

MASSACHUSETTS
 Department of Housing and Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

| | Project Fee | plus | Per Unit Fee |
|--------------|-------------|------|--------------|
| Municipality | \$1,000 | | \$30 |
| Non-Profit | \$1,750 | | \$40 |
| All Others | \$4,000 | | \$50 |

Mail to:

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

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or alana.murphy@mass.gov.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
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I. GENERAL INFORMATION

Community: Boylston, Massachusetts
 Name of Development: Trailside Apartments
 Site Address: 100 Shrewsbury Street
 Developer: Trailside Apartments, LLC

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 18.14± Density of Project (units/acre) 3.69±

4. Unit Count:
 Total Number of Units 60
 Market Rate 45
 Affordable 15

5. Unit Prices/Rents:
 Market Rate \$1,950 - \$2,750 per month
 Affordable \$1,471 - \$2,042 per month

Required Signatures for the
 Comprehensive Permit Project Application
 Chief Executive Official
 of Municipality:

Chair, Local Housing Partnership
 (if applicable):

Signature: _____

Signature: N/A _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) Zoning Waivers
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Town of Boylston has long recognized the need for providing affordable housing. In 2004, the Town adopted an Inclusionary Zoning bylaw. Boylston is currently engaged in parallel Housing Production Plan (HPP) and Master Plan update processes. The results and action items identified in the HPP will be incorporated into the housing element of the Master Plan. The HPP is expected to be completed in summer 2021 and the Master Plan in 2022.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name James A. Underwood, Chair Board of Selectmen
Address Town Hall, 221 Main Street, Boylston, MA 01505
Phone 508-869-2093
Email JUnderwood@boylston-ma.gov

Town Administrator/Manager

Name April Steward
Address Town Hall, 221 Main Street, Boylston MA 01505
Phone 508-869-0143, ext 221
Email asteward@boylston-ma.gov

City/Town Planner (if any)

Name Paul Dell'Aquila
Address Town Hall, 221 Main Street, Boylston, MA 01505
Phone 508-869-0143
Email townplanner@boylston-ma.gov

City/Town Counsel

Name Steven Madaus, Esq.
Address 1800 West Park Drive, Suite 400, Westborough, MA 01581-3926
Phone 508-929-1630
Email smadaus@mirickoconnell.com

Chairman, Local Housing Partnership (if any)

Name N/A
Address _____
Phone _____
Email _____

Community Contact Person for this project

Name April Steward
Address Town Hall, 221 Main Street, Boylston MA 01505
Phone 508-869-0143, ext 221
Email asteward@boylston-ma.gov

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

Name Trailside Apartments, LLC
Address 1 Golden Court, Westborough, MA 01581
Phone 508-560-5440
Email sv@svcasa.com
Tax ID 86-2156871

Contractor

Name Trailside Apartments, LLC
Address 1 Golden Court, Westborough, MA 01581
Phone 508-560-5440
Email sv@svcasa.com
Tax ID 86-2156871

Architect

Name Timothy Wentz, Gate 17 Architecture, LLC
Address 2045 Route 35, Wall, NJ 07719
Phone 856-429-2001
Email tim@gate17architecture.com
Tax ID 27-3505339

Engineer

Name Patrick Healy, P.E., Thompson-Liston Associates, Inc.
Address P O Box 570, Boylston MA 01505
Phone 508-869-6151x228
Email patrick.healy@tlainc.net
Tax ID 04-2315206

Attorney

Name Louis Levine, D'Agostine, Levine, Parra & Netburn, PC
Address 268 Main Street, Acton, MA 01720
Phone 978-206-2214
Email llevine@dlpnlaw.com
Tax ID 04-2531617

Housing Consultant

Name MCO & Associates, Inc.
Address 206 Ayer Road, Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email markohagan@mcoassociates.com
Tax ID 04-3316531

Marketing/Lottery Agent

Name MCO & Associates, Inc.
Address 206 Ayer Road, Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email markohagan@mcoassociates.com
Tax ID 04-3316531

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: See Attachment

| Project Summary | Project #1 | Project #2 | Project #3 | Project #4 |
|----------------------------------|------------|------------|------------|------------|
| Project Name: | | | | |
| Community Address: | | | | |
| Housing Type: | | | | |
| Number of Units: | | | | |
| Total Development Costs: | | | | |
| Subsidy Program (if applicable): | | | | |
| Date Completed: | | | | |
| Reference: Name and Telephone #: | | | | |

2. Contractor: See Attachment

| Project Summary | Project #1 | Project #2 | Project #3 | Project #4 |
|----------------------------------|------------|------------|------------|------------|
| Project Name: | | | | |
| Community Address: | | | | |
| Housing Type: | | | | |
| Number of Units: | | | | |
| Total Development Costs: | | | | |
| Subsidy Program (if applicable): | | | | |
| Date Completed: | | | | |
| Reference: Name and Telephone #: | | | | |

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No

If yes, please explain. Developer and Contractor. Although Developer and Contractor have not previously developed a Chapter 40B project, the remaining members of the team have experience in Chapter 40B projects.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

If yes, please explain. _____

_____.

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is _____ (Title) of _____ (Legal Name of Applicant) and that the information requested below for the project known as _____ (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: _____

Date _____

V. PROJECT INFORMATION

| | | |
|----|---------------------|-----------------------|
| 1. | Type of Housing: | Total Number of Units |
| | Single-Family House | <u>0</u> |
| | Condo | <u>0</u> |
| | Rental | <u>60</u> |
| | Other | <u>0</u> |

2. Total Number of Units Affordable 15 Market 45

| | | |
|----|-------------------------------|-----------------------|
| 3. | Project Style: | Total Number of Units |
| | Detached single-family house | <u>0</u> |
| | Rowhouse/townhouse | <u>0</u> |
| | Duplex | <u>0</u> |
| | Multifamily house (3+ family) | <u>0</u> |
| | Multifamily rental building | <u>60</u> |
| | Other (specify) | <u>0</u> |

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:

Buildings 4.6% Parking & Paved Areas 7.3%
 Usable Open Space 44.7% Unusable Open Space 43.4%

6. Is any portion of the project designed for non-residential use? Yes
 If yes, explain the non-residential uses. Shared parking and access easement with an adjacent commercial lot

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
The project site is designed to maximize open space, minimize the removal of mature vegetation, and maximize the recharge of treated stormwater to sustain the drinking water supply.

B. How will the project maximize energy efficiency and meet Energy Star Standards? As well as Energy Star appliances, the buildings will meet the Massachusetts Stretch Code resulting in a 15% increase in energy efficiency than the current building codes.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?
The following design items reduce energy and water consumption: High performance HVAC systems; Water saving faucets and shower heads, Water saving lavatories, Tankless hot water heaters, Energy Star rated appliances.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

| Type of Unit | # of Units | # of Bdrms | # of Baths | Gross Sq. Ft. | # of Parking Spaces | Sales Price/Rent | Condo Fee | Handicap Accessible |
|--------------|------------|------------|------------|---------------|---------------------|------------------|-----------|----------------------------------|
| Affordable | <u>3</u> | <u>1</u> | <u>1</u> | <u>813</u> | _____ | <u>\$1,471</u> | _____ | X # <u>3</u> |
| | <u>9</u> | <u>1</u> | <u>1</u> | <u>945</u> | _____ | <u>\$1,471</u> | _____ | X # <u>9</u> |
| | <u>1</u> | <u>2</u> | <u>2</u> | <u>1,155</u> | _____ | <u>\$1,766</u> | _____ | X # <u>1</u> |
| | <u>2</u> | <u>3</u> | <u>2</u> | <u>1,618</u> | _____ | <u>\$2,041</u> | _____ | X # <u>2</u> |
| Market | <u>7</u> | <u>1</u> | <u>1</u> | <u>813</u> | _____ | <u>\$1,950</u> | _____ | X # <u>7</u> |
| | <u>29</u> | <u>1</u> | <u>1</u> | <u>945</u> | _____ | <u>\$2,100</u> | _____ | X # <u>29</u> |
| | <u>3</u> | <u>2</u> | <u>2</u> | <u>1,155</u> | _____ | <u>\$2,400</u> | _____ | X # <u>3</u> |
| | <u>6</u> | <u>3</u> | <u>2</u> | <u>1,618</u> | _____ | <u>\$2,750</u> | _____ | X # <u>6</u> |
| Other | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> # _____ |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> # _____ |

VI. SITE INFORMATION

1. Total Acreage 18.14 Total Buildable Acreage 5.82

2. Describe the current and prior uses of the subject site:
Approximately one quarter of the site is open field where a previous earth removal operation was conducted. The remainder of the site is wooded.

Existing buildings on site? Yes No
If yes, describe plans for these buildings:

3. Current Zoning Classification:

Residential _____ (minimum lot size) _____

Commercial Industrial _____ Other Split between Route 140 Business and Flexible Business Zoning Districts in a commercial corridor.

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? 7.5 acres

If yes, attach map of site noting wetland areas.

Is map attached? Yes No Wetlands are shown on the existing conditions plan.

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No Flood Zone AE is on the existing conditions plan.

6. 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

7. Is the site within a Historic District? Yes No
If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

| | | | | | |
|----------------------------------|-------------------------------------|----------------|-------------------------------------|----------------|-------------------------------------|
| Public Sewer | <input type="checkbox"/> | Private Septic | <input checked="" type="checkbox"/> | Public Streets | <input checked="" type="checkbox"/> |
| Public Water | <input checked="" type="checkbox"/> | Private Wells | <input type="checkbox"/> | Private Ways | <input type="checkbox"/> |
| Natural Gas | <input checked="" type="checkbox"/> | Electricity | <input checked="" type="checkbox"/> | | |
| On-site Sewer Treatment Facility | <input type="checkbox"/> | | | | |
| Other | <input type="checkbox"/> | Explain: | _____ | | |

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. _____.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? We anticipate that waivers will include multifamily use, building height, side yard setbacks, site plan review, and special permit within the wellhead protection overlay district. Depending upon the results of official soil tests, it may become necessary to request waivers of the local Board of Health Rules which exceed the authority of Title 5 (310CMR15).

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

- A. Owned by Developer _____
- B. Under Purchase and Sale Agreement _____
- C. Under Option _____

Seller: _____ Buyer:

Is there an identity of interest between the Buyer and Seller? If yes, please explain:
No _____.

Date of Agreement 12/6/2019 Expiration Date June 6, 2022

Extensions granted? Yes No Date of Extension June 6, 2022 as extended.

Purchase Price \$836,000.00

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. **Construction Information**

| <u>Foundations</u> | # Mkt. Units | # Aff. Units | Attic | # Mkt. Units | # Aff. Units |
|-------------------------------|-----------------|-----------------|------------|-----------------|-----------------|
| Slab on Grade | <u>45</u> | <u>15</u> | Unfinished | <u>0</u> | <u>0</u> |
| Crawl Space | _____ | _____ | Finished | _____ | _____ |
| Full Basement | _____ | _____ | Other | _____ | _____ |
| | # Mkt. Units | # Aff. Units | Parking | # Mkt. Units | # Aff. Units |
| <u>Exterior Finish</u> | | | | | |
| Wood | _____ | _____ | Outdoor | <u>41</u> | <u>33</u> |
| Vinyl | <u>45</u> | <u>15</u> | Covered | _____ | _____ |
| Brick | _____ | _____ | Garage | <u>60</u> | _____ |
| Fiber Cement | <u>45</u> | <u>15</u> | Bicycle | <u>12</u> | <u>4</u> |
| Other | _____ | _____ | | | |

Heating System

Fuel: Oil X Gas X Electric Other

Distribution method (air, water, steam, etc.): Forced Air

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:

- Vinyl Windows
- Paint (low VOC)
- Carpet and Pad (low VOC)
- Drywall
- MDF Doors
- Energy Star Rated Appliances

Modular Construction

If modular construction will be used, explain here:

Amenities

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

Yes

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: The site is generally bordered northerly by a commercial corridor with various retail, banking, and service businesses nearby, including the post office and small scale restaurants; easterly by two single family residences and a self storage facility, and beyond that a planned large scale distribution center; southerly by single family residences, and westerly by the Boylston Elementary School on the opposite side of Sewall Street, and a commercial warehouse/distribution center.

2. What is the prevailing zoning in the surrounding neighborhood?
Several commercial zones are in the area, including the Route 140 Business District, mostly focused on small scale commercial facilities, the Flexible Business District allows for a greater mix of uses and much larger developments, the Residential District to the south is mainly low density single and two family residences. Another multi-family rental property exists on the north side of Route 140 in the MU District, and there are several other smaller scale rental units on East Temple Street within 1000 feet of the site.

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

A recently completed development in the vicinity is another multi-family rental community of approximately 60 units, so it is very compatible from that perspective. Ample infrastructure exists to support the development. Recent improvements along the Route 140 corridor also include gas station rebuilds with convenience stores and Dunkin Donuts, gyms, banks, and a large scale FedEx distribution center. Approximately one half mile south of the project on Sewall Street, single and two family residential developments are under construction, one of which is age restricted for over-55.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

Many personal services are available in the immediate vicinity, including small scale restaurants, retail, liquor stores, gas stations, a drive-thru coffee shop, banks, and various personal fitness providers. Boylston Elementary School, to the immediate west of the site, has playgrounds and open fields. Boylston's municipal offices and recreation spaces are located on a 200-acre property approximately one mile away, with many opportunities for active and passive recreation, and connections to trails on the publicly owned Wachusett watershed lands. Shopping centers are located nearby in Worcester and Shrewsbury, only minutes away. Access to the regional transportation network is merely 1.5 mile away to Route I-290, providing access to larger shopping centers and Worcester.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

Density of recent residential development in the area is generally the same as the density that is proposed on this site. Because of its proximity to the Wellhead protection zone that protects Boylston's groundwater supply, there are limitations on the density of sewage per acre. Multi-family housing is wisely situated near a regional transportation route rather than on a back road. Particularly on this site, the proposed scheme develops only a small part of the site, leaving large swaths of wooded open space intact.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

Very limited bus routes are available in the Worcester suburbs, though one can call to get door to door pickup by WRTA vans. Commuter Rail stations are nearby in downtown Worcester (8.2 miles away) and Shrewsbury (7.7 miles).

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds:

None

Describe the form of financial surety to be used to secure the completion of cost certification for this project

Cash Bond

X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

Ownership Pro Forma

| | Total Costs | Per Unit | Per Sq. Ft. | % of Total |
|--|----------------------------|-------------------------|------------------------|---------------------|
| (a) Site Acquisition | <u>\$800,000</u> | <u>\$13,333</u> | <u>\$10.90</u> | <u>5.2%</u> |
| Hard Costs: | | | | |
| Earth Work | <u>\$1,500,000</u> | <u>\$25,000</u> | <u>\$20.44</u> | <u>9.8%</u> |
| Site Utilities | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Roads & Walks | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Site Improvement | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Lawns & Planting | <u>\$100,000</u> | <u>\$1,667</u> | <u>\$1.36</u> | <u>0.7%</u> |
| Demolition | <u>N/A</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Unusual Site Conditions | <u>N/A</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| (b) Total Site Work | <u>\$1,600,000</u> | <u>\$26,667</u> | <u>\$21.80</u> | <u>10.4%</u> |
| Concrete | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Masonry | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Metals | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Carpentry | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Roofing & Insulation | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Doors & Windows | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Interior Finishes | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Cabinets & Appliances | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Plumbing & HVAC | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| Electrical | <u>Included</u> | <u>\$</u> | <u>\$</u> | <u>_____</u> |
| (c) Total Construction | <u>\$9,802,733</u> | <u>\$163,379</u> | <u>\$133.58</u> | <u>63.9%</u> |
| (d) General Conditions | <u>\$677,390</u> | <u>\$11,290</u> | <u>\$9.23</u> | <u>4.3%</u> |
| (e) Subtotal Hard Costs (a+b+c+d) | <u>\$12,880,123</u> | <u>\$214,669</u> | <u>\$175.52</u> | <u>83.9%</u> |
| (f) Contingency | <u>\$565,000</u> | <u>\$9,417</u> | <u>\$7.70</u> | <u>3.7%</u> |
| (g) Total Hard Costs (e+f) | <u>\$13,445,123</u> | <u>\$224,408</u> | <u>\$183.36</u> | <u>87.6%</u> |

| Soft Costs: | <u>\$</u> | <u>\$</u> | <u>\$</u> | |
|--|---------------------|------------------|-----------------|--------------|
| Permits/Surveys | \$212,000 | \$3,533 | \$2.89 | 1.4% |
| Architectural | \$220,000 | \$3,667 | \$3.00 | 1.4% |
| Engineering | \$65,000 | \$1,083 | \$0.89 | 0.4% |
| Legal | \$65,000 | \$1,083 | \$0.89 | 0.4% |
| Bond Premium | Included | \$ | \$ | |
| Real Estate Taxes | \$35,000 | \$583 | \$0.48 | 0.2% |
| Insurance | \$50,000 | \$833 | \$0.68 | 0.3% |
| Security | Included | \$ | \$ | |
| Developer's Overhead | \$75,000 | \$1,250 | \$1.02 | 0.5% |
| General Contractor's Overhead | \$339,000 | \$5,650 | \$4.62 | 2.2% |
| Construction Manager | \$50,000 | \$833 | \$0.68 | 0.3% |
| Property Manager | Included | \$ | \$ | |
| Construction Interest | \$350,000 | \$5,833 | \$4.77 | 2.3% |
| Financing/Application Fees | \$220,000 | \$3,667 | \$3.00 | 1.4% |
| Utilities | Included | \$ | \$ | |
| Maintenance (unsold units) | N/A | \$ | \$ | |
| Accounting | \$35,000 | \$583 | \$0.48 | 0.2% |
| Marketing | \$108,000 | \$1,800 | \$1.47 | 0.7% |
| (h) Subtotal Soft Costs | \$1,824,000 | \$30,400 | \$24.86 | 11.9% |
| (i) Contingency | \$75,000 | \$1,250 | \$1.02 | 0.5% |
| (j) Total Soft Costs (h+i) | \$1,899,000 | \$31,650 | \$25.88 | 12.4% |
| (k) Total Development Costs (g+j) | \$15,344,123 | \$255,735 | \$209.10 | 100% |

Profit Analysis (should conform to the pro forma)

Sources:

Equity \$4,441,120
Loan \$10,903,003
Public grants \$ _____
(A) Total Sources **\$15,344,123**

Uses:

Construction Contract Amount \$15,344,123
(B) Total Development Costs **\$15,344,123**

Profit:

(C) Total Profit (A-B) \$ _____
(D) Percentage Profit (C/B) \$ _____

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage 73,382
Residential Construction Cost per Sq. Ft. \$175.52
Total Hard Costs per Sq. Ft. \$33.58
Total Development Costs per Sq. Ft. \$209.10
Sales per Sq. Ft. \$ _____
(do not include proceeds from public grants)

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

| | Phase 1 | Phase 2 | Phase 3 | Total |
|----------------------------|-----------|---------|---------|-------|
| Number of affordable units | <u>15</u> | _____ | _____ | _____ |
| Number of market units | <u>45</u> | _____ | _____ | _____ |
| Total by phase | <u>60</u> | _____ | _____ | _____ |

Please complete the following chart with the appropriate projected dates:

| | Phase 1 | Phase 2 | Phase 3 | Total |
|------------------------------------|-----------------|---------|---------|-------|
| All permits granted | <u>60</u> | _____ | _____ | _____ |
| Construction start | <u>60</u> | _____ | _____ | _____ |
| Marketing start – affordable units | <u>45</u> | _____ | _____ | _____ |
| Marketing start – market units | <u>15</u> | _____ | _____ | _____ |
| Construction completed | <u>12/31/22</u> | _____ | _____ | _____ |
| Initial occupancy | <u>1/1/23</u> | _____ | _____ | _____ |

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender
4. Map of community showing location of site
5. Check payable to DHCD
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. 21E summary (if applicable)
9. Photographs of existing building(s) and/or site
10. Site Plan showing location of affordable units
11. Sample floor plans and/or sample elevations
12. Proposed marketing and lottery materials

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.

1.
**TEAM EXPERIENCE -
DEVELOPER/CONTRACTOR
QUALIFICATIONS**

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

The following are projects the members of Trailside Apartments, LLC have individually and/or collectively developed:

- Boylston, Pine Creek – 26 single family homes, 1984, Approximately \$3 million
- Holden, Wagner Meadows – 28 single family homes, 2004, Approximately \$17 million
- Holden, Bullard Estates – 10 single family homes, 2007, Approximately \$6 million
- Hopkinton, Jordan Road – 9 single family homes, 1986, Approximately \$2 million
- Northborough, Maynard Woods – 30 single family homes, 2002, Approximately \$2.1 million
- Shrewsbury, Sheehan Acres – 12 single family homes, 1987, Approximately \$5 million
- Shrewsbury, Wyman Farms Condominiums - 26 condominium units, in progress 2021, Approximately \$16 million
- Sturbridge, Highlands - 36 condominium units – 2003, Approximately \$16 million
- Sturbridge, Sanctuary – 28 condominium units, 2005, Approximately \$13 million
- Sutton, Glen Oaks - 12 single family homes, 1982, Approximately \$1.6 million
- Upton, Thayer Road - 32 single family homes, 1985, Approximately \$3.6 million
- Westborough, Orchard Estates – 58 single family homes, 1997, Approximately \$45 million
- Westborough, Orchard Hill Condominiums - 100 condominium units, 2004, Approximately \$4.8 million.
- Westborough, The Ridings – 42 single family homes, 1999, Approximately \$19 million
- West Boylston, Brooks Crossing – 39 single family homes, 1982, Approximately \$12 million
- Bellingham, Pine Hollow Condominiums - 36 condominium units, 2019, Approximately \$14 million
- Berlin, Highland Ridge Condominiums – 66 condominium units, in progress beginning 2021
- Boylston, The Brookside Apartments - 66 apartment units, 2020, Approximately \$18 million
- Grafton, Gristmill Village – 10 single family homes, 2020, Approximately \$6 million
- Medway, Millstone Village Condominiums – 80 condominium units, 2014, Approximately \$42 million
- Millbury, Cobblestone Village Apartments – 72 apartment units, 2019, Approximately \$21 million
- Needham, Riverside Condominiums – 10 condominium units, 2019, Approximately \$10 million
- North Attleboro, The Estates - 46 single family homes and condominium units, in progress 2021
- Northbridge, Fairway - 24 condominium units and homes, 2016, Approximately \$13 million
- Walpole, Brookside Village Condominiums – 30 condominium units, 2018, Approximately \$21 million
- Needham/Wellesley/Newton/Natick/Dover/Westwood/Weston - 60 single family homes, Approximately \$95 million

2.

**LETTER OF SUPPORT SIGNED BY CHIEF
ELECTED OFFICER OF MUNICIPALITY**

3.

**SIGNED LETTER OF INTEREST FROM A
CONSTRUCTION LENDER**

February 12, 2021

Trailside Apartments
Attn: Mr. Steven Venincasa

Dear Mr. Venincasa:

BankHometown appreciates the opportunity you have provided us with regards to the financing of construction of a **multi-story, 60 Unit Apartment Complex known as Trailside Apartments in Boylston, MA.**

If we are awarded the opportunity to assist you with this financing request, the following items will be required:

- Copy of Permits and Approvals necessary to construct the subject property;
- Full set of all construction plans, specs and budget to construct the subject property;
- Organizational Structure of the owning entity, supported by Organizational Documents;
- Copy of Existing Environmental of the subject properties (if available);
- Copy of an Appraisal on the Subject Property ordered by and addressed to Hometown Bank

All Environmental Reports and Appraisal Reports must be paid for up front by the borrower prior to the Bank ordering.

Once again, we appreciate the opportunity you have given us and we look forward to working with you on this project.

