
Application to Carlisle
Board of Appeals for
Comprehensive Permit per
MGL Ch. 40B

Brem Property

AN AFFORDABLE SINGLE FAMILY
RESIDENTIAL DEVELOPMENT

100 LONG RIDGE ROAD
CARLISLE, MASSACHUSETTS

DEVELOPED BY:



LIFETIME GREEN HOMES, LLC
142 LITTLETON ROAD, SUITE 16
WESTFORD, MA 01886

JULY 2, 2014



Site Plan



142 Littleton Road
Westford, MA 01886
978.692.1313

July 2, 2014

Lisa Davis Lewis
Carlisle Board of Appeals
Town Hall
66 Westford Street
Carlisle, MA 01741

Re: 100 Long Ridge Road
40B – Application for Comprehensive Permit

Dear Ms. Lewis and the members of the Board of Appeals:

Please find an application for a Comprehensive Permit pursuant to Massachusetts General Laws Chapter 40B submitted herewith for the Brem property at 100 Long Ridge Road in Carlisle, MA. The pre-submission conference was held on January 21, 2014.

Included with this application is the following:

1. Application to Carlisle Board of Appeals for Comprehensive Permit pursuant to MGL Ch. 40B – 11 pages and 9 Appendices, 41 copies

Appendices Listing

ID	Description	Regulatory ID
A	Site Plan	(a)
B	Architectural Drawings	(c)
C	Utilities Plan	(f)
D	Deed of Property	(g)
E	Exception List	(h)
F	Mass Historical Correspondence	(j)
G	Regulatory Agreement, Deed Rider, Monitoring Agreement	(q)
H	Mass Housing Eligibility Letter	(s)
I	Executed Agreement for Reimbursement & Certification of Accuracy of Application	(t)

2. Filing fee in the amount of \$24,000 computed as follows:
 - a. \$5000 base fee, plus
 - b. \$1000 per unit x 19 new units

Note: waiver request to \$4000 submitted

3. Portions of MassHousing, Housing Starts Application

(Sections F, J, N, P are not separately copied as they are included above, S is additional and not required under any regulations).

4. Certified Abutter's List from the Carlisle Board of Assessor's dated June 13, 2014.
5. One copy of above, unbound.
6. Plans at 11" x 17" – one copy.
7. Six (6) pdf's on a CD.
8. Preliminary Stormwater Management Report with Operation and Maintenance Plan, dated June 20, 2014 – *Limited copies as outlined below:*

(As this report is highly technical and voluminous, the applicant is providing 8 copies of Volume 1 for each member of the Board of Appeals including Alternates (5) plus one copy for peer reviewer, and one copy for File. Volume 2 is extremely technical and of completely no use if not familiar with HydroCAD so 2 copies are provided; one copy for peer review and one copy for File. Additional copies of both volumes are available upon request if needed and of use).

Please advertise and notify the general public in accordance with the applicable regulations. Please notify me, in writing, of the date, time, and place of the scheduled public hearing.

Thank you for your fair consideration.

Sincerely,
LIFETIME GREEN HOMES, LLC



Jeffrey A. Brem

Enclosures

Cc: Melissa Robbins, Esq.

Brem – 40B

100 Long Ridge Road

Application Documents

1. Application to Carlisle Board of Appeals for Comprehensive Permit pursuant to MGL Ch. 40B

Application to:
Carlisle Board of Appeals

For:
Comprehensive Permit

Pursuant to:
MGL Ch. 40B

BREM PROPERTY
100 LONG RIDGE ROAD
CARLISLE, MA

July 1, 2014

PREPARED FOR:

*Lifetime Green Homes, LLC
142 Littleton Road, Ste 16
Westford, MA 01886*

PREPARED BY:

JEFFREY BREM, PE
MEISNER BREM CORPORATION
142 LITTLETON ROAD, SUITE 16
WESTFORD, MA 01886
978-692-1313

&

DESCHENES & FARRELL
515 GROTON RD #204
WESTFORD, MA 01886
978-496-1177

DESCRIPTION OF PROJECT PROPOSAL

*MGL CH. 40B - BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA*

1 Brief Description of Project

a) Project Proposal

The project intends to provide a unique housing concept to the Town of Carlisle with the proponent seeking a Comprehensive Permit from the Carlisle Board of Appeals pursuant to Massachusetts General Law (MGL), Chapter 40B. Presently, with the inclusion of Benfield Farms, the town only has 2.6% affordable housing according to DHCD latest housing inventory.

The project is located at 100 Long Ridge Road in Carlisle, MA. For existing conditions, **See Section 2b)** below for a detailed description of existing conditions required by the Carlisle Zoning Regulations for Comprehensive Permit.

The project proposes 20 units, including the existing home, at a density of 2.03 units per acre. The homes will be single family with two car garages and three bedrooms totaling an average of about 2500 square feet of living space. Approximately seven of the nineteen new homes will have walk out basements as the site grades allow. Each of the nineteen (19) new single family homes are designed to be sited on small exclusive use areas (EUA). The homeowner will maintain his/her own roof, siding, porch, patio, gardens, and lawn areas. This will serve limit the homeowner association fee, a substantial impediment to affordable housing.

Each house will be designed with a usable front porch sited 20' to 35' from the edge of the road to encourage lot owners to socialize with their neighbors regularly. The land between the porch and roadway will be landscaped with formal garden areas; not just green lawn. These garden areas will be maintained by each homeowner to offer personalization and will enhance the view as one drives through the project.

The outdoor spaces in the rear will be the typical patio, deck, and screened porch for more private entertaining. However, it is important to note that the design intent is to provide the additional outdoor spaces in the front of the house as alternative sitting areas and to encourage communal interaction. The lot sizes are purposefully intended to be small areas with formal definition by the use of beautiful landscaping features to create a sense of individual place, yet the weekly maintenance requirements will be minimal.

b) Architectural

The architectural design concept is to marry the desires and aspirations of potential buyers (customers) with the surrounding locale; immediately in the neighborhood and in the general geographic area of Carlisle, Concord (Monument Street), and Bedford.

A "Craftsman" style single family home will be offered (potentially with several variations of the design) providing certain features lifted from the adjacent community such as shed dormers, lower pitched roofs, variation on siding types, larger columns, large roof overhangs, casement windows, usable

DESCRIPTION OF PROJECT PROPOSAL

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100 LONG RIDGE ROAD, CARLISLE, MA

porches, outdoor patios, connectivity from the inside to the outside, maximization of natural views, minimization of negative views, avoidance of large lawn areas, efficient lighting, etc. The interior spaces will conform to the latest trends in home design including open areas combining kitchen, dining, and family rooms, plenty of closet spaces, high tech and stylish kitchens, and other current design features.

The infrastructure of the house will seek to be highly efficient and will include design of every element of the house including framing, window sizes and glazing, heating system, insulation, energy star fixtures, location of ductwork, pre-wiring for solar, etc. This will be a "green" house and will meet the new Massachusetts Stretch Code.

c) Site Design, Stormwater Management, and Utilities

Long Ridge Road is part of a subdivision of homes developed in the early 1970's as a conventional subdivision. Long Ridge Road joins Nowell Farme Road to River Road across from Skelton Road. All of the roadways in the subdivision, including Long Ridge Road, were designed with a 40 foot right of way layout and a pavement width of 24 to 26 feet of pavement, recently re-surfaced in 2007.

The layout of the proposed roadway begins opposite, and over 100 feet east of, the existing intersection of Garnet Rock Lane and Long Ridge Road. The design includes a small boulevard entrance to allow for signage and landscaping features. The roadway is curvilinear and traverses a gentle grade for 500 feet to a sharp right curve downhill to a cul-de-sac turnaround feature. The proposed roadway width includes a traveled way to match the existing roadways with a paved 20 foot travelled way. The roadway width and cul-de-sac will be designed for the maneuvering of fire apparatus and will be landscaped in the middle with a stormwater feature underground.

Stormwater controls will utilize the principles of Low Impact Development (LID) design wherever feasible. LID strives to mimic nature in reducing runoff by limiting disturbed areas where possible, infiltrating runoff as close to the original point of contact as possible, developing rain gardens to aid in infiltrating the lower storm intensities, and designing sustainable best management practices to address concentrated runoff to mitigate the impact to the groundwater, wetland, and receiving waters. Concentration of flow and transmission of large amounts of runoff is discouraged. Essentially, as stated, LID tries to mimic nature.

Electricity service is currently by NStar via underground wires and surface mounted transformers. This project will extend the electrical service, in kind. The site is also serviced for cable television by Comcast, also underground. Domestic water service will be provided by shared, private wells with the required legal restrictions, easements, and use agreements. Sewerage will be by three separate shared systems and will utilize Alternative Technologies (MassDEP approved state of the art components). Water supply for fire suppression will be provided by the proposed fire cistern. Homeownership documents will allow for the assessment of fees to maintain the sewerage, drainage, and water systems as well as the roadways, utilities, and open space areas, etc. The primary heat source is still being investigated to provide the most efficient design and includes propane, oil, and heat pumps as alternatives being

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considered. Natural gas is not available in the street system. Solid waste will be as all other residences in Carlisle – to the Transfer Station.

d) Traffic Generation

The total average daily vehicle trips for a 20 single family residential dwelling unit project is 96 vehicle trips per day leaving the property and 96 vehicle trips per day entering. Currently, based on the residential use and horse facility, the property has a total average daily count of 11 vehicle trips entering and 11 vehicle trips leaving. The weekday morning (7AM – 9 AM) peak for the 20 units is 15 vehicle trips with 11 leaving and 4 entering. The weekday peak afternoon (4 PM – 6 PM) peak for the 20 units is 20 vehicle trips with 13 entering and 7 leaving.¹

This is a very small increase and will not impact the Level of Service (A) of the existing residential street network or surrounding intersections.

A full traffic study will be prepared by a qualified firm. There is a concern on timing of the traffic counts and Scope of Services based on comments received to date.

Although traffic counts can be performed during summer months with adjustments up for “normal” conditions, it is preferable to have the counts done when school is in session. Also, since the Traffic Report will include various atypical items such as review and commentary on the transportation components of the site design the applicant believes that a review of the Scope of Services of the report with the Board of Appeals prior to engagement is in the best interest of the review of the project, including timely presentation. Therefore, since more reliable data would be generated after September 1 and since the Scope of Services is expected to include additional items not normally in a traffic report the Traffic Study and Report it seems reasonable that the traffic report be provided by the end of September, 2014.

e) Amenities

The property is located adjacent to the Blood Farm Trail which leads to the Davis Corridor. Additionally, these trails connect to the 900 plus acre Estabrook Woods in Carlisle and Concord, MA. Off-site trail access is also available via existing pedestrian easements.

In addition, the project design may include the use of the lawn over the leaching area for one of the septic systems as a fenced and gated grassed playing field for children and for dogs to be unleashed. To the east a trail and bridge over the wetland will be constructed to provide access to 3.19 acres of wooded areas, a portion of which may be developed as active woodland recreation including picnic areas, play areas, walkways, and potentially an approved outdoor fireplace.

The project proposes a 45,000 gallon cistern to be constructed at the applicant’s expense and located near the front of the project thereby aiding other existing property owners by providing needed fire water supply.

¹ ITE Trip Generation, 6th Edition, Vol 1 of 3, pp262-267

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100 LONG RIDGE ROAD, CARLISLE, MA

2 Carlisle Regulatory Requirements for Comprehensive Permit

a. See Residential Site Plan – Attachment A

b. Report on Existing Conditions of Project Proposal Area

The project is located at 100 Long Ridge Road in Carlisle, Massachusetts and consists of 9.84 acres of land. It is currently used as one existing residential dwelling constructed about 1974 by Deck House, Inc. and a horse farm developed in 2005.

About 4 ½ acres of the property is cleared with the balance as woodland. The timber is primarily a mix of large eastern white pines and pin oaks with lesser quantities of other high canopy species such as hemlock, maple, and birch.

An intermittent stream and narrow wetland system traverses the rear portion of the property flowing southerly and turning easterly in the narrower section of the property. The bordering vegetated wetland associated with this stream is quite narrow and follows within several feet of the streambed.

The topography throughout the property ranges a total of approximately 30 feet (from minimum to maximum) but a large portion near the house and barn is fairly level. Most of the other areas have a modest slope and a few select areas are quite steep. In particular, the westerly property line is close to a drainage divide with the off-property portion to the west dropping southerly to a small, intermittent stream that runs from the end of Long Ridge Road dead end away from the property and through a lot on the north side of Long Ridge Road and others on Garnet Rock Road northerly and away from the property. Some other small locations flow northeasterly toward undeveloped and wooded portions of land off Suffolk Lane. The balance and a large majority of the topography of the site and adjacent area flows downward to the intermittent stream on the property.

Soil testing throughout the property indicate a well drained soil with percolation rates of 2-5 minutes per inch with depths to the seasonal high water table ranging from 24" to 84". In summary, the soils are very good and will certainly support septic system(s).

The property abuts the "Davis Corridor" land and the "Estabrook Woods Buffer" land with the Blood Farm Trail. The Blood Farm Trail connects to Estabrook Woods and other conservation open space areas and trails totaling over 900 acres of land used frequently by many members of the community. The subject property has 50 feet of direct frontage on the Blood Farm trail. A pedestrian path connecting the project road to this trail system will be provided. This will not impede access to the general public as

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there is already sufficient public access to the Blood Farm Trail and the Davis Corridor land by access at the dead end of Long Ridge Road (public road) and at the dead end of Nowell Farme Road (public road) at the intersection of Prospect Street. The property also has a private, unused dedicated easement from adjacent property toward the east at Nowell Farm Road (French).

The property is listed in Carlisle's Open Space plan as Parcel 52 as the least priority for acquisition, Priority 4.

The property is not on the Priority Habitat Maps of Natural Heritage and Endangered Species. A wetland area that may have the potential as a vernal pool may be on the eastern end of the property further than 600 feet from any work.

The property has been improved by the addition of a 6 stall, 2 story barn with tack room, feed room, and hay storage. In addition, the property includes several dirt paddocks, grass paddocks, and grass turn-out areas (fields) as outdoor spaces on the farm for the horses. A manure pile conforming to the regulations of the Carlisle Board of Health is maintained regularly. The project is being phased to allow for the orderly and efficient removal of the horses and farm operations. Phase I includes the first 6 units (Units 1-6) during which time the farm will still be operating, although the manure pile will be moved. Phase II includes razing or moving the barn off the property and removing the fencing, paddocks, riding arena, and other farm improvements.

The existing street, Long Ridge Road, is public with 24 to 26 foot wide pavement constructed as a subdivision roadway in the mid 1970's by affiliates of Deck House, Inc. Long Ridge Road services only 2 homes past this property. Garnet Rock Road (public) provides another route back to Nowell Farme Road (public) which provides access to the neighborhood. Two cul-de-sac roadways, Fern Lane and Suffolk Lane (both public) also access Nowell Farme Road. Lastly, at the end of Nowell Farme is an old public road, Prospect Street, presently being blocked for vehicular access by a few small boulders, small trees, and often parked vehicles. However, pedestrians, bicyclists, and ATV vehicles often utilize this access from Nowell Farme Road to and from Prospect Street.

c. Architectural Drawings – See Attachment B

The affordable units will appear the same or similar to the market rate units on the exterior. The landscaping and other exterior visuals and amenities will be identical. The interior of the homes will generally be the same structural construction, windows, exterior doors, drywall, and ceilings. The heating system will be similar. The water supply will be similar. The finish trim of the affordable units may be different but will be determined during construction and with input from MassHousing. The flooring for the affordable units may consist of pergo style flooring, sheet vinyl, and carpeting. Appliances will be

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100 LONG RIDGE ROAD, CARLISLE, MA

limited to standard quality range, microwave, and refrigerator. Lighting, plumbing fixtures, and similar finished mechanicals will be typical for affordable units constructed throughout the Commonwealth.

d. Tabulations of Building and Site

Table 1: Buildings

	Number	Bedrooms	Living Area (SF)	Total Living Area (SF)
New	19	3	2450	46,550
Existing	1	4	4000	4,000
				<hr/> 50,550

Table 2: Lot Areas

Lot Areas:	Acres
Total Area	9.84
Cleared	4.5
Wooded Upland	4.8
Wooded Wetland	0.5

Table 3: Impervious Cover

Impervious Coverage:	
Building Coverage	7.5%
Parking Coverage	2.2%
Roadway	6.0%
Wetlands	7.0%

e. Subdivision of Land is not proposed

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100 LONG RIDGE ROAD, CARLISLE, MA

- f. Utilities Plan - See Attachment C**

- g. Jurisdictional Requirements of 760 CMR 56.04:**
 - i. Lifetime Green Homes, LLC is an established corporation within the Commonwealth of Massachusetts and will timely file the appropriate documents with the subsidizing agency to ensure that it is a limited dividend corporation.
 - ii. The applicant will utilize MassHousing as the subsidizing agency with its Housing Starts program.
 - iii. The applicant owns the property and has owned it for over nine (9) years. See deed in **Attachment D.**

- h. Listing of Exceptions to Carlisle's By-Laws and Regulations – See Attachment E**

- i. Abbuter's List Certified by Assessor's Office**

- j. Proof of filing a Project Notification Form with the Massachusetts Historical Commission for the locus (and their response) - See Attachment F**

- k. Not applicable as project is not in a Priority Habitat or Rare and Endangered Species Habitat by the Massachusetts Natural Heritage and Endangered Species program,**

- l. Not applicable pursuant to the threshold criteria for a Environmental Notification Form or Environmental Impact pursuant to the Massachusetts Environmental Policy Act**

- m. Detailed Pro Forma Analysis – See Attachment F. For Appraisal Determination of Value of Existing Property, Contact Mass Housing**

- n. A narrative description of how the Project complies with Massachusetts Governor's Executive Order 385, "Planning for Growth" and Executive Order 193, "Preservation of State Owned Agricultural Land";**

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100 LONG RIDGE ROAD, CARLISLE, MA

Executive order 385, signed by Governor William Weld on April 23, 1996, requires the Commonwealth of Massachusetts to actively promote sustainable, streamlined economic development while preserving environmental quality and resources. This project is providing desperately needed local affordable housing and family housing while protecting wetland resources by not impinging on them or filling any wetland resources. Rather the project intends to retain the most environmentally sensitive areas as dedicated open space. Further, all of the domestic water will be drawn from the ground and replaced essentially in place with the use of on-site, alternative technology and treatment septic systems thereby eliminating the loss of local or regional groundwater. Finally, Low Impact Development and Best Management Technologies will be utilized for the stormwater management system.

Executive Order 193, signed by Governor Edward King on March 19, 1981 provides for mitigation “against the conversion of state-owned agricultural land”. As the property is privately owned, this Order does not apply.

o) MassHousing’s and the Office of Commonwealth Development’s “Smart Growth” policies

- a. MassHousing - See Attachment F, MassHousing’s Sustainable Development Scorecard
- b. Office of Commonwealth Development’s “Smart Growth Policies”
 1. Concentrate Development and Mix Uses – project is concentrated.
 2. Advance Equity – Project promotes equitable sharing of the benefits and burdens of development
 3. Make Efficient Decisions – project is a “Comprehensive Permit” with the purpose as an efficient permitting process.
 4. Protect Land and Ecosystems – The project will protect and preserve 2 acres of land as permanent open space where none of this land is presently protected, including the sensitive and environmentally important wetland resource areas as well as the rock outcropping and other natural landscapes. A potential vernal pool will also be included in the open space area, permanently protected.
 5. Use Natural Resources Wisely – the project will utilize on-site wells for water supply and on-site septic disposal. The project will be constructed using the STRETCH code, will be energy star rated, and will utilize many other ‘green’ technologies.
 6. Expand Housing Opportunities – this is the purpose of the project: to expand housing opportunities for affordable housing for families .
 7. Provide Transportation Choice – unfortunately, this policy is unattainable in Carlisle as there is no public transportation in town.
 8. Increase Job and Business Opportunities – this is a business policy, not related to providing housing.
 9. Promote Clean Energy – As stated, the project will be constructed using the STRETCH code, will be energy star rated, and will utilize many other ‘green’ technologies.

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10. Plan Regionally – this housing will have a benefit beyond the borders of the Town of Carlisle and will provide affordable housing for families working in the regional area.
-

p) Impact on project to the Carlisle Housing Production Plan

Carlisle's 2010 Housing Production Plan (Plan) is a very thorough document intended to be a guideline in providing affordable housing in a "proactive" manner. It is an update of the 2005 Housing Production Plan. The Plan outlines past affordable housing efforts, outlines a detailed needs assessment, examines the lack of progress from 2005 to 2010, defines goals for the future, and proposes an action plan. It is only 98 pages but includes a wealth of useful background, statistics, and relevant information.

The first page of the Plan states: "Undertaking a more proactive housing program to build more affordable housing will be a significant challenge in Carlisle for many reasons, including the following:..." then proceeds to outline, with sufficient proof later, the many and real obstacles. The Plan outlines many strategies to achieve the goals, but after almost nine years, very few of the outlined strategies in the 2010 Housing Production Plan have been enacted (it is noted that the present idea of developing on Banta Davis land is not contemplated in the 2005 or 2010 Plans).

Conversely, private development of affordable projects are considered in the Housing Production Plan. This project serves a vital need of the community in providing alternatives to the conventional housing stock. The Town of Carlisle has identified a total of seven distinct goals in their approved "2010 Housing Production Plan". As stated in the Housing Production Plan:

Due to the rising costs of homeownership, many residents are finding it increasingly difficult to afford to remain in Carlisle, including children who would like to raise their own families locally, long-term residents, especially the elderly, and town employees. More housing options are required to meet these local needs and produce Carlisle's fair share of regional needs.²

Two of the seven goals of the 2010 Housing Production Plan incorporate diversity; "promoting social and economic diversity and stability" of existing Carlisle families and providing "a wide range of housing alternatives to meet diverse housing needs".

² Town of Carlisle Housing Production Plan, November 2, 2010

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100 LONG RIDGE ROAD, CARLISLE, MA

Diverse housing means diversity both in market rate housing and deed restricted affordable housing. This project seeks to meet both needs within the community of Carlisle. New single family, 3-bedroom housing below \$750,000 is completely unavailable in Carlisle and has been for many, many years. This project will provide that market rate need. On the affordable side, three bedroom, single family detached housing for families and retirees on individual lots, deed restricted to buyers qualifying as 80% of the median area income, presently at about \$66,000 in this area, in affluent or desirable communities is currently of the highest priority at the state level.

In summary, the proposed housing provides a much needed alternative to large mansion residential new construction and is a fresh and new alternative to all other housing in the Town of Carlisle, privately or publicly produced.

- q) Regulatory Agreement, Deed Rider and Monitoring Agreement – See Attachment G**
- r) Source of subsidized funds: New England Fund**
- s) MassHousing Eligibility Letter – See Attachment H**
- t) Executed agreement for reimbursement of expenses and certification of accuracy of application – See Attachment I**
- u) MassHousing Application**

Duplicative Items of the Mass Housing Application listed below are not separately provided herewith as they are provided in this application.

Sections: F, J, N, P, S (S is simply newspaper articles, to be submitted digitally only)

- v) Selectmen Declined Offer to Proceed as a LIP - Not Applicable**

Brem – 40B

100 Long Ridge Road

Application Documents

2. Copies of Filing Fee Check

COPY

LIFETIME GREEN HOMES, LLC

53-274-113

1007

JEFFREY A. BREM
142 LITTLETON RD STE 16
WESTFORD, MA 01886-3154

7.1.2014
date

Pay to the order of TOWN OF CARLISLE \$ 24,000.⁰⁰
TWENTY FOUR THOUSAND AND 00/100 dollars

Enterprise
Bank
Enterprise Bank & Trust Company
LOWELL, MASSACHUSETTS

for FILING FEE - 403

Jeffrey A. Brem

⑆011302742⑆ 603 287⑆1007

COPY

Brem – 40B

100 Long Ridge Road

Application Documents

3. MassHousing Starts Application

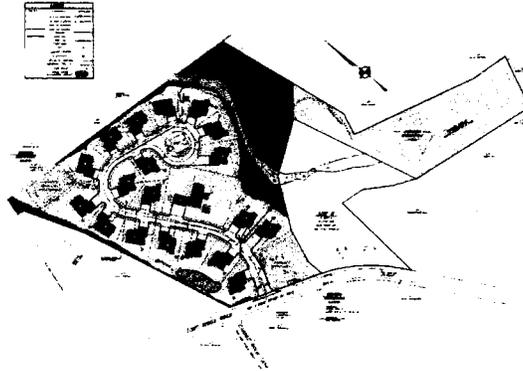
(All portions except those included
within application:
F,J,N,P,S)

LIFETIME GREEN HOMES & JEFFREY BREM,

APPLICATION TO MASS HOUSING

20 LOT – FOR SALE

40 B PROJECT - HOUSING STARTS APPLICATION



SITE PLAN



ARCHITECTURAL RENDERING

NOVEMBER 19, 2013

BY:

Lifetime

&

JEFFREY A. BREM, PE

BREM PROJECT (Unnamed)
100 Long Ridge Road, Carlisle, MA

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D	Description of Project by Developer Engineer (same as developer)
E	Sustainable Development Principals Evaluation Self-Assessment Form
F	List of Variances and Waivers
G	Proforma – Preliminary Construction Budget
H	Developer Experience
I	Copy of Notification Letter to Dept. of Housing and Community Development
J	Evidence of Site Control – Deed and Purchase and Sale
K	Broker Opinion on Projected Sales Prices – Market Rate Units
L	Locus Map and Photographs
M	Directions to Site
N	Preliminary Site Plan – 2 Copies – Letter Size, See also Pocket for 2 copies Full Size
O	By Right Site Plan and Special Permit Site Plan – 2 Copies – Letter Size, See also Pocket for 2 copies 11x17
P	Preliminary Architectural Plans
Q	Application Fee in the form of a check payable to MassHousing in the amount of \$5600.00 and a copy
R	Copy of Letter to Selectmen Chair Tim Hult as transmittal of full Housing Starts application and Summary of Discussions with local officials
S	Copies of Local Newspaper Articles
T	Letter of Interest from Enterprise Bank regarding funding of the project
	Pocket Folder – Preliminary Site Plan, By Right Plan, and Special Permit Plan

Lifetime



142 Littleton Road
Westford, MA 01886
978.692.1313

November 19, 2013

Michael Busby
40B Project Coordinator
Mass Housing
One Beacon Street , 29th Floor
Boston, MA 02108

Re: Brem Land
100 Long Ridge Road
Carlisle, MA 01741

Dear Mr. Busby:

Enclosed, please find the Housing Starts Application for a project at 100 Long Ridge Road in Carlisle, MA proposed pursuant to MGL CH. 40B (40B). The project name has not yet been determined.

