ALLEN & MAJOR ASSOCIATES, INC.

# PROJECT NARRATIVE & DRAINAGE REPORT TO ACCOMPANY COMPREHENSIVE PERMIT APPLICATION

## Multi-Family Development
## 580 Main Street Bolton, MA

**Prepared**: September 10, 2021

*Site Locus*


**CLIENT**:
Limited Dividend Affiliate of
WP East Acquisitions, LLC
91 Hartwell Avenue
Lexington, MA 02421

**PREPARED BY**:
Allen & Major Associates, Inc.
10 Main Street
Lakeville, Massachusetts 02347

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**REVISED**:
-

**A&M PROJECT NO.**:
1670-15

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| The information presented herein this report has been a collaborative effort from the various members/personnel of the Project Team. | |

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# SECTION 1.0 PROJECT SUMMARY

## 1.1 INTRODUCTION

The applicant, a Limited Dividend Affiliate of WP East Acquisitions LLC, is submitting a comprehensive permit application in accordance with Massachusetts General Law chapter 40B, Sections 20-23 for construction of a multi-family residential development located off Main Street in the Town of Bolton, Massachusetts consisting of a total of 229 residential units on 32.4 acres (proposed Lot 2 as shown on the Site Development Drawings). The proposed project will include the construction of four (4) three (3) story residential buildings, a clubhouse, a mail center, an access road, parking areas, amenities and all supporting site features and infrastructure required to support the proposed development. The project will be serviced by private drinking water supply wells, a private on-site wastewater treatment system, and private underground utilities consisting of electrical service and underground tele-communication/cable services from various utility companies. Gas service is not available at this location.

The existing office building and parking field will require modification to accommodate the proposed residential development. All work associated with the office building on proposed Lot 1 will be designed and permitted by others.

The purpose of this project narrative and drainage report is to provide a detailed review of the locus, potential project impacts and stormwater as it pertains to the existing conditions and proposed redevelopment. The report will show by means of narrative, calculations and exhibits that appropriate best management practices have been used to mitigate the impacts from the proposed development. The report will demonstrate that the proposed site development reduces the peak stormwater discharge rates and the overall site runoff volume during all storm events at the existing design points. Further, the report will show that the proposed stormwater management system complies with the ten (10) stormwater standards as presented in the Massachusetts Department of Environmental Protection (MassDEP) Stormwater Management Regulations and MA MS4 General Permit regulations.

## 1.2 SITE CATEGORIZATION FOR STORMWATER REGULATIONS

The proposed project at 580 Main Street is considered a mix of redevelopment and new development under the MassDEP Stormwater Management Standards. The main access road and the existing parking area associated with the office park along the front portion of the site will be considered redevelopment and is required to meet the Stormwater Management Standards to the maximum extent practicable and provide an improvement over existing conditions. Stormwater from portions of the proposed clubhouse roof, the clubhouse parking area, and the clubhouse amenity area which drain towards the front wet basin/fire pond will be improved using a proprietary water quality treatment device (Contech CDS 2015-4). The overall impervious area to the front wet basin/fire pond will be reduced.

The remaining area draining to either the rear wet basin/fire pond or Great Brook will be considered new development. Stormwater will be directed to deep sump hooded catch basins, piped through the Stormtech Isolator Row and eventually into a subsurface infiltration system consisting of Stormtech SC-740 chambers. Both subsurface infiltration systems have been designed with outlet control structures to meet pre-development conditions. Both subsurface infiltration systems have been designed to recharge the required volume for the entire site.

# SECTION 2.0
## EXISTING CONDITIONS

## 2.1 SITE LOCATION AND ACCESS

The subject property (the "Property") is located at 580 Main Street in the Town of Bolton which is located in central Massachusetts in the eastern edge of Worcester County. Bolton is located approximately 30 miles westerly of Boston and 13 miles northeast of Worcester. The property is located on the southerly side of Main Street and westerly of Interstate Route 495. The Property has legal frontage on Main Street (Route 117). Main Street runs east/west through the center of the town. Refer to Figure 1, which shows the entire Property, outlined in red.

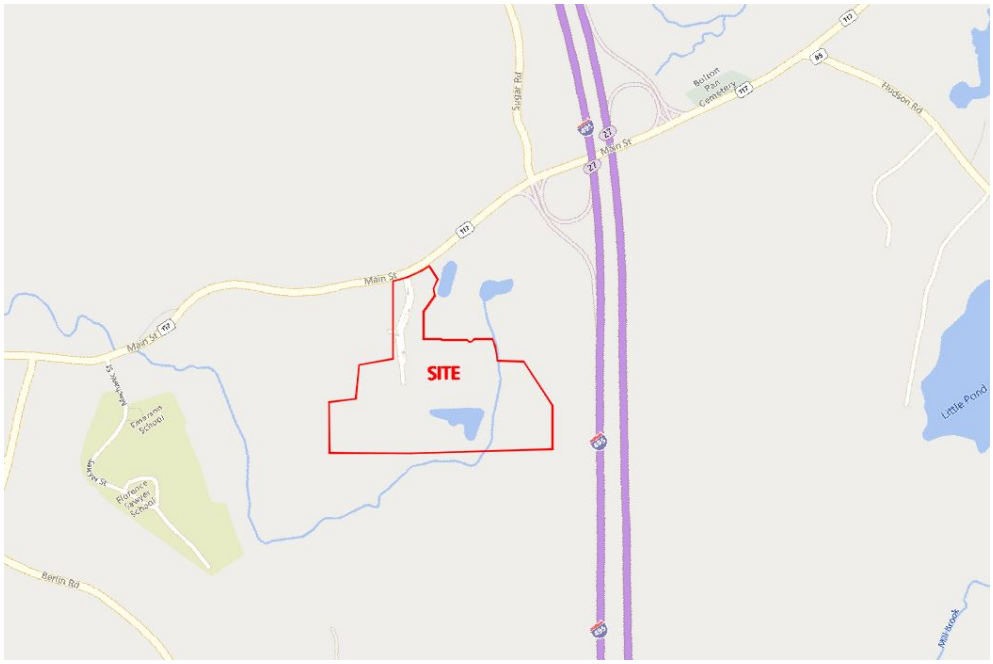



*Figure 1 – Locus Map (Bing Map)*

The Property is identified on the Town of Bolton's tax map as Lot 24 on Map 4.C and is approximately 39 acres in size. The Property is located in the Limited Business (LB) Zone and adjacent to the Residential Zone. The property is also located within several overlays which include the Floodplain Overlay District and the Mixed Use Village Overlay District (MVOD). The property is currently being used as the Bolton Office Park. On the westerly side of the office park is a senior housing development, which shares the same access road as the office park. Adjacent to the property contains a mix of commercial, office and residential development which includes a bank, animal health center, medical offices and residential properties. The site is located within a ½ mile to the Bolton Town Hall, library, First Parish of Bolton and Trinity churches, fire station and the Florence Sawyer and Emerson Schools.

## 2.2 EXISTING SITE CONDITIONS

The site is bounded by Main Street to the north, vacant land owned by the Town to the east and south and senior housing to the west. An office building currently resides in the northeasterly portion of the site with a boulevard access road off Main Street. The office building is a two story brick and glass building with two exterior courtyards centrally located in the middle of the building. The easterly end of the office building contains a basement. The overall building footprint is approximately 48,000 sf in size. According to the assessor records the building was built in 1988 with a floor area of approximately 41,600 sf and a basement area of approximately 20,900 sf in size. The total gross floor area is approximately 104,200 sf. The driveway provides access to the office building as well as access to the senior housing building located at 600 Main Street. The driveway is currently paved with one lane entering and two lanes exiting. The driveway provides access to several parking areas located throughout the site. The width of travel lanes vary but are 16 feet at minimum. A small parking lot is currently located in the front of the office building, another small parking lot is located on the westerly side of the site driveway and a large parking area is located on the rear portion of the site.

The site topography is moderately sloped, with steeper slopes along the northerly and easterly side towards the wetland resource areas. A highpoint elevation of 353± exists along the north, south and west side of the building and slopes away from the building. The easterly side of the building is around elevation 341±. The site slopes to a low elevation of 338± along the easterly property line adjacent to the existing brook. Stormwater from the westerly and northerly portion of the site is collected in a series of catch basins and piped into the wet basin/fire pond. The pond is equipped with an outlet control structure which discharges treated stormwater to the wetlands. Stormwater from the southerly portion of the site sheet flows into the existing wet basin/fire pond adjacent to the existing parking lot. The pond is equipped with two outlet control structures which discharge treated stormwater to the wetlands. Stormwater from the easterly portion of the site sheet flows untreated directly to the wetlands. Eventually all stormwater drains to Great Brook.

## 2.3 WATERSHED

The property falls within the Concord Watershed with a drainage area of approximately 400 square miles. The Concord Watershed is part of a larger watershed identified as the Sudbury, Assabet and Concord (SuAsCo) Watershed. The Assabet and Sudbury Rivers start in Westborough and flows northerly until they merge at Egg Rock in Concord, MA. The Concord flows northerly to the Merrimack River in Lowell, MA and eventually into the ocean at Plum Island in Newburyport, MA.

## 2.4 EXISTING SOIL CONDITIONS

The underlying soils have been mapped by the U.S. Department of Agriculture, Natural Resource Conservation Service (NRCS) and consist of the following:

- 1 Water;
- 52A Freetown muck, 0 to 1% slopes;
- 102C Chatfield-Hollis-Rock outcrop complex, 0 to 15% slopes;
- 651 Udorthents, smoothed

*Figure 2 – Soil's Map*

Freetown muck consists of peat and muck with variable Hydrologic Soil Group (HSG) designation of B/D. Depth to water table is typically within six inches and are very poorly drained. Chatfield-Hollis-Rock outcrop complex consists of extremely stoney, gravelly fine sandy loams with variable Hydrologic Soil Group (HSG) designation of B/D. Depth to a restrictive feature (bedrock) can vary be between 16-40 inches, while other portions are well drained with a depth to the water table greater than 80 inches. Udorthents are lands that have been altered/developed.

Test pits and boring have been performed on-site by Haley Aldrich, Onsite Engineering and Allen & Major Associates. Test pits and boring were done for various portions of the project which include foundation design, septic design and drainage design. A&M conducted the test pits associated with the design of the subsurface infiltration system in August 2021. Soils consist of urban fill for a depth of 2-4 feet on natural soil. The existing soils along the easterly portion of the site were reasonably well drained gravelly sands.

The soils located below the southerly parking field were dense till. The estimated seasonal high water table ranged from 24-36 inches below the existing surface. A copy of the soil mapping from the NRCS website is included in the Appendix G. Test pit locations and logs can also be found in Appendix F.

## 2.5 FEMA FLOODPLAIN

The Flood Insurance Rate Map (FIRM) (Map Number 25027C0486F) for the Town of Bolton dated July 16, 2014 indicates the property lies within several flood zones which include a FEMA Zone X, Zone AE and a floodway associated with Great Brook, refer to Figure 8 below. A majority of the property and major improvements are located in the Zone X and the easterly and southerly portion of the property is located within the Flood Zone AE and the floodway.

The FEMA Zone X is defined as "areas determined to be outside the 0.2% annual chance floodplain". There are no development restrictions and performance standards associated with work within a Zone X. Zone AE is a special flood hazard areas subject to inundation by the 1% annual chance flood. The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The base flood elevation is the water-surface elevation of the 1% annual chance flood, which varies on the map, due to various structures located within the floodway. Zone AE is defined as a Bordering Land Subject to Flooding within the Wetlands Protection Act. Work within the Zone AE is required to meet defined performance standards, most notably compensatory flood storage for any filling that is to occur. A floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. Alteration of a floodway is not preferred and requires detailed analysis for effects to the floodway system for downstream impacts.

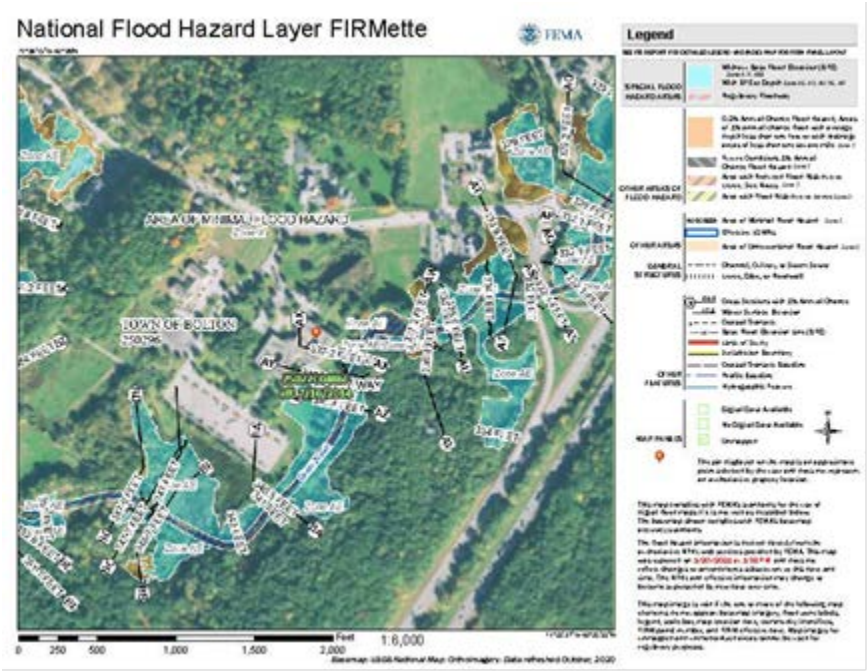



*Figure 3 – FEMA FIRMette (Map 25027C0486F)*

## 2.6 ENVIRONMENTALLY SENSITIVE ZONES

The Commonwealth of Massachusetts asserts control over numerous protected and regulated areas including: Areas of Critical Environmental Concern (ACEC); Outstanding Resource Waters (ORWs); areas protected under the Wetlands Protection Act and the Rivers Protection Act, as well as Natural Heritage & Endangered Species Program (NHESP) Priority and Protected Habitat for rare and endangered species.

According to the MassDEP OLIVER website, the site has the following environmental sensitive zones on or adjacent to the property;

- Wetlands (open water, shrub swamp and deep marsh) are located on the property along the easterly and southerly portion of the property;
- Bordering Land Subject to Flooding (BLSF) is located on and adjacent to the property and are associated with the flood zones shown on the FIRM Map Number 25027C0486F for the Town of Bolton dated July 16, 2014;
- Great Brook is located on and adjacent to the property, therefore the property will have Riverfront Area;
- Two Public Water Supply (ID 2034019-01G and 2034019-02G) Wells are located on the southerly portion of the property which are associated with the existing office building;
- Wellhead Protection Area Zone I with a radius of 236 feet associated with the Public Water Supply Wells. Zone I is defined in 310 CMR 22.02 as "the protective radius required around a public water supply well or wellfield;

- Interim Wellhead Protection Area (IWPA) with a radius of 580 feet associated with the Public Water Supply Wells. Portions of the IWPA associated with the senior housing development encroaches on the property. IWPA is defined in 310 CMR 22.02 as "public water systems using wells or wellfields that lack a Department approved Zone II";
- The site is not located within, or adjacent to, an ACEC, ORW, or estimated or priority habitat areas defined by NHESP.

## 2.7 WETLANDS DELINEATION

Wetland resource areas were delineated by a Professional Wetland Scientist from Goddard Consultants, LLC on and adjacent to the property in January 2021. A copy of their wetland report is included in Appendix B of this report. The report has identified the following resource area:

- Riverfront – The mean annual high water (MAHW) of the perennial stream (Great Brook) was delineated. Flags MAHW1-13 are on the west side and MAHW100-119 are located on the east side.
- Bordering Vegetative Wetlands (BVW)
  - BVW was delineated in the field along the edges of Great Brook. Wetland flags GC1-108 are on the west side and GC200-264 are on the east side;
  - BVW flags D1-D25 is a regulated, vegetated stormwater basin created prior to 1996 and is hydrologically connected to the BVW areas via several culverts.
  - Another BVW area was flagged with flags A1-A45 and is associated with an interior stream on the easterly end of the site.
  - A small BVW area was flagged with flags B1-14 and is located between the existing building and parking area.
- Isolated Vegetated Wetlands (IVW)
  - A small IVW area was flagged on the northwesterly side of the existing building with flags C1-11.
- Bordering Land Subject to Flooding

The applicant shall seek a determination through an Abbreviated Notice of Resource Area Delineation from the Bolton Conservation Commission to affirm wetland resource areas subject to protection under the Wetlands Protection Act.

## 2.8 EXISTING STORMWATER PATTERNS

In order to compare the difference between pre- and post-development peak flows and run-off volumes, existing and proposed watersheds were developed. The design points for existing watersheds were determined based on the extent of development to ensure proper analysis from pre- and post-development conditions. All flow paths represent the longest time of concentration for stormwater runoff. The site topography is well defined,

and runoff is directed towards the perimeter, into a wet basin/fire pond or a depression. A total of five (5) watersheds have been defined for the site and are as follows:

- Watershed E-1 is located on the northerly portion of the site and is 345,377 sf in size. Watershed E-1 consists of some woodlands, with good groundcover, grass with good groundcover, impervious surfaces (building, driveway, parking) and the existing wet basin/fire pond. Stormwater currently drains by either overland flow or is collected by a series of catch basins and eventually drains to the existing wet basin/fire pond. The wet basin/fire pond does have an outlet and eventually drains towards Great Brook;
- Watershed E-2A is located on the westerly portion of the site adjacent to the existing building and parking area and is 63,246 sf in size. Watershed E-2A consists of woodlands, with good groundcover, grass with good groundcover, impervious surface (sidewalk, ledge) and an isolated vegetated wetland pocket. Stormwater currently drains by overland flow to the isolated vegetated wetland and eventually overtops to a second isolated vegetated wetlands located within Watershed E-2B;
- Watershed E-2B is also located on the westerly portion of the site and is 62,941 sf in size. Watershed E-2B consists of woodlands, with good groundcover, grass with good groundcover, impervious surface (sidewalk, ledge) and an isolated vegetated wetland pocket. Stormwater currently drains by overland flow to the isolated vegetated wetland and eventually drains via an 18" culvert towards Great Brook;
- Watershed E-3 is located in the easterly, southerly and westerly portion of the site and is 423,611 sf in size. Watershed E-3 consists of woodlands, with good groundcover, grass with good groundcover and impervious surfaces (building, pavement). Stormwater currently drains by overland flow to the wetlands and eventually towards Great Brook;
- Watershed E-4 is also located in the southerly portion of the site and is 226,166 sf in size. Watershed E-4 consists of some woodlands, with good groundcover, grass with good groundcover, impervious surfaces (building, driveway, parking) and the existing wet basin/fire pond. Stormwater currently drains by overland flow to the existing wet basin/fire pond. The wet basin/fire pond does have two outlet weir structures and eventually drains towards Great Brook.

See the rear of this report for a copy of the Existing Watershed Plan (EWS-1).

## 2.9 EXISTING SITE UTILITIES

The existing office park and surrounding properties all have private on-site wells and on-site sewage disposal systems. The office park currently has two public water supply wells located on the southerly portion of the site and regulated through MassDEP. These wells have protective zones around each well which limit development within these protective zones. A third well is currently located in the front portion of the lot, adjacent to Main

Street, but does not appear to be registered with MassDEP and is used for irrigation. A&M has not confirmed this usage through independent verification. There are no regulatory jurisdictional areas created by an onsite irrigation well.

The on-site sewage disposal system is located on the northwesterly corner of the property. Utility poles and overhead wires are located on the southerly side of Main Street. National Grid is the electrical service provider for the Town of Bolton. Verizon and Comcast supply the Town with communication lines that can be either through overhead cables or underground conduits.

Two fire ponds are located on the property. These ponds serve a dual purpose for stormwater control, but also provide water storage for firefighting. A pump house is located in the northerly portion of the site that charges the office complex internal sprinkler system.

# SECTION 3.0
# PROPOSED CONDITIONS

## 3.1 PROPOSED OVERVIEW

The applicant, Limited Dividend Affiliate of WP East Acquisitions, LLC is submitting a comprehensive permit application in accordance with Massachusetts General Law chapter 40B, Sections 20-23 for construction of a multi-family residential development located off Main Street in the Town of Bolton, Massachusetts consisting of a total of 229 residential units on 32.4 acres (proposed Lot 2). The proposed project will include the construction of four (4) three (3) story residential buildings, a clubhouse, a mail center, an access road, parking areas, amenities and all supporting site features and infrastructure required to support the proposed development. Building 1 is proposed to include 74 residential units with a footprint area of 27,924 square feet, Building 2 includes 71 residential units with an area of 27,567 s.f., Building 3 includes 36 residential units with an area of 13,512 s.f. and Building 4 includes 48 residential units with an area of 17,786 s.f. A clubhouse/amenity building will be constructed in front of Building 1 and a mail center will be provided to the west of the clubhouse.

The existing office building and parking field will require modification to accommodate the proposed residential development. All work associated with the office building on proposed Lot 1 will be designed and permitted by others.

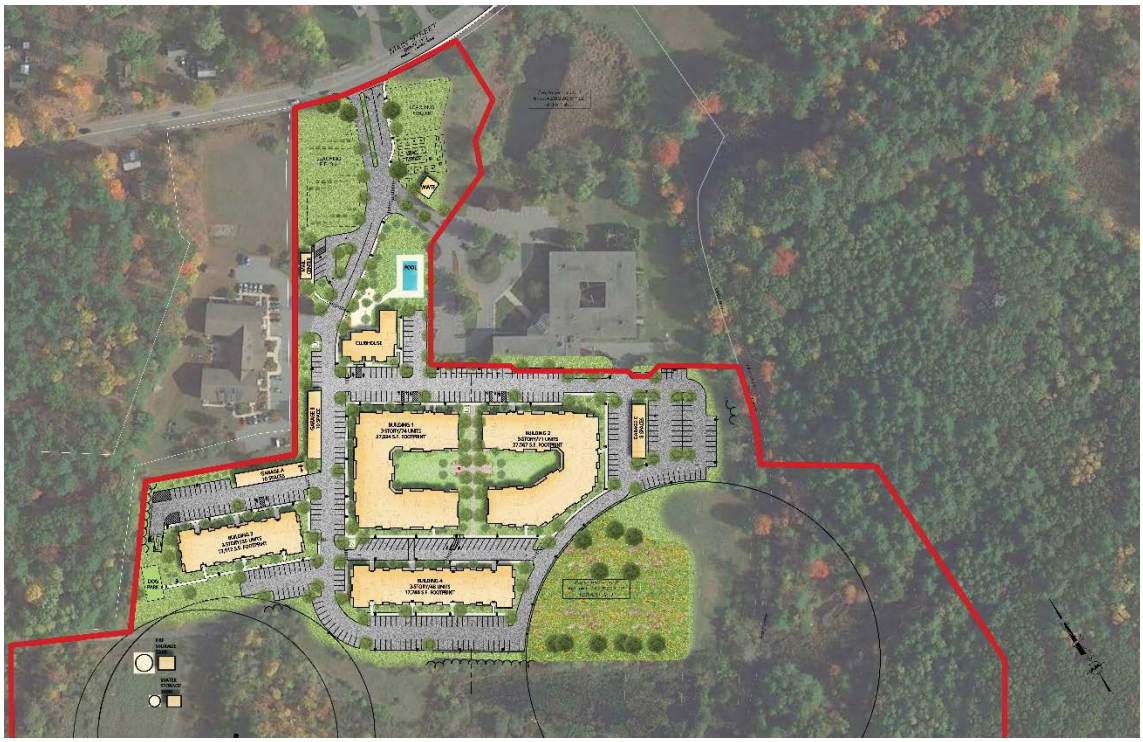


*Figure 4 – Aerial Map with Proposed Overlay*

Development of the site will maintain the existing roadway corridor off of Main Street for the first 150 feet and will modify the remainder of the road to accommodate the proposed

development. The drive will continue to provide access to the existing office building, the senior housing development and will also provide access to the mail center, the clubhouse, the residential buildings and several parking areas. Internal drive aisles shall be provided around the buildings at a minimum width of 24 feet to accommodate two way traffic patterns. Accessibly compliant ramps are provided along the intended accessible site path to provide full accommodations for pedestrians. Connectivity to parking fields and across roadways are marked with pedestrian crosswalks in conformance with the Manual on Uniform Traffic Control Devices (MUTCD). A dumpster and recycling areas are provided for refuse. Direction signage will be included for internal navigation of the site. A 5-ft wide sidewalk will be installed along the frontage of Main Street.

Parking spaces are dispersed throughout the site and within reasonable distances to the various buildings. 382 total parking spaces are provided comprised of 354 surface spaces and 28 detached amenity garage space, or 1.67 spaces per unit. Standard parking spaces are designed at 9' by 18'. Parking spaces in compliance with the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board (MAAB) are distributed throughout the site adjacent to accessible entrances or amenities.

Other site improvements include landscape areas, underground utilities, private on-site wells, private on-site wastewater treatment system and new stormwater management systems. The proposed stormwater management plan calls for the use of appropriate best management practices, including swales, deep sump hooded catch basins, water quality structures, a Stormtech Isolator Row and two (2) subsurface infiltration systems. The subsurface infiltration systems will consist of Stormtech SC-740 chambers. The system has been designed with infiltration and an outlet control structures. The outlet control structures have been designed to match pre-development conditions for peak discharge rates and runoff volumes. The combination of these BMP's will remove greater than 80% of Total Suspended Solids, from the anticipated stormwater runoff.

## 3.2 PROPOSED STORMWATER PATTERNS

The drainage patterns under proposed conditions will maintain the same design points and designations under existing conditions. Some of the existing watershed areas have been modified due to grading of the proposed development. The study concluded that the proposed rates of runoff and runoff volumes at the design points is less than the existing conditions analysis. A total of five (5) watersheds have been defined for the site and are as follows:

- Watershed E-1 has been reduced in size to 312,214 sf. Portions of Watershed P-1 will be improved through the installation of water quality structure. Stormwater will continue to drain into the wet basin/fire pond and eventually into Great Brook;
- Watersheds E-2A & E-2B have been eliminated due to the proposed development;

- Watershed E-3 has been reduced in size to 339,925 sf. Watershed E-3 will continue to drain by overland flow to the wetlands and eventually into Great Brook;
- Watershed E-4 has been reduced in size to 121,952 sf. Watershed E-4 will continue to drain by overland flow to the existing wet basin/fire pond and eventually into Great Brook;
- Watershed P-5A is located on the southerly and westerly portion of the site and is 137,534 sf in size. Watershed P-5A consists of grass/landscape area with good groundcover and impervious surfaces (buildings, parking, drive aisle, sidewalk). Stormwater will be directed to deep sump hooded catch basins, through a water quality structure, into the Stormtech Isolator Row and into Subsurface Infiltration System No. 1. Subsurface Infiltration System No. 1 will be equipped with two (2) outlet control structures, directing treated runoff towards the existing wet basin/fire pond and eventually into Great Brook. The fire pond is not assumed to provide any treatment or mitigation for the proposed development;
- Watershed P-5B is located on the northerly and easterly portion of the site and is 207,813 sf in size. Watershed P-5B consists of grass/landscape area with good groundcover and impervious surfaces (buildings, parking, drive aisle, sidewalk). Stormwater will be directed to deep sump hooded catch basins, through a water quality structure, into the Stormtech Isolator Row and into the Subsurface Infiltration System No. 2. Subsurface Infiltration System No. 2 will be equipped with two (2) outlet control structures, directing treated runoff towards Great Brook;

See the rear of this report for a copy of the Proposed Watershed Plan (PWS-1).

## Design Point #1 – Front Wet Basin/Fire Pond

Table 3.2.A – Design Point 1 Existing vs Proposed peak rate of runoff to Front Wet Basin/Fire Pond

| Design Storm | Existing (cfs) | Proposed (cfs) | Difference (cfs) |
|---|---|---|---|
| 2-year | 11.54 | 10.44 | -1.1 (9.5%) |
| 10-year | 23.34 | 21.10 | -2.24 (9.6%) |
| 25-year | 31.02 | 28.04 | -2.98 (9.6%) |
| 100-year | 42.99 | 38.87 | -4.12 (9.6%) |

Table 3.2.B – Design Point 1 Existing vs Proposed runoff volume to Front Wet Basin/Fire Pond

| Design Storm | Existing (cf) | Proposed (cf) | Difference (cf) |
|---|---|---|---|
| 2-year | 41,807 | 37,793 | -4,014 (9.6%) |
| 10-year | 83,594 | 75,567 | -8,027 (9.6%) |
| 25-year | 111,477 | 100,773 | -10,704 (9.6%) |
| 100-year | 155,956 | 140,981 | -14,975 (9.6%) |

## Design Point #2 – Rear Wet Basin/Fire Pond

Table 3.2.C – Design Point 2 Existing vs Proposed peak rate of runoff to Rear Wet Basin/Fire Pond

| Design Storm | Existing (cfs) | Proposed (cfs) | Difference (cfs) |
|---|---|---|---|
| 2-year | 12.44 | 3.56 | -8.88 (71.4%) |
| 10-year | 21.50 | 9.68 | -11.82 (54.92%) |
| 25-year | 27.13 | 17.44 | -9.69 (35.7%) |
| 100-year | 35.73 | 35.13 | -0.60 (1.7%) |

Table 3.2.D – Design Point 2 Existing vs Proposed runoff volume to Rear Wet Basin/Fire Pond

| Design Storm | Existing (cf) | Proposed (cf) | Difference (cf) |
|---|---|---|---|
| 2-year | 40,386 | 12,221 | -28,165 (69.7%) |
| 10-year | 71,369 | 38,656 | -32,713 (45.8%) |
| 25-year | 91,157 | 57,099 | -34,058 (37.4%) |
| 100-year | 122,015 | 87,274 | -34,741 (28.5%) |

## Design Point #3 – Great Brook

Table 3.2.E – Design Point 3 Existing vs Proposed peak rate of runoff at Great Brook

| Design Storm | Existing (cfs) | Proposed (cfs) | Difference (cfs) |
|---|---|---|---|
| 2-year | 3.16 | 2.81 | -0.35 (11.1%) |
| 10-year | 13.62 | 13.33 | -0.29 (2.1%) |
| 25-year | 21.97 | 21.97 | 0.00 (0.0%) |
| 100-year | 36.04 | 35.58 | -0.46 (1.3%) |

Table 3.2.F – Design Point 3 Existing vs Proposed runoff volume at Great Brook

| Design Storm | Existing (cf) | Proposed (cf) | Difference (cf) |
|---|---|---|---|
| 2-year | 18,728 | 13,552 | -5,176 (27.6%) |
| 10-year | 57,912 | 50,427 | -7,485 (12.9%) |
| 25-year | 89,965 | 78,904 | -11,061 (12.3%) |
| 100-year | 145,278 | 128,405 | -16,873 (11.6%) |

## 3.3 DRAINAGE ANALYSIS METHODOLOGY

The peak rate of runoff was determined using techniques and data found in the following:

1. Urban Hydrology for Small Watersheds – Technical Release 55 by the United States Department of Agriculture Soils Conservation Service, June 1986. Runoff curve numbers and 24-hour precipitation values were obtained from this reference.

2. HydroCAD© Stormwater Modeling System by HydroCAD Software Solutions LLC, version 10.10. The HydroCAD program was used to generate the runoff hydrographs for the watershed areas, to determine discharge/stage/storage characteristics for the infiltration systems, to perform drainage routing and to combine the results of the runoff hydrographs.

3. Soil Survey of Worcester County, Massachusetts by United States Department of Agriculture, National Resource Conservation Service. Soil types and boundaries were obtained from this reference.

4. Rainfall Data for each of the storm events was based on data published by the NOAA Atlas 14. The extreme precipitation estimates for Bolton are shown in the following table:

Table 3.3.1 – Rainfall (NOAA Atlas 14)

| 2-year | 10-year | 25-year | 100-year |
|---|---|---|---|
| 3.27 inches | 5.02 inches | 6.11 inches | 7.79 inches |

## 3.4 CLOSED DRAINAGE SYSTEM COMPUTATIONAL METHODS

The closed drainage system calculations determine the rate of runoff, the time of concentration and the rainfall intensity for the drainage basin. The calculations were performed for a 25-year storm event. The closed drainage system has also been analyzed for the 100-year event. The following standards were used:

1. The Rational Formula (Q =CIA) was used to determine the flow to each structure.
   Q = Flow cubic feet per second (CFS)
   C = Runoff coefficients
   I = Rainfall Intensity (inches per hour)
   A = Drainage Area (acres)

2. The runoff coefficients used are as follows:
   Impervious (pavement and roofs) = 0.9
   Grassed = 0.40
   Bare Ground and gravel = 0.50
   Landscape = 0.3
   Wooded = 0.2

3. The intensity for each area was determined by the Steel Formula for a 25-year frequency storm. The Steel Formula is:
   I = k/(t+b)
   I = Intensity
   k = 230 (25 yr)
   t = Time of Concentration
   b = 30 (25 yr)

4. The times of concentration were calculated using a nomograph provided in "Design, Volume 1," by Seelye, 1960. A minimum time of concentration of six (6) minutes was utilized.

5. The Manning's formula was utilized to calculate the capacity of the individual pipes in the closed drainage system. The Manning's formula is:
   $Q = (Ap)\ (1.486/n)\ (s^{1/2})\ (h^{2/3})$
   Q = Flow in CFS
   Ap = Cross-sectional area of the pipe (square feet)
   n = Roughness coefficient
   s = slope of the pipe (ft/ft)
   h = hydraulic radius

The closed drainage system, as designed, is capable of handling the design flow as calculated, as well as maintaining a design velocity of between 2.0 feet per second (fps) (cleansing velocity at pipe half full conditions) and 12.0 fps.

## 3.5 EROSION AND SEDIMENT CONTROL

The site will be enclosed with a straw wattle and/or fiber roll barrier to prevent incidental conveyance of sediment from disturbed areas off-site or into the existing drainage system. All existing drainage inlets adjacent to the site that are to remain shall have silt sacks installed prior to any construction activities. Stabilized construction entrances shall be installed as part of the construction and will be maintained until site tracking potential has been eliminated. The erosion control measures will remain in place until all construction activities are complete and all disturbed areas have been stabilized. The contractor will be required to inspect all controls regularly to ensure that they are working properly and to see if they need to be cleaned and/or replaced on an as-needed basis. The proposed project will disturb greater than one (1) acre of land, therefore the project will require the filing of a National Pollutant Discharge Elimination System (NPDES) Stormwater Construction General Permit. A stormwater Pollution Prevention Plan (SWPPP) will be prepared prior to any construction activity. The SWPPP will prescribe in detail the performance standards to which the contractor for the project will be responsible for. The SWPPP will be maintained at the construction trailer on-site throughout the duration of the project. The SWPPP shall outline acceptable temporary stabilization measures to prevent incidental transport of sediment to off-site areas.

## 3.6 SITE UTILITIES

### Private On-Site Wastewater Treatment System

The project site is located in an area that is not serviced by a municipal sewer system, therefore the proposed development will rely on a new subsurface disposal system (SSDS) which will consist of an effluent pump chamber, pump station, and an underground leaching field located onsite. A wastewater control house is provided that will allow for the routine monitoring of the system, the influent and effluent, and the chemical injection systems for biological treatment. The system will need to be designed and permitted in accordance with MassDEP Guidelines for the Design, Construction, Operation and Maintenance of Small Treatment Facilities with Land Disposal revised July 2018. The system will be designed by Onsite Engineering, Inc. and approved through a MassDEP Groundwater Discharge Permit subsequent to a hydrogeological evaluation approval process.

The proposed residential development is anticipated to have 88 one-bedroom units, 117 two-bedroom units, and 24 three-bedroom units; totaling 394 bedrooms. The proposed sewer flows are estimated to be 43,440 gallons per day based on 314 CMR 7.00 and 310 CMR 15.00. The sewage flows were calculated as follows:

Calculated Sewage Flows per The State Environmental Code, Title V (Proposed Development)

| Type of Establishment | Min. Flow | Size | Calculated Flow | Design Flow |
|---|---|---|---|---|
| Residential | 110 gpd/bedroom | 394 bedrooms | 43,340 gpd | 43,340 gpd |
| Office (Clubhouse) | 75 gpd/1000 sf min of 200 gpd | 5,491 sf | 411.8 gpd | 100 gpd[1] |
| Total Residential Flow | | | | **43,440 gpd** |

Calculated Sewage Flows per The State Environmental Code, Title V (Existing)

| | | | | |
|---|---|---|---|---|
| Existing Office Building to remain | 75 gpd/1000 sf min of 200 gpd | 62,500 sf | 4,687.5 gpd | **4,688 gpd** |

1. The amenity space is restricted to residents only and per MassDEP advisory opinions, there will be no additional Title 5 flow associated with those areas. The additional Title 5 water demand shown is associated with the leasing office space, which is estimated to be approximately 1,300 s.f. of the amenity building and is 100 GPD.

The layout plan currently shows the new leaching fields to be located in the vicinity of the existing leaching field for the Office Park. Final layouts are subject to MassDEP approval.

The design of the wastewater treatment systems is being designed by Onsite Engineering, Inc. Please refer to the design summary memo in Appendix C.

**Private Water (Wells)**

The project site is located in an area that is not serviced by a municipal water system, therefore the proposed development will rely on private on-site wells or wellfields. Since the wells will be required to service at least 25 individuals daily at least 60 days of the year, the proposed wells will be considered a Public Water System (PWS) and will be permitted through MassDEP in accordance with 310 CMR 22. All work shall be done in accordance with MassDEP Guidelines for Public Water Systems.

Establishment of drinking water supply wells require the establishment of a Zone 1 radius of protection. The Zone 1 will be required to be entirely under the control of the proponent, and no hardscape development will be allowed within it. MassDEP may also require additional limitations based on the underlying aquifer water quality characteristics. Vehicular traffic shall also be regulated to minimize the introduction of uncontrolled pollutants that may affect drinking water stability.

The conceptual locations are shown on the site development drawings, but final layout is subject to MassDEP approvals. The applicant has coordinated the drilling and installation of the proposed onsite wells through the Bolton Conservation Commission and the Board of Health.

The design of the water sources and treatment systems are being designed by Onsite Engineering, Inc. Please refer to the design summary memo in Appendix C.

**Electrical/Telephone/Data**

The proposed development will be serviced by newly installed underground utilities. Transformers and underground conduit locations are shown on the proposed site plan, but the final location will be coordinated and determined by the various utility providers.

## 3.7 WETLAND RESOURCE ALTERATIONS

The proposed development will require the filling of the two (2) isolated vegetated wetlands (non-jurisdictional) and adding fill within the bordering land subject to flooding (Zone AE). Compensatory storage is being provided to mitigate for the proposed fill within the bordering land subject to flooding area. The compensatory storage is being done in accordance with Wetlands Protection Act.

No work is proposed within the floodway.

It is the intent of all applications pursuant to the Project to be in accordance with the state regulations of the Wetlands Protection Act. The applicant has sought a waiver to the Town of Bolton Wetlands Bylaw Regulations as part of this Comprehensive Permit

application. The Applicant will be submitting a Notice of Intent with MassDEP and the Conservation Commission subject to State action only in due course.

## 3.8 TRANSPORTATION

TEC, Inc. is the traffic engineer of record for the project and has conducted a Traffic and Impact Assessment Study (TIAS) in accordance with standard engineering practice. The TIAS report is included in Appendix D.

## 3.9 ARCHITECTURAL

Market Square Architects is the architect of record for the project and has prepared an Architectural Design Narrative as included in Appendix E.

# SECTION 4.0
# STORMWATER MANAGEMENT

## 4.1 MASSDEP STORMWATER PERFORMANCE STANDARDS

The MassDEP Stormwater Management Policy was developed to improve water quality by implementing performance standards for storm water management. The following section outlines how the proposed Stormwater Management System meets the standards set forth by the Policy.

BMP's implemented in the design include –

- Deep Sump Hooded Catch Basins
- Stormtech Isolator Row
- Water Quality Structures/Hydrodynamic separators (CDS 2015-4)
- Subsurface Infiltration Systems (Stormtech SC-740 Chambers)
- Specific maintenance schedule

Stormwater Best Management Practices have been incorporated into the design of the project to mitigate the anticipated pollutant loading. An Operations and Maintenance Plan has been developed for the project, which addresses the long-term maintenance requirements of the proposed system.

Temporary erosion and sedimentation controls will be incorporated into the construction phase of the project. These temporary controls may include straw wattles and/or silt fence barriers, inlet sediment traps, slope stabilization, and stabilized construction entrances.

The Massachusetts Department of Environmental Protection has established ten (10) Stormwater Management Standards. A project that meets or exceeds the standards is presumed to satisfy the regulatory requirements regarding stormwater management. The proposed redevelopment at 580 Main Street is considered a mix of redevelopment and new development under the MassDEP Stormwater Management Standards.

The Standards are enumerated below as well as descriptions and supporting calculations as to how the Project will comply with the Standards:

### Standard 1

*No new stormwater conveyances (e.g. outfalls) may discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.*

The proposed development will not introduce any new stormwater conveyances (e.g. outfalls) that discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth. The proposed stormwater management system will consists of deep sump hooded catch basins, Stormtech Isolator Row, subsurface infiltration and a water quality structure. The new outfalls are associated with the two (2) new subsurface infiltration systems. All discharges from impervious surfaces (parking and drive aisles) will be treated prior to discharging. Where applicable, clean runoff from building roofs will be routed directly to the infiltration field bypassing treatment.

**Standard 2**

*Stormwater management systems shall be designed so that post-development peak discharge rates do not exceed pre-development peak discharge rates. This Standard may be waived for discharges to land subject to coastal storm flowage as defined in 310 CMR 10.04.*

The proposed development will be designed so that the post-development peak discharge rates and volumes do not exceed the pre-development peak discharge rates and volumes. Calculations have been provided to show that the proposed development will not cause an increase in peak discharge rates. Refer to the HydroCAD calculations provided within Appendix G of this report for detailed breakdowns.

**Standard 3**

*Loss of annual recharge to groundwater shall be eliminated or minimized through the use of infiltration measures including environmentally sensitive site design, low impact development techniques, stormwater best management practices, and good operation and maintenance. At a minimum, the annual recharge from the post-development site shall approximate the annual recharge from pre-development conditions based on soil type. This Standard is met when the stormwater management system is designed to infiltrate the required recharge volume as determined in accordance with the Massachusetts Stormwater Handbook.*

The existing annual recharge for the site will be exceeded in the developed condition. Subsurface infiltration chambers will be designed to meet this requirement. All Infiltration Systems were designed using the "Simple Dynamic" Method per the MassDEP Stormwater Management Standards, Volume 3, Chapter 1.

The USDA Soil Survey of Worcester County was used to determine soil types on site.

The required recharge rates for each soil classification are as follows:

Table 4.1 – Recharge Volume per Hydrologic Soil Group (HSG)

| | HSG A | HSG B | HSG C | HSG D |
|---|---|---|---|---|
| Required Recharge | 0.60 inches | 0.35 inches | 0.25 inches | 0.10 inches |

Table 4.2 – Proposed Impervious Surface

| Site | Total Area | HSG A | HSG B | HSG C | HSG D |
|---|---|---|---|---|---|
| Building Roof | 131,980 sf | - | 131,980 sf | - | - |
| Pavement/sidewalk | 245,688 sf | - | 245,688 sf | - | - |
| Total Impervious Area | 377,668 sf | - | 377,668 sf | - | - |

The project is considered a mix of redevelopment and new development. Under existing conditions, there is approximately 274,710 sf of existing impervious surfaces (pavement/roof). Under proposed conditions, the project will have a total of 377,668 sf

of impervious surface area, therefore a net increase of 102,958 sf. Per the Massachusetts Stormwater Handbook, the project is only required to recharge the increase in impervious surface above existing conditions. The main access road, the parking area associated with the office building, a portion of the clubhouse, the clubhouse amenity area and a small portion of the parking lot is being considered the redevelopment portion for the property. The impervious area has been decreased to the existing front detention/fire pond. All runoff from the remaining impervious areas will be collected by the proposed closed drainage system and will be directed into one of two (2) sub-surface infiltration system. The proposed sub-surface infiltration systems have been designed to account for the impervious area from the front portion of the site. The required recharge volume is given by the following equation:

$R_v = F \times IA$ (Equation 1 Stormwater Handbook Volume 3)

where $R_v$ = Required Recharge Volume, $ft^3$
F = Target Depth factor
IA = Impervious drainage area
$R_v$ = F x IA
= (0.35 inches)(1 foot/12 inches)(377,668 sf)
=11,015 cubic feet

The infiltration BMP has been sized using the "Simple Dynamic" Method, refer to Appendix G for the HydroCAD report.

MA MS4 General Permit requires the project to retain and infiltrate the volume of one (1) inch over the post-developed impervious surface, therefore the required V= (1")(1'/12")(377,668 sf) = 31,472 cf.

The infiltration BMP has been sized using the "Simple Dynamic" Method, refer to Appendix G for the HydroCAD report. The lowest orifice/outlet in the subsurface infiltration system has been set above the required volume per the Simple Dynamic Method.

The basin drawdown time is defined as:

$Time_{drawdown} = R_v / (K)(bottom\ area)$

where $R_v$ = Required Recharge Volume, ft3
K = Saturated Hydraulic Conductivity (Rawls Table)
Bottom area = Bottom area of recharge structure

Table 4.3 – Drawdown Calculation

| System | $R_v$ | K | Bottom Area | $Time_{drawdown}$ |
|---|---|---|---|---|
| Sub-surface Sys 1 | 10,532 cf | 2.41 in/hr | 9,620 sf | 5.5 hrs |
| Sub-surface Sys 2 | 7,295 cf | 8.27 in/hr | 12,059 sf | 0.9 hrs |
| Note: Volume for drawdown is based on the volume from HydroCAD below the lowest outlet. | | | | |

**Standard 4**

*Stormwater management systems shall be designed to remove 80% of the average annual post-construction load of Total Suspended Solids (TSS). This standard is met when:*

- *Suitable practices for source control and pollution prevention are identified in a long-term pollution prevention plan, and thereafter are implemented and maintained;*
- *Structural stormwater best management practices are sized to capture the required water quality volume determined in accordance with the Massachusetts Stormwater Handbook; and*
- *Pretreatment is provided in accordance with the Massachusetts Stormwater Handbook.*

The proposed stormwater management systems are designed so that the 80% TSS removal standard will be met for each drainage area. Standard #4 is met when structural stormwater best management practices are sized to capture and treat the required water quality volume and pretreatment is provided in accordance with the Massachusetts Stormwater Handbook. Standard #4 also requires that suitable source control measures are identified in the Long Term Pollution Prevention Plan. The 80% TSS removal standard will be met using some combination of the following: street sweeping, porous pavement, water quality structure and several subsurface infiltration systems consisting of Stormtech chambers.

The water quality volume for the site development will be captured and treated using an infiltration system equipped with isolator rows. All systems will be sized to meet the water quality flow rate for the 0.5" storm event.

TSS Removal Credits for Street Sweeping (Massachusetts Stormwater Handbook Volume 2 Chapter 1)

| TSS Removal Rate | High Efficiency Vacuum Sweeper – Frequency of Sweeping | Regenerative Air Sweeper – Frequency of Sweeping | Mechanical Sweeper (Rotary Broom) |
|---|---|---|---|
| 5% | Quarterly Average, with sweeping scheduled primarily in spring and fall. | Quarterly Average, with sweeping scheduled primarily in spring and fall. | Monthly Average, with sweeping scheduled primarily in spring and fall. |

| **TSS Removal Calculation Worksheet – Existing Wet Basin/Fire Pond** | | | | |
|---|---|---|---|---|
| A | B | C | D | E |
| BMP | TSS Removal Rate | Starting TSS Load | Amount Removed (B*C) | Remaining Load (C-D) |
| Deep Sump Hooded Catch Basin | 25% | 1.00 | 0.25 | 0.75 |
| Proprietary Separator | 50%* | 0.75 | 0.375 | 0.375 |
| Wet Basin | 80% | 0.375 | 0.30 | 0.075 |
| | | | **Total TSS Removal** | **92.5%** |

*Proprietary TSS removal rates have been capped at 50% though manufacturer studies report more effectiveness.

| **TSS Removal Calculation Worksheet – Sub-Surface Infiltration Systems Prior to Infiltration** | | | | |
|---|---|---|---|---|
| A | B | C | D | E |
| BMP | TSS Removal Rate | Starting TSS Load | Amount Removed (B*C) | Remaining Load (C-D) |
| Deep Sump Hooded Catch Basin | 25% | 1.00 | 0.25 | 0.75 |
| Proprietary Separator | 50%* | 0.75 | 0.375 | 0.375 |
| | | | **Total TSS Removal prior to infiltration** | **62.5% (44% Required)** |

*Proprietary TSS removal rates have been capped at 50% though manufacturer studies report more effectiveness.

| **TSS Removal Calculation Worksheet – Sub-Surface Infiltration Systems** | | | | |
|---|---|---|---|---|
| A | B | C | D | E |
| BMP | TSS Removal Rate | Starting TSS Load | Amount Removed (B*C) | Remaining Load (C-D) |
| Deep Sump Hooded Catch Basin | 25% | 1.00 | 0.25 | 0.75 |
| Proprietary Separator | 50%* | 0.75 | 0.375 | 0.375 |
| Sub-Surface infiltration with Isolator Row | 80% | 0.375 | 0.30 | 0.075 |
| | | | **Total TSS Removal** | **92.5%** |

*Proprietary TSS removal rates have been capped at 50% though manufacturer studies report more effectiveness.

**Standard 5**

*For land uses with higher potential pollutant loads, source control and pollution prevention shall be implemented in accordance with the Massachusetts Stormwater Handbook to eliminate or reduce the discharge of stormwater runoff from such land uses to the maximum extent practicable. If through source control and/or pollution prevention all land uses with higher potential pollutant loads cannot be completely protected from exposure to rain, snow, snow melt, and stormwater runoff, the proponent shall use the specific structural stormwater BMPs determined by the Department to be suitable for such uses as provided in the Massachusetts Stormwater Handbook. Stormwater discharges from land uses with higher potential pollutant loads shall also comply with the requirements of the Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26-53 and the regulations promulgated thereunder at 314 CMR 3.00, 314 CMR 4.00 and 314 CMR 5.00.*

The proposed development is considered a source of higher potential pollutant loads because the proposed parking area is considered a high-intensity parking area (over 1,000 vehicle trips per day). Pre-treatment and source reduction are provided to the maximum extent practicable. The drainage system will be designed to treat 1" water quality volume and provide 44% TSS removal prior to discharge to an infiltration device. The SMS will be designed with deep-sump hooded catch basins, hydrodynamic separators, and infiltration chambers equipped with isolator rows to provide 44% TSS removal prior to recharge.

