

# **Byfield Estates**

*Newbury, MA.*

## ***Comprehensive Permit Application***

**Submitted To:  
Town of Newbury  
March 2017**



April 19<sup>th</sup>, 2017

Chairman Howard Traister  
Newbury Zoning Board of Appeals  
25 High Road  
Newbury, MA 01951

Re: Byfield Estates Comprehensive Permit Cover Letter

Dear Chairman Traister,

In response to Susan Noyes' letter dated April 10th, 2017, Byfield Estates LLC is resubmitting sections of the Comprehensive Permit that were identified as omitted or incomplete.

We have included the following sections within the hard copy Comprehensive Permit Applications that were previously identified as missing. The sections referenced below reconcile to the Table of Contents, included with the original application submission.

1. Preliminary site plans— Section 11
2. Copy of the Project Eligibility Letter issued by MassHousing— Section 4
3. Waiver List— Section 9
4. “a complete copy of your application to MassHousing for site approval” – A copy of the full Site Approval Application was submitted to the Town with a stamped receipt on May 11, 2016
5. Development Team— Section 5
6. Developer experience – Section 16

As requested, 25 completed hard copies and an electronic file of these sections have been included. Moira Cronin, consultant to the applicant, manually inserted the missing sections into the applications. Please let Moira Cronin know if you have any questions. Moira can be reached via email: [moira@s-e-b.com](mailto:moira@s-e-b.com) or phone: 617.782.2300x 207

Sincerely,

SEB, LLC consultant for Byfield Estates, LLC



# BYFIELD ESTATES

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# **Byfield Estates**

Newbury, Massachusetts

Comprehensive Permit Application  
Under M.G.L. Chapter 40B, Sections 20-23

*Submitted by:*

Byfield Estates, LLC

March, 2017

Town of Newbury Massachusetts  
**ZONING BOARD OF APPEALS**

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Premises affected: A 15.08 acre parcel of land, at 55 Rear Pearson Drive

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**APPLICATION FOR A COMPREHENSIVE PERMIT  
UNDER GENERAL LAW CHAPTER 40B, SECTIONS 20-23**

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Byfield Estates, LLC (hereinafter the "Applicant") hereby applies to the Board of Appeals of the Town of Newbury, Massachusetts, pursuant to General Laws, Chapter 40B, Section 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct 24 homeownership style units on land located at 55 Rear Pearson Drive in Newbury, Massachusetts. The applicant and the development are more particularly described in the exhibits hereto annexed and submitted simultaneously herewith, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a 40B application by the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

## REQUEST FOR FINDINGS OF FACT

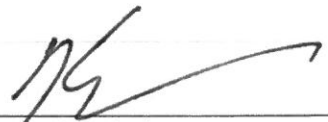
The applicant requests that the Board of Appeals make the following findings of fact in connection with the action of the Board on this application:

1. Byfield Estates, LLC, a limited dividend organization within the meaning of General Laws, Chapter 40B and 760 CMR 56.02, and is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.
2. The applicant has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for this site.
3. Masshousing, as the Program Administrator of the New England Fund (NEF) Program, will be the subsidizing agency within the meaning of the regulations of 40B (760 CMR 56.00) and within the meaning of the procedural regulations of the Housing Appeals Committee (760 CMR:30.01(C)).
4. The number of low or moderate income housing units in the Town of Newbury constitutes less than ten percent (10%) as reported in the latest decennial census of the town and reported by the Department of Housing & Community Development as of Dec 5, 2014.
5. The development as proposed in the application is consistent with local needs within the meaning of General Laws, Chapter 40B, Section 20.

The applicant respectfully requests the Board of Appeals after complying with the procedural requirements as provided by law, to issue to the applicant a Comprehensive Permit for the development.

Byfield Estates, LLC

By:

  
Kevin Goodwin  
Manager



## PROJECT DATA SUMMARY

### 1. Applicant

Byfield Estates, LLC (the "Applicant") has been organized under the General Laws of the State of Massachusetts and is qualified to undertake the planning and development of the proposed apartment community in Newbury, MA. The Applicant will develop 24 homeownership style units on a limited dividend basis as required under all laws and regulations of the Commonwealth of Massachusetts. The members of Byfield Estates, LLC, have experience on a number of housing developments in Eastern Massachusetts. The Applicant respectfully requests that all notices from the Board in connection with this Application be sent to Moira Cronin, 165 Chestnut Hill Ave #2, Brighton MA 02135

### 2. Description of the Development

The 55 Rear Pearson Drive project is comprised of 24 homeownership buildings. There are varying styles, but all single-family homes feature three to four bedroom and 2.5 bathrooms. The interior finishes, such as granite, tile, fixtures, and trim/molding will not differ from the market rate units to the affordable units.

The new dwelling homes designs will be approximately 2,200 square feet each. All dwellings will feature open floor plans with plenty of natural light and comfortable sized bedrooms. Eight (8) of the dwellings will contain four (4) bedrooms and the rest will contain three (3) bedrooms. Basement space will be designed to be finished. Each dwelling will contain an outside deck area 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, recreational 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 priced out of the Newbury housing market.

### 3. Qualification as a 40B Development

The development qualifies as assisted "low or moderate income housing" within the meaning of Massachusetts General Laws Chapter 40B, section 20 and will provide six units (25%) which will serve households earning at or below 80% of area median income and thus will meet the definition of low and moderate income under the statute. The Applicant desires to develop this project

pursuant to the guidelines of the Masshousing New England Fund Program administered by Masshousing under which a site approval letter has been granted.

Preliminary architectural drawings and engineering plans are attached hereto in reduced form and under separate cover as full size drawings.

#### 4. Local Need

According to figures compiled by the Massachusetts Department of Communities and Development (DHCD), in December 2014, Newbury's subsidized housing inventory represented 3.5% of its total housing stock, which is below the threshold requirements established under Chapter 40B of M.G.L.

#### 5. Exceptions and Approvals Requested

The subject property is zoned as in a "Agricultural- Residential (R-AG)." 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. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 25009C0118G, dated July 16, 2014, the site is not located within a flood plain.

Certain elements of the proposed development do not comply with the current underlying zoning. Consequently, an exception of use is required to enable multi-family residential at the proposed density to be constructed. Other exceptions to the Town of Newbury's Zoning Bylaws and other local land use regulations are specifically detailed in this application. If any specific exceptions have not been listed in this application, the applicant, upon notification of such an oversight, shall promptly amend the list of exceptions included herein.

#### CONCLUSION

For all of the foregoing reasons, and for the additional reasons the Applicant will present at the scheduled public hearing on this Application, the Applicant respectfully requests the Board, after complying with the procedural requirements as provided by law, issue to the Applicant a Comprehensive Permit for the Development.

## **APPLICANT STATUS**

The applicant, Byfield Estates, LLC is a Massachusetts limited liability company which is a Limited Dividend Organization within the meaning of 760 CMR 56.02 and an eligible applicant under 760 CMR 56.04. Pursuant to the New England Fund Program administered by MassHousing as the subsidizing agency, the applicant intends to enter into a Regulatory Agreement providing for (i) affordability of the proposed affordable units and (ii) limitation on the applicant's return on investment substantially in form attached.





Massachusetts Housing Finance Agency  
One Beacon Street, Boston, MA 02108

Tel: 617.854.1000 | Fax: 617.854.1091  
Vp: 866.758.1435 | [www.masshousing.com](http://www.masshousing.com)

October 26, 2016

Mr. Haralambos Katsikis  
Byfield Estates, LLC  
2 Dearborn Way  
Middleton, MA 01949

**Re: Byfield Estates, Newbury  
Project Eligibility/Site Approval  
Project #838**

Dear Mr. Katsikis:

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 (“FHLBB”).

You have proposed to build 24 homeownership units (the “Project”) on 16.36 acres of land located at 55 Rear Pearson Drive (the “Site”) in Newbury, MA (the “Municipality”).

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility (“Site Approval”) 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. The Newbury Board of Selectmen requested and received a 30 day extension to submit comments to MassHousing. The Board of Selectmen submitted comments regarding the Application on July 18, 2016, summarizing comments from municipal officials, staff and members of the public. The following concerns were identified in their comments:

- The Municipality expressed concern about the proposed length of the cul-de-sac and the ability of public safety vehicles to effectively maneuver around the proposed development access road in the event of an emergency.
- 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 that the proposed development will result in homes being built in close proximity to the Martin Burns Wildlife Management Area.
- The Municipality is concerned that you have not demonstrated adequate prior residential development experience to complete a development of this size and complexity. In response to this concern, you have notified MassHousing that you have over 36 years experience developing residential and commercial property. In addition, you informed us that an experienced 40B consultant will be part of the development team when you appear before the local zoning board of appeals.

### **Community Comments**

MassHousing received several letters from area residents, all of which expressed opposition to the proposed development. While letters from members of the community basically echoed the concerns identified by the local officials, the letters received are summarized below:

- Area residents expressed concern that the site supports a diverse wildlife population and that the proposed development may result in harm to wildlife and its associated habitat.
- Area residents believe the proposed development will impact the water pressure throughout the existing neighborhood.
- Area residents expressed concern that the proposed development may result in an increase in traffic volume and delays throughout the area. Further, area residents are concerned that the road width and the lack of sidewalks throughout the existing neighborhood may result in unsafe conditions for residents.

### **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. 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 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 Developer may apply to the Zoning Board of Appeals 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 Newbury Zoning Board of Appeals, and you should be prepared to explore them more fully during the public hearing process:

- Development of this site will require resolution of all environmental conditions per laws, regulations and standards applicable to existing conditions and to the proposed use, including but not limited to compliance with all applicable regulatory restrictions relating to floodplain management, the protection of wetlands (WPA), river and wildlife habitats/conservation areas as well as local and state environmental protection requirements relating to the protection of the public water supply, storm water runoff and hazardous waste safety. The Applicant should provide evidence of such compliance prior to the issuance of a building permit for the project.
- The Applicant should provide a detailed traffic study assessing potential impacts of the Project on area roadways, including traffic volumes, crash rates, and the safety and level of service (LOS) of area intersections, and identifying appropriate traffic mitigation in compliance with all applicable state and local requirements governing site design.
- The Applicant should be prepared to respond to Municipal concerns relative to the safety and functionality of the proposed internal roadway and pedestrian circulation plan.
- The Applicant should be prepared to respond to Municipal concerns regarding the experience of your development team to construct a project of this size during the public hearing.

MassHousing has also reviewed the application for compliance within 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, with not less than six (6) of such units restricted as affordable homeownership units for low and moderate income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of NEF 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 and 760 CMR 56.00.


This approval will be effective for a period of two 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 FHLBB, 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 J. Busby at (617) 854-1219.

Sincerely,



Timothy C. Sullivan  
Executive Director

cc: Chrystal Kornegay, Undersecretary, Department of Housing and Community Development  
Geoffrey Walker, Chairman, Town of Newbury Board of Selectmen  
Howard Traisler, Chairman, Town of Newbury Zoning Board of Appeals

## **Attachment 1.**

760 CMR 56.04 Project Eligibility: Other Responsibilities of Subsidizing Agency  
Section (4) Findings and Determinations

### **Byfield Estates, Newbury, MA #838**

After the close of a 30-day review period and a 30 day extension requested by the Town of Newbury, MassHousing hereby makes the following findings, based upon its review of the application, and taking into account 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, 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 \$73,050. The Applicant submitted a letter of financial interest from East Boston Savings Bank, a member bank of the FHLBB under the NEF Program.

***(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);***

Section IV-A (3) (a) of the Guidelines provide guidance to Subsidizing Agencies for evaluating a municipality's actions intended to meet affordable housing needs.

Newbury does not have a Housing Production Plan on file with DHCD. Newbury has 94 Subsidized Housing Inventory (SHI) units (3.5% of its housing inventory) and needs an additional 176 SHI units in order to meet the 10% SHI threshold. The current zoning allows for both Agricultural and Residential use, and the proposed residential development would be compatible with surrounding uses.

***(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 existing neighborhood consists of a mixture of housing types and configurations with varied roof elevations, but are primarily two stories in height. The proposed development is similar in character to abutting properties and the general pattern of development adjacent to the Site. The proposed homes will be wood-framed with exteriors designed to represent the prevailing surrounding neighborhood context. The Developer's design approach is to maintain a consistent massing, scale and building typology to that of the existing adjacent neighborhood.

**Relationship to Adjacent Streets**

The subject property is located on Rear Pearson Drive west of Orchard Street and abuts the 1,555 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 appears to be adequate lines of sight for vehicles entering and exiting the proposed Site. The proposed development is able to successfully integrate with existing development patterns.

**Density**

The Applicant proposes to build 24 homes on 16.36 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 Developer proposes to construct 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 offset 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. No significant adverse conditions are present and the site's topography is not an impediment to the proposed development.

**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.

### **Proposed Use**

Based on MassHousing staff's site inspection, 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.

***(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 9.14%. 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 \$690,000.

***(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 16.36 acre Site under a Purchase and Sale Agreement expiring on October 23, 2016.

## ***Development Team***

### **Applicant**

Byfield Estates, LLC  
Kevin Goodwin, Manager  
105 Church Street  
Merrimac, MA 01860  
978.360.2231  
kevingoodwinelectric@gmail.com

### **40B Consultant**

SEB, LLC  
Geoff Engler  
165 Chestnut Hill Ave. #2  
Brighton, MA. 02135  
617-782-2300 x202  
gengler@s-e-b.com  
www.s-e-b.com

### **Architect**

Ron Henri Albert, AIA  
69 Island Road  
Lunenburg, MA 01462  
978.828.5411

### **Engineer & Traffic Consultant**

TTI Environmental, Inc  
Ben Osgood  
13 Branch Street, Suite 111 201  
Methuen, MA 01844  
978.435.1324  
beno@ttienv.com  
www.ttienv.com

### **Lottery Agent**

SEB, LLC  
Brian Engler  
165 Chestnut Hill Ave. #2  
Brighton, MA. 02135  
617-782-2300 x203  
brian@s-e-b.com  
www.s-e-b.com



## PURCHASE & SALE AGREEMENT

1. This 15 day of October, 2015, Jeffrey J. Smith and Michael S. McLaughlin ("SELLER"), agree to Sell and Haralambos Katsikis of 2 Dearborn Way, Middleton MA 01949 or his nominee ("BUYER"), agrees to Buy, upon the terms hereinafter set forth, the following described premises:
2. The land with the buildings thereon known as 55 Pearson Drive, Newbury MA 01922, more particularly described in a deed recorded with the Essex South Registry of Deeds, Book 27941, page 42; and also the parcel of land shown as Parcel B on a plan of land recorded with said Registry of Deeds at Plan Book 396, Plan 5 (3 sheets). Said Parcel B is described in a deed recorded with said Registry of Deeds at Book 34428, Page 106; altogether consisting of a single family home and about 16 ½ acres of vacant land ("Premises").
3. Included in the sale as a part of said Premises are any fixtures attached and appurtenant to said land and the contents of the home, including all appliances, HVAC equipment, window treatments, etc.
4. Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, 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 closing; and
  - (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said Premises for single family residential development in the context of a so-called 40B project.
5. If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. The agreed purchase price for said premises is Six Hundred Seventy-five Thousand and 00/100 Dollars (\$675,000.00), of which

\$33,750

have been paid with the execution hereof; and

\$641,250

are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, bank or IOLTA check(s) without intervening endorsement except BUYER'S.

\$675,000

TOTAL

8. Such deed is to be delivered on or before 10/23/16, at the Essex South Registry of Deeds, unless otherwise agreed upon in writing; however, subject to Paragraph 33 hereof. IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.
9. Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (a) not in violation of said building and zoning laws, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to inspect said premises from time to time and upon reasonable notice to SELLER prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause, to take measurements, or to show the premises to prospective lenders and/or contractors, which rights are more particularly described in Paragraph 34 hereof. SELLER shall leave the Premises free of all their personal belongings and possessions not being transferred hereunder.
10. 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 the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days or such lesser period of time as it takes to clear title. In using reasonable efforts, Seller shall not be required to expend in excess of \$5,000 in clearing non-monetary liens.
11. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. 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 the said premises in their then condition and to pay therefore 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, 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.

13. The recording of a deed by the BUYER or his 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. All financial adjustments shall be final except for unascertained real estate taxes at the time of closing.
14. To enable the SELLER to make conveyance as herein provided, the SELLER may, 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, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable time thereafter pursuant to REBA standards.
15. Until the delivery of the deed, the SELLER shall maintain insurance on the Premises in amounts as currently insured. Risk of loss shall remain upon the SELLER until the closing date.
16. Water charges and taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement 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.
17. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation 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.
18. Seller shall provide Buyer a Certificate of Compliance with regard to smoke and carbon monoxide detectors at the home on the Premises at the time of closing.
19. BUYER and SELLER warrant and represent that they have not dealt with any broker or finder in connection with the purchase of the Premises or in connection with this Agreement. BUYER agrees to hold SELLER and SELLER agrees to hold BUYER harmless and indemnified from and against any and all loss, cost, damage and expense arising out of BUYER'S or SELLER'S breach of the warranty and representation of this Section 19. The provisions of this Section 19 shall survive the closing.
20. All deposits made hereunder shall be held by Tomlinson & Hatch, LLC subject to the terms hereof 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 a mutual resolution or, failing that, pursuant to a binding arbitration order of REBA Dispute Resolution, which both parties agree to engage on a 50/50 basis, if a deposit dispute arises, in lieu of recourse to the MA court system.

21. If the BUYER shall fail to fulfill the BUYER's obligations herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and shall be SELLER's sole remedy at law or in equity.
22. The SELLER's spouses hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. Seller will perform a test of the septic system by a licensed inspector and disclose the results upon their receipt. Seller will provide Buyer at least 180 days prior to closing a Title V Certification indicating that the current septic system is in acceptable operating condition and passes all applicable standards or, if not, a report detailing the deficiencies in the system. To the extent the system must be repaired or replaced, then Buyer shall do so at his sole expense and will hold Seller harmless from doing so.
24. 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 of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing. In purchasing the Premises, BUYER is relying solely on his own inspections and those of qualified inspectors and agents, and is purchasing the Premises "AS IS" except as herein stipulated.
26. This transaction is not contingent upon financing or the Premises appraising at a certain price
27. 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.
28. Notwithstanding anything within the body of the Purchase and Sale Agreement to the contrary, the following terms and provisions shall prevail, as conditions of Buyer's performance:

It is understood and agreed by the Buyer and Seller that in addition to all the normal and customary title requirements, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) No building, structure or improvement of any kind belonging to another person or entity shall encroach upon or under the Premises, unless so allowed by recorded easement;
- (b) All structures and improvements of the Premises, including but not limited to foundations, sewer lines, and septic systems or cesspools, and all means of access to the Premises, shall be located completely within the boundary lines of the Premises and shall not encroach upon or under the property of any other person or entity, unless so allowed by recorded easement;

- (c) That portion of the premises known as 55 Pearson Drive, Newbury, MA abut a public way, duly laid out or accepted as such by the city or town in which said Premises are located;
- (d) The Premises shall have access to municipal water, telephone, gas and electric services of public utilities, and all such services and facilities shall be adequate for the use of the Premises for residential development;
- (e) The Premises are insurable for the benefit of the Buyer at normal premium rates by an ALTA title insurance company doing business in the Commonwealth of Massachusetts, in a fee owner's policy of title insurance containing only "jacket" exceptions, and those exceptions contained in paragraph 4 of this Agreement; and
- (f) The premises are not within a so-called "flood plain area" or "flood plain zone" or any other such flood-prone areas as determined under the maps and regulations of the Federal Emergency Management Agency, with respect to the federal flood plain insurance program.

Any matter which is the subject of a Title Standard or Practice Standard of the REBA at the time of delivery of the deed shall be governed by said Title Standard or Practice Standard to the extent applicable.

- 29. The home at the Premises shall be delivered vacant, free of any tenants and their possessions. This shall be a condition of Buyer's obligation to close.
- 30. Seller shall execute and or deliver such documents as may be reasonably required to obtain title insurance on the Premises at usual rates, and also other documents commonly used in conjunction with real estate conveyances.
- 31. Notices to be given or served hereunder shall be deemed duly given and served if delivered by hand or, if mailed, by United States mail, postage prepaid, or if sent by facsimile or email, with proof of transmission, if addressed as follows:

If to Seller: Jeffrey Tomlinson, Esq.  
Tomlinson and Hatch, LLC  
11 Chestnut Street  
Andover, MA 01810  
Phone: 978-475-6881  
Fax: 978-475-6883  
Email: [jrt@tomlinsonandhatch.com](mailto:jrt@tomlinsonandhatch.com)

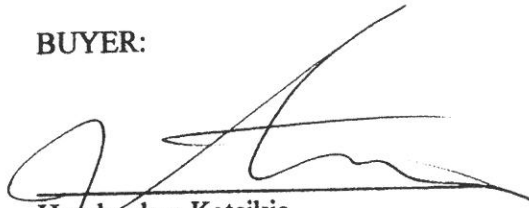
If to Buyer: Ethan Schaff, Esq.  
PO Box 149  
Stoughton MA 02072  
Fax: 781-297-0938  
Email: [eslawbiz@earthlink.net](mailto:eslawbiz@earthlink.net)

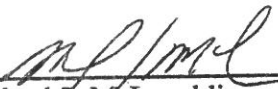
32. The Rider attached hereto is incorporated herein by this reference.

SELLER:

  
Jeffrey J. Smith

BUYER:

  
Haralambos Katsikis

  
Michael S. McLaughlin



**RIDER TO PURCHASE AND SALE AGREEMENT  
RELATING TO 55 PEARSON DRIVE, NEWBURY, MA**

33. BUYER'S obligation to close is expressly conditioned upon: (i) receipt of Newbury Planning Board approval to subdivide the Premises into at least twenty-four (24) buildable lots suitable for single-family residential development pursuant to a so-called 40B design plan to be submitted by Buyer at his sole expense without the need for a variance or special permit from the ZBA; (ii) upon receipt of subdivision and 40B approvals, receipt of building permits from the Town of Newbury to construct a single-family residential dwelling on each lot; (iii) determination that each lot of the Premises will be serviced by an adequate water supply meeting Board of Health standards including without limitation receipt of a utility hookup permit to bring in all necessary water lines; (iv) receipt of percolation tests for the Premises that meet or exceed Newbury Board of Health requirements; (v) approved septic design plan(s) from the Board of Health for a minimum of 4-bedroom homes; and (vi) receipt by Buyer of all Seller's plans, surveys and permits relating in any way to the Premises including any title insurance policies, if available. To that end, Seller authorizes Buyer to file, at Buyer's sole expense, any applications in Seller's name as record owner, if required, in order to procure subdivision & 40B approvals, building permits, septic system design approval and utility hookups. Seller shall cooperate fully with Buyer in Buyer's efforts to secure same, and cooperate with Buyer in Buyer opposing any appeals from any approvals/permits granted. Notwithstanding anything contained in paragraph 8 hereof to the contrary, the closing shall take place at the Essex South Registry of Deeds or Buyer's lender's counsel's office (as the case may be) on the later of: (i) October 23, 2016, or (ii) the seventh (7<sup>th</sup>) day after the date on which all permits/approvals above described have been issued and appeal periods expired without appeals having been taken; provided that, Buyer continues to use diligent efforts in procuring all necessary permits/approvals.
34. The Seller will permit Buyer liberal access to the Premises, at reasonable times, for the purpose of taking measurements, conducting inspections and engineering studies, performing tests and the like, or to show the Premises to prospective lenders or to market same. Buyer and Buyer's agents, employees and contractors shall have the right, from time to time, at Buyer's sole cost, expense, risk and hazard, without damage being imposed upon the Premises, to enter upon the Premises to survey or excavate the Premises to accomplish those objectives listed in paragraph 33 above. Seller agrees to fully cooperate with Buyer, in all reasonable respects, at reasonable times and frequencies, but at no cost to Seller. In consideration of the foregoing, Buyer agrees (a) to indemnify and save Seller harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability or damage, including reasonable attorney's fees, caused by or related to any and all entries and activities as aforesaid by Buyer or Buyer's agents, employees, licensees, invitees and contractors; and (b) as soon as practicable after excavating, to restore the surface and subsurface of the Premises to the same condition as they were in immediately prior to such excavation. The Buyer agrees to hold Seller harmless and to indemnify the Seller for all liability and property loss caused by the Buyer or his agents while said Buyer or his agents are on the Premises.
35. Seller represents that Seller is not aware of any unresolved litigation or

threatened, pending or ongoing litigation with regard to the Premises. Seller has not received any notice which, by its terms, advises of pending complaints from any governmental authority or department against the Premises or of a violation of building, zoning, environmental or other applicable laws, and no notice has been received from any insurer advising of the cancellation of or any increase in premiums of, any insurance policy on the Premises. Seller has not received from any governmental authority or other party any notice which, by its terms, advises that the Premises or any appurtenances thereto, including, without limitation, utility lines servicing the Premises, violate any applicable easement or improperly encroach on the property of another.

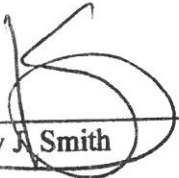
36. Seller has no actual knowledge of the presence on or in the Premises of any hazardous waste, oil or other materials which would require removal under state or federal laws or regulations. Should Buyer during the course of his investigations discover any such substances present on or in the Premises or that there is a likelihood of a release of any such substances from or at the Premises, then Buyer shall have the option of rescinding this Agreement by written notice to Seller, whereupon all deposits made by Buyer hereunder shall be forthwith refunded and this Agreement shall become null and void without further recourse to the parties hereto.
37. Buyer will grant real estate broker Jeff Smith the right to market and sell the homes to be constructed at the Premises on an exclusive basis. Commission is to be (i) 4% of each home's sale price if Mr. Smith brings the buyer; and (ii) 4.5% if it is co-brokered; provided, that, if the Buyer brings a buyer independent of Mr. Smith's marketing efforts, then the commission shall be 2% to Mr. Smith.
38. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties or their attorneys hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers, listing sheets and agreements between the parties with respect to the transactions contemplated hereby and any such prior offers or agreements shall be null and void.
39. In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including emailed and faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.
40. In the event the BUYER records a copy of this Purchase and Sale Agreement, SELLER may at SELLER'S option declare this Agreement null and void and BUYER shall be deemed to be in default of his obligations hereunder.
41. Except to the extent required by law or as set out in the reasonable and customary documents either party is requested to sign at closing by BUYER'S Lender, the parties agree that any representations which the SELLER is making or is called upon to make by the terms of any disclosure statement and/or this Agreement, or may be deemed to have been made, are made only to the best of such party's actual knowledge thereof, without making any independent inquiry or investigation prior to making same.



42. Such information as may have been, or may hereafter be furnished to the BUYER concerning the real estate taxes for the Premises is based upon the most recent bills, but the SELLER does not warrant that such expenses or costs will remain the same in the future. The SELLER has no way of assuring what valuation or tax rate will be imposed in the future. The SELLER also expressly disclaims any representation or warranties not expressly made in this Agreement concerning the condition or costs of operating the Premises.

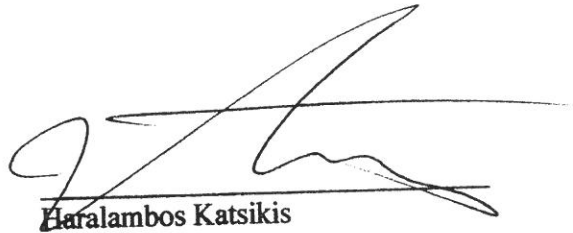
43. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement, and they have either done so or hereby waive the privilege.

SELLER:

  
Jeffrey A. Smith

  
Michael S. McLaughlin

BUYER:

  
Haralambos Katsikis

Department of Housing and Community Development  
Chapter 40B Subsidized Housing Inventory (SHI)  
as of December 5, 2014

| <b>Community</b> | <b>2010 Census Year<br/>Round Housing<br/>Units</b> | <b>Total<br/>Development<br/>Units</b> | <b>SHI Units</b> | <b>%</b> |
|------------------|---|--|------------------|----------|
| Abington         | 6,364   | 511                                    | 478              | 7.5%     |
| Acton            | 8,475   | 1,107                                  | 551              | 6.5%     |
| Acushnet         | 4,097   | 133                                    | 103              | 2.5%     |
| Adams            | 4,337   | 321                                    | 321              | 7.4%     |
| Agawam           | 12,090  | 499                                    | 467              | 3.9%     |
| Alford           | 231   | 0                                      | 0                | 0.0%     |
| Amesbury         | 7,041   | 869                                    | 505              | 7.2%     |
| Amherst          | 9,621   | 1,081                                  | 1,034            | 10.7%    |
| Andover          | 12,324  | 1,428                                  | 1,145            | 9.3%     |
| Aquinnah         | 158   | 41                                     | 41               | 25.9%    |
| Arlington        | 19,881  | 1,429                                  | 1,121            | 5.6%     |
| Ashburnham       | 2,272   | 147                                    | 32               | 1.4%     |
| Ashby            | 1,150   | 0                                      | 0                | 0.0%     |
| Ashfield         | 793   | 2                                      | 2                | 0.3%     |
| Ashland          | 6,581   | 346                                    | 241              | 3.7%     |
| Athol            | 5,148   | 247                                    | 247              | 4.8%     |
| Attleboro        | 17,978  | 1,177                                  | 1,177            | 6.5%     |
| Auburn           | 6,808   | 242                                    | 242              | 3.6%     |
| Avon             | 1,763   | 74                                     | 74               | 4.2%     |
| Ayer             | 3,440   | 456                                    | 290              | 8.4%     |
| Barnstable       | 20,550  | 1,832                                  | 1,373            | 6.7%     |
| Barre            | 2,164   | 83                                     | 83               | 3.8%     |
| Becket           | 838   | 0                                      | 0                | 0.0%     |
| Bedford          | 5,322   | 1,087                                  | 902              | 16.9%    |
| Belchertown      | 5,771   | 398                                    | 372              | 6.4%     |
| Bellingham       | 6,341   | 702                                    | 537              | 8.5%     |
| Belmont          | 10,117  | 392                                    | 380              | 3.8%     |
| Berkley          | 2,169   | 139                                    | 24               | 1.1%     |
| Berlin           | 1,183   | 222                                    | 65               | 5.5%     |
| Bernardston      | 930   | 24                                     | 24               | 2.6%     |
| Beverly          | 16,522  | 2,142                                  | 1,946            | 11.8%    |
| Billerica        | 14,442  | 1,487                                  | 857              | 5.9%     |
| Blackstone       | 3,606   | 165                                    | 123              | 3.4%     |
| Blandford        | 516   | 1                                      | 1                | 0.2%     |
| Bolton           | 1,729   | 192                                    | 64               | 3.7%     |
| Boston           | 269,482   | 52,453                                 | 49,324           | 18.3%    |
| Bourne           | 8,584   | 1,227                                  | 596              | 6.9%     |
| Boxborough       | 2,062   | 327                                    | 24               | 1.2%     |
| Boxford          | 2,730   | 64                                     | 23               | 0.8%     |

|                  |        |       |       |       |
|------------------|--------|-------|-------|-------|
| Boylston         | 1,765  | 26    | 24    | 1.4%  |
| Braintree        | 14,260 | 1,636 | 1,098 | 7.7%  |
| Brewster         | 4,803  | 293   | 246   | 5.1%  |
| Bridgewater      | 8,288  | 579   | 524   | 6.3%  |
| Brimfield        | 1,491  | 80    | 80    | 5.4%  |
| Brockton         | 35,514 | 4,485 | 4,485 | 12.6% |
| Brookfield       | 1,452  | 47    | 41    | 2.8%  |
| Brookline        | 26,201 | 2,634 | 2,111 | 8.1%  |
| Buckland         | 866    | 3     | 3     | 0.3%  |
| Burlington       | 9,627  | 1,395 | 993   | 10.3% |
| Cambridge        | 46,690 | 7,174 | 7,084 | 15.2% |
| Canton           | 8,710  | 1,180 | 1,075 | 12.3% |
| Carlisle         | 1,740  | 52    | 46    | 2.6%  |
| Carver           | 4,514  | 146   | 146   | 3.2%  |
| Charlemont       | 615    | 3     | 3     | 0.5%  |
| Charlton         | 4,774  | 83    | 83    | 1.7%  |
| Chatham          | 3,460  | 176   | 170   | 4.9%  |
| Chelmsford       | 13,741 | 1,545 | 1,169 | 8.5%  |
| Chelsea          | 12,592 | 2,130 | 2,125 | 16.9% |
| Cheshire         | 1,481  | 0     | 0     | 0.0%  |
| Chester          | 585    | 22    | 22    | 3.8%  |
| Chesterfield     | 524    | 17    | 17    | 3.2%  |
| Chicopee         | 25,074 | 2,588 | 2,551 | 10.2% |
| Chilmark         | 418    | 3     | 3     | 0.7%  |
| Clarksburg       | 706    | 8     | 8     | 1.1%  |
| Clinton          | 6,375  | 549   | 549   | 8.6%  |
| Cohasset         | 2,898  | 325   | 311   | 10.7% |
| Colrain          | 731    | 0     | 0     | 0.0%  |
| Concord          | 6,852  | 766   | 710   | 10.4% |
| Conway           | 803    | 0     | 0     | 0.0%  |
| Cummington       | 426    | 16    | 16    | 3.8%  |
| Dalton           | 2,860  | 158   | 158   | 5.5%  |
| Danvers          | 11,071 | 1,472 | 1,109 | 10.0% |
| Dartmouth        | 11,775 | 959   | 929   | 7.9%  |
| Dedham           | 10,115 | 1,152 | 1,107 | 10.9% |
| Deerfield        | 2,154  | 33    | 33    | 1.5%  |
| Dennis           | 7,653  | 349   | 335   | 4.4%  |
| Dighton          | 2,568  | 417   | 115   | 4.5%  |
| Douglas          | 3,147  | 183   | 140   | 4.4%  |
| Dover            | 1,950  | 69    | 17    | 0.9%  |
| Dracut           | 11,318 | 1,004 | 719   | 6.4%  |
| Dudley           | 4,360  | 104   | 104   | 2.4%  |
| Dunstable        | 1,085  | 0     | 0     | 0.0%  |
| Duxbury          | 5,532  | 441   | 196   | 3.5%  |
| East Bridgewater | 4,897  | 230   | 173   | 3.5%  |
| East Brookfield  | 888    | 0     | 0     | 0.0%  |
| East Longmeadow  | 6,072  | 504   | 436   | 7.2%  |

|                  |        |       |       |       |
|------------------|--------|-------|-------|-------|
| Eastham          | 2,632  | 59    | 50    | 1.9%  |
| Easthampton      | 7,567  | 505   | 449   | 5.9%  |
| Easton           | 8,105  | 629   | 531   | 6.6%  |
| Edgartown        | 1,962  | 94    | 89    | 4.5%  |
| Egremont         | 596    | 0     | 0     | 0.0%  |
| Erving           | 778    | 0     | 0     | 0.0%  |
| Essex            | 1,477  | 40    | 40    | 2.7%  |
| Everett          | 16,691 | 1,314 | 1,314 | 7.9%  |
| Fairhaven        | 7,003  | 473   | 473   | 6.8%  |
| Fall River       | 42,650 | 4,927 | 4,831 | 11.3% |
| Falmouth         | 14,870 | 1,231 | 963   | 6.5%  |
| Fitchburg        | 17,058 | 1,656 | 1,655 | 9.7%  |
| Florida          | 335    | 0     | 0     | 0.0%  |
| Foxborough       | 6,853  | 621   | 611   | 8.9%  |
| Framingham       | 27,443 | 2,870 | 2,870 | 10.5% |
| Franklin         | 11,350 | 1,543 | 1,078 | 9.5%  |
| Freetown         | 3,263  | 98    | 80    | 2.5%  |
| Gardner          | 9,064  | 1,297 | 1,297 | 14.3% |
| Georgetown       | 3,031  | 354   | 354   | 11.7% |
| Gill             | 591    | 24    | 24    | 4.1%  |
| Gloucester       | 13,270 | 986   | 951   | 7.2%  |
| Goshen           | 440    | 6     | 6     | 1.4%  |
| Gosnold          | 41     | 0     | 0     | 0.0%  |
| Grafton          | 7,160  | 642   | 325   | 4.5%  |
| Granby           | 2,451  | 66    | 66    | 2.7%  |
| Granville        | 630    | 3     | 3     | 0.5%  |
| Great Barrington | 3,072  | 316   | 244   | 7.9%  |
| Greenfield       | 8,325  | 1,160 | 1,143 | 13.7% |
| Groton           | 3,930  | 378   | 212   | 5.4%  |
| Groveland        | 2,423  | 137   | 80    | 3.3%  |
| Hadley           | 2,200  | 285   | 285   | 13.0% |
| Halifax          | 2,971  | 28    | 28    | 0.9%  |
| Hamilton         | 2,783  | 124   | 84    | 3.0%  |
| Hampden          | 1,941  | 60    | 60    | 3.1%  |
| Hancock          | 326    | 0     | 0     | 0.0%  |
| Hanover          | 4,832  | 455   | 455   | 9.4%  |
| Hanson           | 3,572  | 270   | 148   | 4.1%  |
| Hardwick         | 1,185  | 22    | 22    | 1.9%  |
| Harvard          | 1,982  | 279   | 110   | 5.5%  |
| Harwich          | 6,121  | 333   | 333   | 5.4%  |
| Hatfield         | 1,549  | 47    | 47    | 3.0%  |
| Haverhill        | 25,557 | 2,694 | 2,465 | 9.6%  |
| Hawley           | 137    | 0     | 0     | 0.0%  |
| Heath            | 334    | 0     | 0     | 0.0%  |
| Hingham          | 8,841  | 2,161 | 561   | 6.3%  |
| Hinsdale         | 918    | 0     | 0     | 0.0%  |
| Holbrook         | 4,262  | 439   | 439   | 10.3% |

|              |        |       |       |       |
|--------------|--------|-------|-------|-------|
| Holden       | 6,624  | 507   | 393   | 5.9%  |
| Holland      | 1,051  | 19    | 19    | 1.8%  |
| Holliston    | 5,077  | 332   | 225   | 4.4%  |
| Holyoke      | 16,320 | 3,411 | 3,368 | 20.6% |
| Hopedale     | 2,278  | 108   | 108   | 4.7%  |
| Hopkinton    | 5,087  | 558   | 439   | 8.6%  |
| Hubbardston  | 1,627  | 49    | 49    | 3.0%  |
| Hudson       | 7,962  | 1,089 | 918   | 11.5% |
| Hull         | 4,964  | 93    | 93    | 1.9%  |
| Huntington   | 919    | 47    | 47    | 5.1%  |
| Ipswich      | 5,735  | 520   | 494   | 8.6%  |
| Kingston     | 4,881  | 356   | 179   | 3.7%  |
| Lakeville    | 3,852  | 572   | 256   | 6.6%  |
| Lancaster    | 2,544  | 207   | 124   | 4.9%  |
| Lanesborough | 1,365  | 28    | 28    | 2.1%  |
| Lawrence     | 27,092 | 3,926 | 3,907 | 14.4% |
| Lee          | 2,702  | 173   | 176   | 6.5%  |
| Leicester    | 4,231  | 163   | 163   | 3.9%  |
| Lenox        | 2,473  | 178   | 178   | 7.2%  |
| Leominster   | 17,805 | 1,479 | 1,442 | 8.1%  |
| Leverett     | 792    | 2     | 2     | 0.3%  |
| Lexington    | 11,946 | 1,510 | 1,329 | 11.1% |
| Leyden       | 300    | 0     | 0     | 0.0%  |
| Lincoln      | 2,153  | 310   | 238   | 11.2% |
| Littleton    | 3,443  | 643   | 431   | 12.5% |
| Longmeadow   | 5,874  | 267   | 267   | 4.5%  |
| Lowell       | 41,308 | 5,250 | 5,215 | 12.6% |
| Ludlow       | 8,337  | 187   | 187   | 2.2%  |
| Lunenburg    | 4,037  | 164   | 164   | 4.1%  |
| Lynn         | 35,701 | 4,452 | 4,451 | 12.5% |
| Lynnfield    | 4,319  | 704   | 491   | 11.4% |
| Malden       | 25,122 | 2,628 | 2,562 | 10.2% |
| Manchester   | 2,275  | 122   | 110   | 4.8%  |
| Mansfield    | 8,725  | 1,042 | 946   | 10.8% |
| Marblehead   | 8,528  | 399   | 333   | 3.9%  |
| Marion       | 2,014  | 204   | 155   | 7.7%  |
| Marlborough  | 16,347 | 1,728 | 1,660 | 10.2% |
| Marshfield   | 9,852  | 753   | 550   | 5.6%  |
| Mashpee      | 6,473  | 314   | 298   | 4.6%  |
| Mattapoisett | 2,626  | 71    | 71    | 2.7%  |
| Maynard      | 4,430  | 387   | 369   | 8.3%  |
| Medfield     | 4,220  | 209   | 191   | 4.5%  |
| Medford      | 23,968 | 1,685 | 1,647 | 6.9%  |
| Medway       | 4,603  | 285   | 233   | 5.1%  |
| Melrose      | 11,714 | 1,209 | 892   | 7.6%  |
| Mendon       | 2,072  | 77    | 40    | 1.9%  |
| Merrimac     | 2,527  | 397   | 141   | 5.6%  |

|                    |        |       |       |       |
|--------------------|--------|-------|-------|-------|
| Methuen            | 18,268 | 1,938 | 1,649 | 9.0%  |
| Middleborough      | 8,921  | 928   | 509   | 5.7%  |
| Middlefield        | 230    | 4     | 4     | 1.7%  |
| Middleton          | 3,011  | 173   | 151   | 5.0%  |
| Milford            | 11,379 | 980   | 718   | 6.3%  |
| Millbury           | 5,592  | 244   | 221   | 4.0%  |
| Millis             | 3,148  | 184   | 121   | 3.8%  |
| Millville          | 1,157  | 26    | 26    | 2.2%  |
| Milton             | 9,641  | 733   | 477   | 4.9%  |
| Monroe             | 64     | 0     | 0     | 0.0%  |
| Monson             | 3,406  | 152   | 152   | 4.5%  |
| Montague           | 3,926  | 423   | 391   | 10.0% |
| Monterey           | 465    | 0     | 0     | 0.0%  |
| Montgomery         | 337    | 0     | 0     | 0.0%  |
| Mount Washington   | 80     | 0     | 0     | 0.0%  |
| Nahant             | 1,612  | 48    | 48    | 3.0%  |
| Nantucket          | 4,896  | 179   | 121   | 2.5%  |
| Natick             | 14,052 | 1,672 | 1,442 | 10.3% |
| Needham            | 11,047 | 969   | 838   | 7.6%  |
| New Ashford        | 104    | 0     | 0     | 0.0%  |
| New Bedford        | 42,816 | 5,155 | 5,124 | 12.0% |
| New Braintree      | 386    | 0     | 0     | 0.0%  |
| New Marlborough    | 692    | 0     | 0     | 0.0%  |
| New Salem          | 433    | 0     | 0     | 0.0%  |
| Newbury            | 2,699  | 94    | 94    | 3.5%  |
| Newburyport        | 8,015  | 720   | 606   | 7.6%  |
| Newton             | 32,346 | 2,515 | 2,438 | 7.5%  |
| Norfolk            | 3,112  | 144   | 111   | 3.6%  |
| North Adams        | 6,681  | 886   | 880   | 13.2% |
| North Andover      | 10,902 | 1,393 | 932   | 8.5%  |
| North Attleborough | 11,553 | 308   | 296   | 2.6%  |
| North Brookfield   | 2,014  | 142   | 142   | 7.1%  |
| North Reading      | 5,597  | 645   | 533   | 9.5%  |
| Northampton        | 12,604 | 1,586 | 1,521 | 12.1% |
| Northborough       | 5,297  | 718   | 605   | 11.4% |
| Northbridge        | 6,144  | 470   | 455   | 7.4%  |
| Northfield         | 1,290  | 27    | 27    | 2.1%  |
| Norton             | 6,707  | 898   | 588   | 8.8%  |
| Norwell            | 3,652  | 426   | 271   | 7.4%  |
| Norwood            | 12,441 | 992   | 980   | 7.9%  |
| Oak Bluffs         | 2,138  | 158   | 146   | 6.8%  |
| Oakham             | 702    | 0     | 0     | 0.0%  |
| Orange             | 3,461  | 431   | 431   | 12.5% |
| Orleans            | 3,290  | 337   | 307   | 9.3%  |
| Otis               | 763    | 0     | 0     | 0.0%  |
| Oxford             | 5,520  | 404   | 404   | 7.3%  |
| Palmer             | 5,495  | 329   | 284   | 5.2%  |



