



1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

August 22, 2023

BY HAND VIA TOWN CLERK

Rich Benevento, Chair
Zoning Board of Appeals
Town of Middleton
195 North Main Street
Middleton, MA 01949

RE: Application for Comprehensive Permit
Project: Villebridge Middleton
Applicant: Villebridge Acquisitions LLC
Owner: 10 Boston St. & 49 S. Main St.: Champlain Realty Trust; 18 Boston St.: Stigliano, Inc.
Property: 10 Boston St., a portion of 49 S. Main St., and a portion of 18 Boston St.

Dear Chair Benevento and other Board Members:

On behalf of Villebridge Acquisitions LLC, I am pleased to submit the enclosed Comprehensive Permit Application with supporting documentation for a proposed residential community known as Villebridge Middleton, which consists of 60 rental units in one building to be located on a 2.278-acre site comprised of 10 Boston Street, a portion of 49 South Main Street, and a portion of 18 Boston Street in Middleton. The community is located within walking distance to Middleton Square, the Flint Library, Memorial Hall, the future municipal complex, the Town Common, Howe Manning and Fuller Meadow schools, the rail trail, and many other stores, shops, and services. Primary access to Villebridge Middleton will be via Boston Street, with secondary access directly to/from South Main Street through the commercial land fronting on South Main Street.

On behalf of Villebridge Acquisitions LLC and its project team, we look forward to working with the Zoning Board of Appeals, other Town officials, and the public in the review process for this Application. Thank you in advance for reviewing our application.

Sincerely,

Authorized Representative:
Lars Unhjem, Manager
Villebridge Acquisitions LLC



Comprehensive Permit Application

Filed Pursuant to M.G.L. c.40B, §§ 20-23, 760 CMR 56.00 et seq., and the Middleton Zoning Board of Appeals Comprehensive Permit Rules – G.L. C. 40B, §20-23 (Adopted September 22, 2022)

Villebridge Middleton

10 Boston Street, Middleton, MA

Submitted By:

Villebridge Acquisitions LLC (the “Applicant”)

August 22, 2023

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¹ For ease of review, note that the contents of this Application is sequenced in the same order as numbered under Section 3. Filing; time limits; fees; notice of the Middleton Zoning Board of Appeals Comprehensive Permit Rules – G.L. C. 40B, §20-23 (Adopted September 22, 2022).

3.A.1 Site Development Plans

See Comprehensive Permit Plans addendum attached hereto.

3.A.2 Report on Existing Conditions

See Report on Existing Conditions and Comprehensive Permit Plans addenda attached hereto.

3.A.3 Preliminary Scaled Architectural Drawings

See Comprehensive Permit Plans addendum attached hereto.

3.A.4 Tabulation

Lot Coverage	Sq. Ft.	%
Building *	24,185	24.4%
Paved Areas	41,431	41.7%
Open Space	33,652	33.9%
Total	99,268	100.0%

* Total Building Sq. Ft.: 72,200

Unit Type	Bedrooms	Bathrooms	# of Units	Unit Sq. Ft.
Affordable - 80% AMI	1	1	9	726
Affordable - 80% AMI	2	2	5	1,184
Affordable - 80% AMI	3	2	1	1,478
Market Rate	1	1	25	726
Market Rate	1	1	2	875
Market Rate	2	2	13	1,184
Market Rate	3	2	5	1,478
Total	90	84	60	56,614
<i>Weighted Average</i>	1.5	1.4	1	944

3.A.5 Preliminary Subdivision Plan

See Comprehensive Permit Plans addendum attached hereto.

3.A.6 Utilities Plan

See Comprehensive Permit Plans and Stormwater Management Report addenda attached hereto.

3.A.7 Traffic Impact & Access Study

See Traffic Impact Assessment addendum attached hereto.

3.A.8 Jurisdictional Compliance

a. Limited Dividend Organization

Villebridge Acquisitions LLC, as Applicant, and its Manager, Lars Unhjem, is an experienced multifamily and mixed-use real estate developer. Section 56.04(6) of the 40B Regulations states that the issuance of a Determination of Project Eligibility shall be considered by the Board as conclusive evidence that the Project and the Applicant will satisfy the Project Eligibility requirements of 760 CMR 56.04(1).

With respect to the Project, the Applicant agrees to abide by the terms and conditions imposed upon it under M.G.L. c.40B and the 40B Regulations, and to conform to the requirements of the subsidy, the FHLBB's NEF Program where MassHousing acts as the Project Administrator. In that regard, the Applicant, through an affiliated single purpose entity will enter into a Regulatory Agreement with MassHousing, which will be finalized, signed and resubmitted to the Zoning Board of Appeals as part of Final Approval after the issuance of a Comprehensive Permit, but prior to the commencement of construction, as required by Section 56.04(7) of the 40B Regulations.

The Applicant is also requesting the Board to include as a condition within the Decision, to allow the Applicant to assign all rights under the Comprehensive Permit Decision to a single purpose entity in order to facilitate the Applicant's receipt of Project funding, which should not be

considered a “substantial change” within the meaning of 760 CMR 56.05(12)(b). It is anticipated that the new entity will be formed prior to submission of financing or transfer of the Property, and prior to closing on any financing and prior to construction. The entity will be compliant as a limited dividend organization as required by 760 CMR 56.04.

b. Project Eligibility Letter

See MassHousing Project Eligibility / Site Approval Letter addendum attached hereto.

c. Site Control

See the MassHousing Project Eligibility / Site Approval Application addendum attached hereto.

3.A.9 Requested Waivers

See Waiver List addendum attached hereto.

3.A.10 Pro Forma

See MassHousing Project Eligibility / Site Approval Application addendum attached hereto.

3.A.11 Project Eligibility Application

See MassHousing Project Eligibility / Site Approval Application addendum attached hereto.

3.A.12 Development Team

Developer:	Villebridge Real Estate Development
• Applicant:	• Villebridge Acquisitions LLC
Counsel:	Smolak & Vaughan, LLP
Design Architect:	TAT – The Architectural Team, Inc.
Geotechnical & Environmental Engineer:	GZA GeoEnvironmental, Inc.
Civil Engineer:	H.W. Moore (a division of Hancock Survey Associates, Inc.)
Septic Engineer:	Hancock Survey Associates, Inc.
Survey:	Hancock Survey Associates, Inc.
Landscape Architect:	Hawk Design, Inc.
Traffic Engineer:	Vanasse & Associates, Inc.
Affordable Housing Compliance Consultant:	Maloney Properties, Inc.

SMOLAK & VAUGHAN
ATTORNEYS AT LAW

HANCOCK
ASSOCIATES



tat

Vi

GZA
GeoEnvironmental, Inc.

Maloney
PROPERTIES

3.A.13 Applicant Experience

See MassHousing Project Eligibility / Site Approval Application addendum attached hereto.

3.A.14 Evidence of Local Need

Based on the Subsidized Housing Inventory (SHI) published by the Executive Office of Housing and Livable Communities (EOHLC), formerly known as the Department of Housing and Community Development (DHCD), as of June 29, 2023, Middleton's subsidized housing inventory is at 4.83%.

Middleton's Housing Production Plan (HPP) was approved by the Commonwealth on December 24, 2019 and expires on December 23, 2024. Middleton's HPP is currently not certified. The following is the summary of the HPP's key findings from the comprehensive housing needs and demand assessment:

HOUSING NEEDS AND DEMAND ASSESSMENT

MAPC projects² that Middleton's **total population will increase** by 7% between 2010-2020 and an additional 7% between 2020-2030. However, the **demand for households** between 2010-2020 **showed steady growth** of 17%, and 14% between 2020-2030. As a result, MAPC projects that there will be **demand for more housing production**.

This assessment addresses the housing need and demand by age, income, household type, and household size. Overall, Middleton's population is **projected to age**, with the share of householders aged 45 years and older growing from 74% of total householders in 2010 to 80% of householders in 2030. As

Middleton's **share of seniors³ grows**, the Town might want to consider **options for changing housing preferences among that cohort**, as well of younger householders entering the market.

MAPC projects that Middleton might have a **net demand for 247 new multi-family units** and **358 new single family units** between 2010 and 2020 for a **total net demand of 605 units serving primarily head of householders aged 35-54**.

In addition to considerations of type of units, Middleton could consider allowing additional affordable housing production in order to demonstrate steady progress to DHCD and maintain more control over proposed Ch. 40B development proposals. According to the US Census Bureau's American Community Survey 2013-2017 data, Middleton has the second highest rate of cost burden among its comparison communities, with an estimated **35% of all households spending a disproportionate share (30% or more) of their income on housing**.

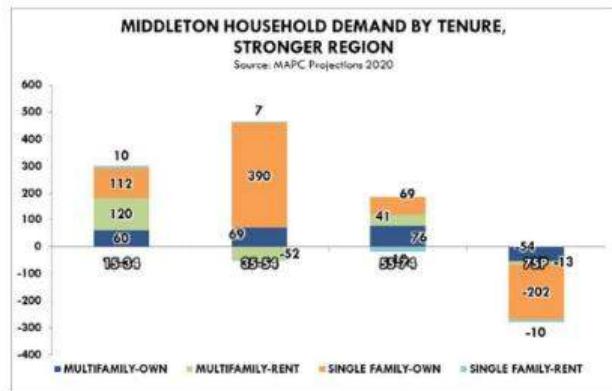
According to the Massachusetts Department of Housing and Community Development (DHCD)⁴, **currently 5.01% of Middleton's housing is included in the Subsidized Housing Inventory, which is below the 10% statutory minimum**.

Excerpt from Middleton's Housing Production Plan

According to Middleton's 2019 Master Plan, Middleton's net demand for new multifamily rental units as of 2020 is 96 units, as detailed in the excerpt below:

Projected Housing Unit Demand

As part of the assessment of existing and future conditions of housing in Middleton, projected housing demand data was examined. The table and chart show how many new housing units might be needed and how many units will be vacated in Middleton between 2010 and 2020, broken down by age cohort. Increases in demand are the result of new households forming due to declining household sizes, people moving into the community, or increasing preference for certain types of housing. Decreases in demand are the result of people moving out the community, mortality, or decreased preference for a given housing unit type.



TYPE	NET PROJECTED HOUSING UNIT DEMAND IN 2020	
	TOTAL PROJECTED HOUSING UNITS, 2020 (MIDDLETON, MA)	NET PROJECTED HOUSING UNIT DEMAND, 2020 (MIDDLETON, MA)
Multi-Family-Homeownership	780	151
Multi-Family Rental	510	96
Single-Family Homeownership	2,443	369
Single-Family Rental	52	-11
Total	3,785	605

Source: MAPC Population and Housing Demand Stronger Region Projections, 2020

Excerpt from Middleton's 2019 Master Plan

3.B.1 Filing Fee

Application Filing Fee

Flat Fee \$1,000

Per Unit Fee \$50

of Units 60

Total Per Unit Fee \$3,000

Total Fee \$4,000

3.B.3 Legal Fee

Under a reservation of rights, Applicant submits the \$5,000 Legal Fee.

3.D Comprehensive Permit Application Form

See Comprehensive Permit Application Form addendum attached hereto.

Proposed Findings of Fact

The Applicant respectfully requests the Zoning Board of Appeals (the Board or ZBA) to make the following proposed findings of fact in connection with this Application:

1. The Applicant is eligible to receive a Subsidy from a Subsidizing Agency (Federal Home Loan Bank of Boston's New England Fund (NEF) Program using MassHousing as the Project Administrator) after a Comprehensive Permit has been issued and which, unless otherwise governed by a federal act or regulation, complies with the requirements of the Subsidizing Agency (MassHousing) relative to a reasonable return for the Project. The Applicant intends to assign the Comprehensive Permit Decision issued to it to an affiliated single purpose entity in order to facilitate the Applicant's receipt of Project subsidy;
2. The Project is fundable by a Subsidizing Agency within the meaning of Section 56.04(1)(b) of the Chapter 40B Regulations since the Subsidizing Agency, MassHousing, issued a written Determination of Project Eligibility under a Low or Moderate Income Housing subsidy program;
3. MassHousing will be the Subsidizing Agency within the meaning of Section 56.02 of the Chapter 40B Regulations (760 CMR §56.02);
4. The Applicant controls the site sufficient to qualify it as a recipient of a Comprehensive Permit for this Project since a related entity owns the site and has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site as required under Section 56.04(1)(c) of the Chapter 40B Regulations; and,

5. The Project as proposed in the Application and other supporting documentation is “Consistent With Local Needs” within the meaning of Massachusetts General Laws, Chapter 40B, Section 20, and Section 56.02 of the Chapter 40B Regulations (760 CMR §56.02).

Certified Abutters List

See Certified Abutters List addendum attached hereto.

Addenda

[Certified Abutters List](#)

[Comprehensive Permit Application Form](#)

[Comprehensive Permit Plans](#)

[MassHousing Project Eligibility / Site Approval Application](#)

[MassHousing Project Eligibility / Site Approval Letter](#)

[Report on Existing Conditions](#)

[Stormwater Management Report](#)

[Traffic Impact Assessment](#)

[Waiver List](#)

Certified Abutters List

Town of Middleton
Certified Abutters List Request Form

 **COPY**

This form must be completed and Assessors fee of \$10.00 must be paid before release of the certified abutters list. The Assessors Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Submission Date Friday, July 28, 2023 Issue Date Thursday, August 03, 2023

Assessors Fee Paid: Yes No

Person requesting list: Villebridge Acquisitions LLC Address: 1150 Great Plain Avenue
Needham, MA 02492

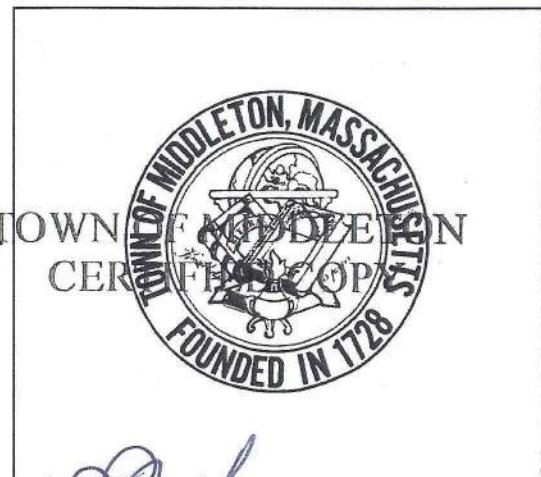
Phone #: 617-418-3575 E-mail Address lars@villebridge.com

Property Owner: Champlain Realty Trust / Stigliano, Inc

Location: 49 South Main St, 10 Boston St, 18 Boston St

Assessor's Map(s) 25 Lot(s) 65.66.67

- Conservation - 100 ft.
- Planning Board (Special Permit) – 300 ft.
- Planning Board (Definitive Subdivision) Direct Abutters
- Zoning Board of Appeals – 300 ft.
- Select Board - Direct Abutters





Certified by Middleton Assessors

Certification of Parties in Interest

The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.



Middleton, MA

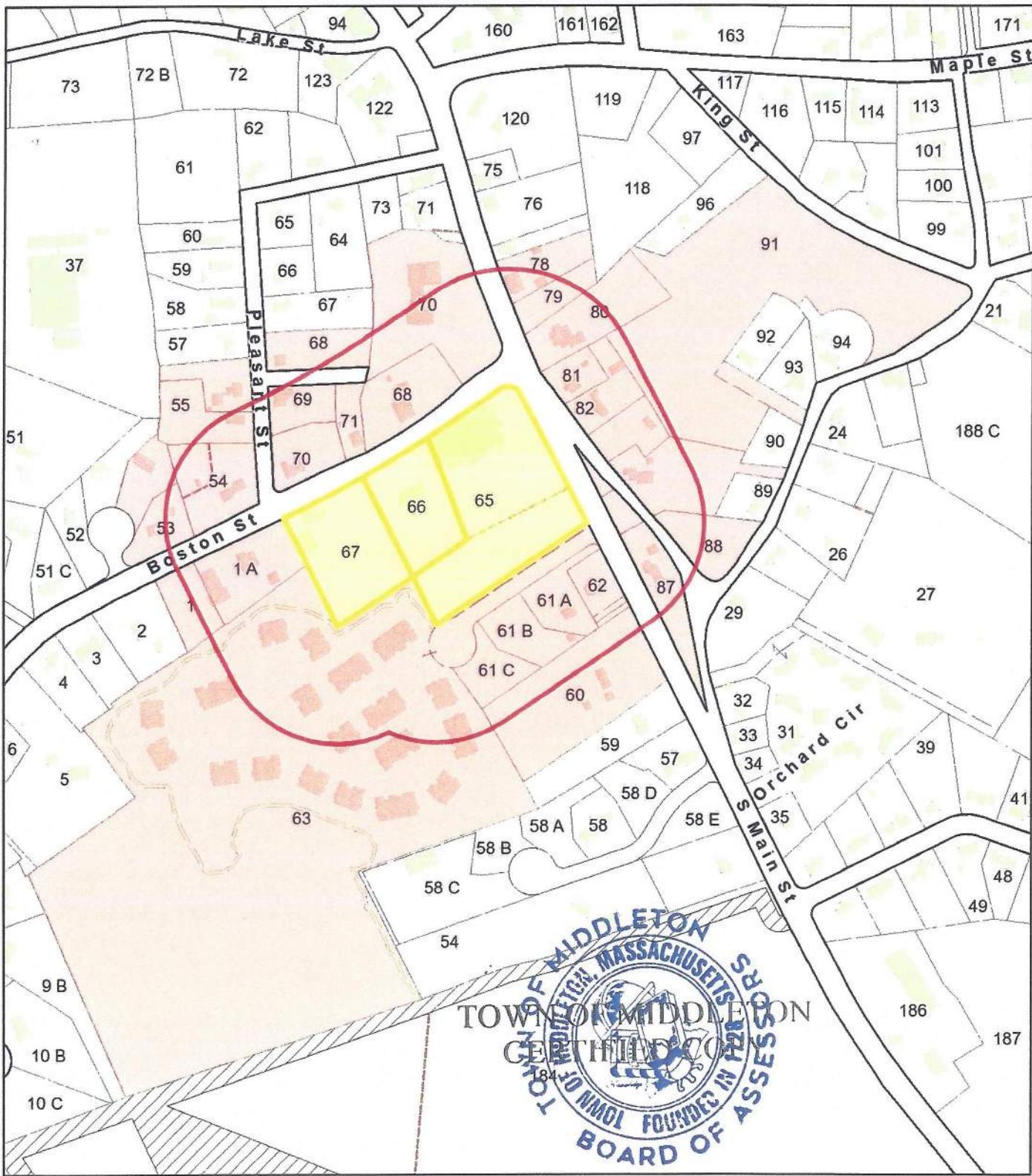
1 inch = 350 Feet

CAI Technologies
Dennis M. and Shanti L. Gaskins

www.cai-tech.com

August 3, 2023

0 350 700 1050



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



300 foot Abutters List Report

Middleton, MA
August 03, 2023

Subject Properties:

Parcel Number: 0025-0000-0065
CAMA Number: 0025-0000-0065
Property Address: 49 SOUTH MAIN ST

Mailing Address: KOURKOULIS CHRIS A TR KOURKOULIS
PAUL A TR
101 LITTLE NAHANT RD
NAHANT, MA 01908

Parcel Number: 0025-0000-0066
CAMA Number: 0025-0000-0066
Property Address: 10 BOSTON ST

Mailing Address: KOURKOULIS CHRIS A TR KOURKOULIS
PAUL A TR
101 LITTLE NAHANT RD
NAHANT, MA 01908

Parcel Number: 0025-0000-0067
CAMA Number: 0025-0000-0067
Property Address: 18 BOSTON ST

Mailing Address: STIGLIANO INC
18 R BOSTON ST
MIDDLETON, MA 01949

Abutters:

Parcel Number: 0024-0000-0056
CAMA Number: 0024 A-0000-0056 A
Property Address: 27A PLEASANT ST

Mailing Address: NARDONE AGOSTINA TR ESSEX
GREEN RLTY TR
P O BOX 372 200F MAIN ST
STONEHAM, MA 02180

Parcel Number: 0024-0000-0056
CAMA Number: 0024 A-0000-0056 B
Property Address: 27B PLEASANT ST

Mailing Address: BETHUNE KAYLA M
27 PLEASANT ST #2
MIDDLETON, MA 01949

Parcel Number: 0024-0000-0056
CAMA Number: 0024 A-0000-0056 C
Property Address: 27C PLEASANT ST

Mailing Address: NARDONE AGOSTINA TR ESSEX
GREEN RLTY TR
P O BOX 372 200F MAIN ST
STONEHAM, MA 02180

Parcel Number: 0024-0000-0001
CAMA Number: 0024-0000-0001
Property Address: 24 BOSTON ST

Mailing Address: ROMAN CATH ARCH OF BOSTON ST
AGNES PARISH
22 BOSTON ST
MIDDLETON, MA 01949

Parcel Number: 0024-0000-0001 A
CAMA Number: 0024-0000-0001 A
Property Address: 22 BOSTON ST

Mailing Address: ROMAN CATH ARCH OF BOSTON ST
AGNES PARISH
22 BOSTON ST
MIDDLETON, MA 01949

Parcel Number: 0024-0000-0052 B
CAMA Number: 0024-0000-0052 B
Property Address: 5 CHURCH ST

Mailing Address: FOLEY CHRISTOPHER FOLEY ANGELA C
5 CHURCH ST
MIDDLETON, MA 01949

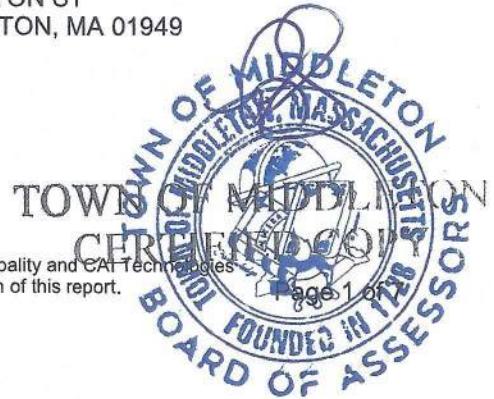
Parcel Number: 0024-0000-0053
CAMA Number: 0024-0000-0053
Property Address: 27 BOSTON ST

Mailing Address: FEEHAN STEPHEN G
27 BOSTON ST
MIDDLETON, MA 01949

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www.cai-tech.com





300 foot Abutters List Report

Middleton, MA

August 03, 2023

Parcel Number: 0024-0000-0054
CAMA Number: 0024-0000-0054
Property Address: 21 BOSTON ST

Parcel Number: 0024-0000-0055
CAMA Number: 0024-0000-0055
Property Address: 29 PLEASANT ST

Parcel Number: 0024-0000-0056
CAMA Number: 0024-0000-0056
Property Address: 27 PLEASANT ST

Parcel Number: 0024-0000-0068
CAMA Number: 0024-0000-0068
Property Address: 26 PLEASANT ST

Parcel Number: 0024-0000-0069
CAMA Number: 0024-0000-0069
Property Address: 28 PLEASANT ST

Parcel Number: 0024-0000-0070
CAMA Number: 0024-0000-0070
Property Address: 17 BOSTON ST

Parcel Number: 0024-0000-0071
CAMA Number: 0024-0000-0071
Property Address: 11 BOSTON ST

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6311
Property Address: 11 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6313
Property Address: 13 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6315
Property Address: 15 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6316
Property Address: 16 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6317
Property Address: 17 ROWELL LN

Mailing Address: HAYKAL BRUCE
P O BOX 273
MIDDLETON, MA 01949

Mailing Address: VARELA ERIC TR VAN DYKE REBECCA
TR
29 PLEASANT ST
MIDDLETON, MA 01949

Mailing Address: 27 PLEASANT ST CONDO TR
27 PLEASANT ST
MIDDLETON, MA 01949

Mailing Address: GARVIN ANDREA M STRECK ALAN R
26 PLEASANT ST
MIDDLETON, MA 01949

Mailing Address: MANTHORN LINDA G
28 PLEASANT ST
MIDDLETON, MA 01949

Mailing Address: COLE MATTHEW WILLIAM COLE ALEXIS
ANASTASIA
17 BOSTON ST
MIDDLETON, MA 01949

Mailing Address: LEBLANC ROBERT J LEBLANC HAALE
11 BOSTON ST
MIDDLETON, MA 01949

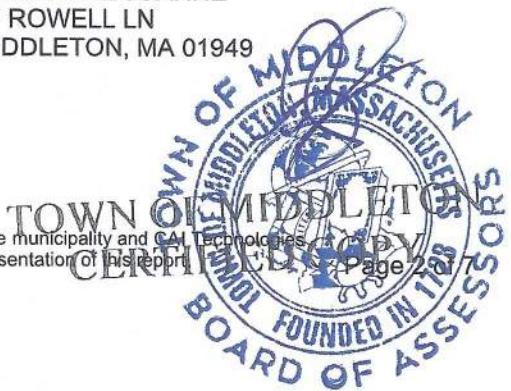
Mailing Address: THE BLU HAVEN CONDO TRUST
MIDDLETON LIVING LLC TR
P O BOX 780
LYNNFIELD, MA 01940

Mailing Address: DELORFANO ROBERT DELORFANO
ANN MARIE
13 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: BRUZZESE ANTHONY BRUZZESE LISA
15 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: MANLEY JOHN B MANLEY CYNTHIA M
16 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: SCHWARTZ JOANNE
17 ROWELL LN
MIDDLETON, MA 01949





300 foot Abutters List Report

Middleton, MA

August 03, 2023

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6318
Property Address: 18 ROWELL LN

Mailing Address: COMIS LOU J RUBINO JANICE
18 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6319
Property Address: 19 ROWELL LN

Mailing Address: STRATEMEYER PETER STRATEMEYER
NANCY H
19 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6320
Property Address: 20 ROWELL LN

Mailing Address: NOE ROBERT
20 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6321
Property Address: 21 ROWELL LN

Mailing Address: JEFFERIES WILLIAM MARK PILITSIS
CATHERINE
21 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6322
Property Address: 22 ROWELL LN

Mailing Address: SMITH DAVID L
22 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6324
Property Address: 24 ROWELL LN

Mailing Address: SULLIVAN RICHARD III SULLIVAN
DOLORES
24 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6325
Property Address: 25 ROWELL LN

Mailing Address: BENNETT ANTHONY P TR BENNETT
MAVIS E TR
25 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6327
Property Address: 27 ROWELL LN

Mailing Address: FELDMAN FRED FELDMAN LINDA
27 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6329
Property Address: 29 ROWELL LN

Mailing Address: THORNBURN MARK STEVEN
THORNBURN JULIE ANN
5717 TUSCARORA LANE
BRASELTON, GA 30519

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6331
Property Address: 31 ROWELL LN

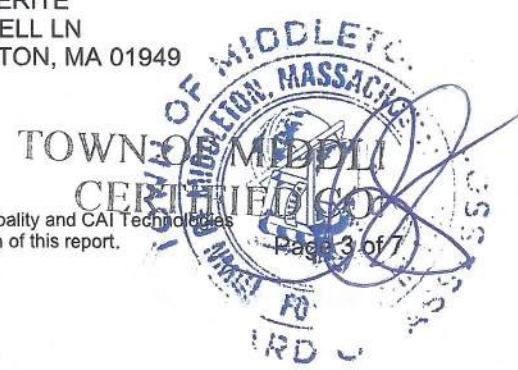
Mailing Address: WARD SIMON M WARD SYLVIA R
31 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6333
Property Address: 33 ROWELL LN

Mailing Address: MITUS STEVEN M MITUS MOIRA E
33 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6335
Property Address: 35 ROWELL LN

Mailing Address: MANDARINI GARY J MANDARINI
MARGUERITE
35 ROWELL LN
MIDDLETON, MA 01949





300 foot Abutters List Report

Middleton, MA

August 03, 2023

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6336
Property Address: 36 ROWELL LN

Mailing Address: KLENCHESKI GARY KLENCHESKI
ELIZABETH
36 ROWELL LN
MIDDLETON, MA 01940

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6338
Property Address: 38 ROWELL LN

Mailing Address: GEROLIMATOS ROSINA HELIDES
NICHOLAS P
38 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6340
Property Address: 40 ROWELL LN

Mailing Address: SPRY RICHARD J SPRY PATRICIA L
40 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6343
Property Address: 43 ROWELL LN

Mailing Address: ODONNELL HUGH ODONNELL LAUREN
43 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6345
Property Address: 45 ROWELL LN

Mailing Address: LEWIS RUTH E TR RUTH E LEWIS
REVOCABLE TRUST
45 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6347
Property Address: 47 ROWELL LN

Mailing Address: CLARKE MICHAEL MCGRATH SHARON
47 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6349
Property Address: 49 ROWELL LN

Mailing Address: TURK AMY
49 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6351
Property Address: 51 ROWELL LN

Mailing Address: GRODY WILLIAM TR GRODY SHELLEY
S TR
51 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6353
Property Address: 53 ROWELL LN

Mailing Address: DELL ISOLA SALVATORE TR DELL
ISOLA KATHLEEN TR
53 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6355
Property Address: 55 ROWELL LN

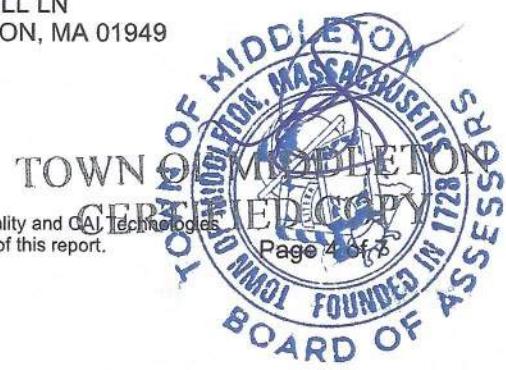
Mailing Address: BORENSTEIN DONALD F TR ROWELL
LANE NOMINEE TR
55 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6357
Property Address: 57 ROWELL LN

Mailing Address: KELLIHER JAMES K KELLIHER JO ANN
K
57 ROWELL LN
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6359
Property Address: 59 ROWELL LN

Mailing Address: JENKS DAVID JENKS LORRAINE
59 ROWELL LN
MIDDLETON, MA 01949





300 foot Abutters List Report

Middleton, MA

August 03, 2023

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6361
Property Address: 61 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6363
Property Address: 63 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6365
Property Address: 65 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6367
Property Address: 67 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6369
Property Address: 69 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6370
Property Address: 70 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6371
Property Address: 71 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6372
Property Address: 72 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6373
Property Address: 73 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6374
Property Address: 74 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6375
Property Address: 75 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6377
Property Address: 77 ROWELL LN

Mailing Address: SATURNELLI ANNE E MCCARTHY
PHILLIP T
61 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: MACDONALD THOMAS J MACDONALD
THERESA B
63 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: FALLIS-JENKINS JANE
65 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: HEIDENREICH SABINE MARIE-LUISE
67 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: AFROW JAY R TR AFROW LOIS P TR
69 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: THORPE MARJORIE A TR MARJORIE A
THORPE REV TRUST
70 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: MALCOLM BEVERLY
71 ROWELL LN
MIDDLETON, MA 01949

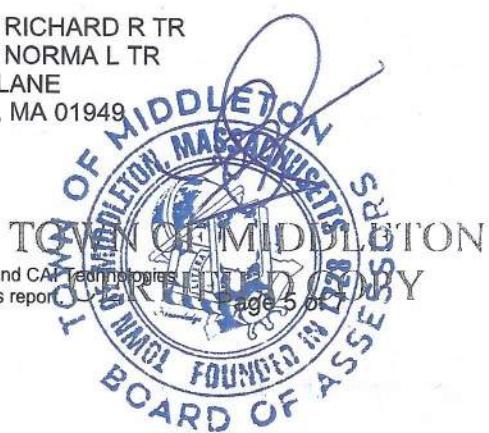
Mailing Address: DEVITA JAMES T DEVITA NICOLE
72 ROWELL LN
MIDDLETON, MA 01949

Mailing Address: LESICKI KAZIMIERZ LESICKA HANNA
120 97TH STREET
BROOKLYN, NY 11209

Mailing Address: ULMER WILLIAM B ULMER TERESA A
322 NORTH BAY DRIVE
MANTOLOKING, NJ 08738

Mailing Address: PAPPAS JAMES PAPPAS DIANE
75 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: ANDREUCCI RICHARD R TR
ANDREUCCI NORMA L TR
77 ROWELL LANE
MIDDLETON, MA 01949





300 foot Abutters List Report

Middleton, MA

August 03, 2023

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6379
Property Address: 79 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6381
Property Address: 81 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6383
Property Address: 83 ROWELL LN

Parcel Number: 0025-0000-0063
CAMA Number: 0025 A-0000-6385
Property Address: 85 ROWELL LN

Parcel Number: 0025-0000-0060
CAMA Number: 0025-0000-0060
Property Address: 67 SOUTH MAIN ST

Parcel Number: 0025-0000-0061 A
CAMA Number: 0025-0000-0061 A
Property Address: 4 ROWELL LN

Parcel Number: 0025-0000-0061 B
CAMA Number: 0025-0000-0061 B
Property Address: 6 ROWELL LN

Parcel Number: 0025-0000-0061 C
CAMA Number: 0025-0000-0061 C
Property Address: 8 ROWELL LN

Parcel Number: 0025-0000-0062
CAMA Number: 0025-0000-0062
Property Address: 61 SOUTH MAIN ST

Parcel Number: 0025-0000-0063
CAMA Number: 0025-0000-0063
Property Address: 11-85 ROWELL LN

Parcel Number: 0025-0000-0068
CAMA Number: 0025-0000-0068
Property Address: 7 BOSTON ST

Parcel Number: 0025-0000-0070
CAMA Number: 0025-0000-0070
Property Address: 39 SOUTH MAIN ST

Mailing Address: DIPERRI CHARLES DIPERRI JANE
79 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: LATULIPPE BARBARA C TR BARBARA
LATULIPPE REV TRUST
81 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: KING JEFFREY P TR KING BARBARA C
TR
83 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: DATTOLI JOSEPH DATTOLI DEBORA A
85 ROWELL LANE
MIDDLETON, MA 01949

Mailing Address: HAYWARD BEVERLY J TR BEVERLY J
HAYWARD FAMILY TR
P O BOX 11
MIDDLETON, MA 01949

Mailing Address: MIDDLETON HOMES LLC
P O BOX 780
LYNNFIELD, MA 01940

Mailing Address: MIDDLETON HOMES LLC
P O BOX 780
LYNNFIELD, MA 01940

Mailing Address: MIDDLETON HOMES LLC
P O BOX 780
LYNNFIELD, MA 01940

Mailing Address: MCARDLE CHARLES J EST OF
P O BOX 749
MIDDLETON, MA 01949

Mailing Address: THE BLU HAVEN CONDO TRUST
MIDDLETON LIVING LLC TR
P O BOX 780
LYNNFIELD, MA 01940

Mailing Address: ANDERSON DIAN A
P O BOX 213
MIDDLETON, MA 01949

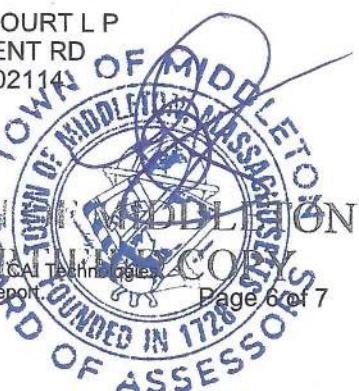
Mailing Address: ARLINGTON COURT L P
30 EMBANKMENT RD
BOSTON, MA 02114

 CAI Technologies

www.cai-tech.com

8/3/2023

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies
are not responsible for any use for other purposes or misuse or misrepresentation of this report.





300 foot Abutters List Report

Middleton, MA
August 03, 2023

Parcel Number: 0025-0000-0078
CAMA Number: 0025-0000-0078
Property Address: 42- 44 SOUTH MAIN ST

Mailing Address: JRS STATE INVESTMENTS LLC
220 MAIN ST
MALDEN, MA 02148

Parcel Number: 0025-0000-0079
CAMA Number: 0025-0000-0079
Property Address: SOUTH MAIN ST

Mailing Address: MIDDLETON TOWN OF MEMORIAL HALL
48 SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0080
CAMA Number: 0025-0000-0080
Property Address: 48 SOUTH MAIN ST

Mailing Address: MIDDLETON TOWN OF MEMORIAL HALL
48 SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0081
CAMA Number: 0025-0000-0081
Property Address: 50 SOUTH MAIN ST

Mailing Address: MYRTEZA ARBER
50 SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0082
CAMA Number: 0025-0000-0082
Property Address: 52 SOUTH MAIN ST

Mailing Address: ARIZZI LAURIE TR ARIZZI PETER TR
52 SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0083
CAMA Number: 0025-0000-0083
Property Address: 4 OLD SOUTH MAIN ST

Mailing Address: SANTA CRUZ RLTY LLC
22 SAWMILL RIDGE RD
HAVERHILL, MA 01832

Parcel Number: 0025-0000-0084
CAMA Number: 0025-0000-0084
Property Address: 6 OLD SOUTH MAIN ST

Mailing Address: GEORGE WILLIAM W TR GEORGE
SARAH B TR
6 OLD SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0085
CAMA Number: 0025-0000-0085
Property Address: SOUTH MAIN ST

Mailing Address: GEORGE WILLIAM W TR GEORGE
SARAH B TR
6 OLD SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0086
CAMA Number: 0025-0000-0086
Property Address: 58 SOUTH MAIN ST

Mailing Address: DESANTIS RICHARD P DESANTIS
DIANE L
36 ANCHOR RD
LYNN, MA 01904

Parcel Number: 0025-0000-0087
CAMA Number: 0025-0000-0087
Property Address: 62 SOUTH MAIN ST

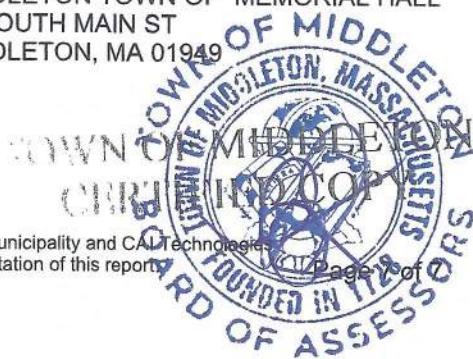
Mailing Address: GLASS STEVEN M
62 SO MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0088
CAMA Number: 0025-0000-0088
Property Address: OLD SOUTH MAIN ST

Mailing Address: FULLER CEMETERY MEMORIAL HALL
48 SOUTH MAIN ST
MIDDLETON, MA 01949

Parcel Number: 0025-0000-0091
CAMA Number: 0025-0000-0091
Property Address: 48R SOUTH MAIN ST

Mailing Address: MIDDLETON TOWN OF MEMORIAL HALL
48 SOUTH MAIN ST
MIDDLETON, MA 01949



27 PLEASANT ST CONDO TR
27 PLEASANT ST
MIDDLETON, MA 01949

CLARKE MICHAEL
MCGRATH SHARON
47 ROWELL LN
MIDDLETON, MA 01949

FEEHAN STEPHEN G
27 BOSTON ST
MIDDLETON, MA 01949

AFROW JAY R TR
AFROW LOIS P TR
69 ROWELL LN
MIDDLETON, MA 01949

COLE MATTHEW WILLIAM
COLE ALEXIS ANASTASIA
17 BOSTON ST
MIDDLETON, MA 01949

FELDMAN FRED
FELDMAN LINDA
27 ROWELL LN
MIDDLETON, MA 01949

ANDERSON DIAN A
P O BOX 213
MIDDLETON, MA 01949

COMIS LOU J
RUBINO JANICE
18 ROWELL LN
MIDDLETON, MA 01949

FOLEY CHRISTOPHER
FOLEY ANGELA C
5 CHURCH ST
MIDDLETON, MA 01949

ANDREUCCI RICHARD R TR
ANDREUCCI NORMA L TR
77 ROWELL LANE
MIDDLETON, MA 01949

DATTOLI JOSEPH
DATTOLI DEBORA A
85 ROWELL LANE
MIDDLETON, MA 01949

FULLER CEMETERY
MEMORIAL HALL
48 SOUTH MAIN ST
MIDDLETON, MA 01949

ARIZZI LAURIE TR
ARIZZI PETER TR
52 SOUTH MAIN ST
MIDDLETON, MA 01949

DELL ISOLA SALVATORE TR
DELL ISOLA KATHLEEN TR
53 ROWELL LN
MIDDLETON, MA 01949

GARVIN ANDREA M
STRECK ALAN R
26 PLEASANT ST
MIDDLETON, MA 01949

ARLINGTON COURT L P
30 EMBANKMENT RD
BOSTON, MA 02114

DELORFANO ROBERT
DELORFANO ANN MARIE
13 ROWELL LN
MIDDLETON, MA 01949

GEORGE WILLIAM W TR
GEORGE SARAH B TR
6 OLD SOUTH MAIN ST
MIDDLETON, MA 01949

BENNETT ANTHONY P TR
BENNETT MAVIS E TR
25 ROWELL LN
MIDDLETON, MA 01949

DESGRANGES RICHARD P
DESGRANGES DIANE L
36 ANCHOR RD
LYNN, MA 01904

GEROLIMATOS ROSINA
HELIDES NICHOLAS P
38 ROWELL LN
MIDDLETON, MA 01949

BETHUNE KAYLA M
27 PLEASANT ST #2
MIDDLETON, MA 01949

DEVITA JAMES T
DEVITA NICOLE
72 ROWELL LN
MIDDLETON, MA 01949

GLASS STEVEN M
62 SO MAIN ST
MIDDLETON, MA 01949

BORENSTEIN DONALD F TR
ROWELL LANE NOMINEE TR
55 ROWELL LN
MIDDLETON, MA 01949

DIPERRI CHARLES
DIPERRI JANE
79 ROWELL LANE
MIDDLETON, MA 01949

GRODY WILLIAM TR
GRODY SHELLEY S TR
51 ROWELL LN
MIDDLETON, MA 01949

BRUZZESE ANTHONY
BRUZZESE LISA
15 ROWELL LN
MIDDLETON, MA 01949

FALLIS-JENKINS JANE
65 ROWELL LN
MIDDLETON, MA 01949

HAYKAL BRUCE
P O BOX 273
MIDDLETON, MA 01949

HAYWARD BEVERLY J TR
BEVERLY J HAYWARD FAMILY
P O BOX 11
MIDDLETON, MA 01949

LESICKI KAZIMIERZ
LESICKA HANNA
120 97TH STREET
BROOKLYN, NY 11209

MITUS STEVEN M
MITUS MOIRA E
33 ROWELL LN
MIDDLETON, MA 01949

HEIDENREICH SABINE MARIE-
67 ROWELL LANE
MIDDLETON, MA 01949

LEWIS RUTH E TR
RUTH E LEWIS REVOCABLE TR
45 ROWELL LN
MIDDLETON, MA 01949

MYRTEZA ARBER
50 SOUTH MAIN ST
MIDDLETON, MA 01949

JEFFERIES WILLIAM MARK
PILITSIS CATHERINE
21 ROWELL LN
MIDDLETON, MA 01949

MACDONALD THOMAS J
MACDONALD THERESA B
63 ROWELL LN
MIDDLETON, MA 01949

NARDONE AGOSTINA TR
ESSEX GREEN RLTY TR
P O BOX 372
200F MAIN ST
STONEHAM, MA 02180

JENKS DAVID
JENKS LORRAINE
59 ROWELL LN
MIDDLETON, MA 01949

MALCOLM BEVERLY
71 ROWELL LN
MIDDLETON, MA 01949

NOE ROBERT
20 ROWELL LN
MIDDLETON, MA 01949

JRS STATE INVESTMENTS LLC
220 MAIN ST
MALDEN, MA 02148

MANDARINI GARY J
MANDARINI MARGUERITE
35 ROWELL LN
MIDDLETON, MA 01949

ODONNELL HUGH
ODONNELL LAUREN
43 ROWELL LN
MIDDLETON, MA 01949

KELLIHER JAMES K
KELLIHER JO ANN K
57 ROWELL LN
MIDDLETON, MA 01949

MANLEY JOHN B
MANLEY CYNTHIA M
16 ROWELL LN
MIDDLETON, MA 01949

PAPPAS JAMES
PAPPAS DIANE
75 ROWELL LANE
MIDDLETON, MA 01949

KING JEFFREY P TR
KING BARBARA C TR
83 ROWELL LANE
MIDDLETON, MA 01949

MANTHORN LINDA G
28 PLEASANT ST
MIDDLETON, MA 01949

ROMAN CATH ARCH OF BOSTON
ST AGNES PARISH
22 BOSTON ST
MIDDLETON, MA 01949

KLENCHESKI GARY
KLENCHESKI ELIZABETH
36 ROWELL LN
MIDDLETON, MA 01940

MCARDLE CHARLES J EST OF
P O BOX 749
MIDDLETON, MA 01949

SANTA CRUZ RLTY LLC
22 SAWMILL RIDGE RD
HAVERHILL, MA 01832

LATULIPPE BARBARA C TR
BARBARA LATULIPPE REV TRU
81 ROWELL LANE
MIDDLETON, MA 01949

MIDDLETON HOMES LLC
P O BOX 780
LYNNFIELD, MA 01940

SATURNELLI ANNE E
MCCARTHY PHILLIP T
61 ROWELL LN
MIDDLETON, MA 01949

LEBLANC ROBERT J
LEBLANC HAALE
11 BOSTON ST
MIDDLETON, MA 01949

MIDDLETON TOWN OF
MEMORIAL HALL
48 SOUTH MAIN ST
MIDDLETON, MA 01949

SCHWARTZ JOANNE
17 ROWELL LN
MIDDLETON, MA 01949

SMITH DAVID L
22 ROWELL LN
MIDDLETON, MA 01949

WARD SIMON M
WARD SYLVIA R
31 ROWELL LN
MIDDLETON, MA 01949

SPRY RICHARD J
SPRY PATRICIA L
40 ROWELL LN
MIDDLETON, MA 01949

STRATEMEYER PETER
STRATEMEYER NANCY H
19 ROWELL LN
MIDDLETON, MA 01949

SULLIVAN RICHARD III
SULLIVAN DOLORES
24 ROWELL LN
MIDDLETON, MA 01949

THE BLU HAVEN CONDO TRUST
MIDDLETON LIVING LLC TR
P O BOX 780
LYNNFIELD, MA 01940

THORNBURN MARK STEVEN
THORNBURN JULIE ANN
5717 TUSCARORA LANE
BRASELTON, GA 30519

THORPE MARJORIE A TR
MARJORIE A THORPE REV TRU
70 ROWELL LANE
MIDDLETON, MA 01949

TURK AMY
49 ROWELL LN
MIDDLETON, MA 01949

ULMER WILLIAM B
ULMER TERESA A
322 NORTH BAY DRIVE
MANTOLOKING, NJ 08738

VARELA ERIC TR
VAN DYKE REBECCA TR
29 PLEASANT ST
MIDDLETON, MA 01949

Town of Middleton
Certified Abutters List Request Form

This form must be completed and Assessors fee of \$10.00 must be paid before release of the certified abutters list.