**Standard 6**

*Stormwater discharges within the Zone II or Interim Wellhead Protection Area of a public water supply, and stormwater discharges near or to any other critical area, require the use of the specific source control and pollution prevention measures and the specific structural*

*stormwater best management practices determined by the Department to be suitable for managing discharges to such areas, as provided in the Massachusetts Stormwater Handbook. A discharge is near a critical area if there is a strong likelihood of a significant impact occurring to said area, taking into account site-specific factors. Stormwater discharges to Outstanding Resource Waters and Special Resource Waters shall be removed and set back from the receiving water or wetland and receive the highest and best practical method of treatment. A "storm water discharge" as defined in 314 CMR 3.04(2)(a)1 or (b) to an Outstanding Resource Water or Special Resource Water shall comply with 314 CMR 3.00 and 314 CMR 4.00. Stormwater discharges to a Zone I or Zone A are prohibited unless essential to the operation of a public water supply.*

The project development is located adjacent to several Zone I's and located within the Interim Wellhead Protection Area. The drainage system will be designed to treat 1" water quality volume and provide 44% TSS removal prior to discharge to an infiltration device. The SMS will be designed with deep-sump hooded catch basins, hydrodynamic separators, and infiltration chambers equipped with isolator rows to provide 44% TSS removal prior to recharge.

The existing southerly fire pond will be located within a Zone 1 to the proposed drinking water supply well. As such, this pond is no longer considered as part of the stormwater management system. It will continue to perform its function as a fire pond and the receiving water body for the outlets from the proposed SMS.

**Standard 7**

*A redevelopment project is required to meet the following Stormwater Management Standards only to the maximum extent practicable: Standard 2, Standard 3, and the pretreatment and structural best management practice requirements of Standards 4, 5, and 6. Existing stormwater discharges shall comply with Standard 1 only to the maximum extent practicable. A redevelopment project shall also comply with all other requirements of the Stormwater Management Standards and improve existing conditions.*

The project is considered a mix of redevelopment and new development. Under existing conditions, there is approximately 274,710 sf of existing impervious surfaces (pavement/roof). Under proposed conditions, the project will have a total of 377,668 sf of impervious surface area, therefore a net increase of 102,958 sf. Per the Massachusetts Stormwater Handbook, the project is only required to recharge the increase in impervious surface above existing conditions. The main access road and the existing parking area associated with the office park along the front portion of the site will be considered redevelopment and is required to meet the Stormwater Management Standards to the maximum extent practicable and provide an improvement over existing conditions. Stormwater from portions of the proposed clubhouse roof, the clubhouse parking area, and the clubhouse amenity area which drain towards the front wet basin/fire pond will be

improved using a proprietary water quality treatment device (Contech CDS 2015-4). The overall impervious area to the front wet basin/fire pond will be reduced.

All runoff from the remaining impervious areas will be collected by the proposed closed drainage system and will be directed into one of two (2) sub-surface infiltration system. The proposed sub-surface infiltration systems have also been designed to recharge for the impervious area from the front portion of the site.

**Standard 8**

*A plan to control construction-related impacts including erosion, sedimentation and other pollutant sources during construction and land disturbance activities (construction period erosion, sedimentation, and pollution prevention plan) shall be developed and implemented.*

A plan to control construction-related impacts, including erosion, sedimentation and other pollutant sources during construction and land disturbance activities will be developed. The proponent will prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) prior to commencement of construction activities that will result in the disturbance of one acre of land or more.

**Standard 9**

*A long-term operation and maintenance plan shall be developed and implemented to ensure that stormwater management systems function as designed.*

A Long-Term Operation & Maintenance (O&M) Plan has been developed for the proposed stormwater management system and is included within this document. See Appendix I of this report.

**Standard 10**

*All illicit discharges to the stormwater management system are prohibited.*

There are no expected illicit discharges to the stormwater management system. The applicant will submit the Illicit Discharge Compliance Statement prior to the discharge of stormwater runoff to the post-construction stormwater best management practices and prior to the issuance of a Certificate of Compliance.

See the next page for the MassDEP Stormwater Checklist.

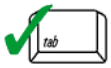
# MassDEP Stormwater Checklist

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Wetlands Program

# Checklist for Stormwater Report

## A. Introduction

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



A Stormwater Report must be submitted with the Notice of Intent permit application to document compliance with the Stormwater Management Standards. The following checklist is NOT a substitute for the Stormwater Report (which should provide more substantive and detailed information) but is offered here as a tool to help the applicant organize their Stormwater Management documentation for their Report and for the reviewer to assess this information in a consistent format. As noted in the Checklist, the Stormwater Report must contain the engineering computations and supporting information set forth in Volume 3 of the Massachusetts Stormwater Handbook. The Stormwater Report must be prepared and certified by a Registered Professional Engineer (RPE) licensed in the Commonwealth.

The Stormwater Report must include:

- The Stormwater Checklist completed and stamped by a Registered Professional Engineer (see page 2) that certifies that the Stormwater Report contains all required submittals.[1] This Checklist is to be used as the cover for the completed Stormwater Report.
- Applicant/Project Name
- Project Address
- Name of Firm and Registered Professional Engineer that prepared the Report
- Long-Term Pollution Prevention Plan required by Standards 4-6
- Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan required by Standard 8[2]
- Operation and Maintenance Plan required by Standard 9

In addition to all plans and supporting information, the Stormwater Report must include a brief narrative describing stormwater management practices, including environmentally sensitive site design and LID techniques, along with a diagram depicting runoff through the proposed BMP treatment train. Plans are required to show existing and proposed conditions, identify all wetland resource areas, NRCS soil types, critical areas, Land Uses with Higher Potential Pollutant Loads (LUHPPL), and any areas on the site where infiltration rate is greater than 2.4 inches per hour. The Plans shall identify the drainage areas for both existing and proposed conditions at a scale that enables verification of supporting calculations.

As noted in the Checklist, the Stormwater Management Report shall document compliance with each of the Stormwater Management Standards as provided in the Massachusetts Stormwater Handbook. The soils evaluation and calculations shall be done using the methodologies set forth in Volume 3 of the Massachusetts Stormwater Handbook.

To ensure that the Stormwater Report is complete, applicants are required to fill in the Stormwater Report Checklist by checking the box to indicate that the specified information has been included in the Stormwater Report. If any of the information specified in the checklist has not been submitted, the applicant must provide an explanation. The completed Stormwater Report Checklist and Certification must be submitted with the Stormwater Report.

[1] The Stormwater Report may also include the Illicit Discharge Compliance Statement required by Standard 10. If not included in the Stormwater Report, the Illicit Discharge Compliance Statement must be submitted prior to the discharge of stormwater runoff to the post-construction best management practices.

[2] For some complex projects, it may not be possible to include the Construction Period Erosion and Sedimentation Control Plan in the Stormwater Report. In that event, the issuing authority has the discretion to issue an Order of Conditions that approves the project and includes a condition requiring the proponent to submit the Construction Period Erosion and Sedimentation Control Plan before commencing any land disturbance activity on the site.

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Wetlands Program

# Checklist for Stormwater Report

## B. Stormwater Checklist and Certification

The following checklist is intended to serve as a guide for applicants as to the elements that ordinarily need to be addressed in a complete Stormwater Report. The checklist is also intended to provide conservation commissions and other reviewing authorities with a summary of the components necessary for a comprehensive Stormwater Report that addresses the ten Stormwater Standards.

*Note:* Because stormwater requirements vary from project to project, it is possible that a complete Stormwater Report may not include information on some of the subjects specified in the Checklist. If it is determined that a specific item does not apply to the project under review, please note that the item is not applicable (N.A.) and provide the reasons for that determination.

A complete checklist must include the Certification set forth below signed by the Registered Professional Engineer who prepared the Stormwater Report.

## Registered Professional Engineer's Certification

I have reviewed the Stormwater Report, including the soil evaluation, computations, Long-term Pollution Prevention Plan, the Construction Period Erosion and Sedimentation Control Plan (if included), the Long-term Post-Construction Operation and Maintenance Plan, the Illicit Discharge Compliance Statement (if included) and the plans showing the stormwater management system, and have determined that they have been prepared in accordance with the requirements of the Stormwater Management Standards as further elaborated by the Massachusetts Stormwater Handbook. I have also determined that the information presented in the Stormwater Checklist is accurate and that the information presented in the Stormwater Report accurately reflects conditions at the site as of the date of this permit application.

Registered Professional Engineer Block and Signature

Signature and Date

## Checklist

**Project Type:** Is the application for new development, redevelopment, or a mix of new and redevelopment?

☐ New development

☐ Redevelopment

☒ Mix of New Development and Redevelopment

# Checklist for Stormwater Report

## Checklist (continued)

**LID Measures:** Stormwater Standards require LID measures to be considered. Document what environmentally sensitive design and LID Techniques were considered during the planning and design of the project:

- ☐ No disturbance to any Wetland Resource Areas
- ☐ Site Design Practices (e.g. clustered development, reduced frontage setbacks)
- ☐ Reduced Impervious Area (Redevelopment Only)
- ☒ Minimizing disturbance to existing trees and shrubs
- ☐ LID Site Design Credit Requested:
  - ☐ Credit 1
  - ☐ Credit 2
  - ☐ Credit 3
- ☐ Use of "country drainage" versus curb and gutter conveyance and pipe
- ☐ Bioretention Cells (includes Rain Gardens)
- ☐ Constructed Stormwater Wetlands (includes Gravel Wetlands designs)
- ☐ Treebox Filter
- ☐ Water Quality Swale
- ☐ Grass Channel
- ☐ Green Roof
- ☐ Other (describe): _____

**Standard 1: No New Untreated Discharges**

- ☒ No new untreated discharges
- ☒ Outlets have been designed so there is no erosion or scour to wetlands and waters of the Commonwealth
- ☐ Supporting calculations specified in Volume 3 of the Massachusetts Stormwater Handbook included.

# Checklist for Stormwater Report

## Checklist (continued)

**Standard 2: Peak Rate Attenuation**

☐ Standard 2 waiver requested because the project is located in land subject to coastal storm flowage and stormwater discharge is to a wetland subject to coastal flooding.

☐ Evaluation provided to determine whether off-site flooding increases during the 100-year 24-hour storm.

☒ Calculations provided to show that post-development peak discharge rates do not exceed pre-development rates for the 2-year and 10-year 24-hour storms. If evaluation shows that off-site flooding increases during the 100-year 24-hour storm, calculations are also provided to show that post-development peak discharge rates do not exceed pre-development rates for the 100-year 24-hour storm.

**Standard 3: Recharge**

☒ Soil Analysis provided.

☒ Required Recharge Volume calculation provided.

☐ Required Recharge volume reduced through use of the LID site Design Credits.

☒ Sizing the infiltration, BMPs is based on the following method: Check the method used.

☐ Static ☒ Simple Dynamic ☐ Dynamic Field[1]

☒ Runoff from all impervious areas at the site discharging to the infiltration BMP.

☐ Runoff from all impervious areas at the site is *not* discharging to the infiltration BMP and calculations are provided showing that the drainage area contributing runoff to the infiltration BMPs is sufficient to generate the required recharge volume.

☒ Recharge BMPs have been sized to infiltrate the Required Recharge Volume.

☐ Recharge BMPs have been sized to infiltrate the Required Recharge Volume *only* to the maximum extent practicable for the following reason:

- ☐ Site is comprised solely of C and D soils and/or bedrock at the land surface
- ☐ M.G.L. c. 21E sites pursuant to 310 CMR 40.0000
- ☐ Solid Waste Landfill pursuant to 310 CMR 19.000
- ☐ Project is otherwise subject to Stormwater Management Standards only to the maximum extent practicable.

☒ Calculations showing that the infiltration BMPs will drain in 72 hours are provided.

☐ Property includes a M.G.L. c. 21E site or a solid waste landfill and a mounding analysis is included.

[1] 80% TSS removal is required prior to discharge to infiltration BMP if Dynamic Field method is used.

# Checklist for Stormwater Report

## Checklist (continued)

**Standard 3: Recharge** (continued)

☐ The infiltration BMP is used to attenuate peak flows during storms greater than or equal to the 10-year 24-hour storm and separation to seasonal high groundwater is less than 4 feet and a mounding analysis is provided.

☐ Documentation is provided showing that infiltration BMPs do not adversely impact nearby wetland resource areas.

**Standard 4: Water Quality**

The Long-Term Pollution Prevention Plan typically includes the following:

- Good housekeeping practices;
- Provisions for storing materials and waste products inside or under cover;
- Vehicle washing controls;
- Requirements for routine inspections and maintenance of stormwater BMPs;
- Spill prevention and response plans;
- Provisions for maintenance of lawns, gardens, and other landscaped areas;
- Requirements for storage and use of fertilizers, herbicides, and pesticides;
- Pet waste management provisions;
- Provisions for operation and management of septic systems;
- Provisions for solid waste management;
- Snow disposal and plowing plans relative to Wetland Resource Areas;
- Winter Road Salt and/or Sand Use and Storage restrictions;
- Street sweeping schedules;
- Provisions for prevention of illicit discharges to the stormwater management system;
- Documentation that Stormwater BMPs are designed to provide for shutdown and containment in the event of a spill or discharges to or near critical areas or from LUHPPL;
- Training for staff or personnel involved with implementing Long-Term Pollution Prevention Plan;
- List of Emergency contacts for implementing Long-Term Pollution Prevention Plan.

☒ A Long-Term Pollution Prevention Plan is attached to Stormwater Report and is included as an attachment to the Wetlands Notice of Intent.

☒ Treatment BMPs subject to the 44% TSS removal pretreatment requirement and the one inch rule for calculating the water quality volume are included, and discharge:

- ☒ is within the Zone II or Interim Wellhead Protection Area
- ☒ is near or to other critical areas
- ☒ is within soils with a rapid infiltration rate (greater than 2.4 inches per hour)
- ☒ involves runoff from land uses with higher potential pollutant loads.

☐ The Required Water Quality Volume is reduced through use of the LID site Design Credits.

☒ Calculations documenting that the treatment train meets the 80% TSS removal requirement and, if applicable, the 44% TSS removal pretreatment requirement, are provided.

# Checklist for Stormwater Report

## Checklist (continued)

**Standard 4: Water Quality** (continued)

☒ The BMP is sized (and calculations provided) based on:

- ☒ The ½" or 1" Water Quality Volume or
- ☐ The equivalent flow rate associated with the Water Quality Volume and documentation is provided showing that the BMP treats the required water quality volume.

☒ The applicant proposes to use proprietary BMPs, and documentation supporting use of proprietary BMP and proposed TSS removal rate is provided. This documentation may be in the form of the propriety BMP checklist found in Volume 2, Chapter 4 of the Massachusetts Stormwater Handbook and submitting copies of the TARP Report, STEP Report, and/or other third party studies verifying performance of the proprietary BMPs.

☐ A TMDL exists that indicates a need to reduce pollutants other than TSS and documentation showing that the BMPs selected are consistent with the TMDL is provided.

**Standard 5: Land Uses With Higher Potential Pollutant Loads (LUHPPLs)**

☐ The NPDES Multi-Sector General Permit covers the land use and the Stormwater Pollution Prevention Plan (SWPPP) has been included with the Stormwater Report.

☐ The NPDES Multi-Sector General Permit covers the land use and the SWPPP will be submitted ***prior to*** the discharge of stormwater to the post-construction stormwater BMPs.

☐ The NPDES Multi-Sector General Permit does ***not*** cover the land use.

☐ LUHPPLs are located at the site and industry specific source control and pollution prevention measures have been proposed to reduce or eliminate the exposure of LUHPPLs to rain, snow, snow melt and runoff, and been included in the long term Pollution Prevention Plan.

☐ All exposure has been eliminated.

☐ All exposure has ***not*** been eliminated and all BMPs selected are on MassDEP LUHPPL list.

☒ The LUHPPL has the potential to generate runoff with moderate to higher concentrations of oil and grease (e.g. all parking lots with >1000 vehicle trips per day) and the treatment train includes an oil grit separator, a filtering bioretention area, a sand filter or equivalent.

**Standard 6: Critical Areas**

☒ The discharge is near or to a critical area and the treatment train includes only BMPs that MassDEP has approved for stormwater discharges to or near that particular class of critical area.

☒ Critical areas and BMPs are identified in the Stormwater Report.

# Checklist for Stormwater Report

## Checklist (continued)

**Standard 7: Redevelopments and Other Projects Subject to the Standards only to the maximum extent practicable**

☒ The project is subject to the Stormwater Management Standards only to the maximum Extent Practicable as a:

- ☐ Limited Project
- ☐ Small Residential Projects: 5-9 single family houses or 5-9 units in a multi-family development provided there is no discharge that may potentially affect a critical area.
- ☐ Small Residential Projects: 2-4 single family houses or 2-4 units in a multi-family development with a discharge to a critical area
- ☐ Marina and/or boatyard provided the hull painting, service and maintenance areas are protected from exposure to rain, snow, snow melt and runoff
- ☐ Bike Path and/or Foot Path
- ☐ Redevelopment Project
- ☒ Redevelopment portion of mix of new and redevelopment.

☐ Certain standards are not fully met (Standard No. 1, 8, 9, and 10 must always be fully met) and an explanation of why these standards are not met is contained in the Stormwater Report.

☒ The project involves redevelopment and a description of all measures that have been taken to improve existing conditions is provided in the Stormwater Report. The redevelopment checklist found in Volume 2 Chapter 3 of the Massachusetts Stormwater Handbook may be used to document that the proposed stormwater management system (a) complies with Standards 2, 3 and the pretreatment and structural BMP requirements of Standards 4-6 to the maximum extent practicable and (b) improves existing conditions.

**Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control**

A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan must include the following information:

- Narrative;
- Construction Period Operation and Maintenance Plan;
- Names of Persons or Entity Responsible for Plan Compliance;
- Construction Period Pollution Prevention Measures;
- Erosion and Sedimentation Control Plan Drawings;
- Detail drawings and specifications for erosion control BMPs, including sizing calculations;
- Vegetation Planning;
- Site Development Plan;
- Construction Sequencing Plan;
- Sequencing of Erosion and Sedimentation Controls;
- Operation and Maintenance of Erosion and Sedimentation Controls;
- Inspection Schedule;
- Maintenance Schedule;
- Inspection and Maintenance Log Form.

☒ A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan containing the information set forth above has been included in the Stormwater Report.

# Checklist for Stormwater Report

## Checklist (continued)

**Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control** (continued)

☐ The project is highly complex and information is included in the Stormwater Report that explains why it is not possible to submit the Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan with the application. A Construction Period Pollution Prevention and Erosion and Sedimentation Control has ***not*** been included in the Stormwater Report but will be submitted ***before*** land disturbance begins.

☐ The project is ***not*** covered by a NPDES Construction General Permit.

☐ The project is covered by a NPDES Construction General Permit and a copy of the SWPPP is in the Stormwater Report.

☒ The project is covered by a NPDES Construction General Permit but no SWPPP been submitted. The SWPPP will be submitted BEFORE land disturbance begins.

**Standard 9: Operation and Maintenance Plan**

☒ The Post Construction Operation and Maintenance Plan is included in the Stormwater Report and includes the following information:

- ☒ Name of the stormwater management system owners;
- ☒ Party responsible for operation and maintenance;
- ☒ Schedule for implementation of routine and non-routine maintenance tasks;
- ☒ Plan showing the location of all stormwater BMPs maintenance access areas;
- ☐ Description and delineation of public safety features;
- ☒ Estimated operation and maintenance budget; and
- ☒ Operation and Maintenance Log Form.

☐ The responsible party is ***not*** the owner of the parcel where the BMP is located and the Stormwater Report includes the following submissions:

- ☐ A copy of the legal instrument (deed, homeowner's association, utility trust or other legal entity) that establishes the terms of and legal responsibility for the operation and maintenance of the project site stormwater BMPs;
- ☐ A plan and easement deed that allows site access for the legal entity to operate and maintain BMP functions.

**Standard 10: Prohibition of Illicit Discharges**

☐ The Long-Term Pollution Prevention Plan includes measures to prevent illicit discharges;

☐ An Illicit Discharge Compliance Statement is attached;

☒ NO Illicit Discharge Compliance Statement is attached but will be submitted ***prior to*** the discharge of any stormwater to post-construction BMPs.

# SECTION 5.0
# WAIVERS

## 5.1 WAIVERS

Application for a Comprehensive Permit through the Zoning Board of Appeals (Section 6.1.1.) requires an Applicant to comply with all local requirements and regulations including local codes, ordinances, Bylaws or regulations unless and exemption or variance is requested and listed in the application or modification to the application. This will include, but not limited to:

- Town of Bolton Bylaws;
- Planning Board Rules and Regulations;
- Conservation Commission Rules and Regulations;
- Rules and Regulations of the Board of Health.

The Applicant's requested waivers are based on the Plans entitled "Preliminary Application for Comprehensive Permit ALTA Nashoba Valley 580 Main Street Bolton, MA dated September 10, 2021 prepared by Allen & Major Associates, Inc. ("Site Development Plans").

**Wetlands Bylaw**

- Section 1.18 Wetlands Bylaw
  The proposed development will be done in accordance with the Wetlands Protection Act. The Applicant requests a waiver from this bylaw in its entirety with specificity to the sections outlined below:
  - Section 1.18.2 – Jurisdiction
    "…and land within twenty-five (25') of the [above] resource areas . . . and adjacent upland resource areas (collectively the "adjacent upland resource areas". "Adjacent upland resource areas shall include all lands within seventy-five feet (75') protected under this bylaw)".
  - Section 1.18.4 – Applications for Wetlands Bylaw permit and Requests for Determination

**Wetlands Bylaw Regulations**

The proposed development will be done in accordance with the Wetlands Protection Act. The Applicant requests a waiver from this bylaw in its entirety with specificity to the sections outlined below:

- Section 1.02 – Jurisdiction
  - (1) Resource Areas Under the Bylaw.
  - (2) Activities Regulated by the Commission
    - (a) Alteration of Resource Area under the bylaw
- Section 1.05 – Definitions
  - Adjacent Upland Resource Area
  - Land Subject to Flooding or Inundation by Groundwater or Surfacewater

- Part Three: Performance Standards for Areas Protected Under the Bylaw
- Part Four: Filing and Site Visit Requirements
    - Section 4.02 – Filing Fees

**Board of Health Regulations, Protection to Groundwater**

It is the applicant's opinion that the Zoning Board of Appeals as the authority having jurisdiction over Comprehensive Permits can duly issue this local permit in lieu of a permit issued through the Board of Health.

The proposed development will be done in accordance with the MassDEP Groundwater Discharge Permit program requirements for siting and design. The Applicant requests a waiver from these regulations in their entirety with specificity to the sections outlined below:

- Section 1.11.2 Performance Standards, d)
  Applicant requests a waiver from this section in its entirety as the underground tanks located onsite shall be subject to MassDEP permitting review and inspection requirements for wastewater and drinking water supply.
- Section 1.11.2 Performance Standards, g)
  Applicant requests a waiver from this section in its entirety. An erosion and sediment control plan shall be implemented in conformance with the regulations of the EPA NPDES program and the Wetlands Protection Act requirements for erosion protection.

**Board of Health Regulations, Requirements for the subsurface Disposal of Sanitary Sewage**

The proposed development will be done in accordance with the MassDEP Groundwater Discharge Permit program requirements for siting and design. The Applicant requests a waiver from this regulation in its entirety with specificity to the sections outlined below:

- Regulation 4: Distances
  Applicant requests a waiver from this section in its entirety. Setback distances for onsite sewage treatment shall be dictated by the setbacks published by MassDEP imposed in conjunction with the issuance of a Groundwater Discharge Permit (WP 79 or other).

**Board of Health Regulations, Well Regulations**

The proposed development will be done in accordance with the MassDEP Public Water Supply program requirements for siting and design. The Applicant requests a waiver from this local regulation in its entirety.

**Subdivision Rules and Regulations**

The application does not constitute a subdivision of land, however, the Applicant requests a waiver from the entirety of the Subdivision Rules and Regulations with specificity to the sections outlined below as may be applicable to site design elements:

- Section 5230.3 Stormwater Management
  - 10.f All drains line shall be reinforced concrete (Class three or stronger) and a minimum of 12 inches in diameter and should be laid on a slope of not less than 0.5%.
  - 10.g. The minimum earth cover on top of drain lines and culvert pipes is three feet.
  - 10.h. Where applicable backwater effects shall be taken into account in the design of the storm drain system.
- Section 6000.0 Construction Specifications

**Bolton Code, Chapter 147 Groundwater Protection**

It is the applicant's opinion that the Zoning Board of Appeals as the authority having jurisdiction over Comprehensive Permits can duly issue this local permit in lieu of a permit issued through the Board of Health.

**Bolton Code, Chapter 250, Zoning**

- §250-12, Schedule of Permitted Uses
  - Applicant requests a waiver so that residential use is allowed within the Limited Business District as shown on the Site Development Plans.
- §250-13, Dimensional Regulations, C. One building per lot.
  - Applicant requests the four residential structures, clubhouse, mail center, garages and other necessary buildings as shown on the Site Development Plans be permitted to be located on a single lot.
- §250-13, Dimensional Regulations, F. Building Height (2).
  - Applicant requests a waiver from building height restrictions and calculations to construct the four three-story residential structures with heights as shown on the architectural elevation drawings as prepared by Market Square Architects dated September 10, 2021.
- §250-17, Driveways and Parking, C. Parking. (7) Schedule of Minimum Parking
  - Residential use parking demand is not specified on the Schedule of Minimum Parking. The Applicant requests a waiver from the parking section that requires "the most nearly comparable use specified shall apply" to provide parking as shown on the Site Development Drawings and based on the applicant's experience in residential development.
- §250-17, Driveways and Parking, C. Parking. (11) Standard Parking Dimensional Regulations

- Applicant requests a waiver in providing an additional 2 feet where parking abuts a sidewalk.

- §250-17, Driveways and Parking, C. Parking. (12) Off-Street Parking and Loading Area Design Requirements, (b) Setbacks.
  - Applicant requests a waiver to provide parking less than 10 feet to a proposed side lot line.
- §250-17, Driveways and Parking, C. Parking. (12) Off-Street Parking and Loading Area Design Requirements, (d) Perimeter Landscaping Requirements.
  - Applicant requests a waiver from the requirement of a 10 foot wide perimeter buffer strip for the common lot line with the lot at 580 Main Street.
- §250-17, Driveways and Parking, C. Parking. (12) Off-Street Parking and Loading Area Design Requirements, (e) Interior Landscaping Requirements.
  - Applicant requests a waiver form this section in its entirety to provide parking fields as shown on the Site Development Plans with landscaping as shown on the project landscape drawings.
- §250-18, Sign Regulations,
  - Applicant requests acceptance of the site signage location as shown on the Site Development Drawings as part of any Comprehensive Permit issued by the Zoning Board of Appeals in lieu of permit issued by the Board of Selectmen.
- §250-18, Sign Regulations, A
  - Applicant requests waiver to provide signage in excess of 36 square feet.
- §250-19.1, Firefighting Water Supply, B
  - Applicant requests a waiver on requirement of approval of a firefighting system via the Planning Board. The system approval shall be incorporated into the Comprehensive Permit as issued by the Bolton Zoning Board of Appeals upon consultation with the Bolton Fire Department. Final system design shall be subject to issue of a Building Permit subsequent to full review of the Fire Protection systems by the Bolton Fire Department.
- §250-23, Business, Commercial, and Industrial Regulations
  - Applicant requests a waiver from this section in its entirety for any applicable design standards for lots within the Limited Business District with overlays.
- §250-23.2, Mixed Use Village Overlay District
  - Applicant requests a waiver from this section in its entirety for any applicable design standards for lots within the Mixed Use Village Overlay District.

**Zoning Board of Appeals Rules & Regulations**

- Section 6.3.18
  - Applicant requests a waiver from including preliminary foundation plan, wall sections, electrical, plumbing and mechanical plans. These plans will be

included as part of the construction set, which will be submitted for the Building Permit.

- Section 6.3.26
  - Applicant requests a waiver from providing the funding source information, projections, and market projections with the application. This information will be provided during the permitting process with the Town.
- Section 6.3.29
  - Applicant requests a waiver from providing "corporate articles of organization of the applicant …stating that the applicant is registered as a non-profit, or a limited dividend, corporation" with this application. This information will be provided during the permitting process with the Town.
- Section 6.3.31
  - Applicant requests a waiver from providing a detail narrative statement of the impact of the project on town services, including a specific quantitative projection of the impact on schools, traffic, transportation, recreation, open space, roads and road maintenance, solid waste, police and safety services and utilities (including water, electric and natural gas) with this application. This information will be provided during the permitting process with the Town.

The Applicant reserves the right to amend or modify the list of requested waivers as the project moves through review with the Zoning Board of Appeals and may request such waivers from any additional local bylaws or regulations in order to build the Project as shown on the Site Development Plans.

## 5.2 1986 SPECIAL PERMIT CONDITIONS

The existing business park received a limited Business Special Permit from the Board of Selectmen on October 25, 1986. The permit was issued to the Flatley Company for a 100,000 sf office building. The permit had several conditions/agreements identified which include the following:

1. The owner and all future tenants shall grant access to and parking for the Bolton Fair. All access roads to the property and all parking lots on the property shall be available one weekend per year Friday evening through Sunday evening for the conduct of the Bolton Fair on surrounding town property. The Owner and tenants will be notified of the exact dates of the Bolton Fair after those dates have been set;
2. The owner shall provide the Town of Bolton access to surrounding town land. To the east an emergency access from the parking lots or roadways will be provided with access to the crossing at the existing culvert. To the west, a permanent access from the driveway to the wooden town building and its surrounding land

will be provided. All such access ways shall be as shown on the plan submitted in the special permit process and may be relocated at the discretion of the property owner;

3. The owner shall complete a study design for an appropriate traffic study for the Town of Bolton. The owner shall also make a financial contribution to the Route 117 corridor traffic study of not less than half of the study's cost not covered by State or Federal funds, but in no event to exceed $20,000.00. The Selectmen shall determine the type and scope of study and the start date of the study. The Selectmen shall issue a statement of compliance suitable for recording upon completion of the obligation imposed in this paragraph;
4. The owner of the facility will require the establishment of tenant programs in transportation systems management as approved by the Metropolitan Area Planning Council. The program's purpose shall be to minimize the auto traffic in and out of the facility during peak hours. The program should include as a minimum consideration of flexible working hours and carpool incentives;
5. The owner shall maintain a 60-ft wide corridor from buildings along the entire east and west boundaries of the property in anticipation of a Bolton By-pass as may be determined by the Selectmen in the future. Owner agrees to relocate site driveways as required to be harmonious with the proposed By-pass. This provision shall be deemed terminated when the Town of Bolton completes any taking required at the time the By-pass is constructed and in any event this provision shall be deemed excised from this special permit if and when the anticipated By-pass is located on the property other than the subject premises. The Selectmen shall issue a Certificate suitable for recording attesting to the excise of this paragraph from the special permit when the terms of this paragraph warrant same;
6. The construction of the building and access roadways shall not restrict access to the existing pond. The owner shall designate a public access way not less than 10-ft in width from Route 117 to the presently existing pond for public access to the pond for fishing and other recreational uses. An area forty (40) feet in width from the edge of the presently existing pond shall be reserved for public fishing and recreation use and may be maintained and/or improved by the Town of Bolton. The owner shall have the right to relocate said public access way provided that the public access to the pond is not unreasonably impaired thereby;
7. No trash from the proposed facility shall be taken to the Bolton landfill;
8. It is the understanding of the Selectmen and the owner that any expansion is limited to an additional 100,000 square feet per agreement of the Town and the owner during the 1986 special permit process. A new special permit would be required for any such expansion.

The applicant hereby requests that these conditions which did not have a sunset provision when enacted under the original permit and were subject to the originating parcel either be extinguished in their entirety as part of the Comprehensive Permit issued in due course or otherwise be pertinent to the remaining portion of the land only (identified as Lot 1 on the Conceptual Property Line Modification Plan) if applicable.

# APPENDIX A
## SUPPORT DOCUMENTS TO COMPREHENSIVE PERMIT APPLICATION

# APPLICATION FOR HEARING

# TOWN OF BOLTON
# BOARD OF APPEALS

Town Hall, 663 Main Street, Bolton MA 01740
Phone 978-779-3308 Fax 978-779-5461

*Filed with the Town Clerk on:*

_____

_____
TOWN CLERK

## APPLICATION FOR HEARING

***PART I. Background Information (Provided by Applicant to the Town Clerk):***

| | |
|---|---|
| **Applicant/Petitioner:** | Limited dividend affiliate of WP East Acquisitions, LLC |
| **Address of applicant:** | 91 Hartwell Ave<br>Lexington, MA 02421 |
| **Applicant is:** | □-Owner □-Tenant<br>□-Licensee **X-Prospective Buyer** |
| **Property address:** | 580 Main Street<br>Bolton, MA 01740 |
| **Assessor Map/Parcel Number of property** | 004.C-0000-0024.0 |
| **Deed reference(s):** | Book 49223 Page 19 |
| **Owner name (if person other than applicant)** | Bolton Office Park LLC |
| **Owner address:** | 100 Grandview Rd, Suite 312<br>Braintree, MA 02184 |
| **Owner telephone number:** | |
| **Application & all other materials and fee for:** | □-Variance, $100 + $6 per abutter on certified abutters list<br>□-Special Permit, $100 + $6 per abutter on certified abutters list<br>□-Appeal of Decision, $100<br>**X-Comprehensive Permit**<br>Administrative Fee - $500.00<br>Consultant Review Fee - $5,000 plus $100/unit<br>□-Amend Existing Decision ($100 + $6 per abutter for special permits and variances; $500 administrative fee for comprehensive permits if change(s) are deemed substantial. If necessary, additional consultant review fee determined by ZBA) |

| | |
|---|---|
| **Description of problem for which relief is sought:** | |
| **Applicable section(s) of Zoning Bylaws or other reference for consideration by Board of Appeals:** | |
| **Justification for request:** (attach additional information if necessary) | |

The undersigned certifies that he/she has read and examined this application and the Bolton Zoning Board of Appeals Rules and Regulations, and that the proposed project is accurately represented in the statements made in this application.

I hereby request a hearing before the Board of Appeals with reference to the above application.

Property Owner's Signature (REQUIRED) — Date: 10/4/21

Property Owner's Signature (REQUIRED) — Date: 10/4/21

Applicant's Signature (if different from owner) — Date: 10/4/21

**This form, completed by the applicant, must accompany the pertinent application materials (see sections 4, 5, or 6 of the Zoning Board of Appeals Rules and Regulations) to comprise a complete application.**

**This application will be reviewed by the Board of Appeals. An application found to be incomplete upon receipt by the Board of Appeals may be returned to the applicant for completion and re-filing. The date of any re-filing shall be the date of the application.**

# TOWN OF BOLTON
# BOARD OF APPEALS

Town Hall, 663 Main Street, Bolton MA 01740
Phone 978-779-3308 Fax 978-779-5461

*Filed with the Town Clerk on:*

_____

_____
TOWN CLERK

## * FOR VARIANCE APPLICATIONS ONLY *

| | |
|---|---|
| **Applicant/Petitioner:** | |
| **Property address:** | |

**REQUIREMENTS TO BE MET FOR GRANTING VARIANCE**
**As set forth in M.G.L c.40A § 10 & Zoning Board of Appeals Rules & Regulations § 4.2**

**The Applicant shall explain how the following conditions are met:**

4.2.1 That there are circumstances that exist relating to the soil conditions, shape, or topography of the land or structures that uniquely affect such land or structures, but that do not affect generally the zoning district in which such land is located.

4.2.2 That literal enforcement of the provisions of the Bolton Zoning Bylaws would involve substantial hardship, financial or otherwise, to the applicant.

4.2.3 That the desired relief may be granted without substantial detriment to the public good.

4.2.4 That the desired relief may be granted without nullifying or substantially derogating from the intent and purpose of Bolton Zoning Bylaws.

# PROJECT ELIGIBILITY LETTER

Commonwealth of Massachusetts
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
Charles D. Baker, Governor ◆ Karyn E. Polito, Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

August 17, 2021

Mr. Robert Czekanski, Chair
Bolton Board of Selectmen
663 Main Street
Bolton, Massachusetts 01740

Mr. Jim Lambert
WP East Acquisitions, LLC
91 Hartwell Avenue
Lexington, Massachusetts 02421

RE: Alta Nashoba Valley, Bolton, Massachusetts
Determination of Project Eligibility under the Local Initiative Program (LIP)

Dear Messrs. Czekanski and Lambert:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed Alta Nashoba Valley project has been approved. This approval is based on your application that sets forth a plan for the development of 229 rental units. The proposed rents for the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

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

1. The proposed project appears generally eligible under the requirements of LIP, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Bolton housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;
6. The project sponsor and the development team meet the general eligibility standards of LIP;

7. The project sponsor has an executed Purchase and Sale agreement for the site.

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

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

As stated in the application, the Alta Nashoba Valley project will consist of 229 units, 58 of which will be affordable; all will be eligible for inclusion in the town's subsidized housing inventory. The affordable units will be marketed and rented to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

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

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans;*

2. Any changes to the application it has just reviewed and approved, including but not limited to alterations in unit mix, rents, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;

3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and

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

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

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

This letter shall expire two years from this date or on August 17, 2023, unless a comprehensive permit has been issued.

We congratulate the town of Bolton and WP East Acquisitions, LLC. on your efforts to work together to increase the town's supply of affordable housing. If you have any questions as you proceed with the project, please call Anna Dolmatch at 617-352-8958.

Sincerely,

Catherine Racer
Director

cc: Don Lowe, Town Administrator
Office of the Chief Counsel, DHCD

Enc.

RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, WP East Acquisitions, LLC acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the town of Bolton with a project cost examination.

Signature:_____

Name (print):_____

Date:_____

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

Alta Nashoba Valley, Bolton, Massachusetts

LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT

**Sponsor:**
WP East Acquisitions, LLC
91 Hartwell Avenue
Lexington, MA 02421

**Project Addresses:**
580 Main Street
Bolton, MA 01740

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

| Type of Unit | # of Units | # of Bdrms. | # of Baths | Gross SF | Utility Allowance | Maximum Rent |
|---|---|---|---|---|---|---|
| **Market Units** | 66<br>87<br>18 | 1<br>2<br>3 | 1<br>1 or 2<br>2 | 814<br>1,088<br>1,375 | N/A | $2,111<br>$2,431<br>$3,250 |
| **LIP Units** | 22<br>30<br>6 | 1<br>2<br>3 | 1<br>1 or 2<br>2 | 814<br>1,088<br>1,375 | | $1,445<br>$1,616<br>$1,763 |
| **Total Units** | 229 | | | | | |

# LIP APPLICATION

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

INSTRUCTIONS

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

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

Mail to:

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

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

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

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

Application Contents:

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

January 2016

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

## I. GENERAL INFORMATION

Community: **Bolton, MA**
Name of Development: **Alta Nashoba Valley**
Site Address: **580 Main Street**
Developer: **Limited Dividend affiliate of WP East Acquisitions, LLC**

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

2. Project Characteristics:
   - ☒ New Construction
   - ☐ Conversion
   - ☐ Rehabilitation
   - ☐ Other

3. Total Acres **32.4** Density of Project (units/acre) **7.1**

4. Unit Count:

| | |
|---|---|
| Total Number of Units | **229** |
| Market Rate | **171** |
| Affordable | **58** |

5. Unit Prices/Rents:

| | |
|---|---|
| Market Rate | **$2,394** |
| Affordable | **$1,566** |

Required Signatures for the Comprehensive Permit Project Application

Chief Executive Official of Municipality:

Signature: _____

Print Name: JONATHAN D KEEFE

Date: 5.24.21

Chair, Local Housing Partnership (if applicable):

Signature: _____

Print Name: _____

Date: _____

## II. COMMUNITY SUPPORT

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

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

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

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

Briefly explain the contributions: _____

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

_____
_____
_____.

# Select Board
## Bolton, Massachusetts

Town Hall, 663 Main Street, Bolton, MA 01740
Phone 978-779-2297 Fax 978-779-5461


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

Dear Ms. Murphy,

On behalf of the Town of Bolton Board of Selectmen, we are writing to express our support for the multifamily housing development being proposed by WP East Acquisitions, LLC (Wood Partners), "Alta Nashoba Valley", located at 580 Main Street in Bolton. Wood Partners is working collaboratively with the Select Board, other town boards and the community at-large on the appropriate project for the Town. The Town of Bolton is looking to increase its supply of affordable housing units to at least 10% of its year-round housing stock. Currently only 3.99% (or 69 units) of Bolton's housing is considered affordable according to Massachusetts General Laws c.40B, §20 through 23 ("Chapter 40B") and as listed on the State's SHI. Bolton faces several challenges in promoting affordable housing. These include no offering of municipal water or sewer, lack of applicable zoning and physical and environmental constraints that limit the amount of land that is developable and make development significantly more costly as well as a lack of public transportation, etc.

Bolton has historically been a small, rural town that is transforming into a more suburban bedroom community. This is largely a result of the significant growth that the Town has experienced over the past few decades as development pressures move west from Boston beyond the I-495 corridor. Escalating market prices for both the purchase and rental of housing have generated concerns that many long-term residents might be experiencing difficulties paying their taxes, maintaining their homes, or paying their rent. Many residents, particularly seniors, have few options other than to leave Bolton. Some children who grew up in town cannot find housing in which to raise their families.

We believe that for all the reasons listed above, the proposed Alta Nashoba Valley is a project worthy of moving forward and supporting as it contains the components to overcome the identified challenges to development in Town and offers a needed alternative housing type that is currently lacking. The Town looks forward to a thorough review of the project through the Zoning Board of Appeals process.

Regards,

Chairman, Board of Selectmen
Town of Bolton
Sincerely,

Jonathan Keep

Stan Wysocki

Robert Czekanski

## III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official
Name Board of Selectman (Robert Czekanski – Chairman)
Address 663 Main Street, Bolton, MA 01740
Phone (978) 779-2297
Email rczekanski@townofbolton.biz

Town Administrator/Manager
Name Don Lowe
Address 663 Main Street, Bolton, MA 01740
Phone (978) 779-2297
Email dlowe@townofbolton.com

City/Town Planner (if any)
Name Valerie Oorthuys
Address 663 Main Street, Bolton, MA 01740
Phone (978-779-3308
Email voorthuys@townofbolton.com

City/Town Counsel
Name _____
Address _____
Phone _____
Email _____

Chairman, Local Housing Partnership (if any)
Name _____
Address _____
Phone _____
Email _____

Community Contact Person for this project
Name _____
Address _____
Phone _____
Email _____

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

Developer
Name Limited Dividend affiliate of WP East Acquisitions, LLC
Address 91 Hartwell Ave, Lexington, MA 02421
Phone 617.780.8139
Email jim.lambert@woodpartners.com
Tax ID _____

Contractor
Name Limited Dividend affiliate of WP East Builders, LLC
Address 91 Hartwell Ave, Lexington, MA 02421
Phone 978.551.2058
Email jon.bertolami@woodpartners.com
Tax ID _____

Architect
Name Market Square Architects
Address 104 Congress Street, Suite 203, Portsmouth, NH 03801
Phone 603.294.9538
Email bbrown@marketsquarearchitects.com
Tax ID _____

Engineer
Name Allen & Major Associates, Inc.
Address 10 Main Street, Lakeville, MA 02347
Phone 508.923.1010
Email pcordeiro@allenmajor.com
Tax ID _____

Attorney
Name Goulston & Storrs
Address 400 Atlantic Ave, Boston, MA 02110
Phone 617.574.4123
Email dhorwitz@goulstonstorrs.com
Tax ID _____

Housing Consultant
Name _____
Address _____
Phone _____
Email _____
Tax ID _____

Marketing/Lottery Agent
Name Maloney Properties, Inc.
Address 27 Mica Lane, Wellesley, MA 02481
Phone 617-209-5250
Email jcostello@maloneyproperties.com
Tax ID _____

**TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS**

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

1. Developer:_Wood Partners/WP East Acquisitions, LLC

| Project Summary | Project #1 | Project #2 | Project #3 | Project #4 |
|---|---|---|---|---|
| Project Name: | Alta at River's Edge | Alta Revolution | Alta Clara at the Fells | Alta Union House |
| Community Address: | 490 Boston Post Rd Wayland, MA | 290 Revolution Dr Somerville, MA | 15 Executive Drive Stoneham, MA | 55 Concord St Framingham, MA |
| Housing Type: | Rental | Rental | Rental | Rental |
| Number of Units: | 218 | 329 | 261 | 196 |
| Total Development Costs: | $81.4 million | $140.4 million | $86.2 million | $57.1 million |
| Subsidy Program (if applicable): | None | None | None | None |
| Date Completed: | Under Construction | Under Construction | September 2020 | October 2019 |
| Reference: Name and Telephone #: | Sarkis Sarkisian 508-358-3778 | Sarah Lewis 617-625-6600 | Ron Bily 515-362-2240 | Erika Jerram 508-532-5455 |

2. Contractor:_Wood Partners / WP East Builders, LLC

| Project Summary | Project #1 | Project #2 | Project #3 | Project #4 |
|---|---|---|---|---|
| Project Name: | Alta at River's Edge | Alta Revolution | Alta Clara at the Fells | Alta Union House |
| Community Address: | 490 Boston Post Rd Wayland, MA | 290 Revolution Dr Somerville, MA | 15 Executive Drive Stoneham, MA | 55 Concord St Framingham, MA |
| Housing Type: | Rental | Rental | Rental | Rental |
| Number of Units: | 218 | 329 | 261 | 196 |
| Total Development Costs: | $81.4 million | $140.4 million | $86.2 million | $57.1 million |
| Subsidy Program (if applicable): | None | None | None | None |
| Date Completed: | Under Construction | Under Construction | September 2020 | October 2019 |
| Reference: Name and Telephone #: | Sarkis Sarkisian 508-358-3778 | Sarah Lewis 617-625-6600 | Ron Bily 515-362-2240 | Erika Jerram 508-532-5455 |

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? ☒ Yes ☐ No
If yes, please explain. **Wood Partners has successfully developed, owned and/or built 5 properties totaling 1,055 units under the 40B program. Project include Alta Easterly (Walpole), The Westerly at Forge Park (Franklin), The Slate at Andover (Andover), Alta Legacy Farms (Hopkinton), and Alta Indian Woods (Stoughton). An overview of Wood Partners has been attached to the end of the application.**

# Wood Partners Overview and Massachusetts Experience

Wood Partners is a fully integrated real estate company focused solely on the development of luxury apartment communities. We fulfill the roles of developer, general contractor and property manager on the majority of our development projects. Wood Partners is consistently ranked as a top 5 multifamily housing developer, for number of starts, by Multifamily Executive magazine, including the #3 ranking in 2020.

**National Infrastructure:** Wood Partners has the advantage of a national platform with over 680 professionals located in 20 offices operating properties in 20 states.

- In its history, Wood partners has developed over 67,000 units at a value of over $11.6 billion nationwide.
- In 2020 Wood Partners started 22 projects around the country, representing 5,178 units with a total capitalization of nearly $1.1 Billion.
- As of 12/31/19 Wood Partners had 37 projects under construction, 10,300 units, with a completed capitalization of $2.7 Billion.

**Local Expertise and Experience:** The Boston/MA office opened in 2008 and has completed construction on thirteen successful communities with two currently under construction. This represents over 3,300 units of housing developed and/or built and owned in MA.

| PROPERTY | ADDRESS | CITY/TOWN | UNITS | STATUS |
|---|---|---|---|---|
| Alta at Indian Woods | 3101 Stagecoach Rd | Stoughton | 154 | Built - 2010 |
| Everly | 14 Audubon Rd | Wakefield | 186 | Built - 2014 |
| Alta Brigham Square | 30 Mill Street | Arlington | 116 | Built - 2012 |
| Zinc | 22 Water Street | Cambridge | 392 | Built - 2015 |
| Alta at the Estate | 100 Woodview Way | Watertown | 155 | Built - 2014 |
| Alta Legacy Farms | 5 Woodview Way | Hopkinton | 240 | Built - 2013 |
| Alta Stone Place | 1000 Stone Place | Melrose | 212 | Built - 2014 |
| The Washingtons | Washington St | Melrose | 182 | Built - 2015 |
| The Slate at Andover | 50 Woodview Way | Andover | 224 | Built - 2016 |
| The Westerly at Forge Park | 50 Woodview Way | Franklin | 280 | Built - 2017 |
| Alta Easterly | 1100 Cricket Lane | Walpole | 157 | Built - 2018 |
| Alta Union House | 75 Concord Ave | Framingham | 196 | Built - 2019 |
| Alta Clara at the Fells | 15 Executive Drive | Stoneham | 261 | Built - 2020 |
| Alta Revoluton | 290 Revolution Dr | Somerville | 329 | Under Construction |
| Alta River's Edge | 490 Boston Post Road | Wayland | 218 | Under Construction |
| **TOTAL** | | | **3,302** | |

WOOD
PARTNERS

# 40B Experience

***WP East Acquisitions LLC/Wood Partners has owned and built the following 40B apartment communities.***

| PROPERTY | ADDRESS | TOWN | UNITS | STATUS | COST EXAMINATION |
|---|---|---|---|---|---|
| The Westerly at Forge Park | 50 Woodview Way | Franklin | 280 | Built - 2017 | Submitted |
| Alta Indian Woods | 3101 Stagecoach Rd | Stoughton | 154 | Built - 2010 | Submitted |
| Alta Legacy Farms | 5 Woodview Way | Hopkinton | 240 | Built - 2013 | Submitted |
| The Slate at Andover | 50 Woodview Way | Andover | 224 | Built - 2016 | Submitted |
| Alta Easterly | 1100 Cricket Lane | Walpole | 157 | Built - 2018 | Submitted |
| **TOTAL** | | | **1,055** | | |

WOOD
PARTNERS

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? ☐ Yes ☒ No
If yes, please explain. _____
_____
_____
_____.

