MEADOWVIEW CONDOMINUMS

6 Forest Road
Salisbury, MA 01952

COMPREHENSIVE PERMIT APPLICATION

(76 Units of Homeownership)

Submitted to:

Salisbury Zoning Board of Appeals

November 20, 2020

Submitted By:
6 Forest Road, LLC
And
Attorney Melissa E. Robbins
Deschenes & Farrell, P.C.
515 Groton Road, Suite 204
Westford, MA 01886

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Salisbury, MA 01952

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NOV 20 2020
TOWN CLERK
TOWN OF SALISBURY

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November 13, 2020

Ms. Susan Pawlisheck, Chair
Salisbury Zoning Board of Appeals
5 Beach Road
Salisbury, MA 01952

RE: 6 Forest Road
"Meadowbrook at Salisbury"

Dear Ms. Pawlisheck and Members of the Board,

I am very pleased to be submitting the attached Application for a Comprehensive Permit to the Salisbury Zoning Board of Appeals for a proposed 76-unit condominium community located at 6 Forest Road in Salisbury. Realizing that the Town of Salisbury is currently over the state mandated affordable housing requirement of 10%, we have designed and put forth a proposal that we believe will provide additional affordable housing units that will help the town stay well above the 10% and also introduce several other significant positive contributions to the town's housing while providing significant additional property tax revenue to the Town of Salisbury.

The proposed development, named "Meadowview at Salisbury", introduces a new housing type to the Town of Salisbury of modestly sized homes, of which 50% are at grade, and therefore, are both elderly and active adult friendly. The pricing for the proposed market rate homes within this community will start at approximately $350,000, making it affordable to first time homebuyers as well as those looking to downsize. An additional 19 new affordable housing units are proposed per the Massachusetts 40B guidelines, which can be priced between approximately $180,000-$220,000. We believe the development will introduce a walkable community to the town center which is committed to providing a sidewalk from this new development to the new sidewalk being constructed on Lafayette Road. This will encourage increased foot traffic to village center businesses and will in turn decrease traffic from the Site. In addition, we have designed a trail system through the development which will connect Forest Road to the Pettengill Land Trust area enabling residents and the public to walk from Forest Road to Beach Road along this trail system. This connectively does not currently exist and will be a substantial benefit to pedestrian access throughout the area.

We will put forth the merits of this application during the public hearing process and look forward to answering all of the board's questions at that time.

Attached, please find ten (10) copies of all required application materials, along with a check in the amount of $17,100 for the application fee.

Sincerely,

Steven Paquette

TOWN OF SALISBURY
ZONING BOARD OF APPEALS

Application No._____
Appeal No._____

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TOWN OF SALISBURY

PETITION FOR SPECIAL PERMIT
Comprehensive Permit

To the Board of Appeals,
Salisbury, Massachusetts.

Date Sept. 15 20 20

The undersigned petitions the Board of Appeals to vary, in the manner and for the reasons hereinafter set forth, application of the provisions of the zoning ordinance to the following described premises.

Applicant: 6 Forest Road, LLC (978) 496-1177
Full Name Address Telephone

Owner: Freeman J. and Maureen Condon, 6 Forest Rd, Salisbury
Full Name Address Telephone

Lessee: _____
Full Name Address Telephone

1. Location of Premises 6 Forest Road, Salisbury, MA
Street No. Name of Street

2. Assessors Map and Parcel 20 43, 44, 45 & 91
Map No. Parcel No.

3. Dimensions of Lot _____ Area _____
Frontage Depth Square Feet

4. Zoning Districts in which premises are located? R1 & R2

5. How Long have you owned above premises? Under Agreement

6. How many buildings are now on the lot? None - Vacant

7. Give size of existing buildings. N/A

Proposed buildings. 76 Units

8. State the present use of premises Vacant

9. State proposed use of premises Residential

10. Give extent of proposed alterations To construct a development of 76 units in conformance with Massachusetts General Laws Chapter 40B.

11. Number of families for which building is to be arranged 76 total units.

12. Have you submitted plans for above to the Office of the Building Inspector? No

13. Has he refused a permit? No

14. Provision of zoning ordinance under which petition for special permit is made:

Massachusetts General Laws Chapter 40B.

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TOWN OF SALISBURY

15. State reasons for special permit To construct a residential development of 76 units in accordance with Massachusetts General Laws Chapter 40B.

A plan of what is proposed shall be attached to this application or presented to the Board at the Hearing, said plan to show all measurements and pertinent data. (Petitioner may draw his own plan.)

The Petitioner shall be responsible for all expense due to advertising, mailing of all registered notices to abutters.

Respectfully submitted,

Signature Melissa E. Robbins

Melissa E. Robbins, Attorney for Applican

Address Deschenes & Farrell, P.C
515 Groton Road, Suite 204
Westford, MA 01886

* and any other permit relief as may be required under the Town of Salisbury's Zoning By-laws to allow the proposed use/project.

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Respectfully submitted,

Signature Melissa E. Robbins

Melissa E. Robbins, Attorney for Applicant

Address Deschenes & Farrell, P.C
515 Groton Road, Suite 204
Westford, MA 01886

* and any other permit relief as may be required under the Town of Salisbury's Zoning By-laws to allow the proposed use/project.

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November 5, 2020

Town of Salisbury
Zoning Board of Appeals
5 Beach Road
Salisbury, MA 01952

RE: 6 Forest Road, Salisbury, MA 01952
Comprehensive Permit Application to the Zoning Board of Appeals

Dear Members of the Board,

Please be advised that the undersigned Freeman J. Condon, III, Trustee of the Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of the Maureen F. Condon Revocable Trust, does hereby authorize Attorneys Douglas C. Deschenes and/or related associates of the law firm of Deschenes & Farrell, P.C., 515 Groton Road, Ste. 204, Westford, MA 01886 to act (including but not limited to signing, filing and permitting) in regards to any filing, permit application, or other documents relating to proposed reconstruction and/or alteration of my property located at 6 Forest Road, Salisbury, MA 01952.

Thank you for your time and attention to this matter.

Sincerely,

Freeman J. Condon

Freeman J. Condon, III, Trustee

M F Condon

Maureen F. Condon, Trustee

1082

Forest Salisbury, LLC
130 Parker St, Suite 20
Lawrence, MA 01843

NORTH SHORE BANK
Well north of your expectations.™
53-7129/2113

11/13/2020

PAY TO THE ORDER OF Town of Salisbury

$ **17,100.00

Seventeen Thousand One Hundred and 00/100********** DOLLARS

Town of Salisbury
PO Box 534
Medford, MA 02155-0006

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001082⑈ ⑆211371298⑆ 9938230⑈

Forest Salisbury LLC

1082

Town of Salisbury

11/13/2020

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/13/2020	Bill	6 Forest Rd	17,100.00	17,100.00		17,100.00
					Check Amount	17,100.00

North Shore Bank 17,100.00

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TOWN OF SALISBURY

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E - Project Eligibility Letter
F - Affordable Housing Restriction
G - ProForma
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I - Soil Report
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O - Requested Exceptions
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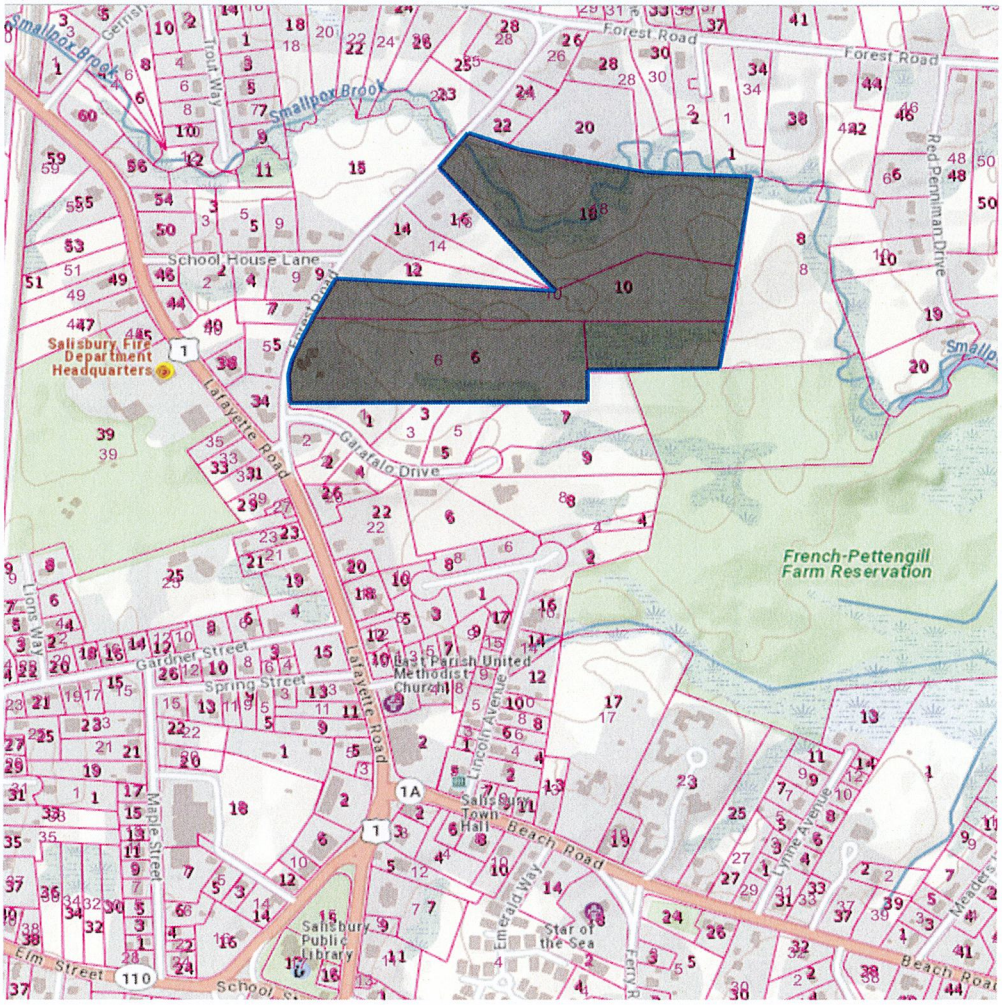
1. OVERVIEW

Meadowview Condominiums (the "Development"), located at 6 Forest Road in Salisbury, Massachusetts (the "Site"), is a proposed residential development on approximately 26.94 +/- acres of land, which will consist of seventy-six (76) homeownership units. More specifically, the Development will consist of thirty-four (34) duplex garden style structures and two (2) four-plex garden style structures. The Development consists of nineteen (19) affordable units as well as fifty-seven (57) market rate units. The affordable units consist of seventeen (17) two-bedroom and two (2) three-bedroom units; the market rate units consist of fifty-one (51) two-bedroom units and six (6) three-bedroom unit. The statute requires that a minimum of 25% of the units be made affordable to families whose income is at or below 80% of the median family income, adjusted for household size for the designated United States Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) Area, as determined by the Massachusetts Department of Housing and Community Development (DHCD).

Figure 1 – Locus Map – Project Site



2. MASSHOUSING

A copy of MassHousing's corporate information is provided as Exhibit B. The Program, administered by MassHousing and funded through the New England Fund ("NEF") Program of the Federal Home Loan Bank of Boston, is the lending program for the Development. The Program overview is included as Exhibit C.

MassHousing will serve as the Project Administrator. A copy of the Project Eligibility Application is attached as Exhibit D. MassHousing granted a Project Eligibility (Site Approval) Letter dated August 28, 2020. A copy of the Project Eligibility Letter is attached as Exhibit E.

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

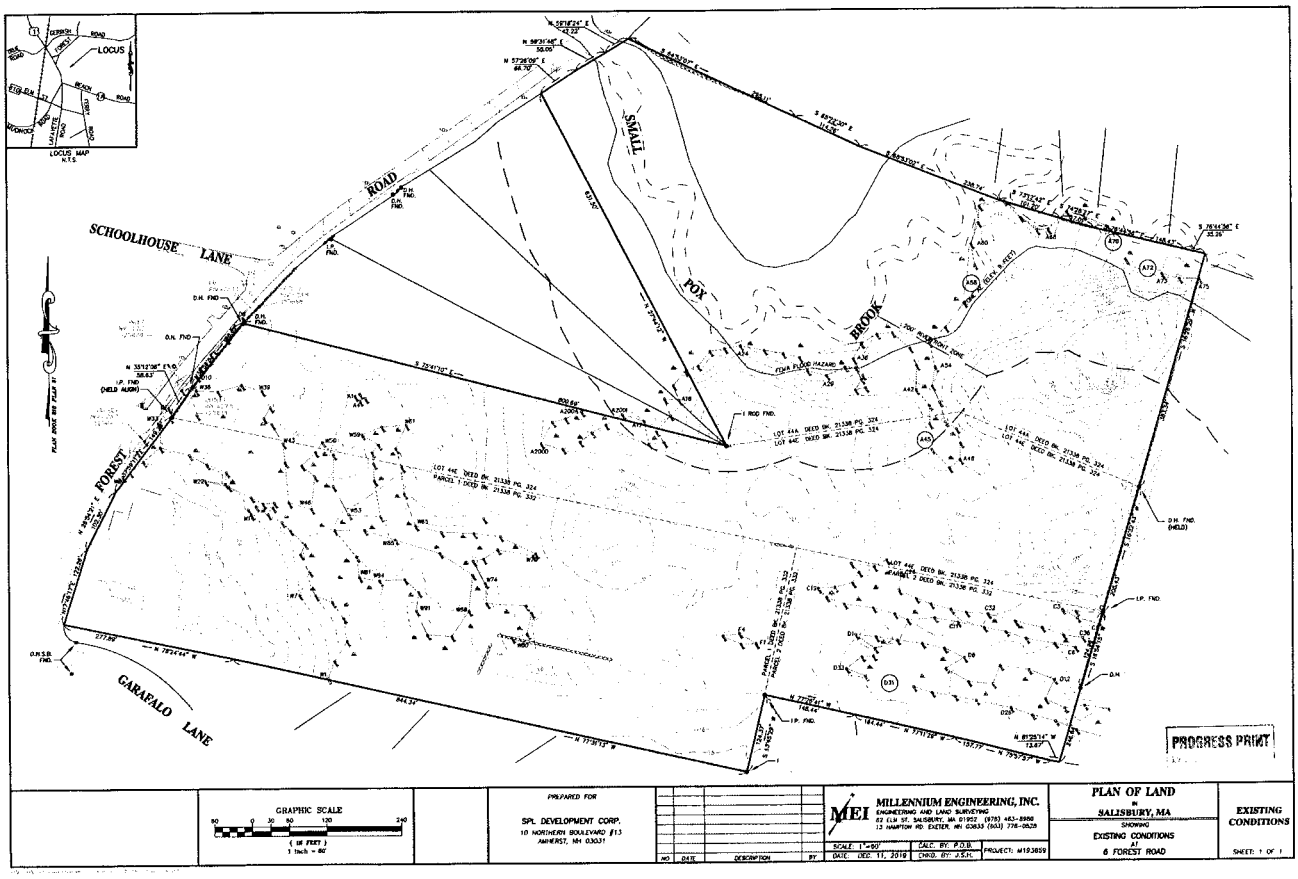
A. The Applicant will offer a minimum of 25% of the units for sale to households earning no more than 80% of the area median income, adjusted for household size, as published by HUD. The most recent HUD income limits indicate that 80% of the current median family income for a 4-person household for Salisbury is $96,250.
B. An Affordable Housing Restriction ensuring the units remain affordable to future buyers in perpetuity will govern the affordable units. See Exhibit F for the Affordable Housing Restriction.
C. The Applicant is a limited dividend organization and has agreed to limit the profit on the development in conformance with the regulations. A copy of the projected Proforma is attached hereto as Exhibit G.
D. The Applicant will comply with the Land Value Policy described in section IV (B) (1) of the Comprehensive Permit Guidelines issued by the DHCD and, if applicable, MassHousing's Acquisition Value Policy. The maximum permissible acquisition value that can be included in the Development Budget approved at Final Approval and at the time of Cost Examination/Cost Certification, for limited dividend purposes is the "As Is" value (determined by the MassHousing commissioned independent appraisal) of $790,000 plus reasonable and verifiable carrying costs (where permitted by the Guidelines) from the date of the Site Approval application.
E. The Applicant will enter into a Regulatory Agreement with MassHousing in the form for the applicable program, ensuring compliance with the requirements of the Comprehensive Permit Rules and the Program. The legal description of the Site attached to the Regulatory Agreement will be recordable. See Exhibit H for the Regulatory Agreement.
F. In order to satisfy the Program requirements, financing for the Development will originate from the subsidizing lender currently proposed to be Lowell Five, which is a member of the Federal Home Loan Bank of Boston (FHLBB). A minimum of 25% of the construction costs will be obtained from the NEF Program. Evidence of firm commitment for financing for the Development will be provided during the request to MassHousing for Final Approval. The Regulatory Agreement will provide that any transfer of all or a portion of the NEF lender's interest (including participation or sale of servicing rights) during the entire term of the construction financing will be subject to the approval of the Subsidizing Agency.
G. The Development will comply with the Commonwealth's Sustainable Development Principles embraced by DHCD.

3. THE PREMISES

Existing Conditions

The subject Site is located at 6 Forest Road in Salisbury, Massachusetts. The Site consists of four (4) parcels of land and according to the Town of Salisbury, the parcels are shown on Assessor's Map 20, Parcel's 43, 44, 45 and 91. The parcels are owned by Freeman J. Condon, III, Trustee of the Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of the Maureen F. Condon Revocable Trust and is currently under contract to Steven Paquette and David Russell, the Managers of 6 Forest Road, LLC. The existing home on the property is not part of this application and will remain on a separate conforming lot, which is not subject to this application or Development. See Existing Conditions Plan as part of Exhibit J and also shown below as *Figure 2.*

Figure 2 - Existing Conditions



The surrounding area is close to Salisbury town center and is walkable to government offices. The Site is also conveniently located in close proximity to retail and restaurant establishments as well as the beach. The Development is designed to be pedestrian friendly with sidewalks and trails. For more detail about pedestrian amenities, please see the "Open Space" section of this Application. For a more detailed map of the area, please see Exhibit A, which shows the surrounding area.

The property is located in the R-1 and R-2 Zoning Districts. For detailed information regarding zoning, both existing and proposed, please see the zoning summary shown as *Figure 3* below. Elevations within the project Site range from 25.00' along Forest Road to 8.00' in the wetlands at the rear of the Site. These elevations are based upon 1988 NAVD.

The remainder of the Site is undeveloped woodland. Stormwater runoff patterns generally flow from west to east across the property, feeding the bordering vegetated wetlands. See the accompanying plan in Exhibit J for a more detailed description of the existing Site conditions and topography.

Figure 3 - Zoning Summary (Chart)

ZONING TABLE

6 FOREST ROAD — ASSESSORS MAP 20 LOTS 43, 44, 45 & 91 ZONING DISTRICT R-1			
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	2 ACRES	26.94 ACRES	26.94 ACRES
LOT FRONTAGE:	200 FEET	725.11 FEET	725.11 FEET
FRONT SETBACK:	40 FEET	10.9 FEET	112.6 FT
SIDE SETBACK:	20 FEET	150.8 FEET	21.5 FT
REAR SETBACK:	20 FEET	1012.4 FEET	21.7 FT
LOT COVERAGE:	20% MAX	**	6.1%
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	< 35 FEET

6 FOREST ROAD — ASSESSORS MAP 20 LOTS 43, 44, 45 & 91 ZONING DISTRICT R-2			
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	1 ACRES	26.94 ACRES	26.94 ACRES
LOT FRONTAGE:	150 FEET	725.11 FEET	725.11 FEET
FRONT SETBACK:	40 FEET	10.9 FEET	112.6 FT
SIDE SETBACK:	20 FEET	150.8 FEET	21.5 FT
REAR SETBACK:	20 FEET	1012.4 FEET	21.7 FT
LOT COVERAGE:	25% MAX	**	6.1%
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	< 35 FEET

The lot consists of several soil groups: Scantic silt loam, 16A (Hydrologic Soil Group C/D); Walpole variant fine sandy loam, 21A (Hydrologic Soil Group C/D); Raynham silt loam, 30A (Hydrologic Soil Group C/D); Swanton fine sandy loam, 40A (Hydrologic Soil Group C/D); Windsor loamy sand, 255B (Hydrologic Soil Group A); Amostown fine sandy loam, 258B (Hydrologic Soil Group C/D); Ninigret fine sandy loam, 276A (Hydrologic Soil Group C) and Melrose fine sandy loam, 714B (Hydrologic Soil Group C). See Exhibit I for Soils Map.

In addition, soil evaluations were performed on-Site to assist in the design of the stormwater treatment facilities. 25 test pits were performed in April 2020 which indicated silty loam soils throughout the Site and seasonal high groundwater tables generally less than 24".

A plan showing the existing Site conditions is included in the Site Plans.

Smallpox Brook, as defined in 310 CMR 10.00, flows through the northeast corner of the Site. 100' and 200' riverfront buffer zones are depicted on the Site plans.

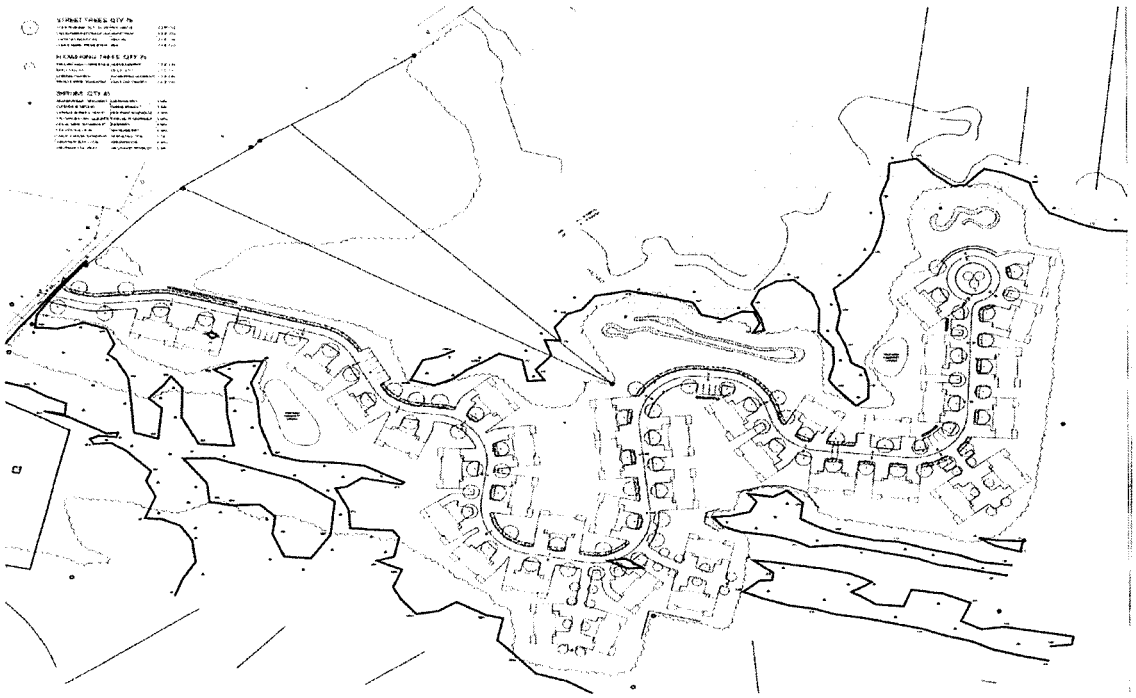
The rear of the property by Smallpox Brook lies within the 100-year flood plain (Zone AE elev. 9) according to Flood Insurance Rate Maps (FIRM), Community Panel number 25009C 0126F.

No portion of the Site is also located in a Natural Heritage Endangered Species Program (NHESP) Estimated Habitat of Rare Wildlife as shown on the MassGIS Online Mapping Tool.

4. THE DEVELOPMENT

The proposed building and Site layout will consist of thirty-four (34) duplex garden style structures and two (2) four-plex garden style structures, shown as *Figure 4* below.

Figure 4 - Site Plan



The buildings are all two-stories, and the exterior features include low maintenance vinyl and PVC trim. The buildings have been designed to closely mirror single-family homes. The footprint of each two-story building is approximately the same size as a modestly sized single-family building. The design intent of the proposed unit was to introduce more affordable moderately sized garden style units that would be attractive to both first time home buyers as well as empty nesters. All of the proposed first floor units (half of the project) are at grade, accessible with no stairs within the unit. As the duplex units are stacked (one on top of the other), half

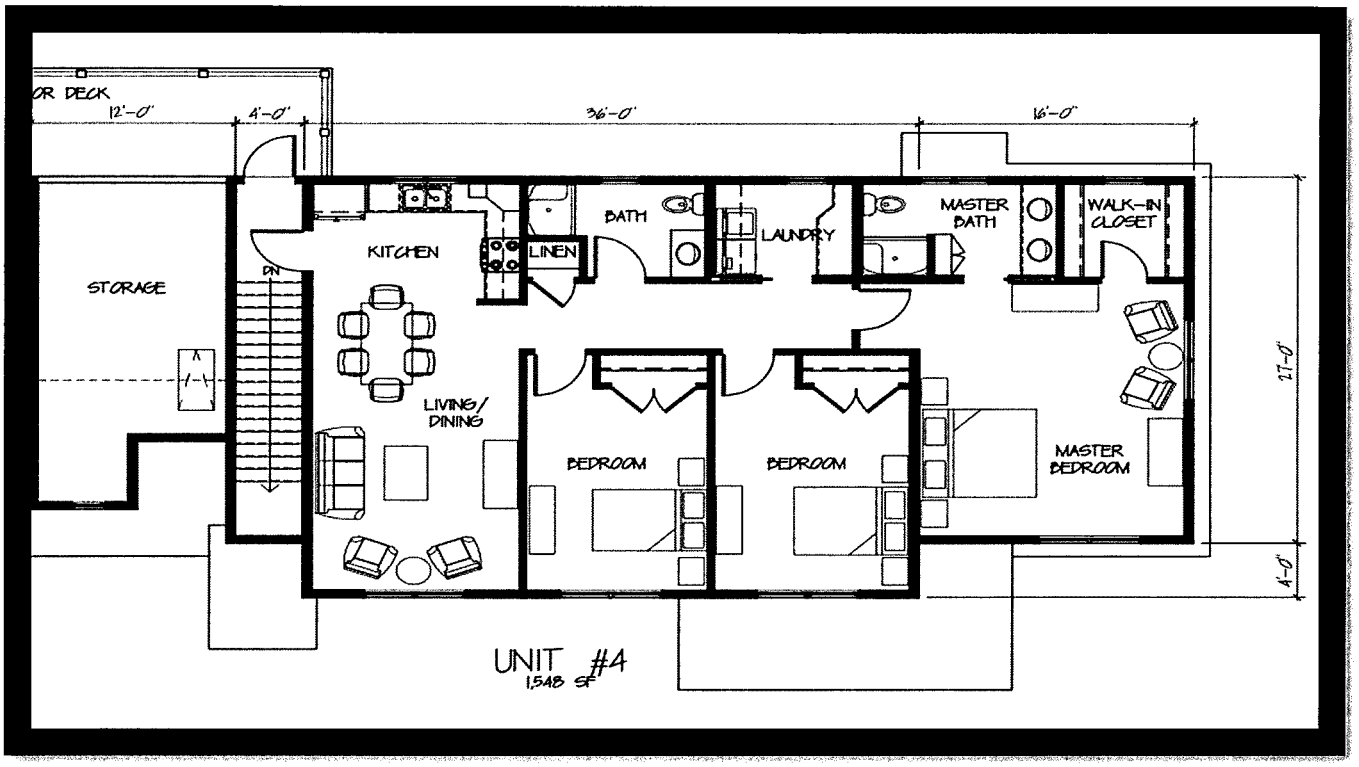
of all the units are fully accessible. There are very few such homes in the Salisbury market from a new construction standpoint.

A variation of vinyl shakes, and board and batten siding have been chosen to represent traditional New England architecture. A series of decorative brackets and corbels are also included to enhance the front elevation of each building. These siding styles will be varied throughout the development to introduce an aesthetic variation, including several different color choices. The Site has been designed so that the majority of units will have a substantial amount of privacy to the rear of each home. See Exhibit K for Architectural Plans as well as a rendering of a duplex style unit shown as *Figure 5* below.

Figure 5 -Duplex Rendering

The majority of homes within the Meadowview Development will have two (2) bedrooms each. The first floor is approximately 1,116 square feet in size, while the second-floor unit is 1,222 square feet. A minimum of 10% of the homes will have three (3) bedrooms of approximately 1,548 square feet. Please see *Figure 6* below and Exhibit K for Floor Plans of a three (3) bedroom unit. The third bedroom will present a perfect opportunity to act as flex space as well, such as a home office, the demand for which is growing substantially given the large number of workers now telecommuting.

Figure 6 - Floor Plans for Three-Bedroom Unit



A. Utilities

Water

Public water exists on Forest Road and will be extended into the development with no significant impact on existing service anticipated.

Natural Gas

Natural gas exists on Forest Road but ends at Garofalo Lane. It will need to be extended up Forest Road to the Site and into the development. No significant impact on existing service is anticipated.

Electric/Telephone/Cable

Electric, telephone and cable exist on Forest Road and will be extended into the development with no significant impact on existing service anticipated.

Sanitary Waste

Public sewer exists on Forest Road and will be extended into the development with no significant impact on existing service anticipated.

B. Construction

It is estimated that construction would commence within 30 days of the final approvals and would take 36 months to complete. The Development sequence would include building the infrastructure (pavement, utilities, drainage and grading) first and then constructing the individual units. The market rate units

would be sold as they are completed, and the affordable units would be sold in accordance with the DHCD guidelines.

5. NARRATIVE STATEMENT OF DEVELOPMENT IMPACTS

General

A. Traffic/Access

The Development will construct a new access driveway from Forest Road approximately 50' from the northerly property line. Please see *Figure 7* for the location of the road entrance along Forest Road. The access driveway will consist of a new 24' wide paved, two-way access driveway. The access driveway will provide access for all of the dwelling units and will remain privately owned by the future Homeowner's Association. The access driveway will be approximately 2,400 feet long and will include a permanent turn around for emergency vehicles. The Applicant previously met with the Salisbury Fire Department and they preliminarily approved the road design layout. The roads comply with the required turning movements of the Salisbury Fire Department.

Figure 7 - Location of Road entrance along Forest Road

Forest Road and School House Lane both provide access to Lafayette Road, which is where the Site generated traffic is expected to go. The net increase in traffic on Lafayette Road will be generated by the seventy-six (76) homeownership units in the development. Based on the Institute of Transportation Engineers Trip Generation 10th Edition manual, the average trips per day per dwelling unit is approximately 7.03. Therefore, a total of 534 daily vehicle trips (267 vehicles entering and exiting) per day are expected as a result of this Development. Given the existing characteristics of Lafayette Road and the surrounding area, this increase in traffic volume is not expected to have a significant impact on Lafayette Road. Please see Exhibit L attached Traffic report for more detail.

B. Historical

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

C. Open Space

As proposed, when completed, the Development will provide 55.6 % of the Site (14.97 Ac.) as open space, preserving as much natural vegetation as possible. Of the 14.97 acres of Open Space, 5.98 acres will be upland. The open space is mostly forested, apart from the middle of the Site which is open meadow. Forested bordering vegetated wetlands are included in the open space along the northerly property line, including Smallpox Brook, and the southeast corner of the Site. Bordering vegetated wetlands are also located in the

open space in the south and southwest corner of the property. These wetlands are a combination of forested and open meadow.

The proposed Meadowview Development is located very close to the Salisbury Village center. It is the Applicant's objective to create a new walkable community and proposes to do so in several ways. The Applicant is proposing to construct a new public sidewalk from the entrance to the Site, along the length of Forest Road and to connect it to the new sidewalk being built by the state of Massachusetts along Lafayette Road. This will allow residents and neighborhood homeowners to walk to the village center business district, thereby encouraging a more walkable community and hopefully more patrons for local businesses in the village area.

The Site of the proposed Development is surrounded by several of Salisbury's excellent walking trails and the rail trail system now being expanded with a new foot bridge across Lafayette Road at True Road. To the south and east of the Site lies the Essex County Greenbelt Trust Land and the trail system that runs down to Beach Road, adjacent to the Pettengill family home. That trail does not have any direct connection to the Forest Road area. As a result of this Development, we are proposing to connect Forest Road to the Pettengill Land Trust Trails with a walking trail that will run through the Development and out to Forest Road.

Additionally, four (4) parking spaces out front can be used by trail users as well. The result will create a walking trail from Beach Road out to Forest Road in very close proximity to the remaining rail trails along Lafayette Road end to the town's new park behind the elementary school.

The proposed trail is shown on the Trail Plan attached as Exhibit M and shown as *Figure 8* below. The Trail Plan illustrates its overall location in relation to the proposed Development. Within the trails there will be directional signage and educational information regarding the trail system. The plans require two very minor wetland crossings across the meadow that will be mitigated by small wooden "bog" bridges as opposed to filling these areas. This has been done in the past in Salisbury to mitigate wetland impacts of proposed trails.

Figure 8 – Trail Plan

D. Wetlands

Bordering vegetated wetlands exist throughout the Site. Two (2) areas of isolated wetlands totaling 515 s.f. are proposed to be filled. For the creation of the open space trails, a total of 250 s.f. of bordering vegetated wetland fill is proposed. Also, a finger of bordering vegetated wetlands at the beginning of the proposed road totaling 415 s.f. is proposed to be filled. (NOTE: This most likely will end up being more with the proposed sidewalk connection to Forest Road) As previously mentioned, a portion of the Site falls within the Riverfront zone. The Development will require the filing of a Notice of Intent with the Salisbury Conservation Commission.

E. Stormwater

The storm water management system for the proposed development will consist of cape cod bituminous concrete curbing to direct the runoff to the low points of the road. Standard catch basin/manhole and piping systems are proposed for the roadway network and will also service portions of the surrounding lawn/landscaped areas sloping towards the roadway. From the low point, the runoff will be piped to a constructed wetland adjacent to station 15+00 and at the rear of the Site.

Stormwater management for this Development has been designed in compliance with the Stormwater Management Standards as outlined in 310 CMR 10.05(6)(k) through (q) and defined in detail in the DEP's Stormwater Management Handbook. The Development has been designed to minimize impacts on nearby resource areas from both the construction and post-construction of the proposed Development. The drainage system has been designed to treat rainfall events up to and including the 100-year storm event. See Exhibit N for Drainage Narrative. The drainage design and full calculations have been filed along with this application. Additional copies can be provided upon request.

F. Parking

Parking for two hundred fifty-one (251) cars is proposed to be provided on-Site. All of the units will have one (1) car garages with the ability to park an additional two (2) cars in the driveway, providing for a total of three (3) parking spaces per unit, for a total of two hundred twenty-eight (228) spaces. Thirty-three (33) visitor parking spaces are also provided throughout the Site. The parking configuration provides an emergency-response vehicle turn area in the cul-de-sac.

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

Municipal Services

A. Public Safety

The Development will be serviced by the Town of Salisbury Police and Fire Departments. The development team has already met with the Fire Department to address any preliminary design concerns they may have.

As a condominium community, the Meadowbrook Development will bear the cost of both snow and trash removal as well as road maintenance and long-term replacement cost with no impact to the town.

Construction Impacts

A. Noise

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

B. Dust

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

C. Erosion/Siltation

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

D. Potential Releases

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

6. REQUESTED WAIVERS

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

7. OWNER/ APPLICANT

The developer has proper Site control in accordance with Massachusetts General Laws Chapter 40B, a copy of the Purchase and Sale Agreement for the property is attached as Exhibit P. Information regarding legal existence of the Developer is attached hereto as Exhibit Q.

8. DEVELOPMENT FINANCING

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

9. SUMMARY

The proposed Development "Meadowview Condominiums" will help to increase the Town of Salisbury affordable housing inventory and to help them maintain their 10% requirement. The Developer is committed to working with the Town to develop a Development that is consistent with the character of Town of Salisbury. The Development will be designed and developed to be consistent with the surrounding residential area.

The proposed Development is anticipated to general sales of approximately $23,400,000 and would correspond to an annualized property tax assessment of approximately $275,000. This would therefore

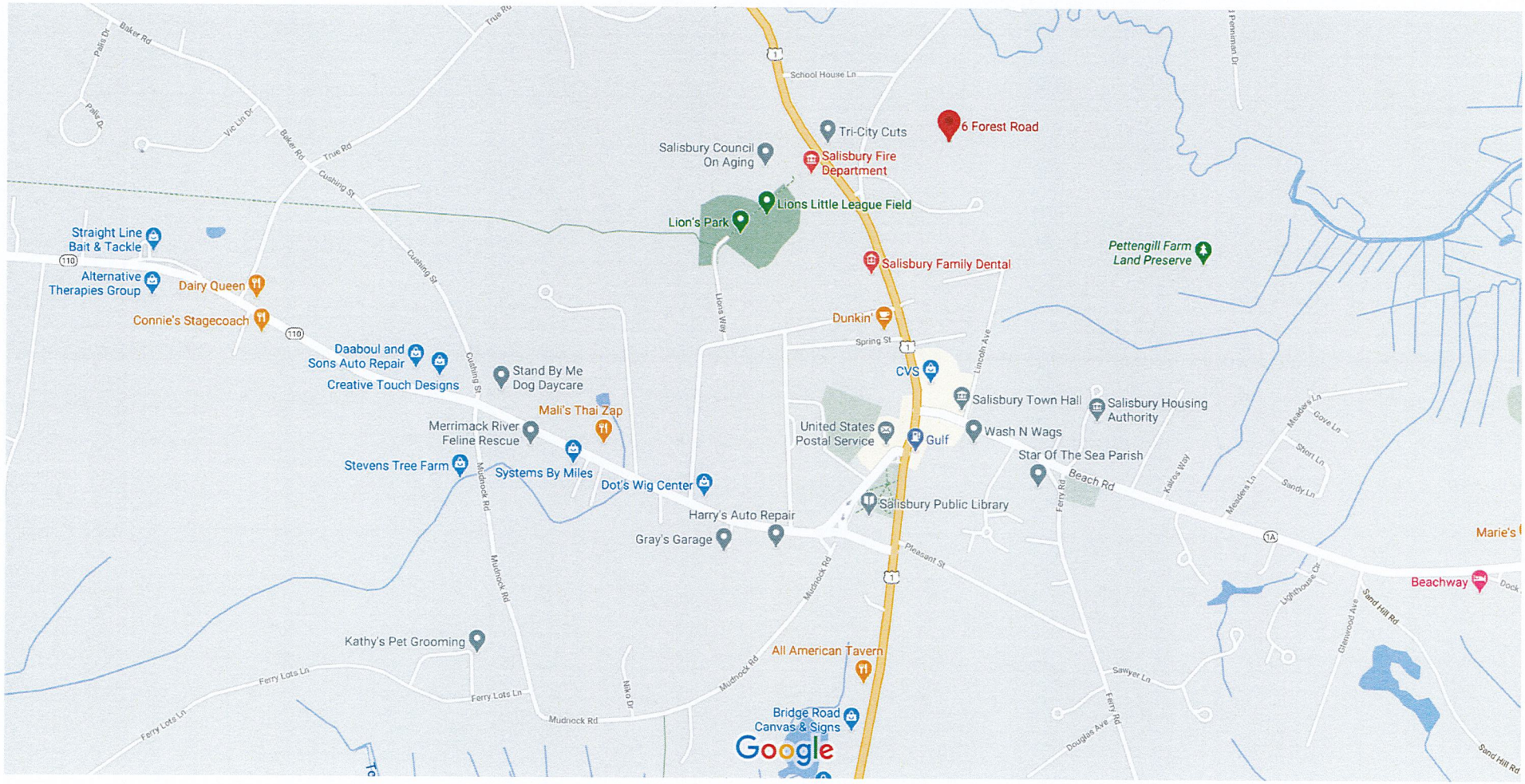
help considerably as a new source of tax revenue for the Town of Salisbury. In addition, the Development will be well within walking distance to the center of town and would contribute to the village center business merchants. At a price point in the mid $350,000 range, these market rate units will be affordable to first time home buyers. It is almost impossible to find accessible, new construction at this price. The proposed homes will therefore be beneficial to the towns housing alternatives.

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

Exhibit A

Surrounding Development Plan

Google Maps 6 Forest Rd



Map data ©2020 500 ft

Exhibit B

MassHousing Corporate Information

MassHousing's Mission & Vision

Mission

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

Vision

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

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

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

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

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

As MassHousing pursues this vision for the future it will do so with a commitment

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- Executive Director
- Careers at MassHousing
- RFPs
- MassHousing Update
- Information Security Program
- Directions to MassHousing

to transparency in all of its operations, investments and policies. This will be achieved through ongoing dialog with housing partners and stakeholders and regular public reporting of financial and program performance and progress against its strategic goals and objectives.

Equal Housing Lender

Our Mission, Values and Leadership Model

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

MassHousing will achieve its mission and its business goals through

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

Our Values

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

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

Our Leadership Model

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

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

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

How We Finance Affordable Housing Loans

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

Our Business Structure

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

Home Ownership

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

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

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

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

Learn more at www.masshousing.com/homeownership.

Rental Housing Programs

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

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

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

For existing rental communities with affordable units, we work with borrowers to develop creative refinancing options that preserve long-term affordability for residents and also provide funding for upgrades to the properties.

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MassHousing takes a proactive approach to overseeing its rental housing portfolio, which includes more than 100,000 apartments. Our staff conducts thorough annual reviews of the physical and financial condition of each of the more than 500 MassHousing-financed rental housing developments. We also oversee millions of dollars of state and federal subsidies that support these apartments. The goal of this extensive oversight is to ensure that these properties remain viable and well-maintained for the long-term.

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

Learn more at www.masshousingrental.com.

Planning & Programs/Chapter 40B

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

Our Commitment to Minority- and Women-Owned Businesses

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

Nondiscrimination Statement

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

- Myra Carmona, Vice President of Talent & Culture
- Colin McNiece, General Counsel
- Andrea J. Laing, Director of Diversity & Inclusion

Exhibit C

Program Overview

MASSHOUSING

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

Outline of Steps Involved in the Comprehensive Permit Process

Application and Review Process

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

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

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

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

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

6. If approved, or conditionally approved, the developer submits an application for a Comprehensive Permit to the local Zoning Board of Appeals (ZBA) along with other materials required by law.

Massachusetts Housing Finance Agency | TEL: 617.854.1000 | FAX: 617.854.1029
One Beacon Street, Boston, MA 02108 | TDD: 617.854.1025 | www.masshousing.com

7. Within the required time frame, the local ZBA schedules a public hearing (giving proper notice to area residents) and comments are solicited as to development concerns relating to the proposed development. Contact either the local ZBA, or the State Housing Appeals Committee (c/o the State's Department of Housing and Community Development) for further details of the process.

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

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

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

Appeals Process

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

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

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

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

- In any one calendar year, the Comprehensive Permit application before a city or town's ZBA would result in the commencement of subsidized housing on sites comprising more than three tenths of one percent (0.3%) of the community's land (excluding land owned by the federal or commonwealth governments, or any political subdivision thereof, the metropolitan district commission or any other public authority) zoned for residential commercial or industrial use, or ten (10) acres, whichever is larger. *See MGL c. 40B, §20 and 760 CMR 31.04.(3).*

- The city or town has made recent progress toward its statutory Housing Unit Minimum, per 760 CMR 31.04.(1), through the creation of subsidized housing during the twelve months prior to the Comprehensive Permit application that is equal to or greater than two percent (2%) of the city or town's total housing units. *See 760 CMR 31.07.(1).(d).*

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

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

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

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

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

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

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

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

    3. The disposition date of such an application; or

    4. The withdrawal date of such an application.

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

last updated November 12, 2004

Exhibit D

Project Eligibility Application

DESCHENES & FARRELL, P.C.
Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

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

**Admitted in MA and NH*

June 1, 2020

Michael Busby
40B Project Coordinator
MassHousing
One Beacon Street, 4th Floor
Boston, MA 02108

RE: MassHousing Application
Meadowview Condominiums

Dear Michael,

Please be advised that this office represents 6 Forest Road, LLC regarding a proposed affordable housing project in Salisbury, Massachusetts. The project as proposed would be entitled "Meadowview Condominiums" and would create seventy-six (76) units of home ownership housing at 6-12 Forest Road, Salisbury, MA 01952.

Enclosed please find the application, filing fees and required documents as per the MassHousing site approval application requirements. Please let me know if you require any further information.

Sincerely,

Melissa Robbins

Melissa E. Robbins

Enclosures
Via UPS

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MassHousing

Comprehensive Permit Site Approval Application/Homeownership

www.masshousing.com | www.masshousingrental.com

Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

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

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

Our Commitment to You

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

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

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

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

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

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.

MASSHOUSING

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

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

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

Name of Proposed Project: Meadowview Condominiums

Municipality: Town of Salisbury, Massachusetts

Address of Site: 6, 10, 18 Forest Road, Salisbury, MA

Cross Street *(if applicable)*: Lafayette Road, Salisbury, MA

Zip Code: 01952

Tax Parcel I.D. Number(s) *(Map/Block/Lot)*: 20-43, 20-44, 20-45, 20-91

Name of Proposed Development Entity *(typically a single purpose entity)*:
6 Forest Road, LLC

Entity Type: Limited Dividend Organization ✓ Non-Profit* ___ Government Agency ___

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

Has this entity already been formed? Yes ✓ No ___

Name of Applicant *(typically the Proposed Development Entity or its controlling entity or individual)*:
6 Forest Road, LLC

Applicant's Web Address, if any: ___

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ✓ No ___ If yes, please explain: Owns real estate and development company

Primary Contact Information *(required)*

Name of Individual: Melissa E. Robbins

Relationship to Applicant: Attorney

Name of Company *(if any)*: Deschenes and Farrell, P.C.

Street Address: 515 Groton Road, Suite 204

City/Town/Zip: Westford, MA 01886

Telephone *(office and cell)* and Email: 978-496-1179 melissa@dfpclaw.com

Secondary Contact Information *(required)*

Name of Individual: Steven Paquette

Relationship to Applicant: Applicant, co-manager of

Name of Company *(if any)*: 6 Forest Road, LLC

Street Address: PO Box 1037

City/Town/Zip: Pelham, NH 03076

Telephone *(office and cell)* and Email: 603-582-0151, spaquette@splllc.com

Additional Contact Information *(optional)*

Name of Individual: David Russell

Relationship to Applicant: Applicant, co-manager of

Name of Company *(if any)*: 6 Forest Road, LLC

Street Address: 71 Commercial Street

City/Town/Zip: Boston, MA

Telephone *(office and cell)* and Email: 603-233-8444, nomtg2000@yahoo.com

Anticipated Financing: MassHousing ____ NEF Bank ✓

Name of NEF Bank: Lowell Five

Total Number of Units 76.00 # Affordable Units 19.00 # Market Rate Units 57.00

Age Restricted? Yes ☐ No ☒ If Yes, 55+ ☐ or 62+ ☒

Brief Project Description (150 words or less):

The development of 76 units on 26.94 +/- acres of land off 6-12 Forest Street in Salisbury, MA. More specifically, the development will provide for 34 duplex structures containing 68 units and two (2) buildings that are four-plexes containing eight (8) units for a total of 76 units. The development will provide for 19 affordable units.

Required Attachments Relating to Section 1

1.1 Location Map

Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map

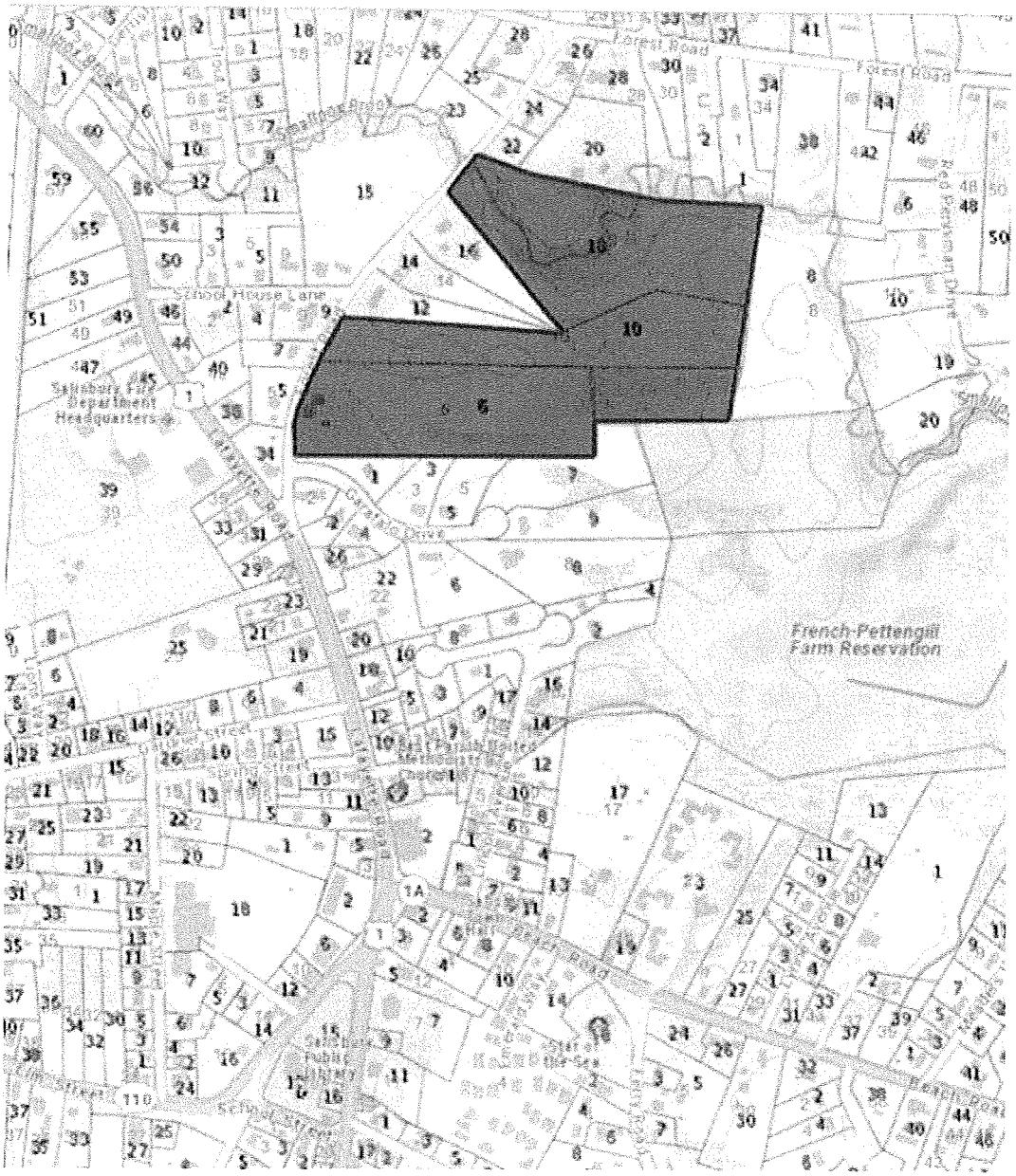
Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

1.3 Directions

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.

Section 1.1

Location Map

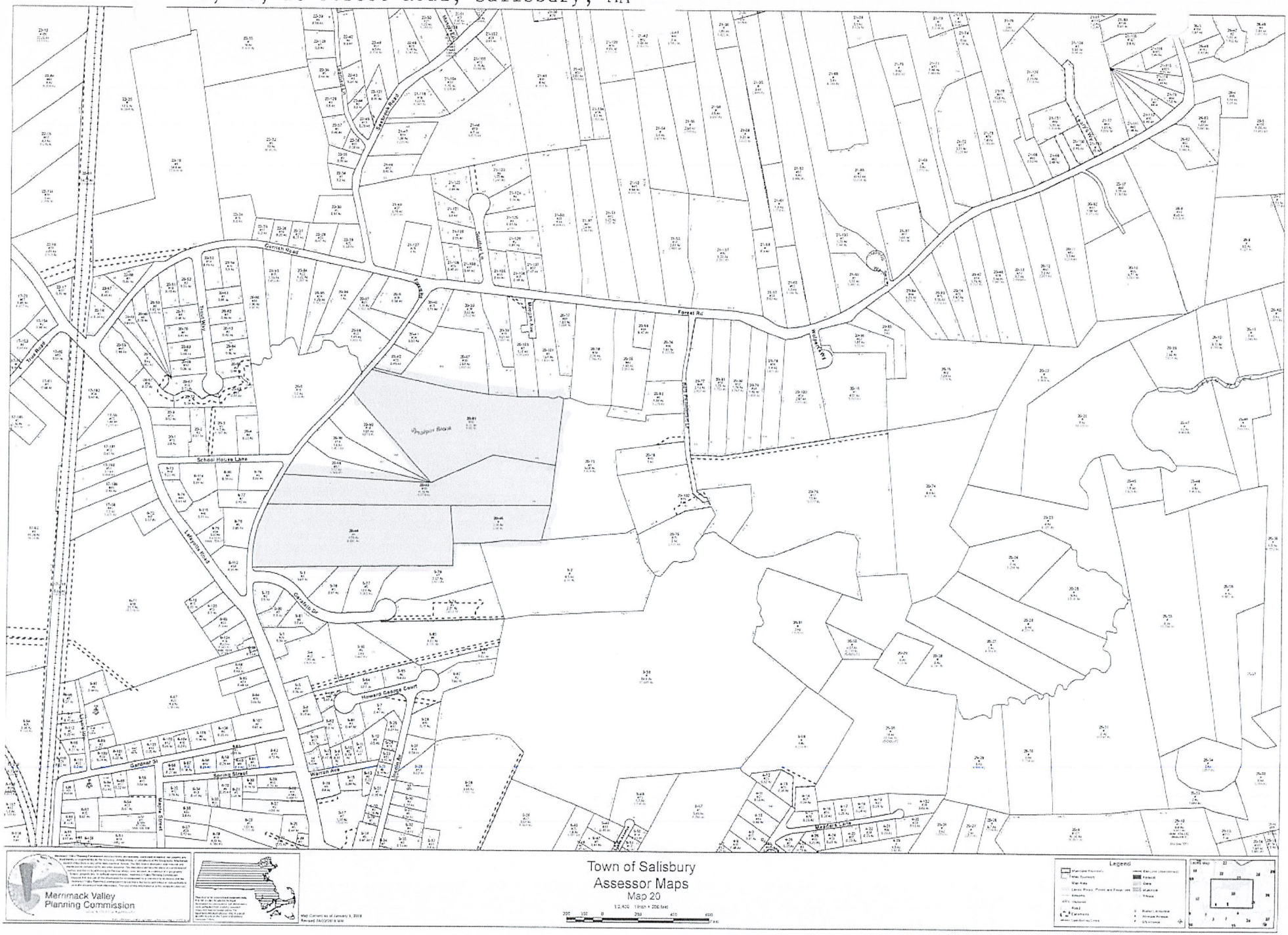

Forest Road
School House Lane
Salisbury Fire Department Headquarters
Garafalo Drive
French-Pettengill Farm Reservation
Salisbury Public Library
Star of the Sea

Google Maps 6, 10, 18 Forest Road, Salisbury, MA

Section 1.2

Tax Map

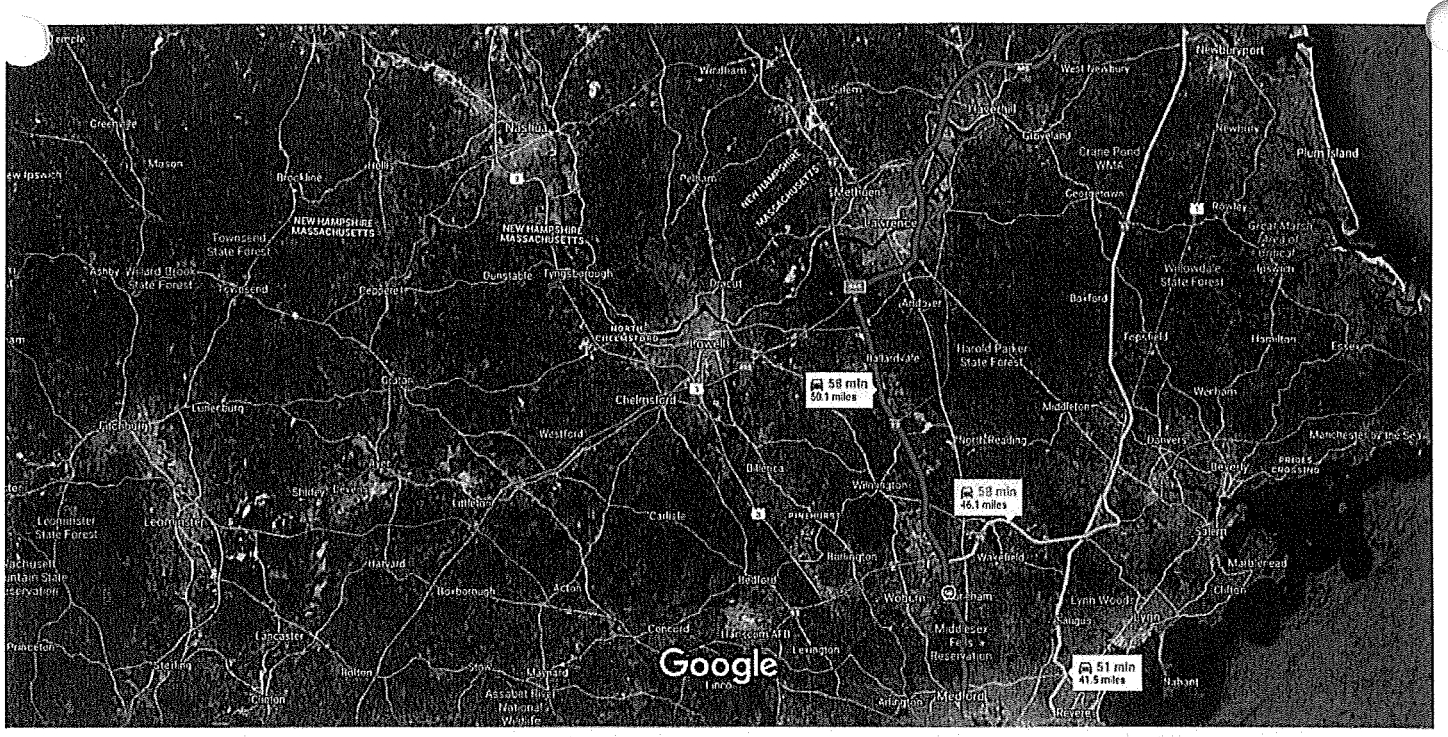
6, 10, 18 Forest Road, Salisbury, MA



Section 1.3

Directions

Google Maps One Beacon Street to 6 Forest Rd, Salisbury, MA 01952 Drive 50.1 miles, 58 min



Imagery ©2019 Google, Data SIO, NOAA, U.S. Navy, NGA, GEBCO, U.S. Geological Survey, Imagery ©2019 TerraMetrics, Map data ©2019 2 mi

One Beacon Street

1 Beacon St, Boston, MA 02108

Follow I-93 N and I-495 N to Toll Rd W in Salisbury. Take exit 60 from I-95 N

50 min (47.7 mi)

1. Head north on Somerset St toward Pemberton Square

230 ft

2. Somerset St turns left and becomes Ashburton Pl

203 ft

3. Slight right toward Bowdoin St

217 ft

4. Slight right onto Bowdoin St

0.1 mi

5. Turn right onto Cambridge St

443 ft

6. Use the left 2 lanes to turn left onto Sudbury St

0.3 mi

7. Turn left onto the Interstate 93 N ramp to Concord NH

1.1 mi

8. Merge onto I-93 N

21.4 mi

9. Take exit 44A to merge onto I-495 N toward Lawrence

23.4 mi

10. Continue onto Exit 60 (signs for MA-286/Beaches/Salisburry)

0.6 mi

11. Merge onto I-95 N

0.5 mi

12. Take exit 60 toward MA-286/Beaches/Salisbury

0.2 mi

Follow Toll Rd W and US-1 S to Forest Rd/Forest Avenue

5 min (2.4 mi)

13. Continue onto Toll Rd W

1.0 mi

14. Merge onto US-1 S

1.3 mi

15. Sharp left onto Forest Rd/Forest Avenue

0.2 mi

6 Forest Rd

Salisbury, MA 01952

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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

Section 2: EXISTING CONDITIONS / SITE INFORMATION (also see Required Attachments listed at end of Section 2)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Name of Proposed Project: Meadowview Condominiums

Buildable Area Calculations	Sq. Feet/Acres *(enter "0" if applicable—do not leave blank)*
Total Site Area	26.94
Wetland Area	8.99
Flood/Hazard Area	3.69
Endangered Species Habitat (animal and/or plant)	0.00
Conservation/Article 97 Land	0.00
Protected Agricultural Land	0.00
Other Non-Buildable (Describe)	0.00
Total Non-Buildable Area	12.68
Total Buildable Site Area	14.26

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

Is the site located entirely within one municipality? Yes ✓ No ___
If not, in what other municipality is the site located? N/A
How much land is in each municipality? *(the Existing Conditions Plan must show the municipal boundary lines)* ___
N/A

Current zoning classification and principal permitted uses:
Residential - R1 and R2

Previous Development Efforts

Please list *(on the following page)* any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications. *Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).*

N/A

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

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	On Site
Wastewater - public sewer	Yes	On Site
Storm Sewer	Yes	On Site
Water-public water	Yes	On Site
Water-private well	No	
Natural Gas	Yes	150 Feet to Schoolhouse Lane
Electricity	Yes	On Site
Roadway Access to Site	Yes	800' Adjacent to Main Road
Sidewalk Access to Site	No	Sidewalk from Project to Main Road
Other	---	

Describe surrounding land use(s):

Primarily Residential Use.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	3.2 miles	Yes
Schools	1 mile	Yes
Government Offices	.5 miles	Walkable
Multi-Family Housing	< 1 mile	Walkable
Public Safety Facilities	.3 miles	Walkable
Office/Industrial Uses	< 2 miles	Yes
Conservation Land	< 1 mile	Walkable
Recreational Facilities	< 1/2 mile	Walkable
Houses of Worship	.6 miles	Walkable
Other		

List any public transportation near the Site, including type of transportation and distance from the site:

Bus Stop: .4 miles from site in Salisbury, MA.
Train Station: 3.8 miles from site located in Newburyport, MA.

Site Characteristics and Development Constraints

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

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

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

Is the site, or any portion thereof, located within a designated flood hazard area? Yes

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

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

Are there documented vernal pools on the site? No

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

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

Are there existing buildings and structures on site? No

Does the site include documented archeological resources? No

Does the site include any known significant areas of ledge or steep sloes? No

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

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

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

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

2.2 Aerial Photographs

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

2.3 Site/Context Photographs

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

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including narratives, summaries and relevant documentation including:

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

2.5 By-Right Site Plan *(if available)*

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

Section 2.1

Existing Conditions Plan

GRAPHIC SCALE

(IN FEET)
1 inch = 60'

PREPARED FOR

SPL DEVELOPMENT CORP.
10 NORTHERN BOULEVARD #13
AMHERST, NH 03031

NO.	DATE	DESCRIPTION	BY

MEI MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-6960
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=60' | CALC. BY: P.D.S. | PROJECT: M193559
DATE: DEC. 11, 2019 | CHKD. BY: J.S.H.