The scope of the project includes the development of 19 new single family detached homes in addition to the existing home on the property for a total of 20 single family units on 9.84 acres. It is proposed that each of the homes will own their individual lots (fee simple). In addition, in keeping with the adjacent neighborhood and to minimize each lot's homeowner association costs, the roadway is proposed to be constructed to the general standards of the town (road width, construction cross section, etc) and thus to be a public roadway.

The homes will be designed within the style of the neighborhood as it is located at the end of a unique "Deck House" neighborhood in Carlisle, MA near the borders with Concord and Bedford (see photos of existing home, Section L). In consideration of the local conditions, this project has been designed to blend into the existing neighborhood as much as possible within the confinements of the rules, regulations, economics, market, and process and is proposed at only 2.03 units per acre which is 400%, at least, below the state's suburban policy limits.

The project's site plan is designed to encourage social interaction and environmental consciousness. All of the homes will be designed with front porches, will be close to the road, and will incorporate many other design features to encourage daily communication of neighbor to neighbor. This is an important concept and will be unique to Carlisle outside of the Center. It will be designed to be a sustainable development using current trends in design and livability, throughout the project ,

including building design and controls, site storm drainage with LID technology, septic treatment using Alternative Technologies, Energy Star rated fixtures, construction compliance with the STRETCH Code, and others.

As indicated, the existing neighborhood is a 40 year old "Deck House" subdivision of about 41 homes. These homes are a first generation panelized construction with post and beam framing and they all share in certain unique features such as large windows brought right up to the ceilings, low pitched roofs with dramatic overhangs, stylish front mahogany doors, bluestone walks and patios, exposed stained douglas fir rafters, and many others. The architectural design will incorporate some of these into the facades with a "craftsman" style design. The proposed homes are purposefully separated by approximately 30 to 40 feet as generous setbacks for proportional scaling and massing. The exterior building materials will be the standard clapboard siding, some vertical siding to incorporate the neighborhood style, and typical single family home construction.

Utilities include underground power by NStar, cable by Comcast, private individual wells for water supply, and two private, shared septic systems using MassDEP approved Singulair™ Alternative Technology. Amenities include direct access to over 900 acres of woodland "Estabrook Woods", a small gated, grass playing field, a wooded recreational area with a controlled and Fire Dept. approved fire pit, and a proposed Gazebo meeting area.

The Housing Starts application and required various backup documentation is enclosed. I refer you to the Table of Contents for the listing of each item of this submittal.

The real estate broker opinion of value and the letter of interest from a FHLB member bank will be forthcoming and are expected to be available within the next 10 days.

Lastly, as you know I decided to provide an opportunity to the Town of Carlisle to support this project as a "Friendly 40B" in the form of a request to support the project as a Local Initiative Petition (LIP) to DHCD. Accordingly, the project is now certainly public as I presented it to various municipal officials, public agencies, and Town Boards in the last 30 days as outlined below.

Chair, Carlisle Housing Authority	09-23-13
Chair, Board of Selectmen	09-24-13
Carlisle Housing Authority	09-24-13
Carlisle Affordable Housing Trust	09-26-13
Local Newspaper, "Carlisle Mosquito", Editor Betsy Fell	10-01-13
Carlisle Board of Selectmen – Public Attended	10-08-13
Carlisle Land Use Boards met independently to offer comment	Oct/Nov
Carlisle Board of Selectmen – Deferred Meeting	11-12-13

As generally expected, the neighborhood has presented the Board of Selectmen opposition to the project and the LIP action and the Board of Selectmen voted to not support this project as a LIP at their 11-12-13 meeting. I recognize that the Housing Starts process intends to involve the community

Letter to Mike Busby, MassHousing

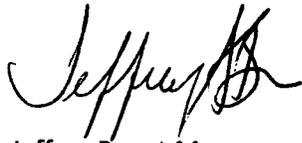
November 19, 2013

Page 3 of 3

and to seek input in a welcoming public process. In addition to walking the neighborhood with my plans and meeting several of my neighbors in one on one meetings, my public efforts in this regard and in seeking LIP status has been well documented by the local newspaper, "The Carlisle Mosquito", in a series of news articles and Letters to the Editor, which I am including in this submission in Section S.

Thank you in advance for your receipt and processing of these materials. I look forward to working with you and MassHousing and in showing you this lovely property during the site inspection.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Brem". The signature is fluid and cursive, with a large initial "J" and "B".

Jeffrey Brem, Manager
LIFETIME GREEN HOMES, LLC

enclosures

Cc: Tim Hult, Chair, Carlisle Board of Selectmen
Melissa Robbins, Esq.

Application Checklist

The following documentation must be filled out completely and accompany each application:

- Sustainable Development Principles Evaluation Self –Assessment Form.
- A detailed cover letter from the developer outlining the scope of the proposed housing development including a narrative description of the approach to building massing, the relationship to adjacent properties, and the proposed exterior building materials.
- Evidence (**certified mail receipt**) that a copy of the Housing Starts application package has been received by the Chief Elected Official in the municipality. In addition, please summarize any discussions with local officials regarding the proposed development site.
- A copy of the notification letter informing the Department of Housing and Community Development of the developer’s submission of a project eligibility application to MassHousing.
- Evidence of site control in the form of a deed, purchase and sale agreement, or option to purchase.
- Broker opinion on projected sales prices for the market rate units.
- A locus map identifying the site within the plan of the neighborhood, accompanied by photographs of the surrounding buildings and features that provide an understanding of the physical context of the site. **If available through Google Earth, please provide an aerial photo of the proposed site.**
- Detailed written directions to the location of the proposed site.
- Two copies of the preliminary site plan, appropriately scaled, depicting lot lines, existing streets and buildings, proposed building footprints, schematic elevations, parking areas, landscape features, open space areas, location of any wetlands and other relevant information. Also, please describe in detail the site and architectural design elements of the proposed housing and its relationship to existing development patterns. .
- Two copies of a by-right site plan for submittal to the selected appraiser. This conceptual plan should show the highest and best use of the site under current zoning that does not require a variance or special permit.
- Preliminary architectural plans including typical unit floor plans showing bedrooms, bathrooms, square footage and overall unit layout.
- A non-refundable \$5,000 application fee, plus \$30 per unit of housing proposed, payable to MassHousing. (Once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional Non-refundable appraisal fee will be requested
- A letter of interest from a financial institution regarding the financing of the project.

The project eligibility application and additional documentation as described above should be sent to:

Michael Busby, 40B Project Coordinator
 (617) 854-1219
 MassHousing, 28th Floor
 One Beacon Street
 Boston, MA 02108

MassHousing
Housing Starts/New England Fund
Project Eligibility Application

GENERAL INFORMATION

1. Name of Development: Not Named Yet

2. Address of Site: 100 Long Ridge Road

3. City/Town: Carlisle, MA Zip Code: 01741

4. Development Entity: Lifetime Green Homes, LLC

Name of Principal: Jeffrey Brem

Street Address: 142 Littleton Road

City/Town: Westford, MA Zip Code: 01741

Telephone: 978-692-1313 Fax: 978-692-0303

Email: jabrem@comcast.net

Additional Contact: Melissa Robbins, Esq. Deschenes & Farrell, LLC

Street Address: 515 Groton Road, #204

City/Town: Westford, MA 01886

Telephone: 978-496-1177 Fax: 978-577-6462

Email: Melissa@dfpclaw.com

5. Name of Consultant (if applicable): N/A

Telephone: _____ Fax: _____

6. Type of Housing: Single-Family Detached Yes Condominiums _____

7. Unit Mix: Total Units 20 Affordable 15 Market 5

8. Anticipated source of construction financing: MassHousing Yes NEF Bank Yes

9. Has the town previously reviewed any proposals to build on this site? If so, please explain.
Yes, Conservation Cluster (Special Permit) – Withdrawn without prejudice by applicant on 01/03/13

10. Is this an age-restricted (55+) development? Yes ___ No ✓

11. Project Description: 20 Unit single family home on individual lots (19 new homes, 1 existing home).

SITE INFORMATION

1. Total Acreage: 9.84 Total Buildable Acreage: 9.34
- a. Density (in units per buildable acre): 2.03
- b. Explain why the density is appropriate for the site. 1) Proposed density is approx. 4 times existing zoning at 0.5 acre/unit but is substantially less than state policy density of 8 units/acre which is 16 times existing zoning 2) Site Plan with individual lots is well designed with large separation between units 3) Individual lots on town road will minimize homeowner association fees.
2. Zoning District: Residential B
 Uses permitted as of right: Single Family Residential

Please provide a tabular analysis comparing existing zoning requirements to the waivers requested for the project.

	<u>Required</u>	<u>Proposed</u>	<u>Variance</u>
Minimum Lot Size	2 Ac.	0.11 Ac.	1.89 Ac.
Minimum Frontage	250 ft.	50 ft.	200 ft.
Front Setback	40 ft.	20 ft.	20 ft.
Side Setback	40 ft.	20 ft.	20 ft.
Rear Setback	40 ft.	10 ft.	30 ft.
Maximum Building Coverage	25 %	50 %	25 %
Building Height	40 ft.	40 ft.	None
Floor Area Ratio	N/A	N/A	None
Parking	2	2 +	None

3. Does any portion of the site contain wetlands?
 Yes No If yes, how many acres are wetlands? 0.5

If yes, attach map of site noting wetland areas. See Site Plan

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

Yes No (not FEMA)

If yes, attach map of site noting flood hazard area.

5. Are there any hazardous waste sites within the site and/or within a 1/2-mile radius of the site?

Yes No

a. How did you determine your answer? Knowledge of the community. I live there and I am also chair of the Carlisle Board of Health for the last 8 years

b. If your answer was yes, please provide additional documentation and describe any action taken to address the hazardous waste on site and/or within 1/2 mile radius of the site.

6. Describe the prior uses of the subject site. Single family home and horse farm

a) Existing buildings on site? Yes No If Yes, describe the buildings and your plans for these buildings.

Single family home as one of the units and horse barn to be razed or removed

7. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places?

Yes No

8. Is the site within a Historic District?

Yes No

Site Control

1. Describe the current status of site control and attach copies of relevant executed agreements.

a.) Owned by Developer If yes, copy of deed will be required.

Was the property acquired from a related party? If yes, please explain. Yes, Same Principal

b.) Under Purchase and Sale Agreement

Seller: Jeffrey & Lisa Brem Buyer: Lifetime Green Homes, LLC; Jeffrey Brem, Manager

Are the parties related? If yes, please explain.

One and the same - just a development company

Date of Agreement October 25, 2013

Expiration Date October 25, 2015

Extensions granted? Yes No Date of Extension _____

(Please note that documentation that the buyer and seller have agreed to an extension, if applicable, will be required.)

Purchase Price \$ \$1,500,000

c.) Under Option

Seller: _____ Buyer: _____

Are the parties related? If yes, please explain.

Date of Agreement _____

Expiration Date _____

Extensions granted? Yes _____ No _____ Date of Extension _____

Purchase Price \$ _____ Option Payment \$ _____

Project Information

1. Indicate which utilities are available to the site:

Public Sewer _____ Private Septic

Public Water _____ Private Wells

Natural Gas _____ Electricity

2. Is the site located near public transit (i.e., MBTA, Commuter Rail, T)? Yes _____ No
If yes, please indicate specific type of transit and distance from the site.

3. Size of Development:

a.) Total Number of Units: 20

b.) Number of Handicapped Accessible Units: As required by law

c.) Number of Buildings: 20

d.) Number of Stories in Buildings: 2

4. Total gross square footage of building space: 50,500

5. Project Type:

a.) New Construction b.) Rehabilitation (existing home) c.) Conversion _____

6. Construction Type:

Single-Family Detached Townhouse _____ Other _____

7. Is this a Condominium development? Yes No _____
If yes, estimated monthly condo fees: Market Units \$300 Affordable Units \$300

8. Type of Fuel:

a.) Natural Gas _____ b.) Oil _____ c.) Electric _____ d.) Other Propane

9. Parking Spaces:

a.) # Enclosed 41 b.) # Outdoor 41 c.) # Per unit included in Sales Price 4

d.) # Spaces being sold 0 and Sales Price \$_____

e.) # of enclosed spaces designated for the affordable units 10 (2 each)

10. Unit Mix: Complete the chart below

Unit Type	# of Units	# of BR's Per Unit	# of Baths Per Unit	Sq. Footage Per Unit	Sales Price Per Unit
Affordable	5	3	2	2450	\$163,000
Market Rate	14	3	2.5	2450	\$730,000
	1	4	2.5	4000	\$825,000
Total	20				

PRELIMINARY CONSTRUCTION BUDGET

Date Completed: _____

<u>DEVELOPMENT ITEM</u>	<u>TOTAL COST</u>	<u>PER UNIT COST</u>
-------------------------	-------------------	----------------------

SITE ACQUISITION	\$ _____	\$ _____
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HARD COSTS

Site Preparation	_____	_____
Landscaping	_____	_____
Residential Construction	_____	_____
Hard Cost Contingency	_____	_____

TOTAL HARD COSTS	\$ _____	\$ _____
------------------	----------	----------

SOFT COSTS

Permits/Surveys	_____	_____
Architectural	_____	_____
Engineering	_____	_____
Legal	_____	_____
Insurance	_____	_____
Security	_____	_____
Construction Manager	_____	_____
Property Taxes	_____	_____
Construction Loan Interest	_____	_____
Application/Financing Fees	_____	_____
Appraisal	_____	_____
Utilities	_____	_____
Accounting	_____	_____
Marketing & Commissions	_____	_____
Consultant	_____	_____
Soft Cost Contingency	_____	_____

TOTAL SOFT COSTS	\$ _____	\$ _____
------------------	----------	----------

TOTAL DEVELOPMENT COSTS	\$ _____	\$ _____
-------------------------	----------	----------

SALES REVENUE

Affordable	# _____	x \$ _____	= \$ _____
Market Rate	# _____	x \$ _____	= \$ _____

TOTAL REVENUE	\$ _____
---------------	----------

PROFIT	\$ _____
--------	----------

PERCENTAGE OF PROFIT OVER TOTAL DEVELOPMENT COSTS _____%

See Separate Sheets

DEVELOPER/APPLICANT QUALIFICATIONS

1. **Prior Development Experience** – Please list the past development experience for each of the development team members 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).

Development Team Members: _____

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community/ Address				
Housing Type				
Number of Units				
Total Dev. Costs				
Yr Completed				
Specific Role				
Construction Lender Contact Name: Phone Number:				

See Separate Sheets

2. **Applicant's Ownership Entity Information and Certification** -- Please identify the applicant's proposed ownership entity, as well as the Managing Entities, Principals and Controlling Entities of each and certify the compliance and good standing of each with state law and affordable housing programs. Note: For the purposes hereof, "Managing Entities" include general partners of limited partnerships, managing general partners of limited liability partnerships, managers of limited liability companies, directors and officers of corporations, trustees of trusts, and other similar entities, which have the power to manage and control the activities of the applicant and/or proposed ownership entity. "Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies ect.) who shall have the right to:

- (i) approve the terms and conditions of any proposed purchase, sale or mortgage;
- (ii) approve the appointment of a property manager; and/or

Such rights may be exercisable either directly as a result of such person's role within the applicant's proposed ownership entity or its Managing Entities or indirectly through other entities that are included within the organizational structure of the applicant and/or proposed ownership entity and its Managing Entities. In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity. Any person or persons who have purchased an interest for fair market value in the applicant and/or proposed ownership entity solely for investment purposes shall not be deemed a Principal or Controlling Entity. (Use additional sheets as necessary.)

Name of Applicant: Lifetime Green Homes, LLC
Address: 142 Littleton Road, Westford, MA 01886
Contact Person: Jeffrey Brem
Phone No. 978-692-1313
Fax No. 978-692-0303
E-Mail Address: jabrem@comcast.net

List All Managing Entities of Applicant (use additional pages as necessary):

List All Principals and Controlling Entities of Applicant and its Managing Entities (use additional pages as necessary):

Jeffrey Brem, Manager

List All Affiliates of Applicant and its Managing Entities (use additional pages as necessary):

Name of Proposed Ownership Entity: Lifetime Green Homes, LLC
Organization Type: Limited Liability Corporation

Relationship to Applicant: Same

List All Managing Entities of Proposed Ownership Entity (use additional pages as necessary):

Jeffrey Brem, Manager

List All Principals and Controlling Entities of Proposed Ownership Entity and its Managing Entities (use additional pages as necessary):

Jeffrey Brem, Manager

List All Affiliates of Proposed Ownership Entity and its Managing Entities (use additional pages as necessary):

Description of Project

**BREM PROPERTY
100 LONG RIDGE ROAD
CARLISLE, MA**

November 19, 2013

PREPARED FOR:

***Jeffrey and Lisa Brem
100 Long Ridge Road
Carlisle, MA 01741***

PREPARED BY:

**JEFFREY BREM, PE
MEISNER BREM CORPORATION
142 LITTLETON ROAD, SUITE 16
WESTFORD, MA 01886
978-692-1313**

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

1.0 Project Proposal

The proposed project is for a single family subdivision of 20 energy efficient homes (19 new) on small, heavily landscaped lots under sustainable development principals. The project will be presented to the Carlisle Board of Appeals for a Comprehensive Permit pursuant to Massachusetts General Law (MGL), Chapter 40B.

This project will provide a unique housing concept to the Town of Carlisle offering market rate single family homes at well under one million dollars, which has not been offered in recent history, perhaps decades. The project will provide 5 units of "affordable", deed restricted housing for select families through a lottery process at a sale price of approximately \$205,000. The other 14 new homes will be offered for approximately \$700,000. The new homes in the project will have three bedrooms; the existing home to be retained has 4 bedrooms.

The project will be designed to be a sustainable development using current trends in design and livability throughout the project including building design and controls, site storm drainage with LID technology, septic treatment using Alternative Technologies, Energy Star rated fixtures, construction compliance with the STRETCH Code, and others. The project's site plan is designed to encourage social interaction and environmental consciousness.

2.0 Existing Conditions of Property

The project is located at 100 Long Ridge Road in Carlisle, Massachusetts and consists of 9.84 acres of land. It is currently used as one existing residential dwelling constructed about 1974 by Deck House, Inc. and horse farm.

About 4 ½ acres of the property is cleared with the balance as woodland. The timber is primarily a mix of large eastern white pines and pin oaks with lesser quantities of other high canopy species such as hemlock, maple, and birch.

An intermittent stream and narrow wetland system traverses the rear portion of the property flowing southerly and turning easterly in the narrower section of the property. The bordering vegetated wetland associated with this stream is quite narrow and follows within several feet of the streambed.

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

The topography throughout the property ranges a total of approximately 30 feet (from minimum to maximum) but a large portion near the house and barn is fairly level. Most of the other areas have a modest slope and a few select areas are quite steep.

Soil testing throughout the property indicate a well drained soil with percolation rates of 2-5 minutes per inch with depths to the seasonal high water table ranging from 24" to 84". In summary, the soils are very good and will certainly support septic system(s).

The property abuts the Blood Farm Trail which connects to Estabrook Woods and other conservation open space areas and trails totaling over 900 acres of land used frequently by many members of the community.

The property has been improved by the addition of a 6 stall, 2 story barn with tack room, feed room, and hay storage. In addition, the property includes several dirt paddocks, grass paddocks, and grass turn-out areas (fields) as outdoor spaces on the farm for the horses. A manure pile conforming to the regulations of the Carlisle Board of Health is maintained regularly.

3.0 Project Proposal

The project intends to provide a unique housing concept to the Town of Carlisle with the proponent seeking a Comprehensive Permit from the Carlisle Board of Appeals pursuant to Massachusetts General Law (MGL), Chapter 40B. Presently, with the inclusion of Benfield Farms, the town only has 2.6% affordable housing according to DHCD latest housing inventory.

Each of the nineteen (19) new single family homes are designed to be sited on small individual lots or exclusive use areas (EUA). The homeowner will maintain his/her own roof, siding, porch, patio, gardens, and lawn areas. This will serve limit the homeowner association fee, a substantial impediment to affordable housing. Each house will be designed with a usable front porch sited 20' to 35' from the edge of the road to encourage lot owners to socialize with their neighbors regularly. The land between the porch and roadway will be landscaped with formal garden areas; not just green lawn. These garden areas will be maintained by each homeowner to offer personalization and will enhance the view as one drives through the project.

The outdoor spaces in the rear will be the typical patio, deck, and screened porch for more private entertaining. However, it is important to note that the design intent is to provide the additional outdoor spaces in the front of the house as alternative sitting areas and to encourage communal interaction. The lot sizes are purposefully intended to be small areas with formal definition by the use of beautiful

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

landscaping features to create a sense of individual place, yet the weekly maintenance requirements will be minimal.

The homes will be single family homes, two car garages, and primarily three bedrooms totalling an average of about 2500 square feet of living space. Approximately seven of the nineteen new homes will have walk out basements as the site grades allow. The architectural design will embrace the "craftsman style" façade design intending to complement the existing "deck house" neighborhood. The interior spaces will conform to the latest trends in home design including open areas combining kitchen, dining, and family rooms, plenty of closet spaces, high tech and stylish kitchens, and other current design features.

The project proposes 20 units, including the existing home, at a density of 2.03 units per acre. The density was determined through the establishment of a project design "program" first then application to this particular site. The unit type, size, energy efficiency, and other programmatic parameters were developed independently from the determination of density. Only after the development of the architectural elements were defined were the footprints added to the site plan with the design of the roadways, utilities, etc. following. When complete, 20 units fit on the property with this design program process. And that is what is proposed. Instead of debating the allowable density or the optimum density in a controversial fashion, the technique described above was used versus a higher initial proposal of 24 or 28 single family units, or 32 to 36 duplex condominium units. At the larger densities the massing of the units to the site with the afore-described design program would have been potentially compromised with units too narrow, too close, or with probable direct impacts to wetlands and other negative environmental factors. Thus, the design motto "form follows function" fits in the layout of the site with the 20 units as proposed (see also Site Design below).

4.0 Alternative (Diverse) Housing in the Community of Carlisle

This project serves a vital need of the community in providing alternatives to the conventional housing stock for both market rate priced units and deed restricted affordable units. The Town of Carlisle has identified a total of seven distinct goals in their approved "2010 Housing Production Plan". As stated in the Housing Production Plan:

Due to the rising costs of homeownership, many residents are finding it increasingly difficult to afford to remain in Carlisle, including children who would like to raise their own families locally,

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

long-term residents, especially the elderly, and town employees. More housing options are required to meet these local needs and produce Carlisle's fair share of regional needs.¹

Two of the seven goals of the 2010 Housing Production Plan incorporate diversity; "promoting social and economic diversity and stability" of existing Carlisle families and providing "a wide range of housing alternatives to meet diverse housing needs".²

Diverse housing means diversity both in market rate housing and deed restricted affordable housing. This project seeks to meet both needs within the community of Carlisle. New single family, 3 bedroom housing below \$750,000 is completely unavailable in Carlisle. This project will provide that market rate need. On the affordable side, three bedroom, single family detached housing for families and retirees on individual lots, deed restricted to buyers qualifying as 80% of the median area income, presently at about \$66,000 in this area, is currently of the highest priority at the state level.

In summary, the proposed housing provides a much needed alternative to large mansion residential new construction and is a fresh and a new alternative to all other housing in the Town of Carlisle, privately or publicly produced.

5.0 Architectural

The architectural design concept is to marry the desires and aspirations of potential buyers (customers) with the surrounding locale; immediately in the neighborhood and in the general geographic area of Carlisle, Concord (Monument Street), and Bedford.

A "Craftsman" style single family home will be offered (with several variations of the design) providing certain features lifted from the adjacent community such as shed dormers, lower pitched roofs, variation on siding types, larger columns, large roof overhangs, casement windows (alternatively), usable porches, outdoor patios, connectivity from the inside to the outside, maximization of views of nature (trees), avoidance of large lawn areas, efficient lighting, etc.

The infrastructure of the house will seek to be highly efficient and will include design of every element of the house including framing, window sizes and glazing, heating system, insulation, energy star

¹ Town of Carlisle Housing Production Plan, November 10, 2010
(www.mass.gov/hed/docs/dhcd/cd/pp/carliisle.pdf)

² IBID

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

fixtures, location of ductwork, pre-wired for solar, etc. This will be a "green" house and will meet the new Massachusetts Stretch Code.

6.0 Site Design, Stormwater Management, and Utilities

Long Ridge Road is part of a subdivision of homes developed in the early 1970's as a conventional subdivision. Long Ridge Road joins Nowell Farme Road to River Road across from Skelton Road. All of the roadways in the subdivision, including Long Ridge Road, are designed with a 40 foot right of way and a wide traveled way of 24 to 26 feet of pavement, recently re-surfaced in 2007.

The layout of the proposed roadway begins opposite, and over 100 feet east of, the existing intersection of Garnet Rock Lane and Long Ridge Road. The design includes a small boulevard entrance to allow for signage and landscaping features. The roadway is curvilinear and traverses a gentle grade for 500 feet to a sharp right curve downhill to a cul-de-sac turnaround feature. The proposed roadway width includes a traveled way to match the existing roadways with a paved 24 foot travelled way. The right of way is proposed at 36 feet. Since the road will generally conform to the high standards of roadways in Carlisle, the roadway is expected to become a public road, again, to match the neighborhood. The roadway width and cul-de-sac will be designed for the maneuvering of fire apparatus and will be landscaped in the middle with a stormwater feature underground. This location is also sited for a gazebo meeting site.

Stormwater controls will utilize the principles of Low Impact Development (LID) design wherever feasible. LID strives to mimic nature in reducing runoff by limiting disturbed areas where possible, infiltrating runoff as close to the original point of contact as possible, developing rain gardens to aid in infiltrating the lower storm intensities, and designing sustainable best management practices to address concentrated runoff to mitigate the impact to the groundwater, wetland, and receiving waters. Concentration of flow and transmission of large amounts of runoff is discouraged. Essentially, as stated, LID tries to mimic nature.