DEVELOPER CERTIFICATION

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

Signature of Developer _____

Print Name: James Lambert

Date 5/5/21

## V. PROJECT INFORMATION

1. Type of Housing:

| | Total Number of Units |
|---|---|
| Single-Family House | |
| Condo | |
| Rental | 229 |
| Other | |

2. Total Number of Units Affordable: **58** Market: **171**

3. Project Style:

| | Total Number of Units |
|---|---|
| Detached single-family house | |
| Rowhouse/townhouse | |
| Duplex | |
| Multifamily house (3+ family) | |
| Multifamily rental building | **229** |
| Other (specify) | |

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

5. Estimate the percentage of the site used for:

Buildings **7.1%** Parking & Paved Areas 14.1%
Usable Open Space **32.7%** Unusable Open Space 46.1%

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

7. Sustainable Development Design and Green Building Practices

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

A. How will this development follow Sustainable Development Principles?
**The proposed development is consistent with multiple housing and economic development plans and strategies encouraged by the Town, including providing affordable housing and including the Site's zoning district. The Site is ideally located adjacent to Interstate 495 providing easy access to Boston and major employment and entertainment opportunities. The proposed project will take underutilized office space and excess parking lot and transform into a beautiful apartment community. The immediate area is comprised of single-family homes and retail. The current overlay zoning promotes multifamily housing. The development will bring needed diversity of rental housing stock including affordable housing opportunities for households earning up to 80% of the Area Median Income. The project will have the required ADA designated units and the**

**common areas and amenities will be accessible to all individuals. The proposed development will feature 25% of the total project (58 units) as affordable for households earning up to 80% of the Area Median Income. There will be ample bike storage on site. The proposed project will employ a full time property management, leasing and maintenance staff. The residents will have a mix of income levels and will bring a lot of residents with disposable income to the area who will further enhance spending in the local community and business.**

B. How will the project maximize energy efficiency and meet Energy Star Standards?

**Massachusetts utilizes the 2018 IECC (International Energy Conservation Code) which is the most stringent in the nation. The project will be designed to meet the Massachusetts Stretch Code requirements for energy efficiency (adopted by Bolton in 2016) which is 10% +/-more efficient than the IECC The project will feature Energy Star appliances, LEED lighting. Common area and exterior lighting will be on timers and motion sensors to minimize wasted use.**

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

**Low flow/flush Water Sense plumbing fixtures are specified as 1.28 GMP for toilets, 1.0 GPM for lavatory faucets, 1.5 kitchen faucets and 1.5 shower heads for a reduction in water usage of 30% compared to the baseline. The project will be 100% electric with is cleaner than natural gas. The heating system for the apartments will be electric air handlers with programmable thermostats that will help reduce the demands on utilities. All units will utilize MERV 8 air filters.**

8. Project Eligibility

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

☐ Yes ☒ No If yes, explain.

_____

_____

_____.

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

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? ☐ Yes ☒ No

If yes, explain.

_____

_____

_____.

10. Unit Composition

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

| Type of Unit | # of Units | # of Bdrms | # of Baths | Gross Sq. Ft. | # of Parking Spaces | Sales Price/ Rent | Condo Fee | Handicap Accessible |
|---|---|---|---|---|---|---|---|---|
| Affordable | 22 | 1 | 1 | 814 | _____ | $1445 | _____ | ☒ # 1 |
| | 30 | 2 | 1 or 2 | 1,088 | _____ | $1616 | _____ | ☒ # 1 |
| | 6 | 3 | 2 | 1,375 | _____ | $1763 | _____ | ☒ # 1 |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | ☐ # _____ |
| Market | 66 | 1 | 1 | 814 | _____ | $2111 | _____ | ☒ # 3 |
| | 87 | 2 | 1 or 2 | 1,088 | _____ | $2431 | _____ | ☒ # 5 |
| | 18 | 3 | 2 | 1,375 | _____ | $3250 | _____ | ☒ # 1 |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | ☐ # _____ |
| Other | _____ | _____ | _____ | _____ | _____ | _____ | _____ | ☐ # _____ |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | ☐ # _____ |

## VI. SITE INFORMATION

1. Total Acreage **32.4** Total Buildable Acreage **17.5**

2. Describe the current and prior uses of the subject site: **There is currently a ~105,000 sqft office building on the site, comprised of 2 office pods. The office bldg. was built in 1988. One of the office pods will be demolished before building the multifamily project. The land for the multifamily project will be subdivided at purchase closing from the office building. The site is also currently a parking lot and raw land. Prior to the office building being built, the site was vacant pastureland.**

   Existing buildings on site? Yes ☒ No ☐
   If yes, describe plans for these buildings: **There is currently a ~105,000 sqft office building on the site, comprised of 2 office pods. One of the office pods will be demolished before building the multifamily project. The land for the multifamily project will be subdivided at purchase closing from the office building.**

3. Current Zoning Classification:

   Residential _____ (minimum lot size) _____

   Commercial **Limited Business** Industrial _____ Other _____

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

   Yes ☒ No ☐ If yes, how many acres are wetlands? **9.59**

   If yes, attach map of site noting wetland areas.
   Is map attached? ☒ Yes ☐ No

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

   Yes ☒ No ☐
   If yes, please attach a map of the site with flood plain designations.
   Is map attached? ☒ Yes ☐ No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes ☐ No ☒

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

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

   Yes ☐ No ☒ If yes, please explain: _____

9. ☐ Indicate which utilities are available to the site:

| | | |
|---|---|---|
| Public Sewer ☐ | Private Septic ☐ | Public Streets ☐ |
| Public Water ☐ | Private Wells ☐ | Private Ways ☐ |
| Natural Gas ☐ | Electricity ☒ | |
| On-site Sewer Treatment Facility ☒ | | |
| Other ☐ Explain: _____ | | |

10. Describe any known or suspected hazardous waste sites on or within a ½ mile radius of the project site. **Unknown**.

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

12. What waivers will be requested under the comprehensive permit?

**The Applicant's requested waivers are based on the Plans entitled "ALTA Nashoba Valley 580 Main Street Bolton, MA" as issued for Project Eligibility Review as dated May 4, 2021 prepared by Allen & Major Associates, Inc. ("Site Development Plans"). Subsequent amendments to the Site Development Plans or the applicable Ordinances, By-Laws and/or Regulations may require different or additional waivers, thus the Applicant respectfully reserves all of its rights to supplement or amend the list below.**

**Town of Bolton Board of Health Regulations, Protection to Groundwater**

- **Section 1.11.2 Performance Standards, d)**

**Applicant requests a waiver from this section in its entirety as the underground tanks located onsite shall be subject to MassDEP permitting review and inspection requirements for wastewater and drinking water supply.**

- **Section 1.11.2 Performance Standards, g)**

**Applicant requests a waiver from this section in its entirety. An erosion and sediment control plan shall be implemented in conformance with the regulations of the EPA NPDES program and the Wetlands Protection Act requirements for erosion protection.**

**Town of Bolton Board of Health Regulations, Requirements for the subsurface Disposal of Sanitary Sewage**

- **Regulation 4: Distances**

**Applicant requests a waiver from this section in its entirety. Setback distances for onsite sewage treatment shall be dictated by the setbacks published by MassDEP imposed in conjunction with the issuance of a Groundwater Discharge Permit (WP 79 or other).**

**Town of Bolton Board of Health Regulations, Well Regulations**

- **Applicant requests a waiver from this section in its entirety. Potable well siting, setback requirements and construction shall be dictated by the setbacks published by MassDEP imposed in conjunction with the issuance of a Public Drinking Water Supply (WS 13 permit or other).**

**Town of Bolton Subdivision Rules and Regulations**

- **Applicant requests a waiver from the entirety of the Subdivision Rules and Regulations as the project does not constitute a subdivision of land and the design and permitting requirements contained within the regulations.**

**Bolton Code, Chapter 147 Groundwater Protection**

- **Applicant requests a waiver from the entirety of this Chapter.**

**Bolton Code, Chapter 211, Streets and Sidewalk**

- **Applicant requests a waiver from the entirety of this Chapter. The Applicant requests the Town to issue any necessary street and sidewalk permits through decision of the Zoning Board of Appeals as part of any Comprehensive Permit duly issued.**

**Bolton Code, Chapter 250, Zoning**

- **§250-12, Schedule of Permitted Uses**

o **Applicant requests residential use to be allowed within the Limited Business District as shown on the Site Development Plans.**

- **§250-13, Dimensional Regulations, C. One building per lot.**

o **Applicant requests the four residential structures as shown on the Site Development Plans be located on a single lot.**

- **§250-13, Dimensional Regulations, F. Building Height.**

o **Applicant requests a waiver from the entirety of this section to construct the four three-story residential structures with heights as shown on the architectural elevation drawings as prepared by Market Square Architects dated May 4, 2021.**

- **§250-17, Driveways and Parking, C. Parking. (7) Schedule of Minimum Parking**

o **Applicant requests a waiver from the parking section in the absence of residential parking counts and the requirement for a Special Permit issued by the Zoning Board of Appeals.**

- **§250-17, Driveways and Parking, C. Parking. (11) Standard Parking Dimensional Regulations**

o **Applicant requests a waiver in providing an additional 2 feet where parking abuts a sidewalk.**

- **§250-17, Driveways and Parking, C. Parking. (12) Off-Street Parking and Loading Area Design Requirements, (b) Setbacks.**

o **Applicant requests a waiver to provide parking less than 10 feet to a proposed side lot line of an Approval Not Required division of land between adjoining parcels of the Development and 580 Main Street; Subject to necessary easements and agreements.**

- **§250-17, Driveways and Parking, C. Parking. (12) Off-Street Parking and Loading Area Design Requirements, (d) Perimeter Landscaping Requirements.**

o **Applicant requests a waiver from the requirement of a 10 foot wide perimeter buffer strip for the common lot line with the lot at 580 Main Street.**

- **§250-17, Driveways and Parking, C. Parking. (12) Off-Street Parking and Loading Area Design Requirements, (e) Interior Landscaping Requirements.**

o **Applicant requests a waiver form this section in its entirety to provide parking fields as shown on the Site Development Plans with landscaping as shown on the site amenity landscape drawings.**

- **§250-18, Sign Regulations,**

o **Applicant requests acceptance of the site signage as shown on the Site Development Drawings as part of any Comprehensive Permit issued by the Zoning Board of Appeals in lieu of permit issued by the Board of Selectmen.**

- **§250-18, Sign Regulations, A**

o **Applicant requests waiver to provide signage in excess of 36 square feet.**

- **§250-19.1, Firefighting Water Supply, B**

o **Applicant requests a waiver on requirement of approval of a firefighting system via the Planning Board. The system approval shall be incorporated into the Comprehensive Permit as issued by the Bolton Zoning Board of Appeals upon consultation with the Bolton Fire Department. Final system design shall be subject to issue of a Building Permit subsequent to full review of the Fire Protection systems by the Bolton Fire Department.**

- **§250-23, Business, Commercial, and Industrial Regulations**

o **Applicant requests a waiver from this section in its entirety for any applicable design standards for lots within the Limited Business District with overlays.**

- **§250-23.2, Mixed Use Village Overlay District**

o **Applicant requests a waiver from this section in its entirety for any applicable design standards for lots within the Mixed Use Village Overlay District.**

- **§250-25, Wireless Communications**

o **Applicant requests a waiver from this section in its entirety for any applicable design standards for lots within the Wireless Communications Overlay District.**

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

A. ☐ Owned by Developer _____

B. ☒ Under Purchase and Sale Agreement _____

C. ☐ Under Option _____

Seller: **Bolton Office Park LLC** Buyer: **WP East Acquisitions, LLC**

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

Date of Agreement **12/11/20** Expiration Date **11/25/2022**

Extensions granted? Yes ☒ No ☐ Date of Extension **11/25/2022**

Purchase Price **$3,091,500**

## VII. DESIGN AND CONSTRUCTION

1. **Drawings**

Please submit one set of drawings.

**Cover sheet showing written tabulation of:**

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

**Site plan showing:**

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

**Utilities plan showing:**

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

Graphic depiction of the design showing:

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

2. **Construction Information**

| **Foundations** | # Mkt. Units | # Aff. Units | Attic | # Mkt. Units | # Aff. Units |
|---|---|---|---|---|---|
| Slab on Grade | **171** | **58** | Unfinished | | |
| Crawl Space | | | Finished | | |
| Full Basement | | | Other | | |

| **Exterior Finish** | # Mkt. Units | # Aff. Units | Parking* | # Mkt. Units | # Aff. Units |
|---|---|---|---|---|---|
| Wood | | | Outdoor | **358** | |
| Vinyl | | | Covered | | |
| Brick | | | Garage | **28** | |
| Fiber Cement | **171** | **58** | Bicycle | | |
| Other | | | | | |

***Surface spaces and garage spaces are available to all residents. Surface parking is free and the private garages can be rented for additional rent.**

**Heating System**

Fuel: ☐ Oil ☐ Gas ☒ Electric ☐ Other

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

**Energy Efficient Materials**

Describe any energy efficient or sustainable materials used in construction:

**Energy star appliances, LEED lighting, Tankless water heaters, Low flow/flush Water Sense plumbing fixtures, single hung windows. Massachusetts utilizes the 2018 IECC (International Energy Conservation Code) which is the most stringent in the nation. The project will be designed to meet the Massachusetts Stretch Code requirements for energy efficiency (adopted by Bolton in 2016) which is 10% +/-more efficient than the IECC.**

**Modular Construction**

If modular construction will be used, explain here:

_____

**Amenities**

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

**The property will feature a robust amenity package including three exterior courtyards featuring a swimming pool, grilling stations, fire pits, and lawn games. The property will also feature a state-of-the-art fitness center, work from home suites, and game room. All amenities are available to both the affordable and market rate units.**

## VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood:
**On the westerly side of is a senior housing development, which shares the same access road as the site. Adjacent to the property contains a mix of commercial, office and residential development which includes a bank, animal health center, medical offices and residential properties.**

2. What is the prevailing zoning in the surrounding neighborhood?
**The Property is located in the Limited Business (LB) Zone and adjacent to the Residential Zone**.

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
**The Property is ideally located in close proximity to the Downtown of Bolton and Interstate 495, providing easy access to major employment hubs and lifestyle amenities. The site is located in the most commercialized part of Town with nearby office, retail, and residential uses. The site has been identified by the Town of Bolton in their draft housing production plan as an area most suitable for residential development**.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
**Adjacent to the property contains a mix of commercial, office and residential development which includes a bank, animal health center, medical offices and residential properties. The site is located within a ½ mile to the Bolton Town Hall, library, First Parish of Bolton and Trinity churches, fire station and the Florence Sawyer and Emerson Schools. There are two coffee shops, Dunkin Donuts and Bolton Bean within ½ mile of the site. Solomon Pond Mall, which features numerous stores and restaurants, is located just 7 miles south on Interstate 495 in Marlborough.**

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
**As proposed, ALTA Nashoba Valley concentrates development in an adaptive reuse of a large portion of the existing office park land that is underutilized in the current market as office workers shift toward a remote environment leaving large office spaces empty and un-leasable and the zoning code required parking fields open. The site has been identified by the Town of Bolton in their draft housing production plan as an area most suitable for residential development.**

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
**The project is located on the main corridor of the Town of Bolton (Route 117/Main Street) and provides residential housing within proximity to the commuting corridor of MassDOT Route 495 and access to the center of Bolton and adjoining Towns. The site relies on its connection to Route 495 as it is not proximate to a subway or commuter rail station**.

## IX. FINANCING

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

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: No.

Describe the form of financial surety to be used to secure the completion of cost certification for this project **At the appropriate time the developer will obtain an a surety bond or letter of credit to secure completion of the cost certification for the project.**

March 31, 2021

Mark Seek
Vice President
Wood Partners
91 Hartwell Avenue
Lexington, MA 02421

Re: A 233+/- unit multi-family Local Initiative Program (LIP) development (25% affordable) to be developed in Bolton, MA

Dear Mark:

Cambridge Savings Bank is pleased to express our interest in providing financing for the development of a new apartment development located at 580 Main Street, Bolton, MA. We understand the project will be constructed under Local Initiative Program (LIP) and will contain approximately 233 total units, 25% of which will be affordable.

Please consider this letter a formal indication of Cambridge Savings Bank's interest in providing the financing for the above referenced project. Please also note that the information presented herein is for discussion purposes only and does not represent a formal commitment by Cambridge Savings Bank. Any formal commitment by Cambridge Savings Bank will be subject to obtaining the necessary approvals from the required parties within the Bank, including but not limited to approval by the Bank's Board of Directors. Finally, Cambridge Savings Bank may choose to deny any credit request.

Sincerely,

Cambridge Savings Bank

**By:** _____
Peter A. Olivier
Senior Vice President
Commercial Real Estate Banking

## X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

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

Ownership Pro Forma

| | | Total Costs | Per Unit | Per Sq. Ft. | % of Total |
|---|---|---|---|---|---|
| (a) | Site Acquisition | $ | $ | $ | $ |
| **Hard Costs:** | | $ | $ | $ | $ |
| | Earth Work | $ | $ | $ | $ |
| | Site Utilities | $ | $ | $ | $ |
| | Roads & Walks | $ | $ | $ | $ |
| | Site Improvement | $ | $ | $ | $ |
| | Lawns & Planting | $ | $ | $ | $ |
| | Demolition | $ | $ | $ | $ |
| | Unusual Site Conditions | $ | $ | $ | $ |
| (b) | Total Site Work | $ | $ | $ | $ |
| | Concrete | $ | $ | $ | $ |
| | Masonry | $ | $ | $ | $ |
| | Metals | $ | $ | $ | $ |
| | Carpentry | $ | $ | $ | $ |
| | Roofing & Insulation | $ | $ | $ | $ |
| | Doors & Windows | $ | $ | $ | $ |
| | Interior Finishes | $ | $ | $ | $ |
| | Cabinets & Appliances | $ | $ | $ | $ |
| | Plumbing & HVAC | $ | $ | $ | $ |
| | Electrical | $ | $ | $ | $ |
| (c) | Total Construction | $ | $ | $ | $ |
| (d) | General Conditions | $ | $ | $ | $ |
| **(e)** | **Subtotal Hard Costs (a+b+c+d)** | **$** | **$** | **$** | **$** |
| (f) | Contingency | $ | $ | $ | $ |
| **(g)** | **Total Hard Costs (e+f)** | **$** | **$** | **$** | **$** |

| | | | | | |
|---|---|---|---|---|---|
| **Soft Costs:** | | $ | $ | $ | $ |
| | Permits/Surveys | $ | $ | $ | $ |
| | Architectural | $ | $ | $ | $ |
| | Engineering | $ | $ | $ | $ |
| | Legal | $ | $ | $ | $ |
| | Bond Premium | $ | $ | $ | $ |
| | Real Estate Taxes | $ | $ | $ | $ |
| | Insurance | $ | $ | $ | $ |
| | Security | $ | $ | $ | $ |
| | Developer's Overhead | $ | $ | $ | $ |
| | General Contractor's Overhead | $ | $ | $ | $ |
| | Construction Manager | $ | $ | $ | $ |
| | Property Manager | $ | $ | $ | $ |
| | Construction Interest | $ | $ | $ | $ |
| | Financing/Application Fees | $ | $ | $ | $ |
| | Utilities | $ | $ | $ | $ |
| Maintenance (unsold units) | | $ | $ | $ | $ |
| | Accounting | $ | $ | $ | $ |
| | Marketing | $ | $ | $ | $ |
| **(h)** | **Subtotal Soft Costs** | **$** | **$** | **$** | **$** |
| (i) | Contingency | $ | $ | $ | $ |
| **(j)** | **Total Soft Costs (h+i)** | **$** | **$** | **$** | **$** |
| **(k)** | **Total Development Costs (g+j)** | **$** | **$** | **$** | **$** |

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales $_____
Market sales $_____
Public grants $_____
**(A) Total Sources $_____**

Uses:

Construction Contract Amount $_____
**(B) Total Development Costs $_____**

Profit:

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

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage _____

Residential Construction Cost per Sq. Ft. $_____

Total Hard Costs per Sq. Ft. $_____

Total Development Costs per Sq. Ft. $_____

Sales per Sq. Ft. $_____
(do not include proceeds from public grants)

# Section 3
# SOURCES AND USES OF FUNDS

## Sources of Funds

### Private Equity:

| | | | Optional user calculations | | |
|---|---|---|---|---|---|
| 81 . Developer's Cash Equity | | $29,977,382 | | | |
| 82 . Tax Credit Equity (net amount) *(See line 360, Section 5, page 18.)* | | $ | | | |
| 83 . Developer's Fee/Overhead, Contributed or Loaned | | $0 | | | |
| 84 . Other Source: | | $ | | | |

### Public Equity:

| | | |
|---|---|---|
| 85 . HOME Funds, as Grant | | $ |
| 86 . Grant: | | $ |
| 87 . Grant: | | $ |
| 88 . **Total Public Equity** | | $0 |

### Subordinate Debt (see definition):

| | | Amount | Rate | Amortiz. | Term |
|---|---|---|---|---|---|
| 89 . Home Funds-DHCD, as Subordinate Debt | | $0 | % | yrs. | yrs. |
| Source: | | | | | |
| 90 . Home Funds-Local, as Subordinate Debt | | $0 | % | yrs. | yrs. |
| Source: | | | | | |
| 91 . Subordinate Debt | | $0 | % | yrs. | yrs. |
| Source: | | | | | |
| 92 . Subordinate Debt | | $0 | % | yrs. | yrs. |
| Source: | | | | | |
| 93 . Subordinate Debt | | $0 | % | yrs. | yrs. |
| Source: | | | | | |
| 94 . Total Subordinate Debt | | $0 | | | |

### Permanent Debt (Senior):

| | | Amount | Rate | Override | Amortiz. | Term | MIP |
|---|---|---|---|---|---|---|---|
| 95 . **MHFA** | MHFA Program 1 | $ | % | % | yrs. | yrs. | % |
| 96 . **MHFA** | MHFA Program 2 | $ | % | % | yrs. | yrs. | % |
| 97 . **MHP Fund Permanent Loan** | | $ | % | | yrs. | yrs. | % |
| 98 . **Other Permanent Senior Mortgage** | | $36,639,022 | 4.50% | | 30.00 | 10.00 | % |
| Source: | NEF Bank | | | | | | |
| 99 . **Other Permanent Senior Mortgage** | | $ | % | | yrs. | yrs. | % |
| Source: | | | | | | | |

| | |
|---|---|
| 100 . **Total Permanent Senior Debt** | $36,639,022 |
| 101 . **Total Permanent Sources** | $66,616,404 |

### Construction Period Financing:

| | | Amount | Rate | Term |
|---|---|---|---|---|
| 102 . Construction Loan | | $36,639,022 | 4.50% | 36.0 |
| Source: | NEF Bank | | | |
| Repaid at: | Stabilization | *(event)* | | |
| 103 . Other Interim Loan | | $0 | % | mos. |
| Source: | | | | |
| Repaid at: | | *(event)* | | |
| 104 . Syndication Bridge Loan | | $0 | % | mos. |
| Source: | | | | |
| Repaid at: | | *(event)* | | |

*#VALUE!* *#VALUE!*

## Uses of Funds

**Direct Construction:**

*The Contractor certifies that, to the best of their knowledge, the construction estimates, and trade-item breakdown on this page are complete and accurate.*

105 . Who prepared the estimates? | *Name* | *Signature*

106 . Basis for estimates? Cost is based of cursory review of the scope and concept level plans

| | DV | Trade Item | Amount | Description |
|---|---|---|---|---|
| 107 . | 3 | Concrete | $1,132,573 | |
| 108 . | 4 | Masonry | $0 | |
| 109 . | 5 | Metals | $148,440 | |
| 110 . | 6 | Rough Carpentry | $6,298,064 | |
| 111 . | 6 | Finish Carpentry | $583,599 | |
| 112 . | 7 | Waterproofing | $552,992 | |
| 113 . | 7 | Insulation | $552,885 | |
| 114 . | 7 | Roofing | $408,286 | |
| 115 . | 7 | Sheet Metal and Flashing | $110,000 | |
| 116 . | 7 | Exterior Siding | $1,927,208 | |
| 117 . | 8 | Doors | $779,760 | |
| 118 . | 8 | Windows | $283,019 | |
| 119 . | 8 | Glass | $0 | |
| 120 . | 9 | Lath & Plaster | $0 | |
| 121 . | 9 | Drywall | $2,466,265 | |
| 122 . | 9 | Tile Work | $197,318 | |
| 123 . | 9 | Acoustical | $0 | |
| 124 . | 9 | Wood Flooring | $0 | |
| 125 . | 9 | Resilient Flooring | $202,965 | |
| 126 | 9 | Carpet | $384,450 | |
| 127 . | 9 | Paint & Decorating | $661,033 | |
| 128 . | 10 | Specialties | $304,133 | |
| 129 . | 11 | Special Equipment | $0 | |
| 130 . | 11 | Cabinets | $774,249 | |
| 131 . | 11 | Appliances | $793,537 | |
| 132 . | 12 | Blinds & Shades | $65,529 | |
| 133 . | 13 | Modular/Manufactured | $0 | |
| 134 . | 13 | Special Construction | $1,089,534 | |
| 135 . | 14 | Elevators or Conveying Syst. | $0 | |
| 136 . | 15 | Plumbing & Hot Water | $3,504,173 | |
| 137 . | 15 | Heat & Ventilation | $2,435,261 | |
| 138 . | 15 | Air Conditioning | $0 | |
| 139 | 15 | Fire Protection | $948,766 | |
| 140 . | 16 | Electrical | $3,196,312 | |
| 141 . | | Accessory Buildings | $3,246,212 | |
| 142 . | | Other/misc | $60,000 | |
| 143 . | | **Subtotal Structural** | $33,106,563 | |
| 144 . | 2 | Earth Work | $1,690,781 | |
| 145 . | 2 | Site Utilities | $5,896,675 | |
| 146 . | 2 | Roads & Walks | $1,247,965 | |
| 147 . | 2 | Site Improvement | $0 | |
| 148 . | 2 | Lawns & Planting | $554,763 | |
| 149 | 2 | Geotechnical Conditions | $0 | |
| 150 | 2 | Environmental Remediation | $0 | |
| 151 | 2 | Demolition | $0 | |
| 152 . | 2 | Unusual Site Cond | $0 | |
| 153 . | | **Subtotal Site Work** | $9,390,184 | |
| 154 . | | **Total Improvements** | $42,496,747 | |
| 155 . | 1 | General Conditions | $2,827,292 | |
| 156 . | | **Subtotal** | $45,324,039 | |
| 157 . | 1 | Builders Overhead | $406,245 | |
| 158 . | 1 | Builders Profit | $2,496,698 | |
| 159 . | | **TOTAL** | $48,226,982 | |

160 Total Cost/square foot: N/A Residential Cost/s.f.: N/A

*0* *#VALUE!* *#VALUE!*

## Development Budget:

| | | *Total* | *Residential* | *Commercial* | *Comments* |
|---|---|---|---|---|---|
| 161 . Acquisition: Land | | $3,091,500 | $3,091,500 | | |
| 162 . Acquisition: Building | | $0 | $0 | | |
| 163 . **Acquisition Subtotal** | | $3,091,500 | $3,091,500 | $0 | |
| 164 . Direct Construction Budg | | $48,226,982 | $48,226,982 | | (from line 159) |
| 165 . Construction Contingency | | $4,192,895 | $4,192,895 | | 8.7% of construction |
| 166 . **Subtotal: Construction** | | $52,419,877 | $52,419,877 | $0 | |
| **General Development Costs:** | | | | | |
| 167 . Architecture & Engineering | | $1,964,733 | $1,964,733 | | |
| 168 . Survey and Permits | | $904,886 | $904,886 | | |
| 169 . Clerk of the Works | | $0 | $0 | | |
| 170 . Environmental Engineer | | $84,500 | $84,500 | | |
| 171 . Bond Premium | | $0 | $0 | | |
| 172 . Legal | | $852,500 | $852,500 | | |
| 173 . Title and Recording | | $155,463 | $155,463 | | |
| 174 . Accounting & Cost Cert. | | $75,000 | $75,000 | | |
| 175 . Marketing and Rent Up | | $317,500 | $317,500 | | |
| 176 . Real Estate Taxes | | $358,467 | $358,467 | | |
| 177 . Insurance | | $646,508 | $646,508 | | |
| 178 . Relocation | | $0 | $0 | | |
| 179 . Appraisal | | $15,000 | $15,000 | | |
| 180 . Security | | $341,188 | $341,188 | | |
| 181 . Construction Loan Interest | | $862,638 | $862,638 | | |
| 182 . Inspecting Engineer | | $40,000 | $40,000 | | |
| 183 . Fees to: | Construction | $238,154 | $238,154 | | Construction Lender |
| 184 . Fees to: | | $0 | | | |
| 185 . MIP | | $15,650 | $15,650 | | |
| 186 . Credit Enhancement Fees | | $0 | | | |
| 187 . Letter of Credit Fees | | $0 | | | |
| 188 . Other Financing Fees | | $72,250 | $72,250 | | |
| 189 . Development Consultant | | $37,000 | $37,000 | | |
| 190 . Other: | FF&E | $525,000 | $525,000 | | FF&E |
| 191 . Other: | | $0 | | | |
| 192 . Soft Cost Contingency | | $1,012,110 | $1,012,110 | | 13.5% of soft costs |
| 193 . **Subtotal: Gen. Dev.** | | $8,518,547 | $8,518,547 | $0 | |
| 194 . **Subtotal: Acquis., Const and Gen. Dev.** | | $64,029,924 | $64,029,924 | $0 | |
| 195 . Capitalized Reserves | | $646,196 | $646,196 | | |
| 196 . Developer Overhead | | $0 | | | |
| 197 . Developer Fee | | $1,940,284 | $1,940,284 | | |
| 198 . **Total Development Cost** | | $66,616,404 | $66,616,404 | $0 | **TDC per unit** $290,901 |
| 199 . **TDC, Net** | | $65,970,208 | $65,970,208 | $0 | **TDC, Net per unit** $288,080 |

*0* *#VALUE!* *#VALUE!*

## Additional Detail on Development Pro-Forma:

| | | |
|---|---|---|
| 200 . | Gross Syndication Investment | |
| | **Off-Budget Costs:** | |
| | **Syndication Costs:** | |
| 201 . | Syndication Legal | |
| 202 . | Syndication Fees | |
| 203 . | Syndication Consultants | |
| 204 . | Bridge Financing Costs | |
| 205 . | Investor Servicing (capitalized) | |
| 206 . | Other Syndication Expenses | |
| 207 . | Total Syndication Expense | $0 |
| 208 . | Current Reserve Balance | |
| | **Reserves (capitalized):** | |
| 209 . | Development Reserves | |
| 210 . | Initial Rent-Up Reserves | |
| 211 . | Operating Reserves | $646,196 |
| 212 . | Net Worth Account | |
| 213 . | Other Capitalized Reserves | |
| 214 . | Subtotal: Capitalized Reserves | $646,196 |
| 215 . | Letter of Credit Requirements | |
| 216 . | Total of the Above | $646,196 |

**Check: Line 214 is the same as line 195.**

| Please Answer The Following | Dev. Reserves | Initial Rent-Up | ***Op. Reserves*** | Net Worth | Other | Letter of Credit |
|---|---|---|---|---|---|---|
| Who requires the reserves? | | | Operations | | | |
| Who administers the reserves? | | | Development | | | |
| When and how are they used? | | | As Needed | | | |
| Under what circumstances can they be released? | | | As Needed | | | |

| | | |
|---|---|---|
| | **Unit Sales (For Sale Projects Only):** | |
| 217 . | Gross Sales From Units | $ |
| 218 . | Cost of Sales (Commissions, etc.) | $ |
| 219 . | Net Receipt from Sales | $0 |
| | **Debt Service Requirements:** | |
| 220 . | Minimum Debt Service Coverage | 1.25 |
| 221 . | Is this Project subject to HUD Subsidy Layering Review? | No |

*Optional user comments*

*#VALUE!* *#VALUE!*

# Section 4
# OPERATING PRO-FORMA

**Operating Income**

| **Rent Schedule:** | *Contract Rent* | *Utility Allowance* | *Total Gross Rent* | *No. of Units* |
|---|---|---|---|---|
| 222 . Low-Income (Rental Assisted): | | | | |
| SRO | | | $0 | 0 |
| 0 bedroom | | | $0 | 0 |
| 1 bedroom | | | $0 | 0 |
| 2 bedrooms | | | $0 | 0 |
| 3 bedrooms | | | $0 | 0 |
| 4 bedrooms | | | $0 | 0 |
| 223 . Low-Income (below 50%): | | | | |
| SRO | | | $0 | 0 |
| 0 bedroom | | | $0 | 0 |
| 1 bedroom | | | $0 | 0 |
| 2 bedrooms | | | $0 | 0 |
| 3 bedrooms | | | $0 | 0 |
| 4 bedrooms | | | $0 | 0 |
| 224 . Low-Income (below 60%): | | | | |
| SRO | | | $0 | 0 |
| 0 bedroom | | | $0 | 0 |
| 1 bedroom | | | $0 | 0 |
| 2 bedrooms | | | $0 | 0 |
| 3 bedrooms | | | $0 | 0 |
| 4 bedrooms | | | $0 | 0 |
| 225 . Other Income 80% | Below 80% of the median income for the region | | | |
| SRO | | | $0 | 0 |
| 0 bedroom | | | $0 | 0 |
| 1 bedroom | $1,445 | $154 | $1,599 | 22 |
| 2 bedrooms | $1,616 | $183 | $1,799 | 30 |
| 3 bedrooms | $1,763 | $235 | $1,998 | 6 |
| 4 bedrooms | | | $0 | 0 |
| 226 . Market Rate (unrestricted occupancy): | | | | |
| SRO | | | | 0 |
| 0 bedroom | | | | 0 |
| 1 bedroom | $2,111 | | | 66 |
| 2 bedrooms | $2,431 | | | 87 |
| 3 bedrooms | $3,250 | | | 18 |
| 4 bedrooms | | | | 0 |

**Commercial Income:**

| | | | (average) | | |
|---|---|---|---|---|---|
| 227 . Square Feet: | 0 | @ | | /square foot = | $0 |

**Parking Income:**

| | | | (average) | | |
|---|---|---|---|---|---|
| 228 . Spaces: | 28 | @ | $200.00 | /month x 12 = | $67,200 |

*#VALUE!* *#VALUE!*

## Other Operating Income Assumptions:

229 . Laundry Income (annual): 

*Optional user calculations*

230 . Other Income: a. Pet Fees, MTM, Termination, ETC $ 151,140

b.

c.

d.

e.

f.

### Vacancy Allowance:

231 . Low-Income (Rental Assistance)

232 . Low-Income (below 50%)

233 . Low-Income (below 60%)

234 . Other Income 80% 5.0%

235 . Market Rate 6.1%

236 . Commercial

### Trending Assumptions for Rents:

| | | *Year 2* | *Year 3* | *Years 4-5* | *Years 6-20* |
|---|---|---|---|---|---|
| 237 . | Low-Income (Rental Assistance) | % | % | % | % |
| 238 . | Low-Income (below 50%) | % | % | % | % |
| 239 . | Low-Income (below 60%) | % | % | % | % |
| 240 . | Other Income 80% | 2.0% | 2.0% | 2.0% | 2.0% |
| 241 . | Market Rate | 4.0% | 4.0% | 3.0% | 3.0% |
| 242 . | Commercial Space Rental | % | % | % | % |
| 243 . | Laundry Income | % | % | % | % |
| 244 a | Other Income Pet Fees, MTM, Termination, ETC | 3.0% | 3.0% | 3.0% | 3.0% |
| b | Other Income - | % | % | % | % |
| c | Other Income - | % | % | % | % |
| d | Other Income - | % | % | % | % |
| e | Other Income - | % | % | % | % |
| f. | Other Income - | % | % | % | % |

### Operating Subsidy and Capitalized Operating Reserves:

245 . Subsidy Source I .....

246 . Subsidy Source II .....

247 . Capitalized Operating Reserve Amount: $ Source:

248 . Yearly Draws on Subsidies and Reserves:

| | *Subsidy Source I* | *Subsidy Source II* | *Draw on Oper. Reserve* |
|---|---|---|---|
| Year 1 | $ | $ | $ |
| Year 2 | $ | $ | $ |
| Year 3 | $ | $ | $ |
| Year 4 | $ | $ | $ |
| Year 5 | $ | $ | $ |
| Year 6 | $ | $ | $ |
| Year 7 | $ | $ | $ |
| Year 8 | $ | $ | $ |
| Year 9 | $ | $ | $ |
| Year 10 | $ | $ | $ |
| Year 11 | $ | $ | $ |
| Year 12 | $ | $ | $ |
| Year 13 | $ | $ | $ |
| Year 14 | $ | $ | $ |
| Year 15 | $ | $ | $ |
| Year 16 | $ | $ | $ |
| Year 17 | $ | $ | $ |
| Year 18 | $ | $ | $ |
| Year 19 | $ | $ | $ |
| Year 20 | $ | $ | $ |
| Year 21 | $ | $ | $ |

249 . **Annual Operating Income (year 1)** $5,866,964

## Operating Expenses

| | Annual Operating Exp.: | Total | Residential | Commercial | Comments |
|---|---|---|---|---|---|
| 250 . | Management Fee | $146,674 | $146,674 | | |
| 251 . | Payroll, Administrative | $212,296 | $212,296 | | |
| 252 . | Payroll Taxes & Benefits, Admin. | $47,361 | $47,361 | | |
| 253 . | Legal | $0 | $0 | | |
| 254 . | Audit | $46,278 | $46,278 | | |
| 255 . | Marketing | $86,094 | $86,094 | | |
| 256 . | Telephone | $21,465 | $21,465 | | |
| 257 . | Office Supplies | $11,274 | $11,274 | | |
| 258 . | Accounting & Data Processing | $0 | $0 | | |
| 259 . | Investor Servicing | $0 | $0 | | |
| 260 . | DHCD Monitoring Fee | $0 | $0 | | |
| 261 . | Other: subscriptions, fees | $32,503 | $32,503 | | |
| 262 . | Other: Postage, Food, | $6,218 | $6,218 | | |
| 263 . | **Subtotal: Administrative** | $463,489 | $463,489 | $0 | |
| 264 . | Payroll, Maintenance | $122,151 | $122,151 | | |
| 265 . | Payroll Taxes & Benefits, Admin. | $28,607 | $28,607 | | |
| 266 . | Janitorial Materials | $38,812 | $38,812 | | |
| 267 . | Landscaping | $41,279 | $41,279 | | |
| 268 . | Decorating (inter. only) | $0 | $0 | | |
| 269 . | Repairs (inter. & ext.) | $48,213 | $48,213 | | |
| 270 . | Elevator Maintenance | $0 | $0 | | |
| 271 . | Trash Removal | $32,139 | $32,139 | | |
| 272 . | Snow Removal | $58,970 | $58,970 | | |
| 273 . | Extermination | $3,160 | $3,160 | | |
| 274 . | Recreation | $6,634 | $6,634 | | |
| 275 . | Other: Cleaning | $63,145 | $63,145 | | |
| 276 . | **Subtotal: Maintenance** | $443,110 | $443,110 | $0 | |
| 277 . | **Resident Services** | $0 | | | |
| 278 . | **Security** | $13,652 | $13,652 | | |
| 279 . | Electricity | $108,001 | $108,001 | | |
| 280 . | Natural Gas | $0 | | | |
| 281 . | Oil | $0 | | | |
| 282 . | Water & Sewer | $0 | | | |
| 283 . | **Subtotal: Utilities** | $108,001 | $108,001 | $0 | |
| 284 . | **Replacement Reserve** | $45,800 | $45,800 | | |
| 285 . | **Operating Reserve** | $0 | | | |
| 286 . | Real Estate Taxes | $767,223 | $767,223 | | |
| 287 . | Other Taxes | $0 | $0 | | |
| 288 . | Insurance | $68,700 | $68,700 | | |
| 289 . | MIP | $0 | $0 | | |
| 290 . | Other: WWTP & Well Maintenance | $235,711 | $235,711 | | |
| 291 . | **Subtotal:Taxes, Insurance** | $1,071,634 | $1,071,634 | $0 | |
| 292 . | **TOTAL EXPENSES** | $2,292,360 | $2,292,360 | $0 | |

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## Other Operating Expense Assumptions

**Trending Assumptions for Expenses**

| | *Year 2* | *Year 3* | *Years 4-5* | *Years 6-20* |
|---|---|---|---|---|
| 293 . Sewer & Water | 3.0% | 3.0% | 3.0% | 3.0% |
| 294 . Real Estate Taxes | 3.0% | 3.0% | 3.0% | 3.0% |
| 295 . All Other Operating Expenses | 3.0% | 3.0% | 3.0% | 3.0% |

**Reserve Requirements:**

| | | |
|---|---|---|
| 296 . Replacement Reserve Requirement | $200.00 | per unit per year |
| 297 . Operating Reserve Requirement | | per unit per year |

**Debt Service:**

| | | | *Annual Payment* |
|---|---|---|---|
| 298 . MHFA | MHFA Program 1 | | N/A |
| 299 . MHFA | MHFA Program 2 | | N/A |
| 300 . MHP Fund Permanent Loan | | | N/A |
| 301 . Other Permanent Senior Mortgage | | | $2,227,735 |
| Source: | N/A | | |
| 302 . Other Permanent Senior Mortgage | | | N/A |
| Source: | N/A | | |
| 303 . **Total Debt Service (Annual)** | | | $2,227,735 |

| | | |
|---|---|---|
| 304 . **Net Operating Income** | $3,574,604 | (in year one) |
| 305 . **Debt Service Coverage** | 1.60 | (in year one) |

### Affordability: Income Limits and Maximum Allowable Rents

306 . County: Worcester — MSA: Eastern Worcester County, MA

This MSA does not match the county you have chosen

307 . **Maximum Allowed Rents, by Income, by Unit Size:** **Income Limits last updated on** 5/3/2021

| | *Maximum Income* | | | *Maximum Rent (calculated from HUD income data)* | | |
|---|---|---|---|---|---|---|
| | *50%* | *60%* | *80%* | *50%* | *60%* | *80%* |
| SRO | $35,450 | $42,550 | $56,750 | $886 | $1,064 | $1,419 |
| 0 bedroom | $35,450 | $42,550 | $56,750 | $886 | $1,064 | $1,419 |
| 1 bedroom | $38,000 | $45,600 | $60,800 | $950 | $1,140 | $1,520 |
| 2 bedrooms | $45,600 | $54,700 | $72,950 | $1,140 | $1,368 | $1,824 |
| 3 bedrooms | $52,700 | $63,200 | $84,300 | $1,318 | $1,580 | $2,108 |
| 4 bedrooms | $58,750 | $70,500 | $94,000 | $1,469 | $1,763 | $2,350 |
| **Area median income for a family of** | | $101,300 | | | | |

308 . **H.U.D. "Fair Market Rents" (Maximum):**

| | |
|---|---|
| 0 bedroom | $700 |
| 1 bedroom | $795 |
| 2 bedrooms | $1,076 |
| 3 bedrooms | $1,340 |
| 4 bedrooms | $1,438 |
| 5 bedrooms | $1,654 |

**FMR Information last updated on** 5/3/2021

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| | **Operations before this transaction:** | | | | **Operations after:** | | |
|---|---|---|---|---|---|---|---|
| | *Type* | *Number* | *Current Rent* | *Annualized Income* | *Number* | *Future Rents* | *Market Rent GPR* |
| 309 . | SRO | 0 | 0 | 0 | 0 | 0 | 0 |
| 310 . | 0 bedroom | 0 | 0 | 0 | 0 | 0 | 0 |
| 311 . | 1 bedroom | 88 | 0 | 0 | 88 | 1,945 | 2,053,680 |
| 312 . | 2 bedrooms | 117 | 0 | 0 | 117 | 2,222 | 3,119,760 |
| 313 . | 3 bedrooms | 24 | 0 | 0 | 24 | 2,878 | 828,936 |
| 314 . | 4 bedrooms | 0 | 0 | 0 | 0 | | 0 |
| 315 . | **Gross Potential Rental Income** | | | 0 | | | 6,002,376 |
| 316 . | Vacancy | | 0% | 0 | Vacancy | 6% | -353,752 |
| 317 . | Other Income | | | 0 | Other Income | | 218,340 |
| 318 . | Effective Gross Income | | | 0 | Effective Gross Income | | 5,866,964 |
| | **Operating Expenses** | | | Year | *Reason* | *% Change* | Year |
| 319 . | Management fee | | | 0 | | | 146,674 |
| 320 . | Administration | | | 0 | | | 463,489 |
| 321 . | Maintance/Operations | | | 0 | | | 443,110 |
| 322 . | Resident Services | | | 0 | | | 0 |
| 323 . | Security | | | 0 | | | 13,652 |
| 324 . | Utilities | | | 0 | | | 108,001 |
| 325 . | Replacement Reserve | | | 0 | | | 45,800 |
| 326 . | Operating Reserve | | | 0 | | | 0 |
| 327 . | Real Esate Taxes | | | 0 | | | 767,223 |
| 328 . | Insurance | | | 0 | | | 304,411 |
| 329 . | **Total Expenses** | | | 0 | | | 2,292,360 |
| 330 . | **Net Operating Income** | | | 0 | **Net Operating Income** | | 3,574,604 |

331 . **Transaction Description:**

*Optional user calculations*

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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## XI. DEVELOPMENT SCHEDULE

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

| | Phase 1 | Phase 2 | Phase 3 | Total |
|---|---|---|---|---|
| Number of affordable units | 9 | 12 | 19 | 18 |
| Number of market units | 27 | 36 | 56 | 52 |
| Total by phase | 36 | 48 | 75 | 70 |

Please complete the following chart with the appropriate projected dates:

| | Phase 1 | Phase 2 | Phase 3 | Total |
|---|---|---|---|---|
| All permits granted | Nov-22 | Nov-22 | Nov-22 | Nov-22 |
| Construction start | Dec-22 | Dec-22 | Dec-22 | Dec-22 |
| Marketing start – affordable units | May-23 | May-23 | May-23 | May-23 |
| Marketing start – market units | Aug-23 | Aug-23 | Aug-23 | Aug-23 |
| Construction completed | Nov-23 | Dec-23 | Feb-24 | Apr-24 |
| Initial occupancy | Dec-23 | Jan-24 | Mar-24 | May-24 |

## XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

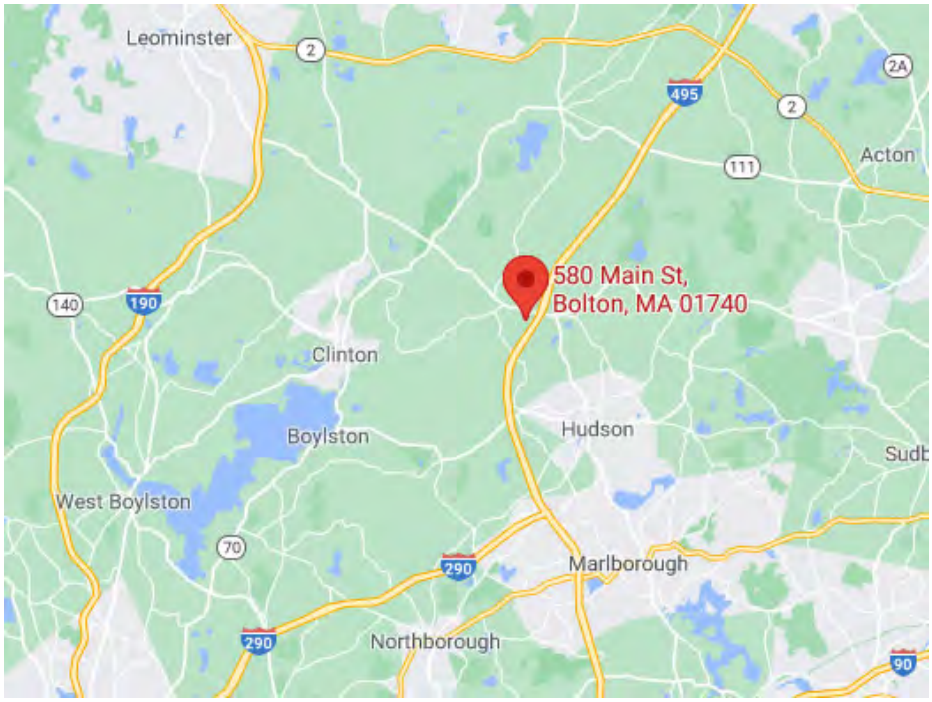
Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

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

# Affirmative Fair Housing Marketing Plan

## Alta Nashoba Valley

580 Main Street
Boston, MA 01740




**Lottery Agent:**

Maloney PROPERTIES

27 Mica Lane, Wellesley, MA 02481
Contact: John Costello | jcostello@maloneyproperties.com

**Developer/Applicant:**

WP East Acquisitions, LLC
91 Hartwell Avenue
Lexington, MA 02421

**Equal Housing Opportunity**

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**V. Lottery Drawing & Lease-Up Process** Page 10

**VI. Post-Occupancy/Waiting List** Page 12

**VII. Attachments** Page 14

1. Maloney Properties' Reasonable Accommodation Policy
2. Maloney Properties' Language Access Plan
3. Sample Rejection Letter
4. Sample Lottery Advertisement
5. Sample Lottery Outreach Letter
6. Sample Lottery Application
7. List of Bolton Civic & Community Organizations
8. Maloney Properties, Inc Company Bio & Resume

## Section I: Purpose of Plan

Maloney Properties, Inc sets forth this Affirmative Fair Housing Marketing Plan to ensure that all applicants are treated fairly and consistently in its Marketing Program.

The purpose of this plan is to attract and solicit applicants that reflect the racial and economic diversity of the MSA. The program shall ensure that any group(s) of persons ordinarily not likely to apply for this housing without special outreach know about the available housing, feel welcome to apply and have the opportunity to rent an affordable apartment.