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
EXISTING CONDITIONS
AT
6 FOREST ROAD

EXISTING CONDITIONS

SHEET 1 OF 1

Section 2.2

Aerial Photograph

Google Maps 6 Forest Rd

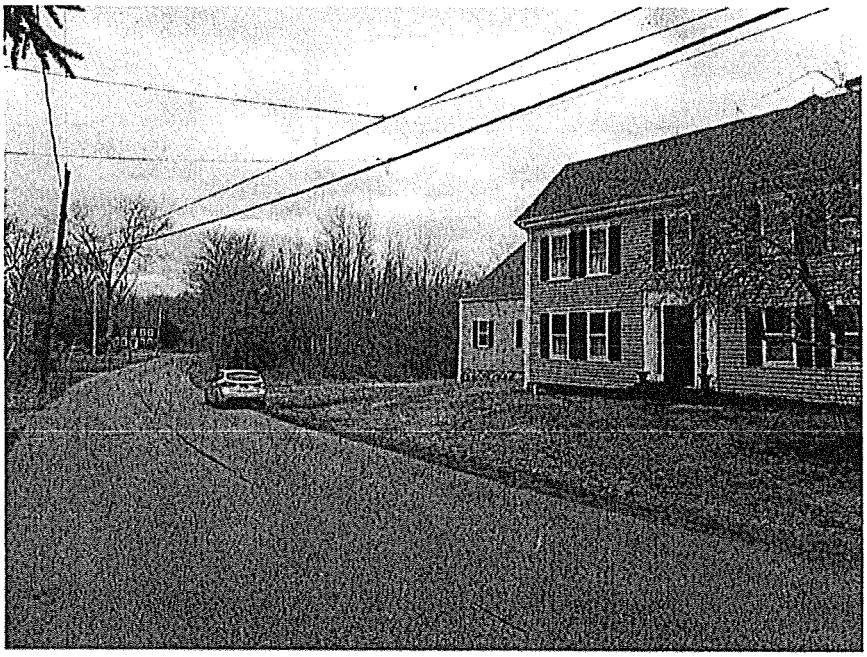
6, 10, 18 Forest Road, Salisbury, MA

Imagery ©2019 Google, Imagery ©2019 MassGIS, Commonwealth of Massachusetts EOEA, Maxar Technologies, USDA Farm Service Agency, Map data ©2019 200 ft

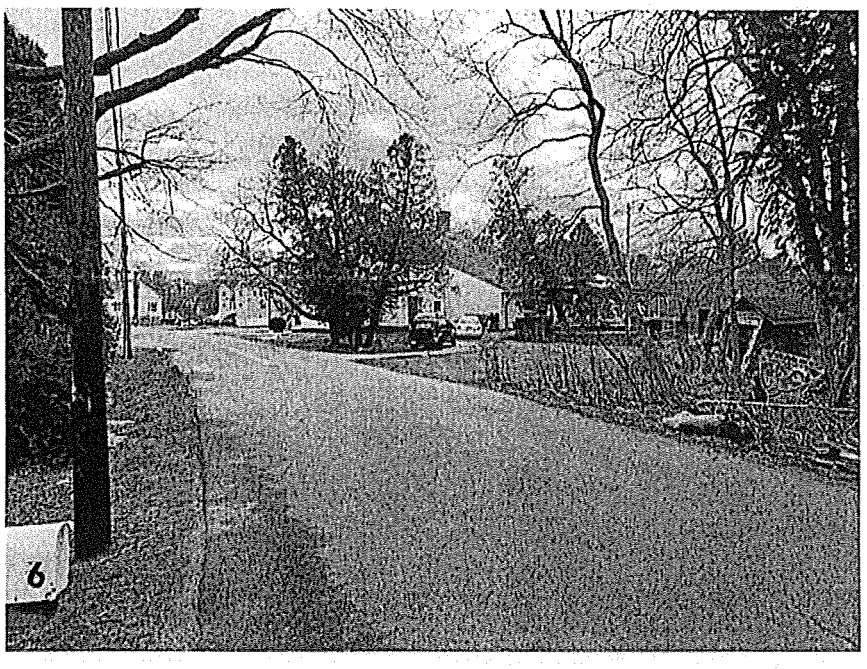
Section 2.3

Site/Context Photos

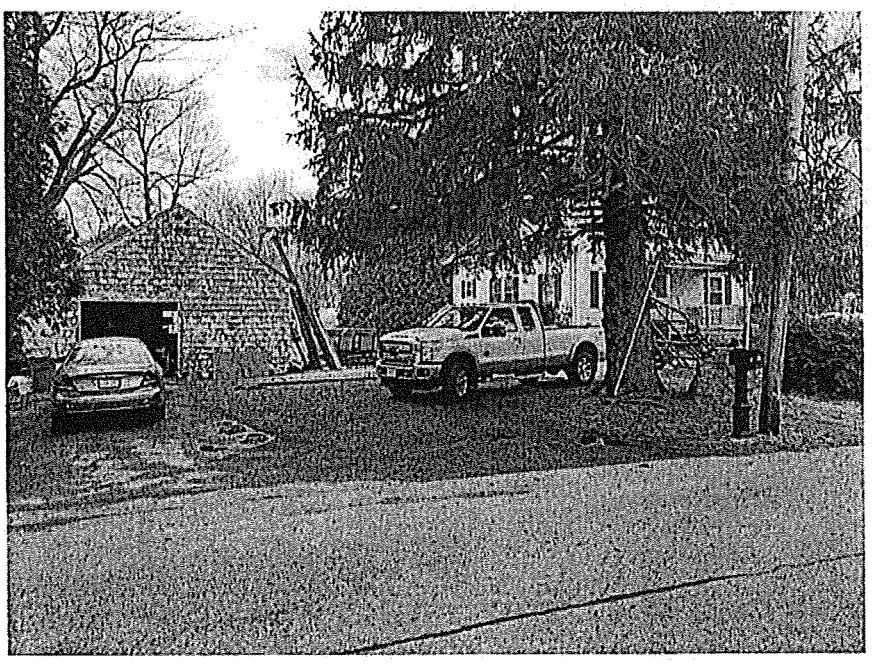
6 Forest Road (Site): Existing Building on Site



6 Forest Road (Site): View North Toward School House Lane

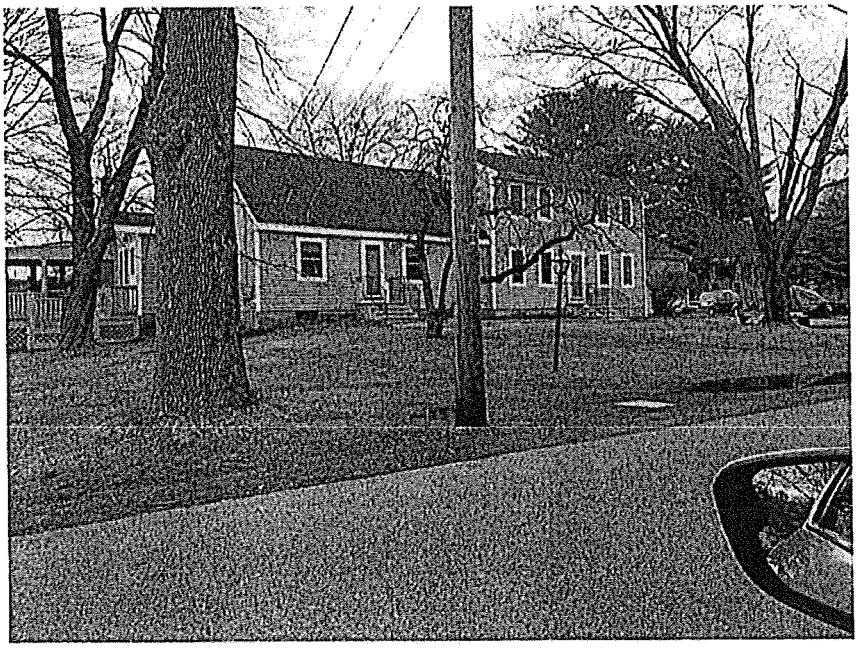


34 Lafayette Road: View South Toward Lafayette Road



5 Forest Road: Directly Across from the Site

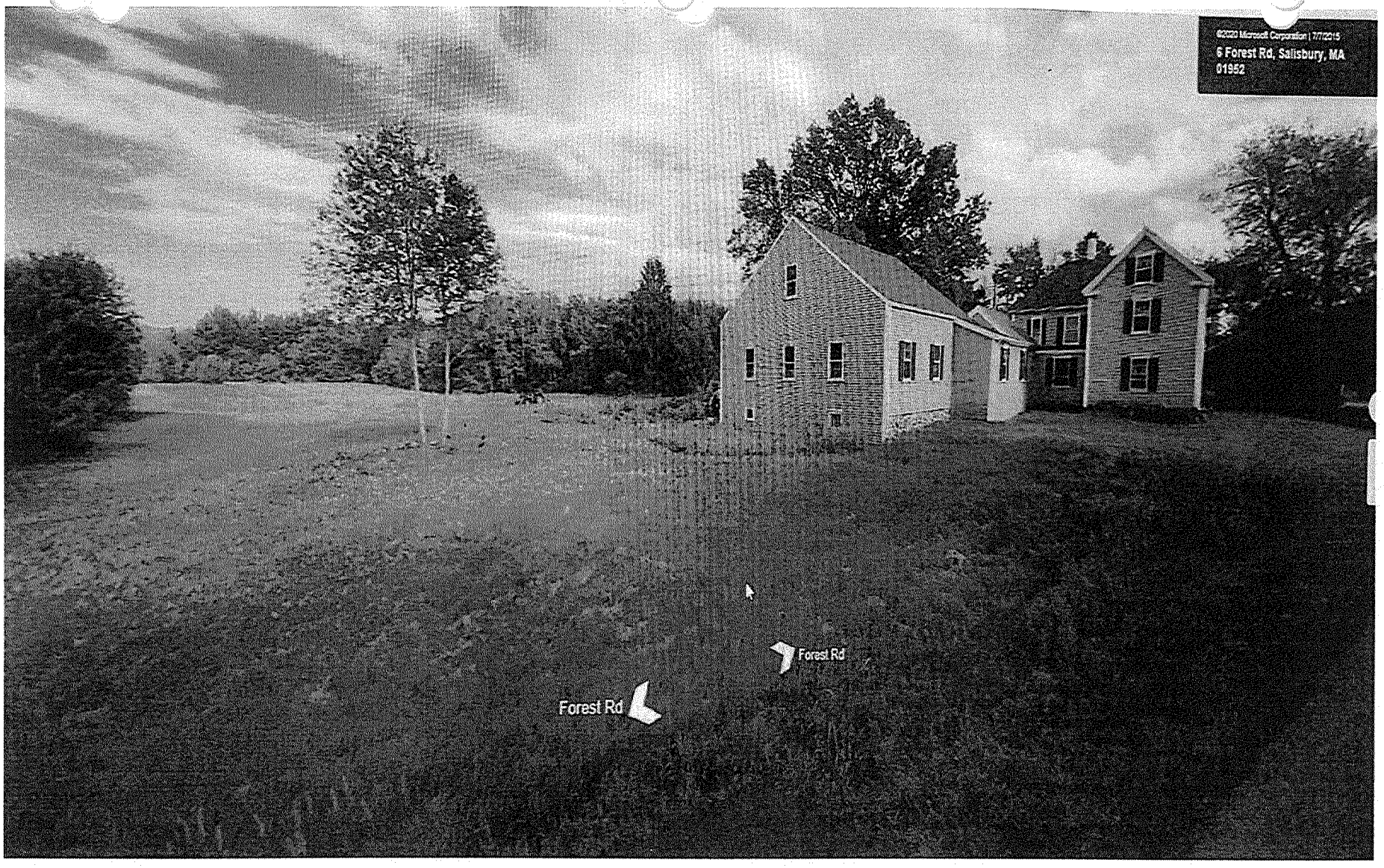
7 Forest Road: North of Site on Opposite Side of Road



9 Forest Road: North of Site on Opposite Side of Road

Northernmost Property of Project Site (North of 16 Forest Road)

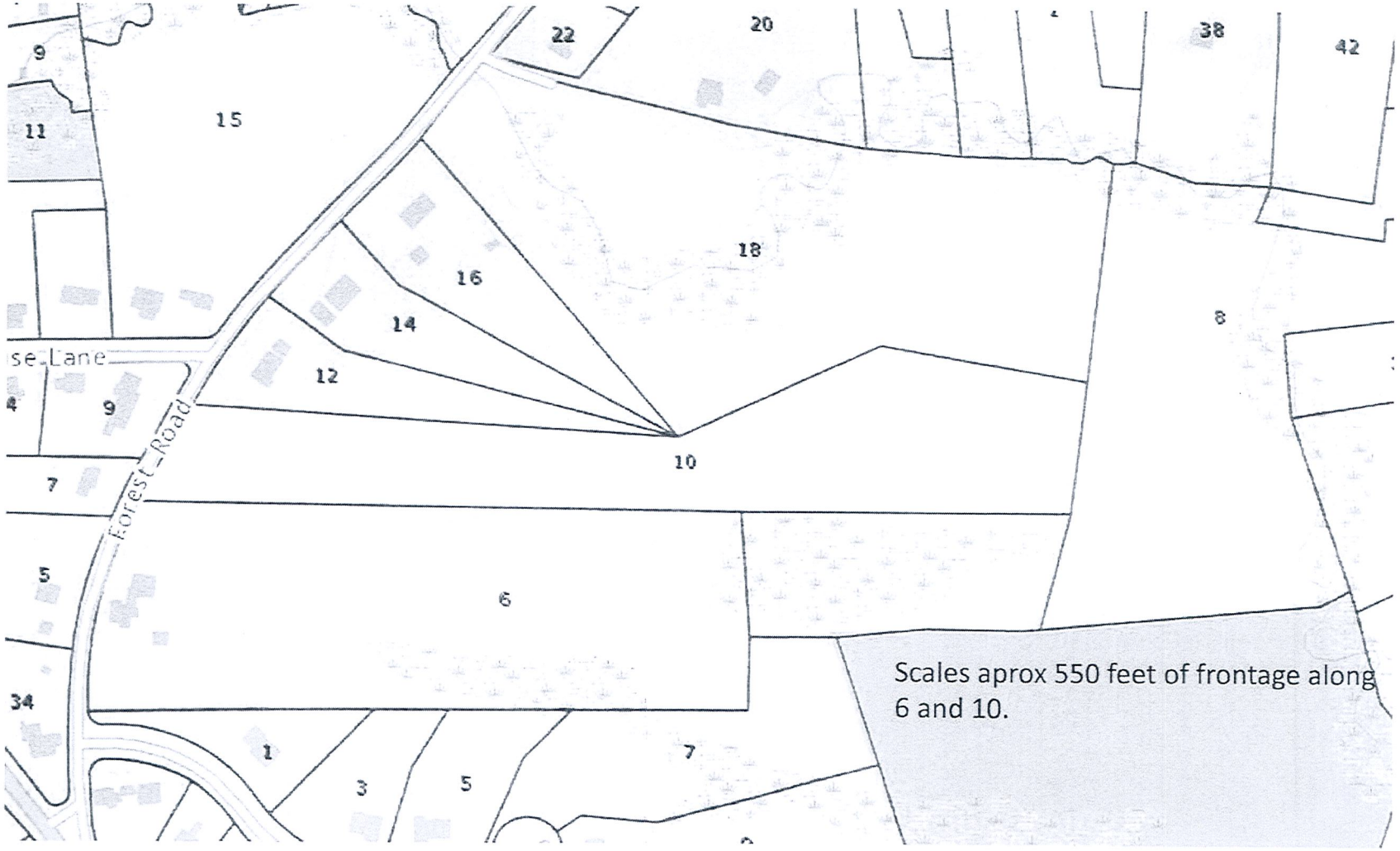
6 Forest Rd, Sal
01952
Forest Rd
Forest Rd


©2020 Microsoft Corporation | 7/7/2015
6 Forest Rd, Salisbury, MA 01952
Forest Rd
Forest Rd

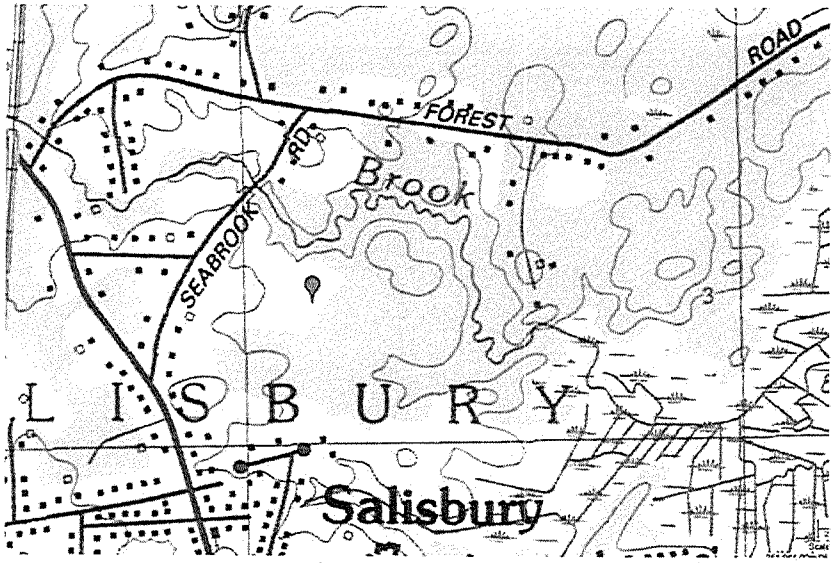
6 Forest Rd, Salisbury, MA
01952
Forest Rd
Forest Rd

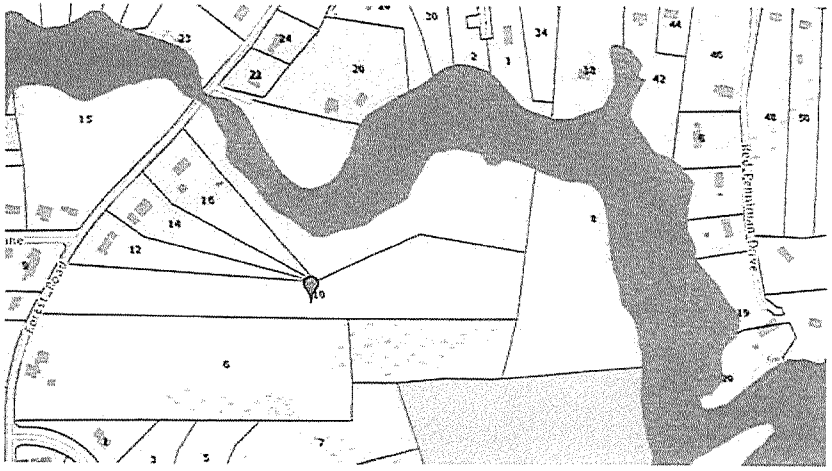
Section 2.4

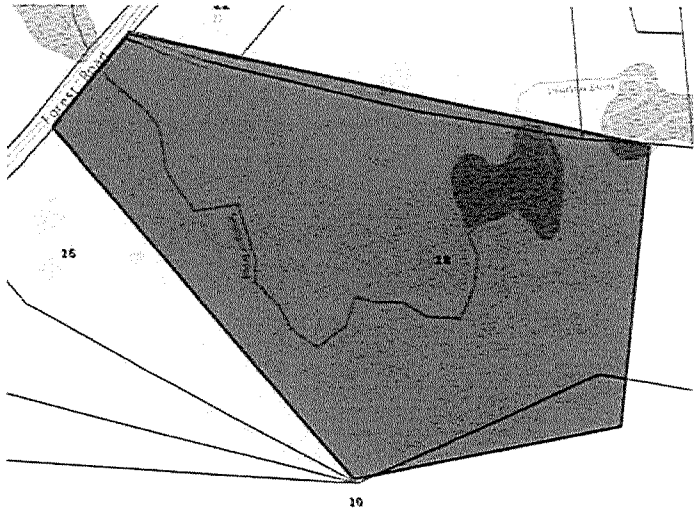
Maps


9
11
15
22
20
38
42
18
16
14
12
10
8
se Lane
4
9
7
Forest Road
5
6
34
1
3
5
7
Scales aprox 550 feet of frontage along
6 and 10.

Red Penniman Drive
Forest Road
Garafalo Drive
Forest Road
School House Lane
Lafayette Road
MASS GIS







USGS and aprox FEMA flood zone.
Between flood area and the likelihood that
Smallpox Brook would be considered a river,
The area to the right could be excluded from
Any development.

Measure
Acres
Measurement Result
11.4 Acres
Forest Road
School House Lane
Lafayette Road
Garufalo Drive
Salisbury Fire Department Headquarters
0 150 300ft
Measure
Feet
Measure
Feet

Na .or Flood Hazard Layer FIRM .te

FEMA

42°51'1.02"N 6, 10, 18 Forest Road, Salisbury, MA

70°52'0.52"W

70°51'23.08"W

42°50'34.64"N

Feet 1:6,000

0 250 500 1,000 1,500 2,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

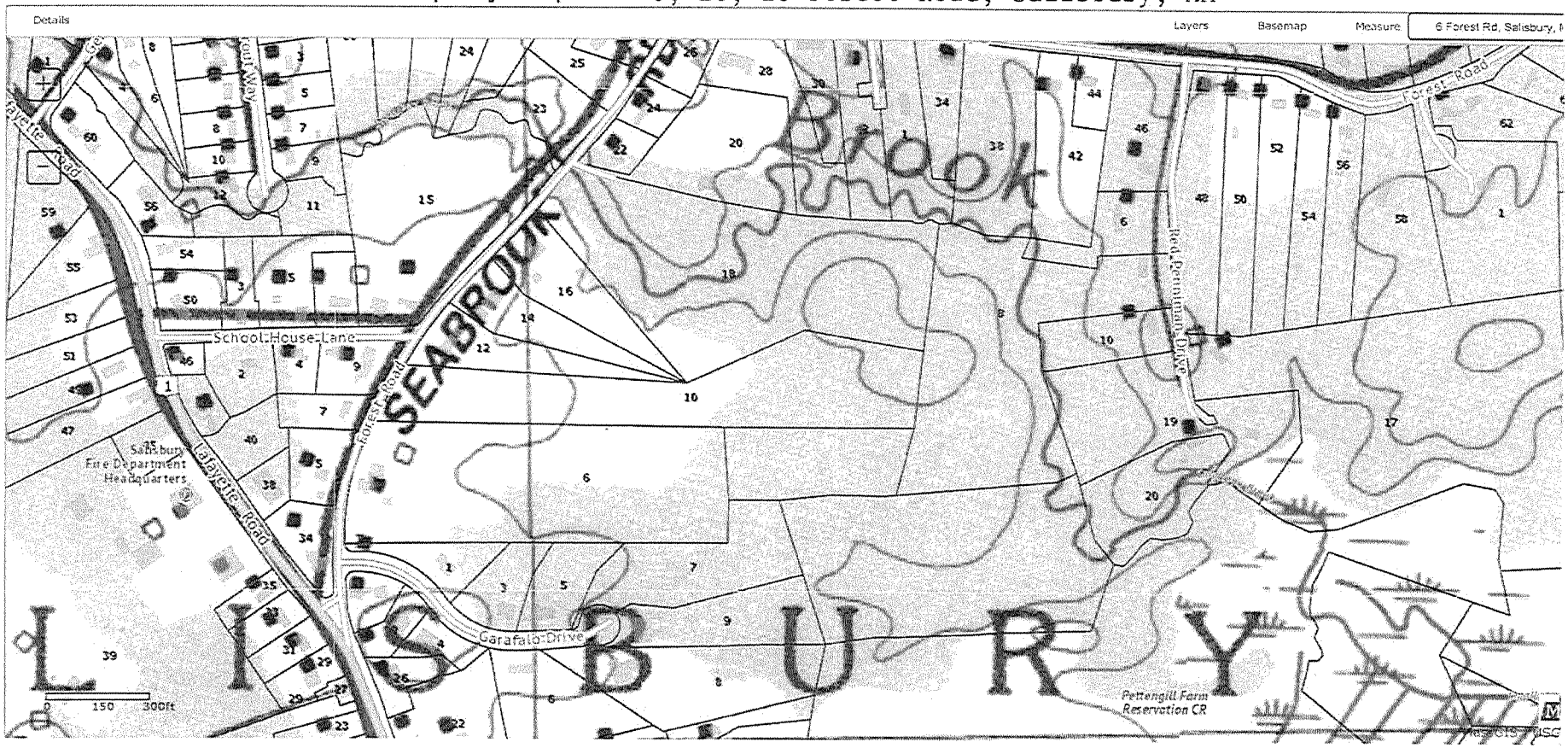
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/3/2019 at 11:13:26 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

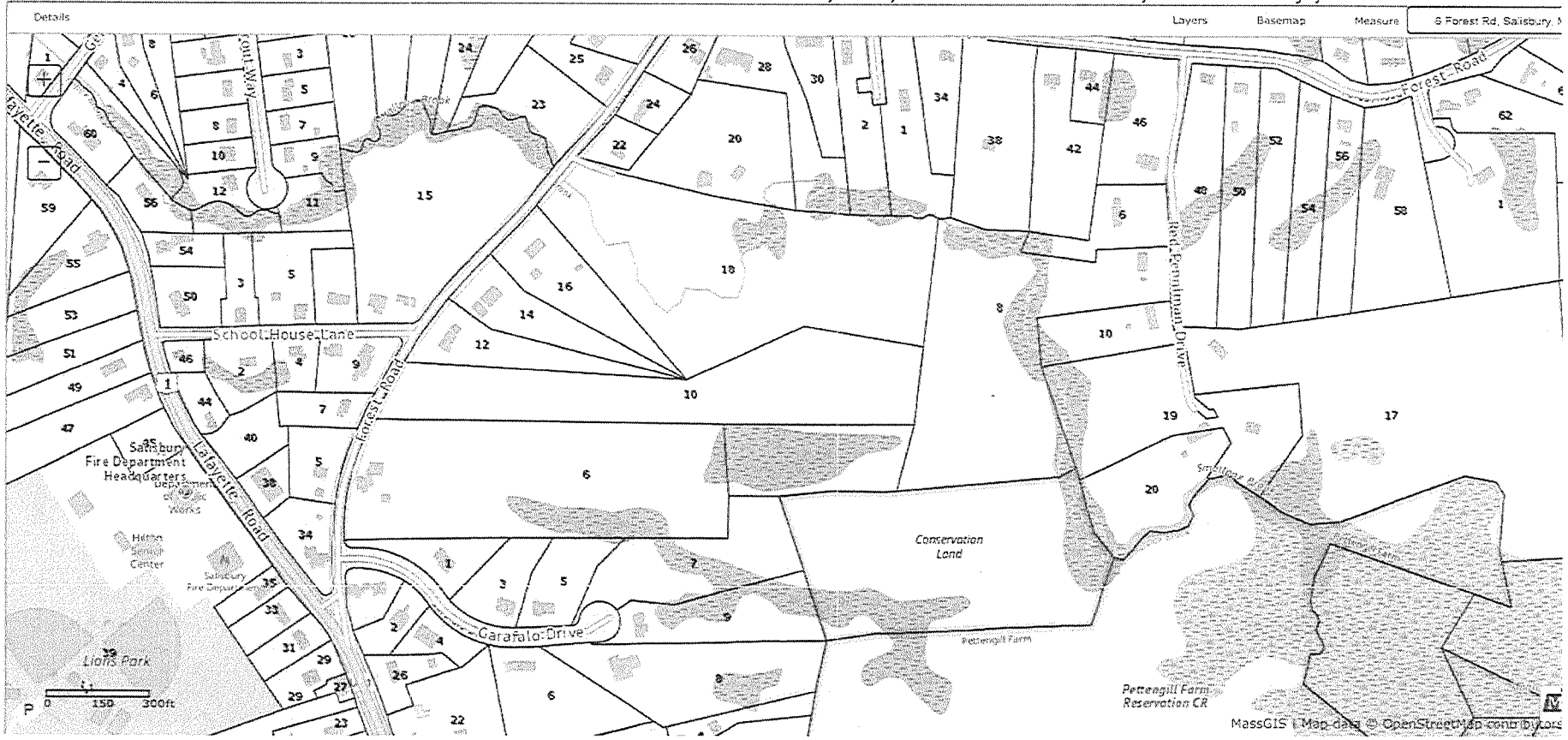
Massachusetts Interactive Property Map

6, 10, 18 Forest Road, Salisbury, MA



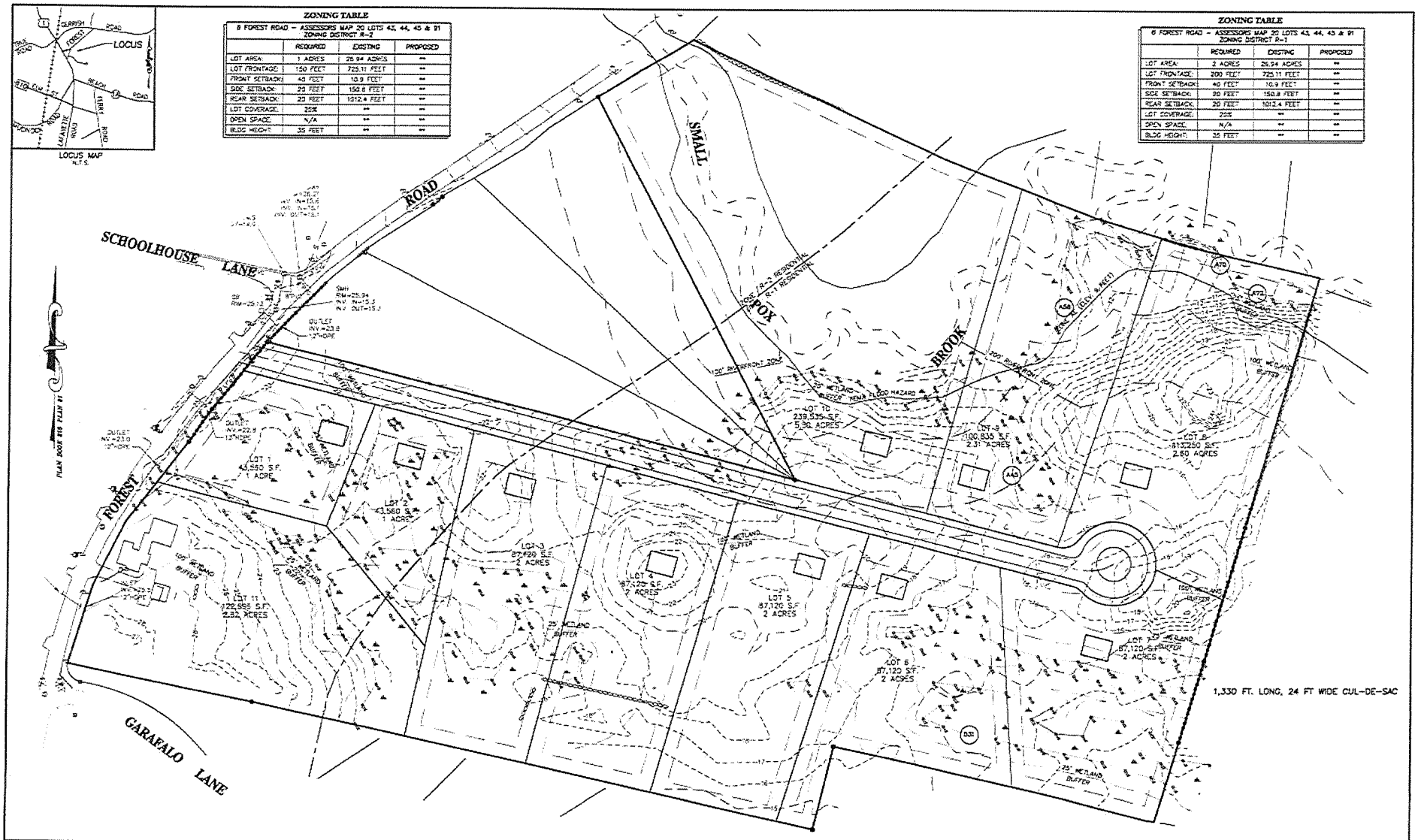
Massachusetts Interactive Property Map

6, 10, 18 Forest Road, Salisbury, MA



Section 2.5

By Right Plan
(Appraisal)



ZONING TABLE

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91
ZONING DISTRICT R-1

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	2 ACRES	26.94 ACRES	**
LOT FRONTAGE:	200 FEET	725.11 FEET	**
FRONT SETBACK:	40 FEET	10.9 FEET	**
SIDE SETBACK:	20 FEET	150.8 FEET	**
REAR SETBACK:	20 FEET	1012.4 FEET	**
LOT COVERAGE:	25%	**	**
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	**

ZONING TABLE

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91
ZONING DISTRICT R-2

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	1 ACRES	26.94 ACRES	**
LOT FRONTAGE:	150 FEET	725.11 FEET	**
FRONT SETBACK:	40 FEET	10.9 FEET	**
SIDE SETBACK:	20 FEET	150.8 FEET	**
REAR SETBACK:	20 FEET	1012.4 FEET	**
LOT COVERAGE:	25%	**	**
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	**

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60'

PREPARED FOR
SPL DEVELOPMENT CORP.
10 NORTHERN BOULEVARD #13
AMHERST, NH 03031

NO.	DATE	DESCRIPTION	BY

MEI
MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-6960
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=60'
DATE: JAN. 2, 2020
CALC. BY: Z.T.J.
CHKD. BY: E.W.B.
PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
PROPOSED SUBDIVISION
AT
6 FOREST ROAD

SITE PLAN
SHEET: 1 OF 1

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

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

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

Name of Proposed Project: Meadowview Condominiums

Project Type *(mark both if applicable)*: New Construction ✓ Rehabilitation _____ Both _____

Total Number of Dwelling Units: 76.00

Total Number of Affordable Units: 19.00

Number of 50% AMI Affordable Units: _____

Number of 80% AMI Affordable Units: 19.00

Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units			17.00	2.00	
Number of Bathrooms			2.00	2.00	
Square Feet/Unit			1,100.00	1,400.00	

Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units			51.00	6.00	
Number of Bathrooms			2.00	2.00	
Square Feet/Unit			1,200.00	1,400.00	

Percentage of Units with 3 or More Bedrooms*: 10.85

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

Number of Handicapped Accessible Units:* _____ Market Rate:* _____ Affordable:* _____ As required by law

Gross Density (units per acre): 3.17

Net Density (units per buildable acre): 4.74

Residential Building Information

Building Type and Style *(single family detached, townhouse, multi-family)*	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Garden Style Duplex Condominiums	Construction	2.00			34.00
Garden Style Fourplex Condominiums	Construction	2.00			2.00

Non-Residential Building Information - N/A

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

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

Yes, the amenties will be the same for both market and affordable units.

Parking

Total Parking Spaces Provided: 257.00

Ratio of Parking Spaces to Housing Units: 3:1

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

Buildings: 6.1%

Parking and Paved Areas: 9.5%

Usable Open Space: 51.0%

Unusable Open Space: 33.4%

Lot Coverage: 15.6%

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No No

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

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

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

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

3.2 Graphic Representations of Project/Preliminary Architectural Plans

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

3.3 Narrative Description of Design Approach

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

3.4 Tabular Zoning Analysis

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

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

Section 3.1

Site Plans

LOCUS MAP
N.T.S.

ZONING TABLE

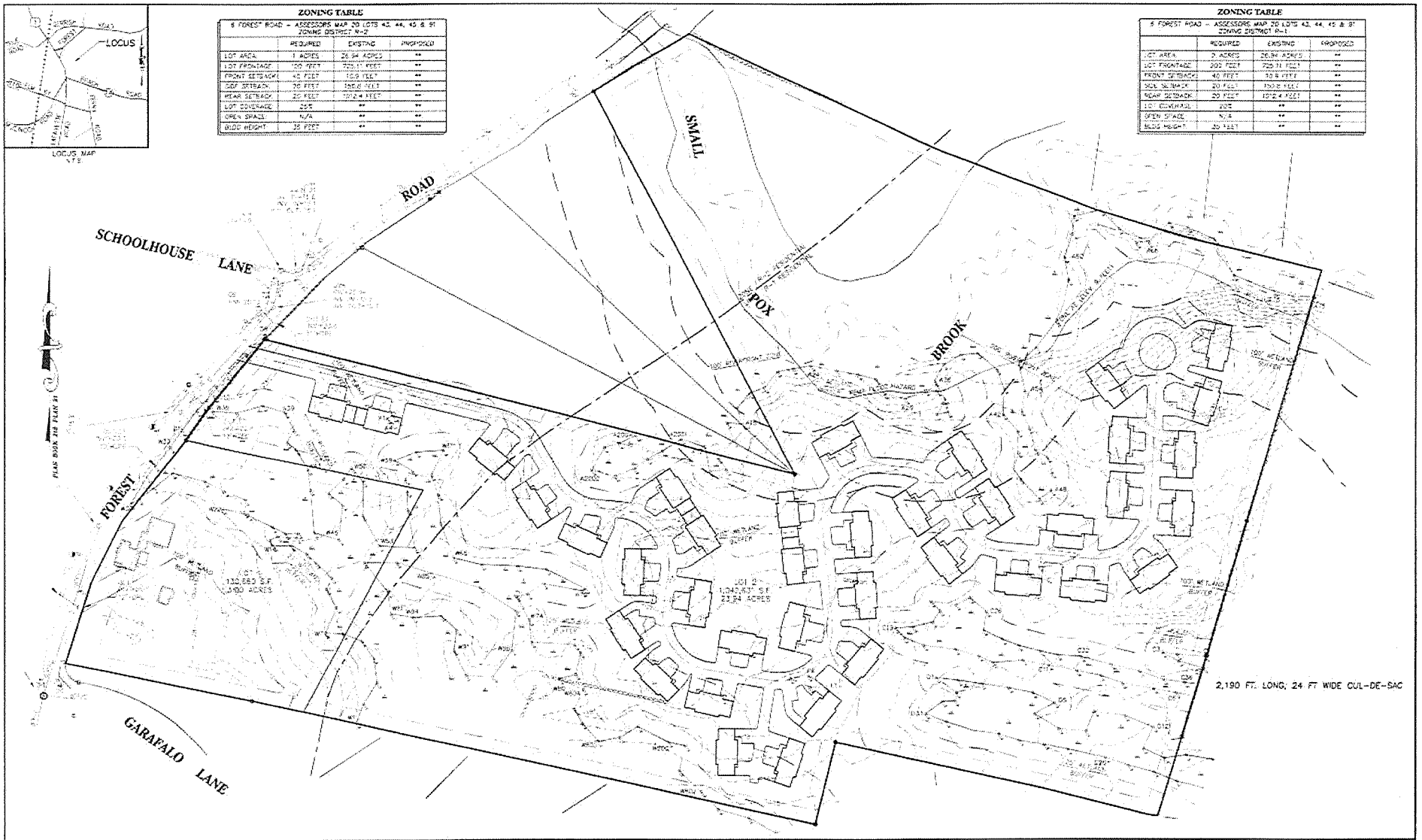
6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91
ZONING DISTRICT R-2

	REQUIRED	EXISTING	PROPOSED
LOT AREA	1 ACRES	26.94 ACRES	**
LOT FRONTAGE	100 FEET	725.11 FEET	**
FRONT SETBACK	40 FEET	10.9 FEET	**
SIDE SETBACK	20 FEET	150.8 FEET	**
REAR SETBACK	20 FEET	1012.4 FEET	**
LOT COVERAGE	25%	**	**
OPEN SPACE	N/A	**	**
BLDG HEIGHT	35 FEET	**	**

ZONING TABLE

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91
ZONING DISTRICT R-1

	REQUIRED	EXISTING	PROPOSED
LOT AREA	2 ACRES	26.94 ACRES	**
LOT FRONTAGE	200 FEET	725.11 FEET	**
FRONT SETBACK	40 FEET	10.9 FEET	**
SIDE SETBACK	20 FEET	150.8 FEET	**
REAR SETBACK	20 FEET	1012.4 FEET	**
LOT COVERAGE	20%	**	**
OPEN SPACE	N/A	**	**
BLDG HEIGHT	35 FEET	**	**



PROGRESS PRINT

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60'

PREPARED FOR:
SPL DEVELOPMENT CORP.
15 NORTHERN BOULEVARD #13
AMHERST, NH 03031

NO	DATE	DESCRIPTION	BY

MEI
MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
87 ELM ST, SALISBURY, MA 01952 (978) 463-6980
13 HAMPTON RD, EXETER, NH 03833 (603) 778-0528

SCALE: 1"=60'
DATE: JAN. 23, 2020
CALC. BY: Z.T.J.
CHKD. BY: E.W.B.
PROJECT: M193659

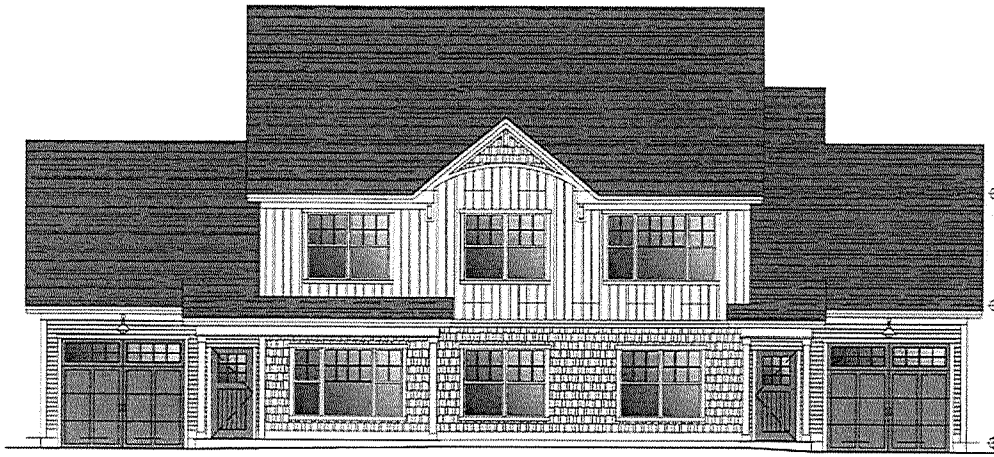
PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD

SITE PLAN

SHEET 1 OF 1

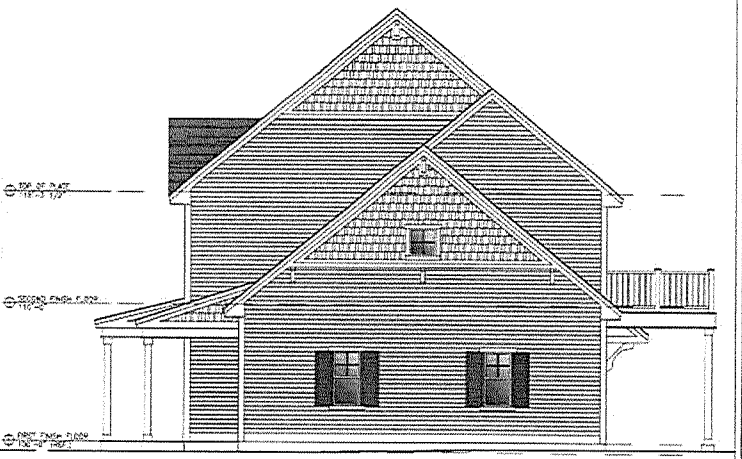
Section 3.2

Floor Plans



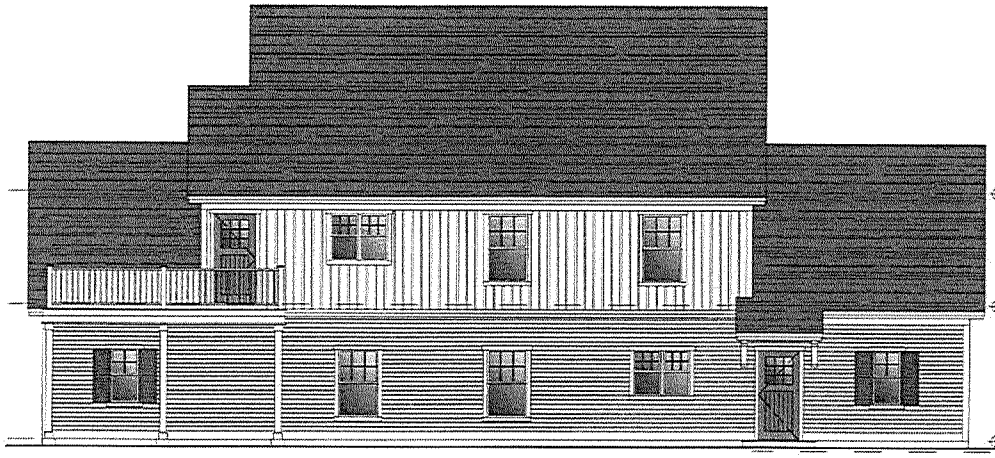
FRONT ELEVATION

SCALE: 1/4"=1'-0"



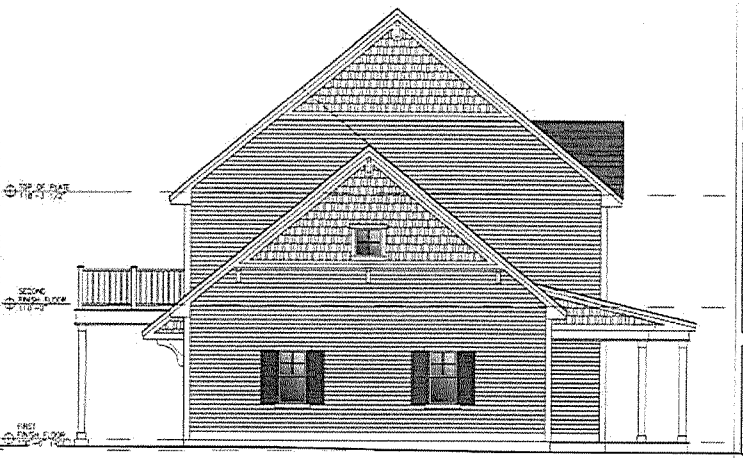
RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"

NO.	REVISIONS	DATE

PROJECT: DUPLEX

SCHEMATIC EXTERIOR ELEVATIONS

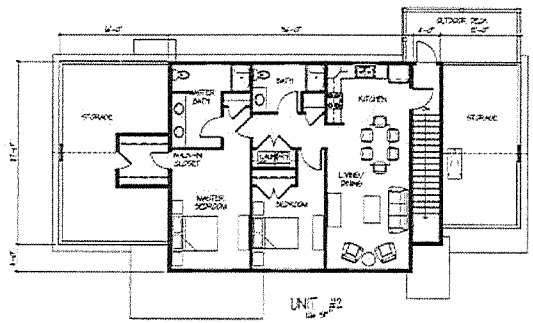
DATE: 05/31/22

SCALE: AS SHOWN

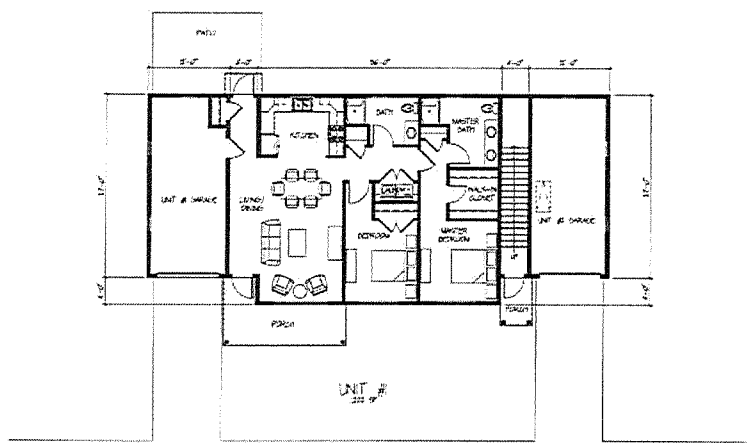
UDELSMAN ASSOCIATES
ARCHITECTURE & PLANNING
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603-465-6869

PROJECT NO: 1936

SHEET NO: A2



SECOND FLOOR PLAN



FIRST FLOOR PLAN

REV. NO.	REVISIONS	DATE

PROJECT: DUPLEX

SUBJECT: SCHEMATIC FLOOR PLANS

DATE: 05/21/20

SCALE: 1/8"=1'-0"

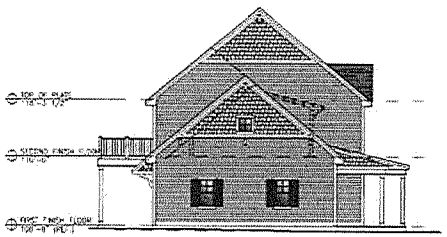
UDELSMAN ASSOCIATES
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603-465-6960

PROJECT NO.: 1938

SHEET NO.: A1

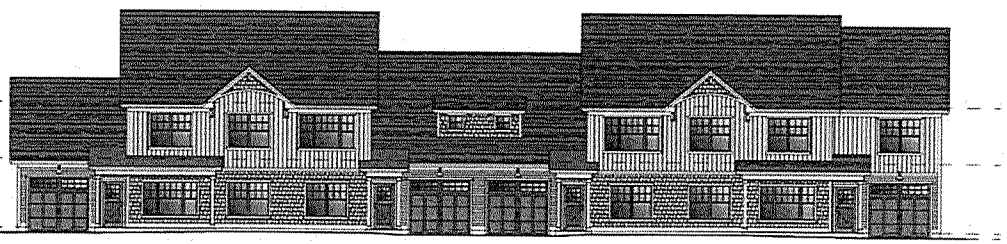
PARTIAL FRONT ELEVATION

SCALE: 1/4"=1'-0"



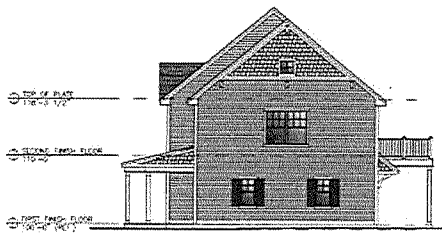
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



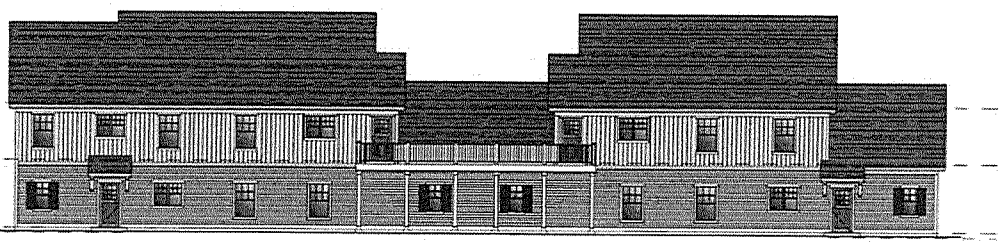
FULL FRONT ELEVATION

SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



FULL REAR ELEVATION

SCALE: 1/8"=1'-0"

NO.	DESCRIPTION	DATE

PROJECT: FOUR-PLEX

SHEET: SCHEMATIC EXTERIOR ELEVATIONS

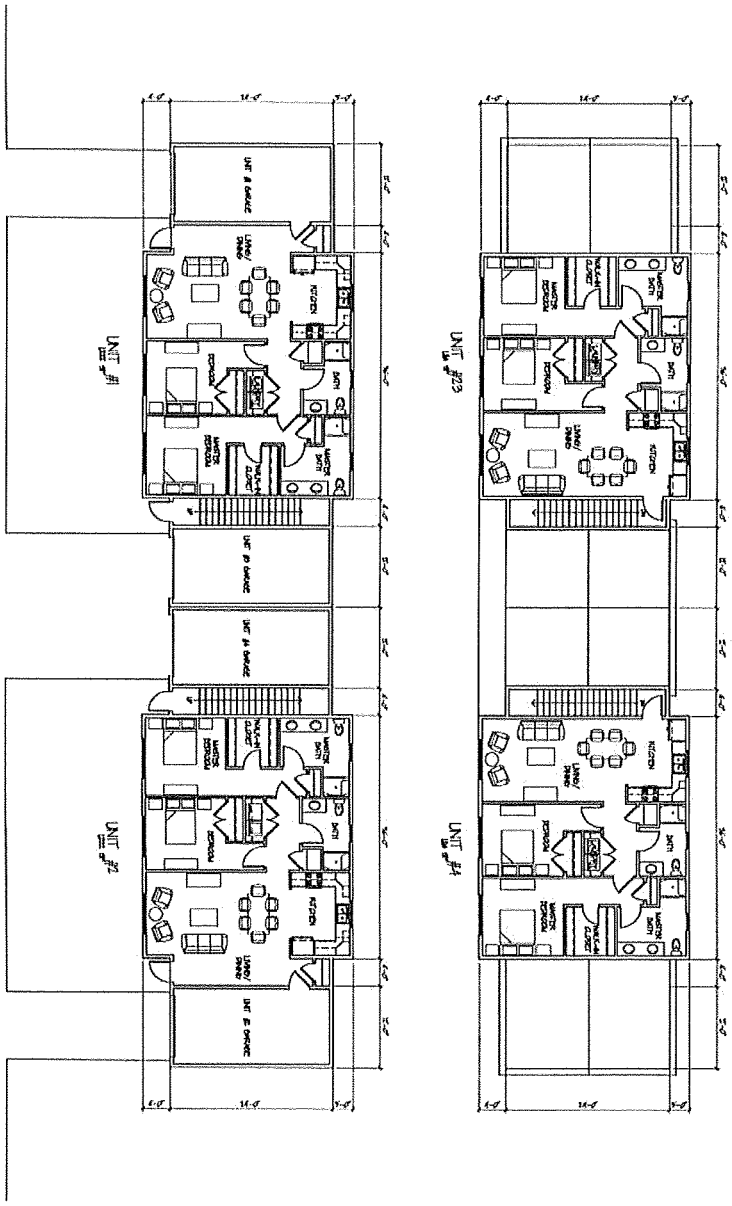
ISSUE: 04/13/20

SCALE: AS SHOWN

UDELSMAN ASSOCIATES
ARCHITECTS AND PLANNERS
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603-465-6060

PROJECT NO.: 1938

SHEET NO.: A2



SHEET NO.: A1

PROJECT NO.: 1938

UDELSMAN ASSOCIATES
ARCHITECTURE • PLANNING • DESIGN
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603-465-1660

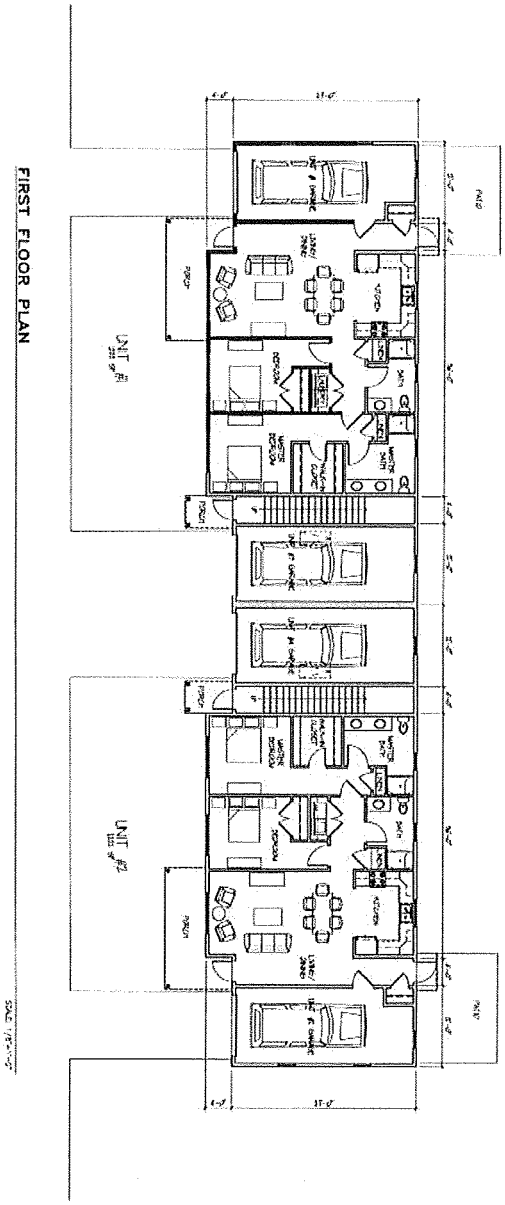
PROJECT: FOUR-PLEX CONCEPT A

SUBJECT: SCHEMATIC FLOOR PLANS

SCALE: 1/8"=1'-0"

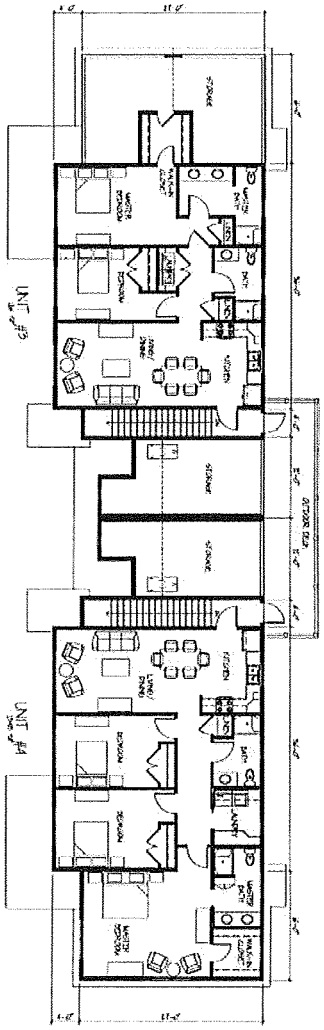
DATE: 09/09/19

REV. NO.	REVISIONS	DATE



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"



SECOND FLOOR PLAN

THREE BEDROOM UNIT AS OCCURS

SCALE: 1/8"=1'-0"

SHEET NO. A1	PROJECT NO. 2020		UDELSMAN ASSOCIATES ARCHITECTURE • PLANNING • DESIGN 161 FEDERAL HILL ROAD HOLLIS, NEW HAMPSHIRE 03049 603-465-6950	PROJECT: FOUR-PLEX	REV NO. REVISIONS DATE
				SUBJECT: SCHEMATIC FLOOR PLANS SCALE 1/8"=1'-0" DATE: 04/13/20	

Section 3.3

Narrative

Site and design narrative for 6 Forest Road, Salisbury, Mass condominium community, Meadowview at Salisbury.

The proposed site consists of an assemblage of four parcels of land on Forest Road in Salisbury Massachusetts. The four properties are six, eight, 10 and 18 Forest Rd. Combined, the total size is approximately 27 acres. The front portion of the site is open meadow with the balance of the rear of the site a woodland setting. The site is served by municipal water, sewer and natural gas is in very close proximity. The site is approximately 800 feet from Lafayette Road and a short walk to the center of Salisbury Village

Considering the size of the land and its walkable proximity to the growing village center of Salisbury, as well as its close access to the towns expanding rail trail system, a medium density development is being proposed. The overall project density is under three units per acre. As an example, the village at Salisbury Square, which was permitted by right under the towns village overlay zoning has approximately six units per acre.

A housing type that does not presently exist within the town is also being proposed for the site, which will be further described in this summary. Primarily for these reasons, we intend to apply to the towns Zoning Board for a Comprehensive Permit under chapter 40B, which will create additional affordable housing units for the town. Acknowledging that the town of Salisbury is currently over it's 10% minimum requirement for affordable housing, we intend to illustrate that this project represents a significant fiscal gain to the town, not only from introducing a new housing unit type, but one that is moderately priced and will be very attractive to the towns elderly and active adult population, thereby being well suited to a "friendly" 40B development.

The town of Salisbury currently lacks smaller more affordable condominium homes. The proposed development consists of garden style units with two bedroom units of approximately 1,160 to 1,250 ft.^{2}. Additionally, eight of the proposed 76 units will be three-bedroom units as required by MassHousing. Detailed additional information is provided in this narrative which further describes the site plan, unit plans, elevations and other critical information. The intended price point of the proposed homes will be starting in the low $300,000

range for the two bedroom unit type. It is very hard to find a new home in Salisbury of approximately 1200 ft.^{2} for this price point.

Finally, information will be provided that clearly illustrates the fiscal advantages to the proposed project. One of the reasons the town of Salisbury is currently over it's required minimum of 10% affordable housing is due to a number of 40 B communities that have been built over the last 15 years. We have undertaken and analysis of the positive fiscal impact these communities have had on the town's property tax revenue collections. The results are overwhelmingly positive from a fiscal standpoint. These communities are as follows :

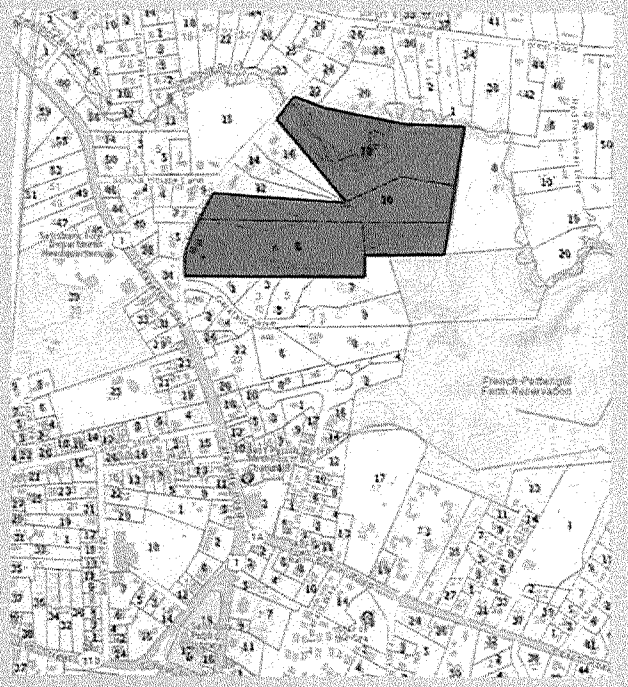
- Windgate at Salisbury
- Northpointe Village
- Salisbury Woods
- Sheffield Village
- Saywer Farm

The revenue collected from these communities in Salisbury that were permitted under Mass Chapter 40B is just under $1 million annually. While the housing type is diverse and badly needed, the more important result is that these communities have provided a substantial source of additional revenue to the town while requiring very little in return. All of these communities maintain their own streets, pay for their own trash removal and have very little impact upon the towns school system.

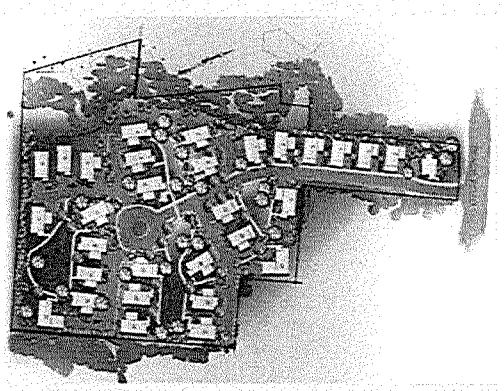
Project overview for a proposed new housing community at 6 Forest Road in Salisbury, Mass.

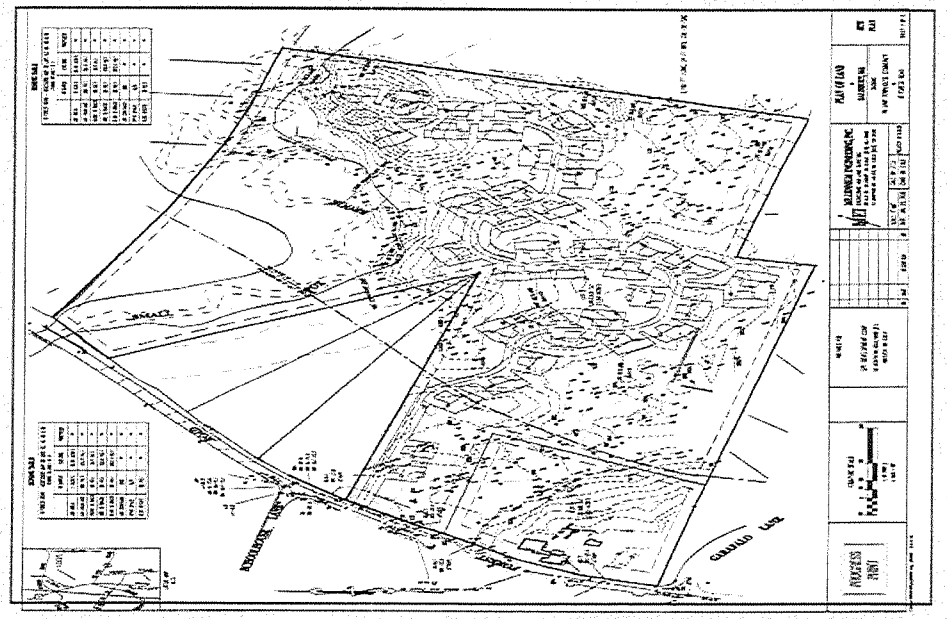
This presentation is intended to offer a summary of a proposed new residential housing development to be located at 6 Forest Rd. in Salisbury Massachusetts. The project consists of an aggregation of four individual tax parcels and comprises approximately 27 acres in total. The land is primarily wooded fronted by an open meadow which will largely remain undeveloped at the front portion of the site.

Considering the size of the land and its walkable proximity to the growing village center of Salisbury, as well as its close access to the towns expanding rail trail system, a medium density development is being proposed. A housing type that does not presently exist within the town is also being proposed for the site, which will be further described in this summary. Primarily for these reasons, we intend to apply to the towns Zoning Board for a Comprehensive Permit under chapter 40B, which will create additional affordable housing units for the town. Acknowledging that the town of Salisbury is currently over it's 10% minimum requirement for affordable housing, we intend to illustrate that this project represents a significant fiscal gain to the town, not only from introducing a new housing unit type, but one that is moderately priced and will be very attractive to the towns elderly and active adult population, thereby being well suited to a "friendly" 40B development.