Electricity service is currently by NStar via underground wires and surface mounted transformers. This project will extend the electrical service, in kind. The site is also serviced for cable television by Comcast, also underground. Domestic water service will be provided by individual wells on each lot. Sewerage will be by two separate shared systems and will possibly utilize Alternative Technologies (MassDEP approved state of the art components). Water supply for fire suppression will be provided by the proposed fire cistern. Homeownership documents will allow for the assessment of fees to maintain this system as well as the roadways, open space areas, etc. The primary heat source is still being investigated to provide the most efficient design and includes propane, oil, and heat pumps as

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

alternatives being considered. Natural gas is not available in the street system. Solid waste will be as all other residences in Carlisle – to the Transfer Station.

7.0 Traffic Generation

The total average daily vehicle trips for a 20 single family residential dwelling unit project is 96 vehicle trips per day leaving the property and 96 vehicle trips per day entering. Currently, based on the residential use and horse facility, the property has a total average daily count of 11 vehicle trips entering and 11 vehicle trips leaving. The weekday morning (7AM – 9 AM) peak for the 20 units is 15 vehicle trips with 11 leaving and 4 entering. The weekday peak afternoon (4 PM – 6 PM) peak for the 20 units is 20 vehicle trips with 13 entering and 7 leaving.³

This is a very small increase and will not impact the Level of Service (A) of the existing residential street network or surrounding intersections.

8.0 Amenities

The property is located adjacent to the Blood Farm Trail which leads to the Davis Corridor. Additionally, these trails connect to the 900 plus acre Estabrook Woods in Carlisle and Concord, MA. Off site trail access is also available via existing pedestrian easements.

In addition, the project design includes the use of the lawn over the leaching area for one of the septic systems as a fenced and gated grassed playing field for children and for dogs to be unleashed. To the east a trail and bridge over the wetland will be constructed to provide access to 3.5 acres of wooded open space, a portion of which will be developed as active woodland recreation including picnic areas, play areas, walkways, and potentially a fire pit (to be approved by the local fire dept).

Finally, the entire neighborhood is currently at risk for fire potential. The closest fire pond is within 2200 feet but is not a reliable water source. There is no other water source within the neighborhood. The project proposes a 30,000 gallon cistern to be constructed at the applicant's expense and located near the front of the project thereby aiding other existing property owners by providing needed fire water supply.

³ ITE Trip Generation, 6th Edition, Vol 1 of 3, pp262-267

Prepared By:
Meisner Brem Corporation
142 LITTLETON RD., SUITE 16,
WESTFORD, MA 01886

DESCRIPTION OF PROJECT PROPOSAL

BREM PROPERTY
100 LONG RIDGE ROAD, CARLISLE, MA

9.0 Summary

In summary, the project was designed to be cognizant of the historical past and the uniqueness of its neighboring community, current in the design of the homes, the site, and the infrastructure, and purposefully designed to be a new, social, sustainable, yet individualized community.



Revised: 12/7/12

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name:	Brem Lot - Carlisle (Temp Name)
Project Number:	
Program Name:	Housing Starts
Date:	10/25/2013

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

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

Method 1:

Redevelop First

<i>Check "X" Below</i>		
Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Rehabilitation:

- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

<i>Check "X" below if applicable</i>	
<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	

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)

Project will retain the existing 4 bedroom dwelling constructed in 1974 by the founder of "Deck House Company", Bill Berkes. The dwelling will undergo some remodeling including updated kitchen, basement, utility changes, and other updates but will retain the historic and unique modern design and character. No transit available at all in Carlisle. The small village center has limited to no available potential for development which is where school, library, retail is located. No employment or service centers in Carlisle.

Optional - Demonstration of Municipal Support:

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

Check "X" below if applicable

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*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)

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

Yes	No	NA
x	<input type="checkbox"/>	<input type="checkbox"/>

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.

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

Check "X" below if applicable

x
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
x
x
x
x

Explanation (Required)

Density is 4 times surrounding area, preserves 25% of land area as open space, upgrades existing home as opposed to demolition, adds connection to extensive off-site trail system (over 1000 acres). Existing neighborhood is well established single family in a very rural setting creating a drastic change if multi-family or mixed use were proposed. Water and sewer service is unavailable anywhere in Carlisle.

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(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)

Proponents have met or will meet with Carlisle Housing Trust, Selectmen, Planning Board, Conservation Commission, Board of Health, Trails Committee, Land Stewardship Sub-Committee. Proposed low density, detached single family condominium style housing is unique to Carlisle, will provide needed affordability in the market rate units, will provide affordability to low income homeowners within an upper income community as part of the 40B Comprehensive Permit (5 units or 25%).

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(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)

Open space will be created to protect area surrounding a sensitive intermittent stream and wetland area, drinking water will be extracted from land with on-site, private wells and recharged back into subject land with on-site, private community septic systems. A new 30,000 gallon fire cistern will be located to service the entire neighborhood in a remote location with water source currently unavailable. Stormwater will utilize Low Impact Development technologies.

(4) Use Natural Resources Wisely

Check "X" Below

Yes No NA

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.

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

Check "X" below if applicable

Explanation (Required)

Drinking water will be extracted from land with on-site, private wells and recharged back into subject land with on-site, private community septic systems. Landscaping water will also be via on-site, private wells recharging back to the same aquifer. Septic system will utilize some alternative technologies to enhance treatment in a nitrogen sensitive zone (all of Carlisle is in a nitrogen sensitive zone - wells And septic). Stormwater will utilize Low Impact Development technologies and will be designed and constructed by a member of the MassDEP Stormwater Management Committee.

(5) Expand Housing Opportunities

Check "X" Below

Yes No NA

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.

- 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)

Check "X" below if applicable

Explanation (Required)

Proposed low density, detached single family condominium style housing is unique to Carlisle. The project will provide needed affordability in the market rate units priced significantly below similar new construction homes (25% or more). The project will provide affordability to low income homeowners within an upper income community as part of the 40B Comprehensive Permit (5 units or 25%).

(6) Provide Transportation Choice

Check "X" Below

Yes No NA

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.

- 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 & 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)

Check "X" below if applicable

<input type="checkbox"/>

Explanation (Required)

Unfortunately, the location, current infrastructure, and complete lack of employment opportunity within Carlisle, as it currently exists, does not allow for transportation choice.

(7) Increase Job and Business Opportunities

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.

- 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)

Check "X" below if applicable

<input type="checkbox"/>

Explanation (Required)

(8) Promote Clean Energy

Check "X" Below

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)

Carlisle is currently a Stretch Code community. All homes will be Energy Star Efficient. Further, construction details will include state-of-the-art wall and roof designs and will incorporate air exchange systems for air quality to compensate for the sealed building design. All units that are appropriate will be pre-wired for solar panels.

(9) Plan Regionally

Check "X" Below

Yes **No** **NA**

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)

Development complies with Carlisle Housing Production plan by providing for unique affordable housing styles. Project will attract buyers for market rate and affordable units from the Middlesex, Essex, and Suffolk counties. Five new homes will be reserved for affordable applicants meeting the criteria of 80% of the median income of the area and will be offered at approximately 75% discount to market value. Homes will predominantly be 3 bedrooms, which is a documented need in the area.

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854-1880 or gwatson@masshousing.com

Housing Starts Application, Page 7, Developer Applicant Qualifications, 1. Prior Development Experience in Last 5 Years

Jeffrey Brem, Lifetime Green Homes, Castle Partners, Links Realty Trust

Last 5 Years: 2008 to 2013

Development Name	Kingsbury Arms - 40B	Whispering Heights	Royal Ave	75 Graniteville Road	Windsor Heights
Developer Name	Castle Partners, LLC	Links Realty Trust	Links Realty Trust	Lifetime Green Homes	Links Realty Trust
Community Address	Route 2A, Westminster, MA	off Portsmouth St., Concord, NH	Route 2A, Westminster, MA	75 Graniteville Road, Westford, MA	Westminster Hill Road, Fitchburg, MA
Housing Type	Homeownership	Homeownership	Homeownership	Homeownership	Homeownership
Development Type	New Construction - Duplex	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple
Number of Units	48	87	5	13	54
Total Development Costs	\$12.1 MM	\$4.0 MM Infrastructure Only	\$700,000	\$6.5 MM	\$11.5 MM
Year Completed	2007 Extended to 2015	2008 Extended to 2013	Pending Construction	Pending Purchases & Approvals	June, 2008
Specific Role	All - 50%	All - 33%	All - 50%	All - 100%	Developer
Construction Lender	Enterprise Bank, Cheryl Stafford, 978-656-5522	Enterprise Bank, Cheryl Stafford, 978-656-5522	Enterprise Bank, Cheryl Stafford, 978-656-5522	Cambridge Savings, Paul Ruocco, 617-234-7206	Enterprise Bank, Cheryl Stafford, 978-656-5522
40B	YES - Contact with Rich Herlihy	No	No	No	No

Lifetime up to 5 Years ago: 1996 to 2007

Development Name	Eagle Lane	Auburn & Wilson Rds	Autumn Woods	Noonan Way
Developer Name	Links Realty Trust	Links Realty Trust	Links Realty Trust	Links Realty Trust
Community Address	Off Ranger Road, Methuen, MA	Auburn & Wilson Rds. Londonderry, NH	Alder Drive, S. Berwick, Maine	1 1/2 Robinson Rd. Westford, MA
Housing Type	Homeownership	Homeownership	Homeownership	Homeownership
Development Type	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple + Ex House
Number of Units	6	4	16	4
Total Development Costs	\$3.0 MM	\$1.5 MM	\$4.4 MM	\$2.8 MM
Year Completed	2005	2004	2001	2000
Specific Role	Developer	Developer	Developer	Developer
Construction Lender	Enterprise Bank, Cheryl Stafford, 978-656-5522	None	None	Enterprise Bank, Cheryl Stafford, 978-656-5522
40B	No	No	No	No

continues below

Development Name	Route 9	Tenney Road	333 Acton Road	
Developer Name	Links Realty Trust	Avalon Realty Trust	Brem Family Nom. Tr.	
Community Address	Route 9 Barrington, NH	Tenney Road, Westford, MA	333 Acton Road, Chelmsford, MA	
Housing Type	Homeownership	Homeownership	2 Family, Commercial	
Development Type	New Construction - Single Family Fee Simple	New Construction - Common Drive Single Family	Investment - Existing Buildings	
Number of Units	5	6	2 Residential, 3 commercial	
Total Development Costs	\$1.3 MM	\$1.5 MM	\$950,000 Value	
Year Completed	June, 2008	1998	Purchased in 1996	
Specific Role	Developer	Developer with Partners	Owner	
Construction Lender	Enterprise Bank, Cheryl Stafford, 978-656-5522	Enterprise Bank, Diane (?)	Cambridge Savings, Paul Ruocco, 617-234-7206	
40B	No	No		

Listing of Partnerships, Ownership, Shareholdings of Development Entities

Jeffrey A. Brem, PE

VTN Northeast, Inc. Engineering Corporation 1990-1994 10% to 100% Owner with VTN Corp. of S. California	Whispering Heights, LLC Management Entity for Concord NH Project 2008 - 2013 33% Owner and Manager
Meisner Brem Corporation Civil Engineering and Land Surveying 1993-Present 50% owner with Kurt Meisner	Meadow Creek Golf Club, Inc. Golf Club, Restaurant, and Function Ownership 2008-2012 Ownership varied from 85% to 41%
Brem Family Nominee Trust Ownership entity of Investment Property 1996 - Present Trustee - Spouse is Beneficiary	JK Management, LLC Golf Club Management 2008-2010 50% Owner and Manager
Links Realty Trust Realty Trust for Development Projects 1995 - Present 50% Beneficiary	Lifetime Green Homes, LLC Development Entity for Carlisle Project 2012 to Present 100% Owner and Manager
Castle Partners, LLC Limited Dividend Corporation Development Entity for Kingsbury Arms 50% Owner and Manager	Avalon Realty Trust Beneficiary Entity for Development Project in Westford 1997 to 2000 33% Beneficiary

Housing Starts Application, Page 7, Developer Applicant Qualifications, 1. Prior Development Experience

Jeffrey Brem, Lifetime Green Homes, Castle Partners, Links Realty Trust

Development Name	Kingsbury Arms - 40B	Whispering Heights	Royal Ave	75 Graniteville Road <i>Pennington</i>	Windsor Heights
Developer Name	Castle Partners, LLC	Links Realty Trust	Links Realty Trust	Lifetime Green Homes	Links Realty Trust
Community Address	Route 2A, Westminster, MA	off Portsmouth St., Concord, NH	Route 2A, Westminster, MA	75 Graniteville Road, Westford, MA	Westminster Hill Road, Fitchburg, MA
Housing Type	Homeownership	Homeownership	Homeownership	Homeownership	Homeownership
Development Type	New Construction - Duplex	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple	New Construction - Single Family Fee Simple
Number of Units	48	87	5	13	54
Total Development Costs	\$12.1 MM	\$4.0 MM Infrastructure Only	\$700,000	\$6.5 MM	\$11.5 MM
Year Completed	2007 Extended to 2015	2008 Extended to 2013	Pending Construction	Pending Purchases & Approvals	June, 2008
Specific Role	All	All	All	All	Developer
Construction Lender	Enterprise Bank, Cheryl Stafford, 978-656-5522	Enterprise Bank, Cheryl Stafford, 978-656-5522	Enterprise Bank, Cheryl Stafford, 978-656-5522	Cambridge Savings, Paul Ruocco, 617-234-7206	Enterprise Bank, Cheryl Stafford, 978-656-5522
40B	YES - Contact with Rich Herlihy	No	No	No	No

Lifetime

142 Littleton Road
Westford, MA 01886
978.692.1313

November 19, 2013

Kate Racer, Associate Director
MA Department of Housing and Community Development
1 Congress Street, 10th Floor
Boston, MA 02114

Re: Brem Land
100 Long Ridge Road
Carlisle, MA 01741

Dear Ms. Racer:

Lifetime Green Homes, LLC, Jeffrey A. Brem, PE, Manager, is hereby providing you notice pursuant to 760 CMR 31.01(2)(c) that an application has been made with a subsidizing agency for preliminary approval of the above referenced project.

Lifetime Green Homes, LLC has filed an application with MassHousing for funding of the project under the MassHousing Housing Starts program.

Please contact me at 978-692-1313 of jabrem@comcast.net or Melissa Robbins of Deschenes & Farrell, PC at 1-978-496-1177 or melissa@dfpcclaw.com with any questions or comments you may have.

Sincerely,



Jeffrey A. Brem, PE
Manager

3k

THE SENKLER TEAM



RESIDENTIAL BROKERAGE

23 MONUMENT STREET
CONCORD, MA 01742

BUS. (978) 369-3600
FAX (978) 371-1827

www.NewEnglandMoves.com

December 5, 2013

MassHousing
One Beacon Street, 28th Floor
Boston, MA 02108
Attention: Michael Busby, 40B Project Coordinator

Dear Michael,

We have analyzed the proposed 40B project to be developed at 100 Longridge Road in Carlisle, MA in order to arrive at the projected sale prices for the fourteen market rate units. The fourteen market homes will be in an association of 20 total homes: 14 market rate, 5 affordable and one existing home. Each market rate home is 2468 +/- square feet of living space plus 2 car garage and unfinished full basements. Each market rate property consists of approximately 5000 – 20,000 square feet of land held in fee simple and separately deeded. The homes will offer 6 rooms, 3 bedrooms, 2 full and one half bathrooms, family room, upscale kitchen, study, porch and patio.

Each unit will offer a very desirable floor plan and a quiet setting within the complex itself. The units will be built to high quality standards with top of the line finishes.

Attached is a copy of our market analysis, which illustrates current market activity with respect to comparable properties. It appears that the best comparables are located in Sudbury and Lexington. The nearest towns that offer newer cluster housing stock. They are as follows:

1. 1001 Maple Ave, Sudbury sold in 10/2013 for \$729,000. This unit is new construction, 2 bedrooms, 2 ½ bathrooms, first floor master and loft. It has a 2 car attached garage.
2. 30 Nobscot Road U:27, Sudbury sold in 9/2013 for \$749,643. This unit is new construction, 2 bedrooms, 2 ½ bathrooms, first floor master and loft. It has a 2 car attached garage.
3. 11 Smith Farm Lane U11, Lexington sold in 10/2013 for \$730,000. This unit was built in 2001 and is in very nice condition. It has 3 bedrooms, 2 ½ bathrooms with first floor master and a 2 car attached garage.
4. 21 Spencer Street U 21, Lexington sold in 07/2012 for \$725,000. This unit was built in 1998 and is in beautiful condition. It has 3 bedrooms, 3 ½ bathrooms with first floor master and a 1 car attached garage

In arriving at a sales price, we think that one should take into account the available inventory of similar homes which in Carlisle are non-existent. In surrounding towns we found 4 in Bedford, 5 in Lexington, 2 in Concord and 3 in Sudbury for a total of 16 units. Inventory is low in all surrounding areas at a time when the demand for this type of housing is high.

With this information in mind it is our opinion that the projected sales price of these 14 units will be between \$700,000 and \$735,000.

My qualifications are based upon 37 years as a real estate broker actively engaged in purchases and sales of residential real estate in Concord and neighboring towns. I am a member of the Greater Boston Real Estate Board and a licensed Broker, Massachusetts License No. 98091. For over 15 years, I have been ranked as Coldwell Banker's number 1 listing and selling broker in New England and recently named #39 on the Wall Street Journal's list of the country's top 1000 real estate agents. I hope this letter proves to be useful to you. Do not hesitate to contact me if there are any questions. Thank you for the opportunity to be of service to you.

Warmest regards,


Brigitte

Brigitte Senkler
Vice President
Coldwell Banker Residential Brokerage
23 Monument Street
Concord MA 01742
978-369-3600 office
508-935-7496 cell
brigitte.senkler@nemoves.com



RESIDENTIAL BROKERAGE

THE SENKLER TEAM

Market Report Prepared for: Jeffrey Brem

MLS #	Town	Condo	Property Address	Description	Price	S.F.	Price/SF	Comment
FOR SALE								
71511874	Bedford	C	39 Kendall Ct. 28	2 BR/2 BA Pulte Condo	\$ 649,835	2323	280	2 BR Condo, \$299 Fee
71600583	Bedford	c	37 Pickman #37	3 BR, 2 1/2 BA Huckins Farm	\$ 655,000	2888	227	\$613 Fee
71551134	Bedford	C	6 Kendall Ct. 75	2BR, 2 /2 BA Pulte	\$ 675,994	2254	300	Several+ \$299 Fee
71594074	Bedford	C	46 Pickman #46	3BR, 2 1/2 BA Huckens Farm	\$ 698,000	2737	250	Single Detached \$633 Fee
71606243	Lex.	C	50 Waltham #102 Lot 1 Granite, Lot 5 Granite	2 BR/2 BA Center Leed Condo	\$ 745,000	1465	508	\$465 Fee
71495672	Concord	C	Post # 25/506 Old Bedford Rd.	4 BR/3 BA Built 1857	\$ 799,900	2774	288	\$265 Fee
71581104	Lex.	C	223 Waltham St. #2	4 BR/3 BA 0.24 0.24 Acre Lot	\$ 840,000	2690	312	\$402 Fee
71588536	Concord	C	6 Westvale Drive	1958	\$ 899,900	3182	783	\$77,426 Tax
71579670	Lex.	C	8 Courtyrad Pl. #8	4 BR/e 1/2 BA Upgraded 2011	\$ 949,000	3109	305	\$12,400 Tax \$293 Fee
71588201	Lex.		17 Bellflower Street	5 BR/5 1/2 BA 0.15 Ac. Lot new	\$ 1,025,000	3200	320	
71607245	Lex.		11 Calvin Street	4 BR/3.5 BA 0.14 New	\$ 1,049,000	3005	349	
71584745	Lex.		48 School Street	4 BR/2 1/2 BA 0.14 Acre New	\$ 1,099,999	3687	298	
71414909	Sudbury	C	39 Nobscot U: 12	2 BR/2 1/2 BA 2013	\$ 695,000	2202	316	\$385 Fee, 2 car attached
71566781	Sudbury	c	30 Nobscot U:31	2 BR/ 2 1/2 BA 2013	\$ 714,900	2550	280	\$450 Fee, 2 car attached
71578474	Sudbury	C	23 Lanham Crossing U: 23	2 BR/ 2 1/2 BA 2013	\$ 739,000	2700	274	\$340 Fee, 2 Car attached
Under Agreement								
71521850	Sudbury	C	30 Nobscot U:22	2 BR/ 2 1/2 BA 2013	\$ 719,900	2550	282	\$450 Fee, 2 car attached
71485965	Sudbury	C	30 Nobscot U:29	2 BR/ 2 1/2 BA 2013	\$ 719,900	2550	282	\$425 Fee, 2 Car attached
71497579	Sudbury	C	19 Landham Crossing U:19	2 BR/ 2 1/2 BA 2013	\$ 719,900	2700	267	\$340 Fee, 2 Car Attached
71506059	Sudbury	C	20 Landham Crossing U20	2 BR/ 2 1/2 BA 2013	\$ 725,000	2700	269	\$340 Fee, 2 Car Attached
71521551	Sudbury	C	28 Landham Crossing U:28	2 BR/ 2 1/2 BA 2013	\$ 729,000	2750	265	\$340 Fee, 2 Car Attached
71543012	Sudbury	C	26 Landham Crossing U26	2 BR/ 2 1/2 BA 2013	\$ 729,000	2750	265	\$3340 Fee, 2 Car Attached
SOLD								
71398005	Bedford	C	28 Kendall Ct. #66	2 BR/2 1/2 BA Pulte Condo	\$ 610,000	2754	271	Something up to \$623K \$299
71385412	W. Concord		1586 Main Street	4 BR/3 BA 0.17 Ac. Remoded 1903	\$ 611,350	2400	255	Remodeled 1903 Home
71399339	Lex.		30 James Street	3BR/3BA 0.17 Ac. Remodeled 2002	\$ 617,000	2212	279	2 days on market Remodeled
71386382	Bedford	C	3 Stearns	2 BR/2 1/2 BA Huckins Farm	\$ 625,000	2636	233	Built: 1998 \$603 Fee
71511875	Bedford	C	51 Kendall Ct. #22	2 BR/2 1/2 BA Pulte Condo	\$ 623,190	2254	279	
71338896	Lex.	C	47 Courtyard #6	3 BR/3 1/2 BA	\$ 632,000	2700	234	Townhouse Condo \$263 Fee
71503340	Bedford	C	14 Pickman	3 BR/3 BA Huckins Farm	\$ 641,500	2600	247	1990 (25 years) \$725 Fee
71399701	W. Concord	C	Concord Riverwalk 1641 Main S 3	BR/2 1/2 BA	\$ 649,900	1580	411	Spec. Environmental \$477 Fee

71520767	Bedford	C	8 Lane Farm	3 BR/2 1/2 BA	\$	650,000	2363	275 \$500 Fee
71384265	Lex.	C	21 Spencer #21	3 BR/3 1/2 BA older Townhouse	\$	725,000	2593	280 Good location. Built: 1998
71428298	Lex.	C	11 Smith Farm	3 BR/3 1/2 BA 2001 Townhome 3 BR/3 1/2 BA 1981 Condo on Pond	\$	730,000	2259	323 \$9600 Taxes \$593 Fee
714964396	Lex.	C	57 Potter Road	3 BR/2 1/2 1989 Condo	\$	737,000	2482	297 Large Condo Fee \$844 Fee
71541589	Lex.	C	6 Turnberry Hill	2BR/2 1/2 BA 2011	\$	765,000	1956	391 \$227 Fee
71297113	Sudbury	C	Maple Ave Unit 302	2BR/2 1/2 BA 2011	\$	690,000	2202	313 \$385 Fee, 2 Car garage
71195377	Sudbury	C	19 Old County Road U:19	2BR/2 1/2 BA 2013	\$	656,800	2650	248 \$300 Fee, 2 Car attached garage
71420334	Sudbury	C	30 Nobscot Road U:27	2 BR/ 2 1/2 BA 2013	\$	749,643	2550	294 \$375 Fee, 2 Car attached garage
71460291	Sudbury	C	30 Nobscot Road U:28	2 BR/2 1/2 BA 2013	\$	740,000	2550	290 \$375 Fee, 2 Car attached garage
71439910	Sudbury	C	Maple Ave Unit 1002	2 BR/2 1/2 BA 2013	\$	720,000	2516	286 \$400 Fee, 2 Car attached garage
71440239	Sudbury	C	Maple Ave Unit 1001	2 BR/2 1/2 BA 2013	\$	729,000	2411	302 \$385 Fee, 2 Car garage



The Senkler Team
MLS # 71440239 - Sold
Condo - Townhouse

1001 Maple Ave - "Devonshire" - Unit 1001 List Price: **\$725,000**
Sudbury, MA : South Sudbury 01776 Sale Price: **\$729,000**
Middlesex County
 Unit Placement: **Street, Walkout** Total Rooms: **7**
 Unit Level: **1** Bedrooms: **2**
 Grade School: Bathrooms: **2f 1h**
 Middle School: Master Bath: **Yes**
 High School: **LS** Fireplaces: **1**
 Outdoor Space Avail: **Yes - Common**
 Handicap Access/Features:
 Directions: **Rt 20 to Maple Ave. (opp. Lotus Blossom)-- Maple Meadows on right at end of street.**

Remarks

NEW CONSTRUCTION--ETA late summer/early fall--The "Devonshire", END UNIT. Timeless quality in unsurpassed setting abuts conservation restricted land! Open Floor Plan--1st FLOOR MASTER BEDROOM SUITE, gourmet eat-in kitchen w/stainless appliances, formal living & dining rms w/hardwood flrs, 1st flr family room PLUS 2d floor loft/office & guest bedrm w/full bath. LET US HELP facilitate smooth transition to your new home! ONLY 2 TOWNHOMES IN NEWEST SITE STILL AVAILABLE!