Submission Date 7/28/23 Issue Date _____

Department requiring list: ?

300 Ft. 100 Ft. (Conservation Only) Direct Abutters

Person/Party requesting list: VILLEBRIDGE ACQUISITIONS LLC

Address: 1150 GREAT PLAIN AVE # 920056 NEEDHAM, MA 02492

LARS@VILLEBRIDGE.COM

Phone #: 617-418-3575 Email Address _____ Misc: _____

Property Owner: CHAMPLAIN REALTY TRUST

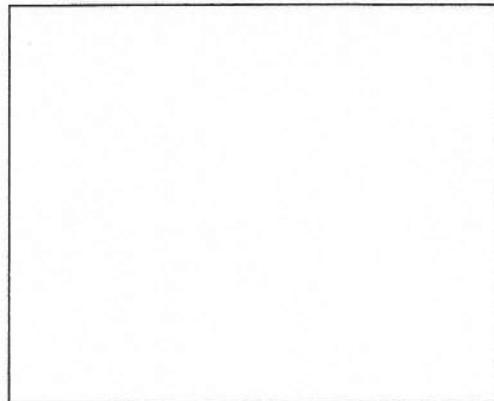
Assessor's Map(s) 25 Lot(s) 65 Location 49 SOUTH MAIN ST

Assessors Fee Paid: Yes No

The Assessors Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Certified By:

Middleton Assessors



Certification of Parties in Interest

The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.

Town of Middleton
Certified Abutters List Request Form

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Person/Party requesting list: VILLEBRIDGE ACQUISITIONS LLC

Address: 1150 GREAT PLAIN AVE # 920056 NEEDHAM, MA 02492

LARS@VILLEBRIDGE.COM

Phone #: 617-418-3575 Email Address _____ Misc: _____

Property Owner: CHAMPLAIN REALTY TRUST

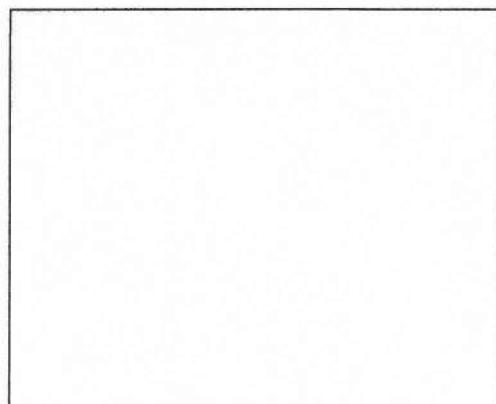
Assessor's Map(s) 25 Lot(s) 66 Location 10 BOSTON STREET

Assessors Fee Paid: Yes No

The Assessors Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Certified By:

Middleton Assessors



Certification of Parties in Interest

The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.

Town of Middleton
Certified Abutters List Request Form

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Submission Date 7/28/23 Issue Date _____

Department requiring list: ?

300 Ft. 100 Ft. (Conservation Only) Direct Abutters

Person/Party requesting list: VILLEBRIDGE ACQUISITIONS LLC

Address: 1150 GREAT PLAIN AVE # 920056 NEEDHAM, MA 02492

LARS@VILLEBRIDGE.COM

Phone #: 617-418-3575 Email Address _____ Misc: _____

Property Owner: CHAMPLAIN REALTY TRUST

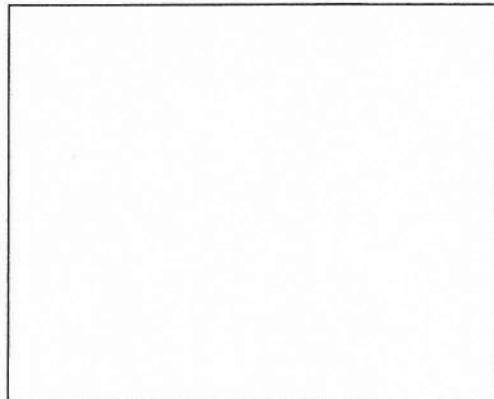
Assessor's Map(s) 25 Lot(s) 67 Location 18 BOSTON ST

Assessors Fee Paid: Yes No

The Assessors Office requires ten (10) working days to certify an Abutters List. This list is valid for sixty days only from date of issue.

Certified By:

Middleton Assessors



Certification of Parties in Interest

The Board of Assessors of the Town of Middleton do hereby certify, in accordance with the provisions of Section 10 and 11 of Chapter 808 of the Acts of 1975, that the following named persons, firms and corporations are parties in interest, as in said Section 11 defined, with respect to the premises herein above described.

Comprehensive Permit Application Form

APPLICATION FOR COMPREHENSIVE PERMIT
Town of Middleton Zoning Board of Appeals

(To be filled out by town clerk office only)	
Application Filing Date: _____	Received by: _____
<p>Required Fees:</p> <p>Limited Dividend Org. (\$1,000+\$50/unit) Non-Profit Organization (\$1,000+\$25/unit) Public Agency (\$0)</p> <p>Total Fee: _____</p> <p>Amount Received: _____</p>	
Please refer to Section 260 of Town Code for ZBA Comprehensive Permit Rules	
<p>APPLICANT INFORMATION</p> <p>APPLICANT</p> <p>Name: Villebridge Acquisitions LLC Company: Villebridge Acquisitions LLC Address: 1150 Great Plain Ave # 920056 Needham, MA 02492 Tel#: 617-418-3575 Email: lars@villebridge.com</p> <p>APPLICANT STATUS</p> <p><input checked="" type="checkbox"/> Limited Dividend Organization <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Public Agency</p> <p>Subsidizing Agency: MassHousing Subsidy Program: Federal Home Loan Bank of Boston New England Fund (NEF) Program</p>	<p>PROPERTY INFORMATION</p> <p>Property Owner:</p> <ul style="list-style-type: none"> • 10 Boston St.: Champlain Realty Trust • 49 S. Main St.: Champlain Realty Trust • 18 Boston St.: Stigliano, Inc. <p>Property Address/Location/Description:</p> <ul style="list-style-type: none"> • 10 Boston St.: ~1.2 acres • 49 S. Main St.: ~3.2 acres • 18 Boston St.: ~1.6 acres <p>Essex South Register of Deeds Book/Page:</p> <ul style="list-style-type: none"> • 10 Boston St.: 27663 / 399 • 49 S. Main St.: 10741 / 196 • 18 Boston St.: 35947 / 473 <p>Assessors Map/Lot #:</p> <ul style="list-style-type: none"> • 10 Boston St.: 25 / 66 • 49 S. Main St.: 25 / 65 • 18 Boston St.: 25 / 67 <p>Zoning District:</p> <ul style="list-style-type: none"> • 10 Boston St.: Residential R1a • 49 S. Main St.: Business B • 18 Boston St.: Residential R1a <p>Plan Title: n/a Plan Date: n/a Number of existing parcels/lots: 3 Number of Proposed Parcels/Lots: 3, of which 1 is the subject of this application</p>
<p>DEVELOPMENT TEAM</p> <p>Attorney: John Smolak, Smolak & Vaughan LLP Email: jsmolak@smolakvaughan.com Engineer: Joe Peznola, Hancock Associates Inc. Email: jpeznola@hancockassociates.com Architect: Ed Bradford, The Architectural Team Email: ebradford@architecturalteam.com</p>	
<p>SIGNATURES</p> <p>To the Middleton Zoning Board of Appeals, the undersigned herewith submits the accompanying application for Comprehensive Permit pursuant to MGL Ch. 40B, Sections 20-23, CMR 30.00 and 31.00, and the Middleton Zoning Board of Appeals Comprehensive Rules, Town Code, Section 260.</p> <p>Applicant signature:  , Manager Date: August 22, 2023</p> <p>Owner signature : See attached owner authorizations Date: n/a</p>	

OWNER AUTHORIZATION

The undersigned, Champlain Realty Trust (the "Owner"), as the owner of 49 South Main Street and 10 Boston Street, Middleton, MA (the "Property") hereby authorizes Villebridge Acquisitions LLC (the "Applicant") to apply for one or more permits and approvals from the Town of Middleton.

The Owner may rescind this authorization in the event the agreement between the Owner and Applicant to redevelop the Property is no longer a valid and binding agreement between the parties. The Owner disclaims any responsibility for the actions of, or information provided by, the Applicant relating to any requests for approval or otherwise.

Owner:

Champlain Realty Trust

By: Chris Kourkoulis / 10/25/22

Chris A. Kourkoulis, Trustee / Date

By: _____ / _____

Paul A. Kourkoulis, Trustee / Date

OWNER AUTHORIZATION

The undersigned, Champlain Realty Trust (the "Owner"), as the owner of 49 South Main Street and 10 Boston Street, Middleton, MA (the "Property") hereby authorizes Villebridge Acquisitions LLC (the "Applicant") to apply for one or more permits and approvals from the Town of Middleton.

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Owner:

Champlain Realty Trust

By: _____ /

Chris A. Kourkoulis, Trustee / Date

By:  /

Paul A. Kourkoulis, Trustee / Date

October 25, 2022

OWNER AUTHORIZATION

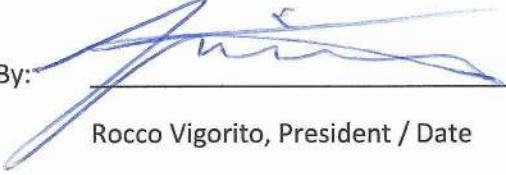
The undersigned, Stigliano Inc.(the "Owner"), as the owner of 18 Boston Street, Middleton, MA (the "Property") hereby authorizes Villebridge Acquisitions LLC (the "Applicant") to apply for one or more permits and approvals from the Town of Middleton.

The Owner may rescind this authorization in the event the agreement between the Owner and Applicant to redevelop the Property is no longer a valid and binding agreement between the parties. The Owner disclaims any responsibility for the actions of, or information provided by, the Applicant relating to any requests for approval or otherwise.

Owner:

Stigliano Inc.

By:

 Rocco Vigorito, President

10-27-2022

Comprehensive Permit Plans

Provided Under Separate Cover

MassHousing Project Eligibility / Site Approval Application



**Comprehensive Permit
Site Approval Application
Rental**

www.masshousing.com | www.masshousingrental.com

Comprehensive Permit Site Approval Application/Rental

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

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

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

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

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

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

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

<https://www.mass.gov/doc/760-cmr-56-comprehensive-permit-low-or-moderate-income-housing/download>
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

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

**Manager of Planning Programs
One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Jessica Malcolm at 617-854-1201 or jmalcolm@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

Our Commitment to You

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

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

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

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

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

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 90 days of our receipt of your application package.



Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 1: GENERAL INFORMATION

Name of Proposed Project: Villebridge Middleton

Municipality: Middleton

County: Essex

Address of Site: 10 Boston St

Cross Street:

Zip Code: 01949

Tax Parcel I.D. Number(s): 0025-0000-0066

Name of Proposed Development Entity To-be-formed LDO

(typically a single purpose entity):

Entity Type: Limited Dividend Organization

** 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? No

State Formed: Massachusetts

Name of Applicant: Villebridge Acquisitions LLC

(typically the Proposed Development Entity or its controlling entity or individual)

Applicant's Web Address: villebridge.com

Does the applicant have a related party relationship with any other member of the development team? No

If yes, please explain:

Primary Contact Information:

Contact Name: Lars Unhjem, Manager

Relationship to Applicant:

Company Name: Villebridge Acquisitions LLC

Address: 1150 Great Plain Ave # 920056

Municipality: Needham

State: Massachusetts

Zip: 02492

Phone: 617-418-3575

Cell Phone: 617-418-3575

Email: masshousing@villebridge.com

Secondary Contact Information:

Contact Name: Lars Ummjem, Manager

Contact Name: To-be-formed LDO

Company Name: Address: 1150 Great Plain Ave # 920056

Address: Municipality: Needham

Municipality: Phone: 617-418-3575

Phone: Email: masshousing@villebridge.com

Email:

Relationship to Applicant:

Relationship to Applicant:

State: Massachusetts

Zip: 02492

State: Cell Phone: 617-418-3575

Zip:

Cell Phone:

Additional Contact Information:

Contact Name: John Smolak

Relationship to Applicant:

Company Name: Smolak & Vaughan, LLP

Applicant's legal counsel

Address: 21 High Street # 310

Municipality: North Andover

State: Massachusetts

Zip: 01845

Phone: (978) 327-5215

Cell Phone:

Email: jsmolak@smolakvaughan.com

Anticipated Construction Financing: NEF

Name of Lender (if not MassHousing financed): Eastern Bank

Anticipated Permanent Financing: NEF

Other Lenders: Eastern Bank

Please note: under the NEF Program, a minimum of 25% of the Permanent financing must be obtained from an NEF Lender and remain in place for 5 years

Age Restriction: None

Brief Project Description:

Sixty (60) rental apartments homes within one (1) three-story stacked-flat on-grade building comprising 36 (60%) 1BR, 18 (30%) 2BR, and 6 (10%) 3BR layouts and approximately 106 surface parking spaces (~1.8 ratio).

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 2: EXISTING CONDITIONS / SITE INFORMATION

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.

Buildable Area Calculations (Acres)

Total Site Area:	3.05
Wetland Area (per MA DEP):	0.00
Flood Hazard Area (per FEMA):	0.00
Endangered Species Habitat (per MESA):	0.00
Conservation / Article 97 Land:	0.00
Protected Agricultural Land (i.e. EO 193):	0.00
Other Non-Buildable:	0.00
Total Non-Buildable Area:	0.00
Total Buildable Area:	3.05

Current use of the site and prior use if known:

10 Boston: residential
49 S. Main: restaurant
18 Boston: residential

Is the site located entirely within one municipality? Yes

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

How much land is in each municipality?

Additional Site Addresses:

Address 1	Address 2	Municipality	State	Zip Code	County	Tax Parcel
49 S. Main St.		Middleton	Massac	01949	Essex	0025-0000-0065
18 Boston St.		Middleton	Massac	01949	Essex	0025-0000-0067

Current zoning classification and principal permitted uses:

See attachment 2.6

Previous Development Efforts

Please list 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).

Use Variance to allow for 47 age-restricted (55+) rental homes, of which 5 (10.6%) were proposed as affordable for households earning 80% of the area median income (AMI), plus approximately 18,000 SF of commercial space. Application withdrawn without prejudice (unanimously approved by ZBA) on 1/5/2023.

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

If Rejected, Please Explain:

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	Yes	Title 5 septic
Wastewater - public sewer	No	
Storm Sewer	Yes	For a portion of the site
Water-public water	Yes	
Water-private well	No	
Natural Gas	Yes	
Electricity	Yes	
Roadway Access to Site	Yes	
Sidewalk Access to Site	Yes	
Other	No	

Describe Surrounding Land Uses:

To the south, age-restricted (55+) multifamily. To the west, residential. To the north, residential. To the east, commercial / retail / restaurant. The Subject is located at the southern end of the "Middleton Square" downtown area.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	0.01	No
Schools	0.27	No
Government Offices	0.06	No
Multi-Family Housing	0.01	No
Public Safety Facilities	0.22	No

Office/Industrial Uses	0.16	No
Conservation Land	0.40	No
Recreational Facilities	0.19	No
Houses of Worship	0.05	No
Other	0.00	No

Public transportation near the Site, including type of transportaion and distance from site:

Unfortunately there is no public transportation in Middleton except for on-call services offered by the Council on Aging.

Site Characteristics and Development Constraints

Are there any easements, rights of way or other restrictions of record affecting the development of the site ?	No
Is there any evidence of hazardous, flammable or explosive material on the site?	Yes
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?	No
Are there documented vernal pools on the site?	No
Is the site within a local or state Historic District or listed on the National Register or Historic Places?	No
Has the site or any building(s) on the site been designated as a local, state or national landmark?	No
Are there existing buildings and structures on site?	Yes
Does the site include documented archeological resources?	No
Does the site include any known significant areas of ledge or steep slopes?	No

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 3: PROJECT INFORMATION

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.

Construction Type: New Construction

Total Dwelling Units:	60	Total Number of Affordable Units:	15
Number of Market Units:	45	Number of AMI 50% Affordable Units:	0
		Number of AMI 80% Affordable Units:	15

Unit Information:

Unit Type	Bedrooms	Baths	# Of Units	Unit Sq. Ft.	Rent	Utilities
Market	1 Bedroom	1 Bath	25	726	\$2,690	\$0
Affordable Unit - Below 80%	1 Bedroom	1 Bath	9	726	\$2,097	\$179
Market	2 Bedroom	2 Baths	13	1,184	\$3,549	\$0
Affordable Unit - Below 80%	2 Bedroom	2 Baths	5	1,184	\$2,517	\$227
Market	3 Bedroom	2 Baths	5	1,478	\$4,324	\$0
Affordable Unit - Below 80%	3 Bedroom	2 Baths	1	1,478	\$2,908	\$281
Market	1 Bedroom	1 Bath	2	875	\$2,825	\$0

Utility Allowance Assumptions (utilities to be paid by tenants):

Based on Danvers 2022

Percentage of Units with 3 or More Bedrooms: 10.00

* 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.

Handicapped Accessible Units - Total: 3 **Market Rate:** 2 **Affordable:** 1

Gross Density (units per acre): 19.6721 **Net Density (units per buildable acre):** 19.6721

Building Information:

Building Type	Building Style	Construction Type	Stories	Height	GFA	Number Bldg
Residential	Multi-family	Construction	3	42	68,887	1

Will all features and amenities available to market unit residents also be available to affordable unit residents?

Yes

If not, explain the differences:

Parking

Total Parking Spaces Provided: 106

Ratio of Parking Spaces to Housing Units: 1.77

Lot Coverage

Buildings: 18%

Parking and Paved Areas: 34%

Usable Open Space: 48%

Unusable Open Space: 0%

Lot Coverage: 52%

Does project fit definition of “Large Project” (as defined in 760 CMR 56.03 (6))?

No

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

Section 4: SITE CONTROL

Grantor/Seller: Champlain Realty Trust

Grantee/Buyer: Villebridge Acquisitions LLC

Grantee/Buyer Type: Applicant

If Other, Explain:

Are the Parties Related? No

For Deeds or Ground Leases:

Date(s) of Deed(s) or Ground Leases(s):

Purchase Price: \$0

For Purchase and Sales Agreements or Option Agreements:

Date of Agreement: 03/21/2022

Expiration Date: 11/21/2023

Date of Extension (if extension granted): 06/07/2022

New Expiration Date (if extension granted): 12/08/2023

Purchase Price: \$5,000,000

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

If Yes, Current Status of Easement: Under Purchase and Sale Agreement

Date(s) of Easements(s):

For Easements:

Date of Agreement:

Purchase Price: \$0

For Easement Purchase and Sales Agreements or Easement Option Agreements:

Expiration Date:

Date of Extension (if extension granted):

New Expiration Date (if extension granted)

Purchase Price: \$0

Grantor/Seller: Stigliano, Inc.

Grantee/Buyer: Villebridge Acquisitions LLC

Grantee/Buyer Type: Applicant

If Other, Explain:

Are the Parties Related? No

For Deeds or Ground Leases:

Date(s) of Deed(s) or Ground Leases(s):

Purchase Price: \$0

For Purchase and Sales Agreements or Option Agreements:

Date of Agreement: 06/14/2022

Expiration Date: 12/21/2023

Date of Extension (if extension granted):

New Expiration Date (if extension granted):

Purchase Price: \$930,000

Will any easements or rights of way over other properties be required in order to develop the site as proposed?: No

If Yes, Current Status of Easement: Under Purchase and Sale Agreement

Date(s) of Easements(s):

For Easements:

Date of Agreement:

Purchase Price: \$0

For Easement Purchase and Sales Agreements or Easement Option Agreements:

Expiration Date:

Date of Extension (if extension granted):

New Expiration Date (if extension granted)

Purchase Price: \$0

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 5: FINANCIAL INFORMATION

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.

Initial Capital Budget

Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	\$10,500,000
Private Equity	Tax Credit Equity	\$0
Private Equity	Developer Fee Contributed or Loaned	\$0
Private Equity	Developer Overhead Contributed or Loaned	\$0
Other Private Equity		\$0
Public/Soft Debt		\$0
Subordinate Debt		\$0
Permanent Debt	TBD	\$15,750,000
Permanent Debt		\$0
Construction Debt	for informational purposes only, not included in Sources T	\$15,750,000
Additional Source		\$0
Additional Source		\$0
Total Sources		\$26,250,000

Pre-Permit Land Value

Item	Budgeted
As-Is Market Value*:	\$1,400,000
Reasonable Carrying Costs:	\$0
Total Pre-Permit Land Value:	\$1,400,000

* As-Is market value to be determined by a MassHousing commissioned appraisal

Uses (Costs)

Item	Budgeted
Acquisition Cost (Actual):	
Actual Acquisition Cost: Land	\$3,600,000
Actual Acquisition Cost: Buildings	\$0
Reasonable Carrying Costs	\$0
Subtotal - Acquisition Costs	\$3,600,000
Construction Costs-Building Structural Costs (Hard Costs):	
Building Structure Costs	\$12,000,000
Hard Cost Contingency	\$700,000
Subtotal - Building Structural Costs (Hard Costs)	\$12,700,000
Construction Costs-Site Work (Hard Costs):	
Earth Work	\$1,400,000
Utilities: On-Site	\$0
Utilities: Off-Site	\$0
Roads and Walks	\$0
Site Improvement	\$400,000
Lawns and Plantings	\$0
Geotechnical Condition	\$0
Environmental Remediation	\$100,000
Demolition	\$100,000
Unusual Site Conditions/Other Site Work	\$0
Subtotal - Site Work (Hard Costs)	\$2,000,000
Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs):	
General Conditions	\$900,000
Builder's Overhead	\$500,000
Builder's Profit	\$700,000
Subtotal - General Conditions, Builder's Overhead & Profit	\$2,100,000
General Development Costs (Soft Costs):	
Appraisal and Marketing Study <i>(not 40B "As Is" Appraisal)</i>	\$0
Marketing and Initial Rent Up <i>(include model units if any)</i>	\$600,000
Real Estate Taxes <i>(during construction)</i>	\$100,000
Utility Usage <i>(during construction)</i>	\$0
Insurance <i>(during construction)</i>	\$200,000
Security <i>(during construction)</i>	\$0
Inspecting Engineer <i>(during construction)</i>	\$0
Construction Loan Interest	\$600,000
Fees to Construction Lender: TBD	\$50,000
Fees to Permanent Lender: TBD	\$50,000
Fees to Other Lenders:	\$0

General Development Costs (Soft Costs) - *continued*

Item	Budgeted
Architecture / Engineering	\$1,400,000
Survey, Permits, etc.	\$400,000
Clerk of the Works	\$0
Construction Manager	\$0
Bond Premiums	\$0
Environmental Engineer	\$0
Legal	\$750,000
Title (including title insurance) and Recording	\$100,000
Accounting and Cost Certification (incl. 40B)	\$0
Relocation	\$0
40B Site Approval Processing Fee	\$7,803
40B Technical Assistance / Mediation Fee	\$5,500
40B Land Appraisal Cost (as-is value)	\$5,000
40B Final Approval Processing Fee	\$7,371
40B Subsidizing Agency Cost Certification Examination Fee	\$7,371
40B Monitoring Agent Fee	\$10,000
MIP	\$0
Credit Enhancement	\$0
Letter of Credit Fees	\$0
Tax Credit Allocation Fee	\$0
Other Financing Fees	\$0
Development Consultant	\$0
Other Consultant:	\$0
Other Consultant:	\$0
Syndication Costs	\$0
Soft Cost Contingency	\$606,955
Other Development Costs: G&A, T&E, Accounting/Reporting, Misc., Unk	\$100,000
Subtotal - General Development Costs (Soft Costs)	\$5,000,000
Developer Fee and Overhead:	
Developer Fee	\$850,000
Developer Overhead	\$0
Subtotal Developer Fee and Overhead	\$850,000
Capitalized Reserves:	
Development Reserves	\$0
Initial Rent Up Reserves	\$0
Operating Reserves	\$0
Net Worth Account	\$0
Other Capitalized Reserves	\$0

Subtotal - Capitalized Reserves **\$0**

Summary of Subtotals

Item	Budgeted
Acquisition Costs (Actual):	\$3,600,000
Building Structural Costs (Hard Costs)	\$12,700,000
Site Work (Hard Costs)	\$2,000,000
General Conditions, Builder's Overhead & Profit (Hard Costs)	\$2,100,000
Developer Fee and Overhead	\$850,000
General Development Costs (Soft Costs)	\$5,000,000
Capitalized Reserves	\$0
Total Development Costs (TDC)	\$26,250,000

Summary

Total Sources	\$26,250,000
Total Uses (TDC)	\$26,250,000

Projected Developer Fee and Overhead*: \$850,000

Maximum Allowable Developer Fee and Overhead::** \$2,221,250

Projected Developer Fee and Overhead Equals **38.00% of Maximum Allowable Fee and Overhead**

* Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.

** Please consult the most recent DHCD Qualified Allocation Plan (QAP) to determine how to calculate the maximum allowable developer fee and overhead. If you have any questions regarding this calculation, please contact MassHousing.

Initial Rental Operating Pro-Forma (for year one of operations)

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lende	\$16,350,000
Annual Rate		7.00%
Term		120 Months
Amortization		360 Months
Lender Required Debt Service Coverage Ratio		1.25
Gross Rental Income		\$2,650,000
Other Income (utilities, parking)		\$55,000
Less Vacancy (Market Units): 5% (vacancy rate)		\$112,000
Less Vacancy (Affordable Units): 5% (vacancy rate)		\$21,000
Gross Effective Income		\$2,572,000
Less Operating Expenses	13,000 per unit	\$787,000
Net Operating Income		\$1,785,000
Less Permanent Loan Debt Service		\$1,305,000
Cash Flow		\$480,000
Debt Service Coverage		1.37

Describe Other Income:

Parking, storage, pets, reserved-use amenity fees, damage fines, lease-break fees, misc.

Rental Operating Expense Assumption

Item	Notes	Amount
Assumed Maximum Operating Expenses	<i>Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.</i>	\$940,000
Assumed Maximum Operating Expense/Unit*	Number of Units: 60	\$15,667

* MassHousing may request further detail regarding projected operating expenses if such expenses appear higher or lower than market comparables.

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental 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.

Development Team:

Company Name	Contact Name	Contact Role	Applicant	Dev Entity	Primary For Role
Villebridge Acquisitions LLC	Lars Unhjem, Manager	Developer	Yes	No	Yes
To-be-formed LDO	Lars Unhjem, Manager	Developer	No	Yes	Yes
Smolak & Vaughan, LLP	John Smolak	Other	No	No	Yes
The Architectural Team, Inc	Ed Bradford	Consultant - Architect and Engineer	No	No	No

Entities Responsible for Development Tasks:

Development Task	Developer / Applicant	Contact Name / Company
Architecture and Engineering	No	The Architectural Team, Inc., Ed Bradford
Construction Management	Yes	Villebridge Acquisitions LLC, Lars Unhjem, Manager
Finance Package	Yes	Villebridge Acquisitions LLC, Lars Unhjem, Manager
Local Permitting	No	Smolak & Vaughan, LLP, John Smolak
Local Permitting	Yes	Villebridge Acquisitions LLC, Lars Unhjem, Manager

Affiliated Entities:

Company Name	Individual Name	Affiliation	Relation
Villebridge Development LLC	Lars Unhjem, Manager	Related Affiliate	Applicant

Previous Applications:

Project Name:	Villebridge Middleton Square	Filing Date:	11/08/2022
Municipality:	Middleton	Decision:	Withdrawal
Subsidizing Agency:		Other Reference:	Use Var. for MF; Dim. Var. for Lot Cover by Bldg; SP for drive-thru & dims.
Type:	Special Permit		

Certification and Acknowledgement

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.)

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	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?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	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?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	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?	No

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

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

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

Signature: _____

Name: Lars Unhjem

Title: Manager

Date: 04/06/2023

Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 7: NOTIFICATION AND FEES

Notices

Event	Date
Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing:	03/14/2023
Date of Pre-Application Meeting with MassHousing:	01/20/2023
Date copy of complete application sent to chief elected office of municipality :	04/06/2023
Date notice of application sent to DHCD:	04/06/2023

Fees

All fees that are payable to MassHousing should be sent via ACH/Wire Transfer. Please contact MassHousing for the ACH/Wire Transfer instructions.

Fees payable to the Massachusetts Housing Partnership should be sent directly to MHP with the [MHP Cover Letter](#).

Fee	Amount	Description
MassHousing Application Processing Fee:	\$7,803	<i>payable to MassHousing</i>
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500 (<i>Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000</i>)	
Unit Fee:	\$3,000 (<i>\$50 per Unit</i>)	
Total TA/Mediation and Unit Fee:	\$5,500	<i>(Payable to Massachusetts Housing Partnership)</i>

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

SUSTAINABLE DEVELOPMENT CRITERIA

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Please provide information indicating that your development complies with either Method 1 or Method 2 of the Sustainable Development Principles

Method 1 - Redevelop First

If Rehabilitation:

Rehabilitation/Redevelopment/Improvements to Structure	No
Rehabilitation/Redevelopment/Improvements to Infrastructure	No

If New Construction:

- Contributes to revitalization of town center or neighborhood	Yes
- Walkable to:	
(a) transit	No
(b) downtown or village center	Yes
(c) school	Yes
(d) library	Yes
(e) retail, services, or employment center	Yes
- Located in municipally-approved growth center	No

Explanation (Required):

The development is located at the southern edge of the "Middleton Square" downtown area, and is walkable to many amenities and services, including the forthcoming municipal complex, as well as shopping, schools, the library, recreation areas, and more.



1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

April 6, 2023

Jessica L. Malcolm, Manager, Planning and Programs
Katherine Miller, Specialist, Planning and Programs
MassHousing
One Beacon Street
Boston, MA 02108

RE: Applicant: Villebridge Acquisitions, LLC
Project: Villebridge Middleton – a 60-unit Rental Community
Property: 3.05 Acres, including 10 Boston Street, a portion of 49 S. Main Street, and a portion of 18 Boston Street, Middleton, MA

Dear Ms. Malcolm and Ms. Miller:

On behalf of the Applicant, Villebridge Acquisitions, LLC, please find enclosed with this letter the Applicant's Application for Comprehensive Permit Site Approval Application/Rental in connection with a request for a Project Eligibility Letter (PEL) using the Federal Home Loan Bank of Boston's New England Fund ("NEF") Program as the Project subsidy where MassHousing serves as the Project Administrator. The proposed Project consists of a 60-unit rental community, along with parking, landscaping and other improvements to be located on a 3.05-acre parcel of land off Boston Street (Route 62) and South Main Street (Route 114) within the Middleton Center area of the Town of Middleton (the "Project Lot").

As you will note in Sections 7.2 and 7.3 of the Application, we have sent notice of this Application to the Department of Housing and Community Development (DHCD), and we have sent a copy of this Application to the Middleton Select Board Chair.

Prior Correspondence and/or Meetings with Municipal Officials

The Applicant's first meeting with Middleton officials was held a little over a year ago. Since that time, dozens of meetings, phone calls, emails and other communications have occurred with Town officials and residents as we explored several alternative development scenarios for the site. Those efforts have

resulted in adjustments made to the Project in response to public and Town input, and the Project was presented and discussed most recently with the Middleton Select Board at the Select Board's regularly scheduled public meeting held on March 14, 2023.

During the March 14th meeting, we also received productive feedback from the Select Board and the public on several topics. As a result, we agreed to consider: (i) relocating the Boston Street driveway to minimize disruptions to our neighbors across the street; and, (ii) relocating the trash/recycling areas further away from Rowell Lane and/or screening these areas. We will be conducting additional site engineering, traffic engineering, and operations management studies in the coming months to advance these considerations and confirm whether we can reasonably make these requested adjustments as a part of the Zoning Board of Appeals review process.

The Project Lot

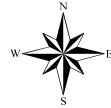
As referenced in this letter and Application, the land area that is the subject of this PEL application (the "Project Lot") includes 10 Boston Street, a portion of 49 South Main Street, and a portion of 18 Boston Street, collectively consisting of approximately 3.05 acres. We have included a draft preliminary approval not required (ANR) plan that consolidates the Project Lot, and depicts two other lots, including the remainder lot having an address of 18 Boston Street, and a separate lot to be developed for future commercial use (the "Commercial Lot"). Both 18 Boston Street and the Commercial Lot are not a part of the Project Lot or Project.

Thank you for your assistance, and please contact me should you have any questions, and please advise when MassHousing would like to schedule a site visit.

Respectfully submitted,



Lars Unhjem, Manager
Villebridge Acquisitions LLC



Villebridge Middleton

10 Boston St., a Portion of 49 S. Main St., and a Portion of 18 Boston St.

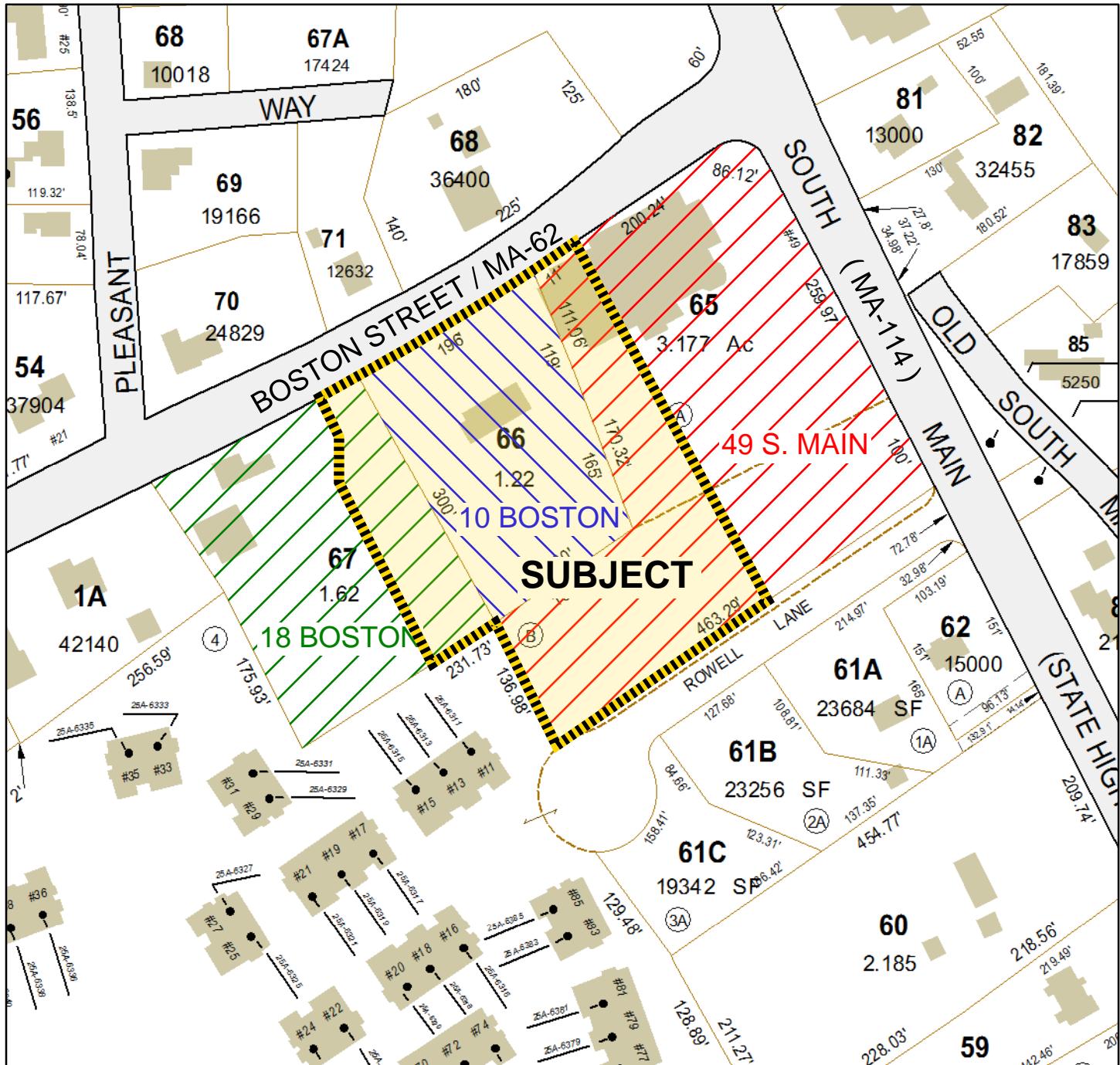
CAI Technologies
Precision Mapping. Geospatial Solutions.