|              |        |       |       |       |
|--------------|--------|-------|-------|-------|
| Paxton       | 1,590  | 62    | 62    | 3.9%  |
| Peabody      | 22,135 | 2,146 | 2,031 | 9.2%  |
| Pelham       | 564    | 4     | 4     | 0.7%  |
| Pembroke     | 6,477  | 807   | 625   | 9.6%  |
| Pepperell    | 4,335  | 197   | 129   | 3.0%  |
| Peru         | 354    | 0     | 0     | 0.0%  |
| Petersham    | 525    | 0     | 0     | 0.0%  |
| Phillipston  | 658    | 11    | 11    | 1.7%  |
| Pittsfield   | 21,031 | 2,078 | 1,957 | 9.3%  |
| Plainfield   | 283    | 0     | 0     | 0.0%  |
| Plainville   | 3,459  | 209   | 175   | 5.1%  |
| Plymouth     | 22,285 | 840   | 692   | 3.1%  |
| Plympton     | 1,039  | 63    | 51    | 4.9%  |
| Princeton    | 1,324  | 21    | 21    | 1.6%  |
| Provincetown | 2,122  | 210   | 169   | 8.0%  |
| Quincy       | 42,547 | 4,077 | 4,077 | 9.6%  |
| Randolph     | 11,980 | 1,279 | 1,279 | 10.7% |
| Raynham      | 5,052  | 604   | 489   | 9.7%  |
| Reading      | 9,584  | 1,137 | 742   | 7.7%  |
| Rehoboth     | 4,252  | 95    | 23    | 0.5%  |
| Revere       | 21,956 | 1,769 | 1,759 | 8.0%  |
| Richmond     | 706    | 3     | 3     | 0.4%  |
| Rochester    | 1,865  | 8     | 8     | 0.4%  |
| Rockland     | 7,030  | 453   | 407   | 5.8%  |
| Rockport     | 3,460  | 135   | 135   | 3.9%  |
| Rowe         | 177    | 0     | 0     | 0.0%  |
| Rowley       | 2,226  | 179   | 94    | 4.2%  |
| Royalston    | 523    | 3     | 3     | 0.6%  |
| Russell      | 687    | 13    | 13    | 1.9%  |
| Rutland      | 2,913  | 81    | 81    | 2.8%  |
| Salem        | 18,998 | 2,350 | 2,348 | 12.4% |
| Salisbury    | 3,842  | 555   | 342   | 8.9%  |
| Sandisfield  | 401    | 0     | 0     | 0.0%  |
| Sandwich     | 8,183  | 566   | 287   | 3.5%  |
| Saugus       | 10,754 | 825   | 749   | 7.0%  |
| Savoy        | 318    | 0     | 0     | 0.0%  |
| Scituate     | 7,163  | 355   | 310   | 4.3%  |
| Seekonk      | 5,272  | 88    | 84    | 1.6%  |
| Sharon       | 6,413  | 472   | 472   | 7.4%  |
| Sheffield    | 1,507  | 30    | 30    | 2.0%  |
| Shelburne    | 893    | 51    | 51    | 5.7%  |
| Sherborn     | 1,479  | 41    | 34    | 2.3%  |
| Shirley      | 2,417  | 60    | 60    | 2.5%  |
| Shrewsbury   | 13,919 | 957   | 860   | 6.2%  |
| Shutesbury   | 758    | 2     | 2     | 0.3%  |
| Somerset     | 7,335  | 271   | 271   | 3.7%  |
| Somerville   | 33,632 | 3,270 | 3,258 | 9.7%  |

|               |        |        |       |       |
|---------------|--------|--------|-------|-------|
| South Hadley  | 7,091  | 396    | 396   | 5.6%  |
| Southampton   | 2,310  | 44     | 44    | 1.9%  |
| Southborough  | 3,433  | 610    | 286   | 8.3%  |
| Southbridge   | 7,517  | 490    | 490   | 6.5%  |
| Southwick     | 3,852  | 177    | 173   | 4.5%  |
| Spencer       | 5,137  | 268    | 267   | 5.2%  |
| Springfield   | 61,556 | 10,247 | 9,970 | 16.2% |
| Sterling      | 2,918  | 269    | 68    | 2.3%  |
| Stockbridge   | 1,051  | 111    | 111   | 10.6% |
| Stoneham      | 9,399  | 501    | 495   | 5.3%  |
| Stoughton     | 10,742 | 1,535  | 1,207 | 11.2% |
| Stow          | 2,500  | 331    | 179   | 7.2%  |
| Sturbridge    | 3,759  | 260    | 209   | 5.6%  |
| Sudbury       | 5,921  | 575    | 354   | 6.0%  |
| Sunderland    | 1,718  | 8      | 8     | 0.5%  |
| Sutton        | 3,324  | 176    | 42    | 1.3%  |
| Swampscott    | 5,795  | 218    | 212   | 3.7%  |
| Swansea       | 6,290  | 247    | 236   | 3.8%  |
| Taunton       | 23,844 | 1,844  | 1,650 | 6.9%  |
| Templeton     | 3,014  | 476    | 198   | 6.6%  |
| Tewksbury     | 10,803 | 1,306  | 1,037 | 9.6%  |
| Tisbury       | 1,965  | 123    | 109   | 5.5%  |
| Tolland       | 222    | 0      | 0     | 0.0%  |
| Topsfield     | 2,157  | 164    | 146   | 6.8%  |
| Townsend      | 3,356  | 214    | 150   | 4.5%  |
| Truro         | 1,090  | 27     | 27    | 2.5%  |
| Tyngsborough  | 4,166  | 638    | 340   | 8.2%  |
| Tyringham     | 149    | 0      | 0     | 0.0%  |
| Upton         | 2,820  | 223    | 178   | 6.3%  |
| Uxbridge      | 5,284  | 427    | 257   | 4.9%  |
| Wakefield     | 10,459 | 1,059  | 694   | 6.6%  |
| Wales         | 772    | 55     | 55    | 7.1%  |
| Walpole       | 8,984  | 470    | 470   | 5.2%  |
| Waltham       | 24,805 | 2,253  | 1,785 | 7.2%  |
| Ware          | 4,539  | 425    | 425   | 9.4%  |
| Wareham       | 9,880  | 889    | 759   | 7.7%  |
| Warren        | 2,202  | 108    | 108   | 4.9%  |
| Warwick       | 363    | 0      | 0     | 0.0%  |
| Washington    | 235    | 0      | 0     | 0.0%  |
| Watertown     | 15,521 | 1,219  | 1,000 | 6.4%  |
| Wayland       | 4,957  | 362    | 200   | 4.0%  |
| Webster       | 7,788  | 666    | 666   | 8.6%  |
| Wellesley     | 9,090  | 597    | 561   | 6.2%  |
| Wellfleet     | 1,550  | 34     | 34    | 2.2%  |
| Wendell       | 419    | 5      | 5     | 1.2%  |
| Wenham        | 1,404  | 190    | 122   | 8.7%  |
| West Boylston | 2,729  | 429    | 136   | 5.0%  |



|                  |                  |                |                |             |
|------------------|------------------|----------------|----------------|-------------|
| West Bridgewater | 2,658            | 173            | 119            | 4.5%        |
| West Brookfield  | 1,578            | 57             | 57             | 3.6%        |
| West Newbury     | 1,558            | 86             | 34             | 2.2%        |
| West Springfield | 12,629           | 440            | 440            | 3.5%        |
| West Stockbridge | 645              | 0              | 0              | 0.0%        |
| West Tisbury     | 1,253            | 38             | 23             | 1.8%        |
| Westborough      | 7,304            | 718            | 668            | 9.1%        |
| Westfield        | 16,001           | 1,138          | 1,138          | 7.1%        |
| Westford         | 7,671            | 987            | 575            | 7.5%        |
| Westhampton      | 635              | 10             | 10             | 1.6%        |
| Westminster      | 2,826            | 274            | 87             | 3.1%        |
| Weston           | 3,952            | 252            | 142            | 3.6%        |
| Westport         | 6,417            | 449            | 222            | 3.5%        |
| Westwood         | 5,389            | 611            | 493            | 9.1%        |
| Weymouth         | 23,337           | 1,919          | 1,895          | 8.1%        |
| Whately          | 654              | 2              | 2              | 0.3%        |
| Whitman          | 5,513            | 218            | 218            | 4.0%        |
| Wilbraham        | 5,442            | 254            | 253            | 4.6%        |
| Williamsburg     | 1,165            | 51             | 51             | 4.4%        |
| Williamstown     | 2,805            | 148            | 148            | 5.3%        |
| Wilmington       | 7,788            | 1,048          | 820            | 10.5%       |
| Winchendon       | 4,088            | 345            | 345            | 8.4%        |
| Winchester       | 7,920            | 199            | 152            | 1.9%        |
| Windsor          | 387              | 0              | 0              | 0.0%        |
| Winthrop         | 8,253            | 637            | 637            | 7.7%        |
| Woburn           | 16,237           | 1,318          | 1,150          | 7.1%        |
| Worcester        | 74,383           | 9,983          | 9,971          | 13.4%       |
| Worthington      | 553              | 22             | 22             | 4.0%        |
| Wrentham         | 3,821            | 269            | 165            | 4.3%        |
| Yarmouth         | 12,037           | 625            | 518            | 4.3%        |
| <b>Totals</b>    | <b>2,692,186</b> | <b>282,268</b> | <b>250,863</b> | <b>9.3%</b> |

\*This data is derived from Information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

## **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 \_\_\_\_\_ 20\_\_, 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 Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference is only applicable at initial sale of the units and cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

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 at initial sale of the unit and 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)

## **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**

| <b>Chapter</b> | <b>Category</b>                            | <b>Required</b>  | <b>Proposed</b> | <b>Need Waiver (Y/N)</b> |
|----------------|--|--|-----------------|--------------------------|
| 117-5          | Use – Only one principal structure per lot | 1  | 24              | Y                        |
| 117-20E        | Property Line Radius at Intersection       | 30'  | 0               | Y                        |
| 117-21         | Cul de sac Max. Length                     | 500'   | 845'            | Y                        |
| 117-21         | Width of R.O.W.                            | 50'  | 40'             | Y                        |
| 117-21         | Street Grades                              | 2% min./10% max.   | <2%             | Y                        |
| 117-24         | Open space/recreational area               | discretionary  | N               | Y                        |
| 117-33A        | Drain Pipe Material                        | Concrete   | HDPE            | Y                        |
| 117-34         | Bicycle paths                              | encouraged   | N               | Y                        |
|                |  |  |                 |                          |
| 117-35         | Monuments                                  | At Intersections and points of curvature in the roadway R.O.W. | None            | Y                        |

|        |  |               |   |   |
|--------|--|---------------|---|---|
| 117-41 | Tree plantings   | discretionary | N | Y |
| 117-59 | Nitrogen and/or<br>Phosphorous Loading<br>Calculations | Y             | N | Y |



### 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.*

**MEMORANDUM**

93 Stiles Road, Suite 201, Salem, New Hampshire 03079 USA  
800 Turnpike Street, Suite 300, North Andover, Massachusetts 01845 USA  
Phone (603) 212-9133 and Fax (603) 226-4108  
Email [tepp@teppllc.com](mailto:tepp@teppllc.com) and Web [www.teppllc.com](http://www.teppllc.com)

Ref: 1347  
Subject: Traffic Assessment  
Residential Development  
Newbury, Massachusetts  
From: Kim Eric Hazarvartian, Ph.D., P.E., PTOE  
Principal  
Date: October 20, 2016

**INTRODUCTION**

TTI Environmental, Inc. has retained TEPP LLC to prepare this traffic-assessment memorandum (TAM). This TAM regards a proposed residential development in the Town of Newbury, Massachusetts.

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

**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.

**SIGHT DISTANCES**

This TAM presents sight distances for the following intersections:

- Orchard Street/Pearson Drive
- Pearson Drive/proposed driveway

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)<sup>1</sup>

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<sup>2</sup>

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 1. Sight distances.**

| Intersection and View           | Available Sight Distance (ft) <sup>a</sup> | Speed Limit (mph) | Provides for Speed (mph) |              |
|---------------------------------|--|-------------------|--------------------------|--------------|
|                                 |  |                   | SSD                      | Optional ISD |
| Orchard Street/Pearson Drive    |  |                   |                          |              |
| Orchard Street to/from North    | 700  | 30 to 40          | 50+                      | 50+          |
| Orchard Street to/from South    | 690  | 30 to 40          | 50+                      | 50+          |
| Pearson Drive/Proposed Driveway |  |                   |                          |              |
| Pearson Drive to/from South     | 490  | 30                | 40+                      | 40+          |
| Pearson Drive to/from South     | 265  | 30                | 36+                      | 24           |

<sup>a</sup> With appropriate roadside and vegetation maintenance.

<sup>1</sup> AASHTO, *A Policy on Geometric Design of Highways and Streets*, 6th Edition (Washington, DC, 2011), pages 9-28 to 9-29.

<sup>2</sup> AASHTO, pages 3-2 to 3-6.

## TRIP GENERATION

The Institute of Transportation Engineers (ITE) publishes trip-generation information in the authoritative reference *Trip Generation Manual*.<sup>3</sup> 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.<sup>4</sup>

Table 2 shows calculated vehicle-trip generation for the site as:

| <b>Table 2. Calculated vehicle-trips.</b> |                            |     |     |
|---|----------------------------|-----|-----|
|   | Vehicle-Trips <sup>a</sup> |     |     |
|   | Total                      | In  | Out |
| 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  |

<sup>a</sup> Based on ITE, *Trip Generation Manual*, 9th edition, single-family detached housing, land use 210, 24 dwelling units.

- 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)

<sup>3</sup> ITE, *Trip Generation Manual*, 9<sup>th</sup> edition (Washington DC, 2012).

<sup>4</sup> ITE, *Trip Generation Manual*, pages 295 to 331.

## **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.<sup>5</sup> The calculations show less than 100 peak-hour vehicle-trips, in the busier direction, due to the proposed redevelopment.

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.

## **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

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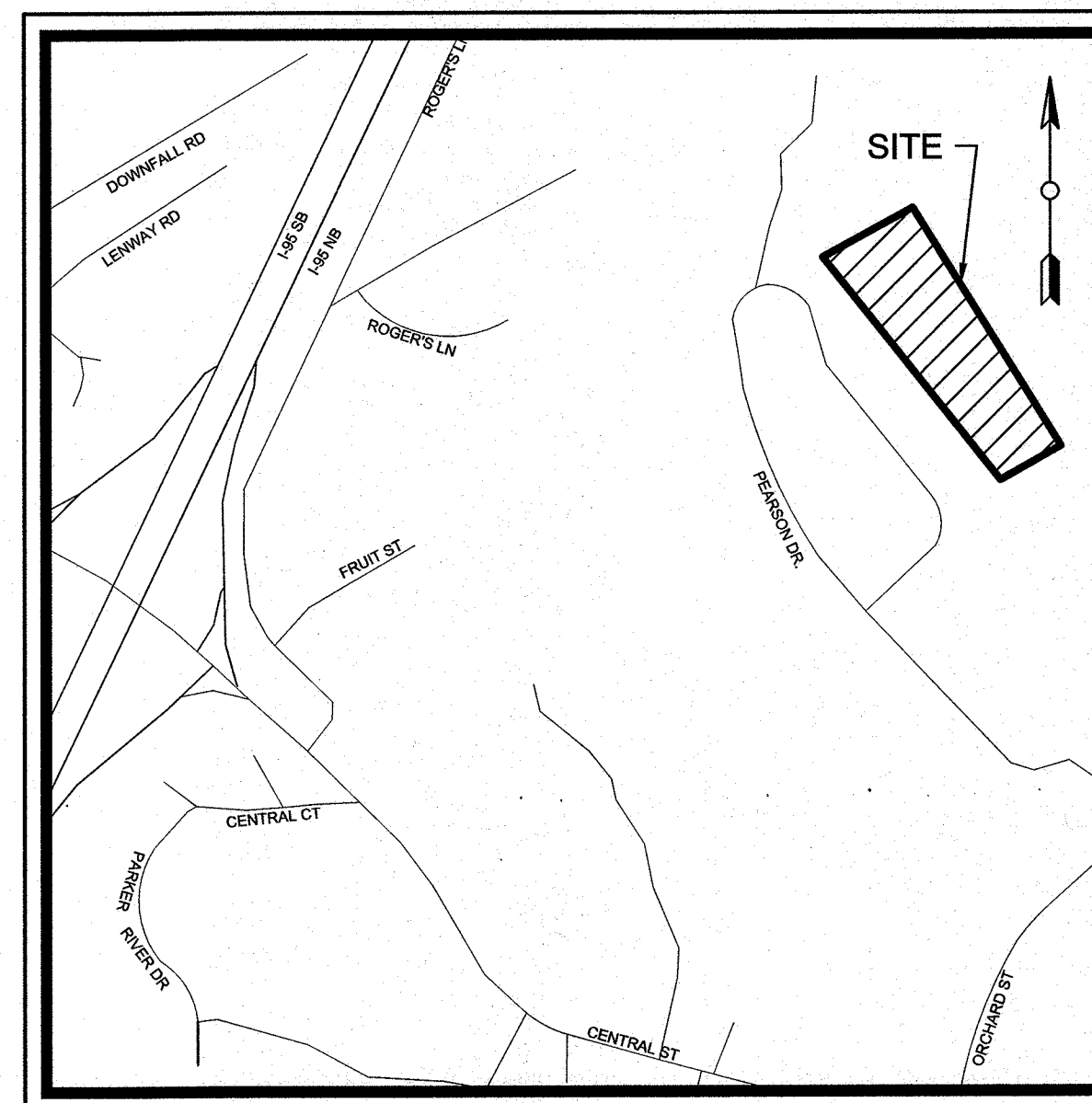
<sup>5</sup> ITE, *Manual of Transportation Engineering Studies* (Prentice Hall: Englewood Cliffs, New Jersey, 2000), page 144.

**BYFIELD, MA**  
**DATE: MARCH 22, 2017**

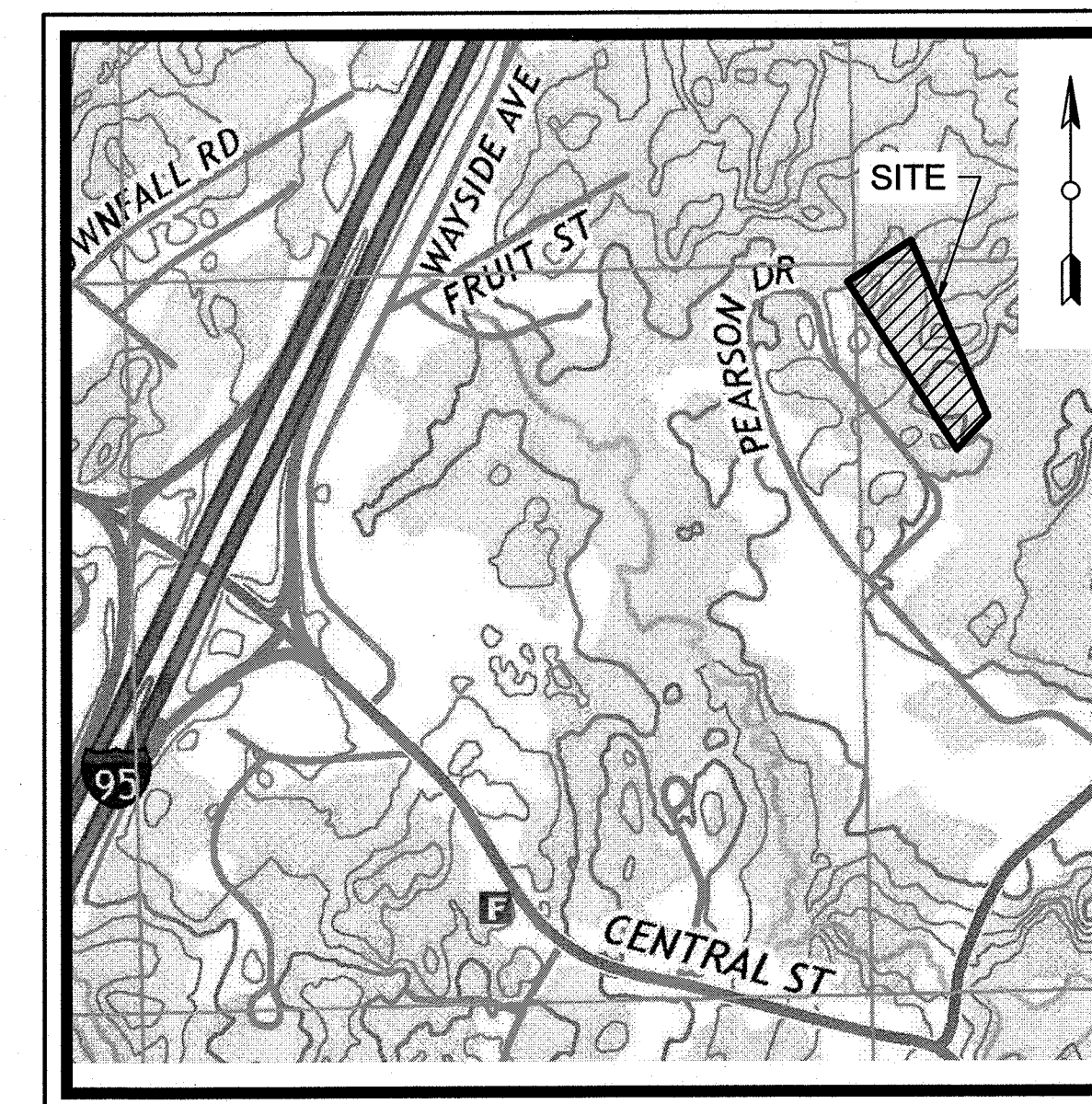
**OWNER/DEVELOPER**

**2 DEARBORN WAY  
MIDDLETON, MA 01949**

| SHEET NO. | DWG NO. | DRAWING TITLE                           |
|-----------|---------|---|
| 1         | CS0001  | COVER SHEET                             |
| 2         | CS0002  | LEGEND, NOTES AND ABBREVIATIONS         |
| 3         | CS0201  | EXISTING CONDITIONS PLAN                |
| 4         | V0801   | ROADWAY LAYOUT AND PROPERTY LINE PLAN   |
| 5         | V0802   | ROADWAY LAYOUT AND PROPERTY LINE PLAN   |
| 6         | CS1001  | LAYOUT AND MATERIALS PLAN               |
| 7         | CS1501  | GRADING AND DRAINAGE PLAN               |
| 8         | CS1701  | UTILITY PLAN                            |
| 9         | CS3501  | ROAD PROFILE                            |
| 10        | CS3502  | ROAD PROFILE                            |
| 11        | CS6001  | SITE DETAILS                            |
| 12        | CS6021  | DRAINAGE DETAILS                        |
| 13        | CS6022  | DRAINAGE DETAILS                        |
| 14        | CS6023  | DRAINAGE DETAILS                        |
| 15        | CS6024  | DRAINAGE DETAILS                        |
| 16        | CS6051  | UTILITY DETAILS                         |
| 17        | CS8001  | EROSION AND SEDIMENTATION CONTROL PLAN  |
| 18        | CS8501  | EROSION AND SEDIMENTATION CONTROL NOTES |



**LOCATION MAP**  
Scale: N.T.S



**USGS MAP**  
Scale: N.T.S.

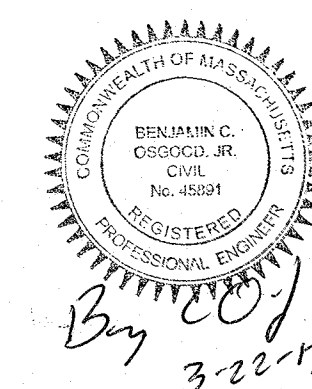
**TTI ENVIRONMENTAL, INC.**

The logo for TTI Environmental, Inc. is an oval shape. At the top, it says "Since 1985". In the center, the letters "TTI" are prominently displayed in a bold, sans-serif font. At the bottom, it says "Environmental, Inc." in a smaller, sans-serif font.

**Engineering Division**  
**13 Branch Street, Suite 111**  
**Methuen, MA 01844**  
**T 978.749.9929**  
**F 978.749.9920**



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**NOT FOR CONSTRUCTION**

**BYFIELD ESTATES**  
BYFIELD (NEWBURY), MA 01922

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

BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01949

[illegible]

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|               |            |
|---------------|------------|
| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | AS NOTED   |
| DRAWN BY      | CPH        |
| APPROVED BY   | BCO        |

CS0001

SHEET 1 OF 18



K:\PROJECTS\TIN\GODWIN ELECTRIC\5-1518\_Planos\Sheet-Byfield Estates\CS0002.dwg PLOTTED: 3/22/2017 2:44 PM BY: Joe Alvarado R:\CSTYLE\TTEB\NCS.dwg PROJECT STATUS: —

ABBREVIATIONS

|        |                                      |
|--------|--------------------------------------|
| ADJ    | ADJUST                               |
| APPROX | APPROXIMATE                          |
| BIT    | BITUMINOUS                           |
| BOS    | BOTTOM OF SLOPE                      |
| CB     | CATCH BASIN                          |
| CCB    | CAPE COD BERM                        |
| CLDI   | CEMENT LINED DUCTILE IRON            |
| C.L.F. | CHAIN LINK FENCE                     |
| CONC   | CONCRETE                             |
| COND   | CONDUIT                              |
| DCB    | DOUBLE CATCH BASIN                   |
| DH     | DRILL HOLE                           |
| DMH    | DRAIN MANHOLE                        |
| DS     | DOWN SPOUT                           |
| ELEV   | ELEVATION                            |
| EOG    | EDGE OF GRASS                        |
| EQ     | EQUAL                                |
| ESHW   | ESTIMATED SEASONAL HIGH GROUND WATER |
| EXIST  | EXISTING                             |
| FDN    | FOUNDATION                           |
| FES    | FLARED END SECTION                   |
| FND    | FOUND                                |
| FP     | FIRE PROTECTION SERVICE              |
| F&G    | FRAME AND GRATE                      |
| F&C    | FRAME AND COVER                      |
| GF     | GARAGE FLOOR                         |
| HDPE   | HIGH DENSITY POLYETHYLENE PIPE       |
| HYD    | HYDRANT                              |
| INV    | INVERT ELEVATION                     |
| IP     | IRON PIPE                            |
| IR     | IRON ROD                             |
| L/A    | LANDSCAPE AREA                       |
| MAX    | MAXIMUM                              |
| MIN    | MINIMUM                              |
| NIC    | NOT IN CONTRACT                      |
| NTS    | NOT TO SCALE                         |
| OCS    | OUTLET CONTROL STRUCTURE             |
| OE     | OVERHEAD ELECTRIC                    |
| OWS    | OIL WATER SEPARATOR                  |
| PC     | POINT OF CURVATURE                   |
| PCC    | POINT OF CURVE-CURVE                 |
| PERF   | PERFORATED                           |
| PRC    | POINT OF REVERSE CURVE-CURVE         |
| PROP   | PROPOSED                             |
| PT     | POINT OF TANGENT                     |
| PVC    | POLYVINYL CHLORIDE PIPE              |
| PWW    | PAVED WATER WAY                      |
| RCP    | REINFORCED CONCRETE PIPE             |
| REM    | REMOVE                               |
| REMOD  | REMODEL                              |
| RET    | RETAIN                               |
| R&D    | REMOVE AND DISPOSE                   |
| R&R    | REMOVE AND RESET                     |
| R&S    | REMOVE AND STACK                     |
| SGC    | SLOPE GRANITE CURB                   |
| SMH    | SEWER MANHOLE                        |
| STR    | STRUCTURE                            |
| SW     | SIDEWALK                             |
| TOS    | TOP OF SLOPE                         |
| TSV&B  | TAPPING SLEEVE, VALVE AND BOX        |
| TYP    | TYPICAL                              |
| UGD    | UNDERGROUND DETENTION SYSTEM         |
| UGU    | UNDERGROUND UTILITY                  |
| VCP    | VITRIFIED CLAY PIPE                  |
| WCR    | WHEEL CHAIR RAMP                     |
| WTF    | WATER TANK FEED                      |
| WQU    | WATER QUALITY UNIT                   |

GENERAL NOTES:

- EXISTING CONDITIONS INFORMATION
  - BASE PLAN:
    - THE LOCUS IS SHOWN ON TOWN OF NEWBURY ASSESSOR'S MAP R-20 LOT 75, LOCATED IN ZONING DISTRICT AGRICULTURAL-RESIDENTIAL (R-AG) AND IS KNOWN AS 55 PEARSON DRIVE (BYFIELD) NEWBURY, MA 01922.
    - TOPOGRAPHY SHOWN ON THIS PLAN IS A RESULT OF A FIELD SURVEY PERFORMED BY TTI ENVIRONMENTAL, INC. DURING DECEMBER 2015.
    - DEED REFERENCE: BOOK 34428 PAGE 106, ESSEX COUNTY REGISTRY OF DEEDS.
    - WETLANDS DELINEATION BY RIMMER ENVIRONMENTAL INC. IN DECEMBER 2015.
    - TEST PITS PERFORMED BY TTI ENVIRONMENTAL IN NOVEMBER 2015.
  - REFERENCES
    - PLAN BOOK 152, PLAN 63, "DEFINITIVE PLAN, HIGHFIELDS NEWBURY, MASSACHUSETTS, PREPARED BY PORT ENGINEERING ASSOCIATES, INC. DATED:AUG. 1978, SCALE: 1"=100'.
    - PLAN BOOK 396, PLAN 5, "APPROVAL NOT REQUIRED PLAN, PIKE DEVELOPMENT LLC, ORCHARD STREET NEWBURY, MASSACHUSETTS, PREPARED BY CAMMETT ENGINEERING, DATED:11-06-05, SCALE: 1"=40'.
  - UTILITIES:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.

THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR IS TO CONTACT "DIG SAFE" AT 1-888-344-7233, 72 HOURS PRIOR TO ANY EXCAVATION PERFORMED ON SITE.
- MATERIALS
  - CURBING:

ON SITE:  
ALL CURBING ON SITE SHALL BE SLOPED GRANITE CURB (SGC) WITH A 6 INCH VERTICAL REVEAL, OR CAPE COD BERM (CCB) WITH A 6 INCH VERTICAL REVEAL, UNLESS OTHERWISE NOTED.
  - BITUMINOUS CONCRETE PAVEMENT:

ROADWAYS:  
SURFACE COURSE: 1-1/2 INCH BITUMINOUS WEARING COURSE  
BINDER COURSE: 2-1/2 INCHES BITUMINOUS BINDER COURSE  
GRAVEL BASE COURSE: 6 INCHES SELECT COMPACTED DENSE GRADES CRUSHED STONE FOR SUBBASE M2.017  
GRAVEL BASE COURSE: 6 INCHES SELECT COMPACTED SUBBASE M1.030 TYPE C

PARKING AREAS & RESIDENTIAL DRIVEWAYS:  
SURFACE COURSE: 1 INCH BITUMINOUS WEARING COURSE  
BINDER COURSE: 2 INCHES BITUMINOUS BINDER COURSE  
GRAVEL BASE COURSE: 8 INCHES SELECT COMPACTED GRANULAR FILL
  - BITUMINOUS CONCRETE SIDEWALK:  
SURFACE COURSE: 1 INCH BITUMINOUS WEARING COURSE  
BINDER COURSE: 1-1/2 INCHES BITUMINOUS BINDER COURSE  
GRAVEL BASE COURSE: 8 INCHES SELECT COMPACTED GRANULAR FILL
  - LANDSCAPE AREAS:

ALL DISTURBED AREAS NOT COVERED BY STRUCTURES OR PAVEMENT AND NOT OTHERWISE SPECIFIED ON THE LANDSCAPE PLAN SHALL RECEIVE 6 INCHES OF TOPSOIL. THESE AREAS ARE TO BE SEEDED AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED OR MULCHED AS DIRECTED BY THE ARCHITECT.
  - DISTURBED AREAS:

AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
  - LAYOUT DIMENSIONS:

LAYOUT DIMENSIONS ARE FROM FACE OF BUILDINGS, RETAINING WALLS, CURBS OR BERMS.
  - TRAFFIC CONTROLS:

ALL SITE SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
  - ADA CONFORMANCE:

ALL HANDICAPPED ACCESSIBLE RAMPS AND SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (WHICHEVER IS MORE RESTRICTIVE).
- UTILITIES
  - EXISTING UTILITIES:

THE LOCATION AND ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON THE SURVEY NOTED ABOVE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND PRIOR TO ORDERING STRUCTURES.
  - PRIVATE UTILITIES:

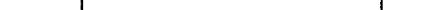
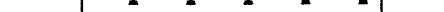
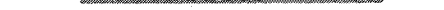
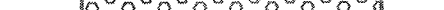
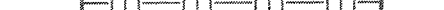
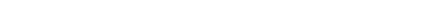
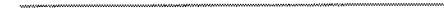
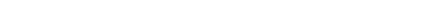
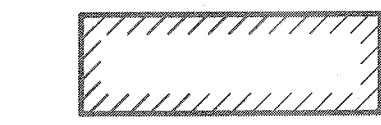
THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE OR ELECTRIC). FINAL DESIGN AND LOCATIONS AT THE BUILDING WILL BE PROVIDED BY THE ARCHITECT. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE UTILITY CONNECTIONS WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO ANY UTILITY CONSTRUCTION OR DEMOLITION.
  - EXTERIOR LIGHTING:

ON-SITE LIGHTING SHALL BE LOCATED AS SHOWN ON THE UTILITY AND LIGHTING PLANS AND CONFORM TO THE PROVIDED DETAILS.
  - STORM DRAINAGE:

STORM DRAIN PIPING SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE) WITH CORRUGATED EXTERIOR, SMOOTH LINED WITH LOCK TIGHT JOINTS UNLESS OTHERWISE NOTED ON THE GRADING & DRAINAGE PLAN.
  - PROPOSED STRUCTURES:

RIM ELEVATIONS OF PROPOSED DRAINAGE MANHOLES AND ASSOCIATED STRUCTURES ARE APPROXIMATE. FINAL ELEVATIONS. ARE TO BE SET FLUSH AND CONSISTENT WITH THE GRADING PLAN. ADJUST ALL OTHER RIM ELEVATIONS OF MANHOLES, WATER GATES, GAS GATES AND OTHER UTILITIES TO FINISH GRADE WITHIN LIMITS OF WORK.
  - GENERAL CONSTRUCTION REQUIREMENTS:
    - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
    - ALL NECESSARY INSPECTIONS AND/OR CERTIFICATION REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.

EXISTING



LEGEND

BUILDING

PROPERTY LINE

EXCLUSIVE USE AREA

ADJACENT PROPERTY LINE

SETBACK LINE

RIGHT-OF-WAY LINE

RIGHT-OF-WAY EASEMENT

ROADWAY CENTERLINE

WETLAND LINE

STONE WALL

FENCE

EDGE OF PAVEMENT

SLOPED GRANITE CURB

SIDEWALK

OUTCROP/ROCKS

RETAINING /BOULDER WALL

GRAVEL

WETLAND AREA

BIT. CONC. PAVEMENT

BIT. CONC. SIDEWALK

BIT. CONC. DRIVEWAY

SPOT ELEVATION

LIGHT

SIGN

TEST PIT LOCATION

PERCOLATION LOCATION

CONTOUR

WATER LINE DOMESTIC

SANITARY SEWER

STORM SEWER

GAS LINE

UNDERGROUND ELECTRIC

OVERHEAD ELECTRIC

SANITARY MANHOLE

STORM DRAIN MANHOLE

STORM DRAIN INLET

STORM DRAIN FLARED END SECTION

CONFIFEROUS TREE

DECIDUOUS TREE

TREE LINE

FIRE HYDRANT

WATER VALVE

CONSTRUCTION ENTRANCE

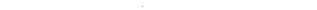
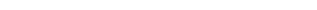
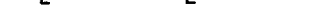
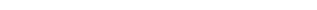
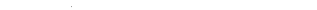
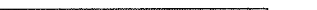
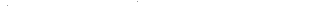
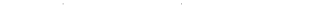
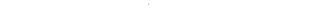
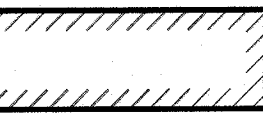
SILT SACK

SILT FENCE/SILT SOCK

HAYBALES

WETLAND FLAG

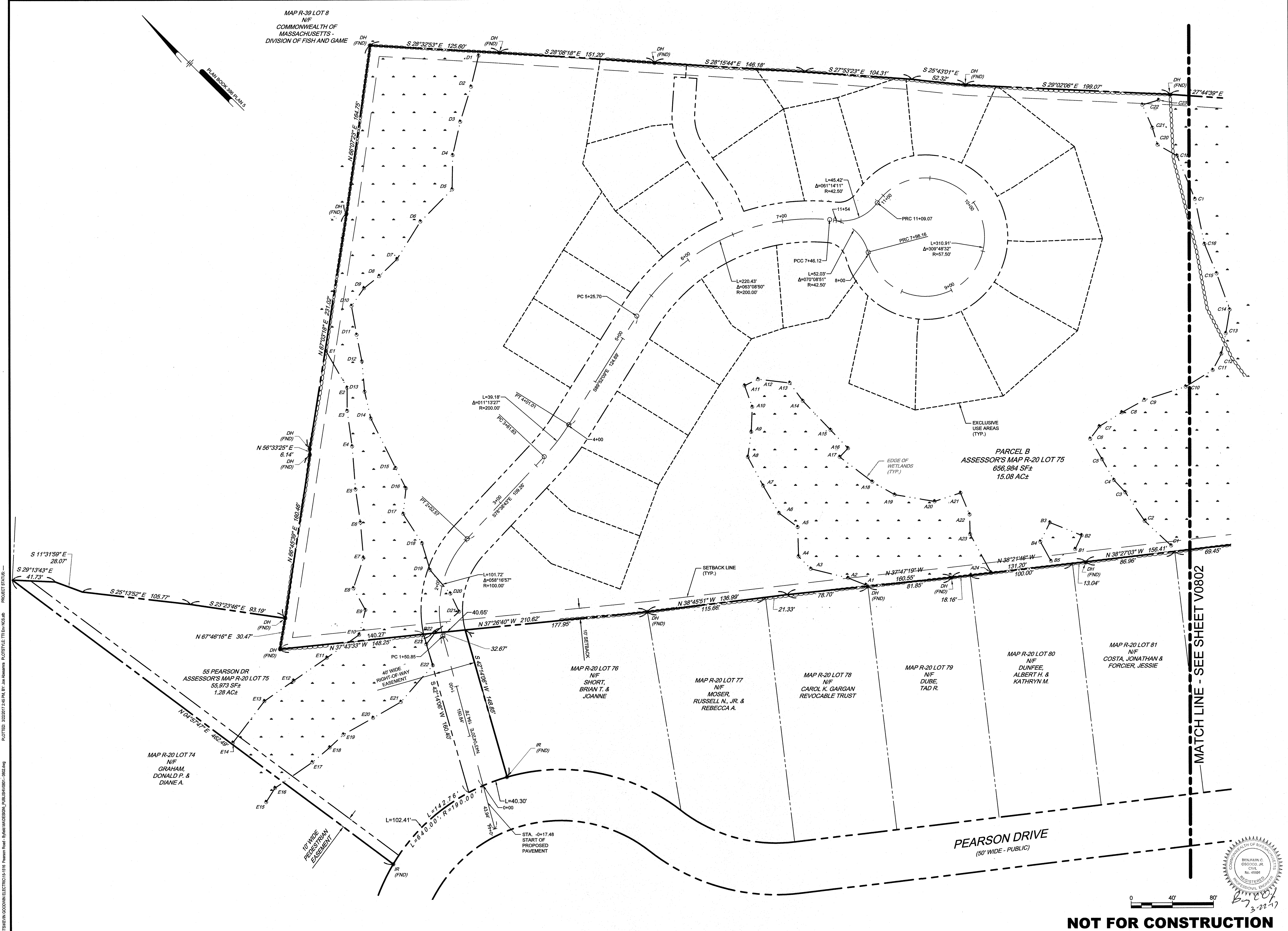
PROPOSED











Since 1985

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

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

ROADWAY LAYOUT AND PROPERTY LINE PLAN

BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01860

| NO. | DATE | REVISIONS | BY |
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PROJECT

DATE

DRAWING SCALE

DRAWN BY

APPROVED BY

15-1516

2017-03-22

1"=40'