Property Information

Approx. Living Area: **2411 sq. ft. (\$302.36/sq. ft.)** Approx. Acres: Garage Spaces: **2 Attached, Garage Door Opener**
 Living Area Includes: Heat Zones: **2 Forced Air, Gas** Parking Spaces: **2 Off-Street**
 Living Area Source: **Unit Floor Plan** Cool Zones: **2 Central Air** Levels in Unit: **2**
 Living Area Disclosures:
 Disclosures: **UNDER CONSTRUCTION NOW--ETA late summer/early fall; condo fees approx.; photos of prior model home**

Complex & Association Information

Complex Name: **Maple Meadows** Units in Complex: **28** Complete: **No** Units Owner Occupied: **23** Source: **Developer**
 Association: **Yes** Fee: **\$385 Monthly** Fee Includes: **Sewer, Master Insurance, Exterior Maintenance, Road Maintenance, Landscaping, Snow Removal, Refuse Removal**

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1		Fireplace, Ceiling - Cathedral, Flooring - Hardwood, Balcony / Deck, Recessed Lighting, Slider
Dining Room:	1		Flooring - Hardwood, Recessed Lighting
Family Room:	1		Flooring - Hardwood, Recessed Lighting
Kitchen:	1		Flooring - Hardwood, Dining Area, Countertops - Stone/Granite/Solid, Recessed Lighting, Stainless Steel Appliances
Master Bedroom:	1		Bathroom - Full, Ceiling - Cathedral, Closet - Walk-in, Flooring - Wall to Wall Carpet, Recessed Lighting
Bedroom 2:	2		Bathroom - Full, Closet, Flooring - Wall to Wall Carpet
Bath 1:	1		Bathroom - Full, Bathroom - Double Vanity/Sink, Bathroom - Tiled With Tub & Shower, Closet - Linen, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid, Recessed Lighting
Bath 2:	1		Bathroom - Half, Flooring - Hardwood
Bath 3:	2		Bathroom - Full, Flooring - Stone/Ceramic Tile, Countertops - Stone/Granite/Solid
Laundry:	1		Flooring - Stone/Ceramic Tile, Dryer Hookup - Gas, Washer Hookup
Loft:	2		Flooring - Wall to Wall Carpet, Recessed Lighting

Features

Other Property Info

Area Amenities: **Public Transportation, Shopping, Park, Walk/Jog Trails, Golf Course, Conservation Area** Adult Community: **Yes**
 Disclosure Declaration: **No**

Appliances: **Range, Dishwasher, Microwave, Refrigerator**
 Association Pool: **No**
 Basement: **Yes , Full, Interior Access**
 Beach: **No**
 Construction: **Frame**
 Docs in Hand: **Master Deed, Rules & Regs, Management Association Bylaws, Floor Plans**
 Electric Features: **Circuit Breakers**
 Energy Features: **Insulated Windows, Prog. Thermostat**
 Exterior: **Clapboard**
 Exterior Features: **Deck - Composite, Patio, Gutters, Professional Landscaping, Sprinkler System**
 Flooring: **Tile, Wall to Wall Carpet, Hardwood**
 Hot Water: **Natural Gas**
 Insulation Features: **Full**
 Interior Features: **Cable Available**
 Management: **Developer Control, Owner Association**
 Pets Allowed: **Yes w/ Restrictions -Cats, Small Dogs (Under 25 lbs), Breed Limitations (See Remarks)**
 Restrictions: **Adult Community**
 Roof Material: **Asphalt/Fiberglass Shingles**
 Sewer Utilities: **Private Sewerage - Title 5: Certificate of Compliance**
 Water Utilities: **City/Town Water, Individual Meter**
 Utility Connections: **for Gas Range, for Gas Dryer, Washer Hookup**
 Waterfront: **No**
 Water View: **No, --**

Exclusions: **See brochure package for builder's standard finishes.**
 Lead Paint: **None**
 UFFI: **No** Warranty Features:
 Year Built/Converted: **2013/**
 Year Built Source: **Builder**
 Year Built Desc: **Approximate, To Be Built**
 Year Round: **Yes**
 Short Sale w/Lndr.App.Reg: **No**
 Lender Owned: **No**

Tax Information

Pin #:
 Assessed: **\$0**
 Tax: **\$0** Tax Year: **2013**
 Book: **0** Page: **0**
 Cert:
 Zoning Code: **over 55**
 Map: Block: Lot:

Firm Remarks

Buyer's agent MUST accompy 1st visit. Commission pd on base price only!

Market Information

Listing Date: **9/26/2012** Listing Market Time: MLS# has been on for **373** day(s)
 Days on Market: Property has been on the market for a total of **373** day(s) Office Market Time: Office has listed this property for **373** day(s)
 Expiration Date: Cash Paid for Upgrades:
 Original Price: **\$690,000** Seller Concessions at Closing:
 Off Market Date: **9/1/2013** Financing: **Conv. Fixed**
 Sale Date: **10/3/2013**
 Sale Price: **\$729,000**
 Offer Date: **8/6/2013**

Market History for 1001 Maple Ave -"Devonshire") U:1001, Sudbury, MA : South Sudbury 01776

MLS #	Date		DOM	Price
71440239	9/26/2012	Listed for \$690,000		\$690,000
	1/4/2013	Price Changed to: \$725,000		\$725,000
CTG	8/7/2013	Status Changed to: Contingent		
UAG	10/4/2013	Status Changed to: Under Agreement		
SLD	10/4/2013	Status Changed to: Sold		
	10/3/2013	Sold for \$729,000	373	\$729,000
Market History for Office Id: BB5820			373	\$729,000
Market History for this property			373	\$729,000

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Basement: Yes , Full
Beach: No
Construction: Frame
Docs in Hand: Master Deed, Unit Deed, Rules & Regs, Master Plan, Floor Plans, Association Financial Statements
Energy Features: Insulated Windows, Insulated Doors, Prog. Thermostat
Exterior: Clapboard, Shingles, Shake
Exterior Features: Porch, Patio, Decorative Lighting, Professional Landscaping, Sprinkler System
Flooring: Wood, Tile, Wall to Wall Carpet
Hot Water: Natural Gas
Insulation Features: Full, Fiberglass
Interior Features: Cable Available
Management: Developer Control
Pets Allowed: Yes w/ Restrictions
Restrictions: Adult Community
Roof Material: Asphalt/Fiberglass Shingles
Sewer Utilities: Private Sewerage - Title 5: Pass
Water Utilities: City/Town Water
Utility Connections: for Gas Range, for Electric Oven, for Electric Dryer, Washer Hookup, Icemaker Connection
Waterfront: No

Lead Paint: None
UFFI: No **Warranty Features: Yes**
Year Built/Converted: 2013/
Year Built Source: Builder
Year Built Desc: To Be Built
Year Round: Yes
Short Sale
w/Lndr.App.Req: No
Lender Owned: No

Tax Information

Pin #:
Assessed: \$0
Tax: \$0 Tax Year: 00
Book: 0 Page: 0
Cert:
Zoning Code: res
Map: Block: Lot:

Firm Remarks

BUYER'S AGENT MUST ACCOMPANY ALL SHOWINGS. Commission paid on base price

Market Information

Listing Date: 8/9/2012 **Listing Market Time: MLS# has been on for 139 day(s)**
Days on Market: Property has been on the market for a total of 139 day(s) **Office Market Time: Office has listed this property for 139 day(s)**
Expiration Date: **Cash Paid for Upgrades: \$39,743**
Original Price: \$709,900 **Seller Concessions at Closing:**
Off Market Date: 12/26/2012 **Financing: Withheld**
Sale Date: 9/27/2013
Sale Price: \$749,643
Offer Date: 12/26/2012

Market History for 30 Nobscot Road U:27, Sudbury, MA 01776

MLS #	Date		DOM	Price
71420334	8/9/2012	Listed for \$709,900		\$709,900
	11/5/2012	Price Changed to: \$719,900		\$719,900
	11/8/2012	Listing Alert Flag set to: Yes - Accepting Additional Offers		
UAG	12/26/2012	Status Changed to: Under Agreement		
SLD	9/30/2013	Status Changed to: Sold		
	9/27/2013	Sold for \$749,643	139	\$749,643
Market History for Office Id: BB3132			139	\$749,643
Market History for this property			139	\$749,643

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The Sankler Team



The Senkler Team
MLS # 71428298 - Sold
Condo - Townhouse

11 Smith Farm Lane - Unit 11 List Price: **\$749,000**
Lexington, MA 02421 Sale Price: **\$730,000**
Middlesex County
 Unit Placement: **Street** Total Rooms: **7**
 Unit Level: **1** Bedrooms: **3**
 Grade School: **Hastings** Bathrooms: **2f 1h**
 Middle School: **Diamond** Master Bath: **Yes**
 High School: **Lexington** Fireplaces: **1**
 Outdoor Space Avail: **Yes - Private**
 Handicap Access/Features:
 Directions: **Mass Ave to Wood Street, left onto Smith Farm Lane, right at the fork.**

Remarks

Young end unit privately sited in nature's serene beauty. Smart floor plan provides easy and relaxed living, 3 sumptuous bedrooms, including first floor master suite with large walk-in closet; granite gourmet kitchen and breakfast bar open to bright family room with gas fireplace. Fabulous bonus space includes sweet flexible loft, screened-in 3 season porch & charming brick patio. 2 car attached garage and additional 1000 s.f. of high ceiling basement thoughtfully complete this high value property

Property Information

Approx. Living Area: **2259 sq. ft. (\$323.15/sq. ft.)** Approx. Acres:
 Living Area Includes: Heat Zones: **2 Forced Air, Gas** Garage Spaces: **2 Attached, Garage Door Opener**
 Living Area Source: **Other** Cool Zones: **2 Central Air** Parking Spaces: **2 Off-Street**
 Living Area Disclosures:
 Disclosures: Levels in Unit: **2**

Complex & Association Information

Complex Name: **Olde Smith Farm** Units in Complex: **16** Complete: **Yes** Units Owner Occupied: Source:
 Association: **Yes** Fee: **\$598** Fee Includes: **Master Insurance, Exterior Maintenance, Landscaping, Snow Removal, Refuse Removal**

Room Levels, Dimensions and Features

Room	Level	Size	Features
Dining Room:			Flooring - Hardwood, Recessed Lighting
Family Room:	1	24x13	Fireplace, Flooring - Hardwood, Recessed Lighting
Kitchen:	1	16x10	Flooring - Hardwood, Countertops - Stone/Granite/Solid, Recessed Lighting
Master Bedroom:	1	16x14	Bathroom - Full, Closet - Walk-In, Flooring - Wall to Wall Carpet
Bedroom 2:	2	14x14	Closet - Walk-In, Flooring - Wall to Wall Carpet
Bedroom 3:	2	14x10	Flooring - Wall to Wall Carpet
Bath 1:	1		Bathroom - Full, Flooring - Stone/Ceramic Tile
Bath 2:	1		Bathroom - Half, Flooring - Stone/Ceramic Tile
Bath 3:	2		Bathroom - Full, Flooring - Stone/Ceramic Tile
Loft:	2	17x12	Flooring - Wall to Wall Carpet
Other:			Ceiling Fan(s), Flooring - Wood, Exterior Access

Features

Other Property Info

Area Amenities: **Public Transportation, Shopping, Park, Walk/Jog Trails**
 Appliances: **Range, Dishwasher, Disposal, Microwave, Refrigerator, Washer, Dryer**
 Basement: **Yes, Full, Concrete Floor**
 Beach: **No**
 Construction: **Frame**
 Electric Features: **Circuit Breakers**
 Energy Features: **Insulated Windows, Insulated Doors, Prog. Thermostat**
 Exterior: **Clapboard**

Adult Community: **No**
 Elevator: **No**
 Disclosure Declaration: **No**
 Exclusions:
 Laundry Features: **In Unit**
 Lead Paint: **None**
 UFFI: **No** Warranty Features: **No**
 Year Built/Converted: **2001/**

Exterior Features: **Porch - Enclosed, Patio**
 Flooring: **Wood, Tile, Wall to Wall Carpet**
 Hot Water: **Natural Gas**
 Interior Features: **Central Vacuum, Security System, Cable Available**
 Management: **Professional - Off Site**
 Roof Material: **Asphalt/Fiberglass Shingles**
 Sewer Utilities: **City/Town Sewer**
 Water Utilities: **City/Town Water**
 Sewage District: **MWRA**
 Utility Connections: **for Electric Range, for Electric Dryer**
 Waterfront: **No**

Year Built Source: **Public Record**
 Year Built Desc: **Actual**
 Year Round: **Yes**
 Short Sale w/Lndr.App.Reg: **Unknown**
 Lender Owned: **Undisclosed**

Tax Information

Pin #:
 Assessed: **\$609,000**
 Tax: **\$9116.73** Tax Year: **2012**
 Book: **100** Page: **73**
 Cert:
 Zoning Code: **res**
 Map: **0059** Block: Lot: **00060A**

Market Information

Listing Date: **8/30/2012** Listing Market Time: MLS# has been on for **55** day(s)
 Days on Market: Property has been on the market for a total of **55** day(s) Office Market Time: Office has listed this property for **55** day(s)
 Expiration Date:
 Original Price: **\$749,000** Cash Paid for Upgrades:
 Off Market Date: **10/24/2012** Seller Concessions at Closing:
 Sale Date: **11/5/2012** Financing: **Conv. Fixed**
 Sale Price: **\$730,000**
 Offer Date: 9/20/2012 7:25:00 AM

Market History for 11 Smith Farm Lane U:11, Lexington, MA 02421

MLS #	Date		DOM	Price
71428298	8/30/2012	Listed for \$749,000		\$749,000
EXT	9/19/2012	Status Changed to: Extended		
	9/20/2012	Listing Alert Flag set to: Yes - Accepting Additional Offers		
UAG	10/24/2012	Status Changed to: Under Agreement		
SLD	11/5/2012	Status Changed to: Sold		
	11/5/2012	Sold for \$730,000	55	\$730,000
Market History for Office Id: BB9589			55	\$730,000
Market History for this property			55	\$730,000

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The Senkier Team

The Senkler Team
MLS # 71384265 - Sold
Condo - Townhouse, Half-Duplex



21 Spencer Street - Unit 21	List Price: \$698,000
Lexington, MA 02420-3923	Sale Price: \$725,000
Middlesex County	
Unit Placement: End	Total Rooms: 9
Unit Level: 1	Bedrooms: 3
Grade School: Bowman	Bathrooms: 3f 1h
Middle School: Clarke	Master Bath: Yes
High School: Lexington High	Fireplaces: 1
Outdoor Space Avail: Yes - Common	
Handicap Access/Features: No	
Directions: Mass. Avenue to Joseph Street, left on Spencer Street	

Remarks

Beautiful 3-4 Bedroom 3 1/2 Bath pristine Townhome! Granite Kitchen with cozy Breakfast Nook opens to Family Room with gas fireplace. Relaxing Porch overlooks spacious, level yard along the Bike Path! Oak & ceramic tile floors, central air, natural gas & attached Garage. Master Bedroom Suite with walk-in closet and large private Bath. Recently finished Lower level with an Office/Guest Room, full Bath and large Playroom. Steps to the "Great Meadows," Mass Ave "T," Park, Tennis, & Wilson Farms.

Property Information

Approx. Living Area: 2593 sq. ft. (\$279.60/sq. ft.)	Approx. Acres: 0.22 (9390 sq. ft.)	Garage Spaces: 1 Attached, Garage Door Opener
Living Area Includes: Finished Basement	Heat Zones: 3 Forced Air, Gas	Parking Spaces: 3 Off-Street
Living Area Source: Measured	Cool Zones: 3 Central Air	Levels in Unit: 3
Living Area Disclosures: Includes 824sf in finished Lower Level		
Disclosures: Owners pay for maintenance of their own back yard. Offers will be reviewed Tuesday evening May 22nd		

Complex & Association Information

Complex Name:	Units In Complex: 2 Complete: Yes	Units Owner Occupied: 2	Source: Seller
Association: Yes	Fee: \$150 Monthly	Fee Includes: Master Insurance, Exterior Maintenance, Landscaping, Snow Removal	

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1	11x15	Flooring - Hardwood, Window(s) - Bay/Bow/Box
Dining Room:	1	10x12	Flooring - Hardwood
Family Room:	1	12x18	Fireplace, Flooring - Hardwood
Kitchen:	1	9x18	Flooring - Hardwood, Window(s) - Bay/Bow/Box, Dining Area, Countertops - Stone/Granite/Solid
Master Bedroom:	2	14x16	Bathroom - Full, Closet - Walk-In, Flooring - Hardwood
Bedroom 2:	2	11x13	Flooring - Hardwood
Bedroom 3:	2	10x15	Flooring - Hardwood
Bath 1:	1		Bathroom - Half, Flooring - Stone/Ceramic Tile
Bath 2:	2		Bathroom - Full, Flooring - Stone/Ceramic Tile
Bath 3:	2		Bathroom - Full, Flooring - Stone/Ceramic Tile
Laundry:	2		--
Sun Room:	1	12x13	Skylight, Flooring - Hardwood, Exterior Access
Foyer:	1	10x15	Closet, Flooring - Hardwood
Play Room:	B	20x17	Closet - Walk-in, Flooring - Wall to Wall Carpet
Office:	B	10x13	Flooring - Wall to Wall Carpet
3/4 Bath:	B		Flooring - Stone/Ceramic Tile

Features

Area Amenities: **Public Transportation, Shopping, Walk/Jog Trails**
 Appliances: **Range, Dishwasher, Disposal, Microwave, Refrigerator**
 Association Pool: **No**

Other Property Info

Elevator: **No**
 Disclosure Declaration: **Yes**
 Exclusions: **Washer & Dryer, drapery in Pink Bedroom**

Basement: **Yes , Full, Finished, Interior Access**
 Beach: **No**
 Construction: **Frame**
 Docs in Hand: **Master Deed, Unit Deed, Rules & Regs**
 Energy Features: **Insulated Windows**
 Exterior: **Clapboard**
 Exterior Features: **Porch, Porch - Enclosed**
 Flooring: **Tile, Wall to Wall Carpet, Hardwood**
 Hot Water: **Electric, Tank**
 Insulation Features: **Full**
 Management: **Owner Association**
 Pets Allowed: **Yes**
 Roof Material: **Asphalt/Fiberglass Shingles**
 Sewer Utilities: **City/Town Sewer**
 Water Utilities: **City/Town Water**
 Utility Connections: **for Gas Range, for Gas Oven**
 Waterfront: **No**

Facing Direction: **East**
 Green Certified: **No**
 Laundry Features: **In Unit**
 Lead Paint: **None**
 UFFI: **Warranty Features:**
 Year Built/Converted: **1998/**
 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 #:
 Assessed: **\$610,000**
 Tax: **\$9131** Tax Year: **2012**
 Book: **45498** Page: **347**
 Cert:
 Zoning Code: **RS1**
 Map: **0030** Block: Lot: **0086-2**

Firm Remarks

Bowman/Clarke Schools

Market Information

Listing Date: **5/17/2012**
 Days on Market: Property has been on the market for a total of **26** day(s)
 Expiration Date:
 Original Price: **\$698,000**
 Off Market Date: **6/12/2012**
 Sale Date: **7/25/2012**
 Sale Price: **\$725,000**
 Offer Date: 5/23/2012 7:36:00 PM

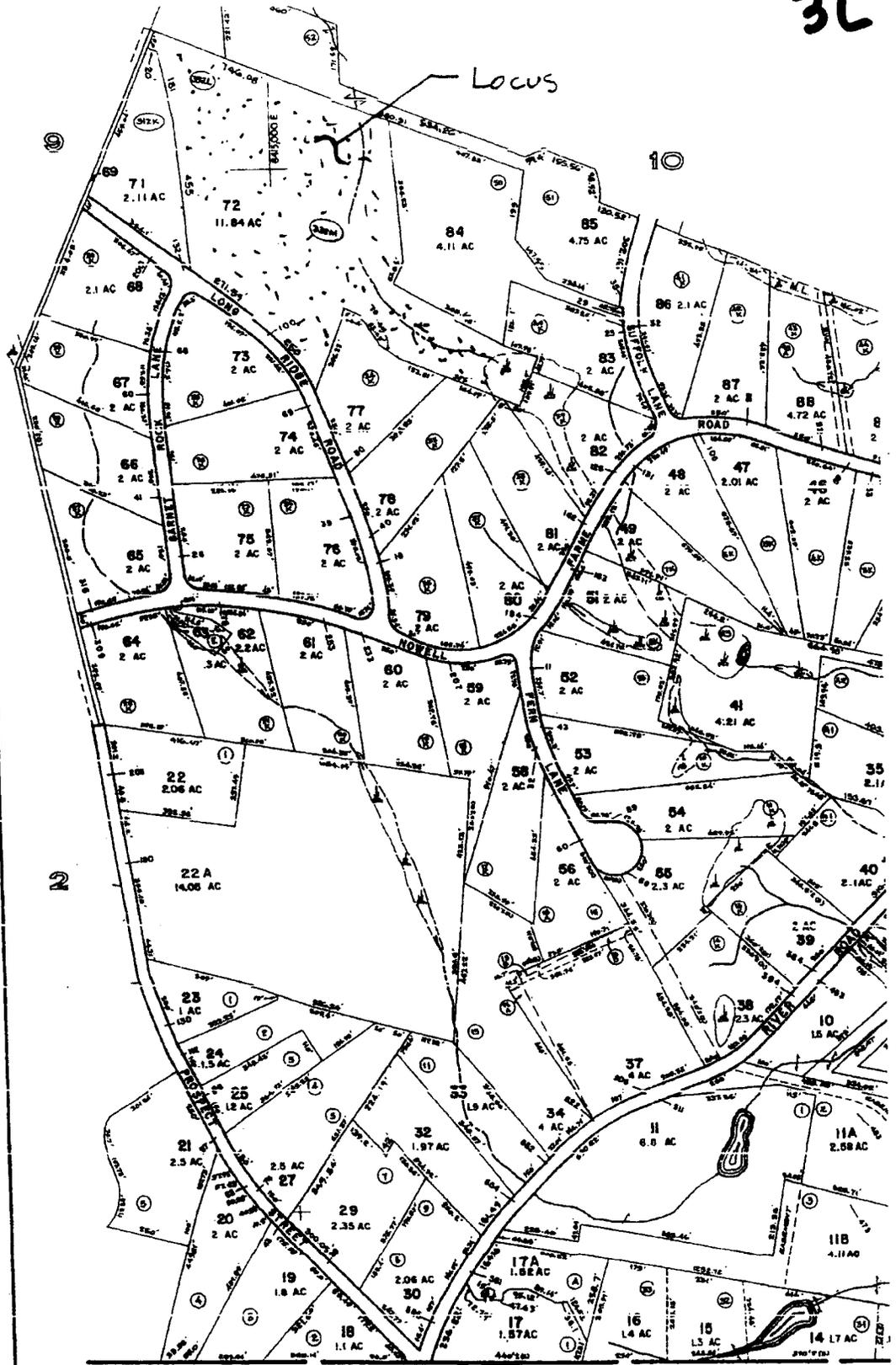
Listing Market Time: MLS# has been on for **26** day(s)
 Office Market Time: Office has listed this property for **26** day(s)
 Cash Paid for Upgrades:
 Seller Concessions at Closing:
 Financing: **Conv. Fixed**

Market History for 21 Spencer Street U:21, Lexington, MA 02420

MLS #	Date		DOM	Price
71384265	5/17/2012	Listed for \$698,000		\$698,000
	5/23/2012	Listing Alert Flag set to: Yes - Accepting Additional Offers		
UAG	6/12/2012	Status Changed to: Under Agreement		
SLD	7/25/2012	Status Changed to: Sold		
	7/25/2012	Sold for \$725,000	26	\$725,000
Market History for Office Id: BB9589			26	\$725,000
Market History for this property			26	\$725,000

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The Senkler Team



WETLAND/FLOOD HAZARD ZONING DISTRICT, ADOPTED 3/31/80, INCLUDES:
 --- FLOOD HAZARD DISTRICT (ADOPTED 6/1/78 REV 5/2/88)
 (S) WETLANDS DISTRICT (ADOPTED 5/5/78)

CONCOI

PREPARED BY PHOTOGRAMMETRIC METHODS BY
JOHN E. O'DONNELL & ASSOCIATES
 AUBURN, MAINE
 FOR CARLISLE BOARD OF ASSESSORS

LEGEND
 ADJACENT SHEET NO. 12
 COMMON OWNERSHIP ---OR
 DEVELOPMENT LOT NO. (S)
 CALCULATED AREA (C)
 SCALED DIMENSION (S)

CA

MIODL



EXISTING HOME AT 100 LONG RIDGE RD.

PIC 1



EXISTING HOME AT 100 LONG RIDGE RD.

