

MASSHOUSING HOUSING SITE ELIGIBILITY APPLICATION

TIMBER CREST ESTATES MEDWAY, MA

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APPLICATION



Comprehensive Permit Site Approval Application/Homeownership

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

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

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

Name of Proposed Project: Timber Crest Estates

Municipality: Medway

Address of Site: 102 Winthrop Street

Cross Street (if applicable): Stephanie Drive & Fairway Lane

Zip Code: 02053

Tax Parcel I.D. Number(s) (Map/Block/Lot): Several parcels - see attached Tax Map Tab 2

Name of Proposed Development Entity (typically a single purpose entity): Timber Crest, LLC

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

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

Has this entity already been formed? Yes No

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual):
Timber Crest, LLC - Mounir M. Tayara Manager

Applicant's Web Address, if any: _____

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes No If yes, please explain: _____

Primary Contact Information (required)

Name of Individual: Mounir M. Tayara, Manager

Relationship to Applicant: Manager

Name of Company (if any): Grandis Homes LLC

Street Address: 400 Foxborough Boulevard, Unit 8306

City/State/Zip: Foxborough, MA 02035

Telephone (office and cell) and Email: tayaramounir@gmail.com Cell: 617 682-5649

Secondary Contact Information (required)

Name of Individual: Muhammad Itani

Relationship to Applicant: Co-Manager

Name of Company (if any): Stonebridge Homes Inc

Street Address: 32 Norfolk Avenue

City/State/Zip: Easton, MA 02375

Telephone (office and cell) and Email: Office: 508-230-2300 Cell: 508-509-3043 Email: Mltani@stonebridgehomesinc.com

Additional Contact Information (optional)

Name of Individual: Paul Cusson

Relationship to Applicant: _____

Name of Company (if any): Delphic Associates LLC

Street Address: 651 Orchard Street

City/State/Zip: New Bedford, MA

Telephone (office and cell) and Email: Office 508 994-4100 Cell: 508 965-0315 Email: Paul@DelphicAssociates.com

Anticipated Permanent Financing: MassHousing NEF Bank

If NEF Bank, Name of Bank: Mechanics Cooperative Bank

Total Number of Units 192 # Affordable Units 48 # Market Rate Units 144

Age Restricted? Yes/No No If Yes, 55+ or 62+? _____

Brief Project Description (150 words or less): The applicant has assemble several parcel of land to create the proposed housing development of 192 units. The development will have two separate and unique sections.

Each section may be developed independently or collectively.

Section One - Will have 76 single family homes with fee simple ownership of the lots.

Section Two - Will have 116 duplex condominiums in 58 buildings

The development will be serviced by town water, sewer and natural gas.

Required Attachments Relating to Section 1

1.1 Location Map

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

1.2 Tax Map

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

1.3 Directions

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

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

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

Name of Proposed Project: Timber Crest Estates

Buildable Area Calculations	Sq. Feet/Acres (enter "0" if applicable—do not leave blank)
Total Site Area	7,103,320 sq. ft. - 163.1 acres
Wetland Area	3,635,080 sq. ft. - 83.45 acres
Flood/Hazard Area	0
Endangered Species Habitat (animal and/or plant)	0
Conservation/Article 97 Land	0
Protected Agricultural Land	0
Other Non-Buildable (Describe)	535,350 sq. ft. - 12.29 acres (Gas & elec easement)
Total Non-Buildable Area	92 +/- acres
Total Buildable Site Area	71 +/- acres

Current use of the site and prior use if known: Residential use. Majority of the site is wooded with 2 houses 102 Winthrop St to be razed & 13 Ohlson Circle to be retained by the current owner Novus Homes LLC Boston Edison and Algonquin Gas easements run through the land.

Is the site located entirely within one municipality? Yes No

If not, in what other municipality is the site located? _____

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) _____

Current zoning classification and principal permitted uses: Agricultural & Residential, I and II, residential homes, 2 - family homes, agricultural/recreation.

Previous Development Efforts

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

To our knowledge and that of the applicant, there have been no previous application filed pertaining to the development of the site.

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater-private wastewater treatment	no	
Wastewater-public sewer	yes	Existing sewer in Buttercup Lane & Fern Path
Storm Sewer	yes	Typical Street Drainage
Water-public water	yes	
Water-private well	no	
Natural Gas	yes	To be extended to the site
Electricity	yes	
Roadway Access to Site	yes	Site is accessed from Winthrop and Fern
Sidewalk Access to Site	no	
Other		

Describe surrounding land use(s): Residential. The site is a typical suburban location. Included in Tab 3 are photos of homes in the surrounding area of the proposed development.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	2 miles	No public transportation in Medway
Schools	2.5 miles	
Government Offices	3 miles	
Multi-Family Housing	1 mile	
Public Safety Facilities	2 miles	
Office/Industrial Uses	1 miles	
Conservation Land		
Recreational Facilities	1 miles	
Houses of Worship	2 miles	
Other		

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

- MBTA - Franklin 7.5 miles
- MBTA - Norfolk 8 miles
- MBTA- Framingham 8 miles

Site Characteristics and Development Constraints

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

Are there any easements, rights of way or other restrictions of record affecting the development of the site? Yes

Are there documented hazardous waste sites on or within a 1/2 mile radius of the site? None known

Is there any evidence of underground storage tanks or releases of hazardous material, including hazardous waste, on the site or within close proximity to the site? None known

Are there any above-ground storage containers with flammable or explosive petroleum products or chemicals on or within 1/2 mile of the site? None known

Is the site, or any portion thereof, located within a designated flood hazard area? No

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

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

Are there documented vernal pools on the site? yes, one pool in the northeast section of the site

Is the site within a local, state or federal Historic District? No

Is the site or any building(s) on the site listed, nominated or eligible for listing on the National Register of Historic Places? No

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

Are there existing buildings and structures on site? Yes - One home on Winthrop St to be razed for entrance road.

Does the site include documented archeological resources? None known

Does the site include significant areas of ledge? No

Does the site include areas with slopes greater than 10%? No

If applying for MassHousing Financing, is any portion of the site considered "Prime" or "Unique" agricultural land under Executive Order 193? No

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

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

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography (2' contours)
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground)
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas; specimen trees or those with caliper greater than 18" should be shown individually
- j. Existing site entries and egresses

Please provide two (2) sets of full size (30" x 40" plans) along with three (3) sets of 11" x 17" reproductions.

2.2 Aerial Photographs

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

2.3 Site/Context Photographs

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

2.4 Documentation Regarding Site Characteristics/Constraints

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

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

2.5 By-Right Site Plan (if available)

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

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

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

Name of Proposed Project: Timber Crest Estates

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

Total Number of Dwelling Units: 192

Total Number of Affordable Units: 48

Unit Mix: Affordable Units

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units			7	39	2
Number of Bathrooms			1 - 1 1/2	1 1/2	1 1/2
Square Feet/Unit			937-1503	1621-2524	2619

Unit Mix: Market Rate

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units			18	120	6
Number of Bathrooms			1 - 1 1/2	2 1/2	2 1/2
Square Feet/Unit			937-1503	1621-2524	2619

Percentage of Units with 3 or More Bedrooms*: 86%

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

Number of Handicapped Accessible Units: 0 Market Rate: 0 Affordable: 0

Gross Density (units per acre): 1.17

Net Density (units per buildable acre): 2.7

Residential Building Information

Building Type and Style <i>(single-family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Duplex	Construction	1 & 2	35 ft		58
Single family detached	Construction	1 & 2	35 ft		76

Non-Residential Building Information

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

Will all features and amenities available to market unit residents also be available to affordable unit residents? If not, explain the differences. Exterior of the buildings will be substantially indistinguishable. Interior amenities such as flooring, kitchen and bath counters, mouldings and kitchen cabinets will be different.

Parking

Total Parking Spaces Provided: 595

Ratio of Parking Spaces to Housing Units: 3.09

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

Buildings: 5%

Parking and Paved Areas: .5%

Usable Open Space: 67%

Unusable Open Space: 0

Lot Coverage: 10%

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

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

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

- Proposed site grading (2' contours)
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide two (2) sets of full size (30" x 40") plans along with three (3) sets of 11" x 17" reproductions.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

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

3.3 Narrative Description of Design Approach

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

3.4 Tabular Zoning Analysis

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

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

All developments seeking Chapter 40B site approval must demonstrate consistency with the Commonwealth's May 2007 Sustainable Development Principles.

**Application for Chapter 40B Project Eligibility/Site Approval
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Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

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

Name of Proposed Project: Timber Crest Estates

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

Owned (or ground leased) by Development Entity or Applicant

Under Purchase and Sale Agreement

Under Option Agreement

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

Grantor/Seller: SEE ATTACHED EXPLANATION SHOWING DIRECT CONTROL

Grantee/Buyer: _____

Grantee/Buyer is (check one):

Applicant Development Entity Managing General Partner of Development Entity

General Partner of Development Entity Other (explain) _____

Are the Parties Related? NO

For Deeds or Ground Leases

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

Purchase Price: _____

For Purchase and Sale Agreements or Option Agreements

Date of Agreement: SEE ATTACHED

Expiration Date: _____

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

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

Purchase Price: _____

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

Yes No

If Yes, please describe current status of easement:

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

Under Purchase and Sale Agreement _____

Under Option Agreement _____

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

Grantor/Seller: SEE ATTACHED EXPLANATION _____

Grantee/Buyer: _____

Are the Parties Related? _____

For Easements

Date(s) of Easement(s): _____

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: _____

Expiration Date: _____

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

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

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control (required)

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

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

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

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

Name of Proposed Project: Timber Crest Estates

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

Sales/Revenue

Market	<u>60,826,000</u>
Affordable	<u>8,875,000</u>
Identity of Interest (Market)	<u>0</u>
Other Income	<u>0</u>
Total Sales/Revenue	<u>69,701,000</u>

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	4,500,000

Costs

Item	Budgeted
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Acquisition Cost

Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	<u>4,500,000</u>
Subtotal - Acquisition Costs	<u>4,500,000</u>

Construction Costs - Residential Construction (Hard Costs)

Building Structure Costs	<u>36,501,101</u>
Hard Cost Contingency	<u>912,528</u>
Subtotal - Residential Construction (Hard Costs)	<u>37,413,629</u>

Costs

Item	Budgeted
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Construction Costs – Site Work (Hard Costs)

Earth Work	
Utilities: On Site	1,772,450
Utilities: Off Site	500,000
Roads and Walks	3,289,050
Site Improvement	90,000
Lawns and Planting	75,000
Geotechnical Condition	
Environmental Remediation	
Demolition	30,000
Unusual Site Conditions/Other Site Work	
Subtotal – Site Work (Hard Costs)	5,756,500

Construction Costs – General Conditions, Builders Overhead and Profit (Hard Costs)

General Conditions	2,190,066
Builder's Overhead	730,022
Builder's Profit	2,190,066
Subtotal – General Conditions Builder's Overhead and Profit (Hard Costs)	5,110,154

General Development Costs (Soft Costs)

Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	10,000
Lottery	
Commissions/Advertising-Affordable	443,750
Commissions/Advertising-Market	3,041,300
Model Unit	
Closing Costs <i>(unit sales)</i>	96,000
Real Estate Taxes <i>(during construction)</i>	240,000
Utility Usage <i>(during construction)</i>	
Insurance <i>(during construction)</i>	275,000
Security <i>(during construction)</i>	
Inspecting Engineer	
Fees to Others	60,000
Construction Loan Interest	2,211,181
Fees to Construction Lender	
Architectural	96,000
Engineering	450,000
Survey, Permits, etc.	652,800
Clerk of the Works	
Construction Manager	

Item	Budgeted
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General Development Costs (Soft Costs) - Continued

Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	
Legal	50,000
Title (<i>including title insurance</i>) and Recording	317,837
Accounting and Cost Certification (<i>incl. 40B</i>)	35,000
Relocation	
40B Site Approval Processing Fee	2,500
40B Technical Assistance/Mediation Fund Fee	8,260
40B Land Appraisal Cost (<i>as-is value</i>)	5,000
40B Final Approval Processing Fee	7,500
40B Subsidizing Agency Cost Certification Examination Fee	
40B Monitoring Agent Fees	21,000
40B Surety Fees	
Other Financing Fees	
Development Consultant	
Other Consultants (<i>describe</i>) Traffic	8,500
Other Consultants (<i>describe</i>)	
Soft Cost Contingency	336,070
Other General Development (Soft) Costs	
Subtotal - General Development Costs (Soft Costs)	8,367,698

Developer Overhead

Developer Overhead	301,000
Subtotal - Developer Overhead	301,000

Summary of Subtotals

Sales/Revenue	69,701,000
Site Acquisition	4,500,000
Residential Construction	37,413,629
Site Work	5,756,500
Builder's Overhead, Profit and General Conditions	5,110,154
General Development Costs	8,367,698
Developer Overhead	301,000

Summary

Total Sales/Revenue	69,701,000
Total Development Costs (TDC)	61,448,981
Profit (Loss) from Sales/Revenue	8,252,019
Percentage of Profit (Loss) Over the Total Development Costs	13.43%

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest *(required for projects with NEF financing)*

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

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project, including location, number of units, and type of building (townhouse, garden style, etc.);
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

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

5.2 Market Sale Comparables *(required)*

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

5.3 Market Study *(if available)*

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

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

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION AND CERTIFICATION

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

Name of Proposed Project: Timber Crest Estates

Development Team

Developer/Applicant: Timber Crest LLC - Mounir M. Tayara, Manager

Development Consultant (if any): Delphic Associates Paul E. Cusson

Attorney: Thomas Filipek

Architect: _____

Contractor: Grandis Homes, LLC

Lottery Agent: Delphic Associates LLC

Management Agent: _____

Other (specify): _____

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering	x	Outback Eng
Local Permitting	x	Delphic Associates
Financing Package	x	Delphic Associates
Construction Management	x	Novus Homes, LLC
Other		

Applicant's Ownership Entity Information

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

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

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

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

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

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

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

Applicant

Name of Applicant: Timber Crest, LLC

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

State in which registered/formed: Mass

List all Managing Entities of Applicant (you must list at least one): Grandis Homes, LLC, Mounir M. Tayara

List all Principals and Controlling Entities of Applicant and (unless the Managing Entity is an individual) its Managing Entities (use additional pages as necessary): Mounir M. Tayara, Manager

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

Grandis Homes, LLC - Novus Homes, LLC

Proposed Development Entity

Name of Proposed Development Entity: Timber Crest LLC

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

State in which registered/formed: Massachusetts

List all Managing Entities of Proposed Development Entity (*you must list at least one*): Timber Crest LLC

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

List all Affiliates of Proposed Development Entity and its Managing Entities (*use additional pages as necessary*): None

Applicant Entity 40B Experience

Please identify every Chapter 40B project in which the Applicant or any Applicant Entity (as defined above) has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted (*use additional pages as necessary*).

40B Project	Municipality	Number of Units/Type	Year Completed	Cost Cert Submitted?
Maplewood Estates	Rockland	72 Single family	on going	
Meadow Brook Condominium	West Bridgewater	40 Condominiums		yes
Briggs Landing	Westport	89 Single family	on going	
Tiffany Hill	Norwell	24 Detached condo	on going	
Nadia Estates	Foxborough	32 Townhouse condo	Final approval	

Certification

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

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

Is there pending litigation with respect to any of the Applicant Entities? Yes No

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

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

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

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

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

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

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

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

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

Signature: 
Name: Mounir M. Tayara
Title: Manager
Date: March 2015

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

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

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

6.2 Applicant's Certification

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

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

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: Timber Crest Estates

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: None. We will offer to meet with Selectman prior to the due date of their comments due Mass Housing

Date copy of complete application sent to chief elected office of municipality: March , 2015

Date notice of application sent to DHCD: March , 2015

Fees (all fees should be payable to MassHousing)

MassHousing Application Processing Fee (\$2500): \$2,500

Chapter 40B Technical Assistance/Mediation Fee
a. Base Fee: \$2,500

(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)

b. Unit Fee (all projects) \$30 per Unit: \$5,660

Total TA/Mediation Fee (Base Fee plus Unit Fee): \$8,260

Total Fees Due: \$10,760

Land Appraisal Cost

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

Required Attachments Relating to Section 7

- 7.1** Narrative describing any prior correspondence and/or meetings with municipal officials
- 7.2** Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the chief elected official of municipality (may be submitted after the application is submitted to MassHousing)
- 7.3** Copy of notice of application sent to DHCD
- 7.4** Check made payable to MassHousing for Processing Fee (\$2500)
- 7.5** Check made payable to MassHousing for Technical Assistance/Mediation Fee
- 7.6** W-9 (Taxpayer Identification Number)

Application Checklist

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

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

- * Completed application form, and certification under pains and penalties of perjury (*one (1) signed original accompanied by two (2) copies of the complete application package*)
- * Location Map
- Tax Map
- * Directions to the Proposed Site
- * Existing Conditions Plan
- Aerial Photographs
- Site/Context Photographs
- * Documentation Regarding Site Characteristics/Constraints
- * By Right Site Plan, if applicable
- * Preliminary Site Layout Plan(s)
- * Graphic Representations of Project/Preliminary Architectural Plans
- * Narrative Description of Design Approach
- * Tabular Zoning Analysis
- Sustainable Development Principles Evaluation Assessment Form
- * Evidence of Site Control (*documents and any plans referenced therein*)
- Land Disposition Agreement, if applicable
- * NEF Lender Letter of Interest
- Market Sales Comparables
- Market Study, if required by MassHousing
- * Development Team Qualifications
- Applicant's Certification (*any required additional sheets*)
- Narrative describing prior contact (*if any*) with municipal officials
- * Evidence that a copy of the application package has been received by the chief elected official in the municipality (*may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing*)
- Copy of Notification Letter to DHCD
- * Fees (\$5,000 plus \$30 per unit of housing proposed) payable to MassHousing (*once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required*)

[ATTACH SUSTAINABLE DEVELOPMENT SCORECARD HERE]

1.3

DIRECTIONS



Trip to:
120 Winthrop St
 Medway, MA 02053-2334
 26.08 miles / 54 minutes

Notes

One Beacon Street to 120 Winthrop St.
 Medway

Download
 Free App

- A** **1 Beacon St, Boston, MA 02108-3105** **0.05 Mi**

1. Start out going east on **Beacon St** toward **Tremont Pl.** [Map](#) **0.05 Mi Total**
- ➔** **2. Take the 2nd right onto Tremont St.** [Map](#) **0.1 Mi**

*Tremont St is just past Tremont Pl
 King's Chapel is on the corner
 If you are on School St and reach Chapman Pl you've gone a little too far* **0.2 Mi Total**
- ➔** **3. Take the 1st right onto Park St.** [Map](#) **0.1 Mi**

*Park St is just past Hamilton Pl
 Burger King is on the corner
 If you reach Winter St you've gone a little too far* **0.3 Mi Total**
- ↶** **4. Turn left onto Beacon St.** [Map](#) **0.7 Mi**

Number 9 Park is on the corner **1.0 Mi Total**
- ↶** **28** **5. Turn left onto Clarendon St / MA-28.** [Map](#) **0.1 Mi**

*Clarendon St is 0.1 miles past Berkeley St
 If you reach Dartmouth St you've gone about 0.1 miles too far* **1.2 Mi Total**
- ➔** **2** **6. Turn right onto Commonwealth Ave / MA-2.** [Map](#) **0.6 Mi**

*Commonwealth Ave is just past Public Alley 424
 If you reach Public Alley 435 you've gone a little too far* **1.8 Mi Total**
- ↶** **2** **7. Turn slight left onto MA-2 / Commonwealth Ave. Continue to follow MA-2.** [Map](#) **0.5 Mi**

MA-2 is just past Hereford St **2.3 Mi Total**
- ↶** **8. Turn left onto Brookline Ave.** [Map](#) **1.5 Mi**

*Brookline Ave is 0.1 miles past Kenmore St
 Santander is on the corner
 If you are on Beacon St and reach Commonwealth Ave you've gone a little too far* **3.7 Mi Total**
- ➔** **9** **9. Turn right onto Boylston St / MA-9.** [Map](#) **4.7 Mi**

*Boylston St is just past Pearl St
 GULF is on the corner* **8.4 Mi Total**
- ↶** **9** **10. Keep left at the fork to continue on MA-9 / Boylston St.** [Map](#) **0.9 Mi**

9.4 Mi Total

- 
9
11. Keep left at the fork to go on MA-9. [Map](#)
2.5 Mi
- 11.9 Mi Total*
- 
12. Turn slight right onto Worcester St. [Map](#)
0.1 Mi
- 12.0 Mi Total*
- 
16
13. Turn slight left onto MA-16 / Washington St. [Map](#)
1.7 Mi
- 13.7 Mi Total*
- 
16
14. Turn left onto Washington St / MA-16. Continue to follow MA-16. [Map](#)
5.5 Mi
- 19.1 Mi Total*
- MA-16 is just past Cameron St
Tutto Italiano is on the corner
If you are on Central St and reach Crest Rd you've gone a little too far*
- 
16
15. Turn left onto N Main St / MA-27 / MA-16. Continue to follow MA-16. [Map](#)
5.6 Mi
- 24.8 Mi Total*
- Sherborn Inn, The is on the corner*
- 
16. Turn left onto Highland St. [Map](#)
0.9 Mi
- 25.7 Mi Total*
- Highland St is 0.2 miles past Marked Tree Rd
If you reach Underwood St you've gone about 0.1 miles too far*
- 
17. Highland St becomes Winthrop St. [Map](#)
0.4 Mi
- 26.1 Mi Total*
- 
18. 120 WINTHROP ST is on the left. [Map](#)
- Your destination is 0.1 miles past Hill St
If you reach Colonial Rd you've gone a little too far*