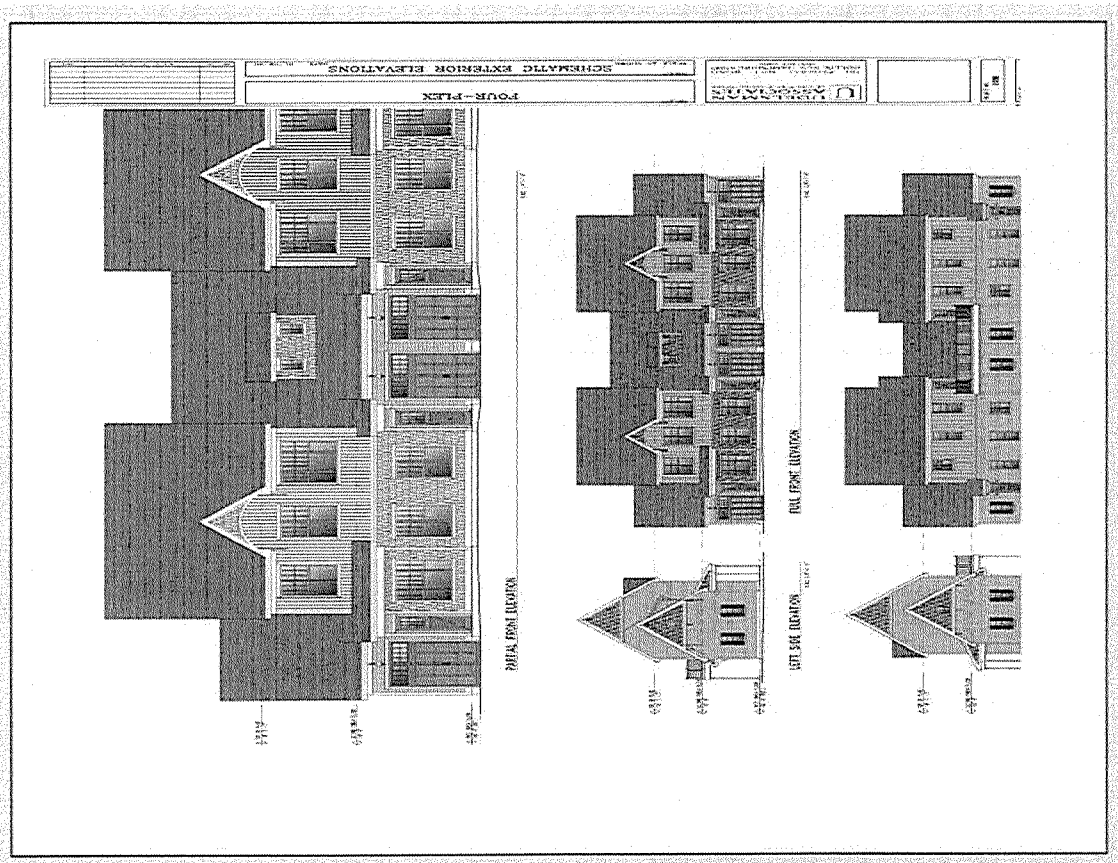
By way of introducing the concept of medium density housing developments, we will use the example of the Village at Salisbury Square (right image), another development completed by the applicant in 2017. This project was approved using the towns Village Overlay Zoning. The site is approximately 6 acres and resulted in a 31 unit development which is approximately five units per acre. In this instance, the development perfectly suited the zoning used as the intent was to introduce medium density housing that is walkable to the village center.





By comparison, the proposed development at 6 Forest Road (left image) is also very much a walkable community given its proximity to the center of town. The proposed site is 27 acres in total size and at the present time, approximately 76 multi family units are proposed, in two unit buildings, which will be described further in the following slides. The resulting density of this proposed community is under 3 units per acre. The buidings can also be built as fourplexes, as shown on the elevations on the next page

The site is served by municipal water, municipal sewer and natural gas.

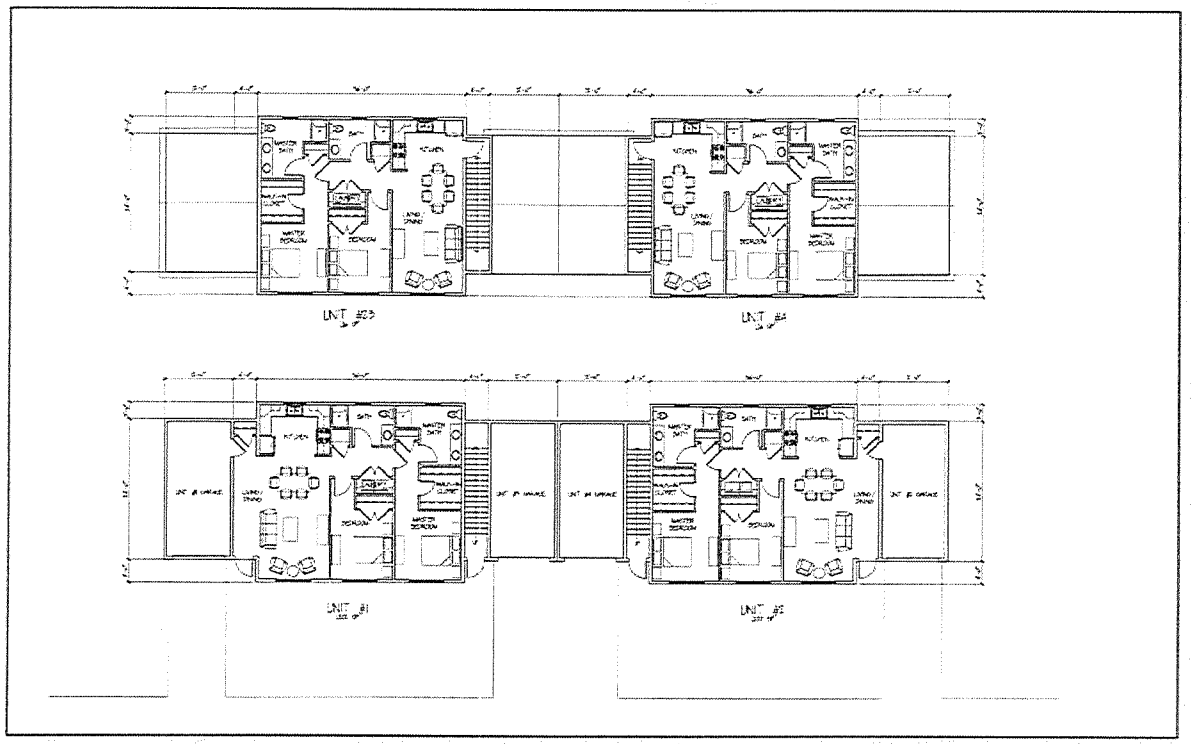


The applicants have built numerous housing developments in the town of Salisbury over the last 20 years. Most of the new construction in Salisbury has not been designed to be attractive to empty-nesters and elderly homeowners who strongly desire single floor living. There are not many such homes and communities in town specifically designed for that buyer.

The design concept for this community is to introduce duplex and possible four plex buildings that would have garden units stacked in two-story buildings. As illustrated on the left, the front elevation is attractive, modestly sized and introduces a one car garage for each unit. Therefore, 50% of all of the units in the proposed development would have single floor access at garage grade consisting of two bedroom units in each condominium. Duplex units would be easily separated from each other at the joined garages.

The anticipated size of the units would be approximately 1100 ft.^{2} with the second floor units and 1200 ft.^{2} with the first floor units. All are two bedroom and two bathroom design. Other than the single stair leading from the garage to the second floor units, all are garden style without any interior stairs. The resulting floorplan actually feels appreciably larger because there is not an interior stair and hallway.

The proposed exterior finishes would include various textures and colors with vinyl siding for low maintenance living.



The proposed floorplans are illustrated to the left. The image shown is that of a four Plex building. There are garages located on each gable end so that each individual unit owner has a one car garage. Those units that are accessible at grade would have an entry from the garage directly into the home. Those second floor units would have a stair from the garage to the entry on the second floor.

All homes proposed would have two bedrooms and two bathrooms and a large living and dining area adjacent to the kitchen.

Size and site density considerations...

The size of the unit is important when considering the overall density of the development. These are very modestly sized units. Unlike the majority of homes being built today, which are approximately 2,000 to 2,500 ft.^{2}, each duplex building (containing two units in each building) would be approximately 2300 ft.^{2}. A four plex building would be approximately 4600 ft.^{2} in the entire structure. So it is important to consider overall unit sizes when factoring in density.

At the present time, approximately 19 of the proposed 76 units would be marketed as affordable, selling at proximately $190,000 per unit.

We anticipate entry-level market pricing in the mid-$300,000 range.

Project timeline and intended schedule of the application and approval process.

The applicant intends to present the proposed project to the Board of Selectpersons to respectfully request their support for the project. This is not intended to be a local initiative project (LIP) and we therefore will not seek the official approval of the board. We will also prepare the necessary application to MassHousing, who will also approach the town of Salisbury for comments prior to issuing a project approval letter. Upon receiving a project approval letter from MassHousing, we would then file the required applications with the Salisbury Zoning Board and Salisbury Conservation Commission.

Among the positive aspects of the proposed projects are the following:

- The introduction of modestly sized, moderately priced condominium homes, 50% of which would be desirable to elderly and empty-nesters within the town. Each home would have a one car garage.
- It is expected that the project would have a total market value of approximately $23,000,000, representing additional tax revenue to the town of Salisbury of almost $300,000 annually. A two bedroom condominium community would have negligible fiscal impact on the town. Therefore the project would have a significant positive fiscal impact on the towns tax base, while adding a desirable additional housing type.
- The proposed project would introduce approximately 19 new affordable homes which would apply to the towns affordable housing inventory. This is important when considering the fact that a number of new, large housing developments and the 2020 census could have a negative impact on the current affordable housing inventory.
- Recognizing that this location introduces another walkable community to the center of town, the applicant would be willing to construct a new sidewalk from the site entrance to Lafayette Road where a new sidewalk will be constructed along with the scheduled sewer improvements. This represents an investment of approximately $100,000.
- The proposed project will generate over $500,000 in water and sewer connection fees. When considering the small size of these units and that each home has only two bedrooms each, this is a significant contribution to the town compared to its actual utility impact.
- The applicant will further explore potential opportunities to expand access to the communities ever growing rail trails.
- The project would introduce additional walkable traffic to the village center which would hopefully encourage further retail development. Given the proximity to the center of town, the proposed density is very much in keeping with the density provisions allowed in both the village center and Village overlay zoning.

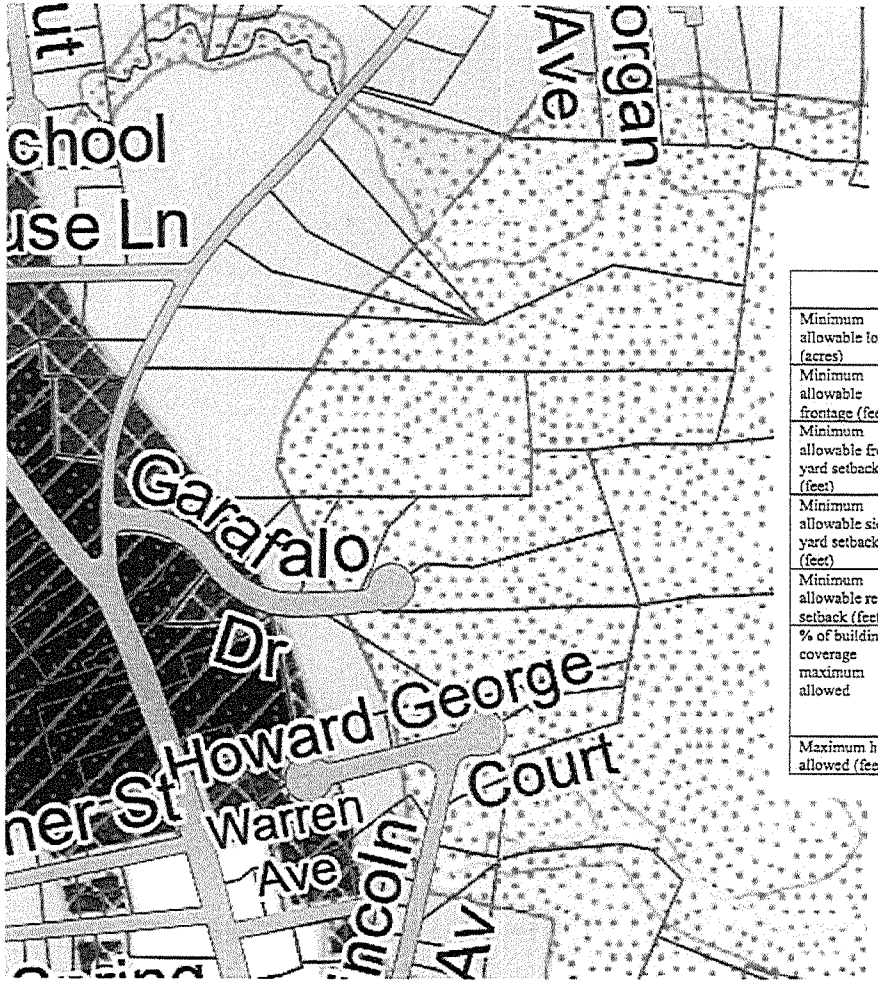
Section 3.4

Tabular Zoning Analysis

ZONING TABLE

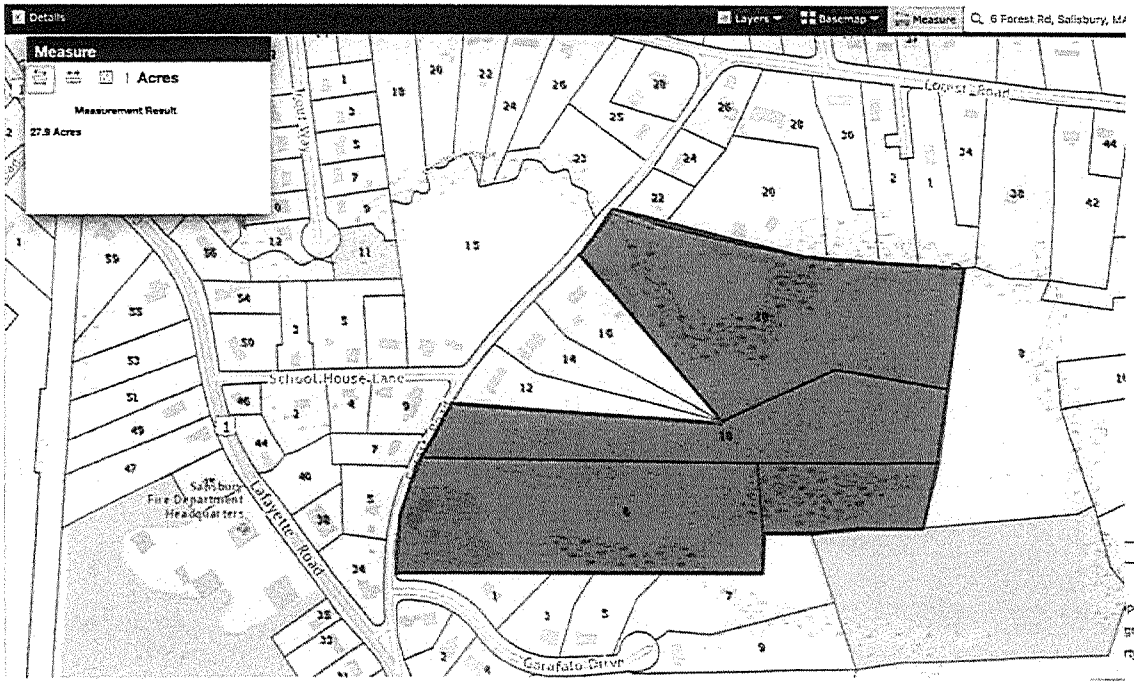
6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91 ZONING DISTRICT R-1			
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	2 ACRES	26.94 ACRES	26.94 ACRES
LOT FRONTAGE:	200 FEET	725.11 FEET	725.11 FEET
FRONT SETBACK:	40 FEET	10.9 FEET	105.8 FT
SIDE SETBACK:	20 FEET	150.8 FEET	24.7 FT
REAR SETBACK:	20 FEET	1012.4 FEET	65.7 FT
LOT COVERAGE:	20% MAX	**	15.6%
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	< 35 FEET

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91 ZONING DISTRICT R-2			
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	1 ACRES	26.94 ACRES	26.94 ACRES
LOT FRONTAGE:	150 FEET	725.11 FEET	725.11 FEET
FRONT SETBACK:	40 FEET	10.9 FEET	105.8 FT
SIDE SETBACK:	20 FEET	150.8 FEET	24.7 FT
REAR SETBACK:	20 FEET	1012.4 FEET	65.7 FT
LOT COVERAGE:	25% MAX	**	15.6%
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	< 35 FEET



Dimension Control Table
[Amended 5-17-1999 ATM by Art. 14; 10-25-1999 ATM by Art 8; 5-16-2005 ATM by Art. 11; 10-23-2006 ATM by Art. 5; 5-18-2009 ATM by Art. 13]

	R1	R2	R3	BC Com	BC Res	C	C2	C3	C4	L1	VC
Minimum allowable lot size (acres)	2	1	1/4	—	—	1/2	1	2 1/2	1	1	1/3
Minimum allowable frontage (feet)	200	150	40	—	—	100	150	150	150	150	75
Minimum allowable front yard setback (feet)	40	40	20	—	5	50	40	30	40	50	5
Minimum allowable side yard setback (feet)	20	20	10	*	**	Com/Com 20 / Com/Res 30	Com/Com / Com/Res 30	Com/Com 25 / Com/Res 25	Com/Com 20 / Com/Res 30	Com/Com 25 / Com/Res 100	15
Minimum allowable rear setback (feet)	20	20	10	—	**	20	20	40	20	20	15
% of building lot coverage maximum allowed	20	25	60	100***	90	25	25	40	40	40	Vertical mixed-use: 35 Horizontal mixed-use: 45
Maximum height allowed (feet)	35	35	35	35	35	35	35	35	35	40	35



6 FOREST RD
SALISBURY 01952

Owner: **CONDON FREEMAN J**
Owner Address:
6 FOREST RD
SALISBURY, MA 01952

Building Value:	$252,900
Land Value:	$216,600
Other Value:	$17,900
Total Value:	**$487,400**

Assessment data from FY 2019

Lot Size:	8.55 Acres
Last Sale Price:	$1
Last Sale Date:	20032307
Use Code:	1010
Year Built:	1810

Zoom to

18 FOREST RD
SALISBURY 01952

Owner: **CONDON FREEMAN J**
Owner Address:
6 FOREST RD
SALISBURY, MA 01952

Building Value:	$0
Land Value:	$9,100
Other Value:	$0
Total Value:	**$9,100**

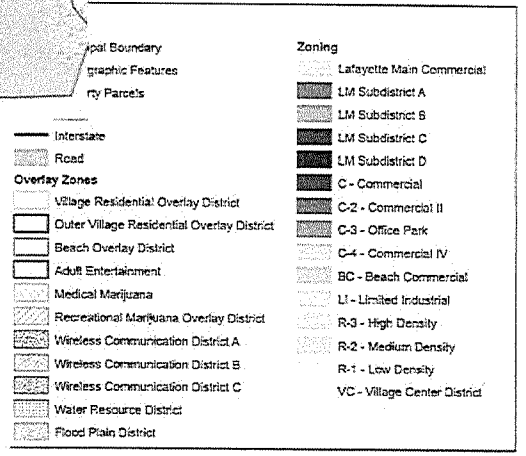
Assessment data from FY 2019

Lot Size:	9.12 Acres
Last Sale Price:	$1
Last Sale Date:	20032307
Use Code:	1320
Year Built:	

Zoom to

R-2 - Medium Density

R-1 - Low Density



10 FOREST RD
SALISBURY 01952

Owner: **CONDON FREEMAN J**
Owner Address:
6 FOREST RD
SALISBURY, MA 01952

Building Value:	$0
Land Value:	$157,700
Other Value:	$0
Total Value:	**$157,700**

Assessment data from FY 2019

Lot Size:	6.18 Acres
Last Sale Price:	$1
Last Sale Date:	20032307
Use Code:	1300
Year Built:	

Zoom to

Section 3.5

Sustainable Development Principles Form

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: Meadowview Condominiums
Project Number: _____
Program Name: _____
Date: _____

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

DEVELOPER SELF-ASSESSMENT N/A
(for consitency with the Sustainable Development Principles)

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

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

Explanation (Required)
N/A

Optional - Demonstration of Municipal Support: N/A

	Check "X" below if applicable
- Letter of Support from the Chief Elected Official of the municipality*	☐
- Housing development involves municipal funding	☐
- Housing development involves land owned or donated by the municipality	☐

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

Explanation **(Required)**
N/A

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

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

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

(1) Concentrate Development and Mix Uses

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

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

Explanation **(Required)**

The proposed Project is at higher density than the surrounding areas and uses townhouse style type units in clusters to promote a "village" concept. The Project will be laid out with a compact design which will promote the conservation of the remainder of the development site. The Project will also promote pedestrian access by creating safe pedestrian access throughout the development and access to open space area.

(2) Advance Equity & Make Efficient Decisions

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

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

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

Explanation **(Required)**

The Project creates affordable housing in Salisbury and will help Salisbury stay above 10% affordable housing threshold in their community. The Project will also expand the tax base.

(3) Protect Land and Ecosystems

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

Check "X" below if applicable

- Creation or preservation of open space or passive recreational facilities ☒
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands ☒
- Environmental remediation or clean up ☐
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) ☐
- Eliminates or reduces neighborhood blight ☐
- Addresses public health and safety risk ☐
- Cultural or Historic landscape/existing neighborhood enhancement ☐
- Other (discuss below) ☒

Explanation **(Required)**

The proposed Project will be protective of the environmentally sensitive areas and will provide buffer areas for wildlife. The development will also promote the use of Open Space by clustering development and creating open space and by providing safe pedestrian access throughout the site and to access the open space area.

(4) Use Natural Resources Wisely

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

Check "X" below *if applicable*

- Uses alternative technologies for water and/or wastewater treatment ☐
- Uses low impact development (LID) or other innovative techniques ☐
- Other (discuss below)

Explanation **(Required)**

The Project will also use recycled materials where possible in the construction such as plywood, vinyl siding and deck material, insulation, flooring and cabinets. Construction waste shall be recycled as much as possible and forwarded to a local recycling processing center for further breakdown and distribution.

(5) Expand Housing Opportunities

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

Check "X" below if applicable

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

Explanation **(Required)**

The Project is designed with smaller townhouse style units. The Project will also increase the supply of affordable units in the area and help the Town of Salisbury add units to their subsidized housing inventory. The affordable units will be held as affordable in perpetuity which expands the term of affordability. The units are also located near transit.

(6) Provide Transportation Choice

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

Check "X" below if applicable

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

Explanation **(Required)**

The site is walkable, less than a half mile to local bus stop.

(7) Increase Job and Business Opportunities

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

Check "X" below if applicable

- Permanent jobs	☒
- Permanent jobs for low- or moderate-income persons	☒
- Jobs near housing, service or transit	☒
- Housing near an employment center	☐
- Expand access to education, training or entrepreneurial opportunities	☐
- Support local businesses	☒
- Support natural resource-based businesses (i.e., farming, forestry or aquaculture	☐
- Re-uses or recycles materials from a local or regional industry's waste stream	☒
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials	☒
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products	☐
- Other (discuss below)	☒

Explanation **(Required)**

The proposed Project will require permanent maintenance and repair including snow removal, lawn care, landscape maintenance and building maintenance which will create local jobs and/or an increase need for established local businesses. New Jobs will also be located near transit opportunities.

(8) Promote Clean Energy

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

Check "X" below if applicable

- Energy Star or equivalent* ☒
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources ☐
- Other (discuss below) ☒

*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation **(Required)**

As stated above, the proposed Project will be built with engery star compliant or equivalent appliances. The Project will also use recycled materials where possible in the construction such as plywood, vinyl siding and deck material, insulation, flooring and cabinets Construction waste shall be recycled as much as possible and forwarded to a local recycling processing center for further breakdown and distribution.

(9) Plan Regionally

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

Check "X" below if applicable

- Consistent with a municipally supported regional plan ☐
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing ☒
- Measurable public benefit beyond the applicant community ☐
- Other (discuss below) ☐

Explanation **(Required)**

The Project as proposed will help address the above referenced barrier by creating more equal and affordable housing opportunities within Massachusetts by promoting smart growth within the state. The variety of 2 and 3-bedroom units will also provide a neighborhood with a range of families and empty nesters.

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

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

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

Name of Proposed Project: Meadowview Condominiums

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

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

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

Grantor/Seller: Freeman J. Condon, III, Trustee of the Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of the Maureen F. Condon Revocable Trust

Grantee/Buyer: Steven Paquette and David Russell

Grantee/Buyer is (check one):

Applicant ✓ Development Entity _____ Managing General Partner of Development Entity _____
General Partner of Development Entity _____ Other *(explain)* _____

Are the Parties Related? No

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): _____

Purchase Price: _____

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: October 22, 2019

Expiration Date: October 1, 2020

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: $800,000.00

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes _____ No ✓

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant _____

Under Purchase and Sale Agreement _____

Under Option Agreement _____

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

Grantor/Seller: Freeman J. Condon, III, Trustee of Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of Maureen F. Condon Revocable Trust

Grantee/Buyer: Steven Paquette and David Russell

Are the Parties Related? No

For Easements

Date(s) of Easement(s): _____

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control *(required)*

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

Section 4.1

Evidence of Site Control

STANDARD LAND
PURCHASE AND SALE AGREEMENT
(With Contingencies)

The parties make this Agreement this 2nd day of October, 2019 (the "Effective Date"). This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** Freeman J. Condon, III, Trustee of the Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of the Maureen F. Condon Revocable Trust, both of 6 Forest Road, Salisbury, MA 01952, the "SELLER," agrees to sell and Steven Paquette and David Russell, with an address of the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description of Premises.** The premises (the "Premises") consist of the land containing approximately 28 acres, more or less, being shown on the Salisbury Assessor's Map 20 as Parcel 43 (6.180 acres), Parcel 44 (8.549 acres), Parcel 45 (2.56 acres) and Parcel 91 (9.120 acres). The SELLER'S land is further described in deeds recorded in the Essex South District Registry of Deeds in Book 21338, Page 324 and in Book 21338, Page 332. There shall be excepted from the Premises the SELLER'S existing home which will be situated on a lot fronting on Forest Road which SELLER shall retain ownership of and which shall conform in all respects to the zoning requirements of the Town of Salisbury, Massachusetts. The SELLER'S obligations hereunder are specifically contingent upon the SELLER'S satisfaction and approval of said lot to be retained by the SELLER including, but not limited to, its location and configuration. SELLER'S obligations are further contingent upon said lot being shown on an approved subdivision plan recorded at the Essex South District Registry of Deeds and being free of any and all restrictions or conditions which may be placed upon the subdivision or the BUYER by the Salisbury Planning Board, the Salisbury Conservation Commission and/or the Massachusetts Department of Environmental Protection, the Salisbury Zoning Board of Appeals or the Salisbury Board of Selectmen.

3. **Purchase Price.** The purchase price for the Premises is Eight Hundred Thousand ($800,000.00) dollars (subject to being increased as provided hereinafter) of which

$ 1,000.00	were paid as a deposit with the Letter of Intent to Purchase; and
$ 9,000.00	are paid with this Agreement; and
$ 790,000.00	are to be paid at the time for performance by bank, cashier's or certified check or by wire.
$ 800,000.00	Total

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Notwithstanding the foregoing, in the event that the BUYER obtains approval for more than 40 units, the BUYER agrees to pay to the SELLER an additional Ten Thousand ($10,000.00) dollars for each additional approved unit up to a maximum of 50 units and to pay an additional Five Thousand ($5,000.00) for each additional approved unit in excess of 50.

4. **Escrow**. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Healey, Deshaies, Gagliardi & Woelfel, PC, as attorney for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. In the event that an action of interpleader is brought by the escrow agent to resolve any dispute with respect to the disposition of said deposit, the escrow agent shall be entitled to reimbursement for escrow agent's reasonable costs and expenses in bringing such action including a reasonable fee for preparing and filing said action and for the time spent in court or otherwise in connection therewith. The BUYER understands that the escrow agent represents the SELLER and agrees that in the event of a dispute in connection with the deposit or any other matter arising under or in connection with this agreement, that the escrow agent may continue to represent the SELLER notwithstanding the fact that it is acting as escrow agent.

5. **Time for Performance**. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 o'clock a. m. on the 30th day following the date upon which all applicable appeal periods in connection with all necessary permits and approvals have expired with no appeals having been filed or October 1, 2020, whichever date shall first occur. The Closing shall take place at the Essex South District Registry of Deeds or at such other time and place as is mutually agreed. If the BUYER has not obtained all necessary permits and approvals prior to October 1, 2020, despite its good faith efforts, the Buyer, at its option, shall have the right to extend the time for performance for an additional period of one hundred eighty (180) days upon the payment to the SELLER of $10,000.00 which shall be non-refundable if the BUYER does not purchase the Premises for any reason but shall be applicable to the purchase price at closing.

TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT.

Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

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6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

(a) Real estate taxes assessed on the Premises which are not yet due and payable;
(b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
(c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
(d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for single family homes.
(e) Utility easements in the adjoining ways; and
(f) Matters that would be disclosed by an accurate survey of the Premises.

If the deed refers to a plan needed to be recorded with it, at the time for performance the BUYER shall deliver the plan in proper form for recording or registration.

BUYER shall notify SELLER of any objections to title within 3 months of the Effective Date. If BUYER fails to notify SELLER of any objections to title by that date, the BUYER shall be deemed to have accepted the title as of that date and to have waived any right to object to the status of the title prior to that date.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices.

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9. **Possession and Condition of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

10. **Extension of Time for Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of Two Thousand ($2,000.00) dollars to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

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13. **Acknowledgment of Fee Due Broker**. The SELLER and BUYER acknowledge that a fee for professional services of (%) of the Purchase Price shall be paid by the SELLER to Dennis Cargill of Normandy Real Estate, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of this Agreement shall control unless SELLER has expressly agreed to a change in writing. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

14. **Buyer's Default**. If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing**. INTENTIONALLY OMITTED

16. **Due Diligence**. The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within ninety (90) days after the date of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

BUYER shall have access to the Premises at reasonable times and upon reasonable notice to SELLER or SELLER'S agent. If BUYER or any of BUYER's designees, including but not limited to perspective engineers, architects, contractors, etc., enter the Premises at any time, BUYER shall indemnify SELLER and hold SELLER harmless from and against any loss, cost, damage or expense arising from said entry onto the Premises by BUYER or BUYER'S designee, unless same was a result of the gross negligence of the SELLER. BUYER further agrees to return the Premises to the same condition it was in prior to entry onto the Premises by the BUYER and/or its engineers, architects, contractors, etc..

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In the event BUYER fails to purchase the Property for any reason other than SELLER'S default, then, (a) all information obtained by BUYER from SELLER shall be returned to SELLER and (b) BUYER shall deliver to SELLER copies of all survey plans, engineering reports, soil boring and other test results, and related materials which were received by BUYER from its consultants, engineers, architects and surveyors, which are in BUYER's possession and which relate to the Property, within five (5) business days after the termination of this Agreement, so long as BUYER is not prohibited to do so by the party generating the reports and materials or under applicable law. BUYER agrees to request from its consultants, at the time BUYER engages them to generate the reports, consent for the BUYER to provide copies of reports to the SELLER pursuant to this Section.

17. **Warranties And Representations**. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement.

18. **Notices**. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested, or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in Paragraph 1 of this Agreement or e-mailed to the e-mail address set forth in Paragraph 1 of this Agreement, if any. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

Copies of all notices required or permitted to be given to the SELLER hereunder shall also be given to:

Paul J. Gagliardi, Esquire
Healey, Deshaies, Gagliardi & Woelfel, PC
24 Market Street
Amesbury, MA 01913
paul@hdgpc.com

19. **Counterparts/Electronic Delivery/Construction of Agreement**. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each

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of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties.

20. **Permits/Approvals.** It is the intent of the BUYER to apply to the Town of Salisbury for a LIP (Local Initiative Project) Massachusetts Chapter 40B affordable housing development. This will also require the approval of the Salisbury Board of Selectmen. BUYER will also be required to secure an Order of Conditions from the Salisbury Conservation Commission. The performance of this agreement will be subject to the receipt of all required permits necessary to obtain building permits for the proposed project. BUYER agrees to pursue all permits required to purchase the Premises in a timely manner.

21 **Title/Practice Standards.** Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be governed by said title standard to the extent applicable. Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent applicable.

22. **Additional Provisions.**

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

10/23/19
BUYER Date

Freeman J Condon 10/22/19
SELLER Date

BUYER Date

MF Condon 10/22/19
SELLER Date

BUYER'S Initials BUYER'S Initials

SELLER'S Initials SELLER'S Initials

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

_____

Date:_____

F:\PJG\5450_19-0488P&S.wpd

BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials

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

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

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

Name of Proposed Project: Meadowview Condominiums

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

Sales / Revenue

Market	19,503,000.00
Affordable	3,631,000.00
Related Party	0.00
Other Income	0.00
Total Sales/Revenue	23,134,000.00

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value *(to be determined by MassHousing commissioned appraisal)* plus reasonable carrying costs.	790,000

Costs

Item	Budgeted
Acquisition Cost	
Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	790,000.00
Subtotal Acquisition Costs	790,000.00
Construction Costs-Residential Construction (Hard Costs)	
Building Structure Costs	11,843,000.00
Hard Cost Contingency	592,150.00
Subtotal – Residential Construction (Hard Costs)	12,435,150.00

Costs

Item	Budgeted
Construction Costs-Site Work (Hard Costs)	
Earth Work	0.00
Utilities: On Site	610,000.00
Utilities: Off-Site	0.00
Roads and Walks	2,100,000.00
Site Improvement	700,000.00
Lawns and Planting	250,000.00
Geotechnical Condition	0.00
Environmental Remediation	0.00
Demolition	0.00
Unusual Site Conditions/Other Site Work	0.00
Subtotal -Site Work (Hard Costs)	3,660,000.00
Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	100,000.00
Builder's Overhead	100,000.00
Builder's Profit	0.00
Subtotal - General Conditions Builder's Overhead and Profit (Hard Costs)	200,000.00
General Development Costs (Soft Costs)	
Appraisal and Marketing Study *(not 40B "as is" appraisal)*	5,000.00
Lottery	7,500.00
Commissions/Advertising-Affordable	0.00
Commissions/Advertising-Market	975,150.00
Model Unit	30,000.00
Closing Costs *(unit sales)*	200,000.00
Real Estate Taxes *(during construction)*	50,000.00
Utility Usage *(during construction)*	30,000.00
Insurance *(during construction)*	25,000.00
Security *(during construction)*	0.00
Inspecting Engineer	0.00
Fees to Others	10,000.00
Construction Loan Interest	500,000.00
Fees to Construction Lender	50,000.00
Architectural	40,000.00
Engineering	110,000.00
Survey, Permits, Etc.	100,000.00
Clerk of the Works	
Construction Manager	90,000.00

Item	Budgeted
General Development Costs (Soft Costs) - *Continued*	
Bond Premiums *(Payment/Performance/Lien Bond)*	0.00
Legal	75,000.00
Title *(including title insurance)* and Recording	0.00
Accounting and Cost Certification *(incl. 40B)*	36,000.00
Relocation	0.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	6,300.00
40B Land Appraisal Cost *(as-is value)*	5,000.00
40B Final Approval Processing Fee	5,000.00
40B Subsidizing Agency Cost Certification Examination Fee	5,000.00
40B Monitoring Agent Fees	2,500.00
40B Surety Fees	0.00
Other Financing Fees	0.00
Development Consultant	0.00
Other Consultants *(describe)*	0.00
Other Consultants *(describe)*	0.00
Soft Cost Contingency	0.00
Other General Development (Soft) Costs	0.00
Subtotal – General Development Costs (Soft Costs)	2,359,950.00
Developer Overhead	
Developer Overhead	1,249,840.00
Subtotal – Developer Overhead	1,249,840.00
Summary of Subtotals	
Sales/Revenue	23,134,000.00
Site Acquisition	790,000.00
Residential Construction	12,435,150.00
Site Work	3,660,000.00
Builder's Overhead, Profit and General Conditions	200,000.00
General Development Costs	2,359,950.00
Developer Overhead	1,249,840.00
Summary	
Total Sales/Revenue	23,134,000.00
Total Development Costs (TDC)	20,694,940.00
Profit (Loss) from Sales/Revenue	2,439,060.00
Percentage of Profit (Loss) Over the Total Development Costs	11.79%

Initial Unit/Sales Price

MARKET RATE

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units			X	X	
Number of Units			51	6	
Number of Sq. Ft			1,200	1,400	
Sales Price			$339,000	$369,000	
Condo / HOA Fee			$185.00	$185.00	

AFFORDABLE RATE

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units			17	2	
Number of Units			X	X	
Number of Sq. Ft			1,100	1,400	
Sales Price			$189,000	$209,000	
Condo / HOA Fee			$185.00	$185.00	

Describe your approach to calculating any additional fees relating to Condominium Association or a Homeowners Association.

Landscaping
Snow Removal
Irrigation
Lighting
Maintenance
Trash Removal
Miscellaneous
Insurance

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest

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

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

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

5.2 Market Sale Comparables *(required)*

Please provide a listing of market sales being achieved in properties comparable to the proposed project.

5.3 Market Study *(if requested)* N/A

MassHousing may require a market study for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.

Section 5.1

NEF Letter of Interest

LowellFive

April 11, 2020

Mass Housing
One Beacon St.
Boston, MA 02108

RE: 6 Forest Rd., Salisbury, MA

Dear Mass Housing Representative:

On behalf of The Lowell Five, I am pleased to inform you that the bank is very interested in providing financing on the proposed 40B project to be located at the above referenced property. We have a long-standing relationship with Mr. Russell & Mr. Paquette and look forward to participating in the development of this project.

Please note that this letter is for discussion purposes only and does not constitute an approval, commitment or offer to lend. Final approval of the loan is subject to receipt of a completed loan application, credit underwriting, property due-diligence and committee approval.

In the meantime, should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (978) 441-6499.

Sincerely,

Thomas N. Boucher
Senior Vice President

Section 5.2

Market Sales Comparison

MLS # 72612663 - Active

Condo - Mid-Rise

7 Shea St - Unit 4
Salisbury, MA 01952-2226
Essex County

List Price: **$299,900**

Unit Placement: **Top/Penthouse**
Unit Level: **3**
Grade School:
Middle School:
High School:
Outdoor Space Available:
Handicap Access/Features: **No**

Total Rooms: **4**
Bedrooms: **2**
Bathrooms: **1f 0h**
Master Bath:
Fireplaces: **0**

Directions: **Rote 495 to Elm st , to Beach Road, to Salisbury center**

arks

ıust see BEACH condo. Bright, cheery 2 bedroom, with cathedral ceilings and skylights in living room AND bathroom. Beach worth
)d and rubber plank flooring throughout. All new appliances, state of the art acrylic counter tops in kitchen and on bar. Bathroom
and a fully tiled shower, tiled flooring, vaulted ceilings and skylight. Beautiful top floor with expansive views of the ocean and
'sh a 3/4 wrap around deck . View the ocean and SUNRISES from your living room, kitchen or out on your HUGE deck, on t
ıth side" of the deck view Newburyport and the center of Salisbury, on the" west side "view the marsh and gorgeous SUNSETS!! /
ıe heart of salisbury center at the BEACH with the OCEAN a step away, to great restaurants, arcades, and beach food all at your f
off your bottom step and you are there!! Summer time watch the fireworks on Saturdays from your deck, so close its like a priva
w and watch for the whales in the morning on your deck

ıerty Information

)rox. Living Area: **825 Sq. Ft. ($363.52/Sq.** | Approx. Acres: | Garage Spaces: **0**

ng Area Includes: | Heat Zones: **Hot Water Baseboard, Gas** | Parking Spaces: **1 Off-Street, Deeded**

ng Area Source: **Public Record** | Cool Zones: **Window AC** | Levels in Unit: **1**

ng Area Disclosures:

:losures: **includes common area electric not electricity for the unit**

plex & Association Information

nplex Name: | Units in Complex: 4 Complete: **Yes** | Units Owner Occupied: Source:

ociation: **Yes** Fee: **$225**

oc. Fee Incids:
ter, Sewer, Master Insurance, Exterior Maintenance, Refuse Removal

cial Assessments:

n Le , Dimensions and Features

ım	Level	Size	Features
ng Room:			**Ceiling Fan(s), Ceiling - Beamed, Ceiling - Vaulted, Balcony / Deck**
ing Room:			**Ceiling - Vaulted, Deck - Exterior, Exterior Access**

:ures

ement: **No**
ıch: **Yes Ocean, Access, Sound, Walk to**
ıch - Miles to: **0 to 1/10 Mile**
erior: **Wood**
erior Features: **Deck**
s Allowed: **Yes**
ver Utilities: **City/Town Sewer**
ter Utilities: **City/Town Water**
terfront: **No**
ter View: **Yes Marsh, Ocean**

Other Property Info

Disclosure Declaration: **Yes**
Exclusions:
Facing Direction: **East**
Lead Paint: **Unknown**
UFFI: Warranty Features:
Year Built/Converted: **1987**
Year Built Source: **Public Record**
Year Built Desc: **Actual**
Year Round: **Yes**
Short Sale w/Lndr. App. Req: **No**
Lender Owned: **No**

Tax Information

Pin #: **M:33 P:258D**
Assessed: **$197,300**
Tax: **$2,340** Tax Year: **2019**
Book: **0** Page: **0**

Cert:

Zoning Code: **BC**

Map: Block: Lot:

ket Information

ing Date: **1/28/2020**

's on Market: Property has been on the market for a total of **94** day(s)

iration Date:

ginal Price: **$299,900**

Market Date:

: Date:

Listing Market Time: MLS# has been on for **94** day(s)

Office Market Time: Office has listed this property for **94** day

Cash Paid for Upgrades:

Seller Concessions at Closing:

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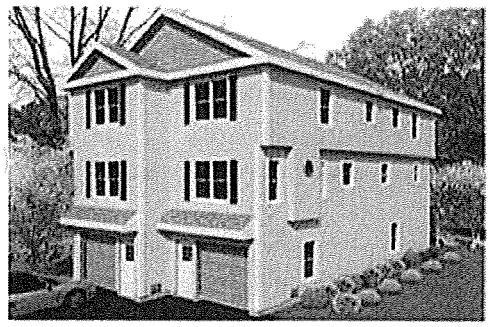
MLS # 72640588 - Under Agreement

Condex - Townhouse, Attached



Exterior - Front

48 Old County Road - Unit 2
Salisbury, MA: Salisbury Beach, 01952
Essex County

List Price: $379,900

Unit Placement: Street, End
Unit Level: 1
Grade School: Salisbury Elem
Middle School: Spaulding
High School: Triton
Outdoor Space Available: Yes - Common
Handicap Access/Features: No

Total Rooms: 5
Bedrooms: 2
Bathrooms: 2f 1h
Master Bath: Yes
Fireplaces: 1

Directions: **Salisbury Center to Beach Road follow to Old County Road.**

Remarks

Where will your next Sandcastle be? Simplify life..envision your home steps away from the Atlantic Ocean & the State Reservation.This Unique Condex Home boasts long, unobstructed Marsh views from your Living Room and Master Bedroom.Premier builder offers Hardwood & tile flooring, Granite, Central Air and an array of Energy Star Products! This breezy floor plan includes two bedrooms & 2.5 Baths. Master bedroom has private tiled full bath, lots of closets and pull down attic. The main level is great for entertaining with its open concept floor plan that includes gleaming hardwood floors & impressive kitchen cabinetry & design. Kitchen appliances incl micr, stove & dishwasher. Relax at your granite breakfast bar adjacent to the dining and living room areas. 10X14 Composite Deck, Enclosed 2 car garage w/ remote door opener &storage.low Condo fee (shared building insurance policies W/ 1 other unit holder). Commuter friendly, mins to North Shore and Boston area and mins to NH! July Occupancy

Property Information

Approx. Living Area: 1,376 Sq. Ft. ($276.09/Sq. Ft.)

Approx. Acres: 0.13 (5,696 Sq. Ft.)

Garage Spaces: 2 Attached, Under, Garage Door Opener, Storage

Living Area Includes:

Heat Zones: 1 Forced Air, Gas

Parking Spaces: 1 Off-Street, Tandem, Stone/Gravel

Living Area Source: Owner | Cool Zones: 1 Central Air | Levels in Unit: 2

Living Area Disclosures:

Disclosures: Subject to Builders changes will be based on the as-built and site plans, when construction is completed some changes may be made based on marketing demands.Breed Restrictions -Master Insurance will be bound as an all-in coverage includes everything builder plus finishes. *Flood Insurance Required

Complex & Association Information

Complex Name: | Units in Complex: 2 Complete: No Units Owner Occupied: Source:

Association: No Fee:

Assoc. Fee Incids:

Special Assessments:
No

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1	14X14	Fireplace, Flooring - Hardwood, Main Level, Cable Hookup
Dining Room:	1	14X12	Flooring - Hardwood, Main Level, Open Floor Plan, Lighting - Overhead
Kitchen:	1	14X14	Flooring - Hardwood, Countertops - Stone/Granite/Solid, Breakfast Bar / Nook, Open Floor Plan, Gas Stove
Master Bedroom:	2	15X16	Bathroom - Full, Flooring - Wall to Wall Carpet, Closet - Double
Bedroom 2:	2	15X12	Bathroom - Full, Closet, Flooring - Wall to Wall Carpet
Bath 1:	1		Bathroom - Half, Flooring - Stone/Ceramic Tile
Bath 2:	2		Bathroom - Full, Closet - Linen, Flooring - Stone/Ceramic Tile
Bath 3:	2		Bathroom - Full, Closet - Linen, Flooring - Stone/Ceramic Tile
Laundry:	1		Flooring - Stone/Ceramic Tile, Dryer Hookup - Electric, Washer Hookup
Other:	1	4X5	-

Features

Area Amenities: Public Transportation, Park, Walk/Jog Trails, Laundromat, Conservation Area, Highway Access, House of Worship, Public School

Appliances: Range, Dishwasher, Disposal, Microwave

Association Pool: No

Basement: No

Beach: Yes Ocean, Walk to

Beach Ownership: Public

Beach - Miles to: 0 to 1/10 Mile

Construction: Frame

Electric Features: Circuit Breakers, 100 Amps

Energy Features: Insulated Windows, Insulated Doors, Prog. Thermostat

Exterior: Vinyl

Exterior Features: Deck - Composite, Screens

Flooring: Tile, Wall to Wall Carpet, Hardwood

Hot Water: Natural Gas, Other (See Remarks)

Insulation Features: Full

Interior Features: Cable Available

Pets Allowed: Yes w/ Restrictions Breed Limitations (See Remarks)

Other Property Info

Adult Community: No

Elevator: No

Disclosure Declaration: No

Exclusions:

Green Certified: No

Laundry Features: In Unit

Lead Paint: None

UFFI: No Warranty Features: Yes

Year Built/Converted: 2020

Year Built Source: Builder

Year Built Desc: Actual, Under Construction

Year Round: Yes

Short Sale w/Lndr. App. Req: No

Lender Owned: No

Tax Information

Pin #: 28

Assessed: $999,999

Roof Material: Asphalt/Fiberglass Shingles
Sewer Utilities: City/Town Sewer
Water Utilities: City/Town Water
Utility Connections: for Gas Range, for Gas Oven, for Electric Dryer, Washer Hookup, Icemaker Connection
Waterfront: No
Water View: No

Tax: $999,999 Tax Year: 2020
Book: 93201 Page: 566
Cert:
Zoning Code: BC
Map: 11 Block: Lot:

Firm Remarks

Any questions, please call Laurie Carbone 603-512-9447 or email Laurie.Carbone@raveis.com. Assessement to be determined by the Town of Salisbury. Property is in a Flood Zone and will require Flood Insurance.

Market Information

Listing Date: 4/1/2020
Days on Market: Property has been on the market for a total of 28 day(s)
Expiration Date:
Original Price: $379,900
Off Market Date: 4/28/2020
Ant. Sale Date: 6/26/2020
Offer Date: 4/14/2020 Days to Offer: 13

Listing Market Time: MLS# has been on for 28 day(s)
Office Market Time: Office has listed this property for 28 day(s)
Cash Paid for Upgrades:
Seller Concessions at Closing:

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Beach

MLS # 72552372 - Sold
Condo - Low-Rise

11 Railroad Ave - Unit A8
Salisbury, MA: Salisbury Beach, 01952-2700
Essex County

List Price: $305,000
Sale Price: $295,000

Unit Placement:
Unit Level: 1
Grade School:
Middle School:
High School:
Outdoor Space Available: Yes - Common
Handicap Access/Features:
Directions: **GPS Please**

Total Rooms: 5
Bedrooms: 2
Bathrooms: 2f 0h
Master Bath:
Fireplaces: 1

Remarks

BEACH living can be yours!!! With beautiful views of the ocean from your rooftop deck, living the relaxed beach lifestyle is all here in Salisbury! This spacious condo has two generously sized bedrooms, two baths, laundry and an open concept kitchen/family room. Parking is a breeze, with two deeded spots just underneath your unit in the

covered garage! Stroll down the condo's private path directly to the beautiful sandy beach, and feel free to rinse off in the association's outdoor shower before returning to your condo. A quick walk around the corner of the complex and you have access to all sorts of food and fun things to do! Don't miss out on this opportunity to live everyday like your on vacation!

Property Information

Approx. Living Area: 1,130 Sq. Ft. ($261.06/Sq. Ft.)	Approx. Acres:	Garage Spaces: 0
Living Area Includes:	Heat Zones: Forced Air, Gas	Parking Spaces: 2 Deeded
Living Area Source: Public Record	Cool Zones: Central Air	Levels in Unit: 1
Living Area Disclosures:		
Disclosures:		

Complex & Association Information

Complex Name: Ocean Echo Condominium Units in Complex: 22 Complete: Yes Units Owner Occupied: Source:

Association: Yes Fee: $330.41 Monthly

Assoc. Fee Incldes:

Master Insurance, Exterior Maintenance, Road Maintenance, Landscaping, Snow Removal, Refuse Removal

Special Assessments:

No

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1	20X12	Flooring - Wall to Wall Carpet
Dining Room:	1	16X9	Flooring - Wall to Wall Carpet
Kitchen:	1	11X10	Flooring - Hardwood
Master Bedroom:	1	15X14	Flooring - Wall to Wall Carpet
Bedroom 2:	1	11X10	Flooring - Wall to Wall Carpet
Bath 1:	1		Flooring - Stone/Ceramic Tile
Bath 2:	1		Flooring - Stone/Ceramic Tile
Laundry:	1		-

Features

Basement: No

Beach: Yes Ocean, Access

Beach Ownership: Public

Beach - Miles to: 0 to 1/10 Mile

Construction: Frame

Docs in Hand: Rules & Regs

Exterior: Vinyl

Exterior Features: Deck - Roof

Hot Water: Natural Gas

Pets Allowed: Yes w/ Restrictions Small Pets, Other (See Remarks)

Roof Material: Rubber

Sewer Utilities: City/Town Sewer

Water Utilities: City/Town Water

Other Property Info

Disclosure Declaration: No

Exclusions:

Lead Paint: Unknown

UFFI: Warranty Features:

Year Built/Converted: 2005

Year Built Source: Public Record

Year Built Desc: Actual

Year Round: Yes

Short Sale w/Lndr. App. Req: No

Lender Owned: No

Tax Information

Pin #: M:32 P: 66A8

Assessed: $236,000

Tax: $2,799 Tax Year: 2019

Waterfront: Yes Ocean, Access

Book: 0 Page: 0
Cert:
Zoning Code: BC
Map: Block: Lot:

Market Information

Listing Date: 8/20/2019
Days on Market: Property has been on the market for a total of 56 day(s)
Expiration Date:
Original Price: $319,500
Off Market Date: 10/15/2019
Sale Date: 11/13/2019
Sale Price: $295,000
Offer Date: 10/1/2019 Days to Offer: 42

Listing Market Time: MLS# has been on for 56 day(s)
Office Market Time: Office has listed this property for 56 day(s)
Cash Paid for Upgrades:
Seller Concessions at Closing:
Financing: Conv. Fixed

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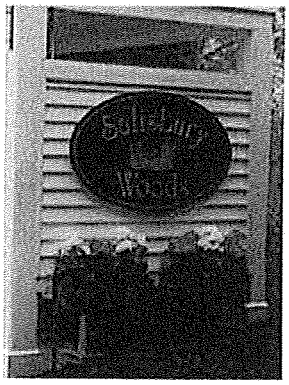

MLS # 72500379 - Sold
Condo - Townhouse

10 Partridge - Unit A
Salisbury, MA 01952
Essex County

List Price: $314,000
Sale Price: $308,000

Unit Placement:
Unit Level: 1
Grade School:
Middle School:
High School:
Outdoor Space Available:
Handicap Access/Features:
Directions: **off Bridge Road**

Total Rooms: 5
Bedrooms: 2
Bathrooms: 1f 1h
Master Bath:
Fireplaces: 0

Remarks

Welcome to Salisbury Woods...enjoy the benefits of living just a 1/2 mile from downtown historic Newburyport at a fraction of the price. This end unit is perfectly located in the complex with southern exposure and views of the marsh and wildlife. And don't forget Salisbury Beach just around the corner. Established in 2006 the complex has developed into a great community with a high retention rate. Don't miss out on this value.

Property Information

Approx. Living Area: 1,283 Sq. Ft. ($240.06/Sq. Ft.)
Living Area Includes:

Approx. Acres:
Heat Zones: Forced Air, Gas

Garage Spaces: 1 Under
Parking Spaces: 1 Paved Driveway

Living Area Source: Field Card Cool Zones: Central Air Levels in Unit: 3

Living Area Disclosures:

Disclosures:

Complex & Association Information

Complex Name: Salisbury Woods Units in Complex: 68 Complete: Yes Units Owner Occupied: Source:

Association: Yes Fee: $250

Assoc. Fee Incids:
Master Insurance, Exterior Maintenance, Road Maintenance, Landscaping, Snow Removal

Special Assessments:
Unknown

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	2	20X16	-
Dining Room:	2	12X9	-
Kitchen:	2	12X10	-
Master Bedroom:	3	16X12	-
Bedroom 2:	3	16X11	-
Bath 1:	2		Bathroom - Half
Bath 2:	3		Bathroom - Full
Laundry:	1		-

Features

Appliances: Range, Dishwasher, Refrigerator
Association Pool: No
Basement: No
Beach: Yes Ocean
Beach - Miles to: 1 to 2 Mile
Exterior: Vinyl
Exterior Features: Deck
Flooring: Tile, Wall to Wall Carpet
Hot Water: Natural Gas
Pets Allowed: Yes w/ Restrictions
Sewer Utilities: City/Town Sewer
Water Utilities: City/Town Water
Waterfront: No

Other Property Info

Disclosure Declaration: No
Exclusions:
Lead Paint: None
UFFI: Warranty Features:
Year Built/Converted: 2006
Year Built Source: Public Record
Year Built Desc: Approximate
Year Round:
Short Sale w/Lndr. App. Req: No
Lender Owned: No

Tax Information

Pin #:
Assessed: $301,000
Tax: $3,570 Tax Year: 2019
Book: 33858 Page: 33
Cert:
Zoning Code: C
Map: Block: Lot:

Firm Remarks

first showings at Open House 5/19 1-2pm.

Market Information

Listing Date: 5/15/2019

Days on Market: Property has been on the market for a total of 42 day(s)

Expiration Date:

Original Price: $314,000

Off Market Date: 6/25/2019

Sale Date: 7/29/2019

Sale Price: $308,000

Offer Date: 6/11/2019 Days to Offer: 27

Listing Market Time: MLS# has been on for 42 day(s)

Office Market Time: Office has listed this property for 42 day(s)

Cash Paid for Upgrades:

Seller Concessions at Closing:

Financing: Conv. Fixed

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MLS # 72393906 - Sold

Condo - Townhouse

11 Railroad Ave - Unit B4
Salisbury, MA 01952-2700
Essex County

List Price: $335,000

Sale Price: $310,000

Unit Placement: Middle

Unit Level: 1

Grade School: Salisbury

Middle School: Salisbury

High School: Triton

Outdoor Space Available: Yes - Private

Handicap Access/Features:

Total Rooms: 5

Bedrooms: 2

Bathrooms: 2f 0h

Master Bath: No

Fireplaces: 1

Directions: **Salisbury Beach Center, Rt on Railroad Ave. First driveway on your left, Bld B (rear building)Unit** 4

Remarks

Welcome to Salisbury Beach! This private three story townhouse has panoramic views that will amaze you. Unit owners on site rave that the private rooftop deck of each unit provides owners a seaside oasis that can't be matched.This unit features a private carport with plenty parking. All units on site have plenty of storage and the association provides access to a private bath house with an outdoor shower! These townhouses offer space not typically afforded in seaside units with two oversized bedrooms, two full bathrooms and an additional bonus room. Thinking of downsizing but not quite ready to take the leap? This unit is currently tenant occupied with a rental income of $1800.00 per month. Enjoy all that Salisbury has to offer!

Property Information

Approx. Living Area: 1,246 Sq. Ft. ($248.80/Sq. Ft.)

Approx. Acres:

Garage Spaces: 2 Under, Carport

Living Area Includes:

Heat Zones: 1 Forced Air, Gas

Parking Spaces: 0 Off-Street, Deeded

Living Area Source: Field Card

Cool Zones: 1 Central Air

Levels in Unit: 2

Living Area Disclosures: square footage does not include roof deck

Disclosures: Living area measurements are approximate

Complex & Association Information

Complex Name: Ocean Echo Condominiums Units in Complex: 22 Complete: Yes Units Owner Occupied: Source:

Association: Yes Fee: $333.51 Monthly

Assoc. Fee Incids:
Master Insurance, Exterior Maintenance, Road Maintenance, Landscaping, Snow Removal, Refuse Removal

Special Assessments:
No

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1	13X18	Fireplace, Flooring - Wall to Wall Carpet, Balcony - Exterior, Cable Hookup, Exterior Access, High Speed Internet Hookup, Slider
Kitchen:	1	8X15	Countertops - Stone/Granite/Solid, Exterior Access
Master Bedroom:	2	11X20	Ceiling Fan(s), Closet - Walk-in, Flooring - Wall to Wall Carpet, Cable Hookup
Bedroom 2:	2	11X12	Ceiling Fan(s), Closet, Flooring - Wall to Wall Carpet
Bath 1:	1		Bathroom - 3/4, Bathroom - Tiled With Shower Stall, Flooring - Stone/Ceramic Tile
Bath 2:	2		Bathroom - Half, Bathroom - With Tub & Shower, Flooring - Stone/Ceramic Tile, Jacuzzi / Whirlpool Soaking Tub, Dryer Hookup - Electric, Washer Hookup
Laundry:	2		-
Home Office:	2	7X10	Ceiling Fan(s), Flooring - Wall to Wall Carpet

Features

Area Amenities: Public Transportation, Shopping, Park, Walk/Jog Trails, Golf Course, Medical Facility, Laundromat, Bike Path, Conservation Area, Highway Access, House of Worship, Marina, Public School

Appliances: Range, Dishwasher, Microwave, Refrigerator, Washer, Dryer

Association Pool: No

Assoc. Security: TV Monitor

Basement: No

Beach: Yes Ocean

Beach Ownership: Public

Beach - Miles to: 0 to 1/10 Mile

Construction: Frame

Docs in Hand: Master Deed, Unit Deed, Rules & Regs

Electric Features: 220 Volts

Energy Features: Insulated Windows

Exterior: Vinyl

Exterior Features: Deck - Roof, Deck - Roof + Access Rights, Balcony, Storage Shed, Outdoor Shower, Professional Landscaping

Flooring: Tile, Wall to Wall Carpet, Hardwood

Other Property Info

Adult Community: No

Elevator: No

Disclosure Declaration: No

Exclusions:

Laundry Features: In Unit

Lead Paint: None

UFFI: No Warranty Features: No

Year Built/Converted: 2004

Year Built Source: Public Record

Year Built Desc: Actual

Year Round: Yes

Short Sale w/Lndr. App. Req: No

Lender Owned: No

Tax Information

Pin #: M:32 P: 66B4

Assessed: $277,200

Tax: $3,265 Tax Year: 2018

Book: 0 Page: 0

Hot Water: Natural Gas
Insulation Features: Full, Fiberglass
Interior Features: Security System, Cable Available, Intercom
Management: Professional - Off Site
Pets Allowed: Yes w/ Restrictions
Roof Material: Rubber
Sewer Utilities: City/Town Sewer
Water Utilities: City/Town Water
Terms: Contract for Deed
Utility Connections: for Gas Range, for Gas Oven, for Electric Dryer, Washer Hookup
Waterfront: No
Water View: Yes Marsh, Ocean

Cert: C186
Zoning Code: BC
Map: Block: Lot:

Market Information

Listing Date: 9/12/2018
Days on Market: Property has been on the market for a total of 119 day(s)
Expiration Date:
Original Price: $335,000
Off Market Date: 10/16/2018
Sale Date: 11/6/2018
Sale Price: $310,000
Offer Date: 10/2/2018 Days to Offer: 20

Listing Market Time: MLS# has been on for 35 day(s)
Office Market Time: Office has listed this property for 119 day(s)
Cash Paid for Upgrades:
Seller Concessions at Closing:
Financing: Conv. Fixed

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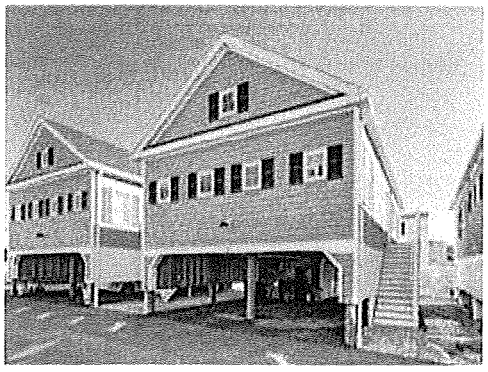

MLS # 72454300 - Sold
Condo - Detached, Garden

44 Railroad Ave - Unit 3
Salisbury, MA 01952-2728
Essex County

Unit Placement:
Unit Level: 1
Grade School:
Middle School:
High School:
Outdoor Space Available:
Handicap Access/Features:

List Price: $365,000
Sale Price: $365,000

Total Rooms: 5
Bedrooms: 2
Bathrooms: 2f 0h
Master Bath: Yes
Fireplaces: 1

Directions: **Beach Road to Salisbury Center, Take right before Willeys onto Railroad**

Remarks

Beach is only 100 yards away! This freestanding detached condo is the best deal at Salisbury Beach! Built in 2016, it is like-new. Amenities include master bedroom with master bath, gleaming hardwood floors throughout, granite countertops in kitchen and baths, cozy living room with fireplace, back deck, crown molding and wainscoting, pull down attic access with lots of storage and so much more! Current owner opted for upgraded appliances and lighting fixtures when they had it built and had a $5K shed built underneath for extra storage. Unbelievably, the low condo fee includes flood insurance! Better move fast!!

Property Information

Approx. Living Area: 975 Sq. Ft. ($374.36/Sq. Ft.)	Approx. Acres:	Garage Spaces: 0
Living Area Includes:	Heat Zones: Forced Air, Gas	Parking Spaces: 2 Off-Street, Deeded, Exclusive Parking
Living Area Source: Public Record	Cool Zones: Central Air	Levels in Unit: 1

Living Area Disclosures:

Disclosures: Exterior maintenance is responsibility of unit owner. See Escrow Agent Notification & Email/Text Disclaimers Attached.