PIC 2

Directions to 100 Long Ridge Road, Carlisle, MA

From Boston or points East:

Take Route 93 North to Route 128 South for approximately 7 miles, Take Exit 31B toward Bedford, Carlisle on Bedford Road. Travel on Route 4 N/225 W for approximately 3 miles through Bedford. Take left on Route 225 West toward Carlisle just before Northside Gas Station, Travel approximately 2 miles over Concord River into Carlisle, then immediately take left onto Skelton Road just after Carlisle sign. At end of Skelton go straight through to Nowell Farm Road then second right onto Long Ridge Road to #100 on Right – long driveway.

https://maps.google.com/maps?saddr=bostong,+ma&daddr=100+Long+Ridge+Road,+Carlisle,+MA&hl=en&ll=42.442715,-71.216125&spn=0.263996,0.471039&sll=42.452341,-71.217499&sspn=0.263955,0.471039&geocode=FZ9WhglDw7bD-ykbMTONLWXjiTGg6GIBJL98eA%3BFRCuiAIdFYy_-ynNiI85AJnjiTE8jD7cpxf 5A&mra=ls&t=m&z=11

From Cambridge or Points West:

Take Route 2 West for approximately 6 miles to Exit 52B, Route 128 North for about 3 miles, then take Exit 31B toward Bedford, Carlisle on Bedford Road. Travel on Route 4 N/225 W for approximately 3 miles through Bedford. Take left on Route 225 West toward Carlisle just before Northside Gas Station, Travel approximately 2 miles over Concord River into Carlisle, then immediately take left onto Skelton Road just after Carlisle sign. At end of Skelton go straight through to Nowell Farm Road then second right onto Long Ridge Road to #100 on Right – long driveway.

https://maps.google.com/maps?saddr=Harvard+University,+Cambridge,+MA&daddr=100+Long+Ridge+Road,+Carlisle,+MA&hl=en&ll=42.452341,-71.217499&spn=0.263955,0.471039&sll=42.428525,-71.191406&sspn=0.264055,0.471039&geocode=FS2Uhgld1NiC-vHwJyTuXMY3WsmZAX99QnfjiTHwJyTuXMY3WQ%3BFRCuiAIdFYy_-ynNiI85AJnjiTE8jD7cpxf 5A&oq=harvar&mra=ls&t=m&z=11

3N

BY RIGHT SITE PLAN

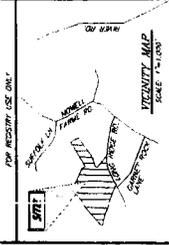
AND

SPECIAL PERMIT PLAN FOR CONSERVATION CLUSTER

8.5 X 11 INCLUDED

SEE POCKET FOR:

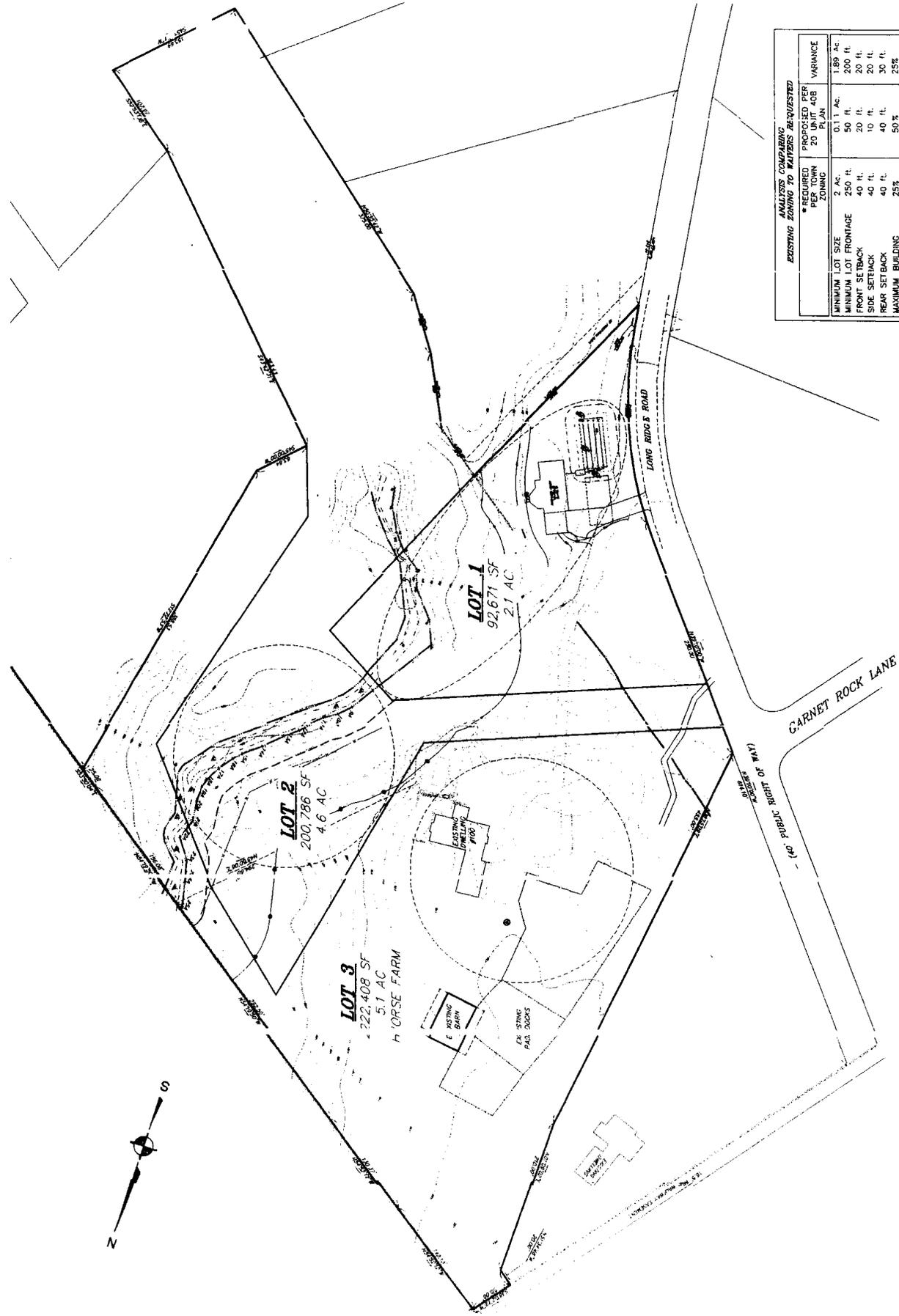
HALF SIZE: 11' X 17"

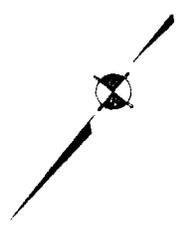


PREPARED FOR:
JEFFREY AND LISA BREM
 100 LONG RIDGE ROAD
 CARLISLE, MA 01741
 NOVEMBER 22, 2012 SCALE: 1" = 50'
MESNER BREM CORPORATION
 91 MAIN STREET, SUITE 100
 CARLISLE, MASSACHUSETTS 01701
 TEL: 978-257-7979 FAX: 978-257-7978
 WWW.MESNERBREM.COM

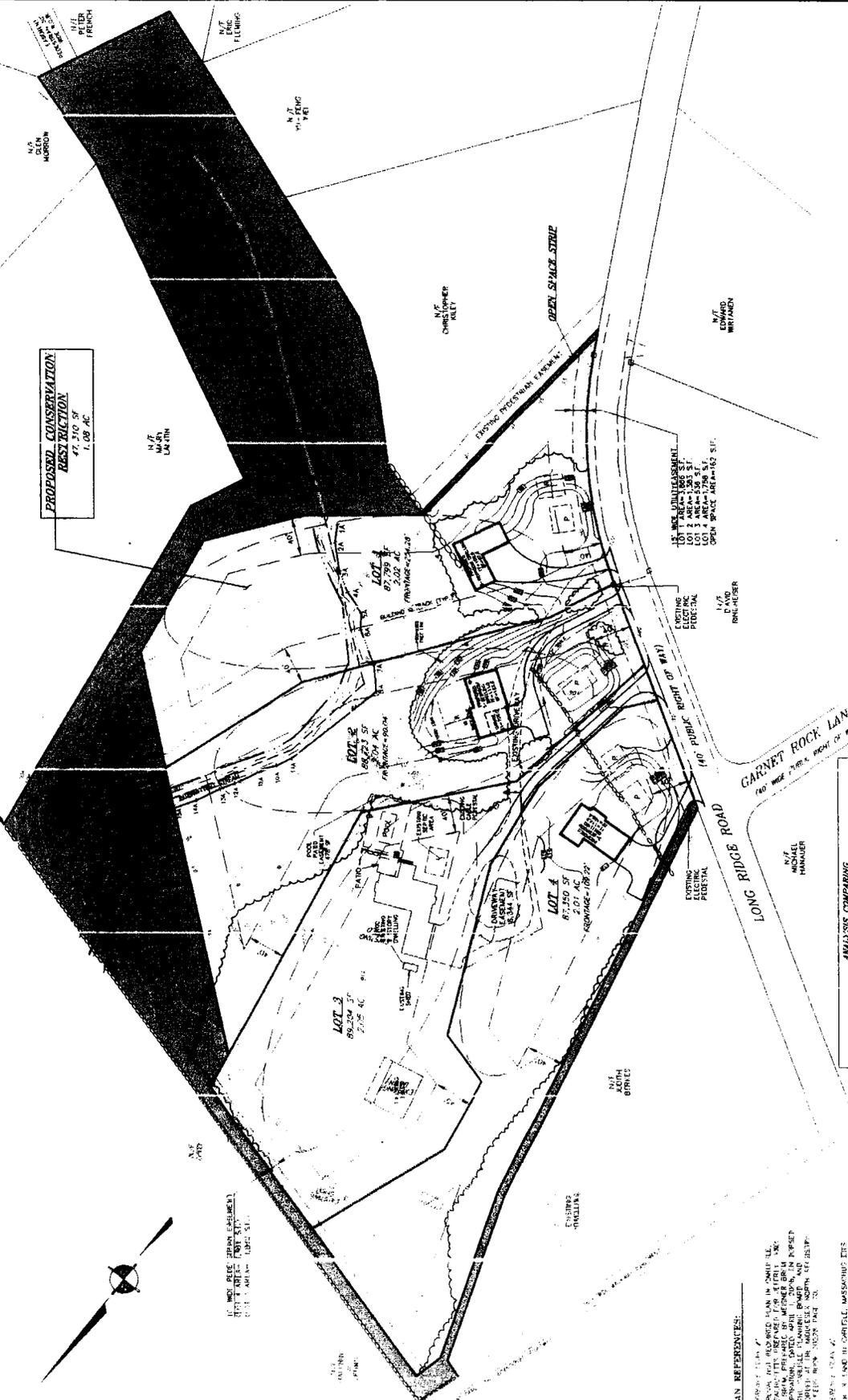
ANALYSIS COMPARING EXISTING ZONING TO WATERS REQUESTED			
EXISTING ZONING	REQUIRED PER TOWN ZONING	PROPOSED PER 20 UNIT 40B PLAN	VARIANCE
MINIMUM LOT SIZE	2 AC.	0.11 AC.	1.89 AC.
MINIMUM LOT FRONTAGE	250 FT.	50 FT.	200 FT.
FRONT SETBACK	40 FT.	20 FT.	20 FT.
SIDE SETBACK	40 FT.	10 FT.	30 FT.
REAR SETBACK	40 FT.	40 FT.	0 FT.
MAXIMUM BUILDING COVERAGE	25%	50%	25%
MAXIMUM BUILDING HEIGHT	N/A	40 FT.	NONE
FLOOR AREA RATIO	N/A	N/A	NONE
PARKING	2	24	NONE

* BY RIGHT CONVENTIONAL PLAN (THIS PLAN) CONFORMS TO ALL ZONING REQUIREMENTS WITHOUT VARIANCE





1. METRIC SYSTEM (SI) UNITS
 2. METRIC SYSTEM (SI) UNITS
 3. METRIC SYSTEM (SI) UNITS



PROPOSED CONSERVATION RESTRICTION
 47,200 SF
 1.08 AC

PROPOSED CONSERVATION RESTRICTION
 47,200 SF
 1.08 AC

PLAN REFERENCES:
 1. METRIC SYSTEM (SI) UNITS
 2. METRIC SYSTEM (SI) UNITS
 3. METRIC SYSTEM (SI) UNITS

EXISTING	AVOID S/S COMPARING EXISTING ZONING TO METERS REQUESTED		VARIANCE
	REQUIRED PER ZONING	PROPOSED PER 30 PLAN	
MINIMUM LOT SIZE	250 FT	0.11 AC	189 AC
MINIMUM LOT FRONTAGE	250 FT	50 FT	200 FT
FRONT SETBACK	40 FT	20 FT	20 FT
REAR SETBACK	40 FT	40 FT	30 FT
MAXIMUM BUILDING COVERAGE	35%	50%	25%
BUILDING HEIGHT	40 FT	NONE	NONE
FLOOR AREA RATIO	1.2/1	N/A	NONE
PARKING	2	2	NONE

* SPECIAL PERMIT ARE ZONING BROWN SECTION 5.5 CONFORMS TO ALL ZONING REQUIREMENTS INCLUDING MINIMUM LOT SIZE OF 2 ACRES WITH ONLY EXCEPTION BEING FRONTAGE ALLOWED TO BE REDUCED FROM 250 TO 20'

EXISTING	PROPOSED
WETLAND LINE	WETLAND LINE
STONE WALL	STONE WALL
IRON PIN	IRON PIN
IRON ROD	IRON ROD
DRILL HOLE	DRILL HOLE
STONE BOUND W/ D/H	STONE BOUND W/ D/H
PRIMARY SEPTIC	PRIMARY SEPTIC
RESERVE SEPTIC	RESERVE SEPTIC

CONSERVATION CLUSTER SPECIAL PERMIT
 ZONING BY-LAW SECTION 5.5
 APPROVED BY
 CARLISLE PLANNING BOARD



MEINER BIRM CORPORATION
 100 STATE STREET
 CARLISLE, MA 01741
 TEL: 978-235-1111
 FAX: 978-235-1112
 WWW.MEINERBIRM.COM

RESIDENTIAL SUBDIVISION PLAN
TRAIL'S END
 LONG RIDGE ROAD
 CARLISLE, MASSACHUSETTS

PREPARED FOR:
 JEFFREY AND LISA BIRM
 100 STATE STREET
 CARLISLE, MA 01741

DATE: 08/22/2017 SCALE: 1" = 50'

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

VICINITY MAP
 SHOWING LOCATION OF PROJECT IN CARLISLE, MASSACHUSETTS

36

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY

TREASURER'S CHECK

EB Enterprise Bank

222 Merrimack Street, Lowell, MA 01852

0113

4462537900

11/20/2013

49-55
1031

PAY TO THE ORDER OF MASS HOUSING

\$ 5,600.00

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

MEMBER FDIC

FOR _____

NON-NEGOTIABLE
CUSTOMER COPY
AUTHORIZED SIGNATURE

MP

PAYABLE THROUGH BOKF, NA, EUFAULA, OK

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104722 / M 3257801

TREASURER'S CHECK

EB Enterprise Bank

222 Merrimack Street, Lowell, MA 01852

0113

4462537900

11/20/2013

49-55
1031

PAY TO THE ORDER OF MASS HOUSING

\$ 5,600.00

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

MEMBER FDIC

FOR BREM - 40B CARUSLE

Antonia Baumgardner
AUTHORIZED SIGNATURE

MP

PAYABLE THROUGH BOKF, NA, EUFAULA, OK

⑆ 103 10055 1:00446 25379005 ⑈

3R

Lifetime

142 Littleton Road
Westford, MA 01886
978.692.1313

November 18, 2013

Tim Hult, Chair
Carlisle Board of Selectmen
Town Hall
66 Westford Street
Carlisle, MA 01741

Re: 100 Long Ridge Road
40B – Application to MassHousing

Dear Mr. Hult and Members of the Carlisle Board of Selectmen:

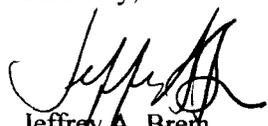
Thank you for your sincere and thoughtful approach to my request to support the project at 100 Long Ridge Road with 20 single family lots as a Local Initiative Petition (LIP). Obviously, I would have preferred a positive vote by the Board of Selectmen, but I do understand your conflicting goals.

As you know, as a resident of Carlisle I sought LIP status to foster a partnership style development of the project with the town. As was stated, the goals of various Selectmen of meeting the 10% criterion via 100% rental housing, the noted differences between this project and the town's draft (4 years old) "Friendly 40B regulations", and the objection to this 40B project by the neighborhood had an influence on the Board's decision. It is unfortunate that the Board did not agree with the Housing Authority in supporting the project to bring a diversity of housing to Carlisle.

As you stated at the public meeting on November 12, 2013, the application process for a "standard 40B" is now through MassHousing as the subsidizing agency. Therefore, pursuant to MGL Chapter 40B, § 20-23, The Comprehensive Permit Law, I am presently applying to MassHousing for a Site Eligibility Letter with the Housing Starts application, a copy of which is attached.

Thank you for your fair consideration.

Sincerely,



Jeffrey A. Breth
Principal

JEFFREY BREM
100 LONG RIDGE ROAD
CARLISLE, MA 01741

October 8, 2013

Tim Hult, Chair
Carlisle Board of Selectmen
Town Hall
66 Westford Street
Carlisle, MA 01741

Re: 100 Long Ridge Road
40B – Request for Local Initiative Petition

Dear Mr. Hult and Members of the Carlisle Board of Selectmen:

Pursuant to MGL Chapter 40B, § 20-23, The Comprehensive Permit Law, I hereby request consideration by the Board of Selectmen to support a Local Initiative Petition (LIP) for a 20 unit single family project at 100 Long Ridge Road.

If supported the application process is administered by the Massachusetts Department of Housing and Community Development (DHCD). The alternative administrative route is through a subsidizing agency, in this case: MassHousing.

It is my intent to submit the project for Site Eligibility to either DHCD under the LIP program or MassHousing as the subsidizing agency by the end of October.

Thank you for your fair consideration.

Sincerely,

Jeffrey A. Brem
Principal



Enterprise Bank

November 25, 2013

Mr. Jeffrey Brem
100 Long Ridge Road
Carlisle, MA 01741

Re: 40B project known as Trail Side located at 100 Long Ridge Road, Carlisle MA

Dear Jeff:

We are pleased to express our interest in considering the credit accommodation described below. This letter is not a commitment to lend, but only a summary for discussion purposes of the credit accommodation that we are considering at this time.

Borrower:	Entity to be established
Guarantors:	Jeffrey Brem To be determined
Type of Credit:	\$1,700,000 Land Development Loan \$2,200,000 Construction Revolver Loan
Purpose:	Construction of an approved 40B project consisting of twenty (20) detached units on land located at 100 Long Ridge Road, Carlisle, MA
Interest Rate:	The loans shall bear an interest rate at the Prime Rate of the Bank in effect from time to time plus 2.00% per annum, with a floor rate of 6.00%.
Term:	The loans will be for a term of twenty-four (24) months.
Prepayment Penalty:	The entire principal balance of the loans may be paid in full without a prepayment penalty.
Deposit Relationship:	Borrower shall maintain its primary depository relationship with the Bank during the term of these loans.
Origination Fees:	Origination fees of one percentage points of each loan amount shall be due and payable at the time of closing. A 1.00% fee shall be collected on each re-advance of the Construction revolver over the initial aggregate advances of \$2,200,000.

Collateral: First and Second Mortgages: 100 Long Ridge Road, Carlisle MA and contiguous parcels of land that comprise the proposed Trail Side 40B project.

Conditions: Subject to, but not limited to, the receipt and acceptance of the following conditions by the Bank:

A strong, liquid guarantor (to be determined) for each loan.

The guarantor's existing loan(s) held by Enterprise Bank must remain current.

The Bank must receive a satisfactory discounted cash flow property appraisal. The maximum loan to value ratio shall not exceed 70% for each loan request.

The Bank must receive a satisfactory revised pro-forma (by phase) of the project.

Satisfactory review by the Bank of the construction budgets for the project.

The loan amounts may change based on receipt of the revised pro-forma and construction budgets.

The maximum number of units allowed to be built at one time (both speculative and pre-sold units) will be determined by the bank based on the receipt of the construction budgets and revised project pro-forma.

Satisfactory review by the Bank of the site/road work quotes and a site/road work contract(s).

If the Bank deems necessary, a satisfactory environmental site assessment report of the subject property.

Assignment of Life Insurance Policies for each guarantor (amount to be determined by the Bank).

Final regulatory approval of the site.

Receipt of all necessary permits, licenses and approvals necessary to develop the subject property into a twenty (20) detached unit 40B project.

Loan Approval by the Bank's Credit Review Committee and Executive Committee.

Satisfactory evidence of at least 10% cash equity into the project.

Enterprise Bank is a current FHLB of Boston member bank, and the Bank will use NEF funds for the proposed development.

As mentioned above, this letter does not constitute a commitment to lend on the part of the Bank but is to serve as an outline upon which to base further discussions.

We look forward to working with you on this transaction and await your comments regarding this summary.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl A. Stafford".

Cheryl A. Stafford
Vice President
Construction Lending

Brem – 40B

100 Long Ridge Road

Application Documents

4. Certified Abutter's List
From
The Carlisle Board of Assessor's

(Dated June 13, 2014)



Town of Carlisle



Office of
BOARD OF ASSESSORS

66 WESTFORD STREET
CARLISLE, MASSACHUSETTS 01741
PHONE (978) 369-0392 FAX (978) 318-0098

June 13, 2014

Mr. Jeffrey A. Brem
142 Littleton Road
Westford, MA 01886

Dear Mr. Brem:

1-72-33K

Abutters are within 300 feet of any requested parcel's lot lines. We hereby certify that the enclosed list, taken from Real Estate property files, as per recorded deeds as received up to May 31, 2014 includes the names addresses of all parties; interest under MGL 48A, as amended to the best of our knowledge and belief.

This abutter's list will not satisfy legal requirements for notices, if ninety days have elapsed from date of request.

Required information if these properties are abutting the Town of Carlisle properties sent to:

Board of Selectmen
66 Westford Street
Carlisle, MA 01741

If any property is listed as Massachusetts State properties include the following, Commonwealth of Massachusetts notices regarding abutter activity should be sent to.

Office of the Commissioner Management
Department of Environmental Management
251 Causeway Street #600
Boston, MA 02202

Department of Environmental
Region Two Headquarters
PO Box 829
Carlisle, MA 01741

Sincerely,

Marianne McInerney
Administrative Assistant

Enclosure

Town of Carlisle
Abutters List

06/13/2014

12-14-22PM

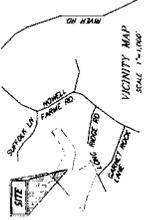
ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
10-6-3	51 SUFFOLK LN	DODD SUSAN S		51 SUFFOLK LANE	CARLISLE	MA	01741
10-6D-2A	55 SUFFOLK LN	HIGGINS COLIN J TRUSTEE	HIGGINS CAROLYN E TRUS	55 SUFFOLK LANE	CARLISLE	MA	01741
10-6E-1A	59 SUFFOLK LN	GRYNIEWICZ JOHN	GRYNIEWICZ JOANNE	59 SUFFOLK LANE	CARLISLE	MA	01741
1-67-29K	60 GARNET ROCK LN	WOODARD ANN		430 CYPRESS DRIVE	LAGUNA BEACH	CA	92651
1-68-30K	200 LONG RIDGE RD	HANAUER MICHAEL		200 LONG RIDGE ROAD	CARLISLE	MA	01741
1-69-0	OFF LONG RIDGE RD	TOWN OF CARLISLE		66 WESTFORD STREET	CARLISLE	MA	01741
1-71-32K	132 LONG RIDGE RD	BERKES JUDITH		2160 SW BRADFORD PLACE	PALM CITY	FL	34990
1-73-26K	68 GARNET ROCK LN	RINGHEISER DAVID A		68 GARNET ROCK LANE	CARLISLE	MA	01741
1-74-25K	69 LONG RIDGE RD	WIRTANEN EDWARD F	WIRTANEN ANN C	69 LONG RIDGE ROAD	CARLISLE	MA	01741
1-75-23K	26 GARNET ROCK LN	LETTERI THOMAS C	LETTERI KAREN V	26 GARNET ROCK LANE	CARLISLE	MA	01741
1-76-24K	39 LONG RIDGE RD	WILLARD DAVID G	WILLARD JUDITH G	39 LONG RIDGE ROAD	CARLISLE	MA	01741
1-77-34K	50 LONG RIDGE RD	KILEY CHRISTOPHER		50 LONG RIDGE ROAD	CARLISLE	MA	01741
1-78-35K	40 LONG RIDGE RD	WEI YU-FENG		40 LONG RIDGE ROAD	CARLISLE	MA	01741
1-79-36K	16 LONG RIDGE RD	KEEN NICHOLAS J	BYTH KATHARINE F	16 LONG RIDGE ROAD	CARLISLE	MA	01741
1-80-37K	194 NOWELL FARME RD	ROLFE NORMAN F	ROLFE JOAN M	194 NOWELL FARME ROAD	CARLISLE	MA	01741
1-81-38K	162 NOWELL FARME RD	FLEMING ERIC	MONAGLE JULIE	162 NOWELL FARME ROAD	CARLISLE	MA	01741
1-82-39K	126 NOWELL FARME RD	FRENCH PETER N	FRENCH SHEILA F	126 NOWELL FARME ROAD	CARLISLE	MA	01741
1-83-40K	23 SUFFOLK LN	MORROW GLENN S	BOWLING-MORROW DEBOF	23 SUFFOLK LANE	CARLISLE	MA	01741
1-84-50K	29 SUFFOLK LN	LANTIN MARY L	CASPARIS THOMAS H	29 SUFFOLK LANE	CARLISLE	MA	01741
1-85-51K	35 SUFFOLK LN	CHICK RICHARD W	CHICK KATHLEEN K	35 SUFFOLK LANE	CARLISLE	MA	01741
1-86-41K	32 SUFFOLK LN	DUMAS JACQUES PIERRE	DUMAS CHARLOTTE	32 SUFFOLK LANE	CARLISLE	MA	01741
9-15-0	OFF STEARNS ST	TOWN OF CARLISLE		66 WESTFORD STREET	CARLISLE	MA	01741

End of Report

Brem – 40B
100 Long Ridge Road

Attachments

A. Site Plan



NOTES:

1. TOTAL AREA: 512,680 S.F. (28.6 AC.)
2. RECORD OWNERS: LIFETIME GREEN HOMES, LLC; JEFFREY AND LISA BREM; CAROLINE AND JOHN BREM; AND LONG RIDGE ROAD
3. METEOROLOGICAL SURVAY WAS DEMONSTRATED BY BOTANICAL LEACH BALDWIN
4. WATER SUPPLY SHALL BE PRIVATE WELLS
5. SEPTIC TO BE PRIVATE SYSTEMS
6. PHASE 1 TO STATION 4+00 TO INCLUDE DOWNS 1-4, 20
7. PHASE 2 FROM STATION 4+00 TO END TO INCLUDE DOWNS 1-4, 20

PLAN REFERENCES:

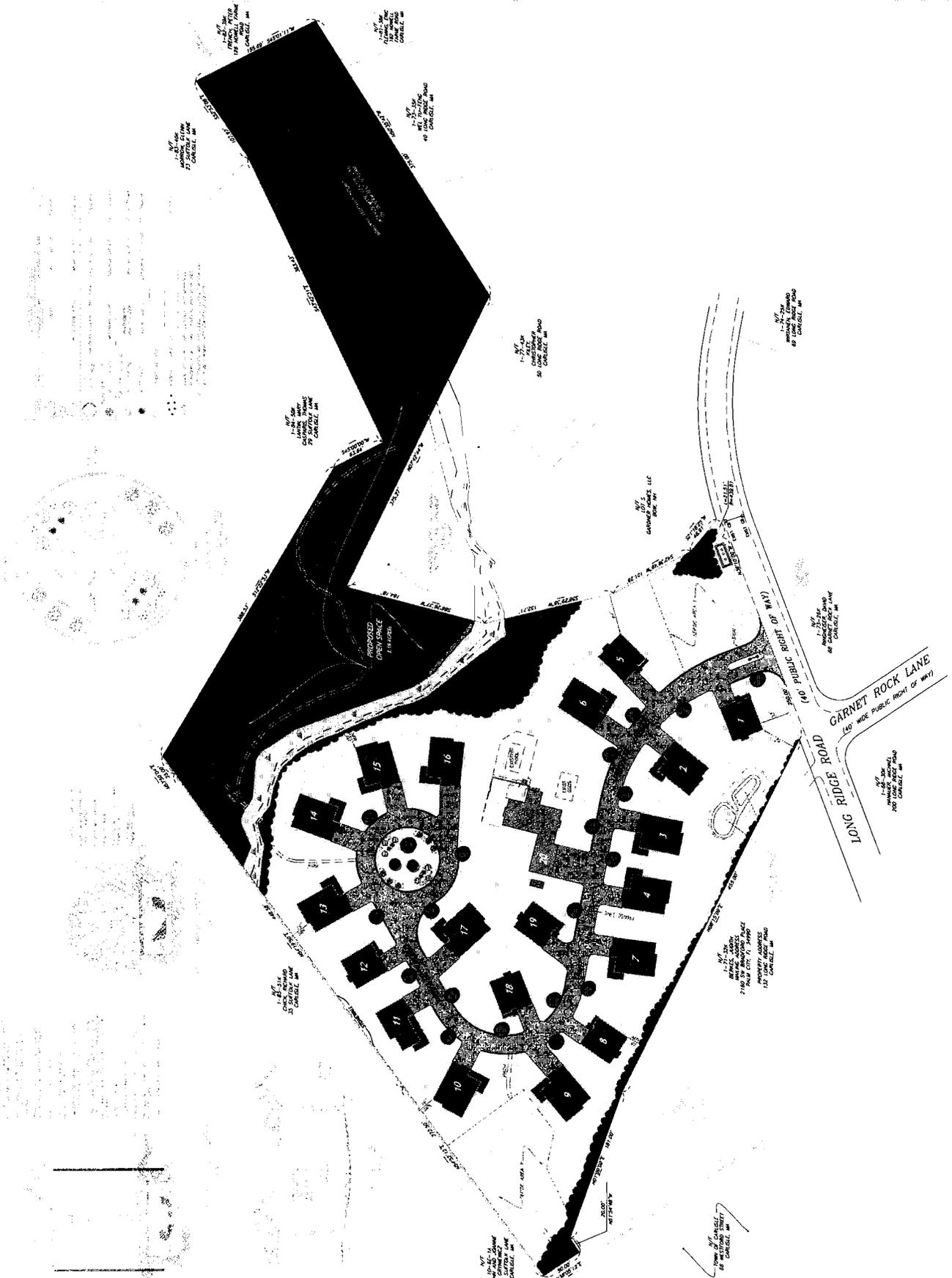
- REFERENCE PLAN #1**
 TOWN OF CARROLL, MASSACHUSETTS (UNDEVELOPED) 10/10/14, ENDORSED BY THE CARROLL PLANNING BOARD ON OCTOBER 28, 2014. THE PROJECT WAS RECORDED AT THE COUNTY REGISTER'S OFFICE ON OCTOBER 28, 2014.
- REFERENCE PLAN #2**
 TOWN OF CARROLL, MASSACHUSETTS (UNDEVELOPED) 10/10/14, ENDORSED BY THE CARROLL PLANNING BOARD ON OCTOBER 28, 2014. THE PROJECT WAS RECORDED AT THE COUNTY REGISTER'S OFFICE ON OCTOBER 28, 2014.
- REFERENCE PLAN #3**
 TOWN OF CARROLL, MASSACHUSETTS (UNDEVELOPED) 10/10/14, ENDORSED BY THE CARROLL PLANNING BOARD ON OCTOBER 28, 2014. THE PROJECT WAS RECORDED AT THE COUNTY REGISTER'S OFFICE ON OCTOBER 28, 2014.

2014	2014	2014	2014
2014	2014	2014	2014
2014	2014	2014	2014
2014	2014	2014	2014

PREPARED FOR
 LIFETIME GREEN HOMES, LLC
 142 LITTLETON ROAD
 WESTFORD, MA 01886

JUNE 30, 2014 SCALE: 1" = 50'
 50 25 0 50 100

MEISNER BREM CORPORATION
 100 WESTFORD ROAD
 WESTFORD, MA 01886
 PHONE: 978-335-1111
 FAX: 978-335-1112
 WWW.MEISNERBREMCORP.COM



Brem – 40B

100 Long Ridge Road

Attachments

B. Architectural Drawings



Front Perspective from Left



Front Perspective from Right



Side Perspective

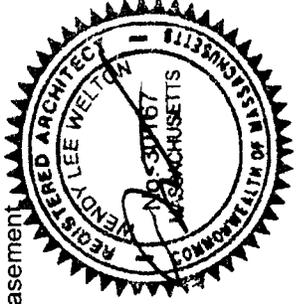
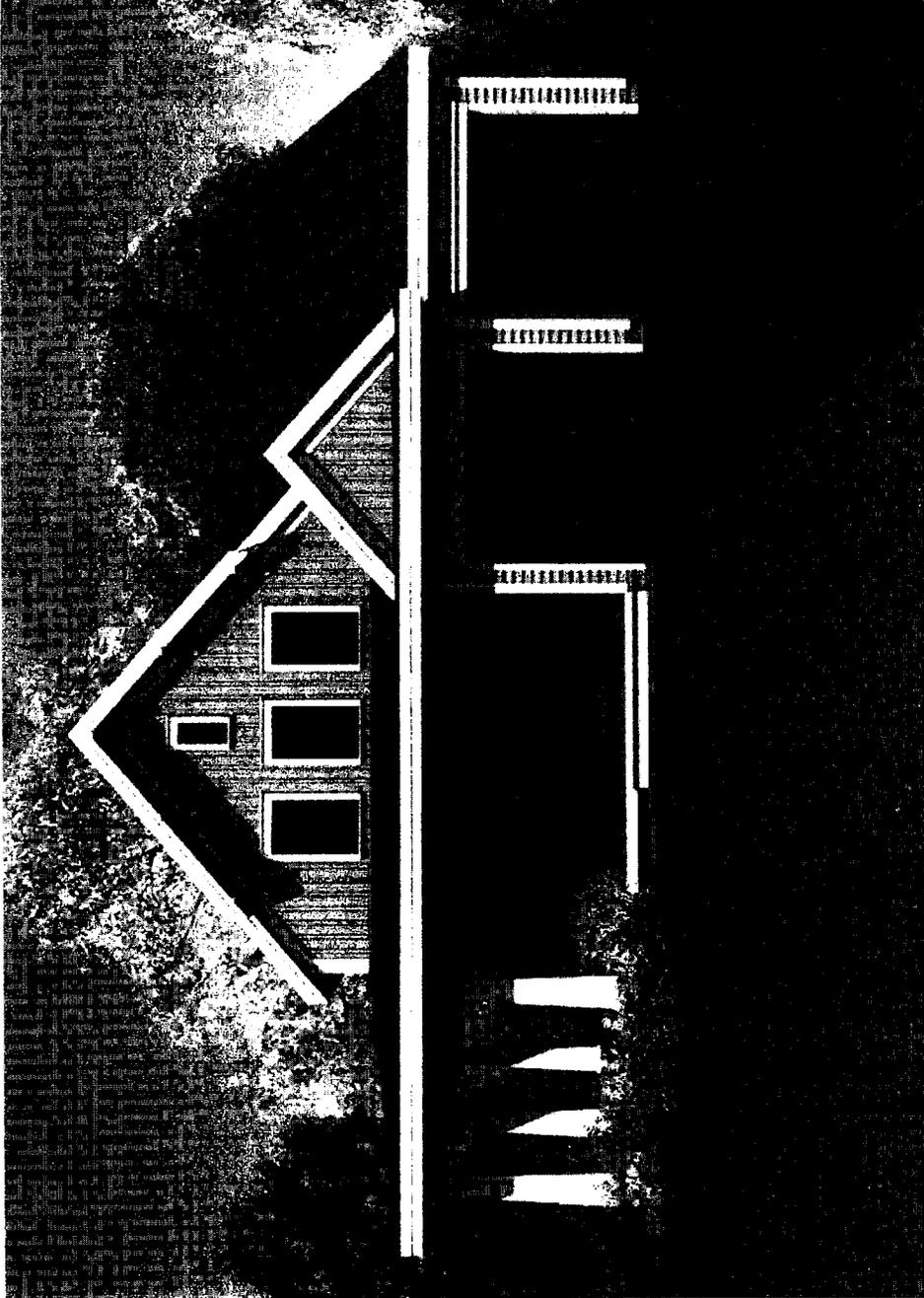


Rear Perspective

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Some items shown are optional and/or may vary. Builder's written specifications always govern.

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



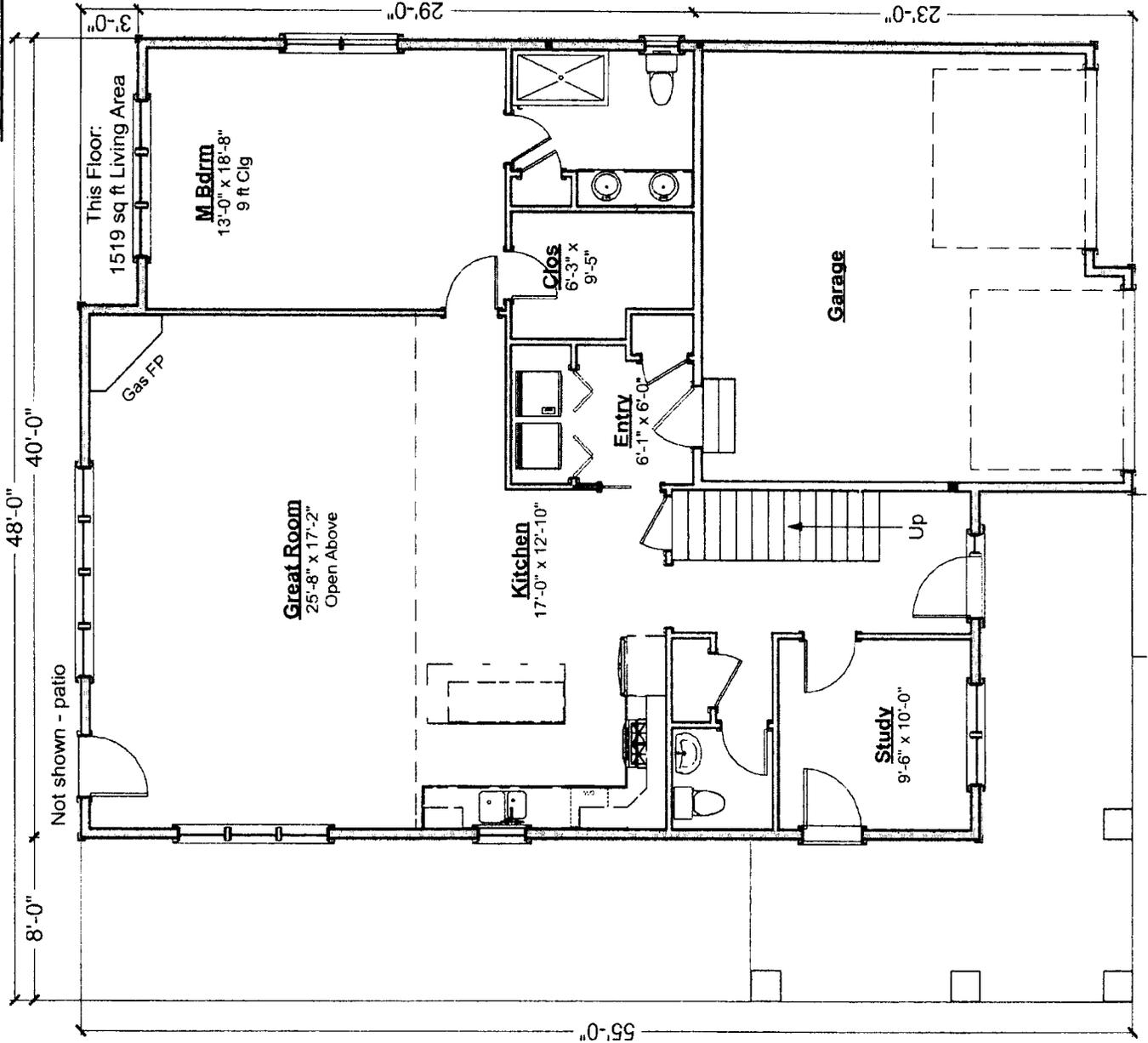
Calinda

616.126

Artform Home Plans

603-431-9559

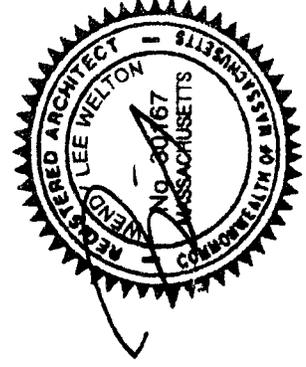
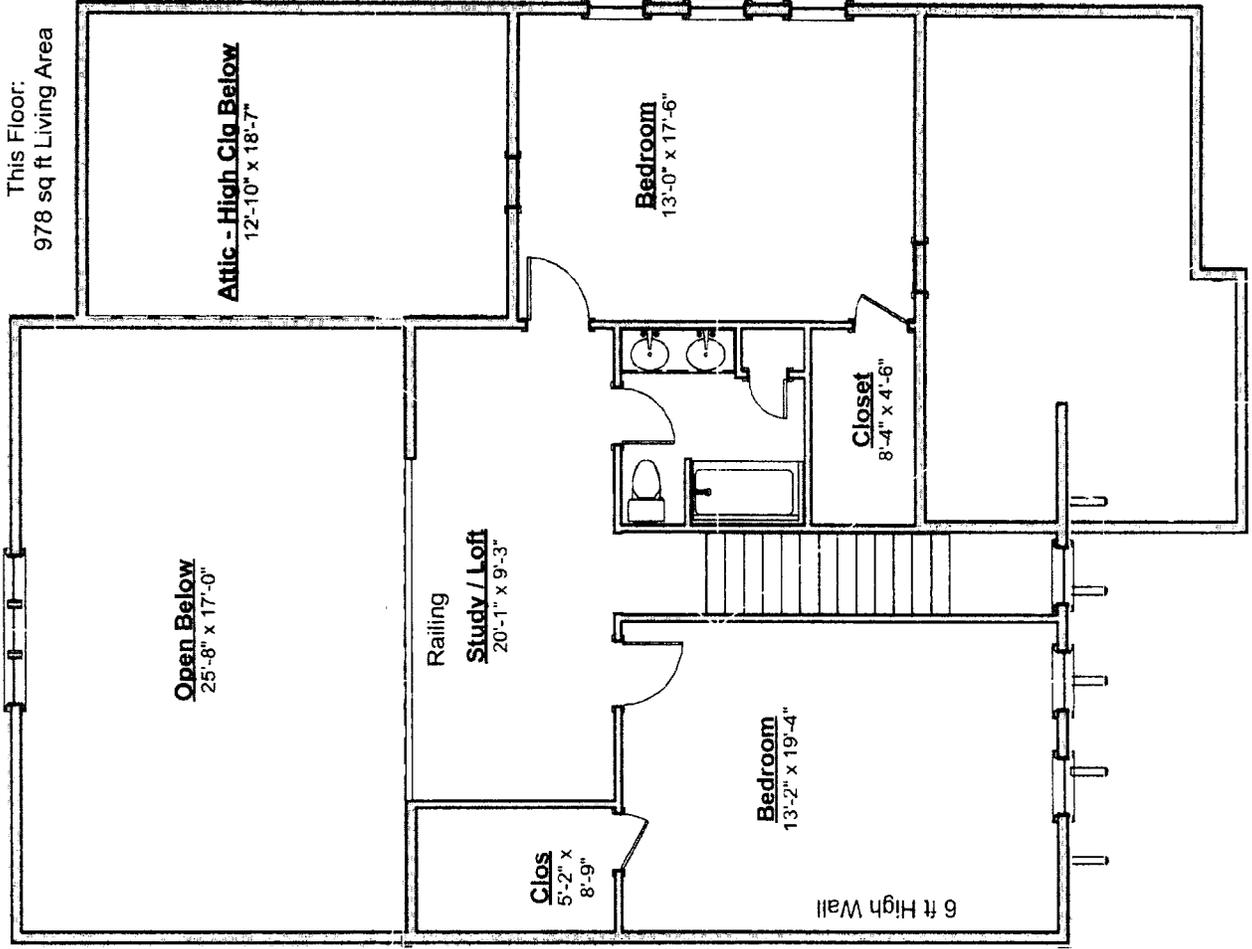
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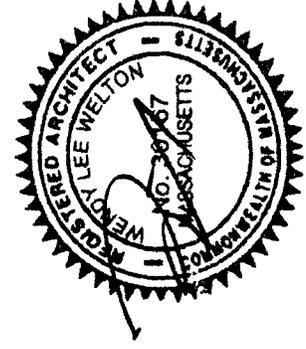
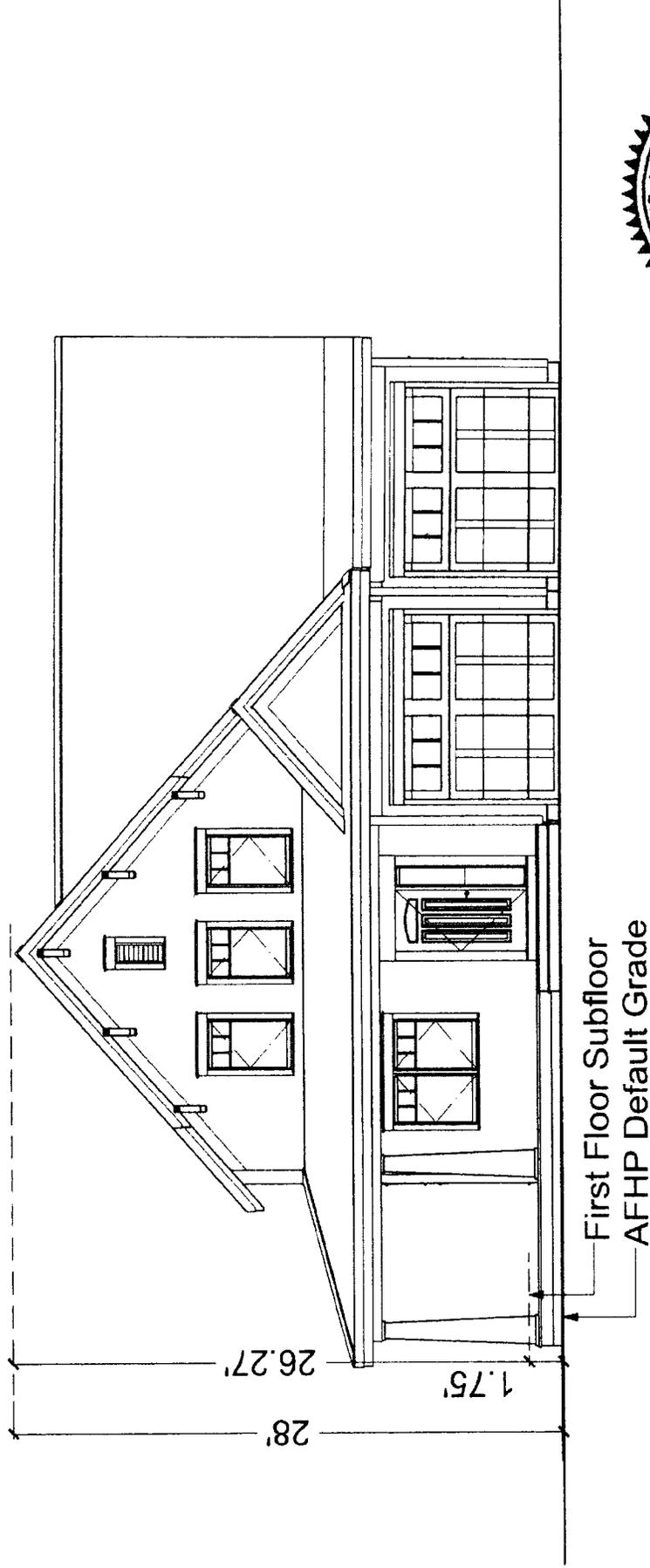
Calinda
616.126

AR Artform Home Plans
603-431-9559

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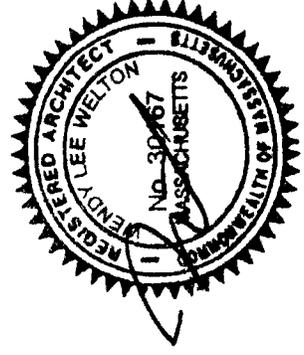
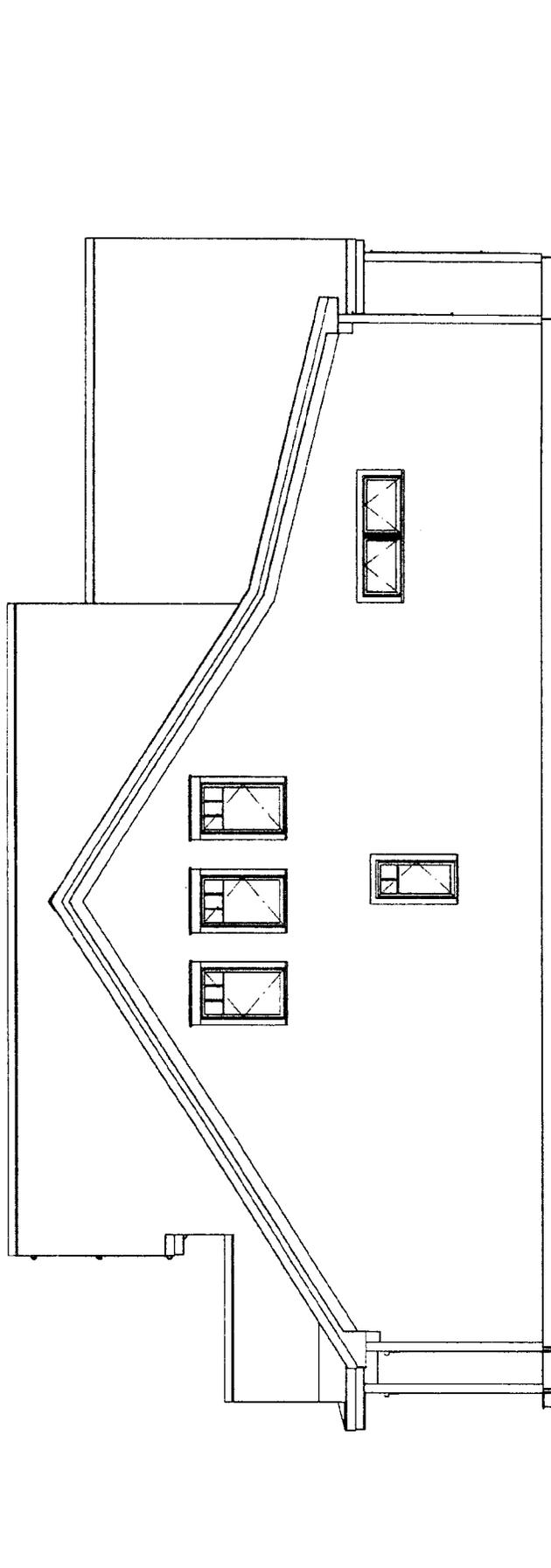
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Calinda
616.126

AR Artform Home Plans
603-431-9559

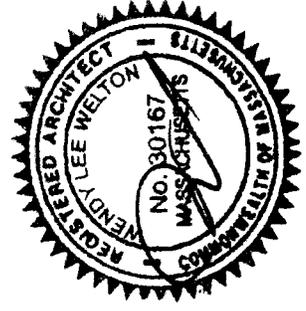
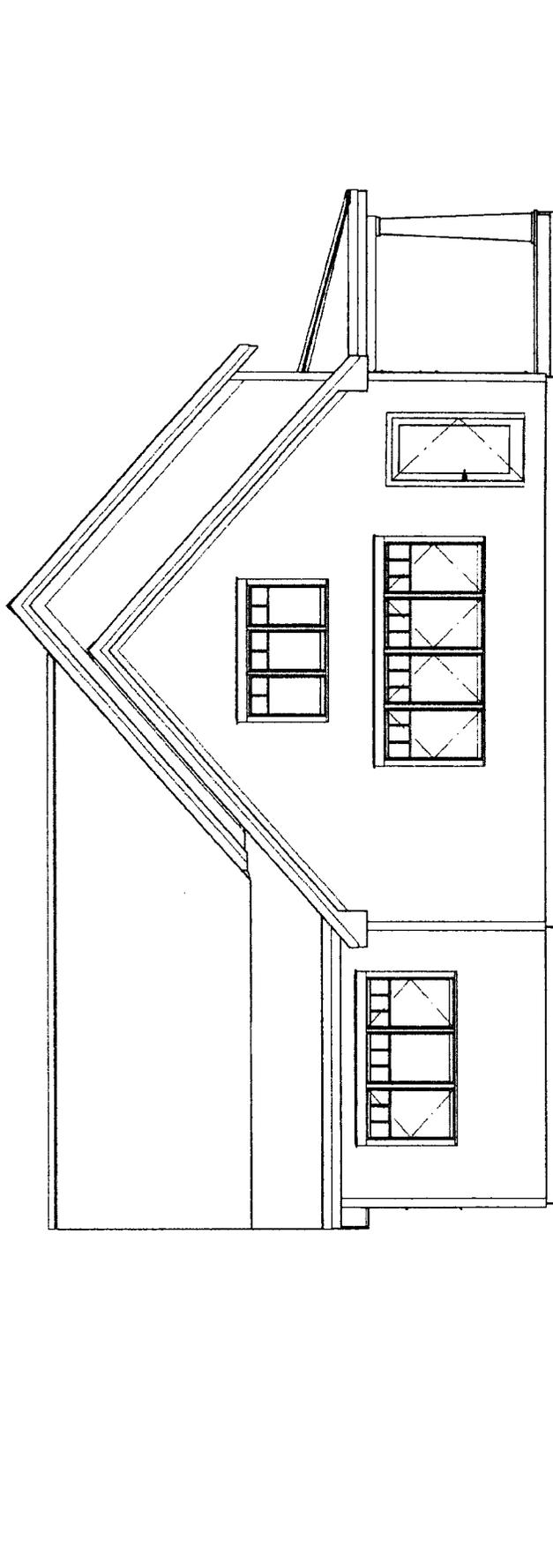
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Calinda
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AR Artform Home Plans
603-431-9559

