

Juan Clerk

ZONING BOARD OF APPEALS  
STOW, MASSACHUSETTS 01775

R

AUG 1 2017

APPLICATION FOR HEARING

10/11  
Pg 155

Please follow the instructions carefully. Failure to complete the form properly or to supply the required plan, properly engineered, will result in denial of the request. Submission of the form to the Board for review prior to filing is strongly recommended.

1. Nature of relief sought. Circle only one. If multiple relief is sought, complete a form for each item.

a. PETITION FOR VARIANCE: Applicable Bylaw Section \_\_\_\_\_

b. APPLICATION FOR SPECIAL PERMIT: Applicable Bylaw Section: \_\_\_\_\_

c. APPEAL FROM UNFAVORABLE ACTION: Specify action \_\_\_\_\_

Board or Official \_\_\_\_\_ Date of Action \_\_\_\_\_

d. OTHER (Specify) Comprehensive Permit Application

2. Name of Applicant Habitat for Humanity North Central Mass.

Address 138 Great Road, Acton

State MA Zip Code 01720

3. Location of Property Pine Point Road, Stow

Assessors' Map # V01 Parcel # 41 Area in sq. ft. 54,885.6

Applicant is Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Agent/Attorney \_\_\_\_\_ Purchaser

Property Owner Name Stow Municipal Affordable Housing Trust

Address 380 Great Road, Stow, MA Telephone (978)897-6831

4. Definitive plan(s) or site plans in accordance with the accompanying instruction sheet shall be included with the application.

5. Description of problem for which relief is sought. If a request for lot line variance(s), state the variance(s) sought in actual feet.

See attached

6. Justification for request:

For affordable housing; additional information attached

7. List of names and addresses of abutters and abutters of abutters within 300 feet of the property line of the petitioner, together with a copy of the Assessors' map showing the corresponding locations of those names listed.

See attached

I hereby certify that I have read and complied with the instructions accompanying this application and request a hearing before the Board of Appeals.

Signature of applicant or representative Candlyn M. Reed

Address 138 Great Road, Acton, MA Telephone (978) 348-2749

Owner's permission (if other than applicant) \_\_\_\_\_

\*\*\*\*\*

**WARNING**

Failure to provide all of the information and documentation as required by the Stow Board of Appeals rules, regulations and instructions for filing an application for special permit or a petition for variance may very well result in an automatic denial by the Board after opening the public hearing.

Read and understood: Candlyn M. Reed  
Signature of Applicant/Petitioner

SUMMARY OF BOARD OF APPEALS ACTION

Received by ZBA \_\_\_\_\_ Hearing Date \_\_\_\_\_

Publishing Dates \_\_\_\_\_ Abutter Mailing \_\_\_\_\_

Decision required by \_\_\_\_\_ Decision notices sent \_\_\_\_\_  
(Within 100 days of filing for variance)  
(Within 90 days of hearing for special permit)

Granted \_\_\_\_\_ Denied \_\_\_\_\_

Withdrawn on \_\_\_\_\_ By \_\_\_\_\_  
Signature

04/02



# Habitat for Humanity®

North Central Massachusetts

138 Great Rd • Acton, MA 01720 • Tel: 978-348-2749  
office@ncmhabitat.org • www.ncmhabitat.org • Fax: 978-429-8732

## Comprehensive Permit Application For Pine Point, Stow

August 14, 2017



637 Lancaster Street (Route 117) • Leominster, MA 01453  
Tel: 978-227-5556 • Web: [www.ReStoreNCM.org](http://www.ReStoreNCM.org)

**Building Homes**

**Building Hope**

**Building Community**

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## Table of Contents

Tab A: DHCD application containing the following project information: site conditions; tabulation of proposed buildings; unit composition; design and construction information; percentage of tract occupied by buildings, paving and open space; site control information; confirmation of low and moderate income housing subsidies; financing information; etc.

Tab B: Preliminary site plans dated August 3, 2017

Tab C: Preliminary architectural drawings dated August 3, 2017

Tab D: Confirmation of non-profit status

Tab E: List of requested exceptions

Tab F: List of abutters

Tab G: Site approval / Project eligibility letter

Tab H: Draft Public Hearing Notice



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

**I. GENERAL INFORMATION**

Community: Stow  
 Name of Development: Pine Point  
 Site Address: SW Corner of Sudbury Rd. and Pine Point Rd., Parcel 41  
 Developer: Habitat for Humanity North Central Massachusetts

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

2. Project Characteristics:  
 New Construction       Conversion  
 Rehabilitation               Other

3. Total Acres 1.26      Density of Project (units/acre) 1.6

4. Unit Count:  
 Total Number of Units 2  
 Market Rate  
 Affordable 2

5. Unit Prices/Rents:  
 Market Rate \$ \_\_\_\_\_  
 Affordable \$154,406.00


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

Signature: 

Print Name: Brian Burke, Chair

Date: 6/27/17

Chair, Local Housing Partnership  
 (if applicable):

Signature: 

Print Name: Michal Koczynski

Date: 6 June 2017

## 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 1.00)
- Building donation (dollar value \_\_\_\_\_)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) \_\_\_\_\_
- Local funds (cash)  
Amount \$246,012 Source: \$150,000 CPA funds; \$ 96,012 expected in donations from individuals, faith communities and fundraisers
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) \$30,000 will be requested in FHLB funds; \$30,000 in grants

Briefly explain the contributions: The land was under control of the Stow Municipal Housing Trust and awarded to HFHNCM through an RFP process. Habitat expects to use local volunteers for building, and will require relief from zoning for setbacks and density on the parcel. Approval has been received from the Stow Community Preservation Committee for \$150,000 in funding and a warrant article for the funding passed at May 1<sup>st</sup> Town Meeting. Fundraisers and appeals will be sent to all local residents, faith communities and companies, and grants requests will be submitted to FHLB and private foundations.

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 1996 Stow Master Plan and Housing Production Plan specifies several housing and residential development goals including increasing the supply of permanently affordable housing in a manner that is compatible with the town's historic architectural traditions. One of the goals of the Community Preservation Act is Community Housing and the proposed housing will be made available to families earning 30% to 60% of the area median income and will be affordable in perpetuity. The project avoids one of the reasons the CPC cautions against the construction of new housing in that the land is being provided to Habitat NCM free of cost and utilizes a lot that is smaller than allowed by the Town Zoning Bylaw. The proposed development will provide two housing units of reasonable size in an area of town near Lake Boon otherwise subject to mansionization.



### III. MUNICIPAL CONTACT INFORMATION

#### Chief Elected Official

Name Brian Burke  
Address 380 Great Rd., Stow, MA 01775  
Phone 978-897-4515  
Email selectmen@stow-ma.gov

#### Town Administrator/Manager

Name William Wrigley  
Address 380 Great Rd., Stow, MA 01775  
Phone 978-897-2927  
Email townadministrator@stow-ma.gov

#### City/Town Planner (if any)

Name Jesse Steadman  
Address 380 Great Rd., Stow, MA 01775  
Phone (978) 897-5098  
Email planning@stow-ma.gov

#### City/Town Counsel

Name Maureen Trufio  
Address 380 Great Rd., Stow, MA 01775  
Phone 978-897-4515  
Email selectmen@stow-ma.gov

#### Chairman, Local Housing Partnership (if any)

Name Mike Kopczynski  
Address 380 Great Rd. Stow, MA 01775  
Phone 978-897-4515  
Email kop01775@gmail.com

#### Community Contact Person for this project

Name Cynthia Perkins, Chair of Local Project Committee  
Address 333 Red Acre Road, Stow, MA 01775  
Phone 978-897-5297  
Email cbhperkins@earthlink.net

**IV. DEVELOPMENT TEAM INFORMATION (include all development members)**

**Developer**

**Name** Habitat for Humanity North Central Massachusetts  
**Address** 138 Great Rd., Acton, MA 01720  
**Phone** 978-348-2749  
**Email** office@ncmhabitat.org  
**Tax ID** 042999854

**Contractor**

**Name** Steven Moon (Construction Manager)  
**Address** 138 Great Rd., Acton, MA 01720  
**Phone** 978-348-2749  
**Email** steve@ncmhabitat.org  
**Tax ID** 042999854

**Architect**

**Name** Michael E. Hallor, AIA, Hallor Associates  
**Address** 58 Curve Street, Wellesley, MA 02482  
**Phone** 781-235-4819  
**Email** michael@hallorassociates.com  
**Tax ID** \_\_\_\_\_

**Engineer**

**Name** Stamski and McNary  
**Address** 1000 Main St. Acton, MA.  
**Phone** 978-263-8585  
**Email** admin@stamskiandmcnary.com  
**Tax ID** \_\_\_\_\_

**Attorney**

**Name** David R. Rocheford  
**Address** 156 Hamilton St., Leominster, MA 01453  
**Phone** 978-847-0104  
**Email** davidr@thebestclosings.com  
**Tax ID** \_\_\_\_\_

**Housing Consultant**

**Name** Leonardi Aray  
**Address** 1035 Cambridge St., Ste. 1, Cambridge, MA.  
**Phone** 617-270-3912  
**Email** leonardi@larayarchitects.com  
**Tax ID** \_\_\_\_\_

**Marketing/Lottery Agent**

**Name** Habitat for Humanity North Central Massachusetts  
**Address** 138 Great Road, Acton, MA 01720  
**Phone** 978-348-2749  
**Email** Carolyn@ncmhabitat.org  
**Tax ID** 042999854

**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: Habitat for Humanity NCM

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	The Deng and Aouane Families	The Smith and Bresnahan Families	The Lee and Rivera Rodriguez Families	The Beggs Family
Community Address:	76A/76B Central Ave., Ayer, MA.	49/51 Oakland St. Fitchburg, MA	41/43 Oakland St. Fitchburg, MA	1 Gabriel Lane, Acton, MA.
Housing Type:	duplex	duplex	duplex	Single-family
Number of Units:	2	2	2	1
Total Development Costs:	\$340,941.40	\$311,364.95	\$283,423.70	\$156,258.71
Subsidy Program (if applicable):	FHLB			FHLB
Date Completed:	September 2016	November 2015	October 2014	February 2014
Reference: Name and Telephone #:	Mebrouk Aouane 990.970.4575	Christine Smith 978-627-3444	Bea Lee 860-881-1819	Andrew Beggs 978-212-5922

2. Contractor: Same

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	The Deng and Aouane Families	The Smith and Bresnahan Families	The Lee and Rodriguez Families	The Beggs Family
Community Address:	76A/76B Central Ave., Ayer, MA	49/51 Oakland St., Fitchburg, MA	41/43 Oakland St., Fitchburg, MA.	1 Gabriel Lane, Acton, MA
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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. \_\_\_\_\_

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

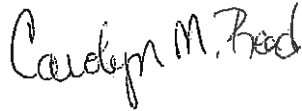
4. Bankruptcy / Foreclosure

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 Executive Director (Title) of Habitat for Humanity North Central Massachusetts, Inc. (Legal Name of Applicant) and that the information requested below for the project known as Pine Point (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: Carolyn M. Read

Date 5/10/17

**V. PROJECT INFORMATION**

1.	Type of Housing:	Total Number of Units
	Single-Family House	_____
	Condo	: <u>2</u> _____
	Rental	_____
	Other	_____

2. Total Number of Units                      Affordable 2 Market 0

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

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 7% Parking & Paved Areas 7%  
 Usable Open Space 86% Unusable Open Space \_\_\_\_\_

6. Is any portion of the project designed for non-residential use? No  
 If yes, explain the non-residential uses. \_\_\_\_\_

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?  
Habitat NCM is committed to recycling as much of the Construction and Demolition materials as we can within our budget. Our goal is to recycle a minimum of 40% of our construction waste through two means: First we will control our own plastic, metal and cardboard waste by separating it at the site and taking to a transfer station or business that buys metal. Second, we will work through Devens Recycling on the remainder of the materials. In addition, we will use Low or No VOC paint products.

B. How will the project maximize energy efficiency and meet Energy Star Standards? This project will meet all energy star standards upon its completion. The home will have R value insulation (R33 in walls, R60 in ceilings, and R-10.0 Edge, R-

10.0 (Slab)). Under water conserving fixtures, low E-argon windows, and will be complete with Energy Star appliances and lighting.

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 project will meet Energy Star standards and include low-flow toilets and shower fixtures. In addition, we will use the Fantech Model SHR 2005R Heat Recovery Ventilation system or equivalent.

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.

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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.

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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>1</u>	<u>2-3</u>	<u>1.5</u>	<u>1100</u>	<u>2</u>	<u>\$154,406.</u>	<u>\$60</u>	<input checked="" type="checkbox"/> # _____
	<u>1</u>	<u>2-3</u>	<u>1.5</u>	<u>1100</u>	<u>2</u>	<u>\$154,406.</u>	<u>\$60</u>	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

**VI. SITE INFORMATION**

1. Total Acreage 1.26 Total Buildable Acreage 1.26

2. Describe the current and prior uses of the subject site:  
The Pine Point parcel is approximately 1.26 acres of undeveloped land in a residential neighborhood. It is unbuildable because of its small size and was taken by the town for non-payment of taxes. The Stow Town Meeting voted to give the property to SMAHT to be used for affordable housing. Stow Municipal Affordable Housing Trust issued an RFP for a developer of affordable units and Habitat NCM responded to the RFP.