CPH

BCO

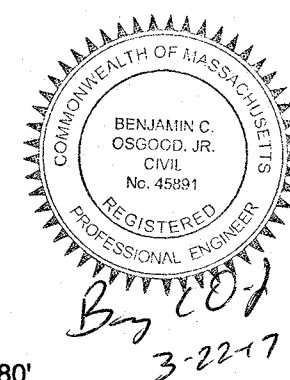
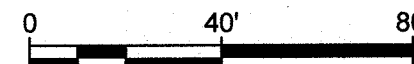
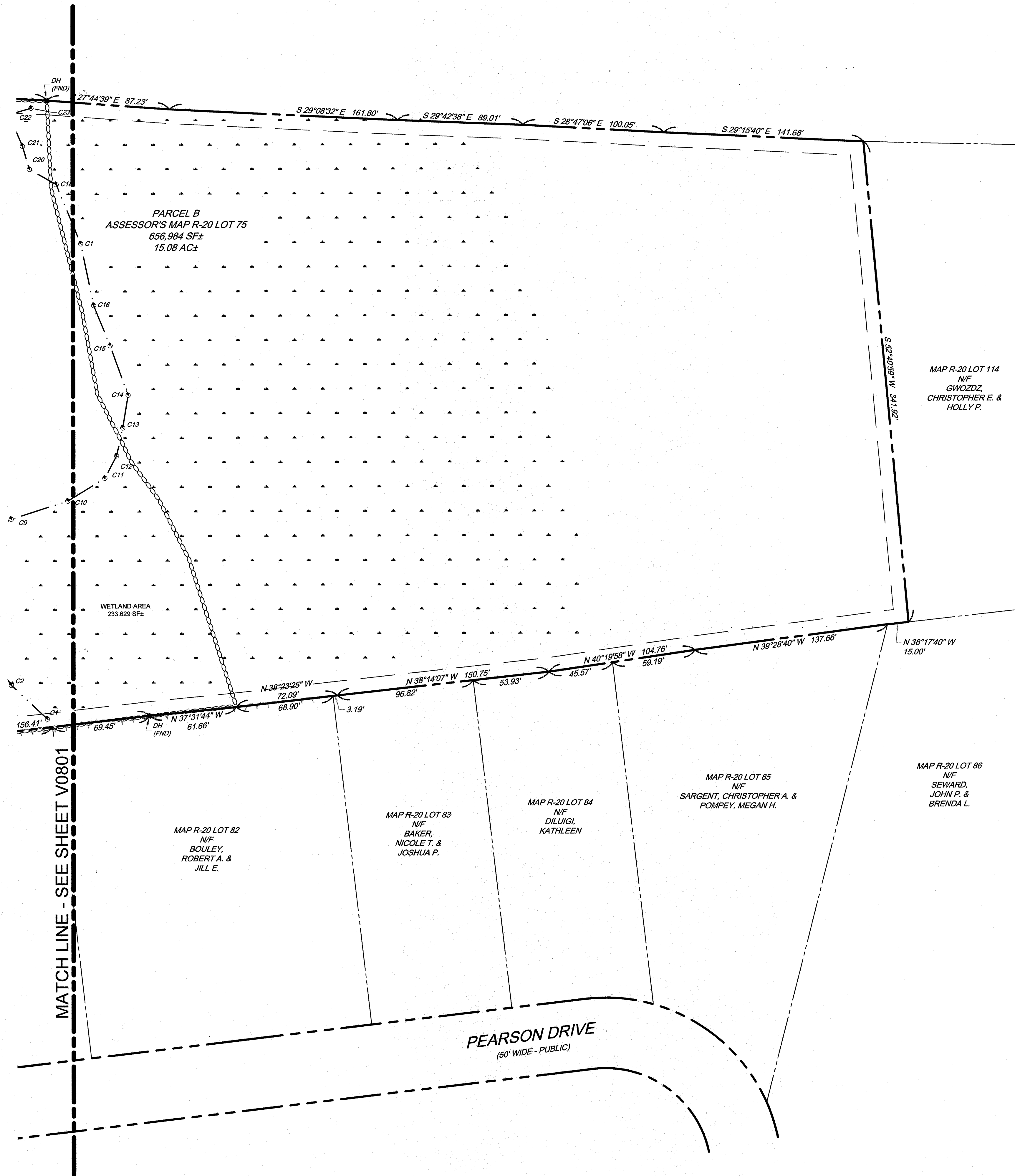
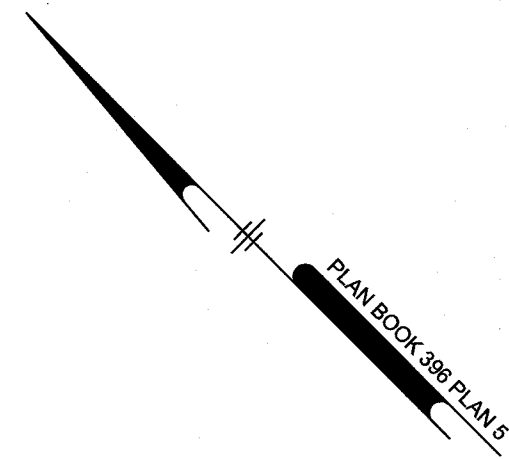
Benjamin C. Descood, Jr.  
Civil  
No. 45901  
Professional Engineer

3-22-17

V0801

SHEET 4 OF 18

K:\PROJECTS\NEW IN CONSTRUCTION\ELECTRIC\15-1516 Pearson Road - Byfield Estates.dwg 3/22/17 2:45 PM BY: JIM MARRAS PLOT STYLE: TTE.dwg V0802.dwg PLOTTED: 3/22/2017 2:45 PM BY: JIM MARRAS PLOT STYLE: TTE.dwg V0802.dwg PROJECT STATUS: —



NOT FOR CONSTRUCTION

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

ROADWAY LAYOUT AND PROPERTY LINE PLAN

BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01860

| NO. | DATE | REVISIONS | BY |
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|               |            |
|---------------|------------|
| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | 1"=40'     |
| DRAWN BY      | CPH        |
| APPROVED BY   | BCO        |

V0802

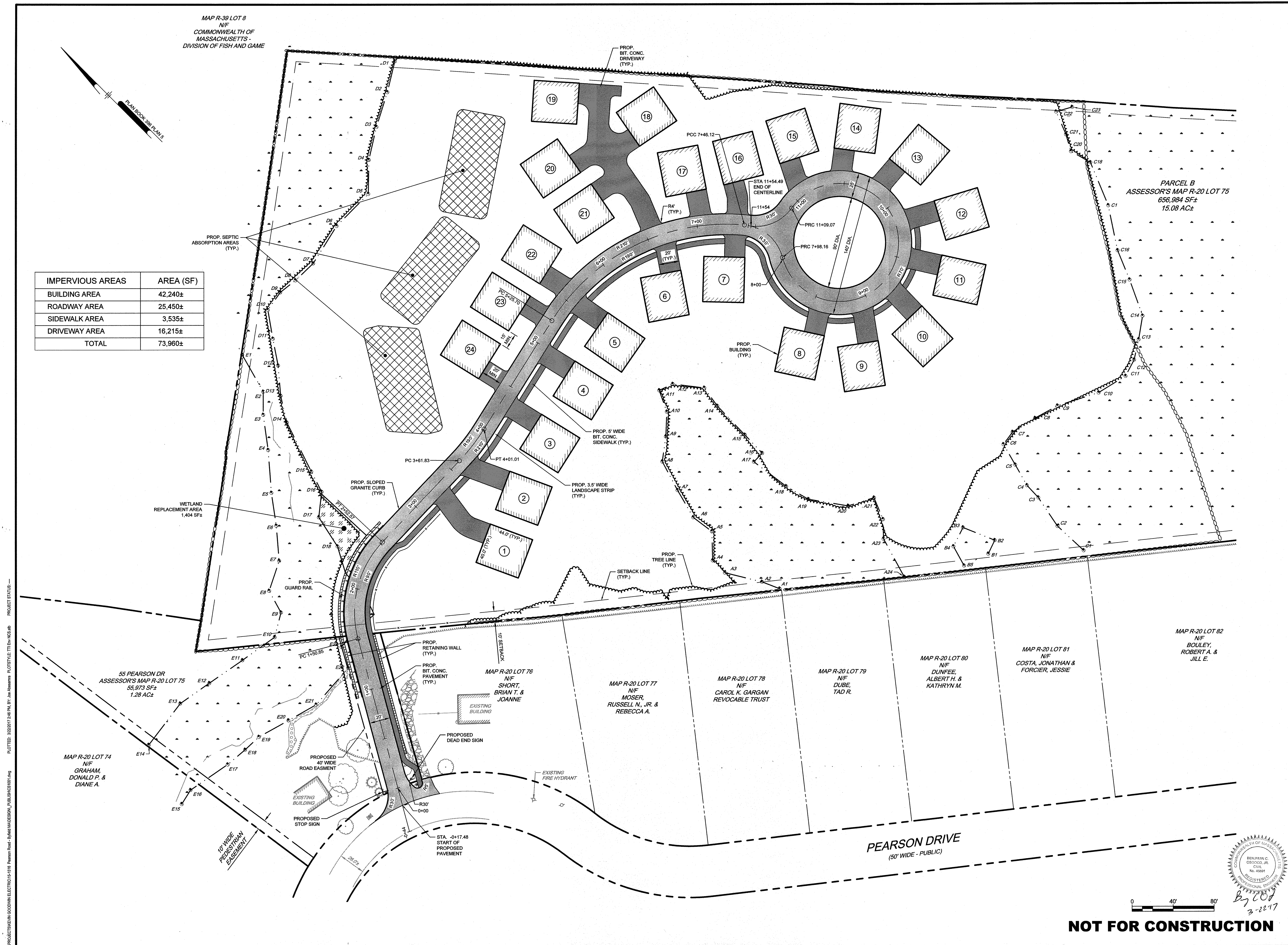
SHEET 5 OF 18



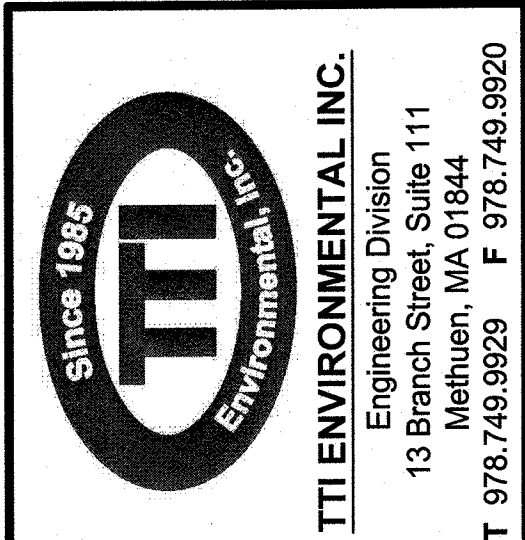
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| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | 1"=40'     |
| DRAWN BY      | JRA        |
| APPROVED BY   | BCO        |

**CS1001**  
SHEET 6 OF 18





[illegible]

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

**CS1501**

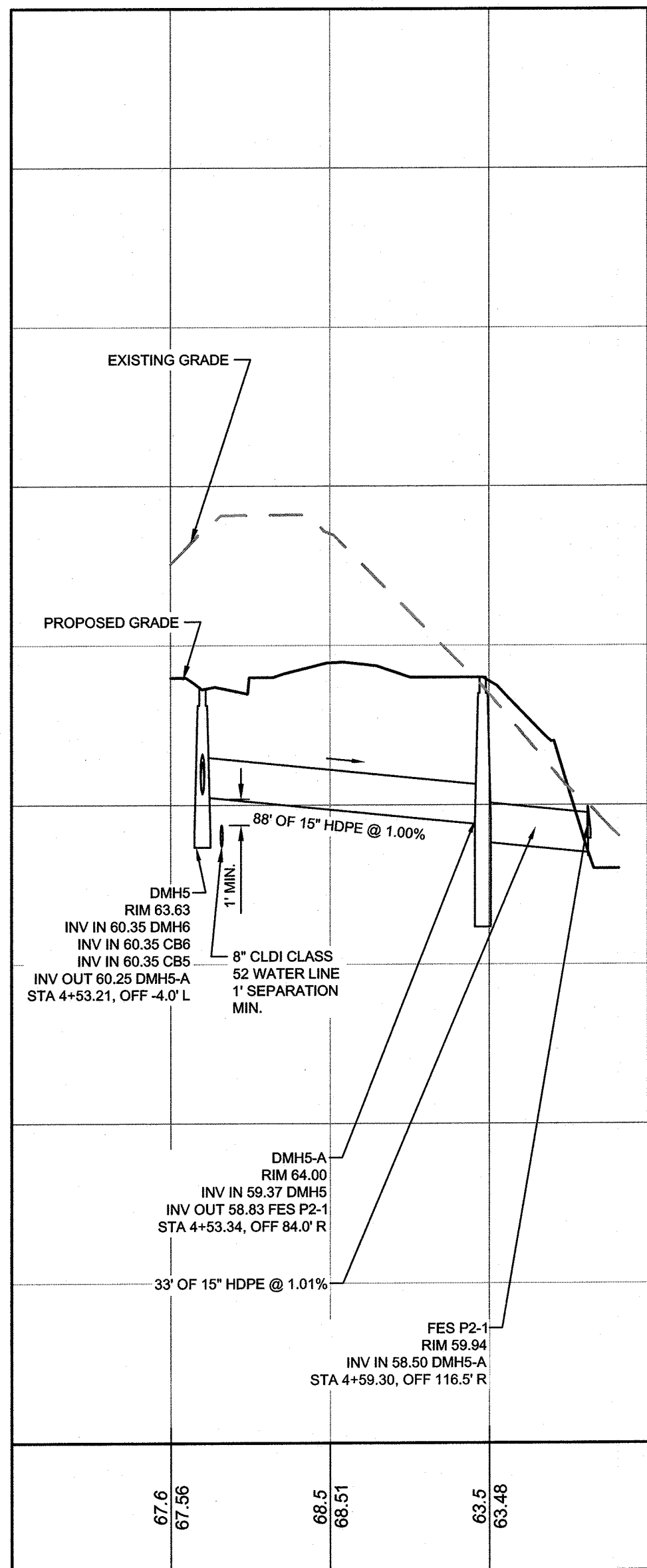
SHEET 7 OF 18



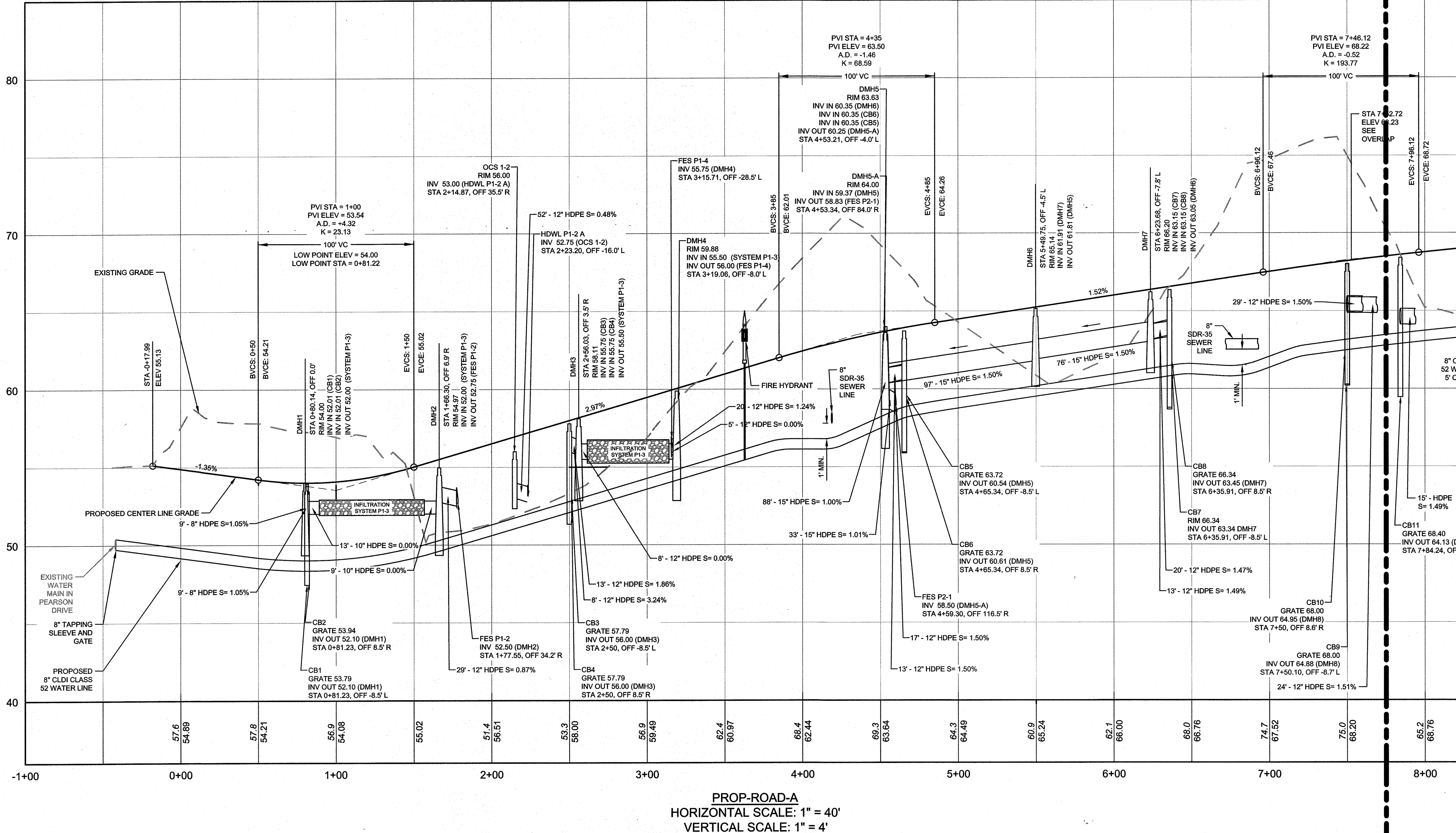




PROJECT STATUS: — PLOTTED: 3/22/2017 2:58 PM BY: Joe Newman PLOT STYLE: TTI Env ACS.dwg



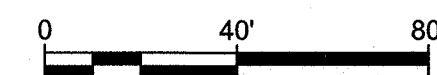
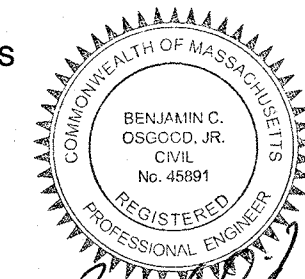
CROSS COUNTRY DMH5 TO FES P2-1  
HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 4'



PROP-ROAD-A  
HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 4'

NOTES:

SEE SEPTIC SYSTEM DESIGN PLANS SHEETS CS4501-CS4507.  
PLANS TO BE SUBMITTED TO THE BOARD OF HEALTH FOR DETAILS  
AND PROFILES FOR PROPOSED SEPTIC SYSTEMS.



NOT FOR CONSTRUCTION

MATCH LINE - SEE SHEET CS3502

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

ROAD PROFILE

BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01860

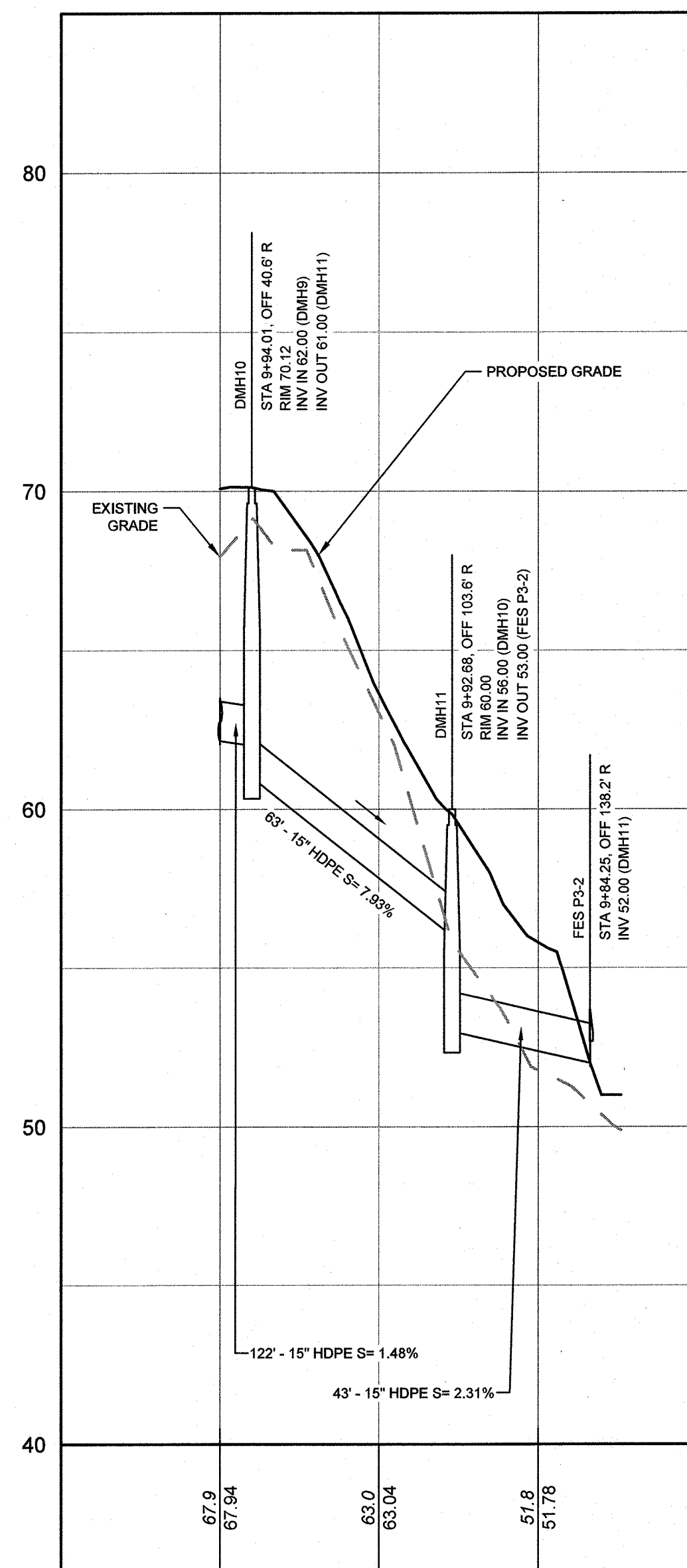
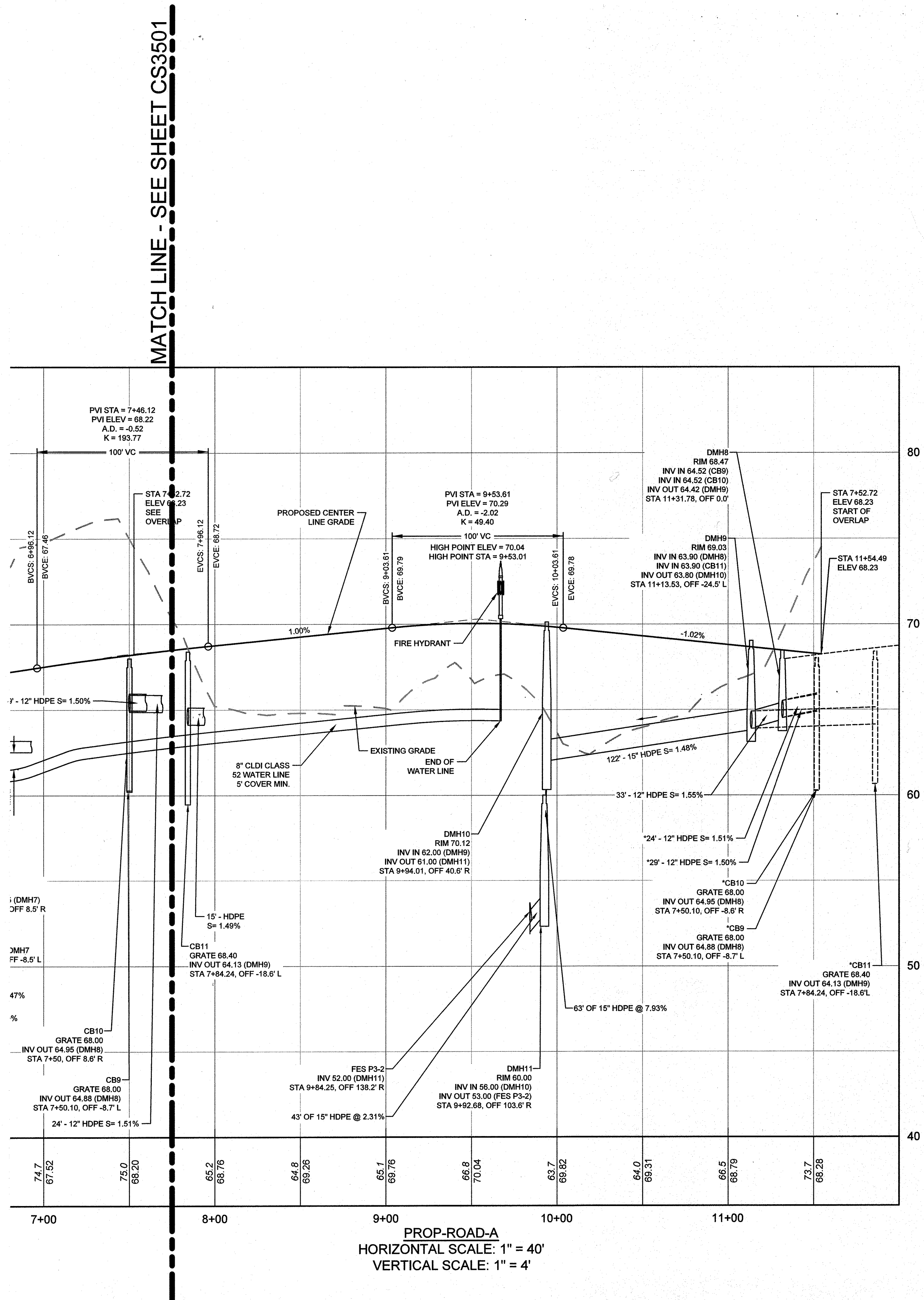
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FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES  
ARISING OUT OF OR RESULTING THEREFROM.

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

**CS3501**  
SHEET 9 OF 18

Since 1985  
**TTI ENVIRONMENTAL INC.**  
Environmental  
Engineering Division  
13 Branch Street, Suite 111  
Methuen, MA 01844  
T 978.749.9929 F 978.749.9920

K:\PROJECTS\NEW\GOODMAN ELECTRIC\1-16\Drawings\Road\Byfield Estates\CS3501 - 302.dwg PLOTTED: 3/20/2017 2:47 PM BY: Joe Anderson PLOT STYLE: TTEP.ctb PROJECT STATUS: —

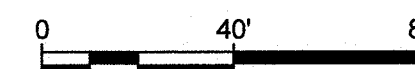


CROSS COUNTRY DMH10 TO FES P3-2  
HORIZONTAL SCALE: 1" = 40'  
VERTICAL SCALE: 1" = 4'

#### NOTES:

SEE SEPTIC SYSTEM DESIGN PLANS SHEETS CS4501-CS4507.  
PLANS TO BE SUBMITTED TO THE BOARD OF HEALTH FOR DETAILS  
AND PROFILES FOR PROPOSED SEPTIC SYSTEMS.

\* DASHED OVERLAPPED FINISHED GRADE, DASHED STRUCTURES,  
AND DASHED PIPES ARE REDUNDANT TO CLARIFY CONNECTIONS  
AND ORIENTATION.



**NOT FOR CONSTRUCTION**

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

ROAD PROFILE

BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01860

Since 1985  
**TTI ENVIRONMENTAL INC.**  
Engineering Division  
13 Branch Street, Suite 111  
Methuen, MA 01844  
T 978.749.9929 F 978.749.9920

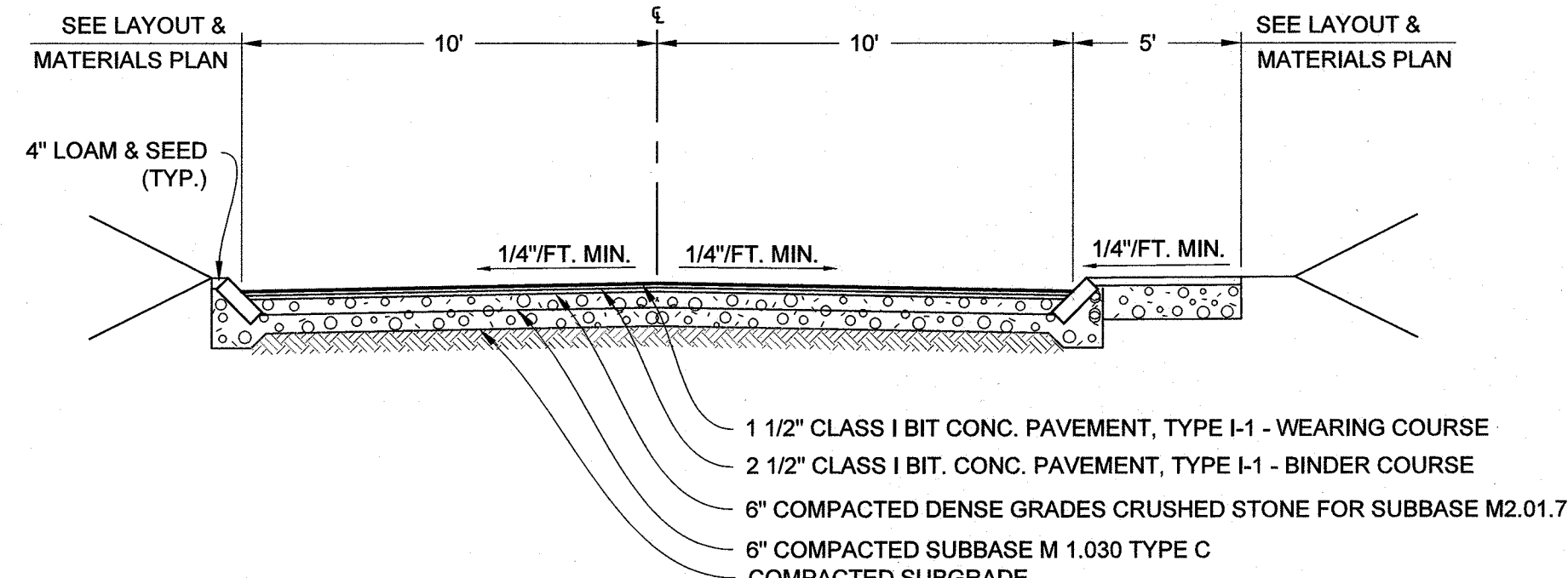
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FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES  
ARISING OUT OF OR RESULTING THEREFROM.

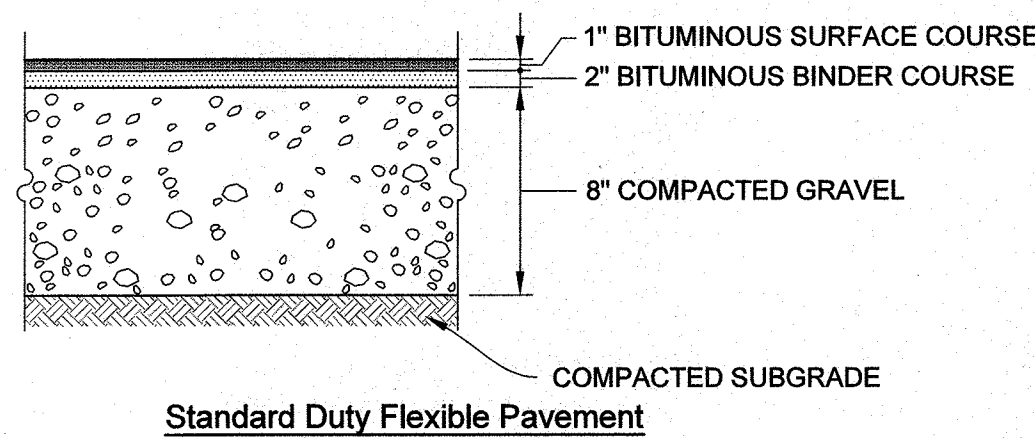
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| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | 1"=40'     |
| DRAWN BY      | JRA        |
| APPROVED BY   | BCO        |

**CS3502**  
SHEET 10 OF 18

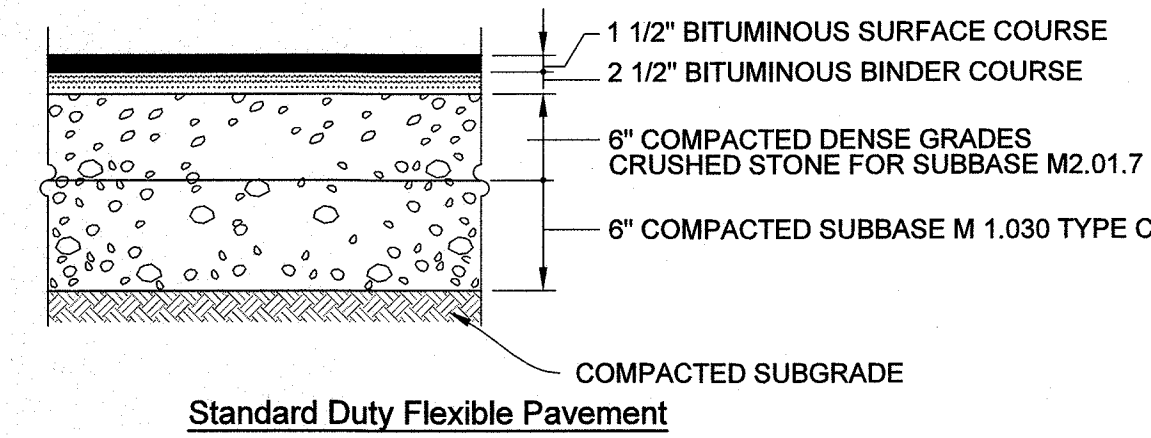




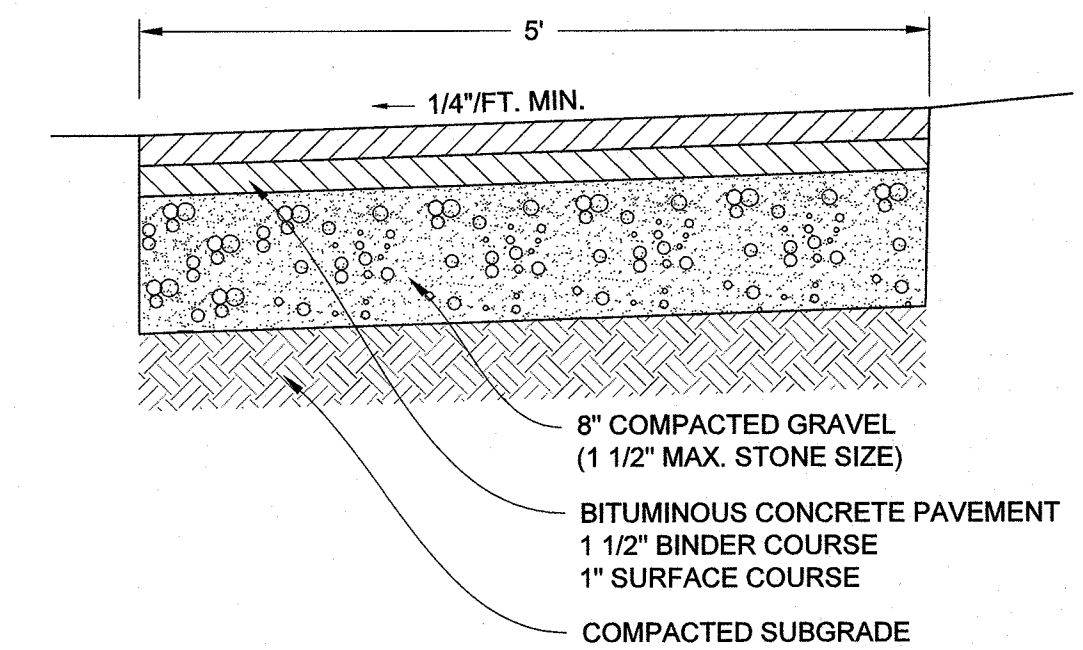
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NOT TO SCALE



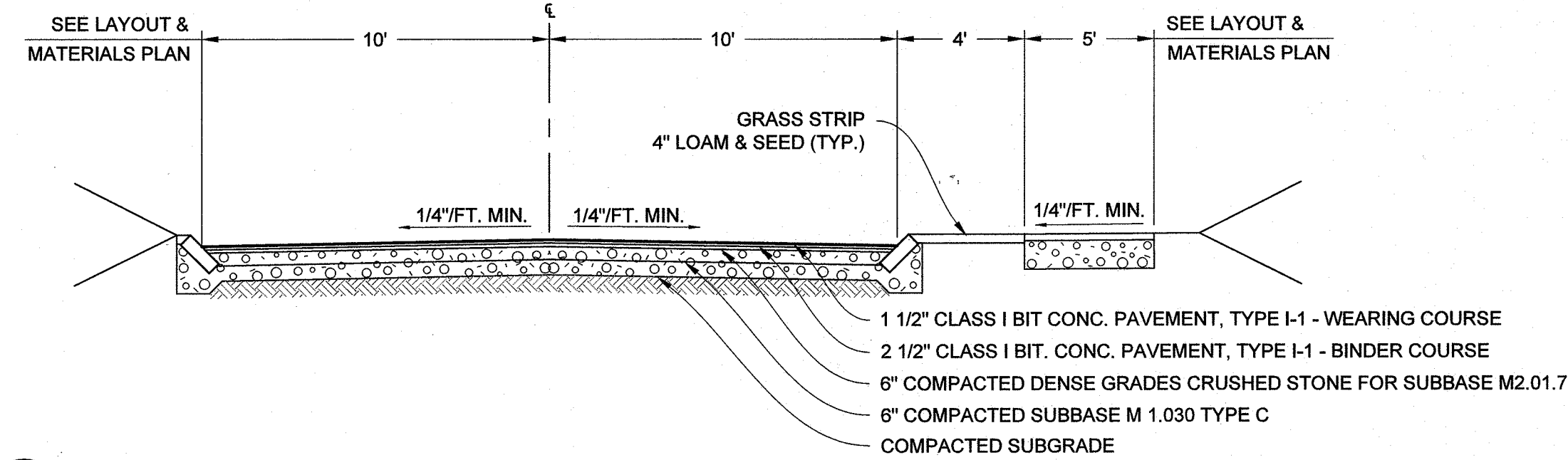
2 BIT. CONC. PAVEMENT SECTIONS  
NOT TO SCALE



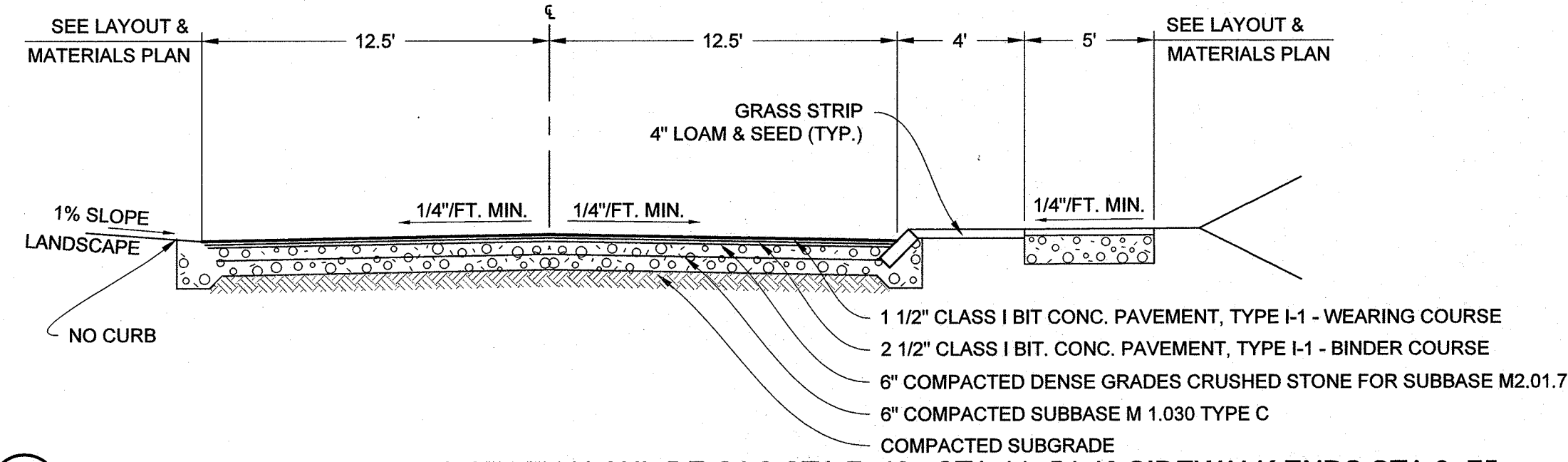
3 BIT. CONC. PAVE. SECTIONS - ROADWAY  
NOT TO SCALE



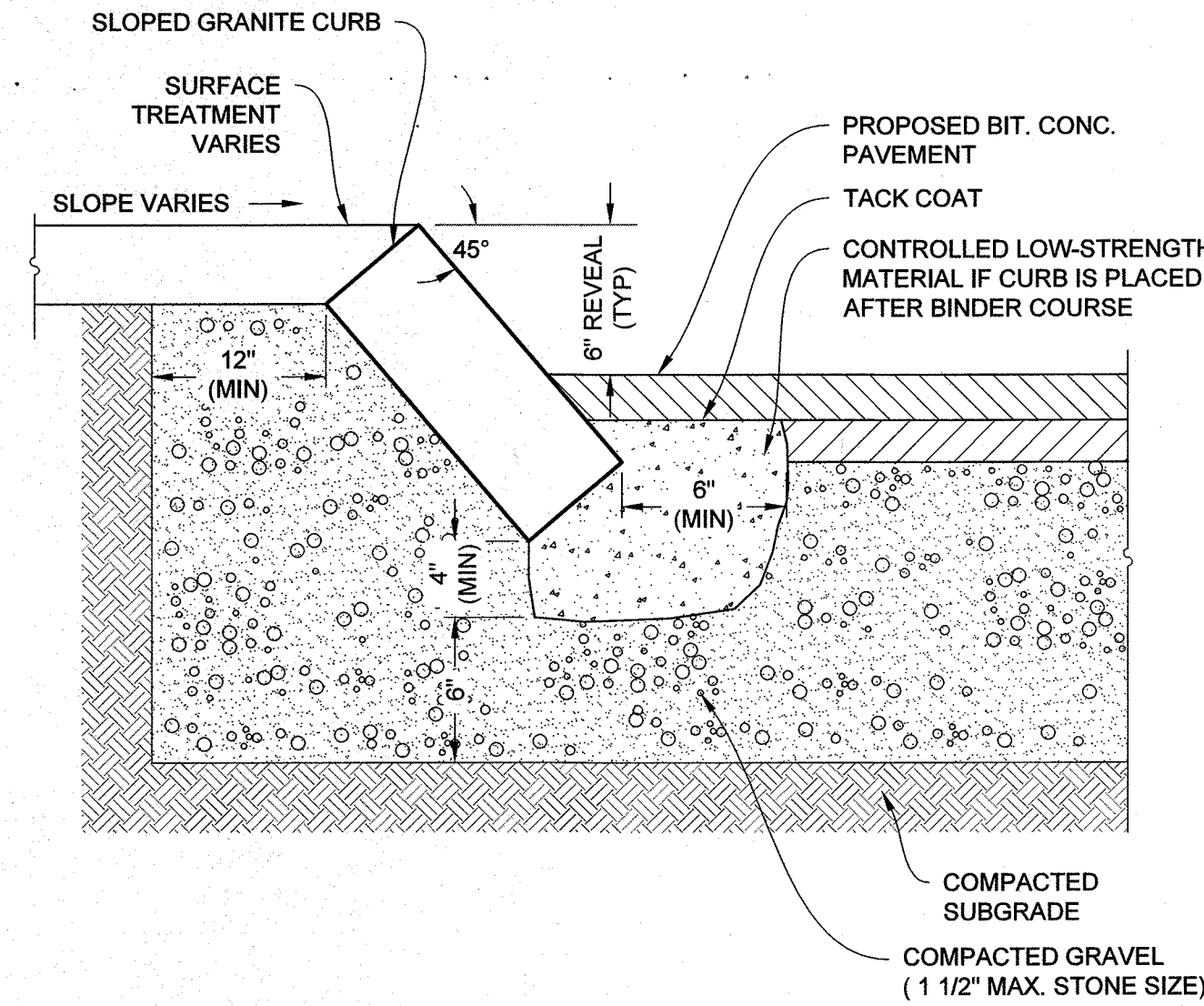
4 TYPICAL SIDEWALK SECTION  
NOT TO SCALE