B **120 Winthrop St, Medway, MA 02053-2334**

Total Travel Estimate: 26.08 miles - about 54 minutes

©2015 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

2.1

EXISTING CONDITIONS

2.2

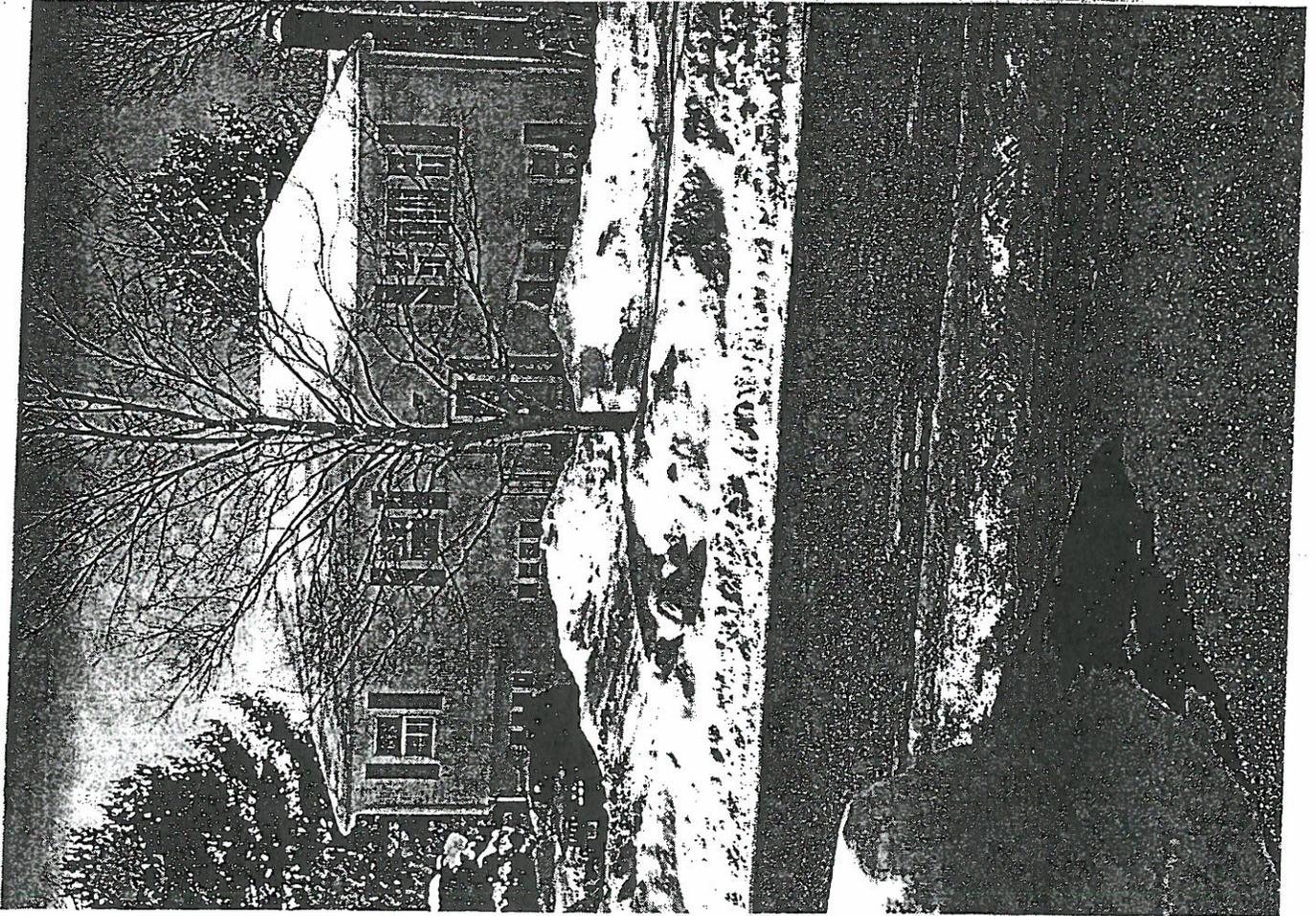
AERIAL PHOTOGRAPHS

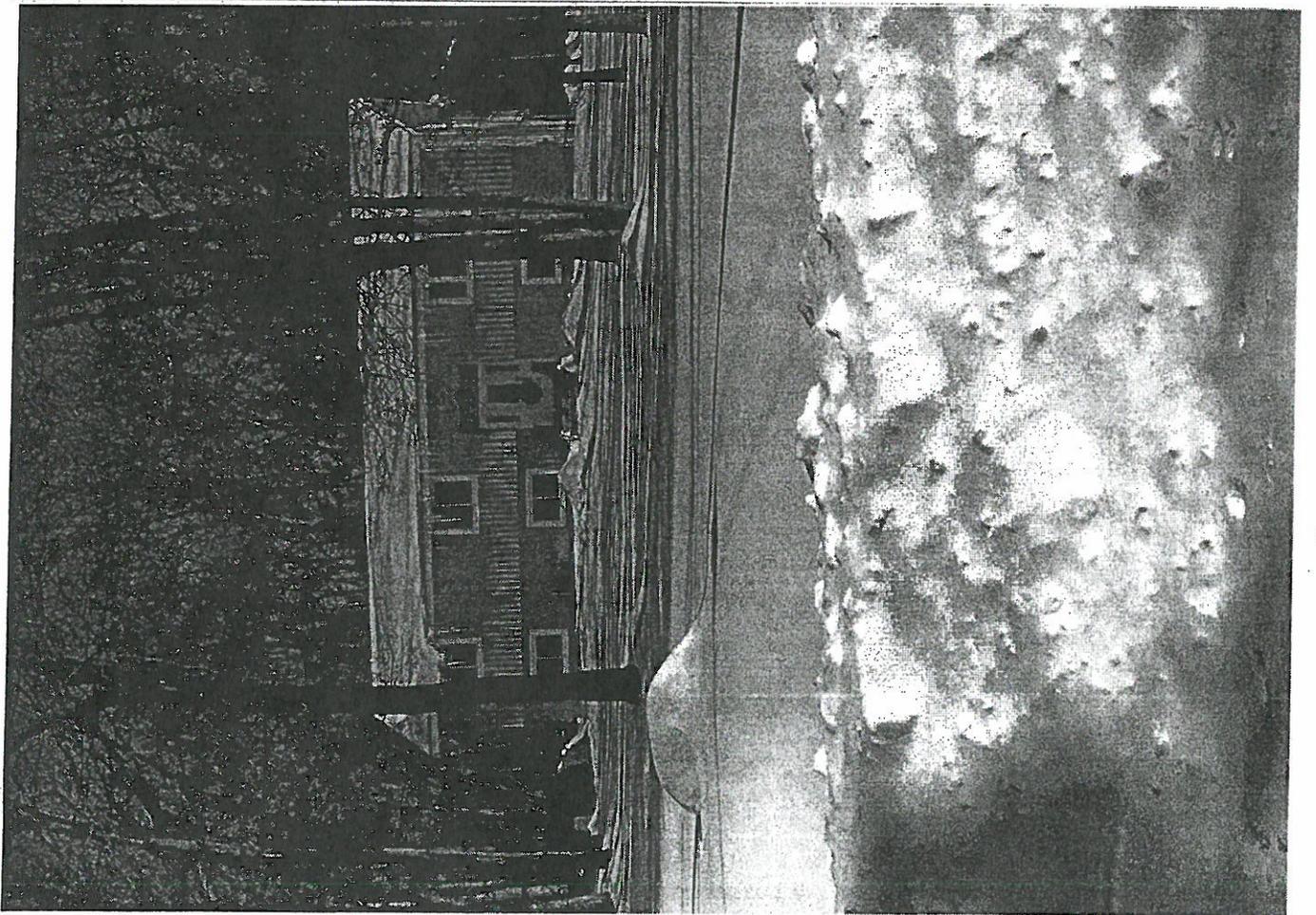
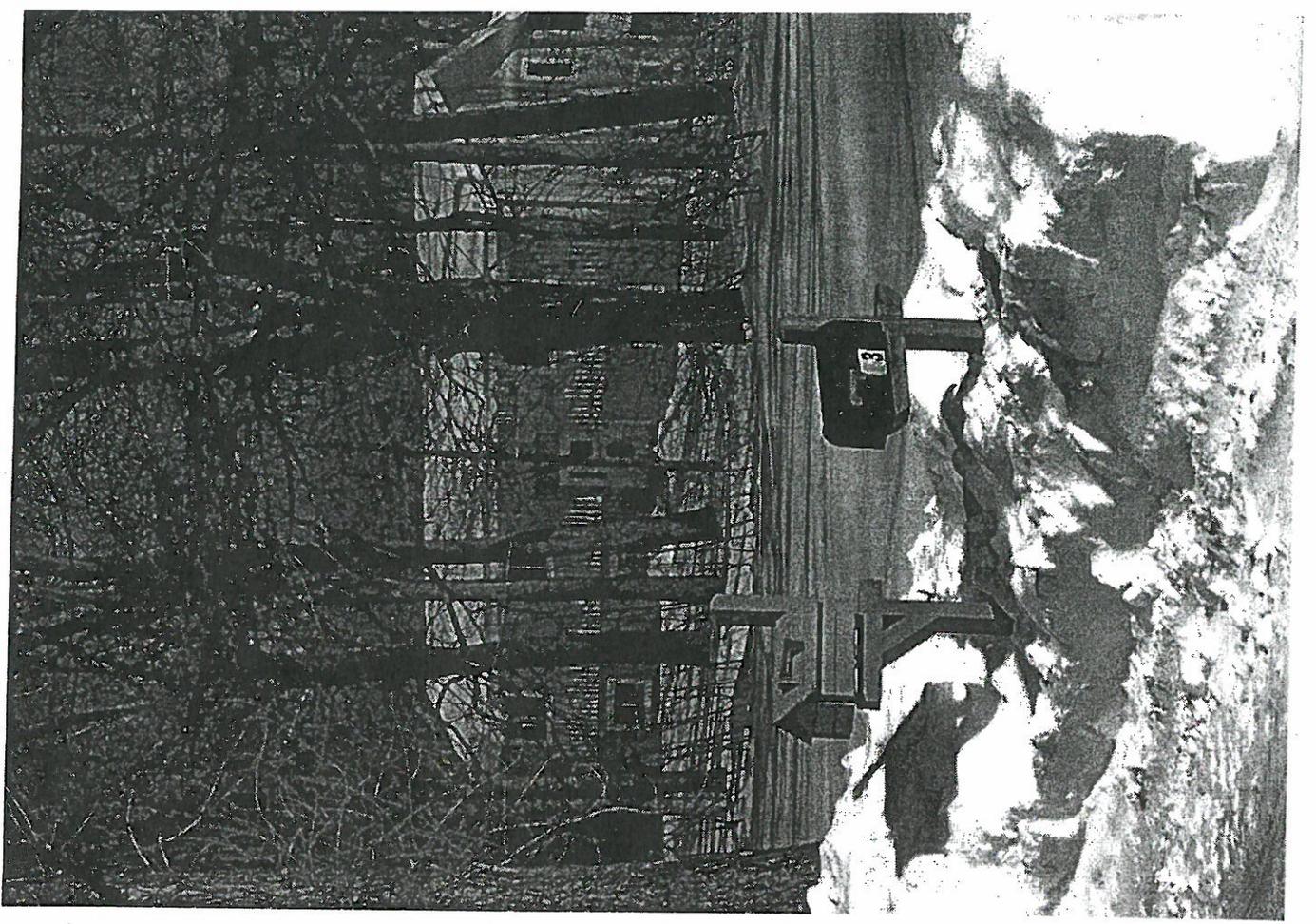
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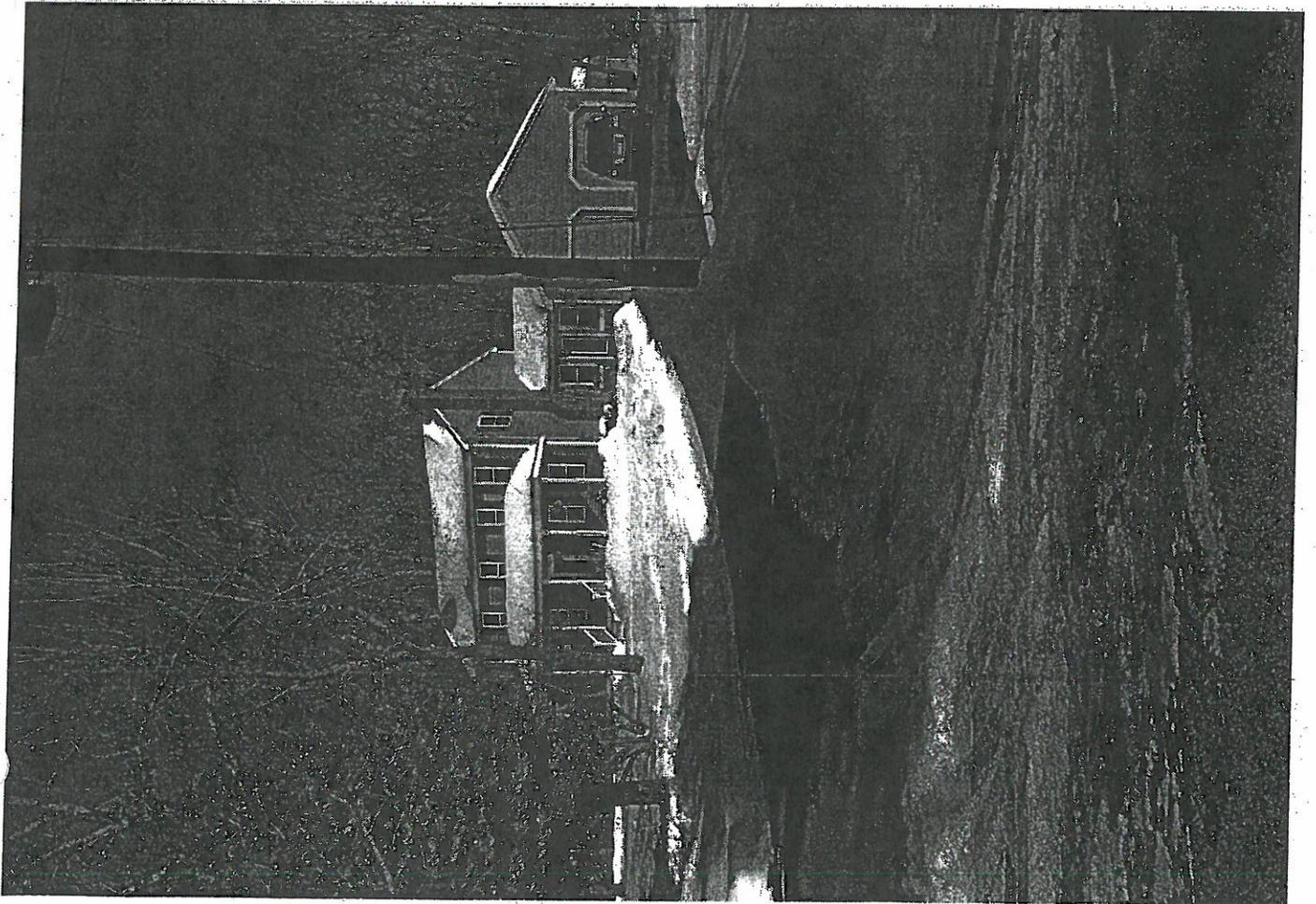
SITE PHOTOGRAPHS



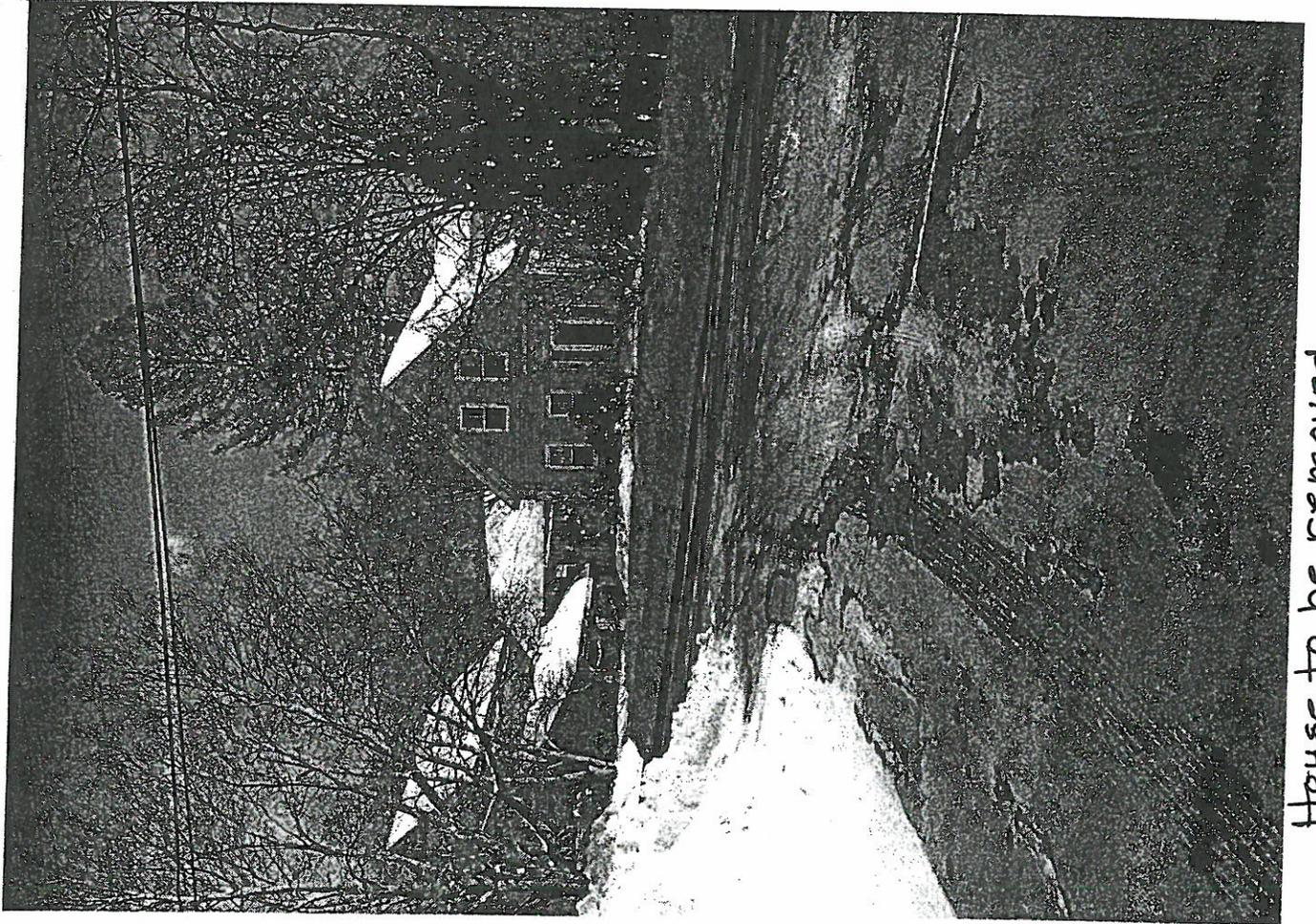
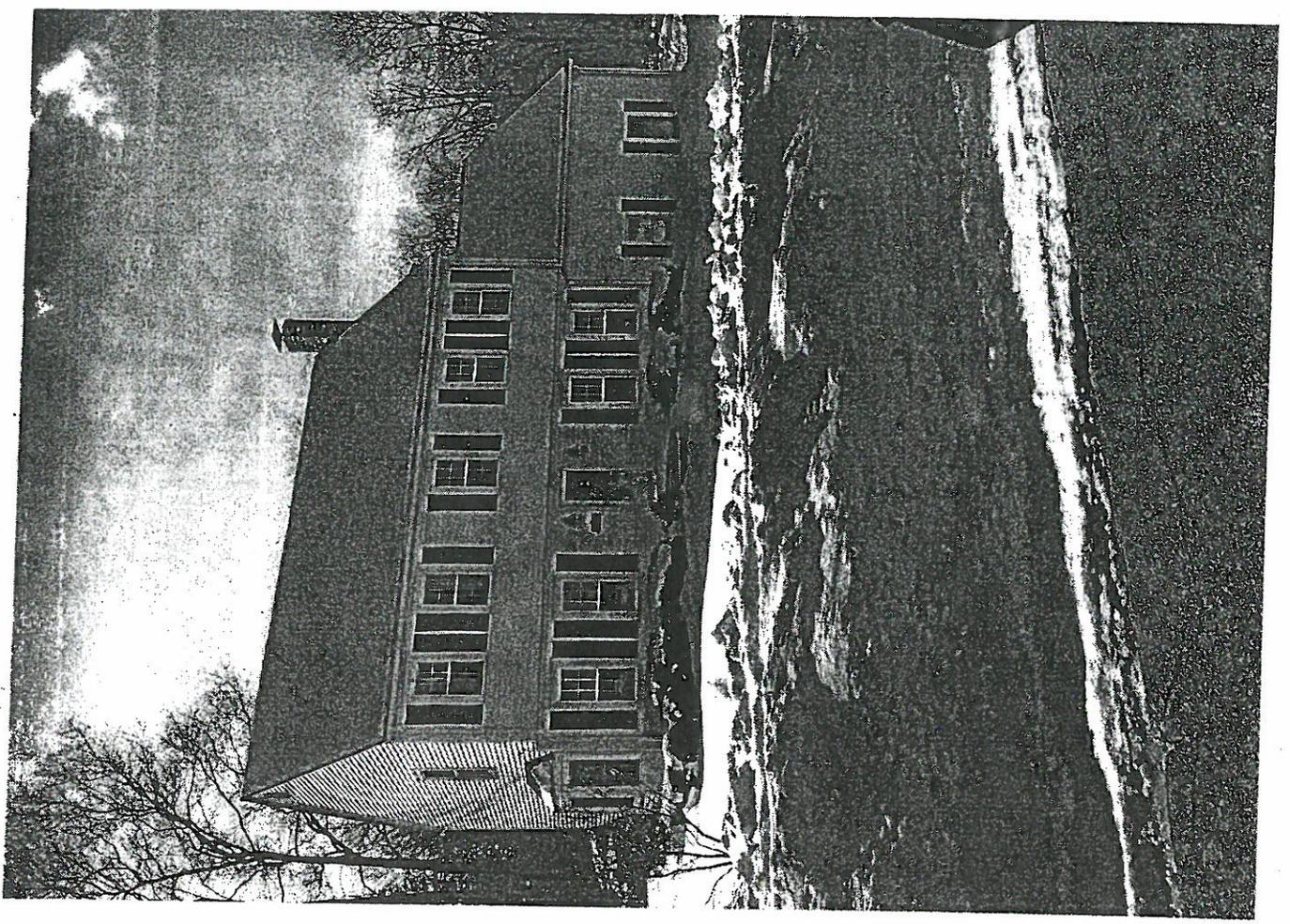
13 Ohlson Drive
Emergency Egress to side of Property



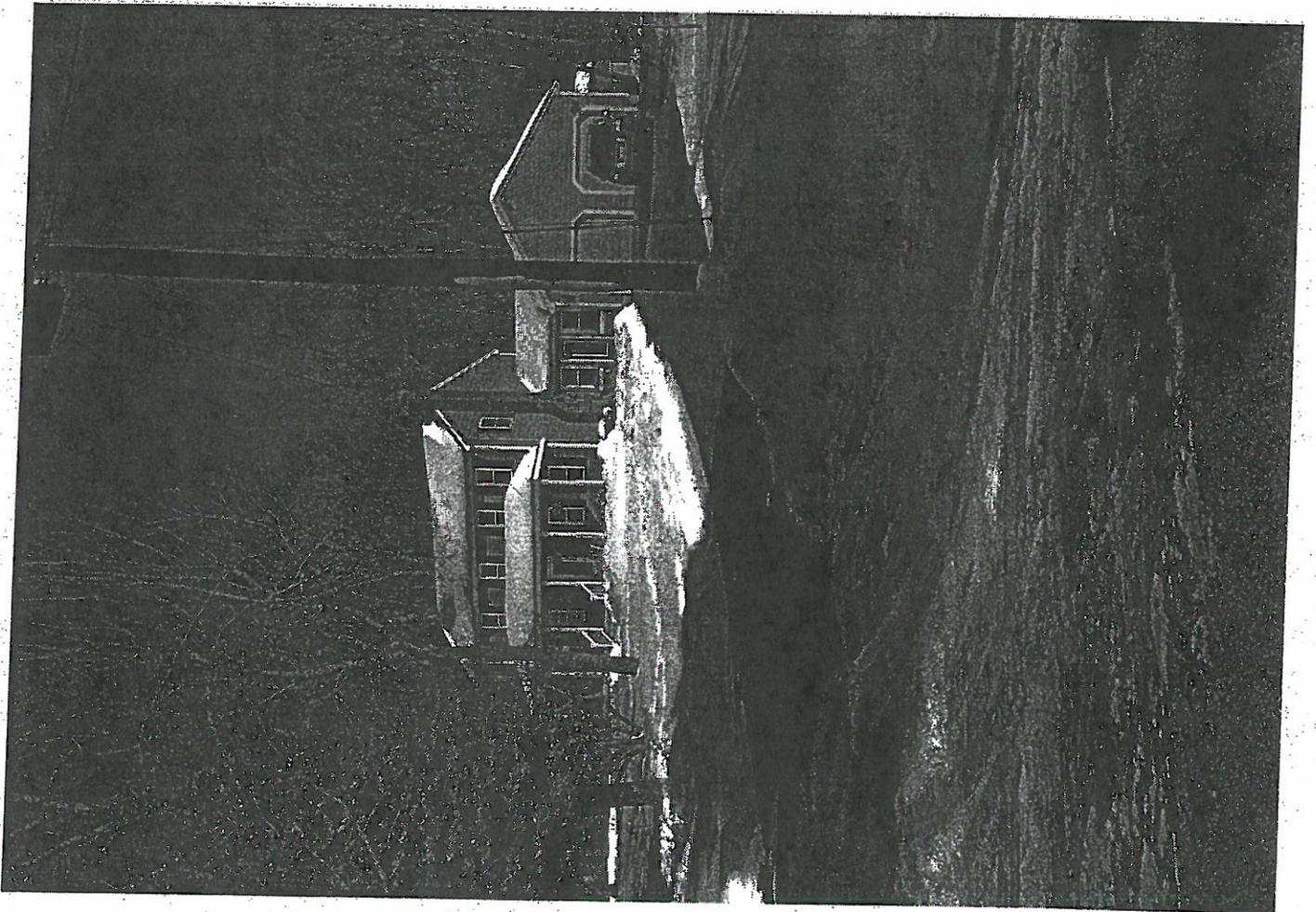




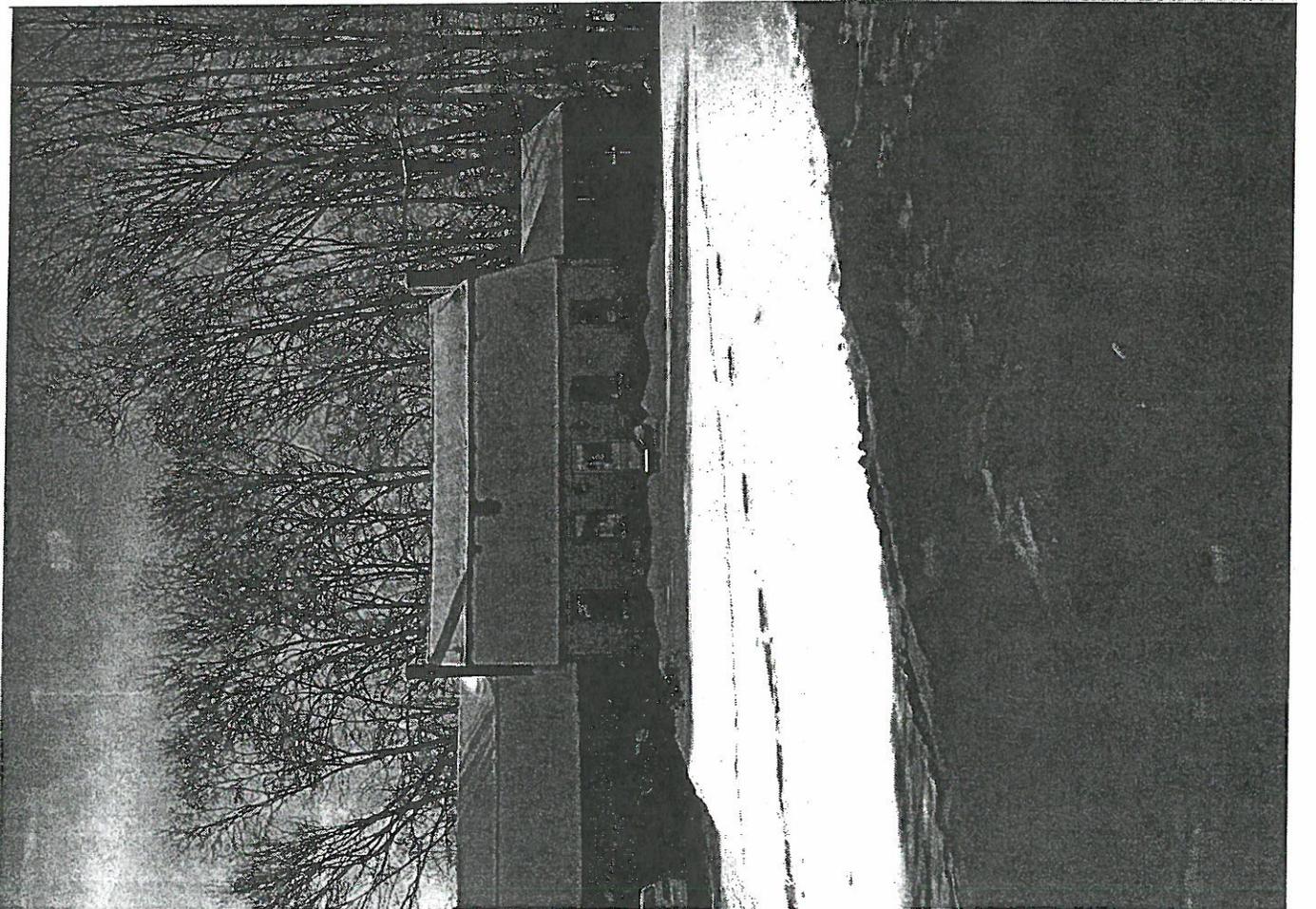
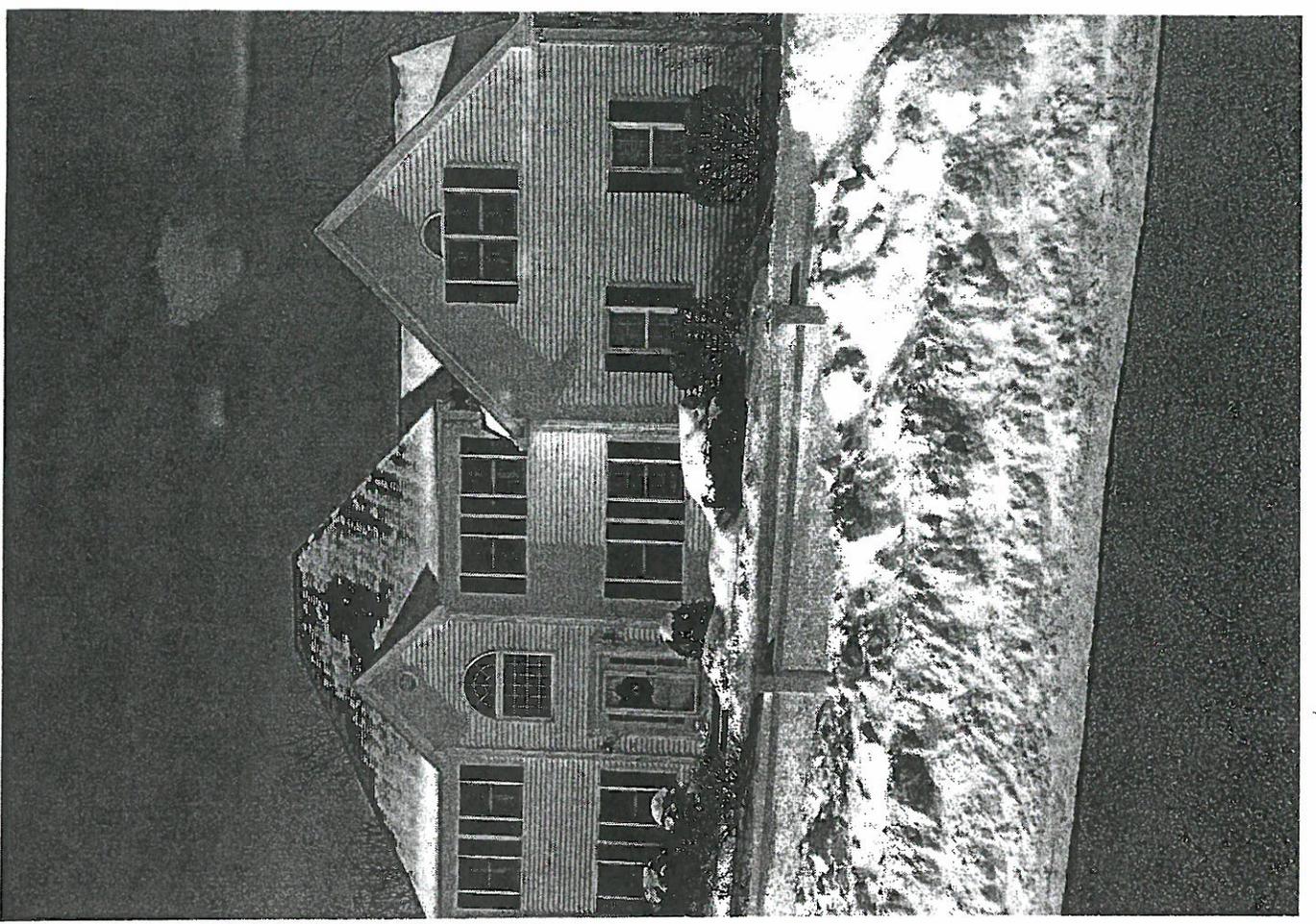
**STEPHANIE DRIVE
&
WINTHROP STREET**

