

**4. Engineering Reports 3.6-3.14**

Existing Site Conditions

Drainage Calculations

Drainage Design

Earth Removal Calculations

Water Balance Calculations

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# Comprehensive Permit Plan

- 3.6 Existing Site Conditions
- 3.9 Drainage Calculations
- 3.10 Earth Removal Calculations
- 3.11 Water Balance Calculations

for

28 Willow Street  
212-214 Central Street  
Acton, MA 01720



Prepared for: **Acton Community Housing Corporation**  
472 Main Street  
Acton, MA 01720

Date: July 17, 2006

SM3905

### **3.6 Existing Site Conditions**

#### **Existing site conditions report for 28 Willow Street and 212-214 Central Street.**

The subject property consists of two adjoining parcels of land in a residential neighborhood in West Acton. There are no wetlands on site and the two parcels combined are 15,335 square feet. The current zoning is VR (village residential). Central Street and Willow Street are generally flat and the intersection of Central and Willow Streets is approximately 300 feet from the property. The intersection of Summer Street with Willow and Central Streets being 700 feet and 600 feet respectively. It is located within 1.3 miles from the MBTA South Acton Commuter Rail Stop, which is on the Fitchburg to North Station line. It is within walking distance to elementary school and preschool, conservation trails, playground, post office, churches, library, community theatre, and several businesses. 28 Willow Street contains approximately 2,000 square feet of an existing office/garage building. The office/garage building is in serious disrepair. It is a safety hazard as well as an eyesore and will be razed. The property was most recently used as a septic system installation and repair company. These parcels were taken by the town of Acton for unpaid back taxes in 1998. The town of Acton has spent over \$70,000 for significant environmental remediation work through the 21E process to clean a petroleum contamination problem. The site has been cleaned under the supervision of a licensed site professional and approved for residential use.

### **3.9 Drainage Calculations**

#### **Drainage Calculations for 28 Willow Street and 212-214 Central Street.**

The subject property contains an existing office/garage building that will be razed and has approximately 2,090 square feet of roof area. The remainder of the property contains grass and some trees. There will be, under proposed conditions, approximately 1,570 square feet of pavement and approximately 2,268 square feet of roof area. The remainder of the proposed site will be grass with some shrubs. The total proposed impervious area is 3,856 square feet. Since there is more impervious under proposed conditions, runoff from the difference needs to be mitigated. The difference is 1,766 square feet (3,856 – 2,090). Runoff from 1,836 square feet of proposed impervious area (runoff from the roof and driveway at 28 Willow Street and runoff from a portion of the roof at 214 Central Street) will be directly recharged via roof drain drywells and an infiltration trench. The remaining proposed impervious area of 2,020 square feet is less than the existing impervious area of 2,090 square feet. Therefore, there will not be an increase in runoff due to development.

## Roof drain drywell sizing calculations

\*Infiltration rate of soil: 8.27 in/hr (16.54 ft/day)

Rainfall from 100-year storm event: 6.4 in

Roof area: 1,311 sf

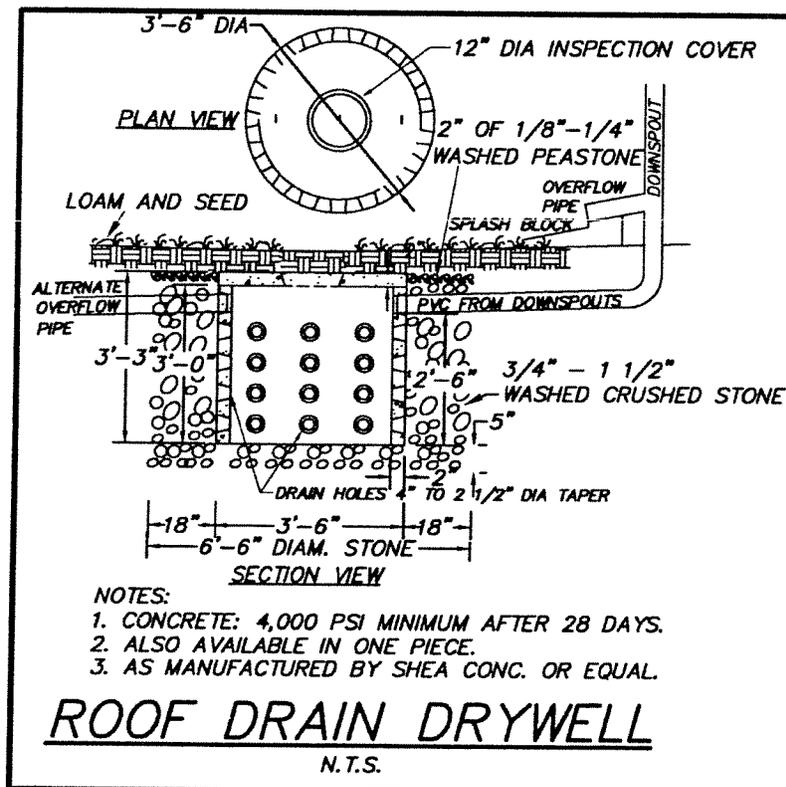
Runoff from roof:  $1,311 \text{ sf} \times (6.4 \text{ in} / 12) = 699 \text{ cf}$

Required drywell size to infiltrate runoff in 1 day:  $699 \text{ cf} / 16.5 \text{ ft/day} = 42.4 \text{ sf}$

A drywell with 42.4 sf of leaching area is required to infiltrate the 100-year storm event in 24 hours.

Proposed: 2-drywells with 210 sf of leaching area (105 sf each).

Conclusion: the proposed drywells with 210 sf of leaching area is larger than the required leaching area of 42.4 sf. Therefore, the proposed roof drain drywell will infiltrate the 100-year storm event in 24 hours.



\* See table 2-1

## Infiltration Trench sizing calculations

\*Infiltration rate of soil: 8.27 in/hr (16.54 ft/day)

Rainfall from 100-year storm event: 6.4 in

Paved driveway area: 709 sf

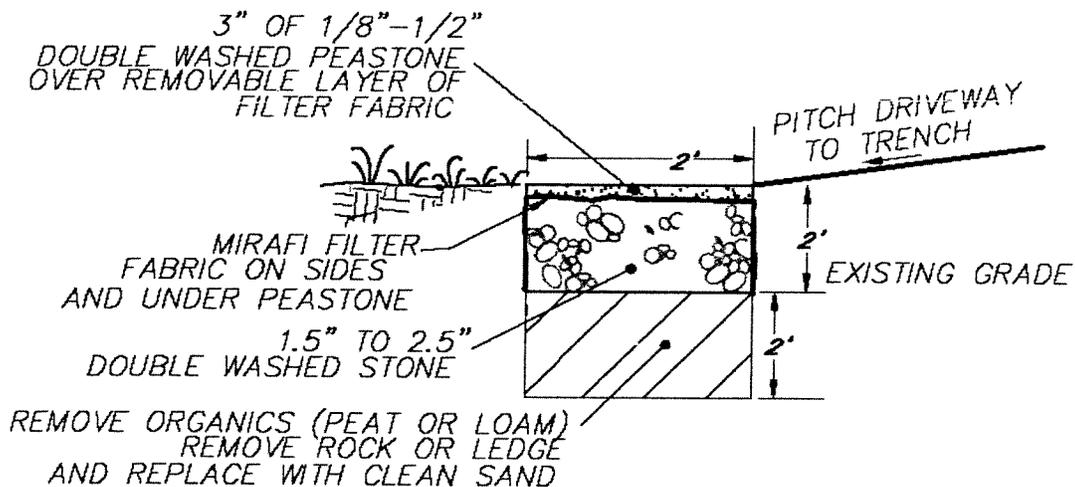
Runoff from driveway: 709 sf x (6.4 in /12) = 378 cf

Required trench size to infiltrate runoff in 1 day: 378 cf / 16.5 ft/day = 23 sf

An infiltration trench with 23 sf of leaching area is required to infiltrate the 100-year storm event in 24 hours.

