



D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.  
Attorneys at Law

268 Main Street | P.O. Box 2223 | Acton, MA 01720  
tel 978.263.7777  
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Louis N. Levine  
F. Alex Parra  
Cathy S. Netburn  
Maryann Cash Cassidy

June 16, 2016

**HAND DELIVERED**

Eva Szkaradek, Town Clerk  
Town of Acton  
472 Main Street  
Acton, MA 01720

RE: 248 High Street, Acton – Application for Comprehensive Permit pursuant to  
G. L. c40B, §§20-23

Dear Ms. Szkaradek:

Enclosed please find original and one copy of the following:

1. Check in the amount of \$1000 for filing fee of Comprehensive Permit Application Form;
2. Comprehensive Permit - Application Form;
3. Comprehensive Permit - Development Impact Report;
4. Comprehensive Permit – Designer’s Certificate;
5. Comprehensive Permit – Development Schedule;
6. Comprehensive Permit – Unit Composition Schedule;
7. Comprehensive Permit – Development Pro Forma;
8. Certificate of Legal Existence;
9. Certificate of Organization;
10. Quitclaim Deed transferring the property to 248 High Street, LLC, and recorded in the Middlesex South District Registry of Deeds in Book 66792, Page 231;
11. Department of Housing & Community Development letter dated May 24, 2016;
12. Proposed Regulatory Agreement;
13. Letter dated March 30, 2016, from the Acton Board of Selectmen;
14. Letter dated March 28, 2016, from the Acton Community Housing Corporation;



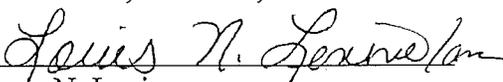
D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

Attorneys at Law

15. Fidelity National Title Insurance Company Owner's Policy of Title Insurance;
16. Certified list of parties in interest certified by Acton Assessors dated 6/1/16;
17. Plan of Land recorded in the Middlesex South District Registry of Deeds as Plan 105 of 2016;
18. Architectural renderings and plans;
19. Letter dated June 10, 2016, from Maureen M. O'Hagan, MCO Housing Services;
20. Price calculator and marketing materials;
21. Department of Housing and Community Development CH40B Subsidized Housing Inventory;
22. Acton Community Housing Corporation Subsidized Housing Inventory Report June 2016;
23. Draft Adeline Way Homeowners Trust;
24. Draft Master Declaration of Protective Covenants;
25. Plan entitled Comprehensive Permit Plan Set 248 High Street, Acton, Massachusetts "Adeline Way";
26. Stormwater Management Report for 248 High Street, LLC, June, 2016;
27. Earthwork Calculations for 248 High Street, LLC, June 2016;
28. Water Balance Calculations for 248 High Street, LLC, June 2016;
29. Waiver request from the Town of Acton Local Regulations; and
30. DHCD Team Experience– Developer/Contractor Qualifications;

Very truly yours,

D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

By:   
Louis N. Levine

LNL/amc

Enclosures

cc: Acton Board of Appeals – 19 copies (12-36x24 of Plan #25; 7-11x17 of Plan #25)

Nancy Tavernier – Via Email - [ntavern@comcast.net](mailto:ntavern@comcast.net)

Client – Via Email

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248 High Street LLC

1011

5-7017/2110

Date 6/14/16

Pay to the  
Order of

Town of Acton

\$ 1000

One thousand dollars and 00/100

Dollars

Security details  
on back.

Citizens Bank  
Massachusetts

For

Competition Permit App Fee

Maria Lucia

MP

⑆ 211070175⑆ 1326774163⑆ 1011

TO REORDER VISIT WWW.CARDUSECHECKS.COM

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**COMPREHENSIVE PERMIT  
APPLICATION FORM**

Refer to the "Rules and Regulations for Comprehensive Permits" available from the office of the Board of Appeals for detailed permit filing requirements. Contact the Building Department at 264-9632 with any questions. Incomplete applications may be denied.

(Please type or print your application)

1. Street Address of Site 248 High Street, Acton  
Name of Proposed Development Adeline Way
2. Applicant's Name 248 High Street, LLC  
Address 159-1 Prospect Street, Acton, MA 01720  
Telephone 508-331-4979 Fax \_\_\_\_\_ e-mail joseph@nesitedevelopment.com
3. Record Owner Name 248 High Street, LLC  
Address: 158-1 Prospect Street, Acton, MA 01720  
Telephone 508-331-4979
4. Zoning District(s) of Parcel(s) R-4  
Town Atlas Map(s)/ Parcel Number(s) J3-7
- 5 a) Total development site area 1.5 a) Number of dwelling units 8  
c) Number of affordable units 2 d) Number of units accessible/  
e) Total open space area approximately 59%a adaptable for persons w/ disabilities 0  
g) Total length of road(s) public \_\_\_\_\_ ft private 230 ft  
i) Method of wastewater disposal Public sewer

The undersigned hereby apply to the Planning Board for a Comprehensive Permit under M.G.L. c. 40B, §§ 20-23. The undersigned hereby certify that the information on this application and plans submitted herewith are correct, and that, to the best of his/her knowledge, the application complies with all applicable provisions of Law and Regulations.

Signed under the penalties of perjury in accordance with M.G.L. c. 268, § 1A.

248 HIGH STREET, LLC

By: [Signature]  
Signature of Petitioner(s)  
Joseph Levine, Manager

June 17, 2016  
Date

\_\_\_\_\_  
Signature of Petitioner(s)

\_\_\_\_\_  
Date

**RECORD OWNER'S KNOWLEDGE AND CONSENT**

I hereby assert that I have knowledge of and give my consent to the application presented above.

248 HIGH STREET, LLC

By: [Signature]  
Signature of Record Owner(s)  
Joseph Levine, Manager

June 17, 2016  
Date

\_\_\_\_\_  
Signature of Record Owner(s)

\_\_\_\_\_  
Date

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COMPREHENSIVE PERMIT  
DEVELOPMENT IMPACT REPORT

(Please type or print information in blanks below)

1. Name of Proposed Subdivision Adeline Way
2. Location 248 High Street, Acton, MA 01720
3. Name of Applicant(s) 248 High Street, LLC
4. Brief Description of the Proposed Project 8 single family houses
5. Name of individual preparing this DIR Louis N. Levine  
 Address 268 Main Street, Acton, MA 01720  
 Business Phone 978-263-7777 Fax 978-264-4868 E-mail llevine@dlpnlaw.com  
 Professional Credentials Attorney - more than 40 years land use experience

**A. Site Description**

7. Present permitted and actual land uses by percentage of the site.

<i>Uses</i>	<i>Percentage</i>
Industrial	
Commercial	
Residential	100
Forest	
Agricultural	
Other (specify)	

8. Total acreage on the site: 1.5 acres.

Approximate Acreage	At Present	After Completion
Meadow or Brushland (non agriculture)	0	0
Forested	1.24	0.11
Agricultural (includes orchards, cropland, pasture)	0	0
Wetland	0	0
Water Surface Area	0	0
Flood Plain	0	0
Unvegetated (rock, earth, or fill)	0	0
Roads, buildings and other impervious surfaces	0.18	0.59
Other (indicate type) <u>Open/Lawn</u>	0.08	0.80

9. List the zoning districts in which the site is located and indicate the percentage of the site in each district. *Note: include overlay zoning districts.*

District	Percentage
R-4	100

10. Predominant soil type(s) on the site: Montauk & Ridgebury

Soil drainage (Use the US Soil Conservation Service's definition)

Soil Type	% of the Site
Well drained	78%
Moderately well drained	
Poorly drained	22%

11. Are there bedrock outcroppings on the site?  yes  no

12. Approximate percentage of proposed site with slopes between:

Slope	% of the Site
0 - 10%	100%
10 - 15%	
Greater than 15%	

13. In which of the Groundwater Protection Districts is the site located? How close is the site to a public well? Zone(s) 4 Proximity to a public well: +/- 1,500 feet

14. Does the project site contain any species of plant or animal life that is identified as rare or endangered? (Consult with the Massachusetts National Heritage Program and the Acton Natural Resources Director).  yes  no

If yes, specify: \_\_\_\_\_

15. Are there any unusual or unique features on the site such as trees larger than 30 inches D.B.H., bogs, kettle ponds, eskers, drumlins, quarries, distinctive rock formation or granite bridges?  yes  no

If yes, specify: \_\_\_\_\_

16. Are there any established footpaths running through the site or railroad right of ways?  yes  no If yes, specify: \_\_\_\_\_

17. Is the site presently used by the community or neighborhood as an open space or recreation area?  yes  no

Is the site adjacent to conservation land or a recreation area?  yes  no

If yes, specify: The adjacent parcel in the rear of the site is owned by Town of Acton for conservation purposes

18. Does the site include scenic views or will the proposed development cause any scenic vistas to be obstructed from view?  yes  no

If yes, specify: \_\_\_\_\_

19. Are there wetlands, lakes, ponds, streams, or rivers within or contiguous to the site?  yes  no

If yes, specify: \_\_\_\_\_

20. Is there any farmland or forestland on the site protected under Chapter 61A or 61B of the Massachusetts General Laws?  yes  no

If yes, specify: \_\_\_\_\_

21. Has the site ever been used for the disposal of hazardous waste?  yes  no

Has a 21E Study been conducted for the site?  yes  no

If yes, specify results: \_\_\_\_\_

22. Will the proposed activity require use and/or storage of hazardous materials, or generation of hazardous waste?  yes  no

If yes, specify \_\_\_\_\_

23. Does the project contain any buildings or sites of historic or archaeological significance? (Consult with the Acton Historic Commission or the Acton Historical Society.)

yes  no

~~If yes, please describe~~ House at site is not on the Acton Cultural List which the Historic Commission references on its website. The house is in the Massachusetts Cultural Resource Information System. However, pursuant to Demolition Delay Bylaw, Historic Commission has allowed demolition of the house after September 9, 2016.

24. Is the project contiguous to or does it contain a building in a local historic district or national register district?  yes  no

25. Is the project contiguous to any section of the Isaac Davis Trail?

yes  no If yes, please describe \_\_\_\_\_

**B. Circulation System**

26. What is the average weekday traffic and peak hour traffic volumes generated by the proposed development?

Average weekday traffic		77 approximately
Average peak hour volumes	weekday morning	6 approximately
Average peak hour volumes	weekday evening	8 approximately
Average peak hour volumes	Saturday	8 approximately

27. Existing street(s) providing access to proposed subdivision:

Name High Street Town Classification R-4

28. Existing intersection(s): list intersections located within 1000 feet of any access to the proposed development.

Rt. 62, Adams Street, Parker Street, Puritan Street

29. Location of existing sidewalks within 1000 feet of the proposed site.  
Existing sidewalk along frontage of property

30. Location of proposed sidewalks and their connection to existing sidewalks:

n/a. See 29

31. Are there parcels of undeveloped land adjacent to the proposed site?  yes  no

Will access to these undeveloped parcels be provided within the proposed site?  
 yes  no

If yes, please describe \_\_\_\_\_

If no, please explain why Town owned, conservation land. Conservation Commission does not want access from site

**C. Utilities and Municipal Services**

32. What is the total number of bedrooms proposed? 24

33. If the development has a nonresidential component, what will be its use and size (s.f.)?  
n/a

34. Storm Drainage

a. Describe type, location, and surface water body receiving current surface water of the site:  
Runoff from rear of site discharge to abutting land of the Town of Acton. The front of the site discharges to High Street

b. Describe the proposed drainage system and how it will alter existing drainage patterns:  
Proposed system will use underground detention system to mimic existing drainage patterns

c. Will a NPDS Permit be required?  yes  no

35. Estimate the fire department response time to the site (consult with Fire Dept.) Approximately 4 minutes
36. Schools (if residential)
- a. Projected number of new school age children: 16
- b. Distance to nearest school: approximately 2.8 miles

**E. Measures to Mitigate Impacts**

Attach brief descriptions of the measures that will be taken to: See attached

37. Prevent surface water contamination.
38. Prevent groundwater contamination:
39. Maximize groundwater recharge.
40. Prevent erosion and sedimentation.
41. Maintain slope stability.
42. Design the project to conserve energy.
43. Preserve wildlife habitat.
44. Preserve wetlands.
45. Ensure compatibility with the surrounding land uses.
46. Control peak runoff from the site so that the post-development rate of runoff will be no greater than the predevelopment rate of runoff for the 10-year storm event.
47. Preserve historically significant structure and features on the site.
48. To mitigate the impact of the traffic generated by the development.

Please use layman's terms where possible while still being accurate and comprehensive. Where appropriate, graphics shall be used. List sources of data, reference materials, and methodology used to determine all conclusions. Use additional sheets as necessary.

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COMPREHENSIVE PERMIT  
DESIGNER'S CERTIFICATE

I hereby certify that the accompanying plan entitled "Comprehensive Permit Plan Set - 248

High Street - Acton, Massachusetts - "Adeline Way" dated June, 2016  
Plan No. L-12984

is correct, stating that the perimeter traverse of the subdivision before adjustment was closed to

an accuracy of a ratio "error of closure" not to exceed 1:15,000\*; that it is a subdivision of 1.50

acres conveyed by Elizabeth H. Rader to

248 High Street, LLC by a deed, dated

February 6, 2016 and recorded in Middlesex County Registry of Deeds, South District,

Book 66792, Page 231.

Other sources of information used in the preparation of the plan are:

1. Other deeds and plans, as follows Plan 105 of 2016.

2. Oral information furnished by \_\_\_\_\_

3. Other \_\_\_\_\_

Furthermore, I certify that this survey was made on the ground in accordance with the "Procedural and Technical Standards for the Practice of Land Surveying", Section 250 CMR\*\* 5.0 between 4/22/16 and 4/22/16.  
(date) (date)



Signed [Signature] 6/7/2016  
Registered Land Surveyor Date

Address DAVID E. ROSS ASSOCIATES, INC.  
P.O. BOX 368, 111 FITCHBURG ROAD, AYER, MA 01432

Registration No. 36863

\* As described in the "1989 Manual of Instructions for the Survey of Lands and Preparation of Plans" published by the Land Court of the Commonwealth of Massachusetts, as most recently amended.