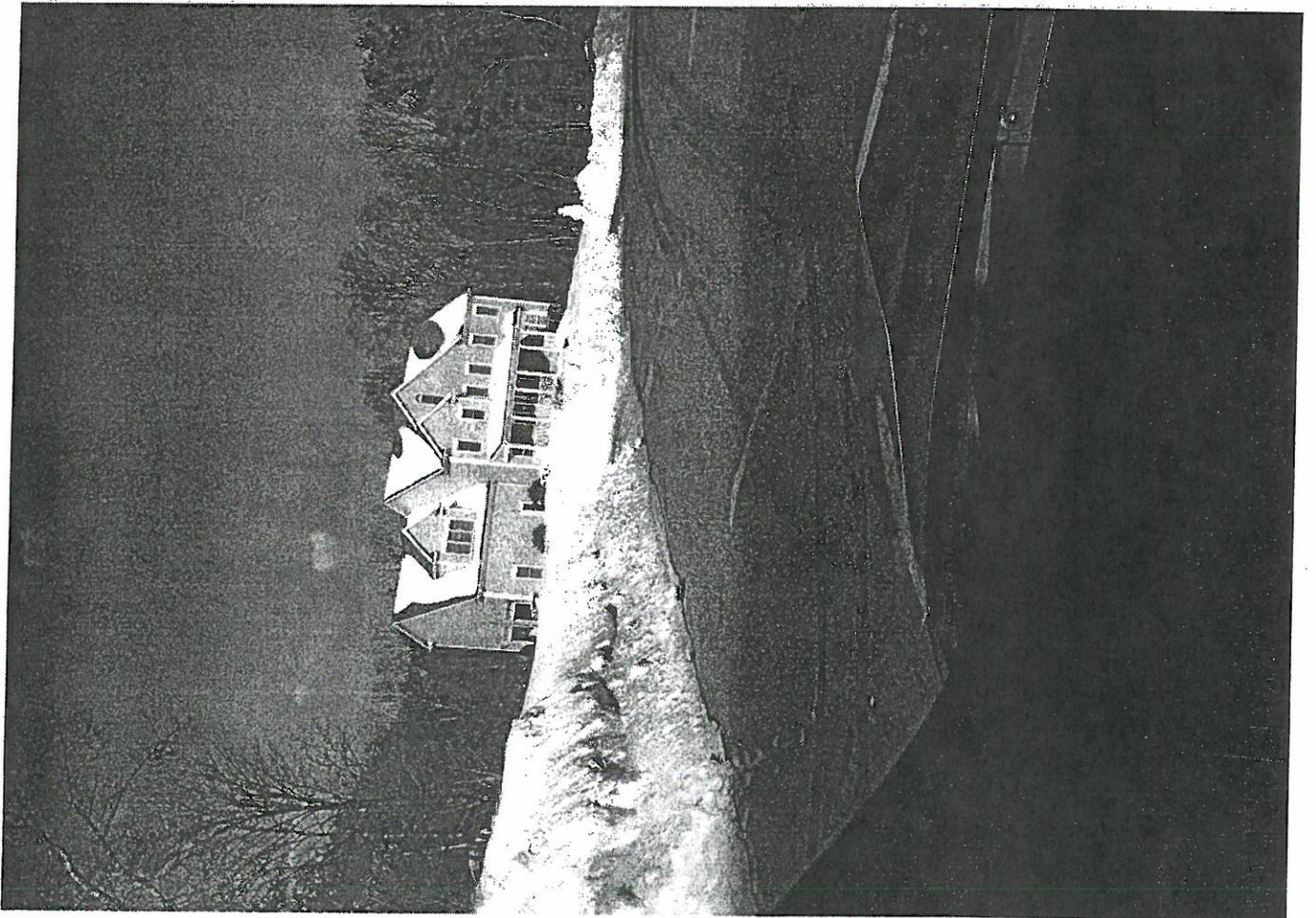
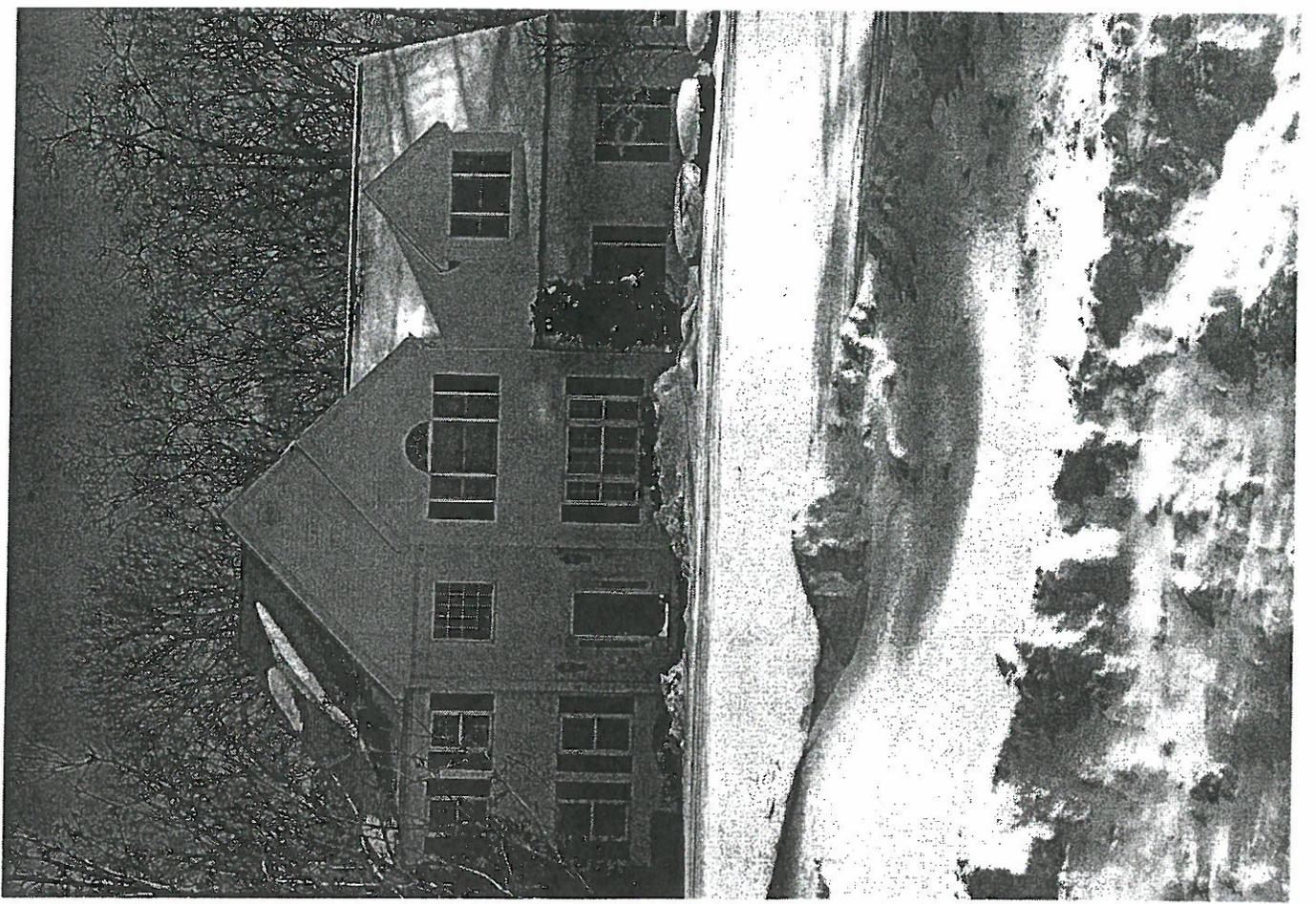


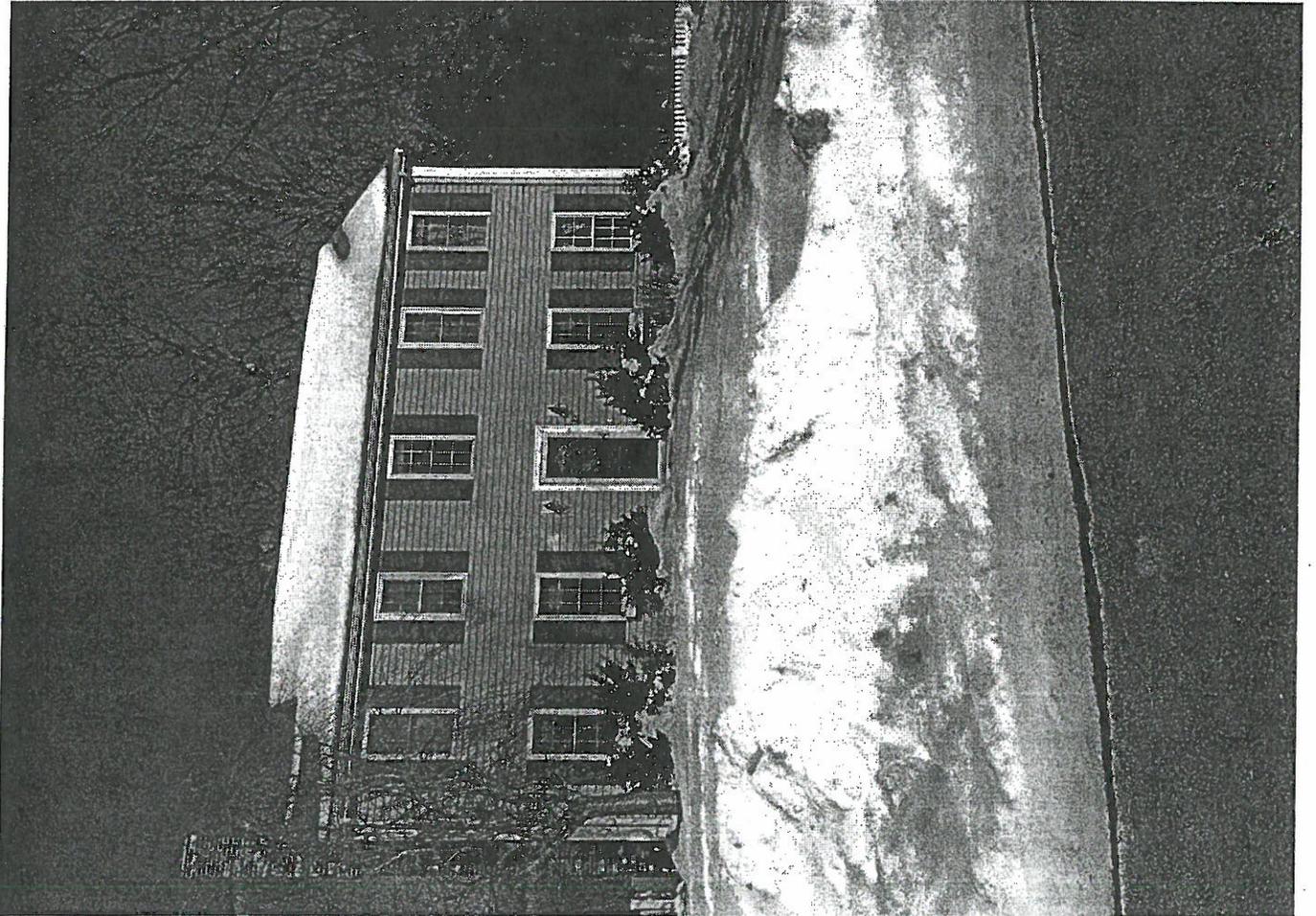
House to be removed.
Main Entrance - Subdivision - Single Family



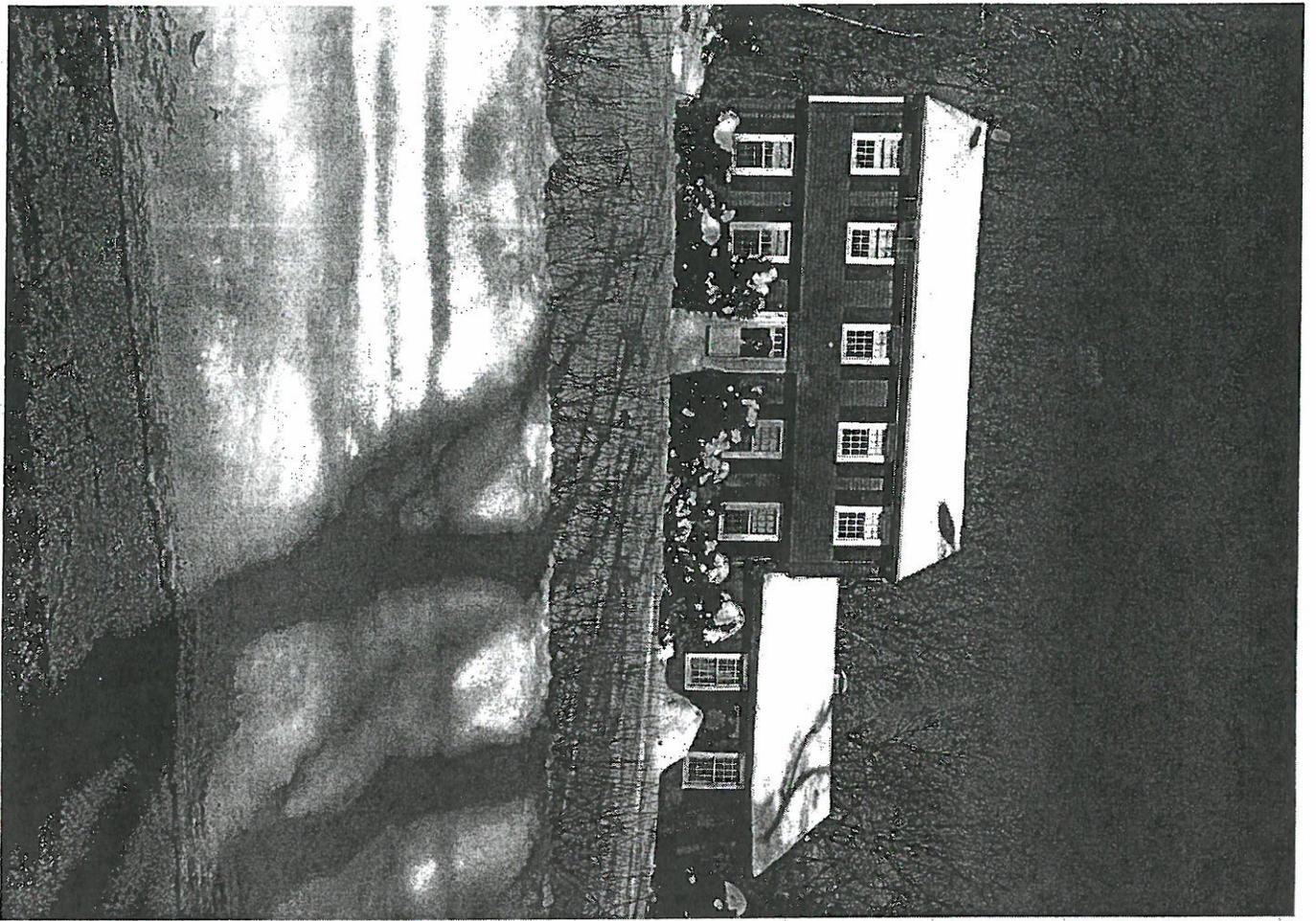
FAIRWAY LANE

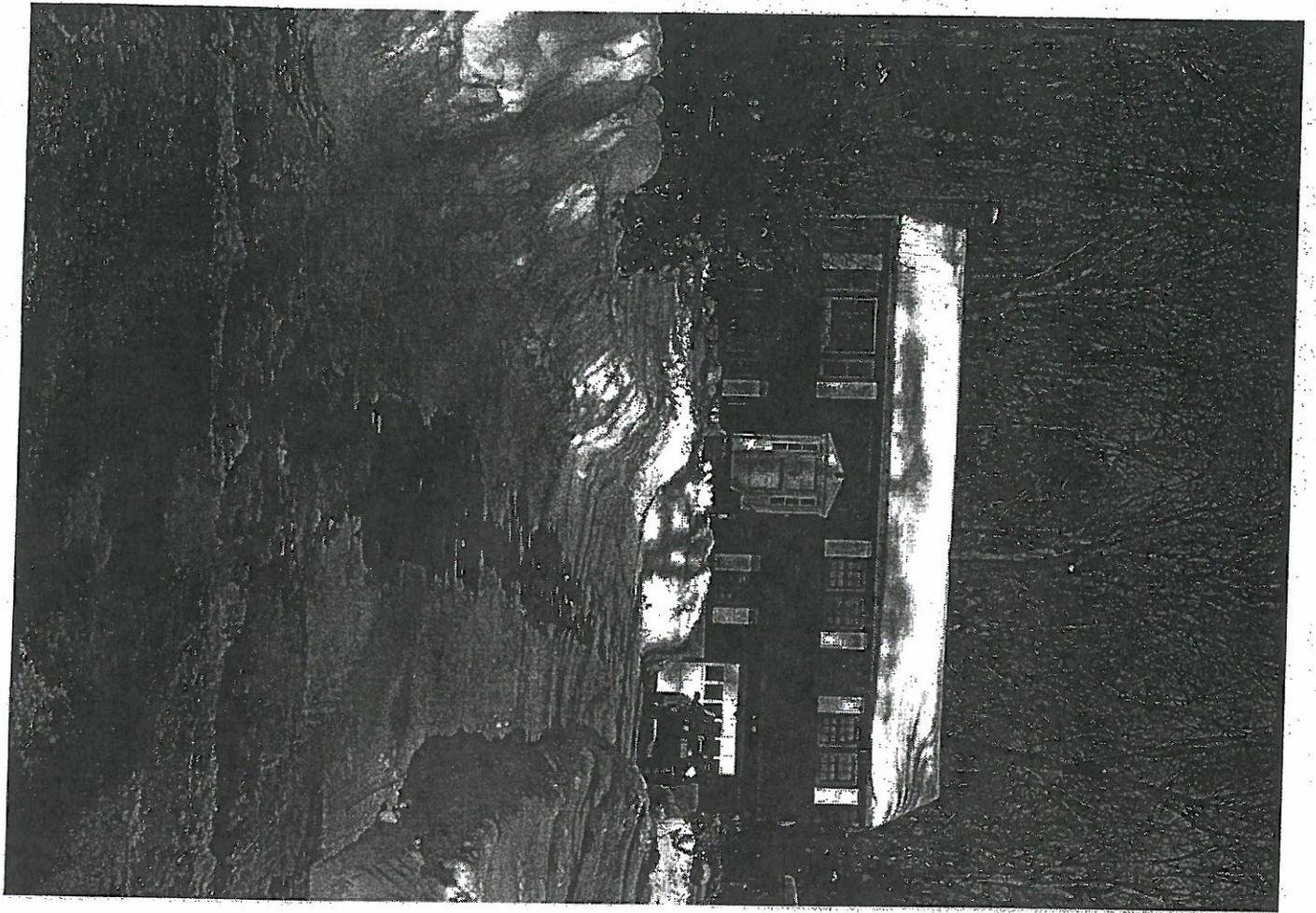




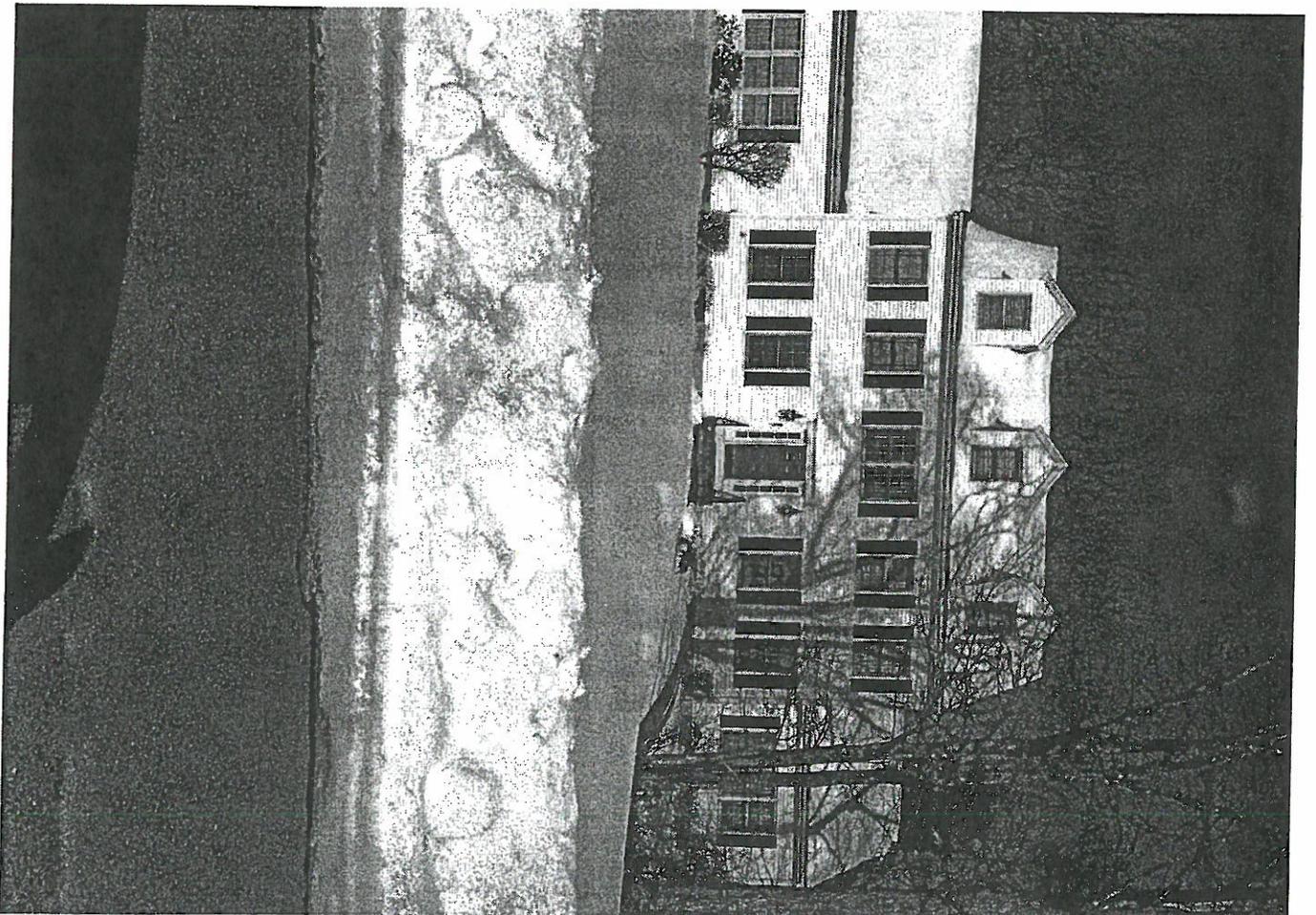
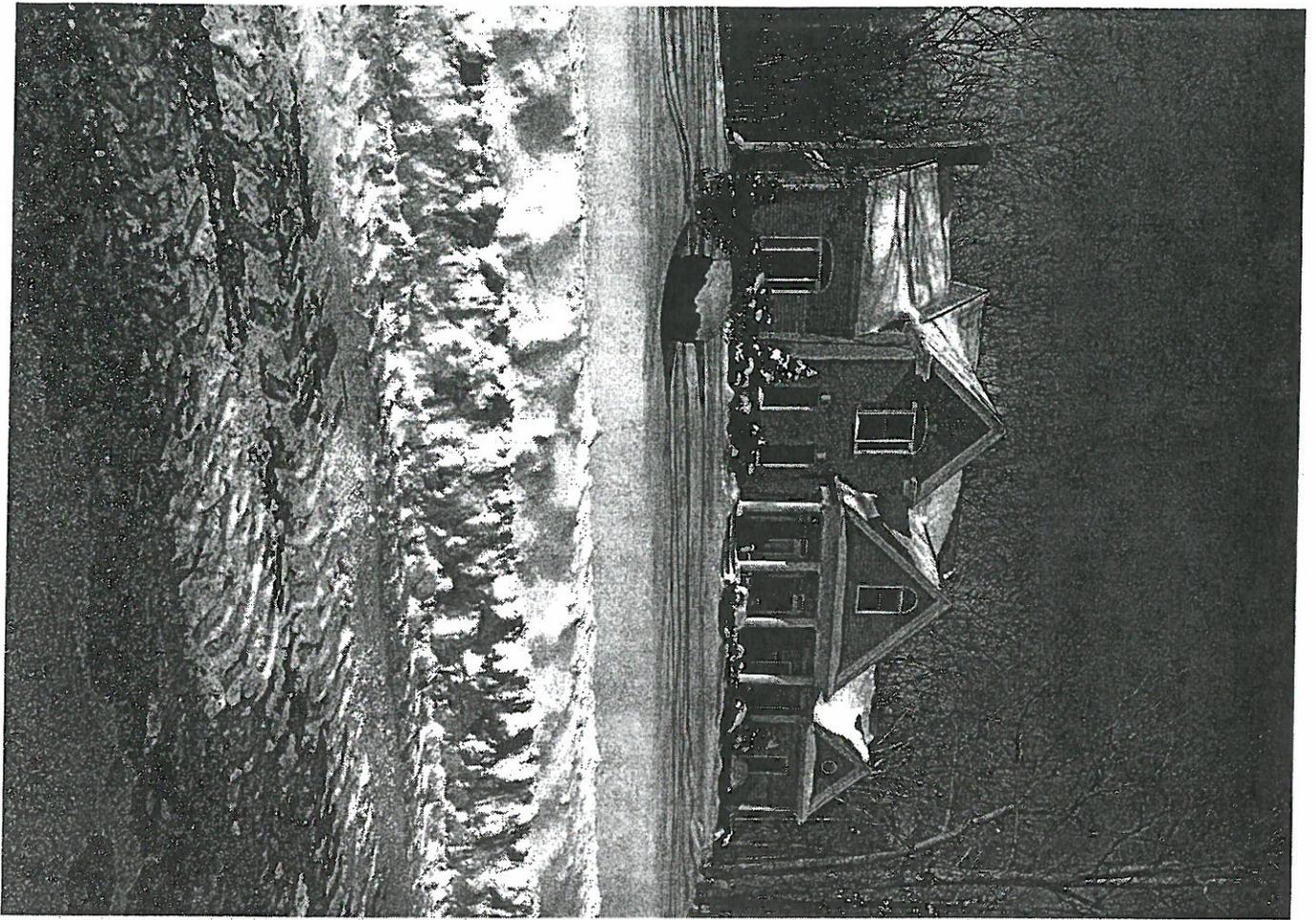


WOODLAND ROAD





FERN PATH



WETLAND DELINEATION

MEDWAY CONSERVATION COMMISSION



**Sanford Hall, Town Hall
155 Village Street, Medway, MA 02053**

September 11, 2014

Henry Wickett
PO Box 95
Medway, MA 02053

Dear Mr. Wickett:

Enclosed please find the Order of Resource Area Delineation, DEP File No. 216-821, approved by the Medway Conservation Commission on August 28, 2014, for your proposal in response to your Notice of Intent filed with the Commission in May of 2013 for Winthrop Street Map 14 Lot 5 (with delineation on Map 8 Lot 20). It is required that this document be recorded with the Norfolk County Registry of Deeds after the ten day appeal period from the date of issuance has elapsed. Please note you will receive a letter confirming the recording once the Commission has successfully recorded the document.

The Medway Conservation Commission staff would be glad to set up an appointment to review the Order of Conditions with you prior to the commencement of proposed work. Our office is open Friday 7:30 am - 12:30 pm or by appointment. You may contact the Conservation office with any questions you may have at (508) 651-7863.

Thank you,

Bridget R. Graziano
Bridget R. Graziano, Conservation Agent
Medway Conservation Commission



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

**WPA Form 4B – Order of Resource Area
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

216-0821

MassDEP File Number

eDEP Transaction Number

Medway

City/Town

A. General Information

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note: Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

From: Medway
1. Conservation Commission

2. This Issuance is for (check one):

- a. Order of Resource Area Delineation
b. Amended Order of Resource Area Delineation

3. Applicant:

Henry Wickett
a. First Name b. Last Name

c. Organization

PO Box 95

d. Mailing Address

Medway MA 02053

e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

a. First Name b. Last Name

c. Organization

d. Mailing Address

e. City/Town f. State g. Zip Code

5. Project Location:

Winthrop Street Medway 02053

a. Street Address b. City/Town c. Zip Code

14 5

d. Assessors Map/Plat Number e. Parcel/Lot Number

Latitude and Longitude d m s d m s

(in degrees, minutes, seconds): f. Latitude g. Longitude

6. Dates: May 2013 August 28, 2014 September 2, 2014

a. Date ANRAD filed b. Date Public Hearing Closed c. Date of Issuance

7. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Wetlands Plan of Land in Medway, MA (Sheet 1 & 2) final revision date

a. Title 8/20/14

Letter from EcoTec Inc. titled, Parcels 14-5 & 8-20 Winthrop St., Medway, 8/22/14

MA (aka Wickett Property) d. Date



**WPA Form 4B - Order of Resource Area
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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City/Town

B. Order of Delineation

1. The Conservation Commission has determined the following (check whichever is applicable):

a. **Accurate:** The boundaries described on the referenced plan(s) above and in the Abbreviated Notice of Resource Area Delineation are accurately drawn for the following resource area(s):

- 1. **Bordering Vegetated Wetlands**
- 2. **Other resource area(s), specifically:**

a. _____

b. **Modified:** The boundaries described on the plan(s) referenced above, as modified by the Conservation Commission from the plans contained in the Abbreviated Notice of Resource Area Delineation, are accurately drawn from the following resource area(s):

- 1. **Bordering Vegetated Wetlands**
- 2. **Other resource area(s), specifically:**

a. _____

c. **Inaccurate:** The boundaries described on the referenced plan(s) and in the Abbreviated Notice of Resource Area Delineation were found to be inaccurate and cannot be confirmed for the following resource area(s):

- 1. **Bordering Vegetated Wetlands**
- 2. **Other resource area(s), specifically:**

Vernal Pool- V series (vernal pool) V #1 - #18; V #66-#71, connect V#1 to V #72; and wetlands extend beyond flags WF # 230 and WF #1033R and these additional wetlands were not reviewed or approved.