Proposed: an infiltration trench 30' long x 2' wide x 2' deep (6 sf of leaching area per foot of trench).

Conclusion: the proposed infiltration trench with 180 sf of leaching area is larger than the required leaching area of 23 sf. Therefore, the proposed infiltration trench will infiltrate the 100-year storm event in 24 hours.



## **INFILTRATION TRENCH DETAIL**

NOT TO SCALE

TABLE 2-1 HYDROLOGIC SOIL PROPERTIES CLASSIFIED BY SOIL TEXTURE\*

Texture Class	Effective Water Capacity (C <sub>w</sub> )	Minimum Infiltration Rate (f) <sup>porosity</sup> in/hr	Hydrologic Soil Grouping
Sand	0.35	8.27	A
Loamy Sand	0.31	2.41	A
Sandy Loam	0.25	1.02	B
Loam	0.19	.52	B
Silt Loam	0.17	.27	C
Sandy Clay Loam	0.14	.17	C
Clay Loam	0.14	.09	D
Silty Clay Loam	0.11	.06	D
Sandy Clay	0.09	.05	D
Silty Clay	0.09	.04	D
Clay	0.08	.02	D

\* Source: Rawls, Brakensiek and Saxton, 1982

$$\frac{8.27 \text{ IN}}{\text{HR}} \times \frac{1 \text{ FT}}{12 \text{ IN}} \times \frac{24 \text{ HR}}{1 \text{ DAY}} = 16.54 \text{ FT/DAY}$$

### **3.10 Earth Removal Calculations**

#### **Earth removal calculations for 28 Willow Street and 212-214 Central Street.**

	Cut (cy)	Fill (cy)
Excavation for Cellar holes	544	
Excavation for Septic tanks	36	
<u>Site Grading</u>	<u>58</u>	<u>134</u>
Total	638	134

**Conclusion:** 638 cy – 134 cy = 504 cy will be removed from the site.

### **3.11 Water Balance Calculations**

#### **Water Balance Calculations for 28 Willow Street and 212-214 Central Street.**

The subject property contains an existing office/garage building that will be razed and has approximately 2,090 square feet of roof area. The remainder of the property contains grass and some trees. There will be, under proposed conditions, approximately 1,570 square feet of pavement and approximately 2,268 square feet of roof area. The remainder of the proposed site will be grass with some shrubs. The total proposed impervious area is 3,856 square feet. Since there is more impervious under proposed conditions, the difference needs to be mitigated. The difference is 1,766 square feet (3,856 – 2,090). Runoff from 1,836 square feet of proposed impervious area (runoff from the roof and driveway at 28 Willow Street and runoff from a portion of the roof at 214 Central Street) will be directly recharged via roof drain drywells and an infiltration trench. The proposed septic systems have a combined flow rate of 990 gallons per day, which is directly recharged. The amount of infiltration proposed after development is greater than the amount of infiltration under current conditions. Therefore, the proposed site will meet the requirement of the town of Acton, Zoning Bylaw, Section 4.3, Groundwater Protection District, which requires the amount of annual precipitation being captured and recharged shall not be reduced due to development.

**5. Waivers Request 3.15**

**Acton Community Housing Corporation  
Willow-Central Development**

**LIST OF REQUESTED EXCEPTIONS AND WAIVERS**

The Acton Community Housing Corporation and the Town of Acton has applied for a Comprehensive Permit under the Rules and Regulations as set forth by the Acton Zoning Board of Appeals and, pursuant to the provisions of M.G.L. 40B. Pursuant to item 3.15 of the Rules and Regulations, the applicant is requesting, in writing, certain exceptions and waivers from zoning and other local regulations, which are not necessary to protect the public and will make the project uneconomic.

**ACTON ZONING BYLAW**

**SECTION 3.3**

**Residential USES** – Not more than one BUILDING for dwelling purposes shall be located upon a LOT

**Waiver:** To allow more than one residential building on a lot. The project calls for two buildings to be located on the lot.

**SECTION 3.3.2.5**

**General USES** - There shall be not more than one driveway or curb cut providing ACCESS to the DWELLING UNITS, except for half circular or horseshoe driveways located in the front of the BUILDING.

**Waiver:** To allow three driveways and three curb cuts to provide access to three dwelling units

**SECTION 3.3.5**

**Multifamily dwelling** - Multifamily dwellings in Village Residential Not more than four DWELLING UNITS shall be permitted per multifamily dwelling. At least one of the DWELLING UNITS shall be occupied by the owner of the property. For purposes of this footnote, the owner shall be defined as one or more individuals residing in a DWELLING UNIT who hold legal or beneficial title and for whom the DWELLING UNIT is the primary residence for voting and tax purposes. In the VR District a Site Plan Special Permit shall not be required.

**Waiver:** To allow two detached structures with a total of three units

**Table of Standard Dimensions**

**SECTION 5.2.4**

**Minimum front yard in VR (Village Residential) 10 feet**

**Waiver:** To allow 3 foot overhang for front porch

### **SECTION 5.2.5**

#### **Minimum side yard in VR (Village Residential) 10 feet**

**Waiver:** To allow unit at 212 Central St. to be located 5 feet from side property line

### **ZBA RULES AND REGULATIONS FOR COMPREHENSIVE**

Pursuant to Item 1.3 the applicant requests a waiver from the following:

#### **Section 3.8**

**Legal Documents** - If the APPLICATION proposes housing in a condominium form of ownership, the proposed condominium master deed and trust documents; any documents intended to govern a homeowners association; any other legal documents intended to restrict future buyers and tenants of lots or dwelling units, including proposed affordable housing restrictions.

**Waiver:** To allow submittal of the proposed condominium master deed and trust documents and any documents intended to govern a homeowners association after the developer is selected by the Town, subject to the approval of Town Counsel.

#### **Section 3.14.6**

**Plan and Profile Sheet** of streets and ways showing

**Waiver:** Requirement not relevant, no streets or ways proposed.

#### **Section 3.17**

**Development Schedule** - The APPLICATION shall include a Development Schedule (see Appendix). An acceptable schedule will place the completion of affordable units ahead of the issuance of building permits for last market rate units.

**Waiver:** Requirement not relevant since all units will be affordable.

#### **Section 3.20**

**Market Study** - The APPLICATION shall include a market study prepared by a qualified appraiser or real estate professional. The study must demonstrate sufficient demand for the market rate units as shown and priced in the proposed development to ensure the projected income, profit, and cash flow, and to ensure the completion of the affordable units whether or not a Federal or State subsidy program will be used.

**Waiver:** Requirement not relevant since all three units are affordable or restricted.

**Section 3.21**

**Developer Information** - The APPLICATION shall include resume(s) of the APPLICANT, developer, and/or development team, including company history, references, and list of similar projects completed within the previous 10 years with location, date of completion, description, plans, and photographs, and municipal contact person or department.