\*\* Code of Massachusetts Regulations

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**COMPREHENSIVE PERMIT  
DEVELOPMENT SCHEDULE**

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
Projected completion date:	3/1/17	5/1/17	7/1/17			
Number of affordable units:	2					2
Number of market units:	2	2	2			6
Subtotal by phase:	4	2	2			8

For the last development phase, or if only one development phase is proposed, suggest below a building permit schedule by which affordable units will be completed. Generally, the Board will allow a staggered completion of market rate and affordable units but requires the completion of all affordable units before the issuance of the last building permit(s) in the project.

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**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
1-bedroom	Affordable					
	Market rate					
2-bedrooms	Affordable					
	Market rate					
3-bedrooms	Affordable	2	2.5	approx. 1768	200,200	90
	Market rate	6	2.5	approx. 2500	599,999	90
4-bedrooms	Affordable					
	Market rate					
5 or more bedrooms	Affordable					
	Market rate					
<b>Totals</b>		8	20	18,536	4,000,399	180

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**COMPREHENSIVE PERMIT  
DEVELOPMENT PRO FORMA**

SEE ATTACHED

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.

<u>A. Costs:</u>	<u>Total Costs</u>	<u>Per Unit</u>
<b>(a) Site Acquisition:</b>	\$ _____	\$ _____
<i>Hard Costs</i>		
(b) Site Preparation	\$ _____	\$ _____
(c) Landscaping	\$ _____	\$ _____
(d) Residential Construction	\$ _____	\$ _____
(e) Subtotal Hard costs (b+c+d)	\$ _____	\$ _____
(f) Contingency	\$ _____	\$ _____
<b>(g) Total Hard Costs (e+f):</b>	\$ _____	\$ _____
<i>Soft Costs</i>		
(h) Permit/Surveys	\$ _____	\$ _____
(i) Architectural	\$ _____	\$ _____
(j) Engineering	\$ _____	\$ _____
(k) Legal	\$ _____	\$ _____
(l) Insurance	\$ _____	\$ _____
(m) Security	\$ _____	\$ _____
(n) Developer's Fee	\$ _____	\$ _____
(o) Construction Manager	\$ _____	\$ _____
(p) Property Manager	\$ _____	\$ _____
(q) Construction Interest	\$ _____	\$ _____
(r) Financing/Application Fees	\$ _____	\$ _____
(s) Utilities	\$ _____	\$ _____
(t) Maintenance (unsold units)	\$ _____	\$ _____
(u) Accounting	\$ _____	\$ _____
(v) Marketing	\$ _____	\$ _____
(w) Subtotal Soft Costs (add h - v)	\$ _____	\$ _____
(x) Contingency	\$ _____	\$ _____
<b>(y) Total Soft Costs (w+x):</b>	\$ _____	\$ _____
<b>(z) Total Development Costs (a+g+y):</b>	\$ _____	\$ _____

COMPREHENSIVE PERMIT  
DEVELOPMENT PRO FORMA

	Total Costs	Per Unit
<b>(a) Site Acquisition</b>	<b>\$339,000</b>	<b>\$42,375</b>
<b><u>Hard Costs:</u></b>		
Earth Work	\$325,000	\$40,625
Site Utilities	\$100,000	\$12,500
Roads & Walks	\$50,000	\$6,250
Site Improvement	\$10,000	\$1,250
Lawns & Planting	\$50,000	\$6,250
Demolition	\$15,000	\$1,875
Unusual Site Conditions	\$0	\$0
<b>(b) Total Site Work</b>	<b>\$550,000</b>	<b>\$68,750</b>
Concrete	\$100,000	\$12,500
Masonry	\$0	\$0
Metals	\$0	\$0
Carpentry	\$650,000	\$81,250
Roofing & Insulation	\$140,000	\$17,500
Doors & Windows	\$140,000	\$17,500
Interior Finishes	\$400,000	\$50,000
Cabinets & Appliances	\$170,000	\$21,250
Plumbing & HVAC	\$185,000	\$23,125
Electrical	\$100,000	\$12,500
<b>(c) Total Construction</b>	<b>\$1,885,000</b>	<b>\$235,625</b>
<b>(d) General Conditions</b>	<b>\$18,850</b>	<b>\$2,356</b>
<b>(e) Subtotal Hard Costs (a+b+c+d)</b>	<b>\$2,792,850</b>	<b>\$349,106</b>
<b>(f) Contingency</b>	<b>\$69,821</b>	<b>\$8,728</b>
<b>(g) Total Hard Costs (e+f)</b>	<b>\$2,862,671</b>	<b>\$357,834</b>

**Soft Costs:**

Permits/Surveys	\$85,000	\$10,625
Architectural	\$20,000	\$2,500
Engineering	\$35,000	\$4,375
Legal	\$20,000	\$2,500
Bond Premium	\$500	\$63
Real Estate Taxes	\$20,000	\$2,500
Insurance	\$10,000	\$1,250
Security	\$0	\$0
Developer's Overhead	\$32,000	\$4,000
General Contractor's Overhead	\$37,700	\$4,713
Construction Manager	\$113,100	\$14,138
Property Manager	\$0	\$0
Construction Interest	\$50,000	\$6,250
Financing/Application Fees	\$15,000	\$1,875
Utilities	\$5,000	\$625
Maintenance (unsold units)	\$1,000	\$125
Accounting	\$5,000	\$625
Marketing	\$186,000	\$23,250

COMPREHENSIVE PERMIT  
DEVELOPMENT PRO FORMA

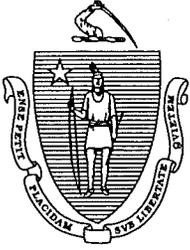
<b>(h) Subtotal Soft Costs</b>	<u>\$635,300</u>	<u>\$79,412</u>
<b>(i) Contingency</b>	<u>\$15,882</u>	<u>\$1,985</u>
<b>(j) Total Soft Costs (h+i)</b>	<u>\$651,182</u>	<u>\$81,398</u>
<b>(k) Total Development Costs (g+j)</b>	<u><u>\$3,513,853</u></u>	<u><u>\$439,232</u></u>

Affordable Projected Sales	\$400,400
Market Sales	\$3,599,994
Public Grants	\$0
<b>(A) Total Sources</b>	<u><b>\$4,000,394</b></u>

Construction Contract Amount	\$3,513,853
<b>(B) Total Development Costs</b>	<u><b>\$3,513,853</b></u>

<b>(C) Total Profit (A-B)</b>	<u><b>\$486,541</b></u>
<b>(D) Percentage Profit (C/B)</b>	<u><u><b>13.85%</b></u></u>

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*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

June 10, 2016

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**248 HIGH STREET, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 3, 2016**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOSEPH M. LEVINE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSEPH M. LEVINE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOSEPH M. LEVINE**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



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248 HIGH STREET, LLC  
CERTIFICATE OF ORGANIZATION

FILED

FEB 03 2016

SECRETARY OF THE COMMONWEALTH  
CORPORATION AND BUSINESS DIVISION

Pursuant to the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certifies that a limited liability company has been organized under the Act as follows:

1. *Federal Employer Identification Number.* The federal employee identification number of the limited liability company to be formed hereby is being applied for.
2. *Name of the Limited Liability Company.* The name of the limited liability company formed hereby is 248 High Street, LLC (the "LLC").
3. *Office of the Limited Liability Company.* The street address of the office of the LLC in the Commonwealth at which the LLC will maintain its records in accordance with the Act is 159-1 Prospect Street, Acton, MA 01720.
4. *Business of the LLC.* The general character of the business of the LLC is to engage in investment in, and ownership and development of, real estate and interests therein, including buying, acquiring, owning, operating, selling, financing, refinancing, disposing of and otherwise dealing with interests in real estate, directly or indirectly through joint ventures, partnerships or other entities; and to engage in any activities directly or indirectly related or incidental thereto. However, the business and purposes of the LLC shall not be limited to its initial principal business activity and it shall have authority to engage in any other lawful business, trade, purpose, or activity permitted by the Act.
5. *Date of Dissolution.* The LLC shall have no fixed date upon which it shall dissolve.
6. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is Joseph M. Levine, 163 Island Road, Lunenburg, MA 01462.
7. *Manager.* The Manager of the LLC on the date of its organization for the purposes of the Act is Joseph M. Levine, 163 Island Road, Lunenburg, MA 01462.
8. *Execution of Documents (Secretary of State).* Joseph M. Levine, 163 Island Road, Lunenburg, MA 01462 is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of the Commonwealth of Massachusetts.
9. *Execution of Recordable Instruments.* Joseph M. Levine, 163 Island Road, Lunenburg, MA 01462 is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to effect an interest of real property of the LLC.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 31 day of January, 2016.

  
Joseph M. Levine, Manager

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ga

**QUITCLAIM DEED**

I, **ELIZABETH H. RADER**, as Personal Representative of the Estate of Nancy W. Rader, Middlesex Probate Number M115PO892EA, with an address of 16550 Emory Lane, Rockville, MD 20853 by power conferred by Decree of Sale of Real Estate issued by the Middlesex Probate Court dated September 9, 2015, and every other power, being unmarried, for consideration paid, and in full consideration of **Three Hundred and Thirty-Nine Thousand (\$339,000.00) Dollars**, grants to **248 HIGH STREET, LLC**, a Massachusetts limited liability company with a principal place of business at 159 -1 Prospect Street, Acton, Massachusetts,

*WITH QUITCLAIM COVENANTS*

A certain parcel of land, with the buildings thereon, situated in Acton, Middlesex County, Massachusetts and being shown as Lot 1 on a plan entitled, "Plan of Land in Acton, Mass.", Owned by the Estate of Nancy W. Rader, 248 High Street Acton, Mass. Prepared for: 248 High Street, LLC. Dated January 29, 2016. By Goldsmith, Prest & Ringwall, Inc. 39 Main Street, Suite 301, Ayer, MA 01432, which plan is to be recorded with the Middlesex South District Registry of Deeds herewith and to which plan reference may be had for a more particular description of said Lot 1.

Said Lot 1 contains 65,201 ± S.F. (1.50 ± Acres), according to said plan.

Meaning and intending to convey and hereby conveying all of the land described in a deed of Linda Laughland to Nancy W. Rader, dated September 9, 1982, recorded with the Middlesex South District Registry of Deeds in Book 14729, Page 386.

For title, see deed of Linda Laughland to Nancy W. Rader, dated September 9, 1982, and recorded with the Middlesex South District Registry of Deeds in Book 14729, Page 386. Nancy W. Rader died on October 20, 2014. See Middlesex Probate No. M115PO892EA and Death Certificate recorded with said Deeds in Book 66695, Page 505. Also, see Affidavit For Release of Estate Tax Lien, recorded with said Deeds in Book 66695, Page 507.

By execution hereof, Grantor releases all rights of homestead in the above-described Premises and confirms that no other person is entitled to an estate of homestead in the Premises.

Please return to: D'Agostine, Levine, Parra & Netburn, P.C.  
P. O. Box 2223, Acton, MA 01720

MASSACHUSETTS EXCISE TAX  
Southern Middlesex District LROD # 001  
Date: 02/11/2016 11:08 AM  
City: 237921 31407 Doc# 00022374  
Fee: \$1,646.84 Cons: \$339,000.00

248 High Street, Acton, MA

Plan # 105 of 2016

WITNESS my hand and seal this 6<sup>th</sup> day of February, 2016.

*Elizabeth H. Rader*

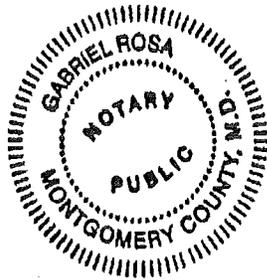
**ELIZABETH H. RADER**  
as Personal Representative of  
the Estate of Nancy W. Rader  
Middlesex Probate No. M115PO892EA

STATE OF MARYLAND

Montgomery County, ss.

Property address: 248 High Street, Acton, MA

On the date indicated above, before me, the undersigned notary public, personally appeared Elizabeth H. Rader, as Personal Representative of the Estate of Nancy W. Rader, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency, [ ] oath or affirmation of a credible witness, [ ] personal knowledge of the undersigned to be the person whose name is signed on this document, and acknowledged to me that she signed this document, as Personal Representative, as aforesaid, voluntarily for its stated purpose.



*Gabriel Rosa*

Notary Public

My Commission Expires: 12/02/2018

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Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Komegay, Undersecretary

May 24, 2016

Mr. Joseph Levine, Manager  
248 High Street, LLC  
159-1 Prospect Street  
Acton, Massachusetts 01720

Mr. Peter Berry, Chair  
Board of Selectman  
Town of Acton  
472 Main Street  
Acton, Massachusetts 01720

RE: 248 High Street, Acton, Massachusetts  
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Messrs. Levine and Berry:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed 248 High Street project has been approved. This approval is based on your application that sets forth a plan for the development of eight (8) homeownership units. The proposed sales prices of the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Department of Housing and Community Development (DHCD) staff has performed an on-site inspection of the proposed project sites. DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Acton housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project sponsor and the development team meet the general eligibility standards of the Local Initiative Program;
7. The project sponsor has control of the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

*Please provide us with a copy of the comprehensive permit as soon as it is issued.* The DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer, and DHCD prior to starting construction.

As stated in the application, the 248 High Street project will consist of eight (8) units, two (2) of which will be affordable and eligible for inclusion in the Acton's subsidized housing inventory. The affordable units will be marketed and sold to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans*;
2. Any changes to the application it has just reviewed and approved, including but not limited to alternations in unit mix, sales price, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;
3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and
4. The Town shall submit to DHCD the finalized details of the comprehensive permit.

Page 3  
248 High Street – Acton, MA

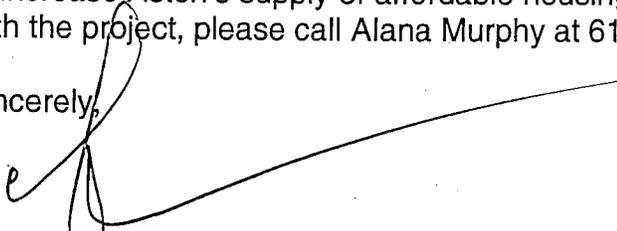
As the 248 High Street project nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Acton Board of Selectmen a project cost examination for the comprehensive permit project.