3. **The boundaries were determined to be inaccurate because:**

Vernal Pool survey was not conducted during an appropriate time of year to make a determination on the delineation of the vernal pool.

Wetlands extend beyond flags WF # 230 and WF #1033R and that these additional wetlands were not reviewed or approved.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 4B – Order of Resource Area Delineation

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

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City/Town

C. Findings

This Order of Resource Area Delineation determines that the boundaries of those resource areas noted above, have been delineated and approved by the Commission and are binding as to all decisions rendered pursuant to the Massachusetts Wetlands Protection Act (M.G.L. c.131, § 40) and its regulations (310 CMR 10.00). This Order does not, however, determine the boundaries of any resource area or Buffer Zone to any resource area not specifically noted above, regardless of whether such boundaries are contained on the plans attached to this Order or to the Abbreviated Notice of Resource Area Delineation.

This Order must be signed by a majority of the Conservation Commission. The Order must be sent by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate DEP Regional Office (see <http://www.mass.gov/dep/about/region/findyour.htm>).

D. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate DEP Regional Office to issue a Superseding Order of Resource Area Delineation. When requested to issue a Superseding Order of Resource Area Delineation, the Department's review is limited to the objections to the resource area delineation(s) stated in the appeal request. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order of Resource Area Delineation will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order or Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act, (M.G.L. c. 131, § 40) and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal bylaw or ordinance, and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
**WPA Form 4B – Order of Resource Area
 Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

216-0821

MassDEP File Number

eDEP Transaction Number

Medway

City/Town

E. Signatures

9/10/14
 Date of Issuance
3
 1. Number of Signers

Please indicate the number of members who will sign this form.

[Signature] (BOSSUMAN)
 Signature of Conservation Commission Member

Signature of Conservation Commission Member

[Signature] (TRANALINI)
 Signature of Conservation Commission Member

Signature of Conservation Commission Member

[Signature] (MCKAY)
 Signature of Conservation Commission Member

Signature of Conservation Commission Member

Signature of Conservation Commission Member

This Order is valid for three years from the date of issuance.

If this Order constitutes an Amended Order of Resource Area Delineation, this Order does not extend the issuance date of the original Final Order, which expires on _____ unless extended in writing by the issuing authority.

This Order is issued to the applicant and the property owner (if different) as follows:

2. By hand delivery on

3. By certified mail, return receipt requested on

a. Date

a. Date 9/11/14



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

**WPA Form 4B – Order of Resource Area
Delineation**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

216-0821

MassDEP File Number

eDEP Transaction Number

Medway

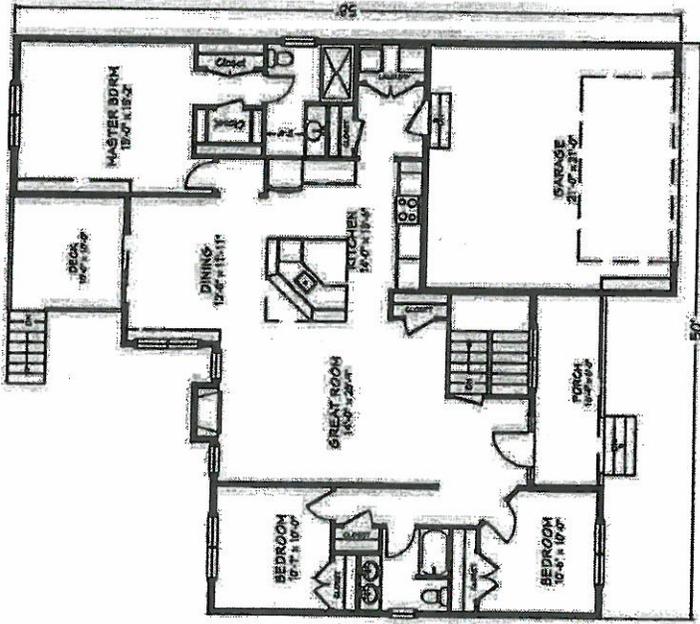
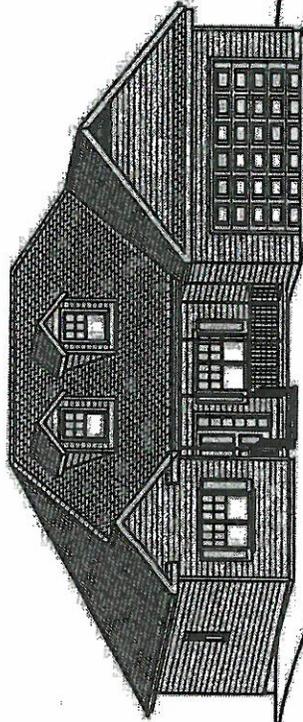
City/Town

AFFORDABLE DISTRIBUTION

3.2

**ARCHITECTURAL FLOOR PLANS -
ELEVATIONS**

THE WHITTMAN



1st Floor

Actual grades to be determined on site.

TIMBER CREST ESTATES

MEDWAY, MA

Area Breakdown	
First Floor	1621 sf
Second Floor	---
Total Area	1621 sf

House Features	
Bedrooms	3
Bathrooms	2
Garage	1

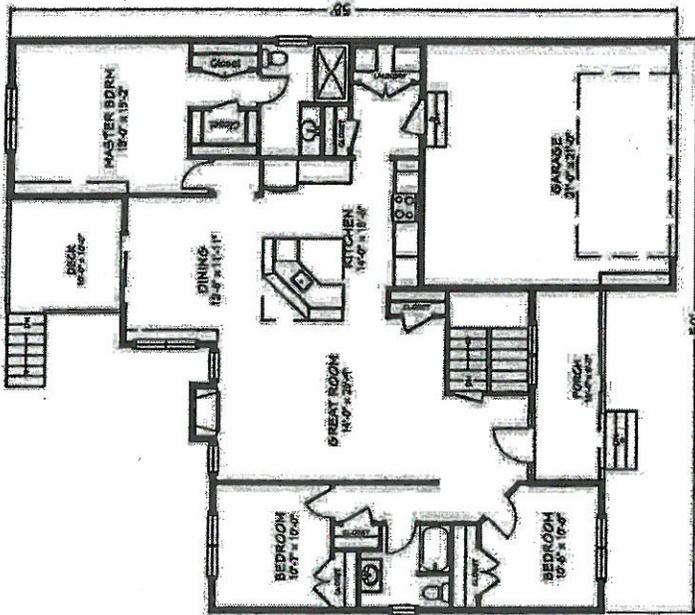
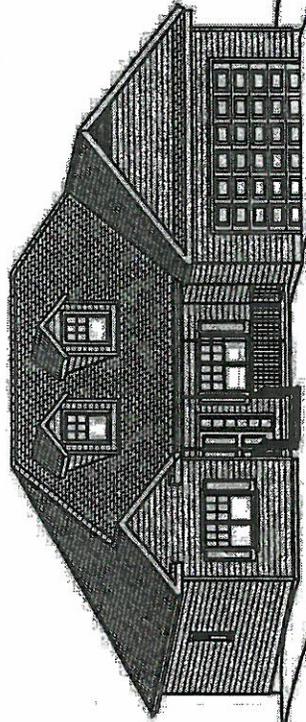
NOTE: PLANS & SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

TIMBER CREST LLC

Diggle-Family

THE WHITTMAN

Affordable Plan



1st Floor

Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA

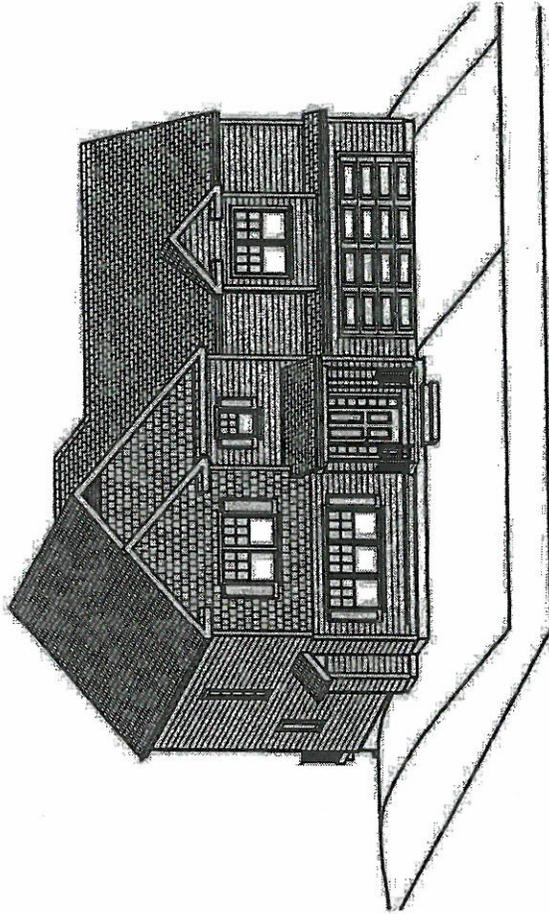
Area Breakdown		House Features	
First Floor	1,021 sq. ft.	Bedrooms	3
Second Floor	— sq. ft.	Bathrooms	2
Total Area	1,021 sq. ft.	Garage	2

Area Breakdown	
First Floor	1,021 sq. ft.
Second Floor	— sq. ft.
Total Area	1,021 sq. ft.

NOTE: PLANS & ELEVATIONS ARE ESTIMATES & ARE SUBJECT TO MODIFICATION. TO BE DETERMINED ON SITE.

TIMBER CREST LLC

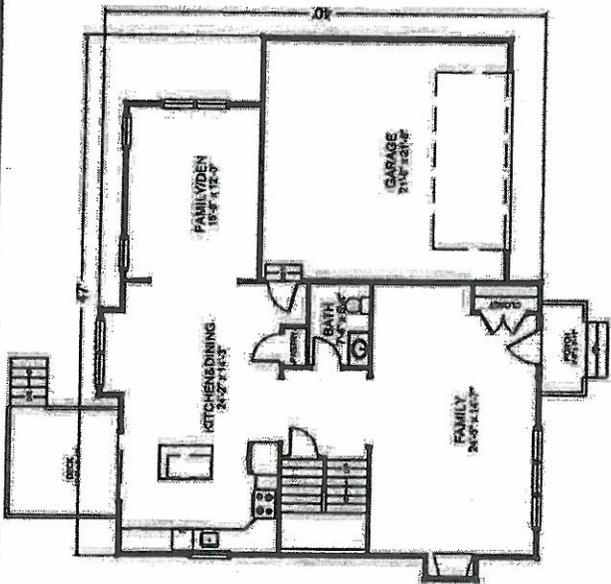
THE WHARTON



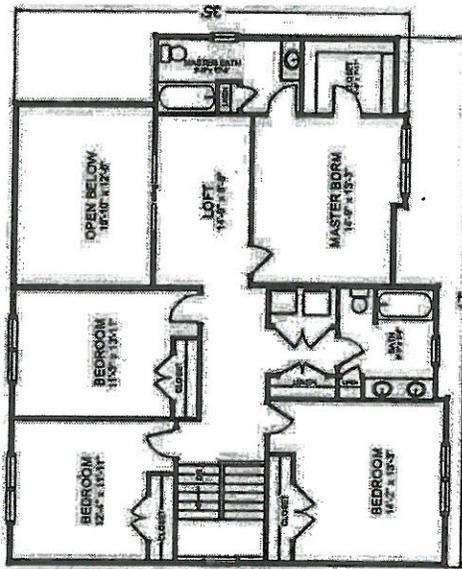
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

Area Breakdown	
First Floor	1,176 sf
Second Floor	1,445 sf
Total Area	2,621 sf

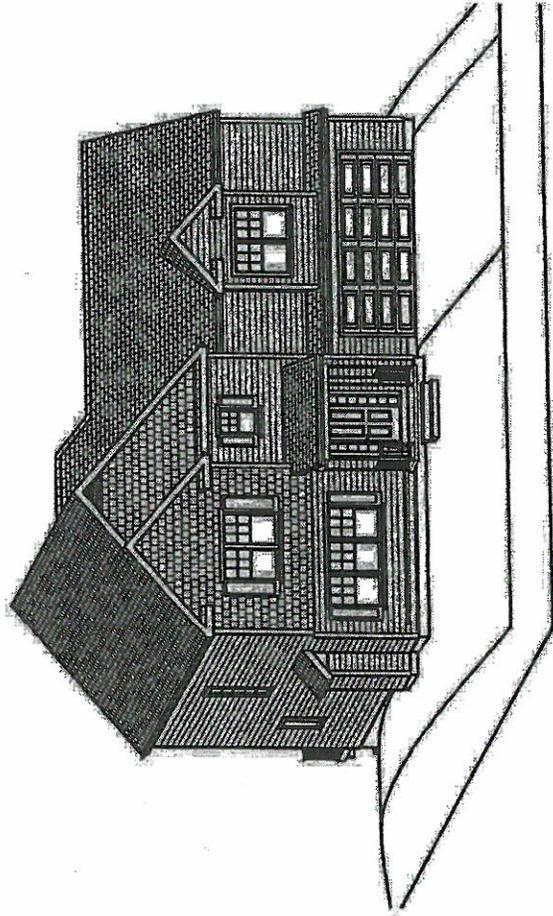
House Features	
Bedrooms	4
Bathrooms	2 1/2
Garage	2

THIS PLAN'S DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. SEE ARCHITECT'S CONTRACT FOR MORE INFORMATION.

TIMBER CREST LLC

THE WHARTON

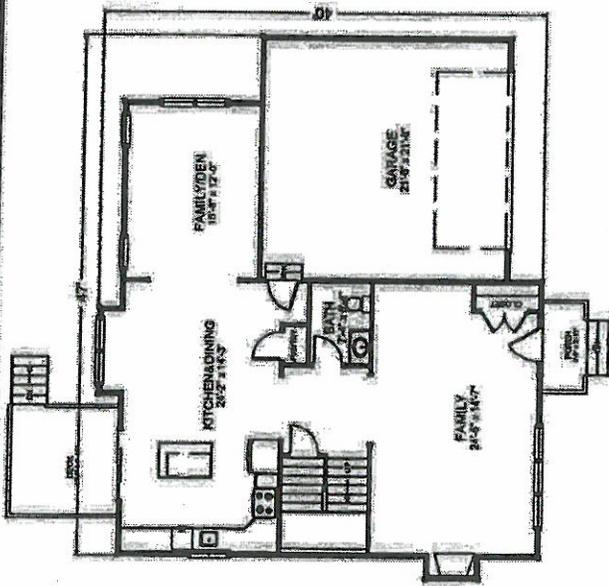
Affordable Plan



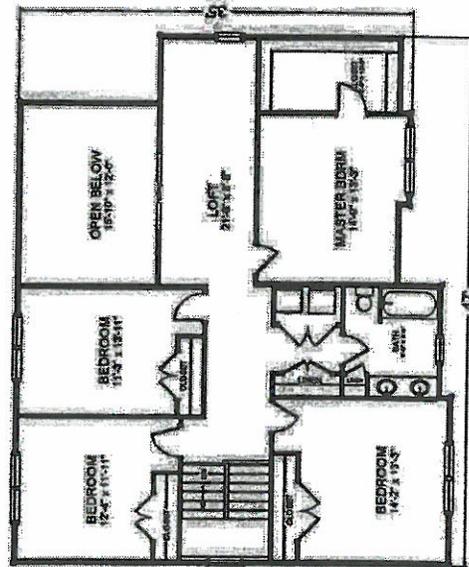
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

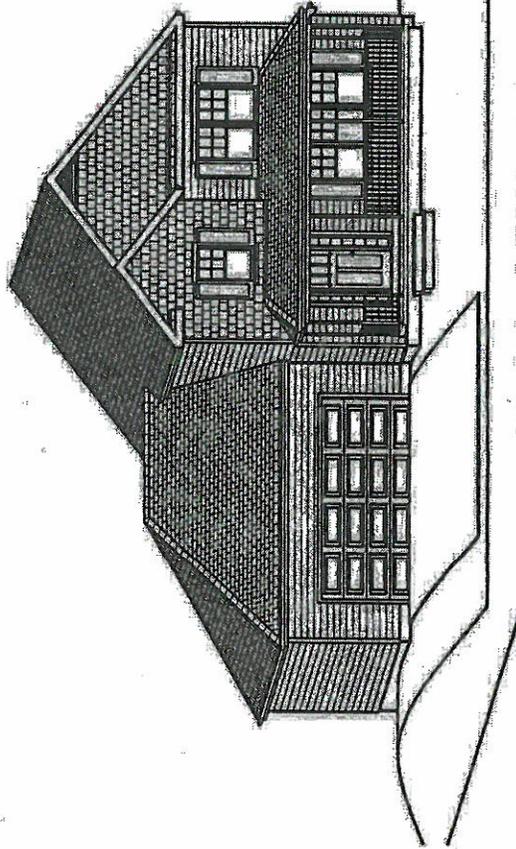
Area Breakdown	
1st Floor	1116 sq ft
2nd Floor	1443 sq ft
Total Area	2559 sq ft

Room Features	
Bedrooms	4
Bathrooms	1 1/2
Garage	2

NOTE: THIS IS A PRELIMINARY PLAN. ALL DIMENSIONS ARE APPROXIMATE. TO OBTAIN EXACT DIMENSIONS, PLEASE CONSULT THE ARCHITECT.

TIMBER CREST LLC

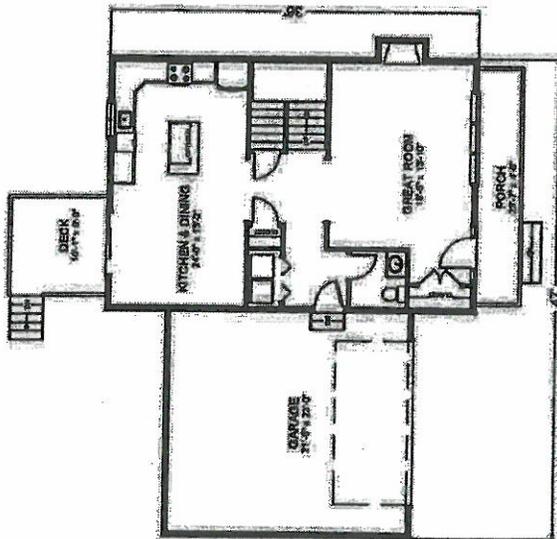
THE TWAIN



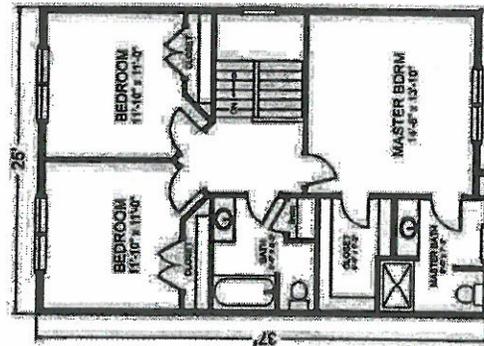
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

House Features	
Bedrooms	2
Bathrooms	2
Garage	1

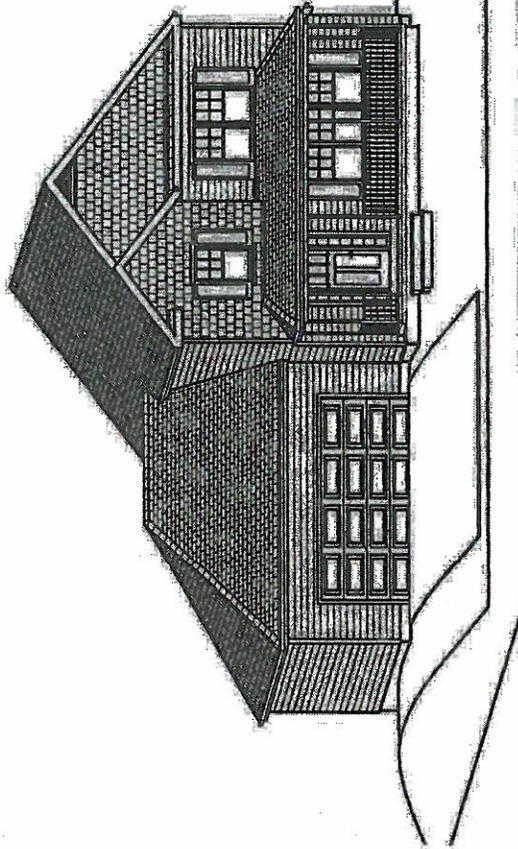
Area Breakdown	
1st Floor	1,112 sq ft
2nd Floor	1,112 sq ft
Total Area	2,224 sq ft

NOTES: ALL ELEVATIONS ARE CONSIDERED AS PER HOUSE PLAN UNLESS OTHERWISE NOTED.

TIMBER CREST LLC

THE TWAIN

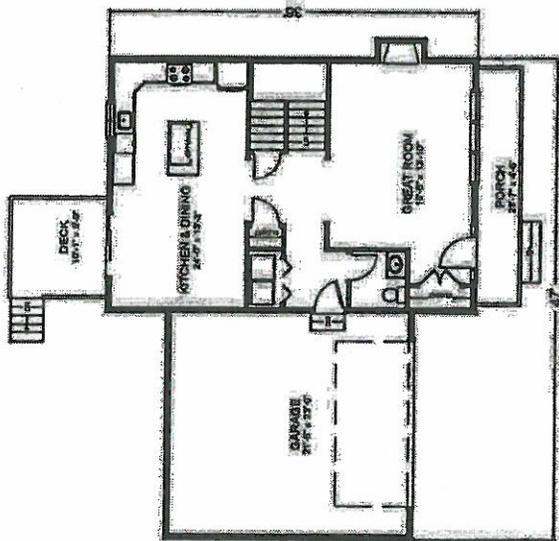
Affordable Plan



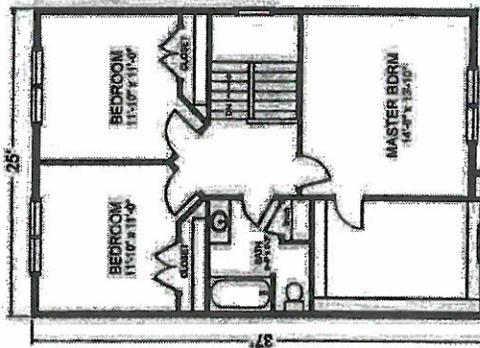
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

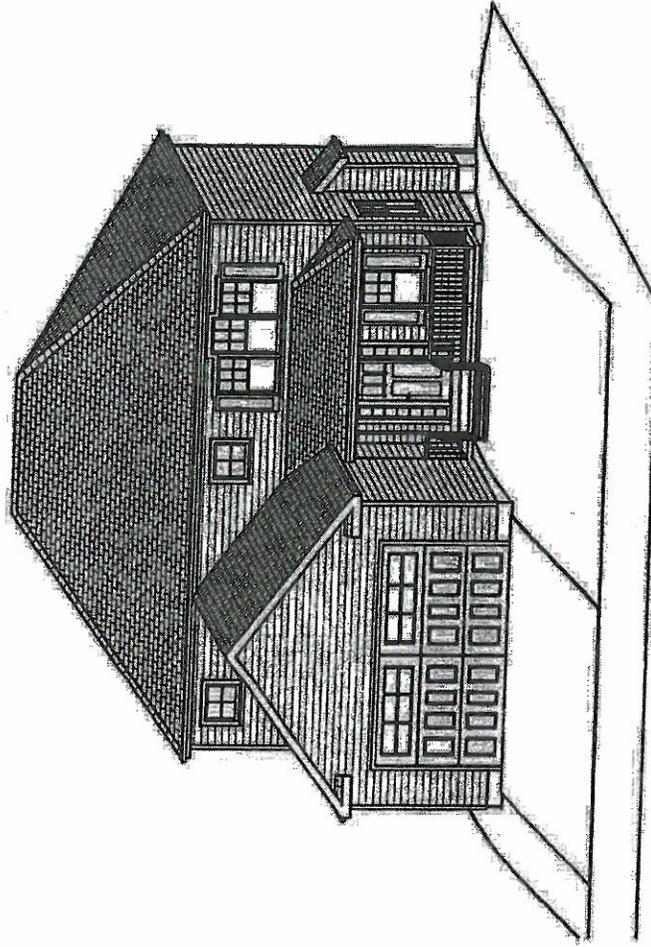
House Features	
Bedrooms	5
Bathrooms	1 1/2
Garage	1 1/2

Area Breakdown	
First Floor	450 sq. ft.
Second Floor	412 sq. ft.
Total Area	862 sq. ft.

NOTE: PLANS & SPECIFICATIONS ARE EXCEPTIVE & ARE SUBJECT TO MARKET CHANGE. SOME DIMENSIONS MAY VARY.

TIMBER CREST LLC

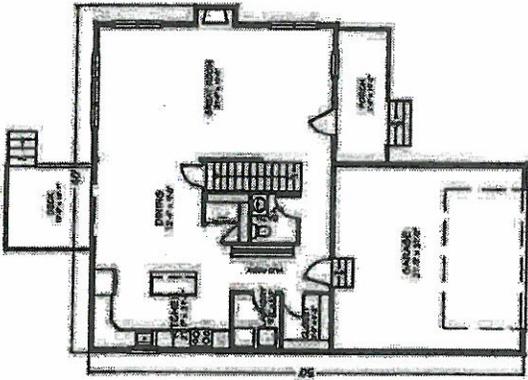
THE THOREAU



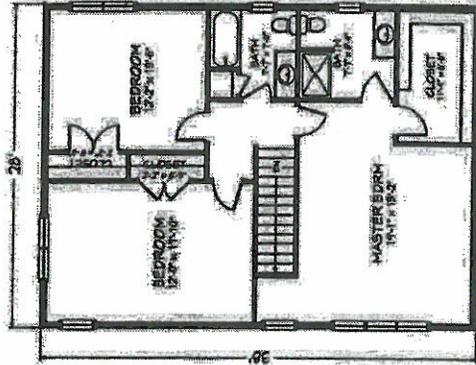
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

House Features	
Bedrooms	3
Bathrooms	2 1/2
Garage	2

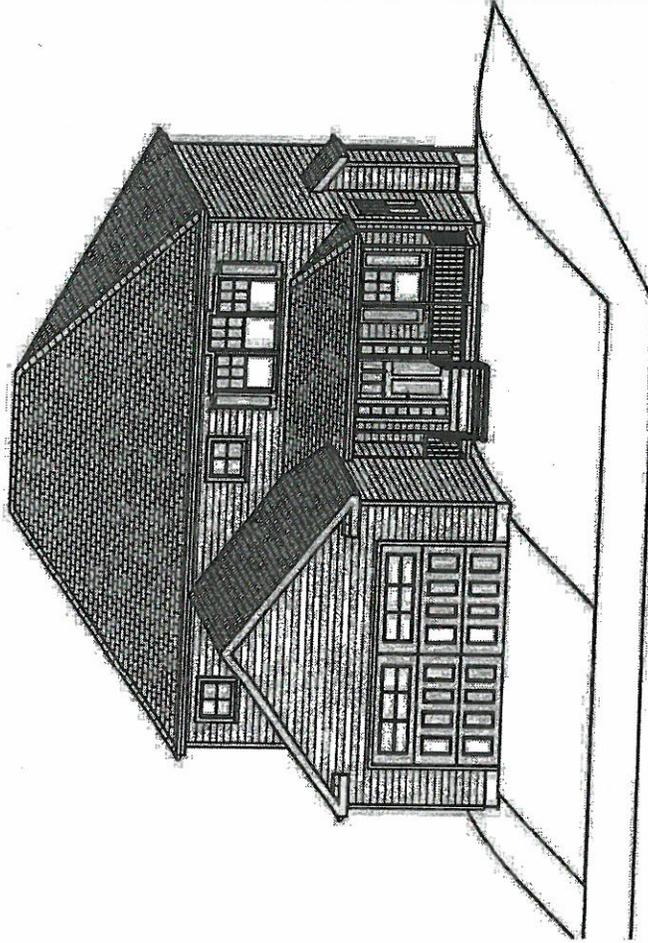
Area Breakdown	
First Floor	1070 sf
Second Floor	1064 sf
Total Area	2134 sf

NOTE: PLANS & ELEVATIONS ARE SCHEMATICS & ARE SUBJECT TO MODIFICATION. EXACT DIMENSIONS AND FINISHES WILL BE DETERMINED ON SITE.