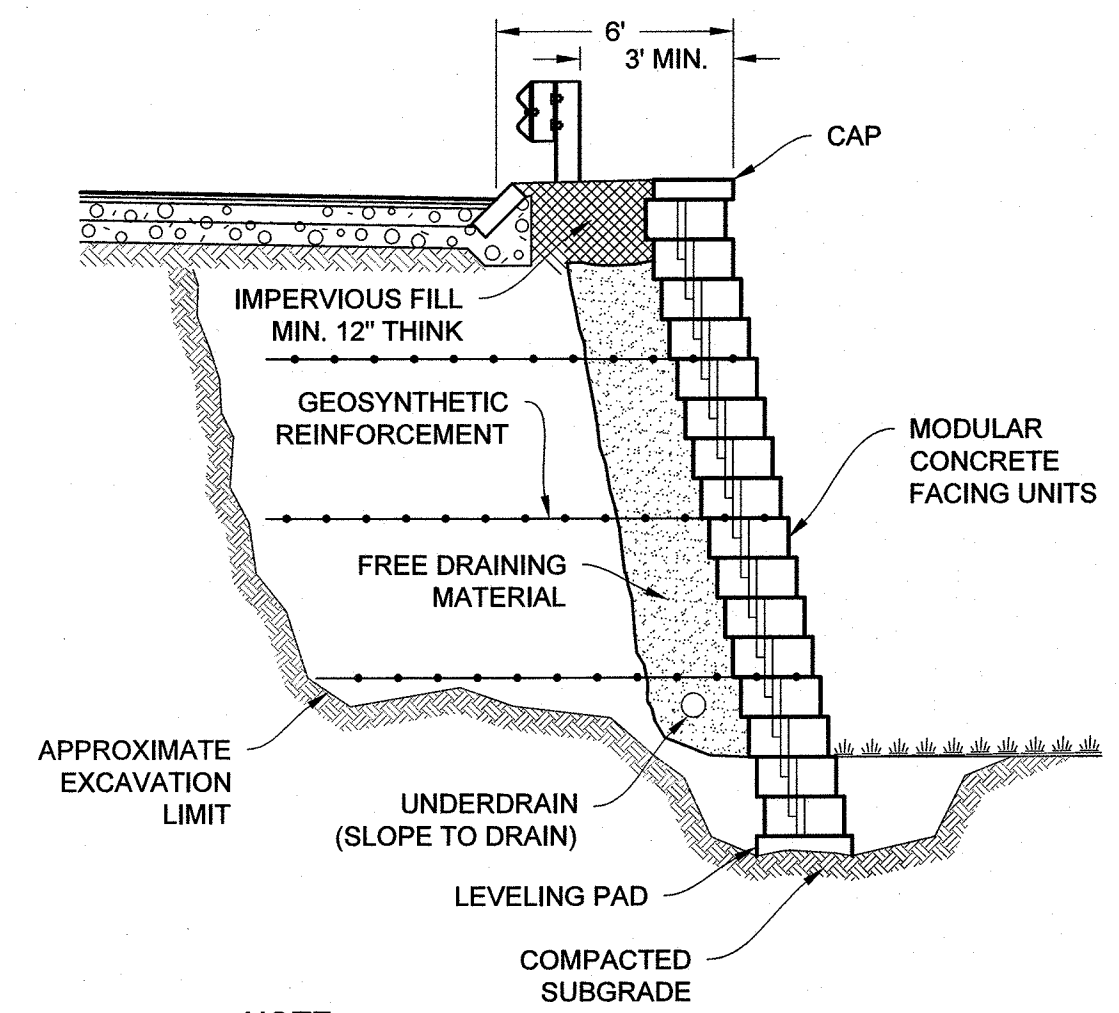
5 TYPICAL ROADWAY CROSS SECTION W/ GRASS STRIP STA 2+60 - STA 7+46  
NOT TO SCALE



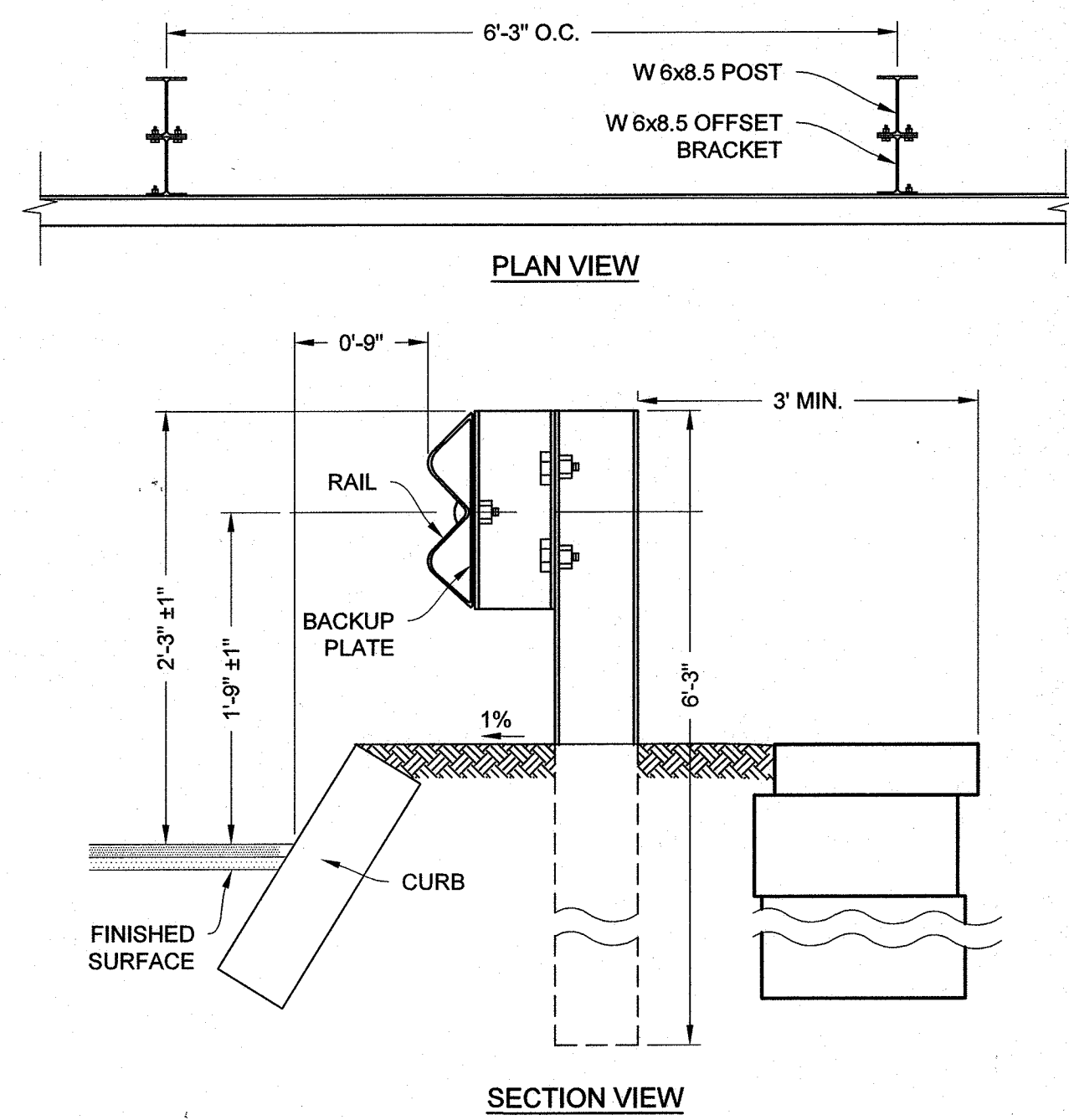
8 TYPICAL ROADWAY CROSS SECTION CUL-DE-SAC STA 7+46 - STA 11+54.49 SIDEWALK ENDS STA 9+75  
NOT TO SCALE



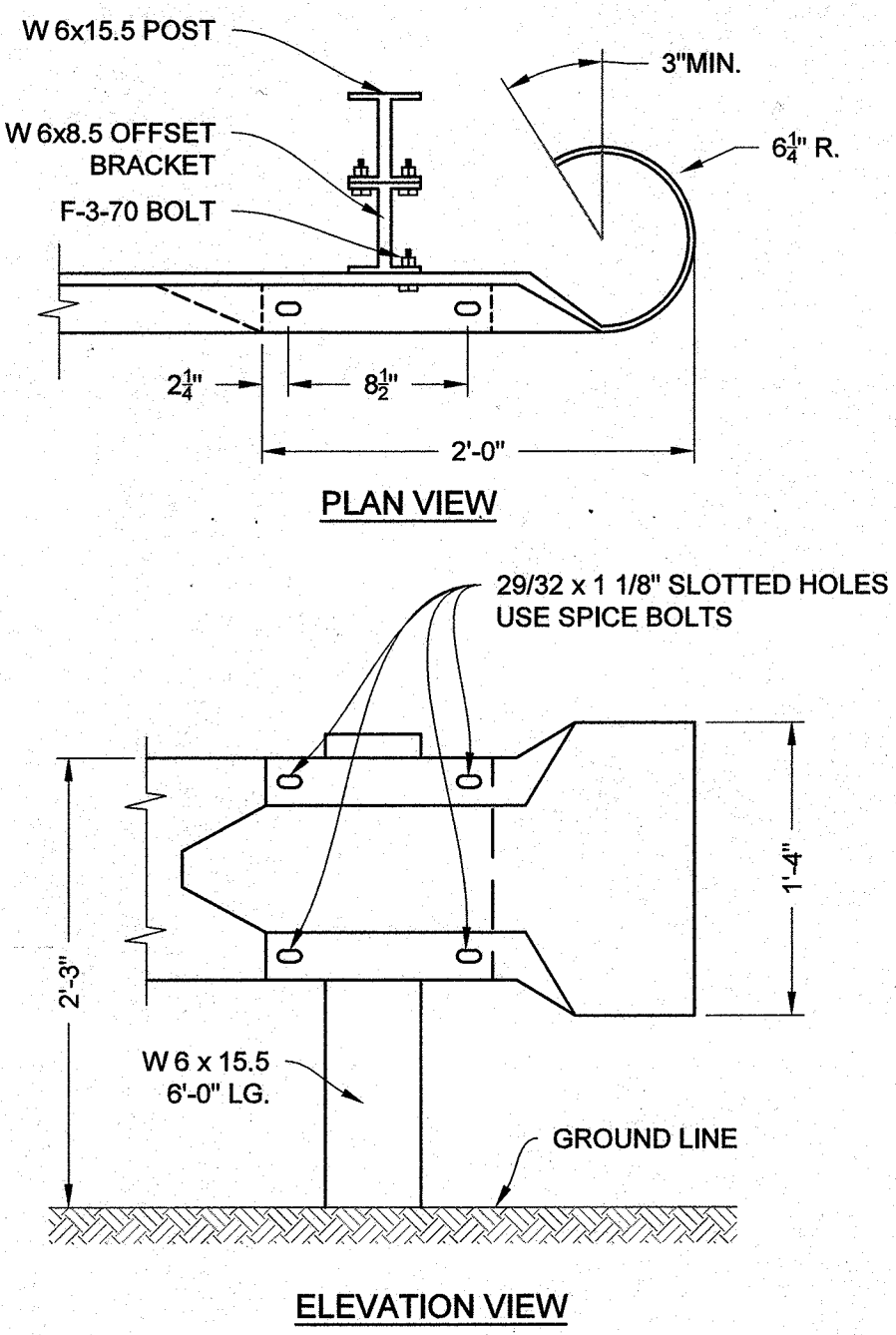
6 SLOPED GRANITE CURB (SGC)  
NOT TO SCALE



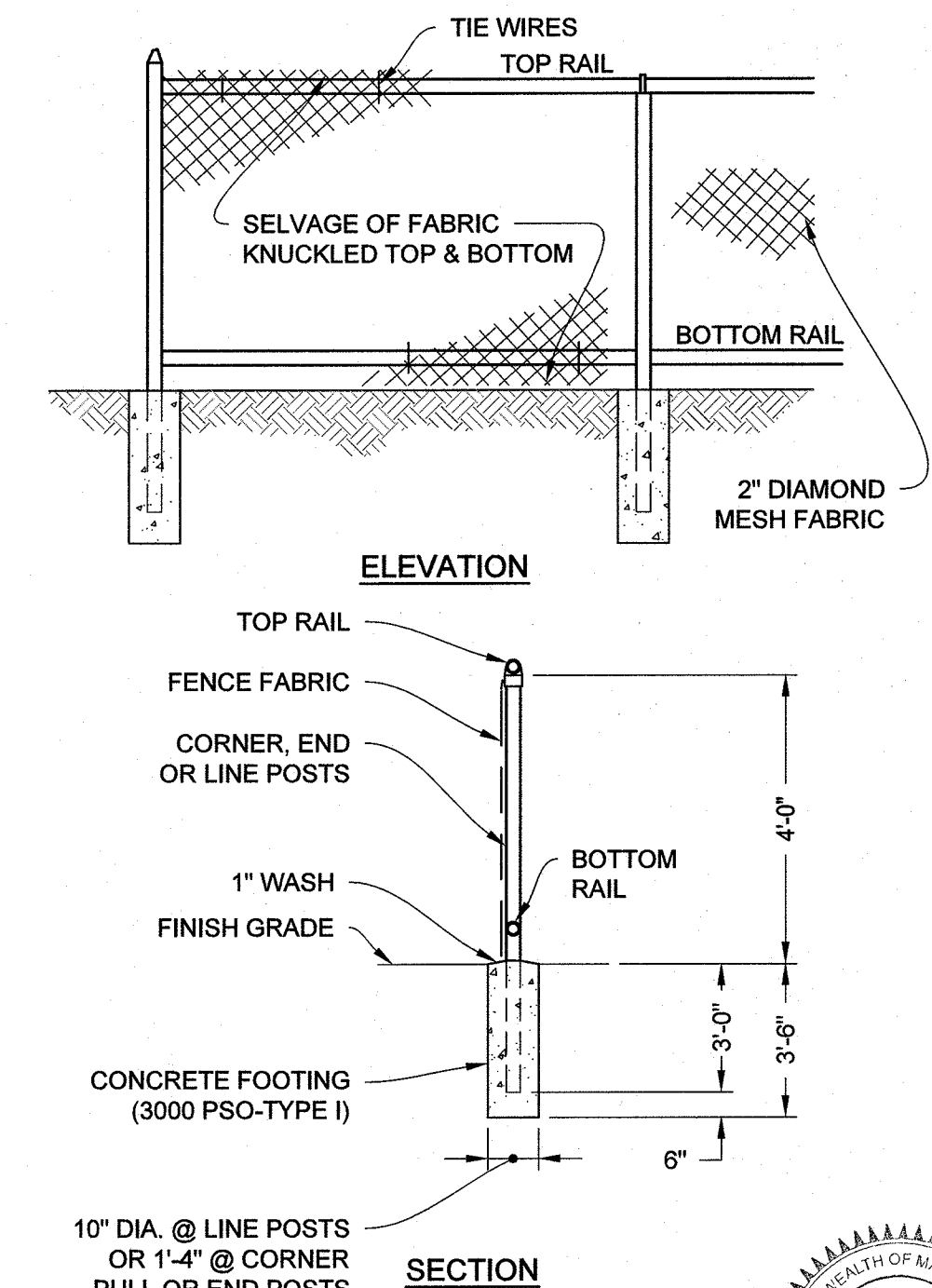
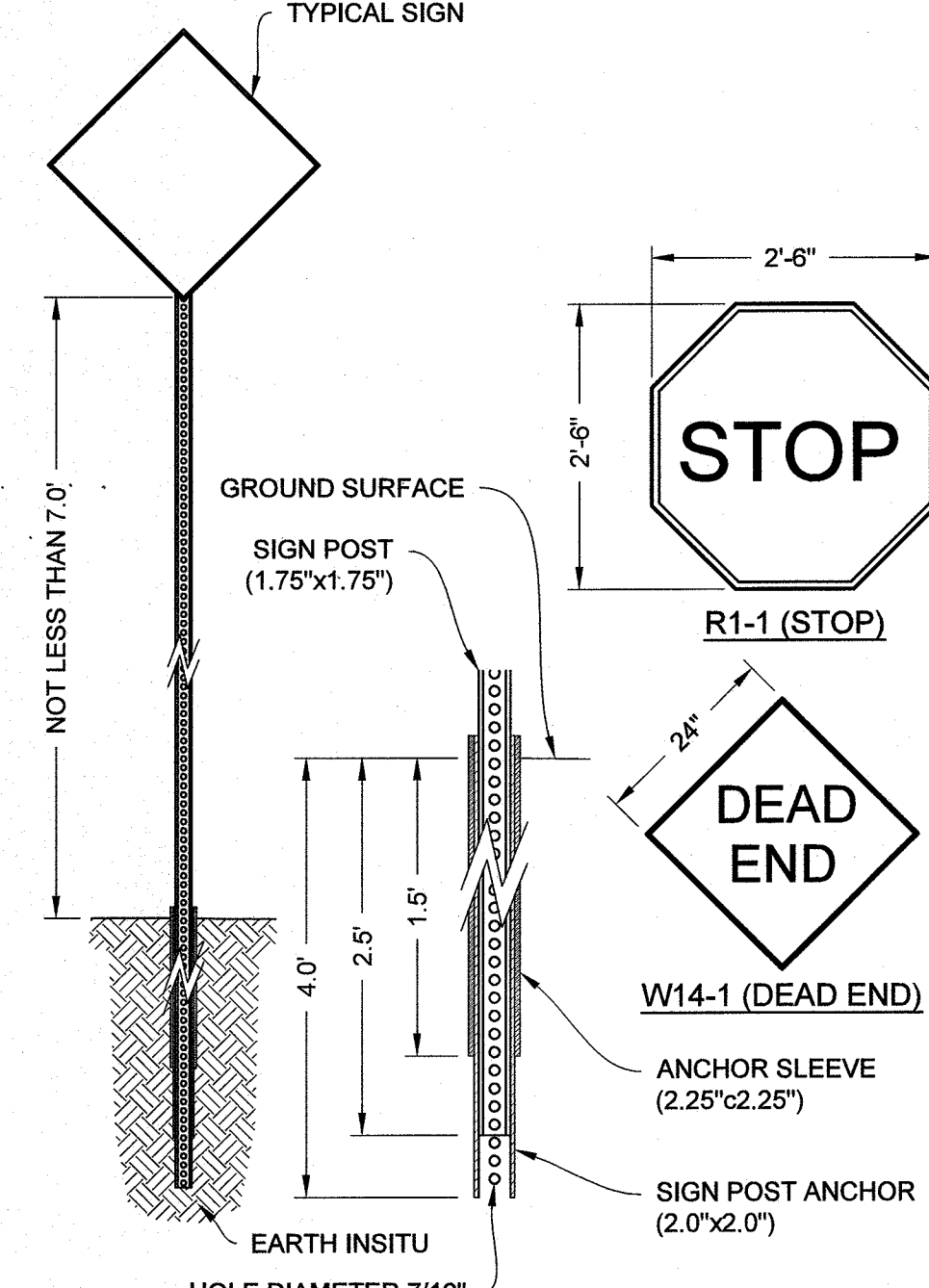
7 MODULAR RETAINING WALL  
NOT TO SCALE



9 STEEL BEAM GUARDRAIL WITH STEEL POST  
NOT TO SCALE



10 SIGN POST DETAIL  
NOT TO SCALE



11 CHAIN LINK FENCE UP TO 6'  
NOT TO SCALE

NOT FOR CONSTRUCTION

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR  
AND OWNER MUST BE NOTIFIED OF ANY  
DISCREPANCIES BEFORE PROCEEDING WITH WORK

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

SITE DETAILS

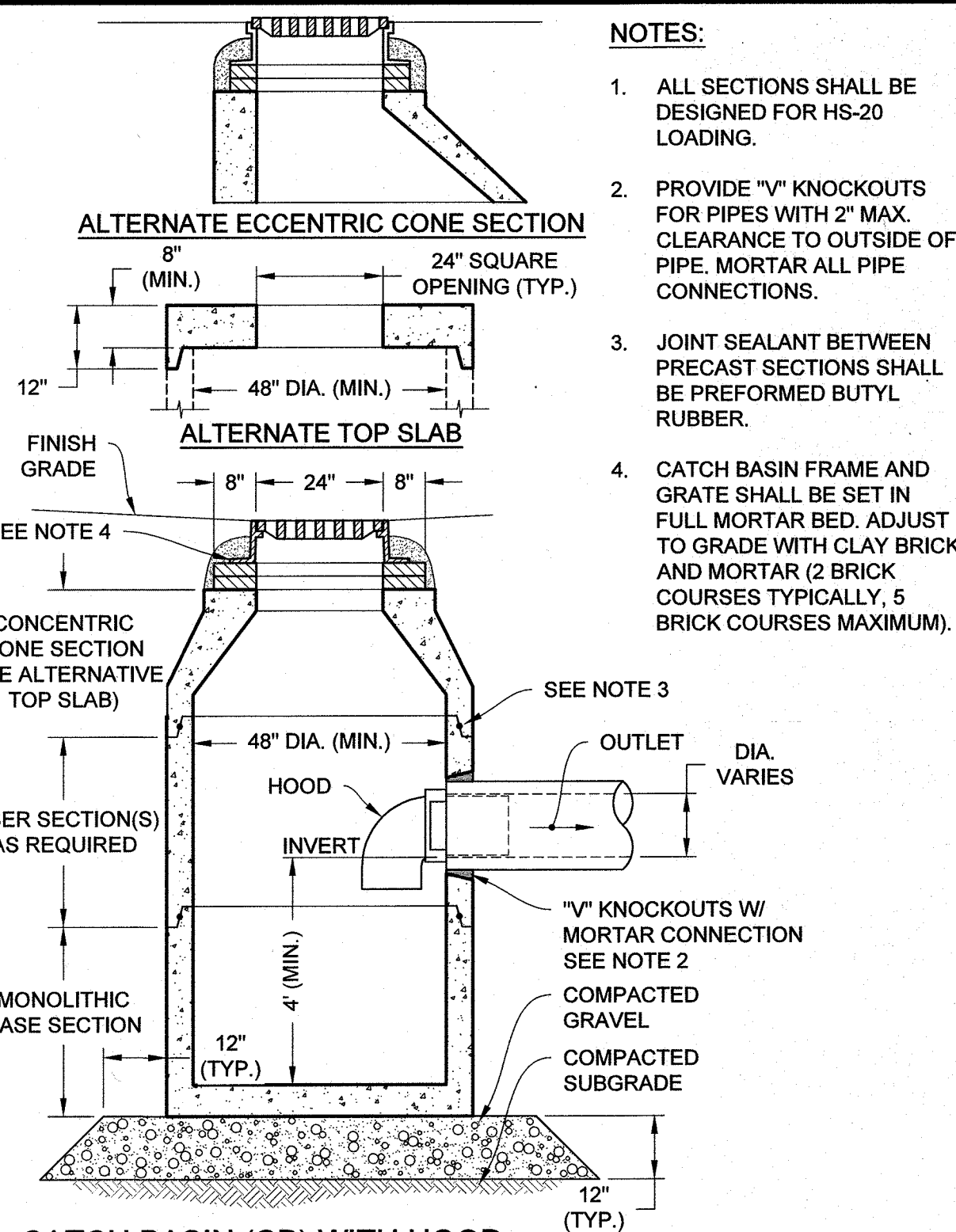
BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01949

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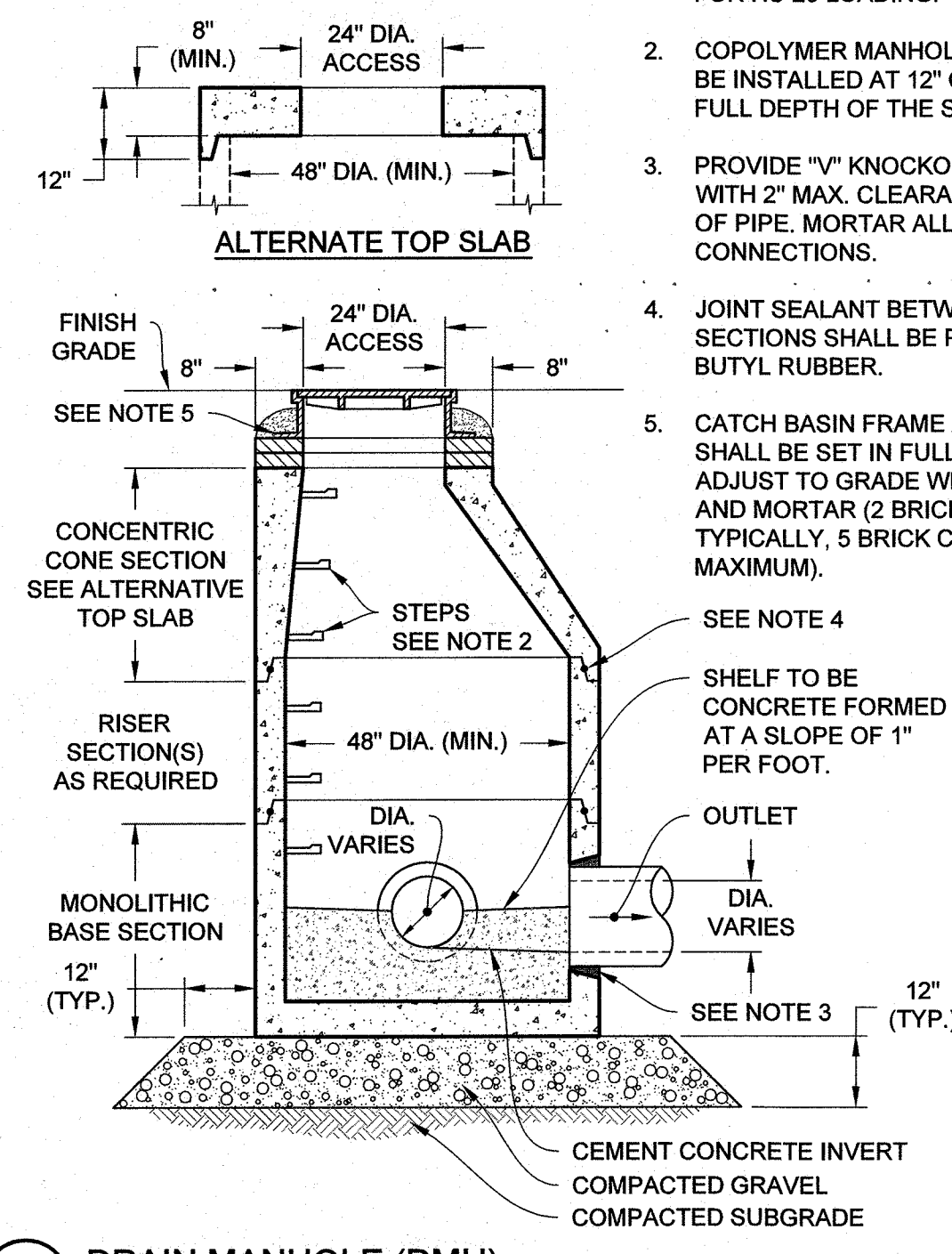
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PROJECT, THEY ARE NOT INTENDED OR REPRESENTED  
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ARISING OUT OF OR RESULTING THEREFROM.

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| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | N.T.S.     |
| DRAWN BY      | CPH        |
| APPROVED BY   | BCO        |

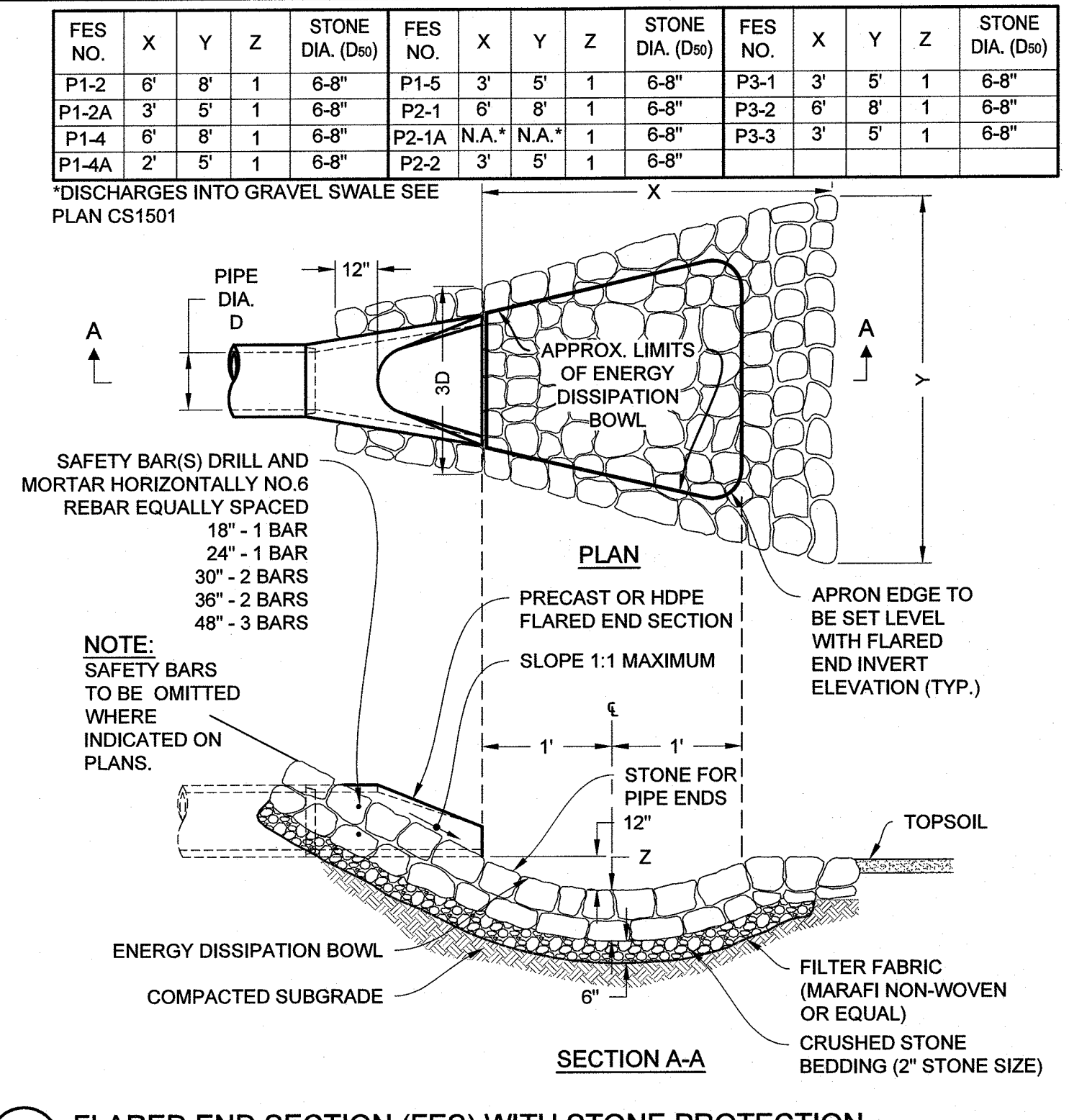




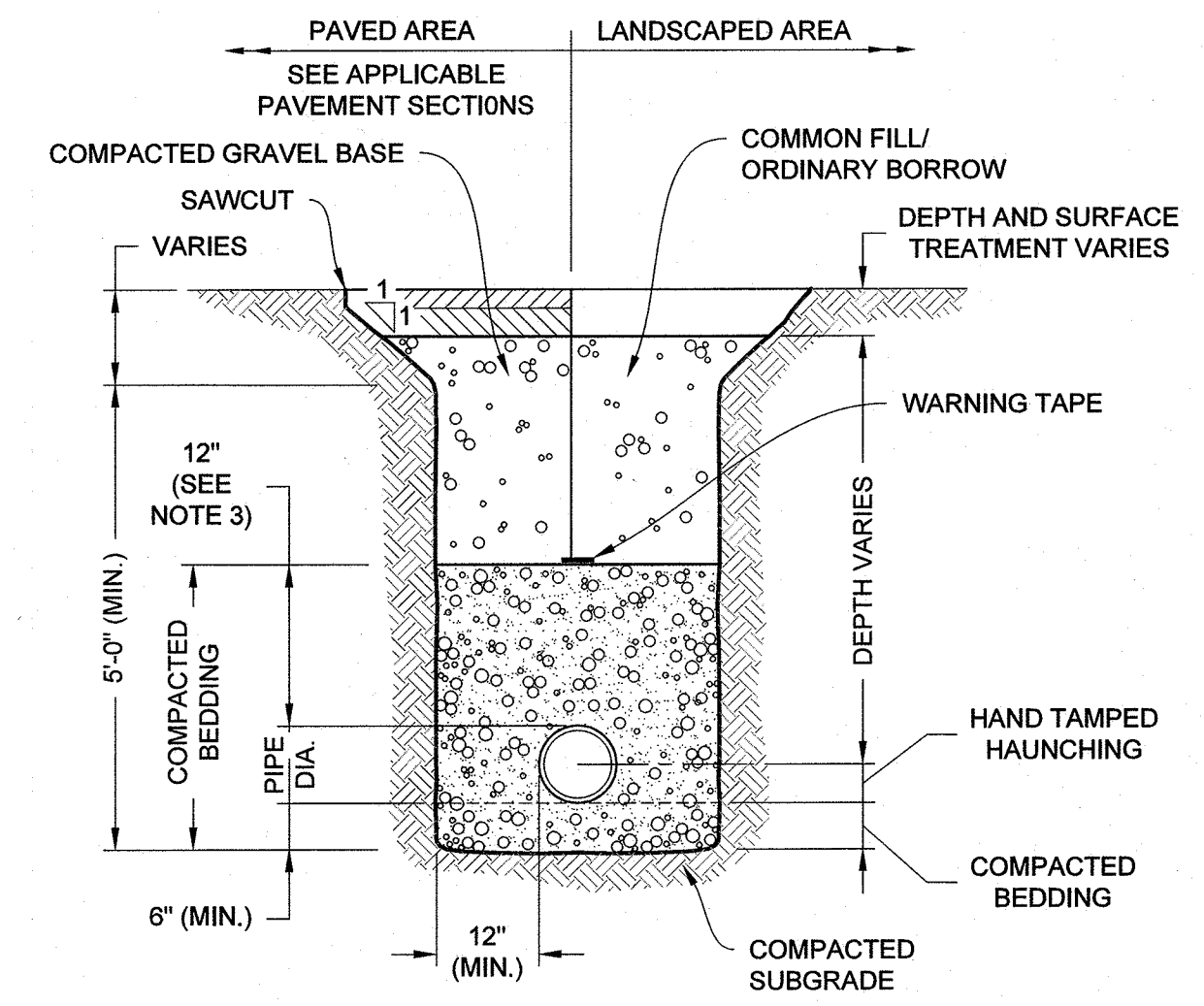
- NOTES:**
- ALL SECTIONS SHALL BE DESIGNED FOR HS-20 LOADING.
  - PROVIDE "V" KNOCKOUTS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
  - JOINT SEALANT BETWEEN PRECAST SECTIONS SHALL BE PREFORMED BUTYL RUBBER.
  - CATCH BASIN FRAME AND GRATE SHALL BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH CLAY BRICK AND MORTAR (2 BRICK COURSES TYPICALLY, 5 BRICK COURSES MAXIMUM).



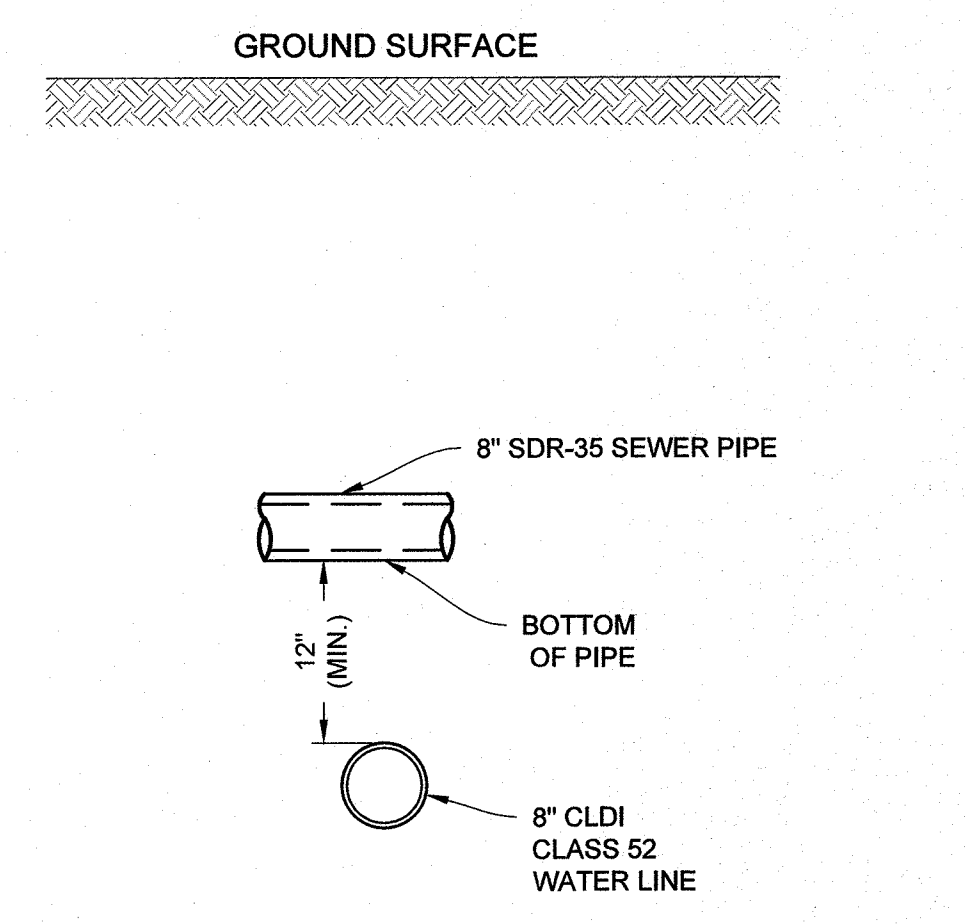
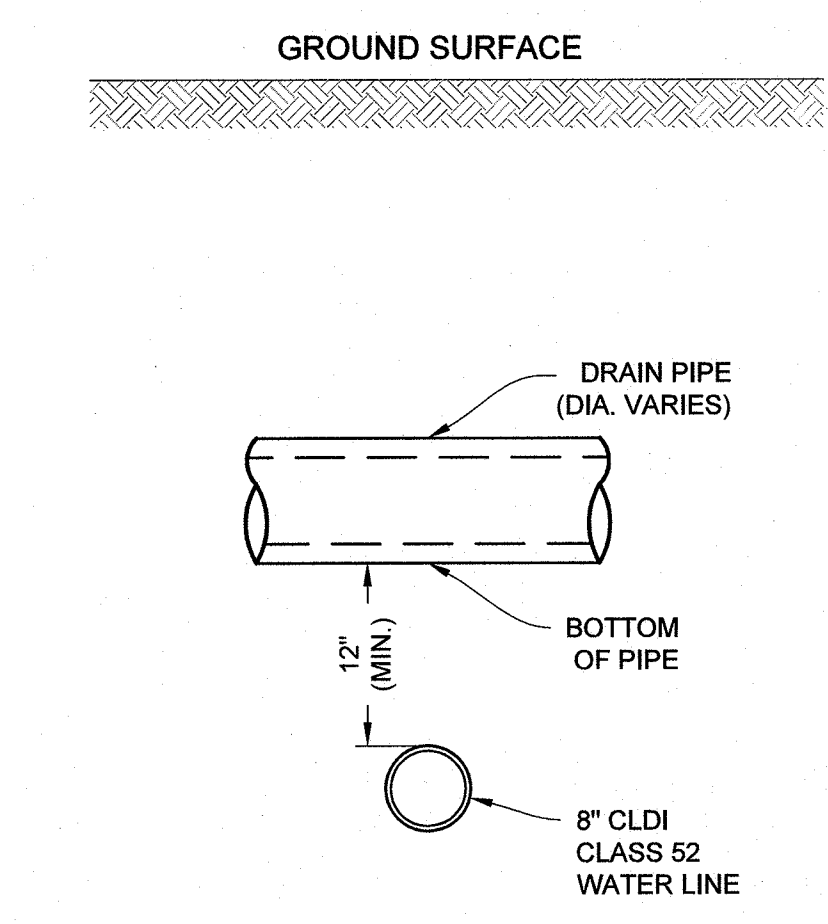
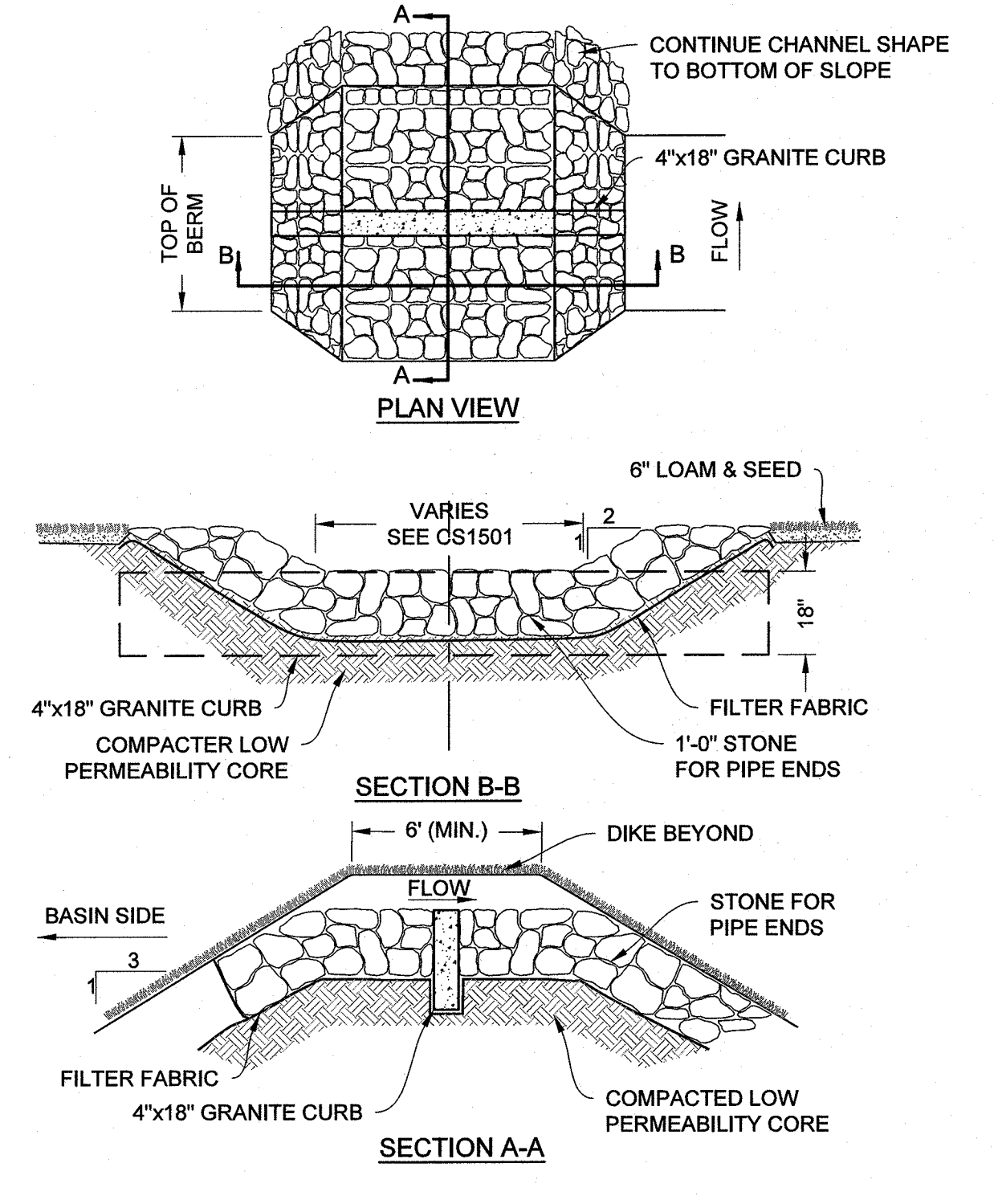
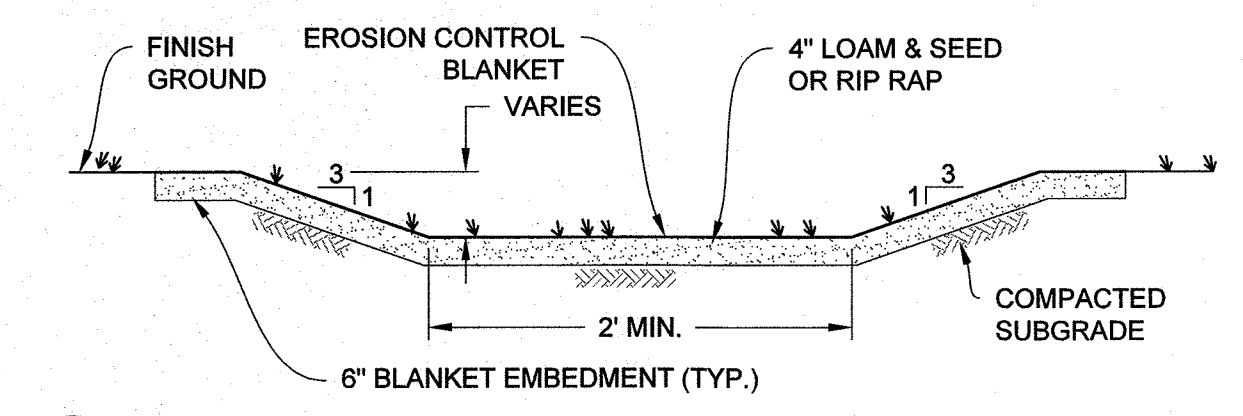
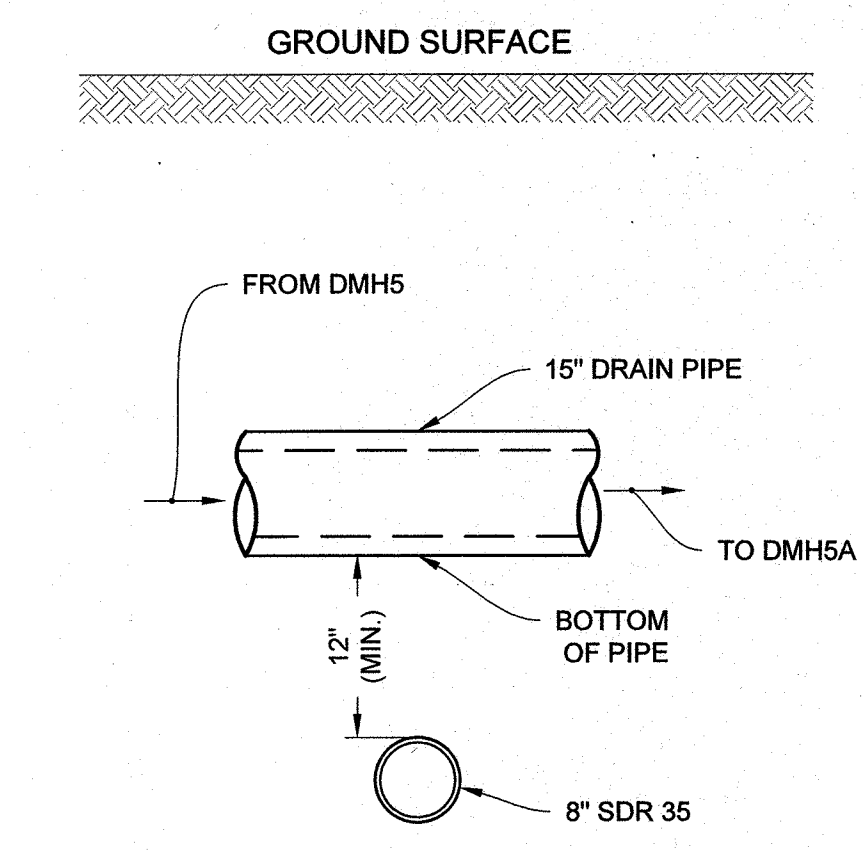
- NOTES:**
- ALL SECTIONS SHALL BE DESIGNED FOR HS-20 LOADING.
  - COPOLYMER MANHOLE STEPS SHALL BE INSTALLED AT 12" O.C. FOR THE FULL DEPTH OF THE STRUCTURE.
  - PROVIDE "V" KNOCKOUTS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
  - JOINT SEALANT BETWEEN PRECAST SECTIONS SHALL BE PREFORMED BUTYL RUBBER.
  - CATCH BASIN FRAME AND GRATE SHALL BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH CLAY BRICK AND MORTAR (2 BRICK COURSES TYPICALLY, 5 BRICK COURSES MAXIMUM).