This letter shall expire two years from this date or on May 24, 2018 unless a comprehensive permit has been issued.

We congratulate the Town of Acton and 248 High Street, LLC on your efforts to work together to increase Acton's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,



Catherine Racer  
Associate Director

cc: Roland Bartl, Town Planner  
Steven Ledoux, Town Manager  
Jonathan Wagner, Zoning Board of Appeals  
Nancy Tavernier, Acton Housing Partnership  
Office of the Chief Counsel, DHCD

Enc.

**RESPONSIBILITY FOR COST CERTIFICATION:**

By your signature below, 248 High Street, LLC acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the Town of Acton with a project cost certification.

248 High Street, LLC  
Signature: [Handwritten Signature]  
Name (print): Joseph Levine, Manager  
Date: June 15, 2016

*Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program*

248 High Street, Acton, Massachusetts

**LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT**

**Sponsor:**  
248 High Street, LLC  
159-1 Prospect Street  
Acton, MA 01720

**Project Addresses:**  
248 High Street  
Acton, MA 01720

This project will provide ownership opportunities according to the following breakdown:

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross SF	Condo Fee	Maximum Sales Price
Market Units	6	3	2.5	2,446	N/A	\$599,900
LIP Units	2	3	2.5	1,768	N/A	\$190,500 \$200,200
<b>Total Units</b>	<b>8</b>					

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LOCAL INITIATIVE PROGRAM  
REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of \_\_\_\_\_ ("the Municipality"), and \_\_\_\_\_, a Massachusetts corporation/limited partnership/limited liability company, having an address at \_\_\_\_\_, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as \_\_\_\_\_ at a \_\_\_\_\_-acre site on \_\_\_\_\_ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of \_\_\_\_\_ condominium units/detached dwellings (the "Units") and \_\_\_\_\_ of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low and Moderate Income Units");

WHEREAS, [**For comprehensive permit projects add:** upon application of the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor, DHCD made a determination of project eligibility pursuant to 760 CMR 56.04 and the Project Sponsor has received a comprehensive permit from the Zoning Board of Appeals of the Municipality, which permit is recorded/filed at the \_\_\_\_\_ Registry of Deeds/Registry District of the Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/as Document No. \_\_\_\_\_ (the "Comprehensive Permit)] [**For Local Action Units add:** the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, [**for comprehensive permit projects add:** DHCD is issuing its final approval of the Project within the LIP Program

pursuant to Section 19 of this Agreement, and has given and will give technical and other assistance to the Project] **[for Local Action Units add:** DHCD has given and will give technical and other assistance to the Project];

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") **[for comprehensive permit projects add:** and in accordance with all terms and conditions of the Comprehensive Permit]. In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by DHCD, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- \_\_\_\_\_ of the Low and Moderate Income Units shall be one bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be two bedroom units;
- \_\_\_\_\_ of the Low and Moderate Income Units shall be three bedroom units; and,
- \_\_\_\_\_ of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. **[For comprehensive permit projects add:** Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit,] the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who

have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the \_\_\_\_\_ MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low and Moderate Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income unit will be preserved each time that subsequent resales of the Low and Moderate Income unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form

and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low and Moderate Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low and Moderate Income Unit is owned by DHCD.

**4. [For comprehensive permit projects where the Project Sponsor is a for-profit entity add:**

(a) Effective August 7, 2007, DHCD has adopted the policies, procedures, and forms for determining limited dividend compliance set forth in the MassHousing document entitled "Preparation of Cost Certification upon Completion of Homeownership 40B Project for Which MassHousing Serves as Project Administrator: Guidance to Developers and Municipalities" (the "MassHousing Guidance"). The MassHousing Guidance shall govern the cost certifications obligations of the Project Sponsor under this Agreement.

(b) The Project Sponsor shall be a limited dividend organization as defined by 760 CMR 56.01. Project Sponsor agrees that the aggregate profit from the Project which shall be payable to Project Sponsor or to the partners, shareholders or other owners of Project Sponsor or the Project shall not exceed twenty percent (20%) of total development costs of the Project, which development costs have been approved by DHCD (the "Allowable Profit").]

(c) Within one hundred eighty (180) days after Substantial Completion of the Project (as that term is defined in the MassHousing Guidance) or, if later, within sixty (60) days of the date on which all units in the Project are sold, the Project Sponsor shall deliver to the Municipality and to DHCD an itemized statement of total development costs together with a statement of gross income from the Project received by the Project Sponsor to date in form satisfactory to DHCD (the "Certified Cost and Income Statement") prepared and certified by a certified public accountant satisfactory to DHCD. DHCD requires the prequalification of the certified public accountant hired by the Project Sponsor as more particularly set forth in Article IV (D) of the Guidelines. If all

units at the Project have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arms-length sales of comparable units, and a final Certified Cost and Income Statement shall be required within sixty (60) days thereafter. Prior to DHCD's acceptance of the Certified Cost and Income Statement and for a period of 30 days after DHCD provides the Municipality with its determination of compliance with the limited dividend requirement, the Municipality shall have the option of having the Certified Cost and Income Statement evaluated for accuracy (e.g., absence of material errors) applying the same standards as DHCD by an independent auditor selected by the Municipality. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter make a final determination of the Project Sponsor's compliance with the limited dividend requirement.

(d) .All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Project Sponsor to the Municipality. The Municipality agrees that upon the receipt by the Municipality of any Excess Profit, the Municipality shall deposit any and all such Excess Profit into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A to be used by the Municipality for the purpose of reducing the cost of Low and Moderate Income Units to Eligible purchasers upon resale or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for persons and families of low and moderate income elsewhere in the Municipality. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD. For so long as the Project Sponsor complies with the requirements of this Section 4, the Project Sponsor shall be deemed to be a limited dividend organization within the meaning of the Act.]

**[For comprehensive permit projects where the Project Sponsor is a non-profit entity add:** Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to DHCD the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility – Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low and Moderate Income Units.]

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the

Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

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

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

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in paragraph 19, below).

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

10. Except for sales of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under

Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Project Sponsor shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

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

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

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

DHCD: Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge St., Suite 300  
Boston, MA 02114

Municipality:

Project Sponsor:

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 4 hereof, **[For comprehensive permit projects add: or (b) if a Comprehensive Permit is not granted to the Project Sponsor for the Project by either the Municipality's Board of Appeals (as that term is defined in the Regulations) or by the Housing Appeals Committee (as that term is used in the Act) within a period of eighteen months from the date of execution of this Agreement, or (c) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired]**. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

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

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements

of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

18. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

**[For comprehensive permit projects add:**

19. (a) When executed by DHCD, this Agreement shall constitute Final Approval of the Project as described in 760 CMR 56.04(7). DHCD hereby reaffirms and incorporates by reference in this Agreement each of the findings with respect to project eligibility required by 760 CMR 56.04(1) made in the Site Eligibility Letter for the Project dated \_\_\_\_\_.] **[If the Project Sponsor is a for-profit entity add:** The Project Sponsor hereby explicitly acknowledges its obligation to comply with the cost examination requirements defined in 760 CMR 56.04(8).]

**[If the Project Sponsor is a for-profit entity add:**

(b) The Project Sponsor has provided financial surety in a form and in the amount required by the Guidelines to ensure completion of the cost examination to the satisfaction of the DHCD and the distribution of excess funds as required at 760 CMR 56.04(8)(c). DHCD will provide a copy of this Agreement to the Municipality's Board of Appeals as required by 760 CMR 56.04(7).]

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

Executed as a sealed instrument as of the date first above written.

PROJECT SPONSOR

By: \_\_\_\_\_  
Its:

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

By: \_\_\_\_\_  
Its:

MUNICIPALITY

By: \_\_\_\_\_  
Its:

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Prices & Location of Low & Moderate Income Units  
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of the \_\_\_\_\_ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_,ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

**CONSENT TO REGULATORY AGREEMENT**

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ hereby consents to the execution and recording of this Agreement and agrees that in the event of any foreclosure or exercise of remedies under the mortgage it shall comply with the terms and conditions hereof.

LENDER:

\_\_\_\_\_

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

Its:

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

**COMMONWEALTH OF MASSACHUSETTS**

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

Print Name:

My Commission Expires:

**EXHIBIT A**

Re: \_\_\_\_\_  
(Project name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Developer)

Property Description

**EXHIBIT B**

Re: \_\_\_\_\_  
(Project name)  
\_\_\_\_\_  
(City/Town)  
\_\_\_\_\_  
(Developer)

Sales Prices for Low and Moderate Income Units

	<u>Sales Price</u>
Studio units	\$ _____
One bedroom units	\$ _____
Two bedroom units	\$ _____
Three bedroom units	\$ _____
Four bedroom units	\$ _____

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**TOWN OF ACTON**  
472 Main Street  
Acton, Massachusetts, 01720  
Telephone (978) 929-6611  
Fax (978) 929-6350

**Katherine Green**  
**Chairman, Board of Selectmen**

March 30, 2016

Alana Murphy, Deputy Associate Director  
Local Initiative Program  
Massachusetts Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

**Re: Local Initiative Program Application for Comprehensive Permit**  
**248 High Street, Acton, MA**

Dear Ms. Murphy:

The Acton Board of Selectmen supports the Local Initiative Program (LIP) comprehensive-permit application for the proposed development at 248 High Street in Acton. The Board formally endorsed the filing of the LIP application at its meeting on March 21, 2016.

The proposal reflects input from various representatives of the Town, and is consistent with the aim of the Town's own affordable housing guidelines and comprehensive permit policy to encourage the collaborative creation of smaller-scale affordable housing developments that respect local architectural traditions, natural resources, "smart growth" principles and other Town interests. Over the course of several months, the project proponents, who previously developed the well-regarded Davis Place LIP project on Massachusetts Avenue in Acton, met with Town Departments, Town Boards and members of the public to hear the Town's perspective regarding the conceptual plans.

The developers are proposing 8 detached, bungalow-style, 3-bedroom houses on a 1.5-acre parcel with an existing 1920 house in a residential district. The existing house is in poor condition and earlier efforts by the owner to find a suitable buyer able and willing to restore the 1920 residence were unsuccessful; the applicants plan to demolish the house. The rear of the site abuts a 4.6-acre Acton conservation parcel with a pond. The Powder Mill shopping plaza, with a large Stop & Shop and other stores, is one-half mile away and accessible via continuous sidewalks. Two of the houses will be deed-restricted affordable units.

The Selectmen hope that the Department of Housing and Community Development will approve the project under the Local Initiative Program. Thank you for your consideration.

Very truly yours,

Katherine Green, Chairman  
Acton Board of Selectmen

cc: Acton Community Housing Corporation

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**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](mailto:achc@acton-ma.gov)

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March 28, 2016

Alana Murphy, Deputy Associate Director  
Local Initiative Program  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Dear Alana:

The Acton Community Housing Corporation (ACHC) has voted to recommend an eight unit 40B proposal, Adeline Way, located at 248 High Street in Acton. This project is a DHCD Local Initiative Program (LIP) project. We have been meeting with the developer Joseph Levine since December 2015. There have been two meetings with ACHC, one meeting with the land use department heads, and an information session for abutters, town board members, and the general public. There have been no major concerns raised at these meetings other than the common abutter concern about density. Joe has worked with the abutters to help them understand the 40B process and the economic challenges of affordable housing development.

The review process Joe has followed is recommended by the ACHC in its Guidelines for Affordable Housing Development. This project is consistent with the Selectmen and Planning Board's Comprehensive Permit Policy which gives a preference for small scale in-fill development of twelve units or less especially in proximity to services that are walkable. Whenever the ACHC reviews 40B developments, we look for the positive features above and beyond the provision of affordable units. The first feature for this project is the willingness by the developer to do a LIP project which creates a collaborative process with the town in exchange for a smoother approval process.

The willingness of the developer to create a thoughtful quality design is a major positive. The house designs are consistent with the visual preference survey conducted among residents during the preparation of the Comprehensive Permit policy. The developer and builder have constructed a highly regarded 40B in Acton, Davis Place, and are also known for their quality-built market homes in the town. ACHC has found the density of 5.3 units per acre to be reasonable given the flat nature of the property and no wetlands issues that allow the houses to be spread out.

The project is located in an area that has existing infrastructure with town sewers and sidewalks that can be used to access services one half mile away in Powder Mill Plaza. There is also a 4.6 acre town-owned parcel of Open Space at the rear of the property that is fully wooded.

The ACHC strongly urges DHCD to approve this LIP application and to issue a site eligibility letter.

Sincerely,

A handwritten signature in cursive script that reads "Nancy E. Tavernier". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Nancy Tavernier, Chair  
Acton Community Housing Corporation

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# Fidelity National Title Insurance Company

POLICY NO.: 1397-1-2016-1-2016.27306-95266977

## OWNER'S POLICY OF TITLE INSURANCE

Issued by

*Fidelity National Title Insurance Company*

*Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.*

### COVERED RISKS

*SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:*

1. *Title being vested other than as stated in Schedule A.*
2. *Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from*
  - (a) *A defect in the Title caused by*
    - (i) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
    - (ii) *failure of any person or Entity to have authorized a transfer or conveyance;*
    - (iii) *a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
    - (iv) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
    - (v) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
    - (vi) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
    - (vii) *a defective judicial or administrative proceeding.*
  - (b) *The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.*
  - (c) *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.*
3. *Unmarketable Title.*
4. *No right of access to and from the Land.*
5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
  - (a) *the occupancy, use, or enjoyment of the Land;*
  - (b) *the character, dimensions, or location of any improvement erected on the Land;*
  - (c) *the subdivision of land; or*
  - (d) *environmental protection**if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *Title being vested other than as stated Schedule A or being defective*
  - (a) *as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or*
  - (b) *because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records*
    - (i) *to be timely, or*
    - (ii) *to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.*



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



By:

*[Signature]*

ATTEST

Notary

*[Signature]*

Secretary

Countersigned: *[Signature]*  
Authorized Signatory

Cathy S. Netburn

1397MA 2016-1  
D'Agostine, Levine, Parra & Netburn, P.C.  
268 Main St  
Acton, MA 01720-3713  
Tel: (978) 263-7777  
Fax: (978) 264-4868

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.