TIMBER CREST LLC

THE THOREAU

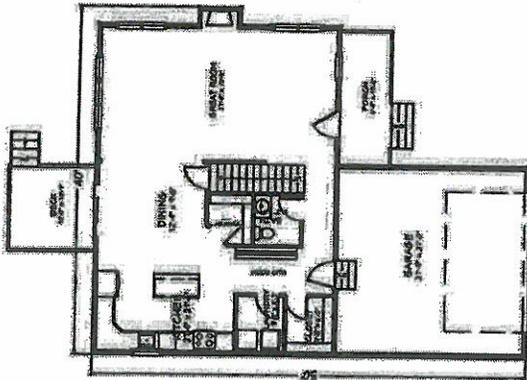
Affordable Plan



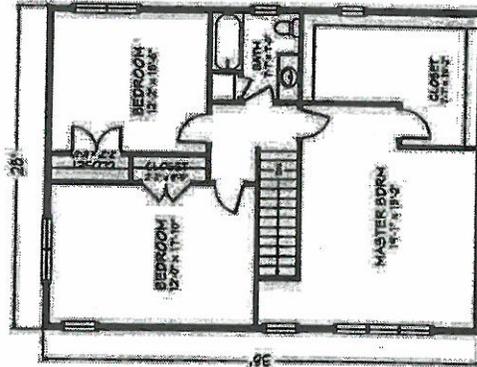
Actual grades to be determined on site.

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

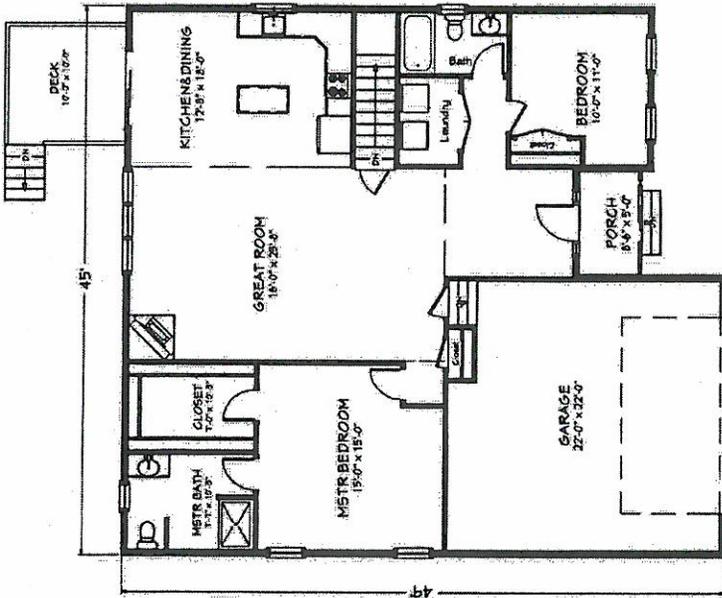
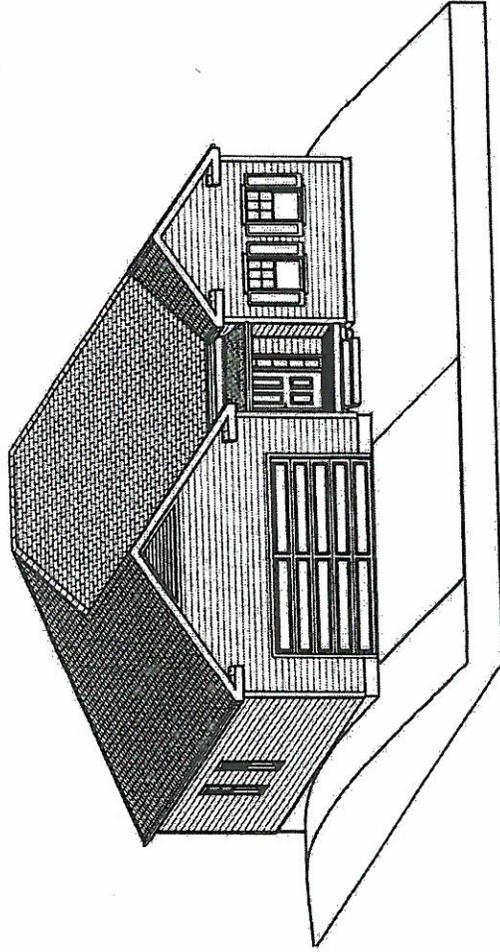
Area Breakdown		House Features	
1st Floor	1,010 sq. ft.	Bedroom	3
2nd Floor	1,021 sq. ft.	Bathroom	1
Total Area	2,031 sq. ft.	Garage	2

Area Breakdown		House Features	
1st Floor	1,010 sq. ft.	Bedroom	3
2nd Floor	1,021 sq. ft.	Bathroom	1
Total Area	2,031 sq. ft.	Garage	2

NOTE: DIMENSIONS & FINISHES ARE ESTIMATES. FOR EXACT DIMENSIONS & FINISHES, SEE ARCHITECTURAL DRAWINGS. THIS PLAN IS A GENERAL REPRESENTATION AND SHOULD NOT BE USED AS A CONTRACT DOCUMENT.

TIMBER CREST LLC

THE IRVING



1st Floor

Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA

Area Breakdown	
First Floor	1410 sf
Second Floor	--- sf
Total Area	1503 sf

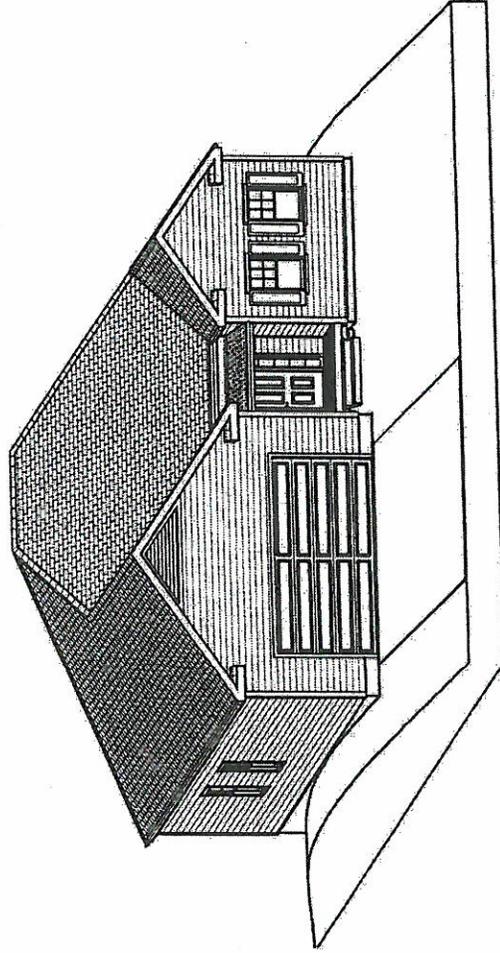
House Features	
Bedrooms	2
Bathrooms	1
Garage	2

NOTE: PLANS & ELEVATIONS ARE SCHEMATICS & ARE SUBJECT TO MINOR CHANGE. SOME UPGRADATIONS ARE SHOWN

TIMBER CREST LLC

THE IRVING

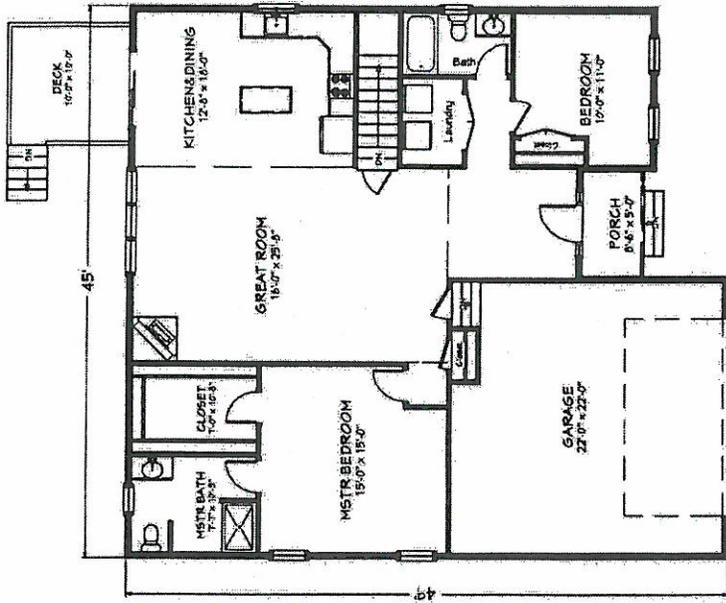
Affordable Plan



Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor

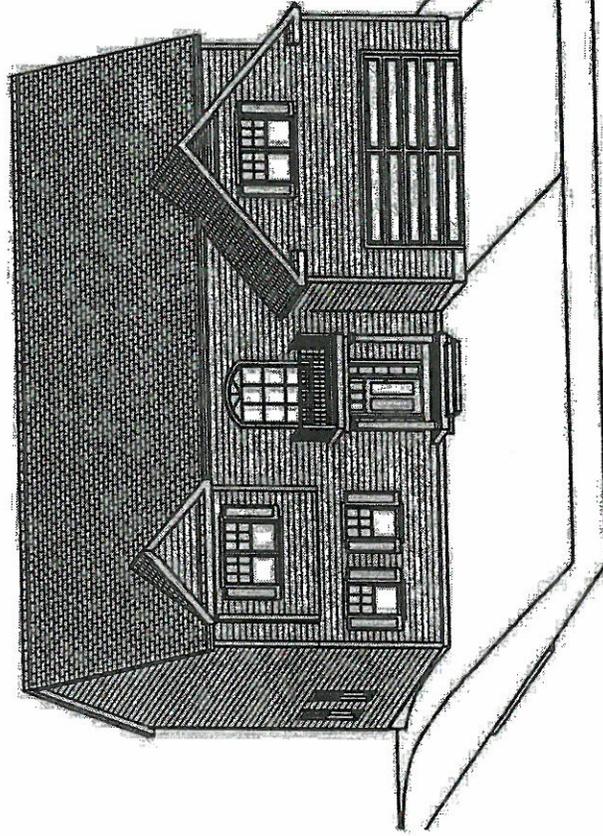
Area Breakdown		House Features	
First Floor	1450 sf	Bedrooms	2
Second Floor	--- sf	Bathrooms	2
Total Area	1500 sf	Garage	2

Area Breakdown		House Features	
First Floor	1450 sf	Bedrooms	2
Second Floor	--- sf	Bathrooms	2
Total Area	1500 sf	Garage	2

NOTE: DIMENSIONS AND SCHEDULES ARE SUBJECT TO MINOR CHANGE. SOME INFORMATION ARE BROWN

TIMBER CREST LLC

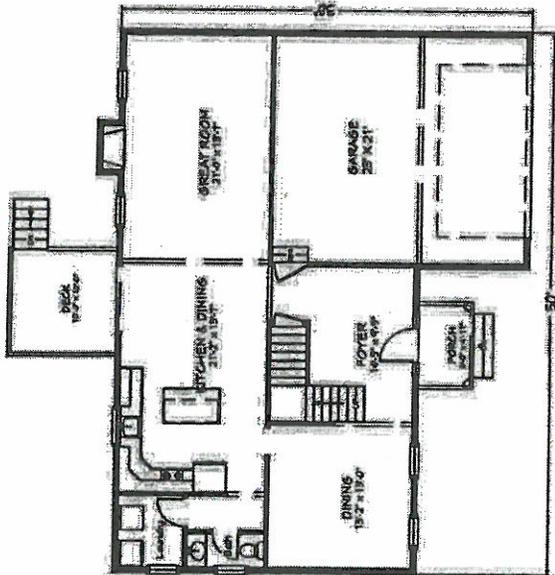
THE EMERSON



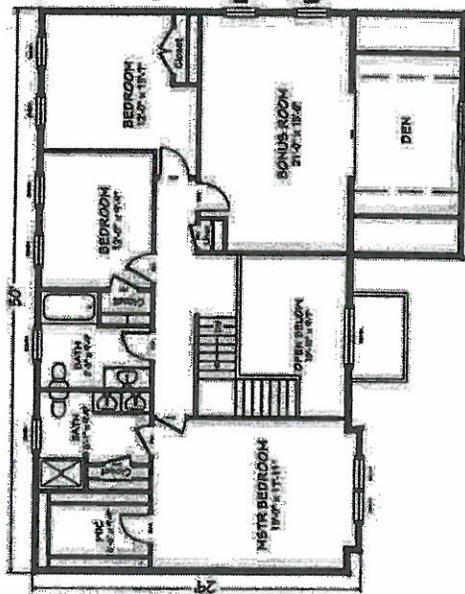
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

Area Breakdown		Months Pending	
First Floor	1113 sq ft	Spectrobes	3/4
Second Floor	1411 sq ft	Bethshonis	2/12
Total Area	2524 sq ft	Garage	2

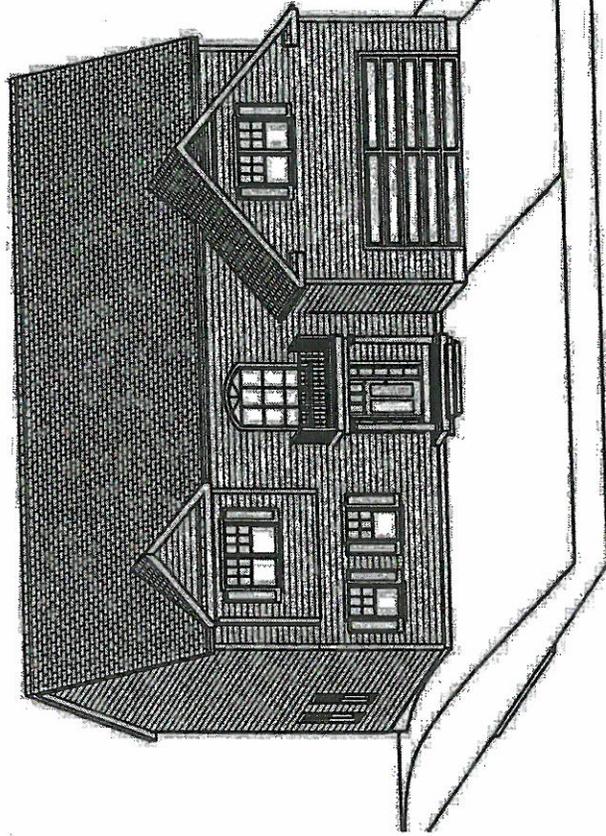
Area Breakdown	
First Floor	1113 sq ft
Second Floor	1411 sq ft
Total Area	2524 sq ft

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

TIMBER CREST LLC

THE EMERSON

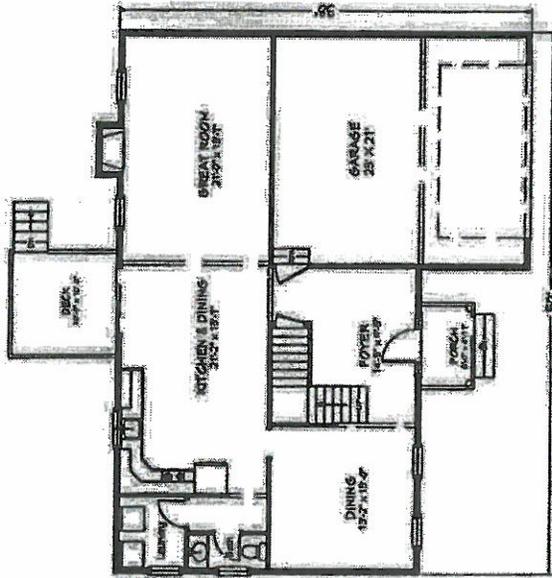
Affordable Plan



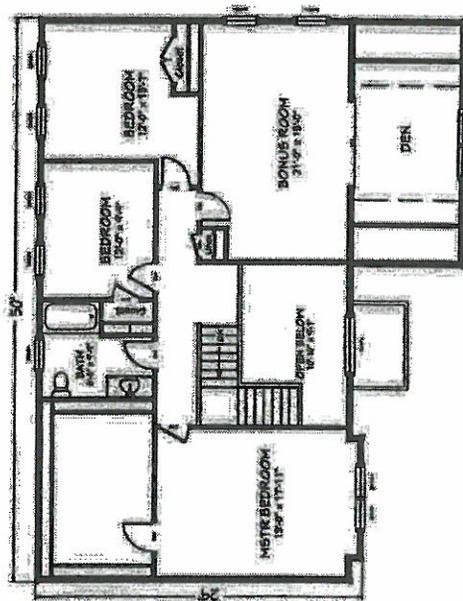
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



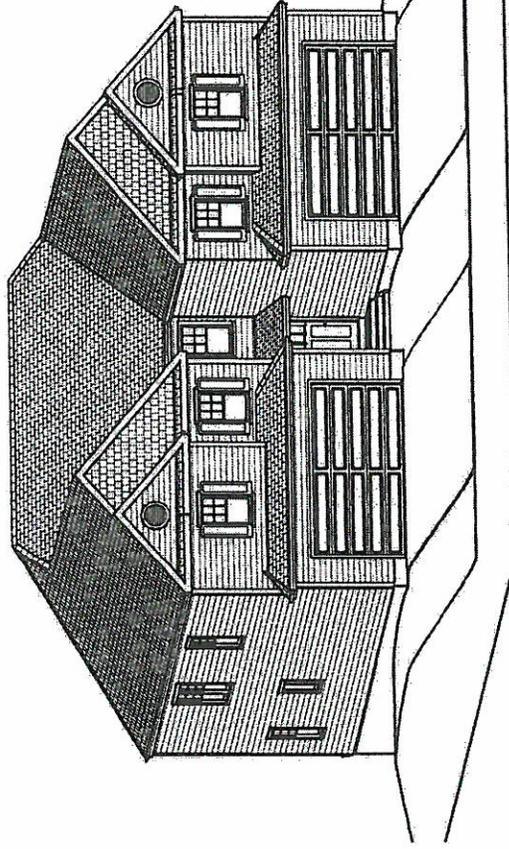
2nd Floor

Area Breakdown		House Features	
First Floor	1119 sq'	Bedrooms	3/4
Second Floor	1411 sq'	Bathrooms	1 1/2
Total Area	2530 sq'	Garage	3

NOTE: PLANS & SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY TO THE ARCHITECT.

TIMBER CREST LLC

THE HAWTHORNE

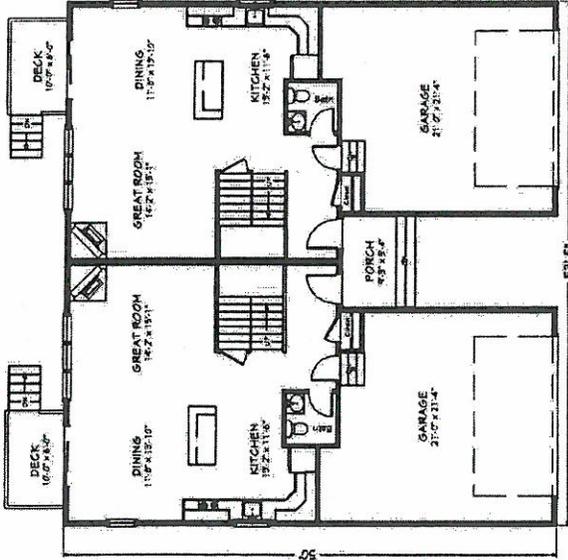


Actual grades to be determined on site

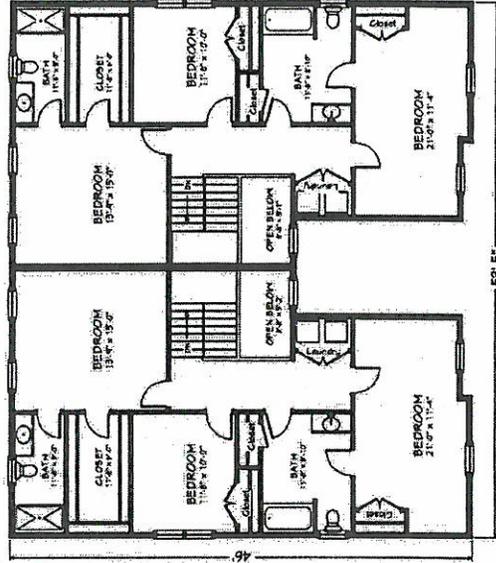
TIMBER CREST ESTATES

MEDWAY, MA

Duplex



1st Floor



2nd Floor

House Features	
Bedrooms	3
Bathrooms	2 1/2
Garage	2

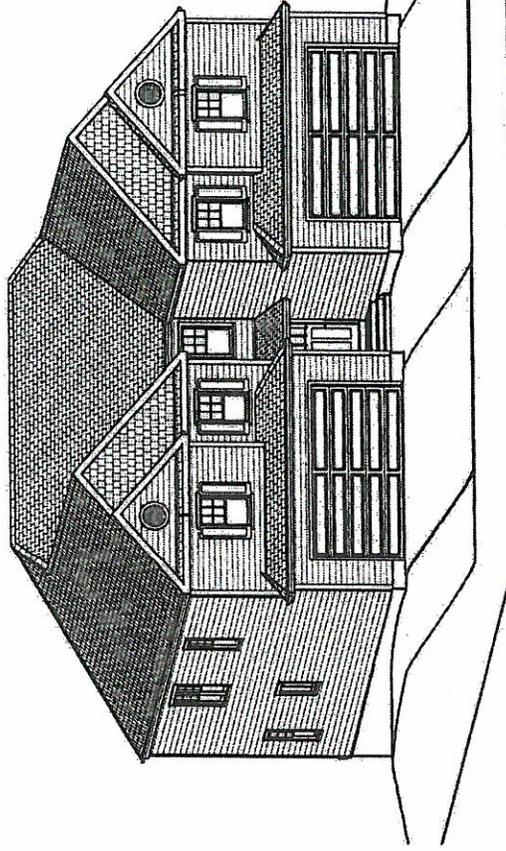
Area Breakdown / House	
First Floor	732 sf
Second Floor	1136 sf
Total Area	1868 sf

NOTE: PLANS & DIMENSIONS ARE APPROXIMATE & ARE SUBJECT TO FUTURE CHANGE. SOME DIMENSIONS MAY VARY.

TIMBER CREST LLC

THE HAWTHORNE

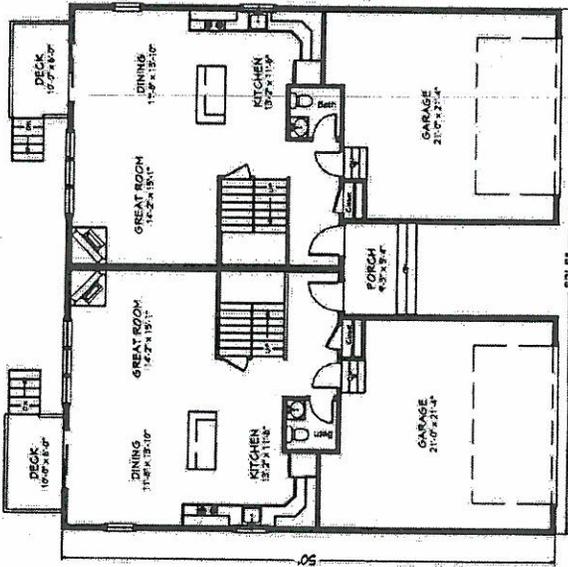
Affordable Plan



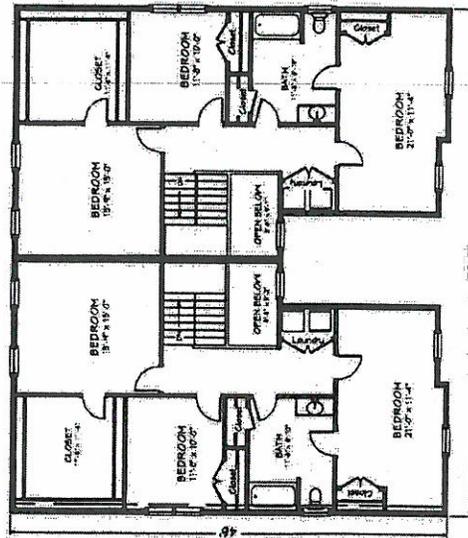
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

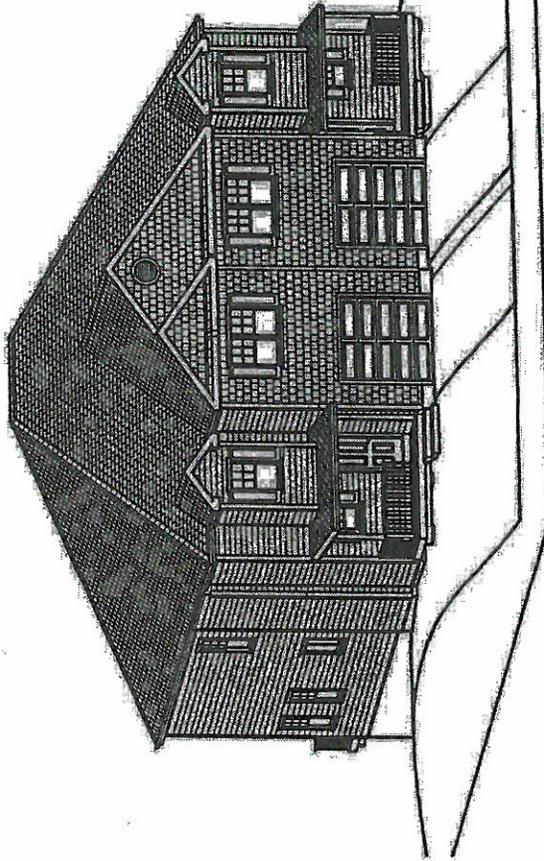
Area Breakdown / House	
First Floor	1922 sf
Second Floor	1136 sf
Total Area	3058 sf

House Features	
Bedrooms	9
Bathrooms	1 1/2
Garage	2

NOTE: PLANS & ELEVATIONS ARE SCHEMATICS & ARE SUBJECT TO MINOR CHANGE. SOME UPGRADATIONS ARE SHOWN.

TIMBER CREST LLC

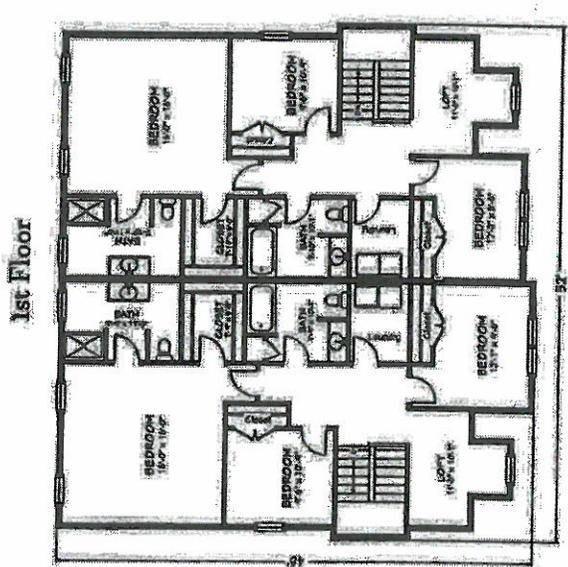
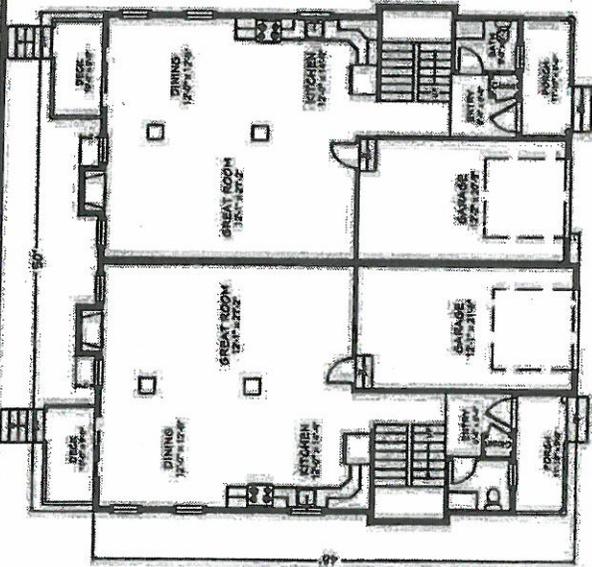
THE LONDON



Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



House Features	
Bedrooms	4
Bathrooms	2 1/2
Garage	1

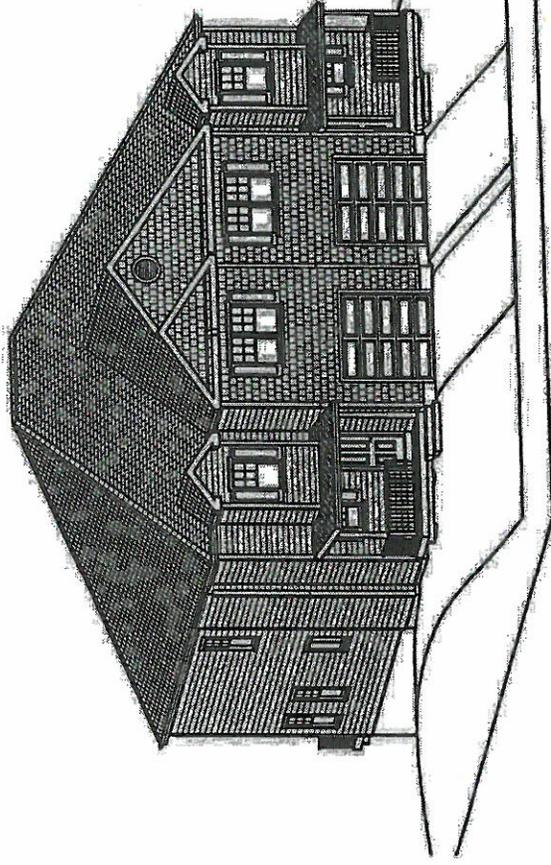
Area Breakdown / House	
1st Floor	266 sq ft
2nd Floor	315 sq ft
Total Area	581 sq ft

NOTE: PLANS & ELEVATIONS ARE PRELIMINARY & ARE SUBJECT TO FINAL CHANGE. HOME REPRESENTATION AND SHOWING.