Existing buildings on site? Yes  No

If yes, describe plans for these buildings:

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3. Current Zoning Classification:

Residential     X     (minimum lot size) 1.5

Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_

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

Yes  No  If yes, how many acres are wetlands? \_\_\_\_\_

If yes, attach map of site noting wetland areas.

Is map attached?  Yes  No

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

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:

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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 type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input 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. None

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 request relief from section 4.4, table of dimensional requirements, specifically minimum lot area, minimum front yard, minimum side yards, minimum lot width, and frontage. We also request a waiver to build a duplex (4.1.2), relief for distance from parking space to road (7.7.1), and waiver to have two access driveways at the front of the building (7.7.2).

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: Stow, MA SMAHT Buyer: Habitat for Humanity NCM

Is there an identity of interest between the Buyer and Seller? If yes, please explain:  
\_\_\_\_\_

Date of Agreement 11/2016 Expiration Date 08/2017

Extensions granted? Yes  No  Date of Extension \_\_\_\_\_

Purchase Price \$1.00

## 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**

<b><u>Foundations</u></b>	<b># Mkt. Units</b>	<b># Aff. Units</b>	<b>Attic</b>	<b># Mkt. Units</b>	<b># Aff. Units</b>
Slab on Grade	_____	<u>2</u>	Unfinished	_____	<u>2</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<b><u>Exterior Finish</u></b>	<b># Mkt. Units</b>	<b># Aff. Units</b>	<b>Parking</b>	<b># Mkt. Units</b>	<b># Aff. Units</b>
Wood	_____	_____	Outdoor	_____	<u>2</u>
Vinyl	_____	<u>2</u>	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	_____	_____	Bicycle	_____	_____
Other	_____	_____			

**Heating System:**

Fuel:  Oil  Gas  Electric  Other

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

**Energy Efficient Materials**

Describe any energy efficient or sustainable materials used in construction:  
High R value insulation, high efficiency furnace and Energy Star appliances and fixtures.

**Modular Construction**

If modular construction will be used, explain here:

No

**Amenities**

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

All units are affordable.

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## VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: The area is dense residential neighborhood composed of single-family homes; density is as compared to other sections of the town. The property is across the street from Lake Boon. Many neighboring properties were originally summer cottages. The lake is used for boating and swimming.

2. What is the prevailing zoning in the surrounding neighborhood?  
Residential

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

The property is currently "left over" land created by the subdivision of surrounding properties such that the left over parcel does not conform to current bylaws and does not provide an attractive open space. This project will make use of the land and assure that the project adheres to the current community aesthetic. The building footprint, massing and composition will be compatible with surrounding structures. To the extent possible the front will be designed to encourage neighborhood interaction, similar to homes in the area, while private yard or similar uses will be reserved to the rear.

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

The property is located in the town of Stow, MA approximately 5 miles from the nearest shopping, schools and town areas. There is public access to Lake Boon approximately one quarter mile away, and a public park one mile away.

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

The site is currently undeveloped and unsightly. This project will provide the community with a property that conforms to the aesthetic of the residential area surrounding it. The project takes advantage of compact building design by creating two-family units within a modest structure while preserving open space. The development expands housing opportunities in Stow and promotes cost effective use of resources. Habitat homes encourage community and stakeholder collaboration through the development process

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.

This site is approximately 10 miles from the nearest commuter rail station. Stow is a low density, semi-rural, largely residential community with little in the way of public transportation.

**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: Habitat NCM has approval for \$150,000 in Community Preservation Act funds from the Town of Stow.

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

Habitat NCM currently has a \$150,000 line of credit with Leominster Credit Union for building purposes. The LOC is secured with existing Habitat properties.

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## 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>\$1.00</u>	<u>\$ .50</u>	<u>\$ _____</u>	<u>_____</u>
<b>Hard Costs:</b>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>_____</u>
Earth Work	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>_____</u>
Site Utilities	<u>\$29,250.</u>	<u>\$14,625</u>	<u>\$13.30</u>	<u>9.5%</u>
Roads & Walks	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>_____</u>
Site Improvement	<u>\$115,000</u>	<u>\$57,500.</u>	<u>\$52.27</u>	<u>37.2%</u>
Lawns & Planting	<u>\$4,000.</u>	<u>\$2,000.</u>	<u>\$1.82</u>	<u>1.3%</u>
Demolition	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>_____</u>
Unusual Site Conditions	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>_____</u>
(b) Total Site Work	<u>\$148,251.</u>	<u>\$74125.50</u>	<u>\$67.39</u>	<u>48%</u>
Concrete	<u>\$15,000.</u>	<u>\$7,500.</u>	<u>\$6.82</u>	<u>4.9%</u>
Masonry	<u>\$4,700.</u>	<u>\$2,350.</u>	<u>\$2.14</u>	<u>1.5%</u>
Metals	<u>\$5,300.</u>	<u>\$2,650.</u>	<u>\$2.41</u>	<u>1.7%</u>
Carpentry	<u>\$31,338</u>	<u>\$15,669</u>	<u>\$14.24</u>	<u>10.1%</u>
Roofing & Insulation	<u>\$18,500.</u>	<u>\$9,250</u>	<u>\$8.41</u>	<u>6%</u>
Doors & Windows	<u>\$6,700.</u>	<u>\$3,350.</u>	<u>\$3.05</u>	<u>2.2%</u>
Interior Finishes	<u>\$4,400.</u>	<u>\$2,200.</u>	<u>\$2.00</u>	<u>1.4%</u>
Cabinets & Appliances	<u>\$9,350.</u>	<u>\$4,675.</u>	<u>\$4.25</u>	<u>3.1%</u>
Plumbing & HVAC	<u>\$22,700</u>	<u>\$11,350</u>	<u>\$10.32</u>	<u>7.4%</u>
Electrical	<u>\$10,000</u>	<u>\$5,000</u>	<u>\$4.55</u>	<u>3.2%</u>
(c) Total Construction	<u>\$276,239</u>	<u>\$138119.50</u>	<u>\$125.56</u>	<u>89.5%</u>
(d) General Conditions	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>_____</u>
(e) Subtotal Hard Costs (a+b+c+d)	<u>\$276,239</u>	<u>\$138119.50</u>	<u>\$125.56</u>	<u>89.5</u>
(f) Contingency	<u>\$6,000</u>	<u>\$3,000</u>	<u>\$2.73</u>	<u>1.9%</u>
(g) Total Hard Costs (e+f)	<u>\$282239.</u>	<u>\$141119.50</u>	<u>\$128.30</u>	<u>91.4%</u>

<b>Soft Costs:</b>	\$	\$	\$	
Permits/Surveys	\$	\$	\$	
Architectural	\$	\$	\$	
Engineering	\$16,000	\$8,000	\$7.27	5.2%
Legal	\$3,075.	\$1537.50	\$1.34	1%
Bond Premium	\$	\$	\$	
Real Estate Taxes	\$1,998	\$999.	\$ .91	.65%
Insurance	\$	\$	\$	\$
Security	\$	\$	\$	\$
Developer's Overhead	\$	\$	\$	\$
General Contractor's Overhead	\$	\$	\$	\$
Construction Manager	\$4,000	\$2,000	\$1.82	1.3%
Property Manager	\$	\$	\$	\$
Construction Interest	\$	\$	\$	\$
Financing/Application Fees	\$	\$	\$	\$
Utilities	\$	\$	\$	\$
Maintenance (unsold units)	\$	\$	\$	\$
Accounting	\$	\$	\$	\$
Marketing	\$	\$	\$	\$
<b>(h) Subtotal Soft Costs</b>	\$	\$	\$	\$
<b>(i) Contingency</b>	\$1,500.	\$750.	\$ .68	.49%
<b>(j) Total Soft Costs (h+i)</b>	\$26,573.	\$13286.5	\$12.08	8.6%
<b>(k) Total Development Costs (g+j)</b>	\$308,812.	\$154,406	\$140.37	100%

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales    \$308,812.00  
Market sales    \$ \_\_\_\_\_  
Public grants    \$ \_\_\_\_\_  
**(A) Total Sources    \$308,812.**

Uses:

Construction Contract Amount    \$ \_\_\_\_\_  
**(B) Total Development Costs    \$308,812.**

Profit:

**(C) Total Profit (A-B) \$0.00**  
**(D) Percentage Profit (C/B) \$0**

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage    2200  
Residential Construction Cost per Sq. Ft.    \$140.37  
Total Hard Costs per Sq. Ft.    \$128.30  
Total Development Costs per Sq. Ft. \$140.37  
Sales per Sq. Ft.    \$140.37  
(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>2</u>	<u>          </u>	<u>          </u>	<u>2</u>
Number of market units	<u>          </u>	<u>          </u>	<u>          </u>	<u>0</u>
Total by phase	<u>2</u>	<u>          </u>	<u>          </u>	<u>2</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>9/17</u>	<u>          </u>	<u>          </u>	<u>          </u>
Construction start	<u>10/17</u>	<u>          </u>	<u>          </u>	<u>          </u>
Marketing start – affordable units	<u>9/17</u>	<u>          </u>	<u>          </u>	<u>          </u>
Marketing start – market units	<u>N/A</u>	<u>          </u>	<u>          </u>	<u>          </u>
Construction completed	<u>9/18</u>	<u>          </u>	<u>          </u>	<u>          </u>
Initial occupancy	<u>10/18</u>	<u>          </u>	<u>          </u>	<u>          </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.  Last arms length transaction or current appraisal under by-right zoning
9.  21E summary (if applicable)
10.  Photographs of existing building(s) and/or site
11.  Site Plan showing location of affordable units
12.  Sample floor plans and/or sample elevations
13.  Proposed marketing and lottery materials



Toni Coyne Hall, Director of Local Initiative Program  
Local Initiative Program  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Dear Toni,

The Stow Municipal Affordable Housing Trust (SMAHT) issued a Request for Proposal on September 7, 2016 to solicit responses from qualified affordable housing developers for the construction of two housing units for low-income households on an unimproved parcel of land known as Pine Point. The May 2013 Town Meeting voted to authorize the transfer of this town-owned parcel, Pine Point, to the care, custody and control of SMAHT for the purposes of development and construction of housing affordable to low and moderate income families and individuals. We evaluated the responses to the RFP based on organization experience, quality of references, and project funding. In addition, we expected the developer to be willing to engage the community in the building process. On November 21, 2016, SMAHT voted unanimously to accept the proposal from Habitat for Humanity North Central Massachusetts for development of this property.

Habitat for Humanity North Central Massachusetts has an impressive track record of developing affordable houses in the region and working closely with community residents and leaders in the building process. SMAHT met with the executive director and board members of Habitat NCM after the proposal was accepted and continue to collaborate on the timeline and plans for development. In addition, we are pleased that HFHNCM has started a Local Project Committee to involve town leaders, SMAHT members, and residents in the project.

We are confident that the collaboration between our two organizations will continue and fully support the comprehensive permit application submitted by Habitat for Humanity North Central Massachusetts.

Sincerely,

Mike Kopczynski  
Chairperson  
Stow Municipal Affordable Housing Trust



Toni Coyne Hall, Director of Local Initiative Program  
Local Initiative Program  
Department of Housing & Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Dear Director Hall:

The Stow Board of Selectmen supports Habitat for Humanity NCM's plan for the development and construction of two housing units affordable to low-income households on an unimproved parcel of land known as Pine Point. In response to an article supported by the Board of Selectmen, the May 2013 Town Meeting voted to authorize the transfer of a town-owned parcel, Pine Point, to the care, custody and control of the Stow Municipal Affordable Housing Trust (SMAHT) for the purpose of development and construction of housing affordable to low and moderate income families and individuals. SMAHT issued an RFP in 2016 and the chosen developer was Habitat NCM. We reviewed and approved a town warrant article for the appropriation of \$150,000 of Community Preservation Funds for the building of affordable housing on this site and voted to support its passage at Annual Town Meeting. The article was approved at the May 1, 2017 town meeting.

The Stow Master Plan, for which we have the responsibility of implementing, includes a goal of diversifying housing units to ensure that people of all abilities, income levels, and ages have appropriate housing options. Habitat for Humanity North Central Massachusetts has an impressive track record for developing affordable houses in the region and we believe they can assist us in reaching this goal. We fully support the comprehensive permit application submitted by Habitat for Humanity North Central Massachusetts.