March 29, 2023

1 inch = 150 Feet

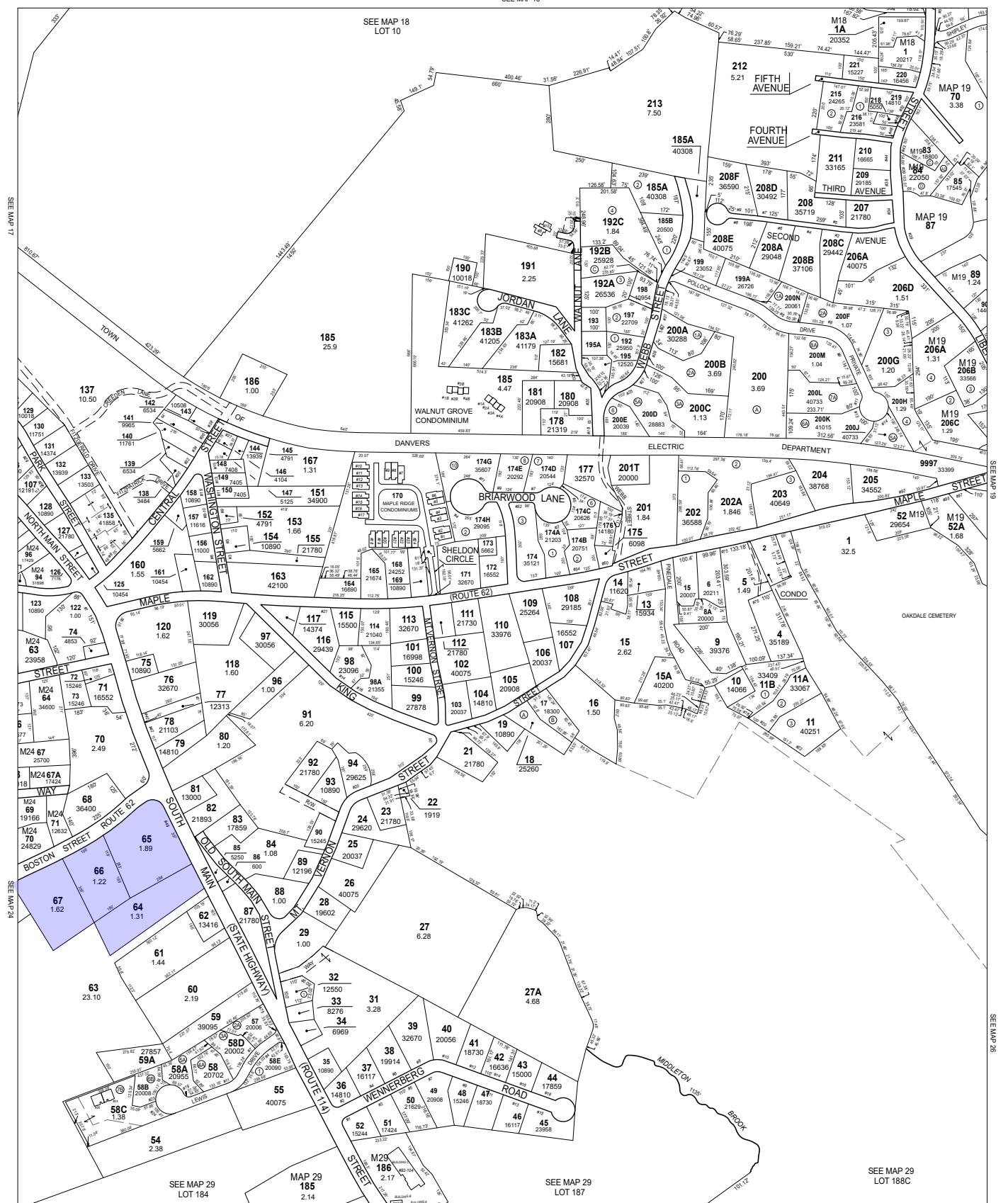
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www.cai-tech.com



Property Line	Property Hook
Public Road	BuildingPolys
Right of Way	Buildings
Tract Line	Right of Ways

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.





1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

March 29, 2023

RE: 01.3 – Directions

FROM BOSTON:

From North Washington Street, take US-1 North for 15 miles to MA-114 W/Andover Street in Danvers. Take the MA-114 W exit from US-1 N / Newbury Street / Newburyport Turnpike. Follow MA-114 W to the signalized intersection with MA-62 / Boston Street. Turn left onto MA-62 / Boston Street and travel approximately 400 feet to find the site entrance on your left.

Alternatively, take I-93 N to I-95 N. Take I-95 N to exit 59 for Main Street / Lynnfield Center / Wakefield. Continue to the right toward Main Street / Lynnfield Center. Continue on Main Street until it becomes MA-62 / Boston Street at the unsignalized intersection at Elm Street in Middleton. Continue on MA-62 / Boston Street an additional 1.7 miles and the entrance to the site will be on your right, approximately 400 feet before the signalized intersection with MA-114 / S. Main St.



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March 29, 2023

RE: 01.4 - Additional Site Information

As highlighted in the attachment 01.1 – Location Map of this application package, the Subject property for this application includes the entirety of 10 Boston St., a portion of 49 S. Main St., and a portion of 18 Boston St.

The portion of 49 S. Main St. not included in the Subject property is expected to be permitted as commercial property subject to Middleton ordinances.

The portion of 18 Boston St. not included in the Subject property will be retained by the current owner.

Included in this application package is a draft preliminary subdivision plan that will establish the three separate fee-ownership parcels as outlined above.

MIDDLETON

10 & 18 Boston Street &
49 South Main Street
Middleton, Massachusetts 01949

**VILLEBRIDGE
DEVELOPMENT
LLC.**

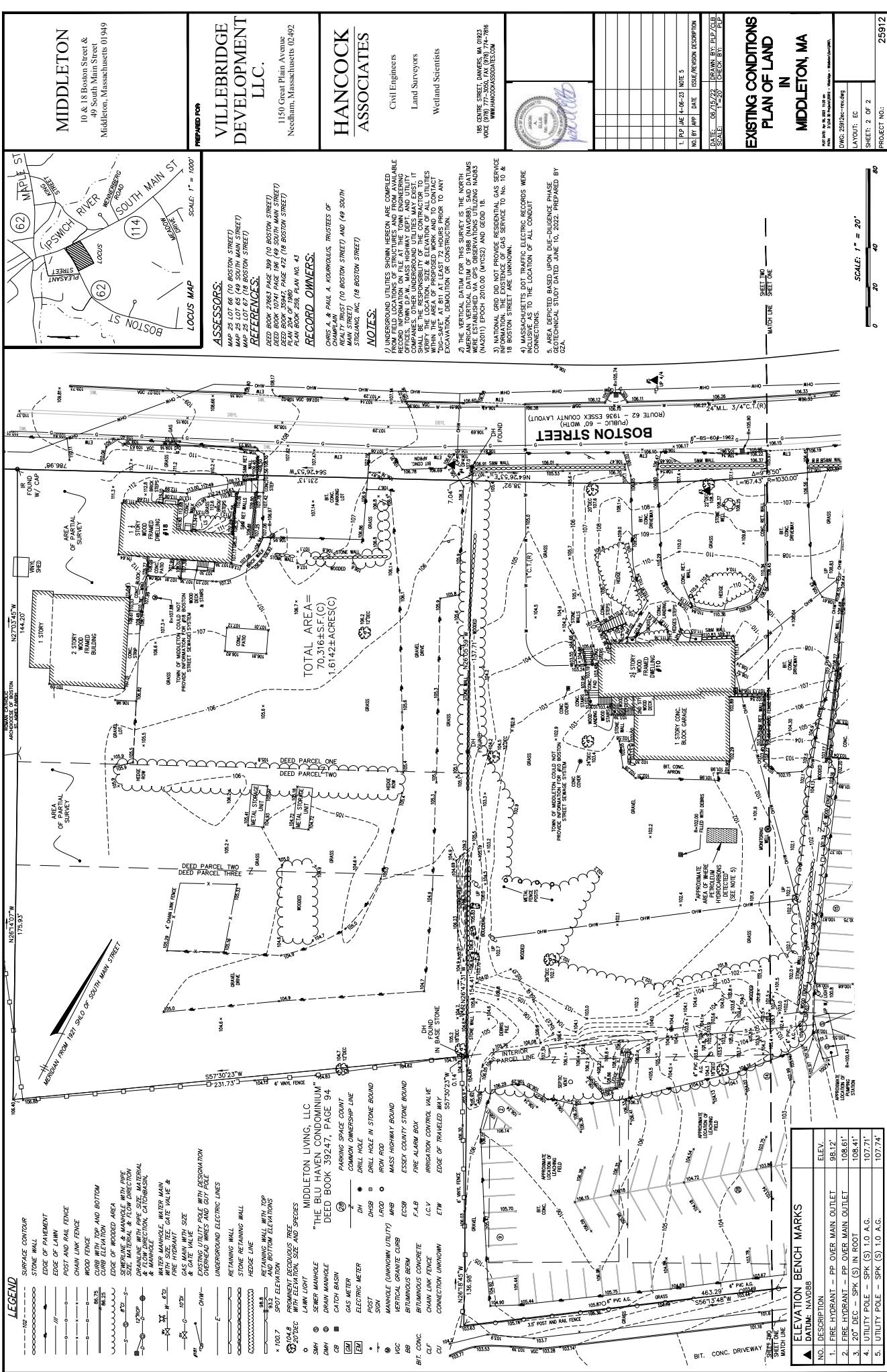
HANCOCK
ASSOCIATES

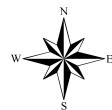
VOICE (978) 777-3050, FAX (978) 774-7816
WWW.HANCOCKASSOCIATES.COM

EXISTING CONDITIONS
PLAN OF LAND
IN
MIDDLETON, MA

PROJECT NO.: 25912

SEE SHEET 2 OF 2 FOR NOTES & LEGEND





Villebridge Middleton

10 Boston St., a Portion of 49 S. Main St., and a Portion of 18 Boston St.

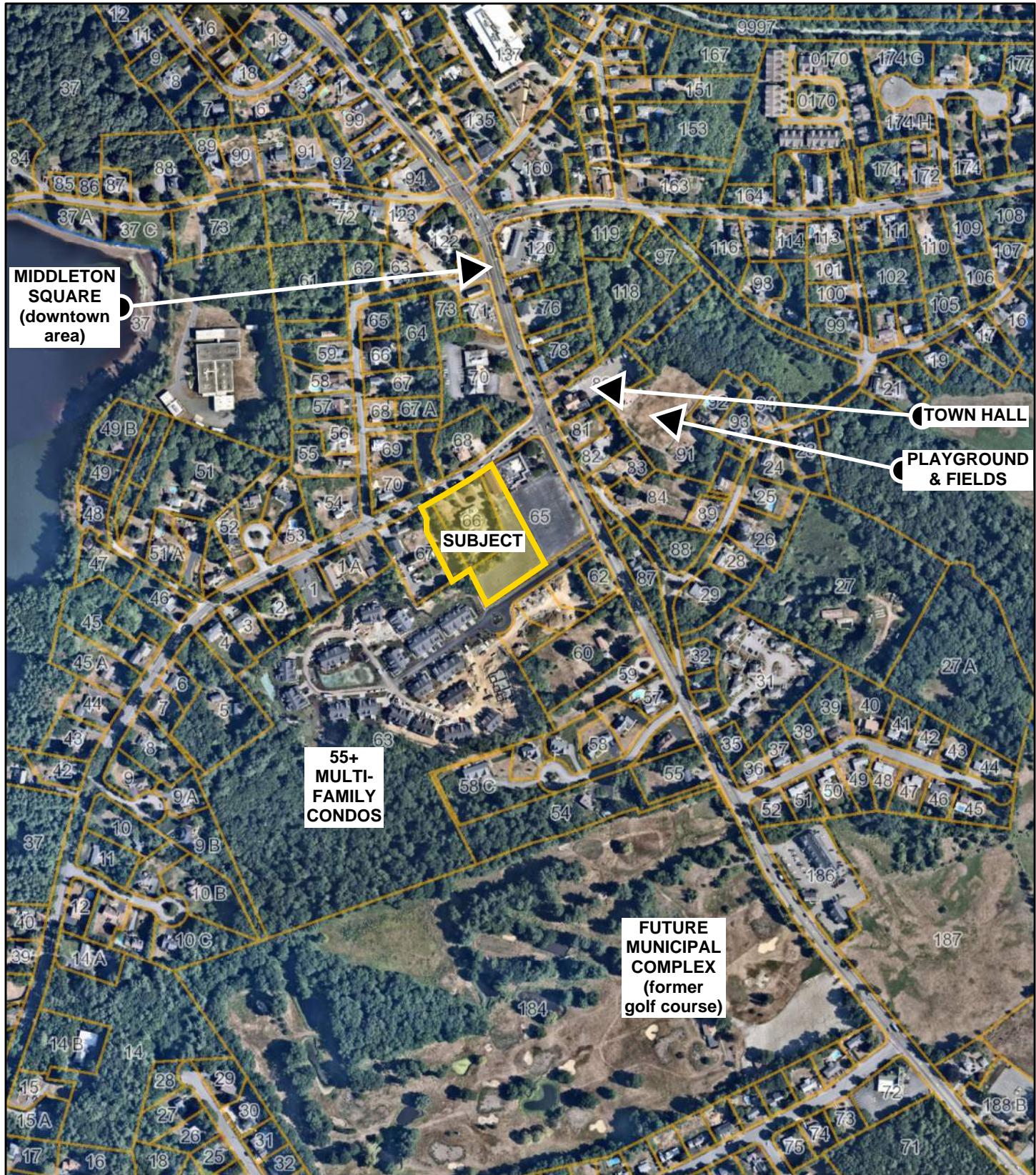


March 29, 2023

1 inch = 500 Feet

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Villebridge Middleton

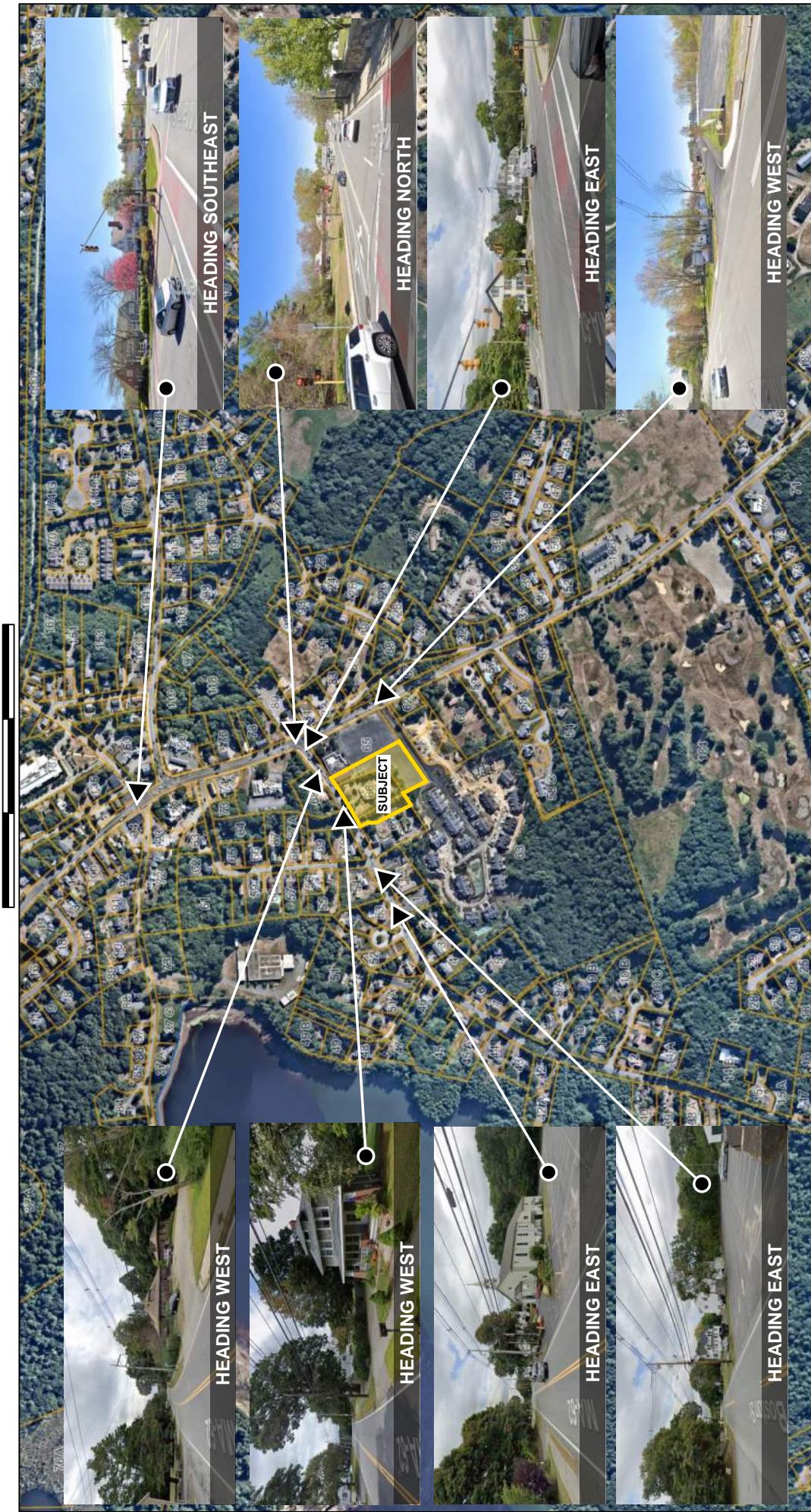
10 Boston St., a Portion of 49 S. Main St., and a Portion of 18 Boston St.

March 29, 2023

www.cai-tech.com

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March 29, 2023

RE: 02.4 – Development Constraints

The proposed Project does not appear to have any substantive development constraints, and the following is a summary of the same:

1. Endangered Species. Based upon a review of the NHESP regulatory data viewer, the previously developed site parcels are not located in a mapped NHESP Priority Habitat.
2. Wetlands. The site parcels contain no wetland resource areas or wetland buffer zones.
3. Water Supply. Based upon review of mapped GIS data, the site parcels are neither located within a mapped groundwater or surface water protection zone.
4. FEMA. The site parcels are not mapped or located with a 100-year floodplain as designated on the latest applicable FEMA FIRM.
5. Oil or Hazardous Materials. Based upon both a Phase I and Limited Phase II Environmental Site Assessment (ESA) of the site parcels conducted by GZA GeoEnvironmental, Inc. (collectively, the GZA Reports), the site parcels contain no Recognized Environmental Conditions (REC's), other than a limited, confined area of petroleum hydrocarbons detected in soils. Based upon the GZA Reports, in the 1950s and 1960s, the 10 Boston Street parcel was used as a part of a fuel oil business, which included the bulk storage of fuel oil in above ground storage tanks (ASTs). GZA conducted invasive investigation in this localized area of the site, and petroleum hydrocarbons (appearing to be no. 2 fuel oil) were detected in two soil samples which based upon testing, appears to be limited to this small portion of the Site. Groundwater testing performed in this area confirmed compliance with all regulatory standards. Because the release is located in a very confined area and is limited to soils, the likely preferred action to address this limited area would be the excavation and off-site disposal of such soils, all of which would be undertaken in accordance with MassDEP regulations (310 CMR 40.000, or the Massachusetts Contingency Plan)

and other applicable regulatory requirements. Based upon the investigations to date, and once the impacted soils are removed and replaced with clean fill, it appears likely that the site would be closed out under MassDEP regulations without the need for any further action.

6. **Outstanding Resource Waters.** Based upon the MassGIS database, the site parcels are not located within an outstanding resource water.

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QCBG DQDQH DSBH/IRU DQHFRVH FRQWLQDILHV
LHQHFRVH SUHFRVH



1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

March 29, 2023

RE: 02.6 – Current Zoning Classification & Principal Permitted Uses

Current Zoning Classification:

Property	Zoning District
10 Boston St.	Residential District R-1a
49 S. Main St.	Business District B
18 Boston St.	Residential District R-1a

Permitted Uses:

See enclosed **235 Attachment 2 – Table of Use Regulations**

Town of Middleton

Table of Use Regulations

[Amended 11-29-2011 STM by Art. 6; 5-14-2013 ATM by Art. 6]

Use	Districts				
	R-1a	R-1b	RA	R-2	B
A. Agriculture					
1. Use of land for the primary purpose of agriculture, horticulture, floriculture or viticulture on a parcel of more than five acres in area, as per G.L. c. 40A, § 3	Y	Y	Y	Y	Y
2. Facilities for the sale of produce, and wine and dairy products, provided that during the months of June, July, August and September of every year, or during the harvest season of the primary crop, the majority of such products for sale, based on either gross sales dollars or volume, have been produced by the owner of the land containing more than five acres in area on which the facility is located	Y	Y	Y	Y	Y
3. Farm, commercial	N	N	BA	N	Y
4. Nonexempt farm stand	BA	BA	N	N	N
5. Commercial greenhouse or nursery	N	N	BA	N	N
6. Poultry farm	N	N	BA	N	N
B. Residential					
1. Single-family detached dwelling	Y	Y	Y	N	N
2. Two-family dwelling	PB	PB	N	PB	N
3. Conversion of single-family nonconforming dwelling into two-family dwelling (See Section 7.2)	PB	PB	N	PB	N
4. Multifamily dwelling; conversion of existing single-family dwelling into multifamily dwelling (See Section 7.1)	N	N	PB	N	N
5. Flexible development (See Section 7.3)	N	PB	PB	N	N
6. Rooming or boarding house with not more than 2 boarders	Y	Y	Y	N	N
C. Commercial					
1. Retail establishment	N	N	N	Y	Y*
2. Personal service establishment	N	N	N	Y	Y*

MIDDLETON CODE

Use	Districts				
	R-1a	R-1b	RA	R-2	B
3. General service establishment	N	N	N	N	BA
4. Trade shop	N	N	N	N	BA
5. Funeral home	N	N	N	Y*	N
6. Nursing home	N	N	N	Y*	N
7. Veterinary hospital	N	N	N	BA	BA
8. Kennel	N	N	BA	BA	BA
9. Riding stable	N	N	BA	BA	BA
10. Motor vehicle light service or repair establishment	N	N	N	BA	BA
11. Motor vehicle general or body repair	N	N	N	BA	BA
12. Boat sales, new and used	N	N	N	BA	BA
13. Restaurant	N	N	N	Y	Y*
14. Restaurant with entertainment	N	N	N	BA	N
15. Restaurant drive through	N	N	N	BA	BA
16. Restaurant, fast food	N	N	N	Y	Y*
17. Business or professional office	N	N	N	Y	BA
18. Medical or dental office, clinic, or laboratory	N	N	N	Y	BA
19. Bank or other financial institution	N	N	N	Y	BA
20. Contracting or landscaping business and equipment storage yard	N	N	N	BA	BA
21. Bed-and-breakfast	N	BA	N	N	N
22. Nonprofit country club, tennis club, lodge building, or other social, civic or outdoor recreational use	BA	BA	BA	N	N
23. Camp	N	N	BA	N	N
24. Indoor commercial recreational use	N	N	N	BA	BA
25. Hotel, motel	N	N	N	BA	Y
26. Educational use, nonexempt	N	N	N	BA	N
27. Wireless communication facility (See Section 6.5)	N	N	N	BA	BA

*Only with frontage on South Main and North Main Street and not more than 500 feet back from the center line of South Main Street on either side of the street.

D. Industrial

1. Light manufacturing
2. Machine shop
3. Woodworking and furniture manufacturing

ZONING

Use	Districts				
	R-1a	R-1b	RA	R-2	B
4. Industrial park (See Section 6.6)	N	N	N	N	Y**
5. Research facility	N	N	N	N	Y
6. Wholesale, warehouse, distribution or storage facility, including mini-storage warehouse	N	N	N	N	BA
7. Accessory retail, personal service, or food service to permitted use, not to exceed 5% of gross floor area	N	N	N	N	BA
8. Accessory outdoor storage of fuel supply	N	N	N	N	BA
** Only with frontage on South Main south of the intersection with Meadow Drive.					
E. Exempt/Public/Institutional					
1. Use of land or structures for religious purposes	Y	Y	Y	Y	Y
2. Use of land or structures for educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination, or by a nonprofit educational corporation	Y	Y	Y	Y	Y
3. Adult day-care facility	BA	BA	BA	BA	BA
4. Child-care facility	Y	Y	Y	Y	Y
5. Municipal facilities	Y	Y	Y	Y	Y
6. Essential services	BA	BA	BA	BA	BA
7. Cemetery	N	N	BA	BA	BA
8. Hospital or sanitarium	N	N	BA	N	N
F. Other Uses					
1. Drive-through or drive-up window or facility	N	N	N	N	BA
2. Parks, playgrounds, conservation areas, water supply areas, or land owned and operated for the public enjoyment or service by a public or semipublic entity	Y	Y	Y	Y	Y
3. Temporary uses (See Section 3.4)	SB	SB	N	N	N
4. Heliport	N	N	N	N	Y
G. Accessory Uses					
1. Home occupation (See Section 3.2.2)	Y	Y	Y	N	N
2. Private: swimming pool, pool cabana, tool shed, boathouse, garage, and recreational playing surface, including, but not limited to, tennis court, sport court, basketball court, and ice sport surface	Y	Y	Y	N	N
3. Use of building or land for raising and keeping of pets and/or livestock or other farm animals or poultry (See Section 3.2.1)	Y	Y	N	N	N
4. Removal of sod, loam, sand, gravel or other earth product in connection with the	Y	Y	N	N	N

MIDDLETON CODE

Use	Districts						
	R-1a	R-1b	RA	R-2	B	M-1	IH
construction of a building (See Section 3.2.1)							
5. Family day-care, small	Y	Y	Y	N	N	N	N
6. Family day-care, large	BA	BA	BA	N	N	N	N
7. Adult day-care	BA	BA	BA	N	BA	BA	N
8. Renting of room to not more than 2 boarders	Y	Y	Y	N	N	N	N
9. Other accessory uses	Y	Y	Y	Y	Y	Y	Y

MIDDLETON

10 & 18 Boston Street &
49 South Main Street
Middleton, Mass. *Telephone 01040*

LEGEND

MILLEBRIDGE
DEVELOPMENT

1150 Great Plain Avenue

1150 Great Plain Avenue
Needham, Massachusetts 02492

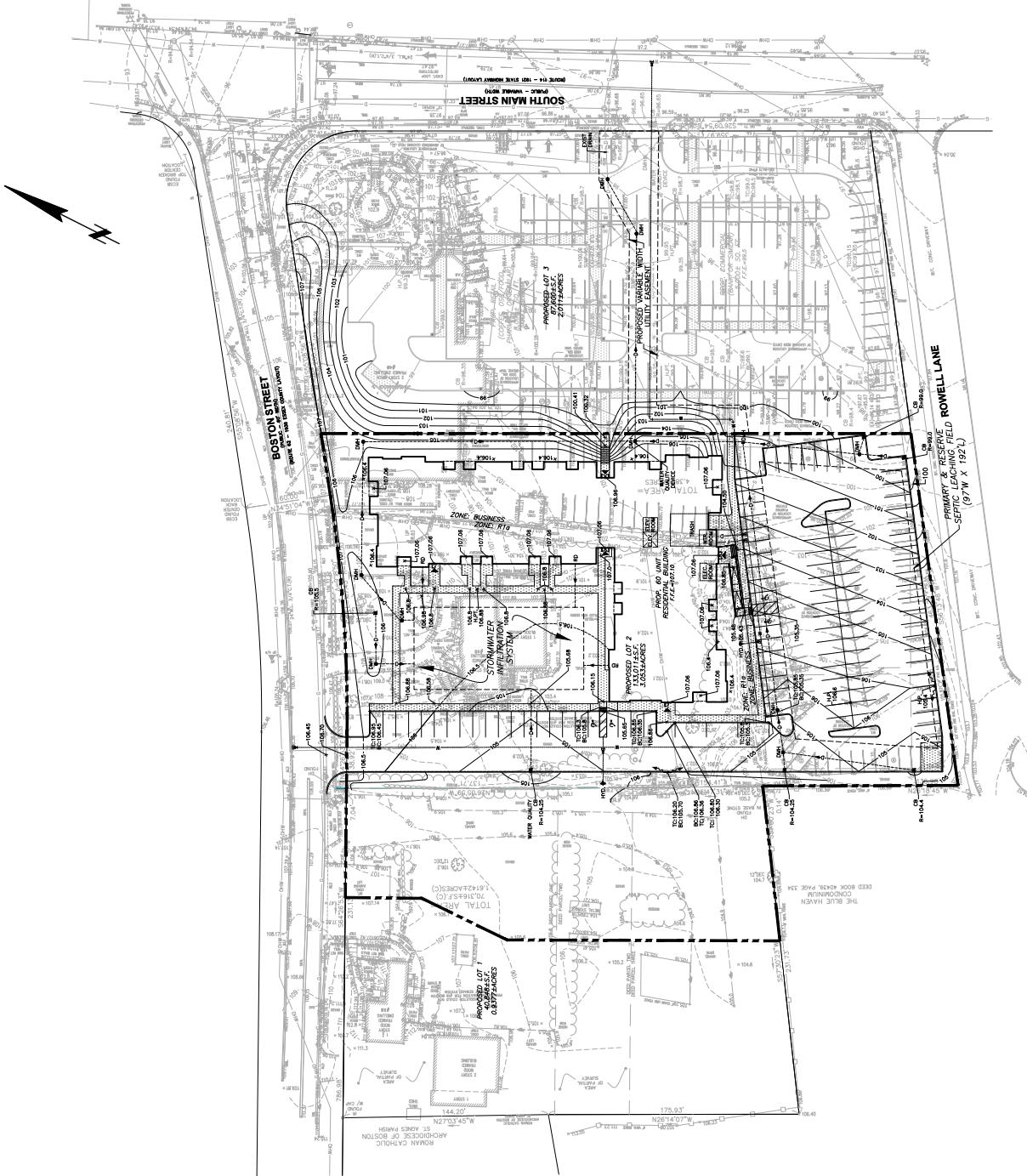
HANCOCK
ASSOCIATES

Civil Engineers
Land Surveyors

21 E BERKELEY ST., 4TH FL., BOSTON, MA 02118
TEL (617) 357-8455 FAX (617) 357-8485

PRELIMINARY GRADING, DRAINAGE, & UTILITY PLAN

NOTE: LOT 2 IS BEING SUBMITTED FOR 40B MULTIFAMILY HOUSING APPROVAL.
2. LOT 3 IS A STAND-ALONE HOUSE SIZED OUT TO BE DEVELOPED AS ALLOWED
UNDER THE STATEMENT OF USE (BY ZONING DISTRICT). LOT 3 IS NOT PART OF THE 40B
THE STATEMENT OF USE (BY ZONING DISTRICT).



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Villebridge Middleton

10 BOSTON STREET, MIDDLETON, MA

APPLICATION FOR PROJECT ELIGIBILITY TO MASSHOUSING



tat

The Architectural Team, Inc.
350 Commonwealth Ave. at Admirals Hill
Chestnut Hill, MA 02467
• 617.865.4400
F 617.865.4405
www.tatarchitects.com

SUBMISSIONS : APR. 06, 2023 | APPLICATION FOR PROJECT ELIGIBILITY TO MASSHOUSING

Consultant:

Revision:

Architect of Record:

Architectural Team, Inc.

350 COMMONWEALTH AVENUE, ADOPTED

PHONE: 617.865.4400

FAX: 617.865.4405

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

PROJECT INFORMATION:

VILLEBRIDGE REAL ESTATE

10 BOSTON STREET, MIDDLETON, MA 01846

CLIENT

THE ARCHITECTURAL TEAM, INC.

350 COMMONWEALTH AVENUE, ADOPTED

PHONE: 617.865.4400

FAX: 617.865.4405

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Architect:

THE ARCHITECTURAL TEAM, INC.

350 COMMONWEALTH AVENUE, ADOPTED

PHONE: 617.865.4400

FAX: 617.865.4405

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Architectural Engineer:

H.W. MOORE ASSOCIATES

21 EAST BURKE STREET

PROVIDENCE, RI 02818

PHONE: 917.884.0239

FAX: 917.884.0239

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Surveyor:

HANCOCK ASSOCIATES

105 CENTER STREET

DAKERVILLE, MA 01820

PHONE: 978.744.3100

FAX: 978.744.3100

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Permitting Attorney:

SNOOK & VAUGHN LLP

10TH STREET SUITE 301

NORTHANDOVER, MA 01845

PHONE: 978.352.0220

FAX: 978.352.0220

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Traffic:

VANASSE & ASSOCIATES

SIXTY EIGHT FIFTH STREET

SUITE 400, ANDOVER, MA 01810

PHONE: 978.434.4880

FAX: 978.434.4880

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Permitting Attorney:

SNOOK & VAUGHN LLP

10TH STREET SUITE 301

NORTHANDOVER, MA 01845

PHONE: 978.352.0220

FAX: 978.352.0220

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

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2019

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APRIL 06, 2023

Sheet Number:

T0.01

Architect of Record:

THE ARCHITECTURAL TEAM, INC.

350 COMMONWEALTH AVENUE, ADOPTED

PHONE: 617.865.4400

FAX: 617.865.4405

Project Name:

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Architect:

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FAX: 617.865.4405

Project Name:

Villebridge Middleton

Sheet Name:

PROJECT COVER & ILLUSTRATIVE RENDERING

Project Number:

2019

Issue Date:

APRIL 06, 2023

Sheet Number:

T0.01

Architect:

THE ARCHITECTURAL TEAM, INC.

350 COMMONWEALTH AVENUE, ADOPTED

PHONE: 617.865.4400

FAX: 617.865.4405

Project Name:

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Project Number:

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Notes:
1. Building height shall be measured as the vertical distance from the average elevation of the finished lots grade adjoining such building to the highest point of the roof in the case of a flat roof, and to the mean height between the slate and roof, and to the ridge in the case of a pitched roof.
2. Each store of a building shall be deemed to be the portion of a building between the under surface of any floor and the under surface of the floor next above.

Consultant:

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- 1 -

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Project Name: Villebridge Middleton

Middleton MA

PROJECT INFORMATION, DRAWING LIST & BUILDING KEY PLAN

Project Number:

APRIL 06 2023

T002

BUIII DING EI DOOB AREA HEIGHT AND LINIT MIX SUMMARY

111

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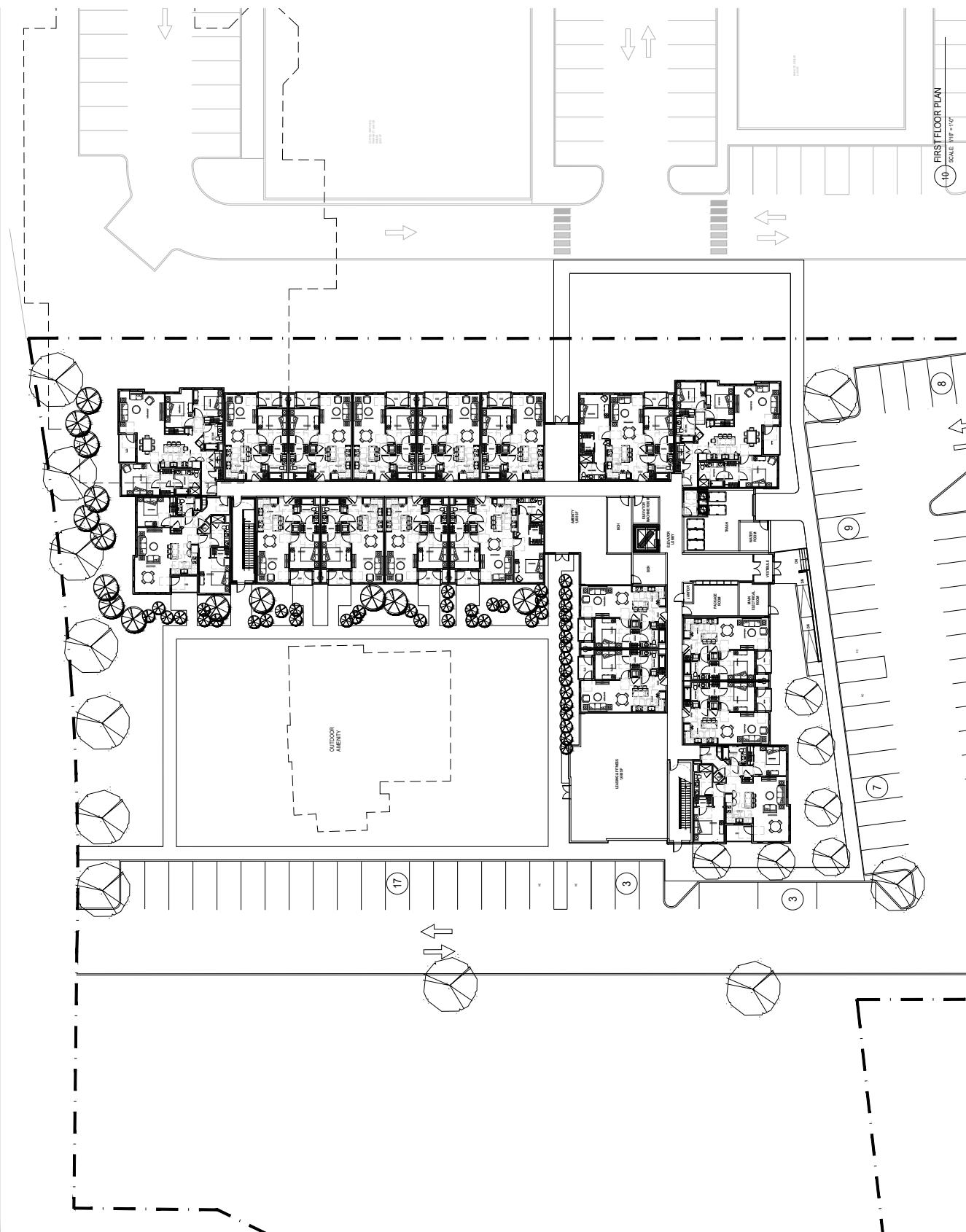
Project Name: Villebridge Middleton

1018

FIRST FLOOR PLAN

Project Number: 22019

Sheet Number:
A100



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Architect of Record:

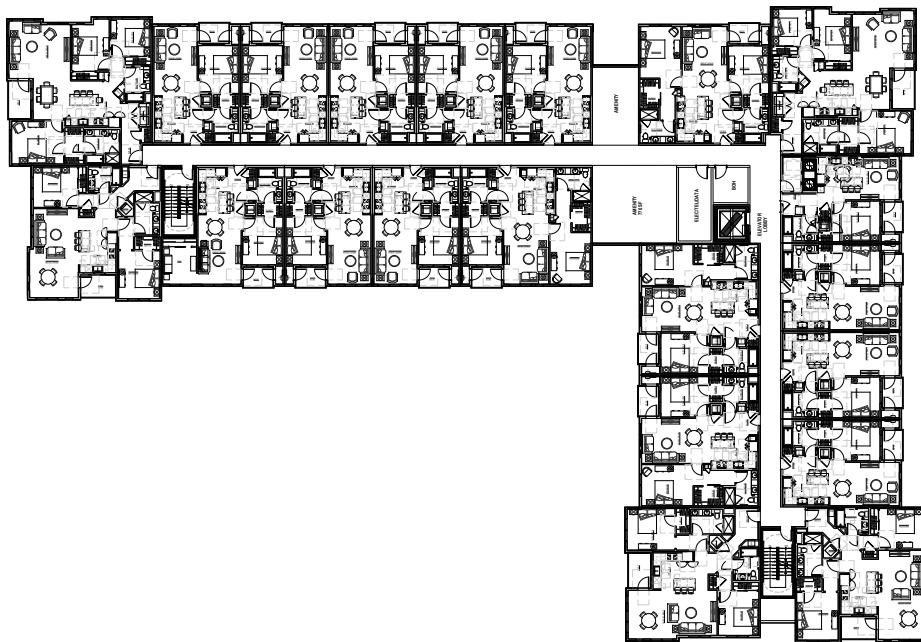
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Project Name:
Villebridge Middleton

Sheet Name:
SECOND FLOOR PLAN
Middleton, MA

Project Number:
2019
Issue Date:
APRIL 06, 2023
Sheet Number:

SECOND FLOOR PLAN
Scale: 1/16" = 1'-0"
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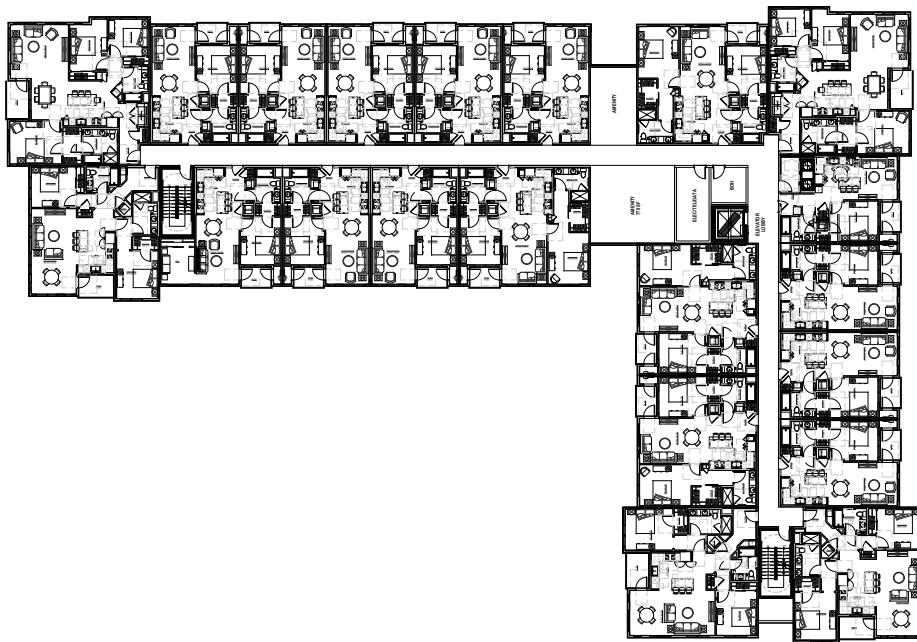
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Key Plan:

Project Name:
Villebridge Middleton
Sheet Name:
Middleton, MA

Project Number:
2019
Issue Date:
APRIL 06, 2023
Sheet Number:
A1.02

THIRD FLOOR PLAN
10 SCALE: 1/16" = 1'-0"



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Revision:

Architect of Record:

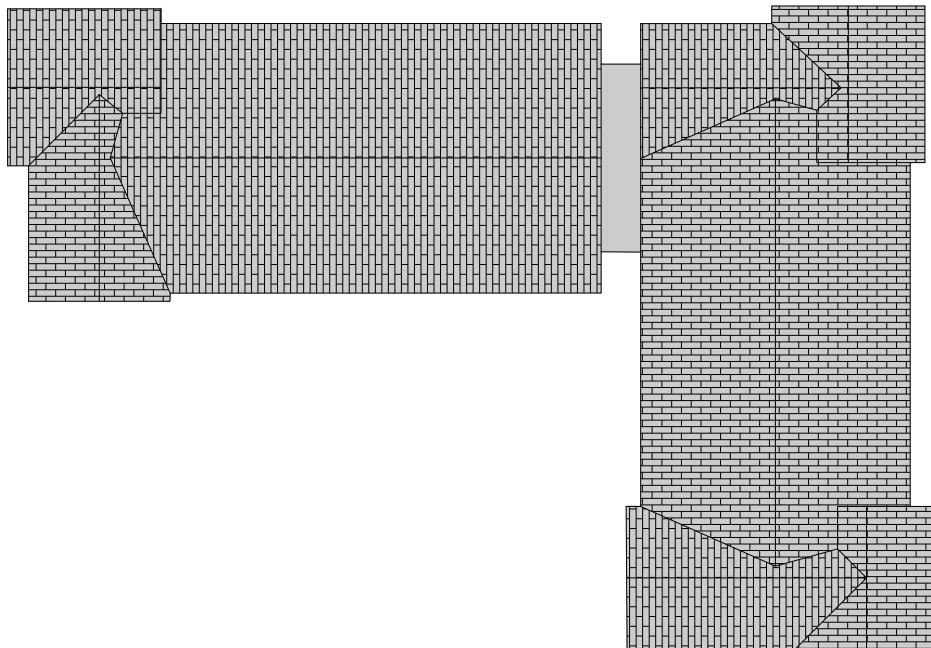
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Key Plan:

Project Name:
Villebridge Middleton

Middleton, MA
Sheet Name:
ROOF PLAN

Project Number:
2019
Issue Date:
APRIL 06, 2023
Sheet Number:

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F 404/522-7401

Consultant:

Revision:

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11 TYPICAL UNIT PLAN - 2 BR
SCALE: 1H' = 1'-0"

Scale: 1/4" = 1'-0"
Key Plan:

Project Name: Villebridge Middleton

Middleton, MA

Sheet Name: **TYPICAL
UNIT PLANS**

Project Number:
22019
Issue Date:
APRIL 06, 2023
Sheet Number:
A001

This detailed floor plan illustrates the layout of a house with the following dimensions and room descriptions:

- Overall Dimensions:** The house is 36'-7" wide by 113'-2" deep.
- Rooms and Features:**
 - Living Room:** 12' x 14' (marked with a sofa and chair).
 - Dining Room:** 8' x 10' (marked with a table and chairs).
 - Kitchen:** 10' x 12' (marked with a sink, stove, and refrigerator).
 - Breakfast Room:** 7' x 11' (marked with a table and chairs).
 - Bedroom 1:** 12' x 14' (marked with a bed).
 - Bedroom 2:** 10' x 12' (marked with a bed).
 - Bathroom:** 6' x 8' (marked with a toilet, sink, and tub).
 - Laundry Room:** 6' x 8' (marked with a washing machine and dryer).
 - Storage:** Includes a walk-in closet in the master bedroom, a trash area, and a large garage with a 20' x 20' section.
 - Exterior:** Includes a front door, a back door, and a side entrance.
- Dimensions:** Specific dimensions are provided for each room and hallway, such as 11'-11" for the master bedroom, 10'-11" for the second bedroom, and 11'-11" for the bathroom.