TIMBER CREST, LLC

THE LONDON

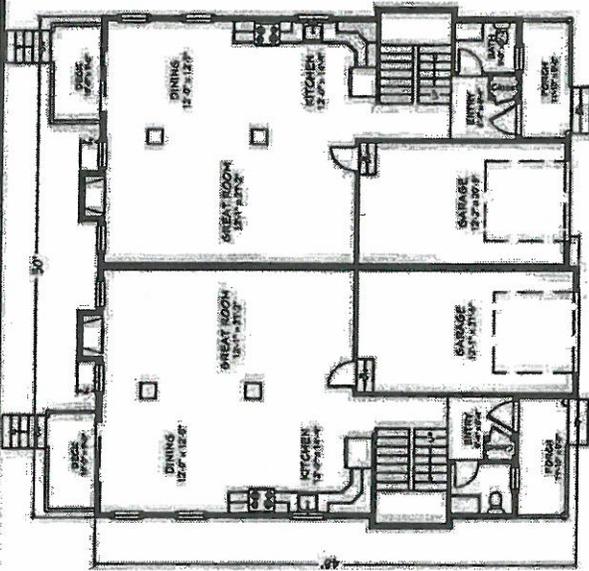
Affordable Plan



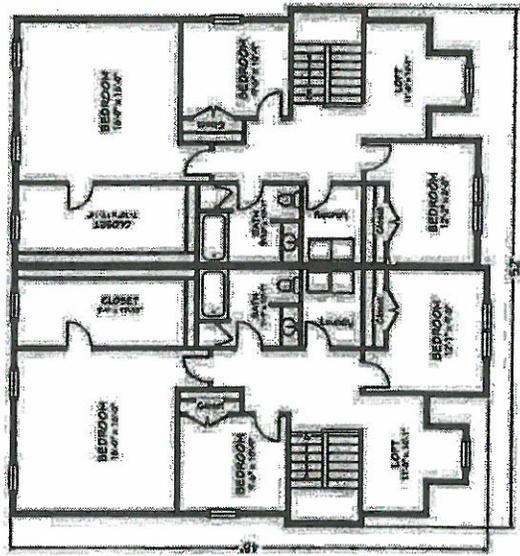
Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



1st Floor



2nd Floor

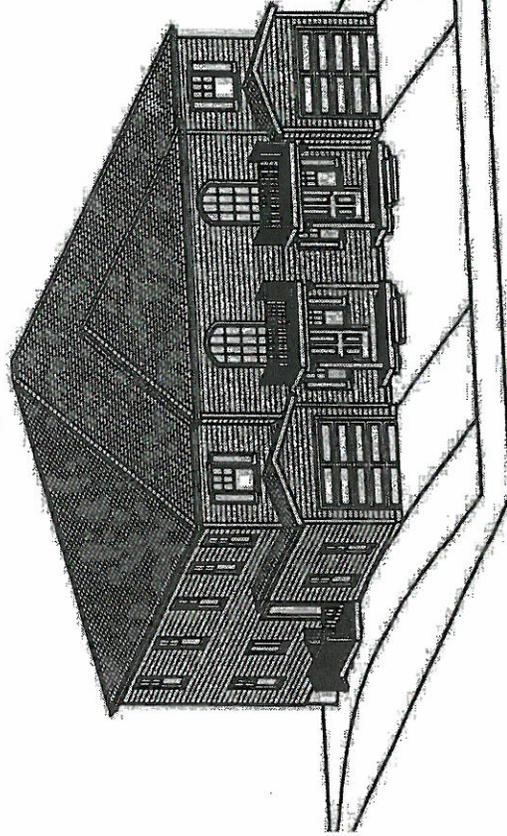
House Features	
Bedrooms	4
Bathrooms	1 1/2
Garages	1

Area Breakdown / House	
First Floor	1180 sq. ft.
Second Floor	2013 sq. ft.
Total Area	3193 sq. ft.

NOTE: PLANS & ELEVATIONS ARE APPROXIMATE & ARE SUBJECT TO MAJOR CHANGE. SOME DIMENSIONS MAY VARY AND WORK SHALL BE AS SHOWN.

TIMBER CREST LLC

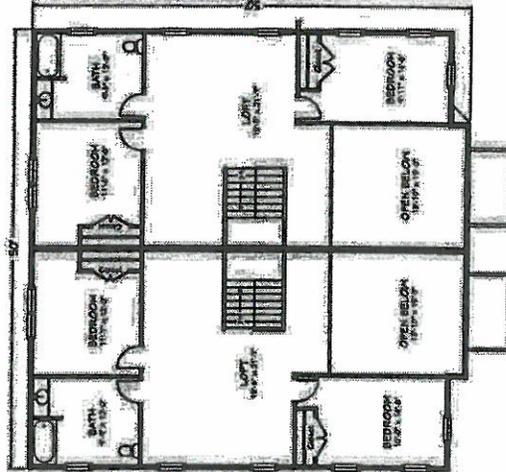
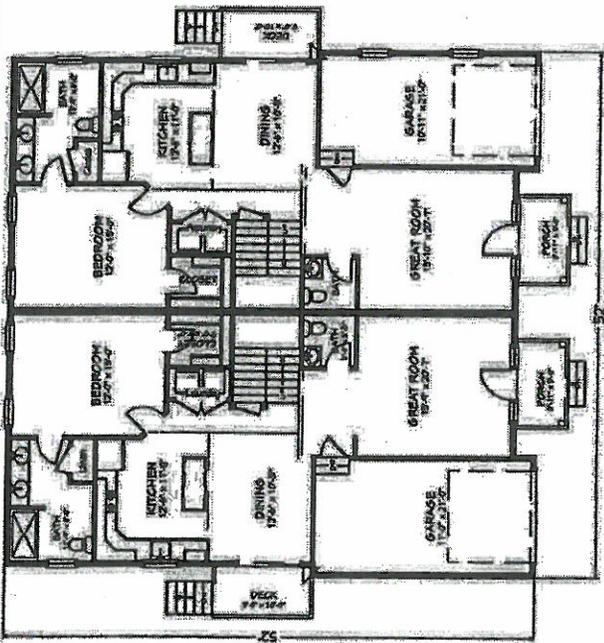
THE O'NEILL



Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



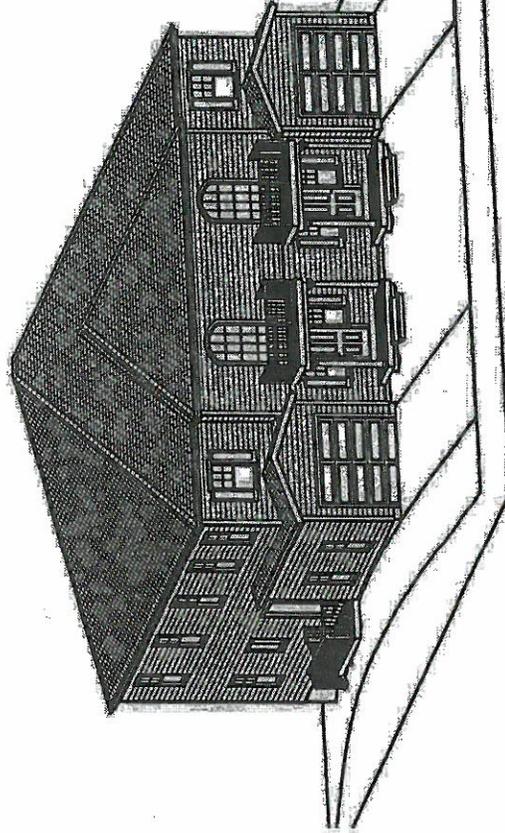
House Features	
Bedrooms	5
Bathrooms	2 1/2
Garage	1

Area Breakdown / House	
First Floor	1051 sq. ft.
Second Floor	1110 sq. ft.
Total Area	2161 sq. ft.

NOTES: PLANS & ELEVATIONS ARE NOT TO SCALE. ALL DIMENSIONS ARE APPROXIMATE. TO SHOW CHANGES, PLEASE CONSULT ARCHITECT. **TIMBER CREST LLC**

THE O'NEILL

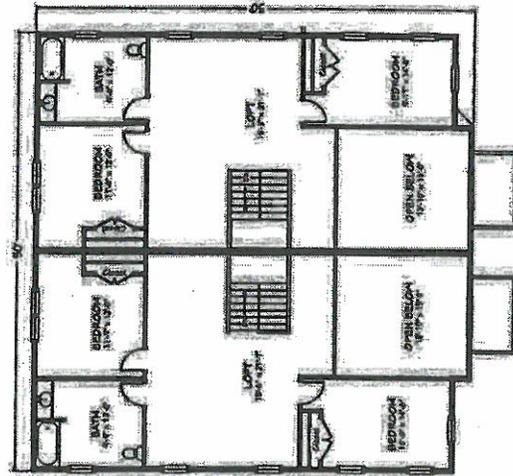
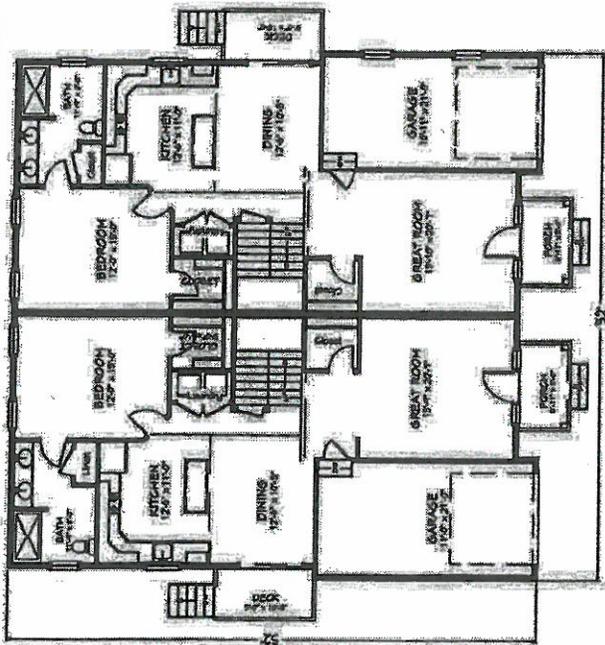
Affordable Plan



Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA



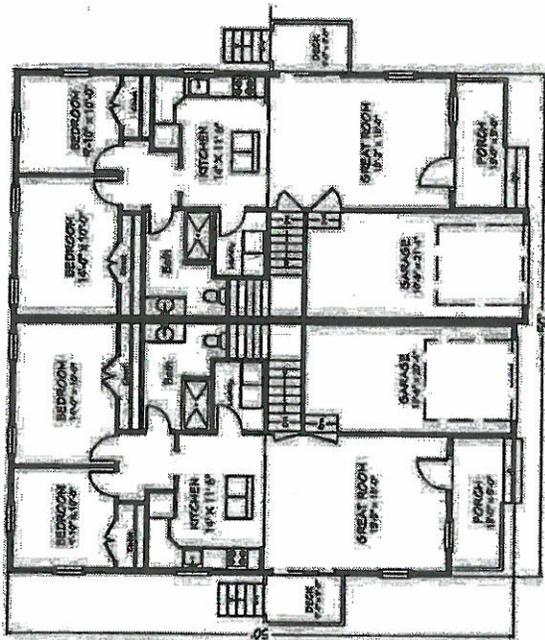
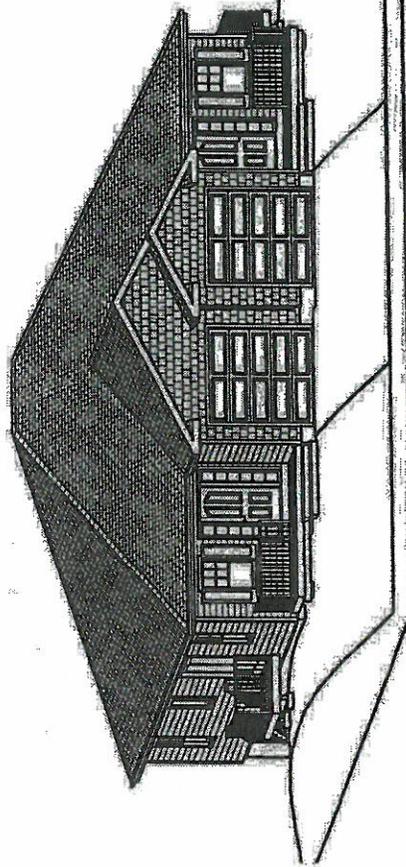
House Features	
Bedrooms	5
Bathrooms	2
Garage	1

Area Breakdown / House	
First Floor	1,041 sq. ft.
Second Floor	1,116 sq. ft.
Total Area	2,157 sq. ft.

NOTE: PLANS & ELEVATIONS ARE SCHEMATICS AND SUBJECT TO MINOR CHANGE FOR REVISIONS AND APPROVALS.

TIMBER CREST, LLC

THE MELVILLE



1st Floor

Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA

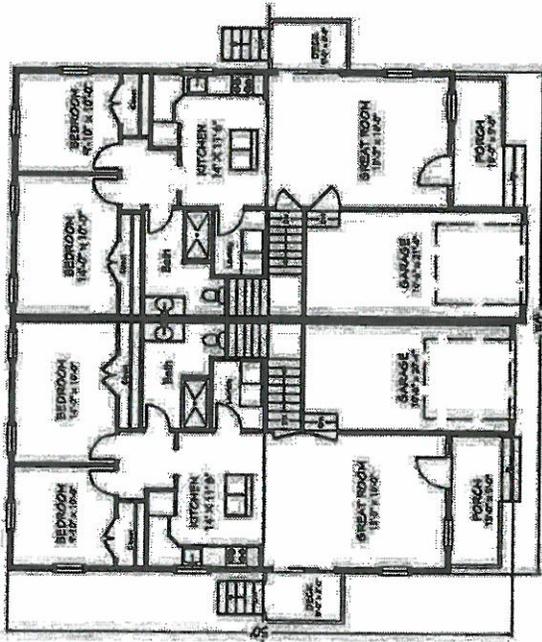
Area Breakdown / House		House Features	
First Floor	437 sq ft	Bedrooms	2
Second Floor	437 sq ft	Bathrooms	1
Total Area	874 sq ft	Garage	1

NOTE: PLANS & DIMENSIONS ARE SUBJECT TO CHANGE. BASED UPON INFORMATION AVAILABLE AT THE TIME OF PRINTING.

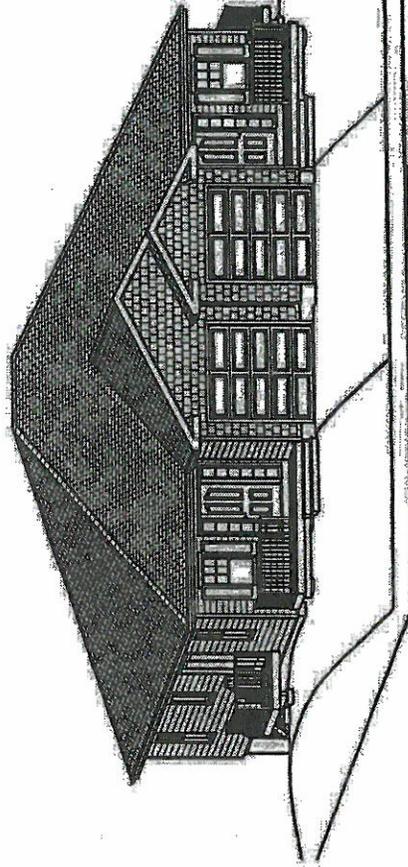
TIMBER CREST LLC

THE MELVILLE

Affordable Plan



1st Floor



Actual grades to be determined on site

TIMBER CREST ESTATES

MEDWAY, MA

Area Breakdown / House		House Features	
First Floor	1,937 sq ft	Bedrooms	3
Second Floor	— sq ft	Bathrooms	1
Total Area	1,937 sq ft	Garage	1

Area Breakdown / House		House Features	
First Floor	1,937 sq ft	Bedrooms	3
Second Floor	— sq ft	Bathrooms	1
Total Area	1,937 sq ft	Garage	1

NOTE: PLANS & ELEVATIONS ARE SCREENED BY THE BUREAU OF PUBLIC WORKS. THIS DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.

TIMBER CREST, LLC

3.3

NARRATIVE DESCRIPTION OF DESIGN

TIMBER CREST ESTATES

NARRATIVE DESCRIPTION OF DESIGN APPROACH

EXISTING SITE CONDITIONS:

Timber Crest Estates is located in the northeasterly section of Medway. The site consists of an assemblage of 9 parcels of land totaling 163.1 acres. The site is bordered by residential areas along Winthrop Street to the west, Fairway Lane to the north, Holliston Street to the east and Fern Path to the South.

The site parcels are further identified on the Assessor Tax Maps as shown in Tab 2 §1.2 of the application binder.

The property is currently mostly wooded, except for a homesite at 102 Winthrop Street and along two utility easements running parallel to each other across the site. One of these easements is for underground natural gas mains for Algonquin Gas Transmission Company and the other is for overhead, electric power transmission lines belonging to Boston Edison. The site topography is relatively gently sloping, characterized by small hills and lower valleys where the wetlands are located.

The wetlands on the site have been delineated, and the wetland lines on the western portion of the site were recently approved by the Medway Conservation Commission, Tab 3 §2.4. The wetlands traverse the site, providing substantial open area. These wetlands drain off site to the northwest, northeast and southwest through different intermittent streams.

The site location is not within any mapped environmentally sensitive areas based on review of MassGIS data, except for one small vernal pool located in the northeast portion of the site. The site is not within any regulatory floodways (i.e., no 100-yr. floodplains), state-designated Outstanding Resource Waters, Areas of Critical Environmental Concern, Zone II of public wells or Zone A of public water supplies, or priority habitat of endangered or rare species as mapped by the MA Division of Fisheries and Wildlife.

Locus, aerial and neighborhood photos are included in the application binder Tab 3.

SITE DESIGN

Timber Crest Estates is somewhat unique as it creates a planned unit development with two separate independent neighborhoods, which are bisected by wetlands and open space. The project consists of 192 housing units, including 76 single family homes on the west portion of the site and 116 condominiums (56 duplex buildings and 4 detached single-family units) on the east portion of the site. The site, as designed by Outback Engineering of Middleborough, MA, has a subdivision roadway entrance for the single family house lots off of Winthrop Street, directly opposite from Stephanie Road. The subdivision roadways loop through the western portion of the site, ending in a cul-de-sac with an emergency access provided to Ohlson Circle, across the property located at 13 Ohlson Circle and owned by Novus Homes LLC (a subsidiary company of Mounir M. Tayara, manager of Timber Crest, LLC). The subdivision lots will be serviced by a gravity sewer extension that will connect to the existing sewer manhole in Buttercup Lane (to be extended approximately 1,000 ft. along town ways to 13 Ohlson

Circle), except several lots near the Winthrop Street will have sewage pumps connected to the new gravity sewer. Town water mains are proposed to be extended by providing a connection between the existing mains in Winthrop Street and Ohlson Circle. Underground cable utilities and natural gas are also to be provided.

The eastern portion of the site containing the condominiums proposes a private roadway system that will connect Fairway Lane to the end of Fern Path. The condominiums will be serviced by a sewer extension that will connect to the existing sewer manhole in Fern Path, requiring a pump station that will be privately maintained by the condominium association to be created. Town water mains are proposed to be extended by providing a connection between the existing mains in Fairway Lane and Fern Path. Underground cable utilities and natural gas are also to be provided.

Several wetland crossings will be required to provide two access points for each portion of the development. Wetland replication areas will be provided at a ratio of 2:1.

The site design features sustainable development technologies to minimize the impact on the environment. It utilizes several low impact/sustainable development techniques in the site design and stormwater management including the following:

- Narrower roadways and short driveways,
- Stormwater retention areas to be designed may make use of roof drains, bioretention areas or rain gardens, grass swales and permeable pavement.
- Use of native plantings that are drought tolerant to minimize water dependence.

ARCHITECTURAL DESIGN

The homes shall be wood-framed with exteriors having minimal maintenance and attractive designs to maximize the marketability and aesthetics of the development. Buyers will have flexibility in choosing from a variety of floor plans and elevations for both the condominium duplex and single family homes designs.

The developments architectural designs and building scale is compatible with the style of homes in the area. The height of the buildings being a maximum of two stories is compatible with the residential buildings in the area. Please refer to Tab 3 §2.3

3.4

**TABULAR ZONING ANALYSIS –
WAIVERS**

**Preliminary Waiver List
Timber Crest Estates
Medway, Massachusetts
March 6, 2015**

The intent of this waiver list is to request all waivers from all of the town's written by-laws, rules, regulations and policies that are necessary to allow the development to be built in accordance with the approved plans. If a specific request has been unintentionally omitted, it is deemed to be requested.

The Applicant reserves the right to amend this request. Should there be any conflict between this list of requested waivers and the plans submitted, the plans will control.

**Planning Board Regulations, Land Subdivision - Chapter 100
Adopted April 26, 2005**

A general waiver is requested to replace Zoning Board wherever the Planning Board is given authority in the regulations. The intent is to build the road according to the material specifications and construction standards of the subdivision regulations. Procedural items administered by the Planning Board should be administered by the Zoning Board as this project is a Comprehensive Permit.

1. Waive the entirety of Sections 1 (General), 2 (Definitions), 4 (Procedure for Submission and Review of Preliminary Plans), 5 (Procedure for Submission and Review of Definitive Plans), 6 (Subdivision Administration), 7 (Design and Construction Standards), and 8 (Administration),
2. Section 1.6.1 Waive requirement for that no subdivision plan shall be approved unless all buildings, structures and lots therein comply with all zoning requirements, unless variances have been issued by the Zoning Board.
3. Section 5.0 Waive requirement of Definitive Subdivision submittal, review, approval and endorsement by the Planning Board.
4. Section 5.2 Waive requirement of Definitive subdivision submittal of all items in Sections 5.5 and 5.7, Definitive Plan filing and plan review to the Planning Board, as well as submittals to the Town Clerk and Board of Health.
5. Section 5.5 Waive requirement of submittals to the Planning Board, including 18 sets of plans under 5.5.1, Form C under 5.5.2, Form D under 5.5.3, receipts of submittals to the Town clerk and Board of Health under 5.5.7 and 5.5.8, and a Stormwater Analysis under 5.5.9, Stormwater System Operation and Maintenance Plan under 5.5.10, Development Impact Report Form F under 5.5.11, a traffic study under 5.5.12, sight distance computations under 5.5.13, ANRAD under 5.5.14 and proof of ownership under 5.5.15, whereby applicant proposes to submit only those items necessary for the Zoning Board to issue a Comprehensive Permit.
6. Section 5.7 Waive requirements for all required plan submittals, whereby applicant proposes to submit plans sufficient for a Comprehensive Permit.
7. Section 5.7.23 and 7.7 Waive requirement for compliance with town stormwater design regulations, whereby applicant proposes to comply with DEP Stormwater Management Standards and standard engineering practices (i.e., assess 2, 10 and 100-yr. design storms to control rate of runoff; site design may also make use of

- Low Impact Development techniques such as permeable pavement, grass swales, bioretention areas; use actual proposed houses instead of 40' x 80' boxes, etc.).
8. Sections 5.8 -5.10 Waive requirements for review by Bd. of Health and other town boards and the Public Hearing process by the Planning Board, where Zoning Board shall act on this plan under the Comp. Permit.
 9. Section 7.7.2.p Waive requirements for drainage basin systems to be on their own lots and set back 30 ft. from lot lines.
 10. Section 7.7.2.r. Waive requirement for double row of plantings at retention basins.
 11. Section 7.9.2.b. Waive the minimum centerline radius for a local street from the requirement of 150 ft. to allow 100 ft., except 40 ft. radius proposed at Road C.
 12. Section 7.9.4.a Waive roadway right of way width of 50 ft. to 40 ft. proposed.
 13. Section 7.9.5.a Waive minimum road grade of 2% to 1%.
 14. Section 7.9.6.a. Waive requirement prohibiting dead end streets
 15. Section 7.9.6.b. Waive requirement limiting dead end streets to 600 ft. max., where proposed subdivision roads are a series of several roads totaling approx. 4,300 linear feet with an emergency access proposed to connect the last cul de sac (Road E) to Ohlson Circle.
 16. Section 7.9.6.e.1. Waive requirement of 24' diameter landscaped island, as other diameter islands and/or permeable pavement may be provided.
 17. Section 7.9.7.g. Waive requirement for local roadway pavement width of 26 ft. to allow 24' pavement on Roads A, C, D, and E and the condominium roads. Where less than 6 homes on the cul de sacs (Roads B, C, D), allow pavement width as required for Neighborhood street at 20' width.
 18. Section 7.10.2 Waive the requirement for sloped granite curbing (Type S-B), and provide 12" wide Cape Cod berm where there are no sidewalks, and provide vertical granite curbing (5" thickness) where the proposed sidewalk is adjacent to the roadway pavement. Waiver to allow 5" thickness, vertical granite curb at roadway intersection with Winthrop Street and Fairway Lane only, with Cape Cod berm at all other intersection roundings.
 19. Section 7.11.2 Waive requirement that no driveway openings be allowed within 65' of road intersection centerlines or within 14' of a catch basin.
 20. Section 7.11.3 Waive maximum grade of 8% for driveways, as may be necessary.
 21. Section 7.13.2 Allow 1 sidewalk at 5-ft. width with no grass strip (6' sidewalk with 6.5' grass strip is required for a local street), as shown on the plans.
 22. Section 7.13.3 Waive requirement to construct sidewalk along project frontage on Winthrop Street, Ohlson Circle and Fern Path where none exists now.
 23. Section 7.19.2 Waive street tree requirements of 3 trees per lot at 40' intervals.
 24. Section 5.7.28 and Waive requirement for 25' high street lights, where street lights are typically not required on town subdivisions. Instead applicant proposes to provide driveway lanterns for each home (approx. 8 ft. height).

Planning Board Development Impact Report

A general waiver is requested from requiring a DIR submittal to the Planning Board, where this subdivision project is to be administered by the Zoning Board and subject to a Comprehensive Permit per MGL Ch. 40B.

**Planning Board Site Plan Review Regulations – Chapter 200
as amended December 3, 2002 (updated December 9, 2002)**

Where a Site Plan may be required for the condominium portion of this project, a general waiver is requested from Planning Board's Site Plan regulations, including but not limited to contents, application and review process, where this project is subject to review by the Zoning Board and a Comprehensive Permit per MGL Ch. 40B.

**Planning Board Scenic Road Work Permit Regulations – Chapter 400
Adopted July 16, 2002 (corrected August 5, 2002)**

Article V. Where Winthrop Street is designated by town as a Scenic Road, a general waiver is requested to replace Zoning Board wherever the Planning Board is given authority in the regulations. Review of stonewall and tree alterations within Winthrop Street to be reviewed as part of the Comprehensive Permit process by the Zoning Board.