Sincerely,

Jane W Loranger

Jane W. Loranger
Vice President
Commercial Lending
BankHometown



Member FDIC
Member SIF

MA Locations: Athol, Auburn, Lancaster, Leominster, Millbury, Oxford, Sturbridge, Webster, Worcester
CT Locations: Brooklyn, Killingly, Putnam, Thompson, Woodstock

February 12, 2021

Trailside Apartments
Attn: Mr. Steven Venincasa

Dear Mr. Venincasa

Re: Financing the construction of a **multi-story, 60 Unit Apartment Complex known as Trailside Apartments in Boylston, MA.**

It is my pleasure to provide the proposed outline of terms and conditions that BankHometown (the "Bank") is considering for an extension of credit.

The terms and conditions herein are provided for discussion purposes only and do not constitute an offer, agreement or commitment to lend. The actual terms and conditions upon which the Bank may extend credit are subject to satisfactory completion of due diligence, Bank approval, satisfactory review of documentation and other terms and condition as may be determined by the Bank at its sole discretion.

The Bank very much looks forward to discussing the proposed term loan with you.

Borrower: TBD

Project Name: Trailside Apartments

Guarantor: Unlimited Personal Guaranty of Steven F. Venincasa

Upon completion of construction, stabilization, an updated appraisal indicating a maximum loan to value of 65%, the subject property maintaining a debt service coverage ratio of 1.35X as evidenced by federal tax returns or CPA prepared financial statements and the loan is in good standings with the Bank, the Bank would release the above mentioned guarantor.

Collateral: First mortgage and assignment of rents and leases on the property known as Trailside Apartments Boylston MA. First UCC 1 Filing and Collateral Assignment of all current and future Contracts, Plans, Specs, Permits, and Approvals associated with the subject property.

Amount of Loan: The Bank would fund a maximum of 80% of the project cost or \$12,250,000. The Borrowers 20% equity injection would be required prior to any funds are advanced by the Bank.

Loan to Value: The lesser of 75% Loan to Value or 80% Loan to Cost

Term / Amortization: Initial Term of 10 years with 24 months Interest only during construction and stabilization. Stabilization is defined at 80% occupancy of the subject property. Upon approval by the Bank, the Bank may extend the interest only period for up to 6 additional months if the property has not reached stabilization.



Thereafter the loan will convert to Principal and Interest Payments over the remaining initial term and payments will be based on an amortization of 28 Years.

Interest Rate:

Fixed Construction Rate (5 Year Rate)

Fixed for 5 years based on the 5-year FHLB Boston Classic Advance Rate plus 285Bps. (As of February 12, 2021, the current 5-year FHLB Boston Classic Advance Rate was .89% resulting in a Note rate of 3.74%, however at no time shall the rate be set below the Floor Rate of 3.75%)

Origination Fee: 15 basis point origination fee

Prepayment: Prepayment penalty will be fixed during the Interest Only period at 5% of the total loan commitment, thereafter the prepayment will decline over the remaining rate term at 2% and 1% for the last year of the fixed rate option, based on the scheduled outstanding balance.

Financial Covenants:

- Pre-Distribution minimum debt service coverage rate of 1.35x must be maintained during the life of the loan.
(Debt Service Coverage Ratio shall be defined as the ratio of (i) earnings before interest, taxes, depreciation and amortization, relating to the Premises, less distributions to (ii) the annual principal and interest payments, plus dividends.)
- Post-Distribution minimum debt service coverage rate of 1.10X must be maintained during the life of the loan.
(Debt Service Coverage Ratio shall be defined as the ratio of (i) earnings before interest, taxes, depreciation and amortization, relating to the Premises, plus distributions to (ii) the annual principal and interest payments, plus dividends.)

Non-Financial Conditions:

- The Bank to require and order an updated environmental site assessment evidencing an environmental status acceptable to the Bank in addition the Bank will accept an environmental site assessment report ordered by the borrowers, addressed specifically to the Bank or accompanied by a reliance letter addressed to the Bank.
- The Bank to require and order an updated Appraisal satisfactory to the Bank indicating a maximum loan to value of 75%.
- The Bank to require that all Construction Plans & Budget to be reviewed by third party engineer. In addition all site inspections would be completed by the third party engineer.
- The borrower to establish as Replacement / Maintenance Reserve Account at BankHometown. The borrower will be required to fund this account at a minimum annually at a rate of \$265 per residential and \$0.25 per sq. ft. of retail. This reserve will be used for future maintenance and or repairs on the subject property.



Financial Statements: During the term of the loan, within 120 days following the end of each filing year, the Borrower shall supply the Bank with typical financial reporting relative to the property, but not limited to the following:

- New Leases
- Tax Returns

The borrower will also furnish any other pertinent property related information as reasonably requested by the Bank from time to time during the term of the loan.

Indemnification and Expenses: The loan shall be made without cost to the Bank. All expenses in connection with this loan including, without limitation, to attorney fees, appraisal costs, environmental costs, property condition reports, and UCC recording fees, shall be due and payable at or prior to closing by the borrower.

Thank you very much for the opportunity to allow BankHometown to provide you with the proposed loan terms. The Bank very much looks forward to discussing further with you these proposed loan terms. Should there be any questions, please feel free to contact me directly at 508.864.4299

Sincerely,

Jane W Loranger

Jane W. Loranger
Vice President
Commercial Lending
BankHometown

By signing below I hereby accept the terms and conditions of this proposal.

By: _____

_____ Date

4.

**MAP OF COMMUNITY SHOWING
LOCATION OF SITE**



Google E

Imagery Date: 9/20/2019 42°19'59.24" N 71°44'13.16" W elev 0 ft eye alt

I-290 Interchange 23

Bank & Gym

Dunkin' Donuts & C-Store

Restaurant



New 55+ Homes

New 2-Family Homes

Worcester Pistol Club

New Single and Two Family Homes

Boylston Elementary School

Bank & Gym

Commercial Strip with Post Office, Restaurants

Town Land

New Apartment Complex

SUBJECT SITE



Townhouse Community

Wachusett Reservoir Lands

Google E

5.

CHECK PAYABLE TO DHCD

6.

**RATIONALE FOR CALCULATION OF
AFFORDABLE PURCHASE PRICES OR
RENTS**



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2021 Income Limits

PROPERTY: Trailside Apartments, Boylston

FMR AREA: Worcester

FINANCING PROGRAM: DHCD

Utility Allowance: Shrewsbury Housing Authority Effective: 6/25/2019

| Worcester | Household Size | 80% Median Income | Monthly Income | Max Rent* | Utility Allowance | Final Rent |
|-----------|----------------|-------------------|----------------|-----------|-------------------|------------|
| 1 Bedroom | 2 | \$62,800 | \$5,233 | \$1,569 | \$132 | \$1,437 |
| 2 Bedroom | 3 | \$70,650 | \$5,887 | \$1,766 | \$169 | \$1,597 |
| 3 Bedroom | 4 | \$78,500 | \$6,541 | \$1,962 | \$211 | \$1,751 |

*30%

| Tenant Paid Utilities -- Per Bedroom Count | Per Bedroom Count | | |
|--|-------------------|-------|-------|
| | One | Two | Three |
| Heat Gas | \$49 | \$64 | \$77 |
| Cooking-Electric | \$6 | \$8 | \$10 |
| Other Electric | \$36 | \$46 | \$55 |
| Water Heat-Gas | \$16 | \$21 | \$26 |
| Water | \$25 | \$30 | \$43 |
| Sewer | \$0 | \$0 | \$0 |
| Other | \$0 | \$0 | \$0 |
| Total | \$132 | \$169 | \$211 |

Completed By: MCO Date: 2/22/2021



FY 2020 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](https://www.huduser.gov/portal/datasets/fmr) [HUD User Home](https://www.huduser.gov/portal/datasets/fmr) [Data Sets](https://www.huduser.gov/portal/datasets/fmr) [Fair Market Rents](https://www.huduser.gov/portal/datasets/fmr) [Section 8 Income Limits](https://www.huduser.gov/portal/datasets/fmr) [MTSP Income Limits](https://www.huduser.gov/portal/datasets/fmr) [HUD LIHTC Database](https://www.huduser.gov/portal/datasets/fmr)

FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

| FY 2020 Income Limit Area | Median Family Income Explanation | FY 2020 Income Limit Category | Persons in Family | | | | | | | |
|---|---|---|-------------------|--------|--------|---------------|--------|--------|--------|---------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Worcester, MA HUD Metro FMR Area | \$98,200 | Very Low (50%) Income Limits (\$) Explanation | 34,400 | 39,300 | 44,200 | 49,100 | 53,050 | 57,000 | 60,900 | 64,850 |
| | | Extremely Low Income Limits (\$)* Explanation | 20,650 | 23,600 | 26,550 | 29,450 | 31,850 | 35,160 | 39,640 | 44,120 |
| | | Low (80%) Income Limits (\$) Explanation | 54,950 | 62,800 | 70,650 | 78,500 | 84,800 | 91,100 | 97,350 | 103,650 |

NOTE: Boylston town is part of the **Worcester, MA HUD Metro FMR Area**, so all information presented here applies to all of the **Worcester, MA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Worcester, MA HUD Metro FMR Area**.

The **Worcester, MA HUD Metro FMR Area** contains the following areas:

WORCESTER COUNTY, MA TOWNS OF Auburn town, MA; Barre town, MA; Boylston town, MA; Brookfield town, MA; Charlton town, MA; Clinton town, MA; Douglas town, MA; Dudley town, MA; East Brookfield town, MA; Grafton town, MA; Holden town, MA; Leicester town, MA; Millbury town, MA; Northborough town, MA; Northbridge town, MA; North Brookfield town, MA; Oakham town, MA; Oxford town, MA; Paxton town, MA; Princeton town, MA; Rutland town, MA; Shrewsbury town, MA; Southbridge Town city, MA; Spencer town, MA; Sterling town, MA; Sturbridge town, MA; Sutton town, MA; Uxbridge town, MA; Webster town, MA; Westborough town, MA; West Boylston town, MA; West Brookfield town, MA; Worcester city, MA; and Worcester city, MA.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Locality: **Shrewsbury Housing Authority, MA** Unit Type: **Low Rise: 3 or 4 Stories** Date: **June 25, 2019**

| Utility or Service | Monthly Dollar Allowance | | | | | | |
|------------------------------------|--------------------------|-------|--------|---------|---------|------|------|
| | EFF | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR |
| Heating: | | | | | | | |
| a. Natural Gas | 39 | (49) | (64) | (77) | 105 | | |
| b. Bottle Gas | 62 | 83 | 114 | 139 | 170 | | |
| c. Oil/Electric | 61/62 | 83/69 | 113/95 | 138/116 | 168/141 | | |
| d. Coal/Other | | | | | | | |
| Cooking: | | | | | | | |
| a. Natural Gas | 4 | 6 | 8 | 10 | 13 | | |
| b. Bottle Gas | 14 | 19 | 25 | 31 | 39 | | |
| c. Electric | 5 | (6) | (8) | (10) | 12 | | |
| d. Coal/Other | | | | | | | |
| Other Electric | 28 | (36) | (46) | (55) | 64 | | |
| Air Conditioning | | | | | | | |
| Water Heat: | | | | | | | |
| a. Natural Gas | 12 | (16) | (21) | (26) | 33 | | |
| b. Bottle Gas | 30 | 42 | 54 | 66 | 84 | | |
| c. Oil/Electric | 26/25 | 36/33 | 46/44 | 56/53 | 72/63 | | |
| d. Coal/Other | | | | | | | |
| Water | 23 | (25) | (30) | (43) | 56 | | |
| Sewer | 19 | 28 | 46 | 64 | 82 | | |
| Trash Collection | | | | | | | |
| Range / Microwave | | | | | | | |
| Refrigerator | | | | | | | |
| Natural Gas Customer Charge | 9 | 9 | 9 | 9 | 9 | | |

ACTUAL FAMILY ALLOWANCE to be used by family to compute allowances. Complete below for actual unit rented.

| Name of Family | Utility or Service | Per Month Cost |
|----------------|--------------------|----------------|
| | Heating | \$ |
| | Cooking | |
| | Other Electric | |
| | Air Conditioning | |
| | Water Heating | |
| | Water | |
| | Sewer | |
| | Trash Collection | |
| | Range/Microwave | |
| | Refrigerator | |
| Other | | |
| | Total | \$ |

Number of Bedrooms

7.

**COPY OF SITE CONTROL
DOCUMENTATION**

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is executed and shall be effective as of the Effective Date (as defined in Section 21 (k), below), by and between **DMG REALTY TRUST** under Declaration of Trust dated September 10, 1999 having a mailing address of 47 DeWitt Rd., Sutton, MA 01590 ("Seller"), and **Elite Home Builders, LLC**, a Massachusetts limited liability company having a mailing address of 1 Court, Westborough, MA 01581 (the "Buyer") who acknowledge that the following recitals are a material part of this Agreement:

RECITALS:

Seller is the owner, in fee simple, of a parcel of real estate containing approximately eighteen (18) acres of unimproved land located on Shrewsbury Street in the Town of Boylston, Worcester County, Massachusetts, which is more particularly depicted on the plan attached hereto as Exhibit A. Hereinafter, the parcel owned by the Seller, including the land Seller recently transferred to the RW Route 140 LLC, shall be referred to as the "Land" and the eighteen acres Buyer is to purchase is referred to as the "Property". The Property shall include all of the Seller's rights, title and interest in and to any street, road, avenue or way, open or proposed, in front of or otherwise adjoining or abutting said property, together with all rights, privileges and appurtenances thereto, and with the benefit of any and all easements, rights of way, reservations, restrictions and encumbrances of record, to the extent that the same are now in force and applicable, and also including all of the Seller's rights, title and interest in, to and with respect to any and all utility agreements, if applicable, governmental permits, licenses and approvals, engineering plans and data, and any other agreements and rights relating to the Property.

A. For Seller's title to the Property, see deed dated October 21, 1999 and recorded with the Worcester District Registry of Deeds in Book 21976, Page 373.

B. Buyer desires to purchase the Property and Seller desires to sell the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller (each a "Party", or collectively, the "Parties") agree as follows:

1. **Purchase and Sale**. Seller agrees to sell, and Buyer agrees to purchase the Property for the purchase price specified herein and subject to the terms and conditions hereinafter set forth.

Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Eight Hundred Thirty Six Thousand (\$836,000.00) Dollars of which the sum of One Thousand (\$1,000.00) Dollars was paid by the Buyer and shall be held by the Listing Agent in a non-interest bearing account pursuant to this Agreement; and Nine Thousand (\$9,000.00) Dollars shall be paid by Buyer upon the signing of this Agreement to be held by the Seller's attorney in a non-interest bearing account pursuant to this Agreement; with the balance of the purchase price to be due upon delivery of the deed. Any funds required as payment for one or two of the three (3) month extensions of the Due Diligence period pursuant to this Agreement shall also be construed to be part of the "Deposit" and shall be paid by wire, certified cashier's, treasurer's or bank check(s).

2. **Due Diligence.** The initial Due Diligence Period shall be defined to be that time span up to 5:00 pm EST on the date which is six months after the Effective Date of the Offer, i.e., expiration of Due Diligence shall expire on May 6, 2020; with additional specifics to follow.

Buyer may terminate this Agreement by written notice to Seller at any time within the Due Diligence Period based solely upon the failure of the conditions stated herein or, if within the initial Due Diligence Period, any other reason. If Buyer so elects to terminate the Agreement, then the Buyer may deliver a written notice to Seller (herein a "Termination Notice"). If the Buyer delivers such a Termination Notice to the Seller within the initial Due Diligence period, then this Agreement will terminate, the deposit will be returned to Buyer and neither party shall have any further rights or liability to the other hereunder, except as hereinafter specifically provided in this Agreement. If the Buyer does not timely issue a Termination Notice, and the Due Diligence Period has not been duly extended, then the full amount of the Deposit paid to date shall become non-refundable, will be applied as a credit against the Purchase Price that is otherwise due under this Agreement, and the Parties will proceed to Closing.

Buyer shall have until the end of the Due Diligence Period, as may be extended, to physically inspect the Property, determine what engineering studies are needed and undertake such studies, conduct appraisals, pursue permitting, examine the Property for the presence of hazardous materials, and to otherwise conduct such due diligence as Buyer, in its sole and absolute discretion, deems appropriate, including, without limitation, the following:

(a) Buyer shall perform a title examination and may obtain a Title Commitment and Survey, as each is hereinafter defined, as required under Section 3 and Section 4 of this Agreement. Any contingencies associated with the Title (for title matters as of record as of December 15, 2019) and/or Survey shall be raised on or before January 30, 2020 or this contingency shall lapse on said date. Any title issues that arise or appear of record after the date of this Agreement shall not be deemed waived if not objected to by the end of the Due Diligence Period.

(b) Buyer and its agents shall have the right to enter upon the Property to make and conduct any and all engineering tests and inspections that Buyer deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. No testing may commence, and no information shall be provided by Seller, to the extent any such information exists, unless and until the Access and Confidentiality Agreement, attached hereto and incorporated herein as Exhibit B, has been signed by the Parties and provided to respective counsel to the Parties.

(c) Buyer shall have the right to determine whether the Property is suitably zoned to be compatible with Buyer's intended use of the Property. In the event Buyer determines that it requires any approvals, consents or other documentation with respect to the zoning of the Property (including but not limited to rezoning, exception or a special use permit) to permit Buyer's proposed use of the Property, Buyer shall have the right, at Buyer's expense, to file petitions for such approvals as Buyer deems necessary or appropriate. In such a case, the Seller agrees that it shall execute all consents necessary for the filing of such petitions and obtaining the appropriate governmental approvals, so long as all is at no cost to Seller. The Seller agrees that he shall support any and all applications for permits and shall not object to same.

(d) Buyer shall have the right to determine whether site plan approvals, permits, consents, approvals and other things required or desired by Buyer to be obtained from all federal, state and local governmental, municipal, public and other authorities, bodies and agencies, including but not limited to, the subdivision approvals, environmental approvals, as well as any approvals under any covenants, conditions or restrictions applicable to the Property and Buyer's proposed use thereof, (collectively the "Approvals"), either have been obtained and remain in full force and effect or will be obtainable by Buyer, in either case on terms acceptable to Buyer.

(e) There is no finance contingency associated with this transaction; however, if Buyer notifies Seller of same, Seller will cooperate with Buyer so long as such loan does not extend the date for Due Diligence or Closing.

Seller agrees to reasonably cooperate with Buyer, including furnishing Buyer with all relevant information within Seller's possession and control regarding the Property promptly upon request and/or execution of such applications and other documents initiated by Buyer, all at no cost to Seller. Buyer acknowledges that Seller has conducted no environmental testing. Furthermore, Seller agrees to, upon Buyer's request, attend any meetings or hearings of administrative officials, utility providers and legislative bodies necessary for Buyer to obtain the requested permits and approvals, and shall support Buyer's efforts to obtain the Approvals and shall not object to same.

Ability to purchase Extension(s) of Due Diligence: Provided the Buyer is diligent in pursuing Approvals, Buyer shall have the ability to exercise up to two extensions of the Due Diligence period. Each extension shall be for a period of up to three (3) months. To exercise the first extension, Buyer shall provide Seller with a payment of \$5,000.00 along with a request for an extension of the Due Diligence period. Upon receipt of said additional payment by Seller, said funds shall be deposited into escrow along with the existing Deposit and the extension of the Due Diligence period shall be revised to August 6, 2020. Furthermore, upon the request of the first extension, the increased Deposit shall become non-refundable, but shall continue to be applied to the purchase price specified herein.

To exercise the second extension, Buyer shall provide Seller with another payment of \$5,000.00 along with a request for a second extension. Upon receipt of said additional payment by Seller, said funds shall be deposited into escrow along with the existing Deposit and the extension of the Due Diligence period shall be revised to November 6, 2020. Upon request of the second extension, the increased Deposit shall become non-refundable, except in the event of the Seller's default, but shall continue to be applied to the purchase price specified herein. Upon the expiration of the further extended Due Diligence period, no further extensions shall be available and the Buyer shall be required to proceed to Closing.

3. Title.

(a) Buyer's attorney shall perform a title examination to determine that the Seller can convey good, record and merchantable, marketable and insurable fee simple title to the Property in the name of Buyer, free from encumbrances as of delivery of the Deed to Buyer from Seller. In the event that Buyer's title examination identifies defects in title preventing conveyance of title as noted, Buyer's attorney shall provide written notice to Seller's attorney on or before January 30, 2020, setting forth any defects in title, together with legible copies of all encumbrances that are objectionable to Buyer (the "Title Notice") or any such defects shall be waived. Buyer shall pay any and all costs and expenses related to the title examination and title insurance, (if Buyer elects to purchase same) including all search fees, closing fees and the premium for the owner's title insurance policy, and all endorsements (the "Title Policy") issued pursuant to the Title Commitment.

(b) Seller shall use reasonable efforts to cure any issues set forth in a timely provided Title Notice or, for title defects that were not identifiable prior to January 15, 2019, any additional title issues objected to by Buyer in writing thereafter prior to the Closing Date. Notwithstanding anything to the contrary, the SELLER shall not be required to spend more than \$10,000.00 in the exercise of reasonable efforts in order to make the title conform except as outlined in the following paragraph.

Seller shall be obligated to expend such sums as are required to cure for the following Title Defects (if applicable) identified at any time prior to Closing (collectively, "Voluntary Liens"), which sums shall be above and beyond the \$10,000.00 cap set forth in (b) above:

- (1) All mortgages of Seller encumbering the Property;
- (2) Judgments against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property; and
- (3) Any mechanic's or materialmen's lien.
- (4) Any lien for unpaid taxes, assessments or governmental charges; and
- (5) Any other voluntary lien of Seller.

(c) The Title Policy to be issued at Closing, if any, may include: (i) a zoning endorsement (if permitted by applicable law) in a form acceptable to the Buyer; (ii) an access endorsement to affirmatively insure access to and from the Property, if required; (iii) affirmative coverage of and for any appurtenant easements; and (iv) any other title endorsements requested by Buyer.

(d) Seller shall have the right, if Seller deems reasonably necessary, to extend the Closing Date (as defined in Section 9, below), for a period not to exceed thirty (30) days to cure or obtain Affirmative Coverage for any Title Defect, but nothing herein shall require Buyer to accept title with Affirmative Coverage.

(e) If, after reasonable efforts, Seller is unable to cure or obtain Affirmative Coverage for any Title Defect timely identified within the time periods set forth above, and if Buyer does not elect to accept such defective title as can be provided upon Seller's reasonable efforts to cure, either Seller or Buyer shall have the option to terminate this Agreement whereupon all Deposits shall be returned to Buyer. In the event of such termination, neither Party shall have any further obligations hereunder, except as specifically set forth in this Agreement.

(f) As used herein, "Affirmative Coverage" means title insurance coverage included in Buyer's Title Policy for the Property insuring and protecting Buyer from any loss, cost, liability, damage, or claim that may arise from a Title Defect or any other matter affecting the Property, all at Seller's cost and in such form as may be acceptable to Buyer, in Buyer's sole and absolute discretion, but nothing herein shall require Buyer to accept title with Affirmative Coverage.

(g) "Permitted Exceptions" shall mean both (i) all matters shown on the Title Report (other than Voluntary Liens) or the Survey, except for those matters as to which Buyer makes a written objection in the form of a timely Title Notice and (ii) all matters pertaining to zoning

restrictions to the same said restrictions are applicable. In no event shall any Voluntary Lien constitute a Permitted Exception, and all Voluntary Liens shall be paid in full at or before the Closing or out of the proceeds otherwise due to Seller.