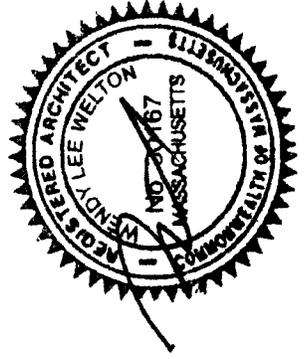
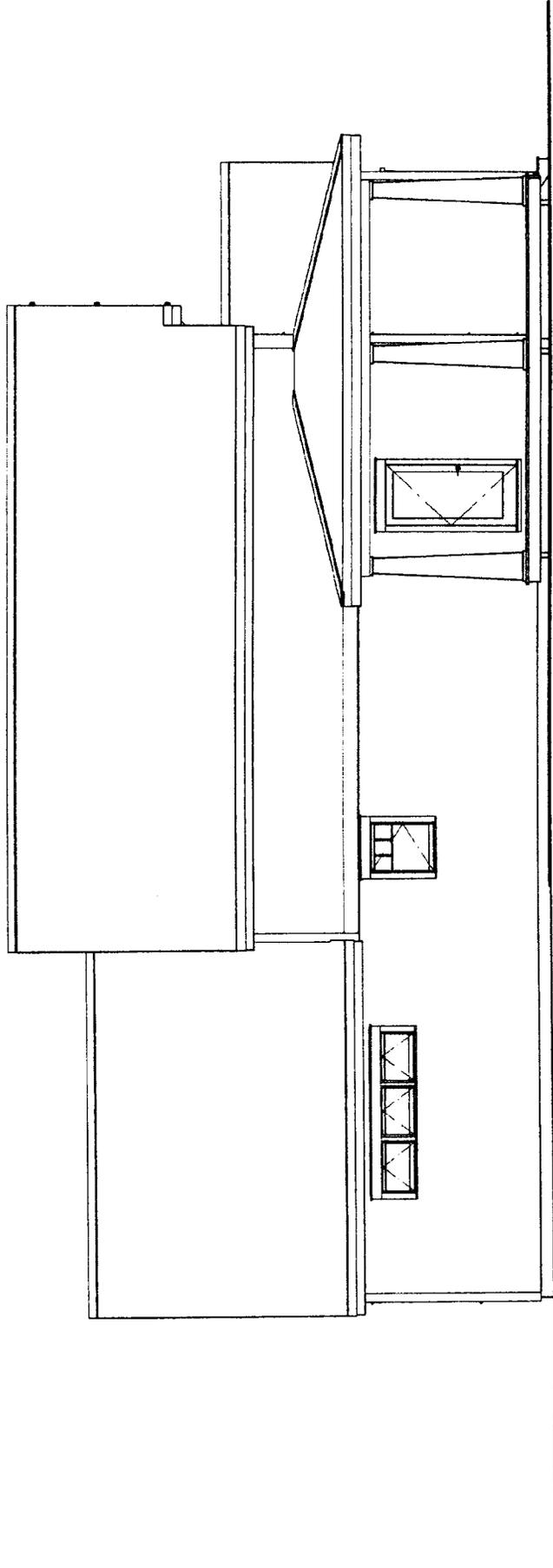
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Calinda
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Brem – 40B

100 Long Ridge Road

Attachments

C. Preliminary Utilities Plan

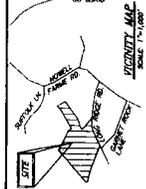
Brem – 40B

100 Long Ridge Road

Attachments

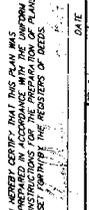
D. Deed and Legal Description
With latest ANR Plan

337
 100 LONG RIDGE ROAD
 CARLISLE, MASSACHUSETTS
 DATE: **March 14, 2014**



NOTES:

1. **OWNER:** BREM BREM CORPORATION
 100 LONG RIDGE ROAD
 CARLISLE, MASSACHUSETTS 01741
 MAP 1 PARCEL 72-3-3-K
 TOTAL AREA 315,680 S.F. (7.184 AC. ±)
2. DEED REFERENCE: MERID. BK. 18814 PG. 278
 BOUNDARY INFORMATION IS TAKEN FROM THE
 REFERENCED PLANS HEREON AND INCLUDES
 BY FIELD SURVEY PERFORMED BY MESNER
 BREM CORPORATION.
3. THIS PLAN WAS
 DELINEATED BY LIGHT BOMBARDIER METLAND
 CONSULTING IN MAY, 2005 & REVISOR
 CONSULTING IN MAY, 2005 & REVISOR
 LOCATED BY MESNER BREM CORPORATION
 IN 2014. THE PLAN IS SUBJECT TO THE
 DETERMINATION OF THE CARLISLE CONSERVATION
 BOARD. APPROVAL BY THE CARLISLE CONSERVATION
 BOARD IS REQUIRED FOR THIS PLAN.
4. LOTS TO BE SERVICED BY PRIVATE INDIVIDUAL
 SEPTIC SYSTEMS AND PRIVATE WELLS.
5. **SETBACKS:**
 MINIMUM FRONTAGE: 20' (SEE PLAN)
 MINIMUM SIDE: 10'
 MINIMUM REAR: 10'
 MINIMUM CORNER: 10'
6. NO DETERMINATION OF COMPLIANCE WITH
 REQUIREMENTS HAS BEEN MADE OR
 INTENDED.
7. PROPOSED DRIVEWAY TO LOT R SHALL BE
 CONSTRUCTED PRIOR TO "SALE OR TRANSFER"
 EXISTING CURB CUT "2" TO BE ELIMINATED.
8. **PROPERTY OWNER:** THAT THIS PLAN WAS
 PREPARED IN ACCORDANCE WITH THE UNIFORM
 SET (GAP) 1978 & THE RECEIVERS OF DEEDS.

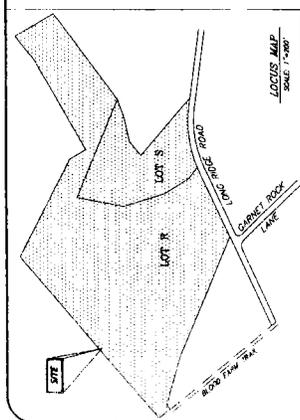
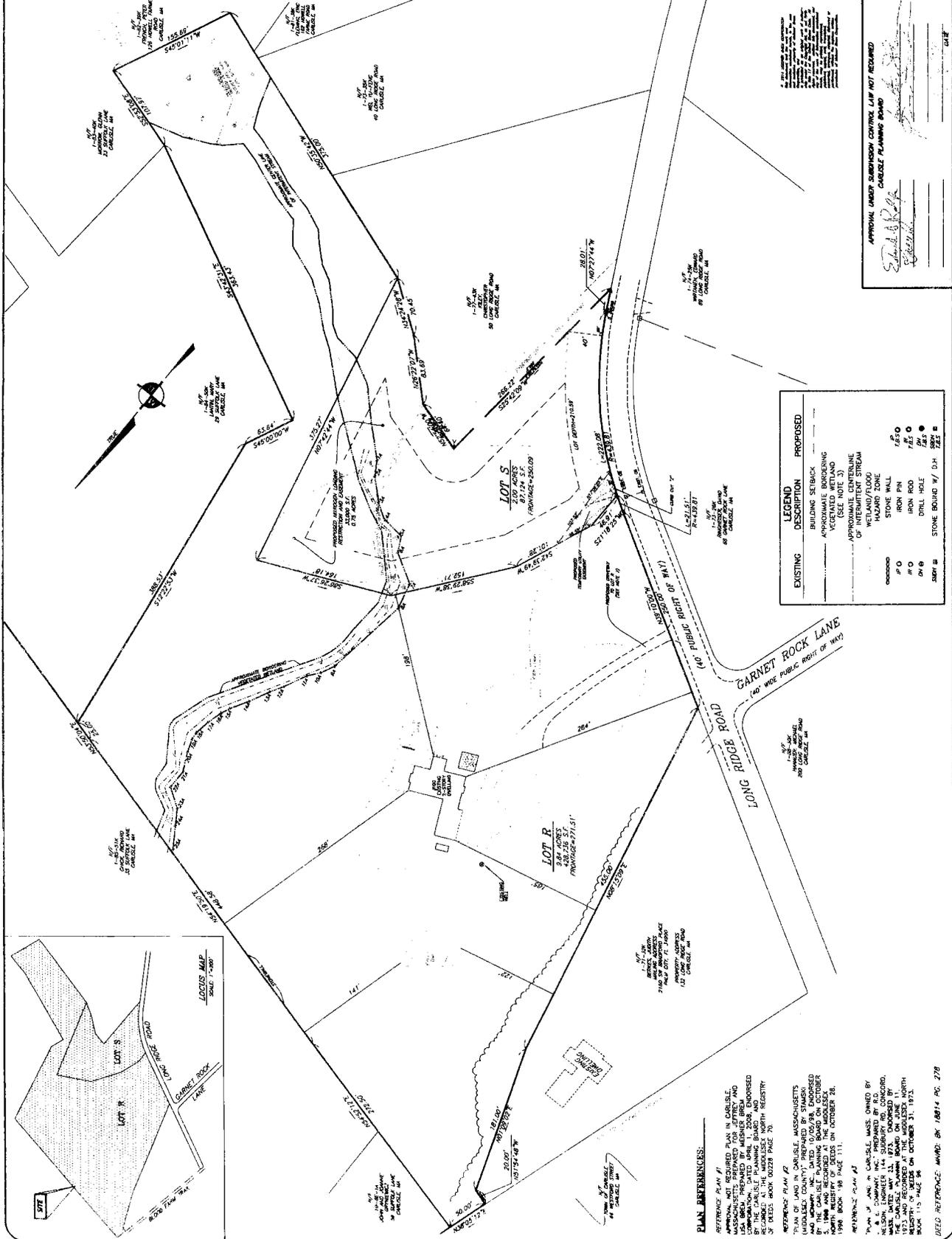
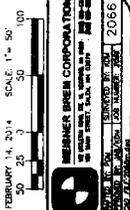


APPROVAL NOT REQUIRED PLAN

BREM PROPERTY
 LONG RIDGE ROAD
 CARLISLE, MASSACHUSETTS

PREPARED FOR:
 JEFFREY AND LISA BREM
 100 LONG RIDGE ROAD
 CARLISLE, MA 01741

DATE: FEBRUARY 14, 2014 SCALE: 1" = 50'



EXISTING	DESCRIPTION	PROPOSED
---	BUILDING SETBACK	---
---	APPROXIMATE BORDERING	---
---	VEGETATION AND	---
---	(SEE NOTE 3)	---
---	APPROXIMATE CENTERLINE	---
---	OF INTERMITTENT STREAM	---
---	WELLS	---
---	HAZARD ZONE	---
---	STONE WALL	---
---	IRON PIN	---
---	IRON ROD	---
---	DRILL HOLE	---
---	STONE BOUND #1/ D.H.	---

PLAN REFERENCES:

REFERENCE PLAN #1
 CARLISLE CONSERVATION BOARD
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS
 PREPARED FOR STREY AND
 LISA BREM, PREPARED BY MESNER BREM
 CORPORATION, CARLISLE, MASSACHUSETTS
 BY THE CARLISLE PLANNING BOARD AND APPROVED
 BY THE CARLISLE PLANNING BOARD ON JUNE 11,
 2014. RECORD NUMBER 133-10000-00000-00000
 BOOK 115 PAGE 96

REFERENCE PLAN #2
 CARLISLE CONSERVATION BOARD
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL AFFAIRS
 PREPARED FOR STREY AND
 LISA BREM, PREPARED BY MESNER BREM
 CORPORATION, CARLISLE, MASSACHUSETTS
 BY THE CARLISLE PLANNING BOARD AND APPROVED
 BY THE CARLISLE PLANNING BOARD ON JUNE 11,
 2014. RECORD NUMBER 133-10000-00000-00000
 BOOK 115 PAGE 96

LEGAL DESCRIPTION FOR: JEFFREY AND LISA BREM

PROPERTY ADDRESS: 100 LONG RIDGE ROAD
CARLISLE, MASSACHUSETTS 01741

LOT R: EXISTING HOUSE LOT:

In Carlisle, Massachusetts, beginning at a point of the intersection of two stone walls 509.04 feet northeasterly of the intersection of the north side of Long Ridge Road and the Blood Farm Trail – Abandoned roadway,

Thence, Southeasterly along a stone wall by land now or formerly of Halchin 272.50 feet, S54° 52' 12"E,

Thence, Southeasterly along a stone wall by land now or formerly of Chick 448.58 feet S54°19'50" E, to a point on the wall,

Thence, S53°-50'-04"E along a wall 25.00 feet to a point,

Thence, S12° -22'-53"W a distance of 388.53 feet to a point at land now or formerly of Lantin

Thence, S45°-00'-00"W a distance of 63.64 feet to a point also by land of said Lantin,

Thence, S43°-42'-31"E a distance of 363.43 feet to a point,

Thence, S52°-53'-08"E a distance of 107.97 feet to a point at land now or formerly of French,

Thence along French land, S45°-01'-11"W a distance of 155.69 feet to a point,

Thence, N50°-35'-42"W a distance of 375.00 feet along the rear of three properties now or formerly of Fleming, Yu-Feng Wei and Kelly to a southeasterly point at Lot "S"

Thence, N07°-42'-44"W a distance of 375.27 feet to a point,

Thence, S86°-26'-37"W a distance of 164.18 feet to a point near the centerline of the intermittent stream,

Thence, S58°-29'-38"W a distance of 152.71 feet to a point,

Thence, S42°-39'-49"W a distance of 101.28 feet to a point,

Thence, S21°-18'-25"W a distance of 46.91 feet to a point at the northerly side of Long Ridge Road, the last five courses being along Lot "S".

Thence, northwesterly by Long Ridge Road a distance of 21.51 feet to an existing Stone Bound,

Thence, northwesterly by Long Ridge Road, N39°-10'-00"W a distance of 250.00 feet,

Thence, northeasterly by land now or formerly of Berkes N08°-15'-09"E a distance of 455.00 feet to a point,

Thence, northeasterly by said land of Berkes N01°-09'-02"E a distance of 181.00 feet to a point,

Thence, by said land of Berkes, N51°-54'-48"W a distance of 20.00 feet to a point on a stone wall on the easterly side of said Blood Farm Trail – Abandoned Roadway and 16.5 feet wide walkway easement,

Thence, northeasterly along said Blood Farm Trail – Abandoned Roadway and along said stone wall N38°-05'-12"E a distance of 50.00 feet to a point of intersection of two stone walls as the point of beginning.

Said land containing 9.84 acres \pm .



Bk: 18814 Pg: 278 Page: 1 of 3
Recorded: 08/01/2005 01:45 PM

QUITCLAIM DEED

We, Thomas Kilfoyle and Patricia Doherty Kilfoyle, of Carlisle, Massachusetts,

for consideration of One Million Six Hundred Thousand and 00/100 (\$1,600,000.00) Dollars paid,

grant to Jeffrey A. Brem and Lisa H. Brem, husband and wife, as tenants by the entirety, of 100 Long Ridge Road, Carlisle, Massachusetts,

with QUITCLAIM COVENANTS

Those two (2) parcels of land with the buildings thereon known and numbered 100 Long Ridge Road, Carlisle, Massachusetts, more particularly described as follows:

PARCEL ONE:

A certain parcel of land in Carlisle, Middlesex County, Massachusetts, being shown as Lot 332K on a plan entitled "Plan of Land in Carlisle, Mass., Stamski & McNary, Inc." dated October 5, 1998, recorded with Middlesex North District Registry of Deeds **Plan Book 198, Plan 111**, said Lot 332K being bounded and described as follows, all as shown on said plan:

Beginning at a point of the intersection of two stone walls 509.04 feet northeasterly of the intersection of the north side of Long Ridge Road and the Blood Farm Trail-Abandoned roadway,

Thence, Southeasterly along a stone wall by land now or formerly of Halchin 272.50 feet, S 54° 52' 12" E,

Thence, Southeasterly along a stone wall by land now or formerly of Chick 292.50 feet S 54° 19' 50" E, to a point on the wall

Thence, Southwesterly by land now or formerly of Berkes, 294.60 feet, S 45° 50' 06" W to a point.

Thence, Southwesterly along land now or formerly of Berkes, 308.00 feet, S 03° 58' 46" W to a point on a stone wall,

Thence, Southeasterly along a stone wall by land now or formerly of Berkes, 75.69 feet, S 52° 54' 00" E to a point on the wall,

Thence, Southwesterly by land now or formerly of Jackson, 266.22 feet, S 25° 42' 09" W to a point on Long Ridge Road,

CARRAGHER, FOX & ROARK, PC
229 BILLERICA ROAD
CHELMSFORD, MA 01824-3697

MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
Date: 08/01/2005 01:45 PM
Ctrl# 019464 13347 Doc# 00034086
Fee: \$7,298.00 cons: \$1,600,000.00

Buy 62

Thence, Northwesterly by said road 28.01 feet, N 07° 27' 06" W,

Thence by Long Ridge Road on a curve with a radius of 439.81 feet, 243.58 feet,

Thence, Northwesterly by Long Ridge Road, 250.00 feet, N 39° 10' 00" W,

Thence, Northeasterly by Lot 312K on said plan, 455.00 feet, N 08° 15' 09" E, to a point

Thence, Northeasterly by Lot 312K on said plan 181.00 feet, N 01° 09' 02" E, to a point

Thence, Northwesterly by said Lot 312K on said plan 20.00 feet, N 51° 54' 48" W to a point on a wall on the easterly side of said Blood Farm Trail-Abandoned Roadway and 16.5 feet wide walkway easement,

Thence, Northeasterly along said Blood Farm Trail-Abandoned Roadway along said stone wall 50.00 feet, N 38° 05' 12" E to the point of intersection of two stone walls as the point of beginning.

Said Lot 332K contains 282,696 square feet all as shown on said plan.

PARCEL TWO

A certain parcel of land in Carlisle, Middlesex County, Massachusetts, containing 5.40 acres, being shown as **Parcel D-1** on a plan entitled "Plan of Land in Carlisle, Mass., owned by J & E Co., Inc., R.D. Nelson Engineer, Concord, Mass.", dated May 23, 1973, recorded with Middlesex North District Registry of Deeds **Plan Book 117, Plan 165**. Reference to the said plan is hereby made for a more particular description of said Parcel D-1, hereby conveyed.

Subject to the restriction that Parcel D-1 is to be used as a wildflower sanctuary and is not to be considered a building lot, as set forth on the last above-mentioned plan.

The aforesaid two parcels are conveyed together with and subject to easements, restrictions and agreements of record, including without limitation those set forth or referred to in the above-mentioned deeds, to the extent now in force and applicable, and subject to real estate taxes to the extent not yet due and payable, which the Grantees by acceptance and recording of this deed assume and agree to pay.

The Grantors include herein the right to use the streets and ways as shown on plan in Plan Book 117, Plan 165 and the streets and ways as shown on said plan recorded with Middlesex North District Deeds Plan Book 115, Plan 96 in common with others entitled thereto, for all purposes for which streets and ways are to be used in the Town of Carlisle.

For Grantors' title, see Middlesex North Registry of Deeds Book 16085, Page 178 with deed dated August 19, 2003.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 15th day of June, 2005.

Thomas Kilfoyle
Thomas Kilfoyle

Patricia Doherty Kilfoyle
Patricia Doherty Kilfoyle

COMMONWEALTH OF MASSACHUSETTS

On this 15th day of June, 2005, before me, the undersigned notary public, personally appeared Thomas Kilfoyle proved to me through satisfactory evidence of identification which was, MASS DRIVER'S LICENSE, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

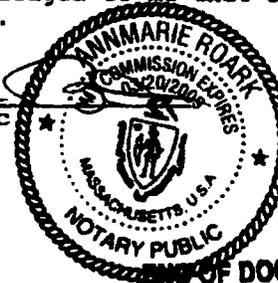
[Signature]
Notary Public



COMMONWEALTH OF MASSACHUSETTS

On this 15th day of June, 2005, before me, the undersigned notary public, personally appeared Patricia Doherty Kilfoyle proved to me through satisfactory evidence of identification which was, MASS DRIVER'S LIC., to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]
Notary Public



END OF DOCUMENT

Richard P. Howe Jr.

Brem – 40B
100 Long Ridge Road

Attachments

E. List of Exceptions

(See Separate Submittal by Attorneys at Deschenes & Farrell, PC)

Brem – 40B

100 Long Ridge Road

Attachments

F. Mass Historical Correspondence

RECEIVED

JAN 08 2014

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

MASS. HIST. COMMISSION

APPENDIX A

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD

BOSTON, MASS. 02125

617-727-8470, FAX: 617-727-5128

RC 55308

After review of MHC files and the materials you submitted, it has been determined that this project is unlikely to affect significant historic or archaeological resources.

PROJECT NOTIFICATION FORM

Project Name: NO NAME YET - USE ADDRESS

Location / Address: 100 LONG RIDGE ROAD

City / Town: CARLISLE, MA 01741

Project Proponent

Name: LIFETIME GREEN HOMES, LLC

Address: 142 LITTLETON RD WESTFORD, MA 01886

City/Town/Zip/Telephone: _____

Jonathan K. Patton
Archaeologist / Preservation Planner
Massachusetts Historical Commission
Date: 2/6/14

Agency license or funding for the project (list all licenses, permits, approvals, grants or other entitlements being sought from state and federal agencies).

Agency Name

Type of License or funding (specify)

MASS HOUSING

40B HOME MORTGAGES

Project Description (narrative):

PROPOSED 20 UNIT PROJECT - 19 NEW AND 1 EXISTING, SINGLE FAMILY ON 9.84 AC.

Does the project include demolition? If so, specify nature of demolition and describe the building(s) which are proposed for demolition.

YES, BARN CONSTRUCTED IN 2005

Does the project include rehabilitation of any existing buildings? If so, specify nature of rehabilitation and describe the building(s) which are proposed for rehabilitation.

YES, MINOR IMPROVEMENTS TO EXISTING HOME - RENOVATION & UPGRADE

Does the project include new construction? If so, describe (attach plans and elevations if necessary).

YES - 19 NEW SINGLE FAMILY HOMES - SEE ATTACHED.

950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

APPENDIX A (continued)

To the best of your knowledge, are any historic or archaeological properties known to exist within the project's area of potential impact? If so, specify.

NO

What is the total acreage of the project area?

Woodland	5.3	acres	Productive Resources:		
Wetland	0.5	acres	Agriculture		acres
Floodplain	0	acres	Forestry		acres
Open space	0	acres	Mining/Extraction		acres
Developed	4.0	acres	Total Project Acreage		acres

What is the acreage of the proposed new construction? 9.84 acres

What is the present land use of the project area?

SINGLE FAMILY HOME WITH HORSE BARN

Please attach a copy of the section of the USGS quadrangle map which clearly marks the project location.

SEE ATTACHED

This Project Notification Form has been submitted to the MHC in compliance with 950 CMR 71.00.

Signature of Person submitting this form: Jeffrey A. [Signature] Date: 1/6/2014
Name: LIFETIME GREEN HOMES, LLC
Address: 142 LITTLETON ROAD, UNIT 16
City/Town/Zip: WESTFORD, MA 01886
Telephone: 978-692-1313

REGULATORY AUTHORITY

950 CMR 71.00: M.G.L. c. 9, §§ 26-27C as amended by St. 1988, c. 254.

Brem – 40B

100 Long Ridge Road

Attachments

G. Regulatory Agreement, Deed Rider, Monitoring Agreement – All Draft as Proposed

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/fled] at the _____ County [Registry of Deeds/Registry District of Land Court] ("Registry") [in Book _____, Page _____ / as Document No. _____], as amended by the terms of this Agreement; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules, twenty-five percent (25%) of the units in the Project (____ units) (the "Affordable Units") will be sold at prices specified in this Agreement to Eligible Purchasers (as defined herein) and will be subject to resale restrictions as set forth herein; and

WHEREAS, the Subsidizing Agency may delegate to an affordability monitoring agent (the "Affordability Monitoring Agent") certain administration, monitoring and enforcement services regarding compliance of the Project with the Comprehensive Permit Rules during the period of affordability of the Affordable Units; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for 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(e) 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.

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, 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"), 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. All Affordable Units to be constructed as part of the Project must be similar in exterior appearance to other units in the Project and shall be evenly dispersed throughout the Project. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances and by-laws. The Affordable Units shall be constructed on a schedule that provides substantially for the construction of one (1) Affordable Unit for every three (3) market rate units constructed. In no event shall any five (5) market rate units be constructed without completion of one Affordable Unit.

(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 advise 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 a marketing plan (the "Marketing Plan") for the Affordable Units to be administered under the supervision of the Affordability Monitoring Agent. After such approval, the Marketing Plan may not be amended without the Subsidizing Agency's consent. The Marketing Plan must describe the buyer selection process for the Affordable Units, including any lottery or similar procedure for choosing among Eligible Purchasers, and must provide for Affirmative Fair Marketing of Affordable Units. If required under the Comprehensive Permit and approved by the Subsidizing Agency, the Marketing Plan 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 Marketing Plan 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 Marketing Plan. 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 Marketing Plan, 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.

(c) 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 NFF 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.