<u>UNIT TYPE</u>	<u>2 BR</u>
NSF	1244 SF

This architectural floor plan illustrates a house layout with the following dimensions and room details:

- Overall Dimensions:** The main structure is 28'-0" wide by 40'-0" deep.
- Rooms and Labels:**
 - Living Room:** 12'-0" x 14'-0" (3600 SF)
 - Family Room:** 12'-0" x 14'-0" (3600 SF)
 - Kitchen:** 11'-0" x 11'-0" (1230 SF)
 - Breakfast Room:** 8'-0" x 11'-0" (880 SF)
 - Bedroom:** 11'-0" x 11'-0" (1230 SF)
 - Bath:** 6'-0" x 8'-0" (480 SF)
 - Walk-In Closet:** 3'-0" x 6'-0" (18 SF)
 - Laundry Room:** 6'-0" x 8'-0" (48 SF)
 - Storage:** 2'-0" x 4'-0" (8 SF)
 - Front Porch:** 11'-0" x 14'-0" (154 SF)
 - Back Porch:** 11'-0" x 14'-0" (154 SF)
- Walls:** The plan shows exterior walls, interior walls, and a central support column.
- Doors:** Main entrance, front door, back door, and multiple interior doors.
- Windows:** Numerous windows are indicated along the exterior walls.

<u>UNIT TYPE</u>	<u>1 BR</u>
NSC	738.55

<u>UNIT TYPE</u>	<u>3 BR</u>
NSF	1484 SF

<u>UNIT TYPE</u>	<u>2 BR</u>
------------------	-------------

113

114

This architectural floor plan illustrates a two-story house with a total width of 36'-0" and a total depth of 111'-10". The layout includes:

- Ground Floor:** Living Room (12'-0" x 14'-0"), Dining Room (10'-0" x 12'-0"), Kitchen (10'-0" x 12'-0"), and a central Dining Area.
- Second Floor:** Two Bedrooms (10'-0" x 11'-0" and 10'-0" x 11'-0"), a Bath, and a central Bath/Storage area.
- Exterior Features:** A central Deck, a front Porch, and a rear Porch.
- Dimensions:** Overall dimensions are 36'-0" wide by 111'-10" deep. Room dimensions include 12'-0" x 14'-0" for the Living Room, 10'-0" x 12'-0" for the Dining Room, Kitchen, and Bath, and 10'-0" x 11'-0" for both Bedrooms.
- Fixtures:** The plan shows various fixtures including sinks, bathtubs, and a central island in the kitchen.

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Project Name: Villebridge Middleton

Sheet Name: EXTERIOR ELEVATIONS

DRAFT NUMBER

Issue Date: APRIL 06 2023

Sheet Number:
A4 01



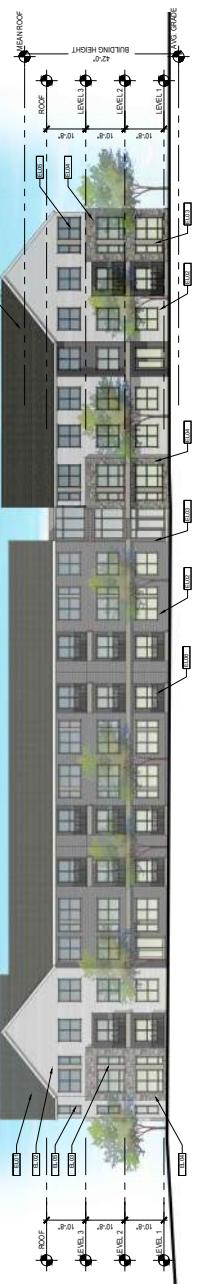
SOUTH ELEVATION
4 SCALE: 1'16" = 1'-0"



EAST ELEVATION (SOUTH MAIN STREET)



2 **NORTH ELEVATION (BOSTON STREET)**



1 WEST ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL KEY:

EL01	ASPHALT SHINGLE ROOFING
EL02	VINYL HORIZONTAL LAP SIDING
EL03	FIBER CEMENT PANEL
EL04	COMPOSITE STONE VENEER
EL05	VINYL WINDOW
EL06	ALUMINUM BALCONY GUARDRAIL

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Key Plan:

Project Name:
Villebridge Middleton

Middleton, MA

Sheet Name:
ILLUSTRATIVE
RENDERINGS

Project Number:
2019
Issue Date:
APRIL 06, 2023
Sheet Number:

A4.02



Villebridge Middleton

Project Narrative

The project site fronts Boston Street to the north and Rowell Lane to the south. West of the site is an existing multifamily residential structure. A parcel to the east of the site fronts on South Main Street (Rt. 114) and is planned for commercial development (see Figure 1).

Two structures are currently located on the site. Angelica's restaurant, at 49 South Main Street, has been closed for approximately 2 years and sits near the corner of South Main Street (Rt. 114) and Boston Street. An existing residential structure at 10 Boston Street is located to the west of 49 South Main Street. Most of the land surrounding the existing buildings is paved for parking, with the exception of landscaping about 10 Boston Street. The site is within walking distance of Middleton Square (see Figures 1 & 2).

49 South Main Street and 10 Boston Street are proposed to be demolished and replaced with a new building and site improvements, including:

- 60 residential units in a mix of new one-, two- and three-bedroom units.
- Indoor amenities including a club room, work from home offices, fitness facilities, and in-building trash and recycling services.
- Outdoor amenities including seating and dining areas, and recreation spaces.

Reflecting the rural tradition of the surrounding community, the site plan gives priority to the creation of a large open space courtyard at the main site entrance to the development from Boston Street (see Figures 4 & 5). With approximately 100' of frontage on the street, the new open space is prominent, providing a welcoming 'front door' to the new development. A large grass lawn is the centerpiece of the courtyard and intended for both active and passive recreational activities. The south edge of the courtyard, adjacent to the interior amenity space, includes an outdoor terrace with seating, dining, and barbecue areas. First floor apartment homes that front on the east edge of the courtyard benefit from expanded patio areas and views to the courtyard.

The visual impacts from the proposed development on neighboring properties will be minimal due to the site planning, massing articulation, 3-story building height, and generous setbacks (see Figures 4 & 5). The L-shaped building plan is situated on the site so that the portions of the building facing Boston Street and the residential neighborhood to the west are of the short ends of the building wings. The longer east and south wings of the building are set back approximately 220 feet from South Main Street (Rt. 114) and 130 feet from Rowell Lane, minimizing any potential visual impacts on neighboring properties.

The proposed architectural design is based on the historic character of traditional buildings found in Middleton Square and the surrounding neighborhood (see Figure 3). The proposed 3-story building massing is designed to create the impression of multiple and varied buildings, rather than one building with uninterrupted building facades, consistent with the character of local buildings (see Figure 4). Accordingly, the ends of each wing are characterized by simple gable roof forms clad in white clapboard siding. Stone veneer accents at prominent corners further complement the architecture of the existing neighborhood and contribute to the residential scale. The wings connecting the building ends are clad in clapboard siding of a darker color, allowing the ends of each wing to stand apart. Inset balconies reinforce the building's residential character while further modulating the facade.

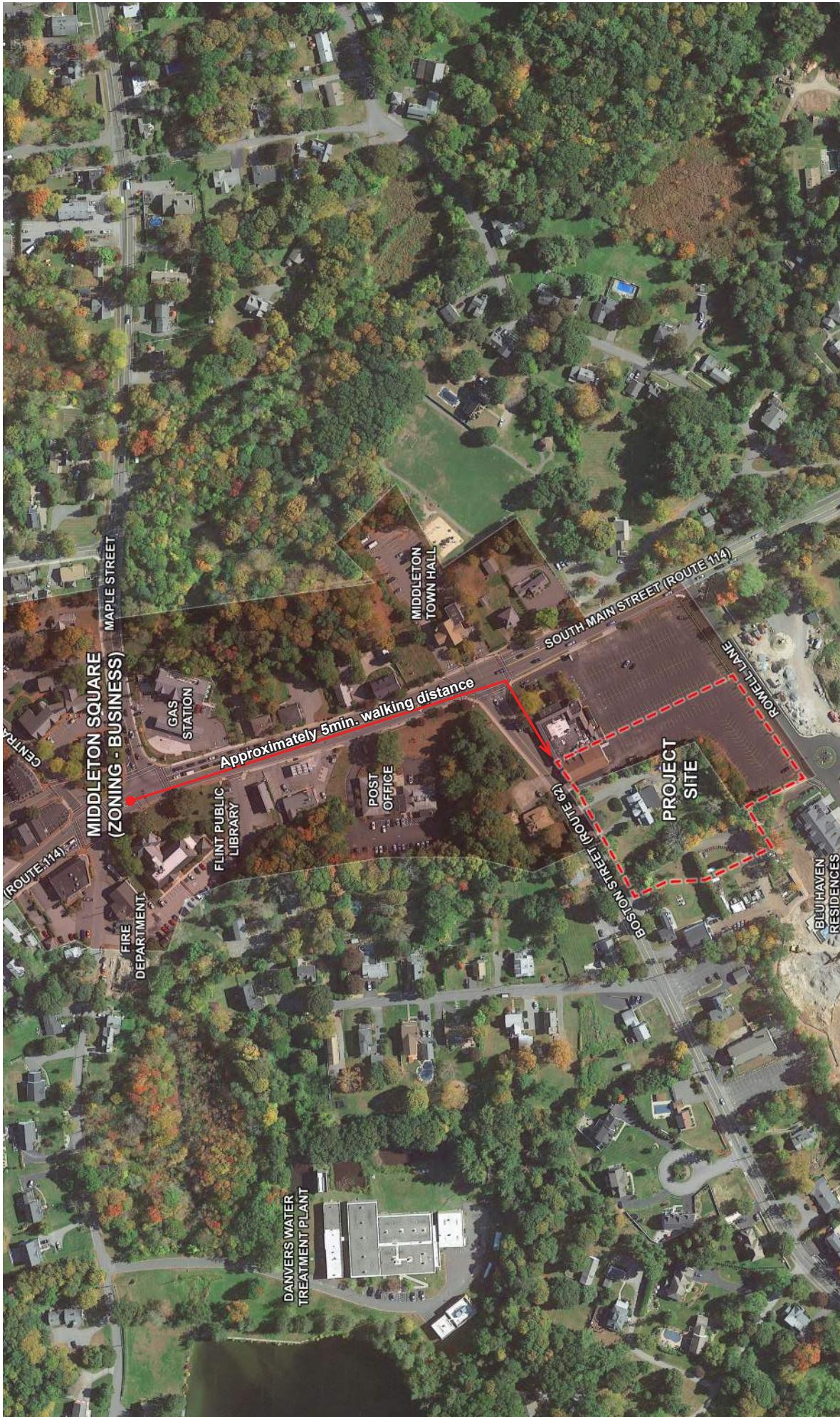


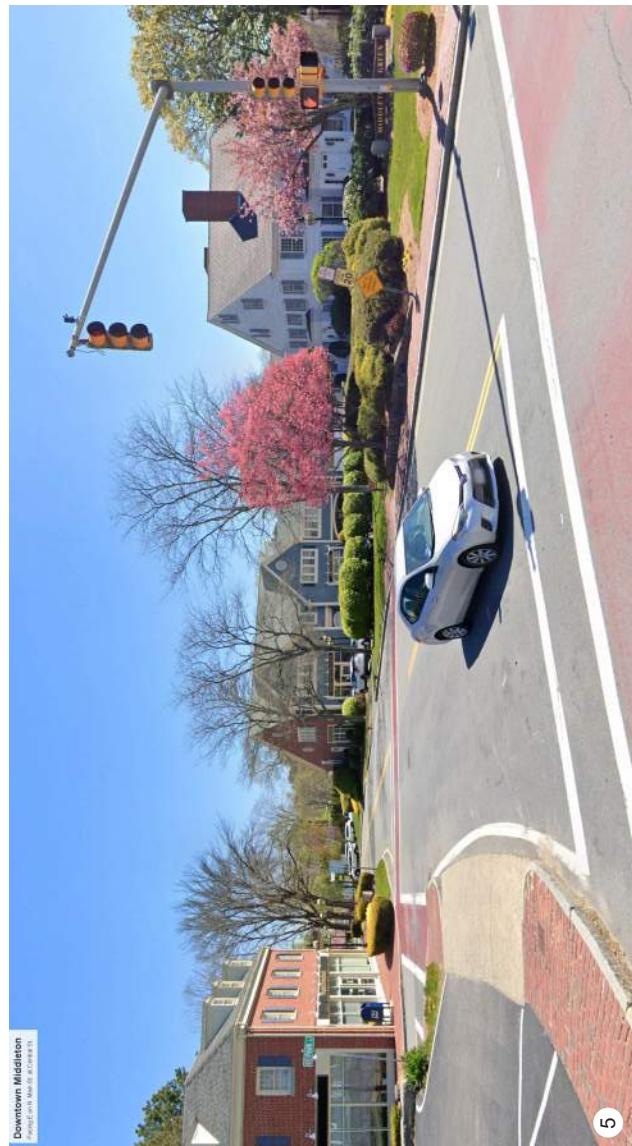
Figure 1. Aerial Map

Villebridge Middleton

Middleton, MA | April 04, 2019 | Villebridge | 22019 | © The Architectural Team, Inc.



Figure 2. Proposed Site - Existing Condition



1. Central St, Middleton, MA
2. Flint Public Library, Middleton, MA
3. 2 South Main Street, Middleton, MA
4. Central St, Middleton, MA
5. Middleton Green & Central Street

Figure 3. Middleton Square & South Main Street
- Existing Context



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Figure 4. Proposed Site - Rendering



Figure 5. Proposed Site Plan

Villebridge Middleton - Tabular Zoning Analysis

Zoning Districts: Residential R-1a and Business

Applicable Requirement	Allowed or Required (Residential R-1a)	Allowed or Required (Business)	Proposed Condition	Waiver Required?
Use - Multifamily dwelling	No	No	Yes	Yes
Minimum Area (square feet)	20,000 for a single-family, 40,000 for a two-family	40,000	133,757	No
Minimum Frontage (feet)				
Boston Street	100		330	No
Minimum Lot Width (feet)				
Boston Street	125	100	330	No
Minimum Front Setback (feet)				
Boston Street	25	30	25	Yes
Minimum Side Setback (feet)				
West side of site	15	35	55	No
East side of site	15	25	15	Yes
Minimum Rear Setback (feet)				
South side of site	15	35	133	No
Lot Coverage by Buildings (%)	25	35	18	No
Minimum Open Space (%)	N/A	25	48	No
Maximum Building Height (feet)	35		42	Yes
Maximum Building Height (stories)	3		3	No
Parking (§ 5.1.2)				
Spaces per Dwelling Unit	2.0		1.8	Yes
Middleton Signage Regulations (§ 5.2)				Yes

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), made as of the Effective Date (as defined below), by and between **Villebridge Acquisitions, LLC**, a Massachusetts limited liability company with an office at 1150 Great Plain Avenue #920056, Needham, Massachusetts 02492 ("Buyer"), and **Chris A. Kourkoulis and Paul A. Kourkoulis**, as they are Trustees of the Champlain Realty Trust, under declaration of trust dated March 27, 1991, recorded in the Essex South District Registry of Deeds in Book 10741, Page 199, as amended ("Seller").

RECITALS

A. Seller is the owner of certain real property with the buildings thereon located at 49 South Main Street, Middleton, Massachusetts, containing approximately 3.22 acres of land, being the premises more particularly described in the deed of Chris Kourkoulis dated March 27, 1991 and recorded with the Essex South District Registry of Deeds in Book 10741, Page 196 and the property located at 10 Boston Street, Middleton, Massachusetts, containing approximately 1.18 acres of land being the premises more particularly described in deed dated March 31, 2008 and recorded with the Essex South District Registry of Deeds in Book 27663, Page 399 (the "Real Property").

B. Pursuant to the terms and conditions hereof, Seller desires to sell and convey to Buyer and Buyer desires to purchase from Seller, the Property (hereinafter defined).

C. Buyer is purchasing the Real Property for the purpose of developing the Real Property for fully approved ready to build residential facility pursuant to Massachusetts General Laws Chapter 40B consisting of approximately 75% of residential apartments offered at market value and the balance of the residential apartments being affordable to household incomes of 80% of the Area Median Income or as may otherwise be determined by a qualified subsidizing agency under M.G.L. c. 40B (hereinafter referred to as the "Intended Use").

D. In connection with this Agreement, the parties desire to set forth in writing all of the terms, conditions and agreements upon which Seller shall sell and Buyer shall purchase the Property and otherwise consummate the transactions contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and incorporated as if fully set forth below and further covenant and agree as follows:

1. INCORPORATION. The above recitals and all Exhibits referred to in this Agreement are incorporated and made a part of this Agreement.
2. PURCHASE AND SALE. On the terms and subject to the conditions herein set forth, Seller agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, free and clear of all claims, liens, liabilities, encumbrances and security interests except as otherwise provided below, all of Seller's right, title and interest in and to the following (collectively, the "Property") the Real Property, together with all rights, appurtenances, hereditaments, and improvements thereon and relating thereto, subject only to the Permitted Exceptions (hereinafter defined), including, without limitation all development rights and air rights, all improvements and fixtures, if any, located on the Real Property.

3. **PURCHASE PRICE.** Subject to the conditions hereinafter set forth, Buyer shall pay to Seller, as the purchase price for the Property, the sum of Five Million Two Hundred Fifty Thousand and 00/100 Dollars (\$5,250,000) ("Purchase Price"), payable as follows:

- a. Sixty Thousand and 00/100 Dollars (\$60,000.00) earnest money deposit the "Initial Deposit" to be deposited with Commonwealth Land Title Insurance Company ("Escrow Agent") within three (3) business days after execution and delivery of this Agreement by both Buyer and Seller.
- b. An additional Sixty Thousand and 00/100 Dollars (\$60,000.00) earnest money deposit (the "Additional Deposit") to be deposited with Escrow Agent within three (3) business days after the expiration of the Due Diligence Period if this Agreement is not terminated pursuant to Section 11 below. The Initial Deposit and the Additional Deposit, together with all accrued interest thereon, are collectively referred to in this Agreement as the "Earnest Money".
- c. The Earnest Money shall be placed in an interest-bearing account at a federally insured bank and shall be held in accordance with this Agreement and the Escrow Agreement of even date herewith between Seller, Buyer and the Escrow Agent. The Earnest Money shall be credited against the Purchase Price at Closing, or, subject to the terms and conditions of this Agreement, shall be paid to Buyer upon termination of this Agreement; and
- d. The balance in the amount of Five Million One Hundred Thirty Thousand and 00/100 (\$5,130,000) payable by bank check, certified check or wired funds on the Closing Date (hereinafter defined).

4. **DEED.** At Closing Seller shall transfer title to the Real Property by a quitclaim deed in the form attached hereto as Exhibit B (the "Deed"), in recordable form, with state deed tax or other transfer taxes to be paid by Seller, conveying to Buyer good and marketable fee simple title to the Real Property subject only to the exceptions listed in the Title Evidence (hereinafter defined) approved or deemed approved by Buyer pursuant to Section 7 ("Permitted Exceptions").

5. **POSSESSION.** Seller shall deliver possession of the Property to Buyer as of the Closing Date, free of all tenants and occupants and all personal property, including all furniture, fixtures, and equipment that is not affixed to the building.

6. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to 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 Property do not conform with the provisions hereof, 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 for a period of thirty (30) days.

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 extension 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, at the Buyer's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

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 therefor 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 said 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 by the holder of the said mortgage less any amounts expended by the Seller for any partial restoration.

Nothing in this Section 6 shall affect Buyer's rights and remedies under Section 22 hereof in the case of a breach or default by Seller hereunder.

7. **TITLE EVIDENCE.** Buyer shall have a period of sixty (60) calendar days following the Effective Date ("Title Review Period") to review 1) the Seller's title to the Property and all documents, maps and plans referenced therein (the "Title Evidence") or 2) ALTA Survey and to give Seller written notice objecting to any matter reflected therein ("Title Objection Notice"). In the event Buyer fails to notify the Seller within said Title Review Period of any such disapproval of the matters disclosed by Buyer's review of the Title Evidence, the state of title to the Property shall be deemed approved. If any objections are so made, the Seller shall use reasonable efforts to cure all such title objections within thirty (30) days after receipt of the Title Objection Notice. Except for the expenditure of funds to discharge Seller's voluntary mortgages, municipal charges, mechanics/materialman's liens and tax liens, any payment of legal fees and for items required by this Agreement (hereinafter "Mandatory Cure Items"), the obligation of the Seller to use "reasonable efforts" as set forth herein shall not require the Seller to expend more than \$10,000.00 to fulfill said obligation. If such objections are not curable within thirty (30) days after Seller's receipt of the Title Objection Notice, or if the same are not in fact cured within said thirty (30) days for any reason, then Buyer may, at its option, upon ten (10) days' written notice to the Seller, either (a) terminate this Agreement by notice to Seller and Escrow Agent, in which case all Earnest Money paid by Buyer to Seller hereunder shall be promptly refunded to Buyer and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof, or (b) waive the objections and proceed to Closing. If Buyer fails to give timely notice electing either alternative (a) or (b), Buyer shall be deemed to have elected alternative (b). Notwithstanding any provision contained in this Agreement, in no event shall any Mandatory Cure Items (other than current taxes and assessment not yet due and payable and items created by Buyer) be deemed to be Permitted Exceptions to title, and any Mandatory Cure Items (other than current taxes and assessments not yet due and payment and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller. For purposes of this Agreement, Permitted Exceptions shall be defined as: ad valorem taxes not yet due and payable for the year of Closing and subsequent years; zoning ordinances and all other laws, rules, regulations and ordinances of any governmental authorities having jurisdiction over the Property; and any easements, restrictions or other matters appearing in the Title Commitment or on the Survey which have been approved or deemed approved by Buyer, or which have been waived by Buyer pursuant to this Section 7.

8. **PRORATIONS; TAXES.** All non-delinquent real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes or assessments on the Property shall be paid at Closing from funds accruing to Seller. All payments relating to taxes and assessments which are due and payable prior to the Closing Date shall be paid at the Closing. All payments relating to taxes and assessments which are due and payable after the Closing shall be paid, and/or assumed, by Buyer.

With respect to real property taxes, if the Closing shall occur before the tax rate or assessment is fixed, the apportionment of such real property taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation, but such taxes shall be re-adjusted as soon as the applicable rate and assessment is fixed.

9. **CONFIDENTIALITY.** In connection with evaluating the purchase of the Property, Buyer has or shall receive from Seller certain “Confidential Information” (as defined below) concerning the Property to enable Buyer to evaluate its purchase of the Property. Seller is willing to, or has disclosed, certain “Confidential Information” to Buyer in connection with its evaluation of the transactions contemplated by this Agreement, subject the terms and conditions set forth in this Section 9. Seller and the Buyer agree as follows:

- a. For purposes of this Agreement, “**Confidential Information**” means any information supplied by Seller or any officer, director, employee or representative of Seller (the Seller’s “**Affiliates**”) to Buyer or employee or representative of Buyer (Buyer’s “**Affiliates**”) or any attorney, accountant, consultant, contractor, agent, and prospective lender and investor (Buyer’s “**Representatives**”) that has been expressly or implicitly protected from unrestricted use by persons not associated with the Seller and includes, but is not limited to appraisals, contracts, surveys, research, and information pertaining to the Property; provided, however, that “Confidential Information” shall not include information that Buyer demonstrates by reasonably competent proof:
 - i. is or becomes generally available to the public other than as a result of a disclosure by Buyer or anyone to whom Buyer transmits the information;
 - ii. was available to Buyer on a non-confidential basis prior to its disclosure to Buyer by Seller;
 - iii. was actually known by the Buyer (without any obligation to the Seller as to use or disclosure) prior to its disclosure to Buyer by Seller or its Affiliates; or
 - iv. is disclosed by Seller to a third party without obligation of confidentiality.

All information which is identified or marked “confidential,” or “for company use only” or is identified or marked with any similar reference shall be Confidential Information; *provided* that, the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

- b. Buyer and Buyer’s Affiliates and Representatives will use Confidential Information only for the purpose of evaluating the purchase of the Property on the terms set forth in this Agreement and for no other purpose.

10. **REPRESENTATIONS OF SELLER, AND CERTAIN COVENANTS OF SELLER.** Seller makes the following representations to Buyer as of the Effective Date and as of the Closing Date. Wherever any of the representations below are made to the Seller’s actual knowledge, the same shall mean to the actual knowledge of Chris Kourkoulis without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed that any such representations made to actual knowledge shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge:

a. Authority. Seller is a Massachusetts Realty Trust and has all necessary power and authority to conduct its business as it is now being conducted. Seller is the owner of good and marketable title to the Property, and has all necessary power and authority to enter into this Agreement and convey the Property to Buyer free and clear of all encumbrances. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to execute this Agreement and consummate the transaction contemplated hereby on behalf of the Seller.

b. Enforceability. This Agreement constitutes, and upon their due execution and delivery, all Seller Closing Documents constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

c. Violations. Seller has received no written notice of any violations of law, municipal ordinances or federal, state, county, municipal or other governmental agency regulations, orders or requirements relating to the Property and no actual knowledge of any such violation. To the best of Seller's actual knowledge, Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property which have not been cured. Seller agrees that, if any such notice is received by Seller at any time prior to Closing, then Seller shall notify Buyer promptly of such notice of violation and, at Buyer's request, provide a copy of such notice of violation, in writing, to Buyer. Should Seller receive such notice of violation, Seller shall exercise reasonable efforts, as previously defined, to cure such default or breach contained in the notice within thirty (30) days after receipt of the notice. At Buyer's option, the Closing Date shall be extended until such time Seller has cured the default or breach, or Buyer may terminate this Agreement by written notice to Seller and receive the Earnest Money back, without further recourse to the parties hereto.

d. Litigation. There is no litigation, suit, arbitration, mediation, proceeding, claim or investigation, including any environmental, zoning or land use regulation proceeding, pending or threatened, against Seller or relating to any aspect of the Property which might create or result in a lien on or otherwise adversely affect the Property or any part thereof or interest therein.

e. Other Documents. Neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, Seller's organizational documents, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document to which Seller is a party or by which the Property is bound.

f. Condemnation. Seller has not received any written notice from any governmental authority of, and has no knowledge of, any pending or threatened proceedings in eminent domain which would adversely affect all or any portion of the Real Property.

g. Foreign Person Affidavit. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

h. Leases. Seller has provided to Buyer complete copies of all leases and occupancy agreements ("Leases") affecting the Real Property, a list of which is attached as Exhibit C. As of the Closing Date, there will be no leases or any other rights of occupancy affecting any part of the Real Property and no tenants or other occupants at the Real Property.

i. Permits, Licenses, Consents, etc. There are no permits, licenses or consents required by any governmental authority in connection with the current use and occupancy of the Real Property

except those previously obtained by Seller. If requested by Buyer and required by law, Seller shall cooperate, provided at no cost to the Seller, with Buyer in applying for the transfer and reissuance in the name of Buyer of all certificates of appropriate officials evidencing compliance with all applicable legal requirements.

j. **Construction Contracts.** Seller has not entered into any written or oral contracts with regard to construction of improvements on the Real Property which have not been fully paid for or which shall not be fully paid for as of Closing.

k. **Complete and Accurate Information.** To the best of Seller's actual and constructive knowledge, the information supplied or made available to Buyer pursuant to Section 9 hereof is complete and materially correct.

l. **Assumed Contracts.** As of the Closing Date, the Seller has entered no other contracts affecting any part of the Real Property.

m. **Environmental Matters.** Exhibit D hereto lists all reports or writings in the possession (actual or constructive) of Seller with respect to or which relate to the environmental condition of the Real Property and/or any surrounding properties (the "**Environmental Reports**"). Except as set forth in the Environmental Reports, Seller has no actual knowledge that any Hazardous Substance is present or exists on, in, under, near or about the Real Property. As used in this Contract the term "Hazardous Substances" shall mean and include any and all chemical, substance, material, waste or component thereof which is now listed, defined or regulated as hazardous or toxic by or under any present federal, state or local law, statute, act, rule, regulation, requirement, order, directive, code or ordinance, and all amendments thereto, pertaining in any way to health, safety and/or the environment.

Seller shall indemnify and defend Buyer against and hold Buyer harmless from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees and counsel fees incurred to enforce this indemnity) arising out of a breach by Seller of its warranties, representations and/or covenants in this Agreement. All warranties, representations, indemnifications and covenants by Seller contained in this Agreement and made in any writing pursuant to this Contract shall survive for a period of one (1) year from and after Closing. Chris Kourkoulis, a principal of the Seller, hereby joins in this Contract for the purpose of being jointly and severally liable with Seller for all warranties, representations, indemnifications and covenants by Seller which survive the Closing.

11. **DUE DILIGENCE PERIOD/INSPECTION.** Buyer shall have the right during a period commencing on the Effective Date hereof and ending ninety (90) days thereafter (the "**Due Diligence Period**"), to examine the Due Diligence Items, and to enter upon the Property from time to time and, at Buyer's sole cost, expense and risk, to examine and inspect the same, and conduct tests and examinations with regard thereto (including surveys, soil borings, appraisals, etc.). Buyer and Seller shall, at the request of Buyer, arrange a mutually agreeable time(s) for the conducting of such inspection(s). Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against, any and all damages, liability, liens, claims, causes of action or expenses, including attorney's fees, relating to or arising from the activities of Buyer or anyone acting on Buyer's behalf on the Property prior to the Closing Date, but in no event shall Buyer have any liability for any losses or claims incurred by Seller as a result of (i) the mere discovery of any pre-existing condition at the Property, or (ii) the negligent acts of Seller or any of its agents or employees. Buyer shall promptly restore the Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by or on behalf of Buyer. The indemnity and repair obligations of Buyer hereunder shall survive the Closing of this transaction or the termination of this Agreement, regardless of the cause of termination.

Neither Buyer nor any environmental engineering firm retained by Buyer hereunder shall be responsible for notifying any third party, including, without limitation, any public or governmental department, board, or agency of the results of any environmental site assessment, research, or investigation conducted at the Property by or on behalf of Buyer pursuant hereto, including, without limitation, the contents of any written technical report that may be prepared in conjunction therewith. Seller shall have full legal responsibility for performing any such requisite notification obligations resulting therefrom. Buyer shall instruct any environmental engineering firm so retained by Buyer pursuant hereto not to reveal to any third party the results of any environmental site assessment, research, or investigation unless it is duly required to disclose same under applicable law or by professional ethical standards.

At its sole discretion, Buyer may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Due Diligence Period for any reason or no reason, whereupon this Agreement shall be null and void and Escrow Agent shall return to Buyer any Earnest Money paid by Buyer hereunder and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof. If this Agreement terminates at any time for any reason other than a breach or default by Seller hereunder, Buyer shall provide to Seller copies of any final written reports and documents prepared by third parties on Buyer's behalf with respect to the condition of the Property, but such materials shall be delivered without any representation or warranty whatsoever as to accuracy, completeness or Seller's ability to rely upon the same. If Buyer does not terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters pertaining to the Property, subject to the terms and conditions of this Agreement. Buyer and its Representatives enter the Property from time to time, on mutually agreeable times for Seller and Buyer, to inspect the Property.

Within ten (10) days after the Effective Date, Seller shall deliver to the Buyer all surveys, plans, title information and environmental reports, licenses, permits, and approvals which are in the Seller's possession. If the Buyer terminates this Agreement for any reason whatsoever all documents delivered by the Seller to the Buyer pursuant to this paragraph shall be returned promptly to the Seller or destroyed.

12. **FINAL APPROVALS CONTINGENCY.** As used in this Agreement, "Approvals" means that every Governmental Authority (as hereinafter defined) having jurisdiction over any portion of the Property must render its approval of the relief, permit, license, consent or request sought by Buyer or required for the Intended Use which contains no condition unacceptable to Buyer. Approval shall include, all necessary permits and approvals and third party actions necessary for the Intended Use, including, without limitation, receipt of a so-called Project Eligibility Letter from a subsidizing agency under M.G.L. c. 40B and its implementing regulations; granting of a Comprehensive Permit, Special Permit and/or Variance by the Town of Middleton Zoning Board of Appeals; Site Plan approval from the Town of Middleton Site Plan Review Committee; one or more Orders of Conditions from the Town of Middleton Conservation Commission; approval from the Secretary of the Executive Office of Environmental Affairs acting in accordance with the Massachusetts Environmental Policy Act, Massachusetts Water Resources Authority Permits, Department of Transpiration Permits, Groundwater Discharge Permit from the Massachusetts Department of Environmental Protection and building permits from the Town of Middleton. "Governmental Authority" means the United States, the Commonwealth of Massachusetts, the County of Essex, the Town of Middleton, and every other governmental subdivision in which the Property are located, and any agency, department, commission, board, bureau or instrumentality, or any of them. As used in this Agreement "Final Approval" means that no Approval is subject to an appeal or contest by any party, person or entity.

In the event Buyer does not receive the Final Approvals for the Intended Use within eighteen (18) months from the date of this Agreement (the "**Final Approvals Contingency Period**") or Buyer determines that it is unlikely that it will obtain the Final Approvals for the Intended Use, Buyer may terminate this Agreement by written notice to Sellers whereupon this Agreement shall be terminated, the Earnest Money shall be

forthwith returned to Buyer and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto (the “**Final Approvals Contingency**”). Buyer may at any time, at its sole discretion, waive the Final Approvals Contingency.

In the event that the Buyer has not received the Final Approvals for its Intended Use within the initial Final Approvals Contingency Period, then provided that the Buyer has been using reasonably diligent efforts in pursuit of the Approvals, upon written notice to the Seller prior to the expiration of the Final Approvals Contingency Period the Buyer may extend the Final Approvals Contingency Period for three (3) periods of six (6) months each (each a “Permit Extension”) provided that a payment in the amount of Sixty Thousand and 00/100 Dollars (\$60,000) is made to the Seller together with any such Permit Extension (each a “Permit Extension Payment”), which Permit Extension Payments shall not be applied to the Purchase Price and shall be non-refundable and shall not be held in escrow hereunder.

13. **CONDITIONS TO BUYER'S PERFORMANCE.** This Agreement and Buyer's obligations to proceed to Closing are conditioned, for the sole benefit of Buyer, upon satisfaction of the following prior to the Closing:

- a. **Seller's Performance.** All representations and warranties of Seller hereunder shall be true, complete and accurate as of the Effective Date and as of the Closing Date, and Seller shall have performed all of its covenants, duties and obligations under this Agreement, as and when required under this Agreement.
- b. **Title.** Title and the Title Evidence shall have been found acceptable, or been made acceptable, in accordance with the requirements of Section 7 above. The Title Company shall be prepared to issue the Title Policy, subject only to the Permitted Exceptions.
- c. **Inspection.** Buyer shall have been provided adequate opportunity to inspect the Property and to conduct tests and examinations with regard thereto in accordance with Section 11 above, the results of which shall have been found satisfactory to Buyer in Buyer's sole discretion.
- d. **Approvals.** Buyer shall have obtained all of the final Approvals required for Buyer's Intended Use of the Property.
- e. **Delivery of Documents.** Seller shall have delivered the Seller Closing Documents (hereinafter defined) to Escrow Agent.

14. **CONDITIONS TO SELLER'S PERFORMANCE.** This Purchase Agreement and Seller's obligations to proceed to Closing are conditioned, for the sole benefit of Seller, upon satisfaction of the following:

- a. Buyer performing all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement, including the payment of the Purchase Price.
- b. Buyer shall have delivered the Buyer Closing Documents (hereinafter defined) to Escrow Agent.

15. **WAIVER OF CONDITIONS; TERMINATION.**

a. Any of the conditions set forth in Section 13 may only be waived in writing by Buyer. Any of the conditions set forth in Section 14 may only be waived in writing by Seller.

b. If any of the conditions set forth in Section 13 are not satisfied or waived by the date specified, or if no such date is specified, then by the Closing Date, then Buyer may terminate this Agreement by written notice to the other party and Escrow Agent in which case all Earnest Money deposited by Buyer with Escrow Agent shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however, if the failure of any one or more of the conditions set forth in Section 13 or Section 14 also constitutes a default under or breach of the terms of this Agreement on the part of a party hereto, then the provisions of Section 22 shall control and govern the rights of the parties hereunder.

16. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER.** Buyer represents, warrants, and covenants with and to Seller, as of the Effective Date and the Closing Date, as follows:

a. **Authority.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been by the Closing Date, duly authorized by all necessary action on the part Buyer and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which such Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.

b. **Liens.** Buyer shall not, either by act or omission, permit, create, assume, incur or suffer to exist any encumbrance, lien (including, without limitation, mechanic's liens), covenant, condition, easement, restriction, reservation, development agreement, assessment agreement, special assessment, mortgage, lease, pledge, security interest, or other encumbrance upon the Property prior to the Closing.

c. **AS-IS Due Diligence.** Except for the representations and warranties expressly provided in this Agreement or in the Seller Closing Documents, Buyer agrees (i) that it is purchasing the Property on an "As Is" basis and based on its own investigation of the Property and based upon Buyer's own judgment; (ii) that Buyer assumes all risks as to condition, quality, and performance of the Property; (iii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "**Seller's Representatives**") have made any warranty, representation, affirmation, promises, or guarantee, express, implied or statutory, written or oral, concerning the Property or any of the improvements located thereon or therein; and (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or absence of any latent defect, subsurface soil condition, environmental condition, hazardous substance, toxic waste or any other matter pertaining to the physical condition (title, mapping, grading, construction, or otherwise) of the Property.

d. **Truth of Representations.** The Buyer's representations and warranties set forth in this Agreement shall be true on the Effective Date and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

17. **PATRIOT ACT.** Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

18. **CONDEMNATION.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

19. **ADDITIONAL PRE-CLOSING COVENANTS OF SELLER.** From and after the Effective Date:

- a. Seller shall maintain and manage the Property in substantially the same manner as it is presently being maintained and managed, such that at the Closing Date, the Property shall be in substantially the same physical condition as on the Effective Date.
- b. Seller shall not, without Buyer's prior written consent, take, approve or consent to any action to change any material permits or licenses of or for the Property.
- c. Seller shall not, without Buyer's prior written consent, (i) change the existing zoning (if any) for the Real Property or apply for any permits or approvals with respect to the use of the Real Property; (ii) plat or restrict the Real Property; (iii) place on or remove from the Real Property any buildings or improvements; (iv) excavate the Real Property; (v) enter into any mortgage, ground lease or any encumbrance, or any other contract or lease affecting the Real Property or transfer any interest in the Real Property; (vi) by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate; or (vii) commence any action to protest or appeal real estate taxes payable from and after the date of this Agreement. Seller shall promptly notify Buyer if Seller obtains knowledge that any of the representations or warranties of Seller hereunder is not (or is no longer) true.

20. **NOTICES.** All notices required hereunder shall be in writing by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) when received via facsimile transmission, with original notice postmarked on the date of such transmission, or (e) by electronic transmission, addressed:

for Buyer: Villebridge Acquisitions, LLC
1150 Great Plain Avenue #920056

Needham, MA 02492
Attention: Lars Unhjem
Tel: 617-418-3575
e-mail: lars@villebridge.com

With a copy to: Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Steven Schwartz
Tel: 617-574-4147
e-mail: sschwartz@goulstonstorrs.com

for Seller: Gregory C. Demakis, Esquire
Demakis Law Offices, P.C.
56 Central Avenue, Suite 201
Lynn, MA 01901
(781) 595-3311 Phone
(781) 592-4990 Fax
gdemakis@demakislaw.com

All notices given pursuant to the methods described in (a), (c), (d) and (e) hereunder shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given by registered or certified mail, pursuant to (b) hereunder shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b), (c), (d) and (e) above.

21. **BROKERS.** Each party hereto represents and warrants to the other that they have dealt with no real estate agent or broker in connection with this Purchase Agreement other than KeyPoint Partners LLC whose commission shall be paid by Seller pursuant to the terms of a separate written agreement. Except as stated above, each party hereto hereby agrees to indemnify and hold harmless the other party from and against any loss or claim made against or suffered by the other party on account of a breach of the foregoing representation by the indemnifying party.

22. **REMEDIES.** If Buyer terminates this Agreement by reason of non-satisfaction of one or more conditions to Closing, or if Buyer cancels this Agreement by reason of Seller's breach or default, or if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period all Earnest Money paid by Buyer to Seller shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however that in the case of a termination of this Agreement by reason of a willful and material breach or default by Seller hereunder, in addition to the return of the Earnest Money, Seller shall reimburse Buyer for the actual costs (the "**Pre-Development Costs**") incurred by Buyer in connection with the transaction contemplated hereby including, without limitation, Buyer pursuit of the Approvals (as hereinafter defined) not to exceed One Million Dollars (\$1,000,000). Seller's sole and exclusive remedy for Buyer's default shall be termination of this Agreement and retention of the Earnest Money as liquidated and final damages. Notwithstanding the foregoing, this provision shall not limit Buyer's or Seller's remedies with respect to any of the indemnification provisions of this Agreement. In addition to the other rights and remedies available at law or in equity, Buyer shall have the right to apply for and receive from any court of competent jurisdiction, equitable relief by way of specific performance to enforce performance of the terms of this Agreement; provided, however, that an action to enforce such specific performance shall be commenced within ninety (90) days after such right of action shall arise and

shall be in lieu of any claim for damages. Any action not brought within the 90-day period shall be time barred.

23. **CLOSING**. The consummation of the transaction as contemplated hereunder (the “**Closing**”) shall occur within sixty (60) days following the earliest of (i) the Buyer’s acquisition of the Final Approvals as set forth in Section 14(d), (ii) the expiration of the Final Approvals Contingency Period, or (iii) the Buyer’s waiver of the Final Approvals Contingency (“**Closing Date**”). The Closing shall be conducted at the offices of the Escrow agent and shall occur through escrow.

Provided that Buyer gives written notice to the Seller at least ten (10) days prior to the Closing Date, the Buyer shall have the right to extend the Closing Date for a period not to exceed sixty (60) days provided that a payment in the amount of Sixty Thousand and 00/100 Dollars (\$60,000) is made to the Seller together with such notice (“**Closing Extension Payment**”), which Closing Extension Payment shall not be applied toward the Purchase Price and shall be non-refundable.

24. **DELIVERIES BY SELLER AT CLOSING**. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent the following items (“**Seller Closing Documents**”):

- a. The Deed, in recordable form, duly executed and acknowledged by Seller.
- b. A standard form Seller’s Affidavit, duly executed by Seller and completed without exceptions for bankruptcy, judgments, tax liens, mechanic’s liens, parties in possession (other than tenants in possession under existing leases) and other unrecorded contracts, other than the Property Agreements accepted by Buyer.
- c. A Trustee’s Certificate in recordable form duly executed and acknowledged by Seller.
- d. An affidavit of non-foreign status, duly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- e. Evidence satisfactory to Buyer and to Buyer’s title insurance company (the “**Title Company**”) that all necessary approvals, licenses and/or consents have been obtained and such other evidence satisfactory to Buyer or the Title Company of Seller’s authority and the authority of the signatory on behalf of Seller to convey the Property pursuant to this Contract.
- f. A certificate restating as of the Closing Date all of Seller’s representations and warranties contained herein.
- g. An original of closing statement setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the Closing (the “**Closing Statement**”).
- h. All other agreements, documents and instruments necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Buyer.

25. **DELIVERIES OF BUYER AT CLOSING**. On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent the following items (“**Buyer Closing Documents**”):

- a. The Purchase Price, less the Earnest Money, if any.

b. The Closing Statement.

c. All other agreements, instruments and documents necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Seller.

26. **LITIGATION EXPENSES.** If either party shall initiate any litigation or other legal action hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for any and all costs, including without limitation attorneys' fees, incurred by the prevailing party in connection with such legal action.

27. **ENTIRE AGREEMENT.** This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties, including any "letter of intent," "letter of understanding," or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

28. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

29. **CLOSING COSTS.** Buyer shall pay all of Buyer's costs and expenses, including but not limited to its attorneys' fees, title fees, and the costs, if any, for title insurance in connection with the purchase of the Property by Buyer. Seller shall pay all of its costs and expenses in connection with the sale of the Property to Buyer, including but not limited to Seller's attorneys' fees, tax stamps, revenue stamps, if applicable, and recording fees applicable to title clearing documents.

30. **ASSIGNABILITY.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, Buyer may, without the other's prior written consent, assign its rights and obligations under this Agreement to an entity which is owned or controlled by or is under common control with Buyer. Any assignment in violation of the terms hereof shall be null and void and of no force or effect. In no case shall any assignment release Buyer from liability hereunder through the Closing; it being agreed that, upon the Closing in the manner contemplated herein by a permitted assignee, neither Buyer nor their respective affiliates shall have any further obligations or liability to Seller pursuant to this Agreement. Subject to this Section 30, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. **INSURANCE.** Until the delivery of the deed the Seller shall maintain insurance on the Property as presently insured. All risk of loss shall remain with the Seller until the delivery of the deed.

32. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

33. **TIME PERIODS.** If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Massachusetts. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

34. TIME OF ESSENCE. Seller and Buyer agree that time shall be of the essence of this Agreement.

35. USE OF PURCHASE 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 the deed and that the same is in accordance with customary practice for the sale of commercial properties in the Commonwealth of Massachusetts. Discharges to be obtained by or on behalf of Seller from institutional mortgage lenders may be procured and recorded within a reasonable time after the delivery of the deed in accordance with customary local conveyancing practice.

36. INTERPRETATION. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

37. COUNTERPARTS. This Agreement may be executed in any number of counterparts by facsimile or email signature, each of which shall be deemed to be an original, but all of which together (original or copy thereof) shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

38. EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the date on which it is last signed by Seller and Buyer.

39. ACCEPTANCE OF DEED. The acceptance of a deed by the Buyer or its 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 or which survive the Closing hereunder. The term "acceptance of a deed" shall mean upon its recording in the Essex South District County Registry of Deeds.

40. TITLE STANDARDS. Any title matter which is the subject of a title and/or practice standard of the Massachusetts Real Estate Bar Association at the time of the delivery of the deed shall be covered by said standard to the extent applicable.

41. AGREEMENT SUPERSEDES PRIOR AGREEMENTS. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.

42. ERRORS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within two (2) months of the date of delivery of the deed to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission.

43. ACCELERATIONS AND EXTENSIONS. Accelerations and extensions of the time for performance and other changes in the provisions of this Agreement may be executed on behalf of a party

by their attorney. In such instance, the parties hereby agree to accept and treat electronic and/or faxed signatures as if they were originals.

44. CONSTRUCTION OF AGREEMENT. This instrument, executed in several photostatic counterparts any of which may be deemed an original, 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. 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. The words "hereof," "herein," "hereto," and other words of similar import refer to this Agreement in its entirety. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

45. LIKE KIND EXCHANGE. Buyer and Seller each acknowledge and agree that the other may identify a portion or all of the Premises pursuant to Section 1031 of the Internal Revenue Code (the "Code") as part of a "like-kind exchange" or "reverse like-kind exchange". If a party does elect to treat this transaction as part of a like-kind exchange, then each party agrees to cooperate with the other in the furtherance of this objective, including but not limited to, the execution of assignments to a qualified intermediary and/or an Exchange Accommodation Titleholder (EAT), and additional documentation as may be required or requested by the qualified intermediary or necessitated to conform the transaction as a like-kind exchange. Notwithstanding, such reasonable cooperation shall not require the other party to expend funds or significant time, or materially alter the terms of this Agreement.

46. TITLE. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this agreement unless:

- (a) All buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and septic systems and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity, except as allowed by written and recorded instrument;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises, except as allowed by written and recorded instrument;
- (c) The premises shall abut or have indefeasible access to a public way, duly laid out or accepted as such by the city or town in which said premises are located; and
- (d) The property is insurable by an ALTA title insurance company doing business in the Commonwealth of Massachusetts, with commonly accepted exceptions.

47. SIGNATURES. The parties agree that this Agreement and any amendment hereto, or notice pursuant hereto, may be transmitted between them by facsimile machine, email or other electronic transmission. The parties intend that faxed signatures, emails and PDFs with scanned signatures constitute original signatures for all purposes. Notice to any party's attorney shall constitute notice to that party.

48. **SELLER'S REPRESENTATIONS:** Whenever a representation or warranty of Seller are qualified to be to the SELLER'S actual knowledge, such representations are made without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed at the time of delivery of the Deed; furthermore, it is acknowledged and agreed by the Parties that any such representations so qualified shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge. The provisions of this paragraph shall survive the delivery of the Deed hereunder.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE FOLLOWING ARE THE SIGNATURE, NOTARY, AND SCHEDULE PAGES.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

WITNESSES




Seller:

Champlain Realty Trust

By:

Chris A. Kourkoulis, Trustee/ Date

By:

Paul A. Kourkoulis, Trustee/ Date

 3/21/22

Buyer:

VILLEBRIDGE ACQUISITIONS LLC

By:

Lars Unhjem, Manager
being duly authorized

/Date

JOINED IN FOR THE PURPOSES SET FORTH IN SECTION 10 ABOVE:



Chris A. Kourkoulis

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

WITNESSES



Seller:

Champlain Realty Trust

By:

Chris A. Kourkoulis, Trustee

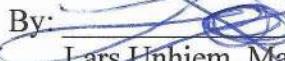
By:

Paul A. Kourkoulis, Trustee

Buyer:

VILLEBRIDGE ACQUISITIONS LLC

By:


Lars Unhjem, Manager
being duly authorized

JOINED IN FOR THE PURPOSES SET FORTH IN SECTION 10 ABOVE:

Chris A. Kourkoulis

JOINDER BY ESCROW HOLDER

JOINDER BY ESCROW HOLDER

Commonwealth Land Title Insurance Company joins this Agreement for the purposes of agreeing to act as Escrow Agent under this Agreement.

Commonwealth Land Title Insurance Company
(a corporation)

By: May Ray
Its: Vice President

Date 3/25/22

EXHIBIT A

Property Legal Description

Four parcels of land together with the buildings thereon in Middleton, Essex County, Massachusetts, as follows:

Parcel One:

A certain parcel of land with the building and improvements thereon situated in the Town of Middleton, Essex County, Massachusetts, bounded and described as follows:

Beginning at a point on Boston Street at the Northwesterly corner of said Parcel of land now or formerly of one Anderson and traveling in a southerly direction by land of said Anderson to land now or formerly of Leary 283.48 feet, more or less; thence turning and running:

EASTERLY: By land now or formerly of Leary 140 feet, more or less, to land now or formerly of Marsh, thence turning and running

NORTHERLY: 98.88 feet, more or less, by land now or formerly of said Marsh, thence turning and running

EASTERLY: By land of said Marsh 150.40 feet, more or less, to South Main Street; thence turning and running

NORTHERLY: By said South Main Street 207.98 feet, more or less, to Boston Street, thence turning and running

WESTERLY: By said Boston Street 290 feet, more or less, to the point begun at.

Said parcel containing 71,000 square feet, more or less.

Parcel Two:

Also another parcel of land in said Middleton bounded and described as follows:

NORTHEASTERLY: By South Main Street, 100.5 feet;

SOUTHEASTERLY: By land now or formerly of Colton, 98.43 feet;

SOUTHWESTERLY: By land now or formerly of Marsh, 98.98 feet;

NORTHWESTERLY: By other land of Colton, 100.4 feet.

Being shown as Lot A on plan recorded in Essex South District Registry of Deeds, Book 2767, Page 437.

Parcel Three:

Also another parcel of land in said Middleton bounded and described as follows:

Beginning at a corner of land now or formerly of Alice H. Marsh and land of Leary, said corner being one hundred and 40/100 (100.40) feet from South Main Street, as shown on a plan of land entitled "Land to be conveyed by Margaret I. Leary to Roscious L.S. Marsh, and Alice H. Marsh, Middleton, Massachusetts, September, 1950", Thomas A. Appleton, C.E.; thence from said corner in a

SOUTHEASTERLY: Direction 98.98 feet to land now or formerly of Colton; thence turning and running in a

SOUTHWESTERLY: Direction 50 feet to land of Leary; thence turning and running in

NORTHWESTERLY: Direction 98.98 feet to other land of Leary; thence turning and running by said Leary to point of beginning.

Parcel Four:

Also another parcel of land in said Middleton described as follows:

That certain parcel of land shown as Parcel B on "Plan of Land in Middleton, Property of Albert Lepore" Tr. Lawngreen Trust," Scale 1"-60', dated March 20, 1978, Essex Survey Services, Inc., duly recorded with the Essex South District Registry of Deeds and bounded and described as follows:

NORTHWESTERLY: By South Main Street, 100 feet;

SOUTHEASTERLY: By land of Albert LePore, Trustee Lawngreen Trust as shown on said Plan, 463.29 feet;

SOUTHWESTERLY: By land of said LePore, Trustee as shown in said Plan 136.98 feet; and

NORTHWESTERLY: and NORTHERLY by land of Anderson Oil Co., and by Lot A as shown on said Plan, on three courses measuring respectively 168.92 feet, 143.87, and 148.43 feet.

Parcel Five:

The land in Middleton, Essex County, together with the buildings thereon, on Boston Street, bounded and described as follows:

Beginning on said Boston Street at land now or formerly of Downing; thence running

NORTHEAST 74 degrees, 45 minutes, 10 seconds by said Boston Street one hundred ninety-five and eighty-five hundredths (195.85) feet to land now formerly of Robert C. Colton; thence running

SOUTHEAST 9 degrees, 9 minutes, 30 seconds by land now or formerly of said Colton one hundred eighteen and seventy-five hundredths (118.75) feet; then continuing

SOUTHEAST	12 degrees, 11 minutes, 30 seconds by land now or formerly of said Colton one hundred sixty-four and seventy-three hundredths (164.73) feet to a corner at land now or formerly of said Colton; thence running 69 degrees, 21 minutes, 40 seconds one hundred eighty and forty-six hundredths (180.46) feet to land now or formerly of said Downing; thence running
SOUTHWEST	
NORTHWEST	14 degrees, 15 minutes, 20 seconds by the stone wall by land now or formerly of said Downing two hundred ninety-nine and fifty-seven hundredths (299.57) feet to said Boston Street, at the point of beginning.

Being shown as Lot 1 on a plan entitled "Plan of Land in Middleton, MA" prepared for Paige Realty Trust, Julie Osinski, Trustee, Scale 1" = 20', Jan. 6. 1990, by Goodwin Survey Co., Inc., John A. Goodwin, P.L.S. and recorded at the Essex South District Registry of Deeds in Plan Book 259, Plan 43. Containing 1.18 acres of land, more or less.

EXHIBIT B

QUITCLAIM DEED

CHRIS A. KOURKOULIS AND PAUL A. KOURKOULIS, as they are Trustees of the Champlain Realty Trust, under declaration of trust dated March 27, 1991, recorded in the Essex South District Registry of Deeds in Book 10741, Page 199, as amended, with an address of _____ ("Grantor"), for and in consideration of _____ paid, grants to _____, a _____, with an address of _____ (the "Grantee"),

with QUITCLAIM COVENANTS,

The land, together with the buildings and other improvements thereon, located in the Town of Middleton, Essex County, Massachusetts, described on **Exhibit A** attached hereto (the "Property").

The Property is conveyed subject to and with the benefit of all rights, restrictions, covenants, easements and reservations of record, all insofar as may now be in force and applicable.

For Grantor's title to the Property, see Deed of _____, dated _____ and recorded with the Essex (S.D.) Registry of Deeds in Book _____, Page _____.

[Signature page follows]

EXECUTED under seal as of the _____ day of _____.

GRANTOR:

CHAMPLAIN REALTY TRUST, under a
Declaration of Trust dated March 27, 1991,
as amended

By: _____
Chris A. Kourkoulis, Trustee

By: _____
Paul A. Kourkoulis, Trustee

COMMONWEALTH OF MASSACHUSETTS)
)
)
COUNTY OF _____)

On this the _____ day of _____, 202____, before me, the undersigned notary public, Chris A. Kourkoulis and Paul A. Kourkoulis, as Trustees of Champlain Realty Trust, personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed and as their voluntary act as Trustees of Champlain Realty Trust.

Signature of Notary Public
My commission expires

EXHIBIT C

List of Leases

Lease dated August 18, 2021 between Champlain Realty Trust, as landlord, and John Oliveira and Ingrid Dias Lopes, as tenants, for Apt #2, 10 Boston Street, Middleton, MA.

EXHIBIT D

Environmental Reports

None

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), is dated as of June 7, 2022 by and between **Villebridge Acquisitions, LLC** ("Buyer"), and **Chris A. Kourkoulis and Paul A. Kourkoulis**, as they are Trustees of the **Champlain Realty Trust** ("Seller").

R E C I T A L S:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of March 21, 2022 (the "Agreement"), for the sale of the Real Property located in the Town of Middleton, County of Essex, Commonwealth of Massachusetts; and

WHEREAS, Seller and Buyer desire to amend the Agreement in accordance with the terms and conditions set forth herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recital C in the Agreement is deleted and replaced with the following:

"Buyer is purchasing the Real Property for the purpose of developing the same for fully approved ready to build residential facility which may be approved (i) pursuant to Massachusetts General Laws Chapter 40B consisting of approximately 75% of residential apartments offered at market value and the balance of the residential apartments being affordable to household incomes of 80% of the Area Median Income or as may otherwise be determined by a qualified subsidizing agency under M.G.L. c. 40B, or (ii) by other zoning relief (hereinafter referred to as the "Intended Use").

2. Section 7 is amended by deleting the words "a period of sixty (60) calendar days following the Effective Date" in the first sentence thereof and replacing them with the words "until the close of business on June 8, 2022".

3. The final two paragraphs of Section 12 of the Agreement are deleted and replaced with the following three paragraphs:

"In the event Buyer does not receive the Final Approvals for the Intended Use within eighteen (18) months from the end of the Due Diligence Period (the "Final Approvals Contingency Period") or Buyer determines that it is unlikely that it will obtain the Final Approvals for the Intended Use, Buyer may terminate this Agreement by written notice to Sellers whereupon this Agreement shall be terminated, the Earnest Money shall be forthwith returned to Buyer and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto (the "Final Approvals Contingency"). Buyer may at any time, at its sole discretion, waive the Final Approvals Contingency.

“In the event that the Buyer has not received the Final Approvals for its Intended Use within the initial Final Approvals Contingency Period, then provided that the Buyer has been using reasonably diligent efforts in pursuit of the Approvals, upon written notice to the Seller prior to the expiration of the Final Approvals Contingency Period the Buyer may extend the Final Approvals Contingency Period for three (3) periods of six (6) months each (each a “Permit Extension”) provided that a payment in the amount of Sixty Thousand and 00/100 Dollars (\$60,000) is made to the Seller together with any such Permit Extension (each a “Permit Extension Payment”), which Permit Extension Payments shall not be applied to the Purchase Price and shall be non-refundable and shall not be held in escrow hereunder.

“In addition to the foregoing, if Buyer has obtained any Approval and the same has been appealed, or if any permit has been denied, or any permit contains conditions which Buyer deems unacceptable and therefore files an appeal, the Final Approvals Contingency Period shall be extended for a period of up to two (2) years from the initial termination of the Final Approvals Contingency Period (i.e. until the end of five (5) years from the end of the Due Diligence Period) until such appeal is finally dismissed or resolved (such period being referred to as the “Appeal Extension Period”). If such an appeal is taken by a third party, then no additional payment shall be required, but if such appeal is taken by the Buyer, then Buyer shall be required to make a Permit Extension Payment for each 6-month period during the Appeal Extension Period.”

4. Section 23 is amended by deleting the second paragraph thereof and replacing it with the following:

“Provided that Buyer gives written notice to the Seller at least ten (10) days prior to the Closing Date, the Buyer shall have the right to extend the Closing Date for a period not to exceed sixty (60) days provided that a payment in the amount of Sixty Thousand and 00/100 Dollars (\$60,000) is made to the Seller together with such notice (“Closing Extension Payment”), which Closing Extension Payment shall be applied toward the Purchase Price but shall be non-refundable.”

5. Except to the extent expressly modified or amended by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement. To the extent of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall control.
6. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The delivery of an executed counterpart of this Amendment by a party or its legal counsel to the other party or its legal counsel, by electronic delivery of a scanned (i.e., .PDF) version of such document or by electronic signature (e.g., DocuSign), shall constitute good and valid delivery hereof for all purposes; and, Seller and Buyer each hereby waive any defense that it might otherwise have to the validity or enforceability of this Amendment

by virtue of any such counterpart execution or any such facsimile delivery, electronic delivery or electronic signature.

[Remainder of page intentionally blank; signatures on following page]

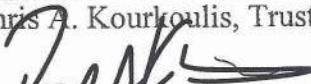
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

SELLER:

Champlain Realty Trust

By: 

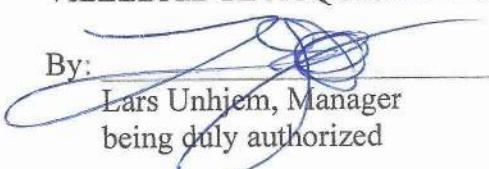
Chris A. Kourkoulis, Trustee

By: 

Paul A. Kourkoulis, Trustee

BUYER:

VILLEBRIDGE ACQUISITIONS LLC

By: 

Lars Unhjem, Manager
being duly authorized

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), is dated as of September __, 2022 by and between **Villebridge Acquisitions, LLC** ("Buyer"), and **Chris A. Kourkoulis and Paul A. Kourkoulis**, as they are Trustees of the **Champlain Realty Trust** ("Seller").

R E C I T A L S:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of March 21, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 7, 2022 (the "First Amendment" and together with the Purchase and Sale Agreement, the "Agreement"), for the sale of the Real Property located in the Town of Middleton, County of Essex, Commonwealth of Massachusetts; and

WHEREAS, Seller and Buyer desire to amend the Agreement in accordance with the terms and conditions set forth herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recital C in the Agreement, as the same was amended in the First Amendment, is hereby deleted in its entirety and replaced with the following:

"Buyer is purchasing the Real Property for the purpose of developing the same for a project consisting of residential and/or commercial improvements, which may be approved by means of any available zoning relief under Chapter 40A or Chapter 40B of the Massachusetts General Laws (hereinafter referred to as the "Intended Use").
2. Except to the extent expressly modified or amended by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement. To the extent of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall control.
3. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The delivery of an executed counterpart of this Amendment by a party or its legal counsel to the other party or its legal counsel, by electronic delivery of a scanned (i.e., .PDF) version of such document or by electronic signature (e.g., DocuSign), shall constitute good and valid delivery hereof for all purposes; and, Seller and Buyer each hereby waive any defense that it might otherwise have to the validity or enforceability of this Amendment by virtue of any such counterpart execution or any such facsimile delivery, electronic delivery or electronic signature.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

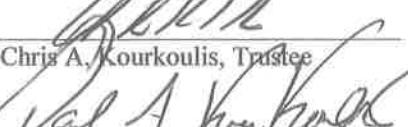
SELLER:

CHAMPLAIN REALTY TRUST

By:


Chris A. Kourkoulis, Trustee

By:


Paul A. Kourkoulis, Trustee

BUYER:

VILLEBRIDGE ACQUISITIONS LLC

By:


Lars Unhjem, Manager
being duly authorized

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

SELLER:

CHAMPLAIN REALTY TRUST

By:

Chris A. Kourkoulis, Trustee

By:

Paul A. Kourkoulis, Trustee

BUYER:

VILLEBRIDGE ACQUISITIONS LLC

By:

Lars Unhjem, Manager
being duly authorized

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), is dated as of February 21, 2023 by and between **Villebridge Acquisitions, LLC** ("Buyer"), and **Chris A. Kourkoulis and Paul A. Kourkoulis**, as they are Trustees of the **Champlain Realty Trust** ("Seller").

R E C I T A L S:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of March 21, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 7, 2022, and by Second Amendment to Purchase and Sale Agreement dated as of October 11, 2022 (as so amended, the "Agreement"), for the sale of the Real Property located in the Town of Middleton, County of Essex, Commonwealth of Massachusetts; and

WHEREAS, Seller and Buyer desire to amend the Agreement in accordance with the terms and conditions set forth herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

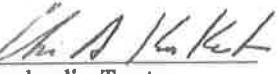
1. The Purchase Price is hereby amended to be Five Million Dollars (\$5,000,000.00).
2. Notwithstanding anything in the Agreement to the contrary, all Permit Extension Payments (whether made by Buyer to extend the Final Approvals Contingency Period or in connection with an appeal taken by Buyer to obtain the Appeal Extension Period) shall be fully applied to the Purchase Price at Closing.
3. Except to the extent expressly modified or amended by this Amendment, the Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement. To the extent of any inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall control.
4. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The delivery of an executed counterpart of this Amendment by a party or its legal counsel to the other party or its legal counsel, by electronic delivery of a scanned (i.e., .PDF) version of such document or by electronic signature (e.g., DocuSign), shall constitute good and valid delivery hereof for all purposes; and, Seller and Buyer each hereby waive any defense that it might otherwise have to the validity or enforceability of this Amendment by virtue of any such counterpart execution or any such facsimile delivery, electronic delivery or electronic signature.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year signed below.

SELLER:

CHAMPLAIN REALTY TRUST

By: 
Chris A. Kourkoulis, Trustee

By: 
Paul A. Kourkoulis, Trustee

BUYER:

VILLEBRIDGE ACQUISITIONS LLC

By: 
Lars Unhjem, Manager
being duly authorized

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year signed below.

SELLER:

CHAMPLAIN REALTY TRUST

By: _____
Chris A. Kourkoulis, Trustee

By: _____
Paul A. Kourkoulis, Trustee

BUYER:

VILLEBRIDGE ACQUISITIONS LLC

By: _____
Lars Unhem, Manager
being duly authorized

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT ("Agreement"), made as of the Effective Date (as defined below), by and between **Villebridge Acquisitions, LLC**, a Massachusetts limited liability company with an office at 1150 Great Plain Avenue #920056, Needham, Massachusetts 02492 ("Buyer"), and **Stigliano Inc.**, ("Seller"), and supersedes and replaces all prior agreements.

RECITALS

- A. Seller is the owner of certain real property with the buildings thereon located at 18 Boston Street, Middleton, Massachusetts, containing approximately 1.67 acres of land, being the premises more particularly described in the deed of Stigliano Inc. dated June 16, 2017 and recorded with the Essex South District Registry of Deeds in Book 35947, Page 473, which shall be subdivided as described herein (the "Entire Tract").
- B. Pursuant to the terms and conditions hereof, Seller desires to sell and convey to Buyer and Buyer desires to purchase from Seller, the Property (hereinafter defined).
- C. Buyer is purchasing the Property and adjacent property for the purpose of developing the same for fully approved ready to build residential facility which may be approved (i) pursuant to Massachusetts General Laws Chapter 40B consisting of approximately 75% of residential apartments offered at market value and the balance of the residential apartments being affordable to household incomes of 80% of the Area Median Income or as may otherwise be determined by a qualified subsidizing agency under M.G.L. c. 40B, or (ii) by other zoning relief (hereinafter referred to as the "Intended Use").
- D. In connection with this Agreement, the parties desire to set forth in writing all of the terms, conditions and agreements upon which Seller shall sell and Buyer shall purchase the Property and otherwise consummate the transactions contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and incorporated as if fully set forth below and further covenant and agree as follows:

1. **INCORPORATION.** The above recitals and all Exhibits referred to in this Agreement are incorporated and made a part of this Agreement.
2. **PURCHASE AND SALE.** On the terms and subject to the conditions herein set forth, Seller agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, free and clear of all claims, liens, liabilities, encumbrances and security interests except as otherwise provided below, all of Seller's right, title and interest in and to the following (collectively, the "Property"): the portion of the Entire Tract shown as "Lot B" on Exhibit A attached hereto, together with all rights, appurtenances, hereditaments, and improvements thereon and relating thereto, subject only to the Permitted Exceptions (hereinafter defined), including, without limitation all development rights and air rights, all improvements and fixtures, if any, located on the Real Property. **A specific legal description of the Property will be included in the Deed (as hereinafter defined) based on the approval of the Middleton Planning Board of a plan dividing the Property from the Entire Tract, as described in Section 12 below.**
3. **PURCHASE PRICE.** Subject to the conditions hereinafter set forth, Buyer shall pay to Seller, as the purchase price for the Property, the sum of Thirty One and 00/100 Dollars (\$31.00) for each square foot of lot area in excess of the 40,000 square feet to be retained by Seller, as depicted in the attached Exhibit 1, wherein Lot A is the 40,000 SF lot retained by Seller, and Lot B is the land to be acquired by Buyer, payable as follows:

- a. Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) earnest money deposit the **“Initial Deposit”** to be deposited with Commonwealth Land Title Insurance Company (“**Escrow Agent**”) within three (3) business days after execution and delivery of this Agreement by both Buyer and Seller.
- b. An additional Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) earnest money deposit (the **“Additional Deposit”**) to be deposited with Escrow Agent within three (3) business days after the expiration of the Due Diligence Period if this Agreement is not terminated pursuant to Section 11 below. The Initial Deposit and the Additional Deposit, together with all accrued interest thereon, are collectively referred to in this Agreement as the “Earnest Money”.
- c. The Earnest Money shall be placed in an interest-bearing account at a federally insured bank and shall be held in accordance with this Agreement and the Escrow Agreement of even date herewith between Seller, Buyer and the Escrow Agent. The Earnest Money shall be credited against the Purchase Price at Closing, or, subject to the terms and conditions of this Agreement, shall be paid to Buyer upon termination of this Agreement; and
- d. The balance in the amount of the land area of Lot B multiplied by Thirty One and 00/100 Dollars (\$31.00) less the deposits listed above, payable by bank check, certified check or wired funds on the Closing Date (hereinafter defined).

4. **DEED.** At Closing Seller shall transfer title to the Real Property by a quitclaim deed in the form attached hereto as Exhibit B (the **“Deed”**), in recordable form, with state deed tax or other transfer taxes to be paid by Seller, conveying to Buyer good and marketable fee simple title to the Real Property subject only to the exceptions listed in the Title Evidence (hereinafter defined) approved or deemed approved by Buyer pursuant to Section 7 (“Permitted Exceptions”).

5. **POSSESSION.** Seller shall deliver possession of the Property to Buyer as of the Closing Date, free of all tenants and occupants and all personal property, including all furniture, fixtures, and equipment that is not affixed to the building.

6. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to 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 Property do not conform with the provisions hereof, 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 for a period of thirty (30) days.

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 extension 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, at the Buyer’s option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

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 to the said premises, in their then condition and to pay therefor 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 said 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 by the holder of the said mortgage less any amounts expended by the Seller for any partial restoration.

Nothing in this Section 6 shall affect Buyer's rights and remedies under Section 22 hereof in the case of a breach or default by Seller hereunder.

7. **TITLE EVIDENCE.** Buyer shall have a period of sixty (60) calendar days following the Effective Date ("Title Review Period") to review 1) the Seller's title to the Property and all documents, maps and plans referenced therein (the "Title Evidence") or 2) ALTA Survey and to give Seller written notice objecting to any matter reflected therein ("Title Objection Notice"). In the event Buyer fails to notify the Seller within said Title Review Period of any such disapproval of the matters disclosed by Buyer's review of the Title Evidence, the state of title to the Property shall be deemed approved. If any objections are so made, the Seller shall use reasonable efforts to cure all such title objections within thirty (30) days after receipt of the Title Objection Notice. Except for the expenditure of funds to discharge Seller's voluntary mortgages, municipal charges, mechanics/materialman's liens and tax liens, any payment of legal fees and for items required by this Agreement (hereinafter "Mandatory Cure Items"), the obligation of the Seller to use "reasonable efforts" as set forth herein shall not require the Seller to expend more than \$10,000.00 to fulfill said obligation. If such objections are not curable within thirty (30) days after Seller's receipt of the Title Objection Notice, or if the same are not in fact cured within said thirty (30) days for any reason, then Buyer may, at its option, upon ten (10) days' written notice to the Seller, either (a) terminate this Agreement by notice to Seller and Escrow Agent, in which case all Earnest Money paid by Buyer to Seller hereunder shall be promptly refunded to Buyer and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof, or (b) waive the objections and proceed to Closing. If Buyer fails to give timely notice electing either alternative (a) or (b), Buyer shall be deemed to have elected alternative (b). Notwithstanding any provision contained in this Agreement, in no event shall any Mandatory Cure Items (other than current taxes and assessment not yet due and payable and items created by Buyer) be deemed to be Permitted Exceptions to title, and any Mandatory Cure Items (other than current taxes and assessments not yet due and payment and items created by Buyer) shall, on or before the Closing Date, be paid in full by Seller. For purposes of this Agreement, Permitted Exceptions shall be defined as: ad valorem taxes not yet due and payable for the year of Closing and subsequent years; zoning ordinances and all other laws, rules, regulations and ordinances of any governmental authorities having jurisdiction over the Property; and any easements, restrictions or other matters appearing in the Title Commitment or on the Survey which have been approved or deemed approved by Buyer, or which have been waived by Buyer pursuant to this Section 7.

8. **PRORATIONS; TAXES.** All non-delinquent real estate taxes and assessments shall be prorated between Buyer and Seller as of the Closing Date. Any delinquent taxes or assessments on the Property shall be paid at Closing from funds accruing to Seller. All payments relating to taxes and assessments which are due and payable prior to the Closing Date shall be paid at the Closing. All payments relating to taxes and assessments which are due and payable after the Closing shall be paid, and/or assumed, by Buyer. With respect to real property taxes, if the Closing shall occur before the tax rate or assessment is fixed, the apportionment of such real property taxes shall be upon the basis of the tax rate for the immediately

preceding year applied to the latest assessed valuation, but such taxes shall be re-adjusted as soon as the applicable rate and assessment is fixed.

9. **CONFIDENTIALITY.** In connection with evaluating the purchase of the Property, Buyer has or shall receive from Seller certain “Confidential Information” (as defined below) concerning the Property to enable Buyer to evaluate its purchase of the Property. Seller is willing to, or has disclosed, certain “Confidential Information” to Buyer in connection with its evaluation of the transactions contemplated by this Agreement, subject the terms and conditions set forth in this Section 9. Seller and the Buyer agree as follows:

- a. For purposes of this Agreement, “**Confidential Information**” means any information supplied by Seller or any officer, director, employee or representative of Seller (the Seller’s “**Affiliates**”) to Buyer or employee or representative of Buyer (Buyer’s “**Affiliates**”) or any attorney, accountant, consultant, contractor, agent, and prospective lender and investor (Buyer’s “**Representatives**”) that has been expressly or implicitly protected from unrestricted use by persons not associated with the Seller and includes, but is not limited to appraisals, contracts, surveys, research, and information pertaining to the Property; provided, however, that “Confidential Information” shall not include information that Buyer demonstrates by reasonably competent proof:
 - i. is or becomes generally available to the public other than as a result of a disclosure by Buyer or anyone to whom Buyer transmits the information;
 - ii. was available to Buyer on a non-confidential basis prior to its disclosure to Buyer by Seller;
 - iii. was actually known by the Buyer (without any obligation to the Seller as to use or disclosure) prior to its disclosure to Buyer by Seller or its Affiliates; or
 - iv. is disclosed by Seller to a third party without obligation of confidentiality.

All information which is identified or marked “confidential,” or “for company use only” or is identified or marked with any similar reference shall be Confidential Information; *provided* that, the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

- b. Buyer and Buyer’s Affiliates and Representatives will use Confidential Information only for the purpose of evaluating the purchase of the Property on the terms set forth in this Agreement and for no other purpose.

10. **REPRESENTATIONS OF SELLER, AND CERTAIN COVENANTS OF SELLER.** Seller makes the following representations to Buyer as of the Effective Date and as of the Closing Date. Wherever any of the representations below are made to the Seller’s actual knowledge, the same shall mean to the actual knowledge of Rocco Vigorito without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed that any such representations made to actual knowledge shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge:

- a. **Authority.** Seller is a corporation duly organized under the laws of the Commonwealth of Massachusetts. Seller is the owner of good and marketable title to the Property, and has all

necessary power and authority to enter into this Agreement and convey the Property to Buyer free and clear of all encumbrances. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to execute this Agreement and consummate the transaction contemplated hereby on behalf of the Seller.

b. Enforceability. This Agreement constitutes, and upon their due execution and delivery, all Seller Closing Documents constitute the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

c. Violations. Seller has received no written notice of any violations of law, municipal ordinances or federal, state, county, municipal or other governmental agency regulations, orders or requirements relating to the Property and no actual knowledge of any such violation. To the best of Seller's actual knowledge, Seller has received no notice of any default or breach of any covenants, conditions, restrictions or easements affecting the Property which have not been cured. Seller agrees that, if any such notice is received by Seller at any time prior to Closing, then Seller shall notify Buyer promptly of such notice of violation and, at Buyer's request, provide a copy of such notice of violation, in writing, to Buyer. Should Seller receive such notice of violation, Seller shall exercise reasonable efforts, as previously defined, to cure such default or breach contained in the notice within thirty (30) days after receipt of the notice. At Buyer's option, the Closing Date shall be extended until such time Seller has cured the default or breach, or Buyer may terminate this Agreement by written notice to Seller and receive the Earnest Money back, without further recourse to the parties hereto.

d. Litigation. There is no litigation, suit, arbitration, mediation, proceeding, claim or investigation, including any environmental, zoning or land use regulation proceeding, pending or threatened, against Seller or relating to any aspect of the Property which might create or result in a lien on or otherwise adversely affect the Property or any part thereof or interest therein.

e. Other Documents. Neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any breach or violation of, or default under, Seller's organizational documents, any law, ordinance, regulation, judgment, decree, order, mortgage, lease, agreement, indenture or other instrument or document to which Seller is a party or by which the Property is bound.

f. Condemnation. Seller has not received any written notice from any governmental authority of, and has no knowledge of, any pending or threatened proceedings in eminent domain which would adversely affect all or any portion of the Real Property.

g. Foreign Person Affidavit. Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

h. Leases. Seller has provided to Buyer complete copies of all leases and occupancy agreements ("Leases") affecting the Real Property, a list of which is attached as Exhibit C. As of the Closing Date, there will be no leases or any other rights of occupancy affecting any part of the Real Property and no tenants or other occupants at the Real Property.

i. Permits, Licenses, Consents, etc. There are no permits, licenses or consents required by any governmental authority in connection with the current use and occupancy of the Real Property except those previously obtained by Seller. If requested by Buyer and required by law, Seller shall cooperate, provided at no cost to the Seller, with Buyer in applying for the transfer and reissuance in the name of Buyer of all certificates of appropriate officials evidencing compliance with all applicable legal requirements.

j. Construction Contracts. Seller has not entered into any written or oral contracts with regard to construction of improvements on the Real Property which have not been fully paid for or which shall not be fully paid for as of Closing.

k. Complete and Accurate Information. To the best of Seller's actual and constructive knowledge, the information supplied or made available to Buyer pursuant to Section 9 hereof is complete and materially correct.

l. Assumed Contracts. As of the Closing Date, the Seller has entered no other contracts affecting any part of the Real Property.

m. Environmental Matters. Exhibit D hereto lists all reports or writings in the possession (actual or constructive) of Seller with respect to or which relate to the environmental condition of the Real Property and/or any surrounding properties (the "**Environmental Reports**"). Except as set forth in the Environmental Reports, Seller has no actual knowledge that any Hazardous Substance is present or exists on, in, under, near or about the Real Property. As used in this Contract the term "Hazardous Substances" shall mean and include any and all chemical, substance, material, waste or component thereof which is now listed, defined or regulated as hazardous or toxic by or under any present federal, state or local law, statute, act, rule, regulation, requirement, order, directive, code or ordinance, and all amendments thereto, pertaining in any way to health, safety and/or the environment.