**Waiver:** Requirement not relevant since developer will not be known at filing.

**6. Affordable Dwelling units 3.16**

Unit composition schedule

Sales price rationale

Marketing plan

Deed rider

Monitoring Services Agreement

**COMPREHENSIVE PERMIT  
UNIT COMPOSITION SCHEDULE**

Type of unit		Number of units	Number of baths/unit	Gross Sq. Ft./unit	Unit sales price or monthly rent	Homeowner's association/condominium fee
<b>1-bedroom</b>	Affordable					
	Market rate					
<b>2-bedrooms</b>	Affordable	1	1.5	1212	\$157,900	\$95
	Market rate					
<b>3-bedrooms</b>	Affordable	1	1.5	1526	\$176,900	\$95
	Restricted, below market	1	1.5	1320	\$330,000	\$95
<b>4-bedrooms</b>	Affordable					
	Market rate					
<b>5 or more bedrooms</b>	Affordable					
	Market rate					
<b>Totals</b>		3				

**Purchase Price Limits for 2 bed at <**  
**80%**

**Housing Cost:**

<b>Sales Price</b>	<b>\$157,900</b>
<b>5% Down payment</b>	\$7,895
<b>Mortgage</b>	\$150,005
<b>Interest rate</b>	6.000%
<b>Amortization</b>	30
<b>Monthly P&amp;I Payments</b>	\$899.36
<b>Tax Rate</b>	\$13.81
<b>Monthly property tax</b>	\$182
<b>Hazard insurance</b>	\$53
<b>PMI</b>	\$98
<b>Condo Fee</b>	\$95
<b>Monthly Housing Cost</b>	<b>\$1,340</b>
<b>Necessary Income:</b>	\$53,601

**Household Income:**

<b># of Bedrooms</b>	2
<b>Sample Household size</b>	3
<b>80% AMI</b>	\$59,550
<b>Target Housing Cost</b>	\$1,489
<b>10% Window</b>	\$53,595
<b>Target Housing Cost</b>	<b>\$1,340</b>

**Purchase Price Limits for 3 bed at <**  
**80%**

**Housing Cost:**

<b>Sales Price</b>	<b>\$176,900</b>
<b>5% Down payment</b>	\$8,845
<b>Mortgage</b>	\$168,055
<b>Interest rate</b>	6.000%
<b>Amortization</b>	30
<b>Monthly P&amp;I Payments</b>	\$1,007.57
<b>Tax Rate</b>	\$13.81
<b>Monthly property tax</b>	\$204
<b>Hazard insurance</b>	\$59
<b>PMI</b>	\$109
<b>Condo Fee</b>	\$95
<b>Monthly Housing Cost</b>	<b>\$1,488</b>

<b>Necessary Income:</b>		\$59,527
<b>Household Income:</b>		
# of Bedrooms		3
Sample Household size		4
80% AMI		\$66,150
<b>Target Housing Cost</b>		\$1,654
10% Window		\$59,535
<b>Target Housing Cost</b>		<b>\$1,488</b>

<b>Purchase Price Limits for a 3 bed at &lt;120%</b>		
<b>Housing Cost:</b>		
<b>Sales Price</b>		<b>\$330,000</b>
5% Down payment		\$16,500
Mortgage		\$313,500
Interest rate		6.000%
Amortization		30
Monthly P&I Payments		\$1,879.59
Tax Rate		\$13.81
Monthly property tax		\$380
Hazard insurance		\$110
PMI		\$204
Condo Fee		\$95
<b>Monthly Housing Cost</b>		<b>\$2,682</b>
<b>Necessary Income:</b>		<b>\$107,278</b>
<b>Household Income:</b>		
# of Bedrooms		3
Sample Household size		4
130% AMI		\$107,380
<b>Target Housing Cost</b>		<b>\$2,685</b>
10% Window		\$96,642
<b>Target Housing Cost</b>		<b>\$2,416</b>

**Condo Budget:**

Landscaping / Mowing	\$1,500
Insurance	\$1,580



Septic Maintenance
<b>Yearly Budget</b>
<b>Monthly Condo Fee</b>

\$330
\$3,410
\$95

**Willow/Central Affordable Housing Development**  
**Acton Community Housing Corporation**  
**Acton Town Hall**  
**472 Main St.**  
**Acton, MA 01720**  
**(978) 263-9611**  
[achc@acton-ma.gov](mailto:achc@acton-ma.gov)

## **MARKETING AND OUTREACH PLAN**

### **General Information**

The Town of Acton and the Acton Community Housing Corp. (ACHC) have worked in partnership to provide affordable housing opportunities in Acton since 1986. The Willow/Central development will provide three new units for low and moderate income households on a parcel of Town-owned land in the West Acton Village area. This is the first effort by ACHC to design and administer an affordable housing project.

Acton, MA is located northwest of Boston with easy access to Routes 2, 495 and 128/95 and is on the local commuter rail line, Fitchburg to Boston. Acton is a desirable town to live in, it has an award-winning school system, outstanding public service amenities, a full range of commercial services, and employment opportunities, while still maintaining its small town feel.

The development will include a duplex farmhouse style building at 214 Central Street and a single family bungalow style building at 28 Willow Street. The duplex will contain a 3-BR unit and a 2-BR unit, the bungalow will be a 3-BR unit.

Two of these units will be sold, by lottery, to persons who meet the eligibility requirements and have incomes at 70-80% of the area median income, adjusted for household size. The home prices are \$157,900 for the two bedroom duplex unit and \$176,900 for the three bedroom bungalow unit. The 3BR duplex unit will be offered to the Acton Housing (should it choose to issue an RFP for acquisition of property to which the unit is responsive) to use for its low-income family rental program; or will be "bought down" by ACHC to be affordable to a 4 person household at 80% AMI; or will be sold as a below-market unit to a household at 130% of the AMI. The price for this unit is not to exceed \$330,000.

All units will have a "Deed Rider" that will be attached to the deed and recorded for each unit. This deed rider restricts the amount that the unit can be resold for and requires subsequent buyers to have qualifying household incomes. The deed rider insures that the unit stays restricted in perpetuity.

### **Marketing and Outreach Plan**

Acton Community Housing Corp. (ACHC) will be administering the application process and lottery to select the eligible program applicants. The application and lottery process, as well as the eligibility requirements, is described in this plan.

There will be 1 unit available for sale to an affordable household who meets the local preference criteria (subject to DHCD approval), the second unit will be designated for an at-large affordable household. The third unit will be either purchased by the Acton Housing Authority or sold to a 130% AMI household.

Affirmative fair marketing of the affordable units shall be conducted to provide maximum opportunity for low and moderate-income households, including minority households, to apply for the lottery. Ads will be placed in local and regional newspapers, Boston area newspapers, and newspapers serving minority communities. Notification

will also be sent to: Metrolist Clearinghouse at Boston City Hall , PO Box 5996 , Boston , MA 02114 -5996 and will be posted on the CHAPA website at: <http://www.chapa.org/> CHAPA, 18 Tremont Street, Suite 401 Boston, MA 02108.

Notices will be sent to local government employees, area churches, local and regional housing agencies, local housing authorities, civic groups, lending institutions, social service agencies, and other non-profit organizations.

ACHC maintains a mailing list of 135 local potential applicants and an additional 100 out of town households. This list is comprised of past lottery participants and those who have contacted the ACHC for information and have requested to be added to the list.

Application availability and a public information meeting will be announced, with a minimum of two ads, in The Beacon, the local newspaper. We will also work closely with the Beacon to have articles placed to ensure awareness of the project and the available affordable housing opportunities.

Applications can be requested through the ACHC by phone or email or may be picked up at the Planning Department, Acton Town Hall, 472 Main St., Acton, MA. An information package and application form will be available in electronic form to facilitate distribution and completion.

A confirmation letter will be sent to all eligible applicants with their lottery code after the lottery application deadline. This code will be used to announce the lottery winners during the lottery drawing, to ensure applicants' privacy.

### **Summary**

We believe this outreach program will ensure that the maximum number of interested First Time Homebuyers will be notified of this opportunity to purchase a new home in Acton. These guidelines will ensure the fair processing of all potential applicants.