# Fidelity National Title

INSURANCE COMPANY  
OWNER'S POLICY

## SCHEDULE A

Policy No.: 27306-95266977

Office File No.: 2016-1

Address Reference: 248 High Street, Acton, MA 01720

Amount of Insurance: \$1,000,000.00

Premium: \$ 820.00 (with simultaneous issue of loan policy)

Date of Policy: February 11, 2016 at 11:08 A.M.

1. Name of Insured:

248 High Street, LLC

2. The estate or interest in the Land that is insured by this policy is: fee simple

3. Title is vested in:

248 High Street, LLC, by virtue of Quitclaim Deed dated February 6, 2016, recorded with the Middlesex South District Registry of Deeds on February 11, 2016 in Book 66792, Page 231.

4. The Land referred to in this policy is described as follows:

The Land referred to in this policy is located at 248 High Street, Town of Acton, County of Middlesex and Commonwealth of Massachusetts.

See "Exhibit A" attached hereto and made a part hereof.

Note: Recorded Documents referred to herein are recorded with the Middlesex South District Registry of Deeds.

Direct Claim Inquiries to Fidelity National Title Insurance Company  
Attn: Claims Dept P.O. Box 45023 Jacksonville, FL 32232-5023

Countersigned

BY

Cathy S. Netburn  
Authorized Signatory

---

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED



# Fidelity National Title

INSURANCE COMPANY  
OWNER'S POLICY

---

Owner's Policy No.: 27306-95266977

## EXHIBIT "A" - LEGAL DESCRIPTION

A certain parcel of land, with the buildings thereon, situated in Acton, Middlesex County, Massachusetts and being shown as Lot 1 on a plan entitled, "Plan of Land in Acton, Mass.", Owned by the Estate of Nancy W. Rader, 248 High Street Acton, Mass. Prepared for: 248 High Street, LLC. Dated January 29, 2016. By Goldsmith, Prest & Ringwall, Inc. 39 Main Street, Suite 301, Ayer, MA 01432, which plan is recorded with the Middlesex South District Registry of Deeds as Plan No. 105 of 2016 to which plan reference may be had for a more particular description of said Lot 1.



# Fidelity National Title

INSURANCE COMPANY  
OWNER'S POLICY

## SCHEDULE B EXCEPTIONS FROM COVERAGE

Owner's Policy No.: 27306-95266977

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any lien or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
2. Rights or claims of parties in possession.
3. Notwithstanding coverage provisions to the contrary contained herein any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Liens for taxes and assessments which become due and payable subsequent to the Date of Policy.
5. IF THE LAND IS A CONDOMINIUM UNIT:
  - a. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the Land or set forth in the Master Deed or Declaration of Condominium, in the related By-laws, or in the Declaration of Trust, as duly recorded in the appropriate Public Records and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
  - b. Loss or damage arising as a result of liens for common charges and attorney's fees in the enforcement of any lien for said charge.

**X FOR ADDITIONAL EXCEPTIONS, SEE SCHEDULE B CONTINUATION SHEET ATTACHED HERETO**

NOTE: The Amount of Insurance will automatically increase by 10% of the amount shown on Schedule A on each of the first five anniversaries of the Date of Policy shown on Schedule A with respect to policies insuring the title to Land on which there is situated a one-to-four family residential dwelling or a residential condominium unit as of the Date of Policy.

NOTE: This policy omits any covenants, conditions or restrictions referred to above or on attached continuation sheet, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal law, except to the extent that said covenants, conditions or restrictions are permitted by applicable state or federal law.



# Fidelity National Title

INSURANCE COMPANY

OWNER'S POLICY

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

Owner's Policy No.: 27306-95266977

Continuation Sheet

6. Sewer Betterment by the Town of Acton dated June 6, 2005, recorded with the Middlesex South District Registry of Deeds in Book 45383, Page 382.
7. Mortgage from 248 High Street, LLC, to Gloria J. Levine, in the original principal amount of \$1,000,000.00, dated February 9, 2016, recorded with said Registry of Deeds on February 11, 2016 in Book 66792, Page 233.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, 27306 (6/06)

lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and

ALTA Owner's Policy (6/17/06)

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it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

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expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

ALTA Owner's Policy (6/17/06)

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## 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

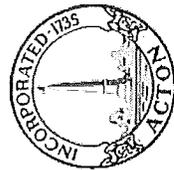
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

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Town of Acton  
 472 Main Street  
 Acton, MA 01720  
 Telephone (978) 929-6621  
 Fax (978) 929-6340

Brian McMullen  
 Principal Assessor

Locus: 248 HIGH ST  
 Parcel: J3-7

Parcel ID	LOCATION	Owner	Co-Owner	Mailing Address	City	ST	Zip
J3-13	253 HIGH ST	JENSEN LINDA A		253 HIGH ST	ACTON, MA	01720	
J3-14	253 HIGH ST	MATSON DONALD E	MATSON MARION M	253 HIGH ST	ACTON, MA	01720	
J3-15-10	5 DUNHAM LN	CHANG JENNY JIANG		5 DUNHAM LN	ACTON, MA	01720	
J3-15-11	1 DUNHAM LN	XIONG RENQIANG	FENG XIAOXING	1 DUNHAM LN	ACTON, MA	01720	
J3-15-1	252 HIGH ST REAR	ACTON TOWN OF		472 MAIN ST	ACTON, MA	01720	
J3-15-2	10 DUNHAM LN	PUTHYANDYIL SANIL	HARINDRA HAREENA	10 DUNHAM LN	ACTON, MA	01720	
J3-15-3	8 DUNHAM LN	MUHUNTHAN JAYANATHAN	MUHUNTHAN AMUTHA	8 DUNHAM LN	ACTON, MA	01720	
J3-15-4	13 DUNHAM LN	ZAROLA ANTONIO		13 DUNHAM LN	ACTON, MA	01720	
J3-15-5	6 DUNHAM LN	BIERWAGEN RICHARD G	BIERWAGEN SUSAN HAHN	6 DUNHAM LN	ACTON, MA	01720	
J3-15-6	11 DUNHAM LN	PACHECO JOHN C	PACHECO DAMA R	11 DUNHAM LN	ACTON, MA	01720	
J3-15-7	9 DUNHAM LN	BELL COLIN	BELL KARIN	9 DUNHAM LN	ACTON, MA	01720	
J3-15-8	7 DUNHAM LN	BROWNING COLIN R	BROWNING BETH G	7 DUNHAM LN	ACTON, MA	01720	
J3-15-9	2 DUNHAM LN	YU WEIZHEN	LIANG PAN	2 DUNHAM LN	ACTON, MA	01720	
J3-15	4 DUNHAM LN	RASKUSSEN YOUNG SUK		4 DUNHAM LN	ACTON, MA	01720	
J3-18	257 HIGH ST	SCHORFIELD DEBORAH L		257 HIGH ST	ACTON, MA	01720	
J3-19	263 HIGH ST	WHELAN PAULA		263 HIGH ST	ACTON, MA	01720	
J3-4	237 HIGH ST	STEIN ALAN D		237 HIGH ST	ACTON, MA	01720	
J3-134-1	1 CINDY LN	JOHNSON DON P	WHELAN STEPHANIE L	1 CINDY LANE	ACTON, MA	01720	
J3-134-3	14 ASSABET CRSG	HRST IAN TR	JOHNSON GAYLE	14 ASSABET CROSSING	ACTON, MA	01720	
J3-134	230 HIGH ST	NADLER GERALD	HIRST NOMINEE TRUSTS	230 HIGH ST	ACTON, MA	01720	
J3-136	228 HIGH ST	SMITH PETER	LEDFORD LORRAINE	228 HIGH ST	ACTON, MA	01720	
J3-141	188 PARKER ST	JENSEN LINDA A	BUONOMO-SMITH MARY	188 PARKER ST	ACTON, MA	01720	
J3-143	235 HIGH ST	LAPORTE MARTIN E	LAPORTE TAMMY L	235 HIGH ST	ACTON, MA	01720	
J3-144	236 HIGH ST	JOHNSON DON P	JOHNSON GAYLE B	236 HIGH ST	ACTON, MA	01720	
J3-5	245 HIGH ST	RAMACHANDRAN RANGASWAMY		245 HIGH ST	ACTON, MA	01720	
J3-6	247 HIGH ST	RAMACHANDRAN RANGASWAMY		245 HIGH ST	ACTON, MA	01720	

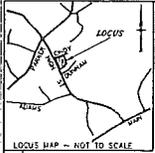
Abutters and owners of land directly opposite on any public or private street or way and abutters to the abutters within three hundred feet of the property line all as they appear on the most recent applicable tax list

HEARING NOTICES FOR ALL SPECIAL PERMITS MUST BE SENT TO THE PLANNING BOARD, TOWN HALL IN THE FOLLOWING TOWNS:

Boxborough, MA 01729  
 Maynard, MA 01754  
 Carlisle, MA 01741  
 Concord, MA 01742  
 Lowell, MA 01450  
 Westford, MA 01886  
 Sudbury, MA 01776

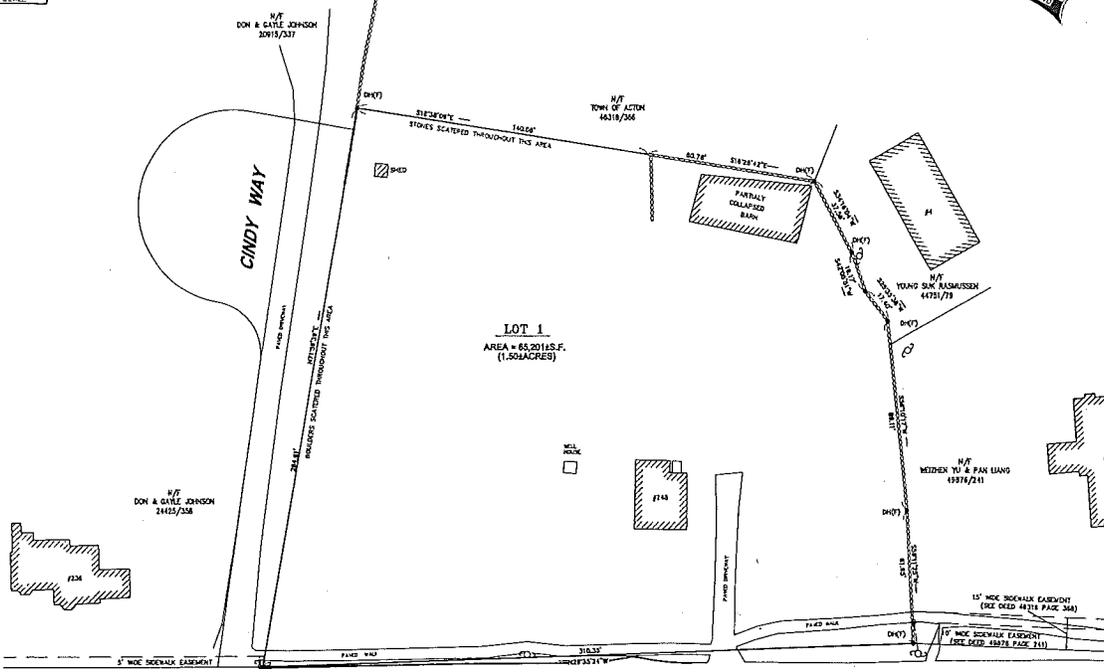
*no party affected*  
 6-1-16

17



Massachusetts Registry of Deeds  
 Southern District  
 Canton, Massachusetts  
 Plan No. 103 of 2016  
 Date: 12/11/2016  
 H: E.N. 17.11  
 A: 161001

THIS PLAN IS NOT INTENDED TO BE A CONTRIBUTION TO THE TITLE OR OWNERSHIP OF THE PROPERTY/PROPERTIES SHOWN.  
 THESE SHOULD BE OBTAINED FROM THE REGISTERED OWNERSHIP RECORDS OR FROM THE RECORDS OF THE TOWN OF ACTON, MASSACHUSETTS.



**FOR REGISTRY USE ONLY**

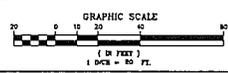
**LEGEND:**  
 N/T NOW OR FORMERLY  
 (H/11) DEED BOOK/PAGE  
 (D) EASEMENT  
 (DH) DRAINAGE HOLE  
 (S) STONE WALL  
 (C) UTILITY POLE

**REFERENCES:**  
 1) DEED RECORDS IN BOOK 1478 PAGE 364  
 2) PLAN ON FILE AT THE REGISTERED SOUTH DISTRICT OFFICE OF DEEDS  
 - PLAN 14 OF 2008, REVISION DATED OCT. 31, 2008  
 - PLAN 877 OF 2001, DATED APRIL 18, 2004  
 - PLAN 1423 OF 2005, DATED APRIL 21, 2004  
 - PLAN 1465 OF 2001, DATED APRIL 18, 2004

**NOTES:**  
 1) THE CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE ACTING OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.  
 2) THE BASIS OF RESEARCH SHOWN HAVE BEEN OBTAINED BY THE REGISTRAR'S OFFICE AND REFER TO MASS MAILING DEEDS.  
 3) ZONING RESIDENTIAL-4 (R4)

1. I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES SHOWING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.  
 2. I FURTHER CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

DATE: 12/11/2016



**GPR** Engineering Solutions for Land & Structures

GOLEWITZ, PREST & RINDWALL, INC.  
 100 MAIN STREET, SUITE 201, ACTON, MA 01725  
 (508) 261-1100 FAX (508) 261-1101 www.gpr-ma.com

**PLAN OF LAND IN ACTON, MASS.**

OWNED BY: ESTATE OF NAUGHT W. RADER 248 HIGH STREET ACTON, MASS.