Seller shall indemnify and defend Buyer against and hold Buyer harmless from any and all losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees and counsel fees incurred to enforce this indemnity) arising out of a breach by Seller of its warranties, representations and/or covenants in this Agreement. All warranties, representations, indemnifications and covenants by Seller contained in this Agreement and made in any writing pursuant to this Contract shall survive for a period of one (1) year from and after Closing. Rocco Vigorito, a principal of the Seller, hereby joins in this Contract for the purpose of being jointly and severally liable with Seller for all warranties, representations, indemnifications and covenants by Seller which survive the Closing.

11. DUE DILIGENCE PERIOD/INSPECTION. Buyer shall have the right during a period commencing on the Effective Date hereof and ending on June 21, 2022 (the "**Due Diligence Period**"), to examine the Due Diligence Items, and to enter upon the Property from time to time and, at Buyer's sole cost, expense and risk, to examine and inspect the same, and conduct tests and examinations with regard thereto (including surveys, soil borings, appraisals, etc.). Buyer and Seller shall, at the request of Buyer, arrange a mutually agreeable time(s) for the conducting of such inspection(s). Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against, any and all damages, liability, liens, claims, causes of action or expenses, including attorney's fees, relating to or arising from the activities of Buyer or anyone acting on Buyer's behalf on the Property prior to the Closing Date, but in no event shall Buyer have any liability for any losses or claims incurred by Seller as a result of (i) the mere discovery of any pre-existing condition at the Property, or (ii) the negligent acts of Seller or any of its agents or employees. Buyer shall promptly restore the Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by or on behalf of Buyer. The indemnity and repair obligations of Buyer hereunder shall survive the Closing of this transaction or the termination of this Agreement, regardless of the cause of termination.

Neither Buyer nor any environmental engineering firm retained by Buyer hereunder shall be responsible for notifying any third party, including, without limitation, any public or governmental department, board, or agency of the results of any environmental site assessment, research, or investigation conducted at the Property by or on behalf of Buyer pursuant hereto, including, without limitation, the contents of any written

technical report that may be prepared in conjunction therewith. Seller shall have full legal responsibility for performing any such requisite notification obligations resulting therefrom. Buyer shall instruct any environmental engineering firm so retained by Buyer pursuant hereto not to reveal to any third party the results of any environmental site assessment, research, or investigation unless it is duly required to disclose same under applicable law or by professional ethical standards.

At its sole discretion, Buyer may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Due Diligence Period for any reason or no reason, whereupon this Agreement shall be null and void and Escrow Agent shall return to Buyer any Earnest Money paid by Buyer hereunder and the parties shall have no further liability to each other hereunder, except those obligations which expressly survive termination hereof. If this Agreement terminates at any time for any reason other than a breach or default by Seller hereunder, Buyer shall provide to Seller copies of any final written reports and documents prepared by third parties on Buyer's behalf with respect to the condition of the Property, but such materials shall be delivered without any representation or warranty whatsoever as to accuracy, completeness or Seller's ability to rely upon the same. If Buyer does not terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved all matters pertaining to the Property, subject to the terms and conditions of this Agreement. Buyer and its Representatives enter the Property from time to time, on mutually agreeable times for Seller and Buyer, to inspect the Property.

Within ten (10) days after the Effective Date, Seller shall deliver to the Buyer all surveys, plans, title information and environmental reports, licenses, permits, and approvals which are in the Seller's possession. If the Buyer terminates this Agreement for any reason whatsoever all documents delivered by the Seller to the Buyer pursuant to this paragraph shall be returned promptly to the Seller or destroyed.

12. **FINAL APPROVALS CONTINGENCY.** As used in this Agreement, "Approvals" means that every Governmental Authority (as hereinafter defined) having jurisdiction over any portion of the Property must render its approval of the relief, permit, license, consent or request sought by Buyer or required for the Intended Use which contains no condition unacceptable to Buyer. Approval shall include, all necessary permits and approvals and third party actions necessary for the Intended Use, including, without limitation, receipt of a so-called Project Eligibility Letter from a subsidizing agency under M.G.L. c. 40B and its implementing regulations; granting of a Comprehensive Permit, Special Permit and/or Variance by the Town of Middleton Zoning Board of Appeals; Site Plan approval from the Town of Middleton Site Plan Review Committee; one or more Orders of Conditions from the Town of Middleton Conservation Commission; approval from the Secretary of the Executive Office of Environmental Affairs acting in accordance with the Massachusetts Environmental Policy Act, Massachusetts Water Resources Authority Permits, Department of Transportation Permits, Groundwater Discharge Permit from the Massachusetts Department of Environmental Protection and building permits from the Town of Middleton. The Approvals shall also include approval of a subdivision plan dividing the Entire Tract into the Real Property and the balance of the Entire Tract to be retained by Seller (which may be accomplished at Buyer's option by the endorsement by the Middleton Planning Board of a so-called "Approval Not Required" plan under the Massachusetts Subdivision Control Law). "Governmental Authority" means the United States, the Commonwealth of Massachusetts, the County of Essex, the Town of Middleton, and every other governmental subdivision in which the Property are located, and any agency, department, commission, board, bureau or instrumentality, or any of them. As used in this Agreement "Final Approval" means that no Approval is subject to an appeal or contest by any party, person or entity.

In the event Buyer does not receive the Final Approvals for the Intended Use within eighteen (18) months from the date of this Agreement (the "**Final Approvals Contingency Period**") or Buyer determines that it is unlikely that it will obtain the Final Approvals for the Intended Use, Buyer may terminate this Agreement by written notice to Seller whereupon this Agreement shall be terminated, the Earnest Money shall be forthwith returned to Buyer and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse

to the parties hereto (the “**Final Approvals Contingency**”). Buyer may at any time, at its sole discretion, waive the Final Approvals Contingency.

In the event that the Buyer has not received the Final Approvals for its Intended Use within the initial Final Approvals Contingency Period, then provided that the Buyer has been using reasonably diligent efforts in pursuit of the Approvals, upon written notice to the Seller prior to the expiration of the Final Approvals Contingency Period the Buyer may extend the Final Approvals Contingency Period for four (4) periods of six (6) months each (each a “Permit Extension”) provided that the Deposit shall become non-refundable and a payment in the amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500) is made to the Seller together with any such Permit Extension (each a “Permit Extension Payment”), which Permit Extension Payments shall be applied to the Purchase Price and shall be non-refundable and shall be held in escrow hereunder.

In addition to the foregoing, if Buyer has obtained any Approval and the same has been appealed, or if any permit has been denied, or any permit contains conditions which Buyer deems unacceptable and therefore files an appeal, the Final Approvals Contingency Period shall be extended for a period of up to eighteen (18) months from the initial termination of the Final Approvals Contingency Period (i.e. until the end of five (5) years from the end of the Due Diligence Period) until such appeal is finally dismissed or resolved (such period being referred to as the “Appeal Extension Period”). If such an appeal is taken by a third party or by the Buyer, then Buyer shall be required to make a Permit Extension Payment for each 6-month period during the Appeal Extension Period.

13. **CONDITIONS TO BUYER'S PERFORMANCE.** This Agreement and Buyer's obligations to proceed to Closing are conditioned, for the sole benefit of Buyer, upon satisfaction of the following prior to the Closing:

- a. **Seller's Performance.** All representations and warranties of Seller hereunder shall be true, complete and accurate as of the Effective Date and as of the Closing Date, and Seller shall have performed all of its covenants, duties and obligations under this Agreement, as and when required under this Agreement.
- b. **Title.** Title and the Title Evidence shall have been found acceptable, or been made acceptable, in accordance with the requirements of Section 7 above. The Title Company shall be prepared to issue the Title Policy, subject only to the Permitted Exceptions.
- c. **Inspection.** Buyer shall have been provided adequate opportunity to inspect the Property and to conduct tests and examinations with regard thereto in accordance with Section 11 above, the results of which shall have been found satisfactory to Buyer in Buyer's sole discretion.
- d. **Approvals.** Buyer shall have obtained all of the final Approvals required for Buyer's Intended Use of the Property.
- e. **Delivery of Documents.** Seller shall have delivered the Seller Closing Documents (hereinafter defined) to Escrow Agent.

14. **CONDITIONS TO SELLER'S PERFORMANCE.** This Purchase Agreement and Seller's obligations to proceed to Closing are conditioned, for the sole benefit of Seller, upon satisfaction of the following:

- a. Buyer performing all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement, including the payment of the Purchase Price.
- b. Buyer shall have delivered the Buyer Closing Documents (hereinafter defined) to Escrow Agent.

15. **WAIVER OF CONDITIONS; TERMINATION.**

- a. Any of the conditions set forth in Section 13 may only be waived in writing by Buyer. Any of the conditions set forth in Section 14 may only be waived in writing by Seller.
- b. If any of the conditions set forth in Section 13 are not satisfied or waived by the date specified, or if no such date is specified, then by the Closing Date, then Buyer may terminate this Agreement by written notice to the other party and Escrow Agent in which case all Earnest Money deposited by Buyer with Escrow Agent shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however, if the failure of any one or more of the conditions set forth in Section 13 or Section 14 also constitutes a default under or breach of the terms of this Agreement on the part of a party hereto, then the provisions of Section 22 shall control and govern the rights of the parties hereunder.

16. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER.** Buyer represents, warrants, and covenants with and to Seller, as of the Effective Date and the Closing Date, as follows:

- a. **Authority.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents to be signed by Buyer; such documents have been, or will have been by the Closing Date, duly authorized by all necessary action on the part Buyer and have been duly executed and delivered; the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's governing documents or any judgment, order, or decree of any court or arbiter to which such Buyer is a party; and such documents are the valid and binding obligations of Buyer and enforceable in accordance with their terms.
- b. **Liens.** Buyer shall not, either by act or omission, permit, create, assume, incur or suffer to exist any encumbrance, lien (including, without limitation, mechanic's liens), covenant, condition, easement, restriction, reservation, development agreement, assessment agreement, special assessment, mortgage, lease, pledge, security interest, or other encumbrance upon the Property prior to the Closing.
- c. **AS-IS Due Diligence.** Except for the representations and warranties expressly provided in this Agreement or in the Seller Closing Documents, Buyer agrees (i) that it is purchasing the Property on an "As Is" basis and based on its own investigation of the Property and based upon Buyer's own judgment; (ii) that Buyer assumes all risks as to condition, quality, and performance of the Property; (iii) that neither Seller nor Seller's employees, agents, brokers, representatives, managers, property managers, asset managers, officers, principals, attorneys or contractors (collectively, "**Seller's Representatives**") have made any warranty, representation, affirmation, promises, or guarantee, express, implied or statutory, written or oral, concerning the Property or any of the improvements located thereon or therein; and (iv) that neither Seller nor Seller's Representatives have made any warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or

absence of any latent defect, subsurface soil condition, environmental condition, hazardous substance, toxic waste or any other matter pertaining to the physical condition (title, mapping, grading, construction, or otherwise) of the Property.

d. Truth of Representations. The Buyer's representations and warranties set forth in this Agreement shall be true on the Effective Date and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

17. PATRIOT ACT. Seller and Buyer represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

18. CONDEMNATION. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

19. ADDITIONAL PRE-CLOSING COVENANTS OF SELLER. From and after the Effective Date:

a. Seller shall maintain and manage the Property in substantially the same manner as it is presently being maintained and managed, such that at the Closing Date, the Property shall be in substantially the same physical condition as on the Effective Date.

b. Seller shall not, without Buyer's prior written consent, take, approve or consent to any action to change any material permits or licenses of or for the Property.

c. Seller shall not, without Buyer's prior written consent, (i) change the existing zoning (if any) for the Real Property or apply for any permits or approvals with respect to the use of the Real Property; (ii) plat or restrict the Real Property; (iii) place on or remove from the Real Property any buildings or improvements; (iv) excavate the Real Property; (v) enter into any mortgage, ground lease or any encumbrance, or any other contract or lease affecting the Real Property or transfer any interest in the Real Property; (vi) by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate; or (vii) commence any action to protest or appeal real estate taxes payable from and after the date of this Agreement. Seller shall promptly notify Buyer if Seller obtains knowledge that any of the representations or warranties of Seller hereunder is not (or is no longer) true.

20. NOTICES. All notices required hereunder shall be in writing by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified

mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) when received via facsimile transmission, with original notice postmarked on the date of such transmission, or (e) by electronic transmission, addressed:

for Buyer: Villebridge Acquisitions, LLC
1150 Great Plain Avenue #920056
Needham, MA 02492
Attention: Lars Unhjem
Tel: 617-418-3575
e-mail: lars@villebridge.com

With a copy to: Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Attention: Steven Schwartz
Tel: 617-574-4147
e-mail: sschwartz@goulstonstorrs.com

for Seller: Stigliano, Inc.
4 Patridge Lane
Saugus, MA 01906
Attention: Rocco Vigorito
Tel: 617-389-4941
e-mail: _____

With a copy to: Vision Realty Group
200F Main Street, Ste 222
Stoneham, MA 02180
Attention: Al Sciola
Tel: 617-721-0013
e-mail: alsciola@gmail.com

All notices given pursuant to the methods described in (a), (c), (d) and (e) hereunder shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given by registered or certified mail, pursuant to (b) hereunder shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b), (c), (d) and (e) above.

21. **BROKERS.** Each party hereto represents and warrants to the other that they have dealt with no real estate agent or broker in connection with this Purchase Agreement. Except as stated above, each party hereto hereby agrees to indemnify and hold harmless the other party from and against any loss or claim made against or suffered by the other party on account of a breach of the foregoing representation by the indemnifying party.

22. **REMEDIES.** If Buyer terminates this Agreement by reason of non-satisfaction of one or more conditions to Closing, or if Buyer cancels this Agreement by reason of Seller's breach or default, or if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period all Earnest Money paid by Buyer to Seller shall be promptly refunded to Buyer and neither party shall thereafter have any further liability, right or obligation hereunder; provided, however that in the case of a termination of this Agreement by reason of a willful and material breach or default by Seller hereunder, in addition to the return of the Earnest Money,

Seller shall reimburse Buyer for the actual costs (the “**Pre-Development Costs**”) incurred by Buyer in connection with the transaction contemplated hereby including, without limitation, Buyer pursuit of the Approvals (as hereinafter defined) not to exceed One Million Dollars (\$1,000,000). Seller’s sole and exclusive remedy for Buyer’s default shall be termination of this Agreement and retention of the Earnest Money as liquidated and final damages. Notwithstanding the foregoing, this provision shall not limit Buyer’s or Seller’s remedies with respect to any of the indemnification provisions of this Agreement. In addition to the other rights and remedies available at law or in equity, Buyer shall have the right to apply for and receive from any court of competent jurisdiction, equitable relief by way of specific performance to enforce performance of the terms of this Agreement; provided, however, that an action to enforce such specific performance shall be commenced within ninety (90) days after such right of action shall arise and shall be in lieu of any claim for damages. Any action not brought within the 90-day period shall be time barred.

23. **CLOSING**. The consummation of the transaction as contemplated hereunder (the “**Closing**”) shall occur within sixty (60) days following the earliest of (i) the Buyer’s acquisition of the Final Approvals as set forth in Section 14(d), (ii) the expiration of the Final Approvals Contingency Period, or (iii) the Buyer’s waiver of the Final Approvals Contingency (“**Closing Date**”). The Closing shall be conducted at the offices of the Escrow agent and shall occur through escrow.

Provided that Buyer gives written notice to the Seller at least ten (10) days prior to the Closing Date, the Buyer shall have the right to extend the Closing Date for a period not to exceed sixty (60) days provided that a payment in the amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500) is made to the Seller together with such notice (“**Closing Extension Payment**”), which Closing Extension Payment shall be applied toward the Purchase Price and shall be non-refundable.

24. **DELIVERIES BY SELLER AT CLOSING**. On or prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent the following items (“**Seller Closing Documents**”):

- a. The Deed, in recordable form, duly executed and acknowledged by Seller.
- b. A standard form Seller’s Affidavit, duly executed by Seller and completed without exceptions for bankruptcy, judgments, tax liens, mechanic’s liens, parties in possession (other than tenants in possession under existing leases) and other unrecorded contracts, other than the Property Agreements accepted by Buyer.
- c. A Trustee’s Certificate in recordable form duly executed and acknowledged by Seller.
- d. An affidavit of non-foreign status, duly executed by Seller, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
- e. Evidence satisfactory to Buyer and to Buyer’s title insurance company (the “**Title Company**”) that all necessary approvals, licenses and/or consents have been obtained and such other evidence satisfactory to Buyer or the Title Company of Seller’s authority and the authority of the signatory on behalf of Seller to convey the Property pursuant to this Contract.
- f. A certificate restating as of the Closing Date all of Seller’s representations and warranties contained herein.
- g. An original of closing statement setting forth the Purchase Price, the closing adjustments and prorations and the application thereof at the Closing (the “**Closing Statement**”).
- h. A corporate excise tax lien waiver from the Massachusetts Department of Revenue.

i. All other agreements, documents and instruments necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Buyer.

25. **DELIVERIES OF BUYER AT CLOSING.** On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent the following items (“**Buyer Closing Documents**”):

a. The Purchase Price, less the Earnest Money, if any.

b. The Closing Statement.

c. All other agreements, instruments and documents necessary or incident to consummation of the transactions contemplated hereby or reasonably required by Escrow Agent, Title Company or Seller.

26. **LITIGATION EXPENSES.** If either party shall initiate any litigation or other legal action hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for any and all costs, including without limitation attorneys' fees, incurred by the prevailing party in connection with such legal action.

27. **ENTIRE AGREEMENT.** This Agreement and all exhibits and schedules attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior representations, agreements and understandings of the parties, including any "letter of intent," "letter of understanding," or similar documents. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

28. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

29. **CLOSING COSTS.** Buyer shall pay all of Buyer's costs and expenses, including but not limited to its attorneys' fees, title fees, and the costs, if any, for title insurance in connection with the purchase of the Property by Buyer. Seller shall pay all of its costs and expenses in connection with the sale of the Property to Buyer, including but not limited to Seller's attorneys' fees, tax stamps, revenue stamps, if applicable, and recording fees applicable to title clearing documents.

30. **ASSIGNABILITY.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, Buyer may, without the other's prior written consent, assign its rights and obligations under this Agreement to an entity which is owned or controlled by or is under common control with Buyer. Any assignment in violation of the terms hereof shall be null and void and of no force or effect. In no case shall any assignment release Buyer from liability hereunder through the Closing; it being agreed that, upon the Closing in the manner contemplated herein by a permitted assignee, neither Buyer nor their respective affiliates shall have any further obligations or liability to Seller pursuant to this Agreement. Subject to this Section 30, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

31. **INSURANCE.** Until the delivery of the deed the Seller shall maintain insurance on the Property as presently insured. All risk of loss shall remain with the Seller until the delivery of the deed.

32. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable,

all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

33. TIME PERIODS. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Massachusetts. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

34. TIME OF ESSENCE. Seller and Buyer agree that time shall be of the essence of this Agreement.

35. USE OF PURCHASE 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 the deed and that the same is in accordance with customary practice for the sale of commercial properties in the Commonwealth of Massachusetts. Discharges to be obtained by or on behalf of Seller from institutional mortgage lenders may be procured and recorded within a reasonable time after the delivery of the deed in accordance with customary local conveyancing practice.

36. INTERPRETATION. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

37. COUNTERPARTS. This Agreement may be executed in any number of counterparts by facsimile or email signature, each of which shall be deemed to be an original, but all of which together (original or copy thereof) shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

38. EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the date on which it is last signed by Seller and Buyer.

39. ACCEPTANCE OF DEED. The acceptance of a deed by the Buyer or its 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 or which survive the Closing hereunder. The term "acceptance of a deed" shall mean upon its recording in the Essex South District County Registry of Deeds.

40. TITLE STANDARDS. Any title matter which is the subject of a title and/or practice standard of the Massachusetts Real Estate Bar Association at the time of the delivery of the deed shall be covered by said standard to the extent applicable.

41. AGREEMENT SUPERSEDES PRIOR AGREEMENTS. This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.

42. ERRORS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within two (2) months of the date of delivery of the deed to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission.

43. ACCELERATIONS AND EXTENSIONS. Accelerations and extensions of the time for performance and other changes in the provisions of this Agreement may be executed on behalf of a party by their attorney. In such instance, the parties hereby agree to accept and treat electronic and/or faxed signatures as if they were originals.

44. CONSTRUCTION OF AGREEMENT. This instrument, executed in several photostatic counterparts any of which may be deemed an original, 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 inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. 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. The words "hereof," "herein," "hereto," and other words of similar import refer to this Agreement in its entirety. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

45. LIKE KIND EXCHANGE. Buyer and Seller each acknowledge and agree that the other may identify a portion or all of the Premises pursuant to Section 1031 of the Internal Revenue Code (the "Code") as part of a "like-kind exchange" or "reverse like-kind exchange". If a party does elect to treat this transaction as part of a like-kind exchange, then each party agrees to cooperate with the other in the furtherance of this objective, including but not limited to, the execution of assignments to a qualified intermediary and/or an Exchange Accommodation Titleholder (EAT), and additional documentation as may be required or requested by the qualified intermediary or necessitated to conform the transaction as a like-kind exchange. Notwithstanding, such reasonable cooperation shall not require the other party to expend funds or significant time, or materially alter the terms of this Agreement.

46. TITLE. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this agreement unless:

- (a) All buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and septic systems and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity, except as allowed by written and recorded instrument;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises, except as allowed by written and recorded instrument;
- (c) The premises shall abut or have indefeasible access to a public way, duly laid out or accepted as such by the city or town in which said premises are located; and
- (d) The property is insurable by an ALTA title insurance company doing business in the Commonwealth of Massachusetts, with commonly accepted exceptions.

47. **SIGNATURES.** The parties agree that this Agreement and any amendment hereto, or notice pursuant hereto, may be transmitted between them by facsimile machine, email or other electronic transmission. The parties intend that faxed signatures, emails and PDFs with scanned signatures constitute original signatures for all purposes. Notice to any party's attorney shall constitute notice to that party.

48. **SELLER'S REPRESENTATIONS:** Whenever a representation or warranty of Seller are qualified to be to the SELLER'S actual knowledge, such representations are made without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the Seller to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed at the time of delivery of the Deed; furthermore, it is acknowledged and agreed by the Parties that any such representations so qualified shall not constitute a representation or warranty against the existence of such conditions about which Seller has no knowledge. The provisions of this paragraph shall survive the delivery of the Deed hereunder.

49. **SELLER SUBDIVISION OBLIGATIONS:** Upon the full execution of this PSA, Buyer shall obtain an engineered survey of 18 Boston Street and the subdivision ANR plan as described in this letter. Buyer shall be responsible for obtaining the subdivision at its sole cost and expense, including, if necessary, relocating the Seller's septic system for the existing uses to be located entirely within Seller's remaining property (referred to as Lot A below). Seller shall reasonably cooperate at no cost to Seller.

The Property shall be subdivided to create an additional lot, with Lot A being a 40,000 SF conforming lot retained by Seller and the balance of 18 Boston Street being Lot B which shall be sold to the seller, as depicted in the attached Exhibit 1. Buyer shall ensure that Lot A will allow the existing uses, including the existing multifamily home and the stand-alone accessory garage, to continue after the subdivision is completed.

The method of subdivision shall be defined as: the as to-be-created Lot Line B shall run from Boston Street to the rear of the property and shall be parallel with the existing Lot Line A, and Dimension A shall adjust as necessary so that the resultant Lot A is 40,000 SF.

The total land area of 18 Boston Street shall be confirmed by Buyer by obtaining a stamped engineering plan and conducting a title review.

50. **SELLER COOPERATION:** Seller agrees to cooperate with Buyer on all matters regarding Buyer's permitting efforts. Buyer shall not position the above-ground waste water treatment plant closer to Seller's dwellings than as allowed by MassDEP (which is a minimum of 50 feet). Buyer shall preview plans with Seller prior to submission of the Comprehensive Permit application. Seller shall not file an appeal against Buyer or otherwise object to or hinder Buyer's efforts to obtain all Approvals for a large-scale (up to 200 units or more) multifamily and/or mixed-use project under the Chapter 40B regulations, inclusive of an onsite wastewater treatment plant and appurtenant uses and structures.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE
FOLLOWING ARE THE SIGNATURE, NOTARY, AND SCHEDULE PAGES.**

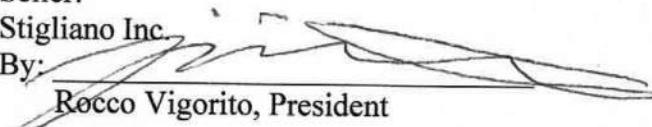
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

WITNESSES

Seller:

Stigliano Inc.

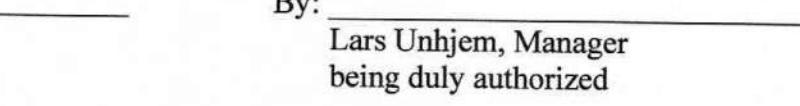
By:


Rocco Vigorito, President

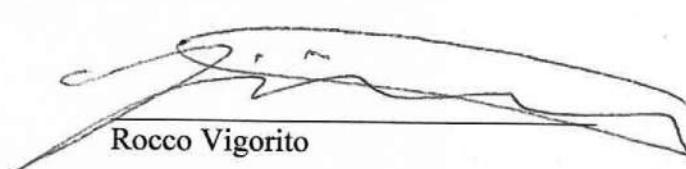
Buyer:

VILLEBRIDGE ACQUISITIONS LLC

By:


Lars Unhjem, Manager
being duly authorized

JOINED IN FOR THE PURPOSES SET FORTH IN SECTION 10 ABOVE:


Rocco Vigorito

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year signed below.

WITNESSES

Seller:

Stigliano Inc.

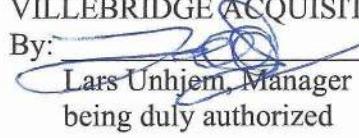
By:

Rocco Vigorito, President

Buyer:

VILLEBRIDGE ACQUISITIONS LLC

By:


Lars Unhem, Manager
being duly authorized

JOINED IN FOR THE PURPOSES SET FORTH IN SECTION 10 ABOVE:

Rocco Vigorito

JOINDER BY ESCROW HOLDER

Commonwealth Land Title Insurance Company joins this Agreement for the purposes of agreeing to act as Escrow Agent under this Agreement.

Commonwealth Land Title Insurance Company
(a corporation)

By: *Megan Rapone* _____

Its: Vice President

EXHIBIT A

Plan of Property and Proposed Division of Entire Tract

EXHIBIT B

QUITCLAIM DEED

STIGLIANO, INC., a Massachusetts corporation with an address of _____ ("Grantor"), for and in consideration of _____ paid, grants to _____, a _____, with an address of _____ (the "Grantee"),

with QUITCLAIM COVENANTS,

The land, together with the buildings and other improvements thereon, located in the Town of Middleton, Essex County, Massachusetts, described on **Exhibit A** attached hereto (the "Property").

The Property is conveyed subject to and with the benefit of all rights, restrictions, covenants, easements and reservations of record, all insofar as may now be in force and applicable.

Being a portion of the property conveyed to Grantor's by Deed of _____, dated _____ and recorded with the Essex (S.D.) Registry of Deeds in Book _____, Page _____.

This conveyance does not constitute all or substantially all of the property owned by Grantor in the Commonwealth of Massachusetts

[Signature page follows]

EXECUTED under seal as of the ____ day of _____.

GRANTOR:

STIGLIANO, INC.,
a Massachusetts corporation

By:_____

Rocco Vigorito
Its President

By:_____

Rocco Vigorito, Jr.
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF _____)

On this the ____ day of _____, 202____, before me, the undersigned notary public, Rocco Vigorito and Rocco Vigorito, Jr., personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed and as their voluntary act as President and as Treasurer, respectively of Stigliano, Inc.

Signature of Notary Public
My commission expires

EXHIBIT C

List of Leases

EXHIBIT D

Environmental Reports

EXHIBIT E

Escrow Agreement



Commercial Services Office
265 Franklin Street, 8th Floor
Boston, Massachusetts 02110

ESCROW AGREEMENT

Dated: _____

WHEREAS

("Seller")
and

("Buyer")
have entered into an agreement for the purchase and sale of property located at

_____, and have asked that Commonwealth Land Title Insurance Company ("Escrow Agent") hold the funds to be deposited in escrow, the parties hereto agree as follows:

Escrow Agent shall hold the sum of _____ which has been given to it this day to be held pursuant to the following escrow terms. The funds shall be deposited in an interest bearing account with the Bank of America, Boston, Massachusetts, for the benefit of the _____ whose taxpayer ID number is _____.

Escrow Agent shall retain the funds in escrow until receiving at the address listed below written instructions signed by both Buyer and Seller, or their counsel, instructing Escrow Agent to disburse the funds in accordance with said written instructions. Buyer and Seller hereby agree that Escrow Agent may rely on facsimile transmissions of the instructions.

Buyer and Seller do hereby jointly and severally agree that the Escrow Agent shall incur no liability whatsoever in connection with its good faith performance under this Escrow Agreement, and do hereby jointly and severally release and waive any claims we may have against Escrow Agent, which may result from its performance in good faith of its

function under this agreement, including but not limited to, a delay in the electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or willful misconduct while performing as Escrow Agent under this Escrow Agreement.

The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by Escrow Agent relating to this Escrow Agreement. Escrow Agent may rely upon any oral identification of a party notifying Escrow Agent orally as to matters relating to this Agreement if such oral notification is permitted hereunder. Escrow Agent is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by Escrow Agent.

In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the escrow funds or the escrow documents, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Escrow Agent shall not release the escrow funds or the escrow documents. The Escrow Agent shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto or (b) shall have finally been determined in a court of competent jurisdiction. Buyer and Seller further agree to indemnify Escrow Agent against any and all loss, costs or damages, including attorney's fees, incurred by Escrow Agent in its performance of its duties, because of any such disputes or disagreements.

The Escrow Agent may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the escrow funds and escrow documents. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the escrow funds and escrow documents to such successor.

Costs and fees incurred by or owing to the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto.

The parties hereto do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$250,000 for each individual depositor for all of the depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, a loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

ESCROW AGENT: COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: _____

Phone: (617) 619-4800
Fax: (617) 619-4848

SELLER:

By: _____

Address: _____

Telephone: _____

Fax: _____

BUYER:

By: _____

Address: _____

Telephone: _____

Fax: _____



Lars Unhjem, Manager
Villebridge Acquisitions LLC
1150 Great Plain Ave. # 920056
Needham, MA 02492

RE: 40B development at 49 S. Main Street, Middleton, MA

April 11, 2023

Dear Mr. Unhjem,

Thank you for your recent presentation of the above development project and various updates along the way. I understand that you require a letter of support in association with the 40B requirements of this project and I give my consent for this letter to be shared as you see fit.

I am writing to confirm that Eastern Bank has a strong interest in working with you to provide both construction and permanent financing at the appropriate time.

As you are aware, the Bank will require the completion of all typical due diligence and underwriting prior to issuing a loan commitment.

Please be further advised that Eastern Bank is a member of the Boston FHLB and, I can confirm, would utilize NEF funds for the financing of this project, a process with which we are familiar.

For the benefit of 3rd party readers of this letter, I note that I have met with Mr. Unhjem on multiple occasions and regard him as an experienced and credible developer with access to the capital required for a project of this type.

For clarity; we have not yet issued any commitment to finance this acquisition but look forward to reviewing the proposal when available. The specifics of any potential commitment will naturally be contingent upon market conditions at that time.

Sincerely,

A handwritten signature in cursive ink, appearing to read 'David MacManus'.

David MacManus
Senior Vice President
Eastern Bank
d.macmanus@easternbank.com

MAP KEY	COMMUNITY	COMPARABLE COMMUNITY						SIZE-ADJUSTED RENT						PERCENTAGE ADJUSTMENTS						ADJUSTED					
		YEAR BUILT	YEAR LAST RENOVA TED	UNIT TYPE	SIZE (SF)	SIZE (SF)	SLOPE ¹	\$/SF	AGE	UNIT FINISHES	AMENITIES	\$/SF	PROXIMITY TO EMPLOY MENT	PROXIMITY TO RETAIL	PROXIMITY TO SCHOOL	TOTAL ADJ. \$	AVERAGE ASKING RENT	\$/SF	WEIGHT	RENT	\$/SF				
1BR	Barry Farms	2026	2016	N/A	1BR	768	\$2,039	\$2.65	737	50%	\$1,997	\$2,71	5.0%	5.0%	0.0%	1.0%	2.0%	18.0%	\$2,358	\$3.20	14.3%				
2	MarketStreet Apartments	2013	N/A	1BR	776	\$2,945	\$3.80	737	50%	\$2,872	\$3.90	5.0%	3.0%	4.0%	-3.0%	-5.0%	-1.0%	100.5%	\$2,887	\$3.92	14.3%				
3	Every	2015	N/A	1BR	809	\$2,777	\$3.43	737	50%	\$2,654	\$3.60	5.0%	3.0%	3.0%	-3.5%	-5.0%	-1.0%	103.6%	\$2,748	\$3.73	14.3%				
4	The State at Andover	2016	N/A	1BR	823	\$2,518	\$3.06	737	50%	\$2,387	\$3.24	5.0%	2.0%	3.0%	-1.0%	-1.0%	-1.0%	107.0%	\$2,595	\$3.47	14.3%				
5	Energy Flats	2019	N/A	1BR	749	\$2,586	\$3.41	737	50%	\$2,534	\$3.44	3.5%	1.5%	2.0%	-2.5%	-3.0%	-1.0%	105.5%	\$2,674	\$3.63	14.3%				
6	The Val	2021	N/A	1BR	750	\$2,675	\$3.56	737	50%	\$2,651	\$3.60	2.5%	0.0%	1.0%	-1.0%	-1.0%	-1.0%	103.5%	\$2,744	\$3.72	14.3%				
7	Avalon at Bedford Center	2006	2021	1BR	765	\$2,846	\$3.72	737	50%	\$2,794	\$3.79	5.0%	1.0%	2.0%	-1.0%	-1.0%	-1.0%	107.0%	\$2,990	\$4.06	14.3%				
		777			\$2,622	\$3.37	737	50%	\$2,556	\$3.47	4.4%	2.2%	2.9%	-1.7%	-2.4%	-1.0%	106.5%	\$2,708	\$3.67	100.0%					
																						\$2,710	\$3.68		
1BR+	Barry Farms	2026	2016	N/A	1BR+	901	\$2,155	\$2.39	883	60%	\$2,130	\$2.41	5.0%	5.0%	0.0%	1.0%	2.0%	118.0%	\$2,514	\$2.85	0.0%				
2	MarketStreet Apartments	2013	N/A	1BR+	1,072	\$3,170	\$2.96	883	60%	\$2,835	\$3.21	5.0%	3.0%	4.0%	-3.0%	-7.5%	-1.0%	100.5%	\$2,850	\$3.23	33.3%				
5	Energy Flats	2019	N/A	1BR+	859	\$2,555	\$2.97	883	60%	\$2,598	\$2.94	3.5%	1.5%	2.0%	-2.5%	-2.0%	-1.0%	105.5%	\$2,741	\$3.10	33.3%				
7	Avalon at Bedford Center	2006	2021	1BR+	1,081	\$3,077	\$2.85	883	60%	\$2,738	\$3.10	5.0%	1.0%	2.0%	-1.0%	-1.0%	-1.0%	107.0%	\$2,931	\$3.32	33.3%				
		1,004			\$2,934	\$2.92	883	60%	\$2,724	\$3.08	4.5%	1.8%	2.7%	-2.2%	-3.5%	-1.0%	104.4%	\$2,840	\$3.22	100.0%					
2BR	Barry Farms	2026	2016	N/A	2BR	1,071	\$2,529	\$2.36	1,117	60%	\$2,595	\$2.32	5.0%	5.0%	0.0%	1.0%	2.0%	118.0%	\$3,063	\$2.74	14.3%				
2	MarketStreet Apartments	2013	N/A	2BR	1,232	\$4,495	\$3.65	1,117	60%	\$4,243	\$3.80	5.0%	3.0%	4.0%	-3.0%	-7.5%	-1.0%	100.5%	\$4,266	\$3.82	14.3%				
3	Every	2015	N/A	2BR	1,153	\$3,299	\$2.86	1,117	60%	\$3,236	\$2.90	5.0%	3.0%	3.0%	-3.5%	-5.0%	-1.0%	103.6%	\$3,351	\$3.00	14.3%				
4	The State at Andover	2016	N/A	2BR	1,145	\$2,923	\$2.55	1,117	60%	\$2,880	\$2.58	5.0%	2.0%	3.0%	-1.0%	-1.0%	-1.0%	107.0%	\$3,083	\$2.76	14.3%				
5	Energy Flats	2019	N/A	2BR	1,123	\$3,072	\$2.74	1,117	60%	\$3,063	\$2.74	3.5%	1.5%	2.0%	-2.5%	-2.0%	-1.0%	105.5%	\$3,232	\$2.89	14.3%				
6	The Val	2021	N/A	2BR	1,118	\$3,341	\$2.99	1,117	60%	\$3,339	\$2.99	2.5%	0.0%	1.0%	-1.0%	-1.0%	-1.0%	103.5%	\$3,457	\$3.09	14.3%				
7	Avalon at Bedford Center	2006	2021	2BR	1,204	\$3,441	\$2.86	1,117	60%	\$3,392	\$2.95	5.0%	1.0%	2.0%	-1.0%	-1.0%	-1.0%	107.0%	\$3,523	\$3.15	14.3%				
		1,150			\$3,300	\$2.87	1,117	60%	\$3,235	\$2.90	4.4%	2.2%	2.9%	-1.7%	-2.4%	-1.0%	106.5%	\$3,425	\$3.07	100.0%					
3BR	Barry Farms	2026	2016	N/A	3BR	1,223	\$3,200	\$2.62	1,320	80%	\$3,404	\$2.58	5.0%	5.0%	0.0%	1.0%	2.0%	118.0%	\$4,018	\$3.04	25.0%				
4	The State at Andover	2016	N/A	3BR	1,523	\$4,129	\$2.71	1,320	80%	\$3,689	\$2.80	5.0%	2.0%	3.0%	-1.0%	-1.0%	-1.0%	101.0%	\$3,949	\$2.99	25.0%				
5	Energy Flats	2019	N/A	3BR	1,366	\$3,715	\$2.72	1,320	80%	\$3,614	\$2.74	3.5%	1.5%	2.0%	-2.5%	-2.0%	-1.0%	105.5%	\$3,813	\$2.89	25.0%				
6	The Val	2021	N/A	3BR	1,524	\$4,332	\$2.84	1,320	80%	\$3,868	\$2.93	2.5%	0.0%	1.0%	-1.0%	-1.0%	-1.0%	103.5%	\$4,003	\$3.03	25.0%				
		1,409			\$3,844	\$2.73	1,320	80%	\$3,644	\$2.76	4.0%	2.1%	2.8%	-1.1%	-0.8%	-1.5%	108.5%	\$3,946	\$2.99	100.0%					
																						\$3,945	\$2.99		

¹ Price slope reflects the incremental change in price for a change in size.

Source: Leasing agent interview; Property website; Axiometrics; CoStar; others



1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

RE: Application for 40B Project Eligibility Letter for Villebridge Middleton

DEVELOPMENT TEAM

Developer:	Villebridge Real Estate Development
Counsel:	Smolak & Vaughan, LLP
Design Architect:	TAT – The Architectural Team, Inc.
Geotechnical & Environmental Engineer:	GZA GeoEnvironmental, Inc.
Civil Engineer:	H.W. Moore (a division of Hancock Survey Associates, Inc.)
Septic Engineer:	Hancock Survey Associates, Inc.
Survey:	Hancock Survey Associates, Inc.
Landscape Architect:	Hawk Design, Inc.
Traffic Engineer:	Vanasse & Associates, Inc.
Affordable Housing Compliance Consultant:	Maloney Properties, Inc.