**Willow/Central Affordable Housing Development  
Acton Community Housing Corporation  
Acton Town Hall  
472 Main St.  
Acton, MA 01720  
(978) 263-9611  
[achc@acton-ma.gov](mailto:achc@acton-ma.gov)**

**LOTTERY PROCESS FOR 2 AFFORDABLE UNITS**

**ELIGIBILITY REQUIREMENTS**

Each applicant for the Lottery must meet the following eligibility requirements:

1. Must be a first time homebuyer (never owned or not owned a home as a principal residence for a period of three years.)
2. Meet the maximum allowable income, as follows:

<b>Household Size</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Max Allowable Income</b>	<b>59,550</b>	<b>66,150</b>	<b>71,450</b>

3. Have less than \$50,000 in household assets.
4. Meet the Local Preference Eligibility Criteria for 1 unit only.
5. Able to secure a 30-year fixed rate mortgage. Non-household members are not permitted to be co-signers on the mortgage.

**LOTTERY PROCESS AND PREFERENCES**

The lottery will be held in the Acton Town Hall. Date to be determined.

ACHC will screen all applications and eligible applicants will receive a confirmation letter to invite them to participate in the lottery.

**Preferences:**

Each applicant must meet at least one of the following criteria to be in the local preference pool:

- Current Acton Resident
- Non Dependent Child of a Current Acton Resident
- Employed by the Town of Acton, Acton-Boxborough Regional School District or Acton Water District.
- Employee working privately in Acton.

There are two pools for this lottery, Local and At-Large. The unit breakdown per pool is as follows:

Local Pool: 1 unit (3 BR bungalow)  
At-Large Pool: 1 unit (2 BR duplex)

All applicants who have applied and met the Lottery Eligibility Requirements, including those in the Local Pool, are included in the At-Large Lottery Pool.

**Minority Representation**

A preliminary drawing will be held if the percentage of minority applicants in the Local Preference Pool is less than 17.5%, as determined by recent Census data for the Boston area. This drawing will be comprised of all minority applicants who did not qualify for the local pool. Applicants will be pulled from the minority pool and added to the Local Pool to meet the required number of applicants to achieve the appropriate minority representation in the Local Pool. Minority households are identified in accordance with the regulatory classifications established by HUD.

**Household Size**

Household size will be a determination in lottery ranking. In all cases, preference will be given to households of three or more people for the two bedroom unit and four or more for the three bedroom unit. If no preferred households apply or qualify for the lottery, then the unit will go to the next smaller household on the list according to the rank order of the lottery draw.

**LOCAL INITIATIVE PROGRAM**  
**AFFORDABLE HOUSING DEED RIDER**

***For Projects in Which***  
***Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from \_\_\_\_\_ ("Grantor") to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, 200\_\_. The Property is located in the City/Town of \_\_\_\_\_ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

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

- (i)  granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the \_\_\_\_\_ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/Document No. \_\_\_\_\_ (the "Comprehensive Permit");
- (ii)  subject to a Regulatory Agreement among \_\_\_\_\_ (the "Developer"), [  ] Massachusetts Housing Finance Agency ("MassHousing"), [  ] the Massachusetts Department of Housing and Community Development ("DHCD") [  ] the Municipality; and [  ] \_\_\_\_\_, dated \_\_\_\_\_ and recorded/filed with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_/as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and
- (iii)  subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

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

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

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

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

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

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

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

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

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

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

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

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

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

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

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

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

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

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

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

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

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

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the

Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

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

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

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

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

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

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

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

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

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

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the

Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

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

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

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the

Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

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

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

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

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

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

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

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

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

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

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

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed,

equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

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

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

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

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

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured

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

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

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

Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

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

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

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

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

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

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

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

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

- (1) Director, Local Initiative Program  
DHCD  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

(2)

Others:

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

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

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

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

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed

Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

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

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

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

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

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

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

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

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

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Grantor:

Owner:

By \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as 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 his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as 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 his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

## MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement (this "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between \_\_\_\_\_ a Massachusetts limited liability company having an address at \_\_\_\_\_ ("Developer"), the Acton Community Housing Corporation, having an address at 472 Main Street, Acton, Massachusetts 01720 ("Monitoring Agent"), and the Town of Acton, having an address at 472 Main Street, Acton, Massachusetts 01720 (the "Municipality").

### RECITALS

WHEREAS, the Developer intends to construct a housing development known as Willow-Central at a 15,335 square foot site located at 28 Willow, 21-214 Central Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project"), under Chapter 40B of the Massachusetts General Laws (the "Act"); and

WHEREAS, the Board of Selectmen of the Municipality and the Developer have made application to Department of Housing and Community Development ("DHCD") to certify that the Project is a valid Comprehensive Permit Project within the Local Initiative Program of DHCD (the "LIP Program") and therefore that the Developer is qualified to apply to the Municipality's Board of Appeals for a comprehensive permit pursuant to the Act; and

WHEREAS, the Board of Appeals has issued a comprehensive permit for the Project (the "Comprehensive Permit"), and DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project; and

WHEREAS, pursuant to the Comprehensive Permit and the Regulatory Agreement among DHCD, the Municipality and the Developer of even date herewith (the "Regulatory Agreement"), the Project is to consist of a total of three (3) condominium units, of which at least two (2) units (the "Affordable Units") will be sold at prices specified in the Regulatory Agreement to Eligible Purchasers (as defined herein); and

WHEREAS, the all Units will be subject to deed riders governing the resale of the units in perpetuity (the "Affordability Requirement"); and

WHEREAS, pursuant to the Comprehensive Permit and the Regulatory Agreement, the Developer may not receive profit in excess of twenty percent (20%) of total development costs of the Project (the "Limited Dividend Requirement"); and

WHEREAS, pursuant to requirements of the Regulatory Agreement and the Comprehensive Permit, the Developer has agreed to retain the Monitoring Agent to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Monitoring Services. Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirement as more fully described herein. The parties agree that DHCD will monitor compliance with the Limited Dividend Requirement.

(a) Affordability Requirement. (i) Initial Sales. The Developer agrees to deliver to the Monitoring Agent a proposed Marketing Plan (as defined in the Regulatory Agreement) for the Monitoring Agent's approval. Prior to the sale of the Affordable Units, the Developer agrees to deliver to the Monitoring Agent the income and asset certifications of the proposed Eligible Purchasers, and the proposed deeds and deed riders with respect to initial sales of Affordable Units as required under the Regulatory Agreement (the "Initial Sales Data"). The Monitoring Agent agrees to forthwith review the Initial Sales Data and determine the substantive compliance of the Project with the Affordability Requirement. The Monitoring Agent shall also ensure substantive compliance with the approved Marketing Plan and lottery process. Upon completion of its review of Initial Sales Data, the Monitoring Agent will deliver to DHCD and the Municipality a copy of such data together with the Monitoring Agent's determination of whether the Affordability Requirement has been met.

(ii) Resales. The Monitoring Agent also agrees to monitor resales of Affordable Units (including review of income and asset certifications, deeds and deed riders) for compliance with the terms of the Deed Rider, and issuance of certifications, as appropriate, approval of resales and the payment of recapture amounts to the Municipality. The Monitoring Agent shall also locate and select, or provide assistance to the Municipality in locating and selecting, Eligible Purchasers, including without limitation, ensuring compliance with the approved Marketing Plan and lottery process.

(c) Supplemental Monitoring Services. The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable (i) the compliance by the Developer with the Affordability Requirement, and (ii) the compliance by the owners of the Affordable Units with the requirements of the Deed Rider, including without limitation the owner-occupancy requirement and the Resale Restrictions. The services hereunder shall not include any construction monitoring. The services hereunder shall include follow-up discussions with the Developer and/or owners of the Affordable Units, if appropriate, after an event of noncompliance.