Complex & Association Information

Complex Name: Ocean Breeze Units in Complex: 8 Complete: Yes Units Owner Occupied: Source:

Association: Yes Fee: $200 Monthly

Assoc. Fee Incld:
Master Insurance, Snow Removal, Refuse Removal, Reserve Funds

Special Assessments:
Yes - $600 - $600 for river rock prepaid by owner, spring install

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1	14X12	Fireplace, Ceiling Fan(s), Flooring - Hardwood, Cable Hookup, Deck - Exterior, Exterior Access, Open Floor Plan, Recessed Lighting, Crown Molding
Dining Room:	1		Flooring - Hardwood, Crown Molding
Kitchen:	1		Flooring - Hardwood, Dining Area, Countertops - Stone/Granite/Solid, Main Level, Open Floor Plan, Recessed Lighting, Lighting - Pendant, Crown Molding
Master Bedroom:	1	13X11	Ceiling Fan(s), Closet, Flooring - Hardwood, Cable Hookup, Crown Molding
Bedroom 2:	1	12X11	-
Bath 1:	1	11X6	Bathroom - Tiled With Tub & Shower, Closet - Linen, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid
Bath 2:	1		Bathroom - 3/4, Bathroom - Tiled With Shower Stall, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid
Entry Hall:	1		Closet, Flooring - Hardwood, Flooring - Stone/Ceramic Tile, Wainscoting, Beadboard, Crown Molding
Center Hall:	1		Flooring - Hardwood, Attic Access, Dryer Hookup - Gas, Washer Hookup, Lighting - Overhead, Beadboard, Crown Molding

Features

Area Amenities: Public Transportation, Conservation Area

Appliances: Range, Dishwasher, Disposal, Microwave, Refrigerator, Washer / Dryer Combo

Association Pool: No

Basement: No

Beach: Yes Ocean

Beach Ownership: Public

Beach - Miles to: 0 to 1/10 Mile

Construction: Frame

Docs in Hand: Master Deed

Electric Features: Circuit Breakers

Energy Features: Insulated Windows

Exterior: Shingles, Vinyl

Exterior Features: Deck - Composite, Storage Shed, Screens

Flooring: Tile, Hardwood

Hot Water: Natural Gas, Tank

Insulation Features: Full, Fiberglass

Interior Features: Cable Available

Management: Owner Association

Pets Allowed: Yes w/ Restrictions Small Pets, Breed Limitations (See Remarks)

Roof Material: Asphalt/Fiberglass Shingles

Sewer Utilities: City/Town Sewer

Water Utilities: City/Town Water

Utility Connections: for Gas Range, for Gas Dryer

Waterfront: No

Water View: No

Other Property Info

Elevator: No

Disclosure Declaration: Yes

Exclusions: Ceiling fans in LR and Master, Chandelier in foyer. Seller will replace

Laundry Features: In Unit

Lead Paint: None

UFFI: Warranty Features:

Year Built/Converted: 2016

Year Built Source: Public Record

Year Built Desc: Actual

Year Round: Yes

Short Sale w/Lndr. App. Req: No

Lender Owned: No

Tax Information

Pin #: M:32 P:283C

Assessed: $351,400

Tax: $4,168 Tax Year: 2019

Book: 0 Page: 0

Cert:

Zoning Code: BC

Map: Block: Lot:

Market Information

Listing Date: 2/18/2019

Days on Market: Property has been on the market for a total of 21 day(s)

Expiration Date:

Original Price: $365,000

Off Market Date: 3/10/2019

Sale Date: 4/30/2019

Sale Price: $365,000

Offer Date: 2/25/2019 Days to Offer: 7

Listing Market Time: MLS# has been on for 21 day(s)

Office Market Time: Office has listed this property for 21 day(s)

Cash Paid for Upgrades:

Seller Concessions at Closing:

Financing: Conv. Fixed

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MLS # 72542634 - Sold

Condo - Detached, Other (See Remarks)

44 Railroad Ave - Unit 7
Salisbury, MA: Salisbury Beach, 01952-2728
Essex County

List Price: $369,000
Sale Price: $365,000

Unit Placement: Street
Unit Level: 2
Grade School: Salisbury Elem
Middle School: Triton Regional
High School: Triton Regional
Outdoor Space Available: Yes - Private
Handicap Access/Features:
Directions: **1A, right on Cable, left on Ocean, right on Railroad.**

Total Rooms: 5
Bedrooms: 2
Bathrooms: 2f 0h
Master Bath: Yes
Fireplaces: 1

Remarks

ALWAYS WANTED TO LIVE ON THE BEACH?! Beach is only 100 yards away! This freestanding detached condo built in 2016 , it is like-new. Amenities include master bedroom with master bath, gleaming hardwood floors throughout, granite countertops in kitchen and baths, living room with fireplace adjacent to kitchen, back deck to take in big views of the marsh. Extras include: crown molding and wainscoting, pull down attic access for storage, 2 car parking underneath plus 1 space, plus extra storage. Unbelievably, the low condo fee includes flood insurance! THIS WILL NOT LAST!

Property Information

Approx. Living Area: 975 Sq. Ft. ($374.36/Sq. Ft.)
Approx. Acres:
Garage Spaces: 2 Under
Living Area Includes:
Heat Zones: Forced Air, Gas
Parking Spaces: 1 Off-Street, Paved Driveway
Living Area Source: Public Record
Cool Zones: Central Air
Levels in Unit: 1
Living Area Disclosures:

Disclosures: On plan there is noted a 24 foot wide access and utility easement.

Complex & Association Information

Complex Name: Ocean Beach Cottages at Salisbury Beach
Units in Complex: 8 Complete:
Units Owner Occupied: Source:
Association: Yes Fee: $200 Monthly
Assoc. Fee Incids:
Master Insurance, Landscaping, Snow Removal, Refuse Removal
Special Assessments:
Unknown

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	2	13X10	Fireplace, Flooring - Hardwood, Balcony / Deck, Main Level, Deck - Exterior, Exterior Access

Kitchen:	2	18X12	Flooring - Hardwood, Dining Area, Balcony / Deck, Countertops - Stone/Granite/Solid, Main Level, Kitchen Island, Deck - Exterior, Exterior Access, Open Floor Plan, Stainless Steel Appliances, Gas Stove, Lighting - Pendant
Master Bedroom:	2	12X11	Bathroom - Full, Closet, Flooring - Hardwood
Bedroom 2:	2	12X10	Closet, Flooring - Hardwood
Bath 1:	2	9X8	Bathroom - Full, Bathroom - With Shower Stall, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid
Bath 2:	2	10X5	Bathroom - Full, Bathroom - With Tub & Shower, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid
Laundry:	2		Flooring - Hardwood

Features

Area Amenities: Shopping, Conservation Area, Highway Access, House of Worship, Public School

Appliances: Range, Microwave, Refrigerator, Washer, Dryer

Basement: No

Beach: Yes Ocean, Access, Walk to

Beach Ownership: Public

Beach - Miles to: 0 to 1/10 Mile

Construction: Frame

Docs in Hand: Master Deed, Rules & Regs

Exterior: Vinyl

Exterior Features: Deck

Flooring: Wood, Tile

Hot Water: Natural Gas, Tank

Insulation Features: Full

Management: Owner Association

Roof Material: Asphalt/Fiberglass Shingles

Sewer Utilities: City/Town Sewer

Water Utilities: City/Town Water

Terms: Contract for Deed

Utility Connections: for Gas Range

Waterfront: No

Other Property Info

Disclosure Declaration: Yes

Exclusions:

Laundry Features: In Unit

Lead Paint: None

UFFI: Warranty Features:

Year Built/Converted: 2016

Year Built Source: Public Record

Year Built Desc: Approximate

Year Round: Yes

Short Sale w/Lndr. App. Req: No

Lender Owned: No

Tax Information

Pin #: M:32 P:283G

Assessed: $351,400

Tax: $4,168 Tax Year: 2019

Book: 0 Page: 0

Cert: 594635

Zoning Code: BC

Map: Block: Lot:

Market Information

Listing Date: 7/31/2019

Days on Market: Property has been on the market for a total of 20 day(s)

Expiration Date:

Original Price: $369,000

Off Market Date: 8/19/2019

Sale Date: 9/19/2019

Sale Price: $365,000

Offer Date: 8/6/2019 Days to Offer: 6

Listing Market Time: MLS# has been on for 20 day(s)

Office Market Time: Office has listed this property for 20 day(s)

Cash Paid for Upgrades:

Seller Concessions at Closing:

Financing: Conv. Fixed

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Section 5.3

Market Study

N/A

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

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.

Name of Proposed Project: Meadowview Condominiums

Development Team

Developer/Applicant: Steve Paquette, David Russell

Development Consultant (if any): _____

Attorney: Melissa E. Robbins, Deschenes & Farrell, P.C.

Architect: Udelsman Associates

Contractor: David Russell

Lottery Agent: Chelmsford Housing Authority

Management Agent: N/A

Other (specify): _____

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		Udelsman Associates & Millennium Engineering, Inc.
Local Permitting		Deschenes & Farrell, P.C.
Financing Package		Lowell Five
Construction Management	X	
Other	N/A	N/A

Applicant's Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii), the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the "Applicant Entities"): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

Note: For the purposes hereof, "Managing Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities which have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.

"Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to:

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

Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.

In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.

"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.

1. Applicant

Name of Applicant: 6 Forest Road, LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.): limited liability company

State in which registered/formed: Massachusetts

List all Managing Entities of Applicant *(you must list at least one)*:
See attached 6.4

List all Principals and Controlling Entities of Applicant and *(unless the Managing Entity is an individual)* its Managing Entities *(use additional pages as necessary)*:
See attached 6.4

List all Affiliates of Applicant and its Managing Entities *(use additional pages as necessary)*:
See attached 6.4

Proposed Development Entity

Name of Proposed Development Entity: 6 Forest Road, LLC

Entity Type *(limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.)*:
limited liability company

State in which registered/formed: Massachusetts

List all Managing Entities of Proposed Development Entity *(you must list at least one)*:
Please See Section 6.4

List all Principals and Controlling Entities of Proposed Development Entity and *(unless the Managing Entity is an individual)* its Managing Entities *(use additional pages as necessary)*:
Please see Section 6.4.

List all Affiliates of Proposed Development Entity and its Managing Entities *(use additional pages as necessary)*:
Please see Section 6.4.

Steven Paquette

Certification

Certification and Acknowledgment for Steven Paquette

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

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

Is there pending litigation with respect to any of the Applicant Entities? Yes ✓ No___ * Please see attached.

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

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes___ No___

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

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

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

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

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

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

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

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

Steve Paquette:

Is there pending litigation with respect to any of the Applicant Entities? Answer is **Yes**.

1. Mr. Paquette is one of the applicants/managers, he currently has an outstanding personal injury case pending for a slip and fall injury. The matter has not begun active court proceedings and is currently being scheduled for mediation. Although 12 Beach Road, LLC is listed as a defendant in the litigation, the slip and fall took place after turnover of the property to the Condominium Association.

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: _____

Name: Steven Paquette

Title: Manager

Date: 9/6/20

David Russell

Certification

Certification and Acknowledgment for David Russell

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

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

Is there pending litigation with respect to any of the Applicant Entities? Yes ✓ No ___ * Please see attached.

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

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

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

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

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

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

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

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

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

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

David Russell:

Is there pending litigation with respect to any of the Applicant Entities? Answer is **Yes**.

1. Applicant's cost certification is in progress for the development for Greenwood Estates located at 271 Riverneck Road, Chelmsford, MA.

2. Applicant has pending litigation with the Bolton Zoning Board Appeals which is now pending with the Housing Appeals Committee for Still River Commons located on Still River Road, Bolton, MA.

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: _____

Name: David Russell

Title: Manager

Date: _____

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the Project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)

6.2 Applicant Entity 40B Experience

Please identify every Chapter 40B project in which the Applicant or any Applicant Entity has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted.

6.3 Applicant's Certification

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

6.4 Applicant's List of Entities

Section 6.1

Development Team Qualifications

CURRICULUM VITAE
Monrovia Housing LLC
Steven J. Paquette

Steven Paquette has over 32 years' experience in real estate development, construction and sales. After earning a bachelors degree in management and marketing in 1984 from the University of MA at Lowell, Steven began working in real estate development, acquiring development sites. He became a registered Massachusetts Real Estate Broker in 1987. In 1988, he began developing multi-family apartment and assisted living communities for SK Properties. Over 14 years, he developed over 600 units of multi-family properties and eight assisted living developments in three New England states. He permitted five Comprehensive Permit affordable housing developments in Massachusetts under the FmHA 151 Rural Rental Housing program between 1989 and 1995.

He is a founding member and President of SPL Development Group, LLC since 2001. Since that time, he has developed a total of approximately 210 units of condominium housing in Salisbury, MA. including Windgate at Salisbury, a 74-unit Massachusetts chapter 40B LIP development completed in 2004. Other completed properties in Salisbury include the South Beach Landing Condominium Community located in the beachfront area and The Village at Salisbury Square, a 31 unit Ross Chapin designed pocket neighborhood completed in 2015. The value of SPL housing developments built in Salisbury alone since 2003 amounts to over $40 million. In all of these projects, he was responsible for site acquisition, financing, permitting and development design and marketing.

Steven provides a broad development, marketing and management background to the proposed addition to the Sheffield Village condominium community.

David Russell

David Russell, a member of Waterfront Capital LLC, is a businessman located in the greater Boston area. Mr. Russell graduated Magna Cum Laude from University of Massachusetts Lowell in 1984. He received a Bachelor of Science Degree in Computer Science and was chosen for a work study program at Honeywell Information Systems. After Graduating, Mr. Russell was employed by Honeywell as a senior software engineer and traveled the world consulting with Fortune 500 Companies. In 1986, Mr. Russell pursued his passion for Real Estate. Since becoming a self employed entrepreneur, Mr. Russell has had many successful ventures including; building an investment portfolio of over 200 properties, starting an entertainment company which had annual revenues in excess of $2 million, building a real estate finance company which today still holds over $3 million in real estate mortgages. In 2008, Mr. Russell in cooperation with other local businessmen founded The Nashua Bank. Mr. Russell has been instrumental in raising capital and developing strategic partnerships for Nashua Bank. Today, The Nashua Bank was in full operation for 10 years and approaching over $ 200 million in Assets when it was sold to Lake Sunapee Bank. Currently David is developing residential real estate; some of his endeavors include a 48 unit 40B project in Salisbury, MA known as Northpointe Village, 32 unit townhome community known as Sheffield Village, 6 luxury homes in Franklin Heights Saugus, MA re permitting 15 townhomes in Chelmsford, MA and many other successful developments.

DESCHENES & FARRELL, P.C.
Attorneys at Law

515 Groton Road, Suite 204
Westford, MA 01886
(978) 496-1177

Douglas C. Deschenes has been actively involved with the legal aspects of the development, financing, and construction of real estate and affordable housing for the last fifteen years, during that time, Mr. Deschenes has been promoting smart growth and affordable housing for developers, as well as non-profit and government agencies through the use of local zoning, M.G.L. Chapter 40B and other creative methods.

Education:	Juris Doctor, Northeastern University School of Law, 1993 Master of Business Administration, New Hampshire College, 1988 Bachelor of Science, Biology, University of Maine at Orono, 1983
Affiliation:	Former member and Chairman of Westford Conservation Commission Former member Master Plan Implementation Committee Former member Westford Affordable Housing Committee Co-Founder Westford Land Preservation Foundation (non-profit land preservation group) Former member Westford Water Commission
Employment:	Admitted to the Massachusetts Bar Association in 1993 Joined Hall & Finnegan, P.C. in September of 1997, practicing in the areas of land use, environmental law, real estate development and conveyancing, business law, wills and trusts Named partner of Hall, Finnegan, Ahern & Deschenes, P.C. in January of 2000 Managing partner of Deschenes & Farrell, P.C.

Melissa E. Robbins has been actively involved with the legal aspects of the development, financing, and construction of real estate and affordable housing for the last nine years. During that time, Ms. Robbins has been promoting smart growth and affordable housing for developers, as well as non-profit and government agencies through the use of local zoning, M.G.L. Chapter 40B and other creative methods.

Education:	Juris Doctor, New England School of Law, 2004 Bachelor Degree, Clark University, 2001
Affiliation:	Member Massachusetts Real Estate Bar Association Member New England Builders Association
Employment:	Admitted to the Massachusetts Bar Association in 2004 Joined Deschenes & Farrell, P.C. in August 2004, practicing in the areas of land use, environmental law, real estate development and conveyancing, and business law. Named partner of Deschenes & Farrell, P.C. in (month) of (year)

As partners at Deschenes & Farrell, P.C., Mr. Deschenes and Ms. Robbins oversee a team of lawyers and administrators in land use development, representing developers, as well as affordable housing advocates, in towns including Clinton, Concord, Dracut, Dunstable, Groton, Hopedale, Lancaster, Littleton, Pepperell, Townsend, Tyngsboro and Westford.

PROJECTS

Townhouse Style Condominiums:

Tadmuck II
Developers/Permitting Attorneys for a 41 unit condominium located at 124 Main Street in Westford. The total number of bedrooms in the Development is limited to seventy-four. The sale of up to seven (7) of the Affordable Units shall be given to persons or families who are either live or work in Westford. A minimum of 25% of the units will be made affordable to families whose income is at or below 80% of the median household income for the State, as determined by DHCD.

Southgate
Developers/Permitting Attorneys for a condominium complex located at S. Chelmsford Road in Westford. It is to construct forty-two two-bedroom townhouse style homeownership units in fourteen buildings.

Single Family Homes:

Cottages in the Woods
Developers/Permitting Attorneys for a 20 unit development located off Boston Road in Westford. It will include ten three bedroom homes and ten two bedroom homes. A minimum of 25% of the units will be made affordable to families whose income is at or below 80% of the median household income for the State, as determined by DHCD.

Townhouse Style & Single Family:

Graniteville Woods
Developers/Permitting Attorneys for a 168 unit development located at N. Main Street and Cowdry Hill in Westford. It is to develop two bedroom townhouse style units in 42 buildings containing between three and six units, as well as to rehabilitate an existing duplex home located at 77-79 North Main Street which contains two three bedroom units. It is proposed that fifty-two of the units will be sold in accordance with the affordable pricing guidelines.

MILLENNIUM ENGINEERING, INC.

62 Elm Street, Salisbury MA.
13 Hampton Road, Exeter NH.

Land Surveyors and Civil Engineers

Millennium Engineering, Inc. (MEI) is a professional consulting firm providing a wide range of survey, engineering, planning, and permitting services. Founded in 1994, MEI serves a wide range of clients, both public and private, with infrastructure improvements, site analysis, and site development projects.

MEI also offers site design services for alternative energy projects featuring solar arrays. Our staff is experienced with the building requirements and advanced construction schedules associated with power projects.

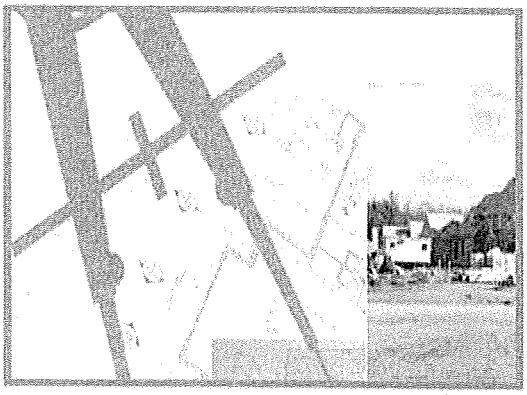
Survey Services

MEI provides a variety of land survey services for our diverse client base ranging from single-family homeowners to large industrial corporations. MEI provides our clients with a product that matches their needs while maintaining the required level of accuracy and standards necessary for the design, permitting, and construction process. Successful projects begin with accurate field information. MEI utilizes state of the art equipment allowing our field crews to gather information accurately, quickly, and efficiently. Our familiarity with the surrounding municipalities, extensive survey records, and working relationships with regulating boards and agencies provide our clients with added value that minimize project costs.

Engineering Services

MEI provides innovative and cost-effective engineering solutions on a wide range of projects. Our engineering staff is highly qualified to meet the needs of our diverse client base. MEI offers valued experience throughout the design, permitting and construction phases typical to most projects and ensures that effective and practical decisions are made.

MEI maintains strong relationships with area professionals providing architectural, structural, transportation/traffic, environmental, and wetland delineation services allowing our clients the opportunity to self-manage projects or have MEI coordinate full-service support.



Serving public and private clients throughout Massachusetts and Southern New Hampshire.

Survey Services

- Property Line Staking
- Boundary Surveys
- Alta Title Insurance
- Chapter 91 Waterways
- Construction Layout
- LOMA and Flood Elevation Surveys
- Land Court Surveys
- Condo Site and As-Built Plans
- Topographic Surveys
- Aerial and GPS Surveys

Engineering Services

- Solar Site Design
- Residential Site Development
- Stormwater Management
- Roadway and Utility Design
- Bid Documents
- Grading and Earthwork Analysis
- Commercial Site Development
- Septic System Design
- Construction Observation / Administration
- Owner's Representative

Note: Additional services provided through our close relationships with area professionals

MILLENNIUM ENGINEERING, INC.

62 Elm Street, Salisbury MA.
13 Hampton Road, Exeter, NH.

For over 25 years MEI has assisted our clients by providing services in all aspects of survey and engineering work. Our survey staff includes registered professional land surveyors in Massachusetts and New Hampshire. Our engineering staff includes registered professional engineers in Massachusetts, New Hampshire and Maine.

Past and present clients include:

Municipalities

Salisbury, MA.
North Reading, MA.
Amesbury, MA.
Georgetown, MA.
Groveland, MA.
Newbury, MA.
West Newbury, MA.
Newburyport, MA.
Gloucester, MA.
Lawrence, MA.
Wellesley, MA.
Seabrook, NH.
Exeter, NH.
Hampton, NH.
Newmarket, NH.

MassDOT

Private Development

C.P. Berry Construction Co.
Gillis Homes Inc.
Green and Company
Boston North Properties
Vaughn Manufacturing Co.
John J. Paonessa Co.
Mirra Co. Inc.
Northern Realty Trust
SPL Development
Wojcicki & McPartland Development
The Granite Group
Benham Investment Properties, Inc.
Arc Source, Inc.
Northway Builders, Inc.

Solar

True North Energy, LLC
Power Partners LLC
Wanzek Construction

Organizations

Phillips Exeter Academy
Sparhawk School
Kensington School District
Providence Baptist Church
Hampton United Methodist Church
Cornerstone Baptist Church
Fay, Spofford, & Thorndike, Inc.
SPS New England, Inc.
Kairos Environmental, Inc.
Fulcrum, Inc.
Bayside Engineering, Inc.
Century 21 Realty
Prudential Realty
Aquarion Water Co.
Heery International
Woodard and Curran
Wright - Pierce
Beta Group

Millennium Engineering, Inc.

62 Elm Street
Salisbury, MA. 01952
P: 978-463-8980
F: 978-499-0029
www.mei-ma.com

13 Hampton Road
Exeter, NH. 03833
P: 603-778-0528
F: 603-772-0689
www.mei-nh.com

ERIC W. BOTTERMAN — *PRINCIPAL*

EDUCATION:

B.S., Civil Engineering, University of New Hampshire, 1983

REGISTRATIONS:

Registered Professional Engineer, New Hampshire 1988; Massachusetts 1997

PROFESSIONAL AFFILIATIONS:

Member Essex County Highway Association

PROFESSIONAL SUMMARY:

Mr. Botterman has over 30 years of experience in the design and construction phases of public and private engineering projects. In his current position, he is responsible for managing all operations for the company's two offices. He is experienced in residential, commercial, and industrial development projects including: roadway layout and reconstruction, utility design, storm water management, renewable energy projects, local and state permitting requirements, and project management.

Previously he was the Chief Engineer for Design and Construction for the MBTA, and District Highway Director for MassHighway. In these positions he was responsible for managing several hundred employees in each position undertaking such tasks as design and construction of: highways, tunnels, new rail lines, railroad stations, bridges and lighting systems.

RECENT PROFESSIONAL EXPERIENCE

- **Amesbury, Massachusetts.** Owner's Representative on the $300,000,000 Whittier Bridge Project Effort includes attending project meetings, reviewing contractor requests for extra work, reviewing project schedule and budget, monitoring construction progress, and writing monthly and annual reports detailing important project metrics.

- **Methuen, Massachusetts**. Owner's Representative on the $65,000,000 Methuen Rotary Project. Effort includes attending project meetings, reviewing contractor requests for extra work, reviewing project schedule and budget, monitoring construction progress,and writing monthly and annual reports detailing important project metrics.

- **Everett, Massachusetts**. Owner's Representative on the $73,000,000 Woods Memorial Bridge Replacement Project. Effort includes attending project meetings, reviewing contractor requests for extra work, reviewing project schedule and budget, monitoring construction progress,and writing monthly and annual reports detailing important project metrics.

- **West Newbury Massachusetts**. Principal in Charge for the design and construction of a 56-unit age restricted condominium development. Services included; preliminary and final design of all roadway and utility systems, coordination with and presentation to local and state permitting boards/commissions/agencies, preparation of Open Space documents, design of off-site utility improvements, and providing construction phase services.

- **Salisbury, Massachusetts.** Principal in Charge for the design of a multiple municipal sidewalk and utility improvements projects. Efforts included preparation of project plans, cost estimates and specifications suitable for public bidding. The projects are funded through federal and state agencies and required quick turn-around of technical documents.

- **Groveland, Massachusetts.** Principal in Charge for the design and construction of 2,000 LF +/- of water and sewer main improvements for the Groveland Water and Sewer Commission. Effort included; preparation of local and state permit applications, plans, technical specifications, cost estimates, bidding documents, preparation of public bidding documents, providing assistance to Town during bidding phase and execution of contract documents. Effort also included field and office construction phase services and project closeout.

- **Hampton Falls, New Hampshire.** Principal in Charge for the design and permitting of a 7-lot subdivision. Effort included; 1,200 LF +/- of roadway and utility design, storm water management facilities, proposed lot configuration, cost estimates, coordination with reviewing agents, and environmental permitting.

- **Hampton Falls, New Hampshire.** Principal in Charge for the design and permitting of a 5-lot subdivision. Effort included; 800 LF +/- of roadway and utility design, storm water management facilities, proposed lot configuration, cost estimates, and coordination with local and state reviewing authorities.

- **Lunenburg, Massachusetts.** Principal in Charge for the design of a municipal sewer pump station as part of corridor improvements project. Effort included; coordination with prime consulting firm, revisions to state permitting requirements, pump station calculations and design, and construction phase/ start-up services.

CHRISTOPHER M. YORK **SENIOR PROJECT ENGINEER**

EDUCATION

B.S., Civil Engineering, Merrimack College, 1998

REGISTRATIONS

Registered Professional Engineer, New Hampshire, 2005, #11788
Title 5, Licensed Soil Evaluator, Massachusetts, 1999

PROFESSIONAL SUMMARY

Mr. York has over 20 years of experience in the design of public and private engineering projects. He has designed residential subdivisions, site plans, roadway and utility projects as well as Title V septic systems and environmental remediation projects. He is proficient in a number of software packages including: Autocad , Land Desktop, HydroCad , and Auto Turn.

PROFESSIONAL EXPERIENCE

- **West Newbury, Massachusetts**. Project Engineer for the design of a 56-unit age restricted condominium development. Involved was the design and drafting of 3,500 LF +/- of roadway and utilities, storm water management facilities, and site grading.

- **Newbury, Massachusetts**. Project Engineer for the design of a 66-unit age restricted condominium development. Involved was the design and drafting of 5,000 LF +/- of roadway and utilities, storm water management facilities, and site grading.

- **Salisbury, Massachusetts.** Project Engineer for the design of a 14-lot residential subdivision. Involved was the design of 1,950 LF +/- of roadway and utilities, site grading, storm water management facilities, and coordination with and presentation to local permitting boards and commissions.

- **Seabrook, NH.** Project Engineer for the design of a Holiday Inn Express and restaurant. Involved was the design of a 155-space parking lot, subsurface utilities, stormwater management facilities, site grading, and coordination with reviewing agents, and environmental permitting.

- **Dover, NH.** Project Engineer for the design of a 19-lot residential subdivision. Involved was the design of 1,400 LF +/- of roadway and utilities, site grading, and stormwater management facilities, as well as coordination with reviewing agents, and environmental permitting.

Section 6.2

Applicant Entity 40B Experience

DEVELOPER/APPLICANT 40B QUALIFICATIONS

Prior Development Experience – Please list the past development experience for each of the development team member on the chart below. In addition, please identify any other 40B projects (whether, with MassHousing or any other subsidizing agency) in which the applicant or a related party has or had an interest and, for each such project, state whether the construction has been completed and whether cost certification has been submitted (use additional sheets as necessary).

PROJECT SUMMARY	PROJECT #1	PROJECT #2	PROJECT #3
Project Name:	Piper Lane Condominiums	Still River Commons	Greenwood Estates
Project Address:	Piper Lane & School St, Acton, MA	Still River Road, Bolton, MA	Off 271 Riverneck Road, Chelmsford, MA
Housing Type:	Townhouse Style Homeownership Units	Duplex Style Homeownership Units	Duplex & Triplex Homeownership Units
Number of Units:	40 Units with 10 Affordable Units	8 Units with 2 Affordable Units	15 Units with 4 Affordable Units
Year Completed:	Comprehensive Permitting not completed	Comprehensive Permit on Appeal	Working on Cost Certification
Construction Lender: Contact Name: Phone Number:	Lowell Five Thomas N. Boucher 978-441-6499	Lowell Five Thomas N. Boucher 978-441-6499	Lowell Five David J. Clapp 978-441-6499

Section 6.3

Applicant's Certification

Section 6.3

Applicant's Certification

Steven Paquette

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: _____

Name: Steven Paquette

Title: Manager

Date: 9/4/20

Section 6.3

Applicant's Certification

David Russell

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: _____

Name: David Russell

Title: Manager

Date: _____

Section 6.4

List of Applicant Entities

DESCHENES & FARRELL, P.C.
Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

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

**Admitted in MA and NH*

May 21, 2020

Michael Busby
Comprehensive Permit Program
Massachusetts Housing Finance Agency
1 Beacon Street, 28th Floor
Boston, MA 02108

Dear Michael:

This office represents 6 Forest Road, LLC (the "Applicant Entity") regarding its application for a Comprehensive Permit Site Approval Application pursuant to M.G.L. c. 40B. MassHousing has requested, as part of its application process, that the Applicant Entity provide a list of all "Affiliates of Applicant and its Managing Entities." MassHousing has suggested to us that this list should include any and all entities in which Steven Paquette and David Russell, Managers of the Applicant Entity, is involved in as a shareholder, officer, director, manager and/or member.

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

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

Pratt v. Bacon, 27 Mass. 123 (1830). This notion has been expanded over the years such that "the corporation is treated as a person separate and apart from its stockholders, officers and directors and second, the acts of the corporation are not attributed to the officers, directors employees and/or stockholders." 13 Mass. Practice, *Business Corporations* § 28:1 (2014). Furtheremore, Massachusetts General Laws c. 156D Section 6.22(b) states that "[u]nless

otherwise provided in the articles of organization, a shareholder of a corporation shall not be personally liable for the acts or debts of the corporation except that he may become personally liable by reason of his own acts or conduct." Because each corporate entity is intended to be treated as a separate person, distinct from its shareholders, officers, directors and employees and further because shareholders, officers, directors and employees cannot, except in special circumstances, be held liable for acts or debts of a corporation, the fact that Steven Paquette and David Russell are shareholders, officers, directors, members and/or managers of numerous corporate entities does not mean that these entities are in anyway relevant to the Applicant's application for a Comprehensive Permit at 6-12 Forest Road, Salisbury, MA. Similarly, the actions of the listed entities may not be attributed to the Applicant Entity simply because they may share a similar officer/manager. Accordingly, while we provide the attached list per the request of MassHousing, we would at the same time suggest that the list provided should not have any relevance to the Applicant Entity's application pending before MassHousing. Thank you in advance for your time and consideration.

Sincerely,
Deschenes & Farrell, PC

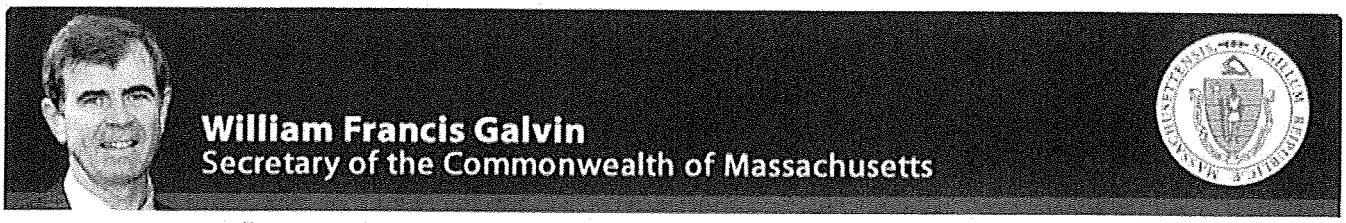
Melissa E. Robbins

MER/tmg

Attachment

Tricia/Affordable Housing/PaquetteSteve

Steven Paquette
Entities



Corporations Division

Business Entity results

Number of records: 16

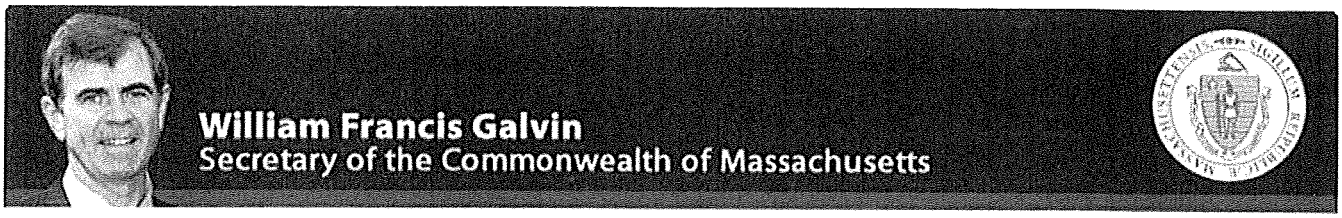
Print results

Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
PAQUETTE , STEVEN	MANAGER		**233 BEACH ROAD, LLC**	001006798	
PAQUETTE , STEVEN	SOC SIGNATORY		**233 BEACH ROAD, LLC**	001006798	
PAQUETTE , STEVEN	REAL PROPERTY		**233 BEACH ROAD, LLC**	001006798	
PAQUETTE , STEVEN	MANAGER		**BEACH FIVE FOUR, LLC**	001155218	
PAQUETTE , STEVEN	REAL PROPERTY		**BEACH FIVE FOUR, LLC**	001155218	
PAQUETTE , STEVEN	MANAGER		**MONROVIA HOUSING, LLC**	001193828	
PAQUETTE , STEVEN	REAL PROPERTY		**MONROVIA HOUSING, LLC**	001193828	
PAQUETTE , STEVEN	SOC SIGNATORY		**PIPER LANE LLC**	001352988	
PAQUETTE , STEVEN	REAL PROPERTY		**PIPER LANE LLC**	001352988	
PAQUETTE , STEVEN	MANAGER		**PIPER LANE LLC**	001352988	
PAQUETTE , STEVEN J	MANAGER		**OCEAN SOUTH CONDOMINIUMS, LLC**	000911000	
PAQUETTE , STEVEN J	REAL PROPERTY		**OCEAN SOUTH CONDOMINIUMS, LLC**	000911000	
PAQUETTE , STEVEN J.	MANAGER		**54 BEACH ROAD, LLC**	000977778	
PAQUETTE , STEVEN J.	REAL PROPERTY		**54 BEACH ROAD, LLC**	000977778	
PAQUETTE , STEVEN J.	MANAGER		**SPL DEVELOPMENT GROUP, LLC**	000826399	

PAQUETTE , STEVEN J.	REAL PROPERTY	**SPL DEVELOPMENT GROUP, LLC**	000826399

New Search

David Russell
Entities



Corporations Division

Business Entity results

Number of records: 136 **Number of pages: 6** Print results

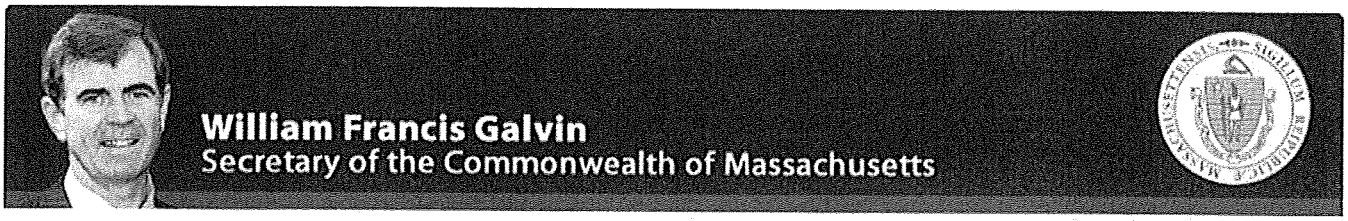
Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
RUSSELL, DAVID	SECRETARY	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**COKELL, INC.**	000334910	
RUSSELL, DAVID	PRESIDENT	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**COKELL, INC.**	000334910	
RUSSELL, DAVID	TREASURER	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**COKELL, INC.**	000334910	
RUSSELL, DAVID	PRESIDENT	556 MAIN STREET, STONEHAM, MA 02180 USA 556 MAIN STREET, STONEHAM, MA 02180 USA	**NEW ENGLAND INTERNATIONAL PRODUCTIONS,INC.**	000167301	000077790
RUSSELL, DAVID	SECRETARY	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**RULEY, INC.**	000333584	
RUSSELL, DAVID	PRESIDENT	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**RULEY, INC.**	000333584	

RUSSELL, DAVID	TREASURER	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**RULEY, INC.**	000333584
RUSSELL , DAVID	MANAGER		**1000, LLC**	001166234
RUSSELL , DAVID	REAL PROPERTY		**1000, LLC**	001166234
RUSSELL , DAVID	REAL PROPERTY		**1000, LLC**	001166234
RUSSELL , DAVID	MANAGER		**BEACH FIVE FOUR, LLC**	001155218
RUSSELL , DAVID	REAL PROPERTY		**BEACH FIVE FOUR, LLC**	001155218
RUSSELL , DAVID	SOC SIGNATORY		**BEACH FIVE SIX, LLC**	001195806
RUSSELL , DAVID	MANAGER		**BEACH FIVE SIX, LLC**	001195806
RUSSELL , DAVID	SOC SIGNATORY		**BFC PEMBROKE HOLDINGS LLC**	271384438
RUSSELL , DAVID	SOC SIGNATORY		**BFC WAREHAM HOLDINGS LLC**	271384815
RUSSELL , DAVID	REAL PROPERTY		**BLACKFOOT CAPITAL II, LLC**	001094302
RUSSELL , DAVID	MANAGER		**BOURNE DENTAL ASSOCIATES, LLC**	001042222
RUSSELL , DAVID	DIRECTOR	165 BELMONT STREET BROCKTON, MA 02301 USA	**BROCKTON INTERFAITH COMMUNITY NEHEMIAH PARTNERSHIP, INC.**	000855740
RUSSELL , DAVID	MANAGER		**CAPE COD BRACES LLC**	001141688
RUSSELL , DAVID	MANAGER		**CENTERVILLE FAMILY DENTAL CARE, LLC**	001093779
RUSSELL , DAVID	DIRECTOR	1601 CHESTNUT STREET TWO LIBERTY PLACE PHILDELPHIA, PA 19192 USA	**CIGNA HEALTHCARE, INC.**	000973629
RUSSELL , DAVID	NONE GIVEN - P		**CRESCENT D AND K FAMILY LIMITED PARTNERSHIP, THE**	000921585
RUSSELL , DAVID	MANAGER		**DAME HOLLIS PROPERTIES, LLC**	001141463

RUSSELL , DAVID	REAL PROPERTY	**DAME HOLLIS PROPERTIES, LLC**	001141463

123456

New Search



Corporations Division

Business Entity results

Number of records: 136 **Number of pages: 6** Print results

Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
RUSSELL , DAVID	MANAGER		**DAVIS ALLIANCE, LLC**	001036599	
RUSSELL , DAVID	SOC SIGNATORY		**DAVIS ALLIANCE, LLC**	001036599	
RUSSELL , DAVID	REAL PROPERTY		**DAVIS ALLIANCE, LLC**	001036599	
RUSSELL , DAVID	MANAGER		**EAST HILL, LLC**	270672032	
RUSSELL , DAVID	TREASURER	115 WILDER ROAD BOLTON, MA 01740 USA	**EXTERRA GLOBAL TRADING, INC.**	043165715	000406625
RUSSELL , DAVID	TREASURER	200 RYAN ST. SO. PLAINFIELD, NJ 07080 USA	**FIRE AND EMERGENCY MANUFACTURERS AND SERVICES ASSOCIATION**	000660074	000000000
RUSSELL , DAVID	REAL PROPERTY		**GENTLE MANOR LLC**	001101763	
RUSSELL , DAVID	MANAGER		**GENTLE MANOR LLC**	001101763	
RUSSELL , DAVID	SOC SIGNATORY		**GENTLE MANOR LLC**	001101763	
RUSSELL , DAVID	REAL PROPERTY		**GQGC, LLC**	001135903	
RUSSELL , DAVID	MANAGER		**GQGC, LLC**	001135903	
RUSSELL , DAVID	SOC SIGNATORY		**GQGC, LLC**	001135903	
RUSSELL , DAVID	TREASURER		**IBS FOODS, INC.**	043496766	000842885
RUSSELL , DAVID	SECRETARY		**IBS FOODS, INC.**	043496766	000842885

RUSSELL , DAVID	REAL PROPERTY		**KEYES FARM, LLC**	001332161
RUSSELL , DAVID	MANAGER		**KEYES FARM, LLC**	001332161
RUSSELL , DAVID	MANAGER		**MARLBORO BFC, LLC**	001114525
RUSSELL , DAVID	SOC SIGNATORY		**MARLBORO BFC, LLC**	001114525
RUSSELL , DAVID	REAL PROPERTY		**MARLBORO BFC, LLC**	001114525
RUSSELL , DAVID	MANAGER		**MILLPOND DENTAL ASSOCIATES, LLC**	001062608
RUSSELL , DAVID	PRESIDENT	1 CHARLES STREET SOUTH 7E BOSTON, MA 02116 USA	**NDMG MASSACHUSETTS DENTAL HOLDINGS, P.C.**	001193163
RUSSELL , DAVID	DIRECTOR	1 CHARLES STREET SOUTH 7E BOSTON, MA 02116 USA	**NDMG MASSACHUSETTS DENTAL HOLDINGS, P.C.**	001193163
RUSSELL , DAVID	MANAGER		**NORTHPOINTE REALTORS LLC**	001103802
RUSSELL , DAVID	DIRECTOR	13100 NORTHWEST FREEWAY, SUITE 500 HOUSTON, TX 77040 USA	**PALLET COMPANIES, INC.**	000903131
RUSSELL , DAVID	PRESIDENT	13100 NORTHWEST FREEWAY, SUITE 500 HOUSTON, TX 77040 USA	**PALLET COMPANIES, INC.**	000903131

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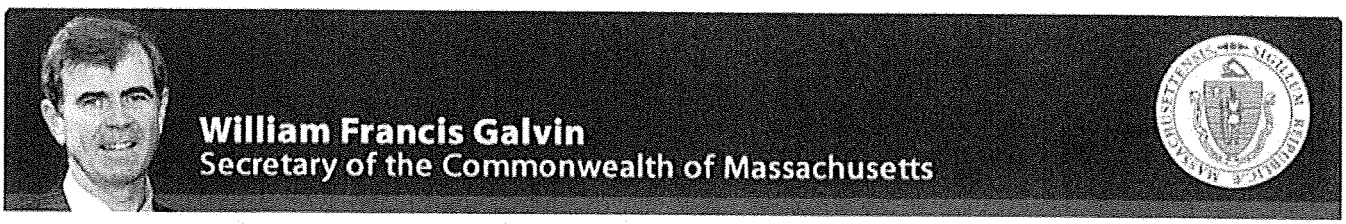
New Search



Corporations Division

Business Entity results

Number of records: 136 **Number of pages: 6** Print results

Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
RUSSELL , DAVID	CLERK	131 BLAKE ST. NORTHBOROUGH, MA 01532 USA	**PET ROCK FEST, INC.**	202303812	000889269
RUSSELL , DAVID	PRESIDENT	4909 75 AVE. NW EDMONTON,ALBERTA,CANADA, FF T6B-2S3 CAN	**PICA: PIPELIE INSPECTION AND CONDITION ANALYSIS CORP. (USA)**	001371026	
RUSSELL , DAVID	VICE PRESIDENT	4909 75 AVE. NW EDMONTON,ALBERTA,CANADA, FF T6B-2S3 CAN	**PICA: PIPELIE INSPECTION AND CONDITION ANALYSIS CORP. (USA)**	001371026	
RUSSELL , DAVID	SOC SIGNATORY		**PIPER LANE LLC**	001352988	
RUSSELL , DAVID	REAL PROPERTY		**PIPER LANE LLC**	001352988	
RUSSELL , DAVID	MANAGER		**PIPER LANE LLC**	001352988	
RUSSELL , DAVID	MANAGER		**RIVERNECK ROAD DEVELOPMENT LLC**	001271865	
RUSSELL , DAVID	REAL PROPERTY		**RIVERNECK ROAD DEVELOPMENT LLC**	001271865	
RUSSELL , DAVID	REAL PROPERTY		**SALISBURY NORTHPOINTE II, LLC**	001063858	
RUSSELL , DAVID	MANAGER		**SALISBURY NORTHPOINTE II, LLC**	001063858	
	MANAGER			001063858	

RUSSELL , DAVID			**SALISBURY NORTHPOINTE II, LLC**	
RUSSELL , DAVID	SOC SIGNATORY		**SALISBURY NORTHPOINTE II, LLC**	001063858
RUSSELL , DAVID	SOC SIGNATORY		**SALISBURY NORTHPOINTE II, LLC**	001063858
RUSSELL , DAVID	REAL PROPERTY		**SALISBURY NORTHPOINTE II, LLC**	001063858
RUSSELL , DAVID	MANAGER		**SANDWICH DENTAL ASSOCIATES, LLC**	001080248
RUSSELL , DAVID	MANAGER		**STILL RIVER ROAD DEVELOPMENT LLC**	001320866
RUSSELL , DAVID	REAL PROPERTY		**STILL RIVER ROAD DEVELOPMENT LLC**	001320866
RUSSELL , DAVID	MANAGER		**TURN LEFT, LLC**	001302506
RUSSELL , DAVID	SOC SIGNATORY		**TURN LEFT, LLC**	001302506
RUSSELL , DAVID	REAL PROPERTY		**TURN LEFT, LLC**	001302506
RUSSELL , DAVID	MANAGER		**TWO TWO ZERO, LLC**	001149574
RUSSELL , DAVID	SOC SIGNATORY		**TWO TWO ZERO, LLC**	001149574
RUSSELL , DAVID	REAL PROPERTY		**TWO TWO ZERO, LLC**	001149574
RUSSELL , DAVID	DIRECTOR	39 TESLA IRVINE, CA 92618 USA	**VIZIO, INC.**	001286607
RUSSELL D.M.D., DAVID	REAL PROPERTY		**TUFTS DENTAL AND LENNON DENTAL GROUP, LLC**	001351414

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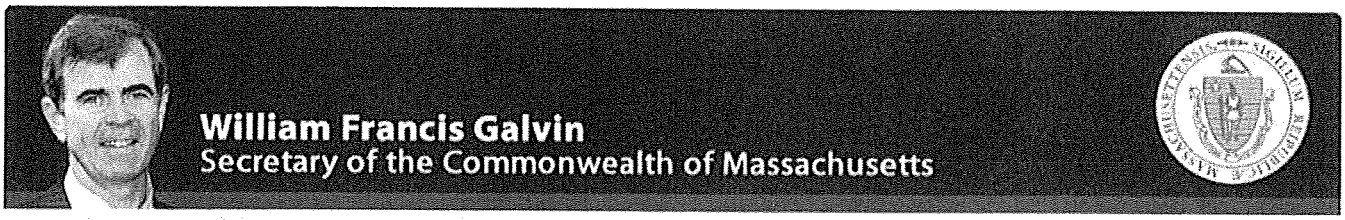

Corporations Division

Business Entity results

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Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
RUSSELL DMD, DAVID	MANAGER		**TUFTS DENTAL AND LENNON DENTAL GROUP, LLC**	001351414	
RUSSELL , DAVID A	MANAGER		**BACK TO NEW TILE AND HARD SURFACE CLEANING, LLC**	452498425	001042122
RUSSELL, DAVID A.	PRESIDENT	74 APPLETON ST., BOSTON, MA USA 74 APPLETON ST., BOSTON, MA USA	**RUSSELL & HARRIS MEDICAL GROUP, P.C.**	043149046	000389790
RUSSELL , DAVID A.	SOC SIGNATORY		**BACK TO NEW TILE AND HARD SURFACE CLEANING, LLC**	452498425	001042122
RUSSELL , DAVID A.	REAL PROPERTY		**BACK TO NEW TILE AND HARD SURFACE CLEANING, LLC**	452498425	001042122
RUSSELL , DAVID A.	PRESIDENT	51 POND ST. 12A WALTHAM, MA 02451 USA	**RUSSELL BUSINESS SOLUTIONS INC.**	000944968	
RUSSELL , DAVID A.	DIRECTOR	51 POND ST. 12A WALTHAM, MA 02451 USA	**RUSSELL BUSINESS SOLUTIONS INC.**	000944968	
RUSSELL , DAVID B.	MANAGER		**NAGATECH, LLC**	001208943	
RUSSELL , DAVID B.	REAL PROPERTY		**NAGATECH, LLC**	001208943	
RUSSELL , DAVID C	MANAGER		**BLACKFOOT CAPITAL, LLC**	000998607	
RUSSELL , DAVID C	REAL PROPERTY		**BLACKFOOT CAPITAL, LLC**	000998607	
RUSSELL, DAVID C.	PRESIDENT	30 D.W. HIGHWAY, MERRIMAC, N.H, 03054	**INTERNATIONAL CARPET GALLERIES, INC.**	000603538	000000000

		30 D.W. HIGHWAY, MERRIMAC, N.H, 03054			
RUSSELL, DAVID C.	SECRETARY	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**RUBAN, INC.**	042998115	000248036
RUSSELL, DAVID C.	PRESIDENT	281D BOYLSTON ST., LOWELL, MA USA 281D BOYLSTON ST., LOWELL, MA USA	**RUBAN, INC.**	042998115	000248036
RUSSELL , DAVID C.	MANAGER		**BLACKFOOT CAPITAL II, LLC**	001094302	
RUSSELL , DAVID C.	REAL PROPERTY		**WATERFRONT CAPITAL, LLC**	001033363	
RUSSELL , DAVID D.	MANAGER		**TURNING LEAF, LLC**	262813859	
RUSSELL , DAVID D.	SOC SIGNATORY		**TURNING LEAF, LLC**	262813859	
RUSSELL , DAVID D.	REAL PROPERTY		**TURNING LEAF, LLC**	262813859	
RUSSELL, DAVID E.	PRESIDENT	15 ANDREWS RD., WAKEFIELD, MA USA 15 ANDREWS RD., WAKEFIELD, MA USA	**RUSSELL BADGE MFG CO, INC.**	042208804	
RUSSELL , DAVID E.	DIRECTOR	159 PINE LANE WESTWOOD, MA 02090 USA	**DISTINCTIVE REALTY GROUP, LTD.**	000944686	
RUSSELL , DAVID E.	PRESIDENT	159 PINE LANE WESTWOOD, MA 02090 USA	**DISTINCTIVE REALTY GROUP, LTD.**	000944686	
RUSSELL , DAVID E.	TREASURER	159 PINE LANE WESTWOOD, MA 02090 USA	**DISTINCTIVE REALTY GROUP, LTD.**	000944686	
RUSSELL ESQ., DAVID E.	MANAGER		**K&M BRISTOL HOLDINGS, LLC**	001243560	
RUSSELL ESQ., DAVID E.	SOC SIGNATORY		**K&M BRISTOL HOLDINGS, LLC**	001243560	

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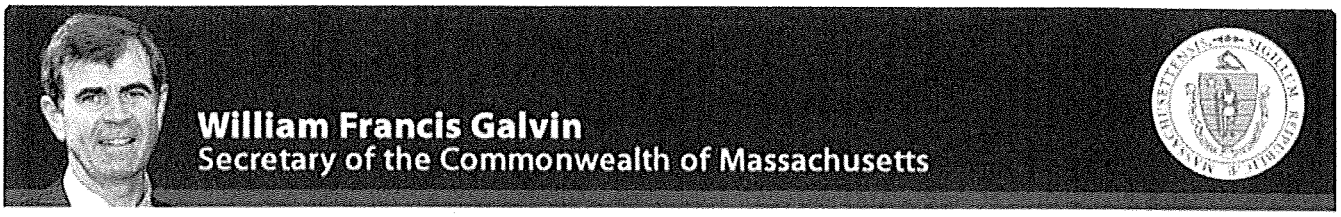

Corporations Division

Business Entity results

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Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
RUSSELL , DAVID F	VICE PRESIDENT	149 PAKACHOAG ST AUBURN, MA 01501 USA	**WORCESTER MASONIC CHARITY AND EDUCATIONAL ASSOC.**	042004834	000000424
RUSSELL JR, DAVID F	PRESIDENT	165 BELMONT STREET BROCKTON, MA 02301 USA	**DAVID F. RUSSELL FUNERAL HOME, INC.**	042463583	
RUSSELL JR, DAVID F	TREASURER	165 BELMONT STREET BROCKTON, MA 02301 USA	**DAVID F. RUSSELL FUNERAL HOME, INC.**	042463583	
RUSSELL JR, DAVID F	SECRETARY	165 BELMONT STREET BROCKTON, MA 02301 USA	**DAVID F. RUSSELL FUNERAL HOME, INC.**	042463583	
RUSSELL JR, DAVID F	DIRECTOR	314 WEST STREET BROCKTON, MA 02301 USA	**DAVID F. RUSSELL FUNERAL HOME, INC.**	042463583	
RUSSELL , DAVID F.	DIRECTOR	18 ROUTE 6A SANDWICH, MA 02563 USA	**JODAKA, INC.**	141865736	000832377
RUSSELL , DAVID F.	SECRETARY	18 ROUTE 6A SANDWICH, MA 02563 USA	**JODAKA, INC.**	141865736	000832377
RUSSELL , DAVID F.	TREASURER	18 ROUTE 6A SANDWICH, MA 02563 USA	**JODAKA, INC.**	141865736	000832377
RUSSELL , DAVID F.	TREASURER	149 PAKACHOAG ST., AUBURN, MA 01501 USA	**NEW ENGLAND JOINT COMMITTEE ON LEARNING DISABILITES, INC.**	223225699	000380646
RUSSELL , DAVID F.	REAL PROPERTY		**RUSSELL CONSULTING LLC**	464250630	
	MANAGER			464250630	

RUSSELL , DAVID F.			**RUSSELL CONSULTING LLC**		
RUSSELL , DAVID F.	PRESIDENT	9 CONWAY ST ROSLINDALE, MA 02131 USA	**RUSSELL EDUCATIONAL SERVICES, INC.**	000994281	
RUSSELL , DAVID F.	SECRETARY	9 CONWAY ST ROSLINDALE, MA 02131 USA	**RUSSELL EDUCATIONAL SERVICES, INC.**	000994281	
RUSSELL , DAVID F.	DIRECTOR	9 CONWAY ST ROSLINDALE, MA 02131 USA	**RUSSELL EDUCATIONAL SERVICES, INC.**	000994281	
RUSSELL , DAVID F.	TREASURER	9 CONWAY ST ROSLINDALE, MA 02131 USA	**RUSSELL EDUCATIONAL SERVICES, INC.**	000994281	
RUSSELL JR., DAVID F.	PRESIDENT	314 WEST ST., BROCKTON, MA 02401 USA	**RUSSELL LIVERY SERVICE, INC.**	043276537	000499439
RUSSELL JR., DAVID F.	TREASURER	314 WEST ST., BROCKTON, MA 02401 USA	**RUSSELL LIVERY SERVICE, INC.**	043276537	000499439
RUSSELL JR., DAVID F.	SECRETARY	314 WEST ST., BROCKTON, MA 02401 USA	**RUSSELL LIVERY SERVICE, INC.**	043276537	000499439
RUSSELL , DAVID G	REAL PROPERTY		**360 CHURCH, LLC**	472652761	
RUSSELL , DAVID G	MANAGER		**722 PLANTATION, LLC**	204310221	000915704
RUSSELL , DAVID G	REAL PROPERTY		**722 PLANTATION, LLC**	204310221	000915704
RUSSELL, DAVID I.	TREASURER	240 EAST 47TH ST., NY, NY USA 240 EAST 47TH ST., NY, NY USA	**S.G. WARBURG, ROWE & PITMAN, AKROYD INC.**	132681492	
RUSSELL, DAVID I.	PRESIDENT	240 EAST 47TH ST., NY, NY USA 240 EAST 47TH ST., NY, NY USA	**S.G. WARBURG, ROWE & PITMAN, AKROYD INC.**	132681492	
RUSSELL , DAVID O.	PRESIDENT	8075 WEST 3RD STREET #310 LOS ANGELES, CA 90048 USA	**KANZEON CORP.**	001103906	
RUSSELL , DAVID OWEN	TREASURER	9200 W SUNSET BLVD SUITE 600 LOS ANGELES, CA 90069 USA	**KANZEON CORP.**	001179021	

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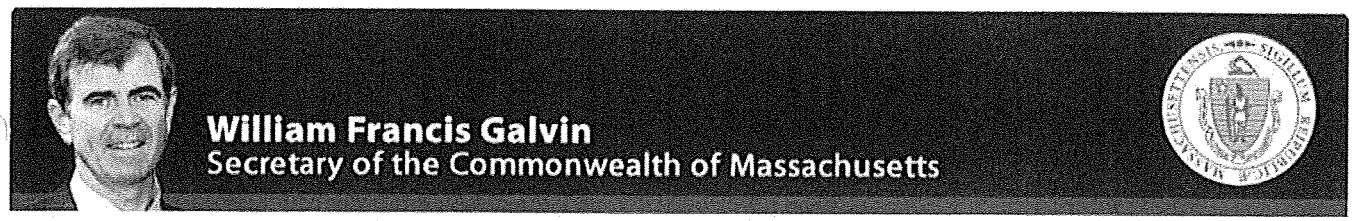


Corporations Division

Business Entity results

Number of records: 136 **Number of pages: 6** Print results

Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.
RUSSELL , DAVID OWEN	SECRETARY	9200 W SUNSET BLVD SUITE 600 LOS ANGELES, CA 90069 USA	**KANZEON CORP.**	001179021	
RUSSELL , DAVID OWEN	PRESIDENT	9200 W SUNSET BLVD SUITE 600 LOS ANGELES, CA 90069 USA	**KANZEON CORP.**	001179021	
RUSSELL , DAVID OWEN	DIRECTOR	9200 W SUNSET BLVD SUITE 600 LOS ANGELES, CA 90069 USA	**KANZEON CORP.**	001179021	
RUSSELL, DAVID W.	TREASURER	57 OWENS AVE.,DEFUNIAK SPRINGS, FL USA 57 OWENS AVE.,DEFUNIAK SPRINGS, FL USA	**DAVID CLARK ASSOCIATES, INC.**	043013384	000273081
RUSSELL, DAVID W.	PRESIDENT	57 OWENS AVE.,DEFUNIAK SPRINGS, FL USA 57 OWENS AVE.,DEFUNIAK SPRINGS, FL USA	**DAVID CLARK ASSOCIATES, INC.**	043013384	000273081
RUSSELL , DAVID WAYNE	PRESIDENT	12A DUNSTABLE STREET CHARLESTOWN, MA 02129 USA	**RUSSELL CONSTRUCTION SERVICES INC.**	001305491	
RUSSELL , DAVID WAYNE	DIRECTOR	12A DUNSTABLE STREET CHARLESTOWN, MA 02129 USA	**RUSSELL CONSTRUCTION SERVICES INC.**	001305491	
RUSSELL , DAVID WAYNE	PRESIDENT	12A DUNSTABLE STREET CHARLESTOWN, MA 02129 USA	**RUSSELL CONSTRUCTION SERVICES INC.**	001305491	

RUSSELL , DAVID WAYNE	TREASURER	12A DUNSTABLE STREET CHARLESTOWN, MA 02129 USA	**RUSSELL CONSTRUCTION SERVICES INC.**	001305491	
RUSSELL , DAVID WAYNE	SECRETARY	12A DUNSTABLE STREET CHARLESTOWN, MA 02129 USA	**RUSSELL CONSTRUCTION SERVICES INC.**	001305491	
RUSSELL JR. , DAVID F	DIRECTOR	314 WEST ST BROCKTON, MA 02301 USA	**RUSSELL LIVERY SERVICE, INC.**	043276537	000499439
123456					

New Search

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

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Meadowview Condominiums

Notice

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

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

Date notice of application sent to DHCD: _____

Fees *(all fees should be submitted to MassHousing)*

MassHousing Application Processing Fee ($2500) Payable to MassHousing: 2500.00

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

a. Base Fee: 2500.00
(Limited Dividend Sponsor $2500, Non-Profit or Public Agency Sponsor $1,000)

b. Unit Fee: 3800.00
(Limited Dividend Sponsor $50 per unit, Non-Profit or Public Agency Sponsor $30 per unit)

Land Appraisal Cost

You will be required to pay for an "as-is" market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.

Required Attachments Relating to Section 7

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

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

7.3 Copy of notice of application sent to DHCD

7.4 Check made out to MassHousing for Processing Fee ($2500)

7.5 Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee ($6300.00)

7.6 W-9 (Taxpayer Identification Number)

Section 7.1

Narrative of Prior Conversations with Town Officials

Section 7.1

- Applicants met with the Town Manager, Neil Harrington on several occasions. The purpose of the meeting was to introduce him to the concept of the project and to seek his support of the concept and density of the project. Specifically, the size of the units were designed to fill an unmet need in the town; small units with at grade access for 50% of the project and moderately priced.

- Applicants met with the Town Planner, Lisa Pearson to introduce her to the project concept. We also discussed sidewalks to Lafayette Road and the possibility of connections from the towns growing rail trail system to the proposed site. Both will be explored further during the approval process.

- Applicants met with the Town Assessor, Cheryl Gorniewicz to discuss the project concept, it's density and relevant matters relating to fiscal impact which we believe will be very positive.

- Applicants met with Captain Andrew Murphy of the Salisbury fire department to review the proposed conceptual site plan with him. As applicants, we always strive to meet very early in the project approval process with the fire department to discuss relevant items such as the overall Street layout, turning movements for various fire apparatus and fire hydrant locations.

Section 7.2

Evidence of Notification to Town

DESCHENES & FARRELL, P.C.
Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

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

**Admitted in MA and NH*

June 1, 2020

Salisbury Board of Selectmen
Salisbury Town Hall
5 Beach Road
Salisbury, MA 01952

RE: 40B Housing Project
6-12 Forest Road, Salisbury, MA

Dear Members of the Board:

Deschenes & Farrell, PC is representing 6 Forest Road, LLC, David Russell, Manager and Steven Paquette, Manager, for the purpose of developing a 76-unit townhouse community development at 6-12 Forest Road, Salisbury, MA. In accordance with Section 31.01(2)c of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to formally notify the Town of Salisbury that a request for a site approval letter has been made by David Russell and Steven Paquette under MassHousing's New England Fund Program for this development. I have enclosed for your review a copy of the same Site Eligibility Application that was submitted to MassHousing.

We look forward to discussing this project with the Town in greater detail and formally presenting this application to the Zoning Board of Appeals in the near future. We appreciate any additional comments contributed by municipal officials as we move forward in this process.

Sincerely,
Deschenes & Farrell, PC

Melissa Robbins

Melissa E. Robbins

MER/tmg

Section 7.3

Evidence of Notification to DHCD

DESCHENES & FARRELL, P.C.
Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

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

**Admitted in MA and NH*

June 1, 2020

Director
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: **6 Forest Road, LLC – 40B Housing Project**
6-12 Forest Road, Salisbury, MA

Dear Sir or Madam,

We represent 6 Forest Road, LLC, David Russell, Manager and Steven Paquette, Manager, and are providing you notice pursuant to 760 CMR 31.01(2)(c) that an application has been made with a subsidizing agency for approval of the above referenced project. More specifically, Mr. Russell and Mr. Paquette has filed an application with MassHousing for funding of the project under the MassHousing Housing Starts Program.

Please contact me with any comments or questions you may have. Thank you for your time and consideration in this matter.

Sincerely,
Deschenes & Farrell, PC

Melissa E. Robbins

MER/tmg

Section 7.4

Check for Processing Fee

1006

Forest Salisbury, LLC
130 Parker St, Suite 20
Lawrence, MA 01843

NORTH SHORE BANK
Well north of your expectations.™
53-7129/2113

5/12/2020

PAY TO THE ORDER OF Mass Housing

$ **2,500.00

Two Thousand Five Hundred and 00/100********** DOLLARS

Mass Housing

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001006⑈ ⑆211371298⑆ 9938230 2⑈

Forest Salisbury LLC

1006

Mass Housing	5/12/2020	2,500.00

North Shore Bank - 23	2,500.00

Section 7.5

Check for MassHousing Partnership

1007

Forest Salisbury, LLC
130 Parker St, Suite 20
Lawrence, MA 01843

NORTH SHORE BANK
Well north of your expectations.™
53-7129/2113

5/12/2020

PAY TO THE ORDER OF Mass Housing Partnership

$ **6,300.00

Six Thousand Three Hundred and 00/100********** DOLLARS

Mass Housing Partnership

MEMO

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001007⑈ ⑆211371298⑆ 9938230 2⑈

Forest Salisbury LLC

1007

Mass Housing Partnership 5/12/2020 6,300.00

North Shore Bank - 23 6,300.00

Section 7.6

W-9

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
6 Forest Road, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
71 Commercial Street, #263

Requester's name and address (optional)

6 City, state, and ZIP code
Boston, MA 02109

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 5 - 0 8 0 7 1 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Application Checklist

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

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

1.0	☒	* Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by one (1) electronic copy of the completed application package
1.1	☒	* Location Map
1.2	☒	Tax Map
1.3	☒	* Directions to the proposed Site
2.1	☒	* Existing Conditions Plan
2.2	☒	Aerial Photographs
2.3	☒	Site/Context Photographs
2.4	☒	* Documentation Regarding Site Characteristics/Constraints
2.5	☒	* By Right Site Plan, if applicable
3.1	☒	* Preliminary Site Layout Plan(s)
3.2	☒	* Graphic Representations of Project/Preliminary Architectural Plans
3.3	☒	* Narrative Description of Design Approach
3.4	☒	* Tabular Zoning Analysis
3.5	☒	Sustainable Development Principles Evaluation Assessment Form
4.1	☒	* Evidence of site control *(documents and any plans referenced therein)*
	☐	Land Disposition Agreement, if applicable
5.1	☒	* NEF Lender Letter of Interest
5.2	☒	Market Sales Comparables
5.3	☐	Market Study, if required by MassHousing N/A
6.1	☒	* Development Team Qualifications
6.3	☒	Applicant's Certification *(any required additional sheets)*
7.1	☒	Narrative describing prior contact *(if any)* with municipal officials
7.2	☒	* Evidence that a copy of the application package has been received by the Chief Elected Official in the municipality *(may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing)*
7.3	☒	Copy of notification letter to DHCD
7.4	☒	*$2,500 Fee payable to MassHousing *(once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required)*
7.5	☒	**Technical Assistance/Mediation Fee payable to Massachusetts Housing Partnership.* $6,300.00
7.6	X	W-9
6.2	X	Applicants 40B Experience (see 6.1)
6.4	X	List of Applicant Entities

Exhibit E

Project Eligibility Letter

MASSHOUSING

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

TEL: 617.854.1000
FAX: 617.854.1091 | www.masshousing.com
Videophone: 857.366.4157 or Relay: 711

August 28, 2020

Steven Paquette, Manager
Meadowview Condominiums, LLC
P.O. Box 1037
Pelham, NH 03076

Re: Meadowview Condominiums
Project Eligibility/Site Approval
MH ID No. 1083

Dear Mr. Paquette:

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

You have proposed to build seventy-six (76) units, including nineteen (19) affordable units of homeownership housing (the "Project") on a 24.12-acre site located on Forest Road (the "Site") in Salisbury (the "Municipality").