(e) (i) That the undersigned Trustee(s) are the sole Trustee(s) of said Trust, duly appointed in accordance with the terms of the Trust, (ii) that said Trust has not been altered, amended, revoked, or terminated, and is presently in full force and effect as recorded; (iii) that pursuant to the powers granted under said Trust, the Trustee(s) have the power and authority to execute this Agreement, transfer real estate, and to execute and deliver deeds and related closing documents of any or all trust property; (iv) that if under said Trust the consent of beneficiaries is required to authorize the Trustee(s) to execute this Agreement, that written consent of all beneficiaries has been obtained; and (v) that no beneficiary is a minor, a corporation selling all or substantially all of its assets or a personal representative of an estate subject to estate tax liens or is now deceased or under any legal disability, [for use when Developer is nominee trust]

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, 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: _____

Gina B. Dailey, Director of Comprehensive Permit
Programs

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 Gina B. Dailey, Director of 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: _____

- Acknowledgement of Zoning Board of Appeals
- Exhibit A – Legal Description
- Exhibit B – Form of Affordable Housing Restriction
- Exhibit C – Form of Limited Dividend Monitoring Services Agreement
- Exhibit D – Form of Affordability Monitoring Services Agreement

EXHIBIT A

Legal Description

(SEE SECTION D-DEED)

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 B

Affordable Housing Restriction

(see attached)

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")

to _____ ("Owner") dated
_____, 20____; or

[] being granted in connection with a financing or refinancing secured by a mortgage on the
Property dated _____, 20____. The Property is located in the City/Town of
_____, (the "Municipality").

RECITALS

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

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

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

(ii) subject to a Regulatory Agreement among
_____, (the "Developer"), []
Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts
Department of Housing and Community Development ("DHCD") [] the
Municipality; and []

dated _____,
and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the
"Regulatory Agreement"); and/or

(iii) subsidized by the federal or state government under _____
_____ a program to
assist construction of low or moderate income housing the "Program"; and

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.

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 individual or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

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

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

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

5. **Delivery of Deed.** (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local

building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

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

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

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

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

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition

and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

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

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

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

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

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

7. **Survival of Restrictions Upon Exercise of Remedies by Mortgagees.** (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set

forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

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

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

Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

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

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

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

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

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

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

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

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall ensure 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:

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: _____

[Space Below This Line for Acknowledgement]

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ the _____ of _____ in its capacity as the _____ proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

County, ss.

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ the _____ of _____ in its capacity as the _____ proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires: _____

EXHIBIT C

Limited Dividend Monitoring Services Agreement

(see attached)

MONITORING SERVICES AGREEMENT

**Massachusetts Housing Finance Agency
Housing Starts Program**

This Monitoring Services Agreement (this "Agreement") is made this ____ day of _____, 200__, by and among the Massachusetts Housing Finance Agency ("MassHousing"), having an address at One Beacon Street, Boston, Massachusetts 02108, and _____, a Massachusetts _____, having an address at _____, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as _____ (the "Project") consisting of _____ for-sale condominium units/single-family residences at a _____-acre site located at _____ in the City/Town of _____ (the "Municipality"); and

WHEREAS, the Project is being financed with a \$ _____ construction loan (the "Loan") by MassHousing under its Housing Starts Program (the "Program"), and is subject to a Regulatory Agreement between MassHousing and the Developer (the "Regulatory Agreement"); and

WHEREAS, the Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with Chapter 40B, Sections 20-23, of the Massachusetts General Laws (the "Act"), which permit is recorded/filed at the _____ County Registry of Deeds/Registry District of Land Court ("Registry") in Book _____, Page _____/Document No. _____, as amended; and

WHEREAS, pursuant to the requirements of the Program and the Regulatory Agreement, the Developer may not receive profit in excess of twenty percent (20%) of Total Development Costs (as defined in the Regulatory Agreement) (the "Limited Dividend Requirement"); and

WHEREAS, the Developer has agreed that MassHousing will perform certain administration, monitoring and enforcement services regarding compliance of the Project with the Program.

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

1. Monitoring Services. Project Administrator shall monitor the compliance of the Developer with the Limited Dividend Requirement, as more fully described herein.

(a) Limited Dividend Requirement. In accordance with Section 4 of the Regulatory Agreement, the Developer agrees to deliver to MassHousing the Cost and Income Certification(s), as defined in the Regulatory Agreement, at the times required thereunder. MassHousing agrees to review the adequacy and completeness of the Cost and Income Certifications and determine the Developer's substantive compliance with the Limited Dividend Requirement in accordance with the rules of MassHousing. If all of the units in the Project have not been sold at the time the Developer is required to deliver the initial Cost and Income Certification to MassHousing, MassHousing shall continue to review the subsequent Cost and Income Certification(s) delivered pursuant to the Regulatory Agreement until all of the units are sold and compliance with the Limited Dividend Requirement can be determined. If units are sold prior to approval of the initial Cost and Income Certification, the provisions of Section 4(d) of the Regulatory Agreement shall apply. MassHousing shall make the final determination of whether the Limited Dividend Requirement has been met and shall notify the Municipality of its determination.

2. Monitoring Services Fee. MassHousing shall receive a fee of \$5,000 from the Developer at the time of execution of this Agreement. Such fee shall constitute payment for the services of MassHousing with respect to compliance by the Developer with the Limited Dividend Requirement.

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

4. Term. The monitoring services are to be provided until MassHousing has made a determination on whether the Limited Dividend has been met.

5. Responsibility of MassHousing. MassHousing shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

6. Successor. MassHousing shall have the right to appoint a successor to monitor compliance with the Limited Dividend Requirement for the remaining term of this Agreement.

7. Indemnity. The Developer agrees to indemnify and hold harmless MassHousing and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against MassHousing or the Municipality by reason of its relationship with the

Project under this Agreement and not involving MassHousing or the Municipality acting in bad faith and with gross negligence.

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

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

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

11. Third-Party Beneficiaries. MassHousing and the Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.

12. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto.

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

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

DEVELOPER

By: _____
Title: _____

MASSACHUSETTS HOUSING FINANCE AGENCY

By: _____
Laurie R. Wallach, General Counsel

EXHIBIT D

Affordability Monitoring Services Agreement

(see attached)

AFFORDABILITY MONITORING SERVICES AGREEMENT

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

This Monitoring Services Agreement (this "Agreement") is made as of _____, 200____, by and among the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency"), _____, having an address at _____, (the "Monitoring Agent"), and _____, a Massachusetts _____, having an address at _____, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as _____ (the "Project") consisting of _____ for-sale condominium units/single-family residences at a _____-acre site located at _____ in the City/Town of _____ (the "Municipality"); and

WHEREAS, the Project is being financed with a \$ _____ construction loan (the "Loan") by a non-governmental entity for which the Massachusetts Housing Finance Agency acts as Subsidizing Agent pursuant to Massachusetts General Laws Chapter 40B, and the regulations at 760 CMR 56.00 and the Comprehensive Permit Guidelines issued pursuant thereto (the "Comprehensive Permit Rules"), and is subject to a Regulatory Agreement between the Subsidizing Agency and the Developer (the "Regulatory Agreement"); and

WHEREAS, the Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with Chapter 40B, Sections 20-23, of the Massachusetts General Laws (the "Act"), which permit is recorded/filed at the _____ County Registry of Deeds/Registry District of Land Court ("Registry") in Book _____, Page _____/Document No. _____, as amended; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules and the Regulatory Agreement, twenty-five percent (25%) of the units in the Project (____ units) (the "Affordable Units") shall be sold to Eligible Purchasers (as defined in the Regulatory Agreement) at prices specified therein and shall be subject to resale restrictions as set forth in the Affordable Housing Restriction attached to the Regulatory Agreement (the "Affordability Requirement"); and

WHEREAS, at the request of the Subsidizing Agency, the Developer has agreed to retain the Monitoring Agent to perform certain administration, monitoring and enforcement services

regarding compliance of the Project with the Comprehensive Permit Rules during the term of affordability of the Affordable Units.

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

1. Monitoring Services. Monitoring Agent shall monitor the compliance of the Project with the Affordability Requirement, as more fully described herein.

(a) Affordability Requirement. (i) Initial Sales. The Developer agrees to deliver to the Monitoring Agent the income, asset and age certifications, deeds and Affordable Housing Restrictions with respect to initial sales of Affordable Units as required under the Regulatory Agreement (the "Initial Sales Data"). The Monitoring Agent agrees to review the Initial Sales Data and determine the substantive compliance of the Project with the Affordability Requirement in accordance with the rules of the Subsidizing Agency. The Monitoring Agent shall also ensure substantive compliance with the approved Marketing Plan and lottery process. Upon completion of its review of Initial Sales Data, the Monitoring Agent shall deliver to the Subsidizing Agency and the Municipality a copy of such data together with the Monitoring Agent's determination of whether the Affordability Requirement has been met. The Subsidizing Agency shall make the final determination of whether the Affordability Requirement has been met and shall notify the Municipality of its determination.

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

On resale of an Affordable Unit, at the request of the purchaser, the Monitoring Agent shall, if necessary under the terms of the Affordable Housing Restriction, issue a new Resale Price Certificate recalculating the Resale Price Multiplier in accordance with the terms of the Affordable Housing Restriction, and the purchaser may record the new Resale Price Certificate immediately after the recording of the deed to such Affordable Unit. The Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate shall apply to each subsequent resale of the Affordable Unit.

(b) Annual Reports. Until the Affordability Requirement has been met, the Monitoring Agent agrees to prepare and deliver annually a report (the "Annual Compliance Report") to the Subsidizing Agency and to the Zoning Enforcement Officer of the Municipality on compliance of the Project with the Affordability Requirement. The Annual Compliance Report shall indicate the extent of noncompliance with the relevant reporting and/or substantive requirements, describe efforts being made by the Developer to remedy such noncompliance and, if appropriate, recommend possible enforcement action by the Monitoring Agent and/or Municipality against

the Developer. The Monitoring Agent shall deliver the Annual Compliance Report within one hundred twenty (120) days of the end of each calendar year during the term of this Agreement.

(c) Supplemental Monitoring Services. The Monitoring Agent shall provide reasonable supplemental monitoring on its own initiative in order to ensure to the extent practicable (i) the compliance by the Developer with the Affordability Requirement, and (ii) the compliance by the owners of the Affordable Units with the requirements of the Affordable Housing Restrictions, including without limitation the owner-occupancy requirement and the Resale Restrictions (including recalculating the Resale Price Multiplier, if necessary). The services hereunder shall also include considerations of requests for refinancing, approval of capital improvements, further encumbrances and leasing an Affordable Unit. The services hereunder shall not include any construction monitoring. The services hereunder shall include follow-up discussions with the Developer and/or owners of the Affordable Units, if appropriate, after an event of noncompliance. The Monitoring Agent shall be entitled to a reasonable fee for supplemental monitoring services as set forth in the Homebuyer Disclosure Statement executed by the buyer of the Affordable Unit.

2. Monitoring Services Fee. The Monitoring Agent shall receive a fee of \$_____ from the Developer at the time of execution of this Agreement. Such fee shall constitute payment for the services of the Monitoring Agent with respect to compliance by the Developer with the Affordability Requirement in connection with initial sales of the Affordable Units. As provided in the Affordable Housing Restriction for each Affordable Unit, the Monitoring Agent shall receive a Resale Fee of up to two and one-half percent (2.5%) of the product of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid by the seller of the Affordable Unit at each closing as a condition precedent to closing, for the services with respect to monitoring each subsequent sales transaction for compliance with the Resale Restrictions and the other terms of the Affordable Housing Restriction. Such fee shall be payable for all transfers of Affordable Units, including those to an Eligible Purchaser or any other purchaser. If the Monitoring Agent's fee is not paid at the time of closing, the Monitoring Agent shall be entitled to payment from the purchaser of the Affordable Unit and to bring an action and seek an attachment of the interest of the purchaser in the Affordable Unit. Neither the Subsidizing Agency nor the Municipality shall have any responsibility for payment of any fee to Monitoring Agent hereunder.

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

Developer and to assert a lien on the Project to secure payment by the Developer of such fees and expenses.

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

The Monitoring Agent shall not be entitled to seek any compensation or reimbursement from the Subsidizing Agency or the Municipality in connection with the enforcement services under this Section, it being understood that the Monitoring Agent shall look solely to the reimbursement rights described above for payment of the Monitoring Agent's costs and expenses.

4. Term. The monitoring services are to be provided for so long as there is any Affordable Unit subject to an Affordable Housing Restriction. The term of this Agreement shall end on the date six (6) months after the later to occur of the latest expiration date of the term of the Affordable Housing Restriction attached to any of the Affordable Units.

5. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

6. Successor Monitoring Agent/Further Delegation/Conflict of Interest. (a) This Agreement is terminable at will by the Monitoring Agent or the Subsidizing Agency with sixty (60) days notice to the other parties. In addition, this Agreement is terminable immediately by the Subsidizing Agency should the Monitoring Agent be dissolved or become incapable of fulfilling its obligations during the term of this Agreement. In the event of termination of this Agreement, the Subsidizing Agency shall promptly appoint a successor monitoring agent to serve as Monitoring Agent for the remaining term of this Agreement.

(b) The Monitoring Agent shall not delegate all or any portion of its obligations hereunder without the prior approval of the Subsidizing Agency. If the Monitoring Agent performs any functions for the Developer, such as running the lottery, that would be subject to oversight by the Monitoring Agent, the Monitoring Agent must delegate oversight of such functions to a MassHousing-approved entity.

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

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

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

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

11. Third-Party Beneficiaries. The Subsidizing Agency, the holder of the mortgage securing the Loan (for so long as the Loan is outstanding) and the Municipality shall be entitled to enforce this Agreement and may rely on the benefits of this Agreement.

12. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the Project, whether oral or written, including without limitation, all correspondence between the parties and between counsel for their respective parties. This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject transaction, and the rights, duties, and obligations of the parties with respect thereto. In executing this Agreement, the Monitoring Agent acknowledges that the Monitoring Agent is not relying on any statement, representation, warranty, covenant or agreement of any kind made by the Developer, the Subsidizing Agency or the Municipality or any employee or agent of any of the foregoing, except for the agreements set forth herein.

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

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

[DEVELOPER]

By:

Name:

Title:

[MONITORING AGENT]

By: _____
Name:
Title:

MASSACHUSETTS HOUSING FINANCE AGENCY, as
Subsidizing Agency as aforesaid

By: Gina B. Dailey, Director of Comprehensive Permit
Programs

Brem – 40B

100 Long Ridge Road

Attachments

H. MassHousing Eligibility Letter



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

TEL: 617.854.1000 | FAX: 617.854.1091
Vp: 866.758.1435 | www.masshousing.com

June 3, 2014

Lifetime Green Homes, LLC
100 Long Ridge Road
Carlisle, MA 01741
Attention: Mr. Jeffrey Brem

**Re: TBD, Carlisle
Project Eligibility (Site Approval) Application
PE-536**

Dear Mr. Brem:

This letter is in response to your application as “Applicant” or “Developer” 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 following program (the “Program”):

- New England Fund (“NEF”) Program (“the NEF Program”) of the Federal Home Loan Bank of Boston (“FHLBB”).

The proposal is to build 20 homeownership units (the “Project”) on approximately 9.84 acres of land located at 100 Long Ridge Road (the “Site”) in Carlisle (the “Municipality”).

This letter is intended to be a written determination of Project Eligibility (“Site Approval”) in accordance with the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low or moderate-income housing subsidy program pursuant to the Guidelines which may be found at www.mass.gov/hed/economic/eohed/dhcd/legal. To the extent that Project funding is provided by a non-governmental entity such as a member bank of the FHLBB, this letter is also intended to be a determination of Project Eligibility (“Site Approval”) by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, “Housing Programs In Which Funding Is Provided By Other Than A State Agency.”

MassHousing staff 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

TBD
Carlisle, MA
PE-564

Permit Rules. As a result of our review, we have made the following findings as required pursuant to 760 CMR 56.04(1) and (4): (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) ("Final Approval"); (b) that the Site of the proposed Project is generally appropriate for residential development taking into consideration the information provided by the Municipality regarding actions previously taken to meet affordable housing needs; (c) that the conceptual project design is generally appropriate for the Site on which it is located; (d) that the proposed Project appears financially feasible within the housing market in which it will be situated based on comparable sales; (e) that an initial pro forma, including a land value determination consistent with the Guidelines, has been reviewed, and the Project appears financially feasible and consistent with the Guidelines for cost examination and limitations on profits and distributions on the basis of estimated development costs, and the Project is fundable under the Program; (f) that the Applicant would be eligible to apply as a Limited Dividend Organization in connection with an application for financing under the Program; and meets the general eligibility standards of the Program; and (g) that the Applicant controls the Site. Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto.

As noted, 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. In order to maintain eligibility under the Program the following requirements must be addressed as part of your Final Approval application submission:

1. The Applicant must 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 the U.S. Department of Housing and Urban Development (HUD). The most recent HUD income limits indicate that 80% of the current median family income for a 4-person household for the Municipality is \$67,750. Note, however, that in order to attract a sufficient number of qualified buyers for the affordable units, the initial maximum sales price for the affordable units will be calculated by MassHousing to enable a household earning not more than 70% of area median income of an appropriate size household (appropriate size equals number of bedrooms in the unit plus one) to qualify to purchase the unit under generally accepted mortgage loan underwriting standards.
2. An Affordable Housing Restriction ensuring the units remain affordable to future buyers in perpetuity will govern the affordable units.
3. The Applicant must be a limited dividend organization and agree to limit the profit on the development to not more than 20% of the Project's total development costs as determined by MassHousing.
4. In accordance with the Interagency Agreement Regarding Housing Opportunities for Families with Children dated January 17, 2014, at least 10% of the units in the Project must have three (3) or more bedrooms. Final plans for the Project must show compliance with this requirement.

5. The Applicant must comply with the Land Value Policy described in section IV (B) (1) of the Guidelines 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 \$1,882,000 plus reasonable and verifiable carrying costs (where permitted by the Guidelines) from the December 3, 2013 date of your Site Approval application.
6. The Applicant must enter into a Regulatory Agreement with MassHousing, in the standard form for the 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 must be recordable.
7. In order to satisfy the Program requirements, financing for the Project must originate from a bank that is a member of the FHLBB. Financing for a minimum of 25% of the construction costs must be obtained from the NEF Program. Evidence of a firm commitment for financing for the Project must be provided during your request to MassHousing for Final Approval. The Regulatory Agreement shall provide that any transfer of all or a portion of the NEF lender's interest (including participations or sale of servicing rights) during the entire term of the construction financing shall be subject to the approval of the Subsidizing Agency.
8. The Project must comply with the Commonwealth's Sustainable Development Principles embraced by DHCD.

The Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. Based on MassHousing's site and design review, and its review and consideration of comments received from the Municipality, the following issues should be addressed in your application to the Zoning Board of Appeals ("ZBA") for a Comprehensive Permit and fully explored in the public hearing process prior to submission of your application for Final Approval:

1. Compliance with all statutory and regulatory restrictions and conditions relating to protection of wetlands, vernal pools and wildlife habitats and nearby conservation areas, if applicable to this Site. You should provide evidence of such compliance prior to the issuance of the building permit for the Project.
2. Compliance with Title V regulations regarding the design and construction of individual wells, septic systems and wastewater treatment plants, if applicable to this Site, except to the extent waived pursuant to Title V. You should provide evidence of such compliance prior to the issuance of the building permit for the Project.

3. The Municipality is concerned that the additional 19 homes proposed for this development would significantly increase the number of homes served by the existing road network creating a public safety hazard. You have indicated that a detailed traffic study will be commissioned by you to ensure the safety of the residents. Please be prepared to discuss this issue with local officials during the public hearing.
4. The Municipality is concerned with potential impacts to groundwater quality in the vicinity of the Site, including impacts to neighboring wells due to the number of wells proposed for the Site. You have indicated that the development will comply with all applicable state regulations regarding public health. Please be prepared to discuss this issue with local officials during the public hearing.
5. The Municipality requests that you provide an adequate stormwater management plan for the Site, including erosion control measures during and after construction. You have indicated that the stormwater management system proposed for the project will include measures to control, treat, infiltrate, detain any increase in flow rate, and properly discharge stormwater runoff. In addition, you have indicated that the project will comply with all state regulations from MassDEP, as applicable. Please be prepared to discuss this issue with local officials during the public hearing.
6. The Municipality is concerned that the architectural finishes proposed for the Project are not integrated into the surrounding neighborhood, which consists primarily of homes designed in the Deck House architectural style. You have indicated that the architectural and design elements proposed are intended to compliment the older deck homes with newer styles while keeping some of the critical elements such as vertical siding, casement windows, large eaves and overhangs. Please be prepared to discuss this issue with local officials during the public hearing.
7. The Municipality requests that you provide details regarding the management of the open space elements of the Project which connect to 900 miles of public trails. You have indicated that trail markings and a management plan are reasonable and acceptable conditions. Please be prepared to discuss this issue with local officials during the public hearing.

This approval is expressly limited to the development of no more than twenty (20) homeownership units under the terms of the Program, with not less than five (5) of such units restricted as affordable homeownership units for low and moderate income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of NEF financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a Comprehensive Permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you will be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type (rental/homeownership) or a change in building type or height, you may be required to submit a new Site Approval application for review by MassHousing.

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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, 760 CMR 56.00.

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

Should a Comprehensive Permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of the 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 760 CMR 56.04(7) and the Guidelines). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of Final Approval as required at Site Approval.

Further Opportunities for Assistance from MassHousing: Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBB, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. Without limitation, we note that if the Comprehensive Permit will contain any local preference conditions, the Guidelines require that the community demonstrate that a local preference is needed and can be implemented in a way that will not have a disparate impact on protected classes. 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.

Notice Regarding Monitoring Agent: Under current procedures, MassHousing intends to delegate responsibility for monitoring compliance with the minimum affordability requirement to an entity which MassHousing deems qualified to perform the services required. Please contact MassHousing to discuss the selection of a Monitoring Agent.

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If you have any questions concerning this letter, please contact Michael Busby at 617-854-1219 or Greg Watson at 617-854-1880.

Sincerely,



Thomas R. Gleason
Executive Director

cc: Mr. Aaron Gornstein, Undersecretary, Department of Housing and Community
Development
Mr. John Gorecki, Chair, Carlisle Board of Selectmen
Mr. Timothy D. Goddard, Carlisle Town Administrator
Ms. Lisa Davis Lewis, Chair, Carlisle Zoning Board of Appeals

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Attachment 1.

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

TBD, Carlisle, MA PE-536

After the close of a 30-day review period and extension, if any, MassHousing hereby makes the following findings, based upon its review of the application, and taking into account information received during the site visit and from written comments:

(a) MassHousing finds 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. A letter of financial interest was provided by Enterprise Bank.

(b) MassHousing finds 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);

Carlisle has a current Housing Production Plan on file at DHCD however, that plan has not been certified. Carlisle has 46 Subsidized Housing Inventory (SHI) units (2.6 % of its housing inventory), which is 128 SHI units shy of the 10% SHI threshold.

(c) MassHousing finds 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);

Relationship to adjacent building typology

The Developer has proposed building nineteen (19) new single family detached homes with 2,450 square feet of living space on individual lots and renovating one (1) existing single-family home. The surrounding neighborhood is comprised primarily of existing homes built in the Deck House architectural style consisting of single-family homes on large lots.

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Building Massing

The Developer intends to build detached single-family homes in a clustered design to create some shared common areas and a sense of community.

Relationship to adjacent streets/Integration into existing development patterns

The surrounding area consists of existing single family housing on large lots in wooded setting. The proposed development is similar in character to abutting properties and the general pattern of development adjacent to the Site. A “Craftsman” style single family home will be offered with several variations of design including shed dormers, lower pitched roofs, multiple siding types, larger columns, large roof overhangs, porches and outdoor patios.

Density

The Developer intends to build nineteen (19) new homes and renovate an existing home on 9.84 acres, of which 9.34 acres are buildable. The resulting density is 2.14 units per buildable acre, which is appropriate given the proposed housing type.

Site Plan

The Developer proposes to build the homes on small individual lots with a front porch sited 20 feet to 35 feet from the edge of the road. The road design includes a small boulevard entrance to allow for signage and landscaping features. The roadway will curve and follow a gentle grade for 500 feet to a sharp right curve proceeding downhill to a cul-de-sac turnaround. The roadway width and cul-de-sac will be designed for the maneuvering of public safety equipment.

Environmental Resources

The proposed development abuts the Blood Farm Trail which connects to Estabrook Woods and other conservation open space areas and trails totaling over 900 acres of land frequently used by members of the Carlisle community

Topography

The subject property is gently rolling with some wetland areas.

Proposed Use

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

(d) MassHousing finds 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 comparable sales letter submitted by realtor Brigitte Senkler of Coldwell Banker of Concord.

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(e) 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 13.83 %. 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 \$1,882,000.

(f) MassHousing finds 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.

(g) MassHousing finds 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 9.84 acre Site under a purchase and sale agreement.

Brem – 40B

100 Long Ridge Road

Attachments

I. Executed Agreement for Reimbursement &
Certificate of Accuracy of Application

Attachment C: Agreement for Reimbursement of Expenses and Certification of Accuracy of Application

Whereas the undersigned applicant has petitioned the Carlisle Zoning Board of Appeals (“Board”) for approval of a permit and whereas the Town of Carlisle has authorized the Town Clerk / Treasurer to charge for reimbursement of legal, consulting and incidental expenses incurred on behalf of and/or for the benefit of third parties for services rendered by the Town of Carlisle;

And whereas the undersigned has requested services and/or authorizations of the Town of Carlisle that may result in the necessity to incur legal, consulting or incidental expenses on behalf of the undersigned or in consideration of the request submitted by the undersigned;

And whereas the applicant’s petition contains affirmative statements upon which the Town is asked to rely;

Now, therefore, it is agreed that the undersigned will, in accordance with all applicable law, make payment to the Town of Carlisle by providing payment to the Carlisle Town Clerk / Treasurer within five (5) days of receiving a written request for payment by the Town or its appointed designee for all anticipated and reasonable legal, consulting and incidental expenses incurred by the Town for the benefit of the undersigned or for the consideration of the request submitted by the undersigned, all as authorized by these Regulations and G.L. c.44, s.53G.

This Agreement shall be signed prior to the initiation of any action by the Board including the opening of a public hearing, where relevant.

I, as the Applicant/Agent for a permit before the Board, hereby consent to the terms of this Agreement and verify, under the pains and penalties of perjury that the application and its content are accurate and complete as of the date executed below.



Signature of Petitioner(s) 6/30/14
Date

Signature of Agent(s) _____
Date