The Applicant intends to design the stormwater management system in accordance with the Massachusetts Stormwater Handbook and the MADEP Stormwater Management Standards for new developments. The Applicant intends to prepare a Stormwater Management Report summarizing the stormwater management system design, demonstrating compliance with the MADEP Standards. A copy of the report will be submitted to the Zoning Board of Appeals for consideration as part of the Comprehensive Permit application.
Exhibit O

Site Control
PURCHASE AND SALE AGREEMENT

This Agreement is made this 12th 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.

Buyer(s) Initials
Seller(s) Initials
7. **TIME FOR PERFORMANCE: DELIVERY OF DEED.** The time for performance for the closing hereunder shall be on or before the thirtieth (30th) day after all appeal periods have lapsed, without appeal, for necessary permits and approvals to allow the Buyer to complete the construction of 24 single-family residential houses 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 this is 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

   Buyer(s) Initials  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 Pascuito & Associates of Peabody, Massachusetts and Seller shall be responsible to pay a commission per separate agreement, only if, as and when the Closing is fully completed. Each of the Buyer and Seller shall defend, indemnify and hold the other harmless in the event of a breach of this warranty and representation.

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

\[Signature\]  \[Signature\]

Buyer(s) Initials  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@allenlaw.com
508-954-6695
508-536-3927 Fax

[Signatures]

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 such error or omission) and notice hereof is given to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission, provided error is determined with three (3) months of closing. The provisions of this paragraph shall survive the closing and delivery of the deed hereunder.

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

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

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

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

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

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 into 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.

[Signature]

Buyer(s) Initials

[Signature]

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

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

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

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

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

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

34. **ADDITIONAL PROVISIONS.**

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

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

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

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

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

b. Affidavits regarding 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

\[\text{Buyer's Initials} \quad \text{Seller's Initials}\]
Plans, Contracts, Licenses, Permits, Agreements, Warranties and Approvals, both executed of even date herewith.

Executed as a sealed instrument this ____ day of ____2019.___

BUYER:

Walter K. Briansen, 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 30th 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,

Buyer(s) Initials

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

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

8. **POSSESSION AND CONDITIONS OF PREMISES.** Full possession of each portion of the premises shall be delivered free of all tenants and occupants, except as herein provided, to the Buyer at the time of the delivery of the deed, said premises to be 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:

[Signatures]

Buyer(s) Initials [Signature]

Seller(s) Initials [Signature]
(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
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.

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 in 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

[Signatures]

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. Erikson, Esq.
Perkins & Nacetil, 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

I/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 into 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

\[ \begin{array}{ll}
\text{Buyer’s Initials} & \text{Seller’s Initials}
\end{array} \]
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.

\[ \underline{W} \quad \underline{\text{Buyer(s) Initials}} \quad \underline{\text{H K}} \quad \underline{\text{Seller(s) Initials}} \]
(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 hereto, for Buyer’s review, any and all information, plans, documents and permits relating to the following items, if and 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.

[Signature] [Signature]

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

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

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

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

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

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

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

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

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

(k) Seller agrees that, from and after the Date of this Agreement and while any agreement remains in effect, Seller shall not solicit, entertain, or accept any offers for the purchase of the Premises, nor
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 _8_ day of _April_ , 2019.

BUYER:  

[Signature]

Walter K. Eriksen, Jr.

SELLER:  

[Signature]

By: Haralambos Katsikis, Manager
Exhibit P

Legal Existence
Corporations Division

Business Entity Summary

ID Number: 001376785

Summary for: CRICKET LANE, LLC

The exact name of the Domestic Limited Liability Company (LLC): CRICKET LANE, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001376785

Date of Organization in Massachusetts:
04-02-2019

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 92 MIDDLESEX ROAD UNIT 2
City or town, State, Zip code, Country: TYNGSBORO, MA 01879 USA

The name and address of the Resident Agent:

Name: SCOTT J. ERIKSEN, ESQ.
Address: 6 LIBERTY WAY SUITE 201
City or town, State, Zip code, Country: WESTFORD, MA 01886 USA

The name and business address of each Manager:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGER</td>
<td>WALTER K. ERIKSEN</td>
<td>92 MIDDLESEX ROAD TYNGSBORO, MA 01879 USA</td>
</tr>
</tbody>
</table>

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

<table>
<thead>
<tr>
<th>Title</th>
<th>Individual name</th>
<th>Address</th>
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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:

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<th>Title</th>
<th>Individual name</th>
<th>Address</th>
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View filings for this business entity:

<table>
<thead>
<tr>
<th>ALL FILINGS</th>
<th>Annual Report</th>
<th>Annual Report - Professional</th>
<th>Articles of Entity Conversion</th>
<th>Certificate of Amendment</th>
</tr>
</thead>
</table>

View filings

Comments or notes associated with this business entity:

New search
Exhibit Q

Abutters List
Town Of Newbury
Office of
The Board of Assessors
12 Kent Way Suite 101
Newbury, MA. 01951-4799
(978) 465-0862 x308
Fax: (978) 465-3064

Frank N. Kelley III, Chairman, Board of Assessors
Sanford Wechsler, Assessor
Linda McCamic, Assessor
Nate Cramer, Principal Assessor
Stephanie Sergi, Assessor's Clerk

Memo

To Melissa Robbins
Deschenes & Farrell P.C.

Date: February 5, 2020

RE 55 Rear Pearson Drive

The following is a list of abutters within 300' OF R20-0-75. These listed owners are to the best of our knowledge the owners of record as of February 5, 2020, and are the only abutters listed in Newbury.

Attached:
1. This cover letter
2. Original request
3. Mailing Labels (2 sets)
4. Mailing List (non-label)
5. GIS Map
6. Abutters List Other Towns (if applicable)

Sincerely,

Nate Cramer
Principal Assessor

CERTIFIED ABUTERS LIST
TOWN OF NEWBURY
BOARD OF ASSESSORS
ADDRESS: 552 PEARSON DR
PAGE 2 OF 7
1/25/2020
REQUEST FOR CERTIFIED ABUTTERS LIST

PROPERTY LOCATION: 55 Rear Pearson Drive, Newbury, MA

ASSESSORS MAP/LOT#: Map B-20, Lot 75

CHECK BOX FOR TYPE OF LIST REQUESTED:

☐ 1. CONSERVATION COMMISSION
   within 100 ft.

☐ CONSERVATION COMMISSION
   Lot area greater than 50 acres

☐ CONSERVATION COMMISSION
   Linear Project greater than 1,000 ft

☒ 2. ZONING BOARD OF APPEALS
   within 500 ft.

☐ 3. ZONING BOARD OF APPEALS/Wireless Communication
   within 900 ft.

☐ 4. PLANNING BOARD
   within 300 ft.

REQUESTED BY: Melissa E. Robbins
Deschenes & Farrell, P.C.

PHONE NUMBER: 978-496-1177

DATE REQUESTED: 2/14/2020

DATE PAID: 2/10/2020

ASSessor SIGNATURE: [signature]

DATE: 2/5/2020

NOTE: There is a $20.00 charge per each request. Checks can be made payable to the Town of Newbury.
Unofficial Property Record Card - Newbury, MA

General Property Data

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Property Location: 96 PEARSON DR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Property Use: ONE FAM</td>
</tr>
<tr>
<td></td>
<td>Most Recent Sale Date: 12/2018</td>
</tr>
<tr>
<td></td>
<td>Legal Reference: 89692-493</td>
</tr>
<tr>
<td></td>
<td>Grantor: SMITH, JEFFREY J</td>
</tr>
<tr>
<td></td>
<td>Sale Price: 729,000</td>
</tr>
<tr>
<td></td>
<td>Land Area: 18,980 acres</td>
</tr>
</tbody>
</table>

Current Property Assessment

<table>
<thead>
<tr>
<th>Card Value</th>
<th>Building Value</th>
<th>Extra Features</th>
<th>Land Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>199,000</td>
<td>196,800</td>
<td>200</td>
<td>222,000</td>
<td>519,000</td>
</tr>
</tbody>
</table>

Building Description

<table>
<thead>
<tr>
<th>Building Style: SPLIT ENT</th>
<th>Foundation Type: CONCRETE</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Living Units: 1</td>
<td>Frame Type: WOOD</td>
</tr>
<tr>
<td>Year Built: 1983</td>
<td>Roof Structure: GABLE</td>
</tr>
<tr>
<td>Building Grade: AVERAGE</td>
<td>Roof Cover: ASPHALT SH</td>
</tr>
<tr>
<td>Building Condition: Avg-Good</td>
<td>Siding: GLAPBOARD</td>
</tr>
<tr>
<td>Finished Area (SF): 1966</td>
<td>Interior Walls: DRYWALL</td>
</tr>
<tr>
<td>Number Rooms: 6</td>
<td># of Bedrooms: 3</td>
</tr>
<tr>
<td># of 1/2 Bathes: 0</td>
<td># of Full Bathes: 1</td>
</tr>
<tr>
<td></td>
<td># of Other Fixtures: 0</td>
</tr>
</tbody>
</table>