4. **Survey.** If required, Buyer shall obtain a survey of the Property (the "Survey") prepared by a registered land surveyor on or before the expiration of the Due Diligence Period. All survey work required to satisfy the Buyer regarding the delineation of or the condition of the Property shall be at Buyer's expense.

5. **Sales Contingency.** NA – The Buyer hereby represents that it has no assets or real property that must be conveyed to allow for this transaction to move forward.

6. **Previous Agreements Superseded.** All offers and agreements made prior to this Agreement, including, without limitation, any memorandum executed by the Parties hereto before the Effective Date, are hereby superseded, rendered null and void, and shall have no further force and effect, it being the intent of the Parties that all obligations of the Parties are expressly set forth in this Agreement and that this Agreement, together with its Exhibits including the Access and Confidentiality Agreement, represent the entire agreement between the Parties.

7. **Taxes and Assessments.**

(a) Taxes for the current fiscal year shall be apportioned as of the day of delivery of the deed.

(b) If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.

8. **Insurance, Condemnation and Risk of Loss.** The Seller's insurance, if any and as presently insured, on the Property shall be maintained until the Closing Date and cancelled upon recording of the deed. In the event that, prior to Closing, all or any significant portions of the Property, or any significant rights appurtenant thereto are taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing, then Buyer, at its option, may either: (a) cancel this Agreement by written notice to Seller, in which event escrow agent shall immediately refund any refundable portion of the Deposit to Buyer and neither Party shall have any further obligation hereunder, except as specifically set forth in this Agreement, or (b) elect to proceed with Closing without reduction in the Purchase Price, and Seller shall transfer and assign to Buyer at Closing any and all further insurance or condemnation proceeds, claims, demands, actions and choses in action which may exist by virtue of such casualty, taking, appropriation or action or proceeding in lieu thereof; provided, however, that until the earlier of the Closing Date or termination of this Agreement, Seller shall not make any voluntary settlement or agreement regarding any casualty loss, taking, appropriation or action or proceeding in lieu thereof with any insurance carrier or any condemning authority, without first obtaining Buyer's written consent to such settlement or agreement.

9. **Closing.** Assuming there has been no material change to the condition of the Property subsequent to the end of the Due Diligence Period, the closing on the Property (the "Closing") shall occur within thirty (30) days of the expiration of the Due Diligence Period (the "Closing Date").

At Closing, Seller will be responsible to pay for all transfer taxes, adjustments, and any applicable mortgage/lien payoffs required pursuant to Section 3. Buyer will be responsible for loan and title charges, escrows, adjustments, recordings, adjustments, and other costs of conveyancing. All closing costs and prorations, if any, shall be as provided in this Agreement, or in the absence of such provision, allocated according to custom in the greater Worcester area as well as the Real Estate Bar Association.

10. **Closing Documents.** At the Closing, in exchange for the proceeds of the sale in good funds, Seller shall execute and deliver to Buyer:

- (i) a quitclaim deed, conveying good and clear record and marketable fee simple title, subject only to the Permitted Exceptions, in recordable form acceptable to Grantee (i.e., Buyer or Buyer's nominee named at least seven days prior to closing) using the existing legal description of the Property unless modified by the Survey (the "Deed");
- (ii) any and all applicable transfer tax declarations or other transfer or sale disclosure statements required by applicable law;
- (iii) a certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended (the "Code");
- (iv) an IRS Form 1099-S Disclosure Statement (if required under the Code);
- (v) a mutually agreed upon Closing Disclosure or Settlement Statement; and
- (vi) such documents as may be reasonably and customarily required by the Title Company relating to:
 - (a) Mechanic's or materialmen's liens;
 - (b) Parties in possession; and
 - (c) Status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of Seller in connection with the sale of the Property, including, without limitation, a Trustee's Certificate which may be included as part of the Deed.

11. **Possession.** Sole and actual possession of the Property in its "AS IS" and "WHERE IS" condition as of the end of the Due Diligence Period shall be delivered to Buyer on the Closing Date. Upon acceptance and recording of the Deed by Buyer, and subject to the provisions herein, the Property shall also convey free and clear of any rights or claims of any other party to occupy the Property.

12. **Rights and Obligations.** The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the Parties individually and are not assignable without prior written consent which shall not be unreasonably withheld.

13. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered: (i) in person; or (ii) by certified or registered first class prepaid U.S. Mail, return receipt requested; or (iii) prepaid by nationally-recognized overnight courier service such as FedEx, to Seller or Buyer at the respective addresses set forth below, or at such other addresses, notice of which shall previously have been given to the other Party in accordance with this Section 13. Such notices shall be deemed given when personally delivered or when deposited in the mail or with such courier service. Notices hereunder may also be provided by email sent during normal business hours (9 am to 5 pm) on weekdays. Such emailed notices shall be deemed given on the date sent so long as confirmation of said email is received; otherwise, it shall be deemed given on the next business day.

Seller:

Stephanie M. Goodwin, Esq.
Stephanie M. Goodwin, P.C.
1174 Main Street, Holden, MA 01520
E-Mail: smgpc2@verizon.net
Phone: (508) 829-4800
Facsimile: (508) 829-5570

Buyer:

Cathy S. Netburn Esq.
D'Agostine, Levine, Parra & Netburn, P.C.
email: cnetburn@dlpnlaw.com
Phone: (978) 263-7777 x226
Facsimile: (978) 264-4868

14. Representations and Warranties.

(a) The Seller makes no warranties, either expressed or implied, as to the physical condition of the Property. By execution of this Agreement, Buyer warrants for Buyer and Buyer's successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents with regard to the condition, including but not limited to suitability of the property for any particular purpose. Buyer further represents that the Buyer is not relying on the Seller nor any of its agents with regard to the structural soundness of the property and/or its compliance with any city, county, state and/or Federal statutes, codes or ordinances. Buyer assumes responsibility to check with appropriate municipal and/or state authority for Buyer's intended use. The closing of this transaction shall constitute an acknowledgement by the BUYER that THE PREMISES ARE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 14 OF THIS AGREEMENT), AND WITHOUT ANY INDEMNIFICATION BY SELLER TO BUYER REGARDING HAZARDOUS MATERIALS, AND IN AN 'AS IS' PHYSICAL CONDITION, BASED ON BUYER'S OWN INSPECTION.

(b) Seller represents to Buyer that the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not violate or conflict with any judgment, order, or decree, applicable to Seller of the Property. Seller warrants to Buyer the following:

- i. Seller has full power and authority to enter into this Agreement and perform all of its obligations with respect to the Property under this Agreement.
- ii. Seller has granted no one else any rights to occupy the Property.
- iii. Seller has not received any written notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property.

- (c) By the execution and delivery of this Agreement, the Seller represents, to the best of the Seller's knowledge and without making any independent investigation of same that:
- i. Seller's authority to convey does not conflict with, or result in a breach of, any of the terms, covenants and provisions of any judgment, writ, injunction, regulation, ruling, directive or decree of any court or governmental authority, or any agreement or instrument to which the Seller is a party or by which the Seller or the Property is bound;
 - ii. Seller has not received written notice of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Property which have not been cured; and
 - iii. Seller has received no written notice of any action, suit or proceeding pending or threatened against or affecting the Property, or arising out of the ownership, management or operation of the Property, this Agreement or the transactions contemplated hereby.

These representations shall be true as of the date of Closing.

(d) Buyer warrants to Seller that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this agreement, except for the following additional warranties and representations, if any, made by the SELLER: NONE.

(e) Seller hereby represents that RE/MAX Executive Realty is the only real estate agent associated with this transaction on behalf of the Seller. Seller shall pay commission as per agreement regarding such real estate services provided. Buyer hereby represents and warrants that it has not retained the services of any real estate professional entitling one to a claim for brokerage commission in connection with the sale of the Property. If a claim is made such that Seller is asked to pay commission for such a Buyer's agent, then Buyer shall indemnify Seller.

All representations are made to the best of Seller's knowledge and belief and without investigation of same. Representations shall not survive delivery of the deed but warranties shall survive delivery of the deed.

Seller shall defend, indemnify and hold harmless Buyer, its affiliates and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, arising from or relating to: (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any documents to be delivered hereunder; or (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller.

15. Default and Remedies.

(a) In the event of a default by Buyer under the terms of this Agreement, Seller shall be entitled to terminate this Agreement and receive any and all Deposits paid, as liquidated damages for such default of Buyer. Upon receipt of such funds, the Parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain

and difficult to ascertain, and that the Deposit constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, the right to terminate this Agreement and receive a full refund of the Deposit, or to seek specific performance of Seller's obligations under this Agreement provided, however, that if Seller willfully and intentionally conveys the Property prior to the Closing Date as established herein to a bona fide third-party buyer or encumbers the Property prior to the Closing Date as established herein in favor of a bona fide third party in a manner the result of which is that specific performance is not an available remedy, then Buyer may seek to recover Buyer's damages arising therefrom up to an amount no greater than the purchase price specified herein.

16. **Attorneys' Fees.** In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement, each respective Party shall be required to pay its own reasonable costs and expenses of such action or proceeding, including without limitation, reasonable attorney's fees, charges, disbursements and the fees and costs of expert witnesses.

17. **Binding Effect.** This Agreement, once executed by Buyer and submitted to Seller in accordance with the applicable offer to purchase the Property, shall not become binding until countersigned. If Seller does not execute said provided Buyer-signed agreement, without revision, once the additional deposit of \$9,000.00 has been paid, and deliver the referenced fully signed agreement to Buyer within five (5) business days after the date of either the receipt of the Buyer-signed agreement or the additional deposit, whichever comes later, Buyer may, in its sole discretion, by delivery of written notice to Seller within such period, revoke its offer to purchase; in which case, Buyer shall have no further liability or obligation hereunder.

18. **Confidentiality.** The terms and conditions herein (including Exhibit B) and any information as may be provided by Seller, shall be kept and maintained confidential and shall not be disclosed by Buyer to any third party without the prior written consent of the Seller. This provision shall not prohibit disclosures on a "need to know" basis to agents, attorneys, surveyors, title companies, engineers, contractors, lenders, etc., as necessary to obtain financing or governmental permits and approvals, or as compelled by legal process or required by law. The provisions of this Section 18 shall survive any termination of this Agreement.

19. **Force Majeure.** Except with regard to the payment of money due, if either Party hereto shall be prevented from the performance of its obligations hereunder by reason of any occurrence which is not within the reasonable anticipation or control of such Party, including but not limited to strikes, lockouts, labor troubles, governmental action or inaction, failure of power, riots, insurrection, war, acts of God, or other similar reason, and which occurrence, in any event, is not a result of the intentional act, negligence or willful misconduct of such Party (a "Force Majeure Event"), such Party's performance shall be excused for the period of time equivalent to the delay caused by such Force Majeure Event, provided such Party gives prompt notice to the other Party of such delay.

20. **Independent Contract Consideration.** In consideration of the Seller's execution of this Agreement, together with the Escrow Agreement and Access and Confidentiality Agreements contained in Exhibits B and C, the Buyer agrees to pay to the Seller the sum of Ten Dollars (\$10.00), which amount shall be non-refundable and non-applicable to the Purchase Price, and will constitute independent contract consideration for the Seller's agreement to enter into this Agreement.

21. Miscellaneous Provisions.

(a) This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.

(b) All headings and section designations of this Agreement are inserted for convenience only and do not form a part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.

(c) This Agreement, and any amendments hereto, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(d) The provisions of this Agreement are intended to be for the sole benefit of the Parties and are not assignable.

(e) If, under any provision of this Agreement: (i) the date any act to be done or action to be taken; or (ii) the last day of any time period, including any notice period; falls on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act or action shall be deemed to have been validly done or taken on, or such time period shall be deemed extended to, the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless otherwise specified in this Agreement, all references herein to a "day" or "days" shall refer to calendar days.

(f) This Agreement and the Access and Confidentiality Agreement represent the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties other than as contained herein. Terms and conditions of any prior written agreement have either been incorporated herein or have been rendered null and void. No change or addition shall be made to this Agreement except by a written agreement duly executed by Seller and Buyer and countersigned by their respective attorneys.

(g) If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed in accordance with its intent as if such invalid or unenforceable provision had never been contained herein.

(h) No failure by either Party, at any time, to require the performance by the other of any term of this Agreement, shall in any way affect the right of either Party to enforce such terms, nor shall any waiver by either Party of any term hereof be taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing and signed by the Party granting such waiver.

(i) With regard to all matters in this Agreement requiring the consent or approval of either Party, the Parties agree that any such consent or approval may not be unreasonably withheld, conditioned or delayed, unless otherwise specifically provided in this Agreement.

(j) All Exhibits to this Agreement are incorporated herein as though fully set forth.

(k) For purposes of this Agreement, the term "Effective Date" will mean and refer to the date upon which the latter of the parties executes this Agreement, as indicated by the respective dates set forth adjacent to each of the parties' respective signatures to this Agreement.

(l) Buyer and Seller hereby authorize their respective attorney to execute on their behalf any extensions to the time of performance under this Agreement and any change of location for delivery of the deed, and the Buyer and Seller shall be able to rely upon actual signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them. Nothing herein shall render an extension binding without payment of the consideration stated.

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) specified by their respective signatures.

DMG Realty Trust

Elite Home Builders LLC

By: Gregory D. Dionis Trustee

By: _____

Name : Gregory D. Dionis

Name: Steven F. Venincasa

Title: Trustee

Title: Manager

Date: 12/6/19

Date: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is executed and shall be effective as of the Effective Date (as defined in Section 21 (k), below), by and between **DMG REALTY TRUST** under Declaration of Trust dated September 10, 1999 having a mailing address of 47 DeWitt Rd., Sutton, MA 01590 ("Seller"), and **Elite Home Builders, LLC**, a Massachusetts limited liability company having a mailing address of 1 Court, Westborough, MA 01581 (the "Buyer") who acknowledge that the following recitals are a material part of this Agreement:

RECITALS:

Seller is the owner, in fee simple, of a parcel of real estate containing approximately eighteen (18) acres of unimproved land located on Shrewsbury Street in the Town of Boylston, Worcester County, Massachusetts, which is more particularly depicted on the plan attached hereto as Exhibit A. Hereinafter, the parcel owned by the Seller, including the land Seller recently transferred to the RW Route 140 LLC, shall be referred to as the "Land" and the eighteen acres Buyer is to purchase is referred to as the "Property". The Property shall include all of the Seller's rights, title and interest in and to any street, road, avenue or way, open or proposed, in front of or otherwise adjoining or abutting said property, together with all rights, privileges and appurtenances thereto, and with the benefit of any and all easements, rights of way, reservations, restrictions and encumbrances of record, to the extent that the same are now in force and applicable, and also including all of the Seller's rights, title and interest in, to and with respect to any and all utility agreements, if applicable, governmental permits, licenses and approvals, engineering plans and data, and any other agreements and rights relating to the Property.

A. For Seller's title to the Property, see deed dated October 21, 1999 and recorded with the Worcester District Registry of Deeds in Book 21976, Page 373.

B. Buyer desires to purchase the Property and Seller desires to sell the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller (each a "Party", or collectively, the "Parties") agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase the Property for the purchase price specified herein and subject to the terms and conditions hereinafter set forth.

Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Eight Hundred Thirty Six Thousand (\$836,000.00) Dollars of which the sum of One Thousand (\$1,000.00) Dollars was paid by the Buyer and shall be held by the Listing Agent in a non-interest bearing account pursuant to this Agreement; and Nine Thousand (\$9,000.00) Dollars shall be paid by Buyer upon the signing of this Agreement to be held by the Seller's attorney in a non-interest bearing account pursuant to this Agreement; with the balance of the purchase price to be due upon delivery of the deed. Any funds required as payment for one or two of the three (3) month extensions of the Due Diligence period pursuant to this Agreement shall also be construed to be part of the "Deposit" and shall be paid by wire, certified cashier's, treasurer's or bank check(s).

2. **Due Diligence.** The initial Due Diligence Period shall be defined to be that time span up to 5:00 pm EST on the date which is six months after the Effective Date of the Offer, i.e., expiration of Due Diligence shall expire on May 6, 2020; with additional specifics to follow.

Buyer may terminate this Agreement by written notice to Seller at any time within the Due Diligence Period based solely upon the failure of the conditions stated herein or, if within the initial Due Diligence Period, any other reason. If Buyer so elects to terminate the Agreement, then the Buyer may deliver a written notice to Seller (herein a "Termination Notice"). If the Buyer delivers such a Termination Notice to the Seller within the initial Due Diligence period, then this Agreement will terminate, the deposit will be returned to Buyer and neither party shall have any further rights or liability to the other hereunder, except as hereinafter specifically provided in this Agreement. If the Buyer does not timely issue a Termination Notice, and the Due Diligence Period has not been duly extended, then the full amount of the Deposit paid to date shall become non-refundable, will be applied as a credit against the Purchase Price that is otherwise due under this Agreement, and the Parties will proceed to Closing.

Buyer shall have until the end of the Due Diligence Period, as may be extended, to physically inspect the Property, determine what engineering studies are needed and undertake such studies, conduct appraisals, pursue permitting, examine the Property for the presence of hazardous materials, and to otherwise conduct such due diligence as Buyer, in its sole and absolute discretion, deems appropriate, including, without limitation, the following:

(a) Buyer shall perform a title examination and may obtain a Title Commitment and Survey, as each is hereinafter defined, as required under Section 3 and Section 4 of this Agreement. Any contingencies associated with the Title (for title matters as of record as of December 15, 2019) and/or Survey shall be raised on or before January 30, 2020 or this contingency shall lapse on said date. Any title issues that arise or appear of record after the date of this Agreement shall not be deemed waived if not objected to by the end of the Due Diligence Period.

(b) Buyer and its agents shall have the right to enter upon the Property to make and conduct any and all engineering tests and inspections that Buyer deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. No testing may commence, and no information shall be provided by Seller, to the extent any such information exists, unless and until the Access and Confidentiality Agreement, attached hereto and incorporated herein as Exhibit B, has been signed by the Parties and provided to respective counsel to the Parties.

(c) Buyer shall have the right to determine whether the Property is suitably zoned to be compatible with Buyer's intended use of the Property. In the event Buyer determines that it requires any approvals, consents or other documentation with respect to the zoning of the Property (including but not limited to rezoning, exception or a special use permit) to permit Buyer's proposed use of the Property, Buyer shall have the right, at Buyer's expense, to file petitions for such approvals as Buyer deems necessary or appropriate. In such a case, the Seller agrees that it shall execute all consents necessary for the filing of such petitions and obtaining the appropriate governmental approvals, so long as all is at no cost to Seller. The Seller agrees that he shall support any and all applications for permits and shall not object to same.

(d) Buyer shall have the right to determine whether site plan approvals, permits, consents, approvals and other things required or desired by Buyer to be obtained from all federal, state and local governmental, municipal, public and other authorities, bodies and agencies, including but not limited to, the subdivision approvals, environmental approvals, as well as any approvals under any covenants, conditions or restrictions applicable to the Property and Buyer's proposed use thereof, (collectively the "Approvals"), either have been obtained and remain in full force and effect or will be obtainable by Buyer, in either case on terms acceptable to Buyer.

(e) There is no finance contingency associated with this transaction; however, if Buyer notifies Seller of same, Seller will cooperate with Buyer so long as such loan does not extend the date for Due Diligence or Closing.

Seller agrees to reasonably cooperate with Buyer, including furnishing Buyer with all relevant information within Seller's possession and control regarding the Property promptly upon request and/or execution of such applications and other documents initiated by Buyer, all at no cost to Seller. Buyer acknowledges that Seller has conducted no environmental testing. Furthermore, Seller agrees to, upon Buyer's request, attend any meetings or hearings of administrative officials, utility providers and legislative bodies necessary for Buyer to obtain the requested permits and approvals, and shall support Buyer's efforts to obtain the Approvals and shall not object to same.

Ability to purchase Extension(s) of Due Diligence: Provided the Buyer is diligent in pursuing Approvals, Buyer shall have the ability to exercise up to two extensions of the Due Diligence period. Each extension shall be for a period of up to three (3) months. To exercise the first extension, Buyer shall provide Seller with a payment of \$5,000.00 along with a request for an extension of the Due Diligence period. Upon receipt of said additional payment by Seller, said funds shall be deposited into escrow along with the existing Deposit and the extension of the Due Diligence period shall be revised to August 6, 2020. Furthermore, upon the request of the first extension, the increased Deposit shall become non-refundable, but shall continue to be applied to the purchase price specified herein.

To exercise the second extension, Buyer shall provide Seller with another payment of \$5,000.00 along with a request for a second extension. Upon receipt of said additional payment by Seller, said funds shall be deposited into escrow along with the existing Deposit and the extension of the Due Diligence period shall be revised to November 6, 2020. Upon request of the second extension, the increased Deposit shall become non-refundable, except in the event of the Seller's default, but shall continue to be applied to the purchase price specified herein. Upon the expiration of the further extended Due Diligence period, no further extensions shall be available and the Buyer shall be required to proceed to Closing.

3. Title.

(a) Buyer's attorney shall perform a title examination to determine that the Seller can convey good, record and merchantable, marketable and insurable fee simple title to the Property in the name of Buyer, free from encumbrances as of delivery of the Deed to Buyer from Seller. In the event that Buyer's title examination identifies defects in title preventing conveyance of title as noted, Buyer's attorney shall provide written notice to Seller's attorney on or before January 30, 2020, setting forth any defects in title, together with legible copies of all encumbrances that are objectionable to Buyer (the "Title Notice") or any such defects shall be waived. Buyer shall pay any and all costs and expenses related to the title examination and title insurance, (if Buyer elects to purchase same) including all search fees, closing fees and the premium for the owner's title insurance policy, and all endorsements (the "Title Policy") issued pursuant to the Title Commitment.

(b) Seller shall use reasonable efforts to cure any issues set forth in a timely provided Title Notice or, for title defects that were not identifiable prior to January 15, 2019, any additional title issues objected to by Buyer in writing thereafter prior to the Closing Date. Notwithstanding anything to the contrary, the SELLER shall not be required to spend more than \$10,000.00 in the exercise of reasonable efforts in order to make the title conform except as outlined in the following paragraph.

Seller shall be obligated to expend such sums as are required to cure for the following Title Defects (if applicable) identified at any time prior to Closing (collectively, "Voluntary Liens"), which sums shall be above and beyond the \$10,000.00 cap set forth in (b) above:

- (1) All mortgages of Seller encumbering the Property;
- (2) Judgments against the Seller (which do not result from acts or omissions on the part of Buyer) which have attached to and become a lien against the Property; and
- (3) Any mechanic's or materialmen's lien.
- (4) Any lien for unpaid taxes, assessments or governmental charges; and
- (5) Any other voluntary lien of Seller.

(c) The Title Policy to be issued at Closing, if any, may include: (i) a zoning endorsement (if permitted by applicable law) in a form acceptable to the Buyer; (ii) an access endorsement to affirmatively insure access to and from the Property, if required; (iii) affirmative coverage of and for any appurtenant easements; and (iv) any other title endorsements requested by Buyer.

(d) Seller shall have the right, if Seller deems reasonably necessary, to extend the Closing Date (as defined in Section 9, below), for a period not to exceed thirty (30) days to cure or obtain Affirmative Coverage for any Title Defect, but nothing herein shall require Buyer to accept title with Affirmative Coverage.

(e) If, after reasonable efforts, Seller is unable to cure or obtain Affirmative Coverage for any Title Defect timely identified within the time periods set forth above, and if Buyer does not elect to accept such defective title as can be provided upon Seller's reasonable efforts to cure, either Seller or Buyer shall have the option to terminate this Agreement whereupon all Deposits shall be returned to Buyer. In the event of such termination, neither Party shall have any further obligations hereunder, except as specifically set forth in this Agreement.