Sincerely,

Brian P. Burke, Chair  
Stow Board of Selectmen

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
1100049274	Habitat for Humanity North Central Massachusetts, Inc.		11/10/08	
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
1150,000.00	Wall Street Journal Prime plus 1.000%	5.0%	Payable on Demand	Commercial
Creditor Use Only				

**COMMERCIAL LOAN AGREEMENT**  
Revolving Draw Loan

**DATE AND PARTIES.** The date of this Commercial Loan Agreement (Agreement) is November 10, 2008. The parties and their addresses are as follows:

**LENDER:**

LEOMINSTER CREDIT UNION  
20 Adena Street  
Leominster, Massachusetts 01453

**BORROWER:**

HABITAT FOR HUMANITY, NORTH CENTRAL MASSACHUSETTS, INC.  
a Massachusetts Corporation  
1 Oak Hill Road  
Fitchburg, Massachusetts 01420

**1. DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings.

- A. Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.
- B. Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.
- C. Loan.** The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually or together. "You" and "your" refers to the Loan's lender.
- F. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

**2. ADVANCES.** Advances under this Agreement are made according to the following terms and conditions.

- A. Multiple Advances - Revolving.** In accordance with the terms of this Agreement and other Loan Documents, you will extend to me and I may from time to time borrow, repay, and reborrow, one or more advances. The amount of advances will not exceed \$150,000.00 (Principal).
- B. Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine. I or anyone I authorize to act on my behalf may request advances by the following methods.
- C. Advance Limitations.** In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.
- (1) **Obligatory Advances.** You will make all Loan advances subject to this Agreement's terms and conditions.
  - (2) **Advance Amount.** Subject to the terms and conditions contained in this Agreement, advances will be made in exactly the amount I request.
  - (3) **Disbursement of Advances.** On my fulfillment of this Agreement's terms and conditions, you will disburse the advance in any manner as you and I agree.
  - (4) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
  - (5) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.
- D. Conditions.** I will satisfy all of the following conditions before you either issue any promissory notes or make any advances under this Agreement.
- (1) **No Default.** There has not been a default under this Agreement or any other Loan Documents nor would a default result from making the Loan or any advance.
  - (2) **Information.** You have received all documents, information, certifications and warranties as you may require, all properly executed, if appropriate, on forms acceptable to you. This includes, but is not limited to, the documents and other items listed in the Loan Checklist Report which is hereby incorporated by reference into this Agreement.
  - (3) **Inspections.** You have made all inspections that you consider necessary and are satisfied with this inspection.
  - (4) **Conditions and Covenants.** I will have performed and complied with all conditions required for an advance and all covenants in this Agreement and any other Loan Documents.
  - (5) **Warranties and Representations.** The warranties and representations contained in this Agreement are true and correct at the time of making the requested advance.
  - (6) **Financial Statements.** My most recent financial statements and other financial reports, delivered to you, are current, complete, true and accurate in all material respects and fairly represent my financial condition.
  - (7) **Bankruptcy Proceedings.** No proceeding under the United States Bankruptcy Code has been commenced by or against me or any of my affiliates.

**3. DEMAND.** I agree to fully repay the Loan on demand.

**4. WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Loan is in effect, except when this Agreement provides otherwise.

- A. Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.
- B. Authority.** The execution, delivery and performance of this Loan and the obligation evidenced by the Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.
- C. Name and Place of Business.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious names. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.
- D. Hazardous Substances.** Except as I previously disclosed in writing and you acknowledge in writing, no Hazardous Substance, underground tanks, private dumps or open wells are currently located at, on, in, under or about the Property.
- E. Use of Property.** After diligent inquiry, I do not know or have reason to know that any Hazardous Substance has been discharged, leached or disposed of, in violation of any Environmental Law, from the property onto, over or into any other property, or from any other property onto, over or into the property.

F. Environmental Laws. I have no knowledge or reason to believe that there is any pending or threatened investigation, claim, judgment or order, violation, lien, or other notice under any Environmental Law that concerns me or the property. The property and any activities on the property are in full compliance with all Environmental Law.

G. Loan Purpose. The purpose of this Loan is to fund short term working capital needs.

H. No Other Liens. I own or lease all property that I need to conduct my business and activities. I have good and marketable title to all property that I own or lease. All of my Property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those to you or those you consent to in writing.

I. Compliance With Laws. I am not violating any laws, regulations, rules, orders, judgments or decrees applicable to me or my property, except for those which I am challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should I lose.

5. FINANCIAL STATEMENTS. I will prepare and maintain my financial records using consistently applied generally accepted accounting principles then in effect. I will provide you with financial information in a form that you accept and under the following terms.

A. Certification. I represent and warrant that any financial statements that I provide you fairly represents my financial condition for the stated periods, is current, complete, true and accurate in all material respects, includes all of my direct or contingent liabilities and there has been no material adverse change in my financial condition, operations or business since the date the financial information was prepared.

B. Frequency. Annually, I will provide to you my financial statements, tax returns, annual internal audit reports or those prepared by independent accountants as soon as available or at least within days after the close of each of my fiscal years. Any annual financial statements that I provide you will be reviewed statements.

C. Requested Information. I will provide you with any other information about my operations, financial affairs and condition within 10 days after your request.

D. Additional Financial Statements Term. DURING THE TERM OF THIS LOAN I WILL PROVIDE THE FOLLOWING INFORMATION WITHIN THE TIME FRAMES OUTLINED:

(1) ANNUAL REVIEWED FINANCIAL STATEMENTS DUE TO THE LENDER NO LATER THAN 75 DAYS FOLLOWING EACH FISCAL YEAR END.

B. COVENANTS. Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

A. Participation. I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

B. Inspection. Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

C. Business Requirements. I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities of own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

D. Compliance with Laws. I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recording taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

E. New Organizations. I will obtain your written consent and any necessary changes to the Loan Documents before I organize or participate in the organization of any entity, merge into or consolidate with any one, permit any one else to merge into me, acquire all or substantially all of the assets of any one else or otherwise materially change my legal structure, management, ownership or financial condition.

F. Other Liabilities. I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

G. Notice to You. I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

H. Dispose of No Assets. Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

I. Insurance. I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee or lender loss payee endorsement for you when these endorsements are available. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

J. Property Maintenance. I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

K. Property Loss. I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

L. Additional Taxes. I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

## 7. INSURANCE.

A. Flood Insurance. Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood plain map. If required in the future, I may obtain flood insurance from anyone I want that is reasonably acceptable to you.

8. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Agreement or any other Loan Document. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

9. APPLICABLE LAW. This Agreement is governed by the laws of Massachusetts, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

10. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. You may assign all or part of your rights or duties under this Agreement or the Loan Documents without my consent. If you assign this Agreement, all of my covenants, agreements, representations and warranties contained in this Agreement or the Loan Documents will benefit your successors and assigns. I may not assign this Agreement or any of my rights under it without your prior written consent. The duties of the Loan will bind my successors and assigns.

11. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

12. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

13. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

14. **AGREEMENT TO ARBITRATE.** You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Agreement and the other Loan Documents, and proposed loans or extensions of credit that relate to this Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Agreement or another writing.

15. **WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

16. **WAIVER OF JURY TRIAL.** If the parties do not opt for arbitration, then all of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

17. **SIGNATURES.** By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**BORROWER:**

Habitat for Humanity North Central Massachusetts, Inc.

By Carlton Finch (Seal)  
Carlton Finch, Assistant Treasurer

**LENDER:**

Leominster Credit Union

By Donald R. O'Connell (Seal)  
DONALD R. O'CONNELL  
Title Name & Title VICE-PRESIDENT



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
1100049274	Habitat for Humanity, North Central Massachusetts, Inc.		11/10/08	
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$150,000.00	Wall Street Journal Prime plus 1.000%	5.0%	Payable on Demand	Commercial
Creditor Use Only				

**PROMISSORY NOTE**  
(Commercial - Revolving Draw)

**DATE AND PARTIES.** The date of this Promissory Note (Note) is November 10, 2008. The parties and their addresses are:

**LENDER:**  
LEOMINSTER CREDIT UNION  
20 Adams Street  
Leominster, Massachusetts 01463  
Telephone: (878) 466-7266

**BORROWER:**  
HABITAT FOR HUMANITY, NORTH CENTRAL MASSACHUSETTS, INC.  
a Massachusetts Corporation  
1 Oak Hill Road  
Fitchburg, Massachusetts 01420

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together. "You" and "Your" refer to the Lender.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.

**2. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum outstanding principal balance of \$150,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan. I may borrow up to the Principal amount more than one time.

All advances made will be made subject to all other terms and conditions of the Loan.

**3. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.0 percent (Interest Rate) until January 1, 2009, after which time it may change as described in the Variable Rate subsection.

A. **Interest After Default.** If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the interest rate payable on the outstanding Principal balance of this Note. In such event, and at your sole discretion, interest may accrue at the maximum amount allowed by law.

B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the Massachusetts usury laws under Mass. Gen. Laws Ann. Ch. 107 § 3.

D. **Accrual.** Interest accrues using an Actual/366 days counting method.

E. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) **Index.** Beginning with the first Change Date, the Interest Rate will be based on the following index: the base rate on corporate loans posted by at least 75% of the 30 largest U.S. banks known as the Wall Street Journal U.S. Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) **Change Date.** Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change January 1, 2009 and every 3 months thereafter.

(3) **Calculation Of Change.** On each Change Date you will calculate the Interest Rate, which will be the Current Index plus 1.000 percent. The result of this calculation will be rounded to the nearest .125 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) **Limitations.** The Interest Rate changes are subject to the following limitations:

(a) **Lifetime.** The Interest Rate will never be less than 4.000 percent.

(b) **Effect Of Variable Rate.** A change in the interest rate will have the following effect on the payments: The amount of scheduled payments will change.

**4. REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges will be described on the SETTLEMENT STATEMENT.

A. **Late Charge.** If a payment is more than 15 days late, I will be charged 5.000 percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

**5. GOVERNING AGREEMENT.** This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

**6. PAYMENT.** I agree to pay this Note on demand. Upon your demand the entire unpaid balance of Principal and accrued interest, along with any earned, and unpaid fees or charges, and the amount of any advances made on my behalf, will be due and owing. In addition, I agree to make the following payments: Monthly payments of accrued interest beginning December 1, 2008, and on the 1st day of each month thereafter.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due then to principal that is due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

**7. PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**8. LOAN PURPOSE.** The purpose of this Loan is to fund short term working capital needs.

8. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Assignment of Mortgage	Habitat for Humanity, North Central Massachusetts, Inc.

10. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

11. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

(1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Note.

(4) You, or any institution participating in this Note, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

12. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

13. APPLICABLE LAW. This Note is governed by the laws of Massachusetts, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

14. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan, and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

15. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

16. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

17. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notices to one Borrower will be deemed to be notices to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, to confirm your lien status on any Property. Time is of the essence.

18. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

19. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you or any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

20. AGREEMENT TO ARBITRATE. You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Note and the other Loan Documents, and proposed loans or extensions of credit that relate to this Note. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Note, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Note or another writing.

21. WAIVER OF TRIAL FOR ARBITRATION. You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

22. WAIVER OF JURY TRIAL. If the parties do not opt for arbitration, then all of the parties to this Note knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Note or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

23. SIGNATURES. By signing under seal, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

Habitat for Humanity, North Central Massachusetts, Inc.