Legal Description

This property contains 18.980 acres of land mainly classified as ONE FAM with a SPLIT ENT style building, built about 1983, having GLAPBOARD exterior and ASPHALT SH roof cover, with 1 unit(s), 6 rooms, 3 bedrooms, 1 bath(s), 4 half bath(s).

Property Images

Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

http://newbury.patriotproperties.com/RecordCard.asp

10/4/2019
MEMO

To MELISSA E. ROBBINS

Date: October 8, 2019

RE: 88 PEARSON DRIVE

The following is a list of abutters within 300' OF R20-0-75. These listed owners are to the best of our knowledge the owners of record as of October 8, 2019 and are the only abutters listed in Newbury.

Attached:
1. This cover letter
2. Original request
3. Mailing Labels (2 sets)
4. Mailing List (non-label)
5. GIS Map
6. Abutters List Other Towns

Sincerely,

Nate Craner
Principal Assessor
REQUEST FOR CERTIFIED ABUTTERS LIST

PROPERTY LOCATION: 55 Rear Pearson Drive, Newbury, MA

ASSSESSORS MAP/LOT#: Map R-20, Lot 75

(Check box for type of list requested, please fill out a separate list request for each)

☐ 1. CONSERVATION COMMISSION
   within 100 ft.

☐ CONSERVATION COMMISSION
   Lot area greater than 50 acres

☐ CONSERVATION COMMISSION
   Linear Project greater than 1,000 ft

☐ 2. ZONING BOARD OF APPEALS
   within 300 ft.

☐ 3. ZONING BOARD OF APPEALS/Wireless Communication
   within 900 ft.

☐ 4. PLANNING BOARD
   within 300 ft.

REQUESTED BY: Melissa E. Robbins
Deschenes & Farrell, P.C.

DATE REQUESTED: 10/7/19

PHONE NUMBER: 978-496-1177

DATE PAID: 10/7/19

ASSESSOR SIGNATURE:

NOTE: There is a $20.00 charge per each request. Checks can be made payable to the Town of Newbury.
Unofficial Property Record Card - Newbury, MA

General Property Data

Parcel ID: K200-372
Prior Parcel ID: 369-
Property Owner: BYFIELD ESTATES LLC
Mailing Address: 3 CLEARBORN WAY
City: MIDDLETON
Mailing State: MA Zip: 01949

Account Number
Property Location: 55 PEARBON DR
Property Use: ONE FAM
Most Recent Sale Date: 9/9/2019
Legal Reference: A0000-000
Grantor: SMITH, JEFFREY J
Sale Price: 725,000
Land Area: 16.000 acres

Current Property Assessment

Card 1 Value: 191,800
Building Value: 228,400
Xtra Features Value: 0
Land Value: 228,400
Total Value: 649,600

Building Description

Building Style: SPLIT EMT
# of Living Units: 1
Year Built: 1995
Building Grade: AVERAGE
Building Condition: Avg-Good
Finish Area: (SF): 1069
Number Rooms: 9
# of 1/2 Baths: 0

Foundation Type: CONCRETE
Floor Type: WOOD
Roof Structure: GABLE
Roof Cover: ASPHALT SH
Flooring: GLAPOOL
Interior Walls: DRYWALL
# of Bedrooms: 4
# of Full Baths: 1

Flooring Type: HARDWOOD
Basement Floor: CONCRETE
Heating Type: FORCED H/A
Heating Fuel: OIL
Air Conditioning: 0%
# of Car Garage: 3
# of Full Baths: 1
# of Other Fixtures: 0

Legal Description

Narrative Description of Property

This property contains 16.000 acres of land mainly classified as ONE FAM with SPLIT EMT style building, built about 1995, having GLAPOOL exterior and ASPHALT SH roof cover, with 1 unit(s), 4 room(s), 3 bedroom(s), 1 bathroom, and 0 half bath(s).