(f) As used herein, "Affirmative Coverage" means title insurance coverage included in Buyer's Title Policy for the Property insuring and protecting Buyer from any loss, cost, liability, damage, or claim that may arise from a Title Defect or any other matter affecting the Property, all at Seller's cost and in such form as may be acceptable to Buyer, in Buyer's sole and absolute discretion, but nothing herein shall require Buyer to accept title with Affirmative Coverage.

(g) "Permitted Exceptions" shall mean both (i) all matters shown on the Title Report (other than Voluntary Liens) or the Survey, except for those matters as to which Buyer makes a written objection in the form of a timely Title Notice and (ii) all matters pertaining to zoning

restrictions to the same said restrictions are applicable. In no event shall any Voluntary Lien constitute a Permitted Exception, and all Voluntary Liens shall be paid in full at or before the Closing or out of the proceeds otherwise due to Seller.

4. **Survey.** If required, Buyer shall obtain a survey of the Property (the "Survey") prepared by a registered land surveyor on or before the expiration of the Due Diligence Period. All survey work required to satisfy the Buyer regarding the delineation of or the condition of the Property shall be at Buyer's expense.

5. **Sales Contingency.** NA – The Buyer hereby represents that it has no assets or real property that must be conveyed to allow for this transaction to move forward.

6. **Previous Agreements Superseded.** All offers and agreements made prior to this Agreement, including, without limitation, any memorandum executed by the Parties hereto before the Effective Date, are hereby superseded, rendered null and void, and shall have no further force and effect, it being the intent of the Parties that all obligations of the Parties are expressly set forth in this Agreement and that this Agreement, together with its Exhibits including the Access and Confidentiality Agreement, represent the entire agreement between the Parties.

7. **Taxes and Assessments.**

(a) Taxes for the current fiscal year shall be apportioned as of the day of delivery of the deed.

(b) If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement.

8. **Insurance, Condemnation and Risk of Loss.** The Seller's insurance, if any and as presently insured, on the Property shall be maintained until the Closing Date and cancelled upon recording of the deed. In the event that, prior to Closing, all or any significant portions of the Property, or any significant rights appurtenant thereto are taken or appropriated (either permanently or for temporary periods) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing, then Buyer, at its option, may either: (a) cancel this Agreement by written notice to Seller, in which event escrow agent shall immediately refund any refundable portion of the Deposit to Buyer and neither Party shall have any further obligation hereunder, except as specifically set forth in this Agreement, or (b) elect to proceed with Closing without reduction in the Purchase Price, and Seller shall transfer and assign to Buyer at Closing any and all further insurance or condemnation proceeds, claims, demands, actions and choses in action which may exist by virtue of such casualty, taking, appropriation or action or proceeding in lieu thereof; provided, however, that until the earlier of the Closing Date or termination of this Agreement, Seller shall not make any voluntary settlement or agreement regarding any casualty loss, taking, appropriation or action or proceeding in lieu thereof with any insurance carrier or any condemning authority, without first obtaining Buyer's written consent to such settlement or agreement.

9. **Closing.** Assuming there has been no material change to the condition of the Property subsequent to the end of the Due Diligence Period, the closing on the Property (the "Closing") shall occur within thirty (30) days of the expiration of the Due Diligence Period (the "Closing Date").

At Closing, Seller will be responsible to pay for all transfer taxes, adjustments, and any applicable mortgage/lien payoffs required pursuant to Section 3. Buyer will be responsible for loan and title charges, escrows, adjustments, recordings, adjustments, and other costs of conveyancing. All closing costs and prorations, if any, shall be as provided in this Agreement, or in the absence of such provision, allocated according to custom in the greater Worcester area as well as the Real Estate Bar Association.

10. **Closing Documents.** At the Closing, in exchange for the proceeds of the sale in good funds, Seller shall execute and deliver to Buyer:

- (i) a quitclaim deed, conveying good and clear record and marketable fee simple title, subject only to the Permitted Exceptions, in recordable form acceptable to Grantee (i.e., Buyer or Buyer's nominee named at least seven days prior to closing) using the existing legal description of the Property unless modified by the Survey (the "Deed");
- (ii) any and all applicable transfer tax declarations or other transfer or sale disclosure statements required by applicable law;
- (iii) a certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended (the "Code");
- (iv) an IRS Form 1099-S Disclosure Statement (if required under the Code);
- (v) a mutually agreed upon Closing Disclosure or Settlement Statement; and
- (vi) such documents as may be reasonably and customarily required by the Title Company relating to:
 - (a) Mechanic's or materialmen's liens;
 - (b) Parties in possession; and
 - (c) Status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of Seller in connection with the sale of the Property, including, without limitation, a Trustee's Certificate which may be included as part of the Deed.

11. **Possession.** Sole and actual possession of the Property in its "AS IS" and "WHERE IS" condition as of the end of the Due Diligence Period shall be delivered to Buyer on the Closing Date. Upon acceptance and recording of the Deed by Buyer, and subject to the provisions herein, the Property shall also convey free and clear of any rights or claims of any other party to occupy the Property.

12. **Rights and Obligations.** The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the Parties individually and are not assignable without prior written consent which shall not be unreasonably withheld.

13. **Notices.** All notices required or permitted to be given hereunder shall be in writing and delivered: (i) in person; or (ii) by certified or registered first class prepaid U.S. Mail, return receipt requested; or (iii) prepaid by nationally-recognized overnight courier service such as FedEx, to Seller or Buyer at the respective addresses set forth below, or at such other addresses, notice of which shall previously have been given to the other Party in accordance with this Section 13. Such notices shall be deemed given when personally delivered or when deposited in the mail or with such courier service. Notices hereunder may also be provided by email sent during normal business hours (9 am to 5 pm) on weekdays. Such emailed notices shall be deemed given on the date sent so long as confirmation of said email is received; otherwise, it shall be deemed given on the next business day.

Seller:

Stephanie M. Goodwin, Esq.
Stephanie M. Goodwin, P.C.
1174 Main Street, Holden, MA 01520
E-Mail: smgpc2@verizon.net
Phone: (508) 829-4800
Facsimile: (508) 829-5570

Buyer:

Cathy S. Netburn Esq.
D'Agostine, Levine, Parra & Netburn, P.C.
email: cnetburn@dlpnlaw.com
Phone: (978) 263-7777 x226
Facsimile: (978) 264-4868

14. Representations and Warranties.

(a) The Seller makes no warranties, either expressed or implied, as to the physical condition of the Property. By execution of this Agreement, Buyer warrants for Buyer and Buyer's successors, heirs, and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents with regard to the condition, including but not limited to suitability of the property for any particular purpose. Buyer further represents that the Buyer is not relying on the Seller nor any of its agents with regard to the structural soundness of the property and/or its compliance with any city, county, state and/or Federal statutes, codes or ordinances. Buyer assumes responsibility to check with appropriate municipal and/or state authority for Buyer's intended use. The closing of this transaction shall constitute an acknowledgement by the BUYER that THE PREMISES ARE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 14 OF THIS AGREEMENT), AND WITHOUT ANY INDEMNIFICATION BY SELLER TO BUYER REGARDING HAZARDOUS MATERIALS, AND IN AN 'AS IS' PHYSICAL CONDITION, BASED ON BUYER'S OWN INSPECTION.

(b) Seller represents to Buyer that the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not violate or conflict with any judgment, order, or decree, applicable to Seller of the Property. Seller warrants to Buyer the following:

- i. Seller has full power and authority to enter into this Agreement and perform all of its obligations with respect to the Property under this Agreement.
- ii. Seller has granted no one else any rights to occupy the Property.
- iii. Seller has not received any written notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property.

- (c) By the execution and delivery of this Agreement, the Seller represents, to the best of the Seller's knowledge and without making any independent investigation of same that:
- i. Seller's authority to convey does not conflict with, or result in a breach of, any of the terms, covenants and provisions of any judgment, writ, injunction, regulation, ruling, directive or decree of any court or governmental authority, or any agreement or instrument to which the Seller is a party or by which the Seller or the Property is bound;
 - ii. Seller has not received written notice of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Property which have not been cured; and
 - iii. Seller has received no written notice of any action, suit or proceeding pending or threatened against or affecting the Property, or arising out of the ownership, management or operation of the Property, this Agreement or the transactions contemplated hereby.

These representations shall be true as of the date of Closing.

(d) Buyer warrants to Seller that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this agreement, except for the following additional warranties and representations, if any, made by the SELLER: NONE.

(e) Seller hereby represents that RE/MAX Executive Realty is the only real estate agent associated with this transaction on behalf of the Seller. Seller shall pay commission as per agreement regarding such real estate services provided. Buyer hereby represents and warrants that it has not retained the services of any real estate professional entitling one to a claim for brokerage commission in connection with the sale of the Property. If a claim is made such that Seller is asked to pay commission for such a Buyer's agent, then Buyer shall indemnify Seller.

All representations are made to the best of Seller's knowledge and belief and without investigation of same. Representations shall not survive delivery of the deed but warranties shall survive delivery of the deed.

Seller shall defend, indemnify and hold harmless Buyer, its affiliates and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, arising from or relating to: (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any documents to be delivered hereunder; or (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller.

15. Default and Remedies.

(a) In the event of a default by Buyer under the terms of this Agreement, Seller shall be entitled to terminate this Agreement and receive any and all Deposits paid, as liquidated damages for such default of Buyer. Upon receipt of such funds, the Parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain

and difficult to ascertain, and that the Deposit constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, the right to terminate this Agreement and receive a full refund of the Deposit, or to seek specific performance of Seller's obligations under this Agreement provided, however, that if Seller willfully and intentionally conveys the Property prior to the Closing Date as established herein to a bona fide third-party buyer or encumbers the Property prior to the Closing Date as established herein in favor of a bona fide third party in a manner the result of which is that specific performance is not an available remedy, then Buyer may seek to recover Buyer's damages arising therefrom up to an amount no greater than the purchase price specified herein.

16. **Attorneys' Fees.** In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement, each respective Party shall be required to pay its own reasonable costs and expenses of such action or proceeding, including without limitation, reasonable attorney's fees, charges, disbursements and the fees and costs of expert witnesses.

17. **Binding Effect.** This Agreement, once executed by Buyer and submitted to Seller in accordance with the applicable offer to purchase the Property, shall not become binding until countersigned. If Seller does not execute said provided Buyer-signed agreement, without revision, once the additional deposit of \$9,000.00 has been paid, and deliver the referenced fully signed agreement to Buyer within five (5) business days after the date of either the receipt of the Buyer-signed agreement or the additional deposit, whichever comes later, Buyer may, in its sole discretion, by delivery of written notice to Seller within such period, revoke its offer to purchase; in which case, Buyer shall have no further liability or obligation hereunder.

18. **Confidentiality.** The terms and conditions herein (including Exhibit B) and any information as may be provided by Seller, shall be kept and maintained confidential and shall not be disclosed by Buyer to any third party without the prior written consent of the Seller. This provision shall not prohibit disclosures on a "need to know" basis to agents, attorneys, surveyors, title companies, engineers, contractors, lenders, etc., as necessary to obtain financing or governmental permits and approvals, or as compelled by legal process or required by law. The provisions of this Section 18 shall survive any termination of this Agreement.

19. **Force Majeure.** Except with regard to the payment of money due, if either Party hereto shall be prevented from the performance of its obligations hereunder by reason of any occurrence which is not within the reasonable anticipation or control of such Party, including but not limited to strikes, lockouts, labor troubles, governmental action or inaction, failure of power, riots, insurrection, war, acts of God, or other similar reason, and which occurrence, in any event, is not a result of the intentional act, negligence or willful misconduct of such Party (a "Force Majeure Event"), such Party's performance shall be excused for the period of time equivalent to the delay caused by such Force Majeure Event, provided such Party gives prompt notice to the other Party of such delay.

20. **Independent Contract Consideration.** In consideration of the Seller's execution of this Agreement, together with the Escrow Agreement and Access and Confidentiality Agreements contained in Exhibits B and C, the Buyer agrees to pay to the Seller the sum of Ten Dollars (\$10.00), which amount shall be non-refundable and non-applicable to the Purchase Price, and will constitute independent contract consideration for the Seller's agreement to enter into this Agreement.

21. Miscellaneous Provisions.

(a) This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.

(b) All headings and section designations of this Agreement are inserted for convenience only and do not form a part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.

(c) This Agreement, and any amendments hereto, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(d) The provisions of this Agreement are intended to be for the sole benefit of the Parties and are not assignable.

(e) If, under any provision of this Agreement: (i) the date any act to be done or action to be taken; or (ii) the last day of any time period, including any notice period; falls on a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts, then such act or action shall be deemed to have been validly done or taken on, or such time period shall be deemed extended to, the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless otherwise specified in this Agreement, all references herein to a "day" or "days" shall refer to calendar days.

(f) This Agreement and the Access and Confidentiality Agreement represent the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties other than as contained herein. Terms and conditions of any prior written agreement have either been incorporated herein or have been rendered null and void. No change or addition shall be made to this Agreement except by a written agreement duly executed by Seller and Buyer and countersigned by their respective attorneys.

(g) If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed in accordance with its intent as if such invalid or unenforceable provision had never been contained herein.

(h) No failure by either Party, at any time, to require the performance by the other of any term of this Agreement, shall in any way affect the right of either Party to enforce such terms, nor shall any waiver by either Party of any term hereof be taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing and signed by the Party granting such waiver.

(i) With regard to all matters in this Agreement requiring the consent or approval of either Party, the Parties agree that any such consent or approval may not be unreasonably withheld, conditioned or delayed, unless otherwise specifically provided in this Agreement.

(j) All Exhibits to this Agreement are incorporated herein as though fully set forth.

(k) For purposes of this Agreement, the term "Effective Date" will mean and refer to the date upon which the latter of the parties executes this Agreement, as indicated by the respective dates set forth adjacent to each of the parties' respective signatures to this Agreement.

(l) Buyer and Seller hereby authorize their respective attorney to execute on their behalf any extensions to the time of performance under this Agreement and any change of location for delivery of the deed, and the Buyer and Seller shall be able to rely upon actual signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them. Nothing herein shall render an extension binding without payment of the consideration stated.


[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) specified by their respective signatures.

DMG Realty Trust

Elite Home Builders LLC

By: _____

By: 

Name : Gregory D. Dionis

Name: Steven F. Venincasa

Title: Trustee

Title: Manager

Date: _____

Date: Dec 6, 2019

AMENDMENT TO PURCHASE AND SALE AGREEMENT

An amendment to a Purchase and Sales Agreement (P&S) by and between DMG Realty Trust, Gregory D. Dioms, Trustee (Seller) and Elite Home Builders, LLC, Steven Venincasa, Manager ("Buyer") dated on or about December 6, 2019, regarding premises consisting of approximately eighteen (18) acres of unimproved land located on Shrewsbury Street in the Town of Boylston, Worcester County, Massachusetts ("Premises").

Whereas the Buyer has previously requested two extensions of the Due Diligence period pursuant to the terms of the P&S;

Whereas the funds in connection with these extension requests have been added to the Deposit provided by the Buyer such that the Deposit is currently \$20,000 and the Due Diligence period shall terminate on November 6, 2020;

Whereas the P&S already acknowledges that this supplemented Deposit shall be applied to the Purchase Price upon closing where the Purchase Price is paid to Seller, or provided to the Seller as liquidated damages in the event that a closing does not so occur;

Whereas the P&S presently does not provide for further extension of the Due Diligence period but Buyer would like such opportunity to extend the Due Diligence period past November 6, 2020;

Now, therefore, in consideration of the mutual promises of Buyer and Seller and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Buyer and Seller agree as follows and notwithstanding any terms and conditions contained within the P&S to the contrary, paragraph 2 of the P&S is hereby supplemented to contain additional provisions as follows, and the additions and/or modifications contained below shall prevail over any contrary language in the P&S:

1. The last sentence of paragraph 2 is deleted and the following provisions inserted to begin as a new paragraph:

Ability to purchase Extension(s) of Due Diligence to a date after November 6, 2020: Provided the Buyer is diligent in pursuing Approvals, Buyer shall have the ability to exercise up to two additional extensions of the Due Diligence period. Each extension shall be for a period of up to three (3) months. To exercise the third extension, Buyer shall provide Seller with a payment of \$5,000.00 along with a request for an extension of the Due Diligence period up to February 6, 2021. To exercise the fourth extension, Buyer shall provide Seller with a payment of \$5,000.00 along with a request for an extension of the Due Diligence period up to May 6, 2021. Upon timely receipt of said additional payment by Seller, said funds shall be deposited into escrow along with the existing Deposit and the Due Diligence period shall be so extended.

Funds received in connection with a request for extension of the Due Diligence period to February 6, 2021 or May 6, 2021 (as applicable) shall be applied as follows:

- (a) To the Purchase Price in the event of a timely Closing where the Purchase Price is paid to Seller; otherwise
 - (b) So long as the Buyer is diligent in prosecuting approvals and a determination cannot be obtained within the Due Diligence period that the "stream" on the Property is to be classified as an "Intermittent Stream", then such funds shall be divided equally between the Buyer (as a partial refund) and the Seller (as additional liquidated damages); otherwise
 - (c) To the Seller as additional liquidated damages.
-

Any amounts paid prior to November 5, 2020 shall not be subject to the reimbursement provisions of this amendment. Under no circumstances shall the Due Diligence period be extended past May 6, 2021 without a further amendment to the P & S mutually agreed upon by Buyer and Seller.

2. The remainder of the P&S is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) specified by their respective signatures.

DMG Realty Trust

Elite Home Builders LLC

By: Gregory D. Dionis
Name: Gregory D. Dionis Trustee

By: Steyen F. Venincasa
Name: Steyen F. Venincasa

Title: Trustee
Date: 10/28/2020

Title: Manager
Date: 10/26/20

AMENDMENT TO PURCHASE AND SALE AGREEMENT

An amendment to a Purchase and Sales Agreement (P&S) by and between DMG Realty Trust, Gregory D. Dionis, Trustee (Seller) and Elite Home Builders, LLC, Steven Venincasa, Manager ("Buyer") dated on or about December 6, 2019, regarding premises consisting of approximately eighteen (18) acres of unimproved land located on Shrewsbury Street in the Town of Boylston, Worcester County, Massachusetts ("Premises").

Whereas the Buyer has previously requested four three-month extensions of the Due Diligence period pursuant to the terms of the P&S including an amendment dated on or about October 28, 2020;

Whereas the funds in connection with these extension requests have been added to the Deposit provided by the Buyer such that the Deposit is currently \$30,000 and the Due Diligence period shall terminate on May 6, 2021;

Whereas the P&S already acknowledges that this supplemented Deposit shall be applied to the Purchase Price in the event of a closing where the Purchase Price is paid to Seller;

Whereas the Buyer now seeks the opportunity to extend the Due Diligence period past May 6, 2021;

Now, therefore, in consideration of the mutual promises of Buyer and Seller and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Buyer and Seller agree as follows and notwithstanding any terms and conditions contained within the P&S to the contrary, paragraph 2 of the P&S is hereby supplemented to contain additional provisions as follows, and the additions and/or modifications contained below shall prevail over any contrary language in the P&S:

1. The following provisions shall be added to the end of Paragraph 2 (as modified by prior amendment):

Ability to purchase Extension(s) of Due Diligence to a date after May 6, 2021: Although nothing herein shall relieve the Buyer of its obligation to diligently prosecute all approvals and permits, to exercise any further extension, the total Deposit, as supplemented by previous extension requests, shall become non-refundable. Each extension covered by this Agreement shall be for a period of up to six (6) months. To exercise the fifth extension, Buyer shall provide Seller with a payment of \$12,500.00, by wire to be received no later than May 6, 2021, along with a request for an extension of the Due Diligence period up to November 6, 2021. To exercise the sixth extension, Buyer shall provide Seller with a payment of \$12,500.00, by wire to be received no later than November 6, 2021, along with a request for an extension of the Due Diligence period up to May 6, 2022. Upon timely receipt of said additional payment and request by Seller, the Due Diligence period shall be so extended. All funds paid in connection with these extensions, aside from the first \$7,500.00 which shall be released by Seller's attorney to Seller, will be applied to the Purchase Price.

Under no circumstances shall the Due Diligence period be extended past the earlier of the date on which Buyer receives a Comprehensive Permit pursuant to MGL, Ch. 40B with all appeal periods having expired or terminated or May 6, 2022 without a further written amendment to the P & S signed by both Buyer and Seller.

2. The remainder of the P&S is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) specified by their respective signatures.