By Carleton X. Finch (Seal)  
Carleton Finch, Assistant Treasurer

LENDER:

Leominster Credit Union

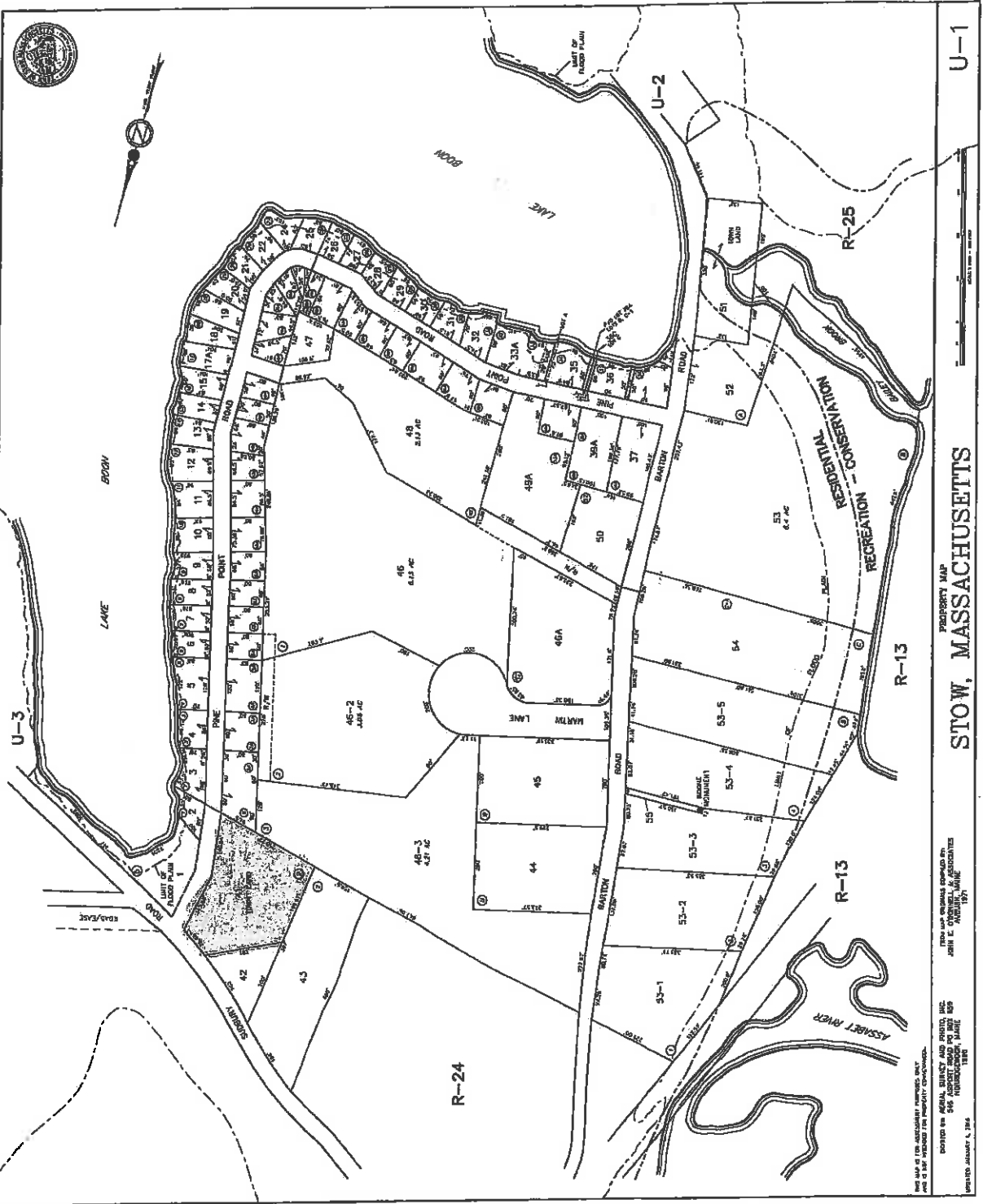
By DONALD R. DEANER (Seal)  
DONALD R. DEANER  
Print Name & Title VICE-PRESIDENT

Habitat for Humanity North Central Massachusetts, Inc.  
Massachusetts Promissory Note

MAJ4Xlbrlen0008300008994018110608N

©1996 Bankers Systems, Inc., St. Cloud, MN

Initials



U-1

PROPERTY MAP  
STOW, MASSACHUSETTS

THIS MAP WAS PREPARED BY  
JAMES E. O'NEILL & ASSOCIATES  
1971

DATE OF THE PREVIOUS MAP: 1964  
DATE OF THE PREVIOUS MAP: 1964

DATE OF THE PREVIOUS MAP: 1964  
DATE OF THE PREVIOUS MAP: 1964

**PURCHASE AND SALE AGREEMENT**

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: June 7, 2017

1.2 PREMISES:

Town: Stow Land Area: 1.26 acres +/-

Street Address: Pine Point Road, Stow, Middlesex County, Massachusetts

Legal Description: A parcel of land with the buildings and improvements thereon situated at Sudbury Road and Pine Point Road, Middlesex County, Massachusetts and being bounded and described as follows:

Seller's Title Reference: Book 10253, Page 407

Assessor's Map Reference: Parcel 41, Town Map U01

1.3 SELLER: Stow Municipal Affordable Housing Trust

Address: Town Bldg. 380 Great Road, Stow, MA 01775

Seller's Attorney: Kathleen M. O'Donnell, Esq. Phone: 617-794-2794  
Address: P.O. Box 234.  
Milton, MA 02186

1.4 BUYER: Habitat for Humanity North Central Massachusetts

Address: 138 Great Road, Acton, MA 01720

Buyer's Attorney: David Rocheford, Esq. Phone: 978-847-0104  
Address: 156 Hamilton Street  
Leominster, MA 01453

1.5 PURCHASE PRICE: \$1.00

Paid as follows:  
Purchase Price due on Closing Date \$1.00

1.6 CLOSING DATE: On or before October 1, 2017

TIME: 12:00 p.m.

PLACE: Middlesex South District Registry of Deeds

1.7 TITLE: The conveyance shall be by quitclaim deed

SELLER'S FIRE AND EXTENDED COVERAGE INSURANCE: None

UNLESS OTHERWISE NOTED, THE FOLLOWING PROVISIONS SHALL APPLY:

SECTION 2 -- GENERAL PROVISIONS

- 2.1 Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 2.2 The documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing.
- 2.3 Good, record, marketable and insurable title to the Premises shall be delivered on the Date and Time of Closing at the Place of Closing free from all encumbrances except the following:
- a. Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable.
  - b. Betterment assessments, if any, which are not a recorded lien on the Premises as of the Date of this Agreement.
  - c. Federal, state and local laws, ordinances, by-laws and rules regulating the use of land, particularly environmental, building, zoning, and health, if any, applicable as of the Date of this Agreement.
  - d. Rights of the public and others in and to adjacent streets and ways.
- 2.4 Simultaneously with the delivery of the Deed, Seller shall execute and deliver:
- a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; and
  - b. Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding.
- 2.5 The Purchase Price shall be paid by Buyer by check or cash and delivered to Seller at the time of recording of the Deed.
- 2.6 Pro forma real estate taxes for the current fiscal year shall be collected from Buyer at closing based on the assessed value of the Premises, as of the day of performance of this

agreement pursuant to the provisions of c. 44 Section 63A. No deed stamps are due on this conveyance pursuant to G.L. c. 64D, §1.

- 2.7 Full possession of the Premises free of all tenants and occupants shall be delivered at the Date and Time of Closing, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) free and clear of debris and other personal property, and (c) in compliance with the provisions of any instrument referred to in clause 2.3 hereof. The Buyer shall be entitled personally to inspect said Premises, with at least twenty four (24) hours advance notice to Seller, which may be oral, prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.
- 2.8 If the Seller shall be unable to give title or to make conveyance subject to the Permitted Encumbrances, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, the Seller shall use reasonable efforts to remove any defects in title (at a cost of no more than \$2,000 for non-monetary defects) or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of no more than twenty one (21) days.
- 2.9 The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said Premises in its then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey. If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed and Buyer shall not have elected to accept such title, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
- 2.10 The acceptance and recording of the Deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.
- 2.11 All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. The recording of the Deed by Buyer shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. All representations and warranties herein shall survive the recording of the Deed.
- 2.13 Any deposit paid shall be held by Seller's Attorney and shall be duly accounted for at closing. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages, and this shall be the Seller's sole and exclusive remedy in law and at equity for any default by the Buyer

under this agreement. In the event of any other disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the Seller and the Buyer.

2.14 Buyer warrants and represents that Buyer has dealt with no broker or agent with respect to this transaction or these Premises and agrees to indemnify and hold Seller harmless from all claims for brokerage or commission on account of this sale by any person, provided:

- a. Seller gives Buyer prompt notice of the claim;
- b. Buyer is afforded an opportunity to defend against the claim;
- c. The claimant produces evidence that claimant dealt with Buyer with respect to the Premises; and
- d. The claimant obtains a judgment against Seller for a brokerage commission.

Buyer agrees to indemnify and hold Seller harmless from all claims for brokerage or commission on account of this transaction or these Premises by any person, provided Seller has not dealt with any other broker or agent with respect to this transaction. The provisions of this Section 2.14 shall survive delivery of the Deed.

2.15 If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder. If Seller or Buyer discloses in this Agreement that either of them is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller their obligations hereunder are joint and several.

2.16 TIME IS OF THE ESSENCE OF ALL PROVISIONS OF THIS AGREEMENT.

2.17 This Agreement is to be construed as a Massachusetts contract.

2.18 Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association (REBA) shall be governed by said Standard to the extent applicable.

2.19 All notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to Buyer or Seller at the appropriate address as specified in Paragraphs 1.3 and 1.4 or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service.

2.20 Buyer or Buyer's agent(s) shall have the right at reasonable hours and upon twenty-four (24) hours advance notice to Seller which may be oral, to enter the Premises at Buyer's own risk for the purposes of survey, inspections and tests. Buyer shall, to the extent permitted by law, indemnify and defend and hold harmless Seller against any harm to Seller

arising from said entry or any harm caused by Buyer to the Premises. Buyer's performance hereunder is conditional, at Buyer's option, upon Buyer not having found on the Premises any oil or hazardous waste or hazardous material or Seller shall have, at Seller's option in its sole and absolute discretion, remediated such hazardous condition in full compliance with applicable law, with Seller paying all of the costs of remediation.

- 2.21 Without limitation of other provisions of this Agreement, Buyer's obligations under this Agreement are, at Buyer's option, expressly contingent on the following conditions:
- a. At Buyer's final inspection of the Premises prior to recording of the Deed, Buyer shall not have found on the Premises oil or hazardous waste or hazardous material in quantities required to be reported to the Massachusetts Department of Environmental Protection;
  - b. Buyer shall have complied with the disclosure provisions of G.L. c.7, § 40J. Buyer agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c.7, § 40J;
  - c. Buyer shall execute the Land Disposition Agreement substantially in the form attached hereto and made a part hereof; and
  - d. Buyer has obtained a comprehensive permit pursuant to G.L. c. 40B for the construction of a duplex and for which all appeal periods have expired.
- 2.22 Notwithstanding anything to the contrary herein, in the event of a taking by eminent domain by an entity other than the Seller of all or part of the premises, then, at Buyer's option, this Agreement may be terminated.
- 2.23 Buyer has made an inspection of the Property. Subject only to Seller's express representations, warranties and obligations set forth herein, BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, ARE NOT RELYING ON, AND HEREBY WAIVE ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the Third Party Leases/Licenses permits, orders, or other agreements,



affecting the Property (collectively, the "Condition of the Property").

2.24 Subject to the provisions of this Agreement, Buyer shall have the right to conduct or cause to be conducted during the period commencing upon execution of this Agreement and ending on November 30, 2017 ("Due Diligence Period"), at Buyer's sole cost and expense, such investigations, inspections and studies of the Property, and such reviews of plans, title, specifications, warranties, contracts, the Leases, (if any) permits, and other documents as Buyer deems necessary or desirable (collectively, "Buyer's Investigations"). In the event the Property is not satisfactory to the Buyer, the Buyer must provide written notice to terminate this agreement to the Seller on or before 5:00 PM EST before the end of the due diligence period and provide Seller with a copy of such inspection or report evidencing the alleged deficiencies.

2.25 Buyer's performance hereunder is subject to and contingent upon obtaining necessary building and construction permits. Buyer shall have until November 30, 2017 to obtain necessary permits. *MAK IETC CMT. R*

Executed under seal by the Parties hereto as of the date of this Agreement.

SELLER:

BUYER:

Stow Municipal Affordable Housing Trust

Habitat for Humanity North Central  
Massachusetts

By its Trustees:

By:

*[Signature]*  
*[Signature]* *Michael Kopczynski*  
*[Signature]* *I. Hegemann*  
*[Signature]* *Clark*  
*[Signature]* *Clark*  
*[Signature]*  
*[Signature]*