Property Images

Disclaimer: This information is believed to be accurate but is subject to change and is not warranted.

CERTIFIED ADJUTTERS LIST

TOWN OF NEWBURY
BOARD OF ASSESSORS

ADDRESS: 55 PEARBON DR

PAGE 4 OF 7

http://newbury.patriotproperties.com/RecordCard.asp

10/4/2019
Exhibit R

Filing Fee’s
TO THE ORDER OF

Town of Peabody

- Fourteen thousand -

$14,000.00

DOLLARS

MEMO

CRICKET LANE LLC

1000

CRICKET LANE LLC

1000
Exhibit S

Traffic Assessment Memorandum
INTRODUCTION

Ranger Engineering Group, Inc. has retained TEPP LLC to prepare this revised traffic-assessment memorandum (TAM) regarding a proposed residential development in the Town of Newbury, Massachusetts. This revised TAM responds to peer-review comments, in the June 23, 2017 memorandum by WSP USA, regarding the October 20, 2016 TAM by TEPP LLC.

This TAM concludes that:

- available sight distances are adequate for the Orchard Street/Pearson Drive intersection
- available sight distances are adequate for the Pearson Drive/proposed driveway intersection
- trip-generation calculations indicate no significant overall traffic impact for the area
- the proposed driveway and Pearson Drive will provide safe and adequate access for the proposed development
- the Orchard Street/Pearson Drive intersection shows low delays

PROPOSED DEVELOPMENT

The proposed development will provide 24 dwelling units of detached residential condominium. A driveway will intersect the north side of Pearson Drive just west of 57 Pearson Drive.

PHYSICAL CONDITIONS

The Orchard Street/Pearson Drive intersection:
is under the jurisdiction of the Town of Newbury
has a three-legged configuration
has Orchard Street as the major north-south street and Pearson Drive as the minor west leg
has one-lane street approaches and departures
has no channelization on Orchard Street
has a landscaped median on Pearson Drive
has the Pearson Drive approach operating as if under STOP-sign control, although no STOP sign exists
has a marked crosswalk on the Lakeview Avenue west leg
is not illuminated
has nearby residential land uses

TRAFFIC VOLUMES

TEPP LLC obtained turning movement counts (TMCs):

- at the Orchard Street/Pearson Drive intersection
- on Thursday, October 12, 2017 from 7:00 AM to 9:00 AM
- on Thursday, October 12, 2017 from 4:00 PM to 6:00 PM

The traffic-count data are attached.

The October traffic counts were used without adjustment because October volumes are greater than average month. Massachusetts Department of Transportation (MassDOT) monthly factors are attached.

Figure 1 shows 2017 existing traffic volumes.

SIGHT DISTANCES

This TAM presents sight distances for the following intersections:

- Orchard Street/Pearson Drive
- Pearson Drive/proposed driveway
Weekday AM Street-Peak Hour

Weekday PM-Street-Peak Hour

Figure 1. 2017 existing traffic volumes.
The American Association of State Highway and Transportation Officials (AASHTO) has established authoritative policy for sight distances at unsignalized intersections in terms of:

- stopping sight distance (SSD)
- optional intersection sight distance (ISD)

SSD:
- provides for safety
- enables a driver, on the major road, to perceive and react accordingly to a vehicle entering the major road from a minor road
- is conservative because it encompasses a wide range of brake-reaction times and deceleration rates

Optional ISD:
- is ordinarily greater than SSD and may enhance traffic operations
- is not required for safety

Table 1 shows relevant available sight distances that are adequate.

<table>
<thead>
<tr>
<th>Intersection and View</th>
<th>Available Sight Distance (ft)</th>
<th>Statutory Speed Limit (mph)</th>
<th>Provides for Speed (mph)</th>
<th>SSD</th>
<th>Optional ISD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orchard Street/Pearson Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orchard Street to/from North</td>
<td>700</td>
<td>30 to 40</td>
<td>50+</td>
<td>50+</td>
<td>50+</td>
</tr>
<tr>
<td>Orchard Street to/from South</td>
<td>690</td>
<td>30 to 40</td>
<td>50+</td>
<td>50+</td>
<td>50+</td>
</tr>
<tr>
<td>Pearson Drive/Proposed Driveway</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pearson Drive to/from South</td>
<td>490</td>
<td>30</td>
<td>40+</td>
<td>40+</td>
<td>40+</td>
</tr>
<tr>
<td>Pearson Drive to/from South</td>
<td>265</td>
<td>30</td>
<td>36+</td>
<td>24</td>
<td></td>
</tr>
</tbody>
</table>

* With appropriate roadside and vegetation maintenance.