DMG Realty Trust

Elite Home Builders LLC

By: Gregory D. Dionis, Trustee

By: Steven E. Venincasa

Name: Gregory D. Dionis

Name: Steven E. Venincasa

Title: Trustee

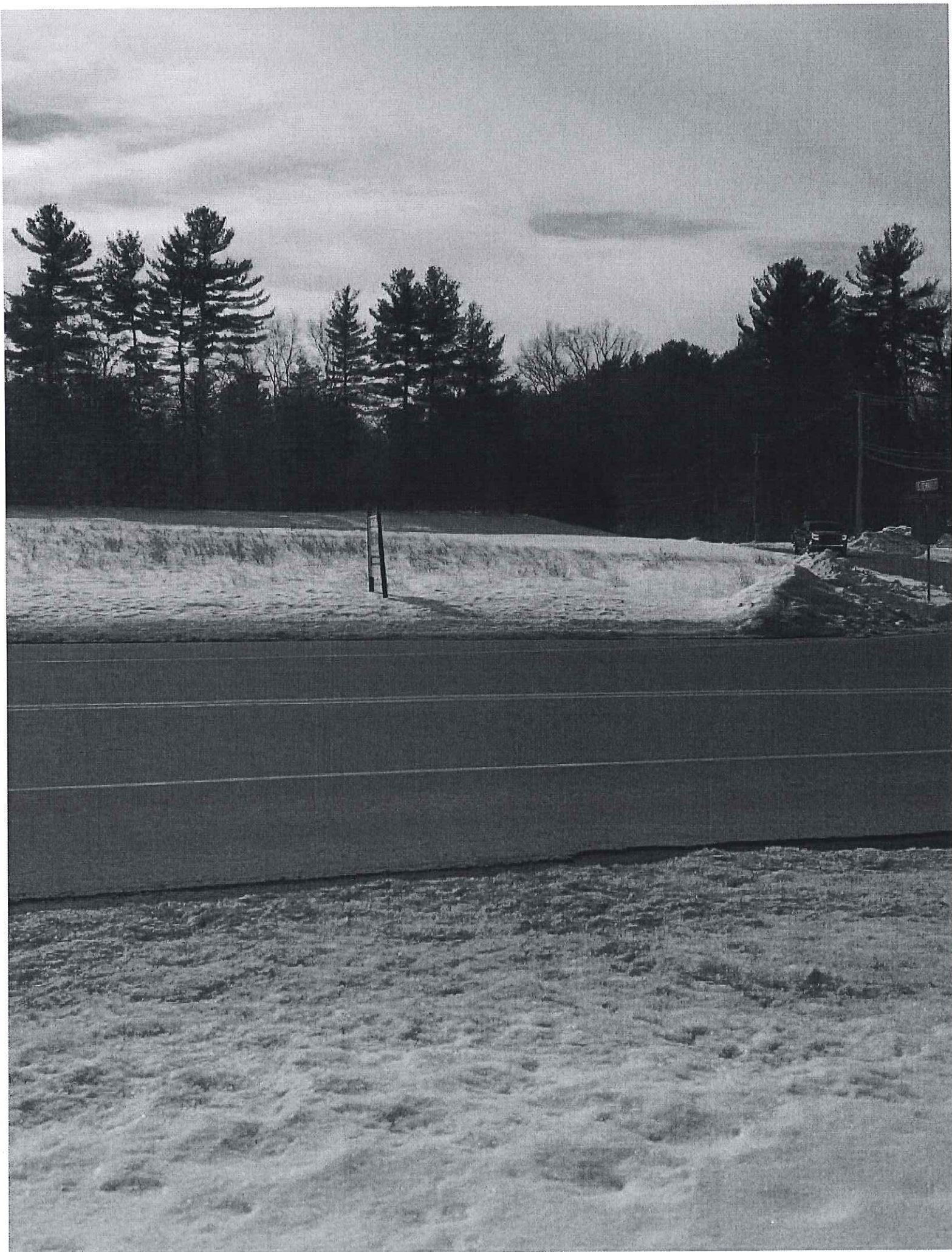
Title: Manager

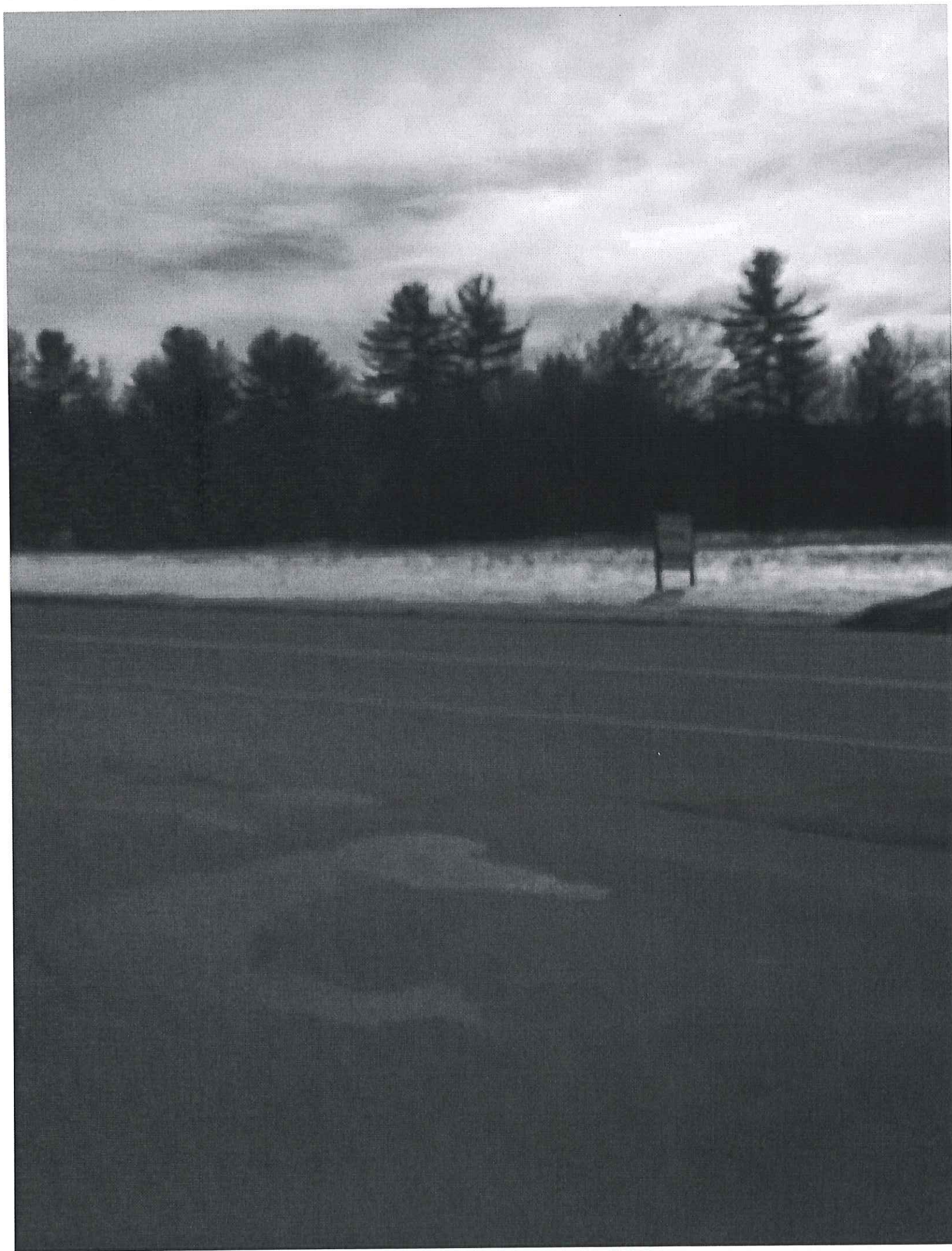
Date: 02/28/2021

Date: 2/26/21

8.

PHOTOGRAPHS OF SITE





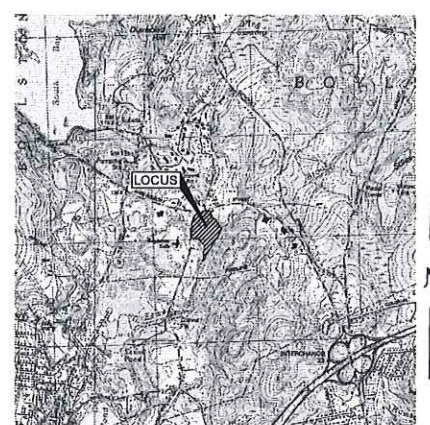
9.

**SITE PLAN SHOWING LOCATION OF
AFFORDABLE UNITS**

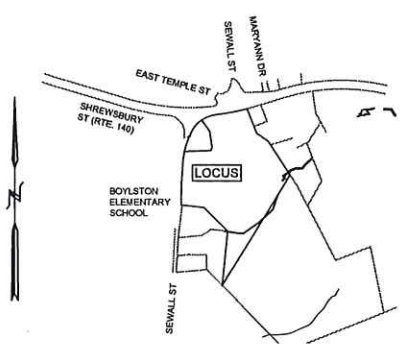
PRELIMINARY SITE PLAN LIP PROJECT

100 SHREWSBURY STREET
ASSESSORS MAP 12 PARCEL 25-2
IN
BOYLSTON, MASSACHUSETTS

OWNED BY:
DMG REALTY TRUST



LOCUS MAP
SCALE: 1:25000



LOCUS MAP
SCALE: 1"=600'

ZONING COMPLIANCE TABLE:

| ZONING DISTRICTS: | FLEXIBLE BUSINESS (FB) AND ROUTE 140 BUSINESS (RB) | WELLHEAD PROTECTION (WP00) |
|-----------------------------|--|-----------------------------|
| OVERLAY DISTRICT: | REQUIRED OR ALLOWED | PROHIBITED |
| LOT AREA | 40,000 S.F. | 780,269 S.F. (18.14± ACRES) |
| LOT FRONTAGE | 150'/125' | 93.3'± |
| FRONT YARD | 25' | 50' (GARAGE) |
| SIDE YARD | 25' | 8' (GARAGE) |
| REAR YARD | 25' | 289' (GARAGE) |
| HEIGHT (STY) | 3 STORY | 4 STORY |
| HEIGHT (FT.) | 45' | 55'± |
| BUILDING COVERAGE | 40% | 4.6% |
| IMPERVIOUS COVER (W/O S.P.) | 15% MAX | 11.9% |
| OPEN SPACE | 20% MIN | 68.1% |

PROPOSED SCOPE:

| RESIDENTIAL: | |
|---------------------|----|
| ONE BEDROOM FLATS | 46 |
| TWO BEDROOM FLATS | 4 |
| THREE BEDROOM FLATS | 8 |
| TOTAL UNITS: | 60 |
| TOTAL BEDROOMS: | 60 |

OFF-STREET PARKING:

| | |
|---------------------------------------|-----|
| PARKING SPACES REQUIRED - RESIDENTIAL | 60 |
| PARKING SPACES PROVIDED | |
| GARAGES | 60 |
| SURFACE LOTS (SOME SHARED) | 74 |
| TOTAL | 134 |

HP SPACES REQUIRED:

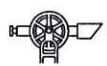
| | |
|---------------------|----------|
| HP SPACES REQUIRED: | 4 |
| HP SPACES PROVIDED: | 4 (1 WW) |

| UNIT SUMMARY | | | | | | |
|--------------|----------|-----------|-----------|----------------------|--------|----------------------|
| STYLE | BEDROOMS | BATHROOMS | AREA S.F. | DISTRIBUTION BY AREA | NUMBER | DISTRIBUTION BY TYPE |
| UNIT A | 1 | 1 | 750 | 12.2% | 10 | 16.7% |
| UNIT B | 1 | 1 | 878 | 8.6% | 8 | 10.0% |
| UNIT B2 | 1 | 1 | 882 | 24.4% | 17 | 28.3% |
| UNIT B3 | 1 | 1 | 1120 | 27.4% | 15 | 25.0% |
| UNIT C | 2 | 2 | 1094 | 7.1% | 4 | 6.7% |
| UNIT F | 3 | 2 | 1553 | 20.3% | 8 | 13.3% |
| TOTAL | 60 | 92 | 61,350 | - | 60 | - |

APPLICANT:
CASA INVESTMENTS, INC.
1 GOLDEN COURT
WESTBOROUGH, MA 01581

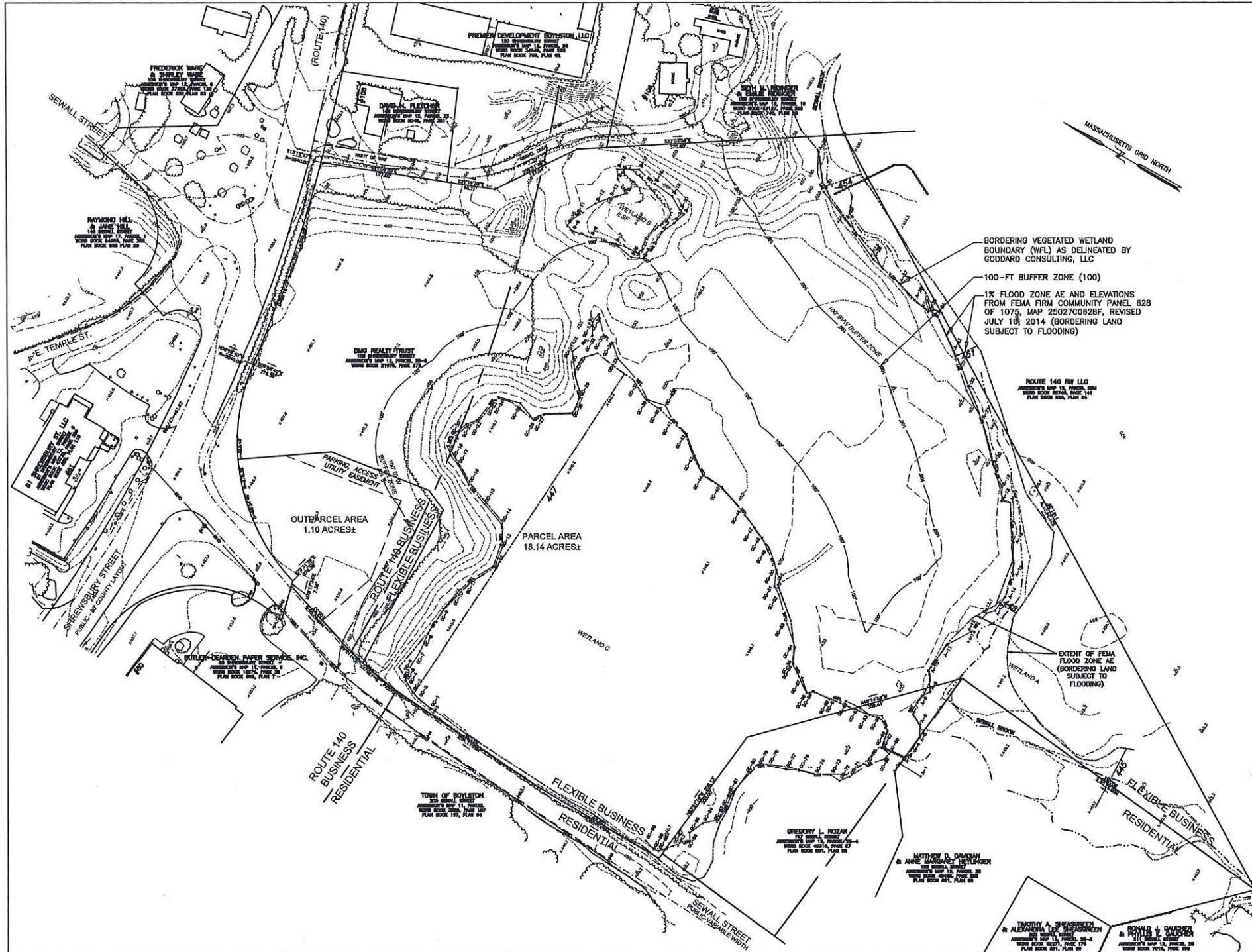
CLIENT NUMBER: 1002
JOB NUMBER: 039-1807
DRAWING: CASA_DMG_BOYLSTON

PREPARED BY:
THOMPSON-LISTON ASSOCIATES, INC.
*Professional Engineers Professional Land Surveyors
Erosion Control Specialists*
51 Main Street, Post Office Box 570
Boylston, Massachusetts 01505-0570
Telephone (508) 869-6151 FAX (508) 869-6842



DATE:
PROGRESS PRINT FEBRUARY 10, 2021

| PLAN SHEET DIRECTORY | SHEET NUMBER |
|--------------------------------------|--------------|
| COVER SHEET | - |
| EXISTING CONDITIONS & WETLANDS | C1 |
| PROPOSED SITE LAYOUT PLAN | C2 |
| GRADING & DRAINAGE PLAN | C3 |
| UTILITY PLAN | C4 |
| EROSION & SEDIMENTATION CONTROL PLAN | C5 |



- LEGEND**
- ⊗ SOIL TEST PIT
 - EXISTING CATCH BASIN
 - ⊙ EXISTING DRAIN MANHOLE
 - ⊙ EXISTING SEWER MANHOLE
 - ⊙ EXISTING HYDRANT
 - ⊙ EXISTING WATER GATE
 - ⊙ EXISTING ELECTRIC MANHOLE
 - ⊙ EXISTING UTILITY POLE
 - ⊙ EXISTING LIGHT ON POLE
 - ⊙ EXISTING STREET SIGN
 - ⊙ EXISTING HANCOCK RAMP
 - EXISTING DRAIN PIPE
 - EXISTING SEWER PIPE
 - EXISTING WATER PIPE
 - EXISTING BERM OR CURBING
 - EXISTING EDGE OF PAVEMENT
 - GRANITE MONUMENT
 - CONCRETE MONUMENT
 - 2' CONTOUR
 - 10' CONTOUR
 - 1:12.5
 - EXISTING SPOT GRADE
 - STREAM
 - WETLAND BOUNDARY
 - 100-FT BUFFER ZONE
 - 1% FLOOD ZONE AE

BORDERING VEGETATED WETLAND BOUNDARY (WFL) AS DELINEATED BY GODDARD CONSULTING, LLC

100-FT BUFFER ZONE (100)

1% FLOOD ZONE AE AND ELEVATIONS FROM FEMA FIRM COMMUNITY PANEL 628 OF 1075, MAP 250270028F, REVISED JULY 18, 2014 (BORDERING LAND SUBJECT TO FLOODING)

ROUTE 140 R/R LLC
 100-FT BUFFER ZONE (100)

OUTPARCEL AREA
 1.10 ACRES±

PARCEL AREA
 18.14 ACRES±

EXTENT OF FEMA FLOOD ZONE AE (BORDERING LAND SUBJECT TO FLOODING)

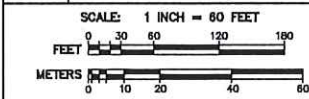
PROGRESS PRINT

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 DATE: 2-10-2021

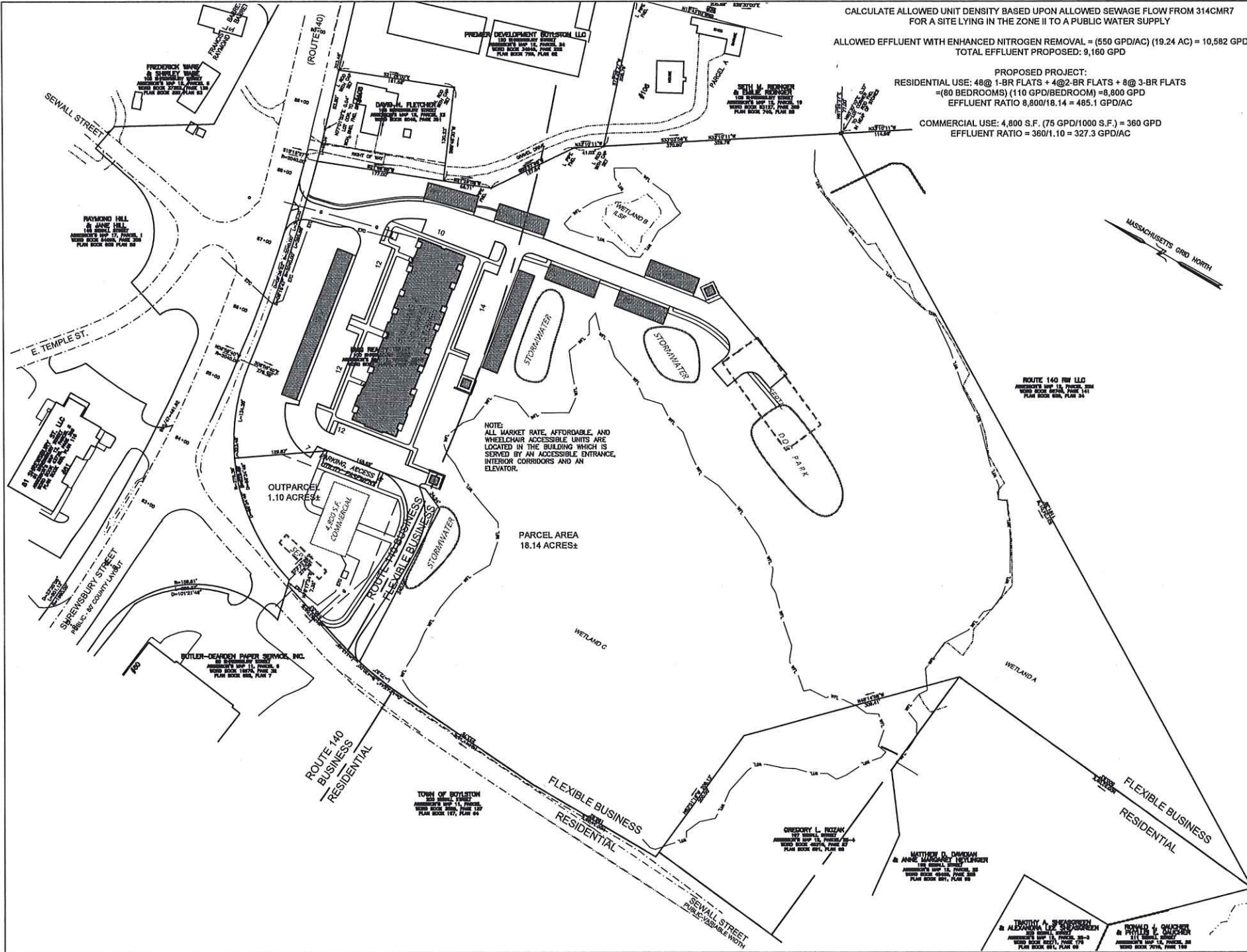
THOMPSON-LISTON ASSOCIATES, INC.
 Professional Engineers Professional Land Surveyors
 Erosion Control Specialists
 51 Main Street, Post Office Box 570, Boylston, MA 01505
 Telephone: 508-859-6151 FAX: 508-859-6842

| | | | |
|----------|---------------|---------|-------------------|
| CLT. NO. | 1002 | JOB NO. | 039-1870 |
| DATE: | JULY 30, 2020 | DWG NO. | CASA_DMG_BOYLSTON |

| REVISIONS | |
|-----------|---|
| DATE | DESCRIPTION |
| 1-4-2021 | ADD WF# A-12.1, GO-40R, REMOVE RIVERFRONT DETERMINATION FROM AROUND |
| | |
| | |



PRELIMINARY SITE PLAN
 100 SHREWSBURY STREET
 BOYLSTON, MASSACHUSETTS
 PREPARED FOR
 CASA INVESTMENTS, INC.
 P O BOX 1205
 WESTBOROUGH, MA 01581



CALCULATE ALLOWED UNIT DENSITY BASED UPON ALLOWED SEWAGE FLOW FROM 314CMR7 FOR A SITE LYING IN THE ZONE II TO A PUBLIC WATER SUPPLY
 ALLOWED EFFLUENT WITH ENHANCED NITROGEN REMOVAL = (550 GPD/AC) (19.24 AC) = 10,582 GPD
 TOTAL EFFLUENT PROPOSED: 9,160 GPD

PROPOSED PROJECT:
 RESIDENTIAL USE: 48@ 1-BR FLATS + 4@2-BR FLATS + 8@ 3-BR FLATS
 =(80 BEDROOMS) (110 GPD/BEDROOM) =8,800 GPD
 EFFLUENT RATIO 8,800/18.14 = 485.1 GPD/AC

COMMERCIAL USE: 4,800 S.F. (75 GPD/1000 S.F.) = 360 GPD
 EFFLUENT RATIO = 360/1.10 = 327.3 GPD/AC

NOTE:
 ALL MARKET RATE, AFFORDABLE, AND WHEELCHAIR ACCESSIBLE UNITS ARE LOCATED IN THE BUILDING WHICH IS SERVED BY AN ACCESSIBLE ENTRANCE, INTERIOR CORRIDORS AND AN ELEVATOR.