2. Monitoring Services Fee. (a) The Monitoring Agent shall receive a fee of \$500.00 from the Developer at the time of execution of this Agreement. Such fee shall constitute payment for the services of the Monitoring Agent with respect to

compliance by the Developer with the Affordability Requirement. As provided in the Deed Rider with each Affordable Unit, the Monitoring Agent shall receive a Resale Fee of two and one-half percent (2.5%) of the Maximum Re-sale Price, to be paid by the seller of the Affordable Unit at each closing as a condition precedent to closing for the services with respect to monitoring each subsequent sales transaction for compliance with the Resale Restrictions and the other terms of the Deed Rider. Such fee shall be payable for all transfers of Affordable Units, including those to an Eligible Purchaser or any other purchaser. If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of the Affordable Unit and to bring an action and seek an attachment of the interest of the purchaser in the Affordable Unit. Neither DHCD nor the Municipality shall have any responsibility for payment of any fee to Monitoring Agent hereunder.

3. Enforcement Services. In the event of any violation of the substantive or reporting requirements of the Regulatory Agreement or a failure by the Developer to take appropriate actions to cure a default under the Regulatory Agreement, the Monitoring Agent shall have the right, with the prior consent of the Municipality, to take appropriate enforcement action against the Developer, including, without limitation, legal action to compel the Developer to comply with the requirements of the Regulatory Agreement. The Regulatory Agreement provides for payment by the Developer of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the Developer there under and grants to the Monitoring Agent a lien on the Project to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing the Regulatory Agreement against the Developer and to assert a lien on the Project to secure payment by the Developer of such fees and expenses.

In the event of a violation of the provisions of a Deed Rider, the Monitoring Agent shall have the right, with the prior consent of the Municipality, to take appropriate enforcement action against the unit owner or the unit owner's successors in title, including, without limitation, legal action to compel the unit owner to comply with the requirements of the Deed Rider. The Deed Rider will provide for payment by the unit owner of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the unit owner thereunder and will grant to the Monitoring Agent a lien on the unit, junior to the lien of any institutional holder of a first mortgage on the unit to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing a deed rider against the unit owner and to assert a lien on the relevant unit to secure payment by the unit owner of such fees and expenses.

The Monitoring Agent shall not be entitled to seek any compensation or reimbursement from DHCD or the Municipality in connection with the enforcement services under this Section, it being understood that the Monitoring Agent shall look solely to the reimbursement rights described above for payment of the Monitoring Agent's costs and expenses. Nothing in this Agreement shall be construed to require the Monitoring Agent to expend more than \$20,000, which amount shall be indexed to

fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers maintained by the United States Department of Labor (the "CPI"), in enforcing the provisions of the Regulatory Agreement or to take any particular enforcement action against the Developer.

4. Term. The monitoring services are to be provided for so long as there is any Affordable Unit subject to a Deed Rider containing the Resale Restrictions, or there is any Affordable Unit which is owned by the Municipality. The term of this Agreement shall end on the date six (6) months after the latter to occur of the latest expiration date of the term of the Deed Rider attached to any of the Affordable Units or the date the Municipality no longer owns any Affordable Unit.

5. Responsibility of Monitoring Agent. The Monitoring Agent shall not 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.

6. Successor Monitoring Agent. Should the Monitoring Agent be dissolved or become incapable of fulfilling its obligations during the term of this Agreement, or if the Monitoring Agent consistently fails to exercise reasonable care and diligence in carrying out its responsibilities under this Agreement (any of the foregoing a "Termination Event"), the Municipality shall have the right to appoint a successor to serve as Monitoring Agent for the remaining term of this Agreement.

7. Indemnity. The Developer agrees to indemnify and hold harmless the Monitoring Agent, DHCD and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent, DHCD or the Municipality by reason of its relationship with the Project under this Agreement and not involving the Monitoring Agent, DHCD or the Municipality acting in bad faith and with gross negligence.

8. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of The Commonwealth of Massachusetts.

9. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

10. Headings. All paragraph headings in this Agreement are for the convenience of reference only and are not intended to qualify the meaning of the paragraph.

11. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to monitoring of the Project with the Affordability Requirement, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the

subject transaction, and the rights, duties, and obligations of the parties with respect thereto.

12. Definitions. Any capitalized term used and not defined herein shall have the same meaning as set forth in the Regulatory Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

DEVELOPER:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

MONITORING AGENT:

Acton Community Housing Corp.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TOWN OF ACTON:

By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**

A certain parcel of land located on Willow Street and Central Street in Acton, Middlesex County, Massachusetts, shown as \_\_\_\_\_ on a plan entitled "Plan of Land in Acton, Massachusetts" prepared for 28 Willow Street and 214 Central Street , Scale 1" =20'," by Town of Acton Engineering Department dated \_\_\_\_\_, containing 15,335 square feet, more or less, according to said plan recorded with Middlesex South District Registry as Plan # \_\_\_\_\_ of 2006.

For Grantors' title see deed dated \_\_\_\_\_ recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ at the Middlesex South Registry of Deeds.

**7. Financial Information 3.19**  
Pro Forma  
Lender Letter

**COMPREHENSIVE PERMIT  
DEVELOPMENT PRO FORMA**

If the project is for new construction of ownership units, complete this development pro forma. For other types of project, such as rental units or rehab-projects use pro formas approved or suggested by the Massachusetts Department of Housing and Community Development.

<b><u>A. Costs:</u></b>	<b><u>Total Costs</u></b>	<b><u>Per Unit</u></b>
<b>(a) Site Acquisition:</b>	<b><u>\$202,548</u></b>	<b><u>\$67,516</u></b>
<i>Hard Costs</i>		
(b) Site Preparation	<u>\$147,250</u>	<u>\$49,083</u>
(c) Landscaping	<u>\$10,000</u>	<u>\$3,333</u>
(d) Residential Construction	<u>\$385,510</u>	<u>\$128,504</u>
(e) Subtotal Hard costs (b+c+d)	<u>\$542,760</u>	<u>\$180,920</u>
(f) Contingency	<u>\$54,276</u>	<u>\$18,092</u>
<b>(g) Total Hard Costs (e+f):</b>	<b><u>\$597,036</u></b>	<b><u>\$199,012</u></b>
<i>Soft Costs</i>		
(h) Permit/Surveys	<u>\$5,000</u>	<u>\$1,667</u>
(i) Architectural	<u>\$11,000</u>	<u>\$3,667</u>
(j) Engineering	<u>\$20,000</u>	<u>\$6,667</u>
(k) Legal	<u>\$15,000</u>	<u>\$5,000</u>
(l) Insurance	<u>\$6,000</u>	<u>\$2,000</u>
(m) Security	<u>\$0</u>	<u>\$0</u>
(n) Developer's Fee	<u>\$0</u>	<u>\$0</u>
(o) Construction Manager	<u>\$0</u>	<u>\$0</u>
(p) Property Manager	<u>\$0</u>	<u>\$0</u>
(q) Construction Interest	<u>\$24,000</u>	<u>\$8,000</u>
(r) Financing/Application Fees	<u>\$1,500</u>	<u>\$500</u>
(s) Utilities	<u>\$2,500</u>	<u>\$833</u>
(t) Maintenance (unsold units)	<u>\$3,000</u>	<u>\$1,000</u>
(u) Accounting	<u>\$10,000</u>	<u>\$3,333</u>
(v) Marketing	<u>\$14,000</u>	<u>\$4,667</u>
(w) Subtotal Soft Costs (add h - v)	<u>\$112,000</u>	<u>\$37,333</u>
(x) Contingency	<u>\$11,200</u>	<u>\$3,733</u>
<b>(y) Total Soft Costs (w+x):</b>	<b><u>\$123,200</u></b>	<b><u>\$41,067</u></b>
<b>(z) Total Development Costs (a+g+y):</b>	<b><u>\$922,784</u></b>	<b><u>\$307,595</u></b>

**B. Profit Analysis**

*Sources:*

(A) Affordable sales	<u>\$334,800</u>
(B) Market sales	<u>\$320,000</u>
(C) Total Sales (A+B)	<u>\$654,800</u>
(D) Public grants	<u>\$225,548</u>
(E) Total Sales plus Grants (C+D)	<u>\$880,348</u>

*Uses:*

(F) Total Development Costs (=z)	<u>\$922,784</u>
(G) Total Profit (E-F)	<u>-\$42,436</u>
(H) Percentage Profit (G/F)	<u>-5.0%</u>

**C: Cost Analysis**

(I) Total Building Floor Area (gross):	<u>4,058</u> square feet
(J) Residential Construction Cost per Square Foot (d/I):	<u>\$95</u>
(K) Total Hard Costs per Square Foot (g/I):	<u>\$147.13</u>
(L) Total Development Costs per Square Foot (z/I):	<u>\$227.40</u>
(M) Sales per Square Foot (C/I): (Do not include proceeds from public grants)	<u>\$161.36</u>

**D: Construction Lender**

Attach a signed letter of interest from at least one construction lender.