PREPARED FOR: 248 HIGH STREET, LLC

DATE: 12/11/2016 JOB 161001 1 OF 1

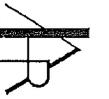
105 OF 2016

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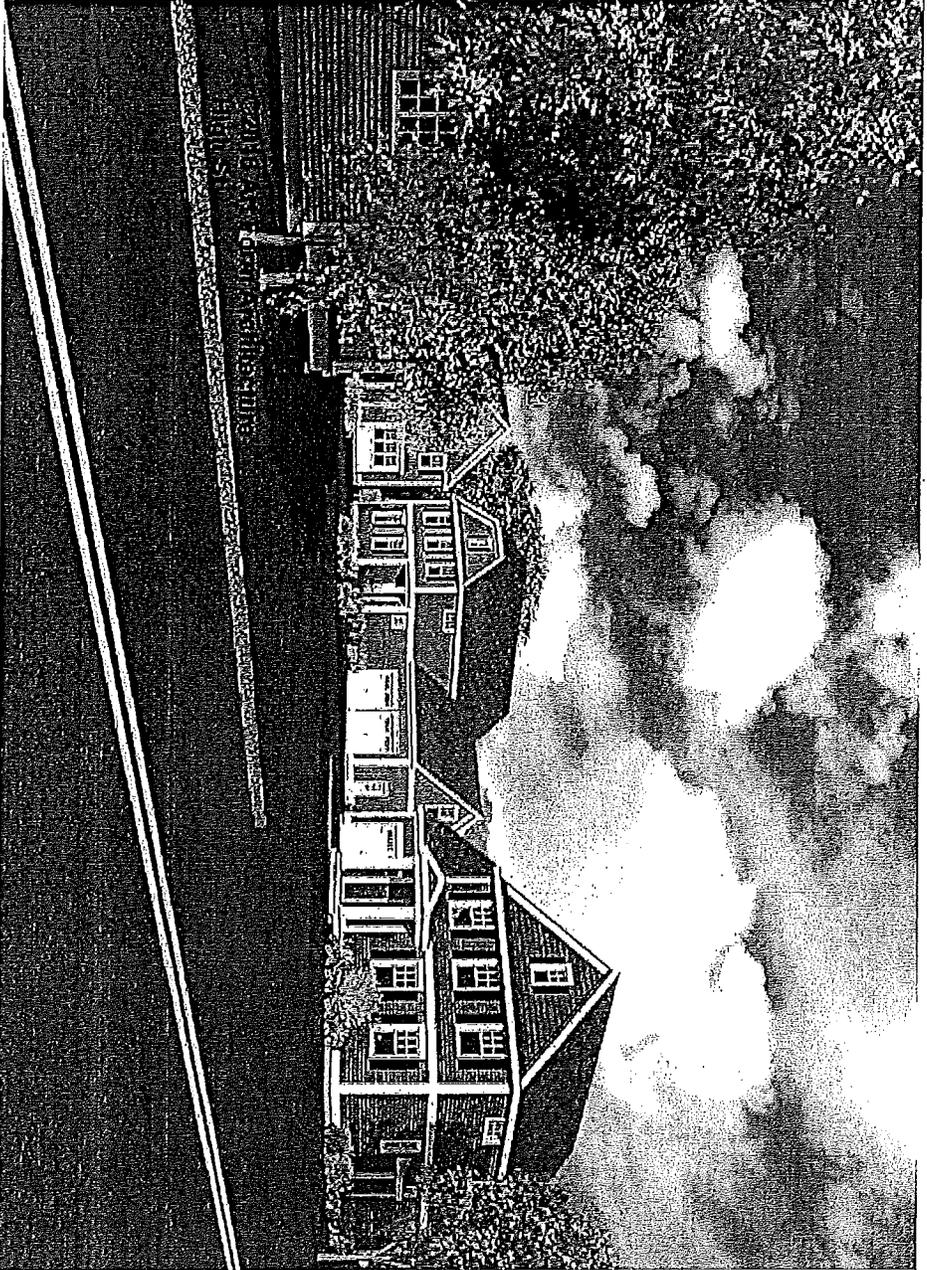
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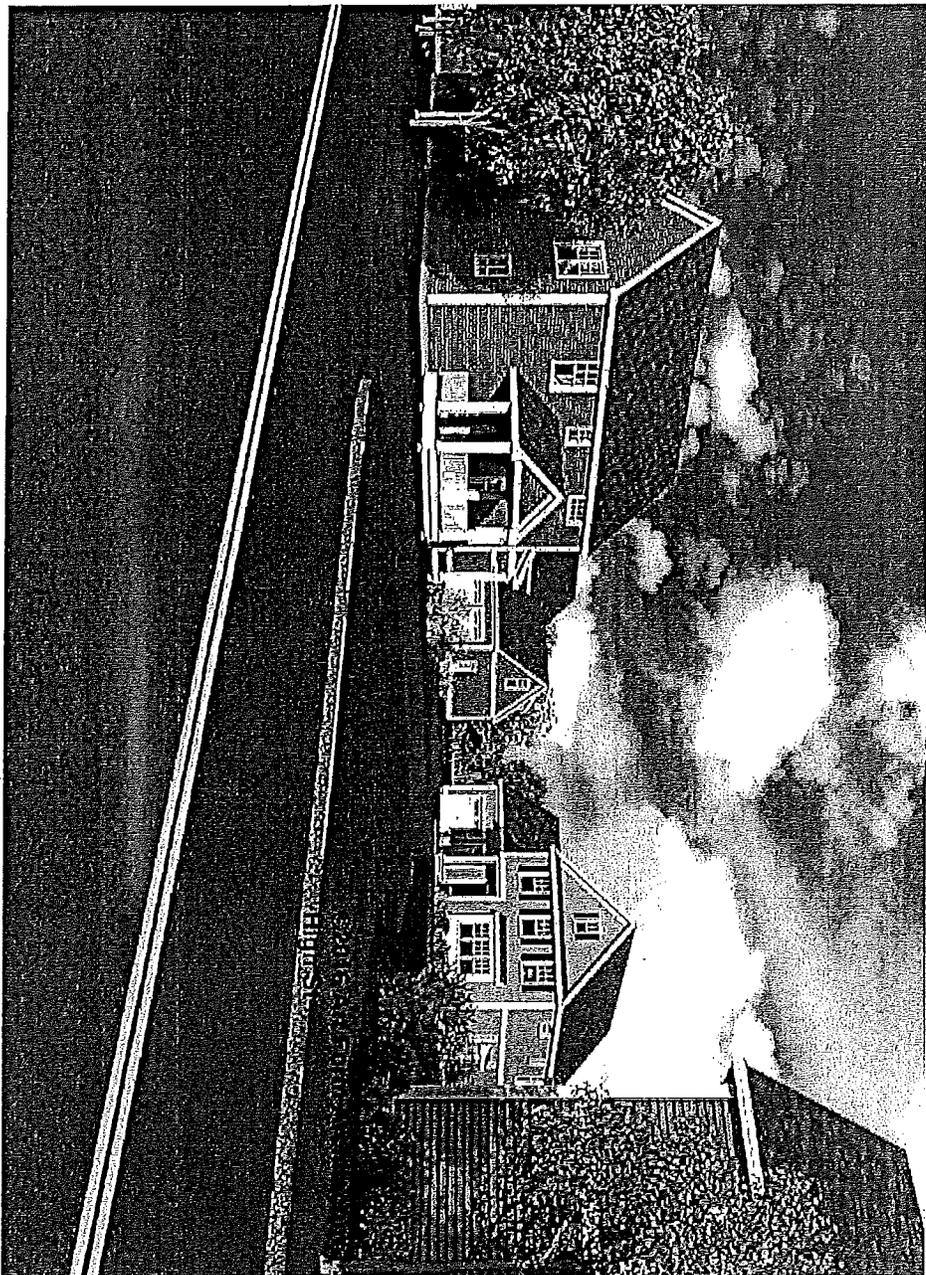
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Coming From South Acton

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Coming From Stop & Shop

Artform Home Plans

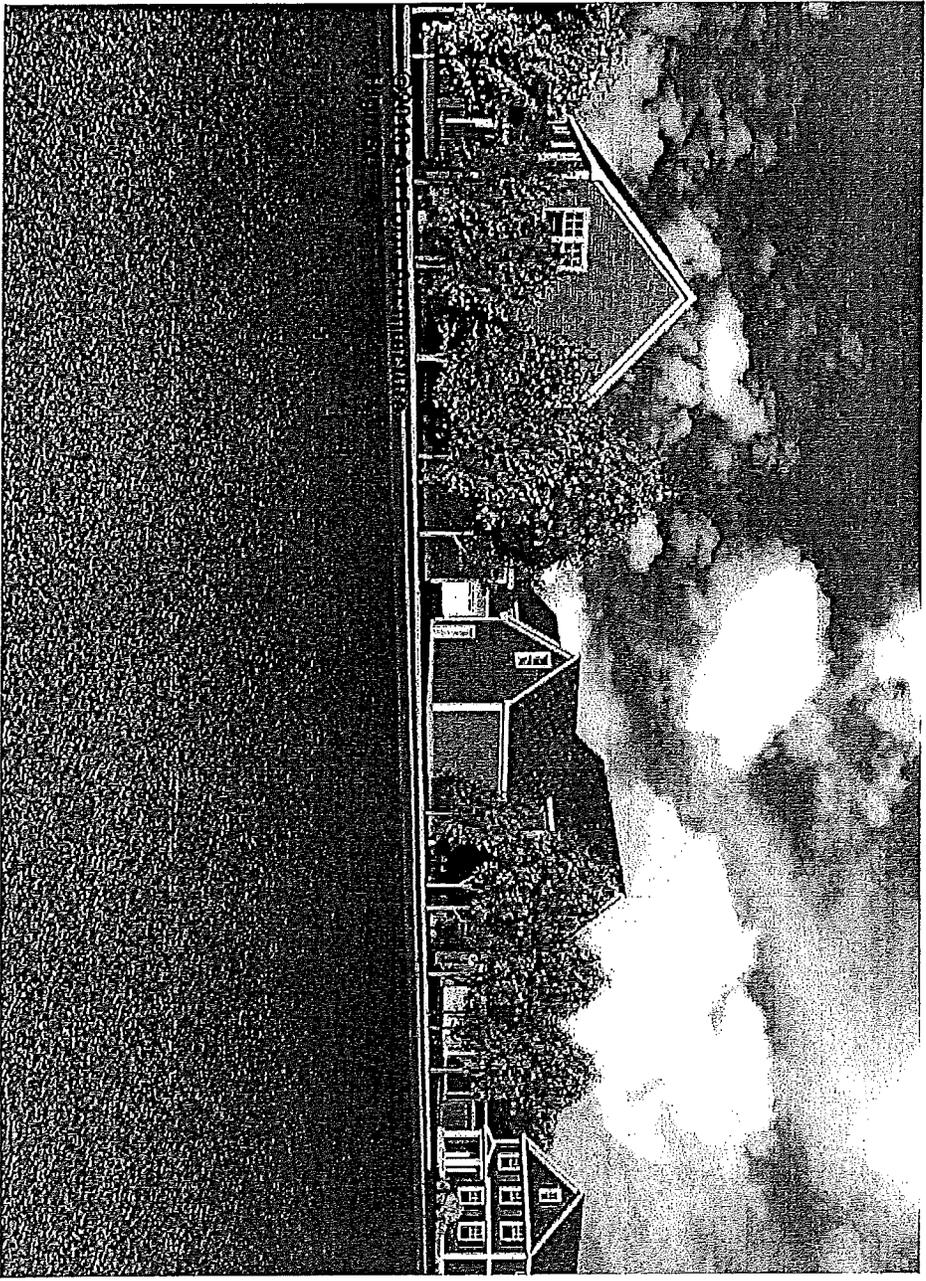
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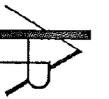


Looking Across From High Street

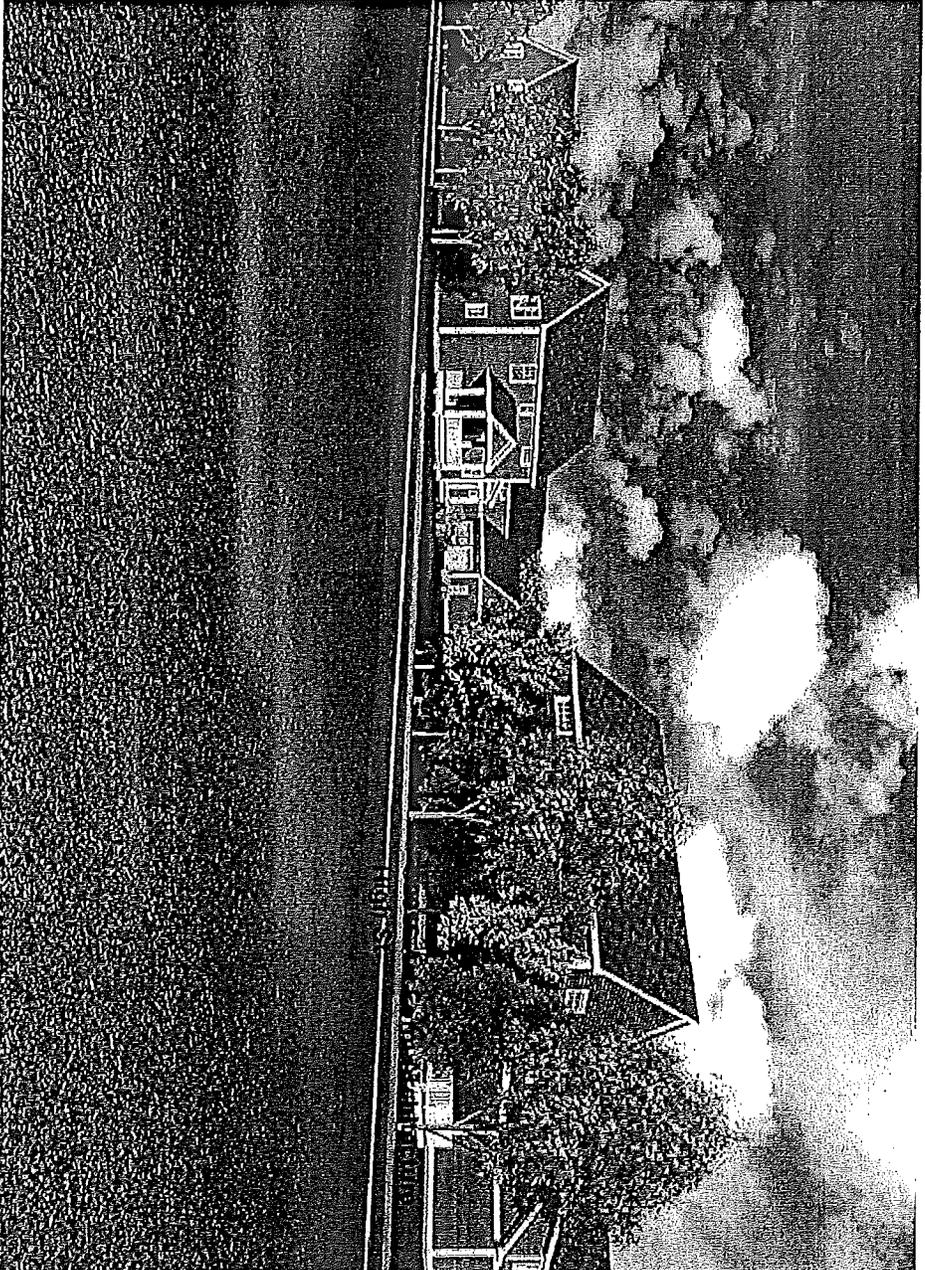
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 Artform Home Plans