The developer, WP East Acquisitions, LLC, and the lottery agent, Maloney Properties Inc., will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements in administrative procedures. In carrying out this marketing program and resident selection process, neither the Owner nor its Agents, will discriminate based on race, color, creed, religion, sex, familial status, sexual orientation, national or ethnic origin, handicap, citizenship, ancestry or marital status, public assistance, gender identity or any other basis prohibited by law.

All marketing staff and all other persons involved in processing and/or handling applications will be trained in Fair Housing laws.

## Section II: Description of the Project and Building

Alta Nashoba Valley is a future residential development located off Interstate 495 at 580 Main Street in Bolton, MA. The development will consist of four 3 story buildings with a total of 229 apartments.

Twenty-five (25%) percent of the 229 units will be designated as affordable units. Affordable apartments will not have any difference in finishes from the market-rate apartments. All 229 units will count towards the Town of Bolton's Subsidized Housing Inventory (SHI).

The breakdown of the 58 affordable apartments based on unit type is below:

| # of Units | Unit Type | Estimated Square Footage | Proposed Rents | Proposed Utility Allowance | Net Rent |
|---|---|---|---|---|---|
| 26 | 1 Bedroom | 824 | $1,599 | $154 | $1,445 |
| 26 | 2 Bedroom | 1,114 | $1,799 | $183 | $1,616 |
| 6 | 3 Bedroom | 1,375 | $1,998 | $235 | $1,763 |

Affordable apartments will not have any difference in finishes from the market-rate apartments.

Construction is expected to commence in December 2022 with the first units estimated to be completed in December 2023 and final completion of the project is estimated to be completed in April 2024.

**Utilities:** Tenants will only be responsible for electricity (cooking & heating). There is no gas on-site. There is an onsite wastewater treatment plant and wells so tenants will not have to pay for water/sewer.

**Parking:** There will be 358 surface parking spaces available and 28 private garages. The surface parking will be free to all tenants. Garage parking will be available for rent at $200/month**.**

**Storage:** There will be storage spaces ranging in sizes available to rent from $25-$50 per month.

**Building Amenities:** Fitness center, swimming pool, clubroom, work from home suites, game room, courtyard with games, fire pits & BBQ grills.

**Pet Policy:** Cats & Dogs are permitted. Maximum of two pets per unit. there will be an estimated monthly fee of $65 per pet.

5% of the units (12 units) at the Property will be Group 2 units built out for persons with disabilities. All Group 2 units will be located on the first floor and distributed evenly among the unit mix.

The 58 units are designated as affordable through the Local Action Unit Program (LAU) and monitored through the Department of Housing and Community Development (DHCD). The units will be rented to households earning less than the 80% Area Median Income based on the Eastern Worcester County income limits.

The current 2021 income limits are below. These units are subject to change based on when marketing commences.

| Household Size | 80% AMI Low Income |
|---|---|
| 1 | $55,950 |
| 2 | $63,950 |
| 3 | $71,950 |
| 4 | $79,900 |
| 5 | $86,300 |
| 6 | $92,700 |

The estimated minimum income requirement is 2.5x the annual rent of the unit. Minimum income limits do not apply to households receiving housing assistance (Section 8, VASH, etc.)

The rents of the units will be based on the Area Median Income for the Eastern Worcester County.

Advertising is anticipated to commence 6 months prior to estimated completion.

## Section III: Marketing and Application Distribution

### A. Advertising

The advertising component of the Marketing Plan will include the following:

1. The Fair Housing Logo used by the U.S. Department of Housing and Urban Development (HUD) shall be prominently displayed in the on-site Management Office.
2. All applications, material and website and will display the Fair Housing and Barrier-Free Logos.
3. Whenever the site's telephone number is provided, the MA Relay 711 number will also be used.
4. Advertisements will run in each newspaper twice for a 60-day period.
5. Advertisements will be consistent in size (approximately 1/8 page – 1/4page) and other major attributes among various publications.

### B. Marketing Activities

The marketing period will be 60 days in length – from **DATES TBD** through **DATES TBD**. The following marketing approaches will be:

1) Newspapers Advertisements: The lottery advertisement will be published in several newspapers listed below.
2) Website Advertisements: The lottery advertisement will be listed on the website listed below.
3) Direct Mailings: The agencies listed below in the Organizations chart will receive lottery advertisements and information on the lottery.
4) Information Session: Maloney Properties will also conduct an information session for households interested in potential units.
5) E-mail blasts: Maloney Properties maintains an email database with approximately 22,000 emails of people interested in affordable housing opportunities.

Applications and information packets will be available by mail and email as well as in person at the Bolton Public Library located at 738 Main Street, Bolton MA 01740. The staff of Maloney Properties are available to assist individuals in the completion of their application and are able to accommodate households with disabilities that may impede their ability to complete the application. For households with limited English proficiency, Maloney Properties staff can arrange for assistance with translation.

Applicants have the right to request a reasonable accommodation, which may include a change to a policy, procedure or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing. Applicants may also be entitled to a reasonable modification(s) of the housing, when such modifications are necessary to afford a person with a disability an equal opportunity to use and enjoy the housing.

Upon Vacancies or Creation of New Units

Upon vacancies of specific units, the following additional marketing will take place:

- website postings with Metro List and Mass Access
- mailings to local community organizations

If an insufficient number of applicants are in the pool, then the following marketing will take place:

- e-mails to the entire data base of potentially interested parties.
- additional paid advertising, pending availability of funding.
- additional website postings

After the initial lottery, all applicants remaining on the lottery list will be kept on the waiting list for future vacancies. A vacant unit would be offered to the highest ranked household on that retained list. A waiting list shall be maintained and updated on an annual basis through additional marketing through the affirmative marketing websites and newspapers listed below.

## Affirmative Marketing: Websites

| Website | Organization |
|---|---|
| www.mbhp.org | Metropolitan Boston Housing Partnership |
| www.MassAccessHousingRegistry.org | Citizens Housing and Planning Association (CHAPA) |
| www.MaloneyRealEstate.com | Maloney Real Estate |

## Affirmative Marketing: Newspapers

| Media | Area Served | Demographic |
|---|---|---|
| The Bolton Independent | Local – Bolton | Mixed |
| The Bolton Common | Local – Bolton | Mixed |
| Worcester Telegram | Local | Mixed |
| The Boston Globe | General - Greater Boston | Mixed |
| El Mundo | Greater Boston | Hispanic / Latino |
| Bay State Banner | Greater Boston | African American |
| Sampan | Greater Boston | Chinese & Other Asian |

### C. Community Organizations, Agencies and Listings

The Lottery Agent will send out to the Community Resources contacts written notification that the housing at the property is available. Lottery advertisements and outreach letters will be sent to the local fair housing commission, area churches, local and regional housing agencies, civic groups, social service agencies and other non-profit agencies including, but not limited to, those listed below.

| *Name and Address of Group/Organization* | *Address* |
|---|---|
| Boston Fair Housing Commission Metro list | One City Hall Square, Boston, MA |
| Massachusetts Affordable Housing Alliance | 97 Center Street, Dorchester, MA |
| CHAPA – Mass Access | 18 Tremont Street, Boston, MA |
| Regional Housing Network of Massachusetts | 18 Tremont Street, Boston, MA |
| Mass Housing | 1 Beacon Street, Boston, Ma 02108 |
| Massachusetts Housing Partnership | 160 Federal Street, Boston, MA 02110 |
| Regional Housing Services Office (RHSO) | 37 Knox Trail, Acton, MA 01720 |
| Bolton Housing Authority | Town Hall, 663 Main Street, Bolton, MA 01740 |
| Bolton Public Library | 738 Main Street, Bolton, MA 01740 |

### D. Application Distribution

Applications will be made available from **DATES TBD** through the following methods:

Visit the website: www.AltaNashobaValleyLottery.com

Call: 781-992-5301
Pick up in person: Bolton Public Library located at 738 Main Street, Bolton MA 01740.

Monday – Thursday: 9:00 AM – 9:00 PM
Friday & Saturday: 9:00 AM – 5:00 PM

Applications will include the following material:

1. Cover Letter – Explanation of the project, description of the units and finishes
2. Application
3. Floor Plans

Maloney Properties will conduct an informational meeting regarding the lottery process for any interested applicants. The information meeting will be held during a weekday night at the Bolton Public Library located at 738 Main Street, Bolton MA 01740. during business hours. The meeting will be held on **DATES TBD**.

All completed applications filed (with all information completed, signatures/dates and all corroborating documentation as detailed within the application) will be date-stamped and a log will be created and maintained of all applications received. All applicants will receive written notification of receipt of their completed application by email. Applicants will also receive a letter stating whether they will be entered into the lottery or not.

The deadline for completed applications by mail only, postmarked no later than **DATES TBD**.

Mailed to:
Maloney Properties, Inc.
Attention: Alta Nashoba Valley Lottery
27 Mica Lane, Wellesley MA 02481

## Section IV: Income Eligibility and Preferences

### A. Income Eligibility

The income and asset eligibility screening process will begin upon receipt of applications. Applicant's incomes must be under the maximum incomes allowed.

Area Median Income (AMI) – means area median household income as defined by HUD pursuant to section 3 of the 42 U.S.C. 1437 (the Housing Act of 1937), as amended, adjusted for household size.

The maximum income limits are as follows:

Maximum Income Limits per Household Size

| Household Size | 80% AMI Low Income |
|---|---|
| 1 | $55,950 |
| 2 | $63,950 |
| 3 | $71,950 |
| 4 | $79,900 |
| 5 | $86,300 |
| 6 | $92,700 |

** 2021 Area Median Incomes for the Eastern Worchester County MA Area. Income limits are subject to change based.*

Maloney Properties will verify income and assets based upon the regulations set forth outlined in the HUD Handbook **4350.3, REVl, Change 4, Chapter 5.**
Maloney Properties will conduct their review by requesting the following required documentation for each application for individuals over the age of 18:

1. Completed signed application.
2. Proof of Identity for all household members
3. Last five (5) consecutive paychecks for each household member over 18 years old.
4. One (1) month of assets including checking, savings, 401K, IRA, pensions, stocks, bonds and other assets.
5. Most recent Federal tax return Federal taxes, W-2, 1099
6. Households cannot own a home, including a trust.
7. Individuals or their families with a financial interest in the development are not eligible for the lottery.
8. There is no asset limit. If the value of assets is over $5,000, the value is imputed at a passbook rate of .02%.

Only applicants who meet the applicable eligibility requirements shall be entered into the lottery. Applicants who are rejected will receive a rejection letter in writing and will be given seven (7) days for the opportunity to appeal the decision. Please see the attached rejection letter.

For applicants that appeal a rejection, a conference call meeting will be conducted by a member of the Property Management staff. Within 5 business days of conference call meeting, we will respond in writing to advise you of the conference outcome. If an applicant has a disability and needs a reasonable accommodation in order to participate in the informal hearing process, they must inform Maloney Properties. Likewise, if you have limited English proficiency and as a result need a language interpreter or some other assistance, Maloney Properties would be happy to provide it free of charge.

## Section V. Lottery Process

Below is a description of the lottery process:

1. Eligible applicants will be placed in the lottery pool list.

2. Once all applicants have been submitted by the deadline date, a lottery will be scheduled, and the public invited. This will not be mandatory for applicants to attend.

3. The lottery will be conducted by a neutral party, preferably a representative from the Town of Bolton, not connected with the developer or the managing agent. This representative would ideally be drawing the ballots that assigned the lottery numbers.

4. The location of the lottery will be held at Bolton Public Library located at 738 Main Street, Bolton MA 01740. The date of the lottery is to be determined.

5. As each application/card is drawn from the receptacle, the number of the draw is announced and indicated on a master list, as well as on the application/card. *For*

*example*, the first application/card drawn will be indicated as #1 on the master list; and the application/card will be marked with a #1.

6. This process will be held for both the local preference pool and the general pool for each unit size:
   - Local Preference Pool
   - General Pool

Minority Preference:

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the HUD-defined area, currently 27%, a preliminary lottery will be held with all minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn at random from the general pool until their percentage in the local pool closely approximates the percentage in the surrounding area. Applicants not selected for the local pool would be in the Open Pool only.

7. Applicants in each bedroom category will be assigned a lottery number and applicants will be adjusted rank based on the following in both the Local preference pool and Open pool:
   - Lottery number
   - Local Preference
   - Household size preference
   - Preference for disables households for accessible units.

8. After the lottery, each applicant will be notified in writing of his/her place on each list applicable. The top pool of applicants will be invited to view the units. The order in which applicants are offered the units first are as follows:
   - Lottery #
   - Household Size
   - Local Preference
   - Preference for disables households for accessible units.

9. In the days following the lottery, the top pool of applicants will be invited to view the unit(s).
10. After the Lottery, Maloney Properties will contact the top households on the lottery list by email and will give five (5) business days to provide any additional information required verify their eligibility. In the event the applicant does not have an email address, Maloney Properties will request by letter and follow up with phone calls and give 7 business days for a deadline.
11. If the top ranked household wishes to move forward with the unit and their application is verified and deemed eligible then they will be forwarded to owner for final selection.
12. Households that choose to move forward with the application process will also be screened by the owner/developer based on their tenant suitability standards.

13. The owner/developer will conduct the following screening methods for each applicant:

- Credit Check
- Landlord Reference Check
- Criminal Background/CORI Checks

Note: this screening will **only** take place once a household is reached on the lottery list **and** confirms that he/she wishes to move forward with the process.

14. Households will not be screened for credit, landlord reference or criminal background check until it is determined that they will be reached on the lottery list and they viewed the unit and have confirmed they are interested.
15. An owner may reject an applicant based on credit or other background checks so long as the same screening procedures and considerations are applied to all other rental units at the property, including the market rate units.
16. If the household declines to accept the available unit, they will be withdrawn from the lottery list and the unit will be offered to the next highest ranked household.
17. Failure to provide requested information and documentation by the given deadline will result in the household becoming ineligible for the unit.
18. If an applicant fails to respond to Maloney Properties' initial contact/request for documentation by the given deadline, Maloney Properties will send a formal rejection to the applicant with the option to appeal within 7 days from the date of the rejection. Rejection letters will be sent via both email and direct mail.

19. Once a household is screen by the owner/developer and deemed income eligible, they will be instructed to sign a lease.
20. Once deemed income eligible, the household will have 60 days to sign a

## Section VI. Waiting List

After occupancy, households will be to be recertified on an annual basis. If the household's income exceeds 140% AMI upon renewal, they will no longer be eligible to occupy the unit.

The lottery agent will retain a list of households who are not awarded a unit from the initial lottery, in the order that they were drawn from the general (non-local) pool. If any of the initial renters/buyers do not rent/purchase a unit, the unit shall be offered to the highest ranked household on that retained list.

The wait list generally may be retained and used to fill units for up to one (1) year. However, other factors such as the number of households remaining on the list, the likelihood of the continuing eligibility of such households, and the demographic diversity of such households may inform the retention time of the list, subject to the approval of the Subsidizing Agency.

After the initial lottery, waiting lists should be analyzed, maintained, and updated (through additional marketing) so that they remain consistent with the objectives of the housing program and are adequately representative of the racial, ethic, and other characteristics of potential applicants in the housing market region.

VI. Attachments

1. Maloney Properties' Reasonable Accommodation Policy
2. Maloney Properties' Language Access Plan
3. Sample Rejection Letter
4. Sample Lottery Advertisement
5. Sample Lottery Application & Information Packet
6. List of Local Civic & Community Organizations
7. Maloney Properties, Inc Company Bio & Resume

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

_____ _____

WP East Acquisitions, LLC Maloney Properties, Inc

verification source it shall obtain a release of information from the person with a disability or his/her legal guardian before doing so.

- In considering the request, the Property Manager must verify that the resident meets the definition of a person with a disability as defined by federal and state law – "*A person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment*" unless the person's disability is apparent. If the person's disability is apparent, further documentation is not required to verify this. When necessary, documentation regarding disability status can be obtained through sources permitted in Appendix 3 of the 4350.3 Rev-1, including, but not limited to, third party verification from a reliable source (i.e. health care provider, support group, rehab specialist, school) or in accordance with HUD Guidance, a disability benefits award letter and a credible statement from the individual.

- The Property Manager must then verify the connection, or nexus, between the person's disability and the request for reasonable accommodation unless the connection is obvious. Again, if the connection is obvious, third party verification is not required to verify this.

- If documentation regarding the nexus between the disability status and the need for the accommodation is needed, it must be provided through a reliable third party as identified by the requester. The third party doesn't have to be a medical provider, but it does have to be someone who in their capacity as a professional is knowledgeable about whether the individual is a person with a disability and, as a result of this person's disability, he/she needs the requested accommodation in order to have an equal opportunity to apply to or enjoy his/her housing or fully participate in a program or service offered by the housing. Verification is obtained using the Reasonable Accommodation Verification Package available on the intranet under Compliance Shared Documents. The Property Manager must follow up with the third party verification source if there is inconsistent or incomplete documentation provided prior to making a decision. Management must document all communication with the verification source including date and time of each conversation, who you spoke with (name and title), contact information and the details of each conversation. Management shall use the F29, Telephone Verification/Clarification to document phone conversations, and track their efforts using the Reasonable Accommodation Log.

- The Notice states that we will provide the resident or applicant an answer within 10 business days of receiving the request unless there is a problem getting the information we need, or unless the individual agrees to a longer time. It often takes longer than 10 business days to get a third party response. However, we must make sure we do not delay the process on management's end. As such, management shall make every effort to send out all third party verifications within 2 business day of receiving the request. In accordance with MPI's Fair Housing Guidelines, all verification letters must

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result have limited English proficiency, please follow MPI's Language Assistance Plan (LAP). You will find our Language Assistance Plan, the Language Assistance Notice, Language ID Card, contact information for the Language Hot Line and LEP PowerPoint Presentation on the intranet under Compliance Shared Documents.

Maloney Properties Inc. does not discriminate on the basis of any protected status, including disability, in the admission of or access to, or treatment or employment in its programs and activities. Maloney Properties, Inc. provides persons with disabilities the opportunity to request a Reasonable Accommodation in order to apply to and participate in such programs and activities. Maloney Properties, Inc. also provides people whose primary language isn't English and as a result have limited English proficiency the opportunity to request free language assistance in order to apply to or participate in its programs and activities. Kathy Broderick coordinates Maloney Properties' compliance with all nondiscrimination requirements, including Section 504. Contact her with any questions or concerns relating to Maloney Properties' compliance with nondiscrimination requirements: Telephone (781) 943-0200 x255, Relay #711 or at Maloney Properties, Inc, 27 Mica Lane, Wellesley, MA 02481.

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Maloney Properties Inc.

# Language Access Plan (LAP)

## Introduction and Purpose

Maloney Properties, Inc., hereinafter referred to as Maloney Properties, manages federally assisted sites in Massachusetts, Vermont and Rhode Island. Maloney Properties is committed to complying with all civil rights laws, including Title VI of the Civil Rights Act of 1964 (Title VI), which requires us to make sure individuals with limited English proficiency (LEP) have meaningful access to our housing programs and activities. The term LEP does not refer to people who are bilingual, but rather individuals who have a limited ability to read, write, or understand English well or at all because their primary or sole language is not English.

The purpose of this plan is to ensure that we provide individuals with LEP meaningful access to our housing programs and activities. Maloney Properties has chosen to complete one language assistance plan (LAP) for all of our sites to make sure that our policies and procedures are consistent throughout our company, and because our capacity to meet the needs of LEP individuals is greatly increased if we use the resources and expertise available throughout our company rather than those available solely at each site. However, in preparation for writing this plan and in order to identify the specific needs of each site with the goal of providing meaningful access to our housing programs for LEP applicants and residents, a separate assessment has been conducted for each site, using the four-factor analysis provided in the Department of Housing and Urban Development's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.

In accordance with this four-factor analysis, Maloney Properties' site-specific assessment balanced the following:

1) The number or proportion of LEP persons served or encountered in the eligible service population. (As instructed in the guidance for the purpose of determining those LEP persons "served or encountered", we included those persons who would be served or encountered if the persons received adequate outreach and we provided sufficient language services);

2) The frequency with which LEP persons come into contact with each site;



www.maloneyproperties.com

27 Mica Lane, Wellesley, MA 02481 | Tel: 781-943-0200 | Toll-Free: 866-674-0064 | TDD: 1-800-439-2370 | Fax: 781-237-5078

EQUAL HOUSING OPPORTUNITY / EQUAL OPPORTUNITY EMPLOYER | PLEASE CONTACT 504 COORDINATOR, EXT. 255

3) The nature and importance of the program, activity or service provided by the site; and

4) The resources available and costs to each site. Please note that to the extent possible, we have tried to reduce the site costs by identifying the resources available throughout our company and making them available to each site.

We recognize that regardless of how few LEP persons we serve, we are obligated to provide oral interpretation services in some form. We also understand that the extent of our obligation to provide both oral and written translation is dependent on the four-factor analysis we conducted at each site. We have chosen to follow the Safe Harbor Rule, contained in HUD's final guidance, to assist us in determining when to provide translation of vital documents. The Safe Harbor Rule for written translation of vital documents is based on the number and percentages of the market area-eligible population or current beneficiaries and applicants that are LEP. According to the Safe Harbor Rule:

> HUD would expect translation of vital documents to be provided when the eligible LEP population in the market area or current beneficiaries exceeds 1,000 persons or if it exceeds 5% of the eligible population or beneficiaries along with more than 50 people. In cases where more than 5% of the eligible population speaks a specific language, but fewer than 50 persons are affected, there should be a translated written notice of the person's right to oral interpretation.

**LEP Populations of Each Site to be Served or Encountered and the Frequency of Encounters**

Our company manages sites in three states. Obviously, because we provide low, moderate and market rate housing, an argument can be made that the geographic area we serve is quite extensive and the LEP populations to be served by our sites are quite numerous. However, upon review of the guidance, we do not construe our obligation to provide language assistance quite so broadly. Rather we determined the LEP populations to be served are based on the following: 1) census data; 2) a review of current residents' language needs; 3) conversations with social service agencies in the geographic area where our sites are located; and 4) a review of each site's Affirmative Fair Housing Marketing Plan (AFHMP). We have chosen to identify separately the languages identified in the census data and our AFHMP from our current beneficiaries to determine which LEP groups we may not be adequately marketing to, and what documents we need to translate into which languages.

The chart in Appendix 1 reflects each of Maloney Properties' assisted sites, the LEP populations in the geographic area based on the census, and the LEP populations significantly represented at each site by language:

Maloney Properties recognizes that its staff has, and will continue to have, significant contact with the identified LEP persons throughout the occupancy cycle: application, occupancy and move-out process (and, if applicable, eviction). This includes the following:

1) The application process, including telephone communication, assistance in filling out the application, the interview, and the signing of all requisite forms and the lease;

2) Standard interactions with a resident, including but not limited to, recertification, maintenance checks, standard maintenance requests and emergencies, newsletters, notifications of events, lease violation notices, and social events;

3) The move-out process; and, if applicable;

4) Eviction proceedings.

**Language Assistance Measures**

The type of language assistance necessary to provide meaningful access will vary depending on the type of communication staff is having with the LEP person (e.g. phone, in person or written communication) and in some circumstances more than one method will work. Regardless of how the language assistance is provided, we recognize the importance of providing such services in a timely manner and in an appropriate place. Failure to do so may effectively delay or deny LEP applicants and tenants access to our housing and services. We recognize that HUD's Safe Harbor Rule is not applicable to oral communication. In other words, we have an obligation to provide oral language assistance regardless of the number or percentage of persons who comprise a specific language group at a site or in the service area. The degree to which we will provide oral language assistance will depend on the nature and importance of the activity:

- Although recreational activities provided by our sites are important to the quality of life in the community, we do not have the resources to provide language assistance to each person during such events.

- We will provide language assistance to LEP individuals for important, critical junctures, such as assistance with the application, the application interview, recertification, health and safety related issues, fair housing related matters (including any discussions regarding the need for reasonable accommodation), conflict resolution between residents, lease violation notification and related meetings, and relocation and displacement issues if requested. Notice of the right to free language assistance will be provided.

- When we hold site-wide resident meetings, we will automatically provide an interpreter for any LEP population for whom we translate vital written documents. We will also announce in major languages in any public notice of the meeting that anyone in need of an interpreter may call a certain number before the meeting to request an interpreter.

As stated earlier, and discussed later in this document, we have applied the Safe Harbor Rule to determine our obligation to provide written translation of documents.

I Speak Cards

In order to be able to provide language assistance, we need to identify who needs the assistance. All applicants (regardless of race or national origin) will be asked if they need language assistance. All sites will use the language identification cards to invite LEP persons who apply and who currently live at the development to identify their own language needs.

Competent Bilingual Staff

Maloney Properties makes every effort to hire staff that can communicate with residents. A significant consideration when hiring staff for a site (managerial as well as maintenance staff) is whether the applicant can competently provide language assistance to LEP residents at the site. A large percentage of our site staff is bilingual and every effort has been made to match their language skills with the needs of LEP residents. Our preference is to meet the needs of our LEP applicants and residents through direct language assistance with our site staff throughout the occupancy cycle. When this is not possible, we are committed to meeting our LEP applicants and residents' needs through other methods.

We understand that it is not enough for staff to be "bilingual" when communicating with our LEP applicants and residents. Some bilingual persons may be able to effectively communicate in two languages but are not competent to interpret between English and that language. We also recognize that the skills of interpreting and the skills used for translating are not the same. A person may be capable of one and not the other. We will make every effort to offer bilingual staff interpreter training and professional development opportunities to ensure that communication is effective and accurate.

Oral Language Services In Addition To Bilingual Staff

Maloney Properties' goal is to provide meaningful access to our programs for individuals with limited English proficiency in a timely manner. As stated above, we often use competent bilingual staff to act as interpreters for applicants and tenants.

In addition, all of Maloney Properties' sites have been provided a list of interpreters (and translators) for various language groups, which includes contact information and fees. All individuals on this list are professionals. This list was created by using a list of interpreters and translators provided by the Office of New Bostonians.

Informal Interpreters

Applicants and Residents who have limited English proficiency often choose to bring an informal interpreter with them to assist in communication, including but not limited to the LEP client's family members, friends, legal guardians, service representatives or personal advocates. In such instances, site staff must remember the following:

- LEP persons who bring an informal interpreter with them must be reminded that Maloney Properties is willing to pay for free language interpretation. If the LEP person prefers the informal interpreter, he/she will be permitted to do so at his/her own expense. Also, they must sign an acknowledgement that Maloney Properties has offered free interpreter services and that he/she has elected not to have a formal interpreter present. This acknowledgement will be in the person's language;

- Informal interpreters may not be appropriate, depending on the circumstances and subject matter. Simply put, not all informal interpreters are competent to provide quality and accurate interpretations. As a result, such language assistance may not result in an LEP person obtaining meaningful access to our housing. If a LEP client wants an informal interpreter, Maloney Properties may choose to also have a formal interpreter to ensure accurate interpretation of complex, legal material;

- In emergency situations that are not reasonably foreseeable, Maloney Properties may need to temporarily rely on informal interpreters. Reliance on children is especially discouraged unless there is an extreme emergency and no competent interpreters are available.

Telephone Interpreter Service Line

All site personnel have been provided information on how to access and utilize Language Line Services, which can provide immediate interpreter services in over 140 different languages. This can be very helpful when an LEP applicant calls or comes in and no other interpreter is available to assist. This service is extremely costly and it is the policy of Maloney Properties that it should be used in emergency situations only, unless otherwise approved by the Regional Manager. Its effectiveness can also be limited when staff need to discuss documents unless the telephonic interpreter is provided adequate time to review the documents prior to the interpreter service.

Written Translation Services

Maloney Properties will provide written translation of vital documents into the language of each frequently encountered LEP group who are currently residing in our developments as determined by HUD's Safe Harbor Rule. These languages are Spanish, Bosnian and Mandarin Chinese. In addition, we will conduct our marketing (such as using advertisements) in a manner that reaches

each LEP group "eligible" to be served based on the census data for the geographic area designated by the applicable AFHMP.

We will immediately translate the following vital documents in Spanish, Bosnian and Mandarin Chinese. We also hope to eventually translate these documents in the following other languages as an extra service to resident populations that we serve, but that is less than the Safe Harbor threshold, such as Portuguese, Russian, Haitian Creole and Cambodian:

- Notices of free language assistance for persons with LEP;
- Application/Pre-application if applicable;
- Interview Certification Form and
- Notice of Non-Discrimination and Reasonable Accommodation. In addition, HUD's fair housing poster will be posted in the applicable languages in all our sites.
- Disclosure of Information on Lead-Based Paint

We will actively work with our attorneys to translate the following vital documents in Spanish, Bosnian and Mandarin Chinese.

- Rejection Notice
- Lease Violation Notice
- Summary process forms
- Notice to Quit

We will also create a library of important meeting notices (including meetings to discuss rent increases, renovations, elevator work, fire drills, inspections and extermination and changes in house rules).

We will provide the HUD Spanish Lease for information purposes only and continue to review HUD's website for the publication of its lease in other applicable languages. We will also provide residents other HUD produced material in applicable languages, such as the Rights and Responsibilities Brochure, if available. We will not translate the HUD 50059. Rather, we will wait for HUD to do this. Likewise, we will not translate any document created by a monitoring agency that we are required to use, such as MHFA's lease, or the tax credit Tenant Income Certification. We will rely on the applicable monitoring agency to do this. We will work to translate any Maloney Properties, Inc. addendums to the applicable leases. We will review our progress and whether this approach is working within 12 months of implementing this plan.

All of Maloney Properties' sites have been provided with an updated version of the New Bostonians list of translators for various language groups, which includes contact information and fees. All individuals on this list are professionals.

In addition, site staff may contact Pam Mullin at Maloney Properties to determine if there is someone on staff at Maloney Properties who can assist in oral communication. A list of in-house

In addition, staff persons who have contact with our applicants and residents are trained to work effectively with in-person and telephone interpreters, and the various modes of interpretation (simultaneous interpretation, consecutive interpretation and sight interpretation). The greater the contact, the more in-depth training they receive. In addition, managers, assistant managers, regional managers and compliance personnel must be fully aware of and understand their plan so they can reinforce its importance and ensure proper implementation.

## Providing Notice of Free Language Services to Persons with LEP

We recognize that it is important to put applicants and residents on notice that we provide free language assistance. We have developed a notice in different languages that states this and how to obtain language assistance. We will notify persons through the following methods:

A) Post signs in common areas, offices and anywhere applications are taken in an accessible manner;
B) Place this statement in marketing materials, if space is limited, we will put it in the most common language(s);
C) Provide notification with our application materials;
D) Provide notification with recertification materials;
E) Use a telephone voice mail menu in the most common languages encountered at sites where voice mail is used;

## Continuous Oversight of the LAP – Monitoring and Updates

Maloney Properties' Compliance Department will monitor and update this LAP on an ongoing basis.

- Staff must track the language assistance requested and what was provided - both the type of assistance requested as well as in what language. The purpose of this is to determine both need and how well Maloney Properties is satisfying these needs.

- Maloney Properties will annually review the demographics of our residents to make sure their language assistance needs are adequately met.

- If new demographic data is released by the federal or state government, Maloney Properties will review the data and implement accordingly (i.e., adjust marketing efforts and update this plan). In addition, special attention will be made to incorporate this plan into any AFHMP updates, as applicable.

Note: We should consider asking community representatives and service providers to attend a meeting to discuss provision of LEP services and to identify LEP groups in the area we do not know about.

Also hold a meeting with our residents to identify any needs we are unaware of.

# SAMPLE REJECTION LETTER

MONTH DATE, YEAR

Applicant Name
Street Address
City, State, Zip Code

Dear Applicant Name,

After carefully reviewing your application for housing at PROPERTY, we regret to inform you that your application has been rejected.

The decision for the denial was based on one or more of the following reasons:

Reason_for_Rejection

If the unfavorable circumstances listed above are the result of your having a disability, you may request a reasonable accommodation. A reasonable accommodation is an adjustment to a procedure, unit or common area that will prevent the tenancy related problem from recurring and enable you to be lease compliant.

If you would like to appeal the rejection, you may request a conference call meeting, in writing within **5 days** of the denial date by contacting:

John Costello
617-209-5250
Mass Relay 711
jcostello@maloneyproperties.com

The conference will be conducted by a member of the Property Management staff. Within 5 business days we will respond in writing to advise you of the conference outcome. If you have a disability and need a reasonable accommodation in order to participate in the informal hearing process, please inform management and we will be happy to provide it. Likewise, if you have limited English proficiency and as a result need a language interpreter or some other assistance, please inform management and we would be happy to provide it free of charge.

If you believe you have been discriminated against in seeking housing, you should contact the Boston Fair Housing Commission, tel 617-635-4408, or the Mass Commission Against Discrimination tel 617-727-3990; or the US Dept of Housing and Urban Development, tel: 617-994-8300."

Sincerely,

John Costello
Maloney Properties Inc.
617-209-5250 | jcostello@maloneyproperties.com

Maloney Properties Inc. does not discriminate on the basis of any protected status, including disability, in the admission of or access to, or treatment or employment in its programs and activities. Maloney Properties, Inc. provides persons with disabilities the opportunity to request a Reasonable Accommodation in order to apply to and participate in such programs and activities. Maloney Properties, Inc. also provides people whose primary language isn't English and as a result have limited English proficiency the opportunity to request free language assistance in order to apply to or participate in its programs and activities. Kathy Broderick coordinates Maloney Properties' compliance with all nondiscrimination requirements, including Section 504. Contact her with any questions or concerns relating to Maloney Properties' compliance with nondiscrimination requirements: Telephone (781) 943-0200 x255, US Relay 711or at Maloney Properties, Inc, 27 Mica Lane, Wellesley, MA 02481.

**SAMPLE LOTTERY ADVERTISEMENT**

Town of Bolton Income Restricted Rental Opportunity

**580 Main Street, Bolton, MA 01740**

www.AltaNashobaValleyLottery.com

**58 Income Restricted Units Available**

| # of Available Units | Unit Size | Rent |
|---|---|---|
| 26 | 1 Bedroom | $1,599 |
| 26 | 2 Bedroom | $1,799 |
| 6 | 3 Bedroom | $1,998 |

Maximum Income Limits per Household Size

| Household Size | 80% AMI Low Income |
|---|---|
| 1 | $55,950 |
| 2 | $63,950 |
| 3 | $71,950 |
| 4 | $79,900 |
| 5 | $86,300 |
| 6 | $92,700 |

** 2021 Area Median Incomes for the Eastern Worchester County MA Area. Income limits are subject to change based.*

Households may request an application be sent by email or mail from **DATES TBD** through the following methods:

**Visit**: www.AltaNashobaValleyLottery.com

**Call**: 781-992-5XXX – MA Relay 711

Applications will also be able to pick up an application at the Bolton Public Library located at 738 Main Street, Bolton MA 01740. during business hours from

***DATES TBD***

**Information Session:**

***DATE TBD***.

Bolton Public Library located at 738 Main Street, Bolton MA 01740. Deadline for completed applications by mail only:

Postmarked no later than ***DATE TBD***

Maloney Properties, Inc.

Attention: Alta Nashoba Valley Lottery

27 Mica Lane, Wellesley MA 02481

Selection by lottery. Use & Occupancy restrictions apply. For more info or reasonable accommodations, call Maloney Properties, Inc 781-992-5XXX - MA Relay 711 or email: AltaNashobaValley@maloneyproperties.com

EQUAL HOUSING OPPORTUNITY **Equal Housing Opportunity**

# SAMPLE OUTREACH LETTER

Dear Prospective Tenant,

Maloney Properties, Inc. is pleased to provide you with the information for renting a new apartment at Alta Nashoba Valley– located at 580 Main Street in Bolton, MA.

The following provides a description of the property, income and eligibility requirements, unit pricing, preference criteria and a sample timeline of the process following the lottery. We will provide information about the lottery on our website: www.AltaNashobaValleyLottery.com

## Location and Building Description

Alta Nashoba Valley is a future residential development located off Interstate 495 at 580 Main Street in Bolton, MA. The development will consist of four 3 story buildings with a total of 229 apartments.

Twenty-five (25%) percent of the 229 units will be designated as affordable units. Affordable apartments will not have any difference in finishes from the market-rate apartments. All 229 units will count towards the Town of Bolton's Subsidized Housing Inventory (SHI).

The breakdown of the 58 affordable apartments based on unit type is below:

| # of Units | Unit Type | Estimated Square Footage | Proposed Rents | Proposed Utility Allowance | Net Rent |
|---|---|---|---|---|---|
| 26 | 1 Bedroom | 824 | $1,599 | $154 | $1,445 |
| 26 | 2 Bedroom | 1,114 | $1,799 | $183 | $1,616 |
| 6 | 3 Bedroom | 1,375 | $1,998 | $235 | $1,763 |

Affordable apartments will not have any difference in finishes from the market-rate apartments.

Construction is expected to commence in December 2022 with the first units estimated to be completed in December 2023 and final completion of the project is estimated to be in April 2024.

**Utilities:** Tenants will only be responsible for electricity (cooking & heating). There is no gas on-site. There is an onsite wastewater treatment plant and wells so tenants will not have to pay for water/sewer.

**Parking**: There will be 358 surface parking spaces available and 28 private garages. The surface parking will be free to all tenants. Garage parking will be available for rent at $200/month.

**Storage:** There will be storage spaces ranging in sizes available to rent from $25-$50 per month.

**Building Amenities:** Fitness center, swimming pool, clubroom, work from home suites, game room, courtyard with games, fire pits & BBQ grills.

**Pet Policy:** Cats & Dogs are permitted. Maximum of two pets per unit. There will be monthly fee of $65 per pet.

5% of the units (12 units) at the Property will be Group 2 units built out for persons with disabilities. All Group 2 units will be located on the first floor and distributed evenly among the unit mix.

## APPLICATION REQUEST PERIOD

Households may request an application be sent by email or mail from **DATES TBD** through the following methods:
**Visit**: www.AltaNashobaValleyLottery.com

**Call**: 781-992-5301 – MA Relay 711

Applications will also be able to pick up an application at the Bolton Public Library located at 738 Main Street, Bolton MA 01740. business hours from **DATES TBD**

**Information Session:**
**DATE TBD**.
Bolton Public Library located at 738 Main Street, Bolton MA 01740.

Maloney Properties, Inc. will email you a confirmation receipt within five business days to confirm that we have received your completed application. If you have not received confirmation within five business days, you must contact our office at 781-992-5301 | US Relay 711 immediately.

**Price and Maximum Income Limits:**
Minimum income requirements do not apply to applicants with Section 8 vouchers.

**58 Income Restricted Units Available**

| # of Available Units | Unit Size | Rent |
|---|---|---|
| 26 | 1 Bedroom | $1,599 |
| 26 | 2 Bedroom | $1,799 |
| 6 | 3 Bedroom | $1,998 |

Maximum Income Limits per Household Size

| Household Size | 80% AMI Low Income |
|---|---|
| 1 | $55,950 |
| 2 | $63,950 |
| 3 | $71,950 |
| 4 | $79,900 |
| 5 | $86,300 |
| 6 | $92,700 |

** 2021 Area Median Incomes for the Eastern Worchester County MA Area. Income limits are subject to change based.*

Minimum income requirements do not apply to applicants with Section 8 vouchers.

**Timeline**
The date of the lottery is to be determined. The lottery is expected to be held within 1-2 weeks of the application deadline. All applicants will receive notification of the date, time, and location of the lottery, as well as their application number. The lottery will be open to the public. Applicants are not required to attend the lottery. All applicants will be notified of their lottery number after the lottery.

**Move-ins.**
Move-ins are anticipated to be scheduled for December 2023.

Maloney Properties' staff is available to answer any questions during the process. Please feel free to email us at AltaNashobaValley@MaloneyProperties.com or call 781-992-5301 | US Relay 711.

Thank you,

Maloney Properties, Inc.
27 Mica Lane, Wellesley, MA 02481
www.MaloneyRealEstate.com

**SAMPLE LOTTERY APPLICATION**

Maloney™ PROPERTIES
Property Management • Realty • Development

# Affordable Rental Lottery Application

Alta Nashoba Valley
580 Main Street, Bolton, MA

Completed Applications and supporting documentation must be submitted by mail only. Applications must be Postmarked no later than **MONTH/DATE/YEAR and mailed to:**

Maloney Properties, Inc.
Attention: Alta Nashoba Valley Lottery
27 Mica Lane, Wellesley MA 02481

**Supporting Documentation (Income, Assets, Taxes, etc.) must be submitted with the application. See attached checklist.**

Free language assistance and reasonable accommodations available. For assistance and more information, please call Maloney Properties, Inc 781-992-5XXX - US Relay 711 or email: AltaNashobaValley@maloneyproperties.com

**Equal Housing Opportunity**

# IMPORTANT:

**You may only submit one application per household. Duplicate applications will be discarded and only one application per household will be accepted.**

**Alta Nashoba Valley – 580 Main Street, Bolton, MA**

**Affordable Rental Lottery Application**

## Head of Household:

| | |
|---|---|
| **Name:** | |
| **Street Address:** | |
| **City:** | |
| **State:** | |
| **Zip Code:** | |
| **Email Address:** | |
| **Phone #:** | |

## Head of Household (2):

| | |
|---|---|
| **Name:** | |
| **Street Address:** | |
| **City:** | |
| **State:** | |
| **Zip Code:** | |
| **Email Address:** | |
| **Phone #:** | |

Maloney Properties will contact applicants by email and phone only. If an email address is not provided, we will send notifications through postal mail and follow up by phone.

**What is the total number of people in the household applying for the unit?**

**My Household Size is: _____**

**Are you a mobile voucher holder? (Section 8/ MRVP / VASH) :** Y_____N____

Please complete the below chart for all household members that would be residing in the unit, including yourself:

| Full Name | Age | Head of Household or Occupant | Relationship to Head of Household *(i.e., Daughter, Son, Mother, Father, etc.)* |
|---|---|---|---|
| | | Head of Household | |
| | | | |
| | | | |
| | | | |
| | | | |

**Race & Ethnicity (Optional Disclosure):**

This response is for the race and ethnicity of the head of household only.
There is no penalty for persons who do not complete this section of the application. This information will only be used in aggregate, for the purposes of reporting and analysis.

**Please check all boxes that apply:**

- ☐ Alaskan Native and Native American
- ☐ Asian
- ☐ Black or African American (not of Hispanic origin)
- ☐ Hispanic or Latino
- ☐ Native Hawaiian or Pacific Islander
- ☐ White (not of Hispanic origin)
- ☐ Other (please specify): _____

## Local Preference:

**Do any household members meet the criteria for the local preference?**

☐ **Yes**

☐ **No**

Defined as a household that, at the time of application for an affordable housing unit, falls into the following category:

1. Current residents of Bolton: A household in which one or more members is living in the city or town at the time of application. Documentation of residency should be provided, such as rent receipts, utility bills, street listing or voter registration listings.
2. Municipal Employees of Bolton: Employees of the municipality, such as teachers, janitors, firefighters, police officers, librarians, or town hall employees.
3. Employees of Local Businesses: Employees of businesses located in the municipality.
4. Households with children attending the locality's schools, such as METCO students.

**If "Yes", please provide the appropriate supporting documentation.**

For Current residents of Bolton, one of the following must be provided:

- A utility bill dated within the past 60 days (electric, gas, oil, cable, interest, telephone, or cell phone bill)
- A current signed lease agreement
- Voter Registration

For households that are applying as Municipal Employees of Bolton or Employees of Local Businesses, the pay stubs provided for the income information would suffice if the paystubs showed a Bolton based address.

Households with children attending the locality's schools, a Bolton school transcript should be provided.

1. Do you need a fully accessible unit for someone with a mobility impairment?

☐ Yes □ No

Note: If you only need a unit on the first floor and it doesn't need to be fully accessible, please answer "no" here and respond to question 4 below with a "yes" and let us know your needs.

2. Do you need only certain accessible features of a unit? ☐ Yes ☐ No
   If yes, please list the features that you need to be accessible:
   _____

3. Do you need a unit with special features for someone with a hearing and/or visual impairment?

   ☐ Yes ☐ No

4 . Does any member of the household have any accessibility or reasonable accommodation requests or alternate ways we need to communicate with you?

   ☐ Yes ☐ No
   If yes, please explain:
   _____

## Income Information:

The affordable units will all be in the 80% AMI income category.

| Household Size | 80% AMI Low Income |
|---|---|
| 1 | $55,950 |
| 2 | $63,950 |
| 3 | $71,950 |
| 4 | $79,900 |
| 5 | $86,300 |

** 2021 Area Median Incomes for the Eastern Worchester County MA Area. Income limits are subject to change based.*

## Please list all household members and income below:

| Household Member Name | Estimated Current Annualized Gross Income |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

- Applicants must provide **last 5 consecutive paystubs** or evidence of any other source of income for all adult household members.
- Please include income for any full-time students over age 18.
- Provide school transcript or proof of student status for dependent household members over age of 18 and full-time students.
- For household members with no income over 18 years of age, please provide a no-income affidavit.

**Additional Guidance on Income:**

- **Social Security/ Social Security Disability:** Provide an official statement of monthly amount received for year in review and statement of total amount received for latest tax year.
- **Unemployment:** if receiving unemployment, please provide copies of the unemployment checks.
- **Child support/Alimony:** Provide document indicating the payment amount. Child support income shall be determined based upon the prior 12-month history. Lump sum payments for prior periods shall not be included in calculating the child support payments for the prior 12 months.
- **Pension:** Provide statement indicating amount received for year in review and statement of total amount received for latest tax year.
- **No-income:** Please provide a no income affidavit for anyone with no income aged 18 or over. Include income for full time students over age 18.
- **Self-employed:** If self-employed, please provide a self-prepared year to date profit and loss statement.

When self-employment income is sporadic or based upon commission, the projection of household income currently shall be based upon historical data unless:

(1) The household can demonstrate and verify that it has experienced a change in circumstances that is a reliable indicator that its income has decreased, and that the historical data is not a reasonable basis for projecting household income; or

(2) Documentation indicates that the household has experienced a change in circumstance that is a reliable indicator that its income has increased, and that the historical data is not a reasonable basis for projecting household income.

b. When self-employment income is sporadic or based upon commission and there is no record of self-employment from the last year in which tax returns were filed, the projection of household income will be based solely upon the reliable year-to-date documentation.

**Medical Expense Income Exclusions:**

a. Medical expenses, including insurance costs, do not qualify as an excludable expense, e.g., an expense that may be used to reduce income.

b. If another family member is providing regular monthly payments to help with medical expenses, including insurance costs, that payment is a qualified medical reimbursement and does qualify for income exclusion. Child support designated for medical expenses shall be treated in the same manner; it shall be excluded from income.

## Asset Information:

Please include copies of the past **3 months** of statements for all asset accounts and include all pages of statement. Evidence of all assets must be provided, and all assets must be listed on this application.

This includes checking, savings, stocks, CD's, 401K's, IRA's.

| Full Name | Type of Account | Current Account Balance |
|---|---|---|
| | | **$** |
| | | **$** |
| | | **$** |
| | | **$** |
| | | **$** |

| | | |
|---|---|---|
| | | **$** |
| | | **$** |
| | | **$** |
| | | **$** |
| | | **$** |
| | | **$** |
| | | **$** |

- All assets must be disclosed and listed on the application.
- Asset includes checking, savings, stocks, CD's, 401K's, IRA's, investment, retirement, certificate of deposit, property, down payment gift amount etc.
- Please include copies of past **five (5) most consecutive** months of statements for all asset accounts and include ALL pages of statement (front and back, including fine print pages and pages that are intentionally left blank).
- Pictures or screen shots of the statement are not accepted. We recommend visiting your bank's branch to retrieve a copy of download a PDF version through your bank's website.1q
- Please provide a written explanation for any deposits over $100 that are not from employment.
- If you owned real estate within the past 3 years but it was sold due to a divorce, provide copy of divorce decree and proof of the home sale showing equity received.

## Tax Documentation:

Please include the following for all household members over 18 years of age:

- Copies of the **3 most recent years**. (2016, 2017, & 2018) of Federal Income Tax returns with all schedules included.
- The tax returns must be signed.
- The past 3 years (2016, 2017, & 2018) W2s and/or 1099 Forms.

- **If you did not file taxes** or do not have a copy of your Federal tax return or W2/1099 Forms, you may request a transcript online: https://www.irs.gov/individuals/get-transcript

  Please note the Maloney Properties reserves the right to request additional documentation after reviewing the application. Failure to provide any additional documentation requested by Maloney Properties by the given deadline will result in your application not being entered into the lottery.

  In carrying out this marketing program and buyer selection process, neither the Owner nor its Lottery Agent, will discriminate based on race, color, creed, religion, sex, familial status, sexual orientation, national or ethnic origin, handicap, citizenship, ancestry or marital status, public assistance, gender identity or any other basis prohibited by law.

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

**Application Deadline**:

The deadline for completed applications by mail, postmarked no later than **MONTH DATE, YEAR**

Applications must be mailed to:

Maloney Properties, Inc.
Attention: Alta Nashoba Valley Lottery
27 Mica Lane, Wellesley MA 02481

**Questions**:
Maloney Properties' staff is available to answer any questions during the process.

Please feel free to contact us:
**Email**: AltaNashobaValley@maloneyproperties.com
**Phone**: 781-992-5XXX | US Relay 711
**Website**: www.AltaNashobaValleyLottery.com

**Signature Clause:**

I understand that the Lottery Agent is relying on this information to prove my household's eligibility for Alta Nashoba Valley, Boston, MA. I certify that all information and answers to the above questions are true and complete to the best of my knowledge. I consent to release the necessary information to determine my eligibility. I understand that providing false information or making false statements may be grounds for denial of my application.

I authorize my consent to have the Lottery Agent to verify the information contained in this application for purposes of proving my eligibility for occupancy. I will provide all necessary information and expedite this process in any way possible. I understand that my income must be eligible to be entered the lottery.