2 AASHTO, pages 3-2 to 3-6.
ACCIDENT HISTORY

TEPP LLC reviewed accident records from MassDOT for:

- the Orchard Street/Pearson Drive intersection
- the most recent eight finalized years available, 2010 through 2017

The records did not indicate a relevant accident.

TRIP GENERATION

The Institute of Transportation Engineers (ITE) publishes trip-generation information in the authoritative reference *Trip Generation Manual*. This information is based on empirical data for a variety of land uses including single-family detached housing, land use 210, based on number of dwelling units.

Table 2 shows calculated vehicle-trip generation for the site as:

<table>
<thead>
<tr>
<th>Table 2. Calculated vehicle-trips.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>-------</td>
</tr>
</tbody>
</table>
| Weekday
| Daily | 283 | 141 | 142 |
| AM Street-Peak Hour | 27 | 7 | 20 |
| PM Street-Peak Hour | 29 | 18 | 11 |
| Saturday
| Daily | 269 | 143 | 135 |
| Site-Peak Hour | 30 | 16 | 14 |


- weekday daily, 283 (total of in and out)
- weekday AM street-peak hour, 27 (7 in and 20 out)

---

• weekday PM street-peak hour, 29 (18 in and 11 out)
• Saturday daily, 269 (total of in and out)
• Saturday site-peak hour, 30 (16 in and 15 out)

POTENTIAL TRAFFIC IMPACTS

ITE suggests that land developments generating at least 100 peak-hour vehicle-trips, in the busier direction, are candidates for consideration of traffic-impact analysis.\(^5\) The calculations show less than 100 peak-hour vehicle-trips, in the busier direction, due to the proposed development.

During the tabulated peak hours, vehicle-trips are:

• 27 to 30 vehicle-trips
• split entering versus exiting the site
• further split by orientation to/from the north, south, east or west

Therefore, no significant overall traffic impact is anticipated for the area.

TRIP DISTRIBUTION AND NETWORK ASSIGNMENT

Trip distribution and network assignment of vehicle trips to and from the site may consider such factors as existing site distribution, travel patterns, population, regional land development, and site accessibility. In this case, trip distribution and network assignment reflect existing turning movements at the Orchard Street/Pearson Drive intersection. Figure 2 shows site-traffic volumes.

BUILD TRAFFIC VOLUMES

Site traffic volumes were superimposed on the existing traffic volumes to estimate build traffic volumes. Figure 3 shows the resulting 2017 build traffic volumes.

### Weekday AM Street-Peak Hour

<table>
<thead>
<tr>
<th>SITE</th>
<th>IN</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OUT</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL</td>
<td>27</td>
<td></td>
</tr>
</tbody>
</table>

### Weekday PM-Street-Peak Hour

<table>
<thead>
<tr>
<th>SITE</th>
<th>IN</th>
<th>18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OUT</td>
<td>11</td>
</tr>
<tr>
<td>TOTAL</td>
<td>29</td>
<td></td>
</tr>
</tbody>
</table>

Figure 2. Site-traffic volumes.
Weekday AM Street-Peak Hour

Weekday PM-Street-Peak Hour

Figure 3. 2017 build traffic volumes.
CAPACITY ANALYSIS

INTRODUCTION

This TIAS has quantified existing, future-no-build and future-build traffic volumes. Capacity analysis models the quality of traffic operations. Comparing build conditions to the no-build conditions indicates impacts of the proposed development on quality of traffic operations.

METHODS

Capacity analysis calculates LOS for transportation facilities. LOS indicates the quality of traffic operations based on delay and other measures. The six LOS are designated A to F. LOS A represents the best or highest operating conditions. LOS F is the lowest, but does not necessarily connote failure.

LOS is a function of traffic volumes and traffic control. Because these volumes can vary, LOS of a transportation facility can differ by time of day, day of the week, or month. For example, a transportation facility with a low LOS during peak hours may have a high LOS during other hours. The operational analysis methods of the Transportation Research Board (TRB)\(^6\) models LOS for intersections based on calculated delay per vehicle, as shown in Table 3. Synchro 8 analysis software was used.