September 21, 2005

Ms. Nancy Tavernier, Chairman  
Acton Community Housing Corporation  
472 Main Street  
Acton, MA 01720

Re: 28 Willow Street / 214 Central Street, West Acton Village

Dear Ms Tavernier:

I enjoyed speaking with you yesterday afternoon and discussing the property located in West Acton village. We have reviewed your project summary and the development plans for the property appear reasonable and well supported. As I mentioned, the Bank is interested in providing financing for a project of this type and learning more about the property and your development plans.

I look forward to receiving more detailed information on the project once it moves forward and is available to you. I'm looking forward to working with you and the Acton Community Housing Corporation on a successful affordable housing project. Should you have any questions regarding our process, please do not hesitate to contact me directly at (617) 441-4266.

Sincerely,

A handwritten signature in black ink that reads "Kyle J. Salvati". The signature is written in a cursive, flowing style.

Kyle J. Salvati  
Assistant Vice President

**8. Local Needs statement 3.22**  
Subsidized Unit Count 2006

## LOCAL NEEDS

The need for affordable housing opportunities in Acton has been well documented in the To Live In Acton Housing Plan completed in 2004. The ACHC has been facilitating affordable housing since its inception in 1986. With the support of the Board of Selectmen and the Planning Board, great strides have been taken in the past decade to increase affordable housing in Acton.

The Acton Master Plan (1990, 1998) organizes the Town into village centers and other growth areas and provides density incentives for affordable housing in these areas. The Master Plan also supports these Strategies for Promoting Affordable Housing that would be met with this proposal:

1. Strategy H2: Seek opportunities to acquire buildable town-owned properties that might be suitable for donations toward the development of affordable housing
2. Strategy H4: Direct the focus of affordable housing initiatives to provide housing for the elderly, young families, and low and moderate income residents in our community.

Acton's Community Development Plan entitled "To Live in Acton" identified these relevant specific housing needs in 2004 through a needs assessment process and are listed in order of priority:

1. Affordable rental units for very-low and low-income families;
2. Affordable homeownership units for moderate-income families;
3. Affordable homeownership units in a range of residential use types and sizes for moderate and middle-income seniors.
4. Home ownership units at below-market prices.

Acton's Affordable Housing Plan, submitted for certification under the DHCDS's Planned Production Regulations, 760 CMR 31.04(1) defines specific affordable housing production goals, analyzing the capacity of municipal infrastructure and services to accommodate increased affordable housing production, and identifying specific geographic areas for future affordable housing growth. The Town of Acton seeks to achieve at least an annual 0.75% increase in its Chapter 40B subsidized housing inventory. This proposal is consistent with the Affordable Housing Plan in the following ways:

- It is located in a high density housing area (West Acton Village) that is consistent with Acton's established land use policies
- It meets identified Acton housing needs
- It meets the goal of identifying town-owned parcels for possible redevelopment as affordable housing
- It includes the plan to pursue Community Development Block Grant funding for the creation of more affordable housing units

The Commonwealth of Massachusetts has created a set of Sustainable Development Principles (9/12/2005), many will be met by this proposal:

- Redevelop First
- Concentrate Development
- Restore and Enhance the Environment.
- Be Fair
- Conserve Resources
- Expand Housing Opportunities
- Provide Transportation Choice

**Acton Community Housing Corporation**

**Nancy Tavernier, Chairman**

**TOWN OF ACTON**

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

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**TOWN OF ACTON**

**CHAPTER 40B SUBSIDIZED HOUSING INVENTORY REPORT\***

**August 2006**

**Commonwealth of Massachusetts**

Project Name	Type	Total units
DMR Group Home	rental	18
DMH Group Home	rental	10
Sub-total (MA)		28

**Acton Housing Authority Units**

Project Name	Type	Total units
McCarthy Village	rental	35
Windsor Ave. Apts.	rental	68
Scattered site condos	rental	27
Group home	rental	12
Sub-total (A.H.A.)		155

**Acton Community Housing Corporation Units**

Project Name	Type	Total units
Acorn Park, scattered sites	ownership	2
Bellows Farm, scattered sites	ownership	6
Harris Village	ownership	4
Westside Village	ownership	4
Crossroads Condos	ownership	3
Inn at Robbins Brook	rental	3
Franklin Place	ownership	3
Fort Pond Brook Place	ownership	2
Dunham Place	ownership	1
Woodlands at Laurel Hill	rental/ownership	312

Sub-total (ACHC)	340	
<b>TOTAL SUBSIDIZED UNITS</b>		<b>510</b>
Census 2000 Year housing units	7,645	
<b>Percentage subsidized units</b>		<b>6.67%</b>

\*Source: Mass. Department of Housing and Community Development. May 2004

9. **Additional information 3.23**

Easement Memorandum of Agreement: Flannery to ACHC  
Easement and Map

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 3 day of April, 2006, by **Cecelia Joan Flannery**, of 544 Massachusetts Avenue, Acton, Massachusetts 01720 (a Grantor or "Flannery") and the **Acton Community Housing Corporation**, a Massachusetts nonprofit housing corporation established pursuant to Chapter 143 of the Acts of 1996, with a principal place of business at Acton Town Hall, 472 Main Street, Acton, Massachusetts 01720 (a Grantee or "ACHC").

WHEREAS, Grantor is the owner of the real property by deed of Edward W. and Cecelia Joan Flannery, dated January 28, 2000 and recorded with the Middlesex County (South District) Registry of Deeds in Book 31111, Page 116 (the "Grantor's Land");

WHEREAS, the Town of Acton is the owner of real property known and numbered as 28 Willow Street and 214 Central Street, Acton, MA. which was taken by the Town of Acton for nonpayment of taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998) (the "ACHC Land").

WHEREAS, Article 29 on the Warrant of the 2006 Acton Annual Town Meeting provides as follows:

To see if the Town will vote to transfer the real property at 28 Willow Street and 214 Central Street, Acton, MA. which was taken by the Town for nonpayment taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998), and which is held for municipal purposes as provided by Massachusetts General Law, Chapter 60, Section 77, from the tax title custodian to the Board of Selectmen for the purpose of conveyance, and to authorize the Board of Selectmen to convey such real property on such terms and conditions and for such consideration, which may include non-monetary consideration, as the Selectmen may determine, to the Acton Community Housing Corporation ("ACHC"), a non-profit housing corporation subject to the supervision of the Board of Selectmen pursuant to Chapter 143 of the Acts of 1996, for purposes of re-conveyance by ACHC, with the approval of the Board of Selectmen, to a qualified developer of affordable housing, selected pursuant to a Request for Proposals ("RFP"), which RFP shall specify restrictions on the subsequent use of the property for residential and affordable housing purposes, or take any other action relative thereto.