**All ADULT household members must sign below:**

**Signature** **Date**

| | |
|---|---|
| **Signature** | **Date** |
| **Signature** | **Date** |

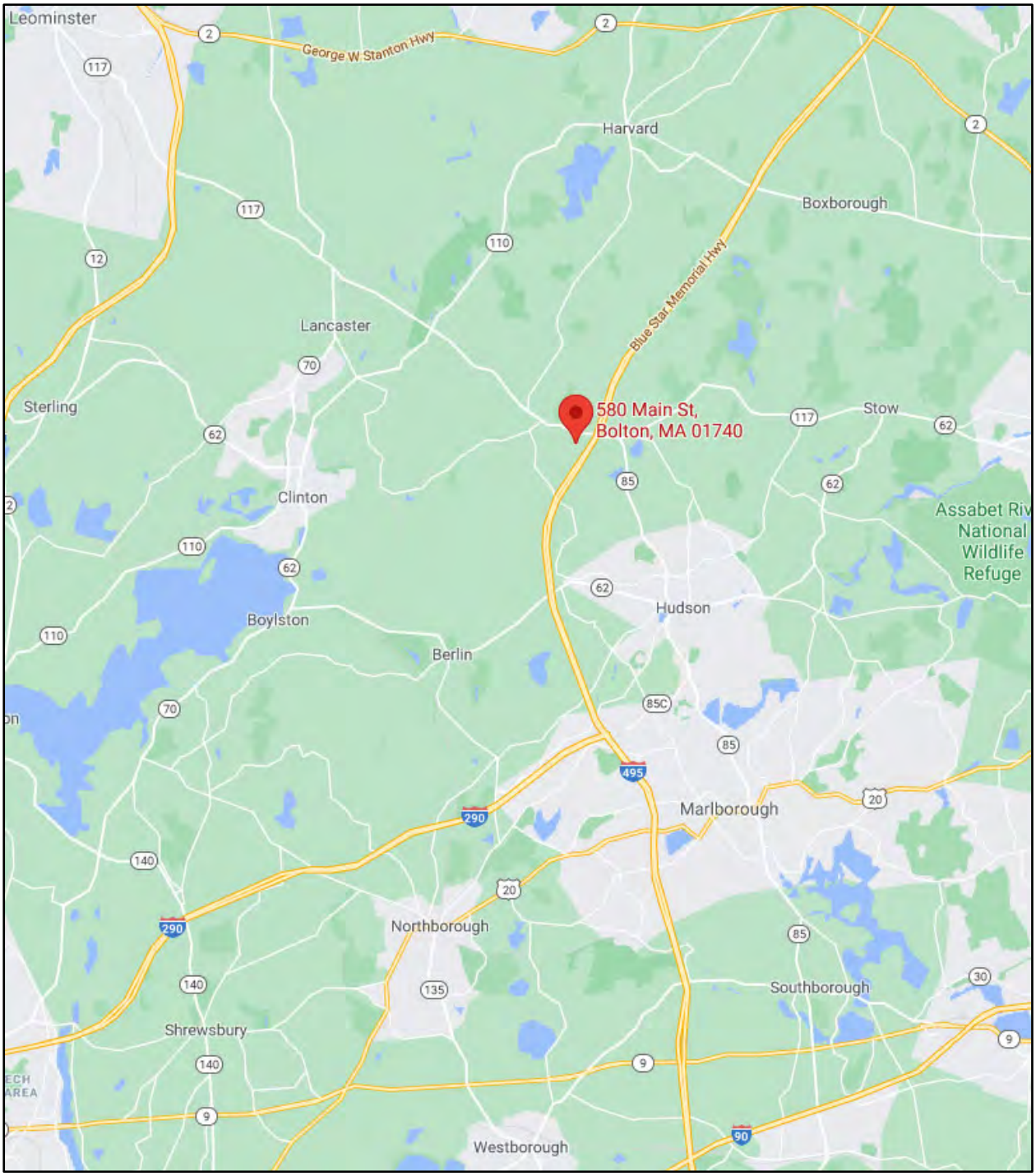
**Equal Housing Opportunity**

## XIII. CHECKLIST OF ATTACHMENTS

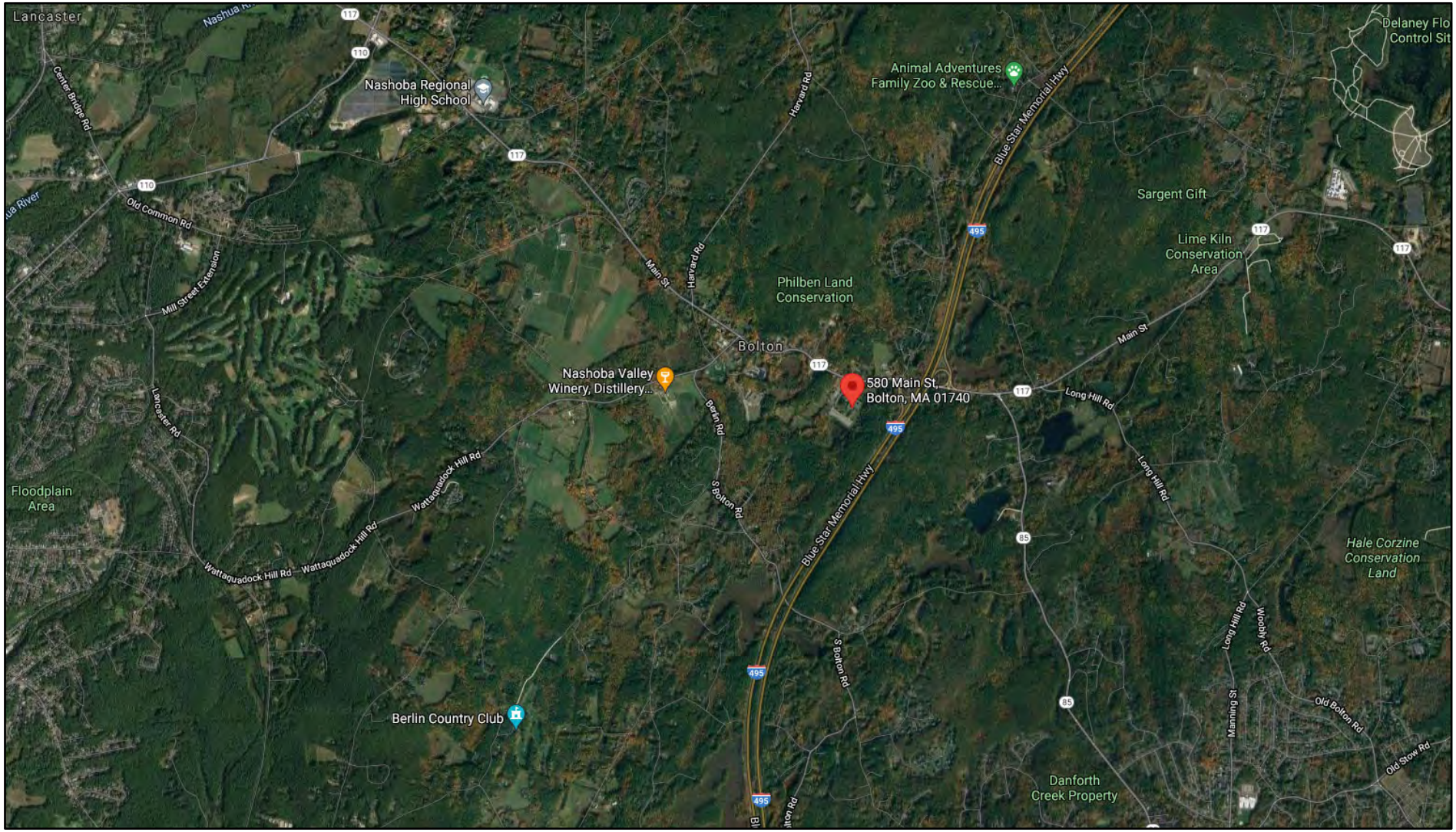
The following documentation must accompany each application:

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

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




WOOD
PARTNERS

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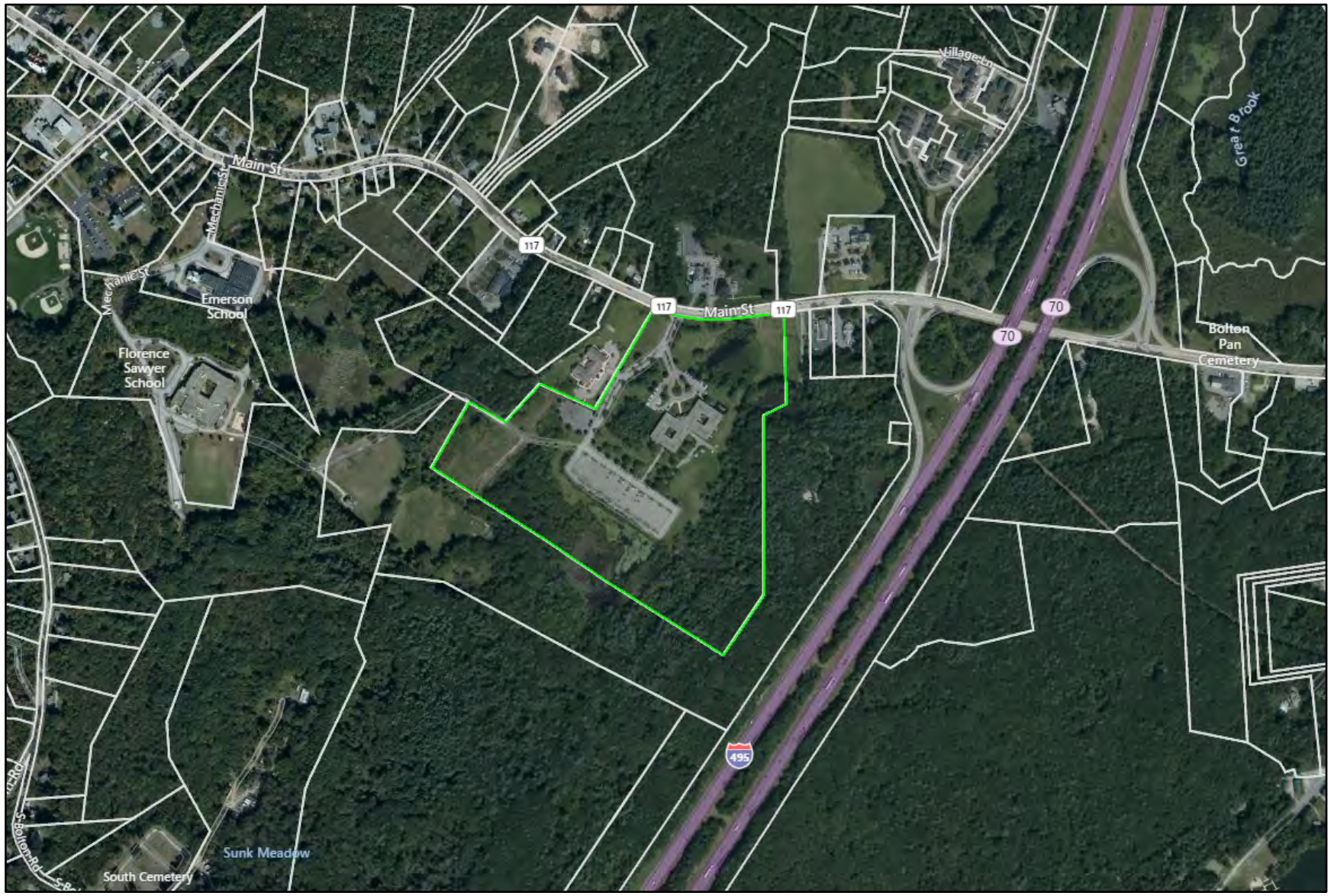
PARTNERS




WOOD
PARTNERS

Execution Version

# AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

This AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (this "**Agreement**") is made and entered into as of this 11th day of December, 2020, by and between BOLTON OFFICE PARK LLC, a Massachusetts limited liability company ("**Seller**"), and WP EAST ACQUISITIONS, L.L.C., a Georgia limited liability company ("**Buyer**").

W I T N E S S E T H T H A T :

WHEREAS, Buyer wishes to purchase, and Seller wishes to sell, the Property (as hereinafter defined), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of [redacted] the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions and Exhibits.

1.1 Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

"**Broker**" shall mean O'Brien Commercial Properties, Inc.

"**Building Permit**" shall mean a building permit for the vertical construction of the Project.

"**Business Day**" shall mean a day other than a Saturday, Sunday or legal or bank holiday in either the State where the Land is located or of the Federal Government.

"**Closing**" shall mean the closing and consummation of the purchase and sale of the Property pursuant hereto.

"**Closing Date**" shall mean the date on which the Closing occurs as provided in Section 9.1 hereof.

"**Contract Date**" shall mean the date upon which this Agreement shall be deemed effective, which shall be the date first above written.

"**Demolition Costs**" shall mean any and all hard and soft costs and expenses associated with the Demolition Work, including the planning, performance and completion thereof.

"**Demolition Holdback**" shall have the meaning set forth in Section 6.5 hereof.

"**Demolition Holdback Agreement**" shall have the meaning set forth in Section 6.5 hereof.

"**Demolition Improvements**" shall mean that portion of the Parent Parcel Improvements which are to be demolished pursuant to the Demolition Plans.

"**Demolition Work**" shall mean all demolition, off-haul and other work to be performed by Seller pursuant to the Demolition Plans immediately upon Closing.

"**Demolition Work Completion**" shall mean the lien-free completion of the Demolition Work in accordance with the Demolition Plans, Demolition Work Permits and all other applicable legal requirements, as confirmed by Seller's delivery to Buyer of: (i) a certificate of completion from Seller's contractor for the Demolition Work, on form reasonably acceptable to Buyer, confirming completion of the Demolition Work in accordance with the Demolition Plans and all applicable legal requirements; and (ii) copies of appropriate lien waivers and full payment affidavits from the contractor and any other applicable materialmen, subcontractors and suppliers capable of recording a lien on the Property under Massachusetts law for the Demolition Work with respect to the performance of the Demolition Work.

"**Demolition Work Completion Deadline**" shall mean the date which is 60 days after Closing.

"**Demolition Work Permits**" shall have the meaning set forth in Section 6.5 hereof.

"**Demolition Plans**" shall have the meaning set forth in Section 6.5 hereof.

"**Development Approvals**" shall mean all federal, state, county, and municipal government permits, approvals, and modifications that are necessary for the Intended Use which are reasonably acceptable to Buyer in its reasonable discretion and do not impose upon Buyer or the Land any conditions to or limitations on the acquisition, development or use of the Land which are unacceptable to Buyer in its reasonable discretion. For the purposes hereof, Buyer will be deemed to be acting reasonably in rejecting any Development Approval(s) if one or more of the key assumptions set forth on EXHIBIT I are not met, it being acknowledged that such assumptions are not a comprehensive listing of all facts, conditions or circumstances that would render a Development Approval not reasonably acceptable to Buyer for the purposes of the foregoing

sentence or this Agreement; *provided, however*, it is expressly understood that Buyer shall not be deemed to be acting reasonably in rejecting any condition(s) or requirement(s) imposed on or associated with the Development Approvals listed on EXHIBIT I as being expressly excluded from the key assumptions. The Development Approvals shall include, but not be limited to, (i) any rezoning or zoning modifications required to allow for the Intended Use, (ii) any subdivision, re-subdivision, lot consolidation or parcel maps, plats or plans or other similar legal subdivisions, re-subdivisions, partitions, consolidations or recombinations of the Real Property, portions thereof or larger parcels which include the Real Property which may be required in connection with the Intended Use (other than the Subdivision Approvals, which Seller will pursue pursuant to the terms of this Agreement), (iii) site plan approvals, (iv) confirmation of availability of all necessary utilities (including easements necessary for delivery of services to the Property) required for the Intended Use, including necessary easements from the Town of Bolton and/or, if applicable, any adjacent landowners to support the installation of a well system and wastewater treatment plant to service the Project (the "**Wastewater Treatment Plant**"); (v) all approvals and permits (or modifications thereto) by or from the municipal governing body or other agencies or boards of the Intended Use (including, but not limited to, land disturbance and erosion control permits), including a Comprehensive Permit (40b); and (vi) all necessary development-related easements (e.g. access, crane swing or encroachment easements) over the Seller's Remainder Parcel as Buyer shall reasonably require for the development of the Project and which do not otherwise unreasonably interfere with the Seller's use of the Seller's Remainder Parcel; *provided, however*, that the Building Permit(s) shall be expressly excluded from the definition of "Development Approvals" for all purposes hereunder. A Development Approval shall not be considered to have been received by Buyer for purposes of this Agreement until the expiration of applicable statutory periods of appeal of the issuance of the Development Approval without an appeal being filed or, if the Development Approval has been issued by the duly authorized governmental body or agency but the issuance of the Development Approval has been appealed, when an appeal of a Development Approval has been resolved in Buyer's favor such that the Development Approval is issued either by court decision that cannot be further appealed or by settlement. Buyer shall have the right to appeal and/or contest any decision regarding the Development Approvals with applicable governing authorities.

"**Earnest Money**" shall have that meaning set forth in Section 3.1 hereof.

"**Entitlements Date**" shall have the meaning set forth in Section 7.4 hereof.

"**Entitlements Deposit**" shall have the meaning set forth in Section 3.1 hereof.

"**Entitled Units**" shall mean the number of residential units that the Buyer is permitted to construct within the Project pursuant to the Development Approvals.

"**Environmental Reports**" shall mean all existing environmental site assessments, remediation reports, tank removal reports and other reports (including, but not limited to, any soils and groundwater assessments and reports) for the Property.

"**Escrow Agent**" shall mean First American Title Insurance Company acting as Escrow Agent pursuant to the terms and conditions of the Escrow Agreement and Section 3 hereof.

"**Escrow Agreement**" shall mean that certain Escrow Agreement of even date herewith among Seller, Buyer and Escrow Agent referred to in Section 3 hereof and attached hereto as EXHIBIT D and by this reference made a part hereof.

"**General Assignment**" shall mean an Assignment of Service Contracts, Warranties and Other Intangible Property in the form attached hereto as EXHIBIT E.

"**Hazardous Substances**" shall mean any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Hazardous Substance Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls (PCBs), flammables, explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity.

"**Hazardous Substance Law**" shall mean any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment from Hazardous Substances, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), 42 U.S.C. §§6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. §§9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

"**Improvements**" shall collectively mean any buildings, structures and improvements located on the Land, including without limitation the Demolition Improvements.

"**Inspection Date**" shall mean the Inspection Date set forth in Section 7.3 hereof.

"**Intangible Personal Property**" shall collectively mean, to the extent assignable, all intangible personal property and in Seller's possession, if any, owned by Seller and related exclusively to the Real Property, including, without limitation: (i) any trade names associated with the Real Property; (ii) any plans and specifications and other architectural and engineering drawings for the Improvements or any other improvements contemplated in connection with the development or potential development of the Property; (iii) any warranties; (iv) any Service Contracts and other contract rights related to the Property (but only to the extent Seller's obligations thereunder are expressly assumed by Buyer pursuant to the General Assignment); and (v) any governmental permits, approvals and licenses (including any pending applications), including without limitation, the Development Approvals.

"**Intended Use**" (also sometimes referred to herein as the "**Project**") shall mean a multi-family or mixed-use development project containing at least [redacted] multi-family residential units (or such lesser number as Buyer shall approve in its sole discretion), together with certain amenities, common areas and other ancillary improvements for such development.

"**Land**" shall mean that certain real property located in Worcester County, Massachusetts that is generally depicted as "Parcel 2" in EXHIBIT A attached hereto and made a part hereof, as will be confirmed by the Final Survey and the Subdivision.

"**Material Condemnation**" shall mean a condemnation or threatened condemnation pursuant to which (i) any portion of the Property with a value equal to or greater than [redacted] is taken or threatened in writing to be taken; (ii) materially interferes with or increases the cost of the development, use or operation of the Real Property for its Intended Use; (iii) results or would result in the Property being in violation of any applicable law, ordinance or regulation; (iv) results or would result in access to the Property being materially impaired, as reasonably determined by Buyer; or (v) otherwise has or would have a material, adverse effect on the Intended Use, which may include, without limitation, a condemnation or threatened condemnation which materially, adversely affects or would materially, adversely affect Buyer's ability to construct and/or develop the Project for its Intended Use.

"**OFAC**" shall mean the Office of Foreign Assets Control, Department of the Treasury.

"**Parent Parcel**" shall mean the property described on EXHIBIT A-1 attached hereto and made a part hereof.

"**Parent Parcel Improvements**" shall mean all buildings, structures and improvements located on the Parent Parcel.

"**Permitted Title Exceptions**" shall mean those matters affecting title to the Land identified on EXHIBIT B attached hereto and by this reference made a part hereof.

"**Person**" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, Federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"**Property**" shall collectively mean:

(i) the Real Property; and

(ii) all of Seller's right, title and interest in and to the Intangible Personal Property.

There is no tangible personal property included in the sale and therefore the definition of "Property" specifically excludes any tangible personal property unless expressly identified herein to the contrary. Seller shall remove any and all tangible personal property from the Real Property prior to Closing.

"**Proration Date**" shall mean the effective date of the prorations provided in Section 4.2 hereof, which is 11:59 p.m. on the eve of the Closing Date.

"**Purchase Price**" shall mean the purchase price for the Property described in Section 4.1 hereof.

"**Real Property**" shall collectively mean the Land, together with:

(i) the Improvements;

(ii) all rights, benefits, privileges, easements, tenements, hereditaments, rights-of-way and other appurtenances thereon or in any way appertaining thereto, including all mineral rights, development rights, air and water rights; and

(iii) all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such Land.

"**Second Deposit**" shall have the meaning set forth in Section 3.1 hereof.

"**Service Contracts**" shall collectively mean all contracts pertaining to the operation of the Property, including all management, leasing, service and maintenance agreements, and equipment leases.

"**Subdivision**" shall mean the subdivision of the Land from the balance of the Parent Parcel (such balance, the "**Seller's Remainder Parcel**") pursuant to the Subdivision Plat so as to create, at a minimum, two legally distinct parcels of land (to wit, the Land and the Seller's Remainder Parcel shall be separated). Notwithstanding the foregoing, to the extent the Seller can legally divide the Land from the balance of the Seller's Remainder Parcel with an "Approval Not Required" Plan (an "**ANR Plan**"), all references to Subdivision, as provided for in this Contract, shall be deemed to include the division of the Land from the Seller's Remainder Parcel through the use of an ANR Plan.

"**Subdivision Approvals**" shall mean all jurisdictional approvals required to effectuate the Subdivision and record the Subdivision Plat in the applicable real estate records of Worcester County, Massachusetts.

"**Subdivision Plat**" shall mean the ANR Plan, plat, survey, lot plan or similar instrument to be recorded in order to effectuate the Subdivision.

"**Survey**" shall have that meaning set forth in in Section 6 hereof.

"**Taxes**" shall have the meaning set forth in Section 4.2 hereof.

"**Title Insurer**" shall mean First American Title Insurance Company, or any other national title insurance company reasonably acceptable to Buyer.

1.2 Exhibits; Schedules. All exhibits, schedules and other attachments hereto form an integral part of this Agreement, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

2. Purchase and Sale. Subject to the provisions hereof, Seller agrees to sell, assign and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

3. Earnest Money.

3.1 Earnest Money. Within 3 Business Days after the Contract Date, Buyer shall deposit with Escrow Agent the sum of [redacted] (the "**First Deposit**") as earnest money hereunder. Provided this Agreement is then in full force and effect, Buyer shall deposit with Escrow Agent (i) the additional sum of [redacted] (the "**Second Deposit**") as additional earnest money hereunder on or before 1 Business Day after the Inspection Date and (ii) the additional sum of [redacted] on or before 1 Business Day after the Entitlements Date (the "**Entitlements Deposit**") (the First Deposit, the Second Deposit, and the Entitlements Deposit, if and when made, together with any interest or other income earned thereon, is collectively referred to as the "**Earnest Money**"). The Earnest Money shall be held, invested and disbursed pursuant to the respective terms and provisions hereof and of the Escrow Agreement.

3.2 Cooperation. Whenever the Earnest Money is by the terms hereof to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notices as necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement.

4. Purchase Price and Prorations.

4.1 Purchase Price.

a. Purchase Price. [redacted].

b. Payment Mechanics. The Purchase Price, as adjusted by the prorations provided in Section 4.2 hereof and as reduced by the Earnest Money (which, unless otherwise disbursed hereunder, shall be disbursed by Escrow Agent at the Closing to Seller as a portion of the Purchase Price) shall be paid by Buyer to Seller (via Escrow Agent or otherwise) at the Closing in United States dollars, by Federal Reserve System wire transfer or other immediately available funds acceptable to Seller.

4.2 Prorations.

a. Proration Items. The following items shall be prorated between Seller and Buyer as of the Proration Date, and prorations favoring Buyer, to the extent determinable as of the Proration Date, shall reduce the Purchase Price payable by Buyer at the Closing, and such prorations favoring Seller, to the extent determinable as of the Proration Date, shall increase the Purchase Price payable by Buyer at the Closing:

i. Taxes: The state, county, city or other ad valorem property taxes and assessments for the tax period in which the Closing occurs (the "**Taxes**").

1. Assumed Tax Amount: If the actual tax bills for the tax period of Closing have not been issued, then such proration shall be based on such taxes for the prior tax period.

2. True Up Upon Receipt of Tax Bill. After the tax bills for the tax period of Closing are received by either Buyer or Seller, Buyer and Seller shall adjust such proration, and any amount then owing shall be paid within 20 days of demand by the party entitled thereto.

3. Not Separate Tax Parcel: If the Land is taxed as a portion of a larger parcel, the parties agree to pay their pro rata share of the Taxes covering

the tax period of Closing (and any previous periods) for the entire parcel, based on the square footage of the Land and Seller's Remainder Parcel (it being acknowledged that Buyer shall bear no responsibility for any Taxes assessed upon or attributable to the Parent Parcel Improvements, all of which shall be borne by Seller) (the foregoing allocation of payment responsibility being referred to as each party's "**Pro Rata Share**") to taxing authorities at the Closing, or, if the tax bill is not available, pay into escrow the estimated amount of said bill for payment by the Escrow Agent directly to the taxing authorities when the tax bill becomes available and shall execute and deliver such documentation before and after Closing as may be necessary to cause the Land to be assessed as a separate parcel.

4. Rollback Taxes Ascertainable by Closing. If the Land has been designated or valued as agricultural, open space or other special category such that its sale or change of use would trigger the imposition of any "rollback", "agricultural rollback", "catch up" or similar taxes, including penalties and interest thereon (collectively, the "**Rollback Taxes**"), or if any Rollback Taxes are imposed on the Land by the Closing Date in connection with the Intended Use or the conveyance of the Property, Seller shall be responsible for paying any such Rollback Taxes in full at the Closing.

5. Rollback Taxes Not Ascertainable by Closing. If Rollback Taxes are not ascertainable at Closing, Seller shall escrow the amount thereof as estimated by Seller's tax consultant with Escrow Agent pursuant to an escrow agreement to be executed at Closing between Buyer, Seller and Escrow Agent which shall require Escrow Agent to apply the escrowed funds toward payment of such Rollback Taxes as soon as same have been determined and are due and payable, and shall obligate Seller to pay any deficiency between the actual amount of the Rollback Taxes and the amount of the escrowed funds.

ii. Assessment Liens:

1. Seller Responsibility. Assessment liens which have been certified as of the Contract Date, pending liens where the improvements have been substantially completed, and special assessments or other similar governmental assessments or charges on the Property (collectively, "**Special Assessments**") that have been billed and are pending prior to the Contract Date, shall be satisfied by Seller, in full, at Closing.

2. Allocation of Responsibility. Assessment liens which are certified between the Contract Date and the Closing Date, pending liens where the improvements have been substantially completed which arise after the Contract Date, and Special Assessments that are billed and are pending after the Contract Date and relate to periods prior to Closing (collectively,

"**Pre-Closing Assessments**"), shall be apportioned between the parties based on their Pro Rata Share and satisfied at the Closing, provided that Buyer shall be solely responsible for any Pre-Closing Assessments resulting from Buyer's pursuit and/or receipt of the Development Approvals. Any costs and expenses relating to Pre-Closing Assessments for which the Buyer is responsible hereunder ("**Buyer Pre-Closing Assessments**") shall be applicable to the Aggregate Cost Increase Cap as set forth in Section 7.4(b) and on EXHIBIT I hereto.

iii. Utility and Sewer Charges: Seller will take all commercially reasonable action necessary to ensure that the utilities servicing the Property as of Closing ("**Pre-Closing Utilities**") are closed out by Closing, and there will accordingly be no proration with respect to utilities. All utility security deposits, if any, will be retained by Seller. In any event, (A) Seller will insure that all such utilities are closed out and all applicable lines cut and capped as part of the Demolition Work, if applicable; and (B) Buyer shall not be responsible for any utility charges associated with any Pre-Closing Utilities, all of which shall be borne by Seller.

iv. Service Contracts: Charges or payments due under any Service Contracts which are assumed by Buyer pursuant to the terms hereof.

b. Proration Errors. If the parties make any errors or omissions in the closing prorations or if they subsequently determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other no later than 6 months after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing.

c. Payment of Prorations. Buyer and Seller shall promptly pay to the other party any amount due to the other party as a result of any proration required under this Section 4.2.

d. Interest. Any amounts due hereunder not paid within 20 days after demand by the payee shall bear interest at a rate equal to 15% per annum until such time as all such amounts are paid in full.

e. Survival. The terms and provisions of this Section 4.2 shall survive the delivery of the Deed.

5. Title.

5.1 Fee Simple Conveyance at Closing. Seller shall convey good, marketable and insurable fee simple title to the Land to Buyer free and clear of all liens and encumbrances, subject only to the Permitted Title Exceptions and any other matters of title to which Buyer shall expressly consent in writing pursuant hereto.

5.2 Review of Title Commitment. Buyer shall have until the Inspection Date by which to examine title to the Property, to obtain a title insurance commitment (the "**Title Commitment**"), and to give written notice to Seller of any objections.

a. Failure of Buyer to Object. If Buyer fails to give any notice to Seller by such date, Buyer shall be deemed to have waived such right to object to any title exceptions or defects disclosed in the Title Commitment (except for any Monetary Liens, which must be removed by Seller in accordance with Section 5.5) and the same shall constitute Permitted Title Exceptions.

b. Buyer Provides Objections. If Buyer timely notifies Seller of Buyer's objection(s) to any title exceptions or defects, Seller may, by delivering written notice thereof to Buyer within 7 days of receipt of such objection(s), elect (x) not to take any action to cure such objection(s), or (y) to cure or satisfy such objection(s) (and, to the extent Seller fails to provide a response to Buyer's objection(s) within such 7 day period, Seller shall be deemed to have elected not to cure such Buyer's objection(s)).

i. Seller Fails to Cure Objection. If Seller elects (A) not to cure such objections (except that Seller must cure Monetary Liens as required by Section 5.5), or (B) to cure such objections and such objections are not reasonably cured or satisfied within 60 days after such election to cure is made, then Buyer may, within 7 days after the election is made in clause (A) or within 7 days after the end of such 60 day cure period in clause (B), as applicable, elect, by written notice to Seller, either:

1. Terminate: to terminate this Agreement, in which case the Earnest Money, less $100 to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or

2. Waive: to waive its objections hereunder and proceed with the transaction pursuant to the remaining terms and conditions of this Agreement, in which event the matter objected to shall constitute a Permitted Title Exception.

If Buyer fails to give Seller notice of its election by such time, it shall be deemed to have elected the option contained in Section 5.2(b)(i)(2). For avoidance of doubt, if Seller elects to cure only some of such objections, then (i) Buyer shall have the rights set forth in Section 5.2(b)(i) above as if Seller elected not to cure any of Buyer's objections, and (ii) Seller is obligated to cure any such objections in the manner set forth in this Section 5.2 (and otherwise subject to any applicable rights of Buyer set forth herein with respect thereto).

ii. Seller Cures Objection. If Seller reasonably cures or satisfies all such objection(s) within 60 days after its election to do the same, then this Agreement shall continue in full force and effect.

iii. Waiver. Buyer shall have the right at any time to waive any objections that it may have made and, thereby, to preserve this Agreement in full force and effect.

5.3 Further Encumbrances. Seller agrees not to further alter or encumber in any way Seller's title to the Property after the Contract Date without Buyer's prior written consent, except as expressly permitted hereunder (e.g. the recordation of the Subdivision Plat). Notwithstanding the foregoing, to the extent, in connection with the Subdivision, Seller requires one or more easements on, under or over the Property in order to access and otherwise continue to use Seller's Remainder Parcel, Buyer shall not unreasonably withhold Buyer's consent to any such easements, so long as the same does not materially interfere with Buyer's Intended Use. As of the Contract Date, Seller anticipates that the only easements it will need are as outlined in EXHIBIT A. Seller shall prepare drafts of any easement documentation contemplated hereunder for Buyer's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

5.4 Changes In Title. Except as provided in Section 5.3 above, Buyer shall have the right to object to any new title exception or defect disclosed in any update to the Title Commitment, and if (i) Seller elects to cure such objection and Seller cannot cure or satisfy any such objection (or any objection which Seller has previously undertaken to cure or satisfy) within 60 days after such election, or (ii) Seller does not notify Buyer that it will cure such objection within 5 days after receipt of notice thereof, Buyer may exercise the option set forth in clause 5.2(b)(i)(1) or 5.2(b)(i)(2) above. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties and covenants of Seller contained herein.

5.5 Monetary Liens. Seller shall remove any monetary liens caused, assumed or created by, through or under Seller and affecting the Land (collectively, "**Monetary Liens**") at or before the Closing, including, without limitation, any such liens created by, through or under any tenants of the Property. To the extent that any Monetary Liens have not been removed at or prior to the Closing, Buyer may (without any obligation to do so) cause any such Monetary Liens to be removed at the Closing and apply the cost thereof (including, but not limited to, any out-of-pocket costs incurred in connection with such removal) against the Purchase Price.

5.6 Time Periods. The Closing Date shall be automatically extended to allow all time periods in this Section 5 to run fully.

6. Surveying; Subdivision; Demolition Work.

6.1 Survey. Prior to the Inspection Date, Buyer shall obtain, at its sole cost and expense, and deliver to Seller an ALTA/NSPS Land Title Survey of the Property (the "**Survey**"). The Survey shall be certified to Buyer, Seller, Title Company, and any other party(ies) designated by Buyer. The description of the Property as shown on the Survey shall be consistent with the depiction of the Property as shown on EXHIBIT A attached hereto. The Survey, including the legal description of the Land as shown on the Survey, shall be subject to Buyer's and Seller's prior written approval, not to be unreasonably withheld, conditioned or delayed. Once approved, the Survey shall be deemed the "**Final Survey**" for the purposes hereof (subject to Section 6.6 below), and will form the basis of the Subdivision Plat and Seller's pursuit of the Subdivision.

6.2 Buyer Objections. Any matters shown on any Survey and objected to by Buyer by the Inspection Date shall be additional title objections, as to which the obligations and rights of Buyer and Seller shall be the same as provided in Section 5 above. Furthermore, Buyer shall have the right to object to any new matters disclosed on updates to the Survey in the manner set forth in Section 5.4 above.

6.3 Subdivision. Once the Final Survey is approved pursuant to Section 6.1 above, Seller will, at its sole cost and expense, cause to be prepared the Subdivision Plat, which shall be subject to Buyer's approval, not to be unreasonably withheld, conditioned or delayed so long as it is consistent with the Final Survey. Buyer shall have 5 Business Days following receipt of the Subdivision Plat from Seller to notify Seller of any objections to the Subdivision Plat. To the extent Buyer fails to timely notify Seller of any such objection, such Subdivision Plat shall be deemed approved by Buyer. Once the Subdivision Plat is approved by Buyer, Seller will thereafter diligently pursue the Subdivisions Approvals, and Buyer will reasonably cooperate with Seller in such pursuit efforts, at no cost or expense to Buyer. In the event that, despite such pursuit efforts, Seller is unable to obtain the Subdivision Approvals prior to the date which is [redacted] days after the Inspection Date (the "**Subdivision Deadline**"), Buyer shall have the right to terminate this Agreement by notice thereof to Seller, in which case the Earnest Money, less $100 to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

6.4 Legal Description. The deed to be delivered by Seller to Buyer at the Closing shall contain the legal description of the Land as shown on the Subdivision Plat, or will cross reference the Land as shown on the Subdivision Plat.

6.5 Demolition Work.

a. Approval of Demolition Plans. The parties acknowledge that, in order for Buyer to develop the Project for its Intended Use, the portion of the Parent Parcel Improvements depicted on the plan attached hereto as EXHIBIT J will need to be demolished. Accordingly, on or before the date which is [redacted] days prior to the Entitlements Date, Seller shall, at its sole cost and expense, prepare or cause the preparation of and submit to Buyer plans for the demolition of that portion of the Parent Parcel Improvements located on the Land and depicted on EXHIBIT J, as well as all off-haul and other work related thereto (the "**Demolition Plans**"). The Demolition Plans shall be subject to Buyer's approval, not to be unreasonably withheld, conditioned or delayed.

b. Pricing and Permitting of Demolition Work. No later than the 45th day after the Contract Date, Seller shall deliver to Buyer a preliminary estimate of Demolition Costs based on its preliminary plans and pricing for the Demolition Work (the "**Preliminary Demolition Cost Estimate**"). Additionally, once the Demolition Plans are approved by the Seller and Buyer, Seller will solicit bids from one or more contractors reasonably approved by Buyer for the Demolition Work, and a final budget itemizing all Demolition Costs shall be furnished to Buyer at or prior to Closing (the "**Final Demolition Cost Budget**"). Seller shall, at its sole cost and expense and prior to Closing, obtain any and all governmental permits and approvals required in order to allow Seller to commence performance of the Demolition Work immediately upon Closing (collectively, "**Demolition Work Permits**").

c. Performance and Completion of Demolition Work; Security for Performance. From and after Closing, Seller shall, at its sole cost and expense, perform the Demolition Work in accordance with the Demolition Plans and the Demolition Work Permits and shall cause Demolition Work Completion to occur prior to the Demolition Work Completion Deadline. As security for Seller's obligation to complete the Demolition Work as aforesaid, an amount equal to 115% of the greater of (i) the Preliminary Demolition Cost Estimate and (ii) the Demolition Costs set forth in the Final Demolition Cost Budget will be held back from the Purchase Price at Closing (the "**Demolition Holdback**"), and the parties will enter into a holdback escrow agreement with the Escrow Agent whereby, among other terms and conditions: (i) the Demolition Holdback will be held in escrow by the Escrow Agent pending Demolition Work Completion; and (ii) in the event Seller fails to achieve Demolition Work Completion by the Demolition Work Completion Deadline, Buyer will have the right to assume control of the Demolition Work (and take assignment of all contracts respecting such work) and draw on the Demolition Holdback in order to pay for the costs associated with completing the Demolition Work (the "**Demolition Holdback Agreement**"). Seller and Buyer agree to negotiate in good faith the terms of the Demolition Holdback Agreement during the Inspection Period, and upon finalization of same, the parties will enter into an amendment to this Agreement attaching the final form of Demolition Holdback Agreement.

This Section 6.5 shall survive the Closing hereunder except to the extent superseded by the Demolition Holdback Agreement.

6.6 Property Line Adjustment. Notwithstanding anything to the contrary contained herein, if at any time during the pendency of this Agreement, Buyer confirms, whether by issuance of the Development Approvals or otherwise, [redacted]:

a. Notice to Seller. Buyer will provide Seller with notice of Buyer's Low Unit Count Confirmation promptly upon its confirmation of same (the "**Buyer's LUC Notice**");

b. Seller Election. Within 20 Business Days after receipt of the Buyer's LUC Notice, Seller may provide notice to Buyer ("**Seller's Property Line Adjustment Notice**") that Seller elects to adjust the proposed boundary line for the Land (as reflected on EXHIBIT A and memorialized in the Final Survey and proposed Subdivision Plat, as applicable) so that both office building pods currently comprising the Parent Parcel Improvements would not be part of the Property conveyed to Buyer at Closing (i.e. both buildings would remain as part of the Seller's Remainder Parcel at Closing), which would in turn avoid the need for Seller to perform the Demolition Work pursuant to the terms of Section 6.5 above (the "**Property Line Adjustment**"). The Seller's Property Line Adjustment Notice will include a proposed revised Final Survey and Subdivision Plat reflecting the Property Line Adjustment. In the event Seller fails to timely provide Seller's Property Line Adjustment Notice together with the supporting documentation required hereunder, there will be no Property Line Adjustment and this Section 6.6 shall be null and void and of no further force and effect.

c. Buyer Approval Rights. In the event Seller timely provides the Seller's Property Line Adjustment Notice, Buyer will have the right to review, approve and propose reasonable commentary to the proposed Property Line Adjustment and the Seller's proposed modifications to the Final Survey and Subdivision Plat, and Seller and Buyer agree to act reasonably and in good faith in order to agree upon a Property Line Adjustment acceptable to both parties; *provided, however*, in no event shall Buyer be obligated to accept any proposed Property Line Adjustment under this Section 6.6 if, in Buyer's reasonable judgment, (i) the Property Line Adjustment would adversely impact the Development Approvals or Buyer's pursuit thereof (if not yet issued), (ii) the Property Line Adjustment would materially decrease the likelihood of Seller obtaining all requisite Subdivision Approvals and effectuating the Subdivision prior to Closing, or (iii) the Property Line Adjustment would otherwise materially, adversely affect the development of the Project for its Intended Use, including the timing, scope or cost thereof (the foregoing clauses (i), (ii) and (iii) are each referred to herein as a "**Property Line Adjustment MAE**"). If, despite the parties' efforts, they are unable to agree

upon the Property Line Adjustment and attendant revisions to the Final Survey and Subdivision Plat, or in the event Buyer rejects the Property Line Adjustment based on a Property Line Adjustment MAE, there will be no Property Line Adjustment and this Section 6.6 shall be null and void and of no further force and effect; provided that, Seller may elect, by providing written notice to Buyer within 10 days of Seller's receipt of Buyer's rejection of the Property Line Adjustment, to terminate this Agreement, in which event, the Earnest Money, less $100 to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

d. Confirmation of Property Line Adjustment. If the parties are able to agree upon the Property Line Adjustment and attendant revisions to the Final Survey and Subdivision Plat, then the definitions of "Final Survey", "Subdivision" and "Subdivision Plat" for all purposes under this Agreement shall be deemed modified to account for the Property Line Adjustment, Seller will not be required to perform the Demolition Work from and after Closing, and the provisions of Section 6.5 hereof shall therefore be null and void and of no further force and effect. Seller will, at its sole cost and expense, make any adjustments required to the Subdivision Plat and obtain all Subdivision Approvals required in connection with the Property Line Adjustment as soon as practicable after the parties approval of same, and in any event, prior to Closing.

6.7 Wastewater Treatment Plant. Buyer acknowledges that Seller desires to tie in and utilize the Wastewater Treatment Plant in order to service the improvements located on Seller's Remainder Parcel (the "**Seller WWTP Tie-In**"). Accordingly, Buyer and Seller will work in good faith to come to one or more agreements by which (i) Buyer will design and construct the Wastewater Treatment Plant in contemplation of the Seller WWTP Tie-In, (ii) Seller will share in the costs of such design and construction, and in the ongoing maintenance and repair of the Wastewater Treatment Plant, pursuant to a cost-sharing allocation mutually agreeable to the parties, and (iii) Buyer will grant the Seller, as owner of the Seller's Remainder Parcel, the right to tie-in and utilize the Wastewater Treatment Plant upon completion thereof, including the grant of any necessary easements in connection therewith (collectively, the "**WWTP Tie-In and Cost-Sharing Agreement**"). Notwithstanding the foregoing, the parties finalization, execution and delivery of the WWTP Tie-In and Cost-Sharing Agreement shall in no event be a condition to Closing hereunder, and if the parties are unable, despite their good faith efforts, to come to an agreement regarding same prior to Closing (or such earlier deadline as Buyer shall reasonably determine based on the status of its design of the Wastewater Treatment Plant and the status and impact of the Seller WWTP Tie-In on the Development Approvals), Buyer shall have no obligation to provide for the Seller WWTP Tie-In and the owner of Seller's Remainder Parcel will have not have any rights in and to the Wastewater Treatment Plant.

7. Buyer's Inspection.

7.1 Physical Inspection.

a. Inspection Right. Buyer and its agents, employees, representatives and independent contractors may enter upon the Property for the purpose of making such surveys, soil tests, borings, percolation tests, inspections, examinations, and studies (collectively, "**Inspections**") as are reasonably necessary to evaluate and study the Property as contemplated herein. In no event shall Buyer be permitted to conduct invasive testing of the Property, including, without limitation, conducting a Phase II environmental test, without Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion; *provided, however*, that Buyer may conduct a customary geotechnical test to the Property without Seller's approval and Buyer may conduct a Phase II environmental study if its Phase I report recommends that additional testing be performed and so long as Seller is given an opportunity to review and approve the scope of such Phase II testing, which approval shall not be unreasonably withheld, conditioned or delayed. Seller agrees that Buyer shall have until the Closing Date in which to conduct all such Inspections, but that Buyer's right to terminate this Agreement based thereon shall be limited as provided in Section 7.3, Section 7.4 and Section 7.6 below.

b. Inspection Indemnity. Buyer shall (i) be responsible for restoring the Property to substantially the same condition as existed prior to such Inspections and (ii) indemnify, defend and hold Seller harmless from any and all claims, liabilities, costs or expenses ("**Claims**") arising out of such Inspections of and entries onto the Property, including, but not limited to, liability for personal injury (including death) and property damage to the extent caused by Buyer, its agents, employees and consultants.

c. Carveout to Inspection Indemnity. Notwithstanding the foregoing, in no event shall Buyer be liable to restore the Property, or be obligated to indemnify Seller under Section 7.1(b) for (i) the mere discovery of pre-existing conditions at the Property or (ii) any claims, liabilities, costs or expenses arising out of the gross negligence or willful misconduct of Seller or any agents, employees, consultants or contractors thereof.

d. Insurance Requirements. Prior to entry onto the Property, Buyer shall provide, or cause its consultants to provide, Seller with a certificate of insurance evidencing that Buyer or its applicable consultants performing the Inspections maintain a commercial general liability policy that names Seller as an additional insured, in an amount of not less than $2,000,000 per occurrence and in the aggregate and from insurers licensed in the Commonwealth of Massachusetts with a rating of not less than "A-/VIII" as published in the most current available "Best's Insurance Reports". Required commercial

general liability limits can be satisfied with a combination of primary and excess/umbrella liability policies.

7.2 Document Inspection. Seller covenants that on or before the date that is five (5) Business Days after the Contract Date, Seller will deliver to Buyer true, correct and complete copies of each of the documents or materials listed on EXHIBIT C attached hereto to the extent in Seller's possession or reasonable control. The delivery of any such documents or materials shall be without warranty or representation of any kind.

7.3 Inspection Period.

a. Inspection Date; Termination Right. Notwithstanding Buyer's right of inspection contained in Section 7.1, Buyer shall have until 5:00 p.m. Bolton, Massachusetts time, on the 75th day after the Contract Date (the "**Inspection Date**") to investigate the Property and all matters relevant to its acquisition, ownership and development thereof; including, without limitation, the right to have made, at Buyer's expense, subject to Section 7.1(a) above, any studies or inspections of the Property that Buyer may deem necessary or appropriate, and to terminate this Agreement, by written notice to Seller, to be received on or before the Inspection Date, if Buyer is not, for any reason or for no reason, satisfied with the Property in its sole and absolute discretion, in which case the Earnest Money, less $100 to be paid to Seller, shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. Notwithstanding the foregoing, in the event a COVID-19 Delay (as defined below) delays Buyer's ability to appropriately investigate the Property for the Intended Use and/or inquire or communicate with or receive responses from applicable governing authorities regarding the Property or the Development Approvals, Buyer shall have the right, upon notice to Seller prior to the then-current Inspection Date, to extend the Inspection Date by 30 days.

b. Seller Cooperation. Seller agrees to cooperate reasonably with any such investigations, inspections or studies made by or at Buyer's direction at no cost or expense to Seller.

c. Failure to Exercise Termination Right. If, on or before the Inspection Date, Buyer does not exercise its termination right pursuant to this Section 7.3, then this Agreement shall remain in full force and effect in accordance with its terms.

d. Second Deposit. If Buyer waives its right to terminate this Agreement pursuant to this Section 7.3, Buyer shall deposit the Second Deposit with Escrow Agent in accordance with Section 3.1.

7.4 Development Approvals Contingency.

a. Entitlements Date. Buyer will have until the [redacted] after the Inspection Date (the "**Entitlements Date**") in order to obtain the Development Approvals or otherwise waive such contingency as set forth in Section 7.4(b) below. If Buyer obtains the Development Approvals prior to such deadline, the "**Entitlements Date**" for the purposes hereof shall be deemed accelerated to the date upon which Buyer obtains such approvals. EXHIBIT I attached hereto contains the list of Development Approvals which Buyer anticipates will be needed for the Project; *provided, however*, that Buyer may, upon written notice to Seller on or before the Inspection Date (a "**DA Update Notice**"), update the list of Development Approvals based on Buyer's due diligence and as Buyer deems necessary for the Project, and EXHIBIT I will be deemed updated accordingly upon Buyer's provision of any such DA Update Notice. Buyer hereby acknowledges that Buyer shall be solely responsible for obtaining any and all Development Approvals to enable Buyer to develop the Project, and Buyer agrees to use diligent efforts to obtain such approvals during the pendency of this Agreement. However, Seller, at no cost and expense to Seller, shall cooperate with Buyer and join with Buyer in the signing of any documents necessary to obtain such approvals.

b. Termination Right. Notwithstanding anything contained in this Agreement, if at any time on or prior to the Entitlements Date, (i) the Development Approvals and/or any condition, restriction or contribution required by applicable governing authorities prevents or unreasonably restricts Buyer's intended development of the Property for its Intended Use, including, but not limited to, (A) any condition or restriction that inhibits Buyer from constructing the Project for its Intended Use, including any imposition of berms, buffers and/or setbacks that adversely affect the minimum unit count or parking requirements of the Project, or (B) any conditions, restrictions or contributions (which shall be deemed to include any Buyer Pre-Closing Assessments) that collectively increase the cost of the Project by more than [redacted]; or (ii) Buyer, in its reasonable judgment, believes that it will not be able to obtain the Development Approvals on or before the Entitlements Date, then Buyer shall have the right, by providing notice to Seller no later than the Entitlements Date, to (1) terminate this Agreement, in which event the Earnest Money, less $100 to be paid to Seller, shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination; or (2) proceed to Closing without regard to the failure of such condition. If Buyer does not timely deliver the notice referenced in option (1), it shall be deemed to have elected option (2). In the event Buyer elects or is deemed to have elected to proceed to Closing beyond the Entitlements Date pursuant to the terms hereof, it shall deposit the Entitlements Deposit with Escrow Agent in accordance with Section 3.1 hereof.

c. Extension of Entitlements Date. Notwithstanding anything to the contrary contained herein, Buyer shall have [redacted] options to extend the Entitlements Date for successive periods of [redacted] days each (each an "**Option**"), by delivering written

notice of the election to exercise the applicable Option to Seller on or before the then-current Entitlements Date.