*[Signature]* *Carelyn M. Reed*

# Design and Construction Cover Sheet



**2 Buildings-1 Ranch 1000 square feet and 1 Colonial Style 1200 square feet**

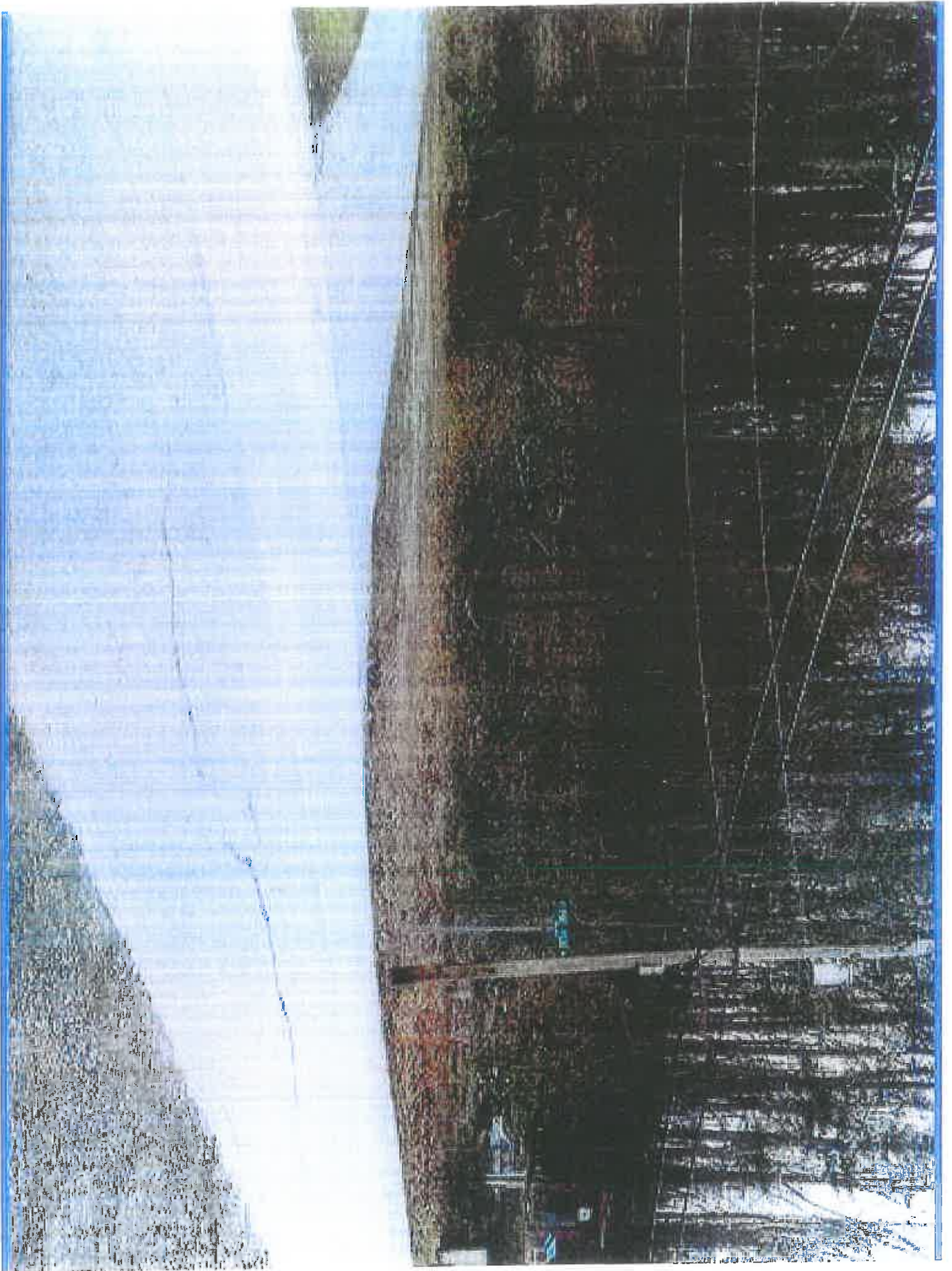
**Ownership by Condo Association**

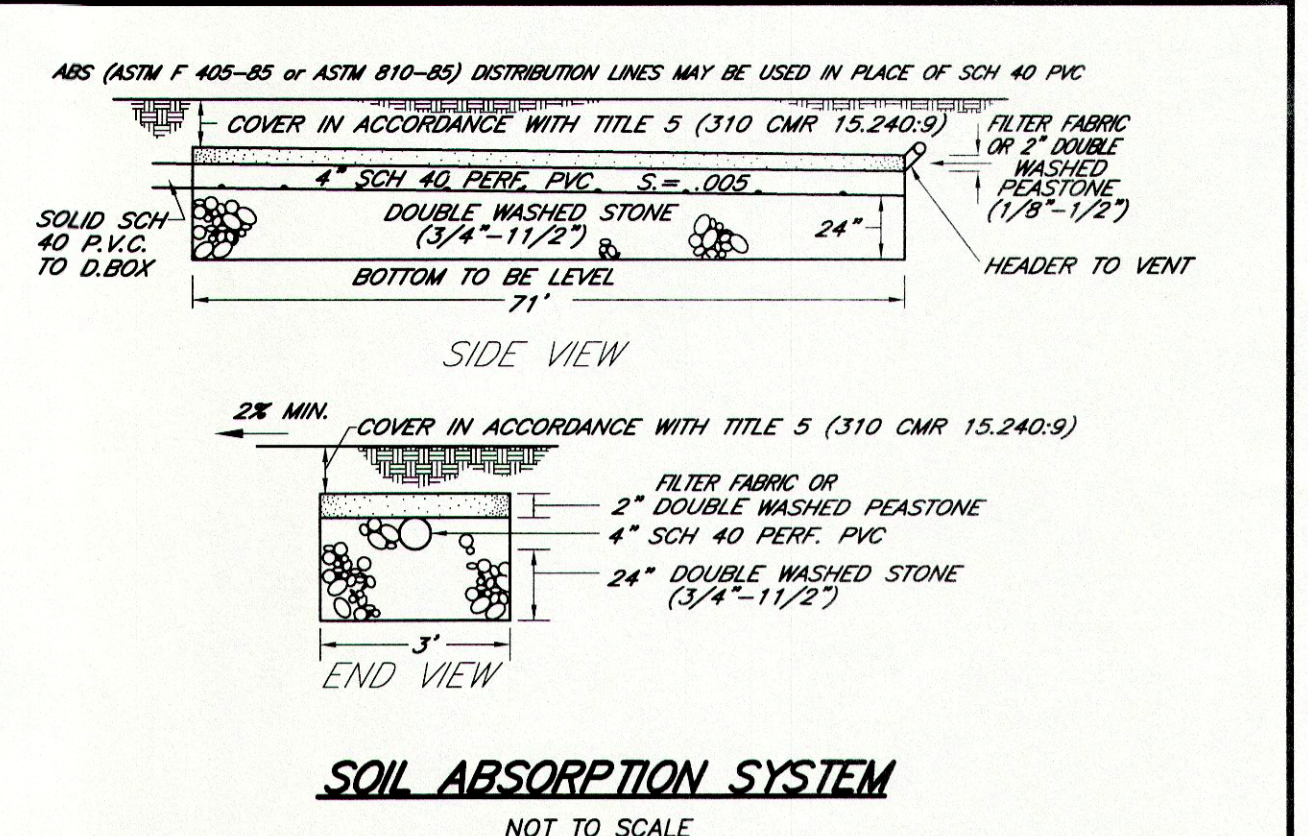
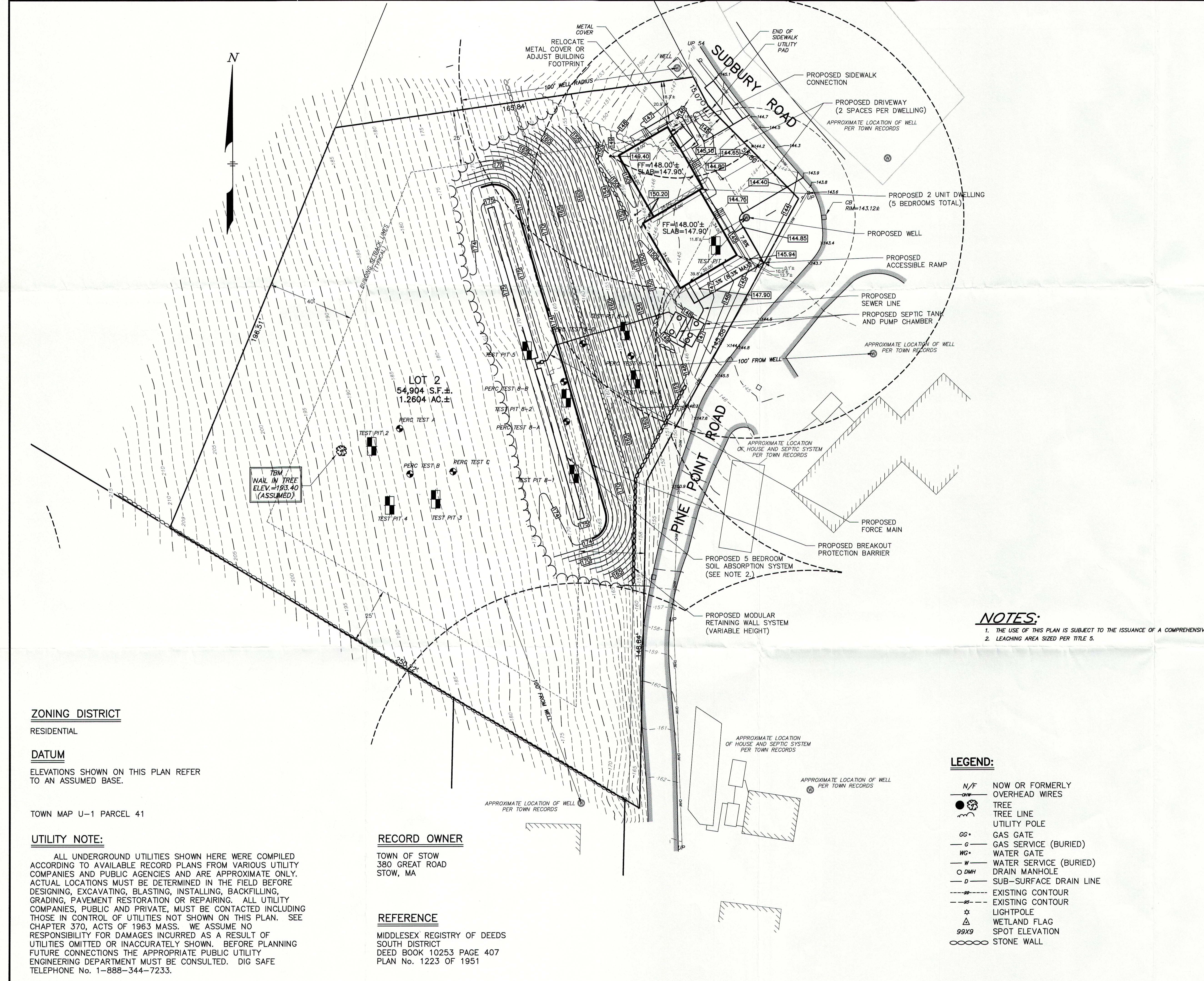
**2 Affordable Units – 1 Handicapped Unit**

- 1- 1000 square feet, 1 floor, 2 bed, 1 bath**
- 2- 1200 square feet, 2 floors, 3 bed, 2 bath**

**100% Residential Community**

**2 Parking Spaces per Unit**





**INVERT ELEVATIONS**

4" INV. @ BUILDING	= 145.40		
4" INV. @ SEPTIC TANK (IN)	= 145.00		
4" INV. @ SEPTIC TANK (OUT)	= 144.75		
4" INV. @ PUMP CHAMBER (IN)	= 144.65		
3" INV. @ PUMP CHAMBER (OUT)	= 144.40		
3" INV. @ D.BOX (IN)	= 173.67		
4" INV. @ D.BOX (OUT)	= 173.50		
<b>AT LEACHING FACILITY:</b>			
<b>PRIMARY</b>			
TRENCH #	4" INV. @ BEGIN. LINES	4" INV. @ END LINES	BOTTOM STONE
1	173.36	173.00	171.00
2	173.36	173.00	171.00
<b>RESERVE</b>			
TRENCH #	4" INV. @ BEGIN. LINES	4" INV. @ END LINES	BOTTOM STONE
A	172.36	172.00	170.00
B	172.36	172.00	170.00

**DESIGN DATA:**

**DESIGN FLOW:**  
 PER TITLE 5:  
 5 BR. X 110 GPD/BR = 550 GPD  
 NO GARBAGE GRINDER ALLOWED

**REQUIRED SEPTIC TANK**  
 REQUIRED: 1100 GAL + 550 GAL  
 PROVIDED: 1320 GAL + 660 GAL  
**REQUIRED SIZE SOIL ABSORPTION SYSTEM: (PRIMARY)**  
 PT-80 = 14 MPI CLASS II SOIL  
 550 GPD/0.56 GPD/S.F. = 983 S.F.  
 (NO GARBAGE DISPOSAL ALLOWED)  
**TYPE AND SIZE OF SOIL ABSORPTION SYSTEM PROVIDED:**

**TITLE 5:**  
 PRIMARY & RESERVE  
 2 TRENCHES: 3'W x 2.0'D x 71'L  
 2 TRENCHES x 7' S.F. x 71' = 994 S.F.  
 994 S.F. > 983 S.F. O.K.

**NOTES:**  
 1. THE USE OF THIS PLAN IS SUBJECT TO THE ISSUANCE OF A COMPREHENSIVE PERMIT.  
 2. LEACHING AREA SIZED PER TITLE 5.

- LEGEND:**
- N/F NOW OR FORMERLY OVERHEAD WIRES
  - TREE
  - TREE LINE
  - UTILITY POLE
  - GG+ GAS GATE
  - G GAS SERVICE (BURIED)
  - WG+ WATER GATE
  - W WATER SERVICE (BURIED)
  - DMH DRAIN MANHOLE
  - D SUB-SURFACE DRAIN LINE
  - EXISTING CONTOUR
  - - - EXISTING CONTOUR
  - ☆ LIGHTPOLE
  - △ WETLAND FLAG
  - 99X9 SPOT ELEVATION
  - STONE WALL

**ZONING DISTRICT**

RESIDENTIAL

**DATUM**

ELEVATIONS SHOWN ON THIS PLAN REFER TO AN ASSUMED BASE.