- LEGEND**
- ⊗ SOIL TEST PIT
 - ⊙ EXISTING CATCH BASIN
 - ⊙ EXISTING DRAIN MANHOLE
 - ⊙ EXISTING SEWER MANHOLE
 - ⊙ EXISTING HYDRANT
 - ⊙ EXISTING WATER GATE
 - ⊙ EXISTING ELECTRIC MANHOLE
 - ⊙ EXISTING UTILITY POLE
 - ⊙ EXISTING LIGHT ON POLE
 - ⊙ EXISTING STREET SIGN
 - ⊙ EXISTING HANDICAP RAMP
 - EXISTING DRAIN PIPE
 - EXISTING SEWER PIPE
 - EXISTING WATER PIPE
 - EXISTING BODM OR CURBING
 - EXISTING EDGE OF PAVEMENT
 - GRANITE MONUMENT
 - CONCRETE MONUMENT
 - 2' CONTOUR
 - 10' CONTOUR
 - 1132.5 EXISTING SPOT GRADE
 - STREAM
 - WETLAND BOUNDARY
 - 100-FT BUFFER ZONE
 - 1% FLOOD ZONE AE

ZONING COMPLIANCE TABLE:

| ZONING DISTRICTS: | FLEXIBLE BUSINESS (FB) AND ROUTE 140 BUSINESS (RB) | WELLHEAD PROTECTION (WP00) |
|-----------------------------|--|--------------------------------------|
| OVERLAY DISTRICT: | REGULATED OR ALLOWED 40,000 S.F. | PROVIDED 790,260 S.F. (18.14± ACRES) |
| LOT AREA | 150' / 125' | 923,327 |
| FRONT YARD | 25' | 56' (GARAGE) |
| SIDE YARD | 25' | 6' (GARAGE) |
| REAR YARD | 25' | 268' (GARAGE) |
| HEIGHT (STY) | 4 STORY | 4 STORY |
| HEIGHT (FT.) | 45' | 55'± |
| BUILDING COVERAGE | 40% | 4.6% |
| IMPERVIOUS COVER (W/O S.P.) | 15% MAX | 11.3% |
| OPEN SPACE | 20% MIN | 88.1% |

PROPOSED SCOPE:

| | |
|---------------------|----|
| RESIDENTIAL: | |
| ONE BEDROOM FLATS | 48 |
| TWO BEDROOM FLATS | 4 |
| THREE BEDROOM FLATS | 8 |
| TOTAL UNITS | 60 |
| TOTAL BEDROOMS: | 80 |

OFF-STREET PARKING:

| | |
|---------------------------------------|----------|
| PARKING SPACES REQUIRED - RESIDENTIAL | 80 |
| PARKING SPACES PROVIDED | 60 |
| GARAGES | 74 |
| SURFACE LOTS (SOME SHARED) | 134 |
| TOTAL: | |
| HP SPACES REQUIRED: | 4 |
| HP SPACES PROVIDED: | 4 (1 VW) |

PROGRESS PRINT
 INFORMATION SHOWN ON THIS PLAN IS NOT NECESSARILY COMPLETE OR CORRECT.
 DATE: 2-10-2021

THOMPSON-LISTON ASSOCIATES INC.
 Professional Engineers, Professional Land Surveyors
 Erosion Control Specialists
 51 Main Street, Post Office Box 570, Boylston, MA 01505
 Telephone: 508-669-6151 FAX: 508-669-6842

CLT. NO. 1002 JOB NO. 039-1870
 DATE: JULY 30, 2020 DWG NO. CASA_DMG_BOYLSTON

REVISIONS

| DATE | DESCRIPTION |
|------|-------------|
| | |
| | |
| | |

SCALE: 1 INCH = 60 FEET
 0 30 60 120 180
 FEET
 0 10 20 40 60
 METERS

PRELIMINARY SITE PLAN
 100 SHREWSBURY STREET
 BOYLSTON, MASSACHUSETTS
 PREPARED FOR
 CASA INVESTMENTS, INC.
 P O BOX 1205
 WESTBOROUGH, MA 01581



MASSACHUSETTS GRID NORTH

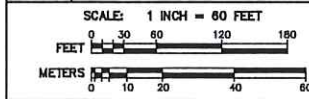
- LEGEND**
- ☒ X SOIL TEST PIT
 - EXISTING CATCH BASIN
 - EXISTING DRAIN MANHOLE
 - EXISTING SEWER MANHOLE
 - EXISTING HYDRANT
 - W.G. EXISTING WATER GATE
 - EXISTING ELECTRIC MANHOLE
 - EXISTING UTILITY POLE
 - EXISTING LIGHT ON POLE
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 - EXISTING WATER PIPE
 - EXISTING BERM OR CURBING
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 - GRANITE MONUMENT
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 - 2' CONTOUR
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 - EXISTING SPOT GRADE
 - STREAM
 - WETLAND BOUNDARY
 - 100-FT BUFFER ZONE
 - 1% FLOOD ZONE AE
 - PROPOSED CATCHBASIN
 - PROPOSED DRAIN / DMI
 - PROPOSED SEWER / SMH
 - PROPOSED WATER LINE
 - PROPOSED UG ELEC./CABLE/TELE
 - PROPOSED SEDIMENTATION CONTROL
 - PROPOSED SPOT GRADE
 - PROPOSED CONTOUR AND LABEL
 - PROPOSED EDGE OF PAVEMENT
 - PROPOSED LIGHT POLE
 - PROPOSED HANDICAP PARKING
 - PROPOSED STOCKADE FENCE

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 DATE: 2-10-2021

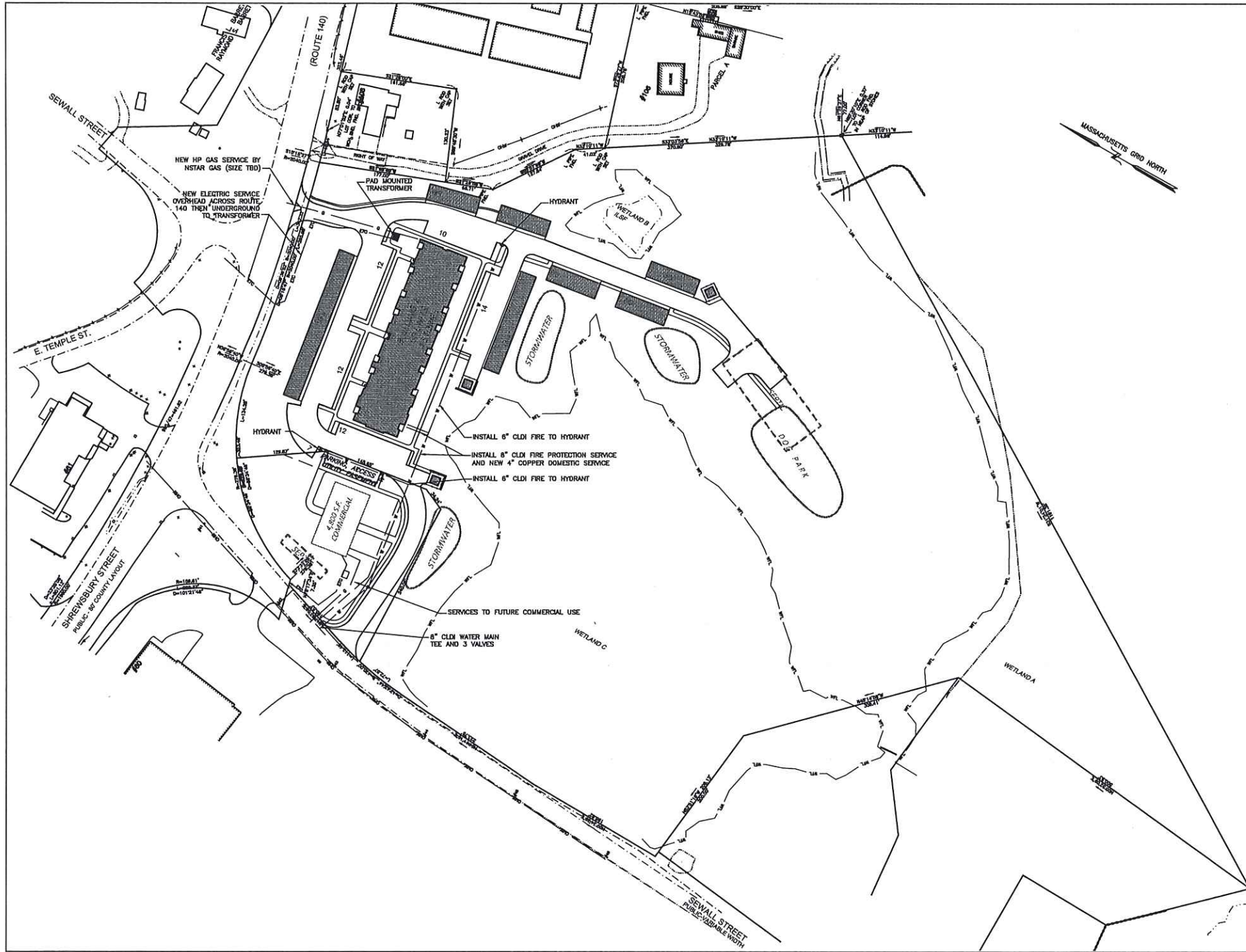
THOMPSON-LISTON
 ASSOCIATES, INC.
*Professional Engineers Professional Land Surveyors
 Erosion Control Specialists*
 51 Main Street, Post Office Box 570, Boylston, MA 01505
 Telephone: 508-869-6151 FAX 508-869-6842

| | |
|------------------------|------------------------------|
| CLT. NO. 1002 | JOB NO. 039-1870 |
| DATE: JULY 30, 2020 | DWG NO. CASA_DM2_BOYLSTON |

| REVISIONS | |
|-----------|-------------|
| DATE | DESCRIPTION |
| | |
| | |
| | |



PRELIMINARY SITE PLAN
 100 SHREWSBURY STREET
 BOYLSTON, MASSACHUSETTS
 PREPARED FOR
 CASA INVESTMENTS, INC.
 P O BOX 1205
 WESTBOROUGH, MA 01581



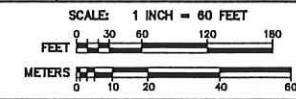
- LEGEND**
- X SOIL TEST PIT
 - EXISTING CATCH BASIN
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 - EXISTING BERM OR CURBING
 - EXISTING EDGE OF PAVEMENT
 - GRANITE MONUMENT
 - CONCRETE MONUMENT
 - 2' CONTOUR
 - 10' CONTOUR
 - X132.5 EXISTING SPOT GRADE
 - STREAM
 - WETLAND BOUNDARY
 - 100-FT BUFFER ZONE
 - 1% FLOOD ZONE AE
 - PROPOSED CATCHBASIN
 - PROPOSED DRAIN / DMH
 - PROPOSED SEWER / SMH
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 - PROPOSED LIGHT POLE
 - PROPOSED HANDICAP PARKING
 - PROPOSED STOCKADE FENCE

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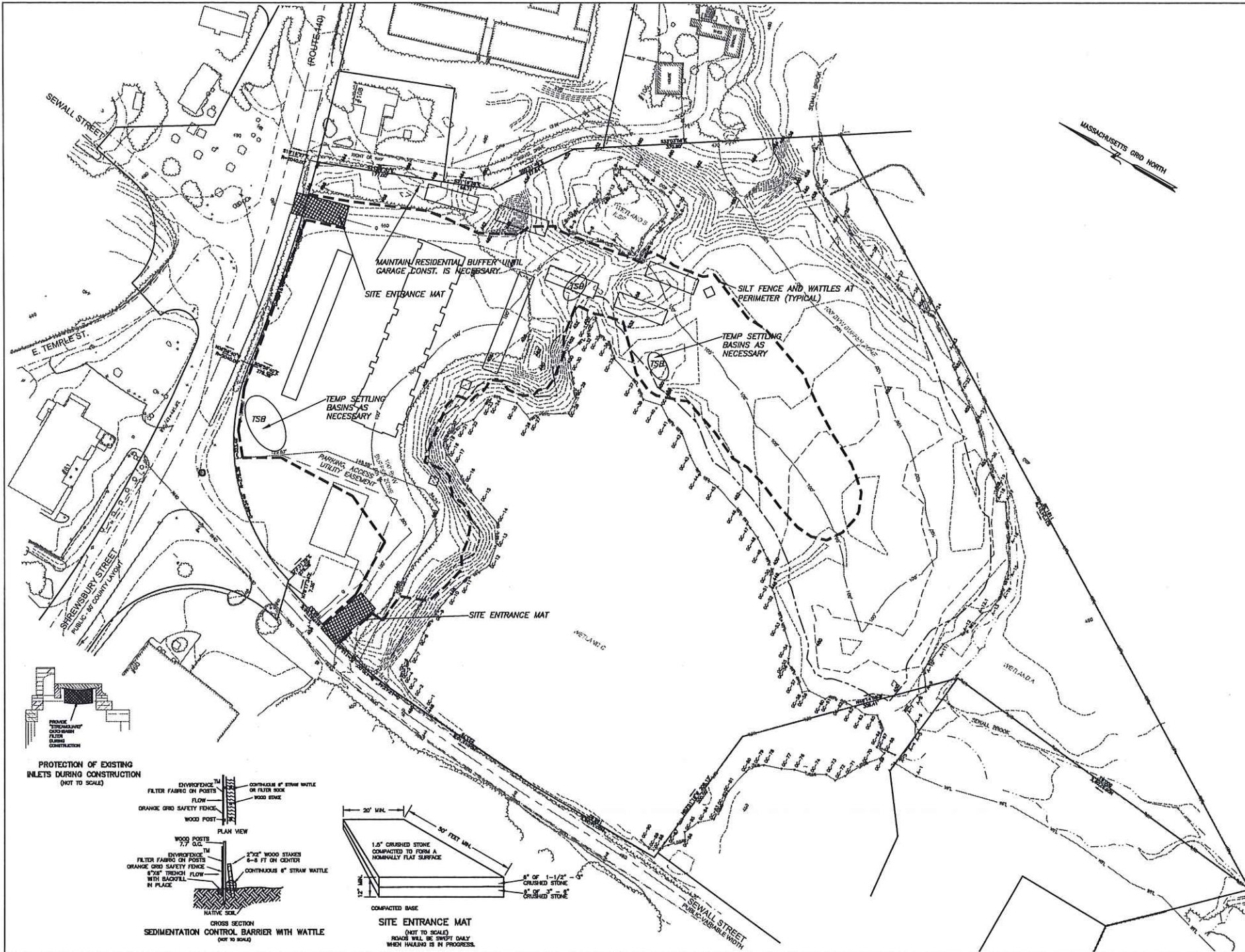
THOMPSON-LISTON
 ASSOCIATES, INC.
Professional Engineers Professional Land Surveyors
Erosion Control Specialists
 51 Main Street, Post Office Box 570, Boylston, MA 01506
 Telephone 508-669-6151 FAX 508-669-6842

| | |
|-------------------------------|-------------------------------------|
| CLT. NO. 1002 | JOB NO. 039-1870 |
| DATE: JULY 30, 2020 | DWG NO. CASA_DMG_BOYLSTON |

| REVISIONS | |
|-----------|-------------|
| DATE: | DESCRIPTION |
| | |
| | |
| | |



PRELIMINARY SITE PLAN
 100 SHREWSBURY STREET
 BOYLSTON, MASSACHUSETTS
 PREPARED FOR
CASA INVESTMENTS, INC.
 P O BOX 1205
 WESTBOROUGH, MA 01581



- EROSION & SEDIMENTATION CONTROL MEASURES AND SEQUENCE:**
1. USE GATED ENTRANCE DURING DEMOLITION AND CONSTRUCTION. PROVIDE SITE ENTRANCE MAT/TIRE SCRUBBER TO PREVENT TRACKING.
 2. PROVIDE TEMPORARY CHAIN LINK FENCE AT PERIMETER WHERE THERE IS NOT AN EXISTING FENCE AND MAINTAIN THROUGHOUT SITE CONSTRUCTION PERIOD.
 3. INSTALL SILT FENCE AND WATTLES AT PERIMETER PRIOR TO ANY EARTH WORK.
 4. INSTALL CATCH BASIN FILTERS ON ALL SITE INLETS AND DOWNSTREAM CATCH BASINS PRIOR TO ANY DEMOLITION OR EARTH WORK.
 5. CLEANING AND GRUBBING TO LIMITS OF WORK. MAINTAIN AND REPLACE PERIMETER CONTROLS AS NECESSARY.
 6. PROVIDE TEMPORARY SETTLING BASINS AND DIVERSIONS TO CONVEY CONSTRUCTION PERIOD RUNOFF INTO THEM.
 7. EXCAVATION AND CONSTRUCTION OF PERIMETER RETAINING WALLS, STORMWATER AND FLOOD STORAGE SYSTEMS. BEGIN EARTH MOVING AND CONSTRUCTION OF FILL.
 8. IN FILL AREAS, PLACE FILL AT THE PERIMETER OF THE FILL SECTION FIRST AND WORK INTO THE CENTER, IN ORDER TO FORM A DOME AND DEPRESSION TO CONTROL RUNOFF.
 9. COVER ALL STOCKPILES AND PROTECT THEM WITH SILT FENCES AROUND THE OUTSIDE.
 10. AT ALL TIMES, PREVENT THE DISCHARGE OF ANY SILT LADEN STORMWATER INTO WETLAND RESOURCE AREAS, STORMWATER INLETS AND PUBLIC WAYS.
 11. INSTALLATION OF UTILITIES, SITE DRAINAGE, AND CONTINUE MOVING OF FILL.
 12. PREPARATION OF SUBGRADE IN PAVED AREAS.
 13. INSTALLATION OF CURBS, WALKS, LIGHTING.
 14. BASE COURSE OF PAVEMENT, PERMANENT FENCING, IMPORT TOPSOIL FOR LANDSCAPED AREAS.
 15. LANDSCAPING AND SEEDING.
 16. PROVIDE TEMPORARY STABILIZATION OF ALL EXPOSED SOILS WITHIN 14 DAYS.
 17. TOP COURSE OF PAVEMENT, SIGNS, AND MARKINGS.
 18. SEE THE CONSTRUCTION PERIOD O&M PLAN, REGULARLY INSPECT AND MAINTAIN EROSION AND SEDIMENTATION CONTROLS. O&M AND INSPECTION FORMS ARE PROVIDED IN THE STORMWATER REPORT.
 19. THE DISTURBED AREA COMPRESSES 6.21 ACRES (270,000 SQ.FT.) SEE THE ACCOMPANYING POLLUTION PREVENTION PLAN FOR MORE SPECIFIC INFORMATION.
 20. APPLY WATER TO CONTROL DUST AT ALL TIMES.
 21. EXISTING IMPERVIOUS COVER = 0 SQ.FT. PROPOSED IMPERVIOUS COVER = 94,200 SQ.FT.
 22. USE OF HYDROLYTIS REQUIRES A PERMIT FROM THE BOYLSTON WATER DISTRICT.

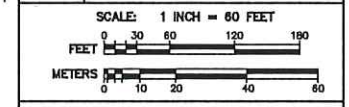
DIG SAFE:
EXCEPT FOR VISIBLE STRUCTURES (MANHOLES, GATES, POLES, ETC.) LOCATED BY THOMPSON-LISTON ASSOCIATES, INC., ALL UNDERGROUND UTILITIES SHOWN WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM THE VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING OR INSTALLING, SCAFFOLDING, GRADING, PAVEMENT RESTORATION, OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC & PRIVATE, MUST BE CONTACTED, INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THE PLAN.
THOMPSON-LISTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OBTAINED OR INACCURATELY SHOWN. CALL "DUG SAFE" AT 1-866-06-SAFE (1-866-344-7233) BY CALLING 811 OR BY OTHER ALLOWED MEANS.

PROGRESS PRINT
INFORMATION SHOWN ON THIS PLAN IS NOT NECESSARILY COMPLETE OR CORRECT.
DATE: 2-10-2021

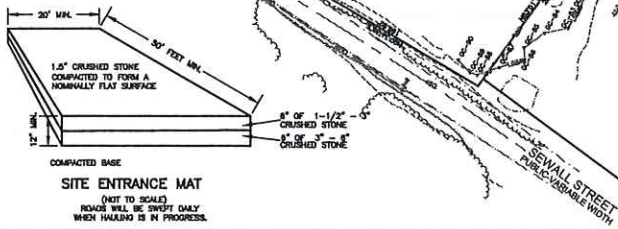
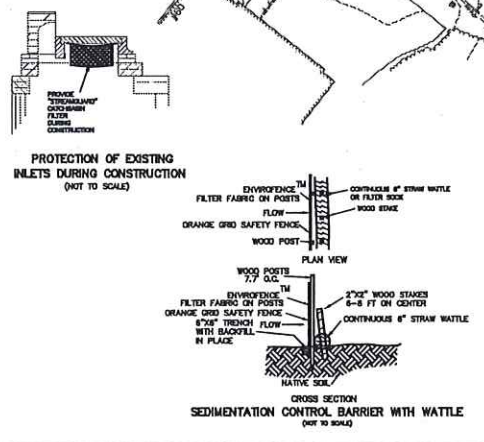
THOMPSON-LISTON ASSOCIATES, INC.
Professional Engineers Professional Land Surveyors
Erosion Control Specialists
51 Main Street, Post Office Box 570, Boylston, MA 01505
Telephone: 508-669-6151 FAX: 508-669-6842

| | | | |
|----------|---------------|---------|-------------------|
| CLT. NO. | 1002 | JOB NO. | 039-1870 |
| DATE: | JULY 30, 2020 | DWG NO. | CASA_DMG_BOYLSTON |

| REVISIONS | |
|-----------|-------------|
| DATE | DESCRIPTION |
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| | |
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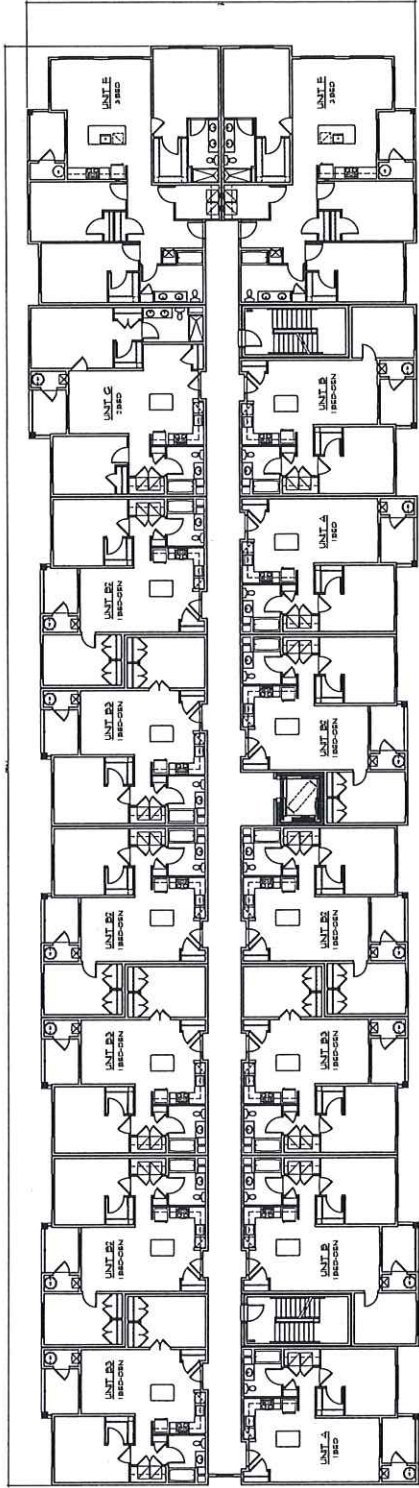


PRELIMINARY SITE PLAN
100 SHREWSBURY STREET
BOYLSTON, MASSACHUSETTS
PREPARED FOR
CASA INVESTMENTS, INC.
P O BOX 1205
WESTBOROUGH, MA 01581

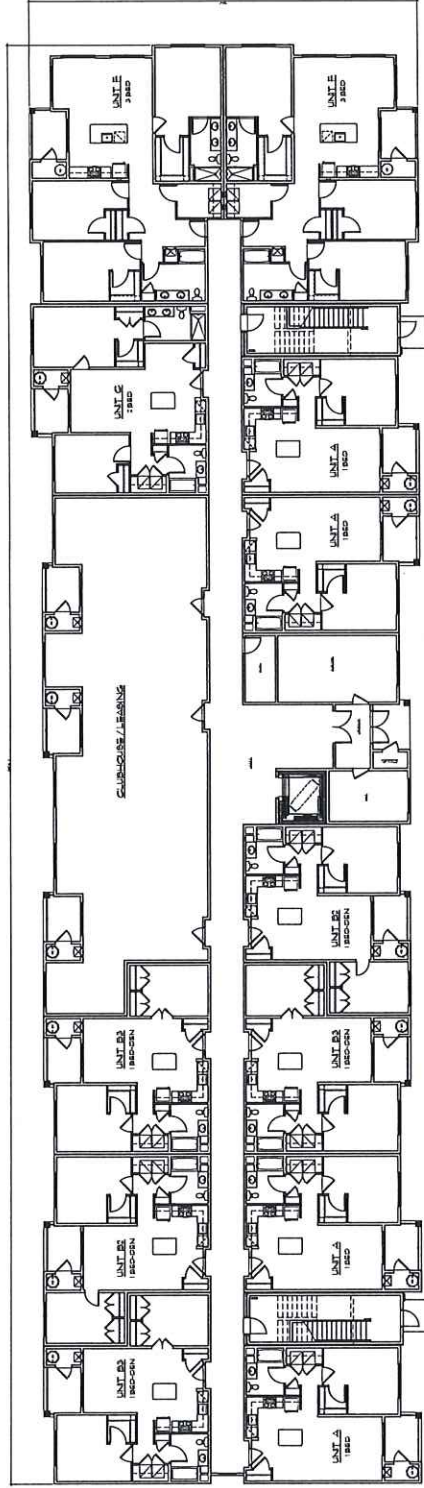


10.