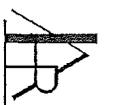
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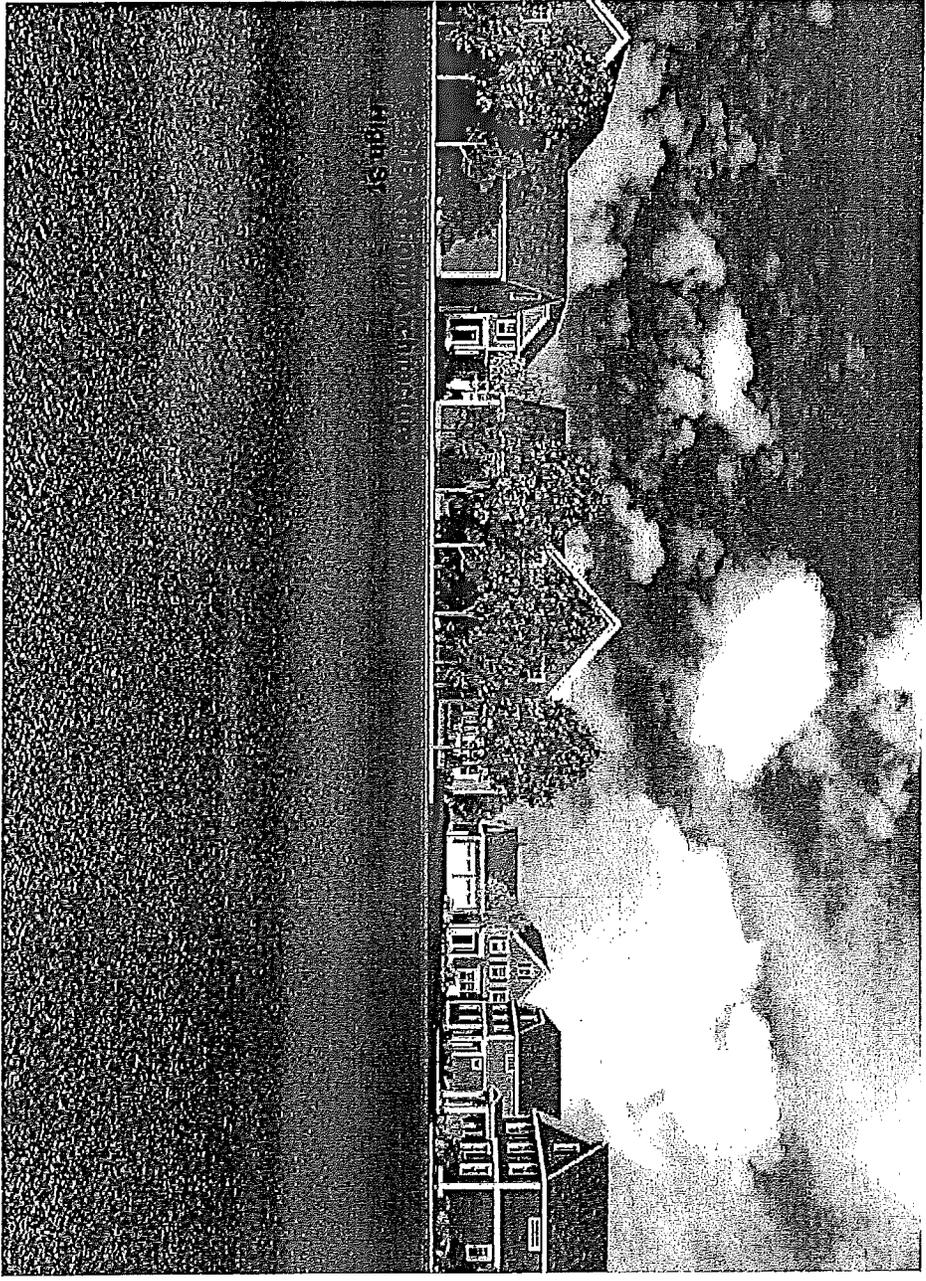
Coming From Stop & Shop (2)

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 Artform Home Plans

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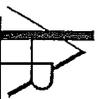


Looking Across From High Street (2)

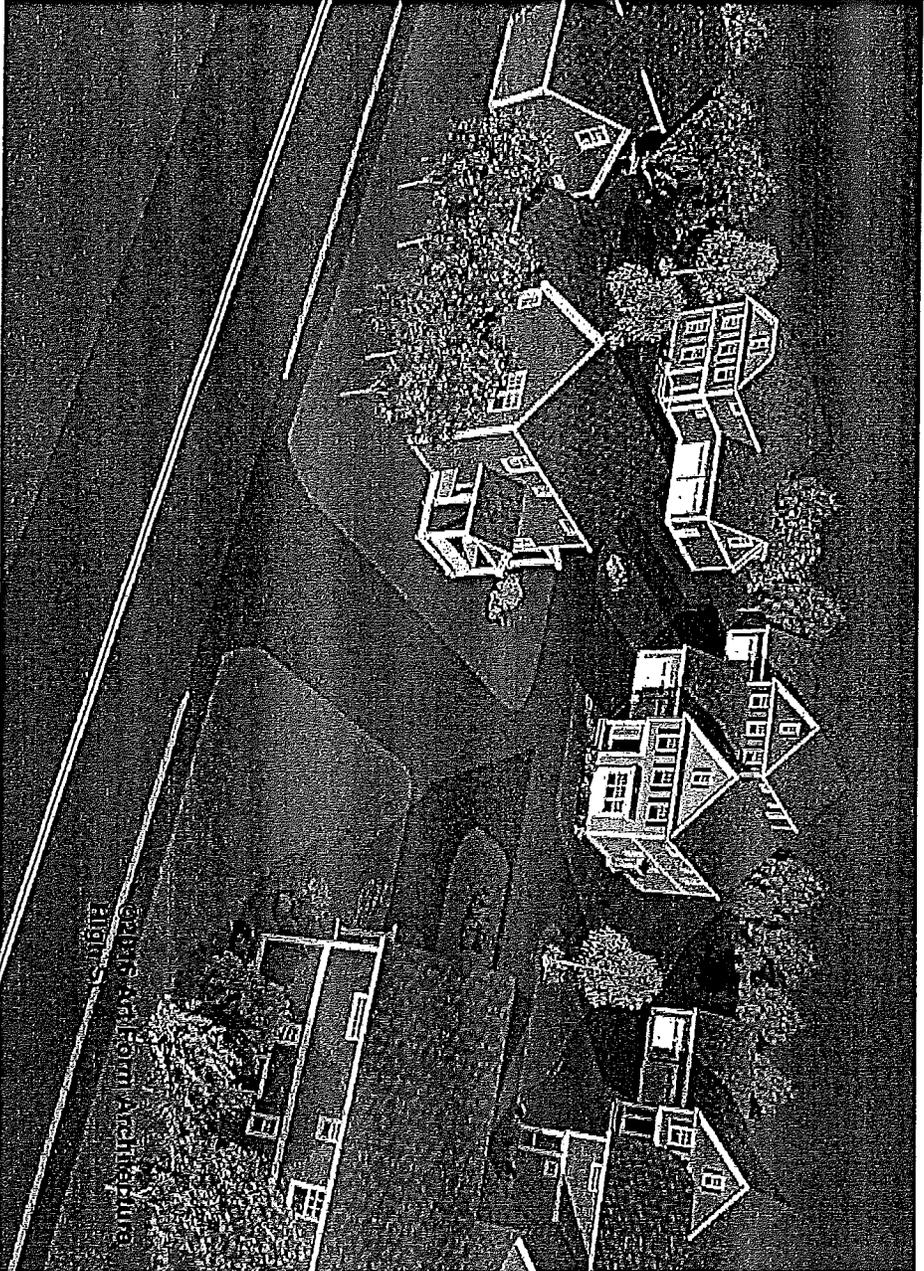
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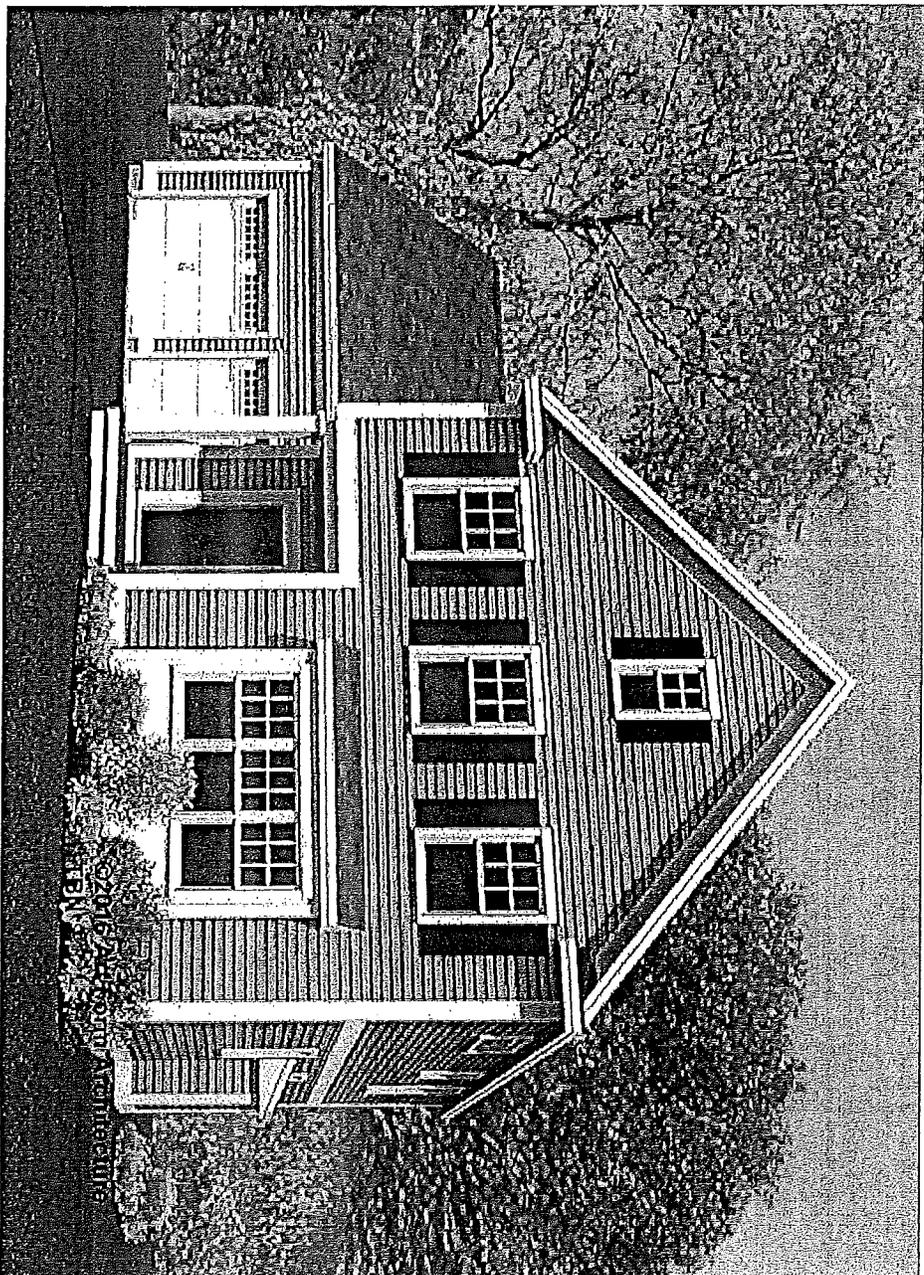
Aerial