| FES NO. | X  | Y  | Z  | STONE DIA. (D <sub>50</sub> ) | FES NO. | X     | Y     | Z  | STONE DIA. (D <sub>50</sub> ) | FES NO. | X  | Y  | Z  | STONE DIA. (D <sub>50</sub> ) |
|---------|----|----|----|-------------------------------|---------|-------|-------|----|-------------------------------|---------|----|----|----|-------------------------------|
| P1-2    | 6' | 8' | 1' | 6-8"                          | P1-5    | 3'    | 5'    | 1' | 6-8"                          | P3-1    | 3' | 5' | 1' | 6-8"                          |
| P1-2A   | 3' | 5' | 1' | 6-8"                          | P2-1    | 6'    | 8'    | 1' | 6-8"                          | P3-2    | 6' | 8' | 1' | 6-8"                          |
| P1-4    | 6' | 8' | 1' | 6-8"                          | P2-1A   | N.A.* | N.A.* | 1' | 6-8"                          | P3-3    | 3' | 5' | 1' | 6-8"                          |
| P1-4A   | 2' | 5' | 1' | 6-8"                          | P2-2    | 3'    | 5'    | 1' | 6-8"                          |         |    |    |    |                               |



- NOTES:**
- WHERE UTILITY TRENCHES ARE CONSTRUCTED THROUGH DETENTION BASIN BERMS OR OTHER SUCH SPECIAL SECTIONS, PLACE TRENCH BACKFILL WITH MATERIALS SIMILAR TO THE SPECIAL SECTION REQUIREMENTS.
  - USE METALLIC TRACING/WARNING TAPE OVER ALL PIPES.



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

**DRAINAGE DETAILS**

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

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

| NO. | DATE | REVISIONS | BY |
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PROJECT: 15-1516

DATE: 2017-03-22

DRAWING SCALE: N.T.S.

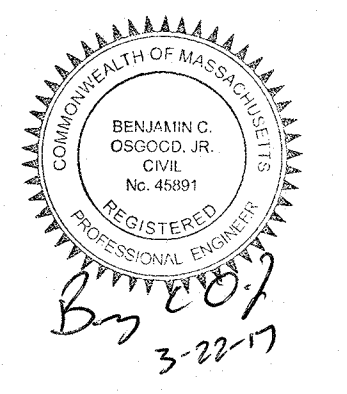
DRAWN BY: CPH

APPROVED BY: BCO

**CS6021**

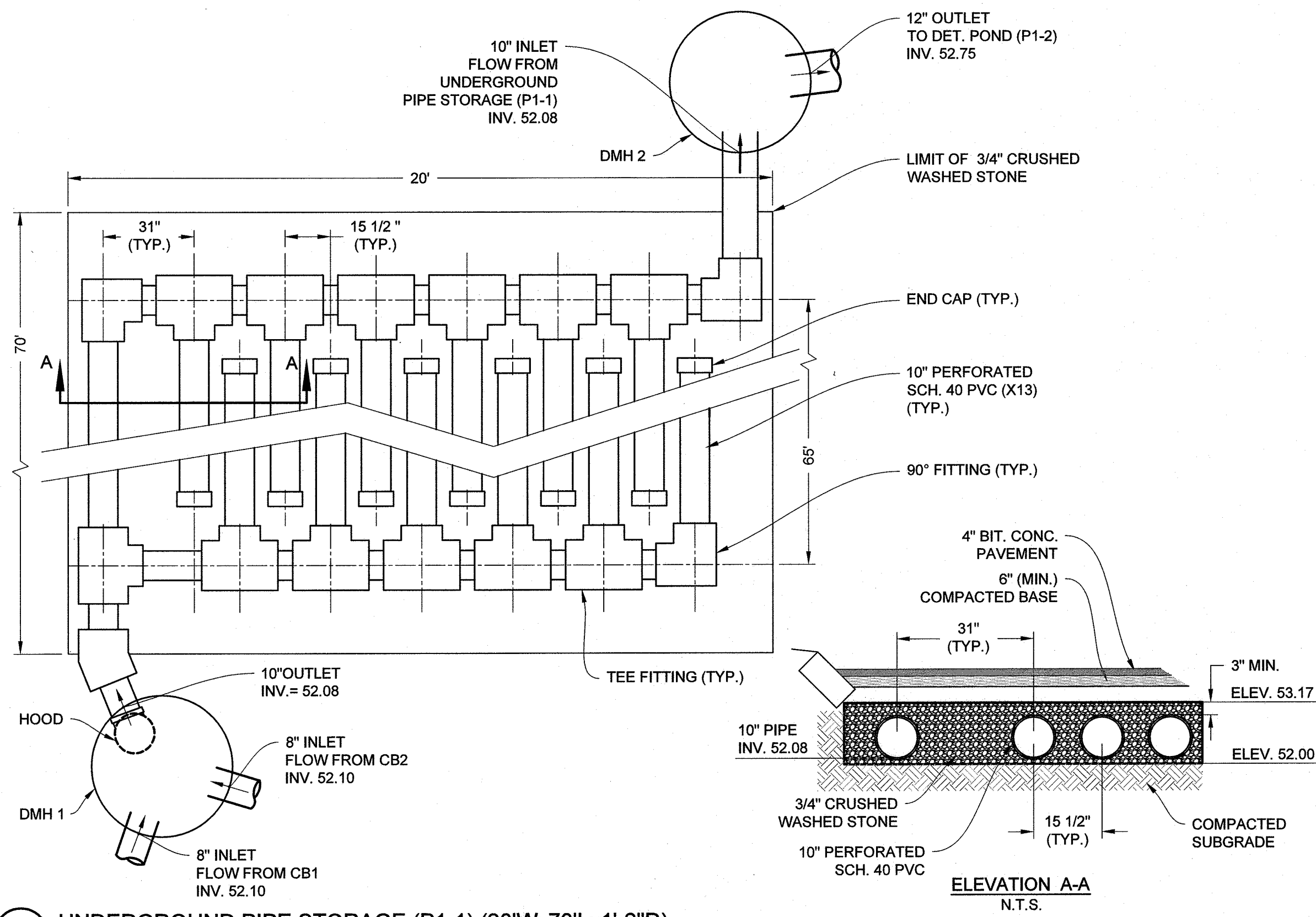
SHEET 12 OF 18

**NOT FOR CONSTRUCTION**

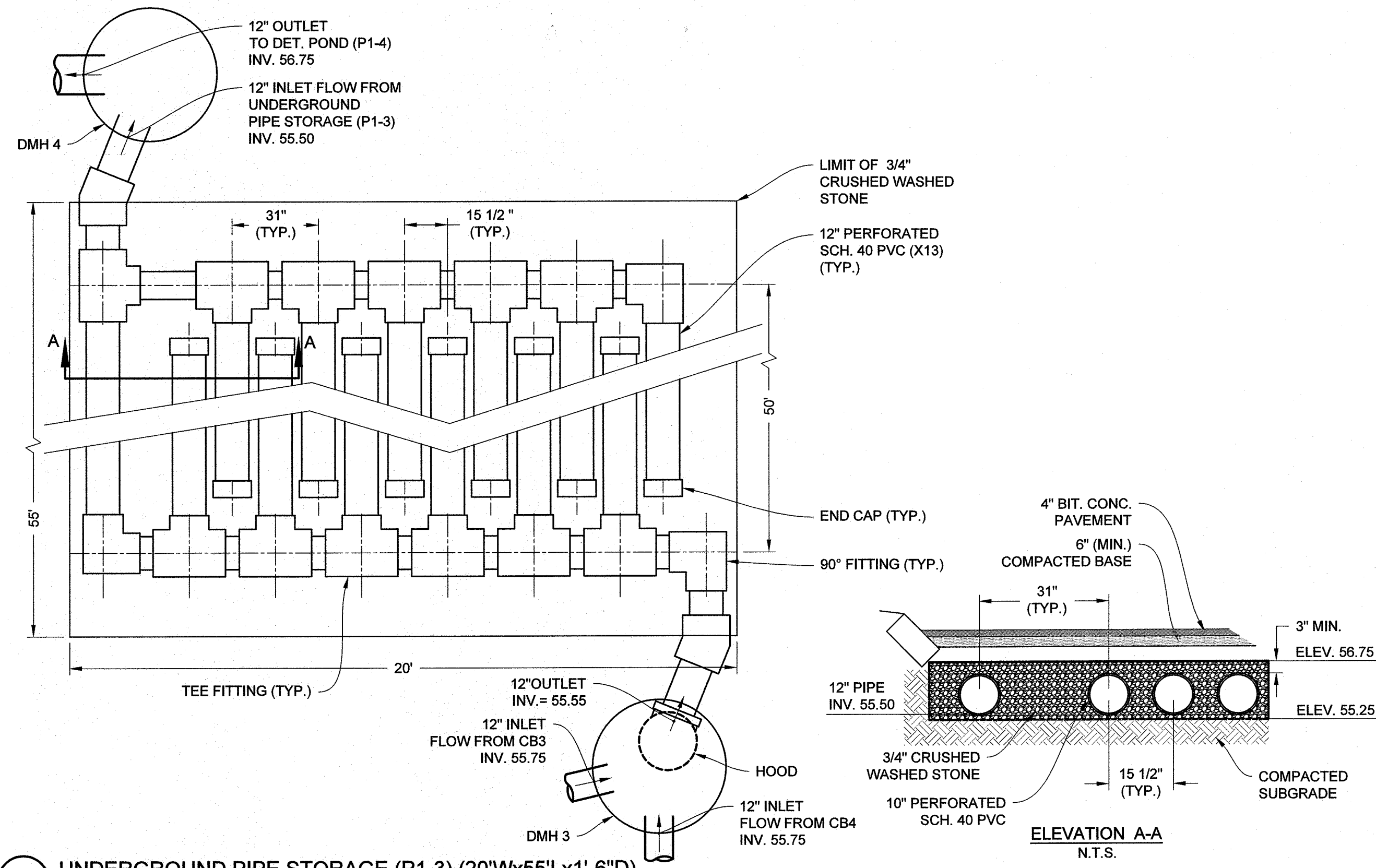


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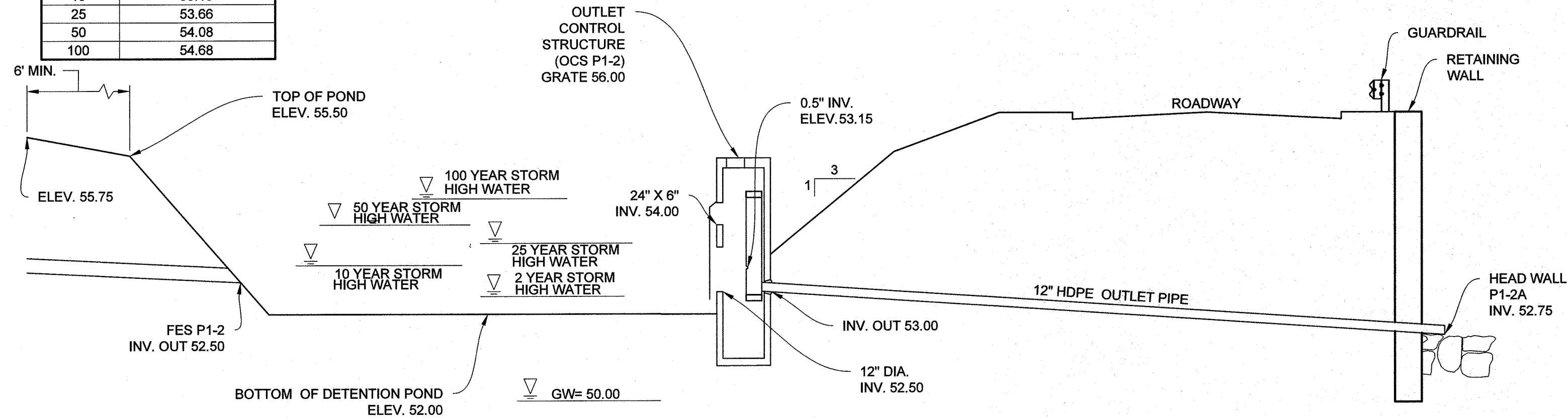


1 UNDERGROUND PIPE STORAGE (P1-1) (20'Wx70'Lx1'-2'D)  
NOT TO SCALE



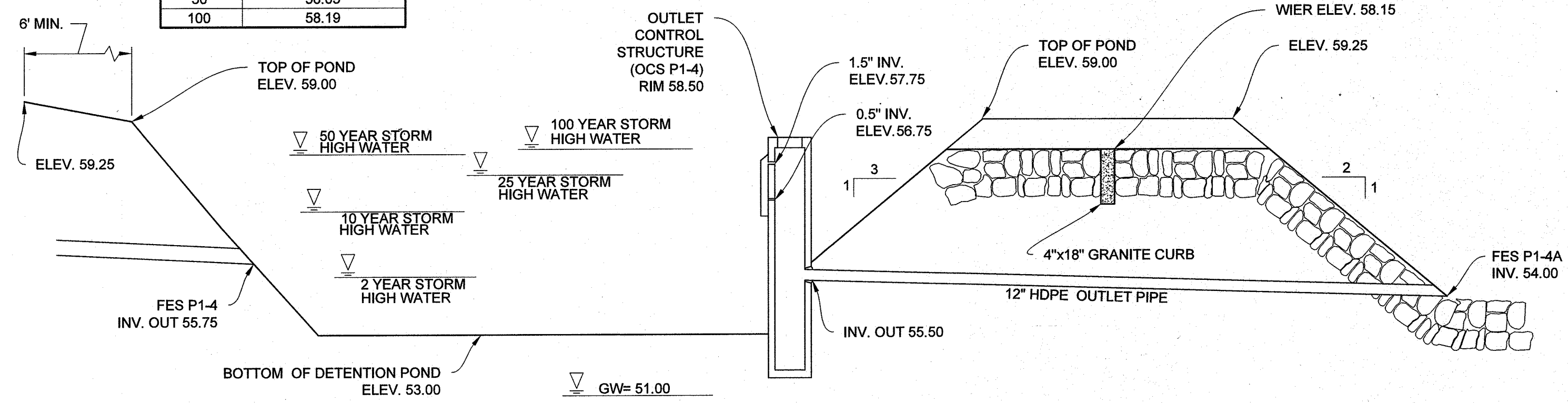
2 UNDERGROUND PIPE STORAGE (P1-3) (20'Wx55'Lx1'-6"D)  
NOT TO SCALE

| STORM | HIGH WATER ELEV. |
|-------|------------------|
| 2     | 52.49            |
| 10    | 53.15            |
| 25    | 53.66            |
| 50    | 54.08            |
| 100   | 54.68            |

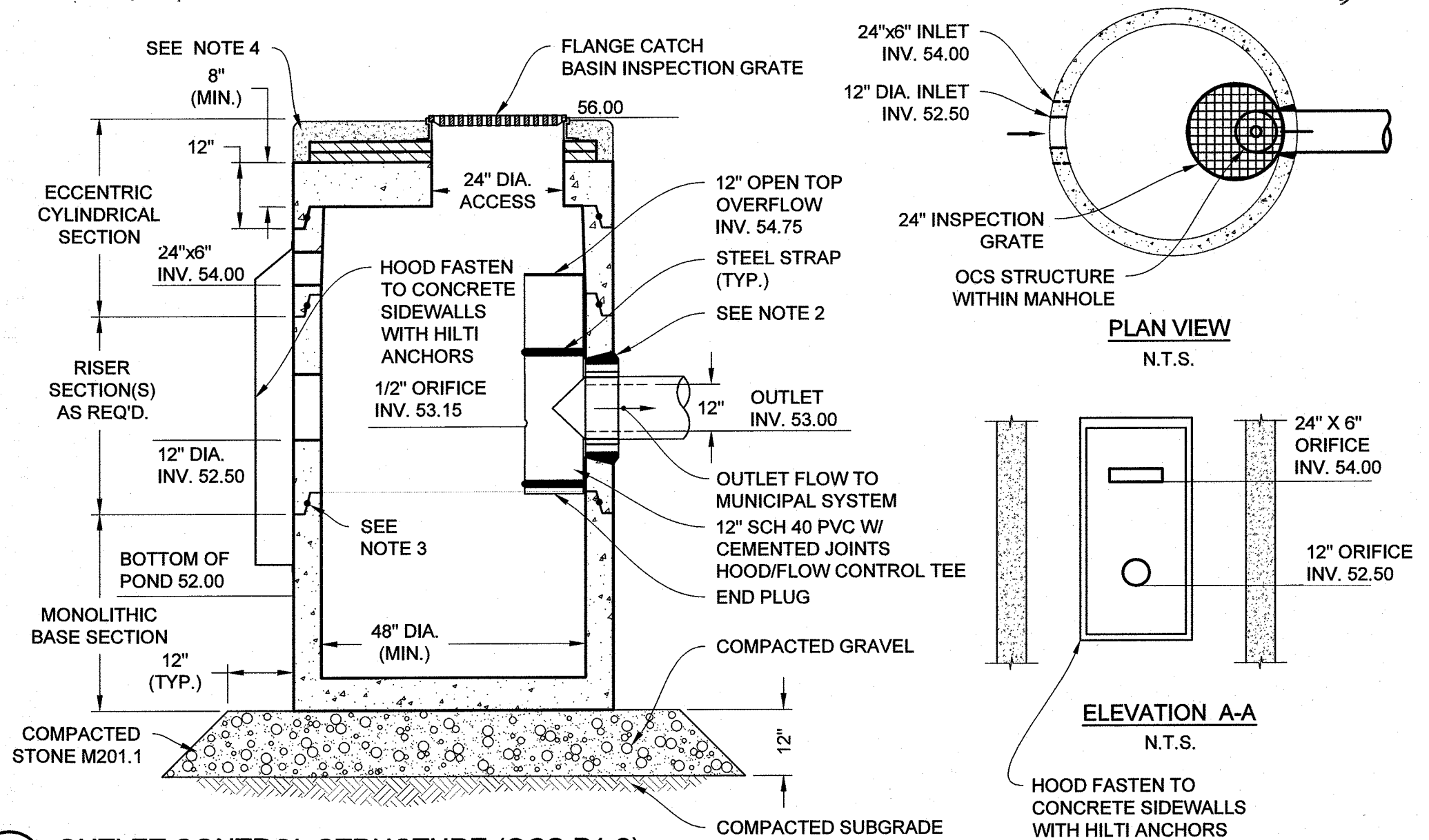


3 CROSS SECTION DETENTION POND (P1-2)  
NOT TO SCALE

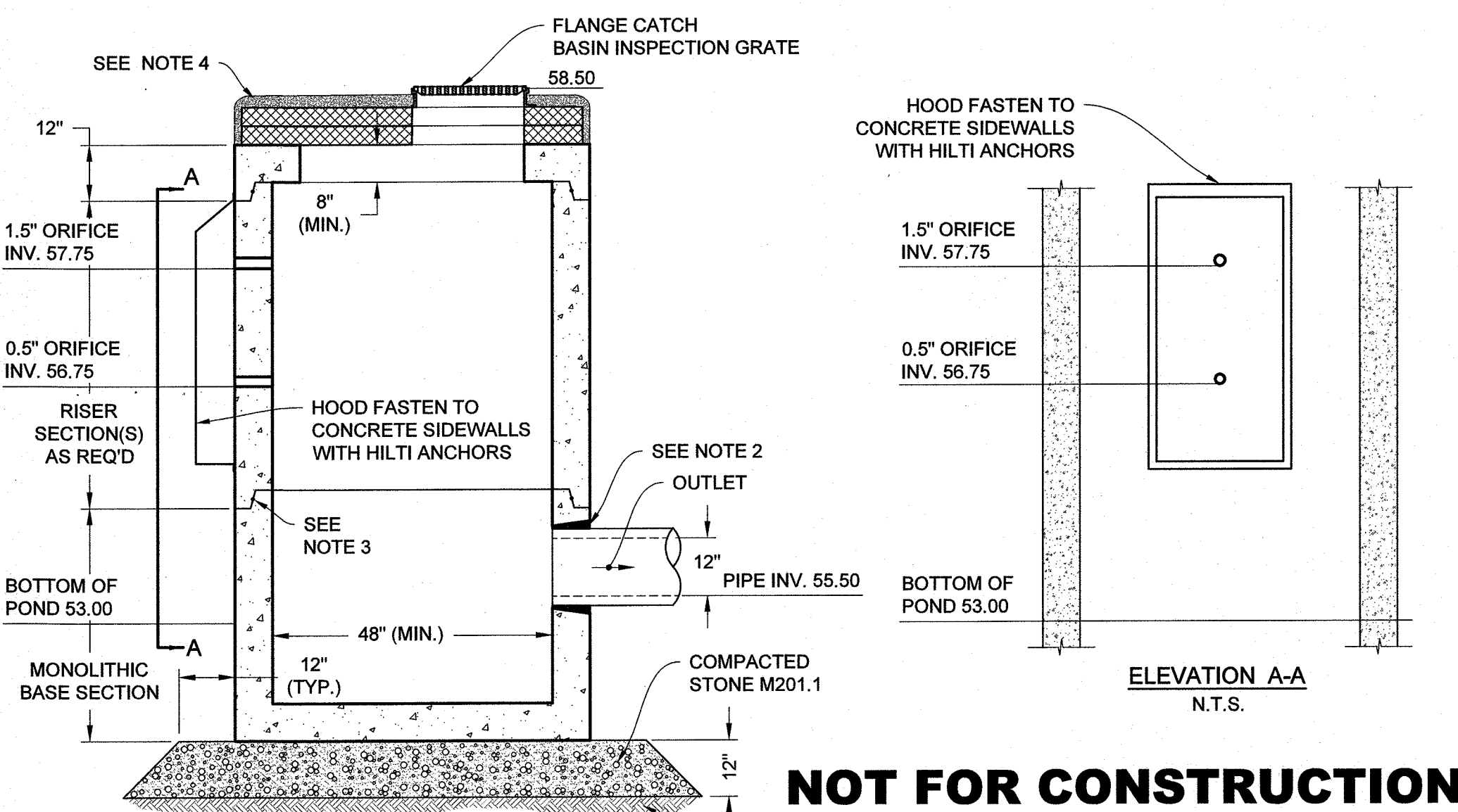
| STORM | HIGH WATER ELEV. |
|-------|------------------|
| 2     | 54.94            |
| 10    | 56.50            |
| 25    | 57.47            |
| 50    | 58.05            |
| 100   | 58.19            |



5 CROSS SECTION DETENTION POND (P1-4)  
NOT TO SCALE

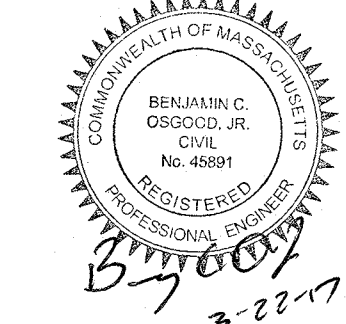


4 OUTLET CONTROL STRUCTURE (OCS P1-2)  
NOT TO SCALE



6 OUTLET CONTROL STRUCTURE (OCS P1-4)  
NOT TO SCALE

- OUTLET CONTROL NOTES:**
- ALL SECTIONS SHALL BE DESIGNED FOR H-20 LOADING.
  - PROVIDE "V" KNOCKOUTS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
  - JOINT SEALANT BETWEEN PRECAST SECTIONS SHALL BE PERFORMED BUTYL RUBBER.
  - DRAIN MANHOLE FRAME AND COVER SHALL BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH CLAY BRICK AND MORTAR (2 BRICK COURSES TYPICALLY, 5 BRICK COURSES MAXIMUM).
  - INSTALL ANTI-SEEPAGE COLLARS AT ALL DISCHARGE PIPE LOCATIONS (E.G. DRAINAGE SOLUTIONS, INC. OR APPROVED EQUAL) AT 2' FROM OUTSIDE OF STRUCTURE (MAX.).
- DETENTION POND NOTES:**
- DETENTION / INFILTRATION BERMS SHALL BE CONSTRUCTED USING ORDINARY BORROW (MASSACHUSETTS HIGHWAY DEPT. STANDARDS SPECIFICATION M1.01.0). CONTAINING BETWEEN 20% AND 30% OF MATERIAL WHICH PASSES A #200 SIEVE. MATERIAL SHALL BE PLACED IN 12" LIFTS AND COMPACTED TO A DRY DENSITY OF 95% OF MODIFIED PROCTOR TEST.



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

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

**CS6022**  
SHEET 13 OF 18

PROJECT 15-1516  
DATE 2017-03-22  
DRAWING SCALE N.T.S.  
DRAWN BY CPH  
APPROVED BY BCO

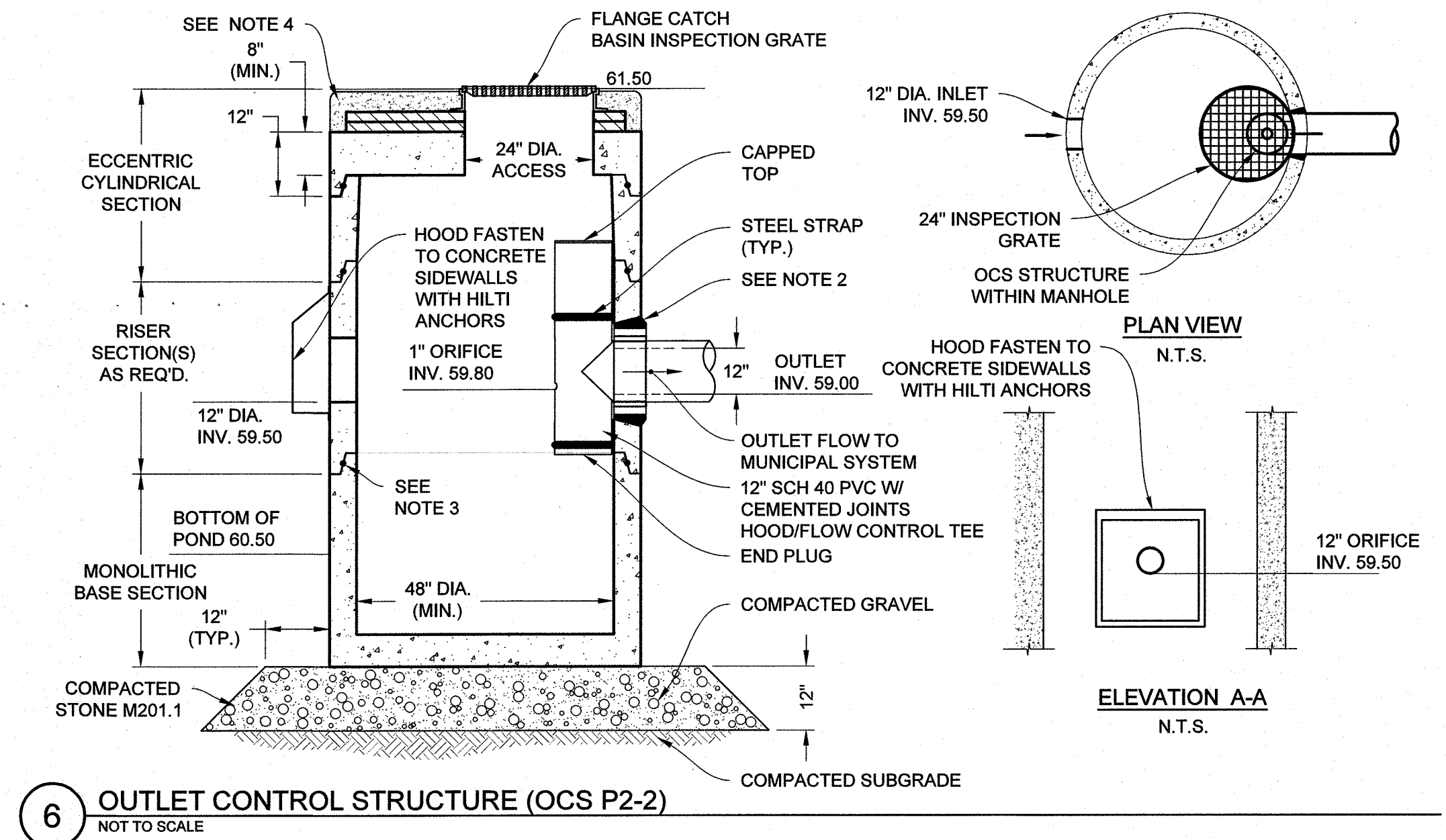
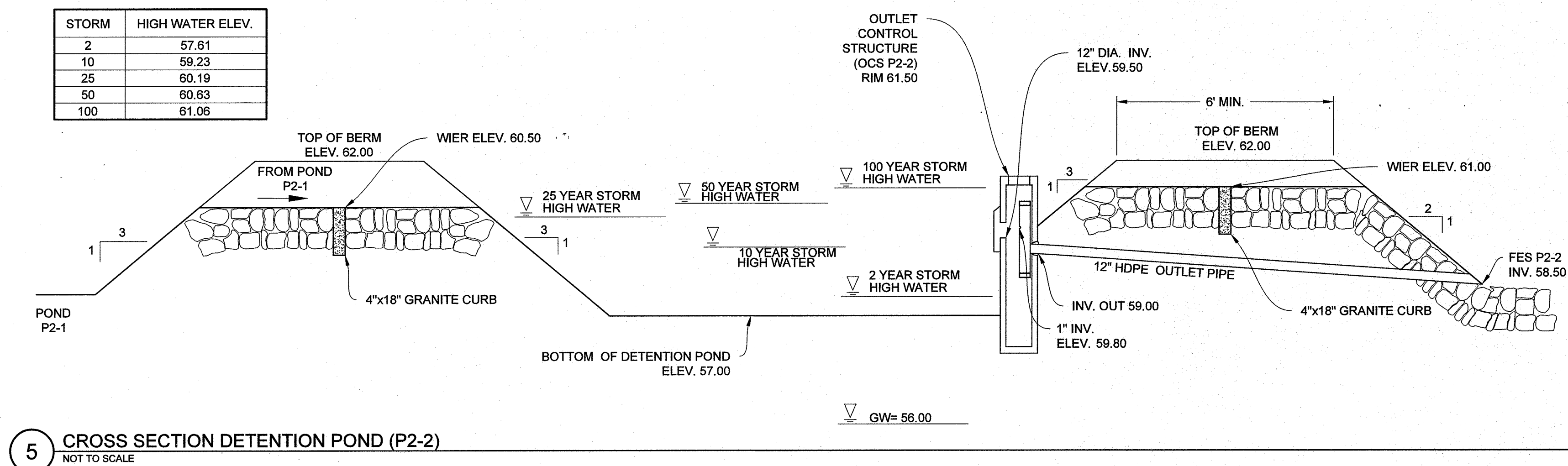
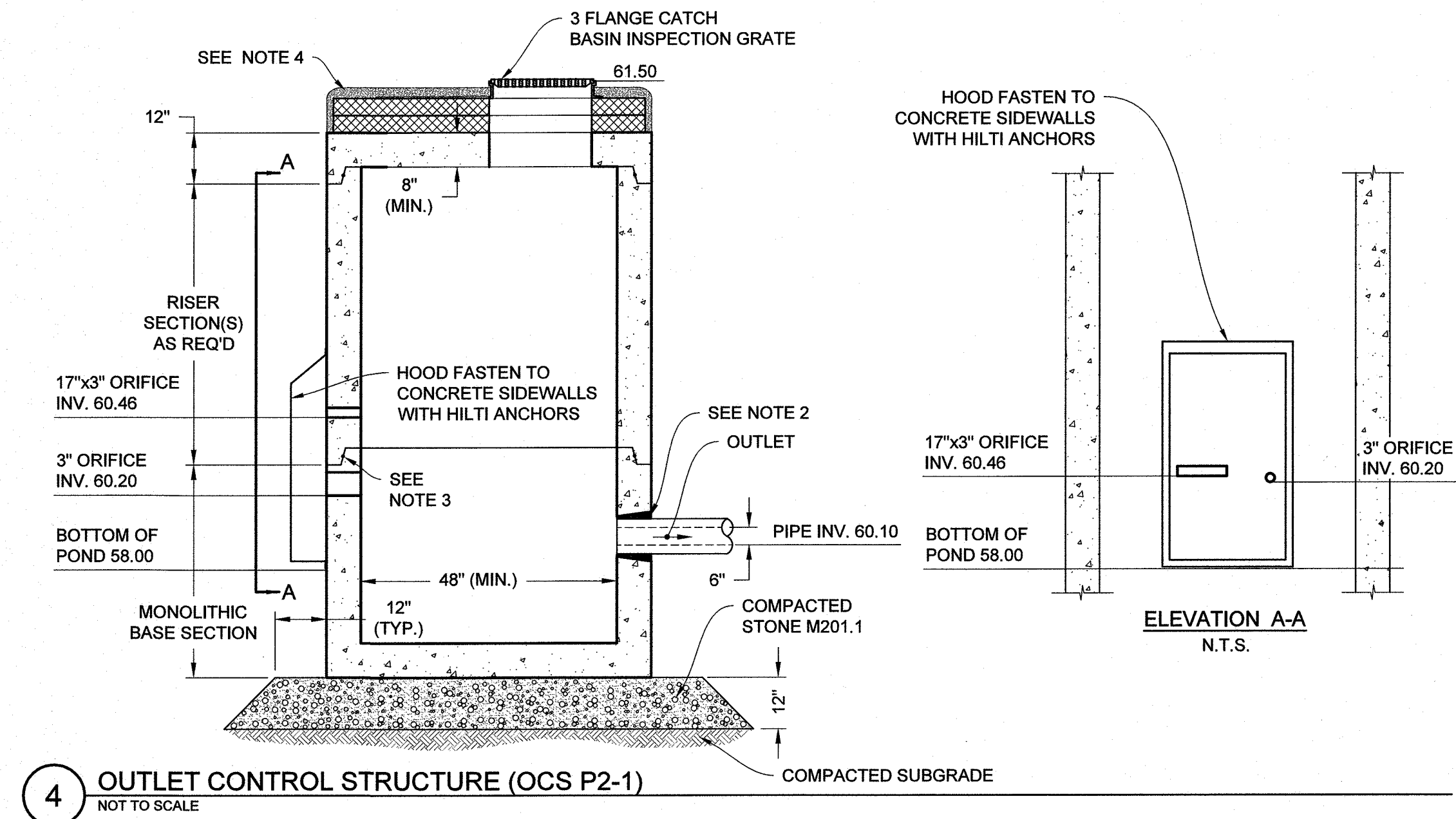
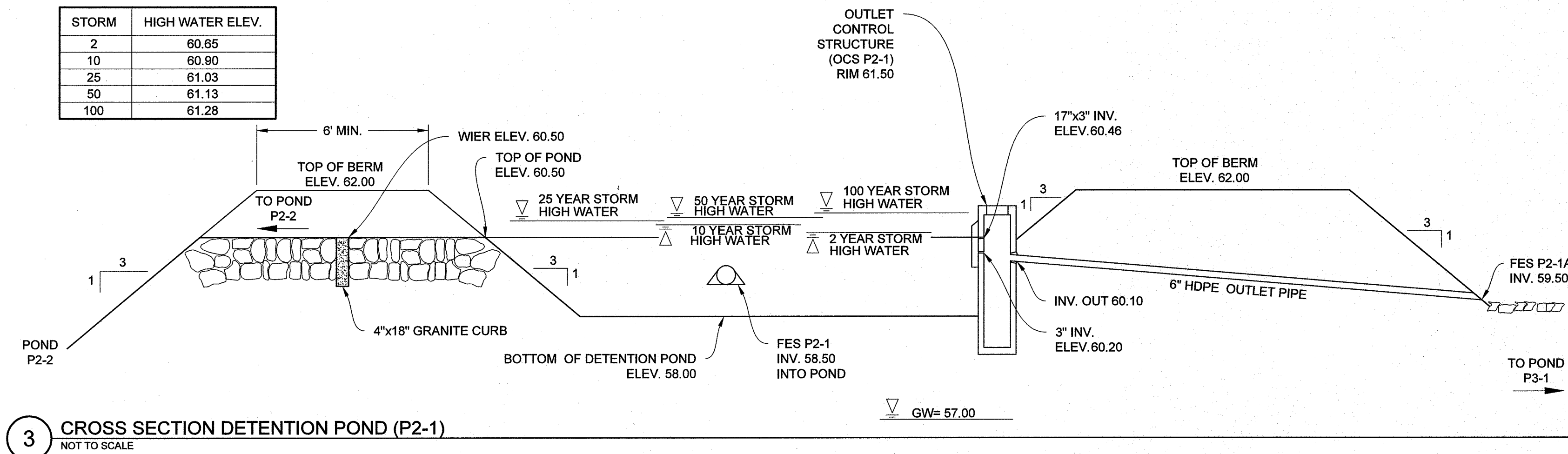
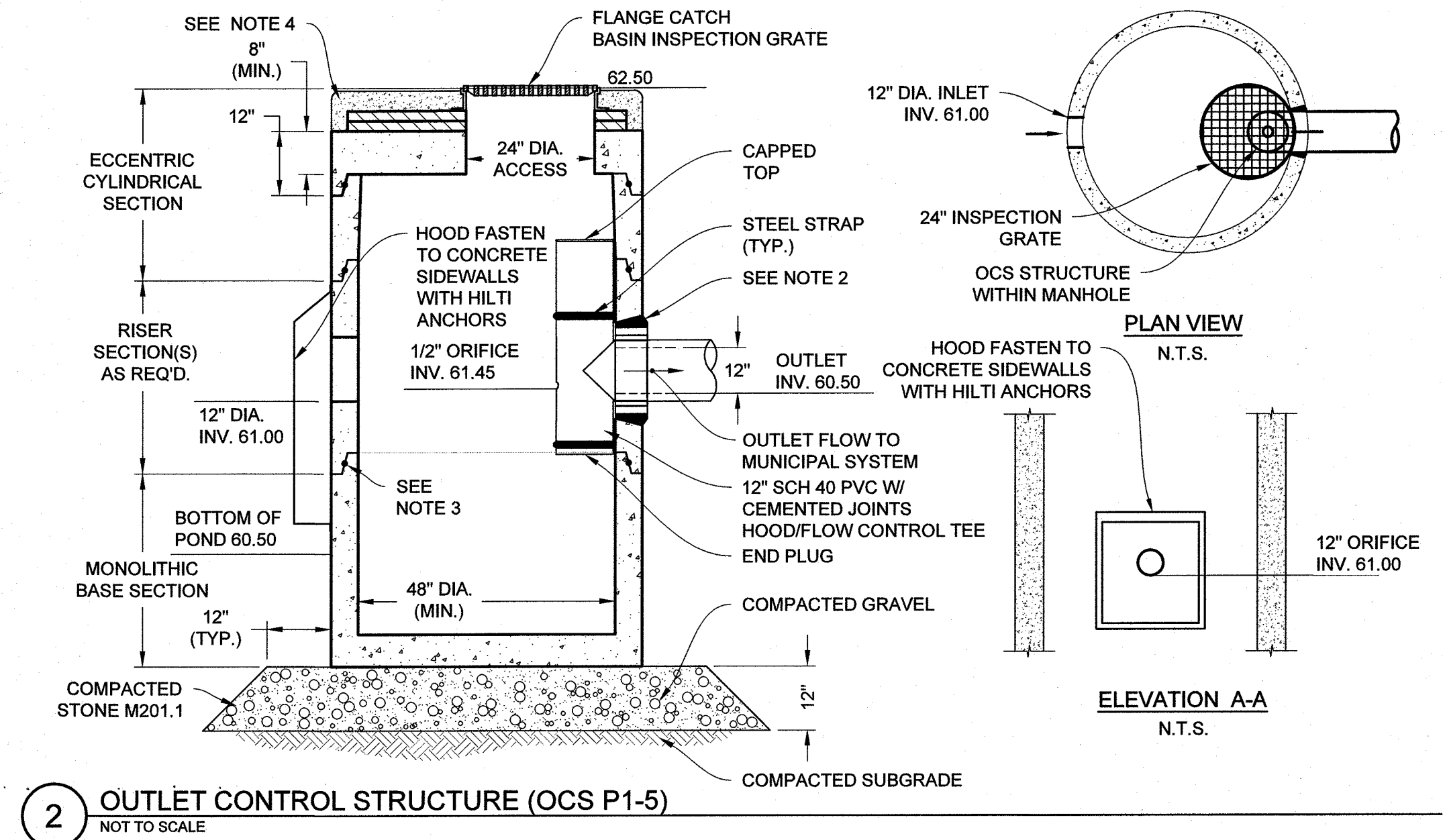
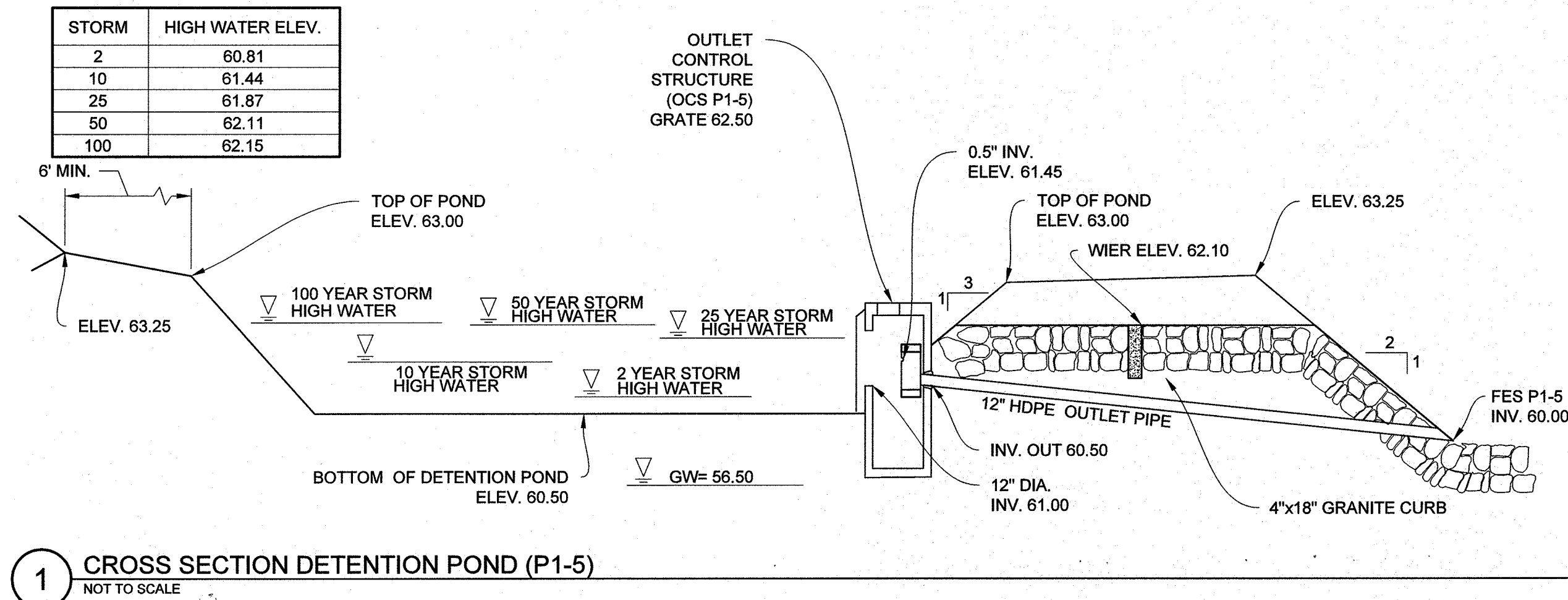
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TTI ENVIRONMENTAL INC.  
Engineering Division  
13 Branch Street, Suite 111  
Methuen, MA 01844  
T 978.749.9929 F 978.749.9920