Method inputs include:

- intersection geometry
- traffic control, such as YIELD sign, two-way STOP sign, all-way STOP sign, roundabout or signal (including phasing, timing and progression)
- traffic volumes
- vehicle composition, such as passenger cars and trucks

The methods are all approximate. In particular, the method for two-way STOP-sign control can be conservative, with observed delays and queuing shorter than those modeled.

Table 3  Level-of-service criteria for intersections.

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Unsignalized Intersections</th>
<th>Signalized Intersections</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>≤10.0</td>
<td>≤10.0</td>
</tr>
<tr>
<td>B</td>
<td>&gt;10.0 and ≤15.0</td>
<td>&gt;10.0 and ≤20.0</td>
</tr>
<tr>
<td>C</td>
<td>&gt;15.0 and ≤25.0</td>
<td>&gt;20.0 and ≤35.0</td>
</tr>
<tr>
<td>D</td>
<td>&gt;25.0 and ≤35.0</td>
<td>&gt;35.0 and ≤55.0</td>
</tr>
<tr>
<td>E</td>
<td>&gt;35.0 and ≤50.0</td>
<td>&gt;55.0 and ≤80.0</td>
</tr>
<tr>
<td>F</td>
<td>&gt;50</td>
<td>&gt;80</td>
</tr>
</tbody>
</table>


a For YIELD sign, two-way STOP sign or all-way STOP sign, control delay defines LOS. For roundabout approaches and overall intersection, control delay defines LOS. For roundabout lanes with volume/capacity ratio ≤1.0, control delay defines LOS. For roundabout lanes with volume/capacity ratio > 1.0, LOS is F regardless of control delay.

RESULTS

Table 4 shows computed LOS, delays and queues at study-area intersections for the weekday AM street-peak hour and the weekday PM street-peak-hour under the 2017 existing and 2017 build conditions.

Capacity-analysis worksheets that give detail and explanation are attached.

The Orchard Street/Pearson Drive unsignalized intersection, without or with the project, shows low delays.

CONCLUSION

This TAM concludes that:

- available sight distances are adequate for the Orchard Street/Pearson Drive intersection
- available sight distances are adequate for the Pearson Drive/proposed driveway intersection
- trip-generation calculations indicate no significant overall traffic impact for the area
- the proposed driveway and Pearson Drive will provide safe and adequate access for the proposed development
- the Orchard Street/Pearson Drive intersection shows low delays
## Table 4. Capacity-analysis summary.

<table>
<thead>
<tr>
<th>Intersection, Condition and Hour</th>
<th>2017 Existing</th>
<th></th>
<th></th>
<th></th>
<th>2017 Build</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LOS&lt;sup&gt;a&lt;/sup&gt;</td>
<td>Delay&lt;sup&gt;b&lt;/sup&gt;</td>
<td>V/C&lt;sup&gt;c&lt;/sup&gt;</td>
<td>Queue&lt;sup&gt;d&lt;/sup&gt;</td>
<td>LOS</td>
<td>Delay</td>
<td>V/C</td>
<td>Queue</td>
</tr>
<tr>
<td>Orchard Street/Pearson Drive Unsignalized Intersection, Weekday AM-Street-Peak Hour</td>
<td>A</td>
<td>7.4</td>
<td>0.007</td>
<td>0.0</td>
<td>A</td>
<td>7.5</td>
<td>0.012</td>
<td>0.0</td>
</tr>
<tr>
<td>Orchard Street NB L</td>
<td>A</td>
<td>8.9</td>
<td>0.057</td>
<td>0.2</td>
<td>A</td>
<td>9.1</td>
<td>0.092</td>
<td>0.3</td>
</tr>
<tr>
<td>Orchard Street/Pearson Drive Unsignalized Intersection, Weekday PM-Street-Peak Hour</td>
<td>A</td>
<td>7.5</td>
<td>0.019</td>
<td>0.1</td>
<td>A</td>
<td>7.5</td>
<td>0.033</td>
<td>0.1</td>
</tr>
<tr>
<td>Orchard Street NB L</td>
<td>A</td>
<td>9.1</td>
<td>0.023</td>
<td>0.1</td>
<td>A</td>
<td>9.3</td>
<td>0.044</td>
<td>0.1</td>
</tr>
</tbody>
</table>

<sup>a</sup> LOS = level of service.

<sup>b</sup> Delay = average delay in seconds per vehicle.