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Alternate 1

Concept #1

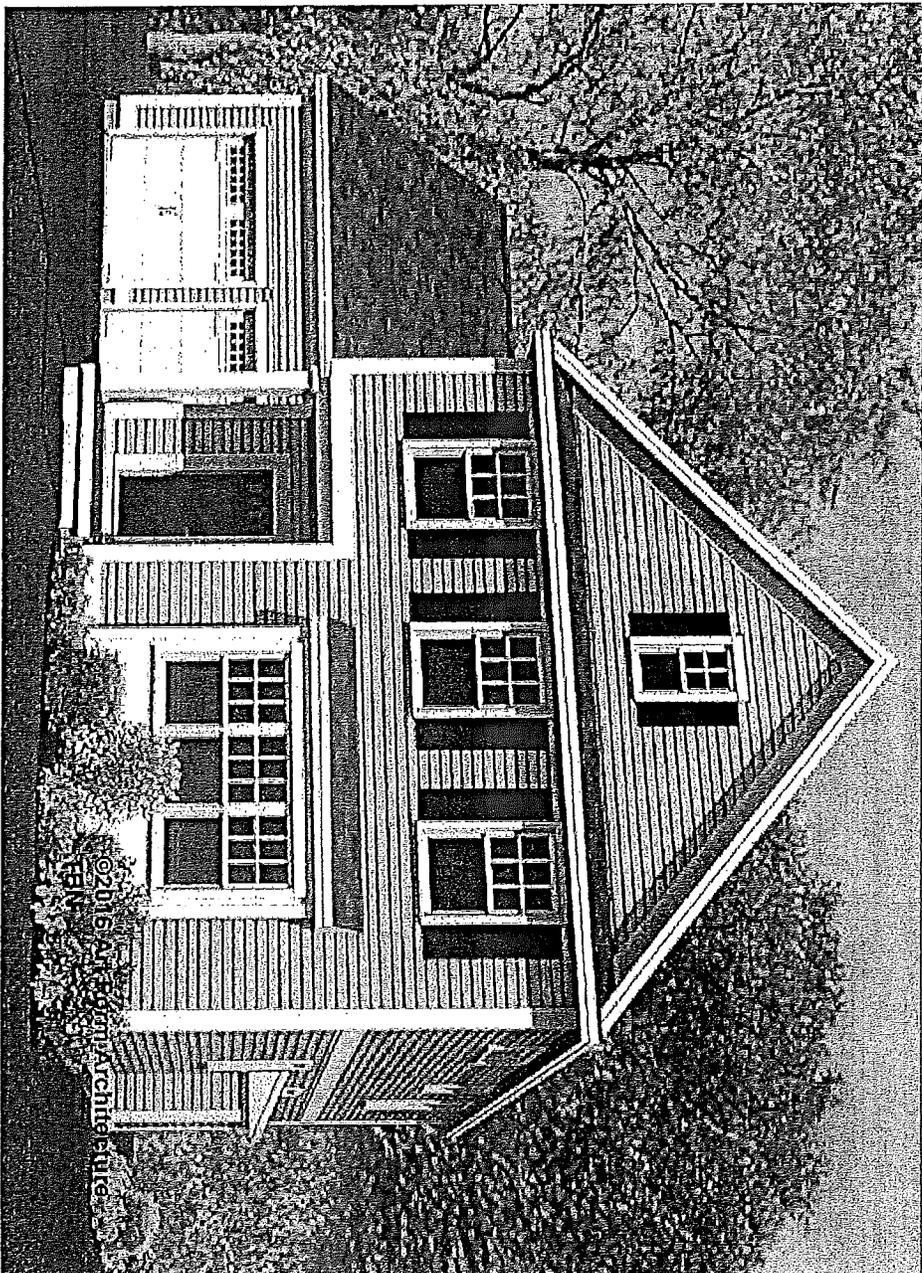
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Alternate 2

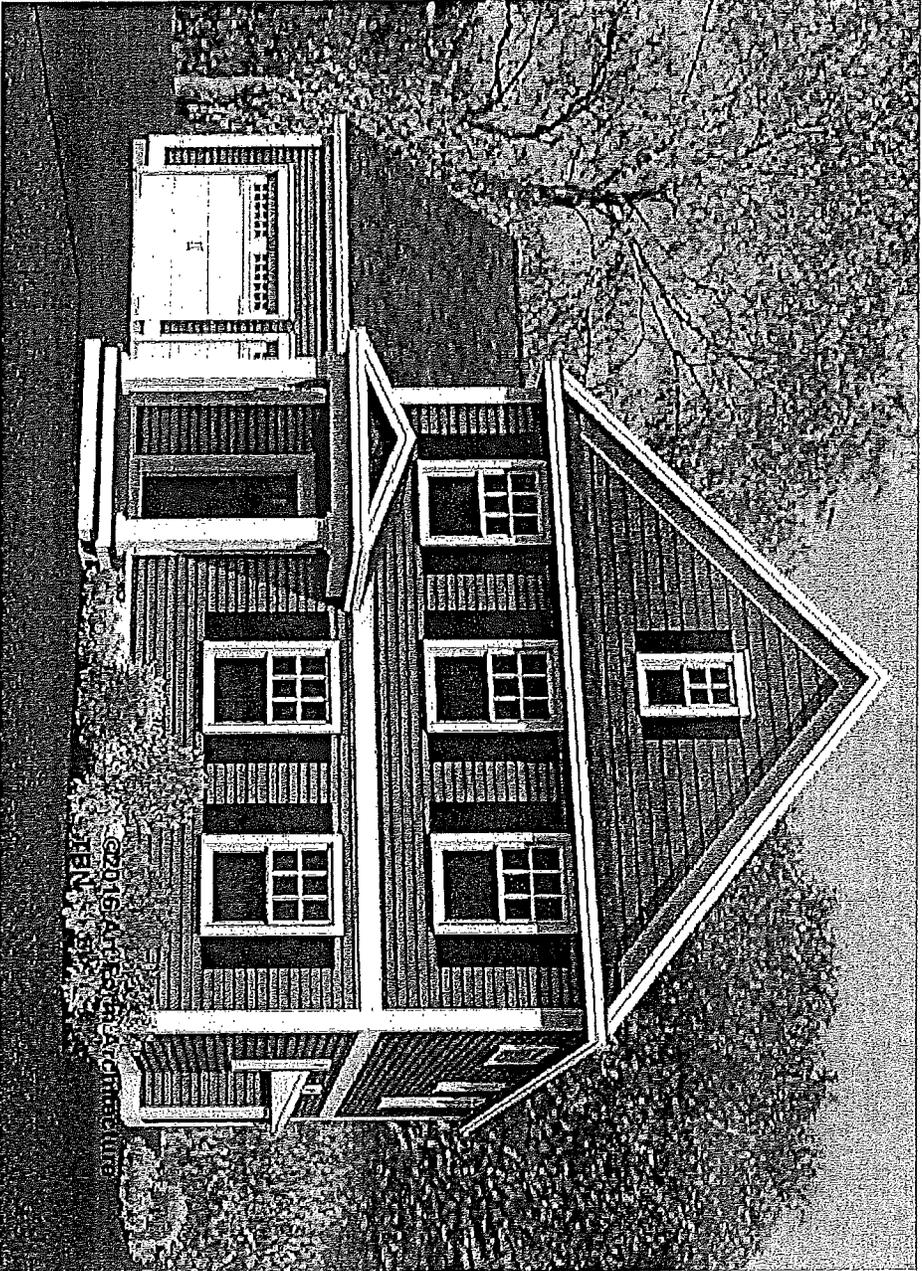
Concept #2

**TBN**  
674.124.V3

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**Artform Home Plans**

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Alternate 2

Concept #3

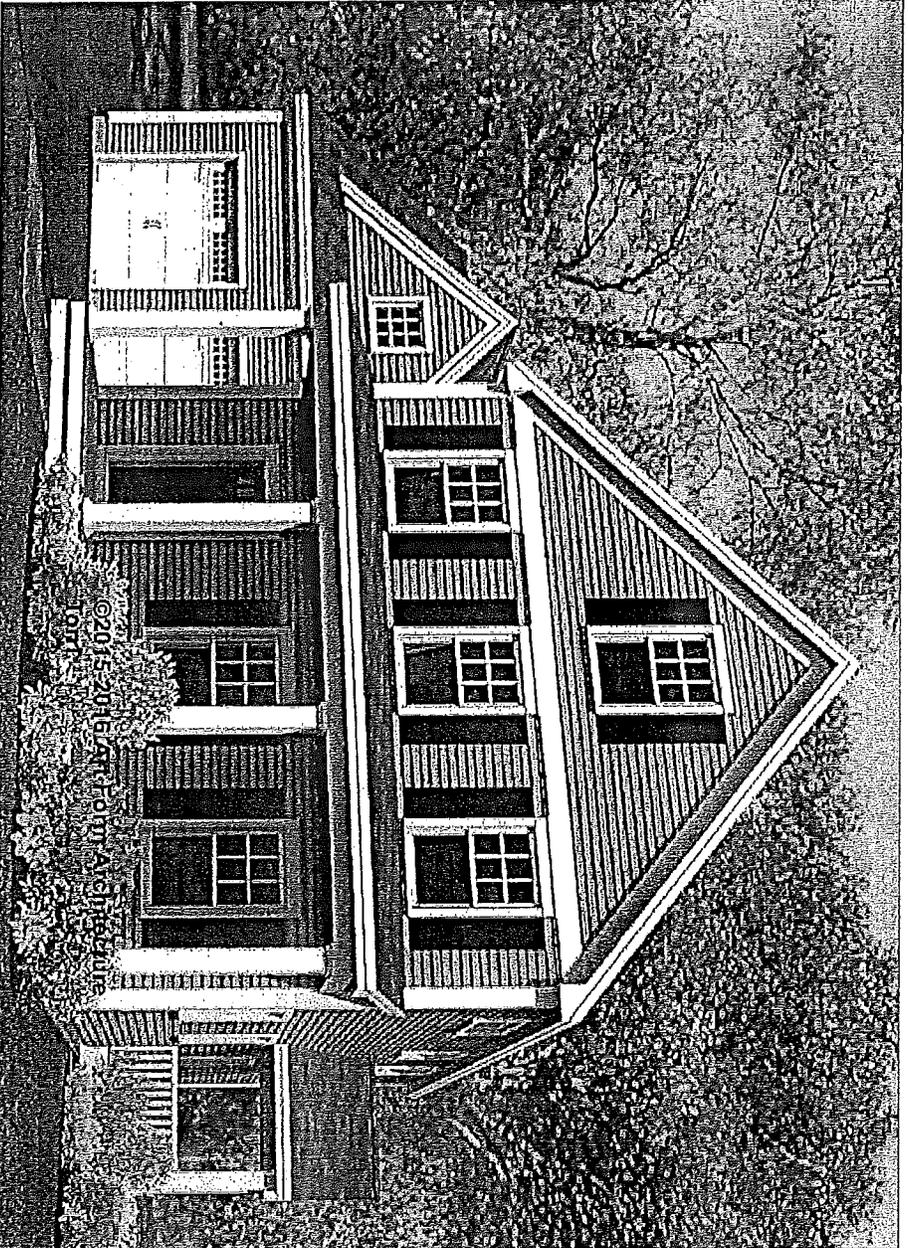
**Torri**

675.124.v3 KR

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**Artform Home Plans**

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Concept #4

- Some items shown are optional and/or may vary. Builder's written specifications always govern.
1. Gas fireplace and it's surround or mantel
  2. Kitchen - island, cabinet style & trim, countertop material, etc.
  3. Door styles and trim
  4. Window grilles and trim, window treatments
  5. Stair balusters or low walls at stairs
  6. Lighting
  7. Material selections (flooring, siding, roofing, paint colors, etc.)
  8. Other furnishings
  9. Landscaping, paving and walkways
  10. Gutters, shutters and other exterior trim components
  11. Deck size, railing style, stair location, etc.
  12. Amount of exposed basement and/or wood framed walls at basement.

These images are not of any specific building site. Sun and view through windows will vary, as will the site around the house on the exterior and the slope of the land.

TBN  
674.124.V3

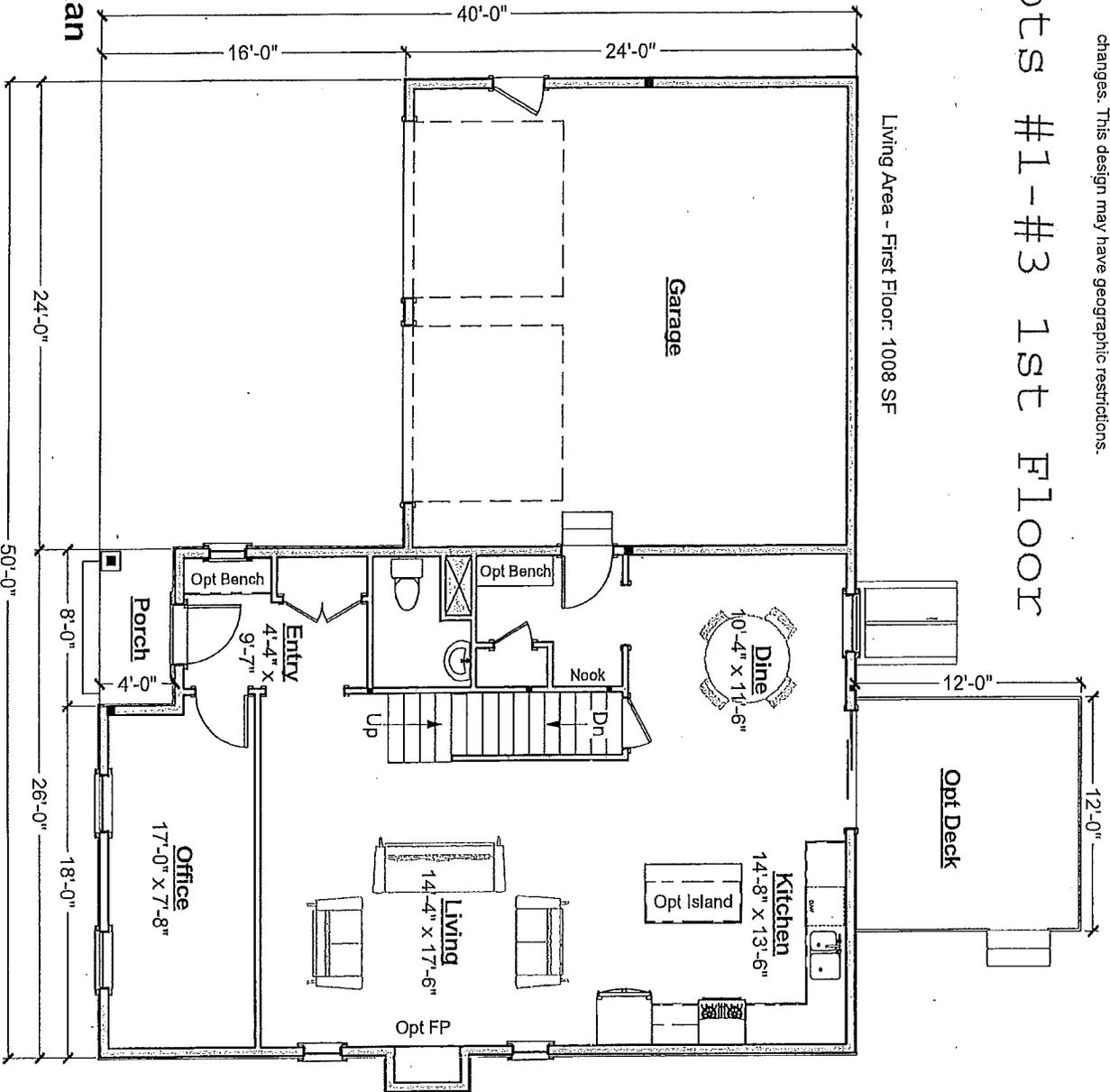
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**Artform Home Plans**