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK



K:\PROJECTS\NEW GROUNDWATER ELECTRICITY-1516 - Patton Road - Byfield Estates, LLC\Drawings\CS6023.dwg  
PLOTED: 3/2/2017 4:53 PM BY: Joe Aboumouna PLOTSTYLE: TTI Environmental  
PROJECT STATUS: —



BRUNNIN, C.  
080020, J.E.  
CIVIL  
No. 45891  
REGISTERED  
PROFESSIONAL ENGINEER  
3-22-17

NOT FOR CONSTRUCTION

Since 1985  
TTI ENVIRONMENTAL INC.  
Engineering Division  
13 Branch Street, Suite 111  
Methuen, MA 01844  
T 978.749.9929 F 978.749.9920

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AND OWNER MUST BE NOTIFIED OF ANY  
DISCREPANCIES BEFORE PROCEEDING WITH WORK

BYFIELD ESTATES  
BYFIELD (NEWBURY), MA  
ASSESSOR'S MAP R-20 LOT 75  
DRAINAGE DETAILS  
BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01849

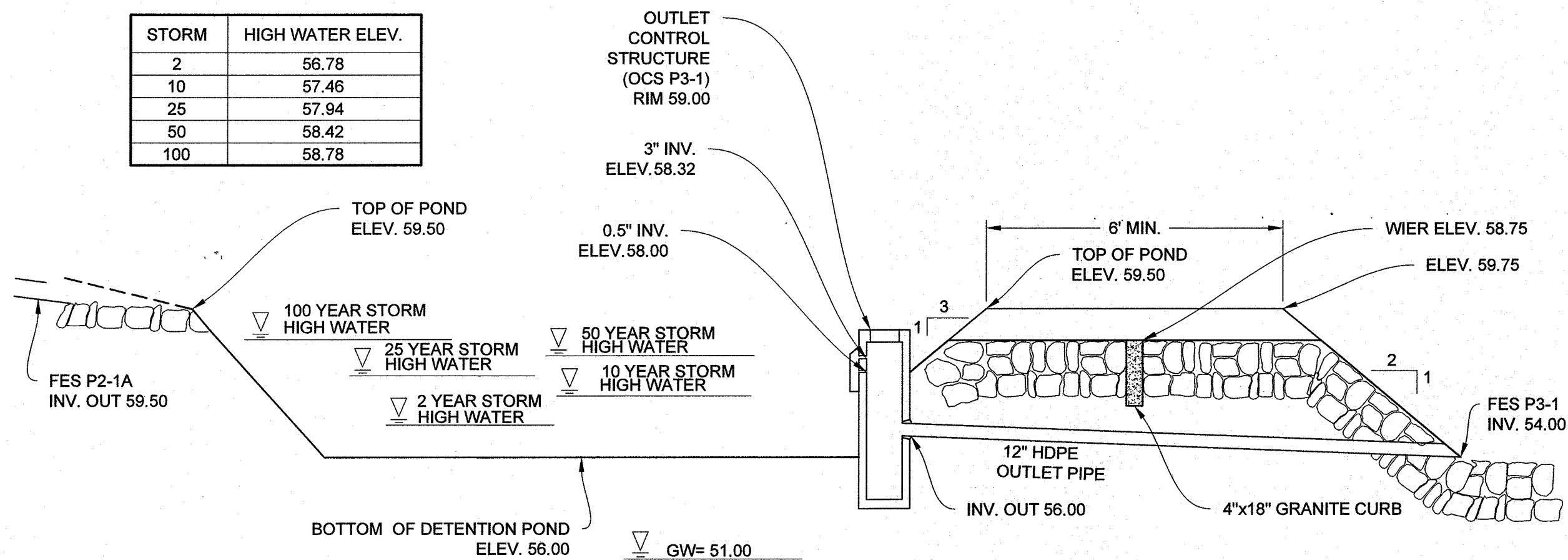
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PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION  
OR ADAPTATION BY TTI ENVIRONMENTAL FOR THE  
SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS  
SOLE RISK AND WITHOUT LIABILITY OR LEGAL  
EXPOSURE TO TTI ENVIRONMENTAL AND OWNER SHALL  
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FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES  
ARISING OUT OF OR RESULTING THEREFROM.

PROJECT 15-1516  
DATE 2017-03-22  
DRAWING SCALE N.T.S.  
DRAWN BY CPH  
APPROVED BY BCO

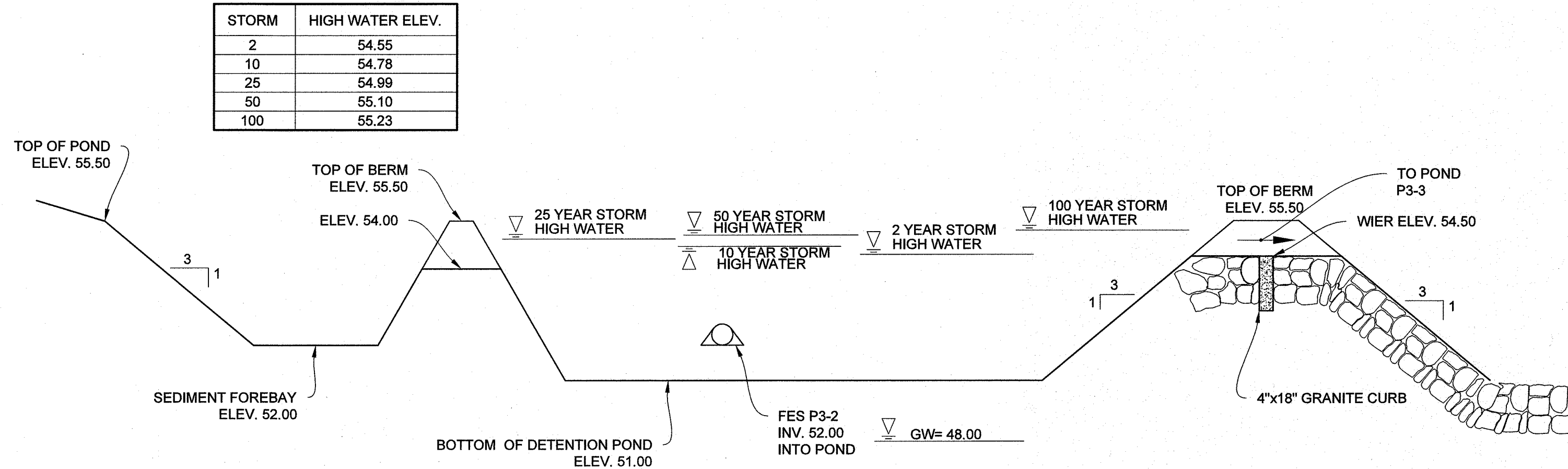
CS6023  
SHEET 14 OF 18

| STORM | HIGH WATER ELEV. |
|-------|------------------|
| 2     | 56.78            |
| 10    | 57.46            |
| 25    | 57.94            |
| 50    | 58.42            |
| 100   | 58.78            |



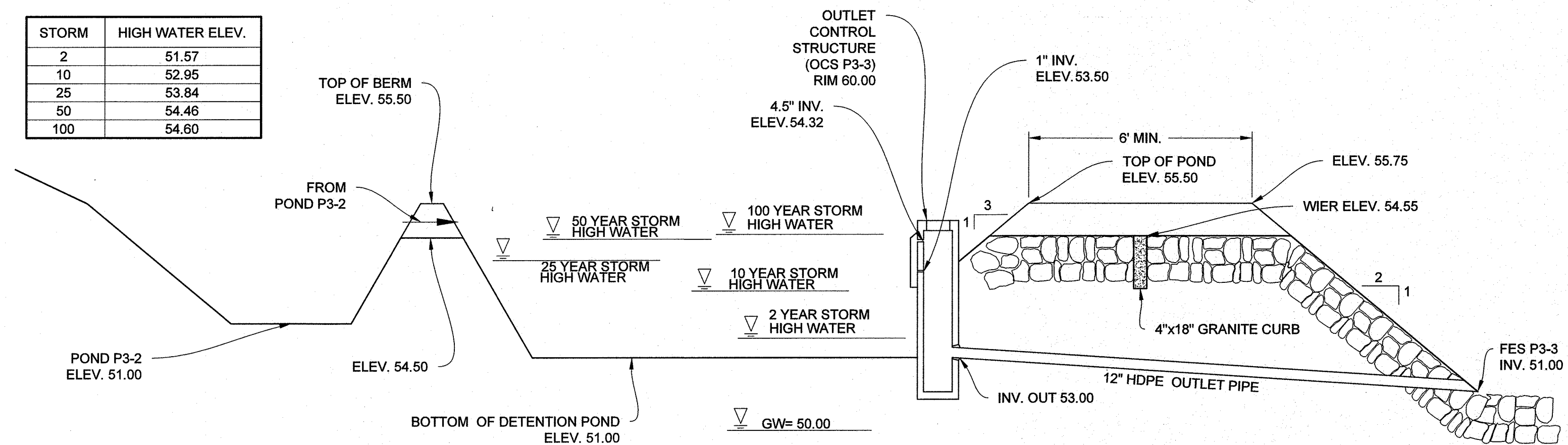
1 CROSS SECTION DETENTION POND (P3-1)  
NOT TO SCALE

| STORM | HIGH WATER ELEV. |
|-------|------------------|
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| 10    | 54.78            |
| 25    | 54.99            |
| 50    | 55.10            |
| 100   | 55.23            |

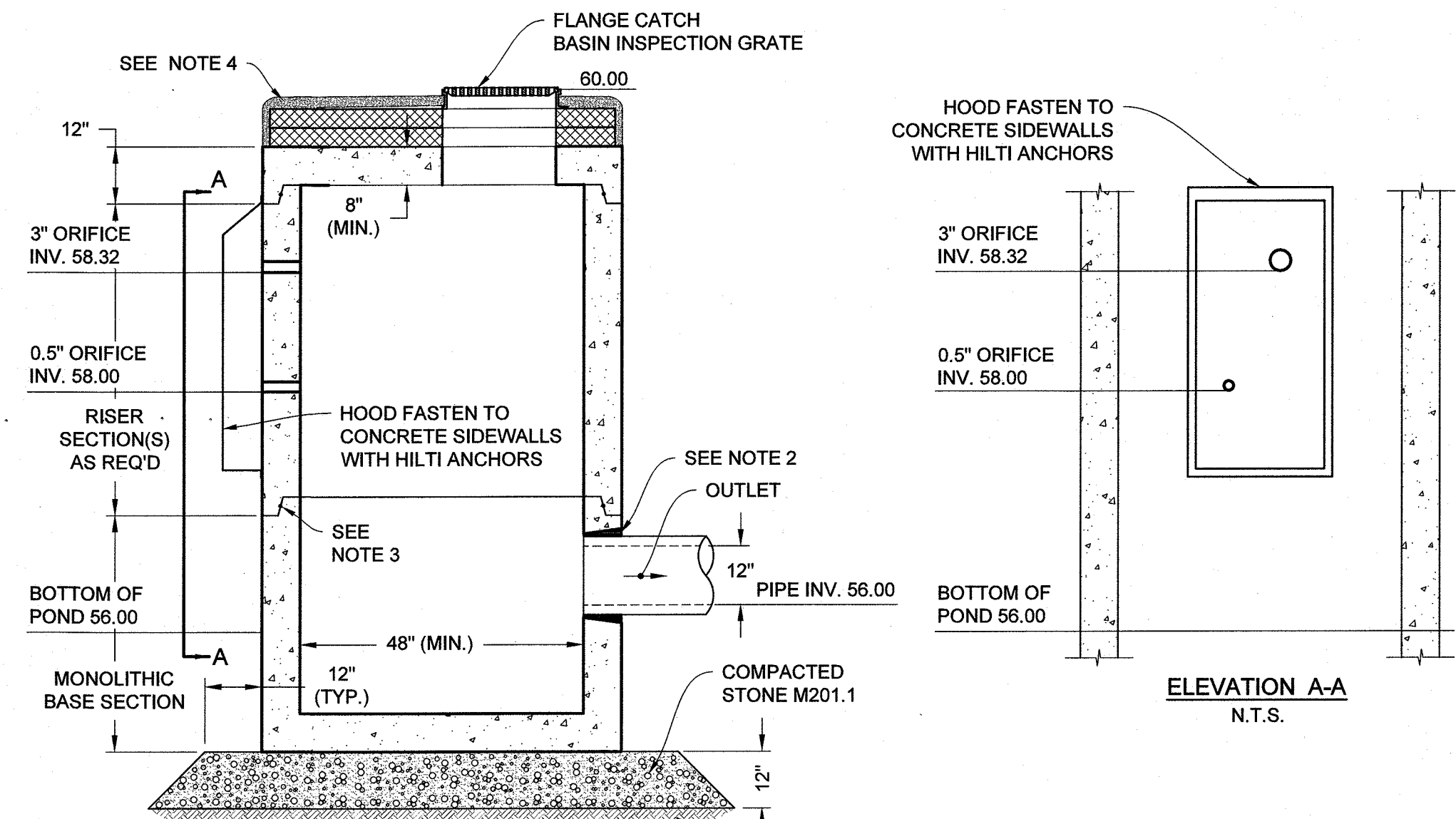


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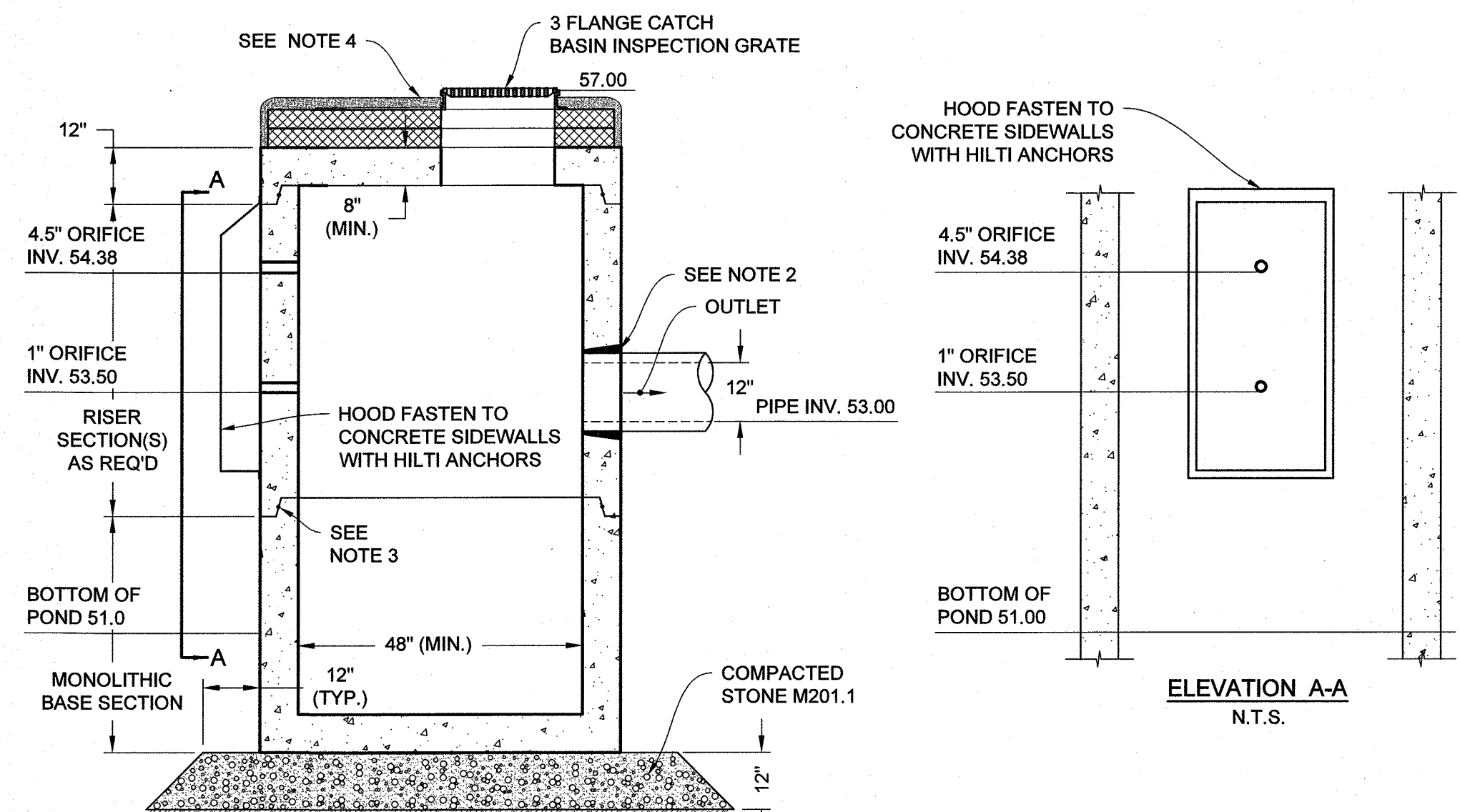
| STORM | HIGH WATER ELEV. |
|-------|------------------|
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| 25    | 53.84            |
| 50    | 54.46            |
| 100   | 54.60            |



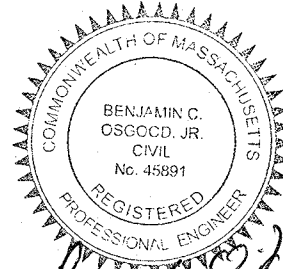
4 CROSS SECTION DETENTION POND (P3-3)  
NOT TO SCALE



2 OUTLET CONTROL STRUCTURE (OCS P3-1)  
NOT TO SCALE



5 OUTLET CONTROL STRUCTURE (OCS P3-3)  
NOT TO SCALE



NOT FOR CONSTRUCTION

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR  
AND OWNER MUST BE NOTIFIED OF ANY  
DISCREPANCIES BEFORE PROCEEDING WITH WORK

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

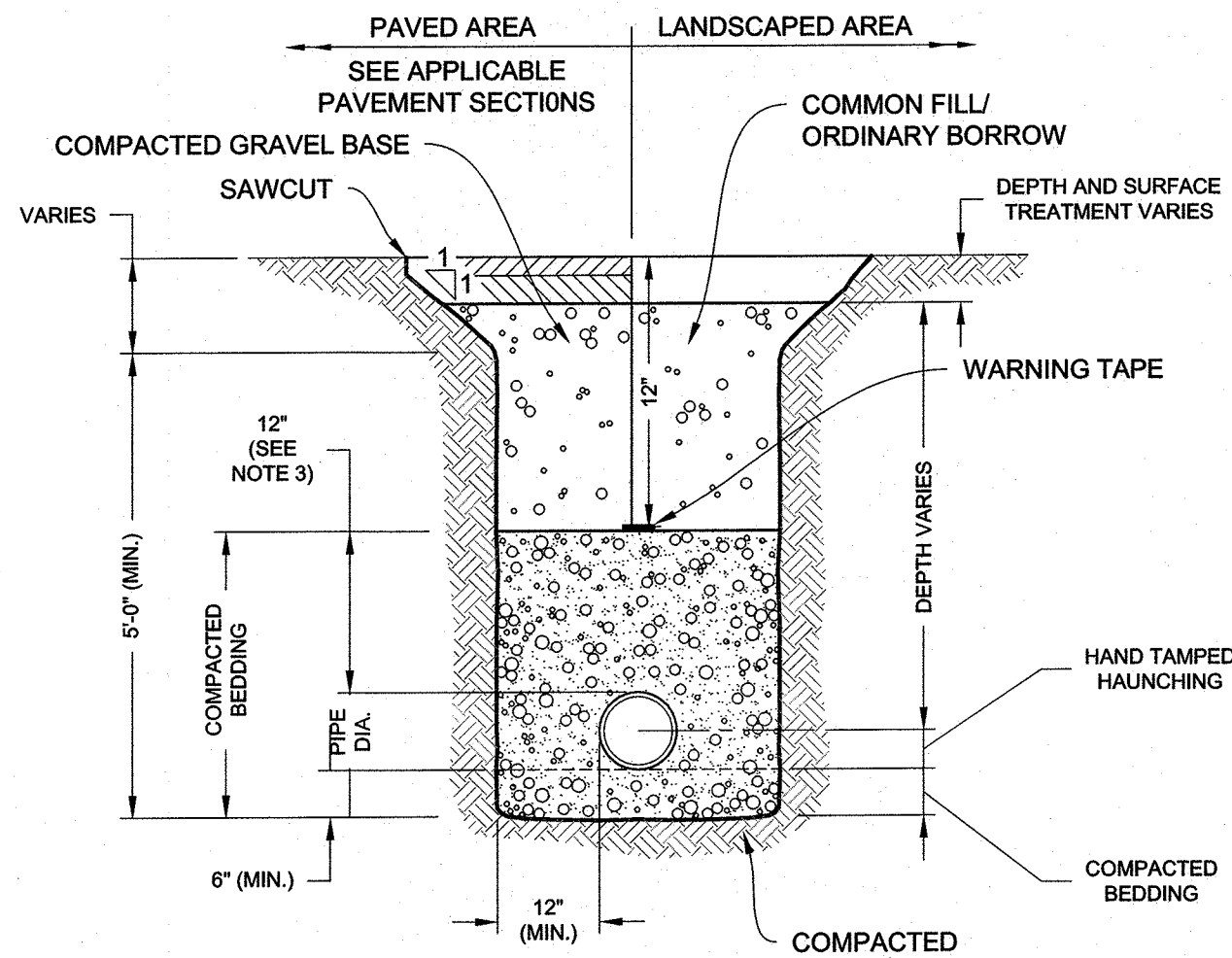
BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON, MA 01849

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FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES  
ARISING OUT OF OR RESULTING THEREFROM.

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| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | N.T.S.     |
| DRAWN BY      | CPH        |
| APPROVED BY   | BCO        |





**NOTES:**

- WHERE UTILITY TRENCHES ARE CONSTRUCTED THROUGH DETENTION BASIN BERMS OR OTHER SUCH SPECIAL SECTIONS, PLACE TRENCH BACKFILL WITH MATERIALS SIMILAR TO THE SPECIAL SECTION REQUIREMENTS.
- USE METALLIC TRACING/WARNING TAPE OVER ALL PIPES.

**1 WATER TRENCH**  
NOT TO SCALE

TABLE OF DIMENSIONS

| BENDS       | B  | C   | D   | E   | F   | BENDS   | B  | C   | D   | E   | F   |
|-------------|----|-----|-----|-----|-----|---------|----|-----|-----|-----|-----|
| 6" 11 1/4"  | 8" | 15" | 12" | 24" | 12" | 6" 45"  | 8" | 30" | 12" | 24" | 14" |
| 6" 22 1/2"  | "  | 15" | "   | "   | 13" | 6" 90"  | "  | 30" | "   | "   | 27" |
| 8" 11 1/4"  | "  | 20" | "   | "   | 12" | 8" 45"  | "  | 30" | "   | "   | 24" |
| 8" 22 1/2"  | "  | 22" | "   | "   | 17" | 8" 90"  | "  | 38" | "   | "   | 36" |
| 12" 11 1/4" | "  | 30" | "   | "   | 15" | 12" 45" | "  | 40" | "   | "   | 40" |
| 12" 22 1/2" | "  | 35" | "   | "   | 25" | 12" 90" | "  | 60" | "   | "   | 52" |

**BENDS**

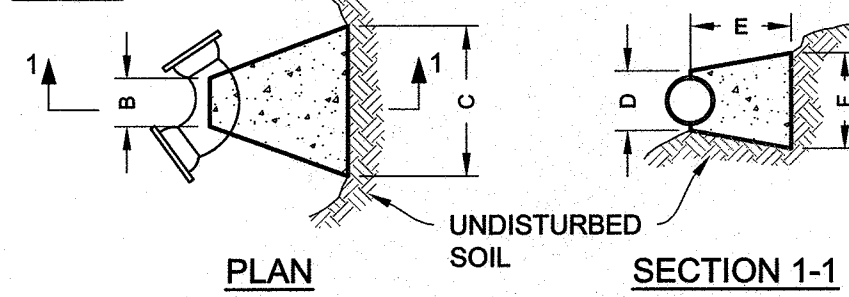
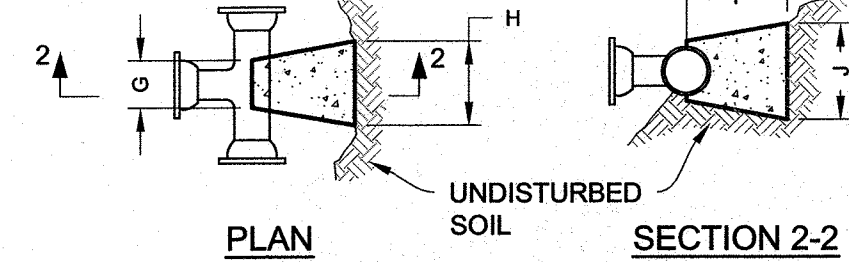


TABLE OF DIMENSIONS

| TEES       | G   | H   | I   | J   | TEES          | G   | H   | I   | J   |
|------------|-----|-----|-----|-----|---------------|-----|-----|-----|-----|
| 6"x 6"x 6" | 12" | 24" | 24" | 18" | 12"x 12"x 6"  | 12" | 24" | 24" | 18" |
| 8"x 8"x 6" | "   | "   | "   | "   | 12"x 12"x 8"  | "   | "   | "   | 24" |
| 8"x 8"x 8" | "   | "   | "   | 24" | 12"x 12"x 12" | "   | 36" | "   | 36" |

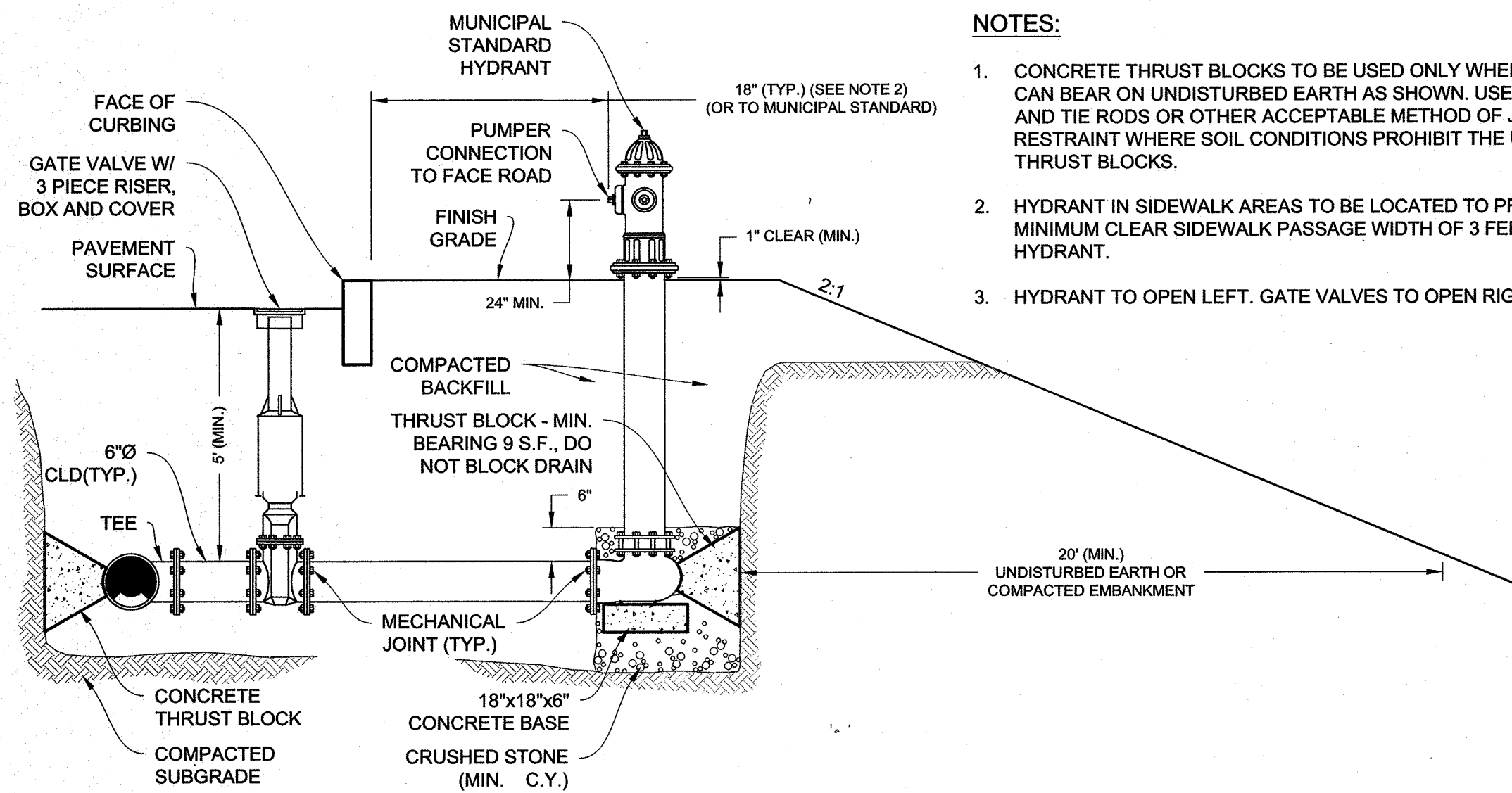
**TEES**



**NOTES:**

- PROVIDE BLOCKS FOR TAPPING SLEEVES, DEAD ENDS, GATE VALVES, AND VERTICAL BENDS (SAME SIZE AS REQUIRED FOR TEES). PROVIDE ANCHOR RODS AT VERTICAL BENDS AND GATE VALVES.
- CONCRETE SHALL NOT BE PLACED AGAINST PIPE BEYOND FITTING.
- CONCRETE SHALL BE 3000 PSI-TYPE I.

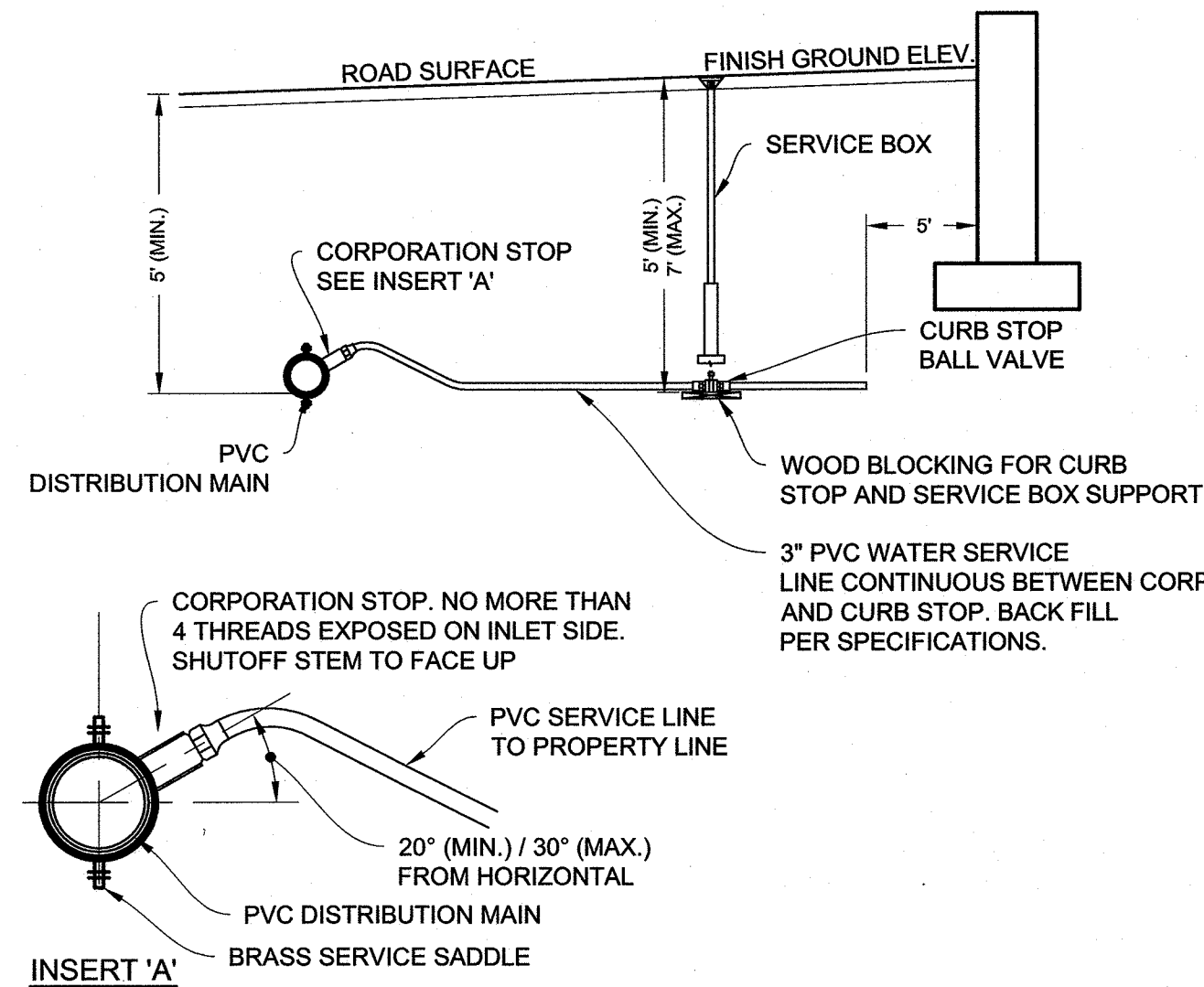
**2 CONCRETE THRUST BLOCK**  
NOT TO SCALE



**NOTES:**

- CONCRETE THRUST BLOCKS TO BE USED ONLY WHERE THEY CAN BEAR ON UNDISTURBED EARTH AS SHOWN. USE CLAMPS AND TIE RODS OR OTHER ACCEPTABLE METHOD OF JOINT RESTRAINT WHERE SOIL CONDITIONS PROHIBIT THE USE OF THRUST BLOCKS.
- HYDRANT IN SIDEWALK AREAS TO BE LOCATED TO PROVIDE MINIMUM CLEAR SIDEWALK PASSAGE WIDTH OF 3 FEET AT HYDRANT.
- HYDRANT TO OPEN LEFT. GATE VALVES TO OPEN RIGHT.