<sup>c</sup> V/C = volume/capacity ratio.

<sup>d</sup> 95<sup>th</sup> percentile queue in vehicles.

EB = eastbound, WB = westbound, SB = southbound, NB = northbound, L = left, T = through, R = right.
# Accurate Counts

978-664-2565

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Orchard St From North</th>
<th>Orchard St From South</th>
<th>Pearson Dr From West</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Thru</td>
<td>Right</td>
<td>App. Total</td>
</tr>
<tr>
<td>07:15 AM</td>
<td>11</td>
<td>2</td>
<td>13</td>
</tr>
<tr>
<td>07:30 AM</td>
<td>16</td>
<td>0</td>
<td>16</td>
</tr>
<tr>
<td>07:45 AM</td>
<td>9</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>08:00 AM</td>
<td>13</td>
<td>1</td>
<td>14</td>
</tr>
</tbody>
</table>

| Total Volume | 49   | 3     | 52        | 9    | 37   | 46       | 3    | 30    | 33         | 131        |
| % App. Total | 94.2 | 5.8   | 52        | 19.6 | 80.4 | 46       | 9.1  | 90.9  | 33         | 131        |

| PHF          | 766  | .375  | 813       | .750 | .771  | .821     | .375 | .625  | .589       | .744       |

| Cars         | 41   | 3     | 44        | 8    | 36   | 44       | 2    | 30    | 32         | 120        |
| % Cars       | 83.7 | 100   | 84.6      | 98.9 | 97.3  | 95.7     | 66.7 | 100   | 97.0       | 91.6       |
| Trucks       | 8    | 0     | 8         | 1    | 1    | 2        | 1    | 0     | 1          | 11         |
| % Trucks     | 16.3 | 0     | 15.4      | 11.1 | 2.7  | 4.3      | 33.3 | 0     | 3.0        | 8.4        |

---

### Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 07:15 AM

### Peak Hour Data

Peak Hour Begins at 07:15 AM

Cars

Trucks
### Accurate Counts

- **File Name**: 14060001
- **Site Code**: 14060001
- **Start Date**: 10/12/2017
- **Page No**: 11

#### N/S Street: Orchard Street
- **E/W Street**: Pearson Drive
- **City/State**: Newbury, MA
- **Weather**: Clear

#### Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

**Peak Hour for Entire Intersection Begins at 07:00 AM**

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Orchard St From North</th>
<th>Orchard St From South</th>
<th>Pearson Dr From West</th>
<th>Int. Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>07:00 AM</strong></td>
<td>4</td>
<td>0</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td><strong>07:15 AM</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>07:30 AM</strong></td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>07:45 AM</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Volume</strong></td>
<td>5</td>
<td>0</td>
<td>5</td>
<td>0</td>
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</table>

**PHF**
- **.313**
- **.000**
- **.313**

---

**Peak Hour Data**

- **North**
  - **Peak Hour Begins at 07:00 AM**
  - **Bikes Peds**

**Orchard St**

- **Out**: 1
- **In**: 5
- **Total**: 6

**Pearson Dr**

- **Out**: 0
- **Left**: 0
- **Right**: 0

**Orchard St**

- **Out**: 5
- **In**: 1
- **Total**: 6
Accurate Counts
978-664-2565

N/S Street: Orchard Street
E/W Street: Pearson Drive
City/State: Newbury, MA

Start Date: 10/12/2017

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 05:00 PM

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Orchard St From North</th>
<th>Orchard St From South</th>
<th>Pearson Dr From West</th>
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<tbody>
<tr>
<td></td>
<td>Thru</td>
<td>Right</td>
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<tr>
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<tr>
<td>05:15 PM</td>
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<td>Total Volume</td>
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<td>PHF</td>
<td>.750</td>
<td>.250</td>
<td>.771</td>
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<td>Cars</td>
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<tr>
<td>% Cars</td>
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<td>Trucks</td>
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Peak Hour Data
North
Peak Hour Begins at 05:00 PM
Cars
Trucks
# Accurate Counts

**978-664-2565**

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PHF:

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<th>Orchard St From South</th>
<th>Pearson Dr From West</th>
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</thead>
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<tr>
<td>Out</td>
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<td>Total</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>2</td>
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<td>Left</td>
<td>Thru</td>
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**Peak Hour Data**