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

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.

Municipal Comments

Pursuant to the Regulations, the Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments and recommendations to MassHousing. The Board of Selectmen submitted a letter on June 30, 2020, summarizing comments from municipal officials and staff. The following concerns were identified in their comments:

- The Municipality emphasized that part of the Site sits in sensitive wetlands, and as such any development of this Site must be designed to protect the surrounding wetlands. Further, the

Charles D. Baker, *Governor* | Michael J. Dirrane, *Chairman* | Chrystal Kornegay, *Executive Director*
Karyn E. Polito, *Lt. Governor* | Ping Yin Chai, *Vice Chair*

Municipality noted that a cluster housing approach with good stormwater management and a reduced number of units may produce a Project that will be an asset to the Municipality.

- The Municipality expressed concern about the additional traffic that would be generated by the Project, and associated safety impacts on area roadways and intersections, particularly the intersections at Forest Road and Lafayette Road. Pedestrian safety was also identified as a concern considering the lack of sidewalks in the area.

- The Municipality is concerned about pricing for the affordable units given that Salisbury is included in the Boston pricing guidelines and suggests that the affordable units be priced for affordability at 60% of area median income (AMI), not 80% AMI, and that there be a local preference implemented for as many units as allowed.

- The Municipality emphasized that the Applicant should include some recreational elements, such as a walking trail or an appropriately sized playground for future resident's use.

- The Municipality requests that the Applicant utilize underground utilities for the Site.

MassHousing Determination and Recommendations

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval.[1] As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals (the "ZBA") of the Municipality for a Comprehensive Permit. At that time, local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing's Site and design review, the following issues should be addressed in your application to the ZBA, and you should be prepared to explore them more fully during the public hearing process:

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

- The Applicant should be prepared to provide a detailed traffic study assessing potential impacts of the Project on area roadways. The traffic study or other professional site design process

[1] MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.

should address proposed on-site circulation and parking to ensure compliance with public safety standards and good design practice relative to drive-aisle widths, turning radii and sight distances.

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

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

This approval is expressly limited to the development of no more than seventy-six (76) homeownership units under the terms of the Program, of which not less than nineteen (19) of such units shall be restricted as affordable for low or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a Comprehensive Permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new site approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new site approval application for review by MassHousing.

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

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

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

Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing

Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a "final draft" of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.

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

Sincerely,

Colin M. McNiece
General Counsel

cc: Jennifer Maddox, Undersecretary, DHCD
The Honorable Diana DiZoglio
The Honorable James M. Kelcourse
Freeman Condon, Chair, Board of Selectmen
Susan Pawlisheck, Chair, Board of Appeals

Attachment 1

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

Meadowview Condominiums, Project #1083

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

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

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income (AMI), adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Salisbury is $96,250.

A letter expressing interest for Project financing was provided by Lowell Five Bank, a member bank of the FHLBank Boston.

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

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

The Town of Salisbury does have a DHCD-approved Housing Production Plan. According to DHCD's Chapter 40B Subsidized Housing Inventory (SHI), updated through July 23, 2020, Salisbury has 582 Subsidized Housing Inventory (SHI) units (15.15% of its housing inventory), which exceeds the statutory minima of 10%.

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

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

Relationship to Adjacent Building Typology (Including building massing, site arrangement, and architectural details)

The neighborhood is primarily comprised of single-family homes on larger parcels of land. There are some multi-family homes and commercial uses found throughout the surrounding area. The Applicant proposes to introduce a different building type to the area, but these differences are mitigated by incorporating a design theme that takes cues from the prevailing architectural context. The Applicant's objective is to create a New England Village-style development which features attractive landscaping and homes facing a single drive through the site.

Though the buildings have a townhouse style appearance, they will contain garden-style units on two floors. There will be 51, two-bedroom, market-rate units that will be 1,100 square feet in size; six, three-bedroom, market-rate units that will be 1,400 square feet in size. The affordable two-unit townhomes (17) will be 1,100 square feet and the affordable three-unit townhomes (2) will be 1,400 square feet. Each unit will have two bathrooms and single-car garages. Some units will have either decks or patios.

Relationship to Adjacent Streets

The Site is in central Salisbury, less than 0.5 miles north of the Town's central business district – Salisbury Village (sometimes called Salisbury Square). The property is 2.8 miles west of Salisbury Beach and the Salisbury Beach State Reservation, 2.6 miles west of the Route 95 / 110 interchange with quick connection to Route 495, and 2.2 miles south of the New Hampshire State Line (Seabrook). Forest Street twists north serving as a connector road to a few side streets as well as Seabrook Road which eventually connects to South Main Street and Route 286 in Seabrook.

The immediate area surrounding the Site includes residential uses including several older single-family homes and a new subdivision with single-family homes found adjacent to the Site. Directly off Forest Street are mostly business or commercial uses. The proposed Site access and egress onto Forest Street does not present any discernable public safety impacts. There appear to be adequate lines of sight for vehicles entering and exiting the proposed Site.

Density

The Applicant proposes to build seventy-six (76) homes on 24.12 acres, of which 14.26 acres are buildable. The resulting density is 5.32 units per buildable acre, which is acceptable given the proposed housing type and the uses found in the surrounding context.

Conceptual Site Plan

The Applicant has taken into consideration the site constraints, wetlands and topographical features of the Site to provide safe access and egress for future residents. The Site consists of 24.12 acres of land, and 14.26 acres are buildable. A 2,190-foot private cul-de-sac will wind through the acreage providing frontage for the 36 proposed buildings – 34 duplex structures containing 68 units and two four-plex structures containing eight units. The site plan largely concentrates development at the Site's central core, leaving large vegetated open areas and some uplands undeveloped. The homes will be clustered together in several areas to create a village-style community. The wetland resources are predominant features of the Site that may create open space opportunities, such as walking trails and other recreational activities.

Topography

The subject property is gently rolling with slight variations in grade where the wetlands are located. The Site is characterized by numerous wetland areas. The topographic features of the Site have been considered in relationship to the proposed Project plans and do not constitute an impediment to development of the Site.

Environmental Resources
The Site is a large parcel with undisturbed wetland areas. Wetlands found throughout the Site will limit the development to upland areas identified by the Applicant. Development of the Site will require careful attention to current best management Practices to avoid any adverse impacts to the protected wetland resource areas. These resource areas will ultimately serve to break down the perceived massing of the Site, provide visual screening, and surround the residential portions of the Site with natural features. Wetland resources in these areas will be subject to further review by the local Conservation Commission under a Notice of Intent.

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

The Project appears financially feasible based on a comparison of sales submitted by the Applicant.

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

The initial pro forma has been reviewed for the proposed residential use, and the Project appears financially feasible with a projected profit margin of 16.23%. In addition, a third-party appraisal commissioned by MassHousing has determined that the "As Is" land value for the Site of the proposed Project is $790,000.

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

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

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

The Applicant controls the entire 24.12-acre Site under a Purchase and Sale agreement with an expiration date of October 1, 2020.

F

Exhibit F

Affordable Housing Restriction

AFFORDABLE HOUSING RESTRICTION

For Projects in Which
Affordability Restrictions Survive Foreclosure

THIS AFFORDABLE HOUSING RESTRICTION (this "Restriction") is:
☐ incorporated in and made part of that certain deed (the "Deed") of certain property (the "Property") from _____ _____ ("Grantor") to _____ ("Owner") dated _____, 20__; or
☐ being granted in connection with a financing or refinancing secured by a mortgage on the Property dated _____, 20__. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

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

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

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

(ii) ☐ subject to a Regulatory Agreement among _____ _____ (the "Developer"), ☐ Massachusetts Housing Finance Agency ("MassHousing"), ☐ the Massachusetts Department of Housing and Community Development] ("DHCD") ☐ the Municipality; and ☐ _____ _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and/or

(iii) ☐ subsidized by the federal or state government under _____ _____

_____, a program to assist construction of low or moderate income housing the "Program"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] _____ percent (_____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided

that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

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

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

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

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

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

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

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

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

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

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in

connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

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

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after

receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

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

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

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

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

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

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

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

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

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

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

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the

Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

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

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

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

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

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of

the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

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

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

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

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

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association ("Fannie Mae") when it is assignee of the Mortgagee's rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the

purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

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

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

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

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

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

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

Municipality: _____

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

Owner:

Monitoring Agent[s]
(1)

(2)

Others:

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

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

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

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

(i) specific performance of the provisions of this Restriction;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

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

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

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring

Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Restriction as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Restriction as the Municipality and Monitoring Agent.

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

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

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

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

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

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

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

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

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

Owner:

By: _____ By: _____

_____[Space Below This Line for Acknowledgement]_____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

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

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

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

_____
Notary Public:
My commission expires:

Exhibit G

ProForma

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

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

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

Name of Proposed Project: Meadowview Condominiums

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

Sales / Revenue

Market	19,503,000.00
Affordable	3,631,000.00
Related Party	0.00
Other Income	0.00
Total Sales/Revenue	23,134,000.00

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value *(to be determined by MassHousing commissioned appraisal)* plus reasonable carrying costs.	790,000

Costs

Item	Budgeted
Acquisition Cost	
Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	790,000.00
Subtotal Acquisition Costs	790,000.00
Construction Costs-Residential Construction (Hard Costs)	
Building Structure Costs	11,843,000.00
Hard Cost Contingency	592,150.00
Subtotal – Residential Construction (Hard Costs)	12,435,150.00

Costs

Item	Budgeted
Construction Costs-Site Work (Hard Costs)	
Earth Work	0.00
Utilities: On Site	610,000.00
Utilities: Off-Site	0.00
Roads and Walks	2,100,000.00
Site Improvement	700,000.00
Lawns and Planting	250,000.00
Geotechnical Condition	0.00
Environmental Remediation	0.00
Demolition	0.00
Unusual Site Conditions/Other Site Work	0.00
Subtotal -Site Work (Hard Costs)	3,660,000.00
Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	100,000.00
Builder's Overhead	100,000.00
Builder's Profit	0.00
Subtotal - General Conditions Builder's Overhead and Profit (Hard Costs)	200,000.00
General Development Costs (Soft Costs)	
Appraisal and Marketing Study *(not 40B "as is" appraisal)*	5,000.00
Lottery	7,500.00
Commissions/Advertising-Affordable	0.00
Commissions/Advertising-Market	975,150.00
Model Unit	30,000.00
Closing Costs *(unit sales)*	200,000.00
Real Estate Taxes *(during construction)*	50,000.00
Utility Usage *(during construction)*	30,000.00
Insurance *(during construction)*	25,000.00
Security *(during construction)*	0.00
Inspecting Engineer	0.00
Fees to Others	10,000.00
Construction Loan Interest	500,000.00
Fees to Construction Lender	50,000.00
Architectural	40,000.00
Engineering	110,000.00
Survey, Permits, Etc.	100,000.00
Clerk of the Works	
Construction Manager	90,000.00

Item	Budgeted
General Development Costs (Soft Costs) – *Continued*	
Bond Premiums *(Payment/Performance/Lien Bond)*	0.00
Legal	75,000.00
Title *(including title insurance)* and Recording	0.00
Accounting and Cost Certification *(incl. 40B)*	36,000.00
Relocation	0.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	6,300.00
40B Land Appraisal Cost *(as-is value)*	5,000.00
40B Final Approval Processing Fee	5,000.00
40B Subsidizing Agency Cost Certification Examination Fee	5,000.00
40B Monitoring Agent Fees	2,500.00
40B Surety Fees	0.00
Other Financing Fees	0.00
Development Consultant	0.00
Other Consultants *(describe)*	0.00
Other Consultants *(describe)*	0.00
Soft Cost Contingency	0.00
Other General Development (Soft) Costs	0.00
Subtotal – General Development Costs (Soft Costs)	2,359,950.00
Developer Overhead	
Developer Overhead	1,249,840.00
Subtotal – Developer Overhead	1,249,840.00
Summary of Subtotals	
Sales/Revenue	23,134,000.00
Site Acquisition	790,000.00
Residential Construction	12,435,150.00
Site Work	3,660,000.00
Builder's Overhead, Profit and General Conditions	200,000.00
General Development Costs	2,359,950.00
Developer Overhead	1,249,840.00
Summary	
Total Sales/Revenue	23,134,000.00
Total Development Costs (TDC)	20,694,940.00
Profit (Loss) from Sales/Revenue	2,439,060.00
Percentage of Profit (Loss) Over the Total Development Costs	11.79%

H

Exhibit H

Regulatory Agreement

REGULATORY AGREEMENT

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

This Regulatory Agreement (this "Agreement") is made as of the __ day of _____ 20__, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency"), and _____, a Massachusetts _____, having an address at _____, and its successors and assigns (the "Developer").

RECITALS

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

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

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

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

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules, twenty-five percent (25%) of the units in the Project (__ units) (the "Affordable Units") will be sold at prices specified in this Agreement to Eligible Purchasers (as defined herein) and will be subject to resale restrictions as set forth herein; and

WHEREAS, the Subsidizing Agency may delegate to an affordability monitoring agent (the "Affordability Monitoring Agent") certain administration, monitoring and enforcement services regarding compliance of the Project with the Comprehensive Permit Rules during the period of affordability of the Affordable Units; and

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

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

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

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

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

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

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

DHCD shall mean the Department of Housing and Community Development.

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

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

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

Limited Dividend Requirement shall mean the obligations of the Developer described in Section 4 hereof.

Limited Dividend Monitoring Services Agreement shall have the meaning set forth in Section 4 hereof.

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

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

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

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

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

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

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

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

2. Construction Obligations. (a) The Developer agrees to construct the Project in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the "Plans and Specifications"), which are consistent with the minimum design and construction standards of the Subsidizing Agency applicable to

comprehensive permit projects in accordance with the Comprehensive Permit Guidelines, in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Project provided by the Developer to the Subsidizing Agency in its Application for Final Approval.

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

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

(b) Prior to the publication of any Marketing Documentation for the Affordable Units, the Developer shall request the Subsidizing Agency to calculate the Maximum Initial Sale Price for each Affordable Unit and shall advertise the price so calculated in marketing the Affordable Units. Prior to the delivery of the first deed for each Affordable Unit, the Developer shall notify the Subsidizing Agency of the actual purchase price for each Affordable Unit (which shall in no event be greater than the Maximum Initial Sale Price calculated by the Subsidizing Agency), and the Subsidizing Agency shall issue a Resale Price Certificate to the Developer calculating the Resale Price Multiplier. The Developer shall as a condition of the sale cause the purchaser to record the Resale Price Certificate immediately after the first deed of each Affordable Unit.

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

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

(b) Within one hundred-eighty (180) days after Substantial Completion of the Project, or, if later, within ninety (90) days of the date on which all units in the Project are sold, the Developer shall deliver to the Subsidizing Agency an itemized statement of Total Development Costs together with a statement of gross income from the Project received by the Developer to date in the format provided in the Subsidizing Agency's Cost Examination Program applicable to the Project along with all other documents required by the Cost Examination Program (the "Cost Examination"). The Cost Examination must be prepared and certified by a certified public accountant (satisfactory to the Subsidizing Agency) in accordance with the attestation standards established by the

American Institute of Certified Public Accountants. If all units in the Project have not been sold as of the date the Cost Examination is delivered to the Subsidizing Agency, the Developer shall at least once every ninety (90) days thereafter until such time as all of the Units are sold, deliver to the Subsidizing Agency an updated Cost Examination. If all units have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arm's-length sales of comparable units, and a final Cost Examination shall be required within ninety (90) days thereafter. The Subsidizing Agency may allow additional time for submission of the Cost Examination if significant issues are determined to exist which prevent the timely submission of the Cost Examination, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Examination within ninety (90) days of written notice to the Developer.

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

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

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

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

6. Developer's Representations, Covenants and Warranties. The Developer hereby represents, covenants and warrants as follows:

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

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

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

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

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

8. Restrictions on Transfers and Junior Encumbrances. Except for sales of units to homebuyers as permitted by the terms of this Agreement, Developer shall not sell, convey, transfer, ground lease, lease, exchange, pledge, assign, mortgage or otherwise transfer its interest, or any portion of its interest, in the Project or any portion

of the Project without the prior written consent of the Subsidizing Agency. In the event the Subsidizing Agency grants such approval, the Developer agrees, prior to any transfer of ownership of the Project or any portion thereof or interest therein, to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

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

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

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

(c) The Subsidizing Agency and the Affordability Monitoring Agent shall have access during normal business hours to all books and records of the Developer and

the Project in order to monitor the Developer's compliance with the terms of this Agreement.

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

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

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

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

The Subsidizing Agency:

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

Developer:

Affordability Monitoring Agent:

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

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

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

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

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

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

or filing including the date and instrument, book and page or registration number of the Agreement.

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

[*DEVELOPER*]

By: _____
Name:
Title:

MASSACHUSETTS HOUSING FINANCE AGENCY, as Subsidizing Agency as aforesaid

By: _____
Gregory P. Watson, Manager
Comprehensive Permit Programs

Acknowledgement of Zoning Board of Appeals

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

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

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

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

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

_____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, the _____ of

_____ , proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of _____.

_____

Notary Public
My commission expires:

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly appointed Chairman and members of the _____ Zoning Board of Appeals hereby acknowledge that, after due consideration of the Developer's request, pursuant to the requirements of 760 CMR 56.05(11), the Board hereby agrees that the foregoing Regulatory Agreement, including the terms and conditions of the form of Affordable Housing Restriction, Affordability Monitoring Services Agreement, and Limited Dividend Monitoring Services Agreement attached thereto, satisfy the requirements of the Comprehensive Permit as defined therein. Without limiting the generality of the foregoing, the units in the Project required to be affordable under the Comprehensive Permit shall be affordable if such units are subject to an Affordable Housing Restriction in the form attached to the foregoing Regulatory Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only to the extent in compliance with applicable state and federal fair housing rules; and compliance with the limited dividend requirement shall be determined solely by the Subsidizing Agency (as defined at 760 CMR 56.02) under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Guidelines. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.

_____ ZONING BOARD OF APPEALS

_____

Chairman

_____

_____

_____

_____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

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

_____
Notary Public
My commission expires:

EXHIBIT A

Legal Description

EXHIBIT B

Affordable Housing Restriction

(see attached)

EXHIBIT C

Affordable Housing Restriction Mortgage

(see attached)

EXHIBIT D

Limited Dividend Monitoring Services Agreement

(see attached)

EXHIBIT E

Affordability Monitoring Services Agreement

(see attached)

Exhibit I

Soil Report

Custom Soil Resource Report
Soil Map

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

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

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

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

Background
- Aerial Photography

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Essex County, Massachusetts, Northern Part
Survey Area Data: Version 15, Sep 12, 2019

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

Date(s) aerial images were photographed: Dec 31, 2009—Sep 12, 2016

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

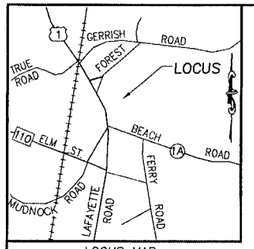
J

Exhibit J

Site Plans

"MEADOWVIEW AT SALISBURY"
CONDOMINIUM
AT
6 FOREST ROAD & MEADOWVIEW LANE
IN
SALISBURY, MA

OCTOBER 2020



LOCUS MAP
N.T.S.

OWNER OF RECORD

20/44 20/45

N/F FREEMAN J. AND MAUREEN F. CONDON REVOCABLE TRUST
BK. 21338 PG. 332

20/43 20/91

N/F FREEMAN J. AND MAUREEN F. CONDON REVOCABLE TRUST
BK. 21338 PG. 324

TOTAL AREA
1,173,380 S.F.
26.94 ACRES

PLAN BOOK 219 PLAN 91

PLAN INDEX

SHEET NO.	TITLE
C-1	COVER SHEET
C-2	EXISTING CONDITIONS PLAN
C-3	LEGEND/NOTES
C-4-6	GRADING PLANS
C-7-10	UTILITY PLAN & PROFILE
C-11	SITE DETAILS
C-12	SEWER DETAILS
C-13	DRAINAGE DETAILS
C-14	EROSION CONTROL DETAILS
C-15	SOIL LOGS
E-1-3	LIGHTING PLAN
L-1-2	LANDSCAPE PLAN
A1	ARCHITECTURAL PLAN

ZONING TABLE

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91 ZONING DISTRICT R-1	REQUIRED	EXISTING	PROPOSED
LOT AREA:	2 ACRES	26.94 ACRES	26.94 ACRES
LOT FRONTAGE:	200 FEET	725.26 FEET	725.26 FEET
FRONT SETBACK:	40 FEET	10.9 FEET	112.6 FT
SIDE SETBACK:	20 FEET	150.8 FEET	21.5 FT
REAR SETBACK:	20 FEET	1012.4 FEET	21.7 FT
LOT COVERAGE:	20% MAX	**	6.1%
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	< 35 FEET

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91 ZONING DISTRICT R-2	REQUIRED	EXISTING	PROPOSED
LOT AREA:	1 ACRES	26.94 ACRES	26.94 ACRES
LOT FRONTAGE:	150 FEET	725.26 FEET	725.26 FEET
FRONT SETBACK:	40 FEET	10.9 FEET	112.6 FT
SIDE SETBACK:	20 FEET	150.8 FEET	21.5 FT
REAR SETBACK:	20 FEET	1012.4 FEET	21.7 FT
LOT COVERAGE:	25% MAX	**	6.1%
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	< 35 FEET

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100'

COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER M. YOUNG
No. 49181
REGISTERED PROFESSIONAL ENGINEER
10-26-20

PREPARED FOR
6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MEI **MILLENNIUM ENGINEERING, INC.**
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

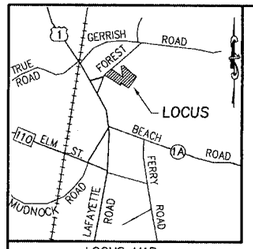
SCALE: 1"=60' | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

COVER SHEET

SHEET: C-1

E:\cadd\proj\2019\M193659\dwg\M193659-5.dwg 10/29/2020 4:58:52 PM EDT



LOCUS MAP
N.T.S.

ZONING TABLE

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91
ZONING DISTRICT R-2

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	1 ACRES	26.94 ACRES	**
LOT FRONTAGE:	150 FEET	725.26 FEET	**
FRONT SETBACK:	40 FEET	10.9 FEET	**
SIDE SETBACK:	20 FEET	150.8 FEET	**
REAR SETBACK:	20 FEET	1012.4 FEET	**
LOT COVERAGE:	25%	**	**
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	**

ZONING TABLE

6 FOREST ROAD – ASSESSORS MAP 20 LOTS 43, 44, 45 & 91
ZONING DISTRICT R-1

	REQUIRED	EXISTING	PROPOSED
LOT AREA:	2 ACRES	26.94 ACRES	**
LOT FRONTAGE:	200 FEET	725.26 FEET	**
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SIDE SETBACK:	20 FEET	150.8 FEET	**
REAR SETBACK:	20 FEET	1012.4 FEET	**
LOT COVERAGE:	20%	**	**
OPEN SPACE:	N/A	**	**
BLDG HEIGHT:	35 FEET	**	**

SCHOOLHOUSE LANE
FOREST ROAD
GARAFALO LANE
SMALL POX BROOK
PLAN BOOK 218 PLAN 91

N/F RONALD E. LYNCH
BK. 15474 PG. 15

N/F JOHN J. & SHIRLEY J. DEOROCKI
BK. 7258 PG. 489

N/F CHARLES K. & SUSAN J. ST. CYR
BK. 16446 PG. 217

N/F KELLY C BURKE-ANDERSON & WILLIAM M ANDERSON
BK. 15376 PG. 135

N/F STEPHEN & NANCY PIVACEK
BK. 16501 PG. 337

N/F GREGORY BIDGOOD
BK. 37757 PG. 368

N/F DEREK A. WALLACE
BK. 23986 PG. 17

N/F CARLYN CAROLUPO
BK. 36863 PG. 136

N/F RYAN M. & KRISTIN L. SPINNEY
BK. 27649 PG. 508

N/F AMANDA L. & MARK A. BURNHAM
BK. 32416 PG. 72

N/F JOYCE M. HARTI, PAMELA DREW, ROBERT DREW
BK. 34312 PG. 3

N/F BRENDA A. DUBE
BK. 33806 PG. 91

N/F GEORGE S., JR. & LORI B. MOWBRAY
BK. 27111 PG. 602

N/F SANNY KAHN & TANIA ISLAM
BK. 28314 PG. 166

N/F SHAWN T. & NELLIE A. ROBINSON
BK. 26643 PG. 494

N/F SALISBURY CONSERVATION COMMISSION
BK. 21893 PG. 188

N 59°18'24" E 42.22'
N 59°31'48" E 55.05'
N 57°26'09" E 66.70'
S 64°53'02" E 295.11'
S 68°33'02" E 238.74'
S 73°12'42" E 101.20'
S 74°28'27" E 152.84'
S 76°44'56" E 148.43'
S 76°44'56" E 35.26'
S 16°32'43" W 363.32'
S 16°32'43" W 204.43'
S 16°34'15" W 124.83'
S 16°38'29" W 163.33'
631.50'
800.69'
N 27°41'12" W
S 75°41'10" E
N 38°59'04" E 128.67'
N 27°52'21" E 102.38'
N 27°52'21" E 182.45'
247.69'
N 78°25'12" W
844.34'
N 77°31'41" W
N 77°27'09" W 164.44'
N 77°11'57" W 157.77'
N 81°25'43" W 43.69'
N 75°58'25" W
148.44'
S 13°45'01" W 124.37'
246.59'

FEMA FLOOD ZONE LINE
R-2 RESIDENTIAL
R-1 RESIDENTIAL
ZONE AE (ELEV. 9 FEET)
HAZARD

100' RIVERFRONT ZONE
200' RIVERFRONT ZONE
100' WETLAND BUFFER
50' WETLAND BUFFER
25' WETLAND BUFFER

LOT 44A DEED BK. 21338 PG. 324
LOT 44E DEED BK. 21338 PG. 324
PARCEL 1 DEED BK. 21338 PG. 332
PARCEL 2 DEED BK. 21338 PG. 332

D.H. FND.
I.P. FND.
I ROD FND.
D.H.S.B. FND.
D.H. FND. (HELD)

SMH RIM=26.2 INV. IN=15.6 INV. IN=15.1 INV. OUT=15.1
SMH RIM=28.2 INV. IN=14.9 INV. IN=14.9 INV. OUT=14.9
SMH RIM=25.5 INV. IN=15.3 INV. OUT=15.3
CB RIM=20.1
OUTLET INV=21.3 8" HDPE
OUTLET INV=22.8 12" HDPE
SMH RIM=25.3 INV. IN=16.5 (8" PVC)
OUTLET INV=23.0 12" HDPE
SMH RIM=27.0 INV. OUT=21.0 (8" PVC)
OUTLET INV=23.9 12" HDPE
SMH RIM=28.7 INV. IN=19.5 (8" PVC) INV. IN=19.5 (8" PVC) INV. OUT=19.4 (8" PVC)

TOTAL AREA
1,173,380 sq.ft.
26.94 ACRES
UPLAND AREA=
781,681 S.F.
17.94 ACRES

LEGEND

S.B.	STONE BOUND
D.H.	DRILL HOLE
I.P.	IRON PIPE
I ROD	IRON ROD
FND.	FOUND
N/F	NOW OR FORMERLY
0/00	ASSESSORS MAP# PARCEL#

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60'

THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN/CITY ASSESSORS RECORDS.

I CERTIFY:
THAT THE PROPERTY LINES SHOWN ARE THE LINES OF EXISTING OWNERSHIP AND THE LINES OF STREETS AND WAYS SHOWN ARE THE LINES OF STREETS AND WAYS ALREADY EXISTING AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW STREETS OR WAYS ARE SHOWN.

I CERTIFY:
THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND BETWEEN NOVEMBER, 2019 AND JANUARY, 2020.

THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.

COMMONWEALTH OF MASSACHUSETTS
JEFFREY S. HOFMANN
36383
REGISTERED PROFESSIONAL LAND SURVEYOR

PROFESSIONAL LAND SURVEYOR — 10/26/20 DATE

PREPARED FOR
6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=60' | CALC. BY: P.D.B.
DATE: OCT. 26, 2020 | CHKD. BY: J.S.H.
PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

EXISTING CONDITIONS
SHEET: C-2

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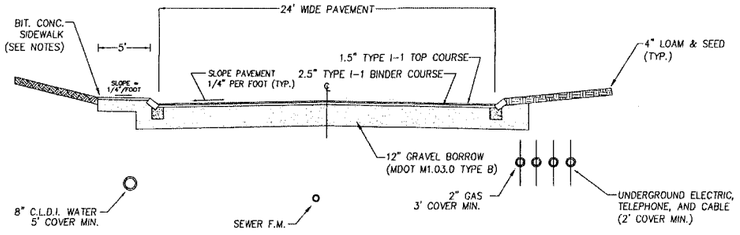
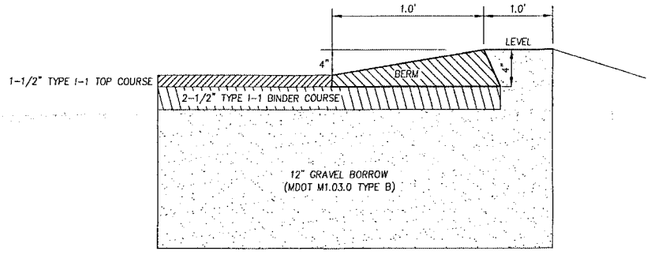


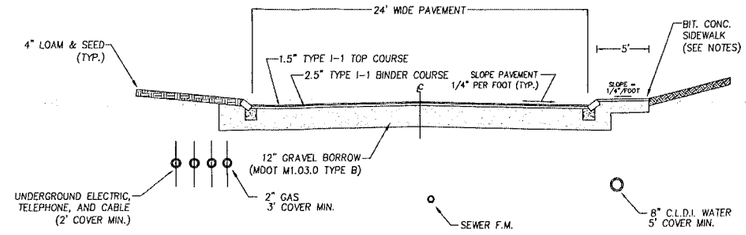
ROADWAY CROSS-SECTION
STA. 0+00 TO STA. 17+50±

N.T.S.



CAPE COD BITUMINOUS CONCRETE BERM DETAIL

N.T.S.



ROADWAY CROSS-SECTION
STA. 17+50± TO STA. 24+00±

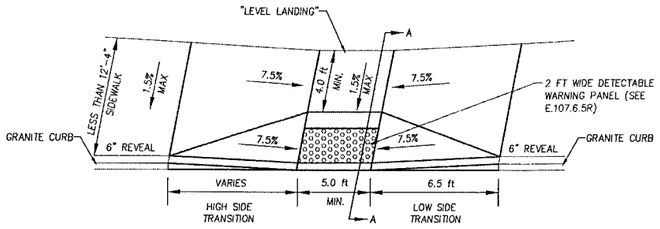
N.T.S.

LEGEND

EXISTING	PROPOSED	
□	■CB	CATCH BASIN (OR GUTTER INLET, OR LEACHING BASIN)
□	■CBCI (OR GICI)	CATCH BASIN (OR GUTTER INLET) WITH CURB INLET
		CURB (OR BERM) – TYPE NOTED
		EDGE OF ROAD
	108	CONTOUR
		SEWER MANHOLE
		DRAINAGE MANHOLE
		GAS GATE
		WATER GATE
		SEPTIC TANK
		HYDRANT
F.A.	● FA	FIRE ALARM BOX
		POST MOUNTED PEDESTRIAN LIGHT
		UTILITY POLE
D	D	DRAIN PIPE
S	S	SEWER MAIN
S		SEWER FORCE MAIN
UE	UE	UNDERGROUND ELECTRIC
W	W	WATER MAIN
MB	■MB	MAIL BOX
		HIGHWAY GUARD (TYPE NOTED)
x x	x x	FENCE (SIZE AND TYPE NOTED)
		EASEMENT LINE
		PROPERTY LINE
		100 FT BUFFER ZONE
S 00°00'00"E 112.34	PC S 00°00'00"E +12.34	BASE OR SURVEY LINE
		CONSTRUCTION BASELINE
		WHEELCHAIR RAMP (WCR)
		CONCRETE SIDEWALK
		HAND CORE
	SF	SILT SOCK
		WETLAND
		INFILTRATOR

SURVEY

120	WETLAND DELINEATION FLAG
C.B.	CONCRETE BOUND
S.B.	STONE BOUND
D.H.	DRILL HOLE
PK	MASONRY NAIL
I.P.	IRON PIPE
I ROD	IRON ROD
FND.	FOUND
N/FND.	NOT FOUND
0/00	ASSESSORS MAP AND PARCEL

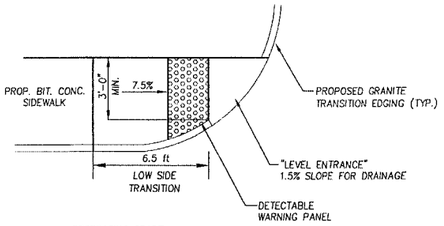


NOTES:

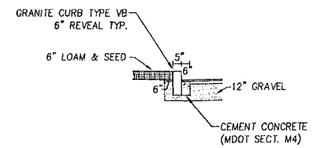
1. RAMP CROSS SECTION TO BE SAME AS SIDEWALK; I.E. DEPTH OF SURFACE AND FOUNDATION.
2. PORTLAND CEMENT CONCRETE RAMPS ARE TO BE TEXTURED BY BROOMING IN A DIRECTION PARALLEL TO THE LENGTH OF THE RAMP.
3. BASE OF RAMP SHALL MEET PAVEMENT GUTTER SUCH THAT THERE IS NO DIFFERENCE IN ELEVATION. RAMP SHALL BE CONSTRUCTED SUCH THAT WATER DOES NOT "PUDDLE" AT THE BASE OF THE RAMP.
4. THE PAVEMENT AT THE BASE OF THE RAMP SHALL BE PART OF THE CONTINUOUS TOP COURSE. THE USE OF A "PAVEMENT PATCH" TO COMPLY WITH THE CONDITIONS IN NOTE 3, ABOVE IS PROHIBITED.
5. RAMPS SHALL CONFORM TO MASS DOT WHEELCHAIR RAMP STANDARDS – LATEST REVISION.

A.D.A. ACCESS RAMP DETAIL

N.T.S.



ROADWAY PROFILE GRADE		HIGH SIDE TRANSITION LENGTH
%	G	ENGLISH UNITS
0	0.00	6'-6"
1	0.01	7'-8"
2	0.02	9'-0"
3	0.03	11'-0"
4	0.04	14'-0"
>4	>0.04	15'-0" MAX



TYPICAL GRANITE CURBING DETAIL

N.T.S.

GENERAL NOTES

1. THE CONTRACTOR SHALL REPORT TO THE OWNER AND ENGINEER ANY SIGNIFICANT VARIATIONS IN EXISTING SITE CONDITIONS. ANY PROPOSED REVISIONS TO THE WORK SHALL NOT BE UNDERTAKEN UNTIL REVIEWED AND APPROVED BY THE OWNER AND REGULATING CITY AND/OR STATE AGENCIES.
2. THE CONTRACTOR SHALL INSTALL ALL SYSTEM COMPONENTS IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND ALL APPLICABLE ELECTRICAL, PLUMBING, AND SANITARY CODES.
3. ALL WORK SHALL CONFORM TO; THE SALISBURY PLANNING BOARD RULES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND, THE WETLANDS PROTECTION ACT (310 CMR 10.00), THE ORDER OF CONDITIONS ISSUED BY THE SALISBURY CONSERVATION COMMISSION, AND THESE PLANS.
4. THE LOCATION OF ALL UTILITIES, AS SHOWN ON THESE PLANS, ARE BASED UPON PLANS AND RECORD INFORMATION PROVIDED BY MUNICIPAL AND PRIVATE UTILITY COMPANIES AND ARE CONSIDERED APPROXIMATE BOTH AS TO SIZE AND LOCATION. NO WARRANTY IS MADE AS TO THE ACCURACY OF THESE LOCATIONS OR THAT ALL UTILITIES ARE SHOWN. THE CONTRACTOR SHALL NOT RELY ON THESE PLANS FOR SUCH INFORMATION AND WILL MAKE EXAMINATIONS IN THE FIELD BY VARIOUS AVAILABLE RECORDS, UTILITY COMPANIES AND INDIVIDUALS, AS TO THE LOCATION OF ALL SUBSURFACE STRUCTURES.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES BY CONTACTING "DIG-SAFE" AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION. DIG-SAFE TELEPHONE NUMBER: 1-888-344-7233.
6. THE CONTRACTOR SHALL FIELD CHECK ALL DIMENSIONS AND ELEVATIONS BEFORE PROCEEDING WITH THE NEW WORK. HE/SHE SHALL EXCAVATE TO VERIFY PERTINENT DRAINAGE INVERTS AND POTENTIAL UTILITY CONFLICTS. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER IMMEDIATELY.
7. ALL EXISTING STRUCTURES AND SURFACES, UNLESS OTHERWISE SHOWN, SHALL BE COMPLETELY REMOVED FROM THE AREAS OF WORK. ALL TREES SCHEDULED FOR REMOVAL SHALL BE FIELD MARKED AND APPROVED FOR REMOVAL BY THE OWNER PRIOR TO CUTTING OPERATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF THE PUBLIC, EMPLOYEES, AND ALL OTHER PERSONS ASSOCIATED WITH THE PROJECT. HE/SHE SHALL COORDINATE AND BE RESPONSIBLE FOR ALL SAFETY SIGNING, BARRIERS AND TEMPORARY PAVEMENT MARKINGS NECESSARY TO PROVIDE A SMOOTH AND PROPER TRANSITION FOR TRAFFIC FLOW.
9. IF REQUIRED BY THE CONTRACTOR, OVERHEAD LINES SHALL BE RELOCATED BY THE UTILITY COMPANY AT THE CONTRACTORS EXPENSE.
10. ALL SEWER MAINS AND SERVICES SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY OR 18 INCHES VERTICALLY FROM PROPOSED WATER MAINS AND SERVICES AND SHALL MAINTAIN 5 FEET OF COVER OVER THE TOP OF THE PIPING, UNLESS OTHERWISE SHOWN OR APPROVED. PIPES SHALL BE ENCASED IN CONCRETE WHERE THIS SEPARATION CANNOT BE OBTAINED.
11. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM OF 5 FEET OF COVER OVER THE TOP OF THE PIPE, UNLESS OTHERWISE SHOWN OR APPROVED.
12. WHENEVER SEWER MAINS MUST CROSS WATER MAINS, THE SEWER SHALL BE CONSTRUCTED AS FOLLOWS; A) JOINTS SHALL BE MECHANICAL TYPE WATER PRESSURE RATED WITH ZERO LEAKAGE WHEN TESTED AT 25 PSI FOR GRAVITY SEWERS AND 1.5 TIMES WORKING PRESSURE FOR FORCE MAINS AND JOINTS NOT TO BE LOCATED WITHIN 9 FEET OF THE CROSSING; B) SEWER SERVICES SHOULD BE INSTALLED A MINIMUM OF 18 INCHES BELOW WATER MAINS. IF SEPARATION IS LESS THAN 18 INCHES, SEWER SERVICE SHALL BE CONCRETE ENCASED OR CONSTRUCTED WITH PRESSURE CLASS PVC FOR A DISTANCE OF 10 FEET EACH SIDE OF THE WATER MAIN. 10-FOOT MINIMUM HORIZONTAL SEPARATION DISTANCE SHALL BE MAINTAINED.
13. INDIVIDUAL BUILDING OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF THEIR SEWER SERVICE FROM THE BUILDING TO THE CONNECTION TO THE SEWER MAIN.
14. ALL STREET, WARNING, AND REGULATORY SIGNS SHALL BE IN CONFORMANCE WITH THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND STANDARD SPECIFICATIONS AND LATEST ADDENDA.
15. 14 DAYS PRIOR TO COMMENCING CONSTRUCTION, THE OWNER/DEVELOPER SHALL PRESENT A CONSTRUCTION SCHEDULE TO THE PLANNING DEPARTMENT.
17. THE OWNER/DEVELOPER SHALL SUBMIT TWO HARD COPIES OF AS-BUILT DRAWINGS TO THE PLANNING BOARD WITHIN 90 DAYS OF ISSUANCE OF OCCUPANCY PERMIT. AS-BUILTS SHALL INCLUDE ALL LANDBASE AND UTILITIES INFORMATION.
18. ONSITE BURIAL OF STUMPS OR ANY OTHER DEBRIS IS PROHIBITED.
19. THE REAR OF THE PROPERTY BY SMALLPOX BROOK LIES WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO F.I.R.M. COMMUNITY PANEL NUMBER 25009C 0126F.
20. ALL ELEVATIONS ARE BASED ON N.A.V.D. 1988.

MATERIAL NOTES

ALL MATERIALS OF THE ELEMENTS IN THE SITE PLAN MUST CONFORM TO THE FOLLOWING STANDARDS:

1. COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES (LATEST EDITION)
2. 521 CMR RULES AND REGULATIONS OF THE ARCHITECTURAL ACCESS BOARD (AAB) AND THE AMERICANS WITH DISABILITIES ACT (ADA)
3. SPECIFICATIONS BY THE TOWN OF SALISBURY AS SET FORTH BY SECTION 7 IN THE PLANNING BOARD RULES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND, DATED NOVEMBER 1, 2013
4. UTILITIES INSTALLED PER PENNICHUCK WATER SERVICE CORPORATION SPECIFICATIONS

SIDEWALK NOTES

SIDEWALKS SHALL BE FIVE FEET IN WIDTH FOR THEIR ENTIRE LENGTH, WITH A 1% CROSS SLOPE (1.5% MAX).

SIDEWALKS SHALL BE CONSTRUCTED WITH A 1.5" TYPE I-1 BITUMINOUS CONCRETE FINISH COURSE, A 1.5" TYPE I-1 BITUMINOUS CONCRETE BINDER COURSE OVER AN 8" GRAVEL BASE (MDOT M1.03.0 TYPE B).

WHERE SIDEWALKS TRAVERSE A DRIVEWAY, THE GRAVEL BASE SHALL BE 12" THICK.

ROADWAY NOTES

1.) ALL STUMPS, ROCKS AND LEDGE WITHIN THE LIMITS OF THE PROPOSED PAVED WAY SHALL BE REMOVED. ALL LEDGE SHALL BE REMOVED TO A MINIMUM DEPTH OF 2' BELOW FINISHED PAVEMENT GRADE.
2.) ROADWAY SHALL NOT BE CONSTRUCTED DURING FREEZING WEATHER OR ON WET OR FROZEN SUBGRADE.
3.) GRADING AND ROLLING SHALL BE REQUIRED TO PROVIDE A SMOOTH, EVEN, AND UNIFORM COMPACTED BASE WHICH IS COMPACTED TO A MINIMUM DRY DENSITY OF 95 PERCENT.
4.) THE MINIMUM SLOPE FROM THE CROWN OF FINISHED BASE COURSE SHALL BE 1/4"PER FOOT UNLESS OTHERWISE SHOWN.
5.) ALL UNSUITABLE MATERIAL SHALL BE EXCAVATED AND REPLACED WITH SATISFACTORY MATERIAL AND BROUGHT UP TO GRADE WITH GRAVEL BORROW CONTAINING NO STONES GREATER THAN 6" DIAMETER.
6.) AT ALL TIMES DURING CONSTRUCTION, THE SUB-GRADE AND ALL DITCHES SHALL BE CONSTRUCTED AND MAINTAINED SO THAT THE ROADWAY WILL EFFECTIVELY BE DRAINED.
7.) THE CONTRACTOR SHALL REFER TO THE SALISBURY PLANNING BOARD RULES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND, SECTIONS I – VII.

COMMONWEALTH OF MASSACHUSETTS — CHRISTOPHER M. YORK — CIVIL — NO. 49181 — REGISTERED PROFESSIONAL ENGINEER — 10-26-20

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MEI
MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: AS NOTED | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

TYPICAL SECTIONS/ LEGEND/ GENERAL NOTES

SHEET: C-3

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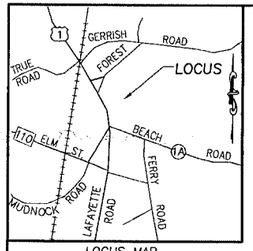

LOCUS MAP
N.T.S.

PLAN BOOK 218 PLAN 91

RESOURCE AREA IMPACTS

TOTAL BUFFER ZONE IMPACT	= 296,560 S.F.
0' – 50' BUFFER ZONE	= 117,175 S.F.
50' – 100' BUFFER ZONE	= 179,385 S.F.

RIVERFRONT AREA IMPACTS

TOTAL 100' RIVERFRONT AREA ON LOT	= 258,100 S.F.
TOTAL 200' RIVERFRONT AREA ON LOT	= 380,575 S.F.
TOTAL RIVERFRONT IMPACT	= 37,950 S.F. (10.0%) (NOT INCL. DRAINAGE)

IMPACT	INNER 0–100'	OUTER 100–200'	TOTAL
STORMWATER BASINS	29,000 S.F.	11,000 S.F.	40,000 S.F.
SITE GRADING	200 S.F.	37,750 S.F.	37,950 S.F.

PROPOSED STABILIZED CONSTRUCTION ENTRANCE (SEE DETAIL)

BORDERING VEGETATED WETLAND FILL=415 S.F.

MEADOWVIEW LANE

ROAD

FOREST

PROPOSED DWELLING FF=24.5 GAR=24.0 DECK PATIO

PROPOSED DWELLING FF=24.0 GAR=23.5 DECK PATIO

ISOLATED WETLAND FILL=90 S.F.

PROPOSED DWELLING FF=22.0 GAR=21.5 DECK PATIO

PROPOSED DWELLING FF=21.5 GAR=21.0 DECK PATIO

PROPOSED DWELLING FF=22.5 GAR=22.0 DECK PATIO

PROPOSED DWELLING FF=24 GAR=23.5 DECK PATIO

PROPOSED COMMUNITY GARDEN

PROP. 6' WIDE GRAVEL PATH

BORDERING VEGETATED WETLAND FILL=150 S.F.

PROP. BOG BRIDGE (SEE DETAIL) W10

BORDERING VEGETATED WETLAND FILL=100 S.F.

PROP. BOG BRIDGE (SEE DETAIL)

OUTLET INV.=23.0 12" HDPE

OUTLET INV.=22.8 12" HDPE

OUTLET INV.=23.9 12" HDPE

INV.=25.5 12" HDPE

50' WETLAND BUFFER

100' WETLAND BUFFER

25' WETLAND BUFFER

LOT "A"
51,890 sq.ft.
1.19 ACRES

TP#01–20 TP#02–20 TP#03–20 TP#04–20 TP#25–20

A200A A200I A200D

W1 W4 W7 W10 W14 W17 W22 W26 W30 W33 W36 W39 W43 W46 W50 W53 W55 W59 W61 W70 W74 W80 W80A W85 W88 W91 W94

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30'

COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER M. YORK
CIVIL
NO. 40181
REGISTERED PROFESSIONAL ENGINEER
10-26-20

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30' | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

GRADING PLAN

SHEET: C–4

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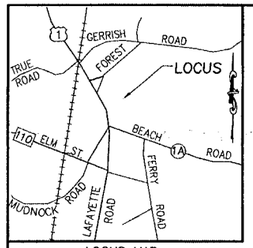

LOCUS MAP
N.T.S.

GRAPHIC SCALE
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(IN FEET)
1 inch = 30'

COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER M. YERK
CIVIL
No. 49181
REGISTERED PROFESSIONAL ENGINEER
10-26-20

PREPARED FOR

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71 COMMERCIAL STREET, #263
BOSTON, MA 02109

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SCALE: 1"=30' | DESG. BY: C.M.Y.
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PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

GRADING PLAN

SHEET: C-5

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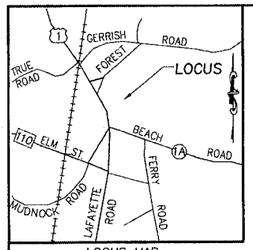

LOCUS MAP
N.T.S.

SMALL

POX

BROOK

RESIDENTIAL

ZONE AE (ELEV. 9 FEET)

PROPOSED OUTLET STRUCTURE (SEE DETAILS)

12" HDPE W/FLARED END INV. OUT=11.5

PROP. EMERGENCY SPILLWAY, ELEV.=15.5 (SEE DETAILS)

PROP. CONSTRUCTED WETLAND #1

PROP. SEDIMENT FOREBAY (BOTTOM=13.0, SPILLWAY=14.0)

18" HDPE W/FLARED END INV. OUT=13.5

DMH4
R=19.5
INV. IN=14.9
INV. OUT=14.8

CB6.1
R=19.5
INV. OUT=16.1

PROP. EMERGENCY SPILLWAY, ELEV.=12.5 (SEE DETAILS)

PROP. SEDIMENT FOREBAY (BOTTOM=11.0, SPILLWAY=12.0)

12" HDPE W/FLARED END INV. OUT=9.5

15" HDPE W/FLARED END INV. OUT=12.6

PROP. CONSTRUCTED WETLAND #2

TP#20-20

TP#21-20

TP#12-20

TP#11-20

TP#22-20

TP#23-20

TP#13-20

TP#10-20

TP#09-20

TP#15-20

TP#16-20

TP#17-20

TP#18-20

TP#19-20

SNOW STORAGE

25' WETLAND BUFFER

50' WETLAND BUFFER

100' WETLAND BUFFER

100' RIVERFRONT ZONE

200' RIVERFRONT ZONE

PROPOSED COMMUNITY GARDEN

PROPOSED DWELLING FF=21.0

PROPOSED DWELLING FF=21.5

PROPOSED DWELLING FF=22.0

PROPOSED DWELLING FF=24.0

PROPOSED DWELLING FF=24.5

PROPOSED DWELLING FF=23.0

PROPOSED DWELLING FF=22.5

PROPOSED DWELLING FF=19.5

PROPOSED DWELLING FF=19.0

PROPOSED DWELLING FF=18.0

PROPOSED DWELLING FF=18.5

PROPOSED DWELLING FF=19.0

PROPOSED DWELLING FF=20.5

PROPOSED DWELLING FF=21.0

PROPOSED DWELLING FF=20.5

MEADOWVIEW LANE

LOT "B"
1,121,490 sq.ft.

PLAN BOOK 218 PLAN 91

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30'

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

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13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'	DESG. BY: C.M.Y.	PROJECT: M193659
DATE: OCT. 26, 2020	CHKD. BY: E.W.B.	

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

GRADING PLAN

SHEET: C-6

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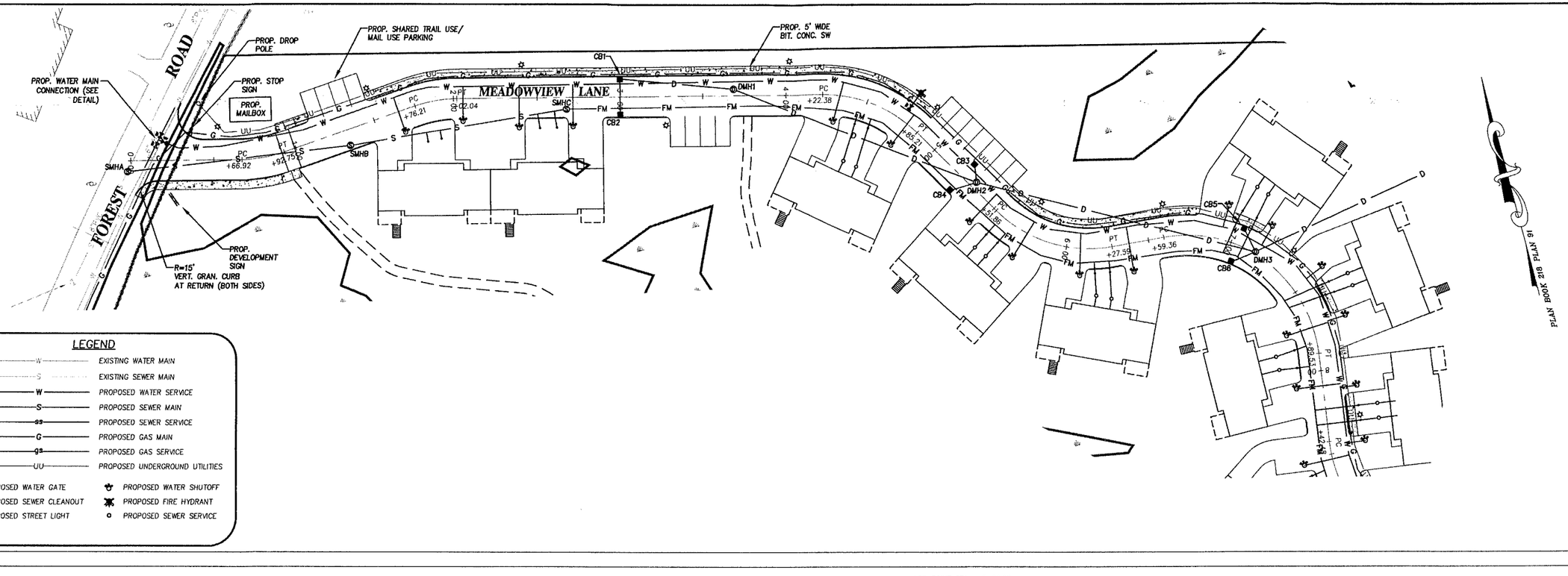
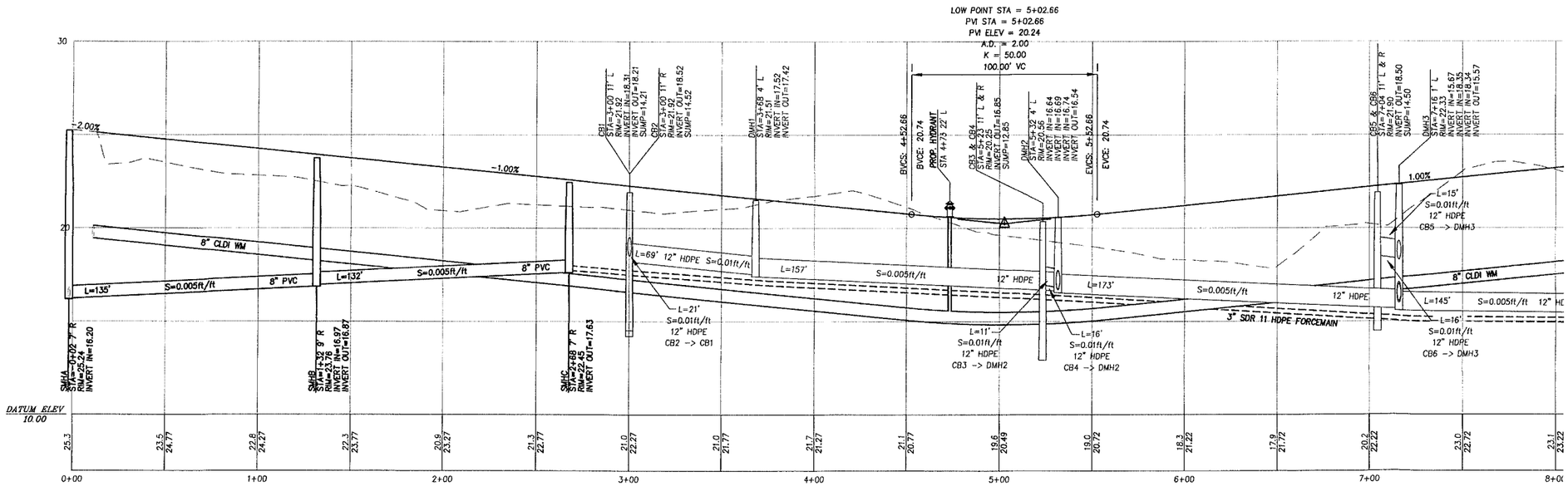


LEGEND

- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- PROPOSED UNDERGROUND UTILITIES
- PROPOSED WATER GATE
- PROPOSED WATER SHUTOFF
- PROPOSED SEWER CLEANOUT
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- PROPOSED SEWER SERVICE



GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60'

COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER M. YORK
CIVIL
No. 39181
REGISTERED PROFESSIONAL ENGINEER
10-21-20

PREPARED FOR
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PLAN OF LAND
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SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

UTILITY PLAN & PROFILE

SHEET: C-7

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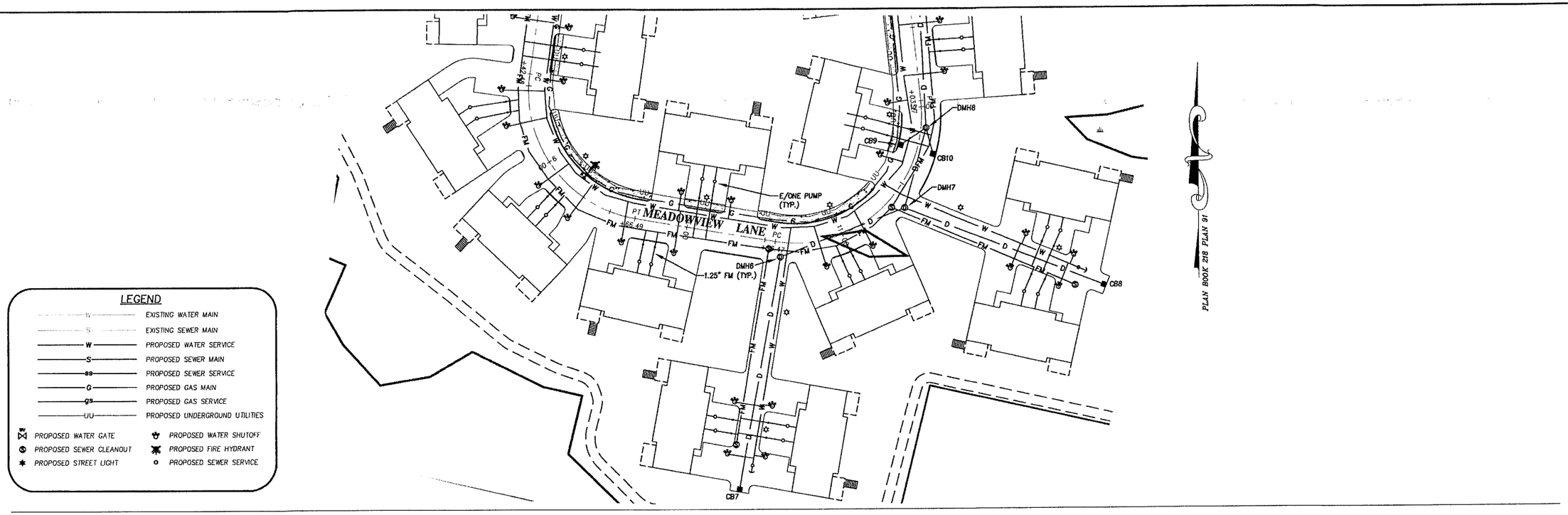

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60'

COMMONWEALTH OF MASSACHUSETTS CHRISTOPHER M. YORK CIVIL No. 49181 REGISTERED PROFESSIONAL ENGINEER

10-26-20

PREPARED FOR

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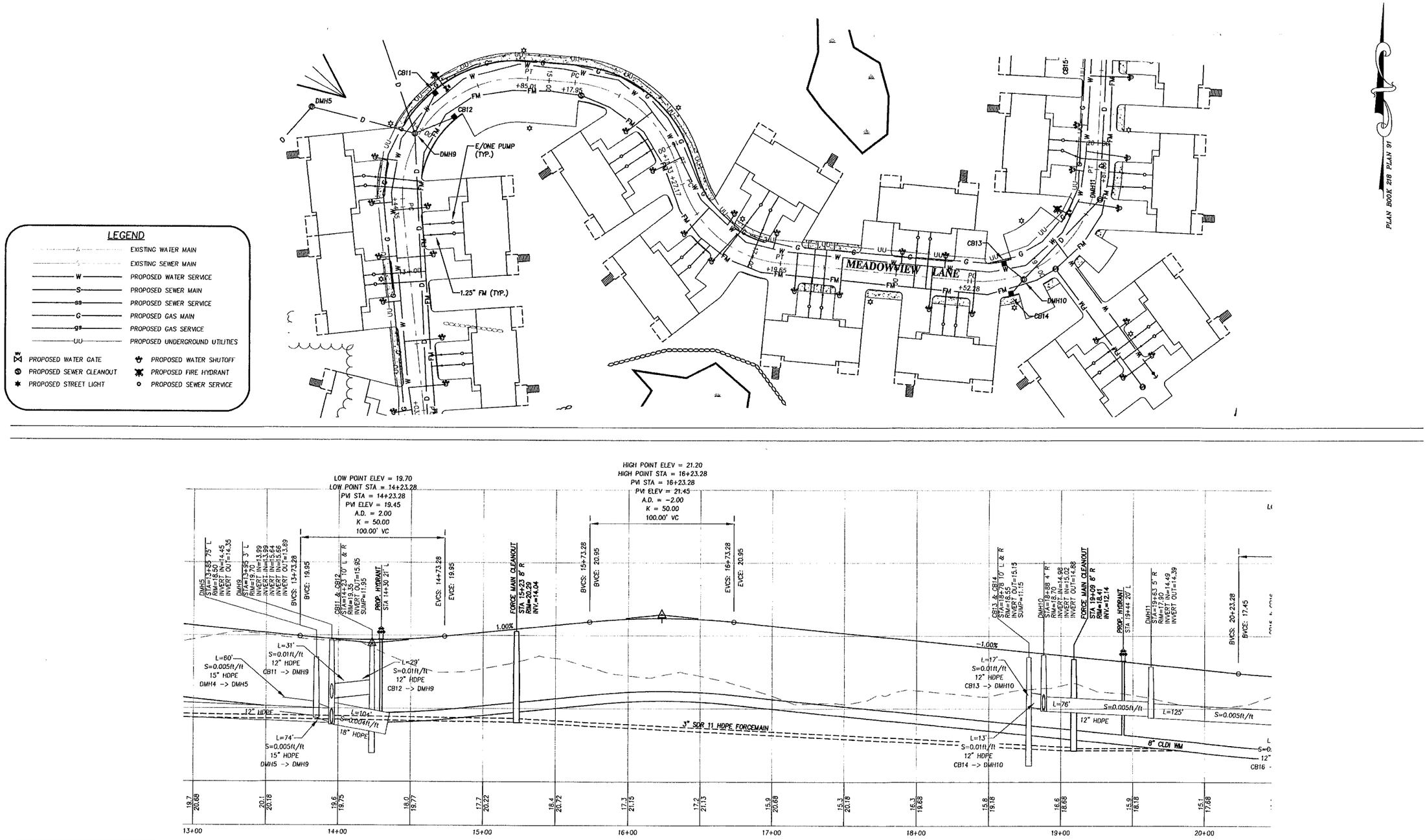
PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

UTILITY PLAN & PROFILE

SHEET: C-8



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60'

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MEI MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
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PLAN OF LAND
IN
SALISBURY, MA

SHOWING
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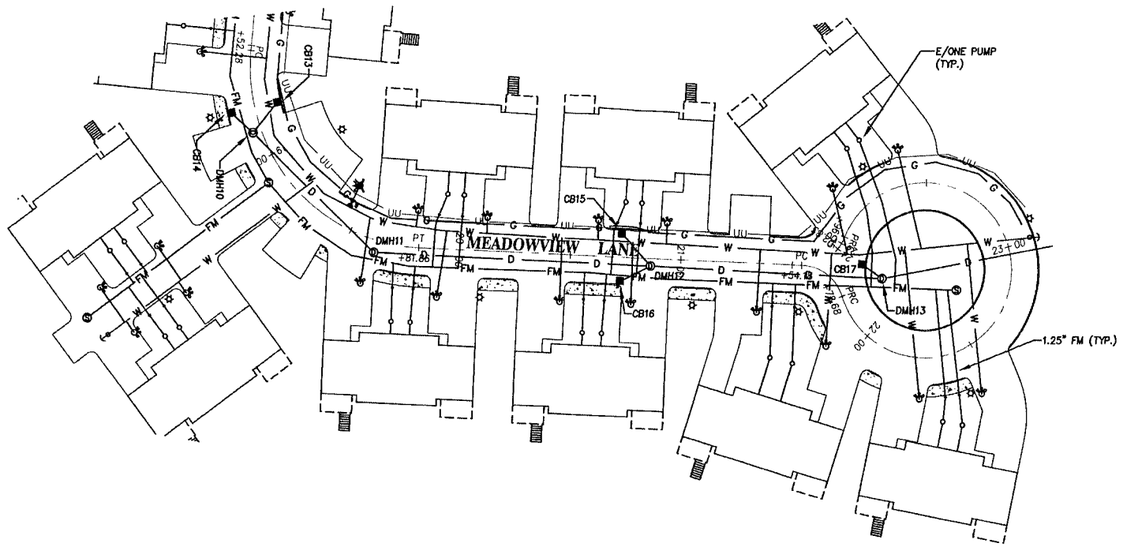
AT
6 FOREST ROAD & MEADOWVIEW LANE

UTILITY PLAN & PROFILE

SHEET C-9



LEGEND

- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- PROPOSED GAS MAIN
- PROPOSED GAS SERVICE
- PROPOSED UNDERGROUND UTILITIES
- PROPOSED WATER GATE
- PROPOSED WATER SHUTOFF
- PROPOSED SEWER CLEANOUT
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- PROPOSED SEWER SERVICE

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60'

CHRISTOPHER M. YEAK No. 39151 REGISTERED PROFESSIONAL ENGINEER
10-21-20

PREPARED FOR
6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

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ENGINEERING AND LAND SURVEYING
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SCALE: 1"=30' | DESG. BY: C.M.Y.
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PROJECT: M193659

PLAN OF LAND
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SALISBURY, MA
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76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

UTILITY PLAN & PROFILE

SHEET: C-10

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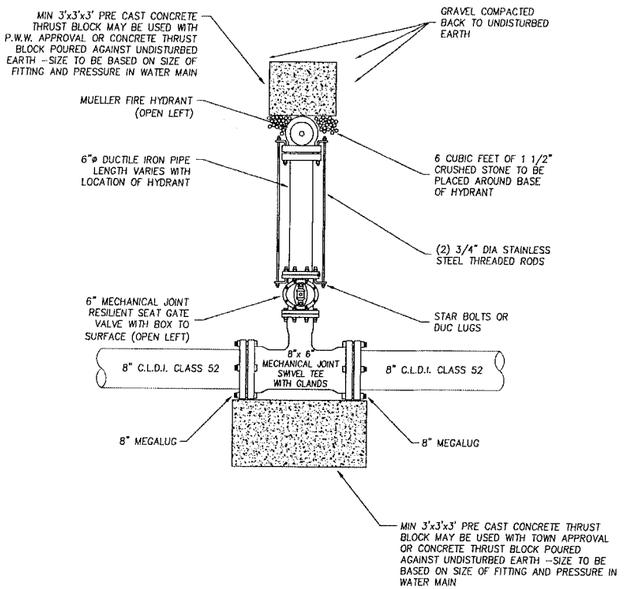
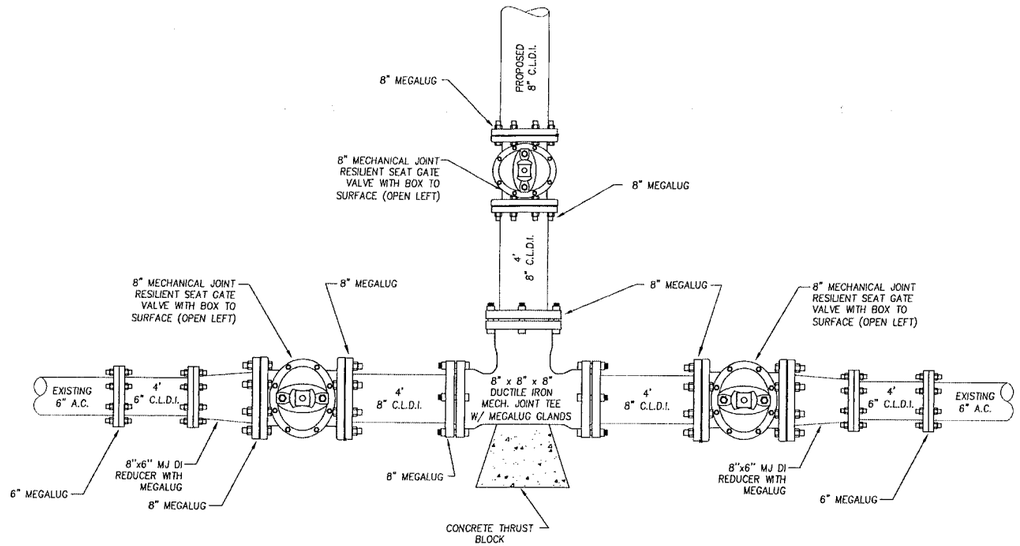


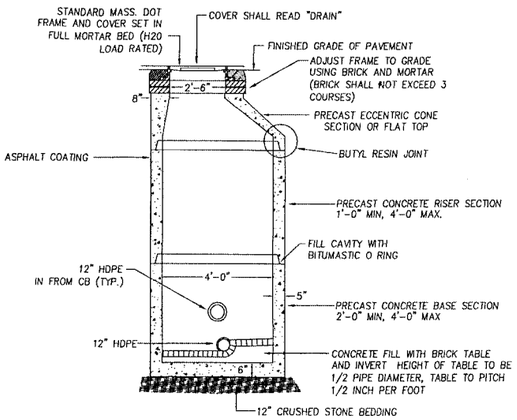
TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



WATER MAIN CONNECTION DETAIL

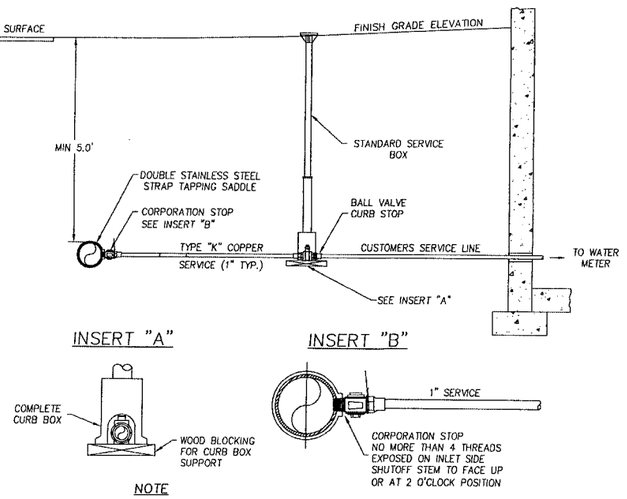
N.T.S.