WHEREAS to help ensure that the foregoing project succeeds, the Grantor intends to convey to the Grantee an easement for driveway, parking and access purposes as set forth herein;

NOW THEREFORE, for one dollar (\$1.00) and other adequate non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Upon written request from ACHC made within nine months after the 2006 Acton Annual Town Meeting has voted to approve Article 29 substantially as set forth above, Flannery shall grant to ACHC an Easement substantially in the form attached hereto as Exhibit A.

2. Within nine months after commencement or within three months after completion of construction of the proposed residential development on the ACHC Land, whichever is earlier, ACHC shall cause to be implemented the landscaping improvements within the easement area as referenced in the Easement.

3. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

WITNESS the execution hereof under seal the 3 day of April, 2006.

GRANTOR:

Cecelia Joan Flannery  
Cecelia Joan Flannery

COMMONWEALTH OF MASSACHUSETTS )

)ss:

COUNTY OF MIDDLESEX )

On the 3rd day of April, 2006, before me, the undersigned Notary Public, personally appeared, Cecelia Joan Flannery, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose, and as such was authorized to execute this instrument.



(Official signature and seal of notary)

Notary Public: Susan Carol Bricker

My Commission Expires: Sept. 21, 2012

GRANTEE:

Nancy Tavernier  
Acton Community Housing Corporation  
By: Nancy Tavernier  
Its: Duly Authorized Chair

COMMONWEALTH OF MASSACHUSETTS )

)ss:  
COUNTY OF MIDDLESEX )

On the 3 day of April, 2006, before me, the undersigned Notary Public, personally appeared, Nancy Tavernier, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the authorized official of the Acton Community Housing Corporation and, as such, was authorized to execute this instrument.

Christine M. Joyce  
(Official signature and seal of notary)  
Notary Public: \_\_\_\_\_  
My Commission Expires: Sept 26, 2008

**Review by Acton Building Commissioner**

The undersigned Building Commissioner of the Town of Acton states that I have reviewed this Agreement and the attached proposed Easement and Easement Area. Based on this review, it is my opinion as the Zoning Enforcement Officer of the Town of Acton that the grant of the Easement does not affect the existing zoning status of the Grantor's parcel.

Garry Rhodes  
Acton Building Commissioner  
By: Garry Rhodes

COMMONWEALTH OF MASSACHUSETTS )

)ss:  
COUNTY OF MIDDLESEX )

On the 3 day of April, 2006, before me, the undersigned Notary Public, personally appeared, Garry Rhodes, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the Acton Building Commissioner.

Christine M. Joyce  
(Official signature and seal of notary)  
Notary Public: \_\_\_\_\_  
My Commission Expires: Sept 26, 2008

Approval of the Acton Board of Selectmen

Pursuant to Section 2(d) of Chapter 143 of the Acts of 1996, the Acton Board of Selectmen, at a meeting duly called for the purpose on 3/3/06, 2006, voted to approve and does hereby approve the prospective acquisition by the Acton Community Housing Corporation of the Easement described herein.

Acton Board of Selectmen,

[Signature]  
Peter K. Ashton, Chairman

[Signature]  
F. Dorc Hunter

[Signature]  
Lauren S. Rosenzweig

\_\_\_\_\_  
Walter M. Foster

\_\_\_\_\_  
Andrew D. Magee

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this 3 day of April, 2006, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of Personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

[Signature]  
(Official signature and seal of notary)  
Notary Public: Christine M. Joyce  
My Commission Expires: Sept 26, 008

EASEMENT

This Easement is made this \_\_\_ day of \_\_\_\_\_, 2006, by **Cecelia Joan Flannery**, of 544 Massachusetts Avenue, Acton, Massachusetts 01720 (AGrantor® or "Flannery") and the **Acton Community Housing Corporation**, a Massachusetts nonprofit housing corporation established pursuant to Chapter 143 of the Acts of 1996, with a principal place of business at Acton Town Hall, 472 Main Street, Acton, Massachusetts 01720 (AGrantee® or "ACHC").

WHEREAS, Grantor is the owner of the real property by deed of Edward W. and Cecelia Joan Flannery, dated January 28, 2000 and recorded with the Middlesex County (South District) Registry of Deeds in Book 31111, Page 116 (the "Grantor's Land");

WHEREAS, Grantee is the owner of real property known and numbered as 28 Willow Street and 214 Central Street, Acton, MA, which was taken by the Town of Acton for nonpayment of taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998) and which was conveyed by the Town of Acton to the Grantee by Deed dated \_\_\_\_\_, 2006, and recorded with said Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Grantee's Land"); and

WHEREAS, Grantor and Grantee intend by this document to create easements for driveway, parking and access purposes as set forth herein;

NOW THEREFORE, for one dollar (\$1.00) and other adequate non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its successors and assigns the perpetual right and easement on, under, over and across Easement Area identified as the "Proposed Access & Utility Easement" (the "Easement Area") as shown on a plan of land entitled "Easement Plan of Land in Acton, Massachusetts, Owned by Cecelia Joan Flannery, 206 Central Street," Scale: 1@ = 10=, dated March \_\_, 2006, and recorded herewith and to which plan specific reference is made for a more particular description of said Easement Area, to (a) locate, relocate, construct, reconstruct, install, operate, maintain, access on foot or by motor vehicle, inspect, repair, replace, alter, and/or remove a paved driveway and associated drainage and underground utilities, and (b) pass and re-pass by foot and by vehicle for access to and egress from the Grantee's Land and buildings and improvements now or hereafter situated on Grantee's Land to and from the abutting public way. The Grantee shall have the exclusive right to park a vehicle or vehicles on the driveway within the Easement Area and to use the surface of the Easement Area; otherwise, the Grantor reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's reasonable use and enjoyment thereof.

2. This Easement is not intended to permit Grantee or any employees, tenants, guests, or invitees thereof, or any employees, guests, or invitees of such tenants, to enter upon any portion of Grantor's Land other than on the Easement Area created by this Easement.

3. Within one year after the grant of this Easement, the Grantee shall install and thereafter perpetually maintain landscaping within the Easement Area as shown on the Landscape Plan depicted on a plan of land entitled "Site Plan of Land in Acton, Massachusetts,

Prepared for the Town of Acton, 28 Willow Street & 214 Central Street," dated March \_\_, 2006.

4. The terms of this Easement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall run with the Grantor's Land and therefore bind the heirs, successors and assigns of Grantor for the benefit of Grantee and any successor owner of Grantee's Land.

5. This Easement shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of this Easement shall be binding upon all the parties having or acquiring any right, title or interest in any of Grantor's Land and shall be for the benefit of each owner and successor owner of Grantee's Land.

WITNESS the execution hereof under seal the 3 day of April, 2006.

GRANTOR:

Cecelia Joan Flannery  
Cecelia Joan Flannery

COMMONWEALTH OF MASSACHUSETTS )

)ss:

COUNTY OF MIDDLESEX )

On the 3rd day of April, 2006, before me, the undersigned Notary Public, personally appeared, Cecelia Joan Flannery, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose, and as such was authorized to execute this instrument.



(Official signature and seal of notary)

Notary Public: Susan Carol Bricker  
My Commission Expires: Sept 21, 2012

GRANTEE:

Nancy Tavernier  
Acton Community Housing Corporation  
By: Nancy Tavernier  
Its: Duly Authorized Chair

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF MIDDLESEX )  
)ss:

On the 3 day of April, 2006, before me, the undersigned Notary Public, personally appeared, Nancy Tavernier, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the authorized official of the Acton Community Housing Corporation and, as such, was authorized to execute this instrument.