Zoning By-law

1. Section V.B.4. To allow dwellings or structures to be erected on lots which have less than 50% of the required minimum lot area for that zoning district comprised of uplands. Proposed minimum lot sizes are 7,500 sq. ft..
2. Section V.B.5. To allow lots with a Shape Factor greater than 22.
3. Section V. C. Site Plan Review and Approval. Waive section in its entirety for the condominium portion of this project where project is subject to a Comprehensive Permit to be issued by the ZBA under MGL Ch. 40B.
4. Section V.E.3. To allow multiple single and two-family houses on a single lot for the condominium portion of the project between Fairway Lane and Fern Path.
5. Section V.E.4. To allow lots with 7,500 sq. ft. minimum area and 50 ft. frontage, except lot 29 shall have 30 ft. (44,000 sq. ft. with 180 ft. frontage required in the AR-I Zoning District, or 22,000 sq. ft. with 150 ft. frontage in AR-II).
6. Section V.E.5. To allow building setbacks as follows: 20' front yard, 7' side, and 10' rear (required yards are 35' front, 15' side and rear).

ZBA Rules and Standards for Comprehensive Permits, dated September 20, 2004

1. Waive all town requirements including, but not limited to, Standard 4 that requires 30 ft. green belt to adjacent residential lots, Standard 7 that requires 30 ft. between buildings, Standard 8 that specifies no building setback waivers are to be granted along Scenic Roads, and town filing and review fees.

**Article XXI of Town General By-laws, General Wetlands Protection
Amended 2014**

1. Section 21.1 Waive town jurisdiction as specified in the wetland by-law, and follow the Massachusetts Wetlands Protection Act and its regulations.
2. Section 21.2(a) Waive jurisdiction over any freshwater wetlands and lands within 100 ft. of any of the other listed resource areas such that these areas shall not be additionally regulated as resource areas under the town by-law, and follow Massachusetts Wetlands Protection Act and its regulations for jurisdictional areas.

3. Section 21.2(b) Waive requirement that no work be allowed within 25 ft. of wetland resource areas, where several wetland crossings for roadways are proposed and other areas of the site involve work within 25 ft. of wetlands.
4. Section 21.4(a) Waive requirement to filing under the town wetland by-law for any work within within jurisdiction, and to follow Massachusetts Wetlands Protection Act and its regulations.
5. Section 21.5 Waive local by-law filing and review fees.

**Rules and Regulations of the Medway Conservation Commission
Amended August 14, 2014**

Waive all local regulations and filing fees, and follow 310 CMR 10.00 et seq.

Water & Sewer Department Regulations

Waive all connection fees for water and sewer extensions and individual services

Building Department Fees

Waive all building permit and inspection fees for affordable homes to be built (49 homes).

3.5

**SUSTAINABLE DEVELOPMENT
PRINCIPALS**



SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name:	Timber Crest Estates
Project Number:	
Program Name:	NEF
Date:	3/4/2015

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

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

Method 1:

Redevelop First

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

If Rehabilitation:

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

Check "X" below if applicable

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

If New Construction:

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

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

Explanation (Required)

The development of 192 homes will help the retail stores located less that 2 miles for the site such as the Medway Shopping Center, 106 Main Street or Medway Commons 65 Main Street

Optional - Demonstration of Municipal Support:

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

Check "X" below if applicable

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

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

Explanation (Required)

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

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

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

(1) Concentrate Development and Mix Uses

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

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

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

Check "X" below if applicable

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

Explanation (Required)

The Massachusetts Comprehensive Permit law, M.G.L. c40B sections 20-23 allows for a compact development that otherwise would not be allowed under the the town's regulations. The proposed development conserves land and creates a communit onto itself.

(2) Advance Equity & Make Efficient Decisions

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

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

Promote development in accordance with smart growth and environmental stewardship.

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

Check "X" below if applicable

Explanation (Required)

Promotes equitable sharing of the benefits and burdens of development. The benefits are shared by the owners of the affordable designated units as well as the market rate units.

(3) Protect Land and Ecosystems

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

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

Check "X" Below

Yes No NA

Check "X" below if applicable

Explanation (Required)

The Comprehensive Permit allows for increased density, thus preserving open space. A wetland delineation survey has been completed which will protect the wetlands.

(4) Use Natural Resources Wisely

Check "X" Below

Yes	No	NA
x		

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

Check "X" below if applicable

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

x
x

Explanation (Required)

Through the efficient use of land and infrastructure we conserve natural resources by reducing waste. The site will be engineered in accordance with DEP low impact design standards.

(5) Expand Housing Opportunities

Check "X" Below

Yes	No	NA
x		

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

Check "X" below if applicable

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

x
x

Explanation (Required)

There are a total of 192 homes to be built, of which 48 (25%) are to designated affordable. The affordable units will be sold to eligible families whose household incomes do not exceed 80% of the median income as adjusted for family size. The balance of the units will meet the needs for people of all abilities, income levels, and household types.

(6) Provide Transportation Choice

Check "X" Below

Yes	No	NA
x		

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

Check "X" below if applicable

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

Explanation (Required)

The site is a surban site. It is less than 10 milte to major connector roads (Routes 405,95 and the Mass Pike) which lead to major places of employment, retail and commerical areas. Places of worship are 3 to 5 miles from the site. MBTA stasion in Franklin and Norfolk are 8 miles from the site.

Check "X" Below

Yes	No	NA
x		

(7) Increase Job and Business Opportunities

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

Check "X" below if applicable

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

Explanation (Required)

The development of the infrastructure and the construction of the homes will create construction jobs. In addition to 192 families that will help to support local business.

(8) Promote Clean Energy

Check "X" Below

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

Check "X" below if applicable

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

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

Explanation (Required)

All of the appliances and heating equipment will have high energy efficient ratings. In addition high efficient insulation ratings and high efficiency heating system.

(9) Plan Regionally

Check "X" Below

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

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

Check "X" below if applicable

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

Explanation (Required)

The proposed development with the designation of 25% of the units being affordable will have a local and regional benefit.

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

4.1

**SITE CONTROL
PURCHASE & SALE AGREEMENTS
DEEDS**

SITE CONTROL

The development as being proposed by the applicant comprises of several parcels of land which are all shown on the tax maps include in Tab 1 of the application. Some of the parcels are owned or controlled by the applicant

Wickett Parcels

A purchase and sale has been entered into by and between Mounir Tayara or nominee as buyer and Henry L. Wickett Sr., Henry L. Wickett Jr., and Henry L Wickett Sr as President of Wickett Development Company, Inc.

The agreement includes the following parcels as identified by the following assessors Maps and Lots.

Assessors Map 14, Lot 5

Assessors Map 14, Lot 20 Ohlson Circle - see attached deed to Novus 8-01-14

Assessors Map 8, Lot 19

Assessors Map 8, Lot 16

Assessors Map 8, Lot 20 Swan parcel

Assessors Map 9, Lot 58

Assessors Map 9 Lot 6

All of the above lots, with the exception of Map 14, Lot 20 have a closing date within 90 days of final definitive approval of the subdivision under MGL Chapter 40B. Swan parcel is now deeded to Henry Wickett.

Ohlson Circle

Assessors Map 8, Lot 20. A quitclaim deed has been granted by Wickett Development Company, Inc to Novus Homes, LLC

Grilli Parcel

Assessors Map 15 Lot 001. A quitclaim deed has been granted by Loreto Grilli and Neide M. Grilli to Timber Crest, LLC dated January 15, 2015.

Pavlik Parcel

Assessors Map 15, Lot 09

A purchase and sale has been entered into by and between Dorothy F. Pavlik, et al. dated November 18, 2014.

Closing date to be 60 days from a final Comprehensive Permit, Chapter 40B.

WICKETT PARCEL
PURCHASE & SALE FOR THE
FOLLOWING PARCELS – REFER TO
THE ATTACHED TAX MAP

ASSESSORS MAP 14 - LOT 005

ASSESSORS MAP 14 - LOT 020

ASSESSORS MAP 09 - LOT 058

ASSESSORS MAP 09 – LOT 006

ASSESSORS MAP 08 - LOT 016

ASSESSORS MAP 08 – LOT 019

ASSESSORS MAP 08 – LOT 020

Henry Wickett
Henry Wickett
Henry Wickett



MASSACHUSETTS ASSOCIATION OF REALTORS

**STANDARD LAND
 PURCHASE AND SALE AGREEMENT (#505)
 (With Contingencies)**

The parties make this Agreement this 10 day of 28 July, 2014. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. **Parties.** Henry Wickett [insert name]
 the "SELLER," agrees to sell and Mounir Fayara or nominee

[insert name], the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **Description Of Premises.** The premises (the "Premises") consist of the land containing approximately 1.32 acres, more or less, described as 13 Ohlson Circle (see addendum) 1.95 acres AND the BACK YARD Medway (see addendum), MA 02053 as more specifically described in a deed recorded in the Registry of Deeds at Book , Page , [Certificate No.] a copy of which is is not [choose one] attached.

3. **Purchase Price.** The purchase price for the Premises is \$2,500,000 (see additional provisions) dollars of which
 \$ 10,000.00 were paid as a deposit with Contract To Purchase; and
 \$ 90,000.00 are paid with this Agreement; and
 \$ 2,400,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire.
 \$ 2,500,000.00 Total

4. **Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Delta Real Estate, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at o'clock m. on the day of see addendum, , at the Registry of Deeds, or at such other time and place as is mutually agreed. **TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT.** Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

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

MASSFORMS

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 Ralph Cavallaro Produced with zipForm® by zipLogic 10070 Finsen Mills Road, Pease, Michigan 49625 www.zipForm.com

mt.

10. Extension Of Time For Performance. If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, ~~about which the SELLER has actual knowledge at the time of signing this Agreement,~~ the SELLER shall not be required to incur costs or expenses totaling in excess of One Hundred Thousand Dollars (\$100,000.00) * to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

*in the case of the back property, or \$2,000.00 in the case of 13 Ohlson Circle.

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

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

~~13. Acknowledgment Of Fee Due Broker. The SELLER and BUYER acknowledge that a fee of _____ (_____) for professional services shall be paid by the SELLER to _____, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agent relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that _____ [insert name], a real estate broker, is seeking a fee from _____ [name of listing broker, seller or buyer, if applicable] for services rendered as a seller's agent buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.~~

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HW HW HW
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X X ll



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

15. **Buyer's Financing.** (Delete if Waived) The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$ _____ at prevailing rates and terms by _____. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by _____ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

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

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent _____

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the

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

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SELLER'S Initials SELLER'S Initials SELLER'S Initials
X X lcl

MASSFORMSSM
Standard Real Estate Forms

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Form No. 305

9/04

overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER Mounir Fayara or nominee SELLER Henry Wickett

19. Counterparts / Electronic Delivery / Construction Of Agreement. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. Additional Provisions:

The \$2,400,000. is to be apportioned as follows:
 \$370,000.00 at closing of house and 1.9 acres on Ohlson Circle
 \$2,030,000.00 at closing of "back parcel" with frontage on Winthrop Street and access off Fairway Lane.

The attached Addendum is incorporated herein by reference and contains essential terms to this agreement.

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

Mounir Fayara 7/10/14
 BUYER Date
 Mounir Fayara or nominee

Henry L. Wickett Sr
 SELLER Date X
 Henry L. Wickett, Sr.

BUYER Date

Henry L. Wickett Jr 7.30.14
 SELLER, or spouse Date X
 Henry L. Wickett, Jr.

BUYER Date

Henry L. Wickett Jr PRE
 SELLER, of spouse Date *lee*
 Wickett Development Company, Inc.

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

5 _____ Date

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

HW HW HW
 SELLER'S Initials SELLER'S Initials SELLER'S Initials
 X X *lee*

MASSFORMSSM

©1999, 2000, 2002, 2012 MASSACHUSETTS ASSOCIATION OF REALTORS®
 Produced with eSignature by eSign: 10270 PPower MCo Prod, Framm, Michigan 48106 Jane.McLellan

Form No. 505
 1/05

Addendum to Purchase and Sale Agreement between Mounir Tavara or assignee, as Buyer and Henry L. Wickett, Sr., Henry L. Wickett, Jr. and Wickett Development Company, Inc., as Seller
7.11.14

Property:

Approximately 132 acres plus or minus at 13 Ohlson Circle with frontage on Winthrop Street and access off Fairway Lane. Also, the seller agrees to include any interest they have in surrounding properties that abut the 132 acres. The premises includes all property shown on Medway Assessor's Map 14, Lot 5; Map 14, Lot 20; Map 8, Lot 19; Map 8, Lot 16; Map 8, Lot 20; Map 9, Lot 58 and Map 9, Lot 6. Said parcels are more particularly described in deeds to the various sellers recorded with Norfolk County Registry of Deeds in Book 6607, Page 537; Book 9742, Page 202; Book 13071, Page 203; Book Book 22145, Page 114; and Book 24353, Page 563. The Seller's represent that they have the contractual right to purchase property at 102 Winthrop Street owned by John B. Swan, Jr. and Barbara J. Swan more particularly described in a deed recorded with said Deeds in Book 5176, Page 526, and that said parcel is to be included in the premises conveyed to Buyer in accordance with the terms hereof.

Feasibility Study Period On Back parcel

At no cost to the Seller, the Buyer shall, for a period of 90 days from the date of signing the Purchase and Sale Agreement, make studies of the economic, physical/accessibility and environmental and/or desirability of development of the "back property" DEFINED AS THE 130 ACRES +/- NOT INCLUDING THE 1.95 ACRES, 13 OHLSON CIRCLE PARCEL. In the event that the Buyer determines for whatever reason, and at his sole discretion that the development of the back property is not feasible, the Buyer shall have the right to not proceed with the purchase and closing of the "back property" by written notice to the Seller prior to the expiration of the feasibility study period and receive a refund of \$90,000, that portion of the deposit allocated to the "back property." Seller shall give Buyer complete access to the premises prior to closing and shall give full permission and authority to all engineering firms that have dealt with Seller with respect to possible development of the premises to disclose, discuss and share any information they may have concerning the premises or its proposed development. Seller shall be responsible for payment for all engineering work done prior to the date of this agreement, but shall give all plans and engineering work to Buyer without payment of additional consideration by Buyer.

Partitioning of Property:

The Buyer intends to subdivide the back property into a residential project pursuant to either Massachusetts General Laws, Chapter 40A or Chapter 40B to consist of not less than 120 residential building lots. The Seller acknowledges that the Buyer intends to start the approval process while the property is under agreement.

The Seller agrees to cooperate with the Buyer in obtaining such permits and approval and to execute any and all documents and applications required by public agencies (local, state and federal) to obtain the same with clear understanding that it shall be the Buyer's responsibility and obligation to construct all improvements and to post necessary security as required by the Town of Medway, and of its

M.T.

Henry Wickett Sr.
Henry Wickett Jr.

boards or agencies and the Buyer's obligations to prepare the file and bear the costs of obtaining such approvals and permits. Seller shall provide Buyer with an unrestricted power of attorney to facilitate the granting of all necessary approvals needed for Buyer's proposed development of the premises.

Purchase of 13 Ohlson Circle Parcel.

The buyer acknowledges that the seller is willing to sell the entire parcel of 132 acres plus or minus to the buyer because of the buyer's willingness to close on a portion of that land (13 Ohlson Circle, Medway, MA, shown on Assessor's Map 14, Lot 20) sooner rather than later. The buyer agrees to close on the 13 Ohlson Circle parcel which includes approximately 1.95 acres of land and a house that is currently rented on or before July 25, 2014. Said property shall be delivered vacant and free of all tenants or occupants, or subject to a tenancy agreement approved by Buyer.

The seller will deliver a good and sufficient deed for this 1.95 acre parcel conveying a good and clear marketable title. It is to be sold "as is" with the house in its current condition. Notwithstanding the foregoing, Buyer shall be given access to the interior of the house within seven days from the signing of this agreement by all parties in order to conduct his own inspections thereof. If Buyer is not satisfied with the results of his inspection, he may elect to terminate this agreement by notice to Seller whereupon all deposits shall be returned to him forthwith and all further obligations under this agreement shall cease. After the buyer's inspection and the condition of 13 Ohlson Circle is deemed satisfactory, if for any reason the buyer does not close on the 13 Ohlson Circle by July 25, 2014, the seller may terminate this agreement and retain \$10,000 of the deposit as liquidated damages, the remaining \$70,000 of the deposit will be returned to the buyer at which point the agreement will become null and void. The buyer agrees to pay the seller \$370,000 of the purchase price at this first closing. At the closing the buyer and seller agree that an easement for sewer, water, drainage, utilities, and access, connecting the back land to Ohlson Circle will be retained by the seller. The location of the easement through the lot will be determined by mutual agreement of the Seller and Buyer, said location to be reasonably based on the conditions and topography of the site but in any event shall be located along one of the existing side lot lines of the 13 Ohlson Circle property, and shall not cause 13 Ohlson Circle to become a nonconforming lot. * See purchase option Addendum #2

see
Henry W.
MT
\$70,000

see
Henry W.
MT
* See purchase option Addendum #2

The Buyer shall have the obligation to close on this parcel, 13 Ohlson Circle, on the July 25, 2014 closing date without exception, excepting matters which concern the Seller's obligation to convey a good, clear and marketable title on the 1.95 acre Ohlson Circle parcel. The contingencies for the feasibility studies and approvals outlined above only apply to the "back property", not on the 13 Ohlson Circle 1.95 acre parcel.

Delivery of Deed at a Second Closing, on the "back property"

The closing on the "back property" shall be within 90 days of final definitive approval of the subdivision under MGL chapter 40A or 40B for not less than 120 residential building lots and the expiration of all appeal periods for said subdivision. If approval is obtained for less than the 120 lots, the buyer will have the option to close on the back property without deduction in price.

MT
Henry W.
see

The Swan Parcel

It is herein acknowledged that the seller has a signed Purchase and Sale Agreement to purchase a parcel of land (The Swan Parcel) with frontage on Winthrop Street, Medway, MA. It is understood that this parcel is important to the development of the back property and is part of the 132 acres the seller is agreeing to sell to the buyer. And, it is important that the closing for the Swan Parcel take place as soon as possible.

To acquire the Swan Parcel, the buyer (Mounir Tayara, or his nominee) agrees to fund the purchase with a loan of \$400,000 to the seller (Wickett). This loan will carry interest at a 5% APR not compounded but it is understood that Wickett will not have to make interest payments. The interest will accrue and be a credit to the buyer at the closing of the back property. Interest will be charged and accrue as follows 5% APR for the first year, 4 % for the second year and 3% APR thereafter Wickett agrees to take title to the Swan Parcel and give a \$400,000 mortgage to the buyer (Mounir Tayara) to secure the loan.

The closing for the Swan Parcel will take place after the expiration of the 90 day feasibility study and the buyer has made the determination that the project is feasible. The Buyer agrees to close on the loan for the Swan Parcel purchase within 30 days of the expiration of the feasibility Study time period in order to allow the Seller to purchase the Swan Parcel. If for any reason the approvals for the proposed subdivision are not granted, or are nullified due to a successful appeal thereof, the Buyer may terminate his remaining obligations under this agreement by written notice to the Seller, whereupon all unapplied deposits shall be returned to the Buyer forthwith and Seller shall have 120 days from said notice to repay the \$400,000 mortgage on the Swan property (including any accrued interest) to the Buyer. Buyer shall retain the 13 Ohlson Circle property and Seller shall retain (subject to their obligations to repay the aforementioned mortgage) the Swan property and the other parcels described herein (other than the 13 Ohlson Circle property).

Buyer Mounir Tayara 2/10/2014
Mounir Tayara or assignee

Seller Henry L. Wickett, Sr.
Henry L. Wickett, Sr.

H. Wickett
Wickett

Henry L. Wickett, Jr.

Henry L. Wickett, Jr.

Henry L. Wickett, Jr.

Wickett Development Company, Inc., by Henry L. Wickett, its President and Treasurer

H. L. Wickett, Jr.
Wickett

Addendum #2

RE-PURCHASE OPTION

If Buyer does not purchase the "Back Property", Seller may elect to re-purchase the 13 Ohlson Circle property from Buyer for \$370,000, by giving written notice to Buyer of Seller's intention to do so no later than 60 days after: (a) Buyer has notified Seller that Buyer is not completing the purchase of the "Back Property" or (b) Buyer has failed to purchase the "Back Property" within the time frame set forth in Addendum #1.

If Seller so elects to exercise this option to re-purchase the 13 Ohlson Circle property, Buyer shall, at the Norfolk County Registry of Deeds at 1:00 p.m. on the first business day (meaning a day on which said Registry is open for recordings) occurring not less than the later of: (a) 60 days after Seller's notice to Buyer, or (b) six months following buyer's purchase of 13 Ohlson Circle, deliver to Seller a quitclaim deed conveying good, clear record and marketable title to Seller, subject only to the encumbrances of record as had existed as of the time of the conveyance from Seller to Buyer.

At the time of such closing, Buyer shall deliver to Seller full possession of said property, free of all tenants and occupants (except those tenants or occupants, which had occupied the property subject to a tenancy approved by Buyer at the time that Buyer purchased said property), and the premises shall then be in broom clean condition and in the same condition as it was when purchased by Buyer, reasonable use and wear thereof excepted. Notwithstanding anything stated herein to the contrary, Buyer shall cause all mortgages, deeds of trust and security interests affecting the 13 Ohlson Circle property to be satisfied and released prior to or simultaneously with the conveyance to Seller.

All transfer and sales and other taxes and recording and other fees payable as a consequence of the purchase shall be borne by the party responsible therefor customarily in Massachusetts. Buyer shall not be responsible for payment of any broker's fees in connection with Seller's exercise of its option to re-purchase the property.

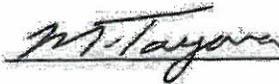
Real estate taxes and water and sewer charges, shall be adjusted as of the time of closing and there shall be no other adjustments between Buyer and Seller.

The aforementioned re-purchase option shall not be affected by a condemnation of the property, but in such an event, the purchase price shall be adjusted proportionately. In the event that a condemnation proceeding is commenced affecting the property or there is a fire or other casualty damage to the property subsequent to the exercise by Seller of Seller's option, Seller shall have the right to cancel the exercise of the re-purchase option upon notice to Buyer to that effect prior to the closing of the re-purchase as though Seller had never exercised the re-purchase option.

Buyer agrees that upon the request of Seller to execute and deliver a notice of the re-purchase option in form acceptable for recording at the applicable registry of deeds; provided however, in the event such a notice is not accepted for recording at the applicable registry of deeds, Buyer agrees, upon request by Seller, to execute and deliver to Seller for recording a mortgage securing Buyer's obligations under this section. Buyer covenants that it will not make a mortgage, deed of trust or security interest affecting the 13 Ohlson Circle property which secures indebtedness (including any interest or penalties thereon) exceeding \$370,000 unless and until the period of time in which Seller may exercise its re-purchase option has expired.

If the re-purchase option is exercised by Seller, Buyer and Seller agree to execute, acknowledge and deliver such documents and instruments would be reasonable and customary in the Commonwealth of Massachusetts in order to effectuate such a transaction.

Time is of the essence of this re-purchase option.

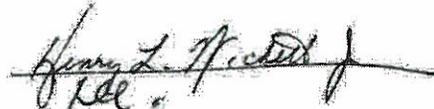


Buyer



Seller





SWAN PARCEL

**Deed into Henry Wickett from Swan
Parcel included in P&S from Wickett to
Mounir Tayara**

Bk 32754 P363 #108028
12-09-2014 @ 12:06P

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
Date: 12-09-2014 @ 12:06pm
Ct#: 858 Doc#: 108028
Fee: \$1,824.00 Cont: \$400,000.00

QUITCLAIM DEED

I, BARBARA J. SWAN, a single person, of Holliston, Middlesex County, Massachusetts
for consideration paid, and in full consideration of FOUR HUNDRED THOUSAND AND
00/100 (\$400,000.00) DOLLARS

grant to HENRY WICKETT, individually
of 38746 Clinton Avenue, Dade City, Florida

th quitclaim covenants

The land in Medway, Norfolk County, Massachusetts, together with the buildings thereon,
situated on the Easterly side of Winthrop Street, bounded and described as follows:

- WESTERLY by Winthrop Street, 680 feet;
- SOUTHERLY by land now or formerly of Howland, by a stone wall, 300 feet;
- EASTERLY by land now or formerly of Cutler, by a stone wall, 375 feet;
- SOUTHERLY again by said land now or formerly of Cutler and by a stone wall, 1120 feet;
- EASTERLY again by said land now or formerly of Cutler, 300 feet, and
- NORTHERLY by land now or formerly of James P. Winchester et ux. 1375 feet.

Be all of said measurements more or less, or however otherwise said premises may be measured,
bounded or described.

There are excepted and excluded from the above described premises Lots 1 and 2 shown on the
plan entitled "Plan of Land in Medway, Mass. Property of David J. Morison et ux" dated
November 1, 1956 by Schofield Brothers, Reg. Civil Engrs., which plan is recorded with Norfolk
Registry of Deeds in Book 3521, Page 397, for a more particular description of said Lots 1 and 2,
reference is hereby made to said plan.

Grantor hereby voluntarily releases any and all rights of homestead in and to the property to
which they may be entitled under the laws of the Commonwealth of Massachusetts and state that
no other person is entitled to any homestead rights in said property.

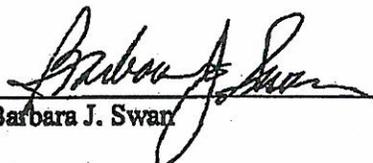
Premises are conveyed subject to easements of record and rights of way of record insofar as the
same may be in force and applicable.

For Grantor's title, see Deed recorded with Norfolk Registry of Deeds in Book 5176, Page 526.
See also death certificate of John Swan, Jr. recorded herewith.

Property: 102 Winthrop Street, Medway, MA 02053

Quitclaim Deed
102 Winthrop Street
Medway, MA 02053

Executed as a sealed instrument this 19th day of November, 2014.

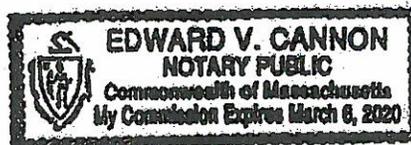

Barbara J. Swan

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss:

On the 19th day of November, 2014, before me, the undersigned notary public, personally appeared Barbara J. Swan, proved to me through satisfactory evidence of identification, which was her driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public



ASSESSORS PLAT 14-020 (13 OHLSON CIRCLE)

DEED

WICKETT DEVELOPMENT COMPANY

TO NOVUS HOMES, LLC

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
Date: 08-01-2014 @ 03:43pm
Ct# 1540 Doc# 65553
Fee \$1,687.20 Cons \$370,000.00

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

QUITCLAIM DEED

WICKETT DEVELOPMENT COMPANY, INC., a Massachusetts corporation, having an address of 38746 Clinton Avenue, Dade City, Florida 33525,

in consideration of THREE HUNDRED SEVENTY THOUSAND and 00/100 (\$370,000.00) DOLLARS,

GRANTS to NOVUS HOMES, LLC, a Massachusetts limited liability company, having an address of 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035,

WITH QUITCLAIM COVENANTS,

The land with the buildings thereon in Medway, Norfolk County, Massachusetts on the Northeasterly side of Ohlson Circle and being shown as Lot 214 on the plan entitled "Sect II Lovering Farms at Medway", Subdivision Plan of Land in Medway, Mass., Owned by Natick Five Cents Savings Bank, dated April 6, 1972, prepared by Guerriere & Halnon, Inc., Engineering and Land Surveying," and recorded with the Norfolk County Registry of Deeds as Plan No. 666-C of 9, 1972, Plan Book 232, and being more particularly bounded and described as follows:

- SOUTHWESTERLY by Ohlson Circle, 180.00 feet;
- NORTHWESTERLY by Lot 213, as shown on said plan, 510.54 feet;
- NORTHEASTERLY by land of George F. Pavlik, 186.46 feet; and
- SOUTHEASTERLY by land of George F. Pavlik and by Lot 215, as shown on said plan, 443.64 feet.

Containing according to said plan, 85,031 square feet.

Said premises are conveyed together with the right to use the streets and ways shown on said plan for all purposes for which streets and ways are commonly used in the Town of Medway in common with all others lawfully entitled thereto.

Premises: 13 Ohlson Circle, Medway, Massachusetts

Sid premises are conveyed subject to and with the benefit of all easements and restrictions of record insofar as the same may be applicable.

Meaning and intending to convey the same premises conveyed to the Grantor by deed of Henry L. Wickett, Sr. dated February 25, 2014 and recorded with the Norfolk County Registry of Deeds in Book 32098, Page 474.

This conveyance is made in the ordinary course of Grantor's business and does not represent the sale of all or substantially all of the Grantor's assets in the Commonwealth of Massachusetts.

Signed as a sealed instrument this 1st day of August, 2014.