TOWN MAP U-1 PARCEL 41

**UTILITY NOTE:**

ALL UNDERGROUND UTILITIES SHOWN HERE WERE COMPILED ACCORDING TO AVAILABLE RECORD PLANS FROM VARIOUS UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD BEFORE DESIGNING, EXCAVATING, BLASTING, INSTALLING, BACKFILLING, GRADING, PAVEMENT RESTORATION OR REPAIRING. ALL UTILITY COMPANIES, PUBLIC AND PRIVATE, MUST BE CONTACTED INCLUDING THOSE IN CONTROL OF UTILITIES NOT SHOWN ON THIS PLAN. SEE CHAPTER 370, ACTS OF 1963 MASS. WE ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN. BEFORE PLANNING FUTURE CONNECTIONS THE APPROPRIATE PUBLIC UTILITY ENGINEERING DEPARTMENT MUST BE CONSULTED. DIG SAFE TELEPHONE No. 1-888-344-7233.

**RECORD OWNER**

TOWN OF STOW  
 380 GREAT ROAD  
 STOW, MA

**REFERENCE**

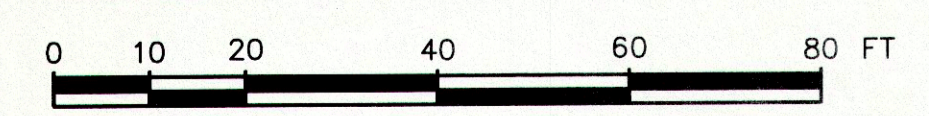
MIDDLESEX REGISTRY OF DEEDS  
 SOUTH DISTRICT  
 DEED BOOK 10253 PAGE 407  
 PLAN No. 1223 OF 1951

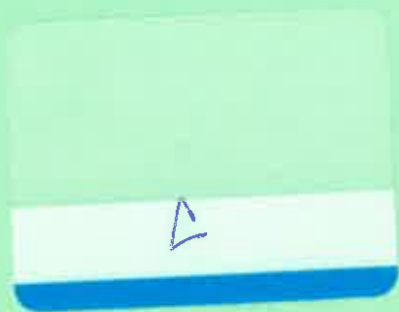
PRELIMINARY PLAN  
 IN

**STOW, MASSACHUSETTS**  
 (MIDDLESEX COUNTY)

FOR: HABITAT FOR HUMANITY  
 SCALE: 1"=20' AUGUST 3, 2017

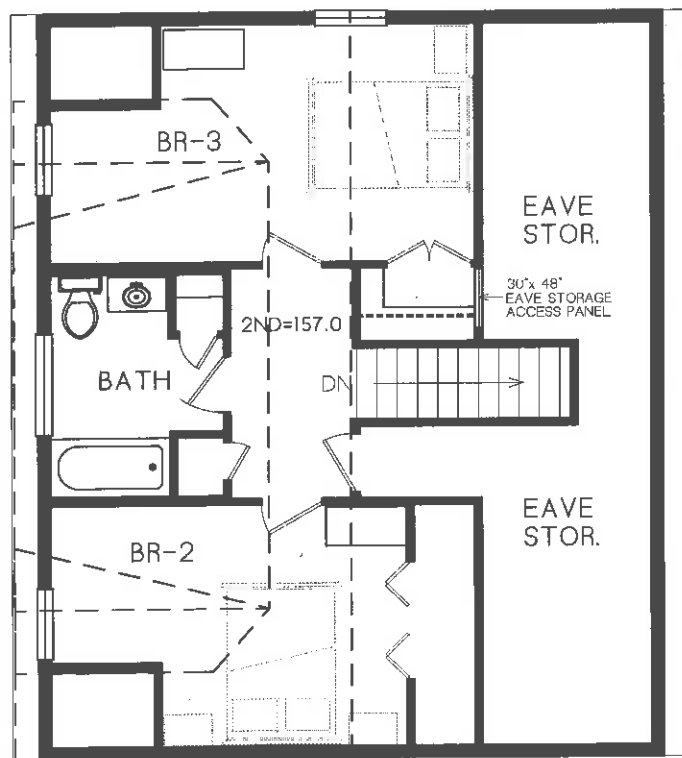
**STAMSKI AND McNARY, INC.**  
 1000 MAIN STREET ACTON, MASSACHUSETTS  
 ENGINEERING - PLANNING - SURVEYING





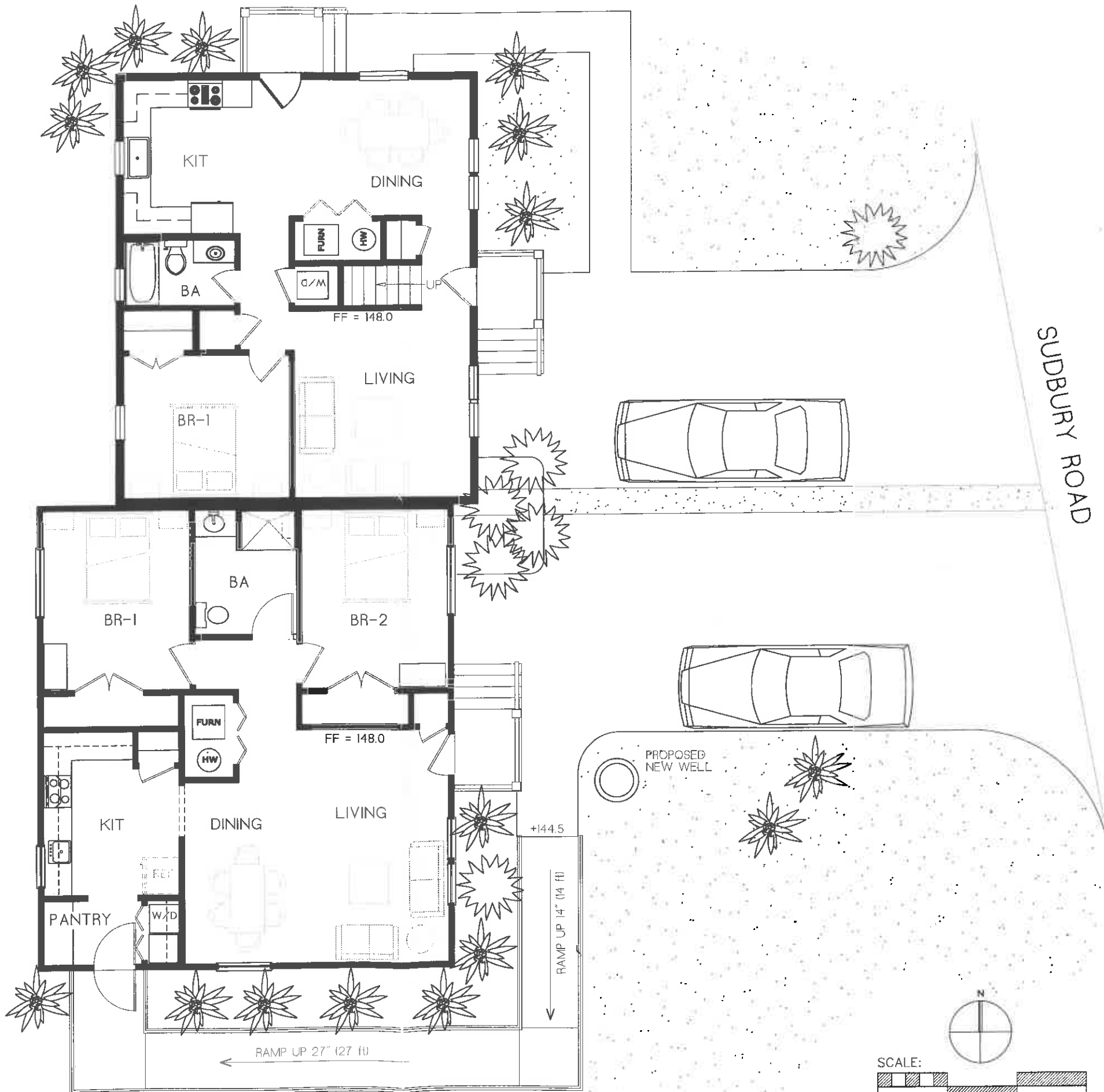
3 BR UNIT - SECOND FLOOR

1/4" = 1'-0" 452 SF



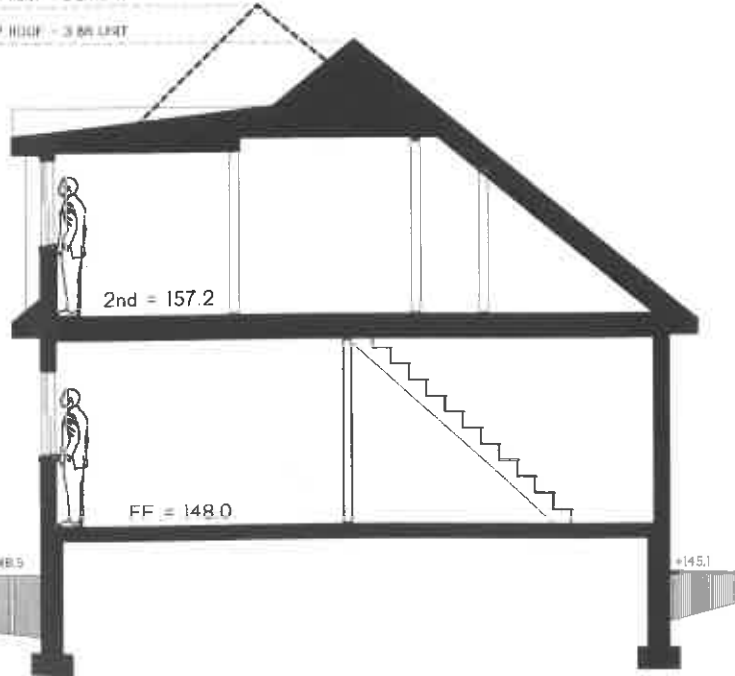
3 BR UNIT - FIRST FLOOR

1/4" = 1'-0" 767 SF



SUDBURY ROAD

TOP ROOF - 2 BR UNIT  
TOP ROOF - 3 BR UNIT



3 BR UNIT - SECTION @ DORMER

1/4" = 1'-0"

**Hallor Associates**  
Architecture  
Planning  
Interior Design  
58 Curve Street  
Wellesley, MA 02181  
781-235-4810  
fax 781-238-1360

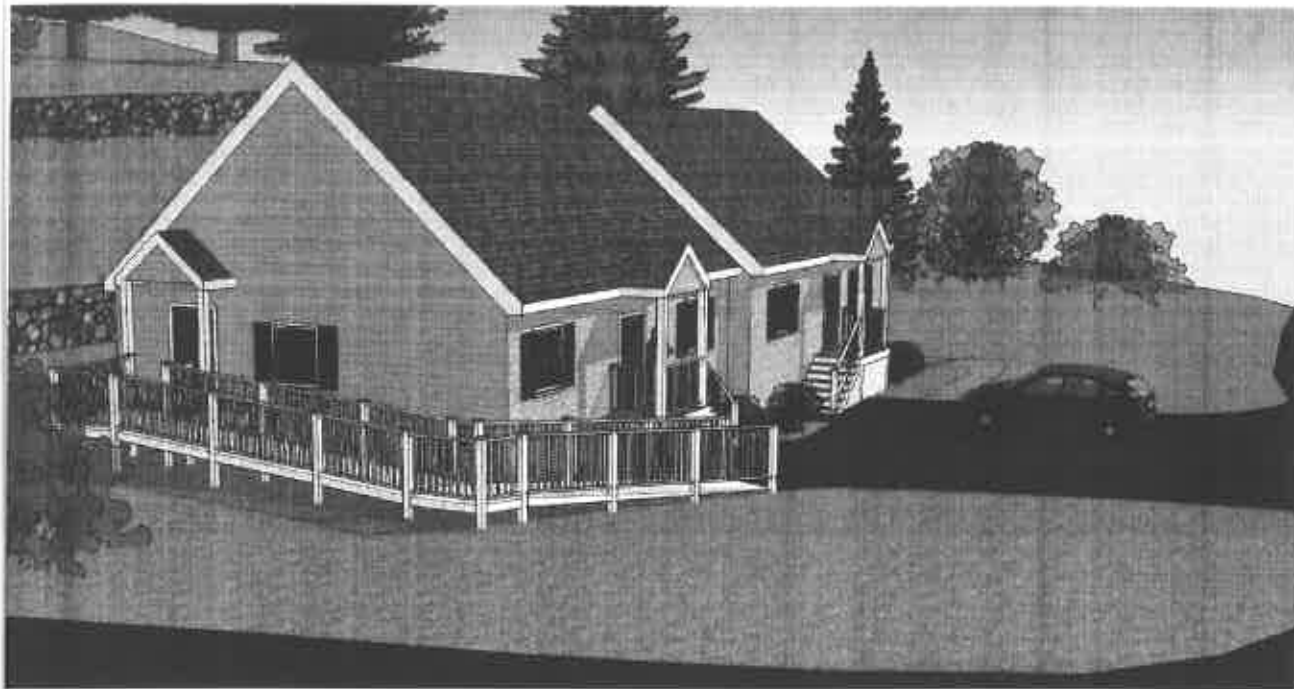
**Habitat for Humanity**  
North Central Massachusetts