SMOLAK & VAUGHAN
ATTORNEYS AT LAW

HANCOCK
ASSOCIATES

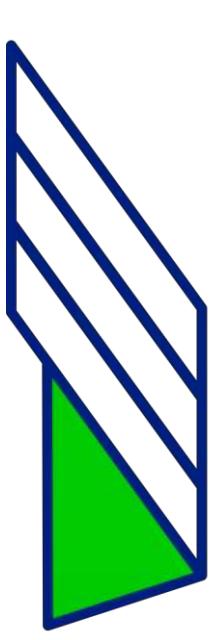


tat



Vanasse

Maloney
PROPERTIES



VILLEBRIDGE
Real Estate Development

Development Experience

presented to

MassHousing

Background: Broad Product Experience



Development	# of Apts.	Product Total Cost	Permit Type	Development Status	# of Apts.	Product Total Cost	Permit Type	Development Status	# of Apts.	Product Total Cost	Permit Type	Development Status	
1. Cohasset	220	Low-Rise 40B	SP	Stabilized	6. Quincy	395	Podium MR	SP	Stabilized	11. Framingham	270	Podium MR	SP
2. Assembly Row	195	Mixed-Use 40B	SP	Stabilized	7. Hingham Shipyard	190	Podium MR	40B	Stabilized	12. Marshfield	248	Low-Rise 40B	Stabilized
3. Somerville	250	Mixed-Use 40B	SP	Stabilized	8. Hopkinton	280	Low-Rise 40B	40B	Stabilized	13. Weston	180	Low-Rise 40B	Permitting
4. Natick	407	Mid-Rise 40B	SP	Stabilized	9. Needham	136	Podium MR	40B	Stabilized	14. Medford	380	Podium MR	40B
5. Marlborough	350	Mid-Rise 40B	SP	Stabilized	10. Medford	297	Mid-Rise 40B	SP	Stabilized	TOTAL	3,798	\$1.13 billion	Full Life Cycle

Publicly available development images copyright © by their respective owners. Project executed on behalf of former employers AvalonBay Communities and Mill Creek Residential

Sponsor Background



Greater Boston Experience

- 14 developments
- 3,800 apartments
- 100,000 sq. ft. of retail space
- \$1.1 billion total project cost

Villebridge

- Founded in 2020

Prior Experience

- Mill Creek Residential – Boston
 - Lead Partner
- AvalonBay Communities – Boston
 - Development Executive

Product Types

- Mixed-use (residential over retail)
- Podium
- Mid-rise (up to 11 stories)
- Garden low-rise (2 & 3 stories)

Education

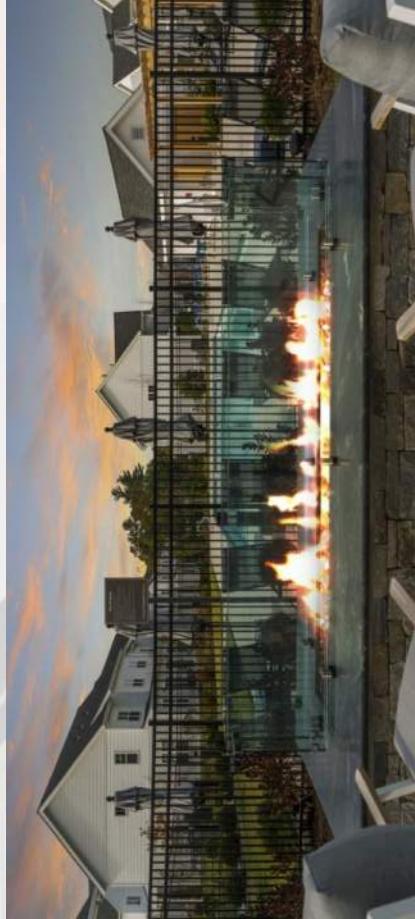
- Columbia Business School

40B EXPERIENCE

Marshfield

SUMMARY

- Apartments: 248
- Land, acres: 21
- Approval: 40B
- Completed: 2021
- On-Site Wastewater Treatment Plant (WWTP)



SERVICES

- Design
- Permitting
- Capitalization



Hopkinton



SUMMARY

- Apartments: 280
- Land, acres: 36
- Approval: 40B
- Completed: 2018
- On-Site Wastewater Treatment Plant (WWTP)

SERVICES

- Owner's Representation
- Disposition
- Reporting

Project executed on behalf of former employer: Mill Creek Residential

Cohasset

SUMMARY

- Apartments: 220
- Land, acres: 43
- Approval: 40B
- Completed: 2012
- On-Site Wastewater Treatment Plant (WWTP)



SERVICES

- Owner's Representation
- Reporting

Weston

SUMMARY

- Apartments: 180
- Land, acres: 61
- Approval: 40B
- Status: Pre-Con
- On-Site Wastewater Treatment Plant (WWTP)



SERVICES

- Design
- Permitting
- Capitalization

Project executed on behalf of former employer: Mill Creek Residential

Needham

SUMMARY

- Apartments: 136
- Land, acres: 6
- Approval: 40B
- Completed: 2019



SERVICES

- Owner's Representation
- Reporting
- Disposition

Project executed on behalf of former employer: AvalonBay Communities Inc.

Natick

SUMMARY

- Apartments: 407
- Land, acres: 5
- Approval: 40B
- Completed: 2012



SERVICES

- Amend Design
- Amend Permitting
- Owner's Representation

Hingham

SUMMARY

- Apartments: 190
- Land, acres: 4
- Approval: 40B
- Completed: 2018



SERVICES

- Design
- Permitting
- Reporting

Project executed on behalf of former employer: AvalonBay Communities Inc.

Contact Information

Phone: 617-418-3575

Email: Lars@Villebridge.com

Web Site: Villebridge.com

Mail: 1150 Great Plain Ave. # 920056
Needham, MA 02492

*More housing
improves everyone's opportunity
to live in a better home.*

*We develop more housing that
complements the neighborhood,
provides sensible amenities, and
is a great place to live.*

*We develop multifamily housing
throughout greater Boston.*



Certification and Acknowledgement

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.)

Question	Answer
Is there pending litigation with respect to any of the Applicant Entities ?	No
Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities ?	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?	No
Have any of the Applicant Entities ever been the subject of a felony indictment or conviction ?	No
During the last 10 years, have any of the Applicant Entities ever been party to a lawsuit involving fraud , gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy?	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?	No
Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements ?	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?	No

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

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

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

Signature:

Name: Lars Unhjem

Title: Manager

Date: 04/06/2023

ABOUT US



Maloney Properties, Inc. opened for business on May 1, 1981, to provide professional property management services to community-based housing owners who are committed to the interests and well-being of the resident population that the housing serves. Since then, Maloney Properties has emerged as a leading women-owned firm working in communities throughout New England.

Our executive staff works collaboratively with each client to achieve their goals while providing excellence in property and asset management. Our highly qualified team of professionals will work closely with you to understand your objectives and execute a plan to achieve them. In our long term relationships with our clients these goals have grown, changed and shifted over time. What has remained constant is our commitment and our standard for excellence.

Our work in the multifamily housing business is well known and respected. We pride ourselves on the ability to think creatively, create lasting partnerships, and bring excitement to both new and existing projects.

We are proud of our diverse of over 400 employees, 52% of whom are Asian, African-American, and Latino we are able to provide management services that reduce or eliminate cultural and linguistic barriers. Maloney Properties is a certified Women Business Enterprise (WBE). In addition, 20% of the company is minority-owned.

LEADERSHIP

Maloney Properties, Inc. is owned by five principals, Janet Frazier, Michael Frazier, Diana Kelly, Celeste Vezina and Kathy Luce all of whom have over thirty years of experience in the industry and play an active role in the company. The Managing Board of the firm includes four additional principals, Lynn Delidow, Mark Kelly, Sue Johnson and Joseph Salvia, who serve as regional managers and provide supervision and mentoring to emerging leaders.



JANET FRAZIER, President | Chief Executive Officer

Ms. Frazier is the President/CEO of Maloney Properties, Inc. and a founding partner of the firm. Ms. Frazier oversees the operation of the Management Company as well as thousands of units of housing including rental housing developments, condominiums and cooperatively owned properties. Ms. Frazier has served first as Chief Operating Officer in 1981, and then as President/CEO since 2000.

Ms. Frazier is a licensed real estate broker and a member of the Institute of Real Estate Management and the Greater Boston Real Estate Board.

Ms. Frazier serves on the Boards of Directors for the Franklin Square House Foundation and the Metro Housing Boston.



MARK KELLY, CPM, Vice President | Principal in Charge

Mr. Kelly is a Vice President and Regional Manager responsible for a large portfolio of market, mixed use and mixed income housing in Boston. He also has managed the turnaround of two large lodging facilities (a hotel and a hostel) which are currently included in his portfolio. Mr. Kelly serves on the Maloney Properties, Inc. Board of Directors.

Mr. Kelly specializes in marketing large mixed use properties and in repositioning poor performing properties. Mr. Kelly began his career in Property Management in 1990 with a firm acquiring, renovating, marketing and managing condos and their associations. He is a licensed Real Estate Broker.



LYNN M. DELIDOW, Regional Manager

Ms. Delidow currently oversees a large tax credit portfolio including family and elderly housing totaling over 1,300 units.

She holds a Master's in Social Work from Boston University. Ms. Delidow serves on the Maloney Properties, Inc. Board of Directors and Chairs the Employee Training and Development Committee.

Ms. Delidow has overseen multi-million-dollar rehabilitation programs, including those with extensive resident relocation. Her ability to work with managers,

contractors, architects, and others involved in facilities management has led to the successful on time completion of many rent up projects.

Ms. Delidow has successfully worked with our clients to serve residents living in urban settings in a variety of developments. These developments serve diverse resident populations, with multiple subsidy layers, and varied ownership structures. She is a dynamic leader who successfully oversees management teams that consistently exceed our clients' expectations.

The most recent developments added to Ms. Delidow's portfolio are those serving families, veterans and those with special needs. The commitment and attention given to the details, from the rent-up process, integration of resident programming, and hiring staff have led to the creation of cohesive, caring, and thriving communities.



DEBBIE PILTCH, Director of Compliance

Ms. Piltch joined Maloney Properties in 2002 and is a nationally recognized expert in Low Income Housing Tax credits, fair housing and housing operations. She provides a consistent source of program information for on-site and senior staff. She supervises the Compliance Department staff, who work closely with the state monitoring agencies during site audits and prepares all responses to the agencies. Ms. Piltch supervises the Section 504 Coordinator and is responsible to ensure that all requests for reasonable accommodations are handled appropriately.

Prior to joining the firm, Ms. Piltch operated her own consulting business that provided technical assistance and training to government and private entities on their rights and responsibilities in relation to civil rights and housing laws. She has a national reputation in the field of housing and disability discrimination law and is consistently sought after as a consultant by housing organizations and other management companies.

Ms. Piltch has worked extensively with the National Affordable Housing Management Association (NAHMA). She co-authored that organization's training program on occupancy issues, re-wrote its training program on fair housing issues, serves as a trainer for its members on the latter, and was awarded an Honorary NAHP by this organization for her contribution to the housing industry. Ms. Piltch has received numerous awards throughout the housing industry including the Spectrum Lifetime Achievement Award.

Ms. Piltch is a member of the Massachusetts Bar Association.



JONATHAN DIFFENBACH, Affordable Housing Sales & Leasing Director

Mr. Diffenbach joined Maloney Properties in 2008 and currently manages the Brokerage Division. Mr. Diffenbach has an extensive background in real estate marketing, sales and rental programs and is an expert on the BPDA and DND Affordable Housing Programs. He has successfully worked with developers for over 12 years on affordable housing lotteries.



MICHELLE PRUNIER, Assistant Director of Compliance

Ms. Prunier has over 20 years of experience in the property management industry. In that time, she has served as a Property Manager, Asset Manager for MassHousing's HUD PBCA contract, and for the past 15 years as the Assistant Director of Compliance for Maloney Properties, Inc. In her capacity as Assistant Director of Compliance, Ms. Prunier is responsible for the evaluation and monitoring of properties to assure compliance with applicable affordable housing programs.

Ms. Prunier has an extensive knowledge of HUD regulations inclusive of HUD's Handbooks and Notices, LIHTC regulations inclusive of Section 42 of the Internal Revenue Code and State Agency procedural manuals, as well as HUD, LIHTC, MassHousing and MA DHCD compliance. She also keeps current on all changes in national and regional affordable housing directive systems, including regulations, and works closely with the Director of Compliance to develop and implement necessary updates to program-specific policies and procedures. Ms. Prunier assists in the distribution of this information to all staff. In addition, Ms. Prunier actively provides consulting services to Owners and Agents on compliance matters on behalf of Maloney Properties, Inc.

Ms. Prunier is certified by Spectrum and holds the C10P designation. She is also a certified Executive Level National Affordable Housing Professional (NAHP-e) by the National Affordable Housing Management Association (NAHMA), where she is an active member on the Education and Training Committee and represents Maloney Properties, Inc. as an Executive Member. In addition, she has received the Registered Housing Manager (RHM) designation through the National Center of Housing Management (NCHM).



JOHN COSTELLO, Affordable Housing Manager

Mr. Costello joined MPI in 2013 in our property management division. He worked closely with the BPDA, DND and City of Boston Fair Housing Commission in mastering the complex affordable housing lease up process. Mr. Costello has a proven ability to successfully lease up developments within a stringent timeline that result in success. He has overseen several hundred affordable housing rental and for sales lease ups.

Mr. Costello has developed an excellent reputation for his diligence and careful oversight and adherence to various subsidy and affordable housing restrictions with the City of Boston and state agencies.

Mr. Costello is a Licensed Real Estate Agent with the Greater Boston Real Estate Board.

SERVICES & EXPERTISE

REGULATORY COMPLIANCE



Maloney Properties, Inc. (MPI) has extensive experience working with federally and state financed housing. The firm has more than 37 years' experience working with HUD and the Section 8 Program, Section 202, Section 223f as well as the Section 8 voucher program. In addition to working with HUD, MPI has extensive experience working with state agencies, investors and funders. A number of the properties in our portfolio receive the benefit of the Low Income Housing Tax Credit program (LIHTC). As a result, we are well-versed in implementing and maintaining compliance with the LIHTC program to ensure full compliance and eligibility.

We currently manage more than 5,000 units participating in the Low Income Housing Tax Credit program. On an annual basis, we attend training workshops on the mechanics of the program and comply with the regulations, which govern it.

Maloney Properties takes great pride in the reputation we have developed within the industry as having the highest compliance standards. Our in-house compliance team is an integral part of our management package and is incorporated into every part of the regulatory management of our communities. The compliance team reviews every move-in file, provides on-site support and file review prior to regulatory inspections and conducts intensive training for all staff members on topics such as; tax credit compliance, fair housing, EIV, HUD 4350.3, reasonable accommodations, and WISP (security of personal information).

Our compliance department is frequently hired by other management firms, and housing authorities to provide expertise and consultation around compliance and marketing programs.



INFORMATION TECHNOLOGY

Under the direction of Matt Rodriguez, the Information Technology Department at Maloney Properties, Inc. (MPI) is committed to pursuing, installing, and maintaining a system of competitive and innovative technological intelligence. The IT team provides extensive expertise and technical services to the management portfolio at MPI, acting at the forefront of innovation to install reliable and safe operating procedures as well as to pursue advances in software and hardware technology.

Currently, MPI's management team conducts its operations with the help of Yardi Voyager, a fully integrated web-based property management system that streamlines several of the processes integral to the daily functioning of sites, including unit and project-based subsidies, low income housing tax credits, market rate and commercial properties, and other processes such as Waitlist and Maintenance Management. When investigating potential new software and systems, IT works to ensure that they are reliable, accurate and cost-effective. Some examples of such recent innovations include check, document and invoice scanning, and handheld devices for maintenance workers.



AS A FULL SERVICE REAL ESTATE COMPANY, MPI PROVIDES A BROAD SPECTRUM OF SERVICES INCLUDING BUT NOT LIMITED TO TRAINING, MARKETING & LEASING, TAX CREDIT CERTIFICATION, ON-GOING COMPLIANCE & FULL SERVICE PROPERTY MANAGEMENT. BELOW IS A COMPLETE LIST OF OUR PORTFOLIO WHERE WE PROVIDE THESE SERVICES.

Development Name	Total Units	Programs Used
1060 Belmont Street Watertown, MA	18	Tax Credit/ Project Based Section 8/ CBH
11 on the Dot South Boston, MA	4	BPDA Inclusionary Zoning
150 West Broadway South Boston, MA	2	BPDA Inclusionary Zoning
22 Liberty Seaport Boston, MA	2	BPDA Inclusionary Zoning
22 Liberty Fan Pier Condos * Boston, MA	2	BPDA Inclusionary Zoning
245 Sumner Street East Boston, MA	5	BPDA Inclusionary Zoning
26 West Broadway South Boston, MA	4	BPDA Inclusionary Zoning
26 West Broadway * Boston, MA	4	BPDA Inclusionary Zoning
285 Columbus Boston, MA	8	BPDA Inclusionary Zoning
31 Orleans Street East Boston, MA	2	BPDA Inclusionary Zoning
320 Maverick Street East Boston, MA	4	BPDA Inclusionary Zoning
3383 Washington Street Jamaica Plain, MA	3	BPDA Inclusionary Zoning
360 Newbury Boston, MA	5	BPDA Inclusionary Zoning

Development Name	Total Units	Programs Used
39 A Street South Boston, MA	4	BPDA Inclusionary Zoning
40 Berkeley Boston, MA	200	Mobile Section 8 vouchers
45 Port South Boston, MA	6	BPDA Inclusionary Zoning
450 Cambridge Street Allston, MA	5	BPDA Inclusionary Zoning
488 Dorchester Ave South Boston, MA	4	BPDA Inclusionary Zoning
50 Liberty Boston, MA	4	BPDA Inclusionary Zoning
5-11 Woodworth Street Dorchester, MA	1	BPDA Inclusionary Zoning
555 Dudley Street Dorchester, MA	9	Mobile Section 8 vouchers
66 Hudson at One Greenway Boston, MA	95	Tax Credit / Section 8 Vouchers
70 Bremen Street East Boston, MA	5	BPDA Inclusionary Zoning
728 East Broadway South Boston, MA	2	BPDA Inclusionary Zoning
8 Banton Street Dorchester, MA	2	BPDA Inclusionary Zoning
88 Hudson Street Boston, MA	51	DND / DHCD / MassHousing
9 May Street Worcester, MA	46	Tax Credit / HSF / Section 8 / RCAP
99 Tremont Street Allston, MA	8	BPDA Inclusionary Zoning
Aberdeen Allston, MA	5	BPDA Inclusionary Zoning
Acre High School Lowell, MA	22	Tax Credit / MHIC

Development Name	Total Units	Programs Used
Acre Triangle Lowell, MA	10	Section 8 vouchers
Agora Market Street LLC Cambridge, MA	16	Tax Credit
Allele Condominiums * South Boston, MA	4	BPDA Inclusionary Zoning
Amesbury Gardens Lawrence, MA	160	Section 8 / Section 236
Armory Apartments Worcester, MA	4	HUD, DHCD, LIHTC, NSP, DND, MRC, MHP, CBH, RCAP
Armory Condos * Charlestown, MA	6	BPDA Inclusionary Zoning
Arya South Boston, MA	4	BPDA Inclusionary Zoning
Ashford Street Lodging House Allston, MA	12	Project Based Section 8 / Tax Credit
Audubon Park Boston, MA	2	BPDA Inclusionary Zoning
Austin Corridor Worcester, MA	20	Tax Credit
Back Bay Bryant Boston, MA	2	BPDA Inclusionary Zoning
Belgrade Place * West Roxbury, MA	5	BPDA Inclusionary Zoning
Bethany Hill School Apartments Framingham, MA	42	Section 8 / SMOC Credit
Bixby Road 19, LLC Spencer, MA	42	Tax Credit / PB Section 8 Voucher
Brian J. Honan Apartments Allston, MA	50	Section 8 / Tax Credit / HOME
Brighton Allston Apartments Brighton, MA	62	Section 8 / Tax Credit / HOME
Capernaum Place Lawrence, MA	20	McKinney / Lawrence HOME / Tax Credit / AHTF / MHIC

Development Name	Total Units	Programs Used
Carol Avenue Cooperative Allston, MA	33	MRVP/ HOME
Carriage Place Apartments Lowell, MA	24	Tax Credit / HOME
Casas Borinquen Apartments Boston, MA	36	Section 8
Central Boston Elder Services Roxbury, MA	57	Section 8 / Tax Credit / HOME / CDBG / NEF / AHT
Ceylon Field Apartments Dorchester, MA	62	Tax Credit / Section 8 / HOME
Charlame Park Homes Roxbury, MA	92	HUD / Section 8
Charlesbank Apartments Boston, MA	276	N/A
Chinagate Apartments Boston, MA	15	Section 8
Clocktower Harrisville, RI	47	Section 8 / Section 236 / BHRI / AHP
Cochituate Homes Framingham, MA	161	Section 8 / Section 236
Columbia Road Apartments Dorchester, MA	134	Tax Credit / Section 8 / Section 221(d)3
CommGlen LLC Allston, MA	235	Section 8 / Section 236
Community Condo Corp. Allston, MA	9	Section 8
Conifer Hill Commons Phase I & II Danvers, MA	90	Section 8/ HOME/ HSF/ Tax Credit
Dover Lofts Boston, MA	2	BPDA Inclusionary Zoning
Dudley Village North Dorchester, MA	24	Tax Credit / MHIC
Dudley Village South Dorchester, MA	26	Tax Credit

Development Name	Total Units	Programs Used
Edison on First South Boston, MA	4	BPDA Inclusionary Zoning
Edward Sullivan Condos South Boston, MA	5	BPDA Inclusionary Zoning
Feldman Seaside Apartments * Winthrop, MA	40	Tax Credit / PB Section 8 Voucher
Fenno House Quincy, MA	190	Section 8 / Section 236
Fort Street Quincy, MA	34	Tax Credit / Section 8 administer by MBHP / Mixed Income / MHIC
FP3 Boston, MA	8	BPDA Inclusionary Zoning
Franklin Highlands Apartments Dorchester, MA	270	Section 8 / Tax Credit
Freedom Village West Boylston, MA	26	Section 8 / HOME / Tax Credit
Gatehouse 75 * Charlestown, MA	13	Inclusionary Zoning
Geneva Elderly Apartments Dorchester, MA	45	HUD PRAC 202
Gile Hill Hanover, NH	120	Tax Credit
Gorham Street Apartments Lowell, MA	24	Tax Credit
Hano Homes Allston, MA	20	Tax Credit / MRVP / HOME / MHIC
HAP Housing, Inc. * Easthampton, MA	38	Tax Credit
Heritage Apartments East Boston, MA	301	Public Housing / Section 8
Hickory Place* Rutland, MA	60	Tax Credit

Development Name	Total Units	Programs Used
Highgate Apartments Barre, VT	120	Tax Credit / Section 8
Holyoke Farms Holyoke, MA	225	Tax Credit / Section 8 Mobile Vouchers
Hyde Square Commons Jamaica Plain, MA	1	BPDA Inclusionary Zoning
Interfaith Apartments Boston, MA	69	Tax Credit / Section 8
JAS Properties - Close Building Cambridge, MA	61	Section 8
JAS Properties - Linwood Court Cambridge, MA	45	13A / MRVP / Section 8
JAS Scattered Site Properties Cambridge, MA	151	HAP / Section 8 (Cambridge Housing Authority) / HUD HOME / Tax Credit / CAHT / CDBG / HSF
Kateri Tekakwitha Auburn, MA	30	HUD PRAC 202
Lafayette Lofts Boston, MA	3	BPDA Inclusionary Zoning
Lancaster Brighton, MA	18	DND
Lancaster Condominiums Boston, MA	18	BPDA Inclusionary Zoning
Liberty Square Lowell, MA	33	Tax Credit / HOME
Lofts at Atlantic Wharf Boston, MA	5	BPDA Inclusionary Zoning
Long Glen Rental II Allston, MA	34	Tax Credit / HOME
Long-Glen Rental I Allston, MA	59	Tax Credit / HOME / MHIC
Lumen Charlestown, MA	4	BPDA Inclusionary Zoning
Mandarin Oriental* Boston, MA	10	BPDA Inclusionary Zoning

Development Name	Total Units	Programs Used
Marion Village Estates Marion, MA 02738	60	Tax Credit / Section 8 / PBV/ HSF / HOME / AHT
Marshfield Commons North Smithfield, RI	38	Tax Credit / NOP/ AHP/BHRI
Mattapan Center For Life Mattapan, MA	45	HUD PRAC 202
McBride House Boston, MA	17	HUD PRAC 811
Merrimack Street Apartments Lowell, MA	18	Tax Credit
Methunion Manor Cooperative Boston, MA	150	Section 8
Monsignor Neagle Apts. Malden, MA	76	HUD PRAC 202
Moody Street Lowell, MA	4	N/A
Morville House Boston, MA	175	Tax Credit / Section 8 / Section 236
Mount Carmel Apartments Worcester, MA	75	Section 202 / Section 8
Musterfield Place* Framingham, MA	120	LIHTC
Nassau Gardens Cooperative* Norwood, MA	204	Section 236/Cooperative
National Development * Wellesley, MA	103	LIHTC 103
Neponset Field Mattapan, MA	30	HUD PRAC 202/ Section 8
New North Canal, LLC Lowell, MA	265	Tax Credit / Section 8
New Northgate Burlington, VT	336	Tax Credit / Section 8
Northbrook Village Berlin, MA	40	Section 202 / Section 8

Development Name	Total Units	Programs Used
Oak Terrace Boston, MA	88	Tax Credit / Section 8
Olmsted Green Mattapan, MA	22	DND
One Gurney Street Roxbury, MA	40	Tax Credit
Parson Village* Easthampton, MA	38	Tax Credit
Pawtucket CFDC Pawtucket, RI	254	Tax Credit / HOME / NOP
Penniman on the Park Allston, MA	6	BPDA Inclusionary Zoning
Penny Savings Bank Boston, MA	2	BPDA Inclusionary Zoning
Pine Meadow Apartments Middlebury, VT	30	Tax Credit / Section 8
Portside at East Pier East Boston, MA	43	BPDA Inclusionary Zoning
Presidential Gardens Bradford, MA	200	Section 8
Project Place Boston, MA	14	McKinney / MRVP / HOME / HIF / AHTF
Residencia Betances Boston, MA	11	Section 8
Riley House Hyde Park, MA	40	HUD PRAC 202
Robert L. Fortes House Boston, MA	44	Tax Credit / Section 8
Rockland Street Roxbury, MA	40	HUD PRAC 202 / Section 8
Rollins Square Condominium Boston, MA	184	Tax Credit / Section 8 / BHA / HOME
Rose Hill Manor Billerica, MA	41	HUD PRAC 202

Development Name	Total Units	Programs Used
Roxbury Crossing Senior Building Roxbury, MA	40	HUD PRAC 202 / HOME
Rutherford Landing Charlestown, MA	2	BPDA Inclusionary Zoning
Skyline Apartments Braintree, MA	240	MRVP / BHA
South End Apartments Boston, MA	28	Tax Credit/Section 8
Southgate Apartments Worcester, MA	25	Tax Credit / Section 8 / HOME
St. Cecilia's House Boston, MA	123	HUD PRAC 202
St. Francis House * Boston, MA	56	Section 8
St. Helena's House Boston, MA	75	HUD PRAC 202 / Section 8
St. Joseph Hall Watertown, MA	25	Tax Credit/ Project Based Section 8/ CBH
St. Joseph's Apartments Lowell, MA	15	HUD PRAC 202
St. Mary's Apartments, Inc. Waltham, MA	70	HUD PRAC 202
St. Mary's Plaza Lynn, MA	99	HUD PRAC 202
St. Theresa House Lynn, MA	32	HUD PRAC 202
Starboard Charlestown, MA	11	BPDA Inclusionary Zoning
Strada 234 Boston, MA	20	BPDA Inclusionary Zoning
Strada 234 * Boston, MA	20	BPDA Inclusionary Zoning
Sunset Lofts Mission Hill, MA	7	BPDA Inclusionary Zoning

Development Name	Total Units	Programs Used
Symphony Court Boston, MA	2	BPDA Inclusionary Zoning
Telford 180 Allston, MA	5	BPDA Inclusionary Zoning
Tent City Apartments Boston, MA	269	MRVP / Section 8 Vouchers
The Boulevard Boston, MA	5	BPDA Inclusionary Zoning
The Carillon Boston, MA	2	BPDA Inclusionary Zoning
The Radius Brighton, MA	17	BPDA Inclusionary Zoning
The Victor Boston, MA	11	BPDA Inclusionary Zoning
Thread Hyde Park, MA	4	BPDA Inclusionary Zoning
Tilia Jamaica Plain, MA	3	BPDA Inclusionary Zoning
Trac 75 Allston, MA	11	BPDA Inclusionary Zoning
Tremont Village Boston, MA	20	Tax Credit
Triangle Rental Apartments Lowell, MA	26	Tax Credit / Section 8 / HOME
Unity Place Lowell, MA	23	HOME / Tax Credit
Upham's Corner Apartments Dorchester, MA	36	Section 8 / Tax Credit / HOME
Upsala Street Elder Apts. Worcester, MA	50	HUD PRAC 202
Victoria Apartments Boston, MA	190	Section 8 / Tax Credit / HOME
Viridian* Fenway, MA	38	BPDA Inclusionary Zoning

Development Name	Total Units	Programs Used
Viviendas Apartments Boston, MA	181	Section 8 / Tax Credit / HOME
Walter Huntington Apartments Mission Hill, MA	5	BPDA Inclusionary Zoning
Warren Avenue Apartments Boston, MA	30	Tax Credit / Section 8 / Section 236 / HOME
Warren Green Charlestown, MA	2	BPDA Inclusionary Zoning
Waterstone at the Circle Brighton, MA	12	BPDA Inclusionary Zoning
Waverley Woods / Affirmative Investments Belmont, MA	40	Tax Credit
Welcome Home Apartments Haverhill, MA	27	Tax Credit
West End Place Boston, MA	183	Tax Credit / Section 8 / HOME
Wilder Gardens Dorchester, MA	61	Tax Credit / Section 8 / HOME
Winter Gardens Quincy, MA	24	Section 8/ HOME/ Tax Credit
Woonsocket / A Prospering Community Woonsocket, RI	43	Tax Credit / Neighborhood Opportunities Program (NOP)
Woonsocket / Building the Dream Woonsocket, RI	19	Tax Credit / Neighborhood Opportunities Program (NOP)/ PSH
Woonsocket / Reclaiming the Vision Woonsocket, RI	44	Tax Credit
Woonsocket / Securing the Future Community Woonsocket, RI	46	Tax Credit
YWCA/Clarendon Residences Boston, MA	129	HOME/ CEDAC / HIF / CDBG / McKinney Funds
YWCA/Hotel 140 Boston, MA	55	N/A



1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

April 6, 2023

Kosta E. Prentakis, Chair
Select Board
Town of Middleton
48 South Main Street
Middleton, MA 01949

RE: Copy of Application for 40B Project Eligibility Letter for Villebridge Middleton

Dear Chair Prentakis and Other Members of the Board:

This letter is to inform you that on April 6, 2023 an application for a 40B Project Eligibility Letter was submitted to MassHousing for Villebridge Middleton, a 60-unit rental proposal located at 10 Boston Street, a portion of 49 South Main Street, and a portion of 18 Boston Street in Middleton, Massachusetts.

Included with this letter is a USB thumb drive containing all the materials submitted to MassHousing via its online application.

Thank you.

Sincerely,


Authorized Representative:
Lars Unhjem, Manager
Villebridge Acquisitions LLC

Email copy to: Jackie Bresnahan, Middleton Interim Town Administrator
Jessica Malcolm, MassHousing
Kat Miller, MassHousing
John Smolak, Smolak & Vaughan

ORIGIN ID:PMXA (617) 418-3575
LARS UNHJEM ACTWGT:
VILLEBRIDGE DEVELOPMENT CAD: 30860009/INET4582
1150 GREAT PLAIN AVE # 920B6
NEEDHAM, MA 02492
UNITED STATES US

SHIP DATE: 06APR23
ACTWGT:
CAD: 30860009/INET4582
BILL CREDIT CARD

TO KOSTA E. PRENTAKIS

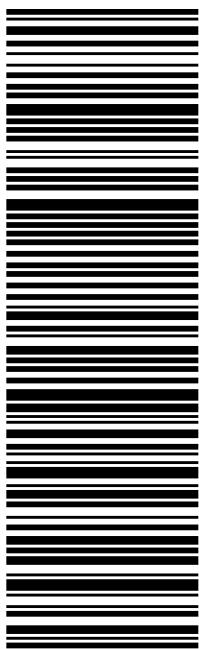
SELECT BOARD, TOWN OF MIDDLETON
48 SOUTH MAIN STREET

581J3/78CF/FE2D

MIDDLETON MA 01949
(978) 777-3617
REF: _____
NW: _____
PO: _____
DEPT: _____



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1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

April 6, 2023

Ms. Jennifer D. Maddox, Undersecretary
MA Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Notice of Application for 40B Project Eligibility Letter for Villebridge Middleton

Dear Ms. Maddox:

This letter is to inform you that on April 6, 2023 an application for a 40B Project Eligibility Letter was submitted to MassHousing for Villebridge Middleton, a 60-unit rental proposal located at 10 Boston Street, a portion of 49 South Main Street, and a portion of 18 Boston Street in Middleton, Massachusetts.

Thank you.

Sincerely,


Authorized Representative:
Lars Unhjem, Manager
Villebridge Acquisitions LLC

Email copy to: Phil DeMartino, DHCD
Jessica Malcolm, MassHousing
Kat Miller, MassHousing
Kosta Prentakis, Chair, Middleton Select Board
Jackie Bresnahan, Middleton Interim Town Administrator
John Smolak, Smolak & Vaughan

ORIGIN ID:PMXA (617) 418-3575
LARS UNHJEM ACTWGT:
VILLEBRIDGE DEVELOPMENT CAD: 30860009/INET4582
1150 GREAT PLAIN AVE # 920B6
NEEDHAM, MA 02492
UNITED STATES US

SHIP DATE: 06APR23
ACTWGT:
CAD: 30860009/INET4582
BILL CREDIT CARD

TO **MS. JENNIFER D. MADDOX**

MA DEPT. OF HOUSING & COMMUNITY DEV
100 CAMBRIDGE ST., STE 300

BOSTON MA 02114

(617) 573-1100

INV:

PO:

REF:

DEPT:

581J3/78CF/FE2D



TRK#

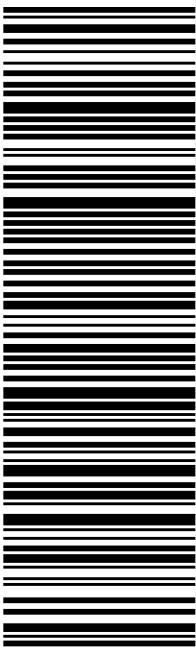
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Lars Unhjem

From: Katherine Miller <KMiller@masshousing.com>
Sent: Wednesday, April 5, 2023 1:51 PM
To: Lars Unhjem
Subject: RE: Wire

Hi Lars – confirming receipt of the wired application fee. Thank you!

From: Lars Unhjem <lars@villebridge.com>
Sent: Wednesday, April 5, 2023 11:09 AM
To: Katherine Miller <KMiller@masshousing.com>
Subject: Wire

Hi Kat,

The wire has been ordered. Please find the reference information in the attached.

Please confirm receipt when you receive the wire.

I expect to submit the application tomorrow.

Lars

Lars Unhjem
VILLE BRIDGE
617-418-3575
lars@villebridge.com
1150 Great Plain Avenue # 920056
Needham, Massachusetts 02492

Wire Transfer of Funds Notice

1063 Great Plain Avenue
Needham MA 02492
Wire Transfer Room (781) 474-5812

Outgoing Domestic Wire
Deposit Account
XXXXXXXXXXXXXXXXXXXX

VILLEBRIDGE DEVELOPMENT LLC
C/O KEVIN RENNA, GOULSTON + STORRS PC
400 ATLANTIC AVE
BOSTON, MA 02110

Processing Date: 4/05/2023

The Following Information Was Sent For: Regular Transfer of Funds

Originator: ID#: XXXXXXXXXXXXXXXXXX	Wire Amount: \$7,803.00
Villebridge Development LLC C/O Kevin Renna, Goulston + Storrs PC 400 Atlantic Ave Boston, MA 02110-0000	Wire Fee: \$25.00
	Total: \$7,828.00
Beneficiary: ID#: XXXXXXXXXXXXXXXXXX	Wire Charged To: XXXXXXXXXXXXXXXXXX
Mass Housing One Beacon St Boston, MA 02108	Fees Charged To: XXXXXXXXXXXXXXXXXX

IMAD: 20230405MMQFMPQR000027

Additional Wire Information:

Reference: 20230405000056 Originator to Ben: REF: 40B Site Approval Fee, Villebridge Middleton, Middleton, Planning programs dept. Bank to Bank: Purpose: Project eligibility letter Receiving Bank: **XXXXXXXXXXXXXX BANK OF AMERICA, N.A., NY** Branch: 2

Dear Valued Customer:

Above is information presented to the Federal Reserve Bank by Needham Bank regarding a wire transfer that has been posted to your account. Should you have any questions regarding this wire transfer, please contact Wire Transfer Room at 1-781-474-5812. Thank you.

Wire Transfer of Funds Notice

1063 Great Plain Avenue
Needham MA 02492
Wire Transfer Room (781) 474-5812

Outgoing Domestic Wire
Deposit Account
XXXXXXXXXXXXXX [REDACTED]

Wire Transfer Terms and Conditions**Page 2**

1. The wire transfer will be accepted by Needham Bank only if the customer has sufficient collected funds in their deposit account with Needham Bank, or sufficient credit available with Needham Bank to pay the amount of the wire transfer and any fees charged by Needham Bank in connection therewith.
2. The Wire Transfer Fees are listed on Needham Bank's Schedule of Charges and may change without notice.
3. Needham Bank may not process any wires received after 4:00pm ET.
4. Consumer or Business International wire transfer requests in foreign currencies that are received after 4:00pm ET each business day, will be processed on the following business day. Business International wire transfer requests in USD that are received after 4:00pm ET will be processed the next business day. Beneficiary may receive less funds as wire fees are independent of other bank charges.
5. US Dollar wires sent internationally at face value (conversion rate of 1.0 %) to a foreign bank will be subject to a conversion to local currency upon arrival and prevailing rates by the beneficiary bank and ultimately the beneficiary.
6. Needham Bank shall require the customer to identify themselves by a method acceptable by the bank. Such identification shall also be required of any individual acting on behalf of the organization. The customer acknowledges that the chosen security procedure is commercially reasonable.
7. The customer is responsible for the accuracy of the information on the wire transfer form as indicated by his or her approval. Needham Bank shall not be liable for any errors committed by the customer, other banks involved or other service providers, which could cause the wire to be delayed or returned and/or incur additional costs. Needham Bank has no obligation to verify any information given to it by the customer.
8. Needham Bank, in its sole discretion, may refuse your request for a wire transfer, such as going to a foreign country in violation of United States law. The Bank may also reject any transfer request it receives from a customer for any or no reason (including but not limited to suspicion that the request might be unauthorized or in violation of law or the rights of others).
9. The Bank shall not be liable for any damages or any other consequences for any refusal to honor any instruction for a wire transfer of funds or related act if the Bank in good faith is unable to satisfy itself that the instruction was given by an authorized agent of customer. Nothing herein shall obligate the Bank to make any wire transfer prohibited by law.
10. The Bank will not be liable to customer for any failure to perform properly the Bank's duties hereunder if such failure is the result of circumstances beyond the Bank's control.
11. If Needham Bank becomes obligated to you for a Bank error, the Bank will remedy the error, in good faith, in accordance with the provisions of Article 4A of the Uniform Commercial Code.
12. You warrant and represent that your performance of these Terms and Conditions has been duly authorized and is your binding obligation.
13. You agree that all matters relating to this wire transfer shall be governed by the laws of the State of Massachusetts, including without limitation, Uniform Commercial Code Article-4A, and the federal laws of the USA, without regard to any State's conflicts of law principles.

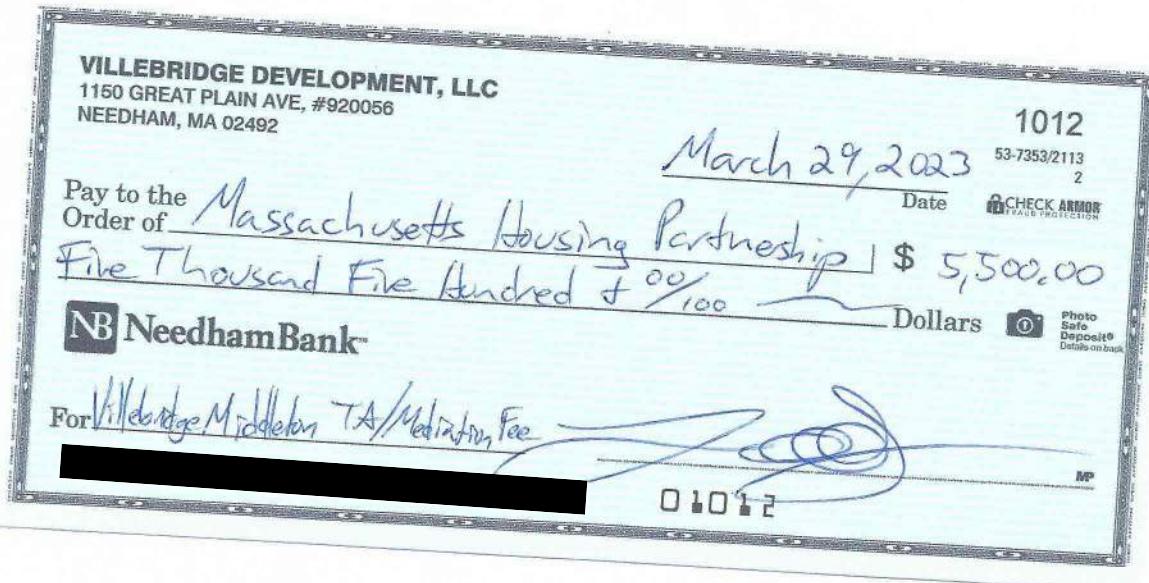
PAYMENT OF TOTAL TECHNICAL ASSISTANCE / MEDIATION AND UNIT FEE

Please complete this form and mail it, along with your check for the Total Technical Assistance / Mediation and Unit Fee made payable to Massachusetts Housing Partnership, to the address below.