SAMPLE FLOOR PLANS AND ELEVATIONS



SECOND - FOURTH FLOORS



FIRST FLOOR

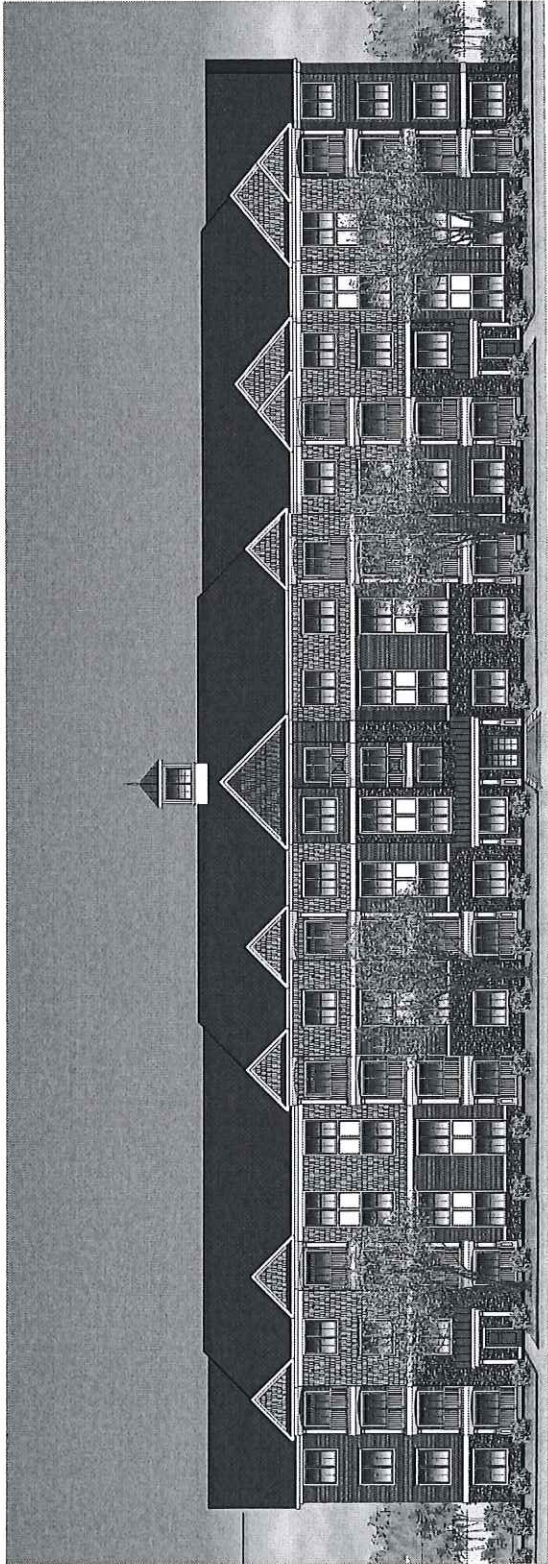
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 337-116-0002
 0 207 - GATE ARCHITECTURE LLC

GATE
 architecture

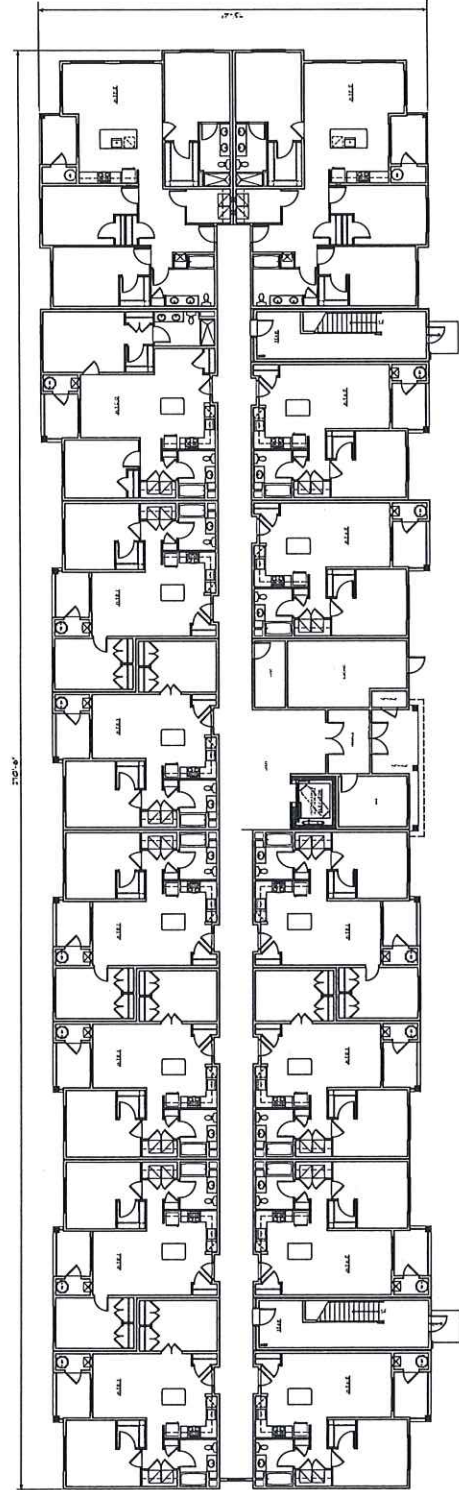
2045 Route 35
 Wall, New Jersey 07719
 958.493.2001

BOYLSTON APARTMENTS - ALTERNATE

BOYLSTON, MASSACHUSETTS
 CASA INVESTORS, INC.



FRONT ELEVATION



FIRST FLOOR PLAN

307 W. 11th ST.
 FERRIS BUILDING
 01001 - GATEWAY ARCHITECTURE LLC
GATE
 architecture
 2045 Route 35
 Wall, New Jersey 07719
 856.493.2001

BOYLSTON APARTMENTS

BOYLSTON, MASSACHUSETTS
 ELITE HOME BUILDERS, LLC

BOYLESTON APARTMENTS ALT
 Boylston, MA
 1/9/21

PROJECT INFORMATION

Code Requirements: MA State Building Code (780 CMR) 9th Edition (2015 IBC)
 2015 IECC
 521 CMR Architectural Access Board

Building Use Group: R-2 Residential Building
 A-3 / B Club / Leasing

Bldg. Construction Type: 5 A Residential Building
 5 B Club / Leasing

Building Height:
 (To Peak) Residential Building

Total # of Bldgs. 1 Residential Building

Gross Building Area: 73,382 Residential Building
 2,649 Club / Leasing (in residential building)

Gross Ground Floor Area 20,054

Total # of Units: 60

Adaptable Units (Group 1) 57

Handicap Units (Group 2) 3 5%

Total # of Bedrooms 80

BOYLESTON APARTMENTS ALIT
 Boylston, MA
 1/9/21

BUILDING DATA - FOUR STORY ELEVATOR BUILDING

| BLDG 1 | | 1 Building(s) | | Unit GSF (1) | | Balcony Area | | Total Unit Area | | 1st Floor | | | | 2nd Floor | | | | 3rd Floor | | | | 4th Floor | | | | Total | | Distribution | |
|----------------|-------------------------|---------------|--------------|-----------------|-----------|--------------|-----------|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|--------------|--|--|--|-------|--|--------------|--|
| Units by Floor | Description | Unit GSF (1) | Balcony Area | Total Unit Area | 1st Floor | 2nd Floor | 3rd Floor | 4th Floor | 1st Floor | 2nd Floor | 3rd Floor | 4th Floor | 1st Floor | 2nd Floor | 3rd Floor | 4th Floor | 1st Floor | 2nd Floor | 3rd Floor | 4th Floor | Total | Distribution | | | | | | | |
| | | (sq ft) | (sq ft) | (sq ft) | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unit A | 1 Bed | 750 | 63 | 813 | 4 | 2 | 2 | 2 | 10 | 16.7% | | | | | | | | | | | | | | | | | | | |
| Unit B | 1 Bed-Den / 1 Bath | 876 | 63 | 939 | 2 | 2 | 2 | 2 | 6 | 10.0% | | | | | | | | | | | | | | | | | | | |
| Unit B2 | 1 Bed-Den / 1 Bath | 882 | 63 | 945 | 2 | 5 | 5 | 5 | 17 | 28.3% | | | | | | | | | | | | | | | | | | | |
| Unit B3 | 1 Bed-int. Den / 1 Bath | 882 | 63 | 945 | 3 | 4 | 4 | 4 | 15 | 25.0% | | | | | | | | | | | | | | | | | | | |
| Unit C | 2 Bed / 2 Bath | 1,094 | 61 | 1,155 | 1 | 1 | 1 | 1 | 4 | 6.7% | | | | | | | | | | | | | | | | | | | |
| Unit E | 2 Bed / 2 Bath End | 1,213 | 66 | 1,279 | 2 | 2 | 2 | 2 | 8 | 13.3% | | | | | | | | | | | | | | | | | | | |
| Unit F | 3 Bed / 2 Bath End | 1,553 | 65 | 1,618 | - | - | - | - | - | - | | | | | | | | | | | | | | | | | | | |
| Totals | | | | | 12 | 16 | 16 | 16 | 60 | 100.0% | | | | | | | | | | | | | | | | | | | |

| Unit Area Totals by Building | Unit GSF (1) | Balcony Area | Total Unit Area |
|------------------------------|--------------|--------------|-----------------|
| | (sq ft) | (sq ft) | (sq ft) |
| Unit A | 7,500 | 630 | 8,130 |
| Unit B | 5,256 | 378 | 5,634 |
| Unit B2 | 14,994 | 1,071 | 16,065 |
| Unit B3 | 13,230 | 945 | 14,175 |
| Unit C | 4,376 | 244 | 4,620 |
| Unit E | - | - | - |
| Unit F | 12,424 | 520 | 12,944 |
| Totals | 57,780 | 3,788 | 61,568 |

Note 1: Per ANSI/BOMA Z65.4-2010
 Note 2: Unit GSF + Common area
 Note 3: Unit GSF / Total Floor Area

| Building Totals | Unit GSF (1) | Balcony Area | Total Unit Area | Common Area | Floor Area to Gross | Rentable |
|-----------------|--------------|--------------|-----------------|-------------|---------------------|----------|
| | (sq ft) | (sq ft) | (sq ft) | (sq ft) | (2) | (3) |
| 1st Floor | 11,610 | 758 | 12,368 | 5,795 | 17,405 | 66.7% |
| 2nd Floor | 15,390 | 1,010 | 16,400 | 2,079 | 17,469 | 88.1% |
| 3rd Floor | 15,390 | 1,010 | 16,400 | 2,079 | 17,469 | 88.1% |
| 4th Floor | 15,390 | 1,010 | 16,400 | 2,079 | 17,469 | 88.1% |
| Totals | 57,780 | 3,788 | 61,568 | 12,032 | 69,812 | 82.8% |

BOYLESTON APARTMENTS ALT
 Boylston, MA
 1/9/21

PROJECT DATA

| Units by Project | Description | Unit GSF (1) (sq ft) | BLDG 1 | TOTAL | Percent of Total | Total Bedrooms |
|------------------|-------------------------|-------------------------|--------|-------|------------------------|-------------------|
| Unit A | 1 Bed | 750 | 10 | 10 | 16.7% | 10 |
| Unit B | 1 Bed-Den / 1 Bath | 876 | 6 | 6 | 10.0% | 6 |
| Unit B2 | 1 Bed-Den / 1 Bath | 882 | 17 | 17 | 28.3% | 17 |
| Unit B3 | 1 Bed-Int. Den / 1 Bath | 1,120 | 15 | 15 | 25.0% | 15 |
| Unit C | 2 Bed / 2 Bath | 1,094 | 4 | 4 | 6.7% | 8 |
| Unit E | 2 Bed / 2 Bath End | 1,213 | - | - | - | - |
| Unit F | 3 Bed / 2 Bath End | 1,553 | 8 | 8 | 13.3% | 24 |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| - | - | - | - | - | - | - |
| Totals | | | 60 | 60 | 100.0% | 80 |

| Unit Area Totals by Project | Unit GSF (1) (sq ft) | Distribution |
|--------------------------------|-------------------------|--------------|
| Unit A | 7,500 | 12.2% |
| Unit B | 5,256 | 8.6% |
| Unit B2 | 14,994 | 24.4% |
| Unit B3 | 16,800 | 27.4% |
| Unit C | 4,376 | 7.1% |
| Unit E | - | - |
| Unit F | 12,424 | 20.3% |
| - | - | - |
| - | - | - |
| - | - | - |
| Totals | 61,350 | 100.0% |

Note 1: Per ANSI/BOMA Z65.4-2010
 Note 2: Unit GSF + Common area
 Note 3: Unit GSF / Total Floor Area

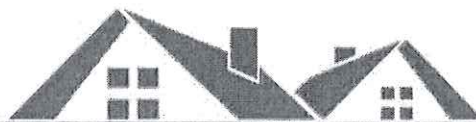
| Building Totals by Project | Unit GSF (1) (sq ft) | Common Area (sq ft) | Total Floor Area (2) | Rentable to Gross (3) |
|-------------------------------|-------------------------|------------------------|-------------------------|--------------------------|
| Residential Building | 61,350 | 12,032 | 73,382 | 83.6% |

11.

**PROPOSED MARKETING AND LOTTERY
MATERIALS**



your resource for Affordable Housing



**Trailside Apartments
Boylston, MA**

**Marketing and Outreach Plan
Lottery Plan**

Introduction

Trailside Apartments is a new 60-unit apartment complex located at 100 Shrewsbury Street in Boylston. This plan describes the marketing program and minority outreach for Trailside Apartments.

The units will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) through the LIP Program. Fifteen affordable apartments will be distributed through two lottery pools: Local Preference Pool and Open Pool. The unit breakdown is 12 one bedroom, 2 two bedroom and 1 three-bedroom apartment. Units are available 80% of median income.

The objective of the marketing program is to identify a sufficient pool of applicants for the available affordable units. Based upon the lottery results, all applicants will have their proper rank in the lottery pool. This will enable us to quickly determine who would have the first opportunity to rent an available affordable unit.

Potential Tenants will not be discriminated against on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

Potential Tenants with disabilities are entitled to request a reasonable accommodation in rules, policies, practices or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

What follows is a list of activities and materials we intend to utilize to assist in unit marketing, processing of the application and our attempts to reach out to all income eligible households, in particular those least likely to apply including households with limited English proficiency and minorities.

General Information

Trailside Apartments LLC and the Town of Boylston have worked together to provide affordable housing opportunities at Trailside Apartments. The project will provide a total of 15 new affordable one, two and three-bedroom rental units.

Surface parking is available for each unit. Garage parking is available for \$150/mo based on availability. Each unit includes a washer and dryer. This is a smoke free development. Up to 2 pets are allowed. Size and breed restrictions apply along with monthly pet rents of \$60 per dog and \$30 per cat. Pet rents subject to change. A pet

deposit may also be required. A clubhouse is available. There is an elevator in the building. All kitchen appliances are included along with in-unit washer and dryers.

Rental Units are calculated to be affordable for households earning up to 80% of the Area Median Income. The following rents are based on the 2020 income limits and the current 2019 Shrewsbury Housing Authority Utility Allowance schedule:

80%

| Worcester | Household Size | 80% Median Income | Monthly Income | Max Rent* | Utility Allowance | Final Rent |
|-----------|----------------|-------------------|----------------|-----------|-------------------|------------|
| 1 Bedroom | 2 | \$62,800 | \$5,233 | \$1,569 | \$132 | \$1,437 |
| 2 Bedroom | 3 | \$70,650 | \$5,887 | \$1,766 | \$169 | \$1,597 |
| 3 Bedroom | 4 | \$78,500 | \$6,541 | \$1,962 | \$211 | \$1,751 |

The rents are subject to change based on HUD's publication of new income limits.

Trailside Apartments will be sponsoring an application process and lottery to rank the eligible program applicants. The application and lottery process as well as the eligibility requirements, are described in this plan. MCO Housing Services, of Harvard, MA, has been contracted as their lottery agent. MCO Housing Services has been providing lottery services to developers and municipalities for over 20 years; within the last fifteen years MCO Housing Services has managed over 50 affordable housing homeownership and rental lotteries. In addition to the lotteries MCO Housing Services has provided consultant services to local municipalities.

Marketing and Outreach Plan

Application availability and a public information meeting will be announced, with a minimum of two ads, in the *Worcester Telegram and Gazette* and *Clinton Item*, which covers Boylston.

Minority outreach will be conducted through the *Worcester Telegram and Gazette* and *Hispano Vocero* Newspaper. Placement of notices on the local cable station and the town website will be pursued.

An email to town employees and school employees will also be undertaken. A mailing will be sent to local social service organizations, churches, and schools etc., list attached.

Language assistance will be made available to applicants, at no charge, upon request.

A listing on the CHAPA www.massaccesshousingregistry.org and Metrolist websites will also announce the lottery and application availability.

MCO Housing Services will post the Trailside Apartments lottery information and application online at www.mcohousingservices.com. Applications can be requested through MCO Housing Services by phone, fax, mail and/or email or may be picked up at the Boylston Town Hall (Town Clerk's Office) and the Boylston Public Library. MCO Housing Services can be reached at:

MCO Housing Services
P.O. Box 372
Harvard, MA 01451
(978) 456-8388
FAX: (978) 456-8986
lotteryinfo@mcohousingservices.com

A local Public Information Meeting will be scheduled via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed.



A confirmation letter or email will be sent to each eligible applicant with their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicant's privacy.

Eligibility Criteria for Rental Units

1. Income cannot exceed the following maximum allowable income guidelines, adjusted for household size, as follows:

| Household Size | 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------------------|----------|----------|----------|----------|----------|----------|
| Max Allowable Income up to 80% | \$54,950 | \$62,800 | \$70,650 | \$78,500 | \$84,800 | \$91,100 |

(Note: This represents 80% of the annual household median income for the area and is subject to adjustments. This assumes a household size of 1-6 people. This income limit is subject to change based upon HUD's publication of new Area Median Income limits.)

2. When assets total \$5,000 or less, the actual income received is included in the annual income as income from assets OR when assets exceed \$5,000, annual income includes the greater of actual income from assets or a .06% (.0006) imputed income calculation.

The lottery application is used to determine income eligibility to lease an affordable unit. An applicant, with an opportunity to lease will also need to complete a Lease Application, through the Leasing Agent, and go through the leasing process as determined by the Leasing Agent, which at minimum include credit screening, employment verification, criminal background, and CORI checks. Criminal and CORI checks will follow DHCD guidelines.

Annually each affordable tenant will go through an eligibility review. Approximately 90 days before lease renewal current affordable residents will need to provide updated financial documentation and household composition information which will be reviewed for continued eligibility. Current residents are considered income eligible for affordable units as long their household income does not exceed 140% of the applicable household size median income. Tenants will be recertified annually for eligibility. Once household income exceeds 140% of the maximum allowable income and after the end of current lease the tenant will no longer be an income-eligible tenant and will have the option of paying market rent or moving out at end of lease.

Lottery Process and Preferences for All Lotteries

The units will be distributed through two lottery pools: Local Preference and Open. MCO Housing Services will pre-screen all applications prior to the lottery. All applicants who submit a completed application will receive a confirmation letter or email. All of the applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of units. This means if you are a one person household and by the above definition require a one bedroom unit and are drawn first in the lottery you will be offered a unit.

Local Preference

Ten of the 15 available affordable units will be offered to applicants who meet at least one of the following local preference criteria for the initial lease up only that were included in the lottery:

- Current Town of Boylston Resident
- Current employee of the Town of Boylston or the Boylston School Department
- Employees of local Boylston businesses or with a bonafide offer of employment from a company located in Boylston
- Families of students who attend Boylston Schools



Household Size

In all cases, preference for the one bedroom units will be for households that require a one bedroom. Preference for the two bedroom units will be for households requiring two bedrooms. Preference for the three bedroom unit will be for a household that requires three bedrooms.

Unit preferences are based on the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

Minority Consideration

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the surrounding HUD-defined area, currently 19.3%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn at random from the Open Preference Pool until the percentage in the Local Preference Pool closely approximates the percentage in the surrounding HUD-defined area. Applicants not selected from the Local Preference Pool would then be included in the Open Preference Pool. All applicants will be entered into both pools for which they qualify; applicants in the Local Preference Pool should also be included in the Open Preference Pool.

Handicap Adaptable

All of the units are adaptable. Availability of accessible units is to be determined. The units can be adapted to satisfy a reasonable accommodation request. Applicants may request reasonable accommodations when such accommodations are necessary to afford equal opportunity to use and enjoy the housing.

Monitoring Agent and Tenant Annual Eligibility Certification

The Monitoring Agent will have final say on all affordable tenant's eligibility. Annually you will be recertified for eligibility. Once your household income exceeds 140% of the maximum allowable income adjusted for household size, then after the end of your current lease you will have the option of staying in your unit and paying the market rent or not renewing your lease.

Rental: Opening Waiting Lists, Re-Marketing or Continuous Marketing

MCO Housing Services will incorporate the following DHCD guidelines in opening rental waiting lists, re-marketing or continuous marketing for rental units located at Trillside Apartments:

Although owner/management agent standards for opening waiting lists or re-marketing to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the waiting list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants as was needed to fill the previous year's vacancies.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. "First Come, First Served"

A "first-come, first-served" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing the units must be utilized, subject to the approval of the Subsidizing Agency.¹ This does not require any changes to the wait list as it exists prior to adding the new applicants.

c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

The waiting list will remain open once all affordable units are leased. The property will remain posted on the Mass Access Housing Registry website, MCO Housing Services website and Metrolist post lottery and wait list applications will be available. Additional marketing will be considered once history is determined on annual turnovers.

¹ Note: the random selection procedure requirement does not preclude the application of the larger household size and accessible/adaptable preferences described herein.

Summary

We believe this outreach program will ensure that the Town of Boylston and the surrounding communities will be notified of the available opportunities and the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Boylston to incorporate local requests and ideas.

As authorized representatives of Trailside Apartments and MCO Housing Services, respectively each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval dates. Further, by signing this form, Trailside Apartments agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonable related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

Jennifer Michalik, Manager
Trailside Apartments LLC

DATE

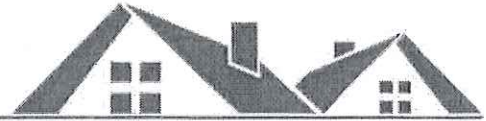
Maureen M. O'Hagan

Maureen O'Hagan
MCO Housing Services

DATE



your resource for Affordable Housing



**Trailside Apartments Information and Application Package
Boylston, MA**

Attached is the information regarding the affordable rental units at Trailside Apartments in Boylston, Massachusetts. Potential Tenants will not be discriminated against on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

Located at 100 Shrewsbury Street in Boylston, Trailside Apartments is a new 60-unit rental development offering 15 affordable one-, two-, and three-bedroom apartments, by lottery, for eligible tenants earning up to 80% of median income. Unassigned surface parking is available for all at no charge. Garage parking is available, based on availability, for \$150/mo. (Garage pricing subject to change prior to lottery.) Each unit includes one or two baths and all kitchen appliances in 813-1553 sq. ft. depending on bedroom size. In-unit washer and dryer included. The building does have an elevator. Two pets are allowed, per the pet policy. Pet rents are \$60/per dog and \$30/per cat monthly. (Pet rents subject to change prior to lottery.) There are breed restrictions. This is a smoke free building.