**3 HYDRANT CONNECTION**  
NOT TO SCALE



**4 WATER SERVICE INSTALLATION**  
NOT TO SCALE

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

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

**UTILITY DETAILS**

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

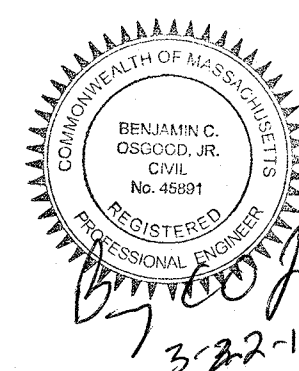
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| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | N.T.S.     |
| DRAWN BY      | CPH        |
| APPROVED BY   | BCO        |

**CS6051**

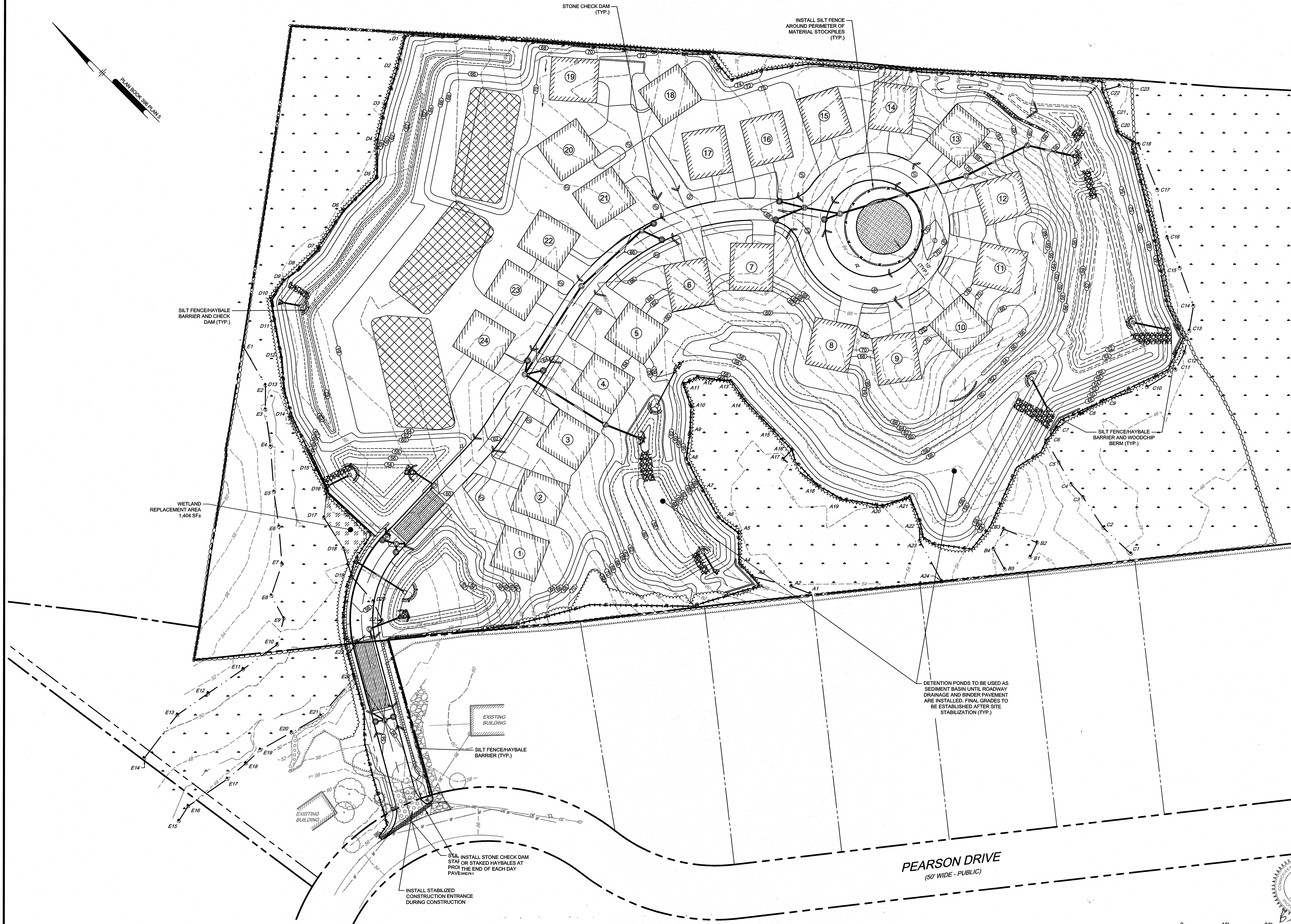
SHEET 16 OF 18



**NOT FOR CONSTRUCTION**



K:\PROJECTS\NEW GOODWIN ELECTRIC\15-1516\_Pearson Road - Byfield Estates.dwg PLOTTED: 3/22/2017 2:28 PM BY: Chris Hanson PLOT STYLE: TTI Env NCS.dwg PROJECT STATUS: —



**NOT FOR CONSTRUCTION**

**BYFIELD ESTATES**  
BYFIELD (NEWBURY), MA 01922  
ASSESSOR'S MAP R-20 LOT 75  
**EROSION AND SEDIMENTATION  
CONTROL PLAN**  
BYFIELD ESTATES, LLC  
2 DEARBORN WAY  
MIDDLETON MA 01948

| NO. | DATE | REVISIONS | BY |
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| PROJECT       | 15-1516    |
| DATE          | 2017-03-22 |
| DRAWING SCALE | 1"=40'     |
| DRAWN BY      | JRA        |
| APPROVED BY   | BCO        |

**CS8001**  
SHEET 17 OF 18

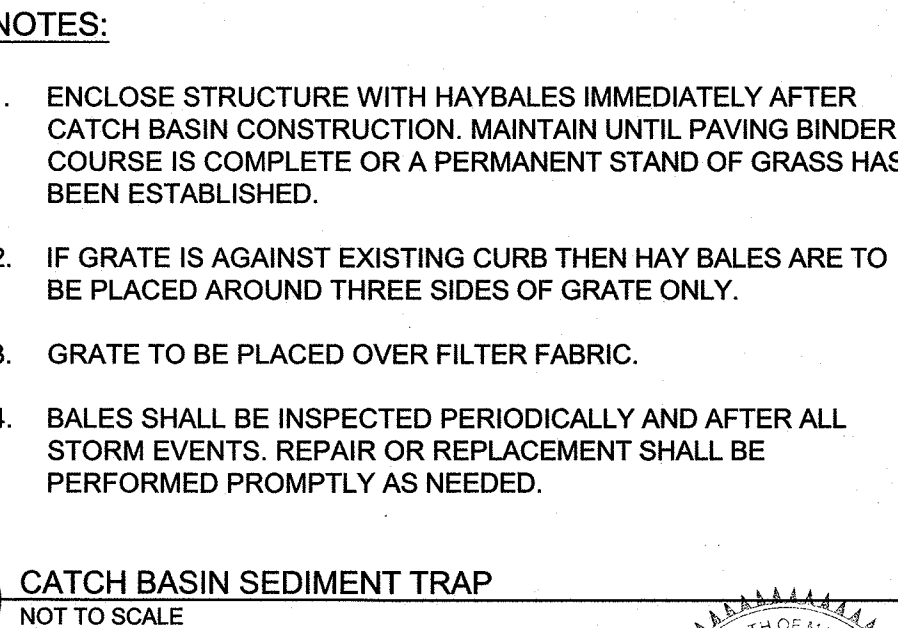
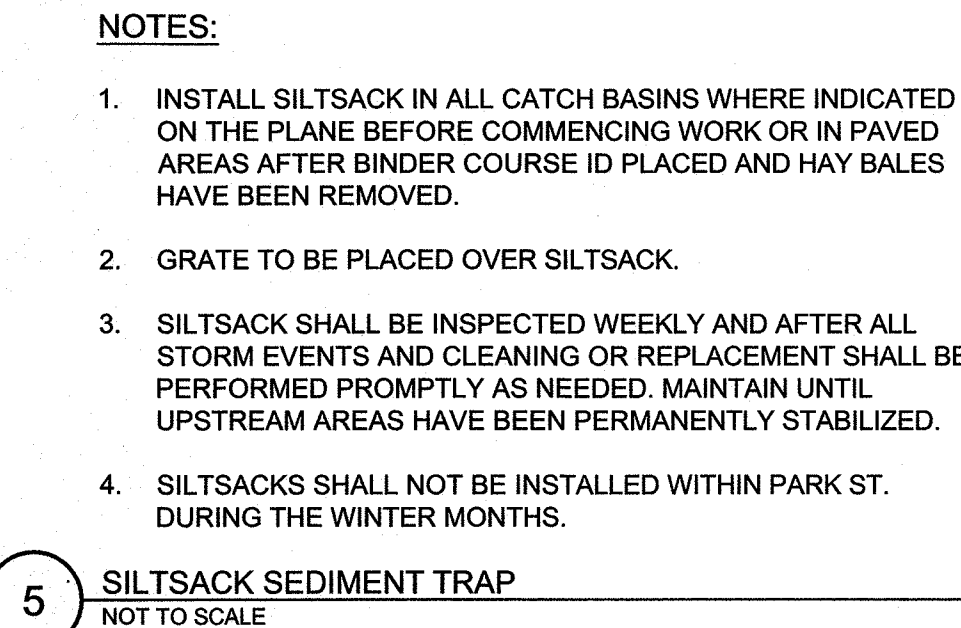
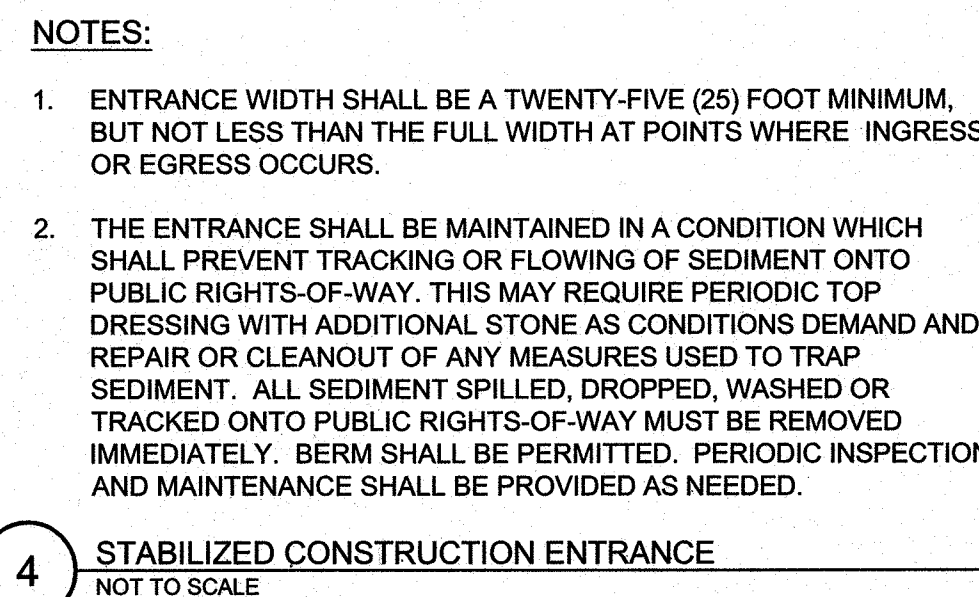
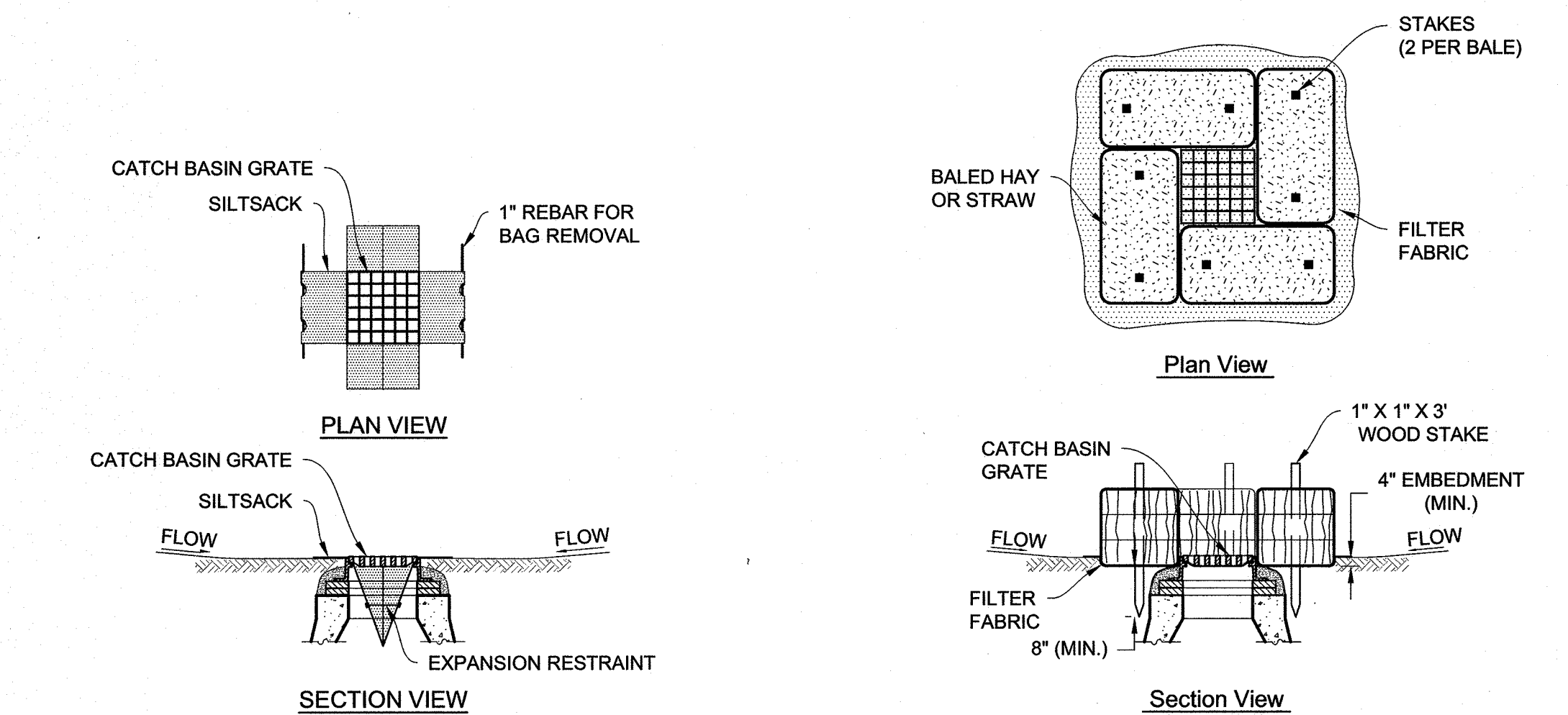


1. THE CONTRACTOR MUST INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS AND IN THE DETAILS PRIOR TO STARTING ANY OTHER WORK ON THE SITE. EROSION CONTROL MUST BE INSTALLED AT EVERY INLET STRUCTURE (EXISTING AND PROPOSED) AND MAINTAINED FOR THE DURATION OF THE PROJECT.
2. EROSION CONTROLS AS SHOWN ON PLANS SHALL BE INSPECTED, REPAIRED AND/OR MAINTAINED BY THE CONTRACTOR WEEKLY AND WITHIN 12 HOURS OF EACH STORM EVENT.
3. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH A DEPTH OF 6 INCHES.
4. SEDIMENT SHALL BE CONTAINED WITHIN THE CONSTRUCTION SITE, AWAY FROM DRAINAGE STRUCTURES.
5. STABILIZE SLOPES STEEPER THAN 3:1 (HORIZONTAL TO VERTICAL) WITH SEED, SECURED GEOTEXTILE FABRIC, OR ROCK RIP-RAP AS REQUIRED TO PREVENT EROSION DURING CONSTRUCTION.
6. CLEAN OUT ALL CATCH BASINS, DRAIN MANHOLES AND STORM DRAIN PIPES AFTER COMPLETION OF CONSTRUCTION.
7. LOAM AND SEED ALL DISTURBED AREAS.
8. UPON ESTABLISHMENT OF PERMANENT VEGETATION OVER DISTURBED AREAS, REMOVE AND DISPOSE OF HAYBALES, STAKES AND SILT FENCE.
9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN AND SUPPLEMENT THE SPECIFIED SEDIMENTATION CONTROLS AS NECESSARY TO PREVENT SEDIMENTATION OF OFF-SITE AREAS AND/OR ANY REGULATED RESOURCE AREAS. FAILURE BY THE CONTRACTOR TO CONTROL EROSION, POLLUTION AND/OR SILTATION SHALL BE CAUSE FOR THE OWNER TO EMPLOY OUTSIDE ASSISTANCE OR TO USE HIS OWN MEANS TO PROVIDE THE NECESSARY CORRECTIVE MEASURE. THE COST OF SUCH ASSISTANCE PLUS PROJECT ENGINEERING COSTS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
10. THE CONTRACTOR SHALL CHECK THE CONDITION OF EROSION CONTROLS DAILY TO KEEP THEM IN GOOD OPERATING CONDITION. EROSION CONTROLS SHALL ALSO BE INSPECTED, REPAIRED AND MAINTAINED BY THE CONTRACTOR WITHIN 12 HOURS OF ANY STORM EVENT PRODUCING 1/2 INCH OF RAINFALL OR MORE. EROSION CONTROLS SHALL BE REPLACED WHEN DETERIORATED, OR WHEN ORDERED BY THE ENGINEER. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH A DEPTH OF 6 INCHES.
11. IN ADDITION TO THOSE LOCATIONS SHOWN ON THIS PLAN AND ON THE GRADING AND DRAINAGE PLANS, EROSION CONTROLS SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS: TOE OF SLOPE OF EMBANKMENT CONSTRUCTION, TOE OF TEMPORARY EARTHWORK STOCKPILES.
12. EROSION AND SEDIMENTATION CONTROL SHALL BE IN COMPLIANCE WITH MASSACHUSETTS STORMWATER POLICY.

1. INSTALL EROSION AND SEDIMENT CONTROLS AS SHOWN ON PLAN.
2. COMMENCE CLEARING, GRUBBING AND EARTHWORK.
3. CUT AND DISPOSE OF ANY DEBRIS PRODUCED DURING EARTHWORK.
4. INSTALL SITE DRAINAGE AND UTILITIES.
5. STABILIZE SIDE SLOPES. SIDE SLOPES MUST BE FULLY STABILIZED BEFORE ANY STORMWATER DISCHARGE.
6. PERFORM EARTHWORK OPERATIONS. ALL CUT AND FILL SLOPES SHALL BE SEEDED AND MULCHED WITHIN 72 HOURS AFTER BEING CONSTRUCTED. TEMPORARY GRADED AREAS SHOULD BE STABILIZED WITH MULCH BY OCTOBER 1ST, SO AS NOT TO BE LEFT EXPOSED DURING WINTER CONDITIONS.
7. INSTALLATION OF UNDERGROUND UTILITIES AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT IN ACCORDANCE WITH THE PLANS. THE CONTROLS SHALL REMAIN UNTIL THE SITE IS SUFFICIENTLY STABILIZED. ALL PERMANENT STORMWATER MANAGEMENT MEASURES SHALL HAVE A HEALTHY STAND OF VEGETATION ESTABLISHED PRIOR TO DIRECTING RUNOFF INTO THEM.
8. AS THE BUILDING(S) ARE COMPLETED, ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 72 HOURS.
9. FINAL PAVING OF DRIVEWAYS.
10. INSPECT ALL SEDIMENT AND EROSION CONTROL MEASURES.
11. INSTALL SITE LANDSCAPING AND PERMANENT SEEDING OF ALL DISTURBED AREAS.
12. AFTER ALL SEEDED AREAS HAVE ESTABLISHED STABLE GROWTH, ALL TEMPORARY EROSION CONTROL CAN BE REMOVED.
13. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH ALL AUTHORITIES RESPONSIBLE FOR INSPECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED INSPECTION SIGN-OFFS.

1. THE CONTRACTOR IS TO INSTALL AND MAINTAIN DRAINAGE FACILITIES AS SHOWN ON PLAN (BY TTI ENVIRONMENTAL INC., DATED MARCH, 2017).
2. PRIOR TO CONSTRUCTION, ALL EROSION/SILTATION CONTROL DEVICES SHOWN ON ABOVE PLAN ARE TO BE INSTALLED. TO PREVENT SILT INTRUSION INTO THE DRAINAGE SYSTEM DURING CONSTRUCTION, THE CONTRACTOR IS TO INSTALL AND MAINTAIN INLET PROTECTION AT ALL CATCH BASINS, AND SET A SILT FENCE AND HAY BALES AT ALL SLOPES WHICH MAY ERODE IN THE DIRECTION OF ANY OPEN DRAINAGE FACILITIES. SUCH PREVENTIVE MEASURES ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
3. ALL CONSTRUCTION OF DRAINAGE FACILITIES IS TO BE INSPECTED BY TTI ENVIRONMENTAL INC. TO VERIFY CONFORMANCE TO THE DESIGN PLAN.
4. THE SEQUENCE OF DRAINAGE CONSTRUCTION SHALL BE AS FOLLOWS:
  - A. CLEAR, GRUB, EXCAVATE AREAS FOR DRAINAGE SYSTEMS.
  - B. TRENCH AND INSTALL PIPES, CATCH BASINS MANHOLES
  - C. INSTALL INLET PROTECTION.
5. EROSION CONTROLS ARE TO BE INSPECTED AND MAINTAINED ON A DAILY BASIS. UPON DISCOVERY OF SILT BUILD-UP IN ANY CATCH BASIN SUMPS, OR ANY OTHER STRUCTURES, THEY ARE TO BE CLEANED.
6. ALL EXPOSED SOILS SHALL BE IMMEDIATELY STABILIZED WITH A LAYER OF MULCH HAY OR JUTE BLANKETS-AS NEEDED FOR SLOPES STEEPER THAN 3:1.
7. UPON INSTALLATION OF CATCH BASINS, INLET PROTECTION-AS DESCRIBED ON SITE PLANS- SHALL BE INSTALLED AND MAINTAINED UNTIL READY FOR PAVING.
8. PRIOR TO CONSTRUCTION OF IMPERVIOUS AREAS, ALL DRAINAGE STRUCTURES AND PIPES SHALL BE INSTALLED AND INSPECTED FOR PROPER FUNCTION. 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.
9. AFTER PAVING IS INSTALLED, IT SHALL BE SWEEPED CLEAN ON A REGULAR BASIS.
10. THE ENTIRE DRAINAGE SYSTEM MUST BE VACUUMED OUT BEFORE THE ISSUANCE OF THE LAST CERTIFICATE OF OCCUPANCY.

1. INSPECTION OF ALL DRAINAGE FACILITIES (CATCH BASINS, PIPES AND DETENTION BASINS. EVERY THREE MONTHS. DURING THESE INSPECTIONS, THE INSPECTOR (A REGISTERED PROFESSIONAL CIVIL ENGINEER QUALIFIED IN DRAINAGE SYSTEMS AS DESIGNATED BY THE PROJECT ASSOCIATION) SHALL LOOK FOR EVIDENCE OF THE FOLLOWING: STRUCTURAL DAMAGE, SILT ACCUMULATION (NEAR INLET INVERTS ON CATCH BASINS, INFILTRATORS), AND IMPROPER FUNCTION. A REPORT ON THE SYSTEM SHALL BE DELIVERED TO THE PROJECT ASSOCIATION, WITH A COPY DELIVERED TO THE TOWN ENGINEER.
2. AFTER INSPECTION, IF ANY OF THE ABOVE CONDITIONS EXIST, THE INSPECTOR SHALL NOTIFY THE PROJECT ASSOCIATION. WHO SHALL IMMEDIATELY ARRANGE FOR ALL NECESSARY REPAIRS AND/OR SEDIMENT REMOVAL.
3. THE ROAD WAY IS TO BE SWEEPED CLEAN, AS REQUIRED (I.E., VISUALLY NOTICEABLE DEBRIS BUILD-UP). A MINIMUM OF ONCE PER YEAR.
4. ALL GRADED SLOPES SHALL BE INSPECTED EVERY SPRING FOR EROSION. UPON DISCOVERY OF ANY FAILURE (IE. EROSION), LOAM AND SEED SHALL BE PUT IN PLACE AND NURTURED.
5. DURING THE WINTER MONTHS, ALL SNOW IS TO BE STORED SUCH THAT SNOW MELT IS CONTROLLED WITHIN THE PAVED AREA AND ENTERS THE STORMWATER TREATMENT SYSTEM.



## ***Section 2.4 – Narrative to Accompany Documentation Regarding Site Characteristics/Constraints***

### ***55 Rear Pearson Drive***

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 and is owned by Jeffrey J. Smith and Michael S. McLaughlin. 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. 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.

According to the Massachusetts GIS Online Mapping (Oliver), the site does not fall within any Areas of Critical Environmental Concern (ACEC's), NHESP Priority Habitats or Rare Species, OR Wellhead Protection Districts (Zones I and II's). The GIS mapping indicates the presence of a potential vernal pool along the eastern boundary of the site.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 25009C0118G, dated July 16, 2014, the site is not located within a flood plain.





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

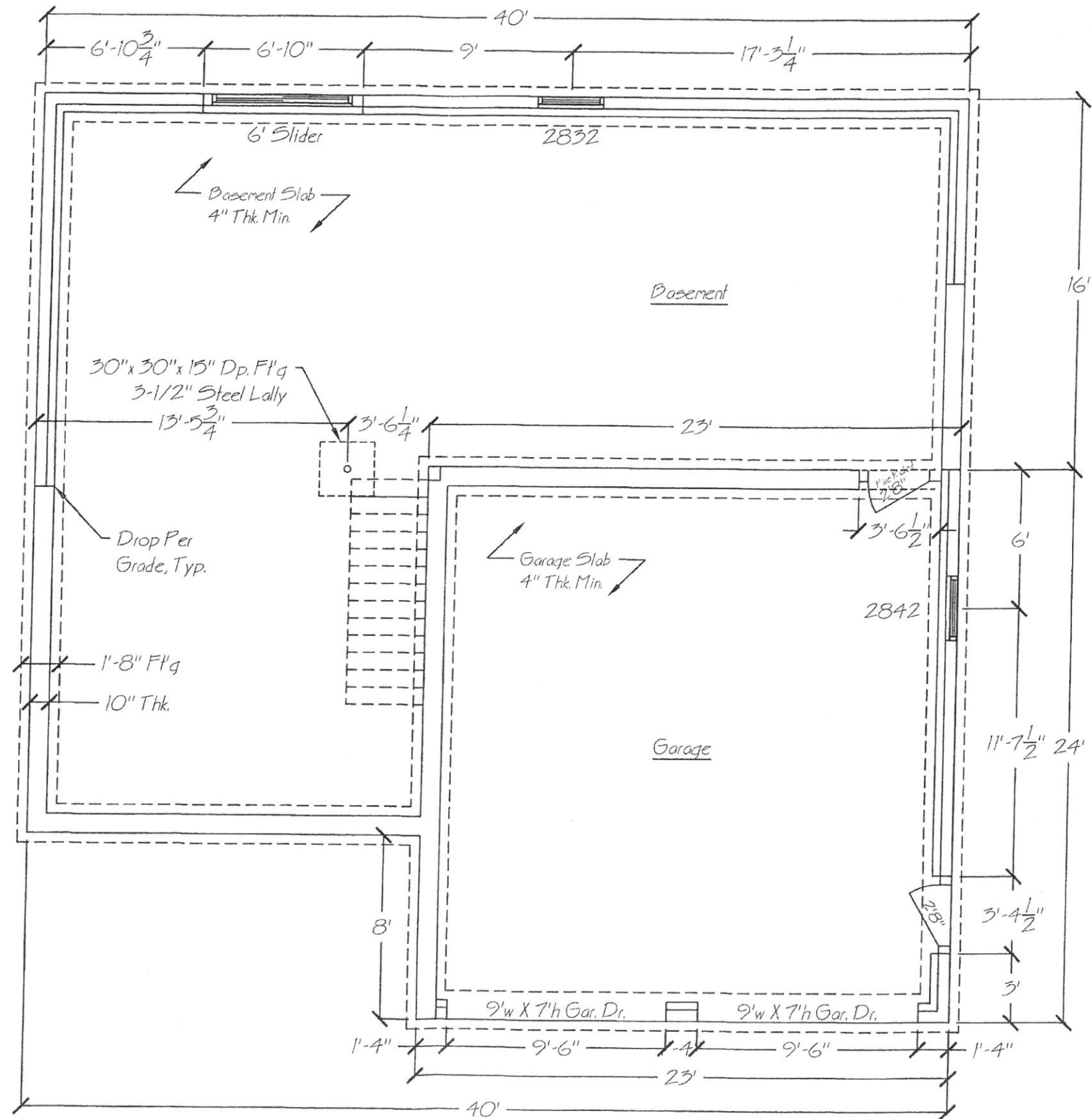
A-1

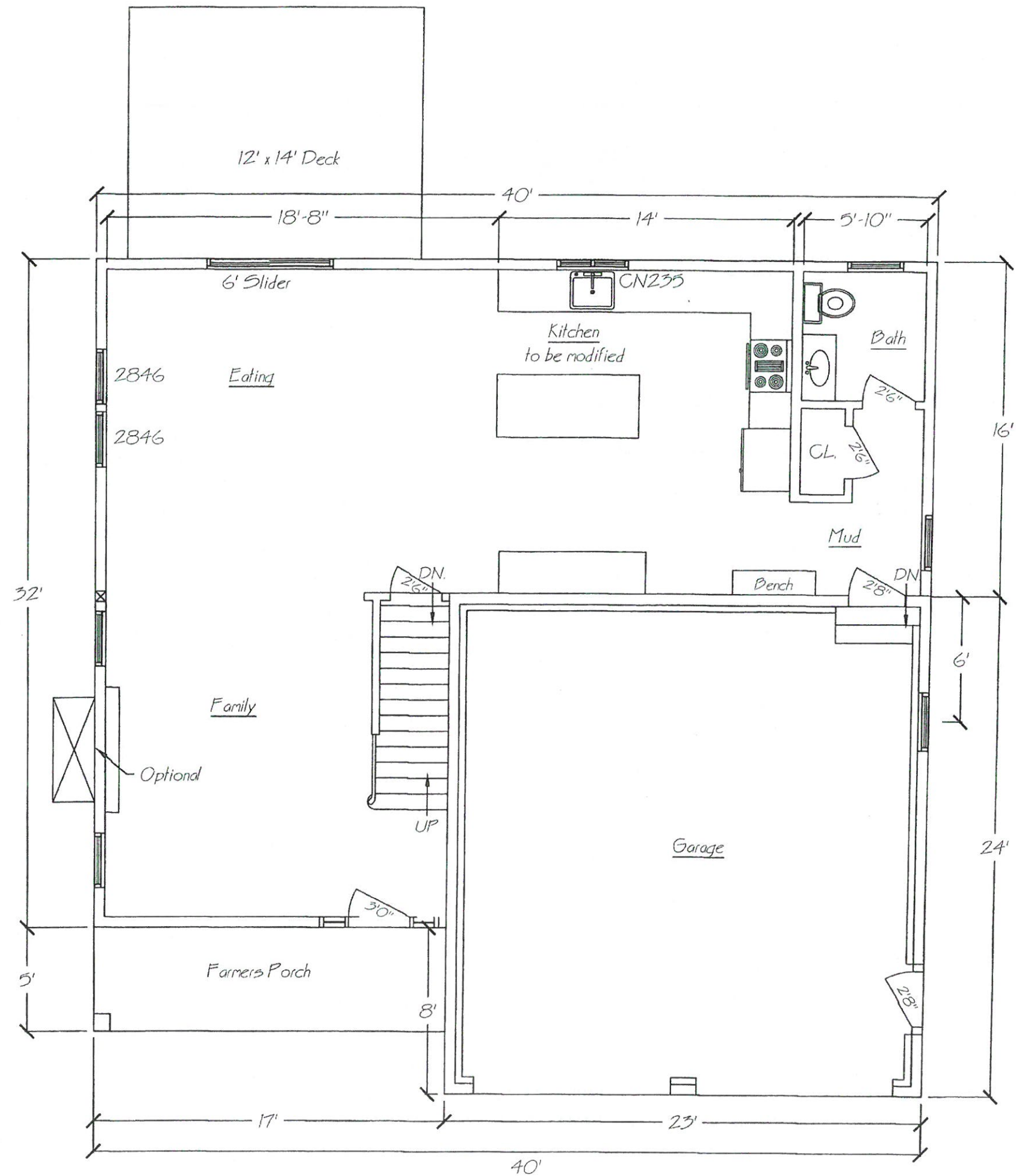
Project  
**BYFIELD ESTATES**  
 BYFIELD, MASSACHUSETTS  
 Drawing  
**3D ARCHITECTURAL RENDERINGS**

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



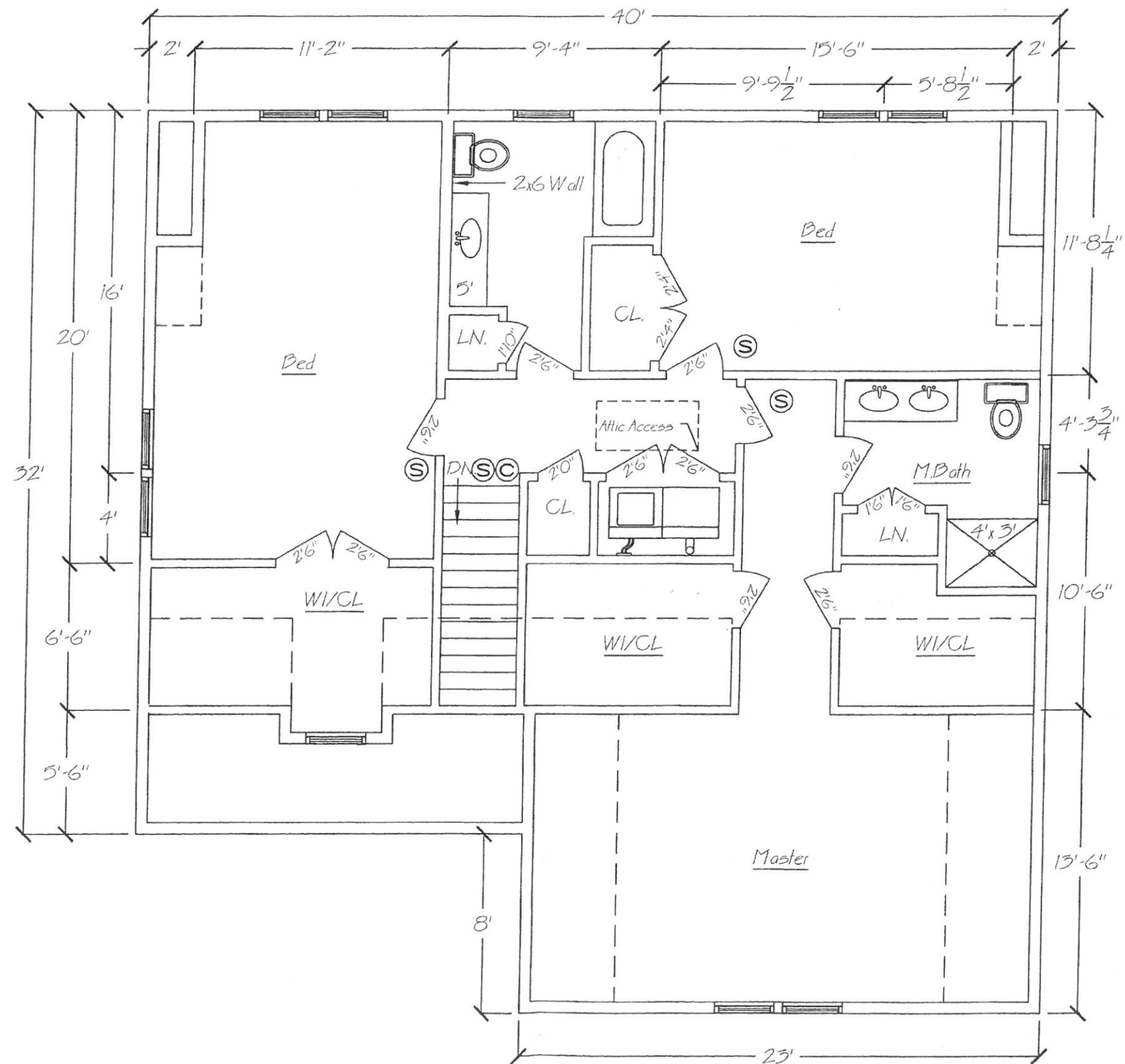






1st 912 sq. ft.  
2nd 1358 sq. ft.  
Total Liv. 2270 sq. ft.

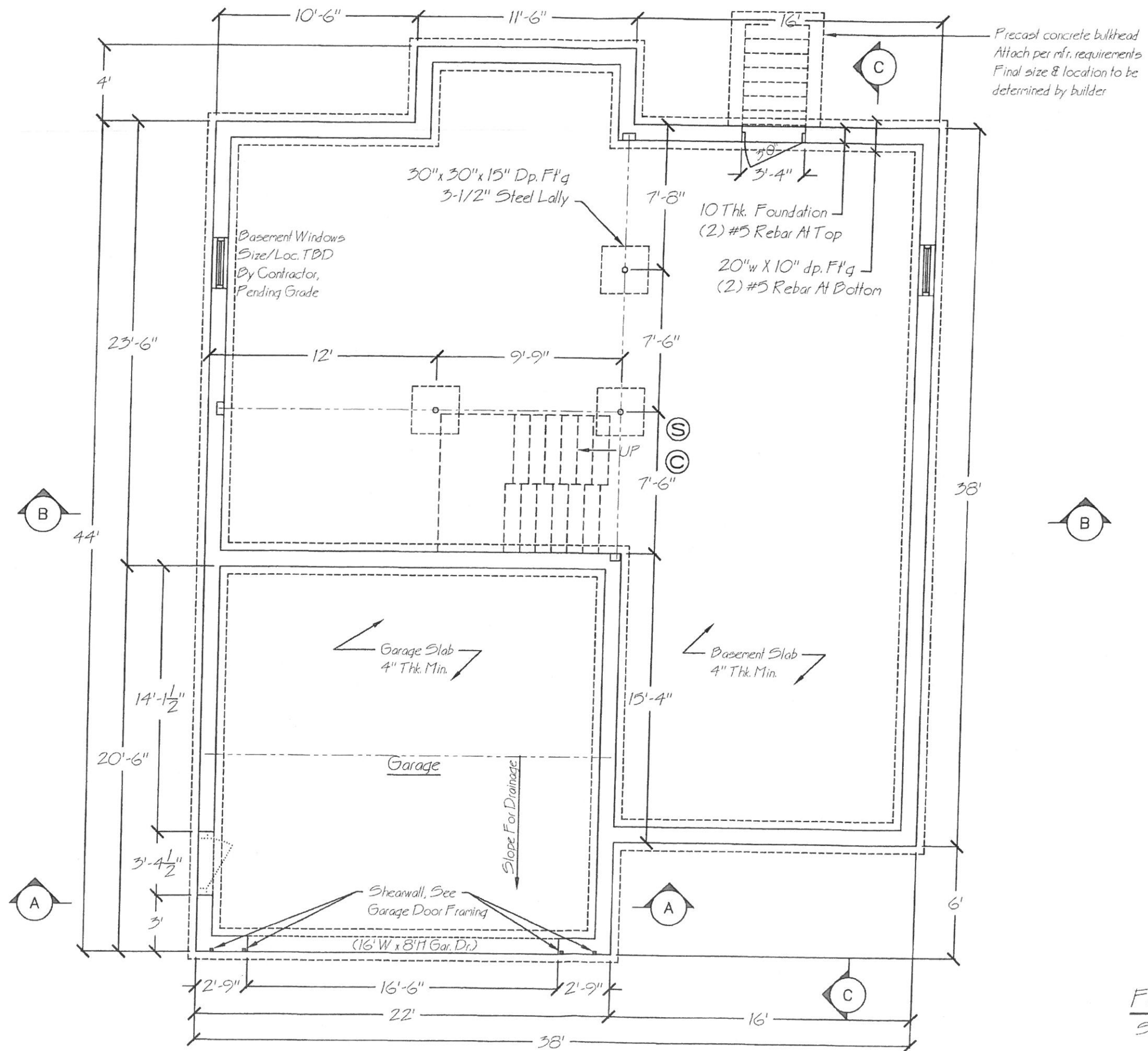
1st Floor Layout ④  
Scale: 3/16" = 1'0"



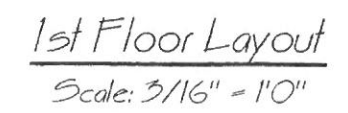
1358 sq. ft.

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

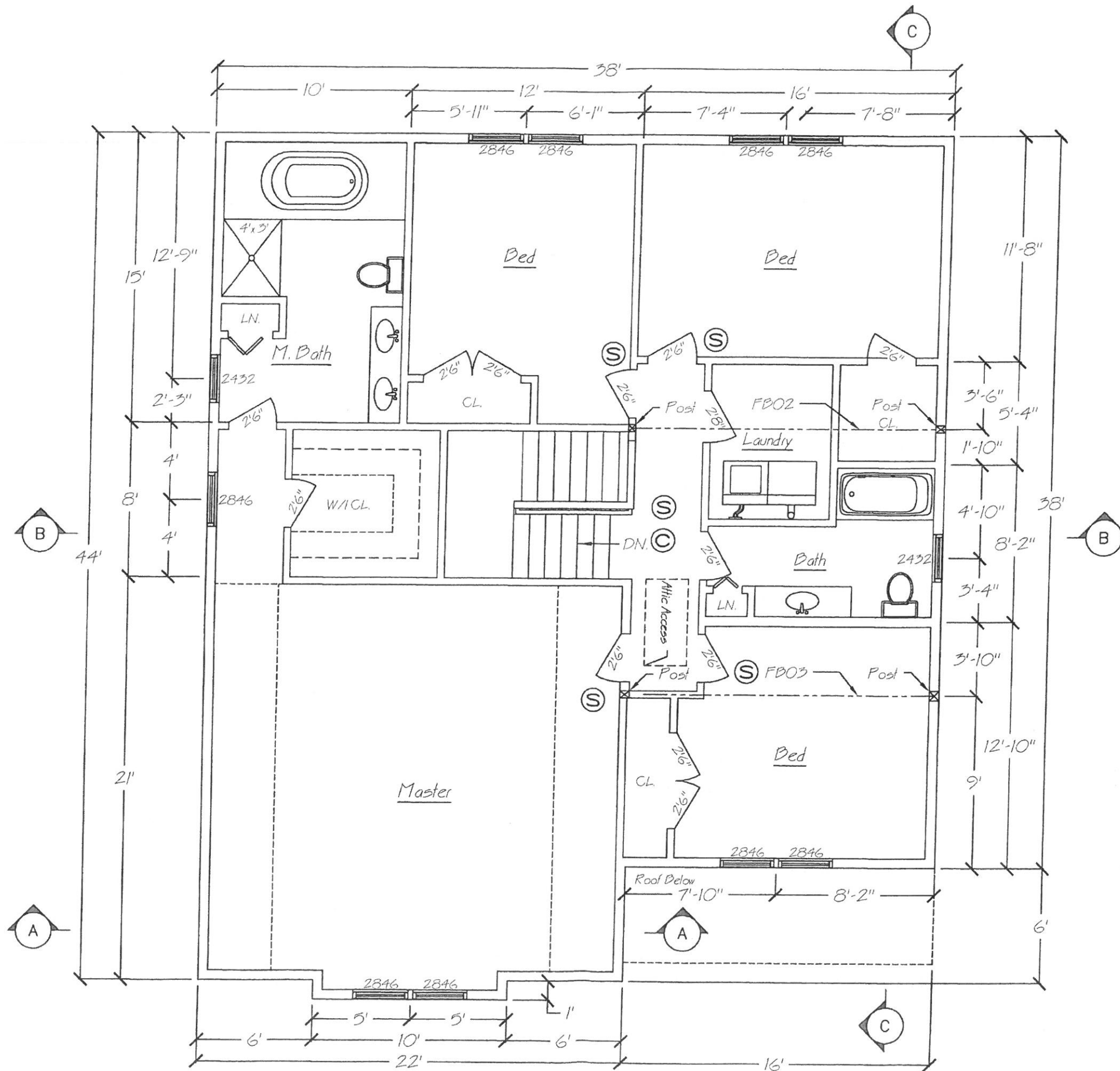




Foundation Plan ③  
Scale: 3/16" = 1'0"







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



# rha

13 April, 2017

**Re: Byfield Estates - Newbury, MA**

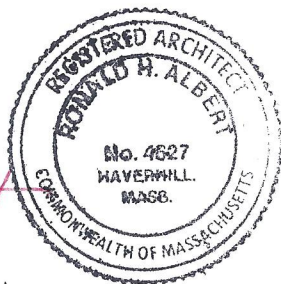
To Whom It May Concern,

Please be advised that the architectural drawing, A-1 3D Architectural Renderings, dated 11-1-16 for the Byfield Estates project, prepared by my office has been stamped with a current Massachusetts registration stamp #4627 from the Board of Architects, valid through 08/31/17.

We understand that the print quality of the 24" x 36" architectural drawing(s), as transferred electronically, may have obscured to lettering on the architectural stamp. We further attest to the above statements as to the validity of the stamp.

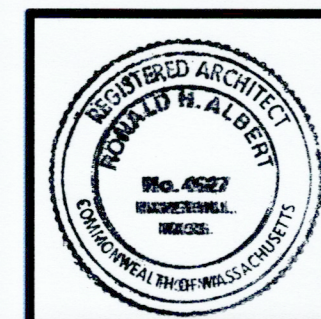
Our hope is that this letter will address any concerns.