MHP FUND
PO Box 845437
Boston, MA 02284-5437

Attn: Katie Bosse

- Name of applicant: VILLEBRIDGE ACQUISITIONS LLC
10 BOSTON ST., A PORTION OF 49 S. MAIN ST., AND A
PORTION OF 18 BOSTON ST., MIDDLETON, MA 01949
- Name of project: VILLEBRIDGE MIDDLETON
- Number of units: 60
- Number of acres of site: 3
- Rental or Homeownership: RENTAL



Application for Chapter 40B Project Eligibility / Site Approval

for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Section 7: NOTIFICATION AND FEES

Notices

Event	Date
-------	------

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

Date of Pre-Application Meeting with MassHousing:

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

Date notice of application sent to DHCD:

Fees

All fees **that are payable to MassHousing** should be sent via ACH/Wire Transfer. Please contact MassHousing for the ACH/Wire Transfer instructions.

Fees payable to the Massachusetts Housing Partnership should be sent directly to MHP with the [MHP Cover Letter](#).

Fee	Amount	Description
MassHousing Application Processing Fee:	\$7,803	<i>payable to MassHousing</i>
Chapter 40B Technical Assistance/Mediation Fee:	\$2,500	<i>(Limited Dividend Sponsor \$2,500, Non-Profit or Public Agency Sponsor \$1,000)</i>
Unit Fee:	\$3,000	<i>(\$50 per Unit)</i>
Total TA/Mediation and Unit Fee:	\$5,500	<i>(Payable to Massachusetts Housing Partnership)</i>

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

ORIGIN ID:PMXA (617) 418-3575
LARS UNHJEM ACTWNGT:
VILLEBRIDGE DEVELOPMENT CAD: 30860009/INET4582
1150 GREAT PLAIN AVE # 920B6
NEEDHAM, MA 02492
UNITED STATES

SHIP DATE: 06APR23
ACTWNGT:
CAD: 30860009/INET4582
BILL CREDIT CARD

TO MHP FUND
MHP FUND
PO BOX 845437

BOSTON MA 02284

(617) 330-9955 REF:
INV: _____
PO: _____

DEPT: _____

581J3/78CF/FE2D



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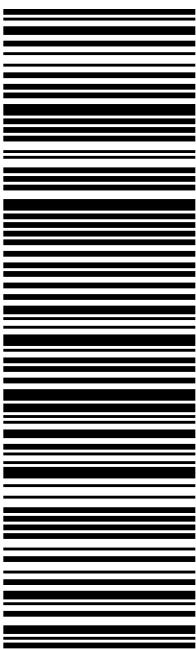
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MassHousing Project Eligibility / Site Approval Letter



Massachusetts Housing Finance Agency
One Beacon Street Boston, MA 02108

Tel: 617-854-1000 Relay 711
Fax: 617-854-1091 www.masshousing.com

July 24, 2023

Villebridge Acquisitions LLC
1150 Great Plan Ave #920056
Needham, MA
Attention: Lars Unhjem

**Re: Villebridge Middleton
Project Eligibility/Site Approval
MassHousing ID No. 1180**

Dear Mr. Unhjem:

This letter is in response to your application as “Applicant” for a determination of Project Eligibility (“Site Approval”) pursuant to Massachusetts General Laws Chapter 40B (“Chapter 40B”), 760 CMR 56.00 (the “Regulations”) and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development (“DHCD”) (the “Guidelines” and, collectively with Chapter 40B and the Regulations, the “Comprehensive Permit Rules”), under the New England Fund (“NEF”) Program (“the Program”) of the Federal Home Loan Bank of Boston (“FHLBank Boston”).

Villebridge Acquisitions LLC (the “Applicant”) has submitted an application with MassHousing pursuant to Chapter 40B. You have proposed to build sixty (60) units of rental housing (the “Project”) on approximately 3.05 acres of land located at 10 Boston Street (the “Site”) in Middleton (the “Municipality”).

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, “Housing Programs In Which Funding Is Provided By Other Than A State Agency.”

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.

Municipal Comments

Pursuant to the Regulations, the Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. At the request of the Municipality, this time was extended an additional 30 days, and an additional 7 days thereafter. The Middleton Select Board submitted a letter dated June 15, 2023 identifying comments and concerns about the impact of the proposed Project on the neighborhood and town. Additional comments were received from Town department staff. In summary, the Municipality expressed that while the diversification of housing options, particularly affordable rental housing options, is needed, more planning and peer review will

be required for the Town to effectively consider the proposed Project. The following comments and concerns were identified by the Municipality:

- The Municipality is concerned about traffic impacts at the Boston Street/Route 114 intersection and requests additional information to assess capacity and the potential need for improvements, including for pedestrian and bicycle infrastructure.
- The Municipality is concerned about the availability of adequate water supply for the proposed Project and notes that the Applicant will need to plan for compliance with the Water Use Mitigation Program.
- The Municipality is concerned about the impact of proposed Project's septic system on nearby water resources in town, and requests information on how the septic system will operate at sufficient capacity and protect the quality of downstream water resources.
- The Municipality is concerned about stormwater management and requests additional information on how the proposed Project will manage potential flows.
- The Municipality expressed concerns about fire department access to all areas of the building, noting that the current site layout appears to limit 360-degree access to the building and effective deployment of fire apparatus.
- The Municipality expressed the opinion that the proposed architectural design of the building is incompatible with surrounding structures and requests a building design and materials that are more consistent with current structures in the neighborhood, noting Memorial Hall, Middleton Green, and Flint Public Library as examples.
- The Municipality is concerned about the impacts of light and noise from the development onto neighboring properties, requesting proper sound attenuation for mechanical equipment, and encouraging measures to reduce single-vehicle trips including bicycle accommodations, car sharing services, and shuttle facilities.
- The Municipality is concerned about the cumulative impacts of the Applicant's proposed adjacent commercial development, particularly as it relates to traffic, circulation, wastewater and stormwater, and requests that planning and mitigation for development on the Site takes into consideration the anticipated impacts of development on the adjacent parcel as well.

Community Comments

In addition to comments submitted by the Municipality, 21 letters were received from area residents expressing comments and concerns regarding the proposed Project. In general, letters from the community opposed the proposed Project. Traffic impacts and water resource issues were the primary concerns noted. Additional concerns for the scale and look of the proposed Project were also expressed. While some letters completely opposed multifamily residential development on the Site, others appeared open to alternative development plans or a downsized project. One letter expressed an interest in deeper affordability at 50% AMI for the proposed affordable housing.

MassHousing Determination and Recommendation

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval.¹ As a result of our review, we have made the findings as required pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals (“ZBA”) for a comprehensive permit. At that time local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing’s site and design review, and considering feedback received from the Municipality, the following issues should be addressed in the application to the ZBA, and the Applicant should be prepared to explore them more fully during the public hearing process:

- Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use related to building construction, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project.
- The Applicant should be prepared to provide sufficient data to assess the proposed Project’s potential traffic impacts on area intersections and respond to reasonable requests for mitigation.
- The Applicant should be prepared to provide detailed information to address concerns related to water supply in connection with the proposed use.
- The Applicant should be prepared to provide detailed information regarding the management of wastewater on-site, including how the proposed septic system is being designed to protect water resources of concern to the Town.
- The Applicant should continue to engage with the Municipality and Middleton Fire Department to review the plans and address public safety concerns, particularly those pertaining to access of fire apparatus and other emergency vehicles to the building.
- The Applicant should be prepared to work closely with its design team to address concerns regarding the architectural design, details, and materials proposed for the building.
- The Applicant should be prepared to provide detailed information relative to light and noise impacts from vehicles and building equipment and respond to reasonable requests for mitigation. As a part of this, consideration should be given for ridesharing and bicycle accommodations.

¹ MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.

- The Applicant should be prepared to discuss the cumulative impacts of the proposed Project and the proposed adjacent commercial development as they relate to traffic, circulation, wastewater and stormwater and respond to reasonable requests for mitigation.

MassHousing has also reviewed the application for compliance within the requirements of 760 CMR 56.04(2) relative to Application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This Site Approval is expressly limited to the development of no more than sixty (60) rental units under the terms of the Program, of which not less than fifteen (15) of such units shall be restricted as affordable for low- or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a comprehensive permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new Site Approval application for review by MassHousing.

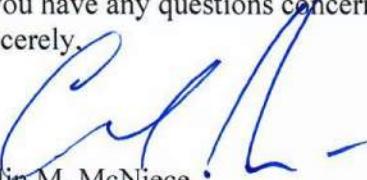
For guidance on the comprehensive permit review process, you are advised to consult the Guidelines. Further, we urge you to review carefully with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations at 760 CMR 56.00.

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

Should a comprehensive permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a “final draft” of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.

If you have any questions concerning this letter, please contact Kat Miller at (617) 854-1217.
Sincerely,


Colin M. McNiece
General Counsel

cc: Ed Augustus, Secretary, EOHLC
The Honorable Bruce E. Tarr
The Honorable Bradley H. Jones, Jr.
Kosta E. Prentakis, Chair, Middleton Select Board
Richard Benevento, Chair, Middleton Zoning Board of Appeals
Justin Sultzbach, Middleton Town Administrator
Jackie Bresnahan, Middleton Interim Town Administrator
Katrina O'Leary, Middleton Town Planner

Attachment 1

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

Villebridge Middleton, Middleton, MA #1180

MassHousing hereby makes the following findings, based upon its review of the application, and taking into account information received during the site visit and from written comments:

(a) that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7);

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (“HUD”). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Middleton is \$118,450.

Proposed rent levels of \$2,097 for a one-bedroom affordable unit, \$2,517 for a two-bedroom affordable unit and \$2,908 for a three-bedroom affordable unit, less utility allowances of \$179 for the one-bedroom affordable units, \$227 for the two-bedroom affordable units and \$281 for the three-bedroom affordable units, are within current affordable rent levels for the Boston-Cambridge-Quincy HMFA under the NEF Program

The Applicant submitted a letter of financial interest from Eastern Bank, a member bank of the FHLBank Boston under the NEF Program.

(b) that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the Municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under c.40A, and overlay districts adopted under c.40R, (such finding, with supporting reasoning, to be set forth in reasonable detail);

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

The Town of Middleton does have a DHCD-approved Housing Production Plan. According to DHCD’s Chapter 40B Subsidized Housing Inventory, updated through July 17, 2023, Middleton has 160 (SHI) units (4.8% of its housing inventory), which is 171 units below the statutory minima requirement of 10%.

(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);

Relationship to adjacent streets/Integration into existing development patterns

The Site is located at the intersection of South Main Street (Route 114) and Boston Street. Route 114 is a well-traveled state highway that provides access to Interstate 95 and U.S. Route 1 approximately 3 miles to the southeast in Danvers. Existing zoning on the Site transitions from R1a Residence on Boston Street to B Business on Route 114. A mix of retail and services are accessible on Route 114 in the immediate vicinity of the Site, including Middleton's Memorial Hall, Flint Public Library, a United States Postal Service branch, banking, fuel, convenience and more. A future commercial development is intended to be located immediately to the east of the proposed Project on Route 114, providing additional retail amenities, and creating a buffer with the roadway. Blu Haven Townhomes, a 45-unit age-restricted condominium development abuts the Site to the south on Rowell Lane. St. Agnes Parish Church abuts the Site to the west. Abutters to the north on Boston Street are otherwise single-family homes. Overall, the site is well-positioned to support the proposed multifamily residential use.

Relationship to Adjacent Building Typology (Including building massing, site arrangement, and architectural details):

The Site is currently occupied by a former restaurant and function space, associated surface parking, and a residential structure, which are proposed to be demolished for redevelopment of the Site into 60 one-, two- and three-bedroom units in a 3-story multifamily rental building. The proposed building is an L-shaped design, oriented with the short end of the south wing along Boston Street, and the short end of the east wing facing the residential abutter to the west, to reduce the impact of the building massing on these edges and provide green space along the frontage. The long edges of both building wings are set back from South Main Street and Rowell Lane as to minimize potential visual impact on neighboring properties. Architectural details are incorporated into the building massing to create the impression of multiple and varied buildings. The ends of each building wing are characterized by simple gable roof forms clad in white clapboard siding. Stone accents at the corners of the building, a variation in clapboard siding color, and inset balconies throughout the building wings modulate the façade to break down the massing and relate to the surrounding architecture.

Density

The Developer intends to build sixty (60) rental apartments in one (1) multifamily building on 3.05 acres of land, all of which are buildable. The resulting density is 19.67 units per buildable acre. The proposed density is acceptable given the proposed housing type.

Conceptual Site Plan

The proposed site layout consists of one 3-story, L-shaped building that is oriented around a large open space courtyard. Site access is proposed by a curb-cut on Boston Street at the Site's northwest corner. A 24' driveway is shown extending south from the curb cut along the Site's western property line. The driveway services approximately 25 parking spaces that line the courtyard before turning behind the rear wing of the building to service a larger parking area containing the remaining 81 parking spaces. Interior sidewalks provide accessible access from the parking areas to the building and around the Site's courtyard amenity area. First floor apartment homes that front on the courtyard show direct unit access. A stormwater infiltration system is proposed to be located underneath the courtyard. Septic is proposed to be located underneath the rear parking area. A proposed variable width utility easement is shown to provide other utilities to the Site from the street.

Environmental Resources

Information provided by the Applicant indicates that no significant natural or cultural resources, endangered species habitat, or areas of flood hazard are present on the Site. The Applicant has

completed Phase I and Limited Phase II ESAs, which detected petroleum hydrocarbons in a confined area of the Site. The affected soils will be disposed of in accordance with MassDEP regulations.

Topography

The Site is generally flat, with a gentle slope downward in an easterly direction. The Site's topography is not a significant impediment to development of the Site.

(d) that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);

According to the appraisal report for the Site, the housing market has been a positive factor in the regional economy with rising home prices supporting construction and other related industries. Low supply of for-sale inventory and rising interest rates has increased the demand in the apartment market, with an overall upward trajectory in rents. Demand is expected to remain positive for the foreseeable future based on currently available information.

The Applicant proposes 60 rental apartments to be financed under the NEF Program. There will be 45 market-rate units with proposed average rent levels of \$2,690 for the one-bedroom units; \$3,549 for the two-bedroom units; and \$4,324 for the three-bedroom units. MassHousing's Appraisal and Marketing team (A&M) performed a market analysis and found that proposed market rents for each unit type fall above comparable market rent averages. A more in-depth market study would be required prior to marketing/lease up of the proposed Project.

(e) that an initial pro forma has been reviewed, including a land valuation determination consistent with the Department's Guidelines, and the Project appears financially feasible and consistent with the Department's Guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;

MassHousing has commissioned an as "As-Is" appraisal which indicates a land valuation of \$1,400,000. Based on a proposed investment of \$26,250,000 in equity and permanent financing the development pro forma appears to be financially feasible and within the limitations on profits and distributions.

(f) that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and

MassHousing finds that the Applicant must be organized as a Limited Dividend Organization. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

(g) that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.

The Applicant controls the Site by virtue of the following agreements:

1. A Purchase and Sale Agreement between Chris A. Kourkoulis and Paul A. Kourkoulis, Trustees of Champlain Realty Trust (Seller) and Villebridge Acquisitions, LLC (Buyer), dated March 21, 2022, as amended on June 7, 7022, October 11, 2022, and February 21, 2023, with an expiration date of December 8, 2023.
2. A Purchase and Sale Agreement between Stigliano Inc. (Seller) and Villebridge acquisitions, LLC (Buyer), dated June 21, 2022, with an expiration date of December 21, 2023.



1150 Great Plain Ave. # 920056
Needham, MA 02492
Phone: (617) 418-3575

August 3, 2023

Jessica L. Malcolm, Manager, Planning and Programs
Katherine Miller, Specialist, Planning and Programs
MassHousing
One Beacon Street
Boston, MA 02108

**RE: Villebridge Middleton
Notice of Project Change
Project Eligibility/Site Approval Letter, dated July 24, 2023
MassHousing ID No. 1180**

Dear Ms. Malcolm and Ms. Miller:

Pursuant to 760 CMR 56.04(5), this letter serves as notification that the Applicant, Villebridge Acquisitions LLC, desires to change the proposal for the 60-unit multifamily residential project to be known as Villebridge Middleton which was reviewed by MassHousing, and which is the subject of the Project Eligibility Letter, dated July 24, 2023 (PEL), as further outlined herein.

As described in the Project Eligibility / Site Approval application submitted to MassHousing on April 6, 2023, the proposed Villebridge Middleton project is located adjacent to a business-zoned lot which will include a commercial project to be permitted under local bylaws (the Commercial Project). Taken together, Villebridge Middleton and the Commercial Project are a horizontal mixed-use addition to the downtown Middleton Square area and community. The Applicant and/or an affiliate is also the proponent of the Commercial Project, which is not a part of the defined Villebridge Middleton project described in the PEL.

Over the last several weeks we have held productive and collaborative discussions with the Middleton Select Board and town staff. Two topics discussed included (i) going beyond merely mitigating project

traffic impacts by improving the performance of Middleton's nearby traffic conditions; and (ii) Middleton's strong interest in seeing the Commercial Project include an active full-service restaurant use to return to the business-zoned lot. Note that the business-zoned land was previously home to Angelica's Restaurant and Function Hall.

One pathway to supporting improved traffic conditions is to contribute land to the nearby Boston Street (MA Route 62) / South Main Street (MA Route 114) intersection which abuts the site. This proposed adjustment has the potential to make a meaningful improvement in traffic operations, above and beyond the traffic mitigation that might otherwise be required for the Villebridge Middleton project.

To support a full-service restaurant, greater land area for the commercial proposal is necessary to accommodate building footprint and parking requirements for best-in-class operators and to support adequate wastewater flows.

Accordingly, we are reducing the lot area for the Villebridge Middleton project from approximately 133,012 sf to approximately 99,280 sf, a reduction of approximately 33,732 sf, or 25%. The lot area reduction would occur on the southern portion of the site, which is the large parking area currently planned for the Villebridge Middleton project. The residential parking and utilities will be relocated to the west portion of the site, including the portion of 18 Boston Street and 10 Boston Street.

The 33,732 sf of land would remain as commercial land (currently zoned Business B). This change would set the table to enable us to accommodate contributing land to the intersection and hosting a full-service restaurant use on within the Commercial Project.

This change will not result in any reduction in the number of residential units or the unit mix contemplated for the Villebridge Middleton proposal.

Thank you for giving this notice your consideration.

Respectfully submitted,



Authorized Representative:

Lars Unhjem, Manager
Villebridge Acquisitions LLC
1150 Great Plain Ave. # 920056
Needham, MA 02492
Web: Villebridge.com
Email: lars@villebridge.com
Phone: 617-418-3575

CC: Edward M. Augustus Jr., Secretary, EOHL
Jennifer Maddox, EOHL
Phil DeMartino, EOHL
Jeff Garber, Chair, Middleton Select Board
Rich Benevento, Chair, Middleton Zoning Board of Appeals
Justin Sultzbach, Middleton Town Administrator
Jackie Bresnahan, Middleton Assistant Town Administrator
Katrina O'Leary, Middleton Town Planner
John Smolak, Smolak & Vaughan



Massachusetts Housing Finance Agency
One Beacon Street Boston, MA 02108

Tel: 617-854-1000 | Relay 711
Fax: 617-854-1091 | www.masshousing.com

August 9, 2023

Villebridge Acquisitions LLC
1150 Great Plan Ave #920056
Needham, MA 02492
Attention: Lars Unhjem, Manager

Re: Notice of Project Change
Villebridge Middleton
MH ID No. 1180

Dear Mr. Unhjem:

We have received your Notification of Project Change describing proposed modifications to the above-captioned Chapter 40B development. The Project received a Determination of Project Eligibility (Site Approval) from MassHousing on July 24, 2023, for the construction of 60 rental units on approximately 3.05 acres of land located at 10 Boston Street (the “Project”).

MassHousing has reviewed the revised plans and has determined that a reduction in the size of the Site by approximately 25%, resulting in a new site area of approximately 2.28 acres and an increased project density, is, in fact, a substantial change in accordance with 760 CMR 56.04 (5) and 760 CMR 56.07(4)(c). MassHousing has also reviewed the revised proposal with attention to the project eligibility requirements set forth in 760 CMR 56.04(1). Since compliance with those requirements will not be affected by the proposed changes, MassHousing can confirm that a new Project Eligibility Letter is **not** required in this instance.

It is MassHousing’s interpretation of the Comprehensive Permit Regulations that Subsidizing Agencies should normally not update Project Eligibility Letters as a project develops but should, rather, consider whether the initial proposal is eligible for a subsidy program at the project eligibility stage and then consider whether the final proposal is eligible directly before construction at the Final Approval stage. Any other approach could interfere with Chapter 40B’s goal of expedited permitting. It is for this reason that a Project Eligibility Letter issued pursuant to the Comprehensive Permit Regulations shall, pursuant to 760 CMR 56.04(6), be conclusive evidence that the project and the applicant have satisfied the project eligibility requirements.

MassHousing will review the approved Comprehensive Permit Plans once the Project returns for Final Approval, and at that point will determine whether the approved plans still meet the requirements of the 40B regulations and guidelines.

Maura Healey, Governor
Kim Driscoll, Lt. Governor

Jeanne Pinado, Chair
Carolina Avellaneda, Vice Chair

Chrystal Kornegay, Executive Director

If I can answer any further questions regarding this Project, please do not hesitate to contact me.

Sincerely,

Jessica L Malcolm

Jessica Malcolm
Manager of Planning and Programs

cc: Ed Augustus, Secretary, EOHL
Jeff Garber, Chair, Middleton Select Board
Richard Benevento, Chair, Middleton Zoning Board of Appeals
Justin Sultzbach, Middleton Town Administrator
Jackie Bresnahan, Middleton Interim Town Administrator
Katrina O'Leary, Middleton Town Planner
John Smolak, Smolak & Vaughan

Report on Existing Conditions

Report on Existing Conditions

Project Site

The Project is located on an approximately 2.278-acre site located off Boston Street (MA Route 62) in Middleton, Massachusetts. The site comprises all of 10 Boston Street, a portion of 18 Boston Street, and a portion of 49 South Main Street (MA Route 114). The site currently contains an existing multifamily home, a predominantly cleared driveway and yard, and a portion of the former Angelica's restaurant, respectively. The site is bounded by Boston Street (MA Route 62) to the north, a multifamily residence on the remainder of 18 Boston Street to the west, a to-be-developed commercial lot on the remainder of 49 South Main Street to the east and southeast, and the Blu Haven Condominium complex to the southwest.

The site contains a mix of open space, buildings, and paved areas. There is a reported septic system north of the 10 Boston Street residential house. There are no wetlands resources or habitats of rare species on the site.

A fieldstone boulder wall surrounds the 10 Boston Street parcel, and a short retaining wall and fence separates the 10 Boston Street and 49 South Main Street parcels. The site generally slopes gradually from the northwest down to the southeast. There are multiple existing curb cuts onto Boston Street from the site.

The site is serviced by an underground water main and underground natural gas located in Boston Street. Electricity and telecommunications are available via overhead wires in Boston Street. Wastewater will be serviced by an on-site septic system.

Area Context

The Project Site has frontage along Boston Street (MA Route 62), an east/west arterial owned and maintained by the Town of Middleton. Single-family and multifamily residences primarily line Boston Street west of the site.

The site is located at the southwestern edge of the Middleton Square area's B Business zoning district, which covers Middleton's downtown. The site is walkable and bikeable to the existing Town Hall, the playgrounds at the Town Common behind the existing Town Hall, the future municipal complex, the Flint Public Library, the Howe-Manning and Fuller Meadow schools, the US Post Office, the rail trail, and multiple stores, shops, and dining establishments in the Middleton Square area.

Boston Street (MA Route 62) is a two-lane urban minor arterial roadway under Town of Middleton jurisdiction and traverses the study area in a general northeast-southwest direction. In the vicinity of the Project Site, Boston Street provides two 11- to 12-foot wide travel lanes that are separated by a double-yellow centerline with 1-foot wide marked shoulders and additional travel lanes provided at major intersections. The posted speed limit is 25 MPH within the study area. A sidewalk is provided along the north side of the roadway between South Main Street (MA Route 114) and James Road to the west. There is no existing sidewalk along the site's frontage. Illumination is provided by way of streetlights mounted on wood poles.

A comprehensive field inventory of pedestrian and bicycle facilities within the study area was undertaken in June 2022. The field inventory consisted of a review of the location of sidewalks and pedestrian crossing locations along the study roadways and at the study area intersections, as well as the location of existing and planned future bicycle facilities. Formal bicycle facilities are not currently provided within the study area; however, the study area roadways generally provide sufficient width (combined travel lane and shoulder) to support bicycle travel in a shared traveled-way configuration (A minimum combined travel lane and paved shoulder width of 14 feet is required to support bicycle travel in a shared traveled-way condition.).

Boston Street in the vicinity of the Project site was found to accommodate approximately 8,400 vehicles on an average weekday and approximately 8,370 vehicles on a Saturday, with approximately 650 vph during the weekday morning peak-hour, 775 vph during the weekday evening peak-hour and 649 vph during the Saturday midday peak-hour.

Regularly scheduled public transportation services are not currently provided within the Town of Middleton or in the immediate vicinity of the Project site. The Massachusetts Bay Transportation Authority (MBTA) operates The Ride paratransit services for eligible persons within the Town who cannot use fixed-route transit all or some of the time due to a physical, cognitive, or mental disability in accordance with Americans with Disabilities Act (ADA) requirements. In addition, the Town of Middleton Council on Aging (COA) provides transportation services to eligible seniors for errands and medical appointments by appointment.

Existing Conditions Key Plan







2















































Traffic Impact Assessment

Provided Under Separate Cover

Stormwater Management Report

Provided Under Separate Cover

Waiver List

LIST OF WAIVERS

TOWN OF MIDDLETON GENERAL BYLAWS, RULES AND REGULATIONS, AS AMENDED THROUGH JULY 13, 2023 (THE “MIDDLETON GENERAL BYLAWS”)			
REGULATION TITLE	DESCRIPTION	REQUIRED	PROPOSED
Chapter 124 Demolition Delay	Demolition Delay Requirements Requirements and procedures for structures or building deemed by the Middleton Historical Commission to be defined as a “significant building or structure” or “preferably preserved” prior to demolition	No demolition of a building or structure, or any portion of a building or structure, deemed significant by the Commission shall be permitted except in conformity with the provisions of Chapter 124.	Waived. To be governed by the Comprehensive Permit.
Chapter 130 Earth Removal	Earth Removal Requirements	No sod, loam, clay, sand, gravel, quarried stone or other earth material which forms a part of the real estate of the Town of Middleton shall be carried, conveyed or moved outside the boundaries of the Town of Middleton for any purpose whatsoever, except for new building construction, at which time the Board of Appeals may grant a special permit for removal of clay, sand, gravel, or quarried stone from the Town of Middleton.	Waived. To be governed by the Comprehensive Permit.
Chapter 204. Stormwater Management and Illicit Discharge, Article I – Stormwater Management, and Chapter 248. Stormwater Management Reg's	Stormwater Management and Illicit Discharge Requirements for Stormwater Management and Prevention of Illicit Discharges	Requires a Stormwater Management Permit to be issued by the Stormwater Permitting Authority (SWPA).	Waived. Stormwater Management and related design shall comply with the performance standards of the most recent version of Massachusetts Department of Environmental Protection (DEP) stormwater management standards and accompanying Stormwater Management Handbook, and as regulated under the coverage requirements of the US EPA Construction General Permit for Massachusetts (MAR100000), all as provided in the Comprehensive Permit.

Chapter 206. Streets and Sidewalks, Section 206-7	Street Excavations	Regulation of Street Excavation.	No person, corporation or Town department shall make any temporary or permanent excavation under the surface of any street, way, sidewalk, square or intersection or break up or dig up any part of such street, way, sidewalk, square or intersection or assist in any such act, for any purposes whatever, without the written permission of the Superintendent of the Division of Public Works	Waived. ZBA to issue road opening permit to perform work in Boston Street in accordance with DPW and State requirements. To be governed by Comprehensive Permit.
Chapter 220. Vehicles and Traffic, Article 1, Parking Regulations, § 220-1. Middleton Square.	Middleton Square	Parking in Middleton Square	No person shall park a motor vehicle for a period to exceed two hours between the hours of 9:00 a.m. and 6:00 p.m. in the area known as Middleton Square, bounded and described as the Business District on the Zoning Map of Middleton, as amended.	Waived to the extent this Bylaw regulates parking on the Applicant's Property.
Chapter 343. Water Supply Systems	Water Supply Wells	Standards Related to Installing Water Well for Public, Irrigation, or Geothermal Supply Purposes.	Well Construction Permit to be issued by Board of Health; Siting and Testing Standards.	Waived to allow Board of Appeals to issue Well Construction Permit as provided in the Comprehensive Permit, subject to meeting applicable standards.

ZONING BYLAWS OF THE TOWN OF MIDDLETON, MASSACHUSETTS, AS AMENDED THROUGH ANNUAL TOWN MEETING HELD ON JUNE 5, 2021 (THE “MIDDLETON ZONING BYLAWS”)* ^{**}			
BY-LAW/REG.	TITLE	DESCRIPTION	PROPOSED
SECTION 1.0. Purpose and Authority			
1.5. Applicability	Compliance With Zoning	All buildings or structures hereinafter erected, reconstructed, altered, enlarged, or moved, and the use of all premises in the Town, shall be in conformity with the provisions of the Zoning Bylaw. No building, structure or land shall be used for any purpose or in any manner other than as expressly permitted within the district in which such building, structure or land is located. Where the application of this bylaw imposes greater restrictions than those imposed by any other regulations, permits, restrictions, easements, covenants, or agreements, the provisions of this bylaw shall control.	Waived to the extent the Board waives zoning requirements in the Comprehensive Permit.
SECTION 3.0. Use Regulations			

Sections 3.1 and 3.2	<p>Principal Uses and Accessory Uses and Structures Allowed Within the Residential (R-1a) and Business (B) Zoning Districts</p> <p>Except as provided by law or in this bylaw in each district, no building or structure shall be constructed, used or occupied, nor shall land be used or occupied, except for purposes permitted in the Table of Use Regulations. Multifamily residential use is not allowed within either the R-1a or B Districts. Allowed accessory uses allowed in Residential Districts include:</p> <ol style="list-style-type: none"> 1. Private: swimming pool, pool cabana, tool shed, boathouse, garage, and recreational playing surface, including, but not limited to, tennis court, sport court, basketball court, and ice sport surface. 3. Removal of sod, loam, sand, gravel or other earth product in connection with the construction of a building for which a building permit has been issued, subject to the Town bylaws, and further provided that the amount of such material removed does not exceed the amount contained, before construction, in the particular space to be occupied by the foundation of said building. 	<p>Waived to allow the uses described herein and in the Comprehensive Permit, including but not limited to, allowing use of Property for no more than a total of 60 multifamily rental dwelling units and accessory uses, including without limitation, utilities, generator, and management/leasing office, resident indoor and outdoor common area spaces, multipurpose community rooms, related customary accessory uses, parking, access, solar energy use and structures, rights of residential access onto and off of Project Site through commercially zoned real property located between the Property and South Main Street and depicted as Lot 3, water, sewer and stormwater management improvements, the removal and movement of sod, loam, sand, gravel or other earth product deemed necessary to construct the Project and related improvements, other utilities, signs, other appurtenant uses customary to residential uses, including but not limited to, bicycle facilities, all as may be depicted in the Final Plans. Also allow the use of a temporary construction/ marketing trailer(s) commencing prior to construction commencement until Project construction completion.</p>	
	<p>SECTION 4.0.</p> <p>Dimensional Requirements</p>		

<p>Section 4.1., 4.1.1, and 235 Attachment 1 Town of Middleton Table of Dimensional Requirements</p>	<p>General dimensional requirements for lots located within the R-1a and B Zoning Districts.</p> <p>No building or structure shall be constructed nor shall any existing building or structure be enlarged or altered except in conformance with the Table of Dimensional Requirements, as to lot coverage, lot area, land area per dwelling unit, lot width, front, side and rear setbacks, and maximum height of structures except as may otherwise be provided elsewhere herein.</p>	<p>Waived to the extent as provided below, or as depicted on the Site Plans.</p> <p>Note that although Lot 2, or the Property, will be a single lot, the Property is bisected by both the R-1a and B zoning districts, and a waiver is requested for certain dimensional requirements although the entire Property (when disregarding the common zoning district boundary) would otherwise comply, all as shown on the Comprehensive Permit Plans.</p> <p>Dimensional Requirements for Residential 1a (R-1a) and Business (B) Districts:</p> <p>Minimum Lot Area (square feet)</p> <ul style="list-style-type: none"> • R-1a: 20,000 sf for a single-family; 40,000 sf for a two-family • B: 40,000 sf <p>• Total: 99,268 sf Complies <ul style="list-style-type: none"> ○ R-1a: 80,886 sf ○ B: 18,382 sf </p> <p>Although proposed as a single lot, the portion of the Property Zoned B is less than the minimum area required, and waiver is requested concerning such portion of the Property.</p> <p>Minimum Frontage (feet)</p> <ul style="list-style-type: none"> • R-1a: 100 Feet • B: 100 Feet <p>Although the total lot frontage complies with Min. Lot Frontage, the portion of the Property frontage Zoned B is less than the minimum frontage required, and waiver is requested concerning such portion of the Property frontage.</p>
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	Minimum Lot Width (feet)	<ul style="list-style-type: none"> • R-1a: 125 Feet • B: 100 Feet 	<ul style="list-style-type: none"> • 325 Feet: Complies
	Minimum Front Setback (feet)	<ul style="list-style-type: none"> • R-1a: 25 Feet • B: 30 Feet 	<ul style="list-style-type: none"> • 25.4 Feet: Waiver for portion of Property Zoned B.
	Minimum Side Setback (feet) - West	<ul style="list-style-type: none"> • R-1a: 15 Feet • B: N/A 	<ul style="list-style-type: none"> • 154.0 Feet: Complies
	Minimum Side Setback (feet) - East	<ul style="list-style-type: none"> • R-1a: N/A • B: 25 Feet 	<ul style="list-style-type: none"> • 15.2 Feet: Waiver
	Minimum Rear Setback (feet)	<ul style="list-style-type: none"> • R-1a: 15 Feet • B: 25 Feet 	<ul style="list-style-type: none"> • 16.7 Feet: Waiver for portion of Property Zoned B.
	Lot Coverage by Buildings (%)	<ul style="list-style-type: none"> • R-1a: 25% • B: 35% 	<ul style="list-style-type: none"> • 24.4%: Complies
	Minimum Open Space	<ul style="list-style-type: none"> • R-1a: N/A • B: 25% 	<ul style="list-style-type: none"> • 33.9%: Complies
	Maximum Building Height (feet)	<ul style="list-style-type: none"> • R-1a: 35 Feet • B: 35 Feet 	<ul style="list-style-type: none"> • 42 Feet: Waiver
	Maximum Building Height (stories)	<ul style="list-style-type: none"> • R-1a: 3 Stories • B: 3 Stories 	<ul style="list-style-type: none"> • 3 Stories: Complies
Section 4.1.2.6 and 4.1.2.9	Dwellings located in setbacks	No dwelling, or part thereof, shall be located within the front, side and rear yard setbacks, as defined by the Table of Dimensional Requirements.	Waived, but as depicted on Comprehensive Permit Plans.

Section 4.2.5	Lots in Business District not meeting Section 4.0	Business District; special permit. A lot in the Business District which does not meet the area or frontage requirements of this Section 4.0 may apply for a special permit from the Board of Appeals to exempt such lot from the dimensional requirements for lot area, lot frontage and width, and side and rear yards. Any such special permit shall ensure compliance with the needs of public safety, health and welfare.	See Note 1.
SECTION 5.0. General Regulations			
Sections 5.1 & 5.2	Off-street parking and loading; Table of Off-Street Parking Requirements	Two spaces per dwelling unit.	Waived. A total of approximately 102 parking spaces, or an average of 1.7 parking spaces per dwelling unit, are provided as depicted on the Site Plans.
Section 5.1.6	Adjustments to Parking Requirements under Section 5.0	Parking adjustments allowed by ZBA Special Permit.	See Note 1.

<p>Sections 5.2, including 5.2.3 (Administrative), 5.2.10 (Signs in Residence Districts)</p>	<p>Signs</p> <p>Unless otherwise provided herein, no sign shall be erected unless it complies with the terms and provisions set forth in this regulation and the owner or applicant has submitted a sign application and paid the associated fee and the Building Commissioner has issued a sign permit.</p> <p>Allowed accessory signs in residential districts include: (a) One sign, either attached or ground, indicating only the name of the owner or occupant, street number and permitted uses or occupations engaged in thereon such as accessory professional office, home occupation, or other accessory uses permitted in a residential district. Such sign shall not exceed two square feet in area; and, (b) One ground sign identifying a housing development at each public entrance to a subdivision, provided such sign shall be set back a minimum of 10 feet from the boundary lines of any adjacent streets and a minimum of 40 feet from all structures. Such sign shall not exceed 24 square feet in area and shall not extend more than six feet above ground level.</p>	<p>Waived. Allow the construction of three permanent externally-illuminated ground signs of no more than 32 square feet in size and not exceeding 8 feet in height to be located as shown on the Site Plans, internal wayfinding signage including but not limited to at the entrance and egress of the vehicle connection with the commercial property, and temporary non-illuminated construction signs of no more than 64 square size from the commencement until completion of construction all as may be shown on the Site Plans, along with other signs permitted in Residence Districts as provided in Section 5.0.</p>
<p>Section 5.3.3 Large Parking Areas</p>		<p>At least one shade tree per 10 parking spaces. At least 5% of the interior of parking area maintained with landscaping, including trees. Trees located to provide visual relief from sun and wind</p>
<p>Section 5.3.8 Maintenance</p>		<p>Not clear to me if this is within one growing season of initial install, or ongoing. If ongoing, waiver.</p>

SECTION 6.0 Special Regulations	Section 6.2	Earth Removal	<p>The removal of sod, loam, sand, gravel, or other products from a lot is prohibited. However, where such removal is permitted as an accessory use, the Board of Appeals, subject to the Town bylaws, may authorize incidental removal by the grant of a special permit. In such cases, the Board shall impose conditions relative to the hours of operation and routes for transporting the material through the Town and impose requirements for regrading and planting the area to suitable cover when operations are completed. Said Board shall require a bond or other security for compliance with the terms of its authorization.</p>	<p>Waived. <u>See</u> Note 1. Earth removal and movement to be conducted to enable the construction of the Project, and as governed by the Comprehensive Permit.</p>
SECTION 9.0. Administration and Procedures	Section 9.1.4	Occupancy Permits	<p>No building erected, under a permit or otherwise, shall be occupied or used without an occupancy permit, signed by the Building Commissioner. Such permit shall not be issued until the building and its uses comply in all respects with these bylaws or with a decision of the Board of Appeals taken thereunder</p>	<p>Waived. Occupancy permit to be issued based upon compliance with the terms of the Comprehensive Permit Decision and Mass. State Building Code.</p>
	Section 9.2.1	Building Commissioner Enforcement	<p>The Building Commissioner shall institute proceedings to enforce these bylaws and to enjoin the construction, alteration, enlargement, reconstruction or use of any building or the use of any premises in violation of these bylaws.</p>	<p>Waived. To be governed by the Comprehensive Permit.</p>

Section 9.4.	Special Permits	Conditions, criteria and procedures for the grant of a special permit.	See Note 1.
Section 9.5	Site Plan Review	Conditions, criteria and procedures for the issuance of site plan approval.	Waived. To be governed by the Comprehensive Permit.

**Note 1: Pursuant to the Chapter 40B Rules described under 760 CMR 56.05(7), “Zoning waivers are required solely from the “as-of-right” requirements of the zoning district where the project site is located; there shall be no requirement to obtain waivers from the special permit requirements of the district.” Accordingly, any waivers which reference special permit requirements are included for informational purposes only.

TOWN OF MIDDLETON BOARD OF HEALTH REQUIREMENTS			
REGULATION	TITLE	DESCRIPTION	REQUIRED
Part III, Board of Health, Chapter 339. Wastewater Disposal, § 339-12. General design criteria and plan preparation.	Wastewater Disposal/ Local Title 5 Requirements	Board of Health requirements for on-site wastewater disposal systems.	Requirements for the siting, design, construction, and inspection of on-site wastewater disposal systems, along with related administration requirements.

TOWN OF MIDDLETON (OTHER LOCAL REQUIREMENTS)			
REGULATION	TITLE	DESCRIPTION	REQUIRED
Chapter 250 – Subdivision of Land (Rev. September 10, 2014)	Rules and Regulations Governing the Subdivision of Land in the Town of Middleton, Massachusetts	Approval Not Required (ANR) Plan Requirements	Application and endorsement form application and other requirements for ANR Plan
Public Shade Tree Act, M.G.L. Ch. 87	“Public shade trees” defined as “all trees within a public way or on the boundaries thereof.”	Requirements governing the cutting or removing of public shade trees delegated to local tree warden or other local official.	Public shade trees shall not be cut, trimmed or removed, in whole or in part, by any person other than the tree warden unless a permit is issued after a public hearing.

MIDDLETON ZONING BOARD OF APPEALS COMPREHENSIVE PERMIT RULES – G.L. C. 40B, §20-23 (Adopted September 22, 2022)				
REGULATION	TITLE	DESCRIPTION	REQUIRED	PROPOSED
SECTION 3A.	Filing Requirements	Subsection 8	Detailed documentation establishing jurisdictional requirements.	Waived as Applicant has established compliance with these jurisdictional requirements through the issuance of the MassHousing Project Eligibility. See 760 CMR 56.04(1); 56.05(2).
		Subsection 10	Pro Forma	Waived. Exceeds requirements under 760 CMR 56.05(2). Town has received PEL Application which includes pro forma. Board may request to review the pro forma or other financial statements only after the time described under 760 CMR 56.05(6)