- **North**
- Peak Hour Begins at 04:45 PM
- Bikes Peds

- **Orchard St**
- Out: 1
- In: 1
- Total: 2

- **Pearson Dr**
- Out: 0
- Left: 0
- Right: 0

- **Total**
- Left: 0
- Thru: 1
- Total: 2
### Massachusets Highway Department - Statewide Traffic Data Collection

#### 2010 Weekday Seasonal Factors *

*Note: These are weekday factors. The average of the factors for the year will not equal 1, as weekend data are not considered.*

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<tr>
<th>Factor Group</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
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<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<tbody>
<tr>
<td><strong>GROUP 1 - WEST INTERSTATE</strong></td>
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<tr>
<td>Use group 2 for R5, R6, &amp; R0</td>
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<tr>
<td><strong>GROUP 2 - RURAL MAJOR COLLECTOR (R-5)</strong></td>
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<td>0.92</td>
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<tr>
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<td>1.16</td>
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<tr>
<td><strong>GROUP 5 - EAST INTERSTATE</strong></td>
<td>1.04</td>
<td>1.00</td>
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<td>0.92</td>
<td>0.89</td>
<td>0.92</td>
<td>0.93</td>
<td>0.97</td>
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<tr>
<td><strong>URBAN ARTERIALS, COLLECTORS &amp; RURAL ARTERIALS (R-2, R-3)</strong></td>
<td>1.01</td>
<td>1.00</td>
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<td>0.93</td>
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<td>0.93</td>
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<td><strong>GROUP 8 - I-295 PROXIMITY (STA. 6590)</strong></td>
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<td>0.93</td>
<td>0.99</td>
<td>1.04</td>
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**Recreational: All Years**

**GROUP 3A:**
1. CAPE COD (ALL TOWNS)
2. PLYMOUTH (SOUTH OF RTE.3A)
7014, 7015, 7080, 7090, 7091, 7092, 7093, 7094, 7095, 7096, 7097, 7106, 7178
3. MARTHA'S VINEYARD
4. NANTUCKET

**GROUP 3B:**
5. PERMANENTS 2 & 189
1066, 1067, 1083, 7084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092.
1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104.
1105, 1106, 1107, 1113, 1114, 1116, 2196, 2197, 2198

#### 2010 Axle Correction Factors

**Rural**
- 1: 0.93
- 2: 0.97
- 3: 0.98
- 5, 6: 0.98

**Urban**
- 1: 0.96
- 2, 3: 0.97
- 5: 0.98
- 0, 6: 0.98

Apply I-84 factor to stations:
- 3290, 3921, 3929
## Intersection

| Int Delay, s/veh | 3.3 |

### Movement

<table>
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<tr>
<th>Vol, veh/h</th>
<th>EBL</th>
<th>EBR</th>
<th>NBL</th>
<th>NBT</th>
<th>SBT</th>
<th>SBR</th>
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<tbody>
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<td>0</td>
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<tr>
<td>Sign Control</td>
<td>Stop</td>
<td>Stop</td>
<td>Free</td>
<td>Free</td>
<td>Free</td>
<td>Free</td>
</tr>
<tr>
<td>RT Channelized</td>
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<td>None</td>
<td>-</td>
<td>None</td>
<td>-</td>
<td>None</td>
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<tr>
<td>Storage Length</td>
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<tr>
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### Major/Minor

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<tr>
<td>Stage 2</td>
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<tr>
<td>Critical Hdyw</td>
<td>6.73</td>
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<td>Critical Hdyw Stg 2</td>
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<td>-</td>
</tr>
<tr>
<td>Follow-up Hdyw</td>
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<td>3.3</td>
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<tr>
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<td>1009</td>
</tr>
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<td>Stage 1</td>
<td>887</td>
<td>-</td>
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<tr>
<td>Stage 2</td>
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<tr>
<td>Platoon blocked, %</td>
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### Approach

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<td>HCM LOS</td>
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### Minor Lane/Major Mvmt

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### Intersection

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<td>Stop</td>
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<td>Free</td>
<td>Free</td>
<td>Free</td>
</tr>
<tr>
<td>RT Channelized</td>
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<td>54</td>
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### Major/Minor

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<td>-</td>
</tr>
<tr>
<td>Critical Hdwy Stg 2</td>
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<td>-</td>
</tr>
<tr>
<td>Follow-up Hdwy</td>
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<td>3.3</td>
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