Respectfully Submitted,



Ronald Henri Albert, AIA





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

A-1

*Ronald Henri Albert*

Project  
BYFIELD ESTATES  
  
BYFIELD, MASSACHUSETTS  
Drawing  
3D ARCHITECTURAL RENDERINGS

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



# BYFIELD ESTATES

| 24 UNITS | UNIT # | UNIT REFERENCE | BRs | BATHS | GROSS SF +/- |
|----------|--------|----------------|-----|-------|--------------|
|          | 1      | Afford: Type B | 4   | 2.5   | 2690         |
|          | 2      | Market: Type A | 3   | 2.5   | 2376         |
|          | 3      | Market: Type A | 3   | 2.5   | 2376         |
|          | 4      | Market: Type A | 3   | 2.5   | 2376         |
|          | 5      | Afford: Type A | 3   | 2.5   | 2376         |
|          | 6      | Market: Type A | 3   | 2.5   | 2376         |
|          | 7      | Market: Type B | 4   | 2.5   | 2690         |
|          | 8      | Market: Type A | 3   | 2.5   | 2376         |
|          | 9      | Afford: Type B | 4   | 2.5   | 2690         |
|          | 10     | Market: Type B | 4   | 2.5   | 2690         |
|          | 11     | Market: Type B | 4   | 2.5   | 2690         |
|          | 12     | Market: Type A | 3   | 2.5   | 2376         |
|          | 13     | Market: Type A | 3   | 2.5   | 2376         |
|          | 14     | Afford: Type A | 3   | 2.5   | 2376         |
|          | 15     | Market: Type A | 3   | 2.5   | 2376         |
|          | 16     | Market: Type A | 3   | 2.5   | 2376         |
|          | 17     | Market: Type A | 3   | 2.5   | 2376         |
|          | 18     | Market: Type B | 4   | 2.5   | 2690         |
|          | 19     | Afford: Type A | 3   | 2.5   | 2376         |
|          | 20     | Market: Type A | 3   | 2.5   | 2376         |
|          | 21     | Afford: Type A | 3   | 2.5   | 2376         |
|          | 22     | Market: Type B | 4   | 2.5   | 2690         |
|          | 23     | Market: Type B | 4   | 2.5   | 2690         |
|          | 24     | Market: Type B | 4   | 2.5   | 2690         |

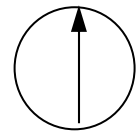
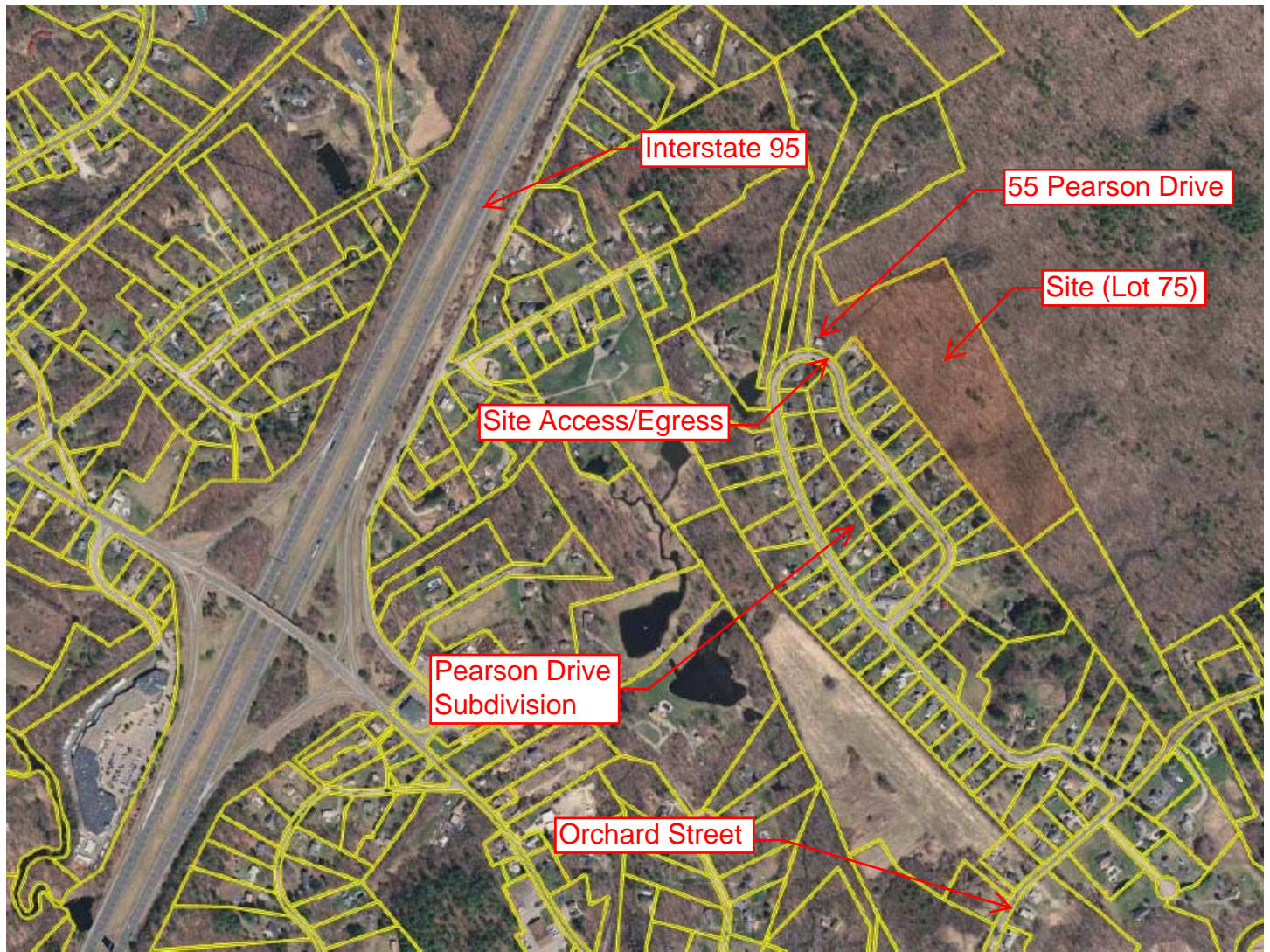
## Market Unit Types

|   |    |
|---|----|
| A | 11 |
| B | 7  |

## Affordable Unit Types

|   |   |
|---|---|
| A | 4 |
| B | 2 |

TOTAL 24



Source: MassGIS

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

**Site Aerial**  
55 Rear Pearson Drive  
Newbury, MA 01922

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

# Editorial: Region needs more housing, not more obstructionism

**Posted: Wednesday, October 21, 2015 2:00 am**

North of Boston planners met in Danvers last week for what amounted to a wake-up call, and it's not one that a lot of people want to hear.

To keep up with regional population growth, cities and towns need to create 330,000 housing units over the next 15 years. And the planners aren't talking about waterfront mansions for the well-to-do; they're talking about affordable housing that is accessible to people with more modest incomes.

So what's the problem? While most people believe themselves to be open-minded and welcoming, the fact is that almost everywhere in this region, when a new housing development is proposed, a group of residents fights relentlessly to keep the new people out.

Let us count the ways: They say there's too much traffic, too many units, poor drainage, it's not in line with the character of the town. If affordable housing is involved, you can add arguments about how — so sorry — there are few amenities, such as access to public transportation, that lower-income people would need, so they wouldn't be happy here, and it really wouldn't be appropriate. If family housing is needed, add the argument about the cost of schooling being a drain on taxpayers.

This happens in the region's cities as well as small towns, and it's turning into a major problem.

Andrew DeFranza, the director of Harborlight Community Partners, a nonprofit that creates and manages affordable housing, talked at the regional meeting about his agency's two-year struggle to create 60 units of affordable housing for seniors in Wenham.

They tried to do everything right — meeting with neighbors and then modifying the design and reducing the number of units slightly to accommodate their concerns. "We spent a ton of money and time to honor the community process," DeFranza told the planners.

After a seven-month permitting process, the plan was approved by the Zoning Board of Appeals. But now two lawsuits filed by neighbors — the nearest neighbor is almost 300 feet away — are delaying the development and jeopardizing Harborlight's financing for the project.

It's a story that's familiar to planners from the Merrimack Valley to the North Shore.

Another case in point: the development of the former St. Joseph Church property in Salem, originally planned to be a mixed-income development. Seven years later, after seemingly endless challenges, the

non-profit developer had lost its financing for moderate-income housing and had to switch to all low-income apartments. The delays harmed the project but didn't stop it.

And clearly, it filled a need. When a lottery was held to select tenants, there were 1,000 applicants for 51 affordable apartments.

What seems to be taking hold is an attitude that more housing is bad, when in fact, more housing is needed. As this region grows, there will absolutely be more traffic and more people. Smart zoning and planning can mitigate the bad effects and maximize the good ones, but there's no way that Essex County will be returning to the 1950s with sparsely developed areas and one car to a family.

Instead of standing in the way, trying to delay and harass any new development, we need to embrace growth and plan for it. That means working with developers to create better projects, rather than simply grumbling about changing times and trying to slam the community door shut on newcomers.

That's worth bearing in mind, too, as the region heads into municipal elections. Development is always on the agenda at the local level, but what we don't need are officials who simply buy into negativity. We need leaders who have a vision for their community that embraces everyone and who can work with planners, like those who met here last week, to plan intelligently for future growth.



# The Greater Boston Housing Report Card 2015

## The Housing Cost Conundrum

Barry Bluestone  
James Huessy  
Eleanor White  
Charles Eisenberg  
Tim Davis

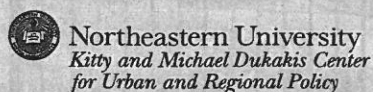
*with assistance from*  
William Reyelt

*Prepared by*

**The Kitty and Michael Dukakis Center  
for Urban and Regional Policy  
Northeastern University**  
*for*  
**The Boston Foundation**

*Edited by*

**Rebecca Koepnick  
Mary Jo Meisner  
Kathleen Clute  
The Boston Foundation**



November 2015

## Executive Summary

Fifteen years ago, the newly founded Center for Urban and Regional Policy at Northeastern University (now the Dukakis Center) published its first research on housing. Titled *A New Paradigm for Housing in Greater Boston*, it began with what would become prophetic words:

... prosperity brings its own challenges. None is more acute than the region's severe housing crisis. Vacancy rates are now so low that home prices and rents are being bid up substantially faster than most household incomes. As a result, many long-time residents of the region, in addition to many newcomers, are facing a severe affordability gap between their incomes and what they must pay to rent housing or purchase a home. Prices and rents are rising so quickly that not only are the poor in trouble, but an increasing number of working and lower middle income families worry that prosperity may price them out of the Boston housing market.

Those words written in 2000 are just as valid today in 2015.

The *New Paradigm* report analyzed the supply and demand gap for housing and concluded that Greater Boston would need to produce approximately 7,200 additional new units per year—a total of 36,000 units above current production levels—if supply were to match demand. Otherwise, prices and rents would continue to escalate faster than household and family incomes.

Beginning in 2002, The Boston Foundation asked the Center to produce an annual *Greater Boston Housing Report Card* (GBHRC) so that we could keep track of how well the region was doing at meeting this target. Ever since, with the full support of the Foundation, an annual report has been prepared. This is the 13th edition.

Our research has shown that in only one year since 2000 did the region come close to meeting the target set out in our first report. That was in 2005, when more

than 15,000 units of housing were permitted in a single year. The number permitted would drop to little more than 4,700 in 2009 before slowly recovering. The consequence, as we warned in that original report, would be rising home prices—only to be interrupted by the Great Recession—and rents that have increased nearly every year regardless of the state of the economy.

Why has housing supply not kept up with housing demand? This is the question we decided to finally tackle head-on in this edition of the *Greater Boston Housing Report Card* by undertaking an in-depth study of detailed housing cost data that we have collected from housing agencies and developers. The answer to our question is an unsettling one. *We have failed to meet housing production targets because there is no way to do so given the high cost of producing housing for working and middle-income households. In part, this is because of the extreme barriers to new construction, especially in the form of severely restrictive zoning at the local level across much of Massachusetts.* The cost of developing new housing requires a price point or rent beyond the pocketbooks of such households and therefore developers only produce such housing, in quite limited numbers, when they are required to do so by so-called “inclusionary zoning” regulations or when they are able to secure limited public funding and subsidies to support affordability. The very high cost of land and site preparation, major contributors to prohibitive total development costs, will not come down until zoning restrictions are relaxed.

The lack of new housing then drives up the price and rent on *all* housing as the number of housing units demanded far exceeds the number of total units on the market.

Solving this problem of insufficient housing supply will require a battery of new approaches to zoning and construction techniques—something that has eluded developers and policymakers alike. We suggest in these pages some new approaches to increase housing supply.

## The Current State of the Greater Boston Economy

What is compounding the housing crisis today is the strength of the Greater Boston economy, which is now attracting more young people to settle here given the attractiveness of the region's labor market. Over the past seven years, the Massachusetts economy has outperformed the national economy, often by a good deal, and this year is projected to grow at its fastest pace since the early 2000s. The result is that the state's unemployment rate is now below 5 percent for the first time in eight years. Between December 2009 and December 2014, employment in the five counties of Greater Boston (Essex, Middlesex, Norfolk, Plymouth, and Suffolk) has increased by more than 213,000. Nearly 100,000 of those new jobs were generated in the last two years. Those working here have to find a place to live, and this has driven demand for housing to new heights.

## Population Growth and Housing Production

With such strong employment growth, Greater Boston has been a magnet for population growth. Between 2010 and 2014, the five-county region added 67,000 households. Unfortunately, the number of housing units increased by only 15,000 during that period, despite the fact that 41,000 building permits were issued. Even if every one of those permits had resulted in a constructed unit, household growth would have exceeded housing production. In 2015, we project that nearly 12,800 building permits will be issued, the most since 2005. This should help boost the number of new housing units over the next few years. But it can hardly make up for the actual lack of production between 2010 and 2014. Demand for housing continues to outstrip supply by a fair margin.

The one really good piece of news we have to report on the housing front, besides the tick up in overall production, is that developers have read the tea leaves and now recognize the demographic shifts in the region. As such, we estimate that by the end of the year, more than two-thirds (68.2 percent) of the permits issued will be for multi-family developments with five or more units. Back in 2000, such developments

accounted for only a quarter of total permits while two-thirds were for the construction of single-family homes. We should add that there is also some good news on the Chapter 40R front. As of this year, an additional 370 units of new housing, virtually all of it in multi-unit developments, were completed under this 10-year-old Smart Growth Zoning and Housing Production statute.

## Home Sales and Prices

With the increase in the number of households, sales of existing homes as well as new ones increased to more than 30,000 in the region in 2015, somewhat higher than in the previous three years and one-third higher (32.8 percent) than in 2011. Condo sales have been relatively stable over the same three-year period, but up by 39 percent since 2011.

But with the shortfall in production, the increase in home sales could only be accomplished through reduced vacancy rates and indeed this is what occurred. In 2010, the homeowner vacancy rate in Greater Boston was just 1.2 percent, less than half the U.S. average for metro regions. But by 2014, it was down to just 0.8 percent and would fall to 0.7 percent in 2015. Such a "hot" market is a seller's market, where those who are selling homes or offering them for rent can boost their asking prices and households who want to live here are forced to pay them.

With such low vacancy rates, prices had to rise and they did. Between 2010 and 2014, the median price of a single-family home in the region increased by 12 percent—from \$354,207 to \$395,740. By the middle of 2015, the median price exceeded \$405,000. Over the longer period, 2000–2014, the median price of a single-family home in Greater Boston soared by 52 percent while the nominal growth of homeowner household income rose by just 34 percent. As such, today 38.4 percent of owner-occupied households are paying more than 30 percent of their gross income for housing (the federal standard for affordability) compared with just 26.7 percent in 2000.

Not all municipalities experienced such an escalation in home prices, but some have exceeded it by a wide margin. Wealthier communities like Belmont, Wellesley, Concord, Lexington, Newton, Brookline, downtown Boston, and Cambridge had single-family



prices that have skyrocketed since the end of the last housing bubble in 2005. Today, median home prices in Wellesley are 24 percent higher than in 2005; Newton's prices are 47 percent higher; and downtown Boston's have increased by 76 percent over the previous peak. Cambridge set a new record with single-family prices now averaging more than twice what they were in 2005.

## Condo and Triple Decker Prices

The demographic shift toward both aging baby boom empty nesters and a new crop of millennials has changed the nature of housing demand. These growing demographic groups are seeking smaller housing units, often in multi-family developments. As such, the demand for condominiums has soared so much that the median price of a condo unit in Greater Boston today is \$401,398—only 1 percent below the median single-family sales price. As late as 2000, the typical condo sold for just 68 percent of the typical single-family home.

What has really exploded in price are the iconic “triple-deckers” in Greater Boston. Built for the most part between 1870 and 1920 when massive immigration tripled the city's population, the median price of a single unit in a triple-decker was \$244,172 in 2009. By mid-2015, the median sales price had shot up to \$477,057—an increase of 95 percent in the span of just six years. The demand for units in such buildings—driven in large part by undergraduate and graduate students, medical interns and residents and other young professionals who can pair up, triple up, and quadruple up to pay mushrooming rents—has made such housing an investment bonanza. Rental-unit vacancy rates have fallen to 2.6 percent in Greater Boston, less than half the 5.5 percent that research shows is needed to stabilize rents so they rise no faster than normal inflation. Landlords compete aggressively to purchase such buildings and in doing so have pushed prices up to astounding levels.

## Rents

With such a decline in rental vacancy rates, rents have continued to spiral upward. By the second quarter of 2015, the average monthly rent for a two-bedroom apartment had reached \$2,602, up 42 percent from the

last quarter of 2009. At this rent, a household spends \$31,224 per year in rent. Not surprisingly, slightly more than half of all renter households (50.6 percent) now pay more than 30 percent of their gross income on rent while more than a quarter of such households (26.4 percent) are forced to pay more than half their income for shelter.

## Foreclosures

Finally, despite the strong improvement in the regional economy, foreclosure activity is on the rise again as banks and mortgage companies accelerate the pace of getting these properties off their books. Between 2013 and 2015, foreclosure petitions that begin the foreclosure process nearly doubled in Greater Boston from 1,682 in 2013 to 3,154 in 2015. Completed foreclosure deeds are up over the same period from 737 to 1,112. The number of foreclosure petitions and deeds is a fraction of what they were between 2006 and 2012, but the new trend foretells some more stress, particularly in low-income communities.

## The Cost of New Housing Development

During the past summer, the Dukakis Center staff worked with housing agencies, as well as for-profit and nonprofit developers, to generate a new database including 115 new rental housing development projects. These are located in both urban and suburban municipalities in Massachusetts and other states. We collected data on the size of each project and the individual components of housing cost, including the costs of land acquisition, site preparation, construction, soft costs including legal and accounting fees, project financing, and developer fees. We focused our attention on low-rise and town house multi-family developments rather than luxury high-rises.

What we found is that across Massachusetts, the total development cost per square foot for urban housing projects completed between 2004 and 2008 averaged nearly \$242. That meant total development costs would amount to more than \$387,000 for a family-sized unit of 1,600 square feet. By 2011 to 2015, the cost of that same unit had increased to nearly \$274 per square foot, or more than \$438,000. For a new rental unit of

this size, monthly rent would amount \$3,215 in order to cover development costs, taxes, insurance, utilities, and maintenance.

Can a Boston family afford this typical unit? The answer is clearly no. The median income of households in Greater Boston was \$73,935 in 2013. To afford that \$3,215 per month payment, such a household would need to spend 52 percent of its gross income for shelter alone. Even if the family downsized to a 1,200-foot unit, at current development and operating costs it would need to spend \$2,544 per month on rent, or 41 percent of its income. Because of the exorbitant cost of development relative to household income, developers have been unable to produce housing for most working and middle-income families. And because demand exceeds supply for existing housing, prices and rents continue to surge beyond the simple increase in cost. *As such, under current conditions it is virtually impossible for supply to match demand and therefore the vicious cycle of price appreciation and rent escalation in Greater Boston is fundamentally unmanageable under current economic and political conditions.*

What is driving the high cost of housing development? Of the average \$274 per-square-foot cost of urban projects in Massachusetts, \$159 is devoted to construction. This amounts to 58 percent of total development costs. Land acquisition is the second biggest cost component at nearly \$41 per square foot. For a 2,000-square-foot unit, the cost of urban land is now close to \$66,000. Site preparation costs add another \$29 per square foot so that land acquisition and site preparation together account for \$70 per square foot with developer fees, on average, of \$19 and financing fees of \$17.

Suburban projects in the Commonwealth are no longer much cheaper to build as the cost of acquiring land, preparing the site, and building the housing has soared. Today, the cost of building in Massachusetts suburbs is \$262 per square foot, only 4 percent less than in cities. Back in 2004–2008, the suburban “discount” was 17 percent.

We were somewhat surprised to find that nonprofit developments were more expensive to build than for-profit projects. A large part of this difference is due to the fact that nonprofit developments tend to be smaller undertakings that lack some of the economies of scale of the larger projects built by for-profit companies.

Indeed, our analysis suggests that developments with fewer than 30 units cost, on average, in excess of \$263 per square foot to build while large projects with 151 units or more cost “only” \$164 per square foot. *Clearly, making it possible to build much larger housing projects could reduce the cost of development significantly.*

Suburban housing projects in Massachusetts continue to be more expensive to develop than similar projects in other states with a cost differential of more than 20 percent. On the other hand, while out-of-state urban projects in the early part of last decade tended to be much less expensive than those in the Commonwealth (\$158 vs. \$242 per square foot), the cost of developing out-of-state urban housing projects has nearly caught up with the cost here. The cost differential today is less than 2 percent—mainly because of soaring urban construction and land acquisition costs in other states.

What makes development so expensive? Here are the factors we found to be most important:

- Land costs are very high in desirable places to work and live
- Few want to reduce the quality of the housing units produced
- We have a strong focus on preserving “community character,” which means little or no new construction and a limit on the size and density of developments under current zoning regulations
- We favor strong government regulations for rental housing, especially for low-income families, the elderly, and the disabled and this drives up the cost of construction
- Strong public support for “green” construction drives up current costs even as they may reduce long-term expenses.

For all these reasons, the cost of developing new housing for working and middle-income households has become prohibitive in Massachusetts. Radical remedies will be needed to overcome the barriers to housing production or supply will continue to fall behind demand and prices and rents will continue to escalate.

## Public Policy and Public Spending on Housing in the Commonwealth

The Commonwealth has been a leader in the initiation of public programs to encourage the production of affordable housing. Massachusetts Chapter 13A provides an analogue to the Federal Section 236 interest subsidy program, and the Massachusetts Rental Voucher Program (MRVP) adds to the assistance already provided to low-income families by the Federal Section 8 rental subsidy. The state has a Low-Income Housing Tax Credit (LIHTC) and a Historic Tax Credit, which help subsidize the production of housing for low- and moderate-income households. Other programs are administered by a battery of quasi-public agencies including MassHousing, the Community Economic Development Assistance Corporation (CEDAC), the Massachusetts Housing Partnership and MassDevelopment. It has implemented both Chapter 40B and 40R to address zoning restrictions in local municipalities. All of this has helped meet the housing needs of families who cannot afford market prices and rents.

Public spending from the state treasury for housing program operating funds (in inflation-adjusted dollars) has risen over the past few years from \$123.7 million in FY2010 to \$182.5 million in FY2016, but it still falls well behind what the Commonwealth was spending on housing in the late 1980s and early 1990s when annual outlays exceeded \$300 million.

Federal funding for Massachusetts housing programs peaked in 2011 once economic recovery funds dried up following the Great Recession. Today, federal aid to Massachusetts housing programs amounts to \$483.2 million, down from \$853.9 million five years ago. Altogether, state plus federal housing expenditures have shrunk from \$1.14 billion in FY2011 to \$875 million in FY2016. This does not bode well for the production of low- and moderate-income housing or rental subsidies. With the price of housing rising due to supply constraints, the need for rental subsidies and public housing is greater than ever.

## What Is To Be Done?

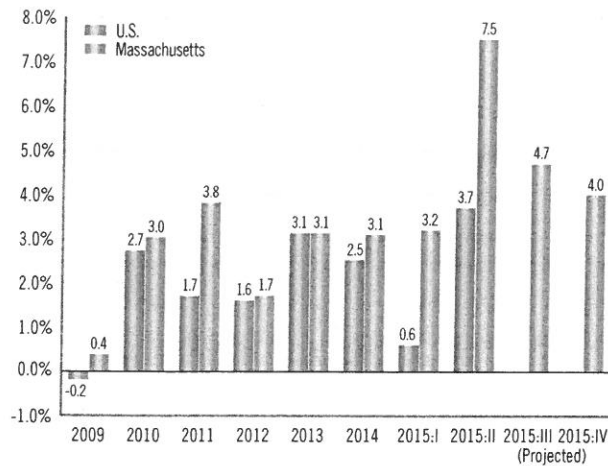
In order to reverse the trend toward soaring development costs, constrained housing supply, rising home prices, and soaring condo prices and rents in Greater Boston, we have suggested the following steps:

1. Encourage larger housing projects to take advantage of economies of scale in construction
2. Encourage zoning for multi-family housing at higher density
3. Create incentives for communities, housing authorities, nonprofit organizations and businesses to donate land for affordable and mixed-income housing
4. Push for local zoning reform more forcefully
5. Encourage innovation in the design of more efficient housing units and buildings including such projects as the *Millennial Village* for young professionals in order to reduce price pressure on the older housing stock
6. Create incentives for the production of more affordable modular housing
7. Encourage labor agreements for affordable and mixed-income housing
8. Encourage the appropriation of more public funding for affordable housing developments

Only by taking aggressive action now to find innovative solutions to the high cost of housing development can Greater Boston bring supply into accord with demand and thereby slow the increase in housing costs. Until then, housing will become more and more unaffordable for all but the wealthy.

FIGURE 1.1

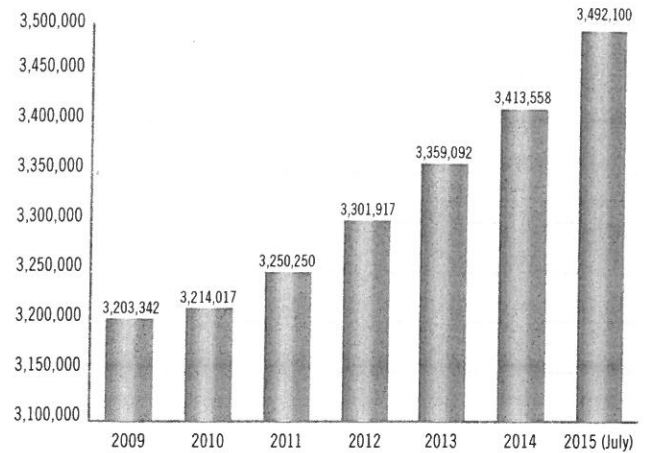
### Growth in Real Output Massachusetts vs. U.S. 2009–2015 (Projected)



Source: Mass Benchmarks; World Bank

FIGURE 1.2

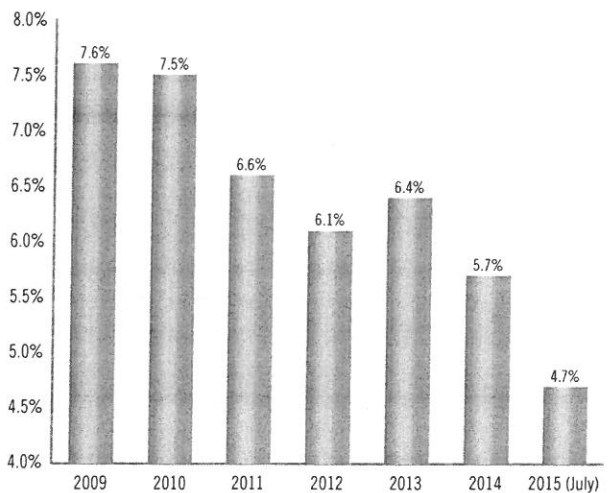
### Total Non-Farm Employment: Seasonally Adjusted Massachusetts 2009–2015 (July)



Source: U.S. Bureau of Labor Statistics

FIGURE 1.3

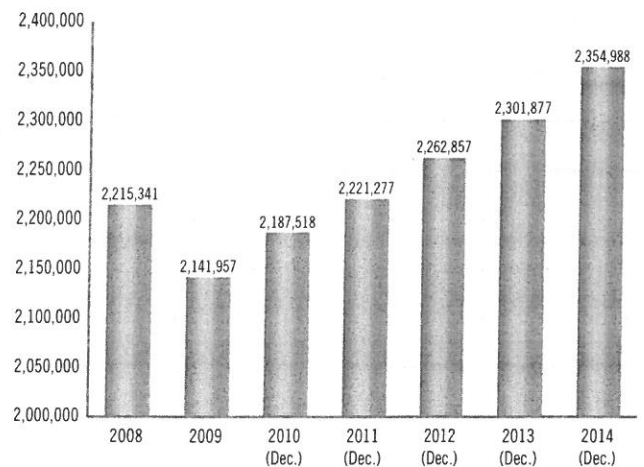
### Massachusetts Civilian Unemployment Rate 2009–2015 (July)



Source: U.S. Bureau of Labor Statistics

FIGURE 1.4

### Five-County Greater Boston Total Non-Farm Employment 2008–2014 (December)



Source: U.S. Bureau of Labor Statistics

but a solid increase in employment and earnings—each of which normally translates into increased demand for housing.

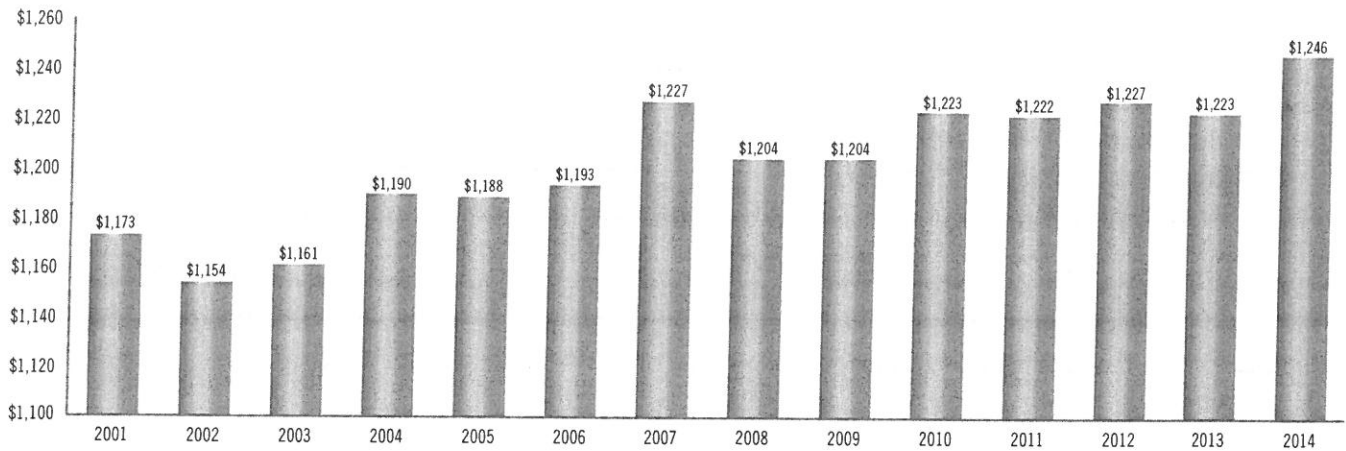
**Figure 1.2** reveals just how fast employment has been growing in the Commonwealth since the end of the Great Recession. The number of total non-farm jobs

in Massachusetts has increased by more than a quarter of a million—289,000—since 2009, an increase of 9 percent. In the past year alone, employment expanded by more than 78,000, the largest one-year increase since at least 2009.<sup>2</sup> Only one year (2000) has exceeded this record of one-year job growth in the last quarter of a century.



FIGURE 1.5

### Real Average Weekly Wage, Private Industry, Massachusetts 2001–2014 (Real 2014 \$)



Source: Massachusetts Department of Labor and Workforce Development – ES202 Data

As a result of the strong growth in employment, the state's unemployment rate in July of this year fell to 4.7 percent, as **Figure 1.3** demonstrates. This was the lowest jobless rate since January 2008.<sup>3</sup> Such a strong labor market has attracted people to move to Massachusetts, increasing the demand for housing.

What is true of Massachusetts is especially true of the Greater Boston region comprised of Essex, Middlesex, Norfolk, Plymouth, and Suffolk counties. As **Figure 1.4** reveals, employment in the region has continued to grow each year. Between the end of 2010 and end of 2014, total non-farm employment expanded by nearly 167,500. As such, nearly 80 percent of the growth in total Massachusetts employment over this period occurred in Greater Boston.<sup>4</sup>

Population growth was even more concentrated in Greater Boston between 2010 and 2014, when the five-county region gained 171,900 residents, compared to 197,780 statewide. Nearly 87 percent of the growth in the state's population occurred within the five counties of Essex, Middlesex, Norfolk, Plymouth, and Suffolk out of the 14 counties in the Commonwealth.<sup>5</sup>

Last year (2014) also saw the first significant increase in real average weekly wages in the Massachusetts private sector since 2010. After controlling for inflation,

weekly wages were up by nearly \$1,200 per year (see **Figure 1.5**). With more money in renters' and homeowners' pockets, landlords and developers could demand higher rents and prices and find households willing to pay. Still, it is important to recognize that real wages in 2014 were only 1.5 percent higher than in 2007, a trivial increase relative to the appreciation in housing costs and rents.<sup>6</sup>

TABLE 1.1  
Demographic Profile of the Five-County Greater Boston Region

|  | 1990      | 2000      | 2010      | 2014      | Percent Change |           |           |
|--|-----------|-----------|-----------|-----------|----------------|-----------|-----------|
|  |           |           |           |           | 1990–2000      | 2000–2010 | 2010–2014 |
| Total Population                               | 3,783,817 | 4,001,752 | 4,134,036 | 4,305,935 | 5.8%           | 3.3%      | 4.3%      |
| <b>Age</b>                                     |           |           |           |           |                |           |           |
| Percent 0–24                                   | 33.7%     | 32.5%     | 32.0%     | 30.9%     | –1.3%          | –1.4%     | –3.4%     |
| Percent 25–44                                  | 34.7%     | 32.6%     | 27.7%     | 27.7%     | –2.1%          | –14.9%    | 0.0%      |
| Percent 45–64                                  | 18.7%     | 22.1%     | 27.1%     | 27.2%     | 3.4%           | 22.4%     | 0.5%      |
| Percent 65 and Older                           | 12.8%     | 12.8%     | 13.2%     | 14.3%     | 0.0%           | 2.9%      | 8.6%      |
| Median Age <sup>a</sup>                        | 33.4      | 36.1      | 38.3      | 38.6      | 8.2%           | 6.1%      | 0.8%      |
| <b>Household Size</b>                          |           |           |           |           |                |           |           |
| Number of Households                           | 1,412,190 | 1,532,549 | 1,598,451 | 1,665,400 | 8.5%           | 4.3%      | 4.2%      |
| Average Household Size                         | 2.61      | 2.54      | 2.48      | 2.49      | –2.6%          | –2.4%     | 0.4%      |
| Average Household Size, Owner-Occupied Units   | 2.86      | 2.75      | 2.70      | 2.73      | –3.9%          | –1.7%     | 1.0%      |
| Average Household Size, Renter-Occupied Units  | 2.22      | 2.16      | 2.18      | 2.21      | –2.5%          | 0.7%      | 1.5%      |
| Percent of Households with One Person          | 26.4%     | 28.2%     | 28.9%     | 29.1%     | 1.9%           | 2.4%      | 0.6%      |
| <b>Race/Ethnicity</b>                          |           |           |           |           |                |           |           |
| Percent White                                  | 88.1%     | 82.0%     | 77.2%     | 75.6%     | –6.1%          | –5.8%     | –2.1%     |
| Percent Black                                  | 6.2%      | 6.6%      | 7.9%      | 8.4%      | 0.4%           | 19.9%     | 6.3%      |
| Percent Asian                                  | 3.1%      | 4.9%      | 6.9%      | 7.9%      | 1.9%           | 40.2%     | 14.5%     |
| Percent Hispanic (Any Race)                    | 4.9%      | 6.9%      | 9.7%      | 11.0%     | 2.0%           | 40.1%     | 13.4%     |
| <b>Household Composition</b>                   |           |           |           |           |                |           |           |
| Percent Owner-Occupied                         | 57.5%     | 59.8%     | 60.3%     | 60.0%     | 2.3%           | 0.8%      | –0.5%     |
| Percent Renter-Occupied                        | 42.5%     | 40.2%     | 39.7%     | 40.0%     | –2.2%          | –1.3%     | 0.8%      |
| Number of Owner-Occupied                       | 812,660   | 916,659   | 963,866   | 964,981   | 12.8%          | 5.1%      | 0.1%      |
| Number of Renter Occupied                      | 599,530   | 616,160   | 634,585   | 627,445   | 2.8%           | 3.0%      | –1.1%     |
| <b>Household Income</b>                        |           |           |           |           |                |           |           |
| Median Household Income (Nominal) <sup>a</sup> | \$40,165  | \$55,109  | \$68,802  | \$73,935  | 37.2%          | 24.8%     | 7.5%      |
| Median Household Income (2010 \$) <sup>a</sup> | \$67,010  | \$69,784  | \$68,802  | \$69,206  | 4.1%           | –1.4%     | 0.6%      |
| Median Homeowner Income (Nominal) <sup>a</sup> | \$51,682  | \$71,437  | \$93,484  | \$99,891  | 38.2%          | 30.9%     | 6.9%      |
| Median Homeowner Income (2010 \$) <sup>a</sup> | \$86,225  | \$90,460  | \$93,484  | \$93,502  | 4.9%           | 3.3%      | 0.0%      |
| Median Renter Income (Nominal) <sup>a</sup>    | \$26,245  | \$34,204  | \$39,208  | \$42,075  | 30.3%          | 14.6%     | 7.3%      |
| Median Renter Income (2010 \$) <sup>a</sup>    | \$46,979  | \$46,723  | \$39,208  | \$39,384  | –0.5%          | –16.1%    | 0.4%      |

Note (a) These are averages (weighted according to the proper unit of analysis) of the median statistics in Essex, Middlesex, Norfolk, Plymouth and Suffolk counties.

Sources: U.S. Census Bureau, 1990 Census of Housing, General Housing Characteristics, Massachusetts; U.S. Census Bureau, 1990 Census of Population, General Population Characteristics, Massachusetts; U.S. Census Bureau, 1990 Census of Population and Housing, Summary Social, Economic, and Housing Characteristics, Massachusetts; U.S. Census Bureau, 1990 Census of Housing, Detailed Housing Characteristics; U.S. Census Bureau, 2000 Profile of General Demographic Characteristics; U.S. Census Bureau, 2010 Profile of General Population and Housing Characteristics; U.S. Census Bureau, 2009–2014 American Community Survey. All data are collected at the county level for Essex, Middlesex, Norfolk, Plymouth and Suffolk counties.

TABLE 1.2

## Housing Cost Burden—Greater Boston

|  | 1990  | 2000  | 2009–2013 |
|--|-------|-------|-----------|
| Renter-Occupied Households Paying More than 30% of Income on Rent                  | 41.7% | 39.2% | 50.6%     |
| Renter-Occupied Households Paying More than 50% of Income on Rent                  | 19.6% | 18.4% | 26.4%     |
| Owner-Occupied Households with Mortgages Paying More than 30% of Income on Housing | 28.3% | 26.7% | 38.4%     |

Source: U.S. Census Bureau

the share of renter households that were considered “cost burdened”—spending more than 30 percent of their income on rent—actually declined as household income rose faster than rents. The same was true for homeowners. But since 2000, housing cost burdens in Greater Boston have soared as revealed in **Table 1.2**. Among renter households, 39.2 percent were paying more than 30 percent of their income on rent in 2000. The latest estimate for the period 2009–2013 suggests that *more than half* (50.6 percent) of all renter households in the region are paying more than 30 percent. Even more alarming, at least *a quarter* of all renter households are now paying half or more of their annual income on rent—up from 18.4 percent in 2000. This is largely because renters face a “double-whammy” of both falling incomes and rising rents.

Homeowners also face a mounting affordability issue. However, declining affordability for homeowners stems largely from rising prices rather than falling incomes. Between 2000 and the 2009–2013 *American Community Survey* estimates, the share of owner households considered “cost burdened” rose by nearly 12 percentage points from 26.7 to 38.4 percent. This is despite record-low interest rates that allowed many homeowners to refinance and obtain a lower monthly mortgage payment—if they had sufficient equity.

## Summing Up

The two major drivers of housing demand in any region are the rate of its economic growth and the growth rate of its population. In the case of Greater Boston, both have accelerated. During the current year, the growth in real output in Massachusetts will likely end up at close to 5 percent, an increase greater than any single year since 2000.<sup>8</sup> Much of this growth is concentrated in Greater Boston, where four-fifths of the

increase in total state employment has occurred since 2010. Moreover, real wages are on the rise, increasing faster in 2014 than in any year since 2007. With employment and earnings improving, it is natural for housing demand to increase as well.

A growing population, attracted by a buoyant economy, is also putting stress on the housing market. As we will see later in this report, the growth in housing demand has reduced housing vacancy rates to near all-time lows, producing a “seller’s market” where developers and landlords can raise prices and rents with little fear of leaving their properties vacant.

On its own, the growth in the economy and population is good for Greater Boston. It means that as its population ages, there is a ready supply of younger replacement workers to fill job vacancies. It ultimately means that as the baby boom generation reaches retirement age, there will be younger households to share the tax burden of state and local services.

But if barriers to development keep housing supply from catching up with housing demand, economic and population dynamics will inevitably lead to higher housing prices and rents and to higher housing cost burdens for an increasing number of families and households. The real question for Massachusetts and Greater Boston is whether the good fortune of the economy can be matched by new approaches that will help match housing supply to growing housing demand.

#### Applicant Experience:

The Applicant has over 36 years of experience with various components of real estate development, including construction management. They possess long-standing relationships with site contractors, plumbers, framers, electricians, carpenters and other necessary tradespeople. Enclosed is a list of development projects on which the applicant has been involved.

#### **Representative Sample of Construction Properties**

##### **Residential Properties**

- 1 Broad Street, Wilmington
- 3 Cushing Drive, Wilmington
- 5 Cushing Drive, Wilmington
- 7 Cushing Drive, Wilmington
- 9 Cushing Drive, Wilmington
- 223 Shawsheen Avenue, Wilmington
- 164 Shawsheen Avenue, Wilmington
- 6 Dartmouth Avenue, Wilmington
- 17 Fox Run, Wilmington
- 5 Greenmeadow Drive, Billerica
- 17 Carleton Drive, Chelmsford
- 88 Chestnut St Wilmington
- 90 Chestnut St Wilmington
- 15 Cedar Ct Wakefield
- 2 Dearborn Way Middleton
- 10 Draper street, Woburn MA
- 103 Church Street Merrimac MA

##### **Commercial Properties**

- 144 Lowell St Wilmington, MA 01887
  - ground up construction, 235 seat capacity restaurant
- 148 Lowell St Wilmington, MA 01887
  - ground up construction, 135 person capacity day care center
- 293 Boston Rd Billerica, MA 01862
  - ground up construction, 228 seat capacity restaurant

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**NEWBURY**

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**TO:** PROJECT TEAM  
**FROM:** SEB LLC  
**SUBJECT:** PREPARATION OF MASSHOUSING COMPREHENSIVE APPLICATION  
**DATE:** 2/13/2017  
**CC:**

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I have attempted to identify which team member(s) is responsible for which part of the application. You can provide your respective sections to the actual application either electronically or handwritten – it doesn't matter. All attachments should be provided in PDF or editable format. What has been crossed out and highlighted indicates a completed task. Please don't hesitate to ask any questions as you engage in this process.

**Section 1: Project Introduction — SEB**

**Section 2: Project Data Summary — SEB**

**Section 3: Application Status — SEB**

**Section 4: Project Eligibility Letter — SEB**

**Section 5: Development Team list — SEB**

**Section 6: P&S — Developer**

**Section 7: DHCD SHI — SEB**

**Section 8: Sample Regulatory Agreement — SEB**

Section 9: List of Exceptions / Waiver Requests – Engineer

**Section 10: Traffic Impact Study — Developer's Traffic Consultant**

Section 11: Engineering and Landscaping Plans (Full set of plans: utility, demolition, ~~site~~, grading, soil & sediment control plan, landscape and construction detail sheet)– Engineer and Landscape architect – Ben said this is almost complete  
**2/13/17**

**Section 12: Existing Conditions Narrative — Engineer (We can provide examples if you'd like)**

**Section 13: Architectural Plans (Full set of schematic architectural plans: elevations, floor plans, and ~~perspectives~~) — Architect**

**Section 14: Aerial photos & Locus Map — Engineer or Architect**