[Signature]  
(Official signature and seal of notary)  
Notary Public: \_\_\_\_\_  
My Commission Expires: Sept 24, 2008

**Approval of the Acton Board of Selectmen**

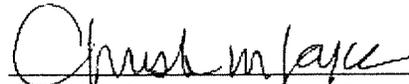
Pursuant to Section 2(d) of Chapter 143 of the Acts of 1996, the Acton Board of Selectmen, at a meeting duly called for the purpose on 4/3/06, 2006, voted to approve and does hereby approve the acquisition by the Acton Community Housing Corporation of the foregoing Easement.

Acton Board of Selectmen,  
[Signature]  
Peter K. Ashton; Chairman  
[Signature]  
F. Dore Hunter  
[Signature]  
Lauren S. Rosenzweig  
[Signature]  
Walter M. Foster  
[Signature]  
Andrew D. Magee

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On this 3 day of April, 2006, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of Personally known to me, to be the person whose name is

signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

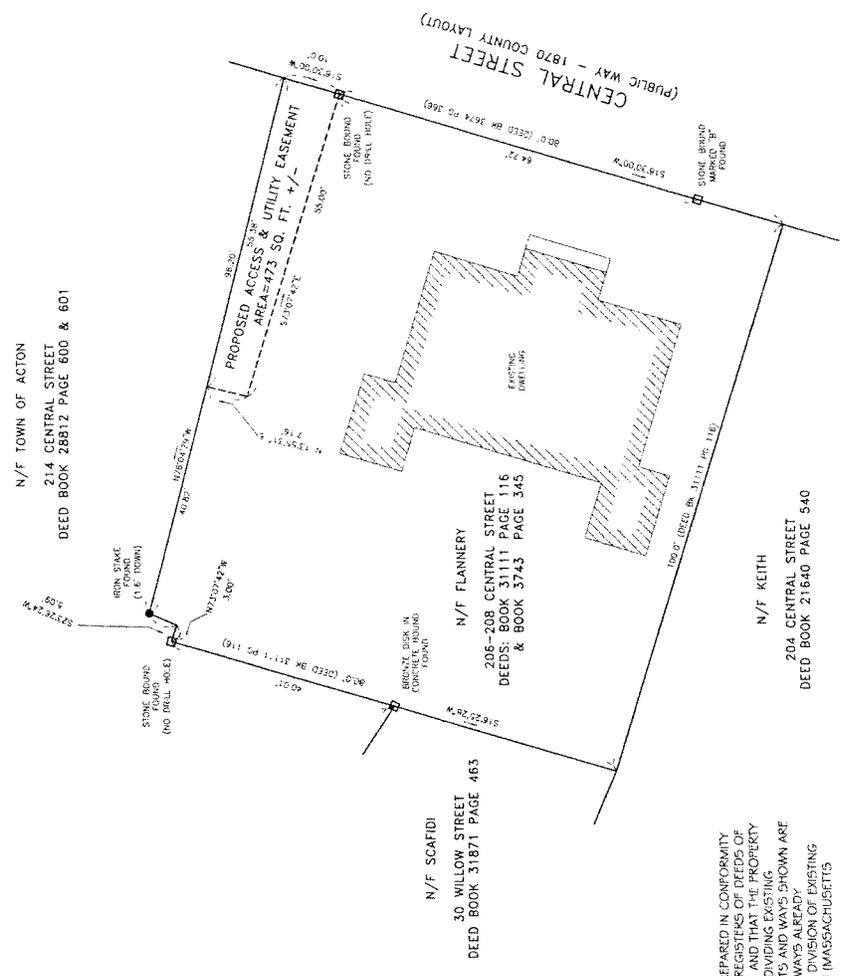
  
\_\_\_\_\_  
(Official signature and seal of notary)

Notary Public: \_\_\_\_\_  
My Commission Expires: Sept 26, 2008

NOTES:

1. THE SUBJECT PROPERTY IS SHOWN AS PARCEL 76 ON SHEET F-2B OF THE ACTON TOWN ATLAS.
2. ZONING DISTRICT: VILLAGE RESIDENTIAL (V-R)
3. GROUNDWATER PROTECTION DISTRICT - ZONE 3
4. FLOOD AREA - ZONE X - OUTSIDE OF THE 500-YEAR FLOOD PLAIN.
5. THE EXISTING PROPERTY MONUMENTATION WAS LOCATED FROM A FIELD SURVEY CONDUCTED BY THE TOWN OF ACTON ENGINEERING DEPARTMENT FROM FEBRUARY 6 - 8, 2006.

REGISTRY PLAN 2221 OF 1953



SEE THE FOLLOWING DOCUMENTS RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS:

DEEDS- BOOK 31111 PG 116 (TOWN ATLAS MAP F-2B PARCEL 76)  
 - BOOK 3743 PG 345 (TOWN ATLAS MAP F-2B PARCEL 76)  
 - BOOK 3674 PG 366 (TOWN ATLAS MAP F-2B PARCEL 76)  
 - BOOK 28812 PG 600 (TOWN ATLAS MAP F-2B PARCELS 65)  
 - BOOK 28812 PG 601 (TOWN ATLAS MAP F-2B PARCELS 64)  
 - BOOK 12870 PG 293 (TOWN ATLAS MAP F-2B PARCELS 64 & 65)  
 - BOOK 31871 PG 463 (TOWN ATLAS MAP F-2B PARCEL 75)  
 - BOOK 21640 PG 540 (TOWN ATLAS MAP F-2B PARCEL 77)

PLANS- PLAN ENTITLED "PLAN OF LAND IN ACTON, MASSACHUSETTS (MIDDLESEX COUNTY), PREPARED FOR THE TOWN OF ACTON, 28 WILLOW STREET, CENTRAL STREET, SCALE = 10', RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS BY THE ACTON ENGINEERING DEPARTMENT" TO BE RECORDED HERewith.

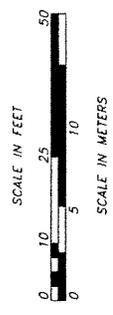
- BOOK 8188 PG END (2221 OF 1953)  
 - BOOK 4730 PG END

SEE ALSO THE FOLLOWING PLANS IN THE TOWN OF ACTON ENGINEERING DEPARTMENT:

- 1870 COUNTY LAYOUT OF CENTRAL STREET ENTITLED "PLAN OF COUNTY ROAD LEADING FROM THE HARVARD TURNPIKE SO CALLED IN WEST ACTON TO THE CEMETERY, PREPARED BY W. D. TUTTLE, ENGINEER" (PLAN #H018)

EASEMENT PLAN OF LAND  
 IN  
 ACTON, MASSACHUSETTS  
 (MIDDLESEX COUNTY)  
 OWNED BY CECELIA JOAN FLANNERY  
 206 CENTRAL STREET  
 SCALE: 1" = 10' MARCH 15, 2006

PREPARED BY  
 THE TOWN OF ACTON ENGINEERING DEPARTMENT  
 472 MAIN STREET ACTON, MA 01720



I CERTIFY THAT THIS PLAN WAS HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS, AND THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING PARCELS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN (MASSACHUSETTS GENERAL LAWS CHAPTER 41 SECTION 81X).



DAVID F. ABBOTT, P.L.S. #228911  
 APR 15 2006

## **10. Comprehensive Permit Plan Sheets**

- Sheet 1 Natural Features and Existing Conditions Plan  
Layout Plan
- Sheet 2 Site Development Plan  
Erosion and Sedimentation Control Plan  
Construction Details Plan
- Sheet 3 Preliminary Utilities Plan
- Sheet 4 Recordable Plan
- Sheet 5 Proposed Schematic Site Plan
- Sheet 6 Proposed Schematic Elevations
- Sheet 7 Approval Not Required Plan
- Sheet 8 Plan of Land
- Sheet 9 Landscape Plan
- Sheet 10 Proposed Subsurface Sewage Disposal Plan
- Sheet 11 Proposed Sewage Disposal Plan Construction Details  
and Specifications
- Sheet 12 Easement Plan for 206-208 Central Street