Sudbury Road  
Stow, Massachusetts

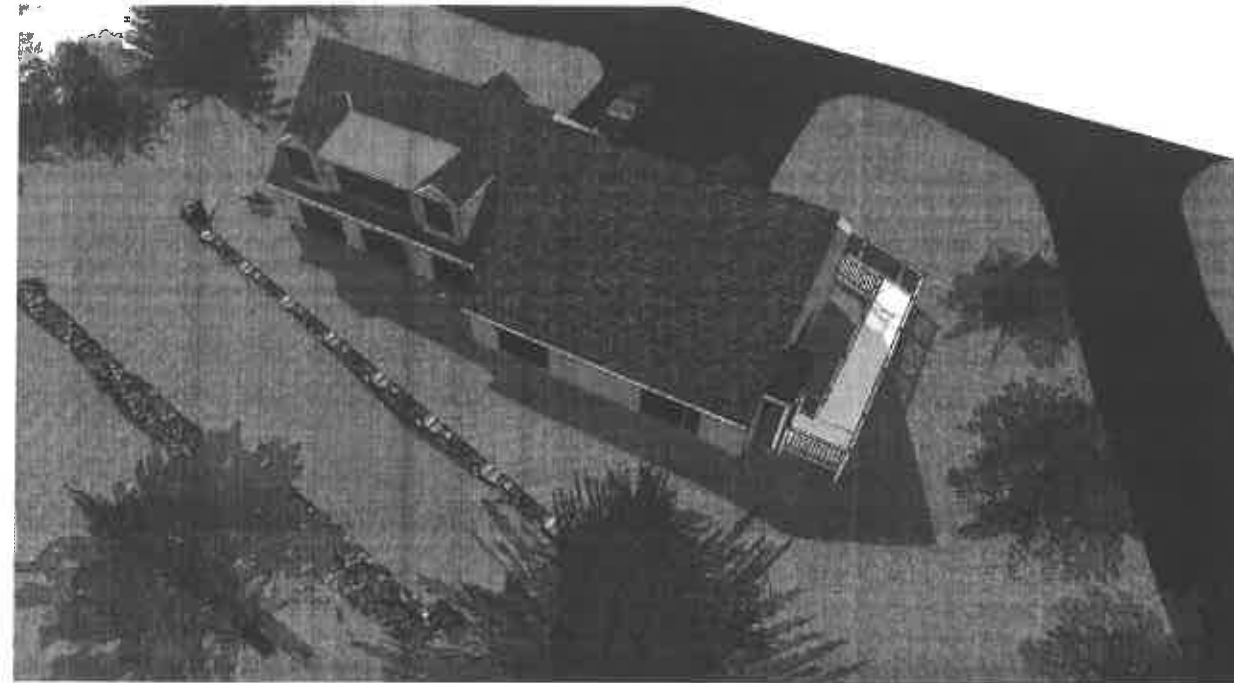
PLANS AND SECTION

Job No: 170100





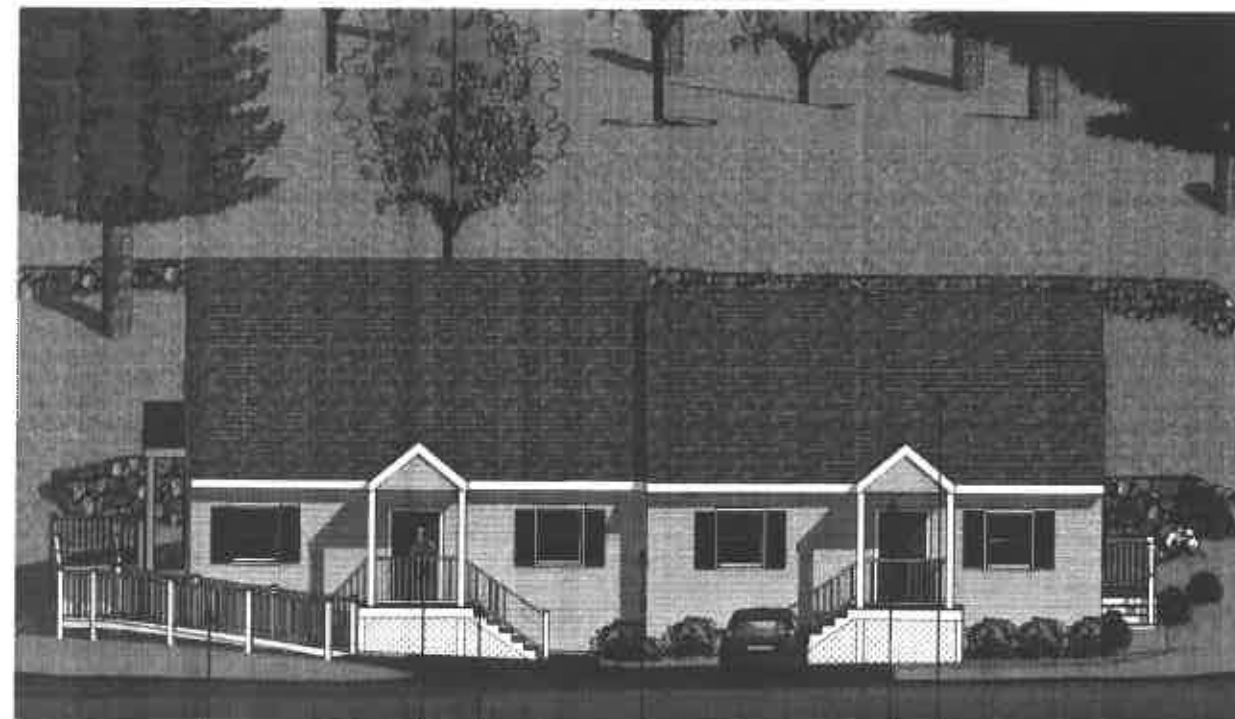
LEFT SIDE VIEW



REAR BIRDSEYE VIEW



RIGHT SIDE VIEW



PT WOOD RAMP  
AND RAILINGS

VINYL CLAP-  
BOARD SIDING

CEMENTITIOUS  
PORCH DECK  
AND PLASTIC  
RAILING SYSTEM

ALUM.  
D.H.  
WINDOWS

ALUM. FACIA

ASPHALT SHINGLE ROOF

FRONT VIEW



Heller Associates

Architecture  
Planning  
Interior Design

58 Curve Street  
Wellesley, MA 02181

781-235-4818  
fax 781-238-1380

 **Habitat for Humanity**  
North Central Massachusetts

Sudbury Road  
Stow, Massachusetts

PERSPECTIVE VIEWS







# Habitat for Humanity<sup>™</sup> International

Building houses in partnership with God's people in need

November 1, 1999

Megan Foley  
North Central Miss.  
Habitat for Humanity  
820 Main Street  
Faith United Parish  
Fitchburg, MA 01420.3-1531

Dear Megan:

This is confirmation that North Central Miss. Habitat for Humanity, EIN 04299985-1, is listed as a subordinate under Habitat for Humanity International, Inc. group exemption status.

Sincerely,

*Brenda Calloway*  
Brenda Calloway  
Legal Department



November 17, 1998

HFH North Central Massachusetts  
Megan Foley  
820 Main St.  
Fitchburg, MA 01420

Dear Megan,

We have received the request to change your affiliate's name from HFH North Worcester County to **Habitat for Humanity North Central Massachusetts**. This request has been approved by your Regional Office. The change of name will be made to your records here at Habitat for Humanity International.

Thank you for all your hard work as you continue to build homes with families in need.

In Christian partnership,

Drew Hancock  
US Area Coordinator

cc: Kay Spofford



building houses in partnership with God's people in need

May 11, 1989

Affiliate President  
Habitat North Worcester County  
P.O. Box 385  
Leominster, MA 01453

Dear Affiliate President,

This letter will confirm that Habitat North Worcester County has been added to the roster of exempt subordinates included in Habitat for Humanity, Inc.'s group exemption under section 501(c)(3) of the Internal Revenue Code effective on April 25, 1989.

The enclosed copy of the group exemption letter received from the IRS provides evidence of Habitat's group exemption. That letter, together with this letter which confirms your affiliate's exempt subordinate status, provide evidence of your tax exempt status under section 501(c)(3) of the Code. Both these letters should be retained as part of your affiliate's permanent records.

Please note that if your gross income is normally more than \$25,000, you are required to file Form 990, Return of Organizations Exempt from Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. Also, note that a significant penalty is imposed when a return is filed late. While filing of a group return by Habitat's national office is a permitted option, that does not appear to be a feasible alternative at this time.

The group exemption number assigned to Habitat by the IRS is 8545. This number may be provided to prospective donors, foundations, and other grant organizations as they request it, and is required on any Form 990 you may file.

In partnership,

Dirk J. Holkeboer  
Affiliate Coordinator

D.JH/mur

Enclosure

Internal Revenue Service  
District Director

Department of the Treasury

EO GROUP 7201  
P.O. BOX 1055  
ATLANTA, GA. 30370

Date: FEB 13 1987

Habitat For Humanity, Inc.  
419 West Church St  
Americus, Georgia 31709

Dear Sirs:

We have considered your application for group exemption letter recognizing your subordinates as exempt from Federal income tax as organizations of the type described in section 501(c)(2) of the Internal Revenue Code.

Our records show that you were recognized as exempt from Federal income tax under section 501(c)(2) of the Code. The exemption letter remains in effect.

Based on the information supplied, we recognize your named subordinates on the list you submitted, as exempt from Federal income tax under section 501(c)(2) of the Code.

Additionally, we have classified the organizations you operate, supervise, or control, and which are covered by your notification to us, as organizations that are not private foundations because they are organizations of the type described in section 170(b)(1)(A)(vi) & 509(a)(1) of the Code.

Donors may deduct contributions to you and your subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

You and your exempt subordinates whose gross receipts are normally more than \$25,000 are each required to file Form 990, Return of Organizations Exempt from Income Tax, by the 15th day of the fifth month after the end of the annual accounting period. If you prefer, you may file a group return for those subordinates that authorize you in writing to include them in that return. This would be in addition to your separate return. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You and your exempt subordinates are not required to file Federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. Each organization subject to this tax must file Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of you or your subordinates present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

B

To maintain the group exemption letter, you must submit annually, at least 90 days before the close of your annual accounting period, to the Internal Revenue Service Center indicated for your location the following:

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates.
2. A list showing the names, mailing addresses (including postal zip codes), actual address if different, and employer identification numbers of subordinates that during the year:
  - a. changed names or addresses;
  - b. were deleted from your roster;
  - c. were added to your roster.
3. For subordinates to be added attach:
  - a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
  - b. a statement that each has given you written authorization to add its name to the roster;
  - c. a list of those to which the Service previously issued exemption rulings or determination letters;
  - d. a statement that none of the subordinates are private foundations as defined in section 509(a) of the Code;
  - e. the street address of subordinates where the mailing address is a P. O. Box) and
  - f. for each subordinate that is a school claiming exemption under section 501(c)(3), the information required by Rev. Proc. 75-50, 1975-2 C.B. 387. Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 290. This is the same information required by Schedule A, Form 1022, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
4. If applicable, a statement that your group exemption roster did not change during the year.

The above information should be sent, "Attention: Entity Control Unit," to the following address:

Internal Revenue Service Center  
Attention: Entity Control Unit  
Atlanta, GA 31101

The service center that processes your returns will send you a Group Exemption Number. You are required to include this number on each Form 990, Return of Organization Exempt From Income Tax, and Form 990-T, Exempt Organization Business Income Tax Return. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely Yours

A handwritten signature in black ink, appearing to read "Paul J. ...", with a long horizontal flourish extending to the right.

District Director



## LIST OF EXCEPTIONS

August 3, 2017

Habitat for Humanity

Map U-1, Parcel 41

Located on corner of Sudbury Road (Public) and Pine Point Road (Private)

### Town of Stow Board Zoning Bylaw

- 3.2.3.2 Request relief from the Special Permit process typically granted by the Planning Board for the proposed Duplex Residential Use in a Residential District as permitted in Section 8.2.
- 3.8.1.9 Request relief from the additional drainage requirements imposed upon this single lot due to the requirement of a special permit for the proposed Use. A Duplex Dwelling within a subdivision is able to meet this requirement, however compliance with this section is burdensome on an individual lot based on topography, location of structures and private water supply wells.
  - 3.8.1.9.1 The control of runoff rates can be achieved for this proposed Use when sited on a lot within a proposed subdivision since a subdivision includes stormwater controls. Relief from this section is requested per information provided in 3.8.1.9.
  - 3.8.1.9.3 Request relief from the requirement that Section 3.8.9.1, be met prior to the granting of a building permit, special permit or other approval for the proposed Duplex Use.
- 3.10.1 Request relief to permit the land, Structure and Building to be used for the proposed Duplex Dwelling Use without being subject to any conditions or limitations that are set forth in the Bylaw and in the Table of Principle Uses such as a Special Permit from the Planning Board and also being subject to the Site Plan Approval requirements as part of the special permit process as indicated in Note 3 of the Table.
  - 3.10.1.1 Request relief to permit the use without the granting of a special permit from the Planning Board with associated findings.
  - 3.10.1.2 Request relief to permit the use without being subject to the Site Plan Approval requirements per Note 3 of the Table of Principle Uses.