7.5 Conditions Precedent. In addition to other conditions set forth in this Agreement, Buyer's obligation to purchase the Property shall be subject to and contingent upon the following conditions precedent, any or all of which Buyer may waive by written notice only:

a. Adverse Conditions. There shall be no material adverse change in the physical condition of or affecting the Property not caused by Buyer between the time of Buyer's inspection of the Property prior to the Inspection Date and the Closing Date, including, but not limited to, environmental contamination;

b. Title Insurance. The willingness of Title Insurer to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard extended ALTA form owner's policy of title insurance, insuring in the amount of the Purchase Price that title to the Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Title Exceptions;

c. Representations and Warranties. Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Contract Date and the Closing Date; ***provided, however***, that if Seller's representations in Section 8.1(h) or 8.1(o) are not true and correct as of Closing due to facts or circumstances beyond the Seller's control arising between the Contract Date and the Closing Date (and not otherwise due to Seller's breach hereunder), Buyer will not be entitled to claim a failed condition if such representations are not true and correct as of Closing,. For purposes herein, subject to the foregoing proviso, a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation.

d. Compliance with Agreement. Seller must have materially performed all obligations and complied with all covenants required in this Agreement to be performed or complied with by it prior to or at Closing.

e. Development Approvals. Buyer shall have obtained any and all Development Approvals, unless Buyer is deemed to have elected option 2 pursuant to the provisions of Section 7.4(b).

f. Subdivision. Seller shall have obtained all requisite Subdivision Approvals and recorded the Subdivision Plat (as approved by Buyer) in order to effectuate the Subdivision.

7.6 Failure of Conditions Precedent. If any of the conditions precedent set forth in Section 7.5 are not satisfied or waived in writing by Buyer by 12:00p.m. Eastern time on

the Closing Date, Buyer may, but shall not be obligated to, elect, at its option, by notice to Seller, either to: (a) terminate this Agreement, in which event the Earnest Money, less $100 to be paid to Seller, shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination; or (b) close without regard to the failure of such condition. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties or post-closing covenants of Seller contained herein, which representations, warranties and post-closing covenants shall survive the Closing as herein provided.

8. Representations and Warranties.

8.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

a. No Litigation. Seller has no actual knowledge of, and has not received any written notice of, any actual, pending or threatened violation, action or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property (or any portion thereof), and, to the Seller's actual knowledge, there is no current threat of any litigation or other legal action being filed against Seller or the Property which would affect the Property or Seller's ability to perform its obligations hereunder.

b. Authority.

i. Organization. Seller is a limited liability company validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and qualified to do business in the State in which the Property is located.

ii. Authorization: Seller has obtained all requisite authorizations and consents to enter into this Agreement with Buyer and to consummate the transactions contemplated hereby and the execution, delivery and performance of this Agreement and the other agreements and instruments referred to herein and the consummation of the transactions contemplated hereby by Seller will not violate, nor constitute a default under, Seller's operating agreement or any order or ruling of any governmental authority or court or any document, instrument or agreement by which Seller or the Property may be bound.

iii. Legally Binding: This Agreement is the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

iv. Legal Power: The entities and individuals executing this Agreement and the other documents and instruments referenced herein or otherwise executed and delivered in connection herewith on behalf of Seller have the legal power, right and authority to bind Seller under the terms and conditions stated herein.

d. Undisclosed Agreements and Liabilities. Other than as expressly set forth in this Agreement, the Title Commitment or otherwise disclosed in writing to Buyer pursuant to this Agreement, to Seller's actual knowledge, there are no undisclosed liabilities or agreements affecting the Property or Seller, in its capacity as owner of the Property.

f. No Rights to Purchase. Except as disclosed in the Title Commitment, no Person, other than Buyer, has any right, agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.

g. Environmental Matters. Seller has received no written or oral notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Seller, the Property or any occupant of the Property related to alleged or actual violations of Hazardous Substance Laws.

h. No Condemnation. To Seller's actual knowledge, there is no pending or threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property; Seller has received no written or oral notice of the same; and Seller has no actual knowledge that any such proceeding is contemplated.

i. Covenants, Conditions, Restrictions or Easements. There is no default or breach by Seller nor, to the actual knowledge of Seller, any other party thereto, under any covenants, conditions, restrictions or easements which may affect the Property or any portion or portions thereof which are to be performed or complied with by the owner of the Property, and, to Seller's actual knowledge, no condition or circumstance exists which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller nor any other party thereto, under any such covenants, conditions, restrictions, rights-of-way or easements.

j. No Bankruptcy. Neither Seller, nor its general partner[s] (if Seller is a partnership), is party to any voluntary or involuntary proceedings in bankruptcy, reorganization or similar proceedings under the Federal bankruptcy laws or under any state laws relating to the protection of debtors, or subject to any general assignment for the benefit of the creditors, and, to the Seller's actual knowledge, no such action has been threatened.

k. No Leases. There are no tenants of the Property and no person or entity now has (other than Seller), or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise.

l. Non-Foreign Status; Withholding. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto. Seller's sale of the Property is not subject to any

Federal, state or local withholding obligation of Buyer under the tax laws applicable to Seller or the Property.

m. Service Contracts. Other than as set forth on EXHIBIT F, there are no Service Contracts affecting the Property. All Service Contracts at the Property are, or by Closing will be, terminable upon thirty (30) or fewer days prior written notice to the service providers under the Service Contracts.

n. OFAC. Neither Seller nor, to Seller's actual knowledge, any individual having a beneficial interest in Seller is a Person described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated with any such Persons.

o. Special Assessments. Seller has not received written notice of any pending or planned Special Assessments imposed or to be imposed on the Property.

8.2 Seller's Actual Knowledge. As used in this Section 8, the phrase "to Seller's actual knowledge," "Seller has no actual knowledge" or phrases of similar import shall mean the actual, not constructive or imputed, knowledge of either of Jeffrey C. O'Neill or Donald O'Neill, without any obligation on the part of either of them to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like. Neither of Jeffrey C. O'Neill nor Donald O'Neill shall be personally liable for any of the obligations of Seller under this Agreement. To the extent Buyer discovers prior to the Closing any inaccuracy in a representation and warranty of Seller in this Agreement that would give Buyer a right to terminate this Agreement and the Closing occurs notwithstanding the Buyer's discovery of such inaccuracy, such representation and warranty shall be deemed modified to reflect the inaccuracy discovered by Buyer.

8.3 Survival. The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing, shall survive the Closing for a period of 6 months and shall not be deemed merged into any instrument of conveyance delivered at the Closing, and shall inure to the benefit of and be enforceable by Buyer, its successors and assigns.

8.4 Limitation on Seller's Liability. Notwithstanding anything herein or in any other document executed in connection with this Agreement or the transaction contemplated hereby, Seller shall have no liability to Buyer for a breach of any representation or warranty hereunder or under the documents executed at Closing listed in Sections 9.2(a) through 9.2(f) unless the valid claims for all such breaches collectively aggregate more than $25,000, in which event the full amount of such valid claims shall be actionable, up to a maximum of $1,250,000.

9. Closing.

9.1 Time and Place.

a. **Closing Date**. Provided that all of the conditions set forth in this Agreement are theretofore fully satisfied or performed, the Closing shall be conducted by escrow through the Title Insurer on the earlier of: (i) the date that is [redacted] days after the earlier to occur of: (A) the Entitlements Date and (B) Buyer's receipt of all Development Approvals (the earlier to occur of the foregoing, the "**Outside Closing Date**"), or (ii) any date prior to the Outside Closing Date chosen by Buyer and set forth in a written notice from Buyer to Seller at least 7 days prior thereto (as applicable, the "**Closing Date**"), unless the Closing Date is postponed pursuant to the express terms of this Agreement or as otherwise agreed by Seller and Buyer in writing.

b. **Closing Extensions**. Notwithstanding the foregoing, Buyer shall have the right to extend the Outside Closing Date for up to [redacted] periods of [redacted] days each (each, a "**Closing Extension**"), by delivering the following on or before the then-current Closing Date: (i) notice to Seller of the Closing Extension; and (ii) an additional deposit to Seller in the amount of [redacted] (each, an "**Extension Deposit**"). Each Extension Deposit shall be deemed non-refundable, except in the case of Seller's default. Notwithstanding the foregoing, provided Buyer fulfills Buyer's obligations under this Agreement and the transaction contemplated hereby is consummated, each Extension Deposit paid to Seller shall be credited to the Purchase Price.

9.2 Closing Deliverables. For and in consideration of, and as a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing the following documents (all of which shall be duly executed, acknowledged, and witnessed, as applicable), which documents in subsections below Buyer agrees to execute where applicable:

a. Deed: a quitclaim deed (the "**Deed**") conveying to Buyer all of Seller's right, title and interest in and to the Property, subject only to the Permitted Title Exceptions and such other matters as are permitted by Section 5 hereof;

b. General Assignment. The General Assignment;

c. Non-Foreign Certificate: a Certificate and Affidavit of Non-Foreign Status, in the form attached as EXHIBIT G hereto and by this reference made a part hereof;

d. Affidavit of Title: an affidavit of title in the form required by the Title Insurer in order to issue its extended coverage owner's policy of title insurance without exception for mechanic's, materialmen's or other statutory liens, unrecorded easements or other rights of parties in possession;

e. Authority: such evidence as Title Insurer shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;

f. Reaffirmation of Representations and Warranties: a certificate of Seller, dated as of the Closing Date, reaffirming that all representations and warranties of Seller under this Agreement are materially true, correct and complete as of the Closing Date and that there has occurred no material default or breach, nor any event which, with the giving of notice or the passage of time, or both, would constitute a material default or breach by Seller under this Agreement;

g. Subdivision Plat: if not previously recorded, the Subdivision Plat.

h. Demolition Holdback Agreement: the Demolition Holdback Agreement, if applicable pursuant to the terms hereof.

i. Closing Statement: a closing statement setting forth the prorations, credits, debits, and disbursements to be made at the Closing in accordance with this Agreement; and

j. Further Documentation: such further instructions, documents and information as Buyer or Title Insurer may reasonably request as customarily necessary to consummate the purchase and sale contemplated by this Agreement.

9.3 Costs. At the Closing:

a. Transfer Taxes: Seller shall pay any and all transfer taxes incident to the conveyance of title to the Property to Buyer;

b. Recording Costs: Seller shall pay the cost of recording the Deed and Subdivision Plat;

c. Title Exam and Premium: Buyer shall pay the costs of examination of title to the Property and owner's title insurance therefor;

d. Financing Costs: Buyer shall pay any mortgage recording or intangibles tax and all other taxes, costs, fees or expenses relating to Buyer's financing of the Property;

e. Survey: Buyer shall pay the cost of the Survey;

f. Subdivision: Seller shall pay the costs associated with the Subdivision Plat and/or Subdivision Approvals as set forth herein.

g. Escrow/Closing Fees: Any escrow/closing fees charged by the Title Insurer shall be shared equally by Seller and Buyer; and

h. Other Costs: Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees.

10. Default and Remedies.

10.1 Buyer's Default. If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, the Earnest Money shall be paid to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.

10.2 Seller's Default. In the event of a default by Seller under the terms of this Agreement which is first discovered by Buyer prior to the Closing and is not cured by Seller within 10 days after receipt of notice of such default from Buyer (except for Seller's failure to deliver the Deed and otherwise close on the Closing Date, for which there will be no notice and cure period afforded Seller), Buyer's remedies hereunder shall be either to: a) terminate this Agreement and receive a refund of the Earnest Money and any Extension Deposit paid to Seller, and Buyer shall have the right to recover from Seller all out-of-pocket fees, costs and expenses incurred by Buyer in connection with this Agreement and the transactions contemplated by this Agreement in an amount not to exceed [redacted] (which shall be in addition to, and not inclusive of, the Earnest Money and any Extension Deposit paid to Seller); or (b) seek specific performance of Seller's obligations under this Agreement. Additionally, notwithstanding anything in this Agreement to the contrary, in the event of a Material Seller Default, Buyer shall be entitled to pursue an action for actual damages against Seller, up to a maximum of [redacted] (which shall be in addition to, and not inclusive of, the Earnest Money and any Extension Deposit paid to Seller). For the purposes hereof, a "**Material Seller Default**" shall mean any default by Seller hereunder that is characterized by the following and is not cured within the 10-day period noted above: (i) Seller selling or conveying the Property to another party in violation of this Agreement in a manner that renders specific performance unavailable; (ii) Seller intentionally or willfully encumbering the Property in violation of this Agreement in a manner that has or would have a material, adverse effect on the developability of the Property (including the proposed timing, scope or cost thereof) for Buyer's Intended Use (e.g. by entering into a long-term lease whose term extends beyond the Closing Date, subjecting the

Property to a mortgage that cannot be discharged by the payment of the Purchase Price, or subjecting the Property to an easement or other restriction or encumbrance that would have a material, adverse effect on the developability of the Property); (iii) intentionally omitted; (iv) Seller's failure to comply with the Seller's Cessation Covenant at Closing; or (v) a willful or intentional breach of any representation or warranty of Seller hereunder, the falsity of which has or would have a material, adverse effect on the developability of the Property (including the proposed timing, scope or cost thereof) for Buyer's Intended Use.

10.3 Seller's Misrepresentation or Breach of Warranty. In the event that Buyer first discovers after the Closing that any representation, warranty or covenant contained herein was untrue or breached, as the case may be, as of the Closing Date, or if Buyer chooses to enforce any surviving indemnification set forth herein, Buyer shall be entitled to all remedies provided for herein or otherwise available to Buyer at law or in equity, subject to the limitation set forth in Section 8.4 hereof.

11. Maintenance of Improvements and Operation of Property.

(a) Insurance. Seller agrees to keep its customary property insurance covering the Property in effect until the Closing (provided, however, that the terms of any such coverage maintained in blanket form may be modified as Seller deems necessary).

(b) Maintenance. Seller shall maintain all Improvements substantially in their present condition (ordinary wear and tear, casualty and condemnation excepted).

(c) Operation. Seller shall operate and manage the Property in a manner consistent with Seller's practices in effect prior to the Effective Date.

(d) Service Contracts.

(i) Notice of Assumption. No later than the Inspection Date, Buyer may advise Seller in writing which Service Contracts Buyer elects to assume, and Seller shall, at its sole cost and expense, terminate effective as of or prior to Closing all Service Contracts that Buyer does not so elect to assume.

(ii) Failure to Provide Notice. Buyer's failure to so advise Seller in writing shall be deemed to constitute Buyer's election to not assume any such Service Contracts.

(iii) Notices. Seller shall deliver at Closing notices of termination of all Service Contracts that are not so assumed and Seller shall be responsible for any charges applicable to periods commencing with the Closing.

(iv) Existing Management and Leasing Agreements. Seller shall terminate, effective as of or prior to Closing, all existing management and leasing agreements with respect to the Property.

(e) No New Encumbrances. From and after the Contract Date until the date and time of the Closing, except as expressly permitted hereunder, Seller shall not convey any portion of the Property or any rights therein, or enter into any conveyance, security document, easement or other agreement, or amend any existing agreement, granting to any Person (other than Buyer) any rights with respect to the Property or any part thereof or any interest whatsoever therein, without Buyer's prior written consent.

(f) Development Approvals and Building Permit Cooperation. Seller, at no cost and expense to Seller, shall cooperate with Buyer in good faith and join with Buyer in the signing of any documents necessary to obtain the Development Approvals.

(g) Cessation of Operations; Removal of Personal Property. If the Demolition Work is to be performed post-Closing on the terms hereof, Seller will cease all operations in the Demolition Improvements and remove all personal property and effects therefrom prior to Closing ("**Seller Cessation Covenant**").

12. Casualty/Condemnation.

12.1. Casualty. In the event that prior to the Closing there is any damage to the Property, or any part thereof, Buyer shall accept the Property in its then condition, and proceed with the transaction contemplated by this Agreement and Buyer shall be entitled to an assignment of all of Seller's rights to any insurance proceeds payable by reason of such damage or destruction; provided that, to the extent that as a result of such casualty, a material health or safety issue results such that the applicable governmental authority requires commencement of repair prior to Closing, Seller shall commence such repairs (and the amount of insurance proceeds payable to Buyer shall be reduced by Seller's costs of such repairs). Seller shall not compromise, settle or adjust any claims to such proceeds without Buyer's prior written consent.

12.2 Material Condemnation. In the event of a Material Condemnation, Buyer may, at its option to be exercised within 5 Business Days after receipt of notice of the occurrence of the damage or the actual or threatened commencement of condemnation proceedings, either terminate this Agreement or consummate the purchase for the full Purchase Price as required by the terms hereof.

(a) Buyer Elects to Terminate. If Buyer elects to terminate this Agreement by delivering written notice thereof to Seller, then this Agreement shall terminate, the Earnest Money, less $100 paid to Seller, shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those which expressly survive any such termination.

(b) Buyer Does Not Elect to Terminate. If Buyer elects to proceed with the purchase or fails to give Seller notice within such 5 Business Day period that Buyer elects to terminate this Agreement, or Buyer is not entitled to terminate this Agreement

because the condemnation or taking is not a Material Condemnation, then this Agreement shall remain in full force and effect.

12.3 Awards and Proceeds.

(a) Credit. Upon the Closing, if Buyer is not entitled to or elects not to terminate this Agreement pursuant to Section 12.1 and Section 12.2 above, there shall be a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or condemnation, plus the amount of any insurance deductible, less any reasonable sums expended by Seller toward the collection of such proceeds or awards or to restoration or repair of the Property (the nature of which restoration or repairs, but not the right of Seller to effect such restoration or repairs, shall be subject to the approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed).

(b) Assignment. If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer, except to the extent needed to reimburse Seller for any reasonable sums expended to collect such proceeds or awards or to repair or restore the Property.

13. Assignment.

13.1 Assignment by Buyer. This Agreement is not assignable by Buyer without first obtaining the prior written approval of Seller (not to be unreasonably withheld, conditioned or delayed), except that Buyer may assign this Agreement without the prior written approval of Seller to (i) an Affiliate of Buyer; or (ii) any firm, partnership, corporation or other entity in which Buyer and/or one or more Affiliates of Buyer have a direct or indirect ownership interest. For the purposes of this paragraph, "Affiliate" means a person or entity who, directly or indirectly through one or more intermediaries, owns or controls, is owned or controlled by or is under common control or ownership with the person or entity in question. Buyer shall provide written notice to Seller of any proposed assignment as permitted hereunder no later than 5 days prior to the Closing Date, together with a copy of the relevant assignment documentation (provided that Seller acknowledges that such assignment may not be rendered effective until the Closing Date). Such assignment shall not relieve Buyer of any obligations or liability arising out of or related to this Agreement unless and until Closing occurs.

13.2 Assignment by Seller. From and after the Contract Date, Seller shall not, without the prior written consent of Buyer, which consent Buyer may withhold in its sole discretion, assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property.

14. Buyer's Representation and Warranty. Buyer does hereby represent and warrant to Seller that (a) it is duly organized, validly existing and in good standing under the laws of the

State of its formation; (b) it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; (c) the parties executing this Agreement on behalf of Buyer are duly authorized to so do; and (d) neither Buyer nor, to Buyer's actual knowledge, any individual having a beneficial interest in Buyer is a Person described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49079 (September 25, 2001), and does not engage in any dealings or transactions, and is not otherwise associated with any such Persons. It shall be a condition precedent to Seller's performance hereunder that the foregoing representations and warranties shall remain true and accurate in all material respects at the time of Closing.

15. Broker and Broker's Commission.

15.1 Commission. Seller shall pay to Broker a commission for this transaction pursuant to a separate commission agreement. Broker shall only be entitled to such commission if and when the transaction contemplated herein actually closes. Buyer shall have no responsibility for payment of any such commissions.

15.2 Indemnity. Buyer and Seller each warrant and represent to the other that, with the exception of Broker, such party has not and will not employ a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. The provisions of this Section 15.2 shall survive the termination of this Agreement and the delivery of the Deed.

16. Notices.

16.1 Form of Notice. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by (a) hand, (b) nationally-recognized overnight express delivery service, or (c) e-mail of a letter in "pdf" format (provided that if the receiving Party has not acknowledged receipt thereof within one (1) Business Day after such delivery (which acknowledgement may be given by such party or its counsel via a "read receipt" or response via electronic mail), then the delivering party shall send a copy of such notice via method (a) or (b) above) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

SELLER:

c/o Condyne Capital Partners, LLC
100 Grandview Drive, Suite 312
Braintree, MA 02184
Attn: Jeffrey C. O'Neill
Telephone: 781-552-4202
E-mail: joneill@condyne.com

With a copy to:

Nutter, McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Wendy M. Fiscus, Esq.
Telephone: 617-439-2858
E-mail: wfiscus@nutter.com

BUYER:

c/o Wood Partners
91 Hartwell Avenue
Lexington, Massachusetts 02421
Attention: Jim Lambert
Phone No.: (781) 541-5822
Email: Jim.Lambert@woodpartners.com

With copies to:

c/o Wood Partners
636 W. Yale Street
Orlando, Florida 32804
Attention: Sean Reynolds
Telephone: (407) 982-2517
E-mail: sean.reynolds@woodpartners.com

And

Alston & Bird LLP
One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attention: Drew Allen
Telephone: (404) 881-4522
E-mail: drew.allen@alston.com

16.2 Notice Received. Any notice or other communication sent as hereinabove provided shall be deemed received: (a) on the date of delivery, if delivered by hand or overnight express delivery service; or (b) on the date of transmission, if

sent by electronic transfer device (provided that if the receiving Party did not acknowledge receipt thereof within one (1) Business Day after such delivery, then the delivering Party sent a copy of such notice via method (a) or (b) described in Section 16.1 above).

17. Governing Law. This Agreement shall be construed and interpreted under the laws of the State or Commonwealth in which the Land is located, without regard to any conflict of law principles that may call for the application of the laws of any other jurisdiction.

18. Construction. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

19. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

20. Entire Agreement. This Agreement and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

21. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

22. Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

23. Possession. Possession of the Property shall be granted by Seller to Buyer no later than the Closing Date, subject to the Permitted Title Exceptions and the right/obligation of Seller to complete the Demolition Work, if applicable.

24. Date For Performance. If the time period or date by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on any day other than a Business Day, then such time period shall be automatically extended through 5:00 p.m. Bolton, Massachusetts time on the next Business Day.

25. Recording. Seller and Buyer agree that, they will not record this Agreement. Notwithstanding the foregoing, simultaneously with the execution of this Agreement, Seller shall execute and deliver to Buyer a short form memorandum of this Agreement in the form attached hereto as Exhibit H (the "**Memorandum of Contract**"), which Buyer

may countersign and record at any time after the Seller has obtained the Subdivision Approval; ***provided, however***, that if Seller has not obtained the Subdivision Approvals by the Subdivision Deadline and Buyer waives its right to terminate this Agreement in accordance with Section 6.3, Buyer may countersign and record the Memorandum of Contract on the entirety of the Parent Parcel, but agrees to file any amendments or modifications thereto once the Subdivision Approvals are obtained so as to contain the Memorandum of Contract to the Land only. In the event this Agreement is terminated by either party pursuant to the terms hereof following the recording of the Memorandum of Contract, Buyer agrees that Buyer shall cause a termination of the Memorandum of Contract to be recorded within 10 days of such termination. Buyer agrees to indemnify and hold Seller harmless for all loss, cost and/or damage, including reasonable attorney's fees, incurred by Seller as a result of Buyer's failure to timely record a termination of the Memorandum of Contract. The terms and provisions of this Section shall survive the termination of this Agreement.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (via .pdf or similar format). An executed copy of this Agreement delivered by electronic mail transmission (via a .pdf or similar format) shall be deemed to be an original counterpart hereof for all purposes.

27. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

28. Listings and Other Offers. During the pendency of this Agreement, Seller shall not list the Property with any broker (other than Broker pursuant to the current listing) or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

29. Survival. No representations, warranties, covenants or agreements of Seller or Buyer contained herein shall survive the Closing or the earlier termination of this Agreement, except as expressly provided in this Agreement.

30. COVID-19. Notwithstanding anything in this Agreement to the contrary, the deadlines specified this Agreement (including, without limitation, the Entitlements Date and the Closing Date) shall be extended (subject to the terms and conditions of this Section) as is reasonably necessary, in the event either party hereto is prevented from, or delayed in, performing any material obligation hereunder (including Buyer's obligation to use diligent efforts to obtain the Development Approvals) as a direct result of any event occurring beyond the reasonable control of such party related to the coronavirus disease

(COVID-19) ("**COVID-19**"), including, without limitation, an epidemic, a pandemic, the spread of COVID-19 or any related illness, any state of emergency, any governmental restrictions (including the suspension of postal or other services), and any delays in obtaining any necessary governmental approvals or permits beyond normal process times, regardless of whether the same was known by the party asserting such delay on or before the Contract Date (each a "**COVID-19 Delay**"). For purposes of clarity, COVID-19 Delays shall include delays caused by third parties (including, without limitation, Escrow Agent and government agencies), but do not include changes in economic or market conditions (including, without limitation, the unavailability of debt or equity). Without limiting the generality of the foregoing, the following circumstances shall constitute COVID-19 Delays: (i) the inability of Buyer, Escrow Agent, Buyer's lender(s) (if any), or Buyer's equity partner(s) (if any) to initiate or receive wire transfers, (ii) the closure of the clerk of county courts or other agencies necessary to record any closing documents (unless e-recording remains available), and (iii) the Title Insurer's unwillingness to issue a title insurance policy for the Property at the Closing that meets the requirements set forth in Section 7.5(b) (including, insuring over any "gap period") for any reason other than Buyer's failure to pay the title insurance premium.

In the event either party hereto asserts a COVID-19 Delay, such party shall provide written notice thereof (each a "**COVID-19 Notice**") to the other, which notice shall include a reasonable description and, if possible, estimated duration of the asserted COVID-19 Delay; provided, however, in no event shall a COVID-19 Delay operate to extend any deadline hereunder for more than 30 days in each individual instance.

Notwithstanding the foregoing, in no event shall a COVID-19 Delay operate to extend Seller's obligation to comply with the Seller's Cessation Covenant prior to the Closing Date.

[signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized signatory, effective as of Contract Date.

SELLER:

BOLTON OFFICE PARK LLC, a Massachusetts limited liability company

By: Condyne Investment Partners Bolton, LLC, a Massachusetts limited liability company, its manager

By: Bolton Investment Partners, LLC, a Massachusetts limited liability company, its sole member & sole manager

By: Condyne LLC, a Massachusetts limited liability company, its sole member

By: _____
Name:
Title: Manager

BUYER:

WP EAST ACQUISITIONS, L.L.C., a Georgia limited liability company

_____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized signatory, effective as of Contract Date.

SELLER:

BOLTON OFFICE PARK LLC, a Massachusetts limited liability company

By: Condyne Investment Partners Bolton, LLC, a Massachusetts limited liability company, its manager

By: Bolton Investment Partners, LLC, a Massachusetts limited liability company, its sole member & sole manager

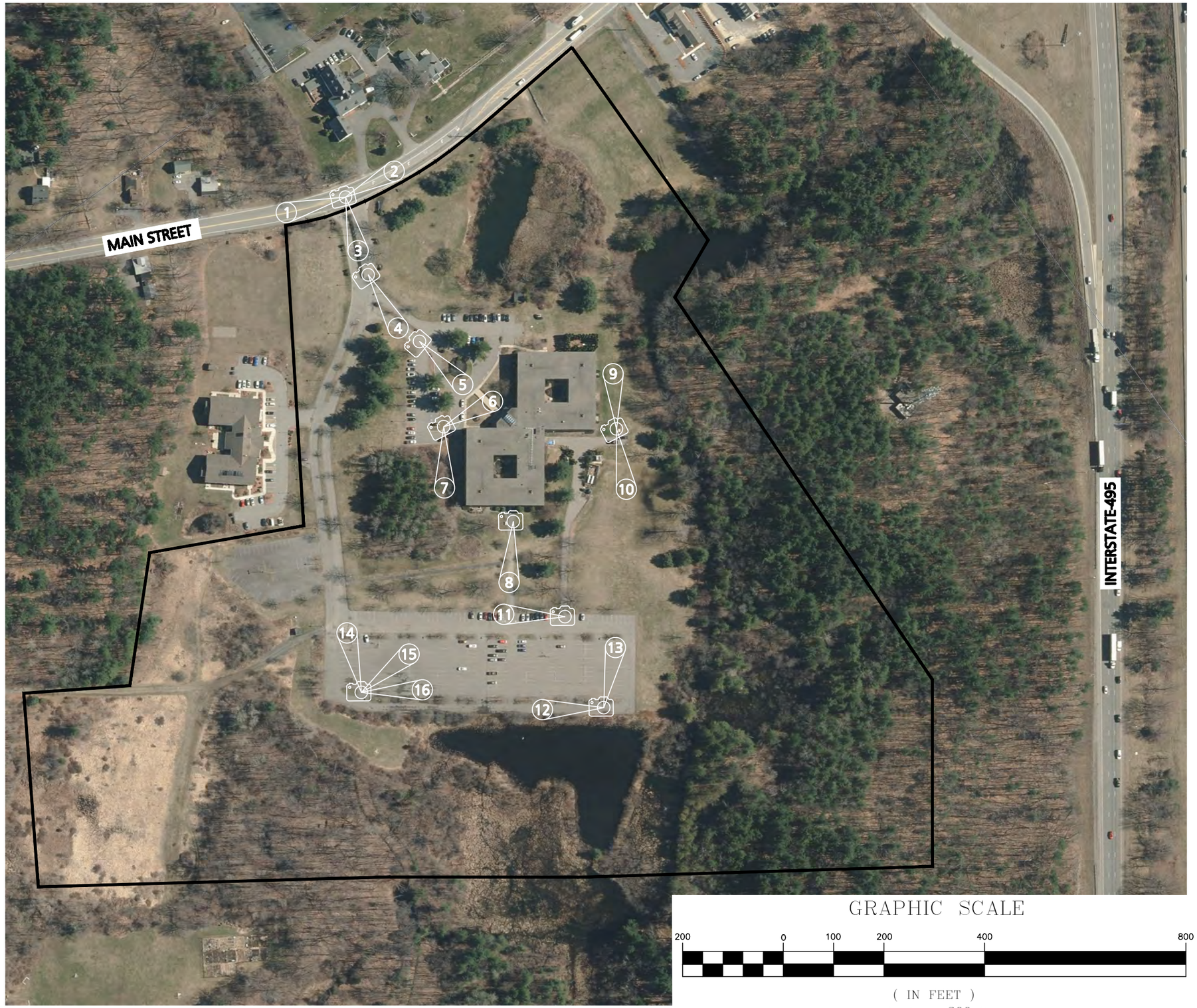
By: Condyne LLC, a Massachusetts limited liability company, its sole member

By:_____
Name:
Title: Manager

BUYER:

WP EAST ACQUISITIONS, L.L.C., a Georgia limited liability company

Name: James Lambert
Title: Vice President




GRAPHIC SCALE

200 0 100 200 400 800

( IN FEET )

1 inch = 200 ft.

APPLICANT/OWNER:

WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:

# ALTA NASHOBA VALLEY
## 580 MAIN STREET
## BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 04-30-2021 |
| SCALE: | 1"=200' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | JPS | CHECKED BY: | PGM |

. REPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
10 MAIN STREET
LAKEVILLE, MA 02347
TEL: (508) 923-1010
FAX: (508) 923-6309
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

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DRAWING TITLE:

PHOTOGRAPH LOCUS PLAN

SHEET No.

FIG-1

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#1

#2

AVAILABLE
COMMERCIAL
O'BRIEN
PROPERTIES
978-369-5500
WWW.OBRIENCOMMERCIAL.COM
Single Office Suites Available

BOLTON OFFICE PARK
580 MAIN STREET
Owned & Managed By: CONDYNE LLC Real Estate Development
781-552-4200

#3

#4

#5

#6

#7

#8

#9

#10

#11

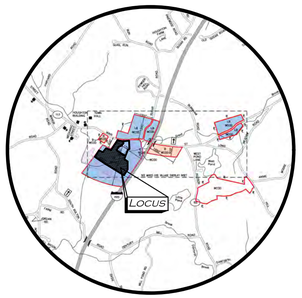
#12

#13

#14

#15

#16




LOCUS & ZONING MAP
(NOT TO SCALE)

# ISSUED FOR
# LOCAL INITIATIVE PROGRAM APPLICATION
# ALTA NASHOBA VALLEY
## 580 MAIN STREET
## BOLTON, MA

## UNIT MATRIX

**BUILDING #4**

| UNIT TYPE | AVG UNIT SIZE | FLOOR 1 | FLOOR 2 | FLOOR 3 | TOTAL UNITS | NRSF |
|---|---|---|---|---|---|---|
| 1 Bed/1 BA | 794 | 8 | 4 | 4 | 16 | 12,710 |
| 2 Bed/1 or 2 BA | 1,069 | 6 | 10 | 10 | 26 | 27,764 |
| 3 Bed/2 BA | 1,351 | 2 | 2 | 2 | 6 | 8,106 |
| TOTAL/AVERAGE | 1,013 | 16 | 16 | 16 | 48 | 48,600 |

**BUILDING #3**

| UNIT TYPE | AVG UNIT SIZE | FLOOR 1 | FLOOR 2 | FLOOR 3 | TOTAL UNITS | NRSF |
|---|---|---|---|---|---|---|
| 1 Bed/1 BA | 811 | 6 | 2 | 2 | 10 | 8,108 |
| 2 Bed/1 or 2 BA | 1,041 | 4 | 8 | 8 | 20 | 20,824 |
| 3 Bed/2 BA | 1,351 | 2 | 2 | 2 | 6 | 8,106 |
| TOTAL/AVERAGE | 1,029 | 12 | 12 | 12 | 36 | 37,038 |

**BUILDING #2**

| UNIT TYPE | AVG UNIT SIZE | FLOOR 1 | FLOOR 2 | FLOOR 3 | TOTAL UNITS | NRSF |
|---|---|---|---|---|---|---|
| 1 Bed/1 BA | 814 | 9 | 9 | 9 | 27 | 21,987 |
| 2 Bed/2 BA | 1,111 | 12 | 13 | 13 | 38 | 42,231 |
| 3 Bed/2 BA | 1,409 | 2 | 2 | 2 | 6 | 8,454 |
| TOTAL/AVERAGE | 1,024 | 23 | 24 | 24 | 71 | 72,672 |

**BUILDING #1**

| UNIT TYPE | AVG UNIT SIZE | FLOOR 1 | FLOOR 2 | FLOOR 3 | TOTAL UNITS | NRSF |
|---|---|---|---|---|---|---|
| 1 Bed/1 BA | 825 | 11 | 12 | 12 | 35 | 28,859 |
| 2 Bed/2 BA | 1,104 | 11 | 11 | 11 | 33 | 36,423 |
| 3 Bed/2 BA | 1,387 | 2 | 2 | 2 | 6 | 8,322 |
| TOTAL/AVERAGE | 995 | 24 | 25 | 25 | 74 | 73,604 |

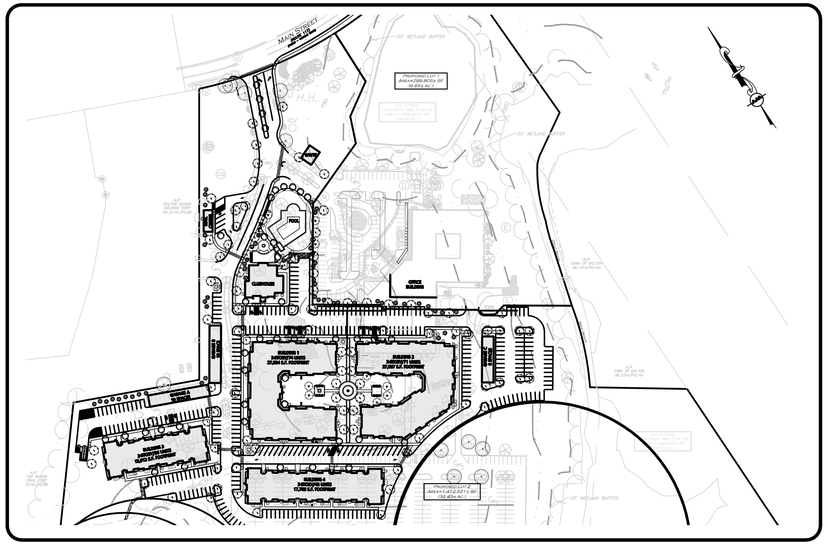
**TOTAL - PROJECT**

| UNIT TYPE | AVG UNIT SIZE | FLOOR 1 | FLOOR 2 | FLOOR 3 | TOTAL UNITS | NRSF |
|---|---|---|---|---|---|---|
| 1 Bed/1 BA | 816 | 34 | 27 | 27 | 88 | 71,664 |
| 2 Bed/1 or 2 BA | 1,088 | 33 | 42 | 42 | 117 | 127,262 |
| 3 Bed/2 BA | 1,375 | 8 | 8 | 8 | 24 | 32,988 |
| TOTAL/AVERAGE | 1,013 | 75 | 77 | 77 | 229 | 231,914 |

| UNIT TYPE | MARKET - UNITS | MARKET - % | AFFORDABLE - UNITS | AFFORDABLE - % | TOTAL UNITS | ADA - UNITS | ADA - % |
|---|---|---|---|---|---|---|---|
| 1 Bed/1 BA | 66 | 29% | 22 | 10% | 88 | 4 | 5% |
| 2 Bed/1 or 2 BA | 87 | 38% | 30 | 13% | 117 | 6 | 5% |
| 3 Bed/2 BA | 18 | 8% | 6 | 3% | 24 | 2 | 8% |
| TOTAL | 171 | 75% | 58 | 25% | 229 | 12 | 5% |

| USE | GROSS SF | NET SF |
|---|---|---|
| RESIDENTIAL | 261,155 | 231,914 |
| CLUBHOUSE | 5,000 | 5,000 |
| MAIL/PACKAGE | 835 | 835 |
| GARAGES | 8,898 | 8,898 |
| TOTAL | 275,888 | 246,647 |

| PARKING TOTALS | |
|---|---|
| At Grade Spaces | 357 |
| Garage Spaces | 28 |
| Total Spaces | 385 |
| Ratio per unit | 1.68 |




GRAPHIC SCALE

150 0 75 150 300 400

( IN FEET )
1 inch = 150 ft.

## PROJECT TEAM

WOOD PARTNERS

APPLICANT
LIMITED DIVIDEND AFFILIATE OF WP EAST ACQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering • land surveying
environmental consulting • landscape architecture

SITE ENGINEER / SURVEYOR
ALLEN & MAJOR ASSOCIATES, INC.
10 MAIN STREET
LAKEVILLE, MA 02347-1674
(508)-923-1010

MARKET SQUARE ARCHITECTS

ARCHITECT
MARKET SQUARE ARCHITECTS
104 CONGRESS STREET, SUITE 203
PORTSMOUTH, NH 03801

GRADY CONSULTING, L.L.C.
Civil Engineers • Land Surveyors • Landscape Architects

LANDSCAPE ARCHITECT
GRADY CONSULTING, LLC
71 EVERGREEN STREET, SUITE 1
KINGSTON, MA 02364

## LIST OF DRAWINGS


| DRAWING TITLE | SHEET NO. | ISSUED | REV. |
|---|---|---|---|
| EXISTING CONDITIONS | V-101 - V-104 | 05-03-2021 | |
| OVERALL LAYOUT AND MATERIALS PLAN | C-101 | 05-04-2021 | |
| LAYOUT AND MATERIALS PLAN | C-102 - C-104 | 05-04-2021 | |
| OVERALL GRADING AND DRAINAGE PLAN | C-105 | 05-04-2021 | |
| GRADING AND DRAINAGE PLAN | C-106 - C-108 | 05-04-2021 | |
| OVERALL UTILITIES PLAN | C-109 | 05-04-2021 | |
| UTILITIES PLAN | C-110 - C-112 | 05-04-2021 | |
| LANDSCAPE PLAN | SHEET 1 OF 1 | 04-30-2021 | |
| OVERALL FIRST FLOOR PLAN - BUILDING 1 | A1.01 | 05-04-2021 | |
| OVERALL SECOND FLOOR PLAN - BUILDING 1 | A1.02 | 05-04-2021 | |
| OVERALL THIRD FLOOR PLAN - BUILDING 1 | A1.03 | 05-04-2021 | |
| EXTERIOR ELEVATION AND BUILDING SECTION BUILDING 1 | A2.00 | 05-04-2021 | |
| OVERALL FIRST FLOOR PLAN - BUILDING 2 | A1.01 | 05-04-2021 | |
| OVERALL SECOND FLOOR PLAN - BUILDING 2 | A1.02 | 05-04-2021 | |
| OVERALL THIRD FLOOR PLAN - BUILDING 2 | A1.03 | 05-04-2021 | |
| EXTERIOR ELEVATION AND BUILDING SECTION BUILDING 1 | A2.00 | 05-04-2021 | |
| OVERALL FIRST FLOOR PLAN - BUILDING 3 | A1.01 | 05-04-2021 | |
| OVERALL SECOND FLOOR PLAN - BUILDING 3 | A1.02 | 05-13-2021 | |
| OVERALL THIRD FLOOR PLAN - BUILDING 3 | A1.03 | 05-13-2021 | |
| EXTERIOR ELEVATION AND BUILDING SECTION BUILDING 3 | A2.00 | 05-13-2021 | |
| OVERALL FIRST FLOOR PLAN - BUILDING 4 | A1.01 | 05-04-2021 | |
| OVERALL SECOND FLOOR PLAN - BUILDING 4 | A1.02 | 05-13-2021 | |
| OVERALL THIRD FLOOR PLAN - BUILDING 2 | A1.03 | 05-13-2021 | |
| EXTERIOR ELEVATION AND BUILDING SECTION BUILDING 4 | A2.00 | 05-13-2021 | |
| ENLARGED UNIT PLAN - 1 BED | A4.10 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 1 BED GROUP 2 | A4.11 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 1 BED | A4.12 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 1 BED GROUP 2 | A4.13 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 1 BED GROUP 2 | A4.14 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 2 BED | A4.15 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 2 BED GROUP 2 | A4.16 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 2 BED | A4.17 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 2 BED GROUP 2 | A4.18 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 3 BED | A4.19 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 3 BED | A4.20 | 05-04-2021 | |
| ENLARGED UNIT PLAN - 2 BED GROUP 2 | A4.21 | 05-04-2021 | |


**ISSUED FOR LIP APPLICATION**
**MAY 4, 2021**

M:\PROJECTS\1670-15\CIVIL\DRAWINGS\CURRENT\C-1670-15 - COVER.DWG

FOR REGISTRY USE ONLY

## Utility Statement

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. ALLEN & MAJOR ASSOCIATES, INC. (A&M) MAKES NO GUARANTEE THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. A&M FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. A&M HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

## Locus References

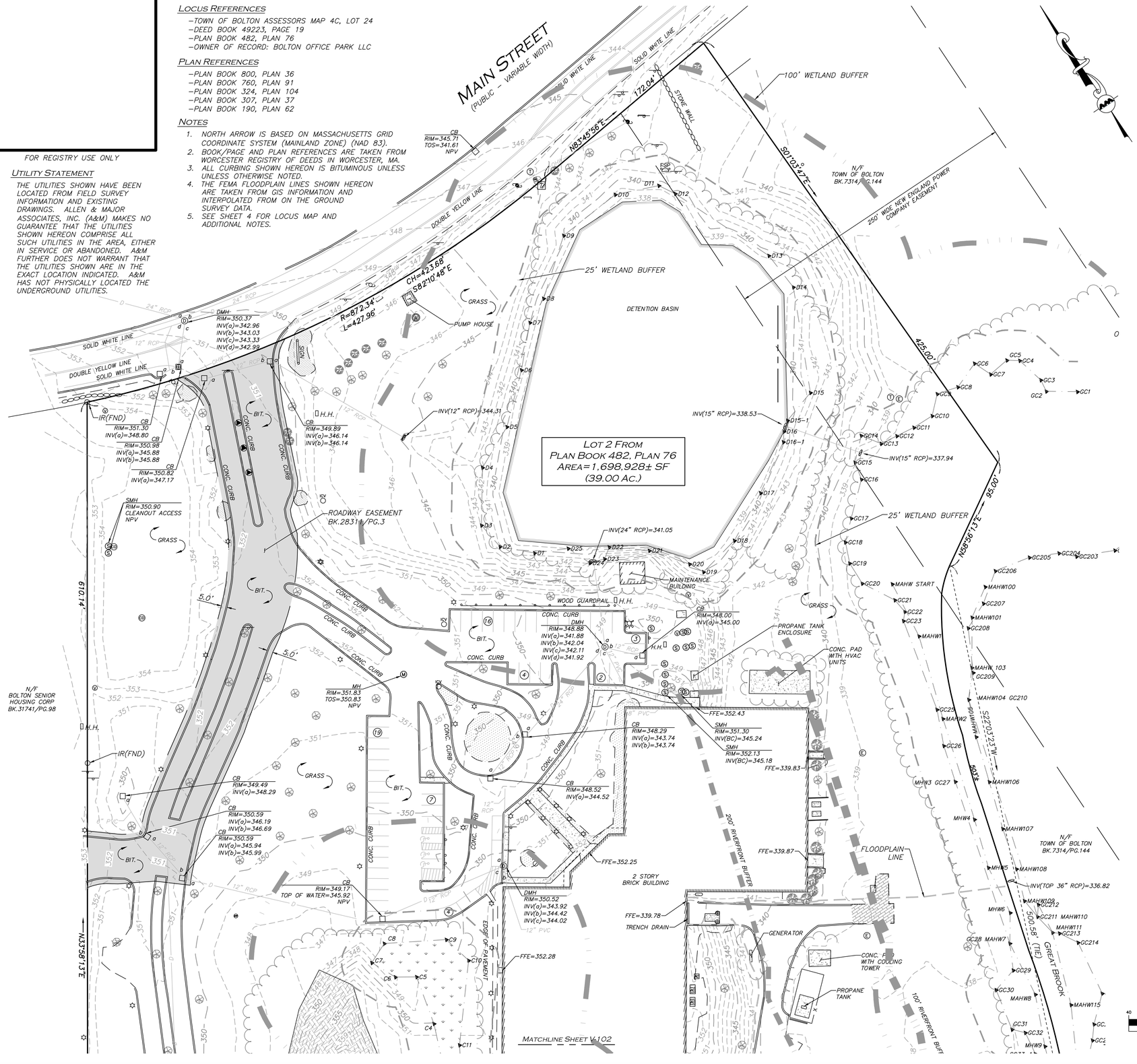
- TOWN OF BOLTON ASSESSORS MAP 4C, LOT 24
- DEED BOOK 49223, PAGE 19
- PLAN BOOK 482, PLAN 76
- OWNER OF RECORD: BOLTON OFFICE PARK LLC

## Plan References

- PLAN BOOK 800, PLAN 36
- PLAN BOOK 760, PLAN 91
- PLAN BOOK 324, PLAN 104
- PLAN BOOK 307, PLAN 37
- PLAN BOOK 190, PLAN 62

## Notes

1. NORTH ARROW IS BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM (MAINLAND ZONE) (NAD 83).
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM WORCESTER REGISTRY OF DEEDS IN WORCESTER, MA.
3. ALL CURBING SHOWN HEREON IS BITUMINOUS UNLESS OTHERWISE NOTED.
4. THE FEMA FLOODPLAIN LINES SHOWN HEREON ARE TAKEN FROM GIS INFORMATION AND INTERPOLATED FROM ON THE GROUND SURVEY DATA.
5. SEE SHEET 4 FOR LOCUS MAP AND ADDITIONAL NOTES.




## LEGEND

| | |
|---|---|
| IRON ROD (IR) | ○ |
| DRAIN MANHOLE (DMH) | Ⓓ |
| SEWER MANHOLE (SMH) | Ⓢ |
| ELECTRIC MANHOLE (EMH) | Ⓔ |
| MISC. MANHOLE (MH) | Ⓜ |
| TELEPHONE MANHOLE (TMH) | Ⓣ |
| CATCH BASIN (CB) | □ |
| UTILITY POLE | |
| UTILITY POLE W/RISER | |
| GUY WIRE | |
| FIRE HYDRANT | |
| WATER GATE | |
| BOLLARD | |
| CLEANOUT | |
| INVERT (INV) | |
| FLARED END SECTION | |
| LIGHT | |
| TREE | |
| BUSH / SHRUB | |
| VENT | |
| SIGN | |
| SIGN | |
| FIRE STANDPIPE | |
| ROUND CATCH BASIN (RCB) | |
| TRANSFORMER | |
| WELL | Ⓦ |
| MONITOR WELL | MW |
| DOWNSPOUT | |
| WETLAND FLAG | ▸A31 |
| HAND HOLE | H.H. |
| AIR CONDITIONER | AC |
| TELEPHONE BOX | T |
| FLAG POLE | |
| HANDICAPPED PARKING SPACE | |
| IRRIGATION CONTROL VALVE | |
| POSITION INDICATOR VALVE | |
| PAINTED ARROW | |
| PARKING SPACE COUNT | (16) |
| CONCRETE | |
| LANDSCAPED AREA (LSA) | |
| RIP-RAP | |
| WETLAND AREA | |
| BRICK | |
| BUILDING | |
| BUILDING OVERHANG | |
| WETLAND EASEMENT LINE | |
| PROPERTY LINE | |
| 1' CONTOUR | 53 |
| 5' CONTOUR | 55 |
| ABUTTERS LINE | |
| STONE WALL | |
| CONCRETE RETAINING WALL | |
| TREE LINE | |
| EDGE OF PAVEMENT | |
| EDGE OF GRAVEL | |
| EDGE OF BRICK | |
| EDGE OF WATER | |
| CURB | |
| CHAIN LINK FENCE | x |
| GUARDRAIL | |
| SEWER LINE | S |
| DRAIN LINE | D |
| OVERHEAD WIRES | OHW |
| FOOTPRINT AREA | FPA |
| BUILDING HEIGHT | BH |
| BITUMINOUS | BIT. |
| CONCRETE | CONC. |
| GRANITE | GRAN. |
| FOUND | FND |
| NOW OR FORMERLY | N/F |
| BOOK | BK. |
| PAGE | PG. |

## PARKING SUMMARY

| | |
|---|---|
| STANDARD STALLS | 421 |
| HANDICAPPED STALLS | 5 |
| TOTAL STALLS | 426 |

GRAPHIC SCALE

40 0 20 40 80 160

( IN FEET )
1 inch = 40 ft.