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# Concepts #1-#3 1st Floor

Living Area - First Floor: 1008 SF



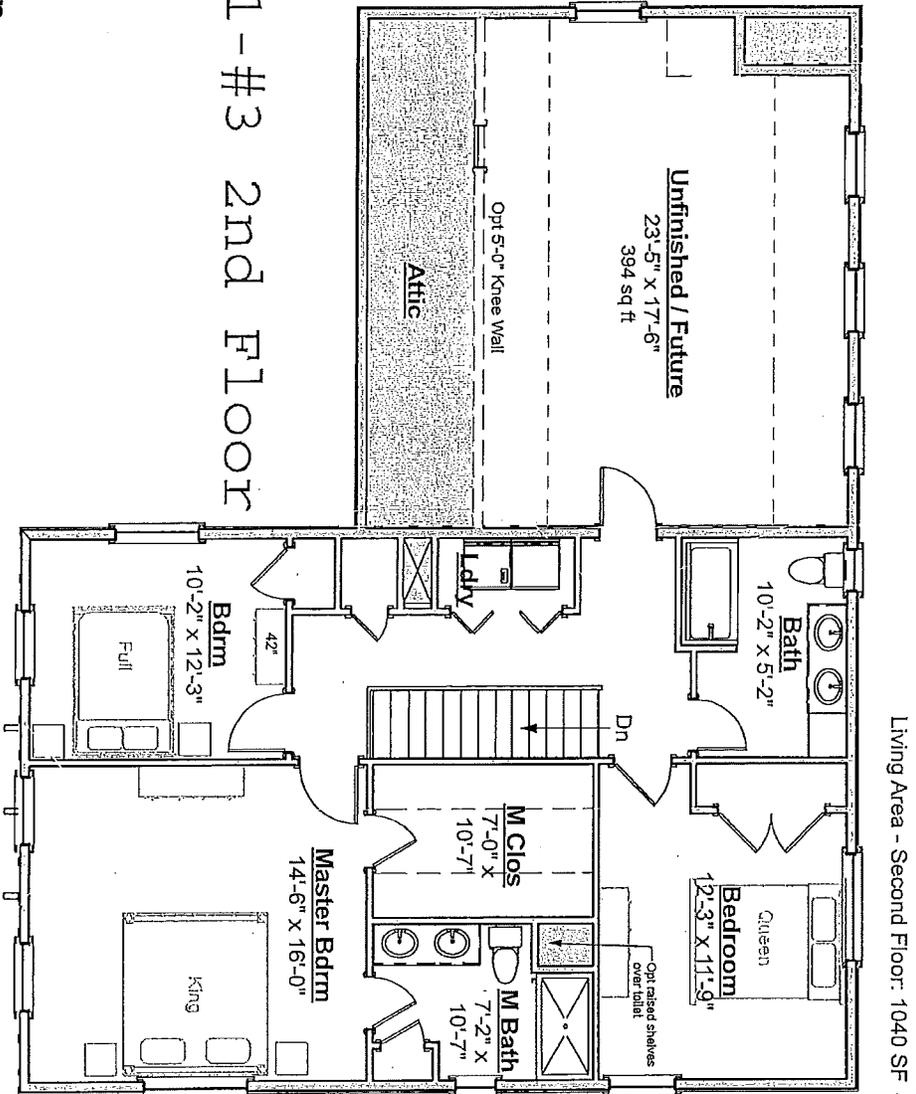
First Floor Plan

TBN  
674.124.V3

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Concepts #1 - #3 2nd Floor

Second Floor Plan

# Torri

675.124.v3 KR

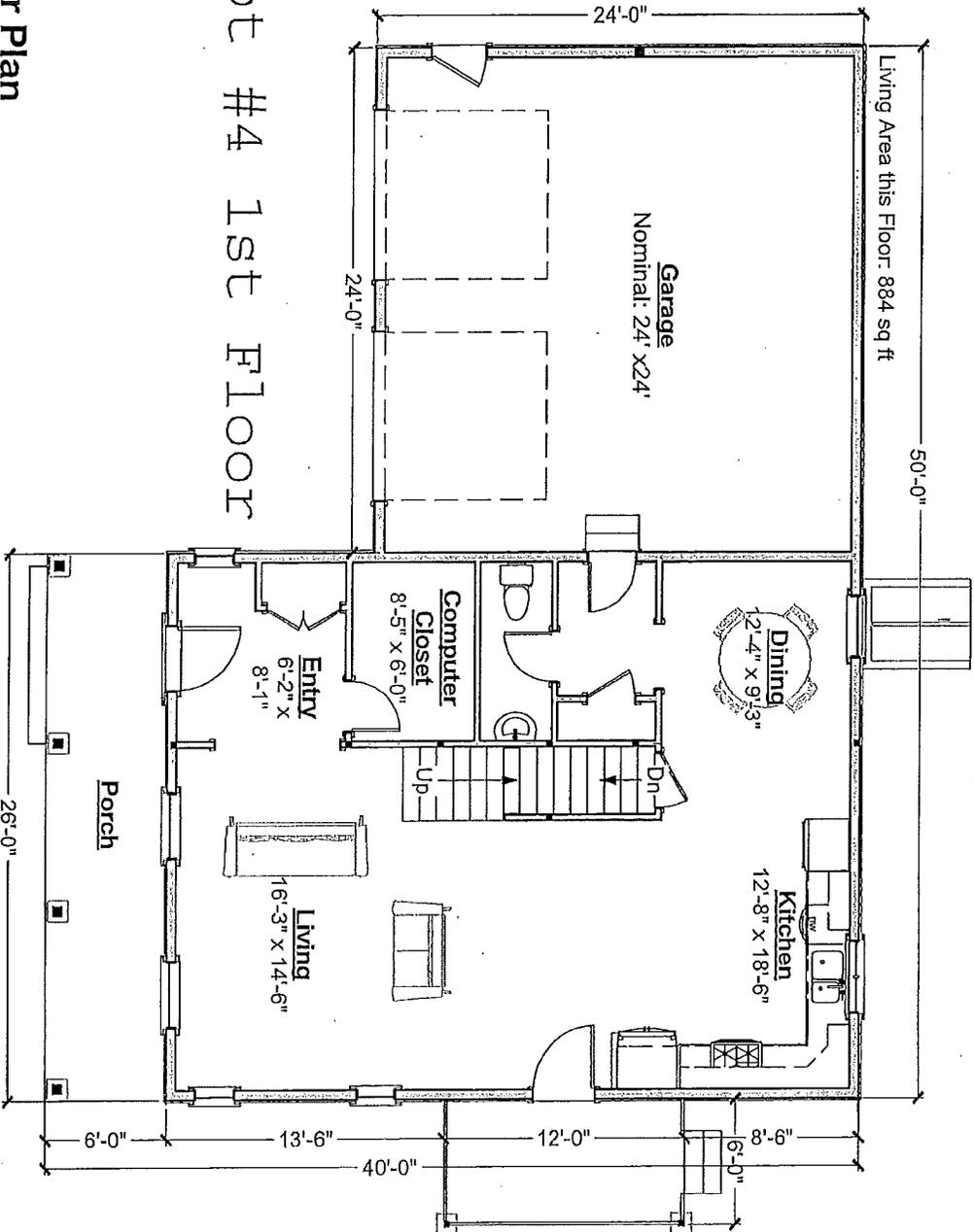
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## Concept #4 1st Floor

### First Floor Plan



Torri

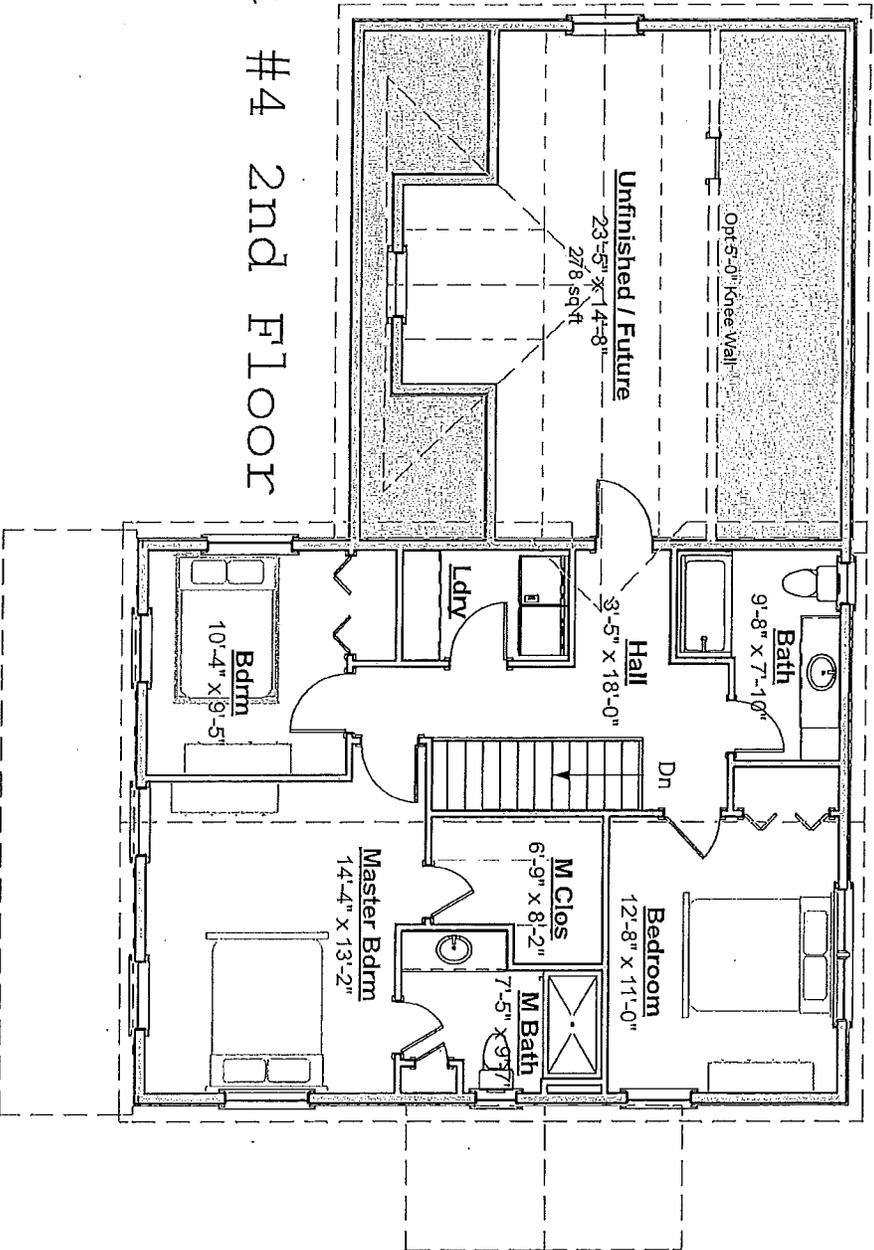
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 Artform Home Plans

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Living Area - Second Floor: 884 SF



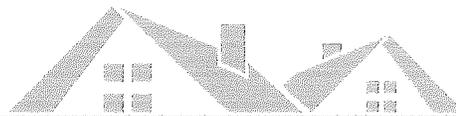
Concept #4 2nd Floor

Second Floor Plan

19



*your resource for Affordable Housing*



June 10, 2016

To Whom It May Concern:

The Town of Acton continues to have a need for a local preference for affordable units as the following statistics demonstrate:

- The most common measure of housing affordability is the percent of income that households spend on housing costs. According to most federal and state agencies, households that spend more than 30% of income on housing costs are "cost burdened." Households that spend more than 50% of income on housing are "severely cost burdened." Areas where more than 30% of households are cost burdened face an affordable housing shortage. In Acton, 31 percent and 13 percent of households are cost burdened and severely cost burdened, respectively, compared to 29 percent and 14 percent of households statewide. (Housing.ma)
- According to the American Community Survey approximately 23% of Acton households have income under \$50,000 and less than 6.5% of Acton's housing stock is affordable.
- According to MLS there are currently 57 Single Family Homes for sale with an average list price of \$737,048. The least expensive home is priced at \$325,000 which is a teardown per MLS Listing. A four-person household earning up to \$73,050, at 80% of median, could purchase a home up to \$200,200 priced at 70% of median income.
- According to MLS 25 homes have sold in the last 6 months. The average sale price was \$488,193. The least expensive home sold for \$339,000 and was a short sale.
- The Town of Acton currently has a population of 21,924 within 8,829 housing units. The median value of the homes within the Town is in excess of \$524,800 (per Zillow), with a median per capita income in excess of \$120,865. The average price on new construction in Acton is \$600,000 and a household would need an annual income approximately \$180,000 to purchase.
- 6.5% of Acton housing stock is affordable and included on the Subsidized Housing Inventory.

Thank you for the consideration of local preference for one of the units on High Street in Acton.

Sincerely,

*Maureen M. O'Hagan*

Maureen O'Hagan  
MCO Housing Services