4.1.1 Since requests have been made to vary from the required setbacks in sections of the Zoning Bylaw, a relief from the requirement of this Section relative to the Building, structure or land shall not violate any section of the Zoning Bylaw or any of the provisions of the Town of Stow is requested.

4.3 Area, Frontage, Yard and Floor Area Requirements

4.3.1 Request relief from the requirement that No Building shall be erected unless in conformity with the requirements on the Table of Dimensional Requirements.

4.3.1.1 Request relief from this section to allow eaves, sills, cornices, belt cornices and window awnings to project greater than two-feet into the required Yard.

4.3.2.6 Request relief from this section to allow roof overhangs to extend greater than two-feet into the minimum required front Yard.

4.3.2.6.1 Request relief from this section relative to the requirement that both Front Yards on a corner lot comply with the requirements of the front Yard provisions since the Building encroaches within both Front yards.

4.3.2.6.2 Request relief from this section relative to allow the Building to be moved closer to the sideline of a Street than the minimum required front Yard along both Sudbury Road and Pine Point Road.

4.3.2.7 Request relief from this section to allow roof overhangs to extend greater than two-feet into the minimum required side Yard.

4.4 Request relief from the Minimum Lot Area listed in the Table of Dimensional Requirements for the existing lot relative since it is deficient in area by 10,436± square feet (54,904 - 65,340 = -10,436±).

Minimum Lot Area (s.f.)	65,340 square feet required
	54,904 square feet provided

Relief is also sought from the Minimum Front Yard and Minimum Side Yard setbacks listed in the Table of Dimensional Requirements for the proposed Duplex Building and appurtenances along both Streets as described below and dimensioned on the preliminary plan.

Minimum Front Yard –	30' required	10'± provided
----------------------	--------------	---------------

Minimum Side Yard -	25' required	18'± provided
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- 6.6.1 Request relief from the maximum wall height requirement of eight-feet within a residential district for the proposed retaining walls associated with the breakout grading of the private on-site sewage disposal system.
- 8.2 Request relief from the requirements of this section to obtain a special permit from the Planning Board for the proposed Use which is not within a lot within a proposed subdivision.
  - 8.2.1 Request relief from the requirement to permit a Duplex Use on a lot that is not within a subdivision.
  - 8.2.2 Request relief to allow the proposed Use to be constructed on a lot outside of a subdivision which does not meet the minimum dimensional requirements for lot size and “buildable” land. Also request relief from the maximum square footage of the total duplex structure of 3,000 square feet of Floor Area.
  - 8.2.3 Request relief to construct a two-family development outside of a proposed subdivision without a special permit and to omit the timeline requirements for commencement of construction following the issuance of the permit, including timeline of completion.
    - 8.2.4.1 Request relief from requirement of the submittal of the application to the Planning Board for the Special Permit process.
- 9.2.1 Request relief from this section which designates the Planning Board as the Special Permit granting authority for this Use.
  - 9.2.3 Request relief from the filing of a Petition with the Town Clerk and Special Permit Granting Authority for the proposed Use.
- 9.3.3.6 Request relief from the requirement that Site Plan Approval process is required because the proposed Use listed in the Table of Principal Uses indicates a special permit is required.

**Town of Stow General Bylaws**

**Article 9. Wetlands Protection**

Section 2. – Application Request exception to additional jurisdiction areas subjected to site, along with the requirement of submittal of a written notice (Notice of Intent) to Conservation Commission for work within 200' of Lake Boon and or 100' within limit of Flood Plain.

Section 5. – Regulations Request exception to all local Wetland Regulations.

**Town of Stow Board of Health Regulations**

**Private Well Setback Regulations**

**5.2.2 Required Setback for Wells:**

Building Sewer	50' required	40'± proposed
Sewer Line	50' required	40±' proposed
Structure with a foundation	20' required	10±' proposed
Storm Drain	20' required	10+' proposed

**Septic Regulations**

Leaching Area Requirement	150% of Estimated Title 5 Flow Required 100% of Estimated Title 5 Flow Provided
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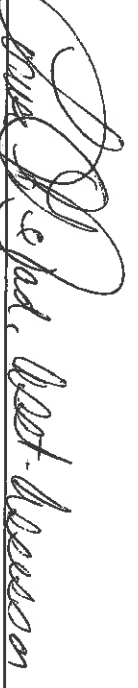
*Applicant and Board reserve the right to expand or modify list during proceedings.*



**ABUTTERS LIST  
MAP U-1 PARCEL 41**

MAP/PARCEL	PROPERTY LOCATION	OWNERS NAME 1	OWNERS NAME 2	MAILING ADDRESS	CITY	STATE	ZIP CODE	DEED BOOK	DEED PAGE
100U-1 000041	SUDBURY RD	STOW MUNICIPAL AFFORDABLE HOUSING TR		380 GREAT RD	STOW	MA	1775	69192	138
10R-24 0023-3	14 BARTON RD	ALBERT THE FRANCIS R TRUST 2006	ALBERT FRANCIS R & CYNTHIA J TRS	16 BARTON RD	STOW	MA	01775	60623	228
100U-1 000001	249 SUDBURY RD	PERISHO MICHAEL J		249 SUDBURY RD	STOW	MA	01775	37398	169
100U-1 000002	10 PINE POINT RD	PAINTER EDWARD	PAINTER ELIZABETH	106 WEST ACTON RD	STOW	MA	01775	48331	590
100U-1 000003	12 PINE POINT RD	DAVID & KAREN GRAY REV TR	DAVID M & KAREN C GRAY TRS	12 PINE POINT RD	STOW	MA	01775	62699	509
100U-1 000004	16 PINE POINT RD	KEENAN JAMES K	JESSIE C KEENAN	16 PINE POINT RD	STOW	MA	01775	11702	607
100U-1 000005	18 PINE POINT RD	CLARK SHIRLEY A		18 PINE POINT RD	STOW	MA	01775	17277	2
100U-1 000042	239 SUDBURY RD	BIESADECKI JEFFREY P	BIESADECKI CHRISTINA DAVIS	239 SUDBURY RD	STOW	MA	01775	63446	27
100U-1 000043	233 SUDBURY RD	STANTEN DAVID A	LI WEI	233 SUDBURY ROAD	STOW	MA	01775	32123	470
100U-1 0046-2	10 MARTIN LN	KRAMER ROBERT J		10 MARTIN LANE	STOW	MA	01775	56897	263
100U-1 0046-3	2 MARTIN LN	MARTIN CRAIG D	KAREN M MARTIN	2 MARTIN LN	STOW	MA	01775	14160	197
10R-24 0038-1	218 SUDBURY RD	TESKA LORA E	TESKA KIRK C	218 SUDBURY RD	STOW	MA	01775	23793	327
10R-24 000005	242 SUDBURY RD	OLSSON JAMES J	PHYLLIS M OLSSON	242 SUDBURY RD	STOW	MA	01775	10371	212
10R-24 000006	244 SUDBURY RD	OLSSON JAMES J	PHYLLIS M OLSSON	242 SUDBURY RD	STOW	MA	01775	13039	546
10R-24 000008	4 WILDWOOD RD	MYLES BARBARA R		4 WILDWOOD RD	STOW	MA	01775	45462	597
10R-24 000013	260 SUDBURY RD	MEMONT DANIEL V	WENDY A JASLANEK-MEMONT	260 SUDBURY RD	STOW	MA	01775	50546	598
10R-24 008-23	10 WILDWOOD RD	CAMPBELL JOHN A	CAMPBELL ALISON M	10 WILDWOOD RD	STOW	MA	01775	60428	491

Certified by the Stow Board of Assessors



Date Certified or Re-Certified:

7/20/17

STOW MUNICIPAL AFFORDABLE HOUSING TR  
380 GREAT RD  
STOW, MA 1775

PAINTER EDWARD  
PAINTER ELIZABETH  
106 WEST ACTON RD  
STOW, MA 01775

CLARK SHIRLEY A  
18 PINE POINT RD  
STOW, MA 01775

KRAMER ROBERT J  
10 MARTIN LANE  
STOW, MA 01775

OLSSON JAMES J  
PHYLLIS M OLSSON  
242 SUDBURY RD  
STOW, MA 01775

MEMONT DANIEL V  
WENDY A JASLANEK-MEMONT  
160 SUDBURY RD  
STOW, MA 01775

ALBERT THE FRANCIS R TRUST 2006  
ALBERT FRANCIS R & CYNTHIA J TRS  
16 BARTON RD  
STOW, MA 01775

DAVID & KAREN GRAY REV TR  
DAVID M & KAREN C GRAY TRS  
12 PINE POINT RD  
STOW, MA 01775

BIESADECKI JEFFREY P  
BIESADECKI CHRISTINA DAVIS  
239 SUDBURY RD  
STOW, MA 01775

MARTIN CRAIG D  
KAREN M MARTIN  
2 MARTIN LN  
STOW, MA 01775

OLSSON JAMES J  
PHYLLIS M OLSSON  
242 SUDBURY RD  
STOW, MA 01775

CAMPBELL JOHN A  
CAMPBELL ALISON M  
10 WILDWOOD RD  
STOW, MA 01775

PERISHO MICHAEL J  
249 SUDBURY RD  
STOW, MA 01775

KEENAN JAMES K  
JESSIE C KEENAN  
16 PINE POINT RD  
STOW, MA 01775

STANTEN DAVID A  
LI WEI  
233 SUDBURY ROAD  
STOW, MA 01775

TESKA LORA E  
TESKA KIRK C  
218 SUDBURY RD  
STOW, MA 01775

MYLES BARBARA R  
4 WILDWOOD RD  
STOW, MA 01775





DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

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

July 31, 2017

Mr. Brian Burke, Chair  
Board of Selectman  
Town of Stow  
380 Great Road  
Stow, Massachusetts 01775

Ms. Carolyn Read  
Executive Director  
Habitat for Humanity  
North Central Massachusetts  
138 Great Road  
Acton, Massachusetts 01720

RE: Pine Point, Stow, Massachusetts  
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Mr. Burke and Ms. Read:

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

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

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Stow housing market;



5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;
6. The project sponsor and the development team meet the general eligibility standards of the Local Initiative Program;
7. The project sponsor has an executed Purchase and Sale agreement for the site.

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

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

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

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

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

4. The Town shall submit to DHCD the finalized details of the comprehensive permit.

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

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

This letter shall expire two years from this date or on July 31, 2019 unless a comprehensive permit has been issued.

We congratulate the Town of Stow and Habitat for Humanity North Central Massachusetts on your efforts to work together to increase the Town's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,



Catherine Rader  
Associate Director

cc: Jesse Steadman, Town Planner  
William Wrigley, Town Administrator  
Edmund Tarnuzzer, Zoning Board of Appeals  
Office of the Chief Counsel, DHCD

Enc.

**RESPONSIBILITY FOR COST CERTIFICATION:**

By your signature below, Habitat for Humanity North Central Massachusetts, acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the Town of Stow with a project cost compilation.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

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

Pine Point, Stow, Massachusetts

**LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT**

**Sponsor:**  
 Habitat for Humanity North  
 Central Massachusetts  
 138 Great Road  
 Acton, MA 01720

**Project Addresses:**  
 Sudbury Road/Pine Point Road  
 Stow, MA

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

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross SF	Condo Fee	Maximum Sales Price
Market Units	N/A	N/A	N/A	N/A	N/A	N/A
LIP Units	1	2	1.5	1,100	\$60	\$154,406
	1	3	1.5	1,200	\$60	\$154,406
<b>Total Units</b>	2					



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## **Notice of Public Hearing**

### **Pine Point and Sudbury Road Affordable Housing Proposal**

The Stow Board of Appeals will hold a public hearing on \_\_\_\_\_, 2017 at XXX PM in the Town Building, 380 Great Road, Stow, Massachusetts to hear the application filed by Habitat for Humanity North Central Massachusetts for a Comprehensive Permit under Sections 9.2, and 9.3 of the Stow Zoning Bylaws, and Chapter 40b, section 21 of Massachusetts General Laws to construct a duplex as shown on the plan entitled "Pine Point". The land is located in the residential district of Stow, MA at the corner of Pine Point and Sudbury Road as shown on the Assessors Map U-3, parcel 41. The application and plans are on file with the Town Clerk.  
Edmund C. Tarnuzzer, Jr., Chairman