N:\PROJECTS\1670-15\SURVEY\DRAWINGS\CURRENT\S-1670-15-EC.DWG

WE HEREBY CERTIFY THAT:

THIS PLAN IS THE RESULT OF AN ACTUAL ON THE GROUND SURVEY PERFORMED ON OR BETWEEN JANUARY 11, 2021 AND APRIL 2, 2021.

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS DATED JANUARY 1, 1976 AND REVISED JANUARY 12, 1988.

ACCORDING TO DEEDS AND PLANS OF RECORD, THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE ABOVE CERTIFICATION IS INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS FOR THE RECORDING OF PLANS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF BOLTON ASSESSORS INFORMATION.

THE ABOVE IS CERTIFIED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF TO THE ABOVE NAMED PARTIES AND NO OTHERS.

ALLEN & MAJOR ASSOCIATES, INC.

MAY 3, 2021

PROFESSIONAL LAND SURVEYOR FOR ALLEN & MAJOR ASSOCIATES, INC.

COMMONWEALTH OF MASSACHUSETTS
NORMAN I. LIPSITZ
No.28446
REGISTERED PROFESSIONAL LAND SURVEYOR

05/03/21

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

APPLICANT\OWNER:

WP EAST ACQUISITIONS, LLC
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:

# 580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05/03/2021 |
| SCALE: | 1" = 40' | DWG. NAME: | S-1670-15-EC |
| DRAFTED BY: | KAC | CHECKED BY: | NIL |

PREPARED BY:


ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying
environmental consulting ◆ landscape architecture
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WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH



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DRAWING TITLE:

EXISTING CONDITIONS

SHEET No.

V-101


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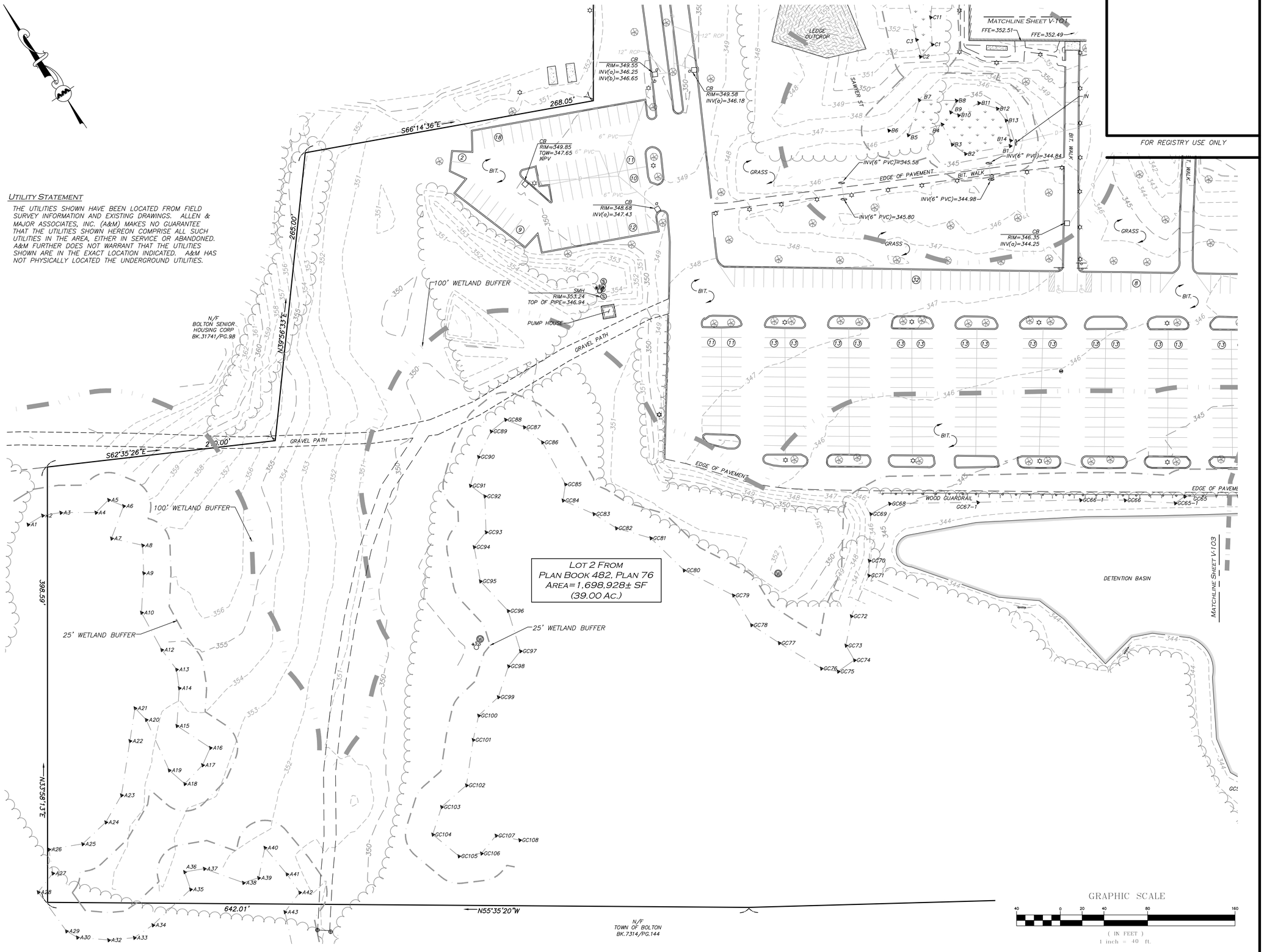


## Utility Statement

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ALLEN & MAJOR ASSOCIATES, INC.

MAY 3, 2021

PROFESSIONAL LAND SURVEYOR FOR ALLEN & MAJOR ASSOCIATES, INC.

COMMONWEALTH OF MASSACHUSETTS
NORMAN I. LIPSITZ
No. 28446
PROFESSIONAL LAND SURVEYOR

05/03/21

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

APPLICANT\OWNER:

WP EAST ACQUISITIONS, LLC
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:

# 580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05/03/2021 |
| SCALE: | 1" = 40' | DWG. NAME: | S-1670-15-EC |
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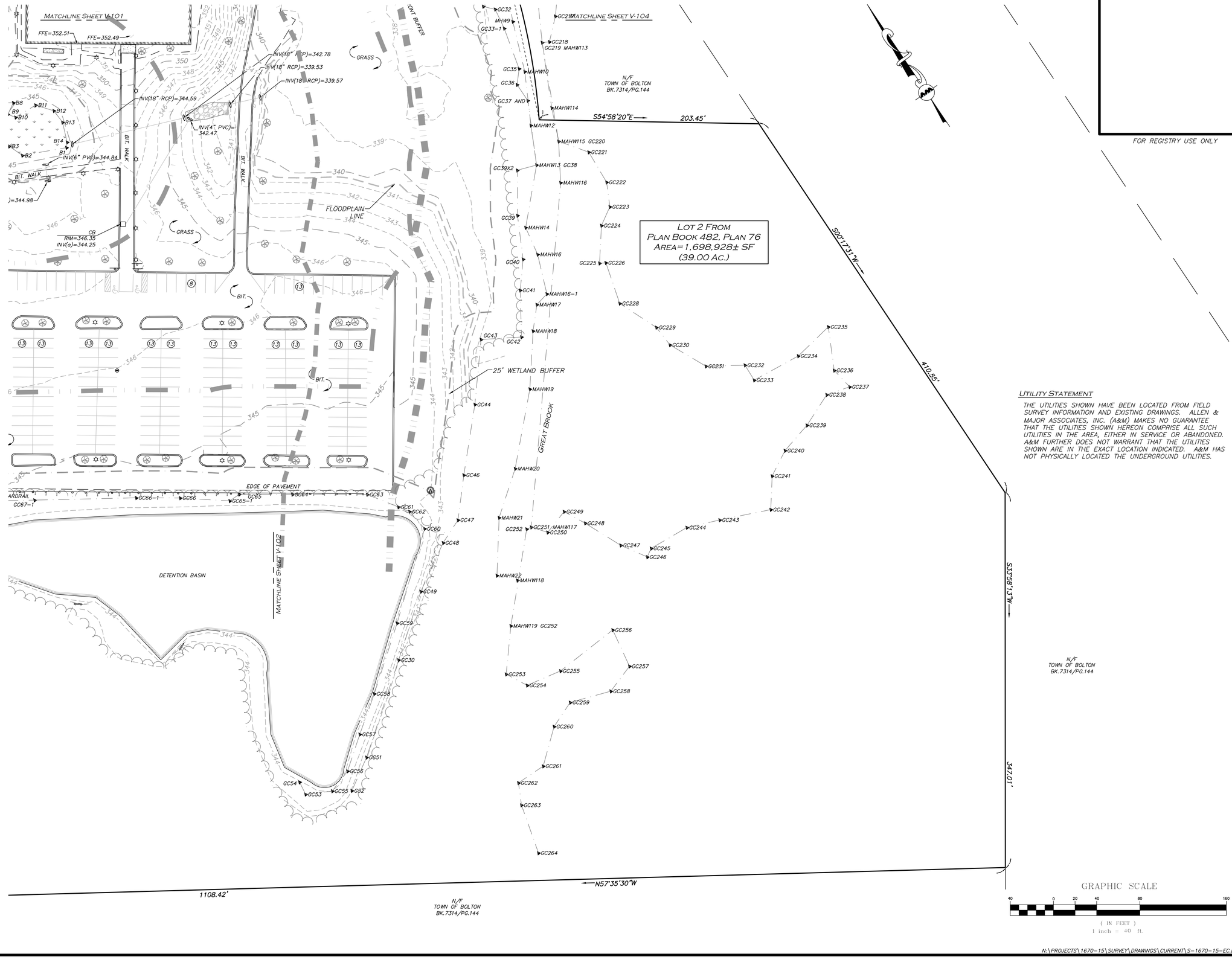


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MAY 3, 2021

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COMMONWEALTH OF MASSACHUSETTS
NORMAN I. LIPSITZ
No. 28446
PROFESSIONAL LAND SURVEYOR

05/03/21

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

APPLICANT\OWNER:

WP EAST ACQUISITIONS, LLC
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:

# 580 MAIN STREET
BOLTON, MA

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|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05/03/2021 |
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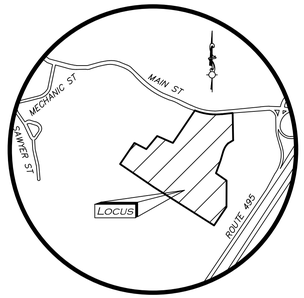


## LOCUS MAP
(NOT TO SCALE)

## LOCUS REFERENCES
- –TOWN OF BOLTON ASSESSORS MAP 4C, LOT 24
- –DEED BOOK 49223, PAGE 19
- –PLAN BOOK 482, PLAN 76
- –OWNER OF RECORD: BOLTON OFFICE PARK LLC

## PLAN REFERENCES
- –PLAN BOOK 800, PLAN 36
- –PLAN BOOK 760, PLAN 91
- –PLAN BOOK 324, PLAN 104
- –PLAN BOOK 307, PLAN 37
- –PLAN BOOK 190, PLAN 62

## NOTES
1. NORTH ARROW IS BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM (MAINLAND ZONE) (NAD 83).
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM WORCESTER REGISTRY OF DEEDS IN WORCESTER, MA.
3. ALL CURBING SHOWN HEREON IS BITUMINOUS UNLESS UNLESS OTHERWISE NOTED.
4. THE FEMA FLOODPLAIN LINES SHOWN HEREON ARE TAKEN FROM GIS INFORMATION AND INTERPOLATED FROM ON THE GROUND SURVEY DATA.
5. VERTICAL DATUM IS NAVD 88.
6. CONTOUR INTERVAL IS ONE FOOT (1').
7. WETLAND FLAGS SHOWN HEREON DELINEATED BY GODDARD CONSULTING LLC AND FIELD LOCATED BY ALLEN & MAJOR ASSOCIATES, INC.

GRAPHIC SCALE

40 0 20 40 80 160

( IN FEET )
1 inch = 40 ft.

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ALLEN & MAJOR ASSOCIATES, INC.

MAY 3, 2021

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COMMONWEALTH OF MASSACHUSETTS
NORMAN I. LIPSITZ
No. 28446
REGISTERED PROFESSIONAL LAND SURVEYOR

05/03/21

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

APPLICANT\OWNER:
WP EAST ACQUISITIONS, LLC
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
# 580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05/03/2021 |
| SCALE: | 1" = 40' | DWG. NAME: | S-1670-15-EC |
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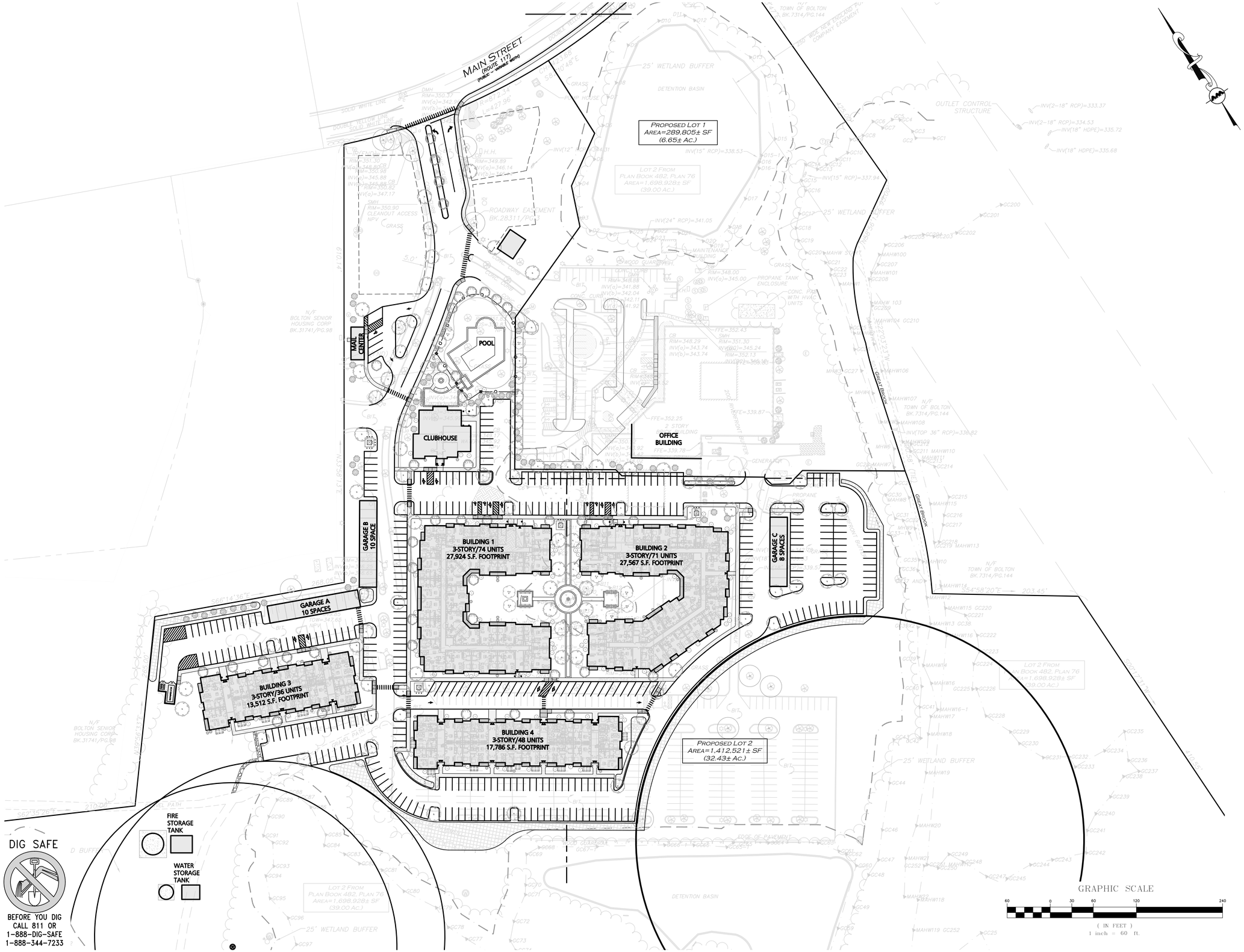


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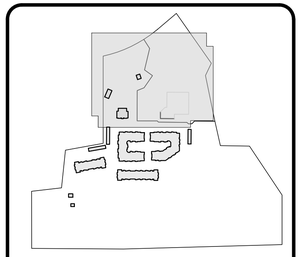

KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

COMMONWEALTH OF MASSACHUSETTS
PHILIP I. CORDEIRO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:
WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 60' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | PGM/JPS | CHECKED BY: | PLC |

PREPARED BY:

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civil engineering ◆ land surveying
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www.allenmajor.com
10 MAIN STREET
LAKEVILLE, MA 02347
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DRAWING TITLE:
OVERALL LAYOUT
& MATERIALS PLAN

SHEET No.
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MATCHLINE A-A

MAIN STREET
(ROUTE 117)
(PUBLIC – VARIABLE WIDTH)

5' BIT. CONC. SIDEWALK

PROPOSED PROPERTY LINE

5' CONC. SIDEWALK, TYP.

SUBSURFACE SEPTIC LEACHING FIELD (TYP.)

EXISTING SITE DRIVEWAY TO BE RESURFACED

SUBSURFACE SEPTIC TANKS (TYP.)

PR. MONUMENT SIGN

PROPOSED LOT 1
AREA=289,805± SF
(6.65± AC.)

LOT 2 FROM
PLAN BOOK 482, PLAN 76
AREA=1,698,928± SF
(39.00 AC.)

25' WETLAND BUFFER

DETENTION BASIN

MAINTENANCE BUILDING

OFFICE BUILDING

CLUBHOUSE

POOL

MAIL CENTER

TRANSFORMER PAD WITH BOLLARDS, TYP.

6' WIDE CROSSWALK, TYP.

GREAT BROOK

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BEFORE YOU DIG
CALL 811 OR
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1-888-344-7233

SEE SHEET C-103

SEE SHEET C-104

SEE SHEET C-104

GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

COMMONWEALTH OF MASSACHUSETTS
PHILIP L. CORDEIRO
CIVIL
NO. 47683
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
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91 HARTWELL AVENUE, 3RD FLOOR
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PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

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| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
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| DESIGNED BY: | PGM/JPS | CHECKED BY: | PLC |

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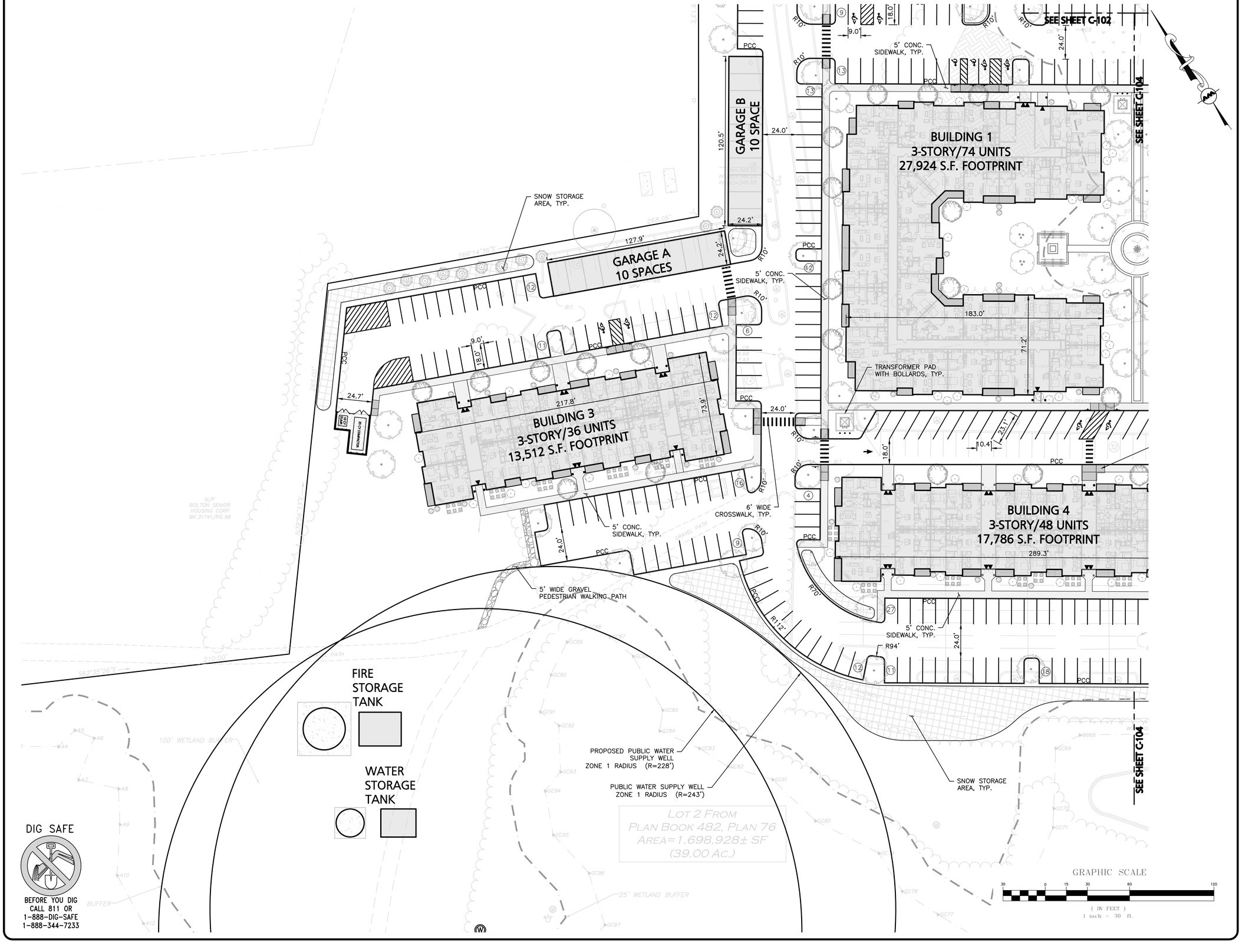


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**MAY 4, 2021**

PHILIP L CORDEIRO CIVIL NO. 47083 REGISTERED PROFESSIONAL ENGINEER COMMONWEALTH OF MASSACHUSETTS

PROFESSIONAL ENGINEER FOR ALLEN & MAJOR ASSOCIATES, INC.

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DRAWING TITLE: LAYOUT & MATERIALS PLAN

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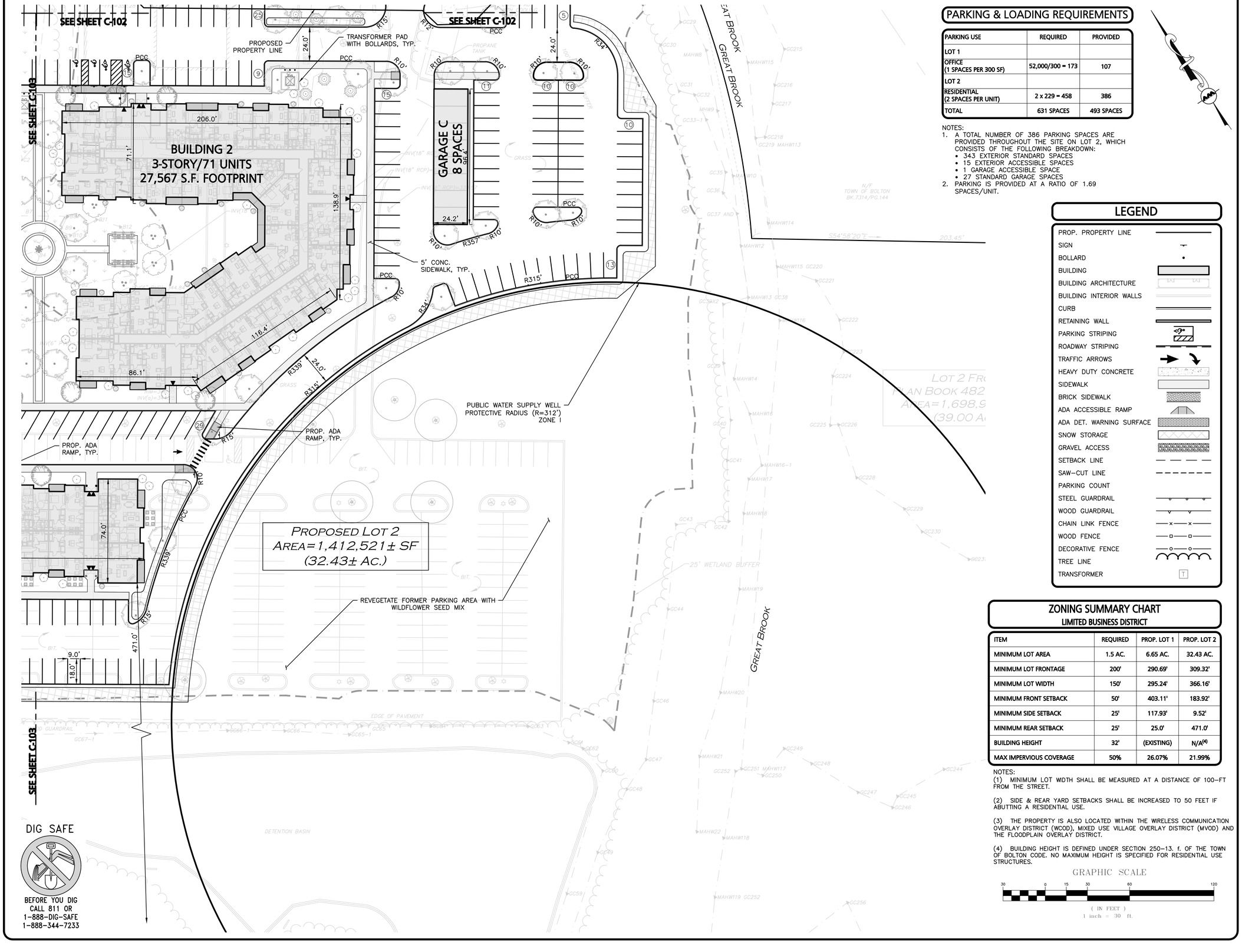


## PARKING & LOADING REQUIREMENTS

| PARKING USE | REQUIRED | PROVIDED |
|---|---|---|
| LOT 1 | | |
| OFFICE (1 SPACES PER 300 SF) | 52,000/300 = 173 | 107 |
| LOT 2 | | |
| RESIDENTIAL (2 SPACES PER UNIT) | 2 x 229 = 458 | 386 |
| TOTAL | 631 SPACES | 493 SPACES |

NOTES:
1. A TOTAL NUMBER OF 386 PARKING SPACES ARE PROVIDED THROUGHOUT THE SITE ON LOT 2, WHICH CONSISTS OF THE FOLLOWING BREAKDOWN:
   - 343 EXTERIOR STANDARD SPACES
   - 15 EXTERIOR ACCESSIBLE SPACES
   - 1 GARAGE ACCESSIBLE SPACE
   - 27 STANDARD GARAGE SPACES
2. PARKING IS PROVIDED AT A RATIO OF 1.69 SPACES/UNIT.

## LEGEND

- PROP. PROPERTY LINE
- SIGN
- BOLLARD
- BUILDING
- BUILDING ARCHITECTURE
- BUILDING INTERIOR WALLS
- CURB
- RETAINING WALL
- PARKING STRIPING
- ROADWAY STRIPING
- TRAFFIC ARROWS
- HEAVY DUTY CONCRETE
- SIDEWALK
- BRICK SIDEWALK
- ADA ACCESSIBLE RAMP
- ADA DET. WARNING SURFACE
- SNOW STORAGE
- GRAVEL ACCESS
- SETBACK LINE
- SAW-CUT LINE
- PARKING COUNT
- STEEL GUARDRAIL
- WOOD GUARDRAIL
- CHAIN LINK FENCE
- WOOD FENCE
- DECORATIVE FENCE
- TREE LINE
- TRANSFORMER (T)

## ZONING SUMMARY CHART
### LIMITED BUSINESS DISTRICT

| ITEM | REQUIRED | PROP. LOT 1 | PROP. LOT 2 |
|---|---|---|---|
| MINIMUM LOT AREA | 1.5 AC. | 6.65 AC. | 32.43 AC. |
| MINIMUM LOT FRONTAGE | 200' | 290.69' | 309.32' |
| MINIMUM LOT WIDTH | 150' | 295.24' | 366.16' |
| MINIMUM FRONT SETBACK | 50' | 403.11' | 183.92' |
| MINIMUM SIDE SETBACK | 25' | 117.93' | 9.52' |
| MINIMUM REAR SETBACK | 25' | 25.0' | 471.0' |
| BUILDING HEIGHT | 32' | (EXISTING) | N/A(4) |
| MAX IMPERVIOUS COVERAGE | 50% | 26.07% | 21.99% |

NOTES:
(1) MINIMUM LOT WIDTH SHALL BE MEASURED AT A DISTANCE OF 100-FT FROM THE STREET.

(2) SIDE & REAR YARD SETBACKS SHALL BE INCREASED TO 50 FEET IF ABUTTING A RESIDENTIAL USE.

(3) THE PROPERTY IS ALSO LOCATED WITHIN THE WIRELESS COMMUNICATION OVERLAY DISTRICT (WCOD), MIXED USE VILLAGE OVERLAY DISTRICT (MVOD) AND THE FLOODPLAIN OVERLAY DISTRICT.

(4) BUILDING HEIGHT IS DEFINED UNDER SECTION 250-13. f. OF THE TOWN OF BOLTON CODE. NO MAXIMUM HEIGHT IS SPECIFIED FOR RESIDENTIAL USE STRUCTURES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

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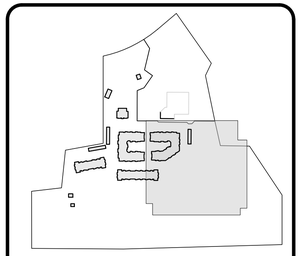
1-888-344-7233

M:\PROJECTS\1670-15\CIVIL\DRAWINGS\CURRENT\C-1670-15_LAYOUT & MATERIALS.DWG



KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

COMMONWEALTH OF MASSACHUSETTS
PHILIP L. CORDEIRO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:
WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 30' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | PGM/JPS | CHECKED BY: | PLC |

PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
10 MAIN STREET
LAKEVILLE, MA 02347
TEL: (508) 923-1010
FAX: (508) 923-6309
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH



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DRAWING TITLE:
LAYOUT & MATERIALS PLAN

SHEET No.
C-104


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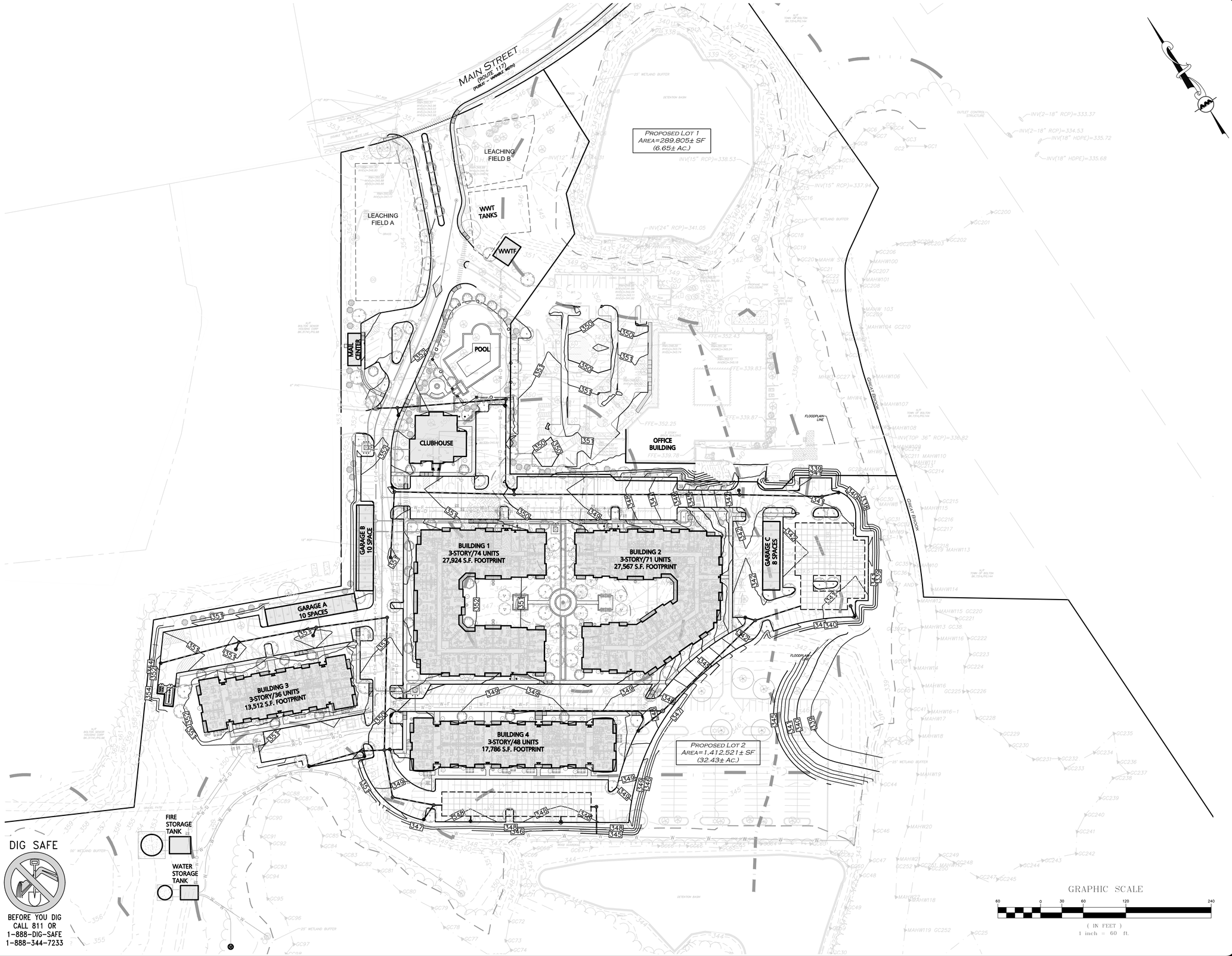


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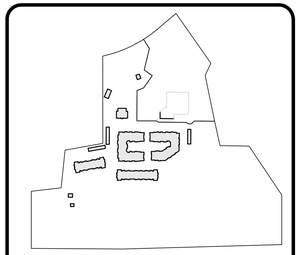

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**MAY 4, 2021**

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PHILIP L. CORDEIRO
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PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:
WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 60' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | PGM | CHECKED BY: | PLC |

PREPARED BY:
ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying
environmental consulting ◆ landscape architecture
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FAX: (508) 923-6309

WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

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DRAWING TITLE:
GRADING & DRAINAGE
OVERVIEW PLAN

SHEET No.
C-105

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MATCHLINE A-A

MAIN STREET
(ROUTE 117)
(PUBLIC – VARIABLE WIDTH)

PROPOSED LOT 1
AREA=289,805± SF
(6.65± AC.)

LEACHING FIELD A

LEACHING FIELD B

WWT TANKS

WWTF

DETENTION BASIN

25' WETLAND BUFFER

MAINTENANCE BUILDING

MAIL CENTER

POOL

CLUBHOUSE
FFE=352.0

OFFICE BUILDING
2 STORY BRICK BUILDING

PROPANE TANK ENCLOSURE

CONC. PAD WITH HVAC UNITS

PDMH 1
R=351.17

PDMH 2
R=346.48

ECB 1A
R=350.92

PCB 1B
R=350.97

PCB 2A
R=349.98

PCB 3A
R=350.89

PCB 4A
R=349.75

FLOODPLAIN LINE

GREAT BROOK

SEE SHEET C-107

SEE SHEET C-108

SEE SHEET C-108

GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

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KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

PHILIP L. CORDEIRO
CIVIL
NO. 47083
COMMONWEALTH OF MASSACHUSETTS
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:
WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 30' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | PGM | CHECKED BY: | PLC |

PREPARED BY:
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civil engineering ◆ land surveying
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DRAWING TITLE:
GRADING & DRAINAGE PLAN

SHEET No.
C-106

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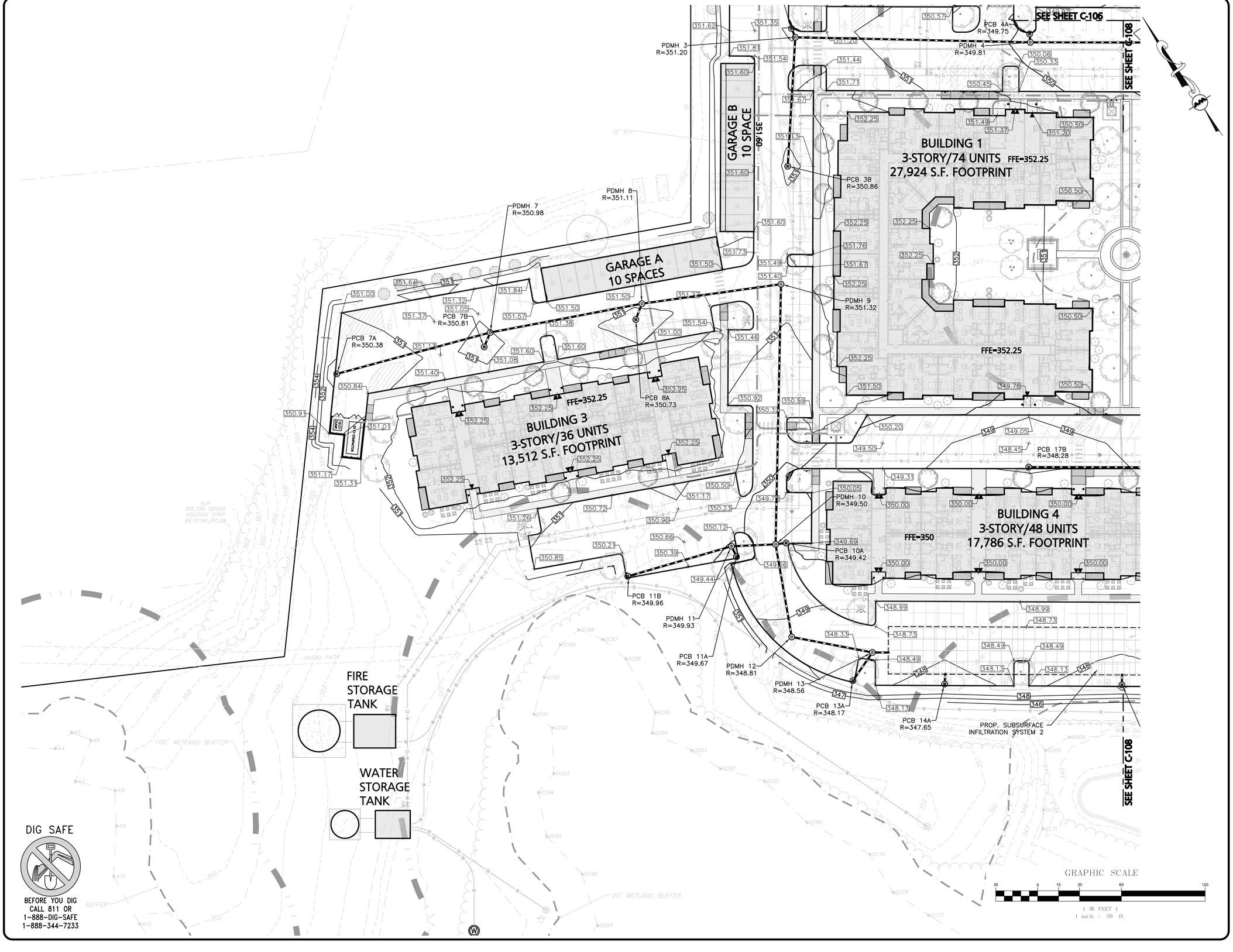


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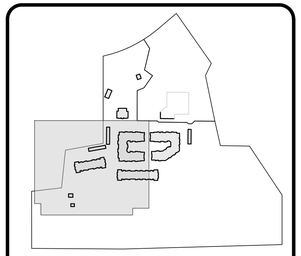

KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

COMMONWEALTH OF MASSACHUSETTS
PHILIP L. CORDERO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:
WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 30' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | PGM | CHECKED BY: | PLC |

PREPARED BY:

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environmental consulting ◆ landscape architecture
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| DRAWING TITLE: | SHEET No. |
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| GRADING & DRAINAGE PLAN | C-107 |

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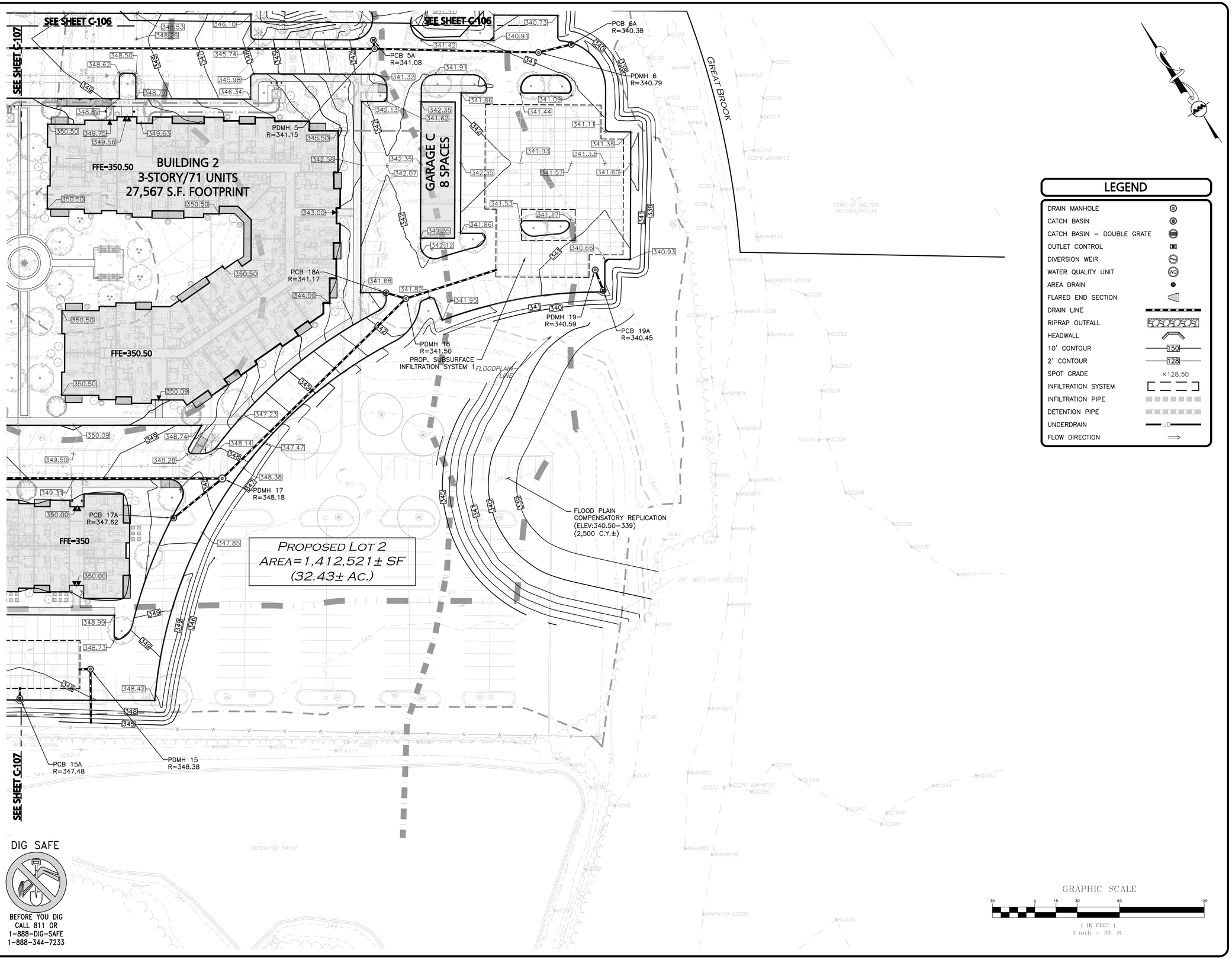


## LEGEND

- DRAIN MANHOLE
- CATCH BASIN
- CATCH BASIN – DOUBLE GRATE
- OUTLET CONTROL
- DIVERSION WEIR
- WATER QUALITY UNIT (WQ)
- AREA DRAIN
- FLARED END SECTION
- DRAIN LINE
- RIPRAP OUTFALL
- HEADWALL
- 10' CONTOUR (150)
- 2' CONTOUR (128)
- SPOT GRADE (×128.50)
- INFILTRATION SYSTEM
- INFILTRATION PIPE
- DETENTION PIPE
- UNDERDRAIN (UD)
- FLOW DIRECTION

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1-888-344-7233

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

PHILIP L. CORDEIRO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER
COMMONWEALTH OF MASSACHUSETTS

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:

WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:

ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 30' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | PGM | CHECKED BY: | PLC |

PREPARED BY:

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civil engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
10 MAIN STREET
LAKEVILLE, MA 02347
TEL: (508) 923-1010
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DRAWING TITLE:
GRADING & DRAINAGE PLAN

SHEET No.
C-108

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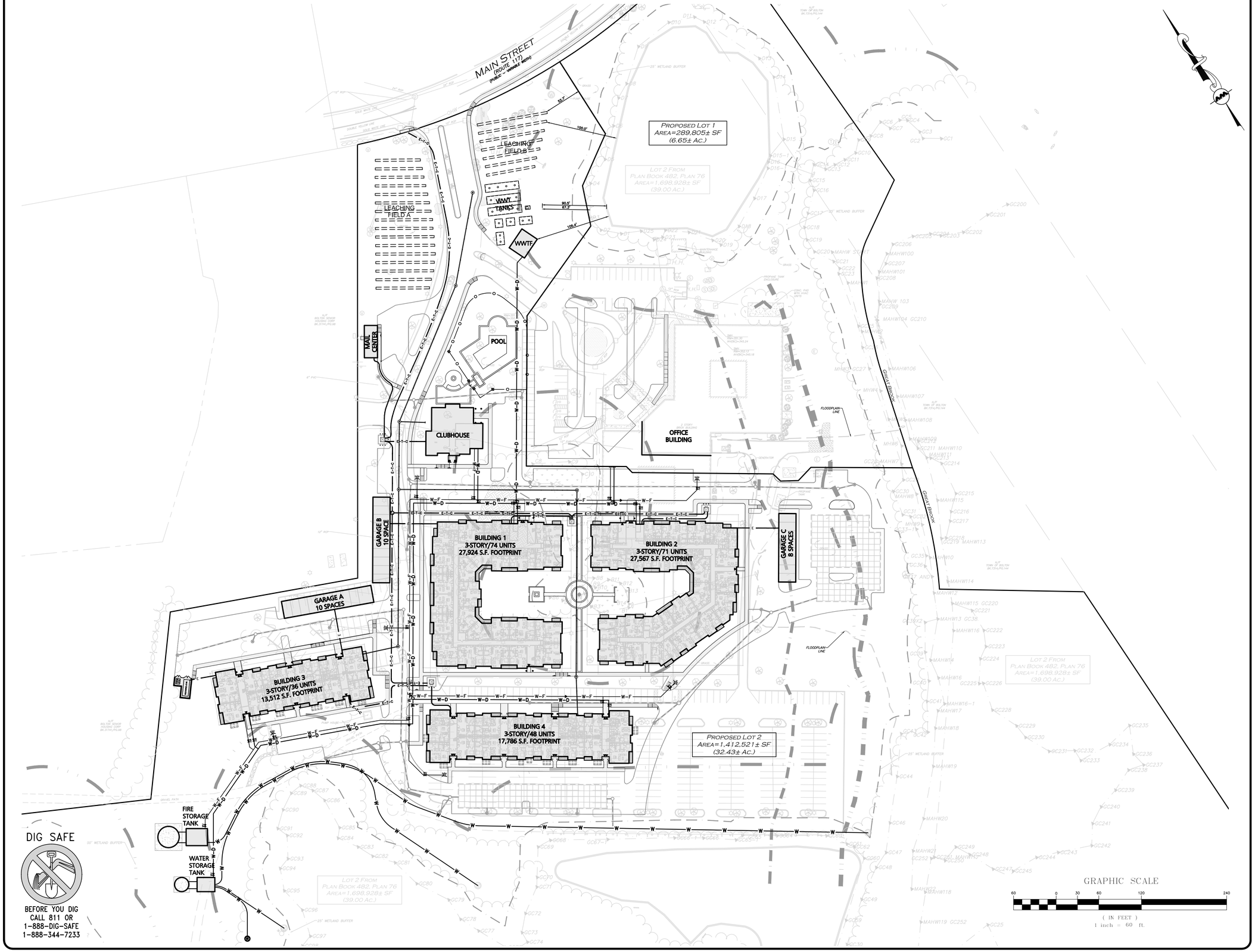


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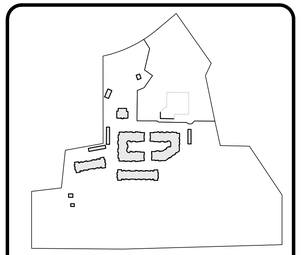

KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

COMMONWEALTH OF MASSACHUSETTS
PHILIP L. CORDEIRO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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|---|---|---|

APPLICANT\OWNER:
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91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
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| DESIGNED BY: | | CHECKED BY: | PLC |

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DRAWING TITLE:
UTILITIES PLAN

SHEET No.
C-109

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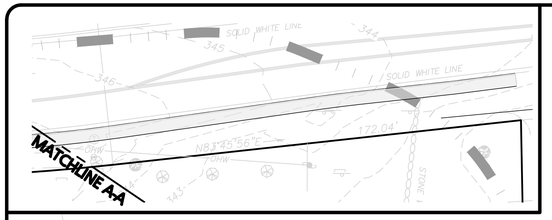


MATCHLINE A-A

MAIN STREET
(ROUTE 117)
(PUBLIC – VARIABLE WIDTH)

PROPOSED LOT 1
AREA=289,805± SF
(6.65± AC.)