The monthly rents are: One Bedroom - \$1,437; Two Bedroom - \$1,597; Three Bedroom - \$1,751. Rents subject to change prior to start of marketing.) Tenants are responsible for all utilities except sewer. A utility allowance has been deducted from the rents. These affordable units will be distributed by lottery as outlined in the attached package. Please review the enclosed information packet in detail and complete the application and disclosure statement at the rear of the packet.

The rents are NOT subsidized, or income based. You are responsible for the full rent. Section 8 or a Housing voucher will be accepted but it is your responsibility to find out if your Section 8 or Housing provider accepts the rent and project. The minimum incomes, without a Section 8 or Housing Voucher are: One bedroom - \$43,110; Two Bedroom - \$47,910; Three Bedroom - \$52,530.

Please note: Complete financial documentation is required to participate in the lottery. Included in this package is the list of required documentation to be sent in with your application. Applications will be logged in at time of receipt and will be reviewed after the application deadline. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

KEY MEETING DATES

Public Information Meeting via Zoom

Application Deadline

Lottery via Zoom



Thank you for your interest in affordable housing at **Trailside Apartments**. We wish you the best of luck. Please contact MCO Housing Services at 978-456-8388 or email us at lotteryinfo@mcohousingservices.com if you have any questions. We encourage you to advise other people or organizations that may be interested in this program and make copies of the relevant information as needed.

Sincerely,

Maureen M. O'Hagan

Maureen O'Hagan for Elite Builders



This is an important document. Please contact [AGENCY NAME] at [PHONE #] for free language assistance.

Este documento es muy importante. Favor de comunicarse con el MCO Housing en 978-456-8388 para ayuda gratis con el idioma. (Spanish)

Este é um documento importante. Entre em contato com o MCO Housing Serv no número 978-456-8388 para obter assistência gratuita com o idioma. (Portuguese)

Dokiman sila a enpòtan. Tanpri kontakte MCO Housing la nan 978-456-8388 pou asistans gratis nan lang. (Haitian Creole)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。(Chinese, Traditional)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。(Chinese, Simplified)

Это весьма важный документ. Свяжитесь с сотрудником MCO Housing на предмет оказания бесплатной помощи по переводу на иностранный язык (978-456-8388). (Russian)
(Phone #)

នេះគឺជាឯកសារសំខាន់។ សូមទំនាក់ទំនង MCO Housing តាមរយៈ 978-456-8388 ដើម្បីទទួលបានជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ។ [Mon-Khmer, Cambodian]

Đây là một tài liệu quan trọng. Vui lòng liên hệ MCO Housing tại 978-456-8388 để được hỗ trợ ngôn ngữ miễn phí. (Vietnamese)

Kani waa dukumentyo muhiim ah. Fadlan MCO Housing kala soo xiriir 978-456-8388 si aad u hesho gargaar xagga luqadda oo bilaash ah. (Somali)

هذه وثيقة مهمة. يرجى الاتصال بـ MCO Housing بـ 978-456-8388 للمساعدة اللغوية المجانية. (Arabic)
[Agency Name] [Phone #]

Ce document est très important. Veuillez contacter le MCO Housing au 978-456-8388 afin d'obtenir une assistance linguistique gratuite. (French)

Il presente è un documento importante. Si prega di contattare il MCO Housing al 978-456-8388 per avere assistenza gratuita per la traduzione. (Italian)



TrailsideApartments

Question & Answer

The units will be leased in accordance with policies and guidelines established by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD).

What are the qualifications required for Prospective Tenants?

- Qualify based on the following gross maximum income table, which is adjusted for household size:

| Household Size | 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------------------|----------|----------|----------|----------|----------|----------|
| Max Allowable Income up to 80% | \$54,950 | \$62,800 | \$70,650 | \$78,500 | \$84,800 | \$91,100 |

LOTTERY APPLICANT QUALIFICATIONS:

1. Household income cannot exceed the above maximum gross allowable income limits.
2. When assets total \$5,000 or less, the actual income received is included in the annual income as income from assets OR when assets exceed \$5,000, annual income includes the greater of actual income from assets or a .06% imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.
3. In addition to income and asset eligibility you will also be subject to a screening by the project and determined eligible based on that basis.
4. Households cannot own a home, including homes in a trust, and lease an affordable unit. Your home must be sold before you will be allowed to move-in.

Are units available for Local Preferences?

Yes, 10 of the 15 units are for local preference during the initial lease up only based on the lottery list. See application for local preference criteria.

Are there accessible/adaptable units?

Yes, all the units are adaptable. Accessible units to be determined. Applicants with disabilities may request reasonable accommodations or modifications of the housing when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

Are there preferences for Household Size?

In all cases, preference for the three bedroom unit will be for households that require three bedrooms. Preference for the two bedroom units will be for households that require two bedrooms. Preference for one bedrooms are for households requiring one bedroom. Unit size preferences are based on the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorces or separation has begun or has been finalized, as set forth in the application.

Households must not exceed the Massachusetts State Sanitary Code: 105 CMR 410. Applicants will not be offered a unit larger than they are eligible.



Are there considerations for minorities?

Yes, if the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the surrounding HUD-defined area, currently 19.3%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn at random from the Open Pool until the percentage in the Local Preference Pool closely approximates the percentage in the surrounding HUD-defined area. Applicants not selected for the Local Preference Pool would be in the Open Pool only.

What happens if my household income exceeds the income limit?

Annually you will be recertified for eligibility. Once your household income exceeds 140% of the maximum allowable income adjusted for household size, then after the end of your current lease you will have the option of staying in your unit and paying the market rent or not renewing your lease.

Lottery Process

Due to the nature of the affordable units' availability it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size. Also, be advised that the program and its requirements are subject to changes in local, state or federal regulations.

Lottery Pools

Six units are available by lottery. The units will be distributed through the Local and Open Pool. You must meet at least one of the Local Preference Criteria to be included in the Local Pool. The units' breakdown are as follows:

| Unit Size | Total # of Units | Local Pool | Open Pool |
|---------------|------------------|------------|-----------|
| One Bedroom | 12 | 9 | 3 |
| Two Bedroom | 2 | 0 | 2 |
| Three Bedroom | 1 | 1 | 0 |

Local applicants will have two opportunities for a unit by being included in both the Local Preference and Open Pool.

Units will be distributed based on lottery pool, lottery ranking and household size. The Local Preference and Open Pool will be broken down by household size post lottery. The highest ranked applicants for the appropriate bedroom sizes will be offered a unit first. If you request a bedroom size larger than allowed per the unit size preferences, i.e. requesting a two bedroom unit and you're a one bedroom household, we will move to the next person on the list that requires the appropriate bedroom size. The Local Preference Pool will select their units first and then the Open Pool.

Please note: Household size preference will override local preference. This means if we exhaust the applicants in the local pool that require two-bedroom units we will move to the open pool for households requiring two bedrooms. Household size shall not exceed, nor may the maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit (See 105 CMR 400). Applicants will not be approved for units larger than their household size allows.

Once the lottery rankings have been determined your information will be forwarded to the Leasing Office. You will need to complete a Leasing Office application and they may will screen for credit, criminal, sex offender, judgement & summary processes, and landlord checks. If the Leasing Office determines you are eligible then you will be offered the unit. You need to be determined eligible by MCO Housing Services and the Leasing Office. If either determines you do not meet the eligibility criteria, then you will not be able to lease a unit. If you have a Section 8 voucher or other housing voucher, they will have their own approval process.

The lottery results and breakdown by bedroom size list will be emailed to all applicants included in the lottery usually the day after the lottery.

Time Frame

It is estimated the availability for occupancy will be late 2022/early 2023.



Acceptance of Units

It is important for all applicants to understand that applicants may have an opportunity to select their unit if they meet all the deadlines, to be provided post lottery, to all that have the initial opportunity to lease. The Local Pool applicants will select units first, based on the final lottery ranking list. Unit selection will be in done in ranking order, by lottery pool, post lottery for the initial 15 applicants that have the opportunity to lease based on the lottery results only. Selection will happen after the Leasing Office application has been completed and approved. If the Leasing Office denies your application, then you will not be able to lease. Those with a Section 8 or other Housing Voucher the project and rents need to be approved by your voucher holder. If they do not accept the rents or project you will not be able to lease, even if you were approved by the Leasing Office. Applicants that miss the provided post lottery deadlines will lose the opportunity to lease as we will move to the next applicant on the lottery list.

Summary

We hope this helps explain the process by which the units will be distributed. It can be a lengthy and sometimes complicated process. We greatly appreciate your participation and wish you the best of luck in the lottery process.

UNIT AVAILABILITY

| Apartment # | Building # | Bedroom Size | Floor | Sq. Ft. |
|-------------|------------|--------------|-------|---------|
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Project Amenities
Club House



PLEASE READ THE FOLLOWING CAREFULLY

1. More than 50% of applications submitted to MCO Housing Services for lotteries are incomplete and not included in lotteries. Please take the time to read the application and submit all required documentation. It is your responsibility to provide the correct documentation. It does not matter if you were the first application or the last application received we will NOT review applications until AFTER the posted deadline.
2. If you are unable to provide specific information then submit a note with your application explaining the circumstances. This will not guarantee your application will be included in the lottery, but depending on the circumstances, we may be able to work with you.
3. Do not take photos with your cell-phone of any documentation and email it to us. The photos are not legible and we will not accept them.
4. You can fax your information but it is not recommended. If all pages are not received your application would be considered incomplete.



Trailside Apartments

LOTTERY APPLICATION

Application Deadline:

| | |
|-----------------------------|-------|
| For Office Use Only: | |
| Date Appl. Rcvd: | _____ |
| Household Size: | _____ |
| Lottery Code: | _____ |
| Local: Yes/No | |

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Cell/Home Telephone: _____ Work Telephone: _____

Email: _____

Have you ever owned a home? _____ If so, when did you sell it? _____

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Boylston Resident
- Currently employed by the Town of Boylston or the Boylston School Department
- Employees of local Boylston businesses or with an offer of bonafide employment from a company located in the Town of Boylston
- Household with children attending the Boylston School System, such as METCO students

Do you have a Section 8 voucher (the units are **NOT** subsidized or income based): ___ Yes ___ No

Bedroom Size: ___ One Bedroom; ___ Two Bedroom; ___ Three Bedroom

Are you disabled: ___ Yes ___ No

Do you require a wheelchair accessible unit? ___ Yes ___ No

Do you require any adaptations or special accommodations? ___ Yes ___ No

If yes, please explain: _____

The total household size is _____

Household Composition (including applicant(s))

| | | |
|------------|--------------------|-----------|
| Name _____ | Relationship _____ | Age _____ |
| Name _____ | Relationship _____ | Age _____ |
| Name _____ | Relationship _____ | Age _____ |
| Name _____ | Relationship _____ | Age _____ |
| Name _____ | Relationship _____ | Age _____ |
| Name _____ | Relationship _____ | Age _____ |



FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Monthly Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Monthly Base Income (Gross) _____
 Other Income, specify _____
TOTAL MONTHLY INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking (avg balance for 3 months) _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____
TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

| | Applicant | Co-Applicant | (#) of Dependents |
|-------------------------------------|-----------|--------------|-------------------|
| Non-Minority | _____ | _____ | _____ |
| Black or African American | _____ | _____ | _____ |
| Hispanic or Latino | _____ | _____ | _____ |
| Asian | _____ | _____ | _____ |
| Native American or Alaskan Native | _____ | _____ | _____ |
| Native Hawaiian or Pacific Islander | _____ | _____ | _____ |

SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to



lease an affordable unit at Trailside Apartments. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____ Date: _____
Applicant(s)

Signature _____ Date: _____
Co-Applicant(s)

See page _____ for return information.



Trailside Apartments

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at Trailside Apartments through the Mass Department of Housing and Community Development in Boylston, MA:

1. The gross annual household income for my family does not exceed the allowable limits as follows:

| Household Size | 1 | 2 | 3 | 4 | 5 | 6 |
|----------------------------|----------|----------|----------|----------|----------|----------|
| Max Gross Allowable Income | \$54,950 | \$62,800 | \$70,650 | \$78,500 | \$84,800 | \$91,100 |

Income from all family members must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility. Assets \$5,000 or less the actual interest/dividends earned will be added to a household's income in determining eligibility.
3. The household size listed on the application form includes only and all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified and additional financial information may be required, verified and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we may be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to lease an affordable unit at Trailside Apartments.
7. Program requirements are established by DHCD and are enforced by DHCD. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
8. I/We certify that no member of our family has a financial interest in Trailside Apartments.
9. I/We understand there may be differences between the market and affordable units and accept those differences.
10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at Trailside Apartments. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date



**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each that are applicable, and provide the documents, or write N/A if not applicable and return this sheet with your application.

1. _____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
2. _____ One form of identification for all household members, i.e. birth certificates, driver's license, etc.
3. _____ If you qualify for the Local Preference Pool, provide a copy of utility bills, voter registration etc.
4. _____ If you require a Special Accommodation you must request as part of your application and documentation is required, i.e. doctors letter, it MUST be included with the application.
5. _____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the past 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, bi-weekly or monthly.
6. _____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
7. _____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support. See attached form.
8. _____ If you are self-employed you MUST provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.
9. _____ Federal Tax Returns – 2019, 2020 if completed. (NO STATE TAX RETURNS)



- **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.
 - **NOTE:** If you did not submit a tax return for the ²⁰²⁰2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on irs.gov.
 - **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on irs.gov.
10. _____ W2 and/or 1099-R Forms: 2019, 2020
11. _____ Interest, dividends and other net income of any kind from real or personal property.
12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:
- _____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE – FRONT AND BACK.

NOTE: If you have cash deposits or non payroll or income deposits you **MUST** identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.

NOTE: Do **NOT** provide a running transaction list of activity. You must provide the individual statements.
 - _____ Pre-paid debit card statements – current month.

NOTE: This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.

NOTE: If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.
 - _____ Saving accounts – last three months of full statements
 - _____ Revocable trusts
 - _____ Equity in rental property or other capital investments
 - _____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds and Money Market Accounts including all individual retirement accounts, 401K, Keogh accounts and Retirement and Pension funds.
 - _____ Cash value of Whole Life or Universal Life Insurance Policy.
 - _____ Personal Property held as an investment
 - _____ Lump-sum receipts or one-time receipts
13. _____ Proof of student status for dependent household members over age of 18 and full-time students. Letter from High School or College providing student status, full time or part time for current or next semester.
14. _____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.



15. ____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery. We also understand that in such an event we will be notified after the application deadline that our application is incomplete.

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

See page ____ for return information.



Trailside Apartments
Boylston, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, Trailside Apartments Leasing Office, or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information and directs any employer, landlord or financial institution to release any information to MCO Housing Services, Trailside Apartments Leasing Office, or any of its assignees and consequently the Projects Administrator, for the purpose of determining income eligibility for Trailside Apartments.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services:

1. Completed, signed and dated application
2. Signed and dated Affidavit and Disclosure Form
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form
4. All required financial and other documentation
5. Complete, signed and dated *Release of Information Authorization Form*
6. Proof of Local Preference
7. Documentation for Special Accommodations, if appropriate
8. Identification for all household members

RETURN ALL, postmarked on or before the _____ application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451
Overnight mailing address: 206 Ayer Road, Suite 5, Harvard, MA 01451
Phone: 978-456-8388
FAX: 978-456-8986
Email: lotteryinfo@mcohousingservices.com
TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, make sure you go into the Post Office and have them date stamp and mail. As I understand, mail that is sent to the central sorting facility use bar codes so we would have no idea when the application was mailed, and it can take longer for MCO to receive. If we receive an application after the deadline that has a barcode it will be counted as a late application and will not be included in the lottery.





your resource for Affordable Housing



**Trailside Apartments
100 Shrewsbury Street
Boylston, MA**

PHOTO

RENTS:

- 12—One Bedroom Units: \$1,437**
- 2—Two Bedroom Units: \$1,597**
- 1—Three Bedroom Unit: \$1,751**

**Surface Parking Available
813—1,553 Sq. Ft. based on bedroom size
In Unit Washer and Dryer
Pets Allowed Per Pet Policy/ Smoke Free
Resident selection based on a lottery.**

NEW CONSTRUCTION

Language/translation services are available, at no charge, upon request. Reasonable Accommodations are Available.

For program information:

Contact: Maureen O'Hagan

Call: (978) 456-8388

TTY/TTD: 711, when asked 978-456-8388

FAX: 978-456-8986

Application Pick up: Boylston Town Hall —
Town Clerk's Office, Public Library & Leasing
Office, 2 Rindle Rd., #1, Boylston

Email: lotteryinfo@mcohousingservices.com

Visit our Website:

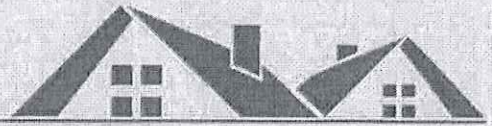
MCOHousingServices.com

Sign up for future offerings and
available listings.





your resource for Affordable Housing



Unit Information

of BR: 1, 2 or 3
Baths: 1 or 2
Parking: Surface Parking Available . Garage parking for a monthly fee
Size of Home: 813—1,552 sq. ft. based on bedroom size
Appliances: All kitchen appliances

**IN UNIT WASHER and DRYER
ADAPTABLE UNITS
PETS ALLOWED
Club House**

Eligibility Criteria

1. Gross Household Income Limits at 80% AMI:
1 person: \$54,950
2 person: \$62,800
3 person: \$70,650
4 person: \$78,500
5 person: \$84,800
5 person: \$91,100
2. .06% of assets totaling more than \$5,000 or earned interest/dividends, whichever is higher, added to income for final income determination.

**Resident selection based on a lottery.
Call us for lottery details or application.**

Public Information Meeting via Zoom

Application Deadline

Lottery via Zoom

New Construction. Great Development

For program information:
Maureen O'Hagan
(978) 456-8388
lotteryinfo@mcohousingservices.com

Visit our Website:
MCOHousingServices.com
Sign up for future offerings
and available listings.



BOYLSTON RENTAL AFFORDABLE HOUSING

One, Two and Three Bedroom Apartments 80% of median
Rents: \$1,437 One Bed/\$1,597 Two Bed/\$1,751 Three Bed
Utilities are not included in the rent

Trailside Apartments—100 Shrewsbury Street—Boylston

MAX ALLOWABLE INCOME

1 person: \$54,950
2 person: \$62,800
3 person: \$70,650
4 person: \$78,500
5 person: \$84,800
6 person: \$91,100



Public Information Meeting

Application Deadline

Reasonable Accommodations Available
for persons with disabilities

Language/translation assistance
available, at no charge, upon request.

**Units Distributed by Lottery
Housing Vouchers Accepted**

**Units available to all eligible applicants
Smoke Fee/Pets Allowed**

For Info and Application Availability:
Pick Up: Boylston Town Hall, - Town Clerk's
Ofc, Public Library & Leasing Office,
Phone: (978) 456-8388/ (978) 456-8986
TTY/TTD: 711, when asked 978-456-8388
Email: lotteryinfo@mcohousingservices.com

Applications must be sub-
mitted or postmarked on or
before the application dead-
line. Applications can be
returned by mail. The Applica-
tion Includes all submission

Application ONLINE TODAY at: www.mcohousingservices.com

Trailside Apartment
Org List

| Org | Address | Town |
|--|-------------------------------|-------------------------|
| Worcester Community Housing Resources, Inc. Berflim Memorial School | 11 Pleasant Street, Suite 300 | Worcester, MA 01609 |
| Berlin COA | 34 South St | Berlin, MA 01503 |
| First Congregational Church | 12 Woodward Ave | Berlin, MA 01503 |
| St. Mary's of the Hills | 10 Church Street | Boylston, MA 01505 |
| Tahanto Regional High School | 630 Cross St | Boylston, MA 01505 |
| Boylston Elementary School | 1001 Main St | Boylston, MA 01505 |
| Berlin-Boylston Regional School District | 200 Sewall St | Boylston, MA 01505 |
| Boylston Special Education | 215 Main St | Boylston, MA 01505 |
| Boylston Public Library | 215 Main St | Boylston, MA 01505 |
| Boylston Fire Department | 221 Main Street | Boylston, MA 01505 |
| Boylston Highway Dept | P. O. Box 634 | Boylston, MA 01505 |
| Boylston Parks & Recreation | 385 Main Street | Boylston, MA 01505 |
| Boylston Police Department | 221 Main Street | Boylston, MA 01505 |
| Boylston Town Administrator | 215 Main St | Boylston, MA 01505 |
| Boylston COA | 221 Main Street | Boylston, MA 01505 |
| Clinton Housing Authority | 58 Fitch Road | Clinton, MA 01510 |
| Clinton Senior Center | 271 Church Street | Clinton, MA 01510 |
| Northborough Housing Authority | 26 Village Drive | Northborough, MA 01532 |
| Northborough Senior Center | 119 Bearfoot Road | Northborough, MA 01532 |
| Shrewsbury Housing Authority | 36 N. Quinsigamond Ave #1 | Shrewsbury, MA 01545 |
| Shrewsbury Senior Center | 98 Maple Street | Shrewsbury, MA 01545 |
| Sterling Housing Authority | 41 Shalan Terrace #41 | Sterling, MA 01564 |
| Sterling Senior Center | 36 Muddy Pond Road | Sterling, MA 01564 |
| Freedom Worship Center | 141 Boylston St | West Boylston, MA 01583 |
| Bethlehem Bible Church | 307 Lancaster St | West Boylston, MA 01583 |
| First Congregational Church | 26 Central St | West Boylston, MA 01583 |

Trailside Apartment
Org List

| | | |
|--|----------------------------|-------------------------|
| Our Lady of Good Council | 111 Worcester St | West Boylston, MA 01583 |
| Nest Level Church | 112 Crescent St | West Boylston, MA 01583 |
| Oakdale United Methodist | 15 N. Main | West Boylston, MA 01583 |
| West Boylston Housing Authority | 87 Maple St | West Boylston, MA 01583 |
| West Boylston Senior Center | 120 Prescott St | West Boylston, MA 01583 |
| Brazilian Church Assembly-God | 91 Canterbury St | Worcester, AM 01603 |
| Good Shepherd Ghana Methodist Church | 78 Webster St | Worcester, MA 01603 |
| Friends of Worcesters Seniors | 128 Providence Street | Worcester, MA 01604 |
| Russian Orthodox Church-Exile | 63 Laurel St | Worcester, MA 01605 |
| Worcester Housing Authority | 40 Belmont St | Worcester, MA 01605 |
| Great Charismatic Chapel | 381 Main | Worcester, MA 01608 |
| Assembleia De Deu Central | 1 Irving St | Worcester, MA 01609 |
| Temple Emanuel Sinai | 661 Salisbury St | Worcester, MA 01609 |
| Gerald Creamer Center | 120 Granite Street | Worcester, MA 01604 |
| Worcester Housing Authority | 40 Belmont St | Worcester, MA 01605 |
| Central Massachusetts Collaborative Challenge/Reach | 14 New Bond Street | Worcester, MA 01606 |
| Centro Las Americas, Inc. | 15 Harlow St | Worcester, MA 01606 |
| The Community Builders/Plumley Village | 11 Sycamore Street | Worcester, MA 01608 |
| Worcester Community Action Council, Inc. | 16 Laurel Street | Worcester, MA 01608 |
| Greater Worcester Habitat for Humanity | 484 Main Street, 2nd Floor | Worcester, MA 01608 |
| Worcester Area Chamber of Commerce | 111 Park Avenue | Worcester, MA 01609 |
| Main South CDC | 339 Main Street | Worcester, MA 01610 |
| | 875 Main Street | Worcester, MA 01610 |