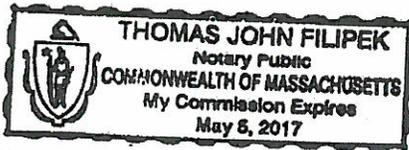
WICKETT DEVELOPMENT COMPANY, INC.

By: *Henry L. Wickett, Sr.*
Name: Henry L. Wickett, Sr.
Title: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On August 1, 2014, before me, the undersigned notary public, personally appeared Henry L. Wickett, Sr., President and Treasurer as aforesaid, who has proved to me through satisfactory evidence of identification, which was his Florida driver's license the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Wickett Development Company, Inc., a Massachusetts corporation.



A1101398.2

Thomas John Filipek
Thomas John Filipek - Notary Public
My commission expires: May 5, 2017

A true copy from Lib. 32449 Fol. 425
in Norfolk County Registry of Deeds
Dedham, MA
2 Certify: *William P O'Donnell*
Register

ASSESSORS PLAT 14-020
REAR PORTION (13 OHLSON CIRCLE)

PURCHASE & SALES

NOVUS HOMES, LLC (SELLER)
TIMBER CREST, LLC (BUYER)

PURCHASE AND SALE AGREEMENT

This 18 day of March, 2015

1. PARTIES AND MAILING ADDRESSES

NOVUS HOMES, LLC, a Massachusetts limited liability company, having its principal place of business at 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035 Hereinafter called the SELLER, agrees to SELL and TIMBER CREST, LLC, a Massachusetts limited liability company, having its principal place of business at 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035 Hereinafter, called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Land in Medway, Norfolk County, Massachusetts on the Northeasterly side of Ohlson Circle and being a portion of Lot 214 shown on the plan entitled "Sect II Lovering Farms at Medway", Subdivision Plan of Land in Medway, Mass., Owned by Natick Five Cents Savings Bank, dated April 6, 1972, prepared by Guerriere & Halnon, Inc., Engineering and Land Surveying, and recorded with the Norfolk County Registry of Deeds as Plan No. 666 of 1972, Plan Book 232. It is expressly understood that SELLER shall retain that portion of said Lot 214 which contains the house located thereon (known as and numbered 13 Ohlson Circle) and a portion of land which is necessary for the house and remaining lot to continue to conform to local zoning by-laws and sufficient to obtain an ANR plan through the local planning board. The SELLER shall grant an easement to BUYER over the portion of Lot 214 sufficient for emergency access to the portion conveyed to Buyer and other land of BUYER to be included in BUYER's proposed M.G.L. Chapter 40B development. For SELLER's title, see deed of Wickett Development Company, Inc. recorded with Norfolk County Registry of Deeds in Book 32449, Page 424.

3. IMPROVEMENTS

[Intentionally Deleted]

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises for inclusion in a residential M.G.L. Chapter 40B development.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is One Hundred Thousand (\$100,000.00) Dollars, of which

\$ 1.00 has been paid as a deposit this day; and

\$ 99,999.00 is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, or bank check(s)

\$ 100,000.00 TOTAL

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- TIME FOR PERFORMANCE; DELIVERY OF DEED**
- Such deed is to be delivered at 1:00 o'clock P. M. on the tenth business day occurring at least 60 days from the date that the appropriate board of the Town of Medway issues a final Comprehensive Permit under Massachusetts General Laws, Chapter 40B at the offices of the BUYER'S counsel at 32 Norfolk Avenue, South Easton, Massachusetts, unless otherwise agreed upon in writing. For the purposes hereof, a "business day" shall be a day on which the Norfolk County Registry of Deeds is open for recordings. It is agreed that time is of the essence of this agreement.
- 9. POSSESSION AND CONDITION OF PREMISE**
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with the provisions of any instrument referred to in clause 4 hereof.
- 10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**
- If the SELLER shall be unable to give title or make conveyance, 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, then the SELLER shall use reasonable efforts to remove any defects in title, 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 until such time as the title is clear and marketable and insurable.
- 11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**
- 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, or if at any time during the period of this agreement or any extensions thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease, at the option of the BUYER, and this agreement shall be void and without recourse to the parties hereto.
- 12. BUYER'S ELECTION TO ACCEPT TITLE**
- 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 their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
- 13. ACCEPTANCE OF DEED**
- The acceptance of a deed by the BUYER or his nominee as the case may be, 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.
- 14. USE OF MONEY TO CLEAR TITLE**
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or reasonably soon thereafter in accordance with customary conveyancing practice.
- 15. INSURANCE**
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | | <u>Type of Insurance</u> | <u>Amount of Coverage</u> |
|-----|--------------------------|---------------------------|
| (a) | Liability | \$ LAND ONLY |
| (b) | | |

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M.F.

- ADJUSTMENTS
- Water charges, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. SELLER'S AND BUYER'S REPRESENTATION
- The Seller represents, covenants and warrants that the Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement. Buyer represents, covenants and warrants that Buyer has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement.
19. BROKER'S FEE
- [Intentionally Deleted]
20. BROKER(S) WARRANTY
- [Intentionally Deleted]
21. DEPOSIT
- All deposits made hereunder shall be held and used by SELLER subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. The SELLER shall have no obligation to pay BUYER interest on said deposits.
22. BUYER'S DEFAULT; DAMAGES
- If the BUYER shall fail to fulfill the BUYER's obligations under this Agreement, or shall breach the terms of this Agreement, then all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the sole and exclusive remedy of the SELLER at law or in equity for BUYER's default.
23. RELEASE BY HUSBAND OR WIFE
- [Intentionally Deleted]
24. BROKER AS PARTY
- [Intentionally Deleted]
25. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE, except as stated herein.
27. CONSTRUCTION OF AGREEMENT
- This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.



ADDITIONAL
PROVISIONS

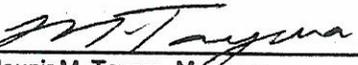
The initialed riders, if any, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED
LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

NOVUS HOMES, LLC (Seller)

TIMBER CREST, LLC (Buyer)

By: 
Mounir M. Tayara, Manager

By: 
Mounir M. Tayara, Manager

GRILLI PARCEL
ASSESSORS MAP 15-001
DEED FROM LORETO GRILLI AND
NEIDE M. GRILLI
TO
TIMBER CREST LLC.

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

Bk 32841 P#560 #3998
01-15-2015 @ 03:03p

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

SEE PLAN FILED IN

PLAN BOOK 636 PAGE 75

MASSACHUSETTS STATE EXCISE TAX
Norfolk Registry of Deeds
Date: 01-15-2015 @ 03:03pm
Ct14: 1320 Doc#: 3998
Fee: \$273.60 Cons: \$60,000.00

QUITCLAIM DEED

LORETO GRILLI and NEIDE M. GRILLI, in consideration of SIXTY THOUSAND and 00/100 (\$60,000.00) DOLLARS,

GRANT to TIMBER CREST, LLC, a Massachusetts limited liability company having an address of 400 Foxborough Boulevard, Unit 8306, Foxborough, Massachusetts 02035 ("Grantee"),

WITH QUITCLAIM COVENANTS,

The land with the buildings thereon in Medway, Norfolk County, Massachusetts described as follows:

Parcel 2A as shown on a plan entitled "Plan of Land in Medway, MA" dated August 20, 2014, revised September 5, 2014, prepared by Colonial Engineering, Inc., and being recorded with the Norfolk County Registry of Deeds as Plan Book 636 of _____, in Plan Book page 75.

Containing 4.928 acres, more or less, according to said plan.

Meaning and intending to convey a portion of the premises conveyed to us by deed of George B. Dill dated June 5, 1989 and recorded with the Norfolk County Registry of Deeds in Book 8335, Page 7.

Signed as a sealed instrument this 15th day of January, 2015.

Loreto Grilli

Loreto Grilli

Neide M. Grilli

Neide M. Grilli

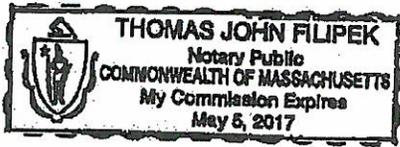
Premises: 153R Holliston Street, Medway, Massachusetts

2

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On January 15, 2015, before me, the undersigned notary public, personally appeared Loreto Grilli, who has proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

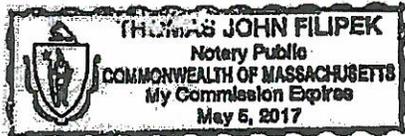


Thomas John Filipek
Thomas John Filipek, Notary Public
My commission expires: May 5, 2017

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On January 15, 2015, before me, the undersigned notary public, personally appeared Neide M. Grilli, who has proved to me through satisfactory evidence of identification, which was her Massachusetts driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Thomas John Filipek
Thomas John Filipek - Notary Public
My commission expires: May 5, 2017

Faint, illegible text or stamp at the bottom of the page.

PAULIK PARCEL

PARCEL 15-09

DOROTHY PAULIK

P&S AGREEMENT

15-09

PURCHASE AND SALE AGREEMENT

This 18th day of November 2014 *mt. JAP TP SP*

1. PARTIES AND MAILING ADDRESSES

DOROTHY F. PAVLIK, of 134 Holliston Street, Medway, Massachusetts 02053, SUSAN J. PAVLIK, of 134 Holliston Street, Medway, Massachusetts 02053, NANCY P. RUSSELL, of 117 Monroe Street, Douglas, Massachusetts 01516, JAMES A. PAVLIK, of 72 Ocean Hill Drive, Kingston, Massachusetts 02360 and THOMAS F. PAVLIK, of 19 Center Street, Medway, Massachusetts 02053 Hereinafter called the SELLER, agrees to SELL and MOUNIER TAYARA, or his nominee, of 400 Foxborough Boulevard, Unit 8306 Foxborough, Massachusetts 02035 Hereinafter, called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Parcel A: The land in Medway, Norfolk County, Massachusetts, located at 143 Holliston Street, being shown on a plan drawn by Eagle Surveying and Engineering, Inc., Surveyors, dated July 7, 1989, a copy of a portion of which is filed at the Norfolk County Registry of Deeds as Plan No. 388 of 1995, Plan book 431, consisting of approximately 19 acres of land, together with the right to use the Way (private), as shown on said plan to and from said land and Holliston Street, in common with others, and being the land described in deed of Dorothy F. Pavlik dated April 9, 2007 and recorded with Norfolk County Registry of Deeds in Book 24701, Page 7.

Parcel B: The land in Medway, Norfolk County, Massachusetts described as 147 R Holliston Street, having an Assessors Parcel ID of 15-005-0065, consisting of approximately 4 acres of land and being the "tract of meadow land" described in deed of Milada M. Kugel to George Pavlik dated April 21, 1986 and recorded with Norfolk County Registry of Deeds in Book 7062, Page 53.

3. IMPROVEMENTS

[Intentionally Deleted]

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said premises for residential M.G.L. Chapter 40B development.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Hundred Fifty Thousand (\$250,000.00) Dollars, of which

\$	10,000.00	has been paid as a nonrefundable down payment this day; and
\$	240,000.00	(less an agreed credit to Buyer of \$5,000 in return for Buyer's agreement to pay taxes per Clause 16 hereof) is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, or bank check(s)
\$	250,000.00	TOTAL

mt.

*JAP TP SP
MT JAP*

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 1:00 o'clock P. M. on the earlier of (a) three (3) years from the date hereof (unless extended in accordance with Clause 29 of Addendum A); or (b) the first business day occurring at least 60 days from the date that the appropriate board of the Town of Medway issues a final Comprehensive Permit under Massachusetts General Laws, Chapter 40B at the offices of the BUYER'S counsel at 32 Norfolk Avenue, South Easton, Massachusetts, unless otherwise agreed upon in writing. For the purposes hereof, a "business day" shall be a day on which the Norfolk County Registry of Deeds is open for recordings. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with the provisions of any instrument referred to in clause 4 hereof.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or make conveyance, 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, then the SELLER shall use reasonable efforts to remove any defects in title, 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 until such time as the title is clear and marketable and insurable.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

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, or if at any time during the period of this agreement or any extensions thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, and all obligations of the parties hereto shall cease, at the option of the BUYER, and this agreement shall be void and without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

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 their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, 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.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or reasonably soon thereafter in accordance with customary conveyancing practice.

15. INSURANCE

Until the commencement of any activity on the property, excluding wetland flagging and survey work, the SELLER shall maintain insurance on said premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Liability	\$ LAND ONLY

BUYER will provide liability insurance prior to the commencement of any work on the property (excluding

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wetland flagging and survey work), and will name the owners of record as additionally insured.

16. ADJUSTMENTS
Buyer shall pay all real estate taxes, when due, from the time that this agreement is fully executed until he accepts delivery of a deed or until he terminates the agreement in accordance with its terms. If terminated, Seller shall have no obligation to repay Buyer for any real estate taxes paid by Buyer.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
[Intentionally Deleted]
18. SELLER'S AND BUYER'S REPRESENTATION
The Seller represents, covenants and warrants that the Seller has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement. Buyer represents, covenants and warrants that Buyer has the legal right, power and authority to enter into this agreement and to perform all of its obligations under this agreement.
19. BROKER'S FEE
[Intentionally Deleted]
20. BROKER(S) WARRANTY
[Intentionally Deleted]
21. DEPOSIT
All deposits made hereunder shall be non-refundable as of the time of payment but shall be duly accounted for at the time for performance of this agreement.
22. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's obligations under this Agreement, or shall breach the terms of this Agreement, then all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the sole and exclusive remedy of the SELLER at law or in equity for BUYER's default.
23. RELEASE BY HUSBAND OR WIFE
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
24. BROKER AS PARTY
Neither party has utilized the services of a broker.
25. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE, except as stated herein.
27. CONSTRUCTION OF AGREEMENT
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended by a written instrument executed by both the SELLER and BUYER. ~~If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent~~

(of the parties to it.)
DAP
WM

MR. DAP
WM
UK

of the parties to it.

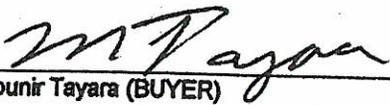
28. ADDITIONAL PROVISIONS

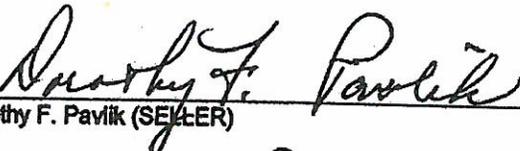
The initialed riders, if any, attached hereto, are incorporated herein by reference.

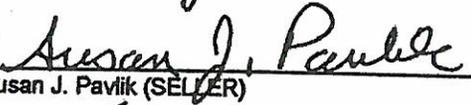
Rider A - Addendum

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

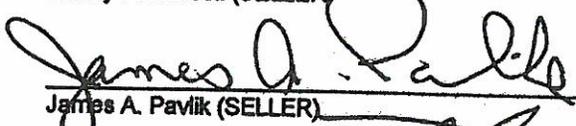
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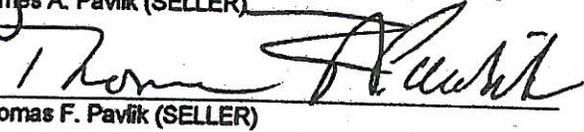

Mounir Tayara (BUYER)


Dorothy F. Pavlik (SELLER)


Susan J. Pavlik (SELLER)


Nancy P. Russell (SELLER)


James A. Pavlik (SELLER)


Thomas F. Pavlik (SELLER)

RIDER A
ADDENDUM TO PURCHASE AND SALE AGREEMENT
BY AND BETWEEN DOROTHY F. PAVLIK ET ALS, AS SELLERS,
AND MOUNIER TAYARA, AS BUYER
CONCERNING PROPERTY AT 143 and 147 R HOLLISTON STREET,
MEDWAY, MASSACHUSETTS

29. If Buyer does not obtain a Comprehensive Permit under Chapter 40B within 3 years from the date of this agreement, or within any further extension hereunder, then Buyer may elect to extend the date for performance hereunder by an additional six months upon payment of an additional non-refundable payment of \$10,000 for each such extension, which additional payment(s) shall not be applied to the purchase price. If Buyer fails to obtain a Comprehensive Permit hereunder by the time for performance hereunder, if at any point decides, in his sole discretion, that it is no longer practical to continue to seek approval of a Comprehensive Permit or appeal the denial thereof, Buyer may elect to terminate this agreement, whereupon this agreement shall become null and void and without recourse to either party, and Buyer's obligations to pay property taxes under Clause 16 hereof shall cease.

30. Notwithstanding anything to the contrary in Clause 8 or Clause 31 hereof, Buyer may elect to close earlier than the deadlines stated herein by giving written notice to the Seller of a date and time for performance at least 30 days after the date that said notice and prior to the date for performance pursuant to Clause 8 or Clause 31, as may have been extended. Upon receipt of said notice, Seller shall be obligated to deliver a deed to Buyer, or his nominee, in accordance with the other provisions hereof at the Norfolk County Registry of Deeds. The date and time for performance stated in the aforementioned notice must be a date and time at which said registry of deeds is open for recordings.

31. If it is determined by Seller, at any point prior to the time for performance hereunder, that no part of Parcel B is within the described boundaries of any of the parcels which Buyer is purchasing from Henry Wickett, Henry L. Wickett, Jr. or Wickett Development Company, Inc., whether or not such boundaries are disputed, and therefore not part of the land for which Buyer shall be seeking Chapter 40B approval, then upon verification by Buyer, Seller may retain ownership of said Parcel B, without deduction from the purchase price as agreed to herein. Buyer agrees to share his Title research as to ownership and location of Parcel B with Seller within 15 days of request by Seller.

32. Seller will be notified in advance (48 hour notice) if any intrusive work is to be performed on the property including but not limited to any soil testing, tree cutting, etc., and that you will restore any such areas to same existing conditions (except replacing cut trees).

33. Buyer will be responsible to remediate any damage caused to the property in the event of any Enforcement Orders be DEP and/or Conservation Commission, including any alteration of wetlands or reportable oil/gas spills and/or leaking hydraulics from excavation equipment.

mt. mt.

*TO SFP
SFP
SFP*

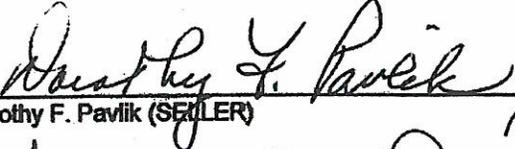
PROVISIONS

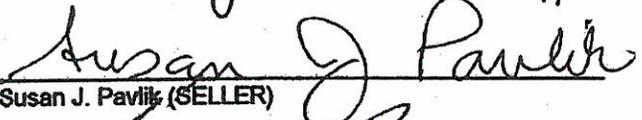
Rider A - Addendum

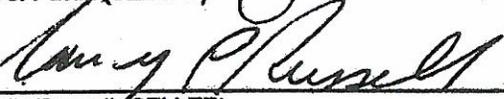
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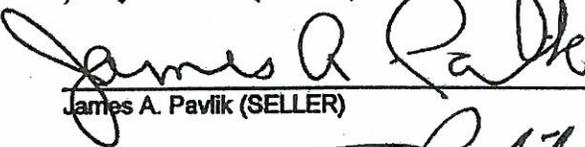
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.


Mounir Tayara (BUYER)


Dorothy F. Pavlik (SELLER) 11-14


Susan J. Pavlik (SELLER)


Nancy P. Russell (SELLER)


James A. Pavlik (SELLER)


Thomas F. Pavlik (SELLER)

6.1

**DEVELOPMENT TEAM
QUALIFICATIONS**

DEVELOPMENT TEAM

TIMBER CREST LLC

Medway, MA

APPLICANT

Timber Crest, LLC is a sole purpose entity created to develop Timber Crest Estates in Medway, Ma in accordance with M.G.L. 40B.

The manager of Timber Crest, LLC is Mounir M. Tayara who has been n the building and construction industry since 1998. He is presently developing (Novus Homes LLC) a conventional subdivision in Bellingham.

Mr. Tayara holds an unrestricted construction supervisors license in Massachusetts. His development and construction experience over the last 10 years are as senior project manager, his responsibilities include the developing, managing and building residential projects including the land acquisition, permitting, financing and construction of the buildings for private owners or investor groups

The co-manager of Timber Crest, LLC is Muhammad M. Itani. Mr. Itani is President & Treasurer of Stonebridge Homes, Inc.

The Stonebridge family of companies has built numerous communities over the last 20 years. Some of the communities located in Massachusetts are Abington, Easton, Raynham, Taunton, Franklin, West Bridgewater, Pembroke, Dighton, Westport, Norwell and Whitman.

The Stonebridge family of companies has received several approvals within the last 5 years from Mass Housing for the developments listed below; all were permitted in accordance with MGL 40B which included as an integral part of the development team Delphic Associates and Outback Engineering. In addition to the affordable homes listed below, the Stonebridge families of companies have developed several developments which were conventionally permitted.

Development Name	Municipality	Development Type	Site Eligibility	Final Approval
Maplewood Estates	Rockland	72 Single Family	Yes	Yes
Briggs Landing	Westport	90 Single Family	Yes	Yes
Tiffany Hill	Norwell	24 Detached condo	Yes	Yes
Nadia Estates	Foxborough	36 Townhouse condo	Yes	Process

CONSULTANT

Delphic Associates LLC has over 30 years of experience as a real estate development and consulting firm with a concentration of developing "For Sale" housing in accordance with MGL 40 throughout the Commonwealth. Delphic has been responsible for permitting approximately 50 developments in accordance with MGL 40B.

In addition to its permitting experience, Delphic is one of the leading lottery and marketing agents in the Commonwealth. Having developed and implementing Affirmative Fair Housing Marketing Plans ("AFHMP") and Housing Lotteries in over 40 communities, consisting of approximately 1,500 homes

Over the last 10-12 years the Stonebridge family of companies has been an import client of Delphic. The developments listed above were permitted by Delphic with assistance from the development team members of each of the development entities.

Please visit Delphic's web site at www.DelphicAssociates.com

ENGINEER

The applicant has chosen the engineering firm of Outback Engineering Inc., a full service site planning, civil engineering and land survey firm located in Middleborough, MA. Outback has been in business since 1997, involved in site design on a variety of commercial and residential projects. Services include land surveying, site planning through full design and permitting, and construction surveying and observation services. Over the last 18 years, Outback and Delphic have been development team members in a substantial number of projects permitted in accordance with M.G.L. 40B.

Please visit their web site www.Outback-Eng.com

The developments listed above have all been permitted and/or constructed with the development team consisting of one of the Stonebridge companies along with Delphic and Outback.

CHECK LIST

7.1

**CORRESPONDENCE/MEETING
LOCAL OFFICIALS**

MEETING WITH MUNICIPAL OFFICIALS

There have been meetings and hearings with the Medway Conservation Commission.

The Conservation Commission approved the wetland delineation. Please refer to Tab 3 § 2.4 of the application for the approved "Order of Resource Area Delineation". This delineation is for the westerly portion of the site where the single family homes are located.

The easterly portion of the site where the condominiums are located have had the wetlands delineated. Currently the applicant in the process of getting the delineation approved.

7.2

**APPLICATION TO COMMUNITY
CERTIFIED MAIL**



March 19, 2015

Town of Medway
Board of Selectman
155 Village Street
Medway, Ma 02053

Attn: Mr. Dennis Crowley, Chairman

Reference: Site Eligibility Application
Timber Crest Estates
Medway, MA

Dear Chairman Crowley,

Delphic Associates LLC. ("consultants") have submitted to MassHousing on behalf of Timber Crest, LLC, (the "Applicant") an application for determination of Project Eligibility ("Site Approval") pursuant to Mass General Laws Chapter 40B and 760 CMR 56.00 under the following programs (collectively, the "Programs").

- Housing Starts Program of Massachusetts Housing Finance Agency ("MassHousing").
- New England Fund Program ("NEF") of the Federal Home Loan Bank of Boston.

In accordance with Mass Housing's Policy, we have been instructed to submit to the town a copy of the application, attached hereto, to the chief elected official. It is my understanding that the towns comments on the application are due to Mass Housing no later than 30 days from receipt of the official comment request letter from Mass Housing.

The development to be known as Timber Crest Estates consist of 192 units including 76 single family homes and 116 condominiums to be situated on 164.1 acres. The single family homes will be accessed off of Stephanie Road and the condominiums off of Fairway Lane.

Should you have any questions or would like us to appear before the board please advise.

Thank you



Paul E. Cusson

DELPHIC ASSOCIATES, LLC
Managing Member

Cc: MassHousing – Mr. Gregory Watson

7.3

**COPY OF NOTICE OF APPLICATION
TO DHCD**



March 19, 2015

Department of Housing and Community Development
Catherine Racer, Associate Director
100 Cambridge Street
Boston, MA 02114

Reference:

Site Eligibility Letter
Timber Crest Estates
Medway, MA

Dear Kate,

Delphic Associates, LLC ("Consultants") have submitted to MassHousing on behalf of Timber Crest, LLC (the "Applicant") an application for determination of Project Eligibility ("Site Approval") pursuant to Mass General Laws Chapter 40B and 760CMR 56.00 under the following programs (collectively, the "Programs").

- Housing Starts Program of Massachusetts Housing Finance Agency ("MassHousing").
- New England Fund Program ("NEF") of the Federal Home Loan Bank of Boston.

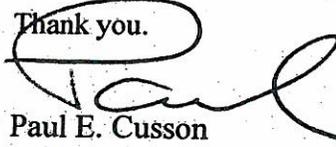
In accordance with regulations, this letter shall serve as notice that we are hereby notifying the Department of Housing and Community Development (DHCD) of the request to MassHousing for Site Approval

In addition, a copy of the entire application is being submitted to the Board of Selectman. We will advise the board that the Development Team would be pleased to meet to answer any questions the board the board may have in order to assist them with their comments due to Mass Housing.

The development to be known as Timber Crest Estates has 192 units, including 76 single family homes and 116 condominiums to be situated on a total of 164.1 acres. The single family homes will be accessed off of Stephanie Road and the condominiums off of Fairway Lane.

Should you have any questions or would like a copy of our complete application, please advise.

Thank you.



Paul E. Cusson

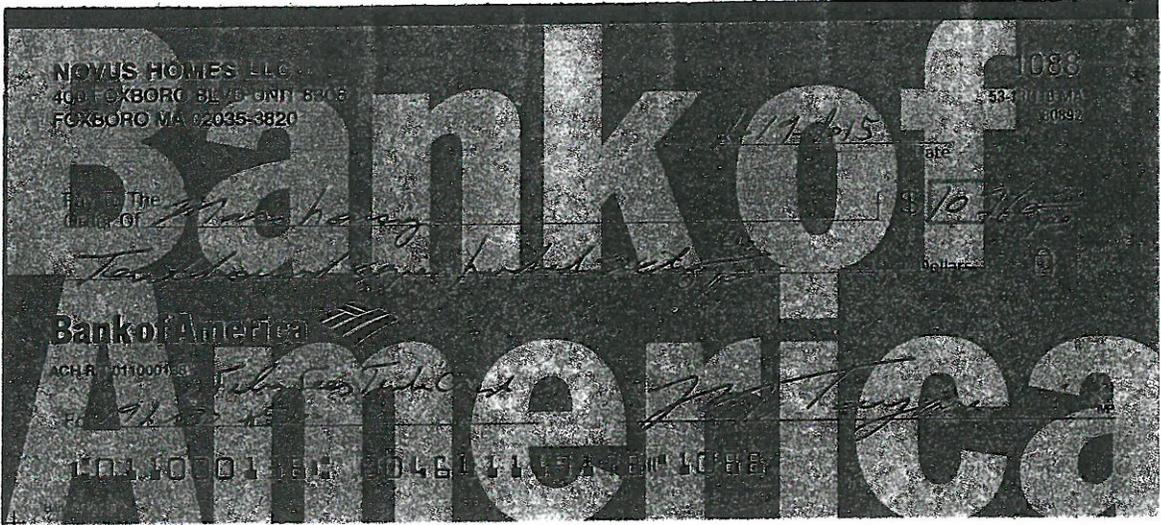
DELPHIC ASSOCIATES LLC

Managing Member

Cc: MassHousing – Mr. Gregory Watson

7.4

PROCESSING FEES
\$10,760



\$ 5000 - Application plus
\$ 5760 \$30 PER UNIT (192x30)

\$ 10,760 -

7.6

W-9 (TAXPAYER ID NUMBER)

Date of this notice: 01-20-2015

Employer Identification Number:
47-2840865

Form: SS-4

Number of this notice: CP 575 G

TIMBER CREST LLC
MOUNIR TAYARA SOLE MBR
400 FOXBORO BLVD APT 8306
FOXBORO, MA 02035

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-2840865. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is TIMB. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.