LOT 2 FROM
PLAN BOOK 482, PLAN 76
AREA=1,698,928± SF
(39.00 AC.)

LEACHING FIELD A

LEACHING FIELD B

WWT TANKS

WWTF

SEWER MANHOLE, TYP.

52.7'

100.0'

25.1'

90.5'

67.3'

105.4'

25.9'

50.9'

PROP. UNDERGROUND CONDUITS, TYP.

MAIL CENTER

POOL

PROP. 8" SEWER MAIN, TYP.

PROP. 6" SEWER

CLUBHOUSE

8" WATER LINE (FIRE), TYP.

PROP. HYDRANT, TYP.

4" WATER LINE (DOMESTIC), TYP.

4" WATER LINE (DOMESTIC), COORD. WITH PROPERTY OWNER

8" WATER LINE (FIRE), COORD. WITH PROPERTY OWNER

OFFICE BUILDING

PROP. HYDRANT, TYP.

25' WETLAND BUFFER

DETENTION BASIN

350' WIDE NEW ENGLAND POWER COMPANY EASEMENT

GREAT BROOK

FLOODPLAIN LINE

SEE SHEET C-111

SEE SHEET C-112

SEE SHEET C-112

DIG SAFE

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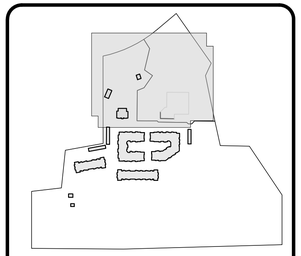
1-888-344-7233

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

M:\PROJECTS\1670-15\CIVIL\DRAWINGS\CURRENT\C-1670-15_UTILITIES.DWG



KEYSHEET

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**MAY 4, 2021**

COMMONWEALTH OF MASSACHUSETTS
PHILIP L. CORDEIRO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
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| | | |

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DRAWING TITLE:

UTILITIES PLAN

SHEET No.

C-110

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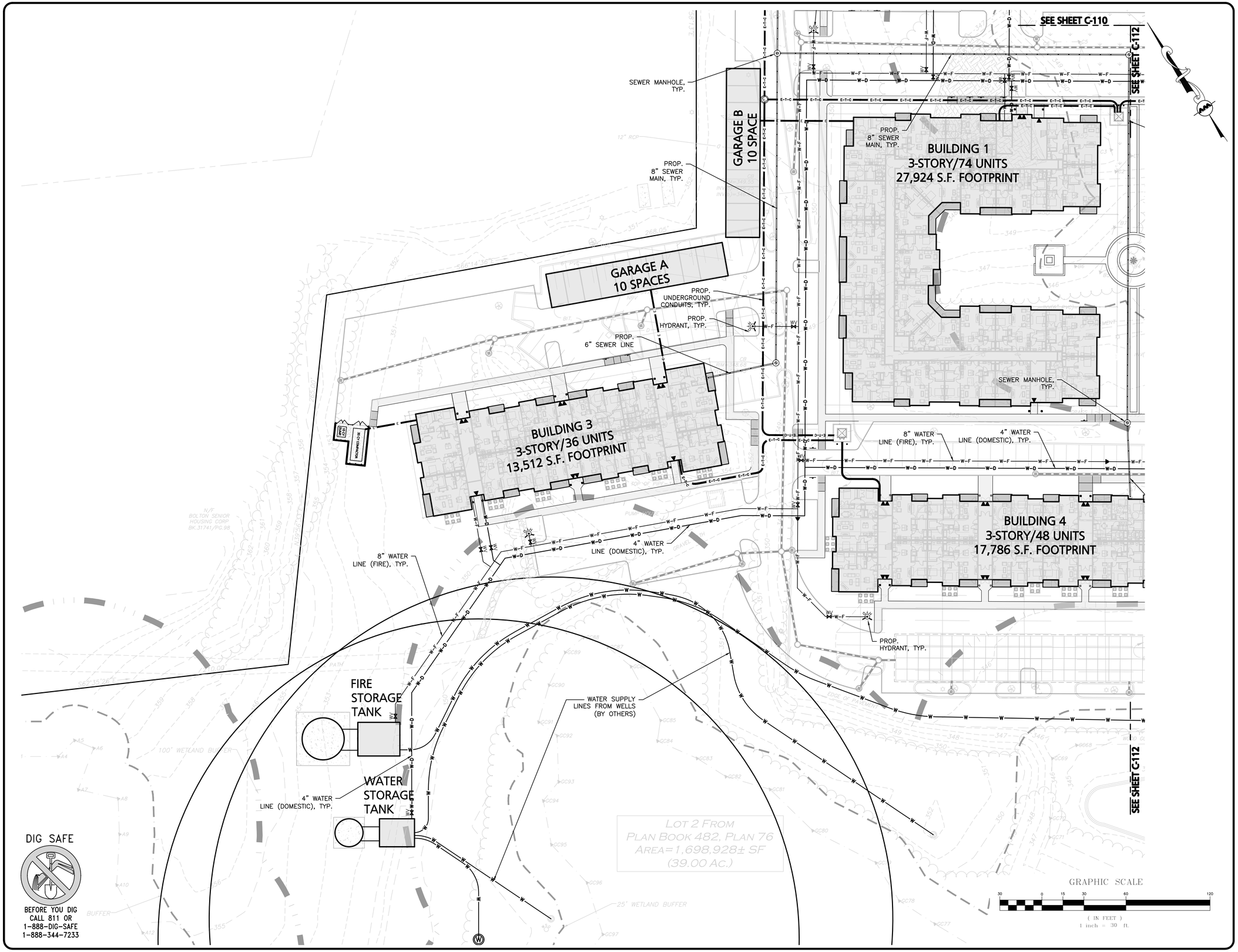


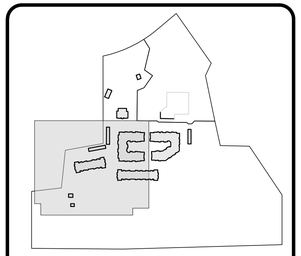

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PHILIP L. CORDEIRO
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NO. 47083
REGISTERED PROFESSIONAL ENGINEER

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:
WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:
ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 30' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | | CHECKED BY: | PLC |

PREPARED BY:
ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
10 MAIN STREET
LAKEVILLE, MA 02347
TEL: (508) 923-1010
FAX: (508) 923-6309
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

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DRAWING TITLE: UTILITIES PLAN

SHEET No. C-111

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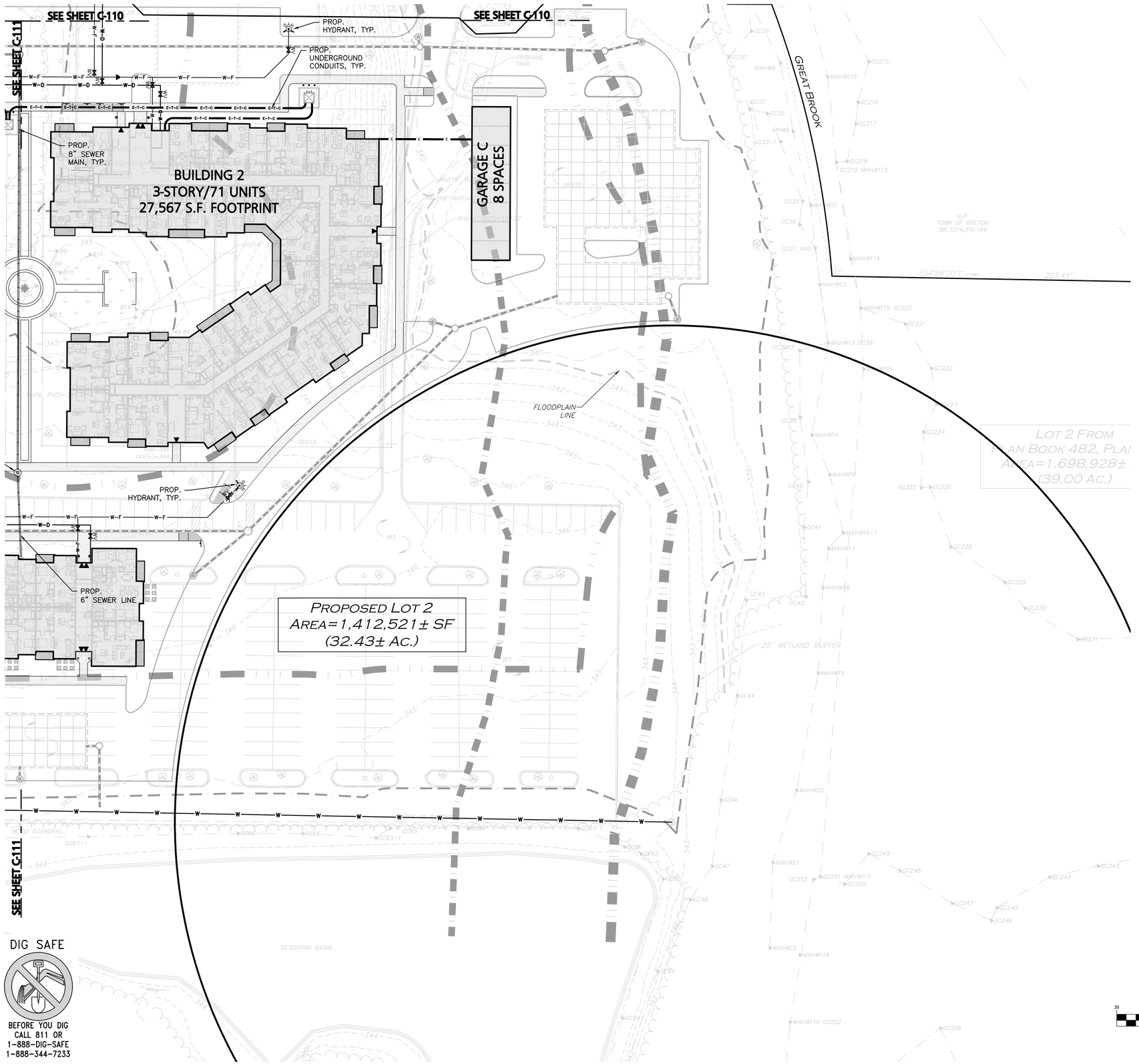
M:\PROJECTS\1670-15\CIVIL\DRAWINGS\CURRENT\C-1670-15_UTILITIES.DWG




## LEGEND

| | |
|---|---|
| SEWER MANHOLE | S |
| SEWER CLEANOUT | C |
| SEWER VENT | V |
| SEWER LINE | |
| SEWER FORCEMAIN | FM |
| CONCRETE PIPE ENCASEMENT | |
| WATER LINE | W |
| WATER (FIRE SERVICE) | W-F |
| WATER (DOMESTIC SERVICE) | W-D |
| WATER VALVE | WV |
| HYDRANT | |
| WATER LINE REDUCER | |
| GAS LINE | GAS |
| GAS VALVE | GV |
| SEPTIC/HOLDING TANK | |
| GREASE TRAP | |
| LIGHT FIXTURE | |
| OVER HEAD WIRE | OHW |
| UTILILTY POLE | |
| ELECTRIC MANHOLE/SPLICE BOX | E |
| SWITCHING STATION | S |
| HAND HOLE | HH |
| ELECTRICAL CONDUIT | E E |
| LIGHTING CONDUIT | L L |
| IRRIGATION SLEEVE | |
| ELEC/TELE/CABLE CONDUIT | E-T-C |
| TELE/CABLE CONDUIT | T-C T-C |
| TELE/FIRE CONDUIT | T-F T-F |

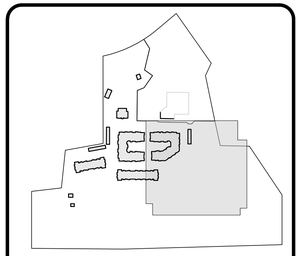
GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

DIG SAFE

BEFORE YOU DIG
CALL 811 OR
1-888-DIG-SAFE
1-888-344-7233



KEYSHEET

**ISSUED FOR PROJECT ELIGIBILITY REVIEW**
**MAY 4, 2021**

PHILIP L. CORDEIRO
CIVIL
NO. 47083
REGISTERED PROFESSIONAL ENGINEER
COMMONWEALTH OF MASSACHUSETTS

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

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

APPLICANT\OWNER:

WP EAST AQUISITIONS, LLC.
91 HARTWELL AVENUE, 3RD FLOOR
LEXINGTON, MA 02421

PROJECT:

ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 1670-15 | DATE: | 05-04-2021 |
| SCALE: | 1" = 30' | DWG. NAME: | C1670-15 |
| DESIGNED BY: | | CHECKED BY: | PLC |

PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil engineering ◆ land surveying
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10 MAIN STREET
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DRAWING TITLE: UTILITIES PLAN

SHEET No. C-112

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M:\PROJECTS\1670-15\CIVIL\DRAWINGS\CURRENT\C-1670-15_UTILITIES.DWG

# National Flood Hazard Layer FIRMette

FEMA

71°36'15"W 42°26'N

71°35'37"W 42°25'33"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

*Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020*

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

**OTHER AREAS**
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

**GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/4/2021 at 11:36 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

## CONCEPT PLANT SCHEDULE

CLUMP TREES
BIRCH, KATSURA, FRINGE TREE
BETULA NIGRA / RIVER BIRCH MULTI-TRUNK

EVERGREEN TREES (B&B 6-7' HGT.)
PICEA ABIES / NORWAY SPRUCE
PICEA GLAUCA / WHITE SPRUCE
PINUS STROBUS / WHITE PINE

FLOWERING TREES (B&B 3" CAL.)
CORNUS FLORIDA / EASTERN DOGWOOD
PRUNUS CERASIFERA 'THUNDERCLOUD' / THUNDERCLOUD PLUM
PRUNUS SERRULATA 'KWANZAN' / FLOWERING CHERRY
PYRUS CALLERYANA 'CHANTICLEER' / CHANTICLEER PEAR
SYRINGA RETICULATA / JAPANESE TREE LILAC

PYRIMIDAL EVERGREENS (B&B 5-6' HGT.)
15' O.C.
THUJA PLICATA 'GREEN GIANT' / WESTERN RED CEDAR

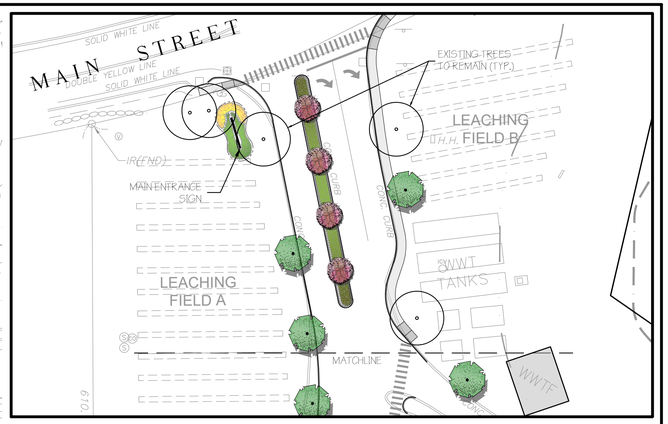
STREET TREES (B&B 3" CAL.)
30' O.C.
ACER RUBRUM 'RED SUNSET' / RED SUNSET MAPLE
FRAXINUS PENNSYLVANICA / GREEN ASH
GLEDITSIA TRIACANTHOS INERMIS / THORNLESS COMMON HONEYLOCUST
TILIA CORDATA / LITTLELEAF LINDEN

DECIDUOUS SHRUB (LARGE) - 4-5' HGT.
AMELANCHIER ALNIFOLIA / SERVICEBERRY
HIBISCUS SYRIACUS / ROSE OF SHARON
SYRINGA VULGARIS / COMMON LILAC

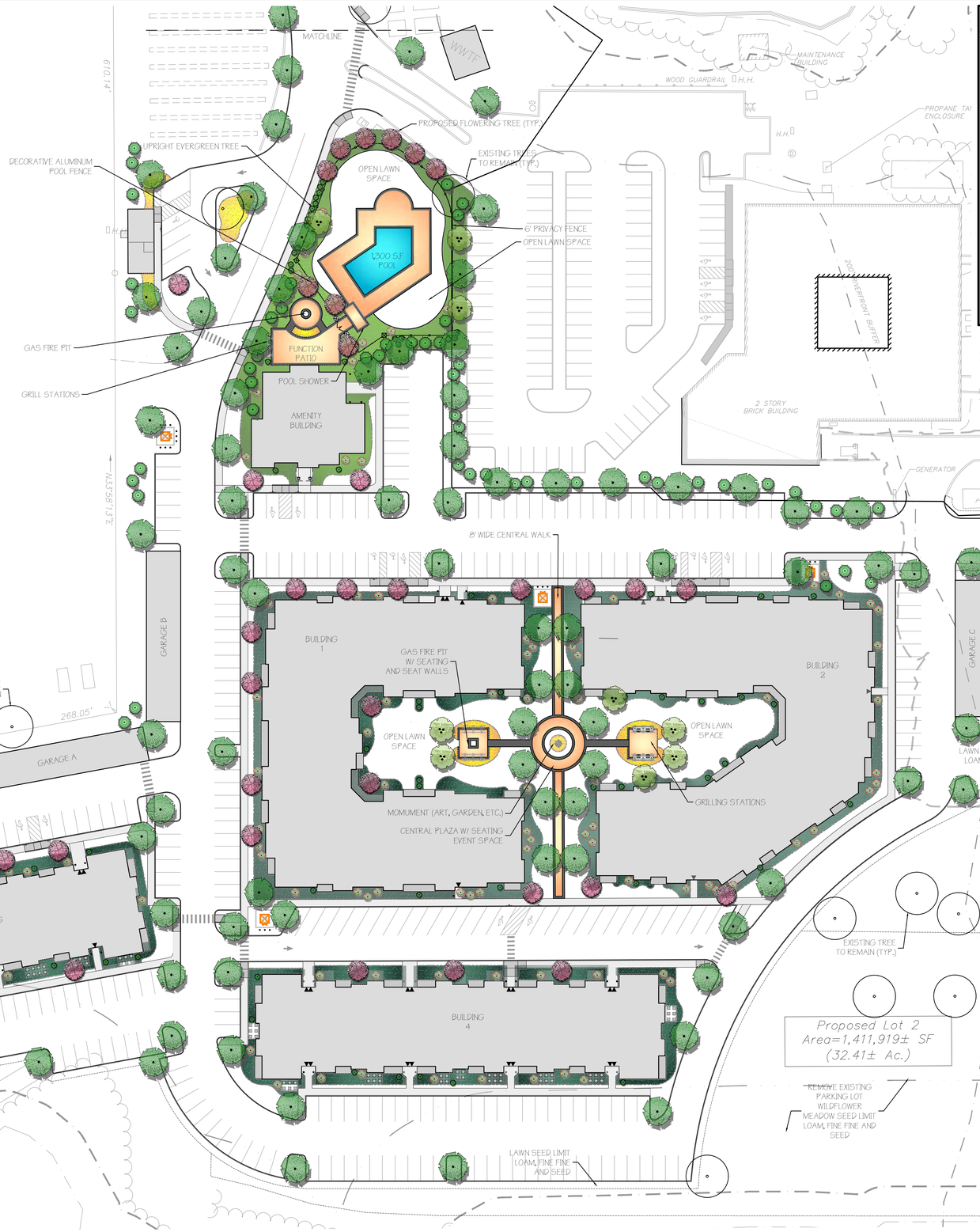
ASSORTED PERENNIALS (1 GAL.)
ASSORTED PERENNIALS

FOUNDATION PLANTINGS (B&B 2.5-3' HGT.)
ILEX CRENATA 'GREEN LUSTRE' / GREEN LUSTER JAPANESE HOLLY
ILEX GLABRA 'SHAMROCK' / INKBERRY
PIERIS JAPONICA 'DOROTHY WYCOFF' / DOROTHY WYCOFF LILY OF THE VALLEY SHRUB
PIERIS JAPONICA 'MOUNTAIN FIRE' / MOUNTAIN FIRE PIERIS
RHODODENDRON X 'LEE'S DARK PURPLE' / LEE'S DARK PURPLE
RHODODENDRON X 'SCINTILLATION' / SCINTILLATION RHODODENDRON

LOW SHRUBS (3 GAL. 18-24" HGT.)
AZALEA X 'BLAAUW'S PINK' / BLAAUW'S PINK AZALEA
AZALEA X 'DELAWARE VALLEY WHITE' / VALLEY WHITE AZALEA
COTONEASTER APPRESSUS 'TOM THUMB' / EARLY COTONEASTER
EUONYMUS FORTUNEI / WINTERCREEPER
HYPERICUM X "HIDCOTE" / HIDCOTE ST. JOHN'S WORT
JUNIPERUS CHINENSIS 'SARGENTII' / SARGANT JUNIPER
LEUCOTHOE FONTANESIANA / DROOPING LEUCOTHOE
SPIRAEA X BUMALDA 'LITTLE PRINCESS' / LITTLE PRINCESS SPIREA
WEIGELA FLORIDA "MY MONET" / MY MONET WEIGELA




MAIN ENTRANCE LANDSCAPE PLAN
1" = 40'




# *LANDSCAPE PLAN*

ALTA NASHOBA VALLEY
580 MAIN STREET
BOLTON, MASSACHUSETTS

PREPARED FOR:
WOOD PARTNERS
91 HARTWELL AVENUE
LEXINGTON, MA 02421

APRIL 30, 2021
SCALE: 1"=40'
JOB No. 21-122


GRADY CONSULTING, L.L.C.
*Civil Engineers, Land Surveyors & Landscape Architects*
*71 Evergreen Street, Suite 1, Kingston, MA 02364*
*Phone (781) 585-2300 Fax (781) 585-2378*


COURTYARD CONCEPT

GROUP 2 UNIT

AFFORDABLE UNIT

OVERALL 1ST FLOOR PLAN - 27,924 GSF - BUILDING 1

1 SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31988
LANDHAM
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| REVISIONS | | |
|---|---|---|
| # | Description | Date: |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 2021041
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 1ST FLOOR PLAN - BUILDING 1

A1.01

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OVERALL 2ND FLOOR PLAN - 27,924 GSF - BUILDING 1

1 SCALE: 1/8" = 1'-0"

GROUP 2 UNIT

AFFORDABLE UNIT

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203S
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31988
LICENSED
ARCHITECT
COMMONWEALTH OF MASSACHUSETTS

5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| REVISIONS | | |
|---|---|---|
| # | Description | Date |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 2021041
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 2ND FLOOR PLAN - BUILDING 1

A1.02

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OVERALL 3RD FLOOR PLAN - 27,924 GSF - BUILDING 1

1 SCALE: 1/8" = 1'-0"

GROUP 2 UNIT

AFFORDABLE UNIT

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203S
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT JOHN L. WAGNER NO. 31980 COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| REVISIONS | | |
|---|---|---|
| # | Description | Date |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 202104
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 3RD FLOOR PLAN - BUILDING 1

A1.03

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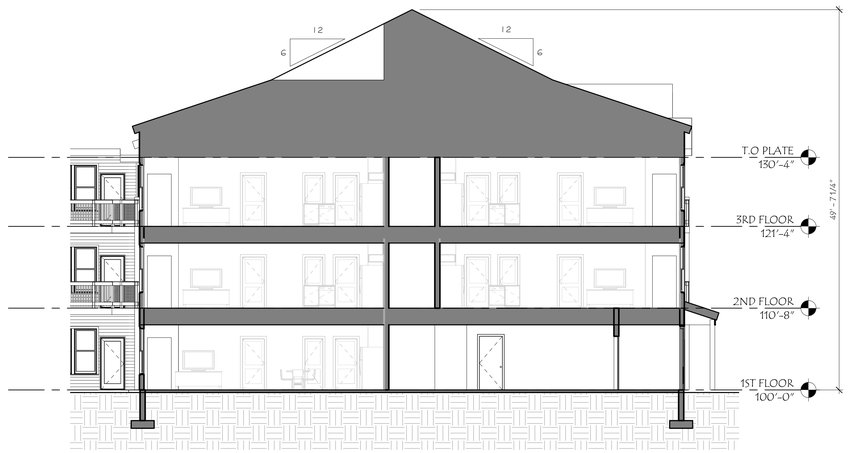


2 TYPICAL BUILDING SECTION

SCALE: 1/8" = 1'-0"

1 OVERALL WEST ELEVATION

SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31900
LOWELL
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS

5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| REVISIONS | | |
|---|---|---|
| # | Description | Date |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 2021041
SCHEMATIC DESIGN
Date: 05/04/21

Title: EXT. ELEVATION & BUILDING SECTION - BUILDING 1

A2.00

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GROUP 2 UNIT

AFFORDABLE UNIT

OVERALL 1ST FLOOR PLAN - 27,567 GSF - BUILDING 2

1 SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603-501-0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31988
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| REVISIONS | | |
|---|---|---|
| # | Description | Date |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 2021041
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 1ST FLOOR PLAN - BUILDING 2

A1.01

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5/5/2021 11:07:48 AM

OVERALL 2ND FLOOR PLAN - 27,567 GSF - BUILDING 2

1 SCALE: 1/8" = 1'-0"

GROUP 2 UNIT

AFFORDABLE UNIT


MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302


REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31988
LUNENBURG
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

REVISIONS

| # | Description | Date |
|---|---|---|

| | |
|---|---|
| Scale: | 1/8" = 1'-0" |
| Drawn By: | JJN |
| Checked By: | ALW |
| Project No.: | 2021041 |
| SCHEMATIC DESIGN Date: | 05/04/21 |

Title: OVERALL 2ND FLOOR PLAN - BUILDING 2

A1.02


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OVERALL 3RD FLOOR PLAN - 27,567 GSF - BUILDING 2

1 SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOSHUA L. WAGNER
NO. 31988
LANDSCAPE
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

REVISIONS

| # | Description | Date |
|---|---|---|

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 20210141
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 3RD FLOOR PLAN - BUILDING 2

A1.03

5/5/2021 11:08:10 AM

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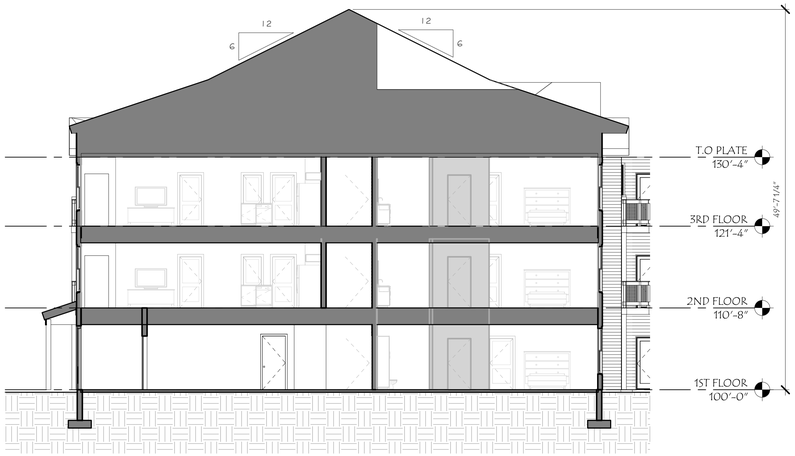


2 TYPICAL BUILDING SECTION

SCALE: 1/8" = 1'-0"

1 TYPICAL EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31900
LANDHAM
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

REVISIONS

| # | Description | Date |
|---|---|---|

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 20210141
SCHEMATIC DESIGN
Date: 05/04/21

Title: EXT. ELEVATION & BUILDING SECTION - BUILDING 2

A2.00

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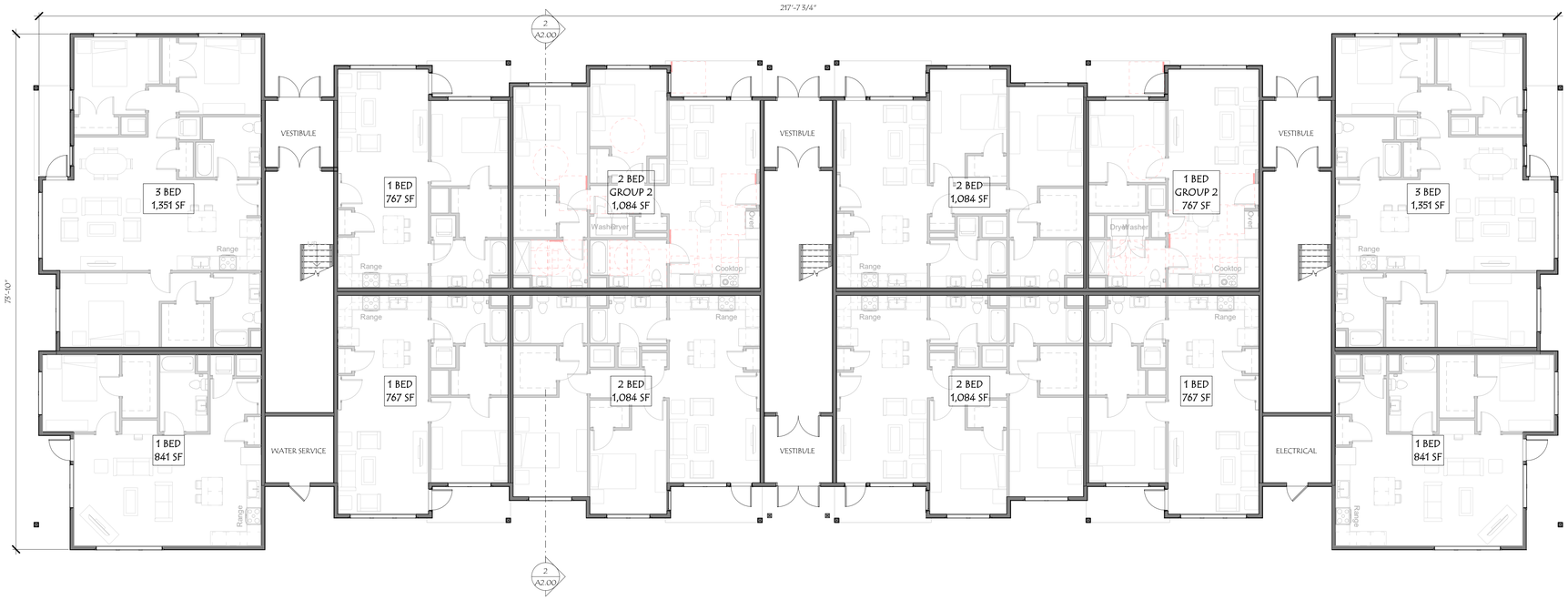


OVERALL 1ST FLOOR PLAN - 13,512 GSF - BUILDING 3

1 SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31988
LAWRENCE
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| # | REVISIONS | Date |
|---|---|---|
| | Description | |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 20211041
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 1ST FLOOR PLAN - BUILDING 3

A1.01

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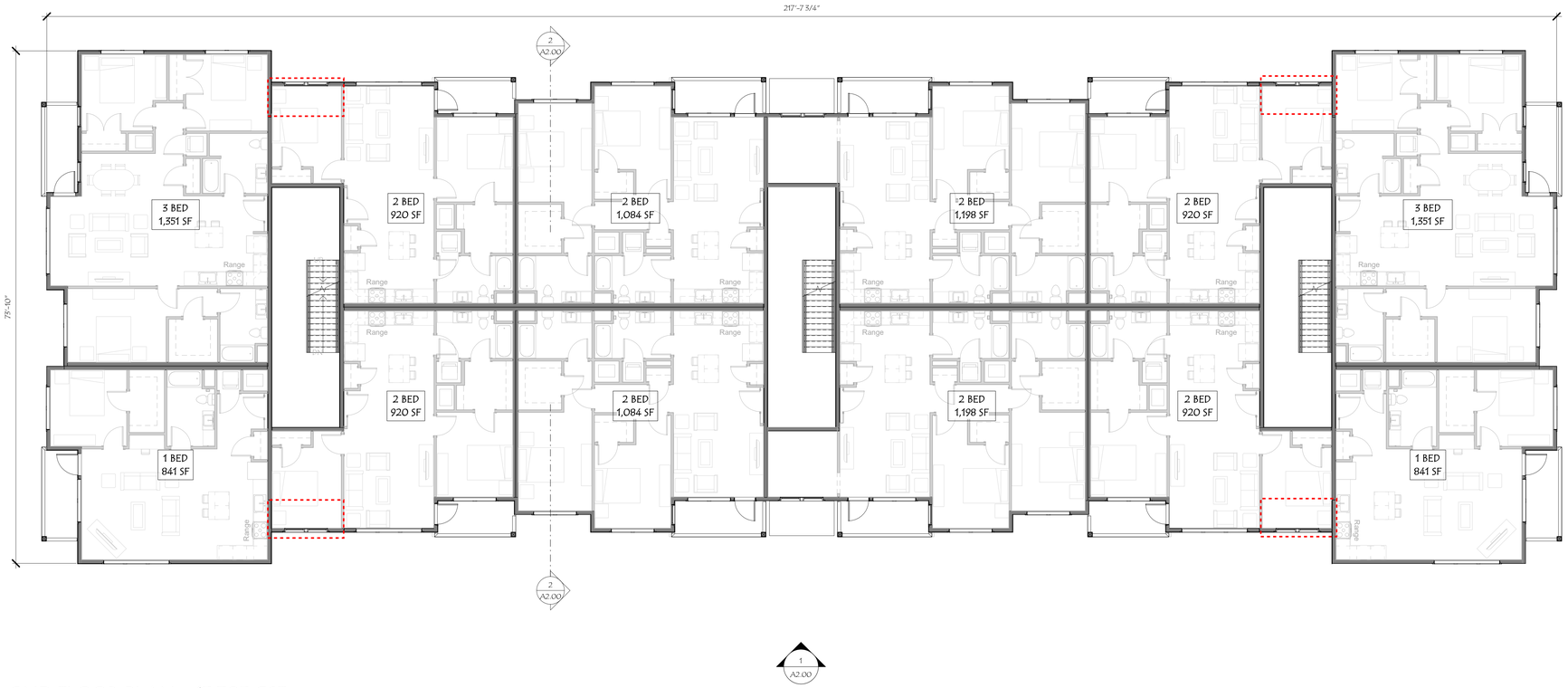
5/11/2021 5:12:18 PM




OVERALL 2ND FLOOR PLAN - 13,703 GSF - BUILDING 3

1 SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
ADAM L. WAGNER
NO. 31988
LYNNFIELD
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS
5/13/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| REVISIONS | | |
|---|---|---|
| # | Description | Date |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 20210641
SCHEMATIC DESIGN
Date: 05/13/21

Title: OVERALL 2ND FLOOR PLAN - BUILDING 3

A1.02

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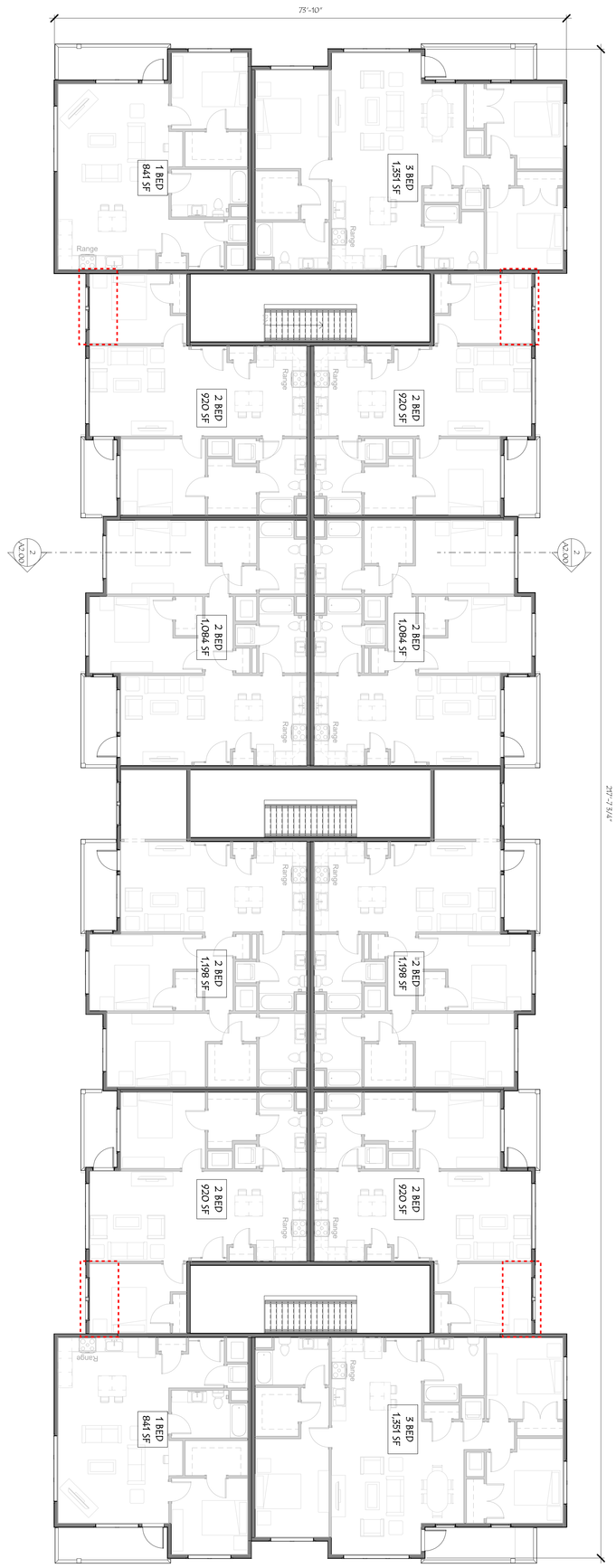
5/19/2021 5:12:18 PM

# OVERALL 3RD FLOOR PLAN - 13,703 GSF - BUILDING 3

1 SCALE: 1/8" = 1'-0"




| | | | | |
|---|---|---|---|---|
| Title: OVERALL 3RD FLOOR PLAN - BUILDING 3 | Scale: 1/8" = 1'-0" | REVISIONS # Description Date | ALTA NASHOBA VALLEY | MARKET SQUARE ARCHITECTS |
| A1.03 | Drawn By: JJN | | 580 MAIN STREET, BOLTON, MA. | 104 Congress St., STE 203 Portsmouth, NH 03801 PH: 603.501.0202 |
| | Checked By: ALW | | | |
| | Project No.: 2021041 | | | |
| | SCHEMATIC DESIGN | | | |
| | Date: 05/13/21 | | | |

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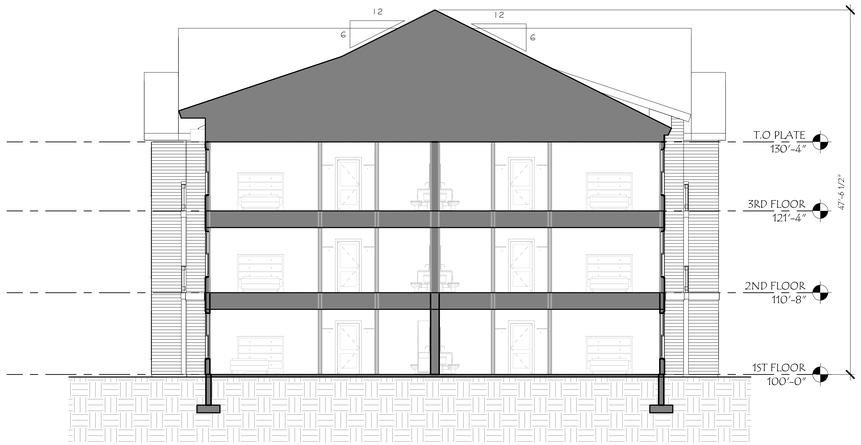


2 TYPICAL BUILDING SECTION

SCALE: 1/8" = 1'-0"

1 TYPICAL BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portsmouth, NH 03801
PH: 603.501.0302

REGISTERED ARCHITECT
JOHN L. WAGNER
NO. 31900
LANDSCAPE
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS

5/13/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| # | Description | Date |
|---|---|---|

REVISIONS

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 20211041
SCHEMATIC DESIGN
Date: 05/13/21

Title: EXT. ELEVATION & BUILDING SECTION - BUILDING 3

A2.00

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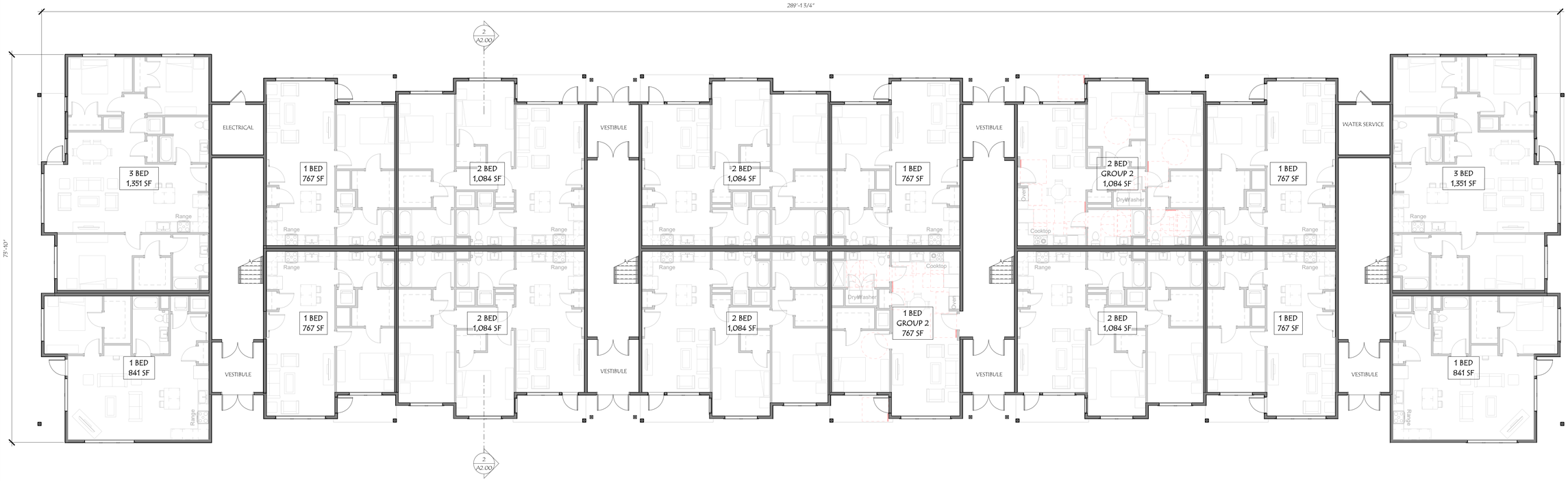
5/11/2021 5:12:57 PM




OVERALL 1ST FLOOR PLAN - 17,786 GSF -
BUILDING 4

1

SCALE: 1/8" = 1'-0"

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JOHN L. WAGNER
NO. 31988
LANDSCAPE
MASSACHUSETTS
COMMONWEALTH OF MASSACHUSETTS
5/5/21

# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA

| REVISIONS | | |
|---|---|---|
| # | Description | Date |

Scale: 1/8" = 1'-0"
Drawn By: JJN
Checked By: ALW
Project No.: 20211041
SCHEMATIC DESIGN
Date: 05/04/21

Title: OVERALL 1ST FLOOR PLAN - BUILDING 4

A1.01

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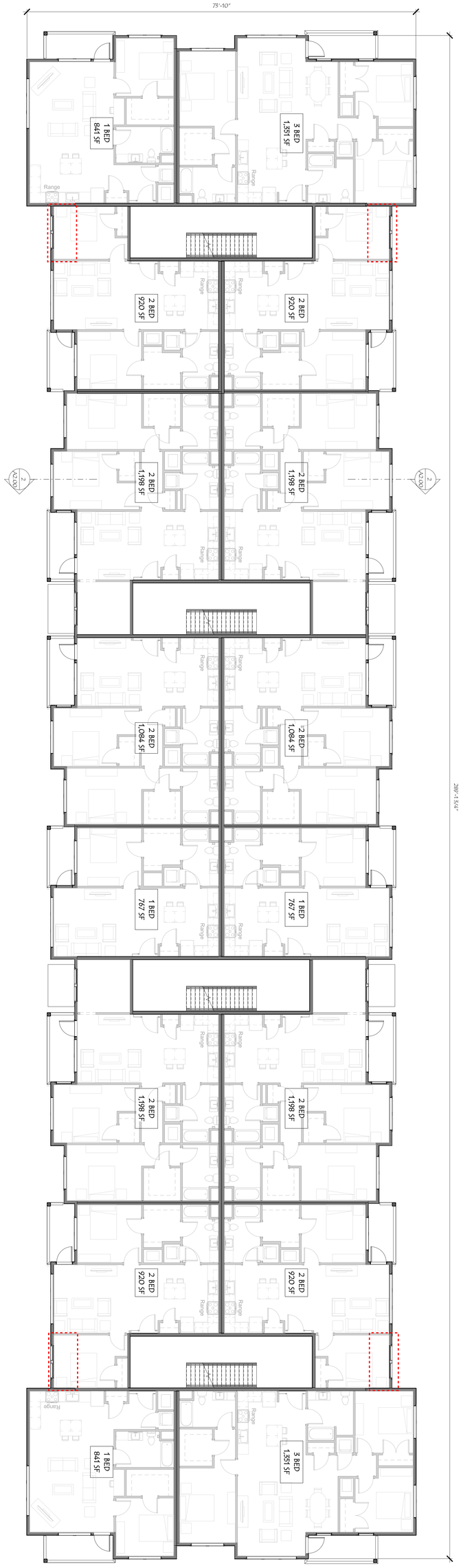
# OVERALL 2ND FLOOR PLAN - 17,947 GSF - BUILDING 4

1 SCALE: 1/8" = 1'-0"

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|---|---|---|---|
| Title: OVERALL 2ND FLOOR PLAN - BUILDING 4 | Scale: 1/8" = 1'-0" | REVISIONS # Description Date | ALTA NASHOBA VALLEY |
| A1.02 | Drawn By: JJN | | 580 MAIN STREET, BOLTON, MA |
| | Checked By: ALW | | |
| | Project No.: 2021041 | | |
| | SCHEMATIC DESIGN | | |
| | Date: 05/04/21 | | |

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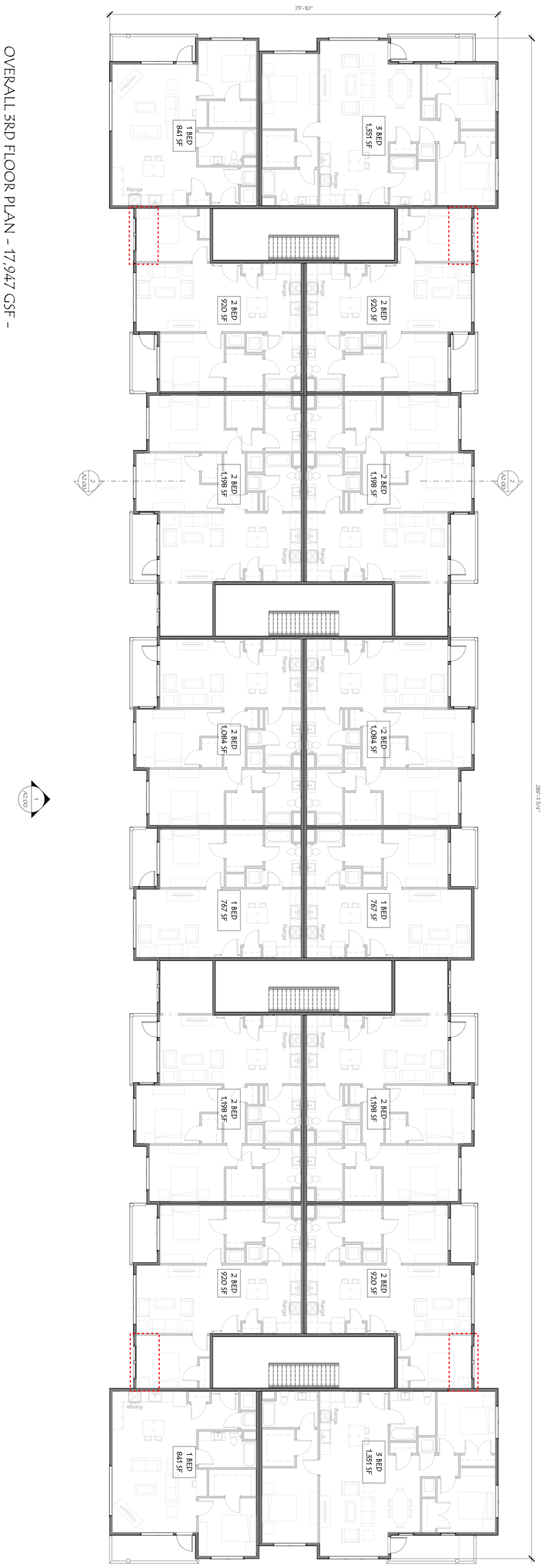
# OVERALL 3RD FLOOR PLAN - 17,947 GSF - BUILDING 4

1 SCALE: 1/8" = 1'-0"




| | | | | | |
|---|---|---|---|---|---|
| Title: OVERALL 3RD FLOOR PLAN - BUILDING 4 | Scale: | 1/8" = 1'-0" | REVISIONS | | |
| | Drawn By: | JJN | # | Description | Date |
| | Checked By: | ALW | | | |
| A1.03 | Project No.: | 2021041 | | | |
| | SCHEMATIC DESIGN | | | | |
| | Date: | 05/04/21 | | | |

ALTA NASHOBA VALLEY

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