NOTES: 1) DRAIN MANHOLES SHALL CONFORM TO ASTM C478 AND ASTM C185

PRECAST DRAIN MANHOLE DETAIL

N.T.S.

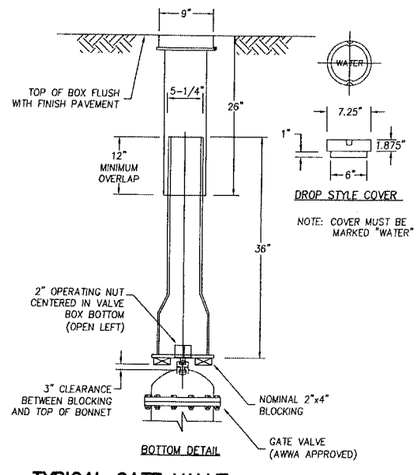


NOTE

1. SERVICE CONNECTIONS FOR THE VARIOUS LOTS SHALL BE SIZED TO MEET THE REQUIREMENTS OF THE SPECIFIED USE. CONNECTIONS TO THE PROJECT WATER MAIN SHALL BE MADE WITH TAPPING SLEEVES AND VALVES.

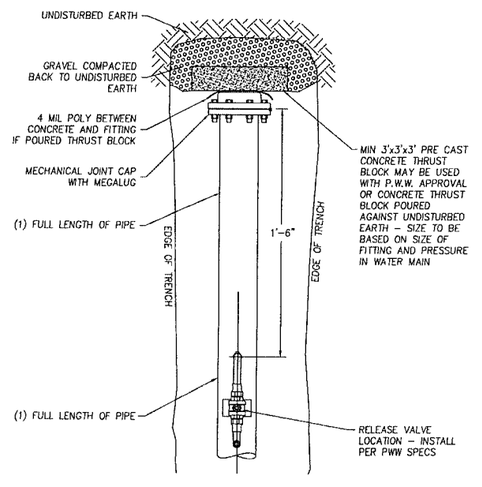
TYPICAL COPPER SERVICE CONNECTION

N.T.S.



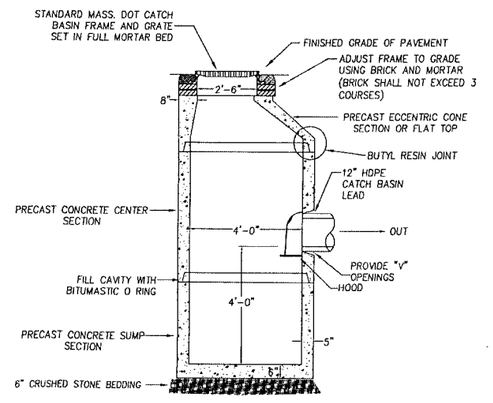
TYPICAL GATE VALVE BOX DETAIL

N.T.S.



WATER MAIN BLOWOFF DETAIL

N.T.S.



NOTES: 1) CATCH BASINS SHALL CONFORM TO ASTM C478 AND ASTM C185
2) FLAT TOP STRUCTURES SHALL BE PRECAST SECTIONS AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI REINFORCED FOR AASHTO H-20 LOADING.
3) CONICAL SECTIONS MAY BE SUBSTITUTED FOR FLAT-TOP STRUCTURES IN AREAS WHERE MORE THAN 4 FEET OF COVER IS PROVIDED FOR DRAIN PIPE.

PRECAST DEEP SUMP CATCH BASIN DETAIL

N.T.S.

CHRISTOPHER M. YORK CIVIL No. 45181 REGISTERED PROFESSIONAL ENGINEER
COMMONWEALTH OF MASSACHUSETTS
10.26.20

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

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62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: AS NOTED | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

SITE PLAN
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

SITE DETAILS

SHEET: C-11

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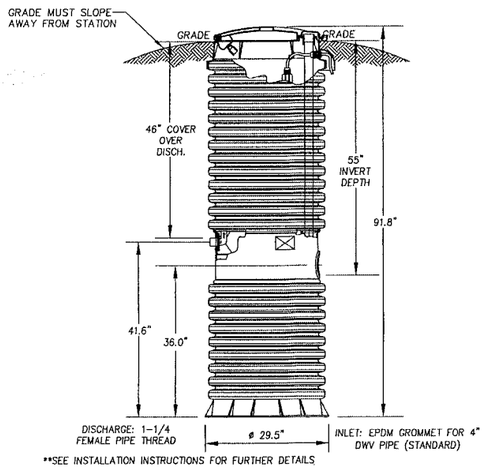
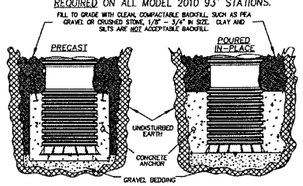
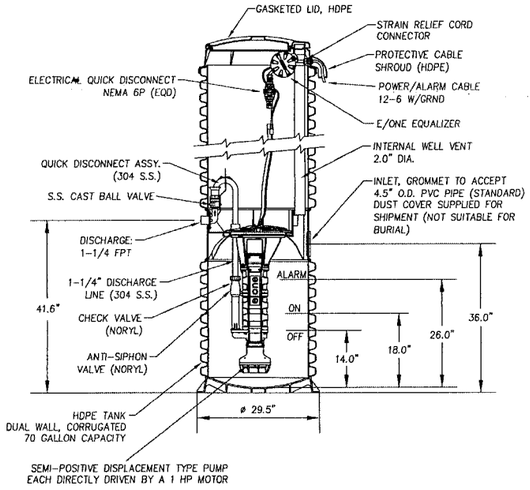


**SEE INSTALLATION INSTRUCTIONS FOR FURTHER DETAILS

NOTE: A CONCRETE ANCHOR OF 2600 lbs (17.3 cu ft) IS REQUIRED ON ALL MODEL 2010 93" STATIONS.



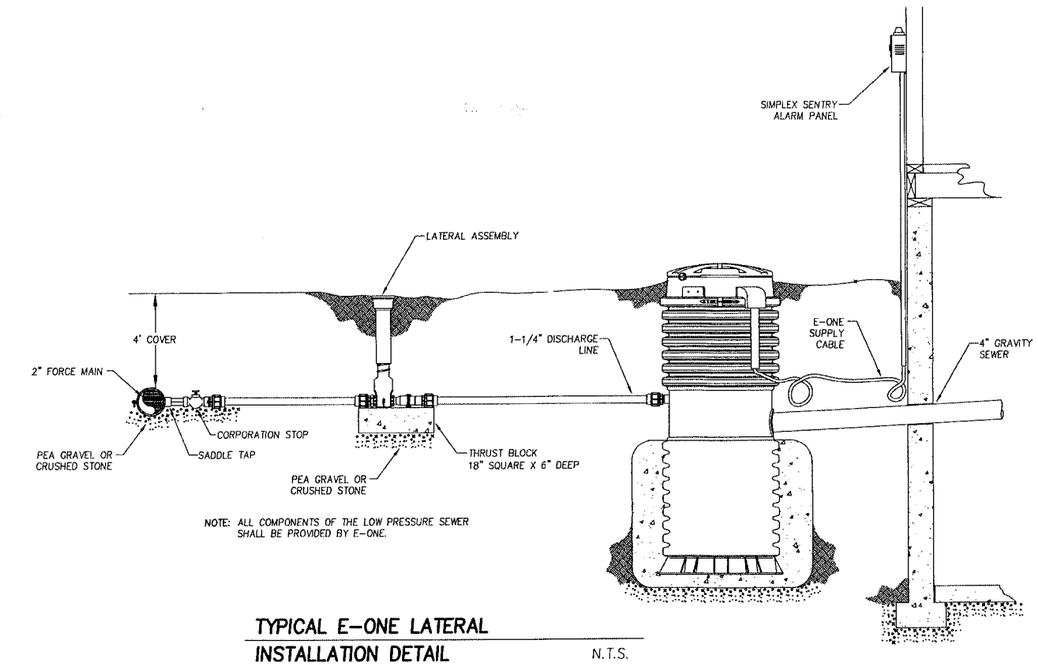


NOTE: ALL COMPONENTS OF THE LOW PRESSURE SEWER SHALL BE PROVIDED BY E-ONE.

environment one CORPORATION

EONE SEWER PUMP MODEL DH071-93 DETAIL

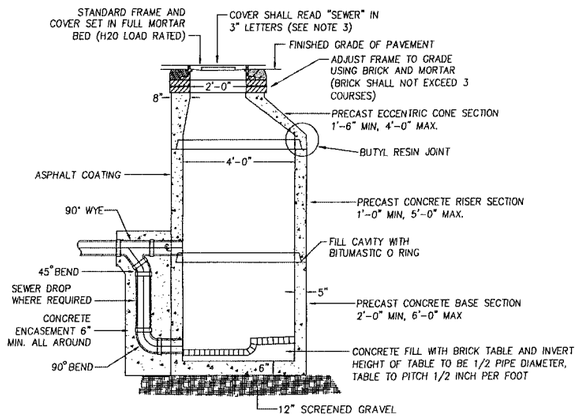
N.T.S.



NOTE: ALL COMPONENTS OF THE LOW PRESSURE SEWER SHALL BE PROVIDED BY E-ONE.

TYPICAL E-ONE LATERAL INSTALLATION DETAIL

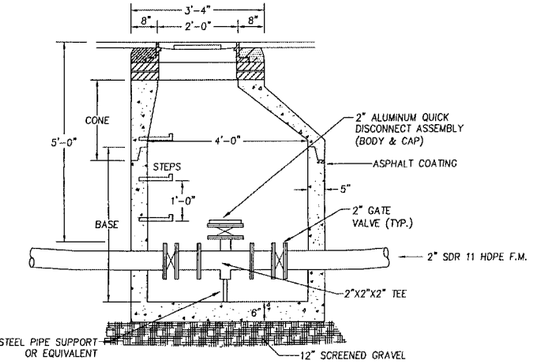
N.T.S.



NOTES: 1) SEWER MANHOLES SHALL CONFORM TO ASTM C478 AND ASTM C185
2) STEEL REINFORCED COPOLYMER POLYPROPYLENE PLASTIC STEPS SHALL CONFORM TO LATEST ASTM C478 SPEC.
3) COVER SHALL BE LEBARON FOUNDRY (MODEL NO. LA246), MECHANICS IRON FOUNDRY, NEEHAN FOUNDRY, OR EQUAL.

PRECAST SEWER MANHOLE DETAIL

N.T.S.

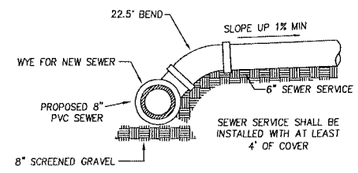


SECTION VIEW

NOTES:
1. CONCRETE: 5,000 PSI MINIMUM AFTER 28 DAYS.
2. REINFORCED STEEL CONFORMS TO LATEST ASTM A185 SPEC. 0.12 SQ. IN./LINEAL FT. AND 0.12 SQ. IN. (BOTH WAYS) BASE BOTTOM.
3. H-20 DESIGN LOADING PER AASHTO HS-20-44; ASTM C478 SPEC FOR "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS."
4. BUTYL RESIN SECTION JOINT CONFORMS TO LATEST ASTM C443 SPEC.
5. STEEL REINFORCED COPOLYMER POLYPROPYLENE PLASTIC STEPS SHALL CONFORM TO LATEST ASTM C478 SPEC.
6. A SIGN SHALL BE ADDED IN THE MANHOLE STATING "DO NOT CONNECT TO MUNICIPAL WATER SYSTEM TO FLUSH FORCE MAIN".

FORCE MAIN CLEANOUT DETAIL

N.T.S.



SEWER SERVICE DETAIL

N.T.S.

SEWER TESTING SPECIFICATIONS

THE SEWER DEPARTMENT SHALL BE NOTIFIED 48 HOURS BEFORE ALL TESTING TAKES PLACE IN ORDER THAT A REPRESENTATIVE OF THE DEPARTMENT OF PUBLIC SERVICES CAN BE PRESENT.

1. TESTING PROCEDURES FOR SEWER MAINS AND INDIVIDUAL SEWER SERVICES SHALL BE AS SPECIFIED IN ASTM C828-01, C924-02, AND F1417-92 (OR LATEST REVISIONS)-STANDARD TEST METHOD FOR LOW PRESSURE AIR TEST (VCP, CP, PVCP) SEWER LINES, FURTHER AS MODIFIED BY THE ALLOWABLE PRESSURE LOSS SHALL NOT EXCEED 0.5 PSI WITHIN THE TIME REQUIREMENTS. MAINS SHALL BE MANDREL TESTED PRIOR TO ACCEPTANCE BY THE SEWER DEPARTMENT.
2. TESTING PROCEDURES FOR SEWER FORCE MAINS SHALL BE AS SPECIFIED IN ASTM C828-01, C924-02, AND F1417-92 (OR LATEST REVISIONS), FURTHER AS MODIFIED BY THE "STARTING TEST PRESSURE" SHALL BE A MINIMUM OF 10.0 PSI, 50% OF THE MAXIMUM RATED PRESSURE, THE ALLOWABLE PRESSURE LOSS SHALL NOT EXCEED 0.5 PSI WITHIN THE TEST TIME REQUIRED AND THE TEST TIME SHALL BE AN INITIAL 15 MINUTES FOR ALL PIPE DIAMETERS. TEST TIME SHALL BE T=(.005)D*(L-500)+15 WHERE D=DIAMETER OF PIPE IN INCHES AND L=LENGTH OF PIPE TO BE TESTED IN FEET.
3. TESTING PROCEDURES FOR SEWER MANHOLES AND PUMP STATION SHALL BE AS SPECIFIED IN ASTM C1244-02 (OR LATEST REVISION)-STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE (VACUUM) TEST, FURTHER AS MODIFIED BY THE ALLOWABLE VACUUM LOSS SHALL NOT EXCEED 1" HG WITH ONE MINUTE FOR ALL MANHOLE SIZES.

PVC SEWER COLLECTION PIPE NOTES:

1.) PVC PIPE, COUPLINGS, AND FITTINGS FOR GRAVITY SEWERS SHALL CONFORM TO ASTM D3034 WITH AN SDR OF 35 UNLESS OTHERWISE SHOWN ON THE PLANS.

2.) PVC PIPE, COUPLINGS, AND FITTINGS FOR SEWER FORCE MAINS SHALL CONFORM TO ASTM 2241 WITH AN SDR OF 21 UNLESS OTHERWISE SHOWN ON THE PLANS.

3.) JOINTS FOR PVC PIPE SHALL BE PUSH ON JOINTS USING PERMANENTLY BONDED ELASTOMERIC RING JOINTS.

4.) FORCE MAINS SHALL BE INSTALLED WITH A CONTINUOUS SLOPE BETWEEN THE HIGH AND LOW POINTS.

5.) ALL FORCE MAIN FITTINGS SHALL BE RESTRAINED USING SERIES 7500 RESTRAINT FOR PVC FITTINGS AS MANUFACTURED BY EBBA IRON INC. OR APPROVED EQUAL.

6.) CONCRETE USED FOR THRUST BLOCKS SHALL HAVE A MINIMUM STRENGTH OF 3000 PSI. THRUST BLOCKS SHALL BE PLACED AT ALL FORCEMAIN BENDS 11¼ DEGREES AND GREATER, AT FITTINGS.

COMMONWEALTH OF MASSACHUSETTS — CHRISTOPHER M YORK — CIVIL — No. 43181 — REGISTERED PROFESSIONAL ENGINEER — 10-26-20

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

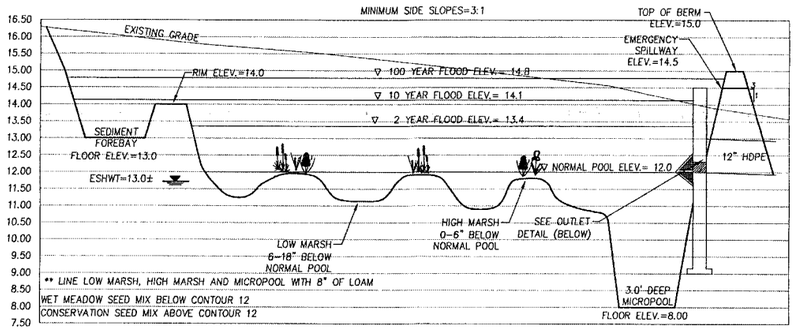
MEI MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: AS NOTED | DESG. BY: C.M.Y. | PROJECT: M193659
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.

SITE PLAN
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

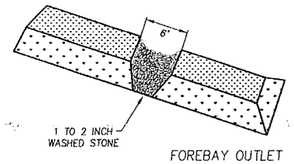
SEWER DETAILS

SHEET: C-12



CONSTRUCTED WETLAND #1
PROFILE VIEW

HORIZ. SCALE: N.T.S.
VERT. SCALE: 1"=2'

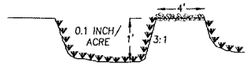


FOREBAY OUTLET

VOLUME OF SEDIMENT FOREBAY

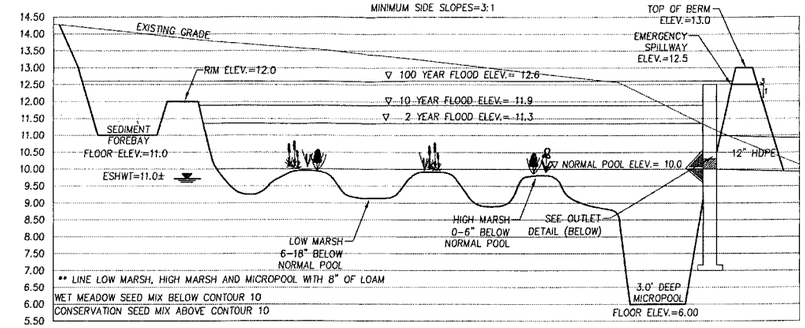
	DRAINAGE AREA (ACRES)	VOLUME (CU. YD)	VOLUME (CU. FT)	DIMENSIONS (L x W x H)	OUTLET LENGTH
FOREBAY #1	2.48	33.4	901	30'x30'x1.0'	6.0'
FOREBAY #2	1.24	16.6	449	22'x22'x1.0'	6.0'

CROSS-SECTION



SEDIMENT FOREBAY
DETAIL

N.T.S.

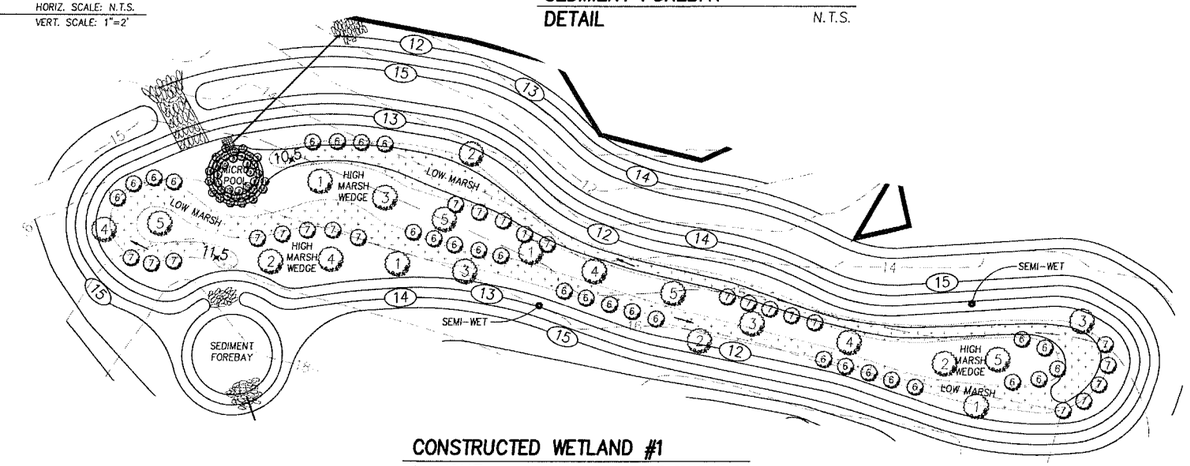


CONSTRUCTED WETLAND #2
PROFILE VIEW

HORIZ. SCALE: N.T.S.
VERT. SCALE: 1"=2'

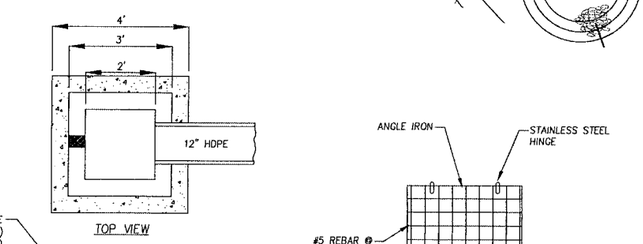
GENERAL NOTES FOR CONSTRUCTED WETLANDS:

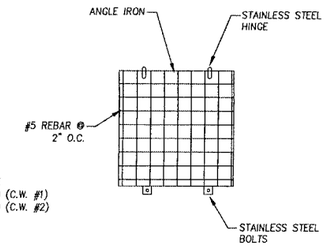
1. WETLAND BERMS SHALL BE CONSTRUCTED OF FILL MATERIAL FREE OF ROOTS, STUMPS, WOOD, RUBBISH, STONES GREATER THAN 6", OR OTHER OBJECTIONABLE MATERIALS. FILL MATERIAL FOR THE CENTER OF THE BERM SHALL CONFORM TO UNIFIED SOIL CLASSIFICATION GC, SC, CH, OR CL AND HAVE AT LEAST 30% PASSING THE #200 SIEVE. MATERIALS USED IN THE OUTER SHELL OF THE BERMS SHALL BE CAPABLE OF SUPPORTING THE VEGETATION SPECIFIED ON THE PLANS.
2. FILL MATERIALS SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED WITH A MINIMUM REQUIRED DENSITY OF NOT LESS THAN 95% OF MAXIMUM DRY DENSITY.
3. PRIOR TO FILL MATERIAL INSTALLATION, ALL TOPSOIL, SUBSOIL, AND UNSUITABLE MATERIAL (i.e. LEDGE) SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
4. EROSION CONTROL MATTING SHALL BE INSTALLED ON ALL OUTSIDE SLOPES OF STORMWATER BASINS. MATTING SHALL BE A WOVEN JUTE MESH MANUFACTURED BY MACCAFERRI COMPANY, OR APPROVED EQUAL.
5. ALL PIPING WITHIN CONSTRUCTED WETLAND BERMS SHALL INCLUDE ANTI-SEEPAGE COLLARS.



CONSTRUCTED WETLAND #1
LAYOUT

HORIZ. SCALE: 1"=20'

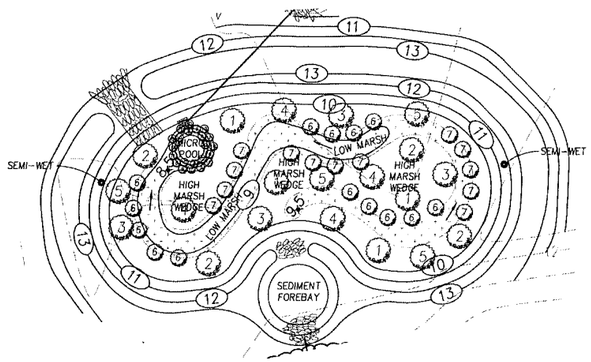




NOTE:
1. ANY EXPOSED REBAR SHALL BE COATED WITH A RUST-RESISTANT PAINT.

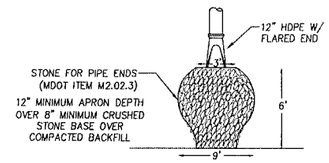
OUTLET STRUCTURE
DETAIL

N.T.S.



CONSTRUCTED WETLAND #2
LAYOUT

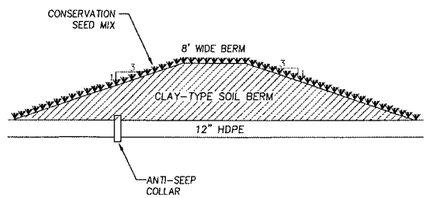
HORIZ. SCALE: 1"=20'



NOTE: GEOSYNTHETIC EROSION CONTROL MAT SHALL BE UNDER ALL RIP-RAP

TYPICAL RIP-RAP
APRON DETAIL

N.T.S.



CONSTRUCTED WETLAND
BERM DETAIL

N.T.S.

CONSTRUCTED WETLAND PLANT LIST

SYMBOL	COMMON NAME	LATIN NAME	HEIGHT	NUMBER	ZONE
1	SWEET PEPPERBUSH	CLETHRA ALNIFOLIA	3-4'	4	HIGH MARSH/SLOPE
2	NORTHERN ARROWWOOD	VIBURNUM DENTATUM	3-4'	4	HIGH MARSH/LOWER SLOPE
3	WINTERBERRY HOLLY	ILEX VERTICILLATA	3-4'	4 (INCL. 1 MALE)	HIGH MARSH
4	HIGHBUSH BLUEBERRY	VACCINIUM CORYMBOSUM	3-4'	4	HIGH MARSH/LOWER SLOPE
5	RED-OSIER DOGWOOD	CORNUS SERICEA	3-4'	4	HIGH MARSH/LOWER SLOPE
6	BLUE FLAG IRIS	IRIS VERSICOLOR	2" PLUGS	20	HI MARSH/LO MARSH BORDER
7	CARDINAL FLOWER	LOBELIA CARDINALIS	2" PLUGS	20	EDGE HI MARSH/LO MARSH INTO HIGH MARSH
8	SOFT-STEM BULRUSH	SCHOENOPLECTUS TABERNAEMONTANI	2" PLUGS	15	LO SLOPE/MICROPOOL EDGE
9	GREEN BULRUSH	SCIRPUS ATROVIRENS	2" PLUGS	15	MID/LOWER MICROPOOL SLOPE
10	CHAIRMAKER'S BULRUSH	SCHOENOPLECTUS (SCIRPUS) AMERICANUS	2" PLUGS	15	MID/LOWER MICROPOOL SLOPE
11	SWEETFLAG	ACORUS AMERICANUS	2" PLUGS	15	MID/LOWER MICROPOOL SLOPE

CHRISTOPHER M. YOUNG No. 39181 REGISTERED PROFESSIONAL ENGINEER COMMONWEALTH OF MASSACHUSETTS
10-26-20

PREPARED FOR

6 FOREST ROAD LLC
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NO.	DATE	DESCRIPTION	BY

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SCALE: AS NOTED | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

SITE PLAN
IN
SALISBURY, MA

SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

DRAINAGE DETAILS

SHEET: C-13

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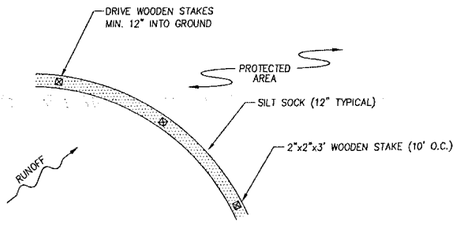
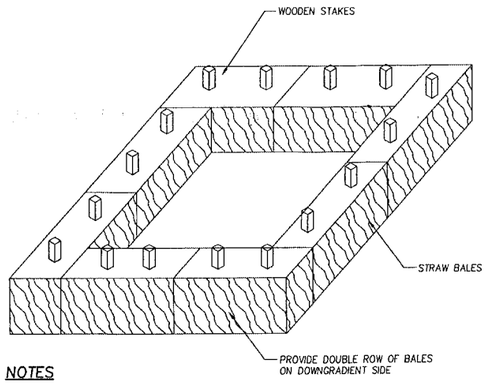


NOTES

1. ALL MATERIAL SHALL MEET SPECIFICATIONS BY FILTREXX OR APPROVED EQUAL.
2. SILT SOCK SHALL BE INSPECTED WITHIN 24 HOURS AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REPAIRS THAT ARE REQUIRED SHALL BE MADE IMMEDIATELY.
3. THE CONTRACTOR SHALL REMOVE SEDIMENT AT THE BASE OF THE UPSLOPE SIDE OF THE SILT SOCK WHEN ACCUMULATION HAS REACHED 1/2 OF THE EFFECTIVE HEIGHT OF THE SILT SOCK.
4. SILT SOCK SHALL BE MAINTAINED UNTIL DISTURBED AREA ABOVE THE DEVICE HAS BEEN PERMANENTLY STABILIZED AND CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.
5. SEDIMENT DEPOSITS THAT ARE REMOVED OR LEFT IN PLACE AFTER THE SOCK HAS BEEN REMOVED SHALL BE GRADED TO CONFORM WITH THE EXISTING TOPOGRAPHY AND VEGETATED.

SILT SOCK INSTALLATION

N.T.S.

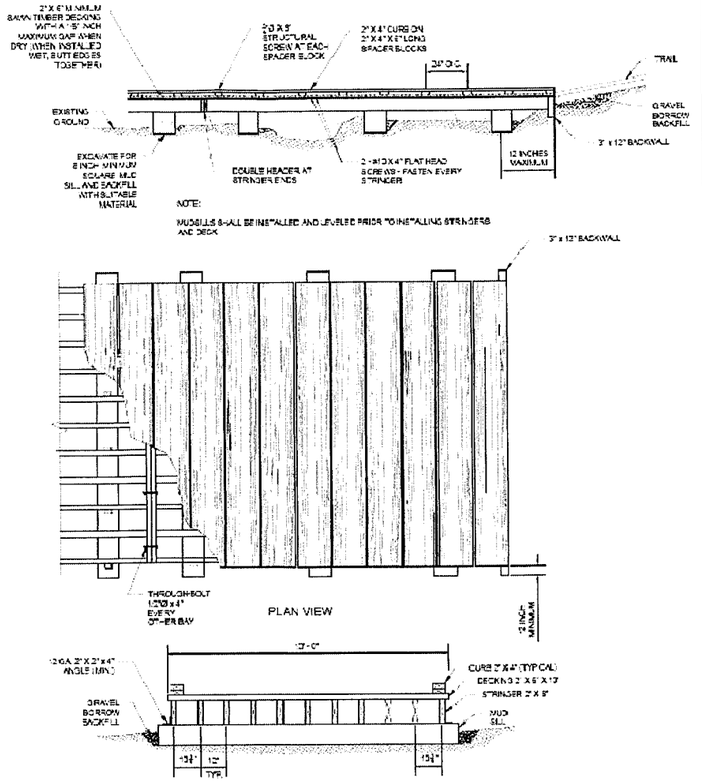


NOTES

1. DURING THE ACTIVE DEWATERING PROCESS, THE STRUCTURE SHALL BE INSPECTED FREQUENTLY (E.G. ONCE PER HOUR).
2. SEDIMENT BUILDUP SHOULD BE REMOVED PERIODICALLY TO ENSURE THAT THE STRUCTURE'S ABILITY TO EFFECTIVELY FILTER SEDIMENT IS MAINTAINED.

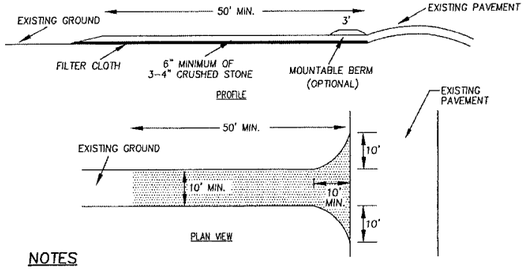
TYPICAL DEWATERING DETAIL

N.T.S.



BOG BRIDGE DETAIL

N.T.S.

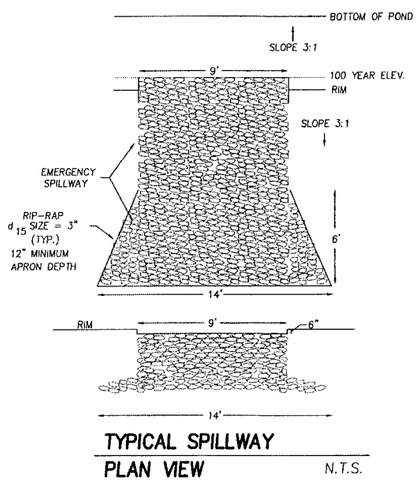


NOTES

1. STONE SHALL BE 3-4" STONE, RECLAIMED STONE, OR RECYCLED CONCRETE EQUIVALENT.
2. THE LENGTH OF THE STABILIZED ENTRANCE SHALL NOT BE LESS THAN 50'.
3. THE THICKNESS OF THE STONE FOR THE STABILIZED ENTRANCE SHALL NOT BE LESS THAN 6".
4. GEOTEXTILE FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING THE STONE.
5. ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARD THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A BERM WITH 5:1 SLOPES THAT CAN BE CROSSED BY VEHICLES MAY BE SUBSTITUTED FOR THE PIPE.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP-DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED PROMPTLY.
7. WHEELS SHALL BE CLEANED TO REMOVE MUD PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.

STABILIZED CONSTRUCTION ENTRANCE

N.T.S.



TYPICAL SPILLWAY PLAN VIEW

N.T.S.

GENERAL EROSION CONTROL NOTES

1. ALL EROSION CONTROL SHALL BE INSTALLED BEFORE THE START OF CONSTRUCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF THE PROJECT AND STABILIZATION OF ALL SOIL.
2. ALL FILL SHALL BE FREE OF STUMPS AND LARGE STONES.
3. ANY STANDING BODIES OF WATER CREATED DURING EXCAVATION SHALL BE ELIMINATED.
4. EROSION CONTROL BARRIERS SHALL BE INSPECTED WEEKLY AND AFTER EVERY 0.5" OF RAINFALL AND PROMPTLY REPAIRED OR REPLACED AS NECESSARY.
5. ACCUMULATED SEDIMENT DEPOSITS UPSTREAM OF BARRIERS SHALL BE PROPERLY DISPOSED OF ON A REGULAR BASIS.
6. AREAS OUTSIDE THE LIMITS OF WORK (EROSION CONTROL/SILT FENCE LOCATIONS) DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION AND/OR SEDIMENT CONTROLS DURING CONSTRUCTION. HE/SHE SHALL INSPECT CONTROLS WEEKLY AND AFTER ALL STORM EVENTS. REPAIRS, IF REQUIRED, SHALL BE MADE IMMEDIATELY.
8. TEMPORARY GROUND COVER SHALL BE ESTABLISHED IN AREAS OF CONSTRUCTION WHERE REQUIRED BY THE SALISBURY CONSERVATION COMMISSION.
9. ANY DISTURBED AREAS OF THE SITE NOT USED FOR ROADWAY OR UTILITY CONSTRUCTION SHALL BE STABILIZED WITH LOAM AND SEED UNTIL FURTHER DISTURBANCE IS REQUIRED FOR BUILDING CONSTRUCTION.
10. PROVIDE GRAVEL AND WIRE MESH SEDIMENT FILTER AT ALL CATCH BASINS.
11. A MINIMUM OF 6" OF LOAM SHALL BE INSTALLED ON ALL DISTURBED UNPAVED SURFACES.
12. PERMANENT SEED MIX SHALL BE MA STATE SLOPE MIXTURE (50% CREEPING RED FESCUE, 30% KENTUCKY 31 TALL FESCUE, 10% ANNUAL RYEGRASS, 5% RED TOP, 5% LADINO CLOVER) AND MA STATE PLOT MIXTURE (50% CREEPING RED FESCUE, 25% 85/80 KENTUCKY BLUEGRASS, 10% ANNUAL RYEGRASS, 10% RED TOP, 5% LADINO CLOVER)
13. NO MORE THAN 3 ACRES SHALL BE DISTURBED AT ONE TIME. ALL AREAS SHALL BE STABILIZED WITHIN 45 DAYS OF INITIAL DISTURBANCE.
14. WHERE PLACEMENT OF FILL IS REQUIRED FOR STORM WATER CONTROL, FILL SHALL BE PLACED IN AN UNFROZEN STATE UPON UNFROZEN GROUND. UNDER NO CIRCUMSTANCES SHALL FILL BE PLACED FROM NOVEMBER THROUGH JANUARY.
15. AN AREA SHALL BE CONSIDERED STABLE IF ONE OF THE FOLLOWING HAS OCCURRED: BASE COURSE GRAVELS HAVE BEEN INSTALLED IN AREAS TO BE PAVED; A MINIMUM OF 85% VEGETATED GROWTH HAS BEEN ESTABLISHED; A MINIMUM OF 3" OF NON-EROSIVE MATERIAL SUCH AS STONE OR RIPRAP HAS BEEN INSTALLED; OR EROSION CONTROL BLANKETS HAVE BEEN PROPERLY INSTALLED.
16. ALL PROPOSED VEGETATED AREAS WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATIVE GROWTH BY OCT. 15TH, OR WHICH ARE DISTURBED AFTER OCT. 15TH, SHALL BE STABILIZED BY SEEDING AND INSTALLING EROSION CONTROL BLANKETS ON SLOPES GREATER THAN 3:1, AND SEEDING AND PLACING 3 TO 4 TONS OF MULCH PER ACRE, SECURED WITH ANCHORED NETTING, ELSEWHERE. THE INSTALLATION OF EROSION CONTROL BLANKETS OR MULCH AND NETTING SHALL NOT OCCUR OVER ACCUMULATED SNOW OR ON FROZEN GROUND AND SHALL BE COMPLETED IN ADVANCE OF THAW OR SPRING MELT EVENTS.
17. ALL DITCHES OR SWALES WHICH DO NOT EXHIBIT A MINIMUM OF 85% VEGETATIVE GROWTH BY OCT. 15TH, OR WHICH ARE DISTURBED AFTER OCT. 15TH, SHALL BE STABILIZED TEMPORARILY WITH STONE OR EROSION CONTROL BLANKETS APPROPRIATE FOR THE DESIGN FLOW CONDITIONS.

CONSTRUCTION SEQUENCE

1. INSTALL EROSION CONTROL AT LIMIT OF WORK & STAKE OUT STORMWATER AREAS
2. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AS DEPICTED.
3. CLEAR AND GRUB DEBRIS TO PHASE LINE AND DISPOSE OF PROPERLY.
4. STRIP, SCREEN AND STOCKPILE TOPSOIL. TOPSOIL CAN BE TEMPORARILY STOCKPILED ON SITE PROVIDING THAT THE PERIMETER OF THE STOCKPILES ARE PROPERLY STAKED WITH SILT FENCE AT THE TOE OF SLOPE.
5. ROUGH GRADE CONSTRUCTED WETLANDS.
6. GRADE PAVEMENT TO TOP OF SUBGRADE ELEVATIONS. ALL ROADWAYS MUST BE STABILIZED IMMEDIATELY AFTER GRADING.
7. BEGIN BUILDING CONSTRUCTION.
8. INSTALL UTILITIES/DRAINAGE STRUCTURES.
9. PLACE RIPRAP WHERE SHOWN ON PLANS. LOAM AND HYDROSEED SIDESLOPES AND ALL DISTURBED AREAS WITHIN 72 HOURS.
10. ADD PLANTINGS TO CONSTRUCTED WETLANDS.
11. SPREAD, SHAPE, AND COMPACT PAVEMENT SUBBASE AS PER TYPICAL PAVEMENT SECTION TO ATTAIN FINAL DESIGN ELEVATIONS.
12. PERFORM BINDER COURSE PAVING.
13. LOAM AND HYDROSEED ANY DISTURBED SURFACES ALONG EDGES OF PAVEMENT AS REQUIRED.
14. PERFORM FINAL PAVING (TOP COURSE).
15. REMOVE EROSION CONTROL.

COMMONWEALTH OF MASSACHUSETTS — CHRISTOPHER M. YUPK — CIVIL — NO. 39781 — REGISTERED PROFESSIONAL ENGINEER
10-26-20

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MEI — MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: AS NOTED | DESG. BY: C.M.Y. | PROJECT: M193659
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.

SITE PLAN
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

EROSION CONTROL DETAILS

SHEET: C-14

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TEST PIT#01-20
ELEV. = 21.0

0"	
	Ap – FINE SANDY LOAM
8"	
	Bw – FINE SANDY LOAM
20"	
	C1 – FINE SANDY LOAM
32"	
	C2 – SILT CLAY LOAM
51"	
	C3 – CLAY
62"	

ESHWT = 20" = 19.3

TEST PIT#02-20
ELEV. = 21.5

0"	
	Ap – FINE SANDY LOAM
8"	
	Bw – FINE SANDY LOAM
18"	
	C1 – FINE SANDY LOAM
30"	
	C2 – SILT CLAY LOAM
55"	
	C3 – CLAY
70"	

ESHWT = 23" = 19.6

TEST PIT#03-20
ELEV. = 21.0

0"	
	Ap – FINE SANDY LOAM
9"	
	Bw – FINE SANDY LOAM
18"	
	C1 – FINE LOAMY SAND
40"	
	C2 – FINE SANDY LOAM
63"	
	C3 – SILT LOAM
80"	

ESHWT = 28" = 18.7

TEST PIT#04-20
ELEV. = 19.5

0"	
	Ap – FINE LOAMY SAND
10"	
	Bw – FINE SANDY LOAM
16"	
	C1 – FINE LOAMY SAND
28"	
	C2 – FINE SANDY LOAM
60"	
	C3 – SILT LOAM
77"	

ESHWT = 25" = 17.4

TEST PIT#05-20
ELEV. = 18.0

0"	
	Ap – FINE SANDY LOAM
12"	
	E – FINE LOAMY SAND
14"	
	Bw – FINE SANDY LOAM
23"	
	C1 – SILT CLAY LOAM
51"	

ESHWT = 12" = 17.0

TEST PIT#06-20
ELEV. = 17.0

0"	
	Ap – FINE SANDY LOAM
5"	
	Bw – FINE SANDY LOAM
14"	
	C1 – SILT LOAM
24"	
	C2 – SILT CLAY LOAM
48"	

ESHWT = 17" = 15.6

TEST PIT#07-20
ELEV. = 15.0

0"	
	Ap – FINE SANDY LOAM
6"	
	Bw – FINE SANDY LOAM
20"	
	C1 – SILT LOAM
43"	

ESHWT = 14" = 13.8

TEST PIT#08-20
ELEV. = 16.0

0"	
	Ap – FINE SANDY LOAM
7"	
	Bw – FINE SANDY LOAM
21"	
	C1 – SILT LOAM
46"	

ESHWT = 15" = 14.8

TEST PIT#09-20
ELEV. = 18.0

0"	
	Ap – FINE LOAMY SAND
10"	
	Bw – FINE LOAMY SAND
25"	
	C1 – FINE SANDY LOAM
35"	
	C2 – FINE SANDY LOAM
55"	
	C3 – SILT LOAM
70"	

ESHWT = 35" = 15.1

TEST PIT#10-20
ELEV. = 19.5

0"	
	Ap – FINE LOAMY SAND
12"	
	Bw – FINE LOAMY SAND
24"	
	C1 – FINE SANDY LOAM
36"	
	C2 – FINE SANDY LOAM
53"	
	C3 – SILT CLAY LOAM
67"	

ESHWT = 34" = 16.7

TEST PIT#11-20
ELEV. = 15.0

0"	
	Ap – FINE SANDY LOAM
9"	
	Bw – SILT LOAM
24"	
	C1 – SILT CLAY LOAM
48"	

ESHWT = 21" = 13.3

TEST PIT#12-20
ELEV. = 15.0

0"	
	Ap – FINE LOAMY SAND
10"	
	Bw – FINE LOAMY SAND
21"	
	C1 – FINE SANDY LOAM
34"	
	C2 – SILT LOAM
53"	

ESHWT = 28" = 12.7

TEST PIT#13-20
ELEV. = 17.5

0"	
	Ap – FINE SANDY LOAM
10"	
	Bw – FINE SANDY LOAM
22"	
	C1 – FINE LOAMY SAND
50"	
	C2 – SILT LOAM
70"	

ESHWT = 15" = 16.3

TEST PIT#14-20
ELEV. = 19.5

0"	
	Ap – FINE SANDY LOAM
12"	
	Bw – FINE SANDY LOAM
30"	
	C1 – FINE LOAMY SAND
58"	
	C2 – SILT LOAM
82"	

ESHWT = 26" = 17.3

TEST PIT#15-20
ELEV. = 20.0

0"	
	Ap – FINE LOAMY SAND
10"	
	Bw – FINE SANDY LOAM
25"	
	C1 – FINE SANDY LOAM
36"	
	C2 – SILT LOAM
62"	

ESHWT = 25" = 17.9

TEST PIT#16-20
ELEV. = 15.5

0"	
	Ap – FINE SANDY LOAM
8"	
	Bw – FINE SANDY LOAM
20"	
	C1 – FINE LOAMY SAND
48"	
	C2 – SILT LOAM
57"	

ESHWT = 18" = 14.0

TEST PIT#17-20
ELEV. = 19.0

0"	
	Ap – FINE SANDY LOAM
8"	
	Bw – FINE SANDY LOAM
22"	
	C1 – FINE LOAMY SAND
41"	
	C2 – SILT LOAM
65"	

ESHWT = 22" = 17.2

TEST PIT#18-20
ELEV. = 16.0

0"	
	Ap – FINE SANDY LOAM
10"	
	Bw – FINE SANDY LOAM
17"	
	C1 – FINE SANDY LOAM
25"	
	C2 – SILT LOAM
59"	

ESHWT = 24" = 14.0

TEST PIT#19-20
ELEV. = 19.0

0"	
	Ap – FINE LOAMY SAND
6"	
	Bw – FINE LOAMY SAND
17"	
	C1 – FINE LOAMY SAND
32"	
	C2 – FINE SANDY LOAM
56"	

ESHWT = 24" = 17.0

TEST PIT#20-20
ELEV. = 12.0

0"	
	Ap – FINE SANDY LOAM
10"	
	Bw – FINE SANDY LOAM
18"	
	C1 – SILT LOAM
49"	

ESHWT = 16" = 10.7

TEST PIT#21-20
ELEV. = 11.5

0"	
	Ap – FINE SANDY LOAM
9"	
	Bw – FINE SANDY LOAM
21"	
	C1 – SILT LOAM
53"	

ESHWT = 16" = 10.2

TEST PIT#22-20
ELEV. = 18.0

0"	
	Ap – FINE SANDY LOAM
5"	
	Bw – FINE LOAMY SAND
18"	
	C1 – SAND
41"	
	LEDGE

ESHWT = 25" = 15.9

TEST PIT#23-20
ELEV. = 14.0

0"	
	Ap – FINE SANDY LOAM
5"	
	Bw – FINE SANDY LOAM
19"	
	C1 – SILT LOAM
52"	

ESHWT = 14" = 12.8

TEST PIT#24-20
ELEV. = 18.0

0"	
	Ap – FINE SANDY LOAM
9"	
	Bw – FINE SANDY LOAM
18"	
	C1 – SILT LOAM
49"	

ESHWT = 15" = 16.8

TEST PIT#25-20
ELEV. = 23.0

0"	
	Ap – FINE SANDY LOAM
9"	
	Bw – FINE SANDY LOAM
27"	
	C1 – SILT LOAM
58"	

ESHWT = 15" = 21.8

COMMONWEALTH OF MASSACHUSETTS
CHRISTOPHER M. YORK
No. 49181
REGISTERED PROFESSIONAL ENGINEER
10-26-20

PREPARED FOR

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SCALE: AS NOTED | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

SITE PLAN
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD & MEADOWVIEW LANE

SOIL LOGS

SHEET: C-15

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Site Lighting Layout

At

6 FOREST ROAD

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
○	A3	30	Sternberg Lighting	1A 1970LED S BF 4ARC35T3R MDL03 FG	1970 Gallery Fixture; mounted at 14ft	LED	1	1970LED-4ARC45T3R-MDL03-FG.IES	6701	0.9	64.7
○	A4	4	Sternberg Lighting	1A 1970LED S BF 4ARC35T4 MDL03 FG	1970 Gallery Fixture; mounted at 14ft	LED	1	1970LED-4ARC45T4-MDL03-FG.IES	6705	0.9	64.5

1970LED GALLERY SERIES

LED

EPA .93 (ft²)
WEIGHT 38 LBS

7 YEAR WARRANTY

LUMEN RANGE 5,075 to 16,420

LIFE SPAN L70 MINIMUM 100,000 HOURS

UL LISTED

CLICK FOR FAQ's

RATED IP65

JOB NAME

FIXTURE TYPE

MEMO

BUILD A PART NUMBER

ORDERING EXAMPLE: 2A-1970LED-S-GR-4ARC45T5-MDL03-SV1-R7-PE-HSHN/CA6/5218P5/UBKT

Mounting Config	Fixture	Shade Edge	Top Feature	LED	CCT	Type	Driver	Lens	Optional Control Receptacle	Optional Control	Option Fuse	Option Hang-straight	Option House Side Shield	Arm See Arm Spec Sheets	Pole See Pole Spec Sheets	Finish

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Outside of Parking Lot	+	0.4 fc	4.4 fc	0.0 fc	N/A	N/A
Roadway	+	1.6 fc	4.3 fc	0.2 fc	21.5:1	8.0:1

Designer
Heidi G. Connors
Visible Light, Inc.
24 Stickney Terrace
Suite 6
Hampton, NH 03842

Date
10/26/2020

Scale
1"=30'

Drawing No.

Summary

E-1

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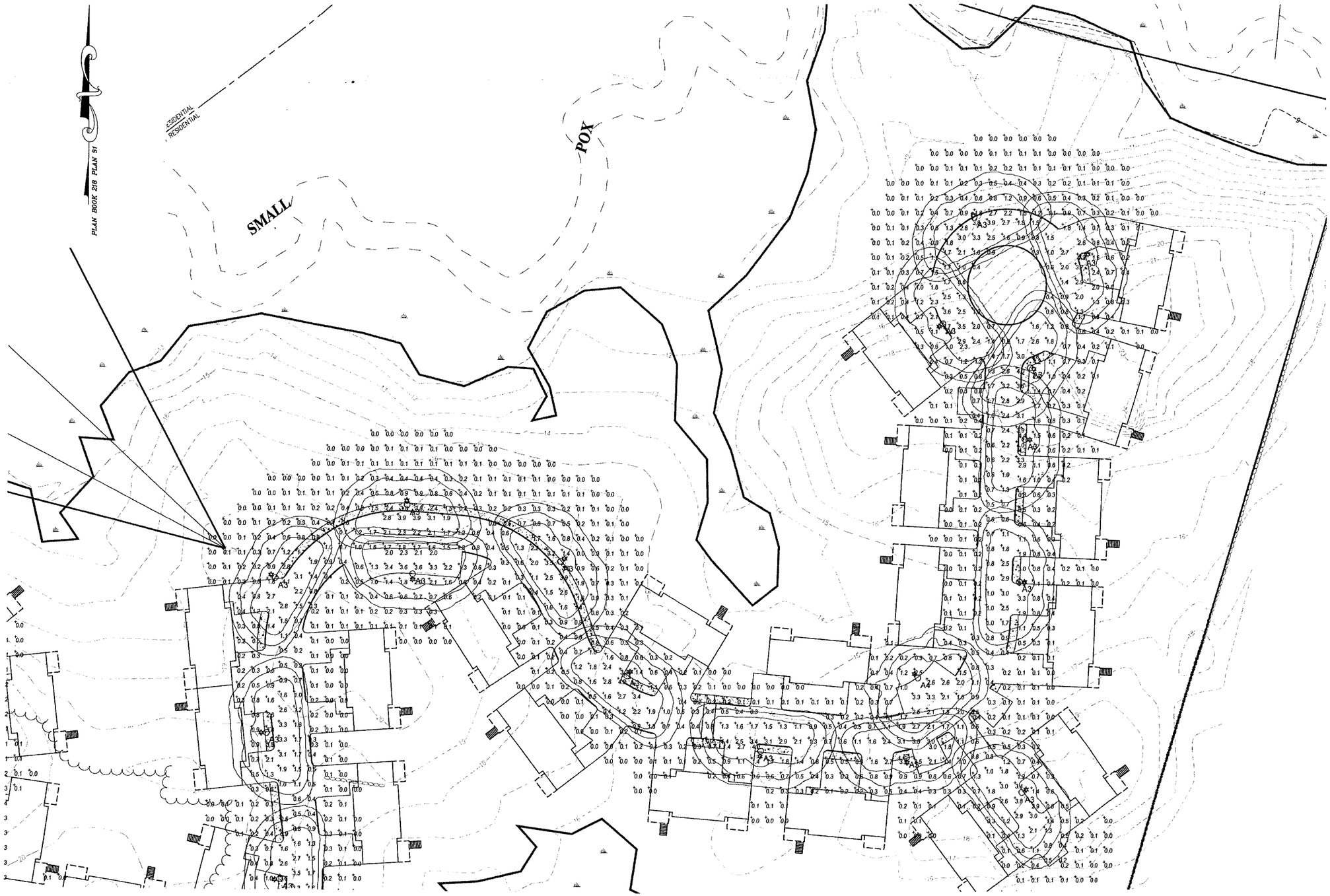
PLAN BOOK 218 PLAN 91

Site Lighting Layout
At
6 FOREST ROAD

Designer
Heidi G. Connors
Visible Light, Inc.
24 Stickney Terrace
Suite 6
Hampton, NH 03842
Date
10/26/2020
Scale
1"=30'
Drawing No.

Summary

E-2

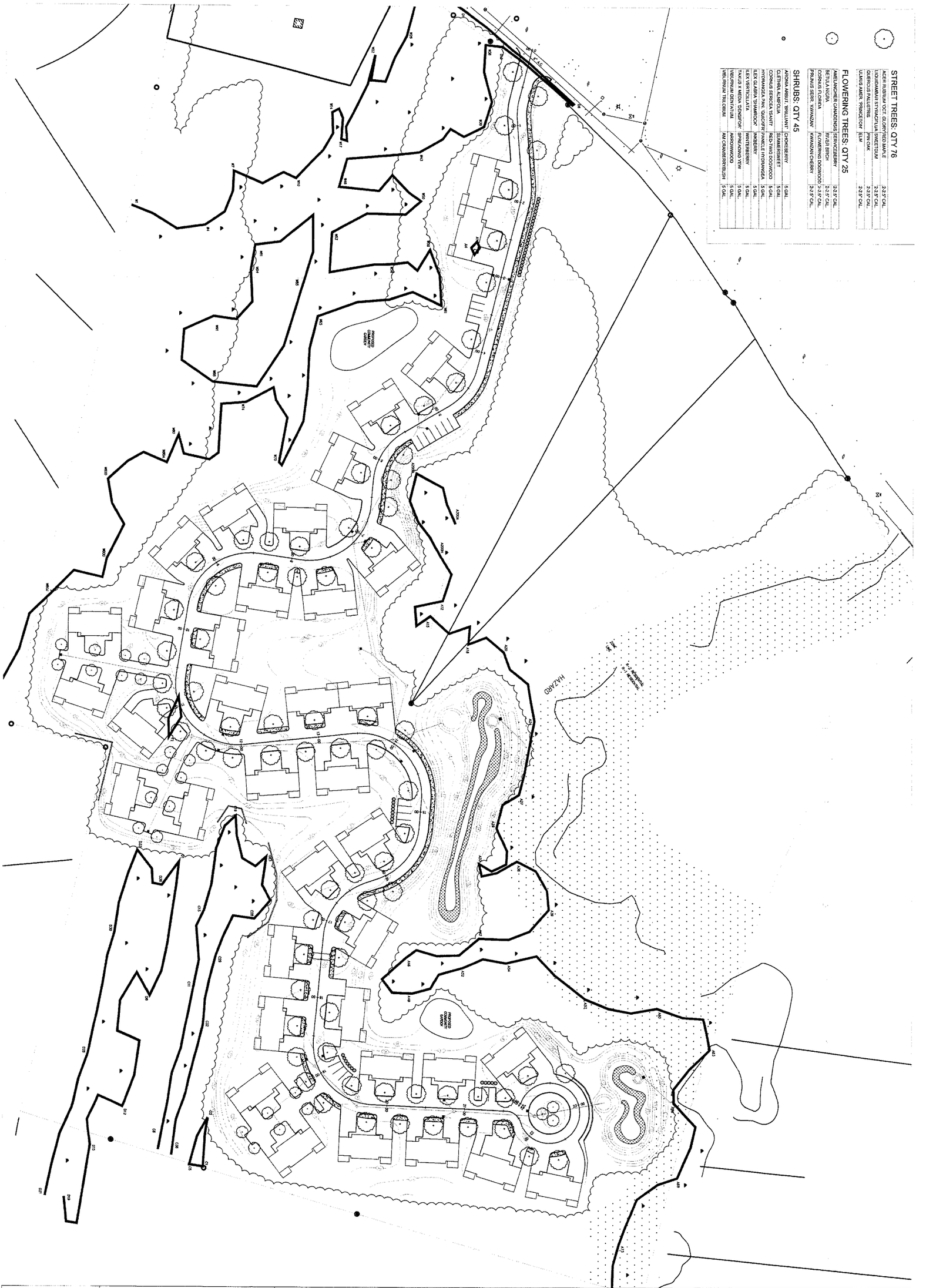


Site Lighting Layout
At
6 FOREST ROAD

Designer
Heidi G. Connors
Visible Light, Inc.
24 Stickney Terrace
Suite 6
Hampton, NH 03842
Date
10/26/2020
Scale
1"=30'
Drawing No.

Summary

E-3



Issued:		
1	9-5-20	For review
2	9-5-20	For review
3	9-28-20	For review
4	9-30-20	For review
5		
6		
7		

LANDSCAPE PLAN

Scale: 1"=50'-0"

6 Forest Rd.

Salisbury, MA

KDTurner Design
landscape architecture

27 High St.
Newburyport, MA 01950

ph) 781.632.6004

L-1

FLOWERING TREES: QTY 1

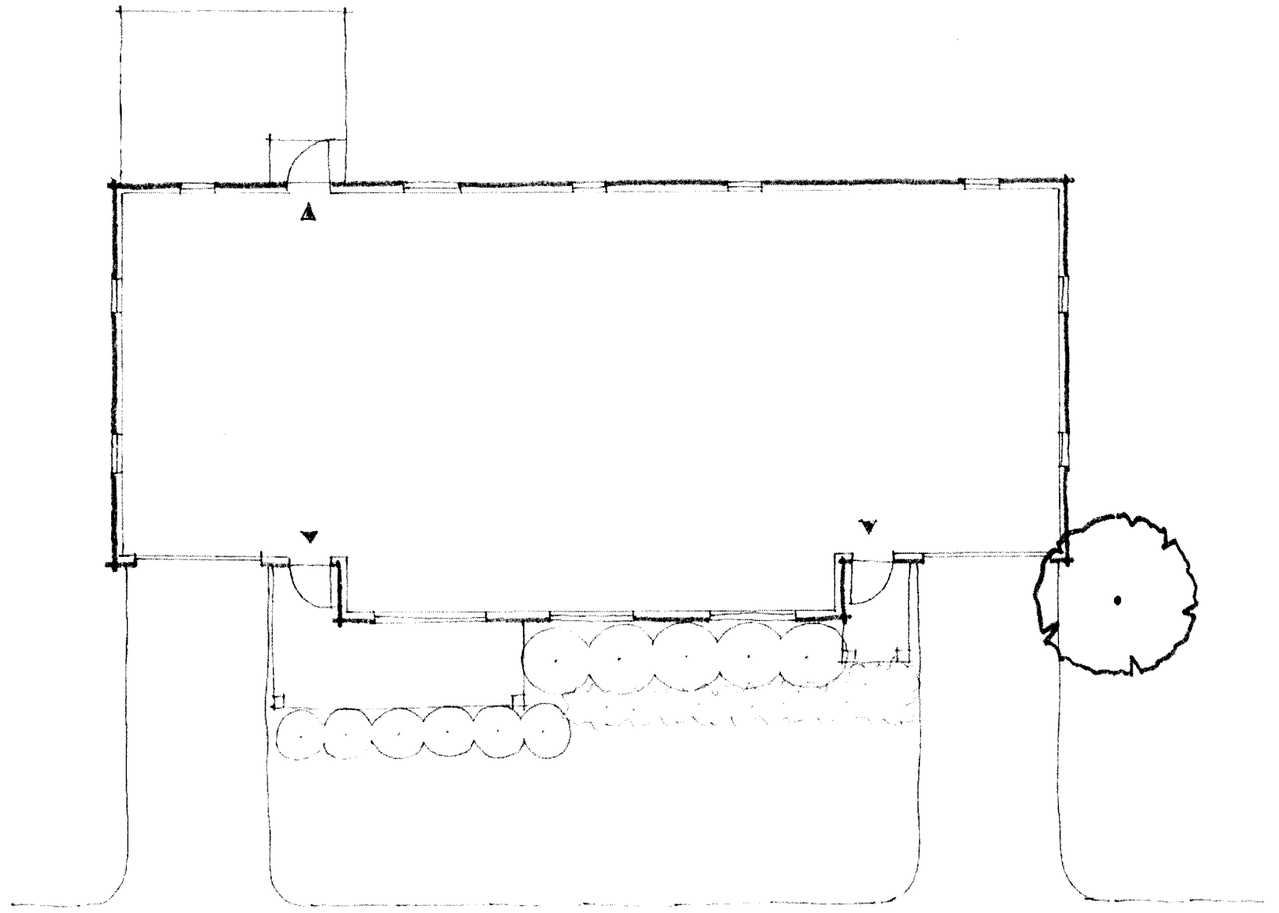
AMELANCHIER CANADENSIS	SERVICEBERRY	2-2.5" CAL.
BETULA NIGRA	RIVER BIRCH	2-2.5" CAL.
CORNUS X 'RUTBAN'	DOGWOOD	2-2.5" CAL.
PRUNUS SERR. 'KWANZAN'	KWANZAN CHERRY	2-2.5" CAL.

SHRUBS: QTY 11

CORNUS SERICEA 'ISANTI'	RED-TWIG DOGWOOD	5 GAL.
FOTHERGILLA GARDENII	DWARF FOTHERGILLA	3 GAL.
HYDRANGEA PAN. 'BOBO'	PANICLE HYDRANGEA	3 GAL.
HYDRANGEA 'ENDLESS SUM'	HYDRANGEA	3 GAL.
ILEX GLABRA 'SHAMROCK'	INKBERRY	5 GAL.
RHODODENDRON C. 'ALBA'	RHODODENDRON	5 GAL.
ROSA 'RADTKO'	KNOCKOUT ROSE	3 GAL.
SYRINGA PAT. 'MISS KIM'	LILAC	3 GAL.
TAXUS X MEDIA 'DENSIFOR'	SPREADING YEW	5 GAL.

PERENNIALS: QTY 12

ALLIUM 'MILLENNIUM'	FLOWERING ONION	1 GAL.
ASTILBE 'BRIDAL WREATH'	ASTILBE	1 GAL.
HEMEROCALLIS 'HAPPY RET'	DAYLILY	1 GAL.
HOSTA 'GUACAMOLE'	HOSTA	1 GAL.
ECHINACEA PURPUREA	ECHINACEA	1 GAL.
NEPETA 'WALKERS LOW'	CATMINT	1 GAL.



KDTurner Design
landscape architecture
27 High St.
Newburyport, MA 01950
ph) 781.632.6004

L-2

6 Forest Rd.
Salisbury, MA

PROTOTYPICAL UNIT LANDSCAPE PLAN

Scale: 1"=10'-0"

Issued:	
1	9-5-20 For review
2	9-9-20 For review
3	
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5	
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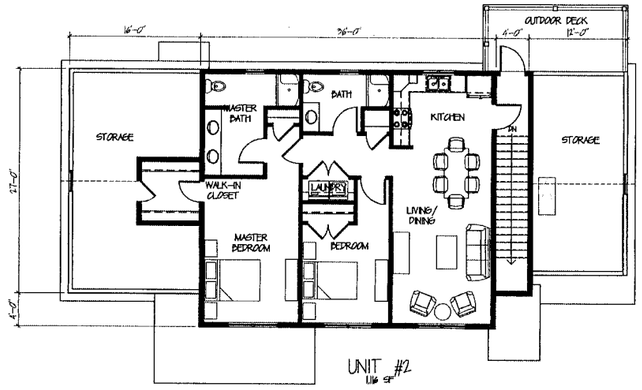
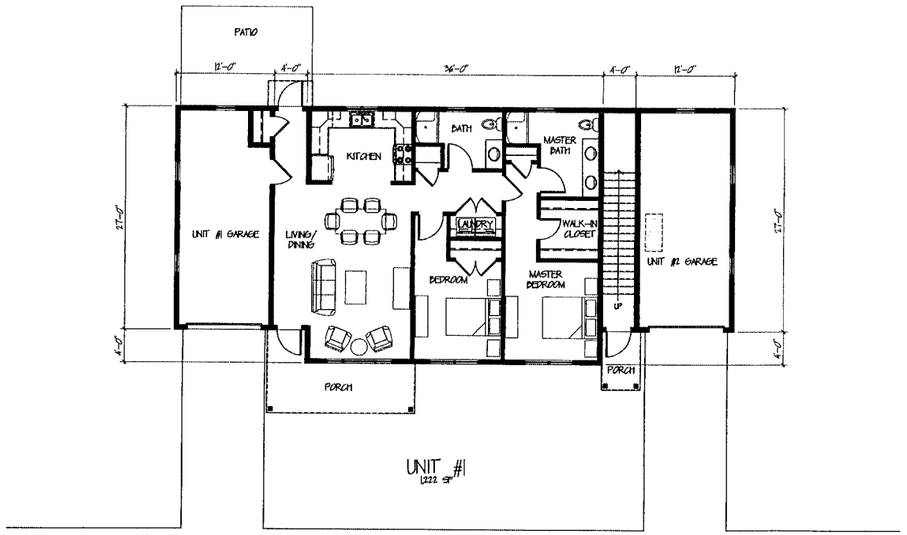
7	



SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

REV. NO.	REVISIONS	DATE

DUPLEX

PROJECT:

SCHEMATIC FLOOR PLANS

SUBJECT:

DATE: 05/21/20

SCALE: 1/8"=1'-0"

UDELSMAN ASSOCIATES
ARCHITECTURE • PLANNING • DESIGN
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603-465-6960

PROJECT NO.: 1938

SHEET NO.: A1

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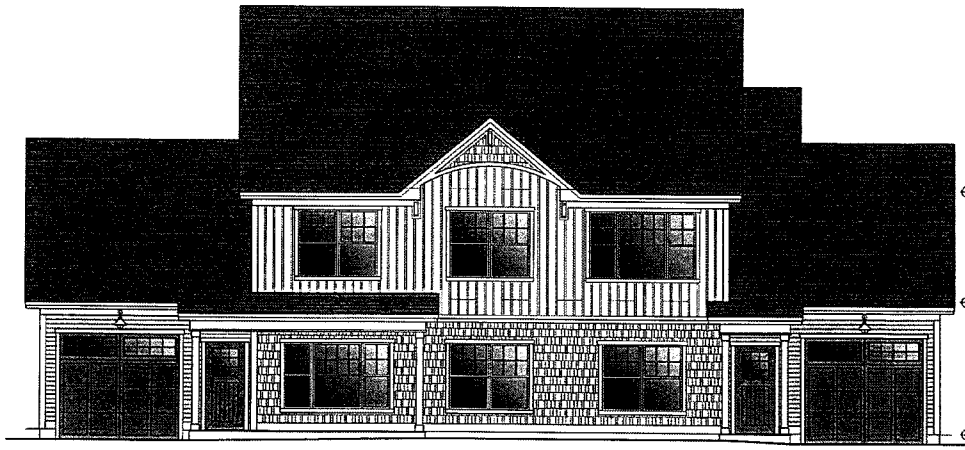
Exhibit K

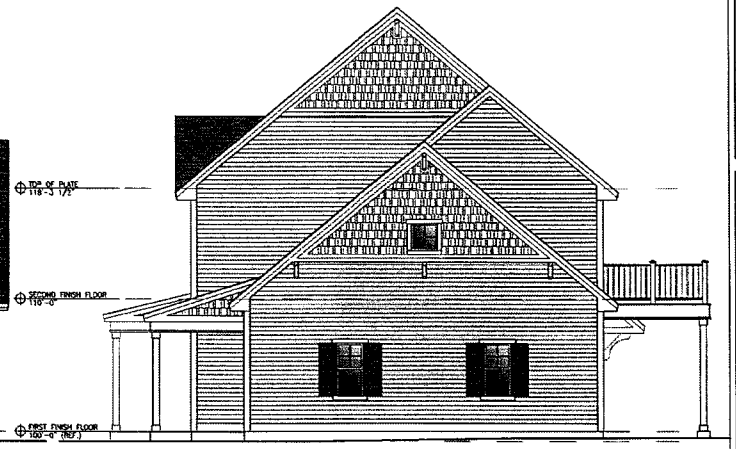
Architectural Drawings

Screenshot



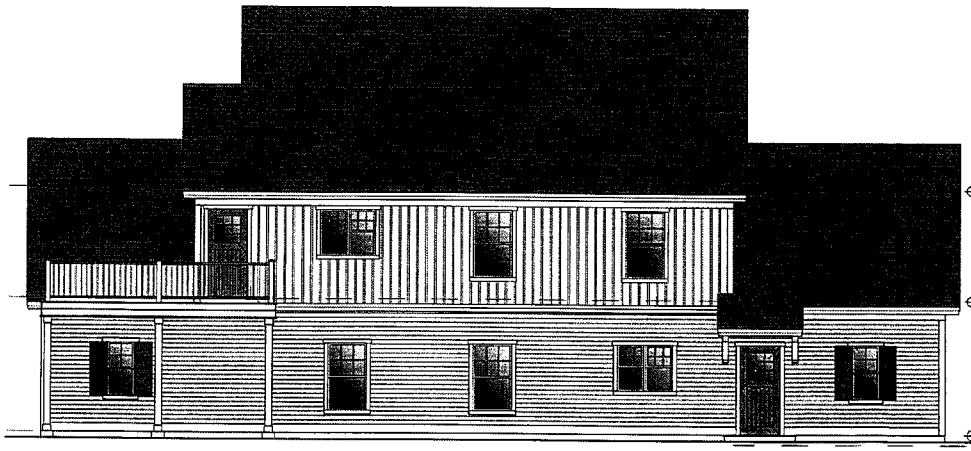
FRONT ELEVATION

SCALE: 1/4"=1'-0"



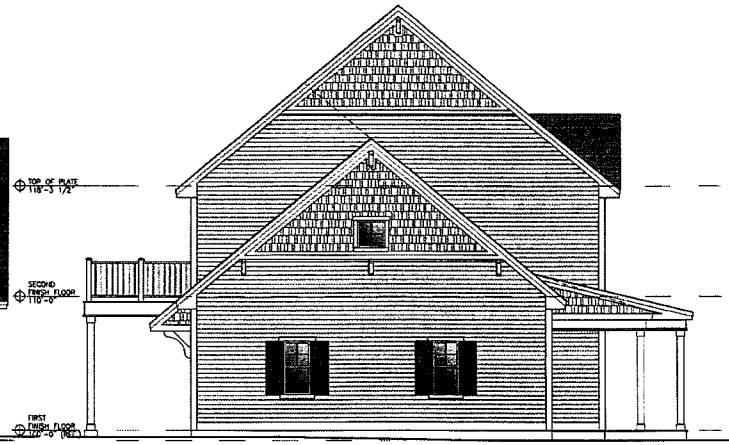
RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"

REV. NO	REVISIONS	DATE

PROJECT: DUPLEX

SUBJECT: SCHEMATIC EXTERIOR ELEVATIONS

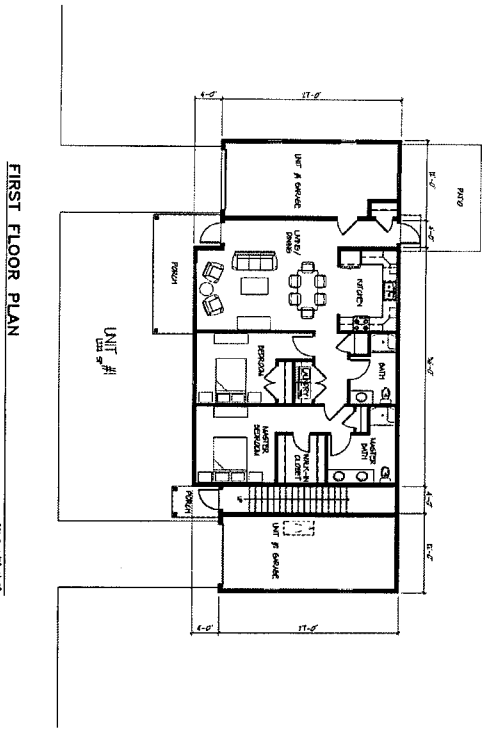
DATE: 05/21/20

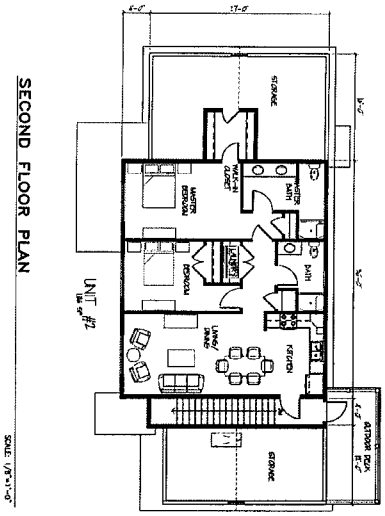
SCALE: AS SHOWN

UDELSMAN ASSOCIATES
ARCHITECTURE · PLANNING · INTERIORS
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
(603) 465-9581

PROJECT NO.: 1938

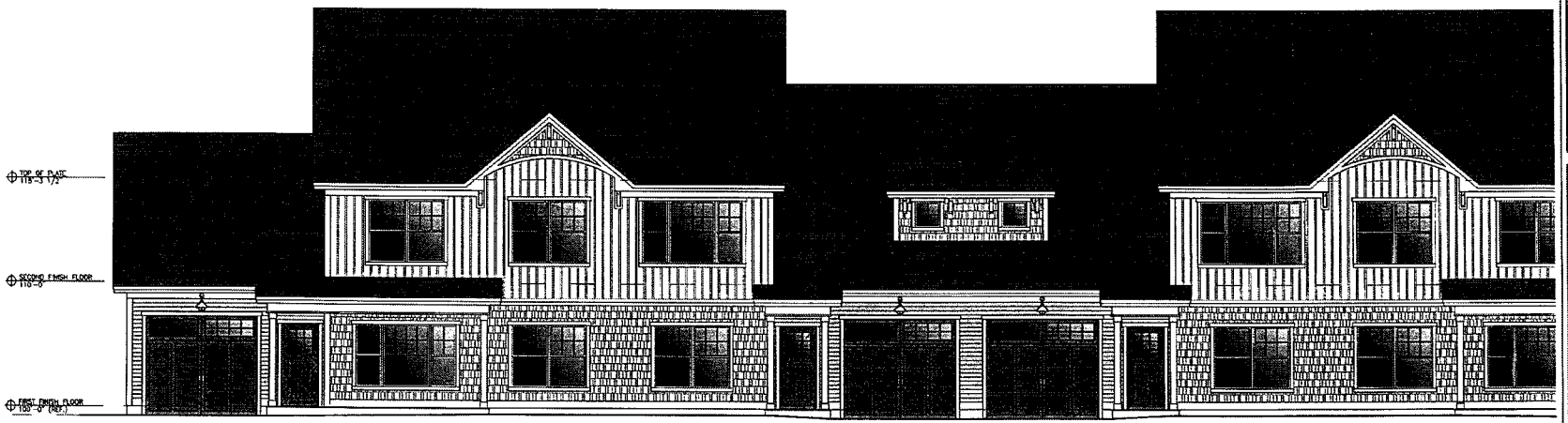
SHEET NO.: A2





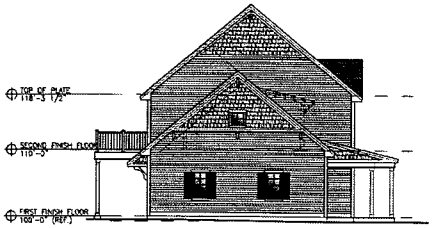
SHEET NO. A1	PROJECT NO. 1930		UDELSMAN ASSOCIATES ARCHITECTURE • PLANNING • DESIGN 161 FEDERAL HILL ROAD HOLLIS, NEW HAMPSHIRE 03049 603•465•6990	PROJECT: DUPLEX SUBJECT: SCHEMATIC FLOOR PLANS SCALE: 1/8"=1'-0" DATE: 05/21/20

REV. NO.	REVISIONS	DATE



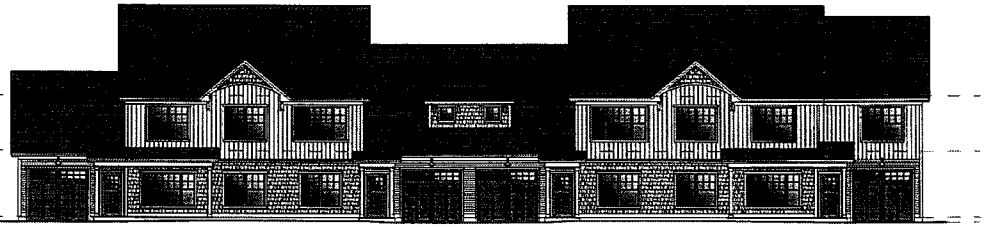
PARTIAL FRONT ELEVATION

SCALE: 1/4"=1'-0"



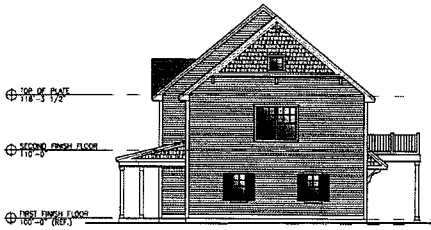
LEFT SIDE ELEVATION

SCALE: 1/8"=1'-0"



FULL FRONT ELEVATION

SCALE: 1/8"=1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"

FULL REAR ELEVATION

SCALE: 1/8"=1'-0"

REV. NO.	REVISIONS	DATE

PROJECT: FOUR-PLEX

SUBJECT: SCHEMATIC EXTERIOR ELEVATIONS

DATE: 04/13/20

SCALE: AS SHOWN

UDELSMAN ASSOCIATES
ARCHITECTURE · PLANNING · DESIGN
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603-465-6960

PROJECT NO.: 1938

SHEET NO.: A2

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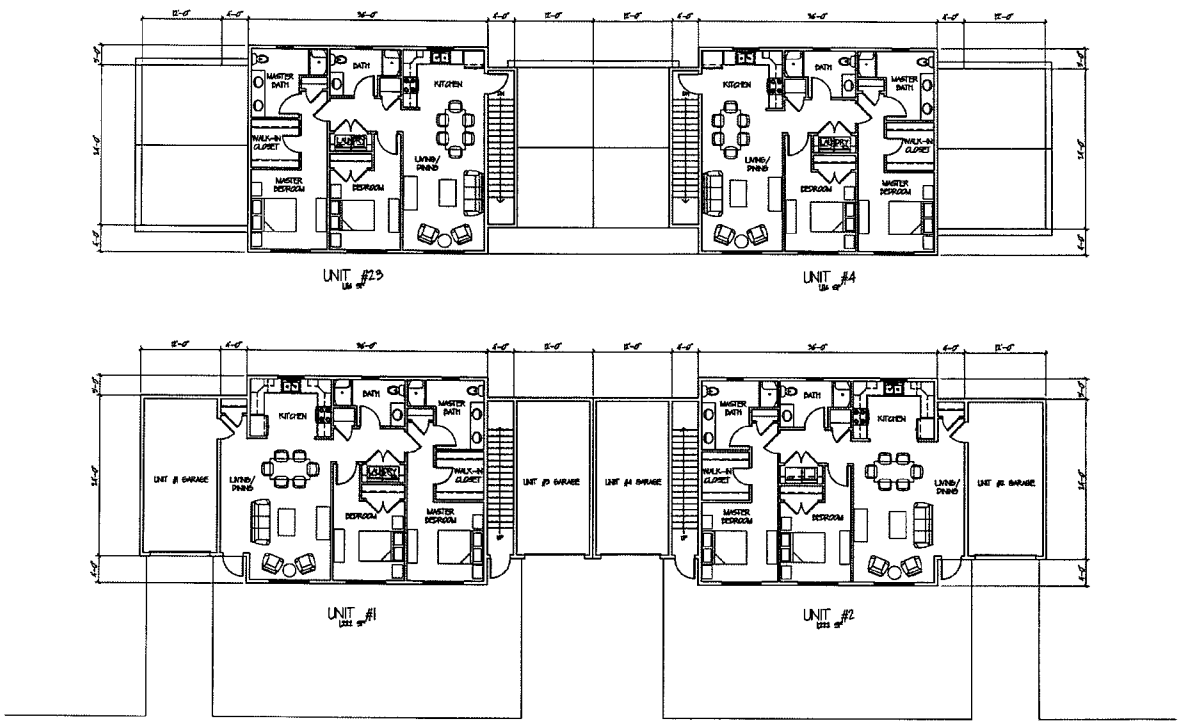


REV. NO.	REVISIONS	DATE

PROJECT: FOUR-PLEX CONCEPT A

SUBJECT: SCHEMATIC FLOOR PLANS

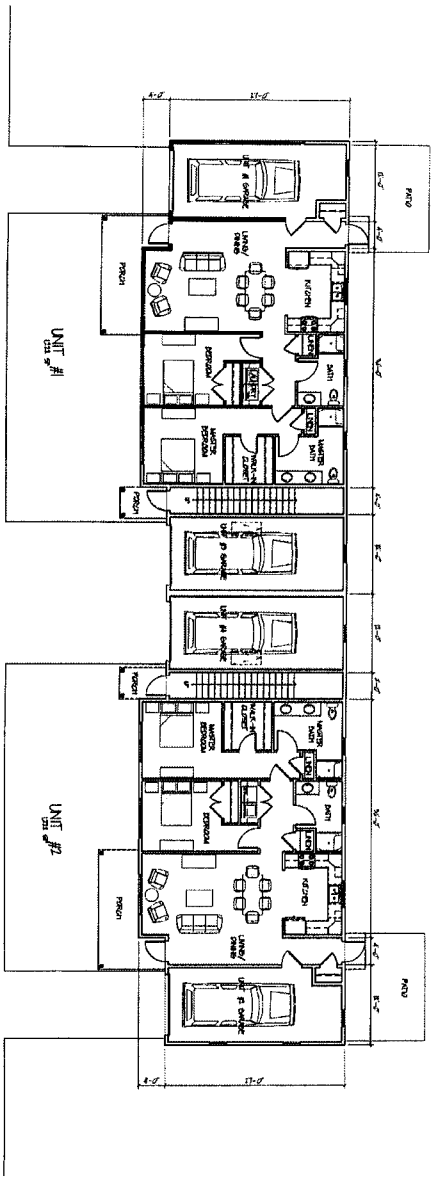
SCALE: 1/8"=1'-0"

DATE: 09/09/19

UDELSMAN ASSOCIATES
ARCHITECTURE • PLANNING • DESIGN
161 FEDERAL HILL ROAD
HOLLIS, NEW HAMPSHIRE 03049
603•465•6960

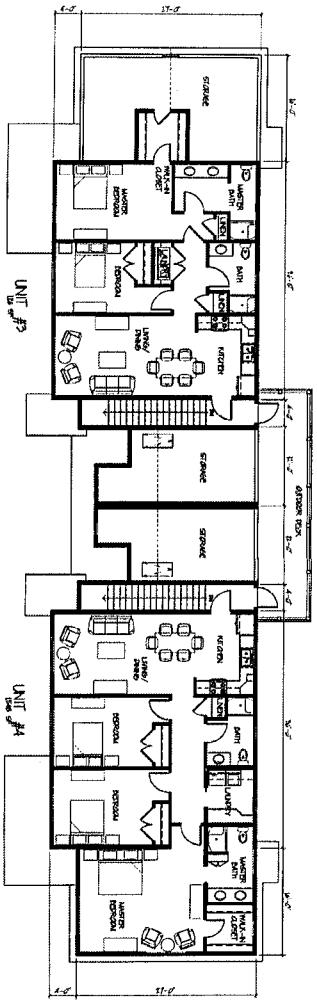
PROJECT NO.: 1938

SHEET NO.: A1



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"



SECOND FLOOR PLAN

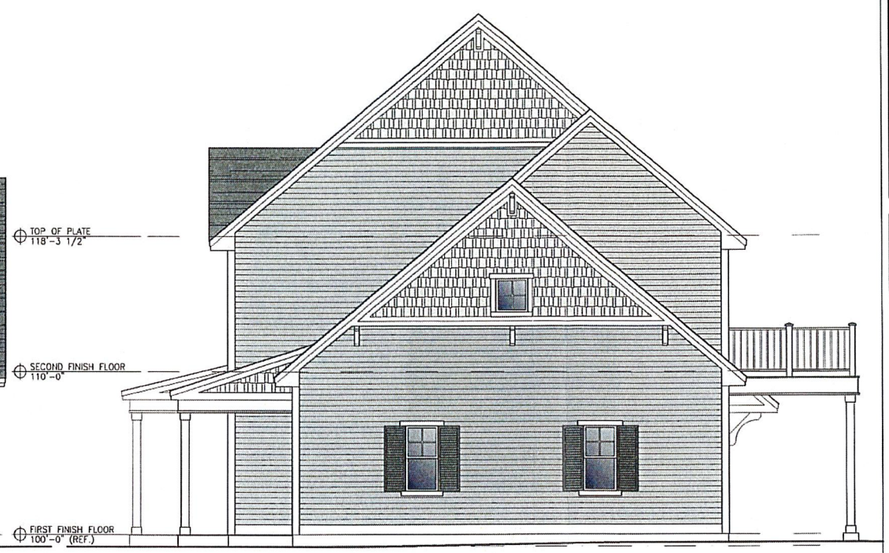
THREE BEDROOM UNIT AS OCCURS

SCALE: 1/8"=1'-0"

SHEET NO. A1	PROJECT NO. 1920		UDELSMAN ASSOCIATES ARCHITECTURE • PLANNING • DESIGN 161 FEDERAL HILL ROAD HOLLIS, NEW HAMPSHIRE 03049 603-465-6960	PROJECT: FOUR-PLEX SUBJECT: SCHEMATIC FLOOR PLANS SCALE: 1/8"=1'-0" DATE: 04/13/20	REV. NO. / REVISIONS / DATE

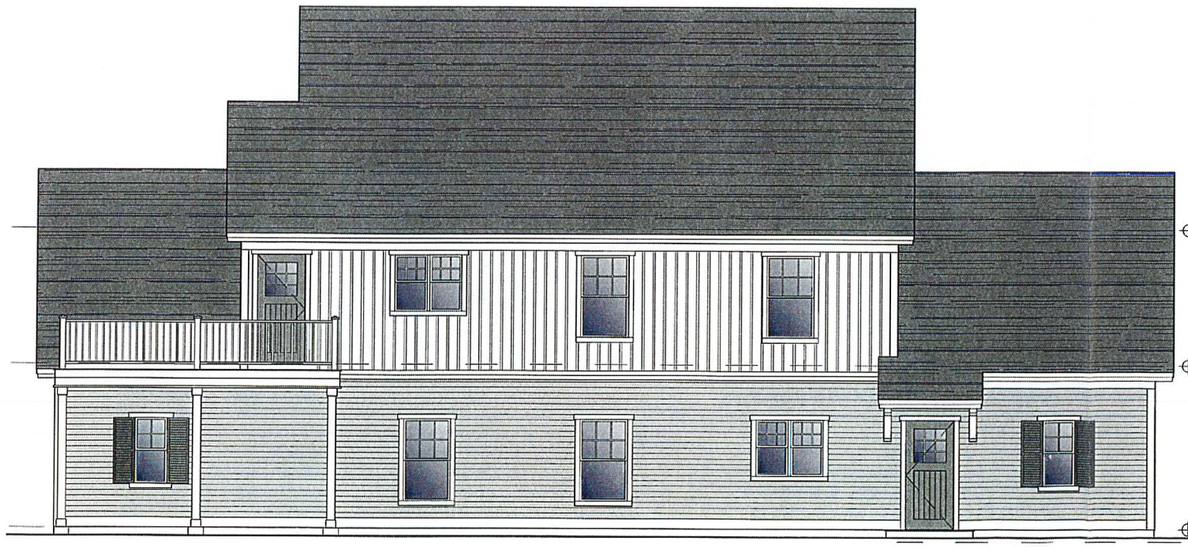
FRONT ELEVATION

SCALE: 1/4"=1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4"=1'-0"



REAR ELEVATION

SCALE: 1/4"=1'-0"

LEFT SIDE ELEVATION

SCALE: 1/4"=1'-0"

REV. NO.	REVISIONS	DATE

PROJECT:

DUPLEX

SUBJECT:

SCHEMATIC EXTERIOR ELEVATIONS

DATE: 05/21/20

SCALE: AS SHOWN

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PROJECT NO.:
1938

SHEET NO.:
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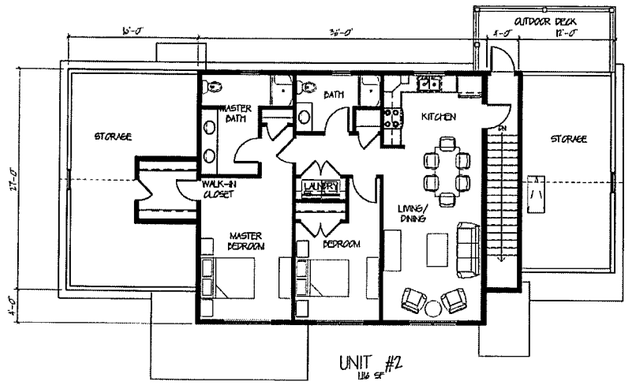
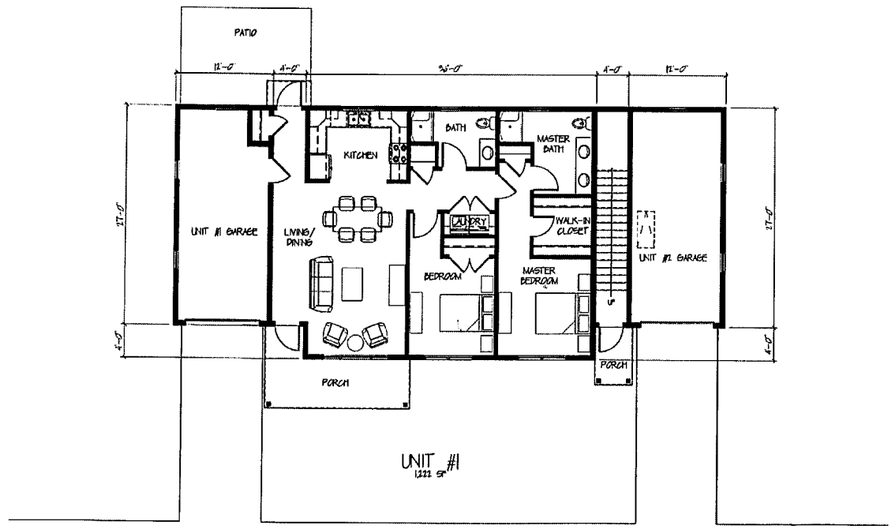


SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

REV. NO.	REVISIONS	DATE

DUPLEX

PROJECT:

SCHEMATIC FLOOR PLANS

DATE: 05/21/20

SUBJECT:

SCALE: 1/8"=1'-0"

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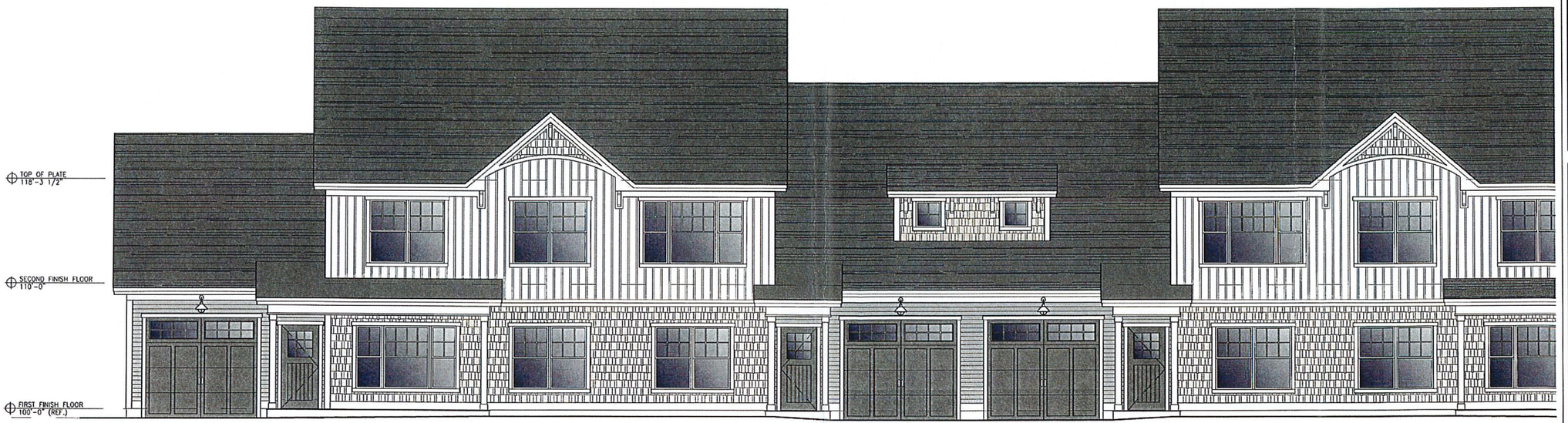

PARTIAL FRONT ELEVATION

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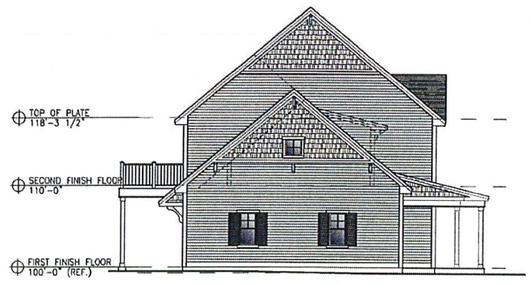

LEFT SIDE ELEVATION

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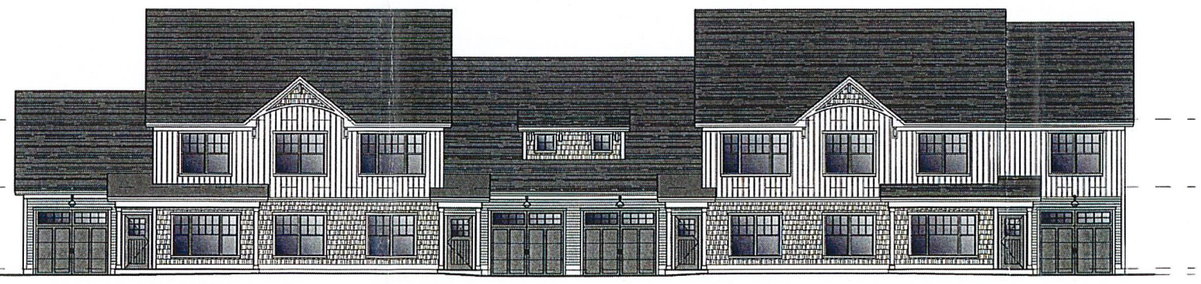

FULL FRONT ELEVATION

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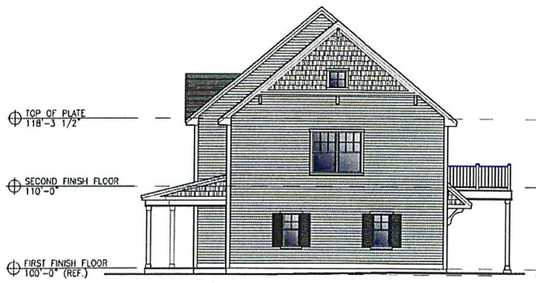
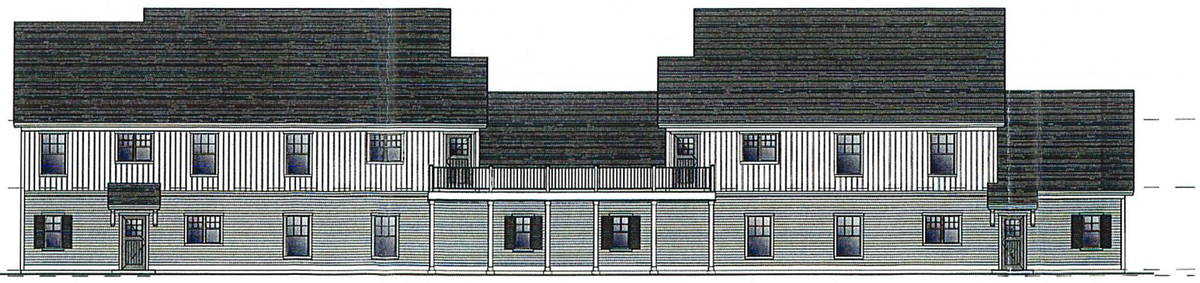


RIGHT SIDE ELEVATION

SCALE: 1/8"=1'-0"



FULL REAR ELEVATION

SCALE: 1/8"=1'-0"

REV. NO.	REVISIONS	DATE

FOUR-PLEX

SCHEMATIC EXTERIOR ELEVATIONS

DATE: 04/13/20

PROJECT:

SCALE: AS SHOWN

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PROJECT NO.: 1938

SHEET NO.: A2

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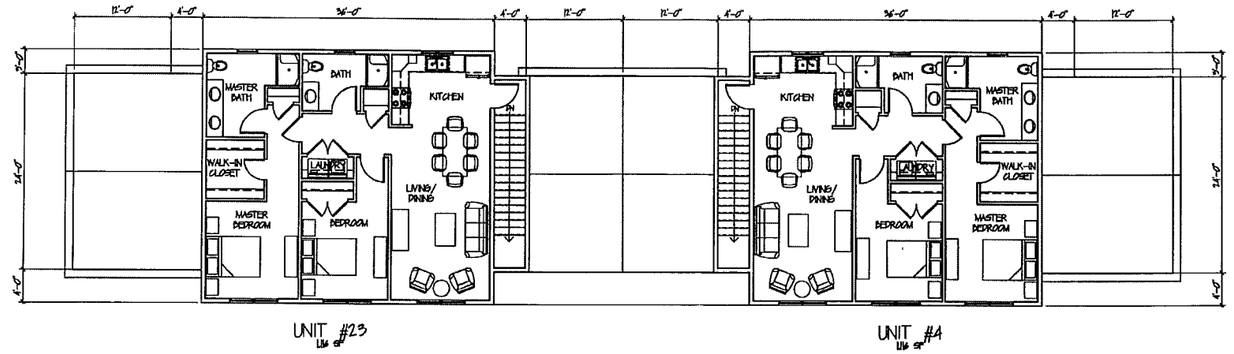

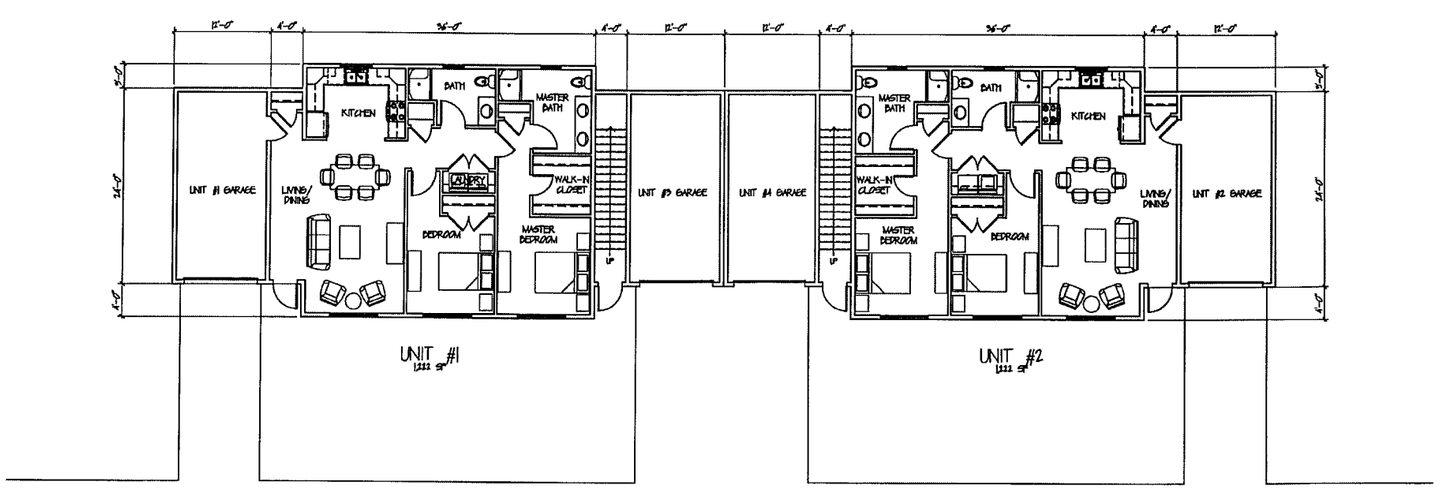

REV. NO.	REVISIONS	DATE

PROJECT:

FOUR-PLEX
CONCEPT A

DATE: 09/09/19

SUBJECT:

SCHEMATIC FLOOR PLANS

SCALE: 1/8"=1'-0"

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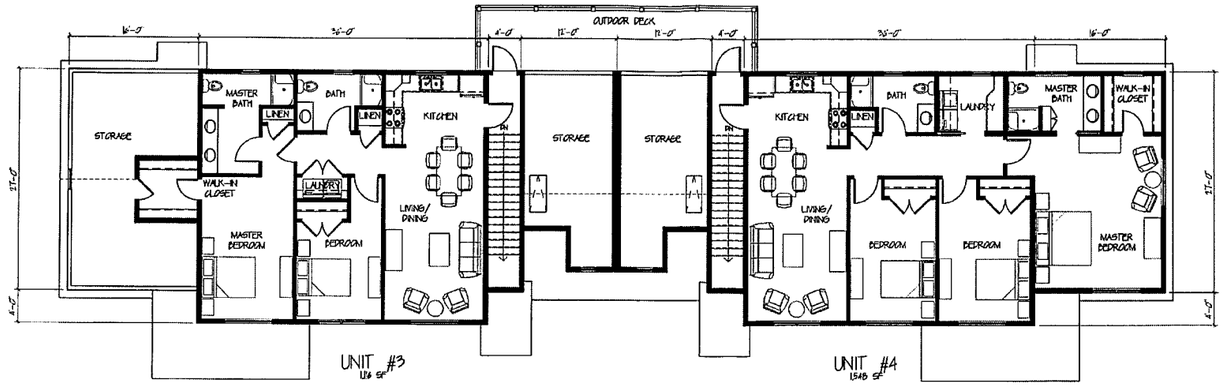
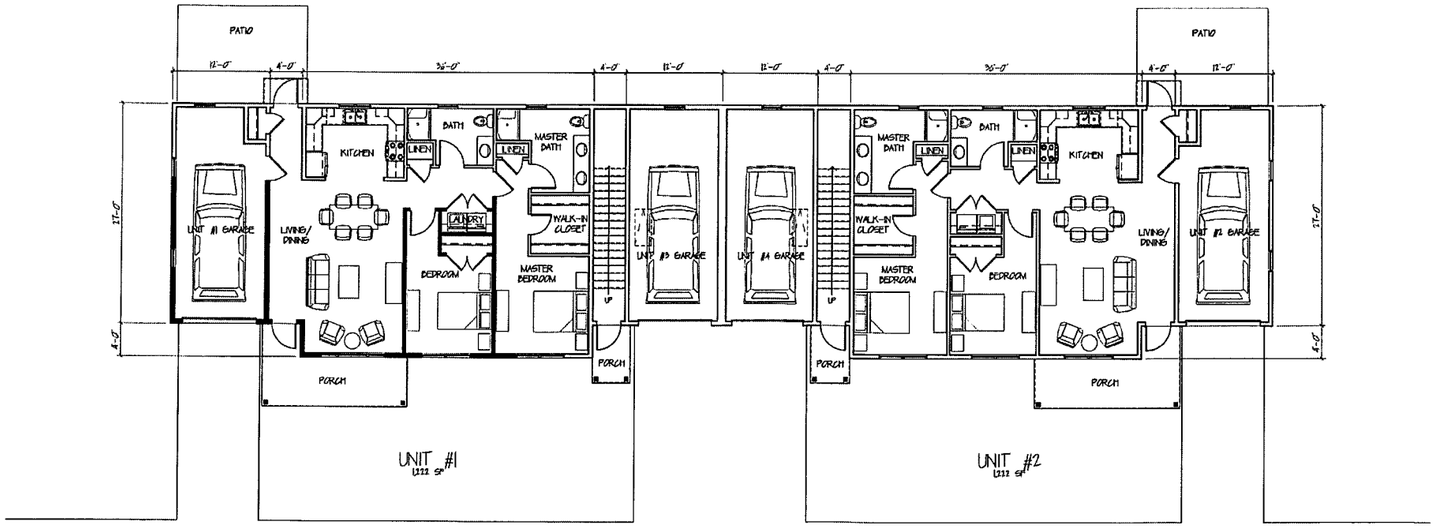


SECOND FLOOR PLAN — THREE BEDROOM UNIT AS OCCURS

SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

REV. NO.	REVISIONS	DATE

PROJECT: FOUR-PLEX

SUBJECT: SCHEMATIC FLOOR PLANS

DATE: 04/13/20

SCALE: 1/8"=1'-0"

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SHEET NO.: A1

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L

Exhibit L

Traffic Report

BAYSIDE ENGINEERING

600 Unicorn Park Drive σ Woburn, MA 01801
Phone: 781-932-3201 σ Fax: 781-932-3413

MEMORANDUM

TO: Steve Paquette

FROM: Kenneth P. Cram, P.E.
CC:
DATE: September 30, 2020
RE: Proposed Residential Development
Forest Road, Salisbury, MA

This memorandum has been prepared to assess the traffic impacts associated with the proposed residential development (the 'Project') to be located on Forest Road in Salisbury, Massachusetts. This assessment has reviewed available traffic volume data, reviewed sight distances, developed trip generation projections and prepared an assessment of the project's impacts.

PROJECT DESCRIPTION

The Project is to be located along the east side of Forest Road, south of School House Lane in Salisbury, Massachusetts. Currently the site consists of 27 acres of wooded area.

As currently proposed, 76 townhouse units will be constructed. Thirty-four (34) will be duplexes and two (2) will be four-plexes. A driveway will be constructed to connect to Forest Road. Access to the Project will be provided by way of this new full-movement driveway to Forest Road.

Figure 1 shows the site in relation to the roadway network.

EXISTING CONDITIONS

Roadway Network

Forest Road is a Rural Minor Collector roadway extending in a generally north/south direction from Gerrish Road from the north to Lafayette Road (Route 1) to the south. Within the study area, Forest Road is under the Town of Salisbury jurisdiction and provides one travel lane in each direction. The posted speed limit on Forest Road in the vicinity of the site is 30 miles per hour (mph). Pavement markings exist only where Route 1 and Forest Road meet. No sidewalks exist along Forest Road. Land use along Forest Road consists of residential properties and the project site.

Lafayette Road (Route 1) is an Urban Minor Arterial roadway extending in a generally north/south direction through the Town of Salisbury and into New Hampshire. Within the study area, Lafayette Road is under the Massachusetts Department of Transportation (MassDOT) jurisdiction and provides one travel lane in each direction separated by a double yellow centerline with additional lanes at key intersections. The posted speed limit in the vicinity of the site is 40 miles per hour (mph). Sidewalks exist on the west side of Lafayette Road from the Fire Department to Pleasant Street and along the east side of Lafayette Road from Warren Avenue to Pleasant Street. Land use along Lafayette Road is a mix of residential and commercial properties.

Figure 1
Site Location Map

Intersections

Forest Road and Lafayette Road 1 Forest Road and Lafayette Road intersect to form an unsignalized, triangle intersection. The intersection is under the jurisdiction of the MassDOT. Forest Road intersects Lafayette Road from the east in both intersections. All approaches to the intersection consist of a single lane permitting left or right-turn

movements. Forest Road operates under STOP control. A sidewalk is present on the Lafayette Road southbound approach. Land use at the intersection consists of the residential and commercial properties.

Traffic Volumes

Traffic volumes were obtained from the Massachusetts Transportation Data Management System. New traffic volumes were not obtained as currently, due to COVID 19 pandemic, traffic volumes are lower than normal.

Traffic data for Lafayette Road in the site vicinity was reviewed. Station ID '3372837', Route 1 north of Gardner Street, reported a 2019 average annual daily traffic (AADT) of 12,388 vehicles per day (vpd). Based on four ID stations from the MassDOT, growth has consistently decreased per year. To be conservative, decreased traffic was not accounted for. An AADT of 12,388 vpd was used for existing 2020 baseline conditions.

MassDOT had no traffic volume data for Forest Road.

Crash Experience

Motor vehicle crash data for the study area intersections and roadways were obtained from the Salisbury Police Department for 2015 through 2019, the most recent five-year period for which data is available (pre-COVID 19 pandemic). The motor vehicle crash data was reviewed to determine crash trends in the study area. There were a total of nineteen (19) crashes within the study area; however, only one (1) crash occurred at the intersection of Lafayette Road and Forest Road. Table 1 summarizes the crash data. The crash reports are included in the Appendix.

BAYSIDE ENGINEERING

TABLE 1
MOTOR VEHICLE CRASH DATA SUMMARY[a]

Scenario	Location: Lafayette Rd and Forest Rd	Lafayette and True Rd	Lafayette Rd and Gerrish Rd	Gerrish Rd and Seabrook Rd	Forest Rd and 28 Forest Rd Driveway	True Rd (on a curve)
Year:						
2015	0	0	1	0	0	0
2016	0	1	2	0	0	0
2017	1	1	2	0	0	0
2018	0	0	2	1	0	1
2019	0	3	2	1	1	0
Total	1	5	9	2	1	1
Average[b]	0.20	1.0	1.8	0.40	0.20	0.20
Type:						
Angle	1	1	3	0	1	0
Rear-End	0	3	3	0	0	0
Head-On	0	0	1	0	0	0
Sideswipe	0	1	1	0	0	0
Single Vehicle	0	0	1	2	0	1
Pedestrian/Bicycle	0	0	0	0	0	0
Unknown	0	0	0	0	0	0
Total	1	5	9	2	1	1
Time of Day:						
Weekday (7:00 to 9:00 AM)	0	0	0	0	0	0
Weekday (4:00 to 6:00 PM)	0	1	2	0	0	0
Remainder of Day	1	4	7	2	1	1
Total	1	5	9	2	1	1
Pavement Conditions:						
Dry	1	3	7	1	1	0
Wet	0	1	2	0	0	1
Snow/Ice/Slush	0	1	0	1	0	0
Sand, Mud, Dirt, Oil, Gravel	0	0	0	0	0	0
Total	1	5	9	2	1	1
Severity:						
Property Damage Only	1	5	5	2	1	1
Personal Injury	0	0	4	0	0	0
Fatal Accident	0	0	0	0	0	0
Unknown	0	0	0	0	0	0
Total	1	5	9	2	1	1

[a]Source: Salisbury Police Department, 2015 through 2019.
[b]Average crashes over five-year period.

BAYSIDE ENGINEERING

FUTURE CONDITIONS

Future No-Build Conditions

Traffic growth on area roadways is a function of the expected land development in the immediate area as well as the surrounding region. Several methods can be used to estimate this growth. A procedure frequently employed estimates an annual percentage increase in traffic growth and applies that percentage to all traffic volumes under study. The drawback to such a procedure is that some turning volumes may actually grow at either a higher or a lower rate at particular intersections.

An alternative procedure identifies the location and type of planned development, estimates the traffic to be generated, and assigns it to the area roadway network. This produces a more realistic estimate of growth for local traffic. However, the drawback of this procedure is that the potential growth in population and development external to the study area would not be accounted for in the traffic projections.

To provide a conservative analysis framework, both procedures were used.

Background Traffic Growth

Research was performed to determine the historic growth rate for traffic in the study area. Data from the Massachusetts Transportation Data Management System was reviewed and determined growth generally decreases per year. Therefore, a 0% growth rate was used to develop future No-Build conditions. The MassDOT data is included in the Appendix.

Specific Development by Others

Traffic volumes generated by the specific local developments by others were included in the 2027 No-Build condition. The Town of Salisbury was contacted to identify specific planned developments. Based on these discussions, there are two (2) projects in the area that would impact the volumes in the study area. Ten (10) single family homes are proposed at 9 Gerrish Road which will generate 126 vehicle trips daily. Using a 50-50 percent distribution on Route 1, 63 vehicles would be added to the daily traffic on Lafayette Road north of Gardner Street. The second project is 15 Forest Road which will be split into four (4) lots with one (1) single family home on each lot. The existing home on the site will be removed. The increase of the three (3) single family homes would generate 42 new vehicle trips per day. Using the same 50-50 percent split, 21 vehicles would be added to the daily traffic on Lafayette Road north of Gardner Street. Trip generation worksheets for these projects are included in the Appendix.

No-Build Condition Traffic Volumes

The 2027 No-Build weekday traffic volumes were developed by applying the growth rate as well as adding traffic from any relevant background projects. The 2027 No-Build weekday AADT on Route 1 north of Gardner Street is estimated to be 12,472 vehicles per day (vpd).

BAYSIDE ENGINEERING

Site Traffic Generation

The current proposal consists of 76 townhouse units (thirty-four (34) will be duplexes and two (2) will be four-plexes). Site generated traffic for the project was based on trip-generation data published by the Institute of Transportation Engineers (ITE) in the *Trip Generation* manual[1]. The trip generation data for Land Use Code (LUC) 220 – Multifamily Housing (Low-Rise) was reviewed. The expected trip generation for the project is summarized in Table 2 and the trip generation worksheets are included in the Appendix.

TABLE 2
TRIP-GENERATION SUMMARY

	Proposed Residential Trips[a]
Weekday Daily	534
Weekday Morning Peak Hour:	
Entering	9
Exiting	28
Total	37
Weekday Evening Peak Hour:	
Entering	29
Exiting	17
Total	46

[a]Based on ITE LUC 220 – Multifamily Housing (Low-Rise) 76 units.

During an average weekday, the proposed project is expected to generate a total of 534 vehicle trips (267 vehicles entering and 267 vehicles exiting). During the weekday morning peak hour, a total of 37 vehicle trips (9 vehicles entering and 28 vehicles exiting) would be expected. During the weekday evening peak hour, a total of 46 vehicle trips (29 vehicles entering and 17 vehicles exiting) would be expected.

Trip Distribution

The directional distribution of the site-generated traffic will be to the north and south on Lafayette Road as Forest Road is a dead-end road. For purposes of this assessment, 50 percent of the site generated traffic is expected to be oriented to the south and the remaining 50 percent to the north on Lafayette Road. It is expected that any sight traffic destined to the north on Lafayette Road will use School House Lane.

[1] *Trip Generation,* Tenth Edition; Institute of Transportation Engineers; Washington, DC; 2017.

Analysis

Applying the expected trip distribution to the trips generated by the project indicates that during the weekday morning peak hour, there would be 18 additional vehicles on Route 1 north of School House Lane and 19 additional vehicles on Route 1 south of Forest Road. During the weekday evening peak hour, there would be 23 additional vehicles on Route 1 north of School House Lane and 23 additional vehicles on Route 1 south of Forest Road. On average, this equates to one vehicle every three (3) to four (4) minutes on average.

On a daily basis, the project would generate approximately 267 additional trips on Route 1 north of Gardner Street. This equates to a 2027 Build AADT of 12,739 and an increase over the projected no-build condition of approximately 2.1 percent. This increase represents a very small increase and will not significantly impact existing traffic conditions.

SIGHT DISTANCE

Sight distance measurements were performed at the proposed site driveway intersection with Forest Road in accordance with MassDOT and American Association of State Highway and Transportation Officials (AASHTO) standards. Stopping sight distance (SSD) and intersection sight distance (ISD) measurements were performed. In brief, SSD is the distance required by a vehicle traveling at the design speed of a roadway, on wet pavement, to stop prior to striking an object in its travel path. Intersection sight distance (ISD) or corner sight distance (CSD) is the sight distance required by a driver entering or crossing an intersecting roadway, to perceive an on-coming vehicle and safely complete a turning or crossing maneuver with on-coming traffic. Table 3 presents the measured SSD and ISD at the intersection of the proposed site driveway with Forest Road. The sight distance calculations are included in the Appendix.

TABLE 3
SIGHT DISTANCE SUMMARY

	Required Minimum (Feet)[a]	Measured (Feet)
Forest Road and Proposed Site Driveway		
Stopping Sight Distance:		
Forest Road approaching from the South	200	235
Forest Road approaching from the North	200	245
Intersection Sight Distance:		
Site Driveway looking to the South	287[b]/331[c]	235
Site Driveway looking to the North	287[b]/331[c]	245

[a]Recommended minimum values obtained from *A Policy on Geometric Design of Highways and Streets*; American Association of State Highway and Transportation Officials (AASHTO); 2010, and based on posted speed limit of 30 mph.
[b]Recommended minimum value for vehicles turning right exiting a roadway under STOP-sign control.
[c]Recommended minimum value for vehicles turning left exiting a roadway under STOP-sign control.

As can be seen in Table 3, the SSD measurements performed at the proposed site driveway intersection with Forest Road indicate that the intersection exceeds the recommended minimum requirements based on a 30 mile per hour speed. In accordance with the AASHTO manual, *"If the available sight distance for an entering or crossing vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to anticipate and avoid collisions. However, in some cases, this may require a major-road vehicle to stop or slow to accommodate the maneuver by a minor-road vehicle. To enhance traffic operations, intersection sight distances that exceed stopping sight distances are desirable along the major road."* Accordingly, the ISD should be at least equal to the SSD, which would allow a driver approaching the minor road to safely stop. It is recommended that any proposed landscaping be less than three (3) feet in height and maintained for sight lines. It is also recommended that no plantings occur within ten (10) feet of the Forest Road travelled way to maintain sight lines and that the vegetation within the layout be maintained at a height that will not impact sight distances.

CONCLUSION AND RECOMMENDATIONS

Bayside has examined the potential traffic impacts associated with the proposed Project on Forest Road on the study area roadways. The following is a summary of the results and conclusions of this effort:

- The Project consists of 76 townhouse units that will be constructed. Thirty-six (36) will be duplexes and one (1) will be a four-plex.

- A new driveway will be constructed to connect to Forest Road. Access to the Project site will be provided by way of this new full-movement driveway to Forest Road.

- There are nineteen (19) crashes reported in the study area with only one (1) crash being at the intersection of Lafayette Road and Forest Road over the five-year study period.

- Utilizing industry standards for site-generated trip estimates, the project site is expected to generate up to 534 vehicle trips (267 vehicles entering and 267 vehicles exiting) on a typical weekday. During the weekday morning peak hour, a total of 37 vehicle trips (9 vehicles entering and 28 vehicles exiting) would be expected. During the weekday evening peak hour, a total of 46 vehicle trips (29 vehicles entering and 17 vehicles exiting) would be expected.

- With the additional project trips added to Lafayette Road, on a daily basis, traffic volumes are projected to increase by approximately 2.1 percent in 2027 when the project is occupied.

- The increase in traffic expected to be generated by the project represents a very small increase and will not significantly impact existing traffic conditions.

- It is recommended that any proposed landscaping be less than three (3) feet in height and maintained for sight lines.

- It is also recommended that no plantings occur within ten (10) feet of the Forest Road travelled way to maintain sight lines and that the vegetation within the layout be maintained at a height that will not impact sight distances.

- The impact of the site-generated traffic does not warrant site specific traffic mitigation within the study area. There are no feasible or reasonable means of reducing delays at the study area intersections.

BAYSIDE ENGINEERING

APPENDIX

MOTOR VEHICLE CRASH DATA

GROWTH RATE WORKSHEET

BACKGROUND PROJECT WORKSHEETS

TRIP GENERATION DATA

SIGHT DISTANCE WORKSHEETS

BAYSIDE ENGINEERING

MOTOR VEHICLE CRASH DATA

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GROWTH RATE WORKSHEET

BAYSIDE ENGINEERING

BACKGROUND PROJECT WORKSHEETS

BAYSIDE ENGINEERING

TRIP GENERATION DATA

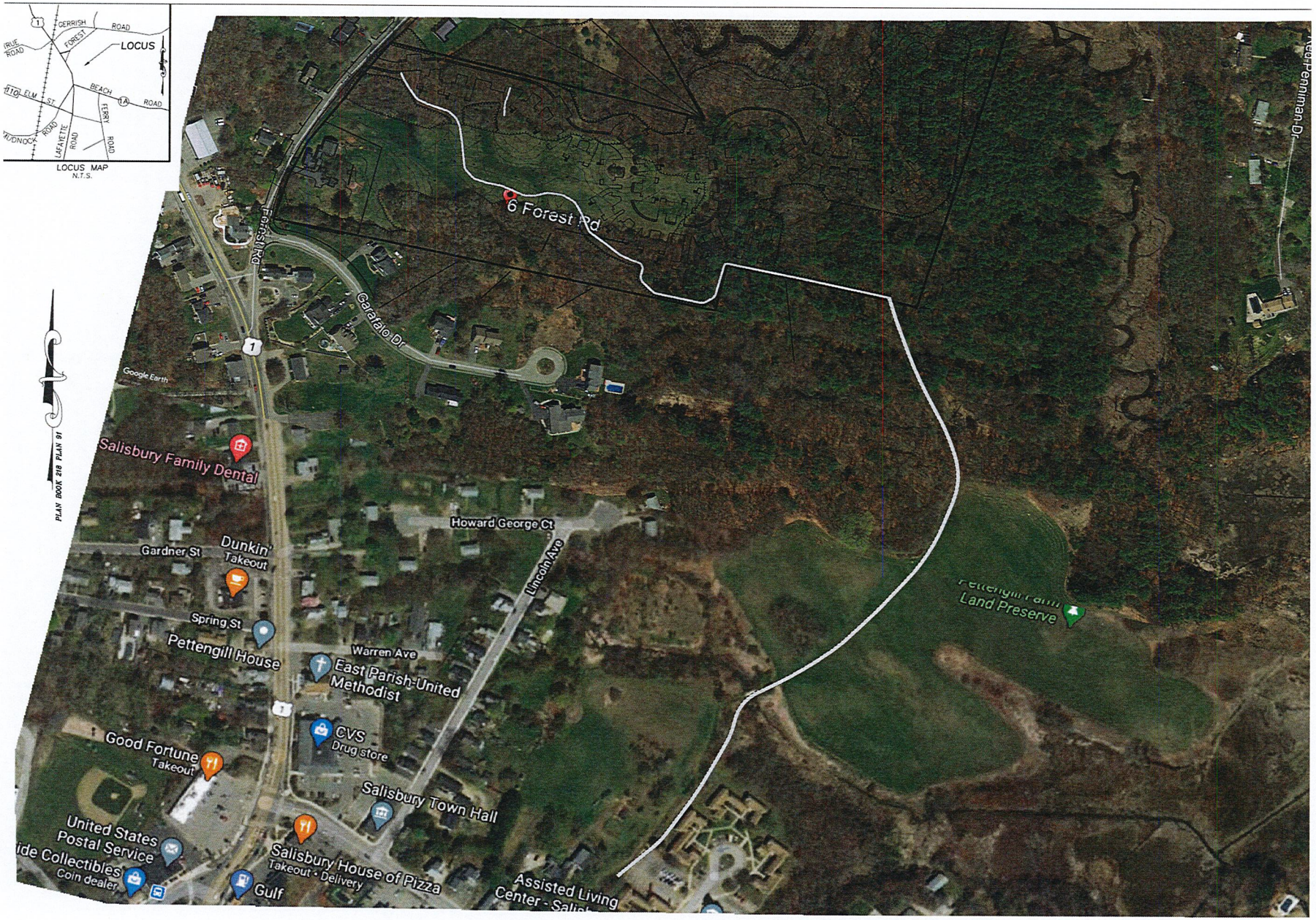
BAYSIDE ENGINEERING

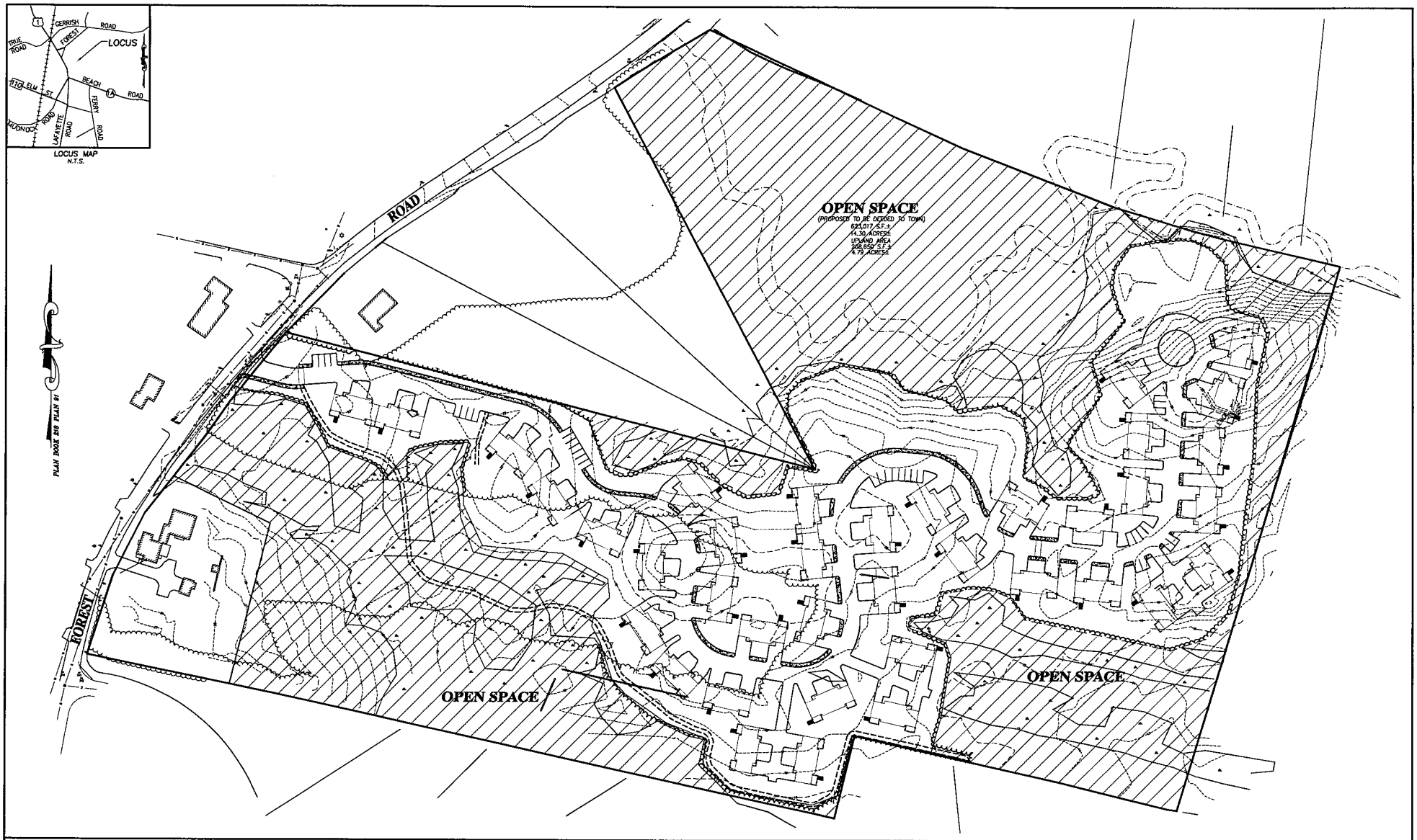
SIGHT DISTANCE WORKSHEETS

M

Exhibit M

Trail Plan


LOCUS
GERRISH ROAD
FOREST ROAD
TRUE ROAD
ELM ST.
BEACH ROAD
FERRY ROAD
LAFAYETTE ROAD
PUDNOCK ROAD
LOCUS MAP
N.T.S.
6 Forest Rd
Forest Rd
Garafalo Dr
Google Earth
PLAN BOOK 218 PLAN 91
Salisbury Family Dental
Howard George Ct
Gardner St
Dunkin'
Takeout
Lincoln Ave
Spring St
Pettengill House
Warren Ave
East Parish-United Methodist
Land Preserve
CVS
Drug store
Good Fortune
Takeout
Salisbury Town Hall
United States Postal Service
Salisbury House of Pizza
Takeout · Delivery
Coin dealer
Gulf
Assisted Living



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30'

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MEI **MILLENNIUM ENGINEERING, INC.**
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30' | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B. | PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD

OPEN SPACE PLAN

SHEET: 1 OF 1

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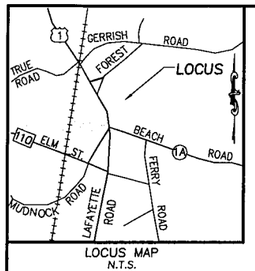
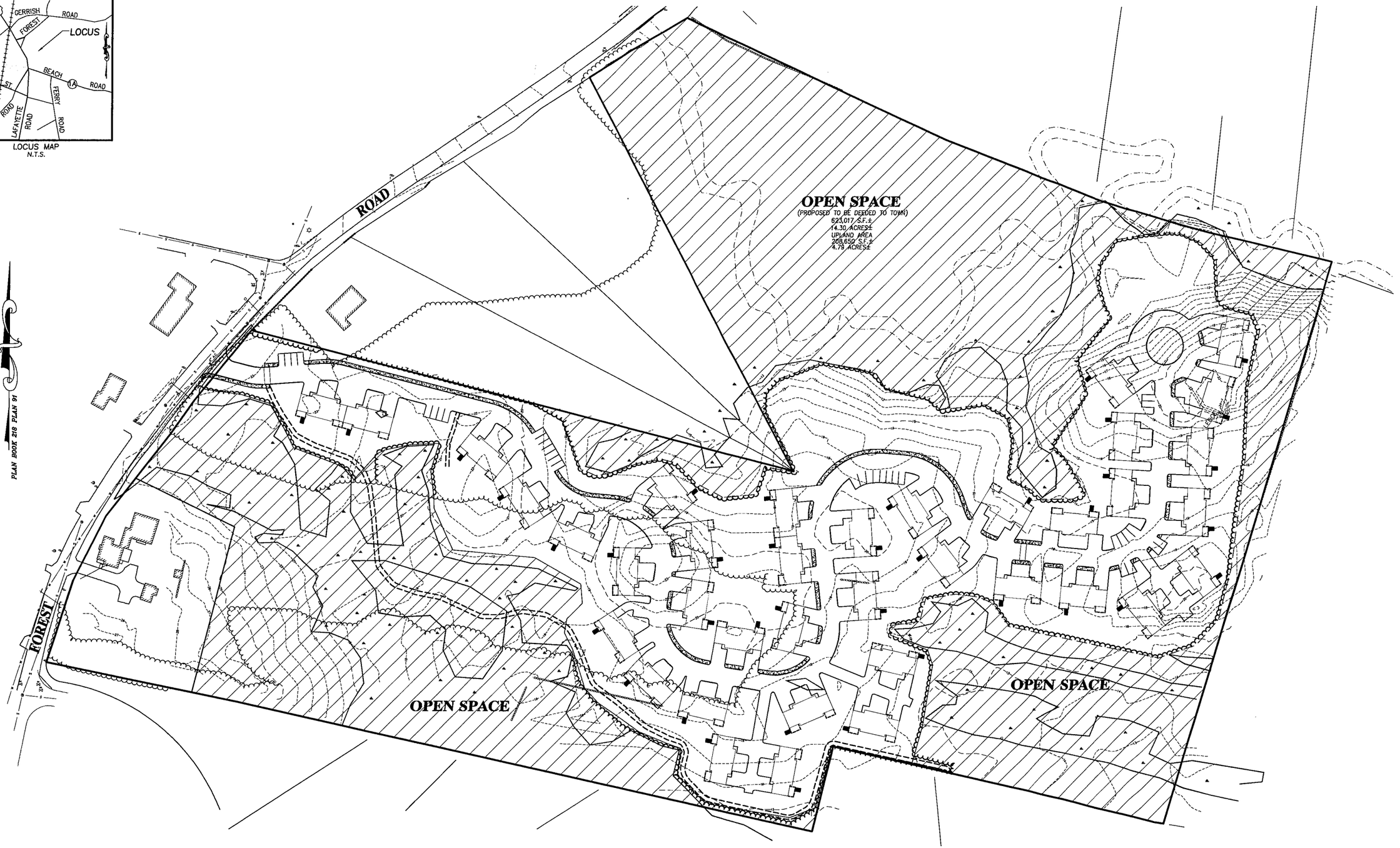


LOCUS MAP
N.T.S.



GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30'

PREPARED FOR

6 FOREST ROAD LLC
71 COMMERCIAL STREET, #263
BOSTON, MA 02109

NO.	DATE	DESCRIPTION	BY

MEI
MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30' | DESG. BY: C.M.Y.
DATE: OCT. 26, 2020 | CHKD. BY: E.W.B.
PROJECT: M193659

PLAN OF LAND
IN
SALISBURY, MA
SHOWING
76 UNIT TOWNHOUSE COMMUNITY
AT
6 FOREST ROAD

OPEN SPACE PLAN

SHEET: 1 OF 1

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N

Exhibit N

Drainage Narrative

1.0 INTRODUCTION

1.1 Project Description

6 Forest Road LLC proposes to construct a 76-unit townhouse community. Approximately 2,400 feet of roadway, a public water & sewer distribution network, and a stormwater management system will be constructed to support the development. Private utilities including gas, electric, telephone, and cable will also support the development. Access to the site will continue to be provided via Forest Road.

1.2 Existing Site Characteristics

The subject parcels are described as Tax Map 20, Lot Nos. 43-45 & 91 on the Town of Salisbury, MA Assessor's Map and are bordered by Forest Road to the west. The property is located in the R-1 and R-2 Zoning Districts. Elevations within the project site range from 25.00' along Forest Road to 8.00' in the wetlands at the rear of the site. These elevations are based upon 1988 NAVD.

The existing parcels contain a single-family dwelling with a large area of open lawn area. The remainder of the site is undeveloped woodland. Stormwater runoff patterns generally flow from west to east across the property, feeding the bordering vegetated wetlands. See the accompanying plan for a more detailed description of the existing site conditions and topography.

The lot consists of several soil groups: Scantic silt loam, 16A (Hydrologic Soil Group C/D); Walpole variant fine sandy loam, 21A (Hydrologic Soil Group C/D); Raynham silt loam, 30A (Hydrologic Soil Group C/D); Swanton fine sandy loam, 40A (Hydrologic Soil Group C/D); Windsor loamy sand, 255B (Hydrologic Soil Group A); Amostown fine sandy loam, 258B (Hydrologic Soil Group C/D); Ninigret fine sandy loam, 276A (Hydrologic Soil Group C) and Melrose fine sandy loam, 714B (Hydrologic Soil Group C). See Appendix F for the NRCS soil map. In addition, soil evaluations were performed onsite to assist in the design of the stormwater treatment facilities. 25 test pits were performed in April 2020 which indicated silty loam soils throughout the site.

1.3 Proposed Site Features

The proposed development will service 76 townhomes. 2,400 linear feet of 24' wide paved roadway with a cul-de-sac is proposed. Roadway profiles throughout the development are 1.0%. Access into the development is from Forest Road.

The development will include the installation of public and private utilities to support the residential units. The development will tie into the existing water distribution system and the existing wastewater collection system to provide service to the new residences. Natural gas, electrical, telephone and cable service will be provided.

The storm water management system for the proposed development will consist of cape cod bituminous concrete berms to direct the runoff to the low points of the road. Standard catch basin/manhole and piping systems are proposed for the roadway network and will also service portions of the surrounding lawn/landscaped areas sloping towards the roadway. From the low point, the runoff will be piped to a constructed wetland adjacent to station 15+00 and at the rear of the site.

Exhibit O

Requested Exceptions

List of Requested Exceptions

The Meadowview Condominiums development has applied for a Comprehensive Permit under the Rules and Regulations as set forth by the Salisbury Board of Appeals and, pursuant to the provisions of M.G.L. Chapter 40B. The proponent is requesting exceptions from certain zoning and other local regulations, as noted in the list that follows. All laws and regulations governing the development will be adhered to as required by Massachusetts' Law.

We also request that the Zoning Board of Appeals grant relief from any other zoning requirement or other applicable local rule, regulation, bylaw or policy which the Salisbury Zoning Board of Appeals determines to be applicable to the Development and which is not met by the current site plan or any subsequent site plans reflecting changes resulting from the Zoning Board of Appeals review of the Development.

TOWN OF SALISBURY ZONING BYLAW—Chapter 300

ARTICLE III USE REGULATIONS

1. **Section 300-9 and 300-12 Table of Use Regulations**

   An exception is being requested from this section, as the Multifamily Development with multiple principal structures as proposed in the Comprehensive Permit is a permit/use that is not specifically stated as being allowed in the By-laws.

2. **Article XIII Inclusionary Zoning Requirements**

   An exception is requested from this Section and all subsections, as the Development shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Salisbury Zoning Board of Appeals.

3. **Article XVII Earth Removal**

   An exception is requested from this Section and all subsections, as the Development shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Salisbury Zoning Board of Appeals.

4. **Article XVIII Site Plan Review**

An exception is requested from this Section and all subsections, as the project shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Salisbury Zoning Board of Appeals.

SUBDIVISION RULES AND REGULATIONS

1. **Section 7A.4 Street Width of Pavement**. Requires 26' of paved surface for all residential streets, where 24' are provided for this development.

2. **Section 7A.10 Minimum Centerline Radii.** Requires a minimum centerline radii of 150 feet. The proposed street is providing curves with radii of 80 feet, as such an exception is requested from this section.

3. **Section 7B.1 Maximum Length of Dead-End Streets**. Requires a maximum length of a dead-end street of 550', the proposed street will have 2,400 feet, as such an exception is requested from this section.

P

Exhibit P

Site Control – P&S

STANDARD LAND
PURCHASE AND SALE AGREEMENT
(With Contingencies)

The parties make this Agreement this 22nd day of October, 2019 (the "Effective Date"). This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** Freeman J. Condon, III, Trustee of the Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of the Maureen F. Condon Revocable Trust, both of 6 Forest Road, Salisbury, MA 01952, the "SELLER," agrees to sell and Steven Paquette and David Russell, with an address of the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description of Premises**. The premises (the "Premises") consist of the land containing approximately 28 acres, more or less, being shown on the Salisbury Assessor's Map 20 as Parcel 43 (6.180 acres), Parcel 44 (8.549 acres), Parcel 45 (2.56 acres) and Parcel 91 (9.120 acres). The SELLER'S land is further described in deeds recorded in the Essex South District Registry of Deeds in Book 21338, Page 324 and in Book 21338, Page 332. There shall be excepted from the Premises the SELLER'S existing home which will be situated on a lot fronting on Forest Road which SELLER shall retain ownership of and which shall conform in all respects to the zoning requirements of the Town of Salisbury, Massachusetts. The SELLER'S obligations hereunder are specifically contingent upon the SELLER'S satisfaction and approval of said lot to be retained by the SELLER including, but not limited to, its location and configuration. SELLER'S obligations are further contingent upon said lot being shown on an approved subdivision plan recorded at the Essex South District Registry of Deeds and being free of any and all restrictions or conditions which may be placed upon the subdivision or the BUYER by the Salisbury Planning Board, the Salisbury Conservation Commission and/or the Massachusetts Department of Environmental Protection, the Salisbury Zoning Board of Appeals or the Salisbury Board of Selectmen.

3. **Purchase Price**. The purchase price for the Premises is Eight Hundred Thousand ($800,000.00) dollars (subject to being increased as provided hereinafter) of which

$ 1,000.00	were paid as a deposit with the Letter of Intent to Purchase; and
$ 9,000.00	are paid with this Agreement; and
$ 790,000.00	are to be paid at the time for performance by bank, cashier's or certified check or by wire.
$ 800,000.00	Total

BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials

Notwithstanding the foregoing, in the event that the BUYER obtains approval for more than 40 units, the BUYER agrees to pay to the SELLER an additional Ten Thousand ($10,000.00) dollars for each additional approved unit up to a maximum of 50 units and to pay an additional Five Thousand ($5,000.00) for each additional approved unit in excess of 50.

4. **Escrow**. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Healey, Deshaies, Gagliardi & Woelfel, PC, as attorney for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. In the event that an action of interpleader is brought by the escrow agent to resolve any dispute with respect to the disposition of said deposit, the escrow agent shall be entitled to reimbursement for escrow agent's reasonable costs and expenses in bringing such action including a reasonable fee for preparing and filing said action and for the time spent in court or otherwise in connection therewith. The BUYER understands that the escrow agent represents the SELLER and agrees that in the event of a dispute in connection with the deposit or any other matter arising under or in connection with this agreement, that the escrow agent may continue to represent the SELLER notwithstanding the fact that it is acting as escrow agent.

5. **Time for Performance**. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 o'clock a. m. on the 30th day following the date upon which all applicable appeal periods in connection with all necessary permits and approvals have expired with no appeals having been filed or October 1, 2020, whichever date shall first occur. The Closing shall take place at the Essex South District Registry of Deeds or at such other time and place as is mutually agreed. If the BUYER has not obtained all necessary permits and approvals prior to October 1, 2020, despite its good faith efforts, the Buyer, at its option, shall have the right to extend the time for performance for an additional period of one hundred eighty (180) days upon the payment to the SELLER of $10,000.00 which shall be non-refundable if the BUYER does not purchase the Premises for any reason but shall be applicable to the purchase price at closing.

TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT.

Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials

6. **Title/Plans**. The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

(a) Real estate taxes assessed on the Premises which are not yet due and payable;
(b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
(c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
(d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for single family homes.
(e) Utility easements in the adjoining ways; and
(f) Matters that would be disclosed by an accurate survey of the Premises.

If the deed refers to a plan needed to be recorded with it, at the time for performance the BUYER shall deliver the plan in proper form for recording or registration.

BUYER shall notify SELLER of any objections to title within 3 months of the Effective Date. If BUYER fails to notify SELLER of any objections to title by that date, the BUYER shall be deemed to have accepted the title as of that date and to have waived any right to object to the status of the title prior to that date.

7. **Title Insurance**. BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents**. The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices.

BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials

9. **Possession and Condition of Premises**. At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

10. **Extension of Time for Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of Two Thousand ($2,000.00) dollars to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance of Deed**. The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance.

12. **Adjustments**. At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

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13. **Acknowledgment of Fee Due Broker**. The SELLER and BUYER acknowledge that a fee for professional services of (%) of the Purchase Price shall be paid by the SELLER to Dennis Cargill of Normandy Real Estate, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of this Agreement shall control unless SELLER has expressly agreed to a change in writing. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

14. **Buyer's Default**. If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing**. INTENTIONALLY OMITTED

16. **Due Diligence**. The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within ninety (90) days after the date of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

BUYER shall have access to the Premises at reasonable times and upon reasonable notice to SELLER or SELLER'S agent. If BUYER or any of BUYER's designees, including but not limited to perspective engineers, architects, contractors, etc., enter the Premises at any time, BUYER shall indemnify SELLER and hold SELLER harmless from and against any loss, cost, damage or expense arising from said entry onto the Premises by BUYER or BUYER'S designee, unless same was a result of the gross negligence of the SELLER. BUYER further agrees to return the Premises to the same condition it was in prior to entry onto the Premises by the BUYER and/or its engineers, architects, contractors, etc..

BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials

In the event BUYER fails to purchase the Property for any reason other than SELLER'S default, then, (a) all information obtained by BUYER from SELLER shall be returned to SELLER and (b) BUYER shall deliver to SELLER copies of all survey plans, engineering reports, soil boring and other test results, and related materials which were received by BUYER from its consultants, engineers, architects and surveyors, which are in BUYER's possession and which relate to the Property, within five (5) business days after the termination of this Agreement, so long as BUYER is not prohibited to do so by the party generating the reports and materials or under applicable law. BUYER agrees to request from its consultants, at the time BUYER engages them to generate the reports, consent for the BUYER to provide copies of reports to the SELLER pursuant to this Section.

17. **Warranties And Representations**. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement.

18. **Notices**. All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested, or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in Paragraph 1 of this Agreement or e-mailed to the e-mail address set forth in Paragraph 1 of this Agreement, if any. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

Copies of all notices required or permitted to be given to the SELLER hereunder shall also be given to:

Paul J. Gagliardi, Esquire
Healey, Deshaies, Gagliardi & Woelfel, PC
24 Market Street
Amesbury, MA 01913
paul@hdgpc.com

19. **Counterparts/Electronic Delivery/Construction of Agreement**. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each

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of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties.

20. **Permits/Approvals.** It is the intent of the BUYER to apply to the Town of Salisbury for a LIP (Local Initiative Project) Massachusetts Chapter 40B affordable housing development. This will also require the approval of the Salisbury Board of Selectmen. BUYER will also be required to secure an Order of Conditions from the Salisbury Conservation Commission. The performance of this agreement will be subject to the receipt of all required permits necessary to obtain building permits for the proposed project. BUYER agrees to pursue all permits required to purchase the Premises in a timely manner.

21 **Title/Practice Standards.** Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be governed by said title standard to the extent applicable. Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent applicable.

22. **Additional Provisions.**

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

10/23/19
BUYER Date

Freeman J Condon 10/22/19
SELLER Date

BUYER Date

MF Condon 10/22/19
SELLER Date

BUYER'S Initials BUYER'S Initials

SELLER'S Initials SELLER'S Initials

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

_____

Date:_____

F:\PJG\5450_19-0488P&S.wpd

BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

Q

Exhibit Q

Legal Existance

Corporations Division

Business Entity Summary

ID Number: 001435272 Request certificate New search

Summary for: 6 FOREST ROAD LLC

The exact name of the Domestic Limited Liability Company (LLC): 6 FOREST ROAD LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001435272

Date of Organization in Massachusetts:
04-23-2020

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 71 COMMERCIAL STREET #263

City or town, State, Zip code, Country: BOSTON, MA 02109 USA

The name and address of the Resident Agent:

Name: MELISSA E. ROBBINS, ESQ.

Address: DESCHENES & FARRELL, P.C. 515 GROTON ROAD, SUITE 204

City or town, State, Zip code, Country: WESTFORD, MA 01886 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	STEVEN PAQUETTE	PO BOX 1037 PELHAM, NH 03076 USA
MANAGER	DAVID RUSSELL	71 COMMERCIAL STREET, #263 BOSTON, MA 02109 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	STEVEN PAQUETTE	PO BOX 1037 PELHAM, NH 03076 USA
SOC SIGNATORY	DAVID RUSSELL	71 COMMERCIAL STREET, #263 BOSTON, MA 02109 USA

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

Title	Individual name	Address
REAL PROPERTY	DAVID RUSSELL	71 COMMERCIAL STREET, #263 BOSTON, MA 02109 USA
REAL PROPERTY	STEVEN PAQUETTE	PO BOX 1037 PELHAM, NH 03076 USA

☐ Consent	☐ Confidential Data	☐ Merger Allowed	☐ Manufacturing

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment
Certificate of Cancellation

View filings

Comments or notes associated with this business entity:

New search

R

Exhibit R

Abutters List

Lot 20-43

Unofficial Property Record Card - Salisbury, MA

General Property Data

Parcel ID	20-43	Account Number	218/91
Prior Parcel ID	LOT 44E --		
Property Owner	CONDON FREEMAN J	Property Location	10 FOREST RD
	CONDON MAUREEN F	Property Use	BUILDABLE
Mailing Address	6 FOREST RD	Most Recent Sale Date	7/23/2003
		Legal Reference	21338-324
City	SALISBURY	Grantor	CONDON III,FREEMAN J & MAUREEN F
Mailing State	MA Zip 01952	Sale Price	1
ParcelZoning	R2	Land Area	6.180 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 157,700	Total Value 157,700

Building Description

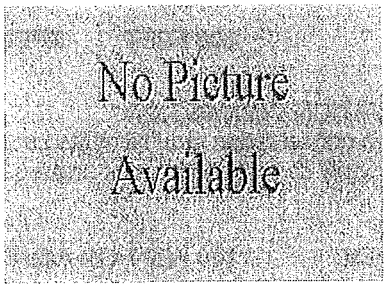
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition N/A	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 6.180 acres of land mainly classified as BUILDABLE with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Parcel ID	Location	Owner Name/Address
20-043	10 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

05-002	REAR GARAFALO DR	SALISBURY TOWN OF CONSERVATION COMMISSION 5 BEACH RD SALISBURY, MA 01952
05-078	7 GARAFALO DR	ROBINSON SHAWN T ROBINSON NELLIE A 10 LYNNE AVE SALISBURY, MA 01952
06-076	5 FOREST RD	ST CYR CHARLES K ST CYR SUSAN J 5 FOREST RD SALISBURY, MA 01952
06-077	7 FOREST RD	DEOROCKI JOHN J DEOROCKI SHIRLEY J 7 FOREST RD SALISBURY, MA 01952
06-078	9 FOREST RD	LYNCH RONALD E 9 FOREST RD SALISBURY, MA 01952
06-080	4 SCHOOLHOUSE LN	MCASKILL MADELINE LE MCASKILL JR FREDERICK J 4 SCHOOLHOUSE LN SALISBURY, MA 01952
06-113	34 LAFAYETTE RD	WALLACE DEREK TR DEKES REALTY TRUST 20 FOREST RD SALISBURY, MA 01952
06-114	2 SCHOOLHOUSE LN	STUMP FRANCES J STUMP DENNIS R 2 SCHOOL HOUSE LN SALISBURY, MA 01952
06-115	40 LAFAYETTE RD	TIRONE,RONALD A S/O H & M INDUSTRIES INC 45 FOREST RD SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-043	10 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

06-75A	38 LAFAYETTE RD 1	BAILEY BARTLETT J TR 38 LAFAYETTE ROAD REALTY TRUST 3 MELROSE ST AMESBURY, MA 01913
06-75B	38 LAFAYETTE RD 2	BAILEY BARTLETT J TR 38 LAFAYETTE ROAD REALTY TRUST 3 MELROSE ST AMESBURY, MA 01913
06-75C	38 LAFAYETTE RD 3	BAILEY BARTLETT J TR 38 LAFAYETTE ROAD REALTY TRUST 3 MELROSE ST AMESBURY, MA 01913
20-003	5 SCHOOLHOUSE LN	DYKE DONALD I DYKE ALICE M 5 SCHOOLHOUSE LN SALISBURY, MA 01952
20-004	9 SCHOOLHOUSE LN	MARION PETER J 9 SCHOOLHOUSE LN SALISBURY, MA 01952
20-005	15 FOREST RD	WORTH, WENDY C, TRUSTEE S/O FOREST SALISBURY LLC 71 COMMERCIAL ST, #263 BOSTON, MA 02109
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-045	FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-073	8 RED PENNIMAN DR	HARTT,JOYCE DREW,PAMELA DREW,ROBERT ET AL 8 RED PENNIMAN DR SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-043	10 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

20-088	12 FOREST RD	BIDGOOD GREGORY 12 FOREST RD SALISBURY, MA 01952
20-089	14 FOREST RD	PIVACEK STEPHEN PIVACEK NANCY PO BOX 5888 SALISBURY, MA 01952
20-090	16 FOREST RD	BURKE-ANDERSON KELLY C ANDERSON WILLIAM M 16 FOREST RD SALISBURY, MA 01952
20-091	18 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

23 parcels listed

Town of Salisbury

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Legend

- Municipal Boundary
- Major Road
- Floodplain
- Parcel Labels
- Local Road
- 100 Year Floodplain
- Parcels
- Roads
- Hydrographic Features
- 500 Year Floodplain
- Wetlands
- Interstate
- Streams

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SALISBURY TOWN OF
CONSERVATION COMMISSION
5 BEACH RD
SALISBURY, MA 01952

ROBINSON SHAWN T
ROBINSON NELLIE A
10 LYNNE AVE
SALISBURY, MA 01952

ST CYR CHARLES K
ST CYR SUSAN J
5 FOREST RD
SALISBURY, MA 01952

DEOROCKI JOHN J
DEOROCKI SHIRLEY J
7 FOREST RD
SALISBURY, MA 01952

LYNCH RONALD E
9 FOREST RD
SALISBURY, MA 01952

MCASKILL MADELINE LE
MCASKILL JR FREDERICK J
4 SCHOOLHOUSE LN
SALISBURY, MA 01952

WALLACE DEREK TR
DEKES REALTY TRUST
20 FOREST RD
SALISBURY, MA 01952

STUMP FRANCES J
STUMP DENNIS R
2 SCHOOL HOUSE LN
SALISBURY, MA 01952

TIRONE,RONALD A
S/O H & M INDUSTRIES INC
45 FOREST RD
SALISBURY, MA 01952

BAILEY BARTLETT J TR
38 LAFAYETTE ROAD REALTY TRUST
3 MELROSE ST
AMESBURY, MA 01913

BAILEY BARTLETT J TR
38 LAFAYETTE ROAD REALTY TRUST
3 MELROSE ST
AMESBURY, MA 01913

BAILEY BARTLETT J TR
38 LAFAYETTE ROAD REALTY TRUS
3 MELROSE ST
AMESBURY, MA 01913

DYKE DONALD I
DYKE ALICE M
5 SCHOOLHOUSE LN
SALISBURY, MA 01952

MARION PETER J
9 SCHOOLHOUSE LN
SALISBURY, MA 01952

WORTH, WENDY C, TRUSTEE
S/O FOREST SALISBURY LLC
71 COMMERCIAL ST, #263
BOSTON, MA 02109

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

HARTT,JOYCE DREW,PAMELA
DREW,ROBERT ET AL
8 RED PENNIMAN DR
SALISBURY, MA 01952

BIDGOOD GREGORY
12 FOREST RD
SALISBURY, MA 01952

PIVACEK STEPHEN
PIVACEK NANCY
PO BOX 5888
SALISBURY, MA 01952

BURKE-ANDERSON KELLY C
ANDERSON WILLIAM M
16 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

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DUBE BRENDA A
1 GARAFALO DR
SALISBURY, MA 01952

SALISBURY TOWN OF
CONSERVATION COMMISSION
5 BEACH RD
SALISBURY, MA 01952

THREE HORSESHOES, LLC
10 NORTH RD
EAST KINGSTON, NH 03827

MOWBRAY JR GEORGE S
MOWBRAY LORI B
3 GARAFALO DR
SALISBURY, MA 01952-1624

KHAN SANNY
ISLAM TANIA
5 GARAFALO DR
SALISBURY, MA 01952

ROBINSON SHAWN T
ROBINSON NELLIE A
10 LYNNE AVE
SALISBURY, MA 01952

MARENGI TERRENCE A
MARENGI TIFFANY R
9 GARAFALO DR
SALISBURY, MA 01952

KING ANTHONY JAMES
KING PAMELA ANN
2 GARAFALO DR
SALISBURY, MA 01952

IRONFIELD MARK B
IRONFIELD DEIRDRA L
4 GARAFALO DR
SALISBURY, MA 01952

GRASSO ROSE M
TELLO JR CHRISTOPHER J
31 LAFAYETTE RD
SALISBURY, MA 01952

GEORGE CAROL A
35 LAFAYETTE RD
SALISBURY, MA 01952

SALISBURY TOWN OF
FIRE/HILTON CNTR/DPW/PLAYGRND
5 BEACH RD
SALISBURY, MA 01952

ST CYR CHARLES K
ST CYR SUSAN J
5 FOREST RD
SALISBURY, MA 01952

DEOROCKI JOHN J
DEOROCKI SHIRLEY J
7 FOREST RD
SALISBURY, MA 01952

LYNCH RONALD E
9 FOREST RD
SALISBURY, MA 01952

MCASKILL MADELINE LE
MCASKILL JR FREDERICK J
4 SCHOOLHOUSE LN
SALISBURY, MA 01952

WALLACE DEREK TR
DEKES REALTY TRUST
20 FOREST RD
SALISBURY, MA 01952

STUMP FRANCES J
STUMP DENNIS R
2 SCHOOL HOUSE LN
SALISBURY, MA 01952

TIRONE,RONALD A
S/O H & M INDUSTRIES INC
45 FOREST RD
SALISBURY, MA 01952

WOODFIELD-LEMSTROM LESLIE
WOODFIELD-LEMSTROM LARS
29 LAFAYETTE RD UNIT 1
SALISBURY, MA 01952

FERREIRA ANTONIO C
29 LAFAYETTE RD UNIT 2
SALISBURY, MA 01952

NANANUKUL SORACHA
FEMIA VERONICA A
33 LAFAYETTE RD
SALISBURY, MA 01952

BAILEY BARTLETT J TR
38 LAFAYETTE ROAD REALTY TRUST
3 MELROSE ST
AMESBURY, MA 01913

BAILEY BARTLETT J TR
38 LAFAYETTE ROAD REALTY TRUS
3 MELROSE ST
AMESBURY, MA 01913

BAILEY BARTLETT J TR
38 LAFAYETTE ROAD REALTY TRUST
3 MELROSE ST
AMESBURY, MA 01913

MARION PETER J
9 SCHOOLHOUSE LN
SALISBURY, MA 01952

WORTH, WENDY C, TRUSTEE
S/O FOREST SALISBURY LLC
71 COMMERCIAL ST, #263
BOSTON, MA 02109

DON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

BIDGOOD GREGORY
12 FOREST RD
SALISBURY, MA 01952

Lot 20-44

Unofficial Property Record Card - Salisbury, MA

General Property Data

Parcel ID 20-44
Prior Parcel ID LOT 44 --
Property Owner CONDON FREEMAN J
CONDON MAUREEN F
Mailing Address 6 FOREST RD

City SALISBURY
Mailing State MA Zip 01952
ParcelZoning R2

Account Number 0

Property Location 6 FOREST RD
Property Use ONE FAM
Most Recent Sale Date 7/23/2003
Legal Reference 21338-332
Grantor CONDON III,FREEMAN J & MAUREEN F
Sale Price 1
Land Area 8.549 acres

Current Property Assessment

Card 1 Value Building Value 252,900 Xtra Features Value 17,900 Land Value 216,600 Total Value 487,400

Building Description

Building Style ANTIQUE
# of Living Units 1
Year Built 1810
Building Grade GOOD
Building Condition Good
Finished Area (SF) 2312
Number Rooms 8
# of 3/4 Baths 0

Foundation Type CONCRETE
Frame Type WOOD
Roof Structure GABLE
Roof Cover ASPHALT
Siding VINYL
Interior Walls DRYWALL
# of Bedrooms 3
# of 1/2 Baths 0

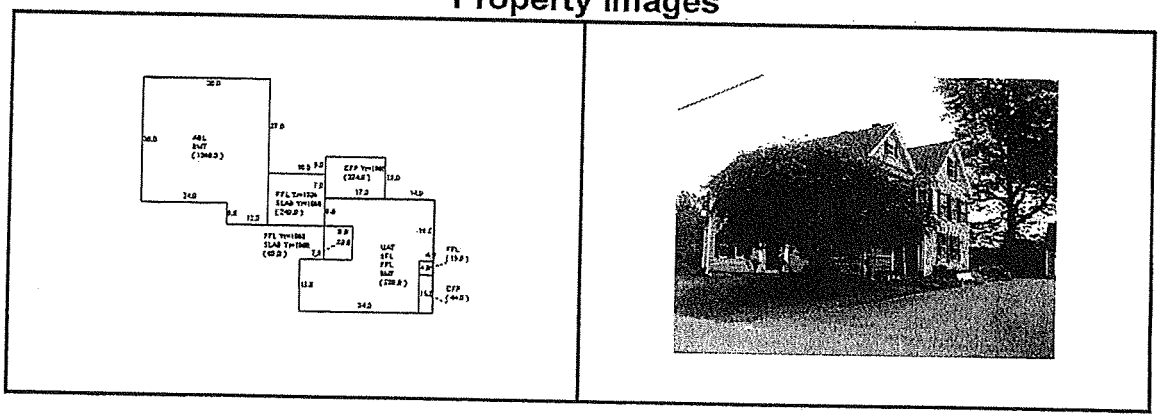
Flooring Type HARDWOOD
Basement Floor CONCRETE
Heating Type FORCED H/W
Heating Fuel OIL
Air Conditioning 0%
# of Bsmt Garages 0
# of Full Baths 1
# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 8.549 acres of land mainly classified as ONE FAM with a(n) ANTIQUE style building, built about 1810 , having VINYL exterior and ASPHALT roof cover, with 1 unit(s), 8 room(s), 3 bedroom(s), 1 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Parcel ID	Location	Owner Name/Address
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

05-001	1 GARAFALO DR	DUBE BRENDA A 1 GARAFALO DR SALISBURY, MA 01952
05-002	REAR GARAFALO DR	SALISBURY TOWN OF CONSERVATION COMMISSION 5 BEACH RD SALISBURY, MA 01952
05-072	2 FOREST RD	THREE HORSESHOES, LLC 10 NORTH RD EAST KINGSTON, NH 03827
05-076	3 GARAFALO DR	MOWBRAY JR GEORGE S MOWBRAY LORI B 3 GARAFALO DR SALISBURY, MA 01952-1624
05-077	5 GARAFALO DR	KHAN SANNY ISLAM TANIA 5 GARAFALO DR SALISBURY, MA 01952
05-078	7 GARAFALO DR	ROBINSON SHAWN T ROBINSON NELLIE A 10 LYNNE AVE SALISBURY, MA 01952
05-079	9 GARAFALO DR	MARENGI TERRENCE A MARENGI TIFFANY R 9 GARAFALO DR SALISBURY, MA 01952
05-080	2 GARAFALO DR	KING ANTHONY JAMES KING PAMELA ANN 2 GARAFALO DR SALISBURY, MA 01952
05-081	4 GARAFALO DR	IRONFIELD MARK B IRONFIELD DEIRDRA L 4 GARAFALO DR SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

06-069	31 LAFAYETTE RD	GRASSO ROSE M TELLO JR CHRISTOPHER J 31 LAFAYETTE RD SALISBURY, MA 01952
06-070	35 LAFAYETTE RD	GEORGE CAROL A 35 LAFAYETTE RD SALISBURY, MA 01952
06-071	39 LAFAYETTE RD	SALISBURY TOWN OF FIRE/HILTON CNTR/DPW/PLAYGRND 5 BEACH RD SALISBURY, MA 01952
06-076	5 FOREST RD	ST CYR CHARLES K ST CYR SUSAN J 5 FOREST RD SALISBURY, MA 01952
06-077	7 FOREST RD	DEOROCKI JOHN J DEOROCKI SHIRLEY J 7 FOREST RD SALISBURY, MA 01952
06-078	9 FOREST RD	LYNCH RONALD E 9 FOREST RD SALISBURY, MA 01952
06-080	4 SCHOOLHOUSE LN	MCASKILL MADELINE LE MCASKILL JR FREDERICK J 4 SCHOOLHOUSE LN SALISBURY, MA 01952
06-113	34 LAFAYETTE RD	WALLACE DEREK TR DEKES REALTY TRUST 20 FOREST RD SALISBURY, MA 01952
06-114	2 SCHOOLHOUSE LN	STUMP FRANCES J STUMP DENNIS R 2 SCHOOL HOUSE LN SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

06-115	40 LAFAYETTE RD	TIRONE,RONALD A S/O H & M INDUSTRIES INC 45 FOREST RD SALISBURY, MA 01952
06-124A	29 LAFAYETTE RD 1	WOODFIELD-LEMSTROM LESLIE WOODFIELD-LEMSTROM LARS 29 LAFAYETTE RD UNIT 1 SALISBURY, MA 01952
06-124B	29 LAFAYETTE RD 2	FERREIRA ANTONIO C 29 LAFAYETTE RD UNIT 2 SALISBURY, MA 01952
06-125	33 LAFAYETTE RD	NANANUKUL SORACHA FEMIA VERONICA A 33 LAFAYETTE RD SALISBURY, MA 01952
06-75A	38 LAFAYETTE RD 1	BAILEY BARTLETT J TR 38 LAFAYETTE ROAD REALTY TRUST 3 MELROSE ST AMESBURY, MA 01913
06-75B	38 LAFAYETTE RD 2	BAILEY BARTLETT J TR 38 LAFAYETTE ROAD REALTY TRUST 3 MELROSE ST AMESBURY, MA 01913
06-75C	38 LAFAYETTE RD 3	BAILEY BARTLETT J TR 38 LAFAYETTE ROAD REALTY TRUST 3 MELROSE ST AMESBURY, MA 01913
20-004	9 SCHOOLHOUSE LN	MARION PETER J 9 SCHOOLHOUSE LN SALISBURY, MA 01952
20-005	15 FOREST RD	WORTH, WENDY C, TRUSTEE S/O FOREST SALISBURY LLC 71 COMMERCIAL ST, #263 BOSTON, MA 02109

Parcel ID	Location	Owner Name/Address
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

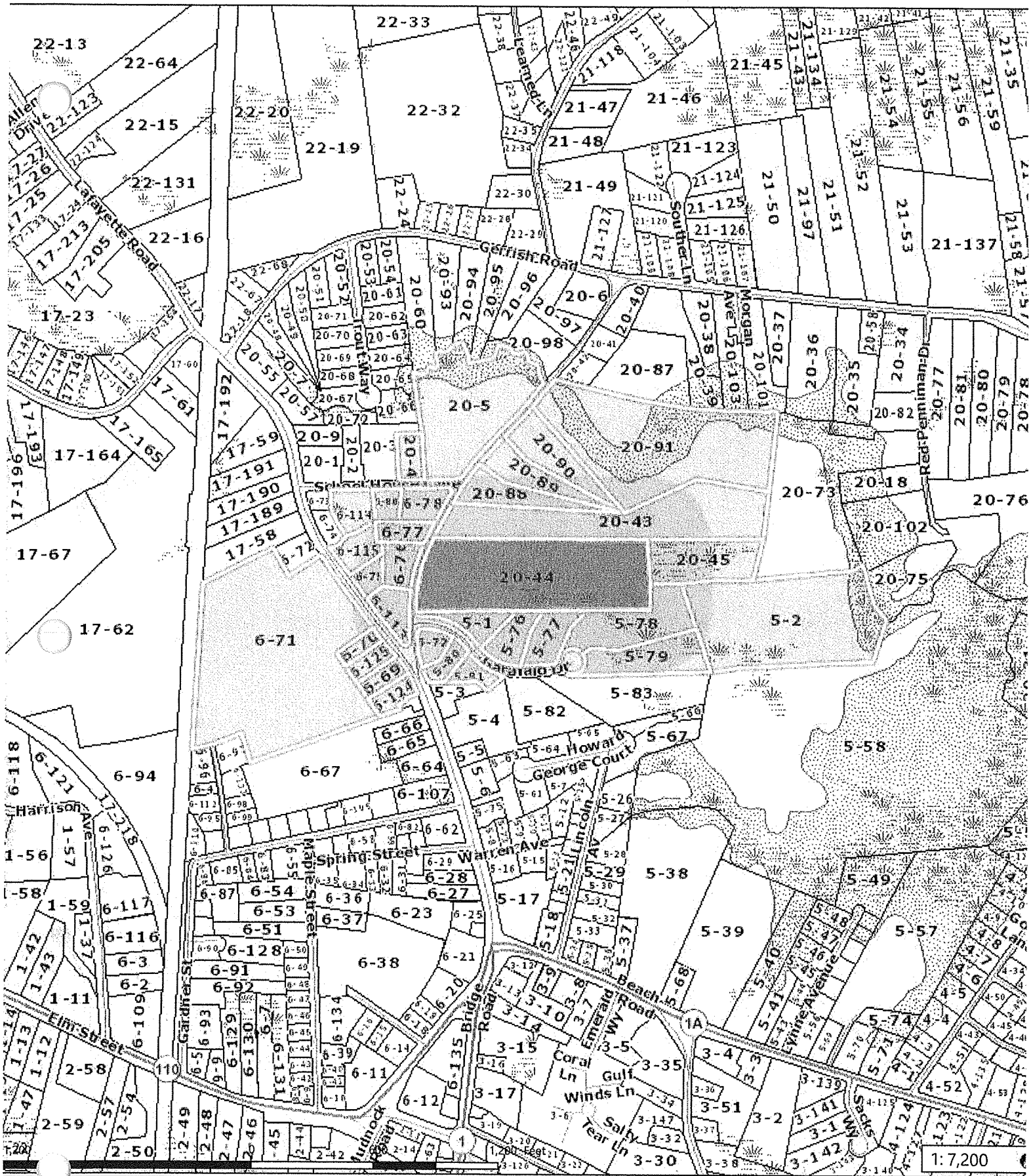
A B U T T E R S

20-043	10 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-045	FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-088	12 FOREST RD	BIDGOOD GREGORY 12 FOREST RD SALISBURY, MA 01952
20-089	14 FOREST RD	PIVACEK STEPHEN PIVACEK NANCY PO BOX 5888 SALISBURY, MA 01952
20-090	16 FOREST RD	BURKE-ANDERSON KELLY C ANDERSON WILLIAM M 16 FOREST RD SALISBURY, MA 01952
20-091	18 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

34 parcels listed

Town of Salisbury

10/23/2(



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PIVACEK STEPHEN
PIVACEK NANCY
PO BOX 5888
SALISBURY, MA 01952

BURKE-ANDERSON KELLY C
ANDERSON WILLIAM M
16 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

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BURKE-ANDERSON KELLY C
ANDERSON WILLIAM M
16 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

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Lot 20-45

Unofficial Property Record Card - Salisbury, MA

General Property Data

Parcel ID 20-45
Prior Parcel ID 45 --
Property Owner CONDON FREEMAN J
CONDON MAUREEN F
Mailing Address 6 FOREST RD

City SALISBURY
Mailing State MA Zip 01952
ParcelZoning R2

Account Number 0

Property Location FOREST RD
Property Use UNBUILDABLE
Most Recent Sale Date 7/23/2003
Legal Reference 21338-332
Grantor CONDON III,FREEMAN J & MAUREEN F
Sale Price 1
Land Area 2.560 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 26,700	Total Value 26,700

Building Description

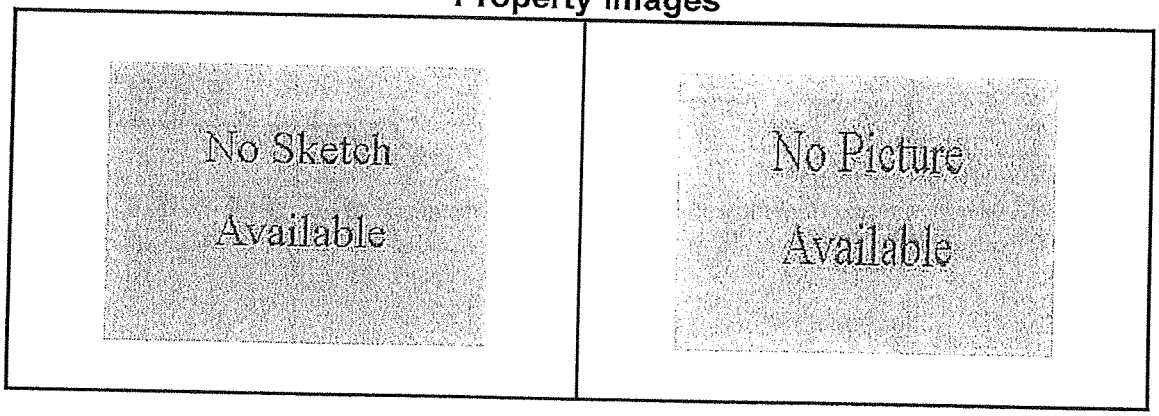
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition N/A	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 2.560 acres of land mainly classified as UNBUILDABLE with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Parcel ID	Location	Owner Name/Address
20-045	FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

05-002	REAR GARAFALO DR	SALISBURY TOWN OF CONSERVATION COMMISSION 5 BEACH RD SALISBURY, MA 01952
05-078	7 GARAFALO DR	ROBINSON SHAWN T ROBINSON NELLIE A 10 LYNNE AVE SALISBURY, MA 01952
05-079	9 GARAFALO DR	MARENGI TERRENCE A MARENGI TIFFANY R 9 GARAFALO DR SALISBURY, MA 01952
20-043	10 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-073	8 RED PENNIMAN DR	HARTT,JOYCE DREW,PAMELA DREW,ROBERT ET AL 8 RED PENNIMAN DR SALISBURY, MA 01952
20-088	12 FOREST RD	BIDGOOD GREGORY 12 FOREST RD SALISBURY, MA 01952
20-089	14 FOREST RD	PIVACEK STEPHEN PIVACEK NANCY PO BOX 5888 SALISBURY, MA 01952
20-090	16 FOREST RD	BURKE-ANDERSON KELLY C ANDERSON WILLIAM M 16 FOREST RD SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-045	FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

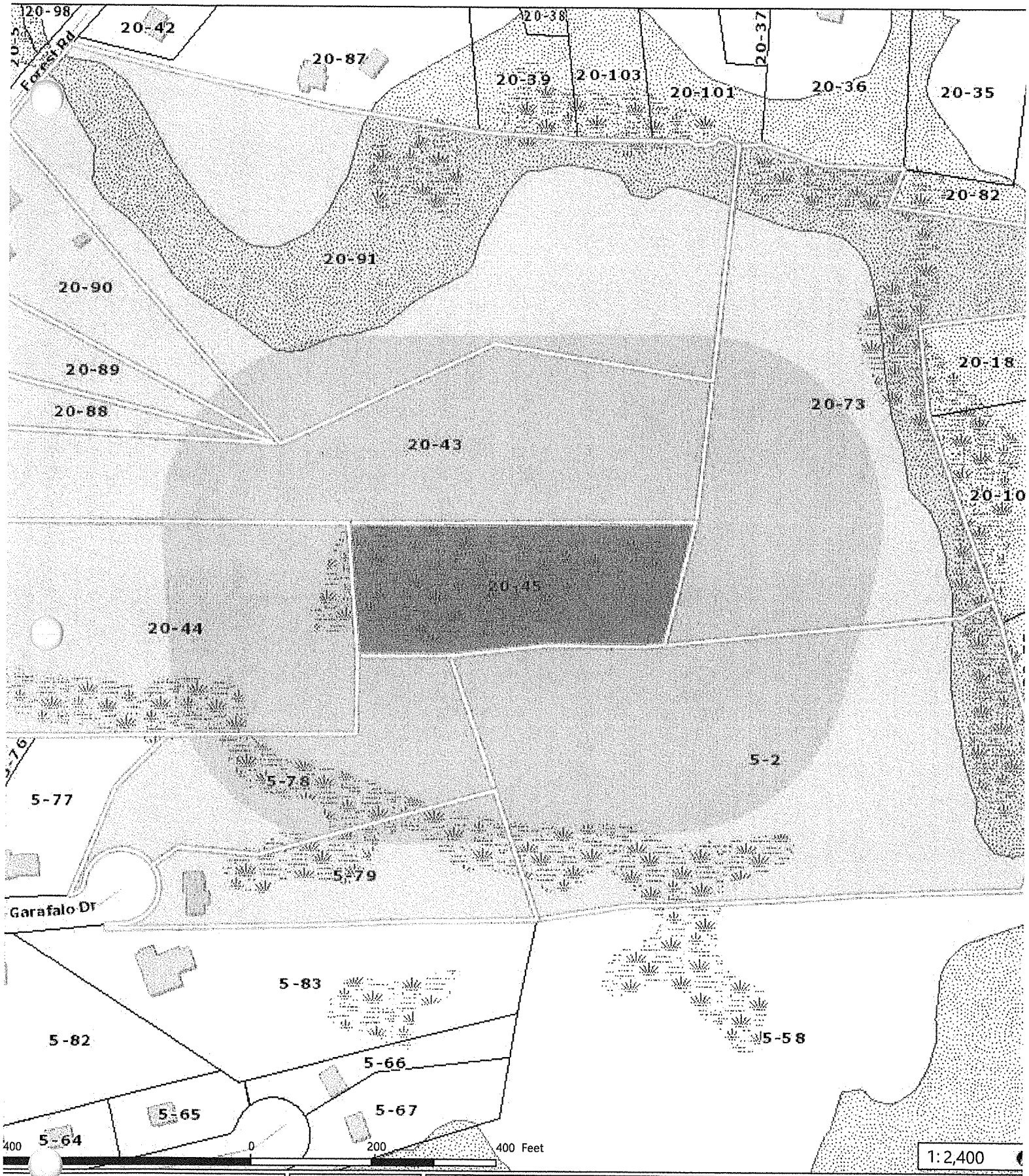
A B U T T E R S

20-091	18	FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

11 parcels listed

Town of Salisbury

10/23/2(



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Legend

- Municipal Boundary
- Major Road
- Floodplain
- Parcel Labels
- Local Road
- 100 Year Floodplain
- Parcels
- 500 Year Floodplain
- Roads
- Hydrographic Features
- Wetlands
- Interstate
- Streams

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SALISBURY TOWN OF
CONSERVATION COMMISSION
5 BEACH RD
SALISBURY, MA 01952

ROBINSON SHAWN T
ROBINSON NELLIE A
10 LYNNE AVE
SALISBURY, MA 01952

MARENGI TERRENCE A
MARENGI TIFFANY R
9 GARAFALO DR
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

HARTT,JOYCE DREW,PAMELA
DREW,ROBERT ET AL
8 RED PENNIMAN DR
SALISBURY, MA 01952

BIDGOOD GREGORY
12 FOREST RD
SALISBURY, MA 01952

PIVACEK STEPHEN
PIVACEK NANCY
PO BOX 5888
SALISBURY, MA 01952

BURKE-ANDERSON KELLY C
ANDERSON WILLIAM M
16 FOREST RD
SALISBURY, MA 01952

CONDON FREEMAN J TR
CONDON MAUREEN F TR
6 FOREST RD
SALISBURY, MA 01952

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Lot 20-91

Unofficial Property Record Card - Salisbury, MA

General Property Data

Parcel ID	20-91	Account Number	0
Prior Parcel ID	LOT 44A --		
Property Owner	CONDON FREEMAN J	Property Location	18 FOREST RD
	CONDON MAUREEN F	Property Use	UNBUILDABLE
Mailing Address	6 FOREST RD	Most Recent Sale Date	7/23/2003
		Legal Reference	21338-324
City	SALISBURY	Grantor	CONDON III,FREEMAN J & MAUREEN F
Mailing State	MA Zip 01952	Sale Price	1
ParcelZoning	R2	Land Area	9.120 acres

Current Property Assessment

Card 1 Value	Building Value 0	Xtra Features Value 0	Land Value 9,100	Total Value 9,100

Building Description

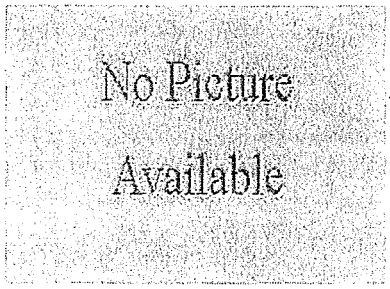
Building Style N/A	Foundation Type N/A	Flooring Type N/A
# of Living Units N/A	Frame Type N/A	Basement Floor N/A
Year Built N/A	Roof Structure N/A	Heating Type N/A
Building Grade N/A	Roof Cover N/A	Heating Fuel N/A
Building Condition N/A	Siding N/A	Air Conditioning 0%
Finished Area (SF) N/A	Interior Walls N/A	# of Bsmt Garages 0
Number Rooms 0	# of Bedrooms 0	# of Full Baths 0
# of 3/4 Baths 0	# of 1/2 Baths 0	# of Other Fixtures 0

Legal Description

Narrative Description of Property

This property contains 9.120 acres of land mainly classified as UNBUILDABLE with a(n) N/A style building, built about N/A , having N/A exterior and N/A roof cover, with N/A unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranteed.

Parcel ID	Location	Owner Name/Address
20-091	18 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

20-005	15 FOREST RD	WORTH, WENDY C, TRUSTEE S/O FOREST SALISBURY LLC 71 COMMERCIAL ST, #263 BOSTON, MA 02109
20-035	42 FOREST RD	HERDMAN BRIAN J ERMANSKI CHERI 42 FOREST RD SALISBURY, MA 01952
20-036	38 FOREST RD	MCLELLAN MARK B TR MCLELLAN CHRISTINE E TR 38 FOREST RD SALISBURY, MA 01952
20-037	34 FOREST RD	WHITE KELSEY L 34 FOREST RD SALISBURY, MA 01952
	Subsequent owner:	ALEXANDER KELSEY L ALEXANDER BRIAN T 34 FOREST RD SALISBURY, MA 01952
20-038	30 FOREST RD	MICHEL A DENNIS MICHEL RONNI L 30 FOREST RD SALISBURY, MA 01952
20-039	28 FOREST RD	CAPOLUPO CARLYN 28 FOREST RD SALISBURY, MA 01952
20-040	26 FOREST RD	OTTES PETER L CHILDS DONNA M 26 FOREST RD SALISBURY, MA 01952
20-041	24 FOREST RD	BAXTER KIMBERLY A KENNEY DANIEL R 24 FOREST RD SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-091	18 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

A B U T T E R S

20-042	22 FOREST RD	GARDNER JOSEPH 22 FOREST RD SALISBURY, MA 01952
20-043	10 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-044	6 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-045	FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952
20-073	8 RED PENNIMAN DR	HARTT,JOYCE DREW,PAMELA DREW,ROBERT ET AL 8 RED PENNIMAN DR SALISBURY, MA 01952
20-082	6 RED PENNIMAN DR	DREW JR ROBERT F DREW PAMELA J 6 RED PENNIMAN DR SALISBURY, MA 01952-2003
20-087	20 FOREST RD	WALLACE DEREK A 20 FOREST RD SALISBURY, MA 01952
20-088	12 FOREST RD	BIDGOOD GREGORY 12 FOREST RD SALISBURY, MA 01952
20-089	14 FOREST RD	PIVACEK STEPHEN PIVACEK NANCY PO BOX 5888 SALISBURY, MA 01952

Parcel ID	Location	Owner Name/Address
20-091	18 FOREST RD	CONDON FREEMAN J TR CONDON MAUREEN F TR 6 FOREST RD SALISBURY, MA 01952

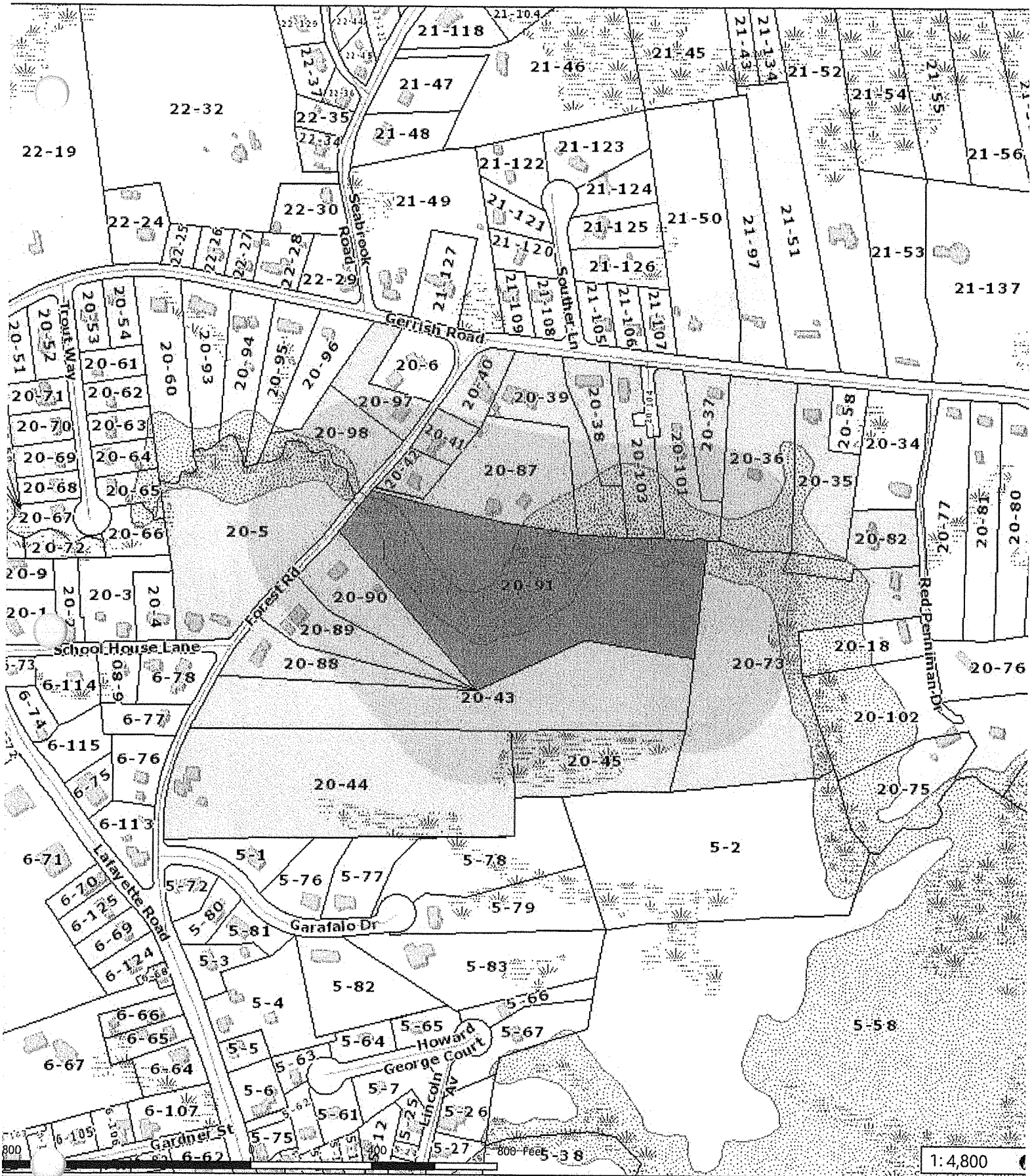
A B U T T E R S

20-090	16 FOREST RD	BURKE-ANDERSON KELLY C ANDERSON WILLIAM M 16 FOREST RD SALISBURY, MA 01952
20-097	25 FOREST RD	GRASSO GRETCHEN E 25 FOREST RD SALISBURY, MA 01952
20-098	23 FOREST RD	GRASSO GRETCHEN E TR GERRISH REALTY TRUST 28 GERRISH RD SALISBURY, MA 01952
20-101	1 MORGAN AVE	BURNHAM AMANDA L BURNHAM MARK A 1 MORGAN AVE SALISBURY, MA 01952
20-103	2 MORGAN AVE	SPINNEY RYAN M SPINNEY KRISTIN L 2 MORGAN AVE SALISBURY, MA 01952

23 parcels listed

Town of Salisbury

10/23/2(



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of Salisbury & MassIT/MassGIS.

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Legend

- Municipal Boundary
- Major Road
- Floodplain
- Parcel Labels
- Local Road
- 100 Year Floodplain
- Parcels
- 500 Year Floodplain
- Roads
- Hydrographic Features
- Wetlands
- Interstate
- Streams

ojection: NAD_1983_StatePlane_Massachusetts_Mainland_FIPS_2001

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SPINNEY KRISTIN L
2 MORGAN AVE
SALISBURY, MA 01952

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S

Exhibit S

Filing Fee's

Comprehensive Permit Filing Fee
($225.00 x 76 units = $17,100.00)

1082

Forest Salisbury, LLC
130 Parker St, Suite 20
Lawrence, MA 01843

NORTH SHORE BANK
Well north of your expectations.™
53-7129/2113

11/13/2020

PAY TO THE ORDER OF Town of Salisbury

$ **17,100.00

Seventeen Thousand One Hundred and 00/100********** DOLLARS

Town of Salisbury
PO Box 534
Medford, MA 02155-0006

MEMO

AUTHORIZED SIGNATURE

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⑈001082⑈ ⑆211371298⑆ 9938230 2⑈

Forest Salisbury LLC

1082

Town of Salisbury

11/13/2020

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/13/2020	Bill	6 Forest Rd	17,100.00	17,100.00		17,100.00
					Check Amount	17,100.00

North Shore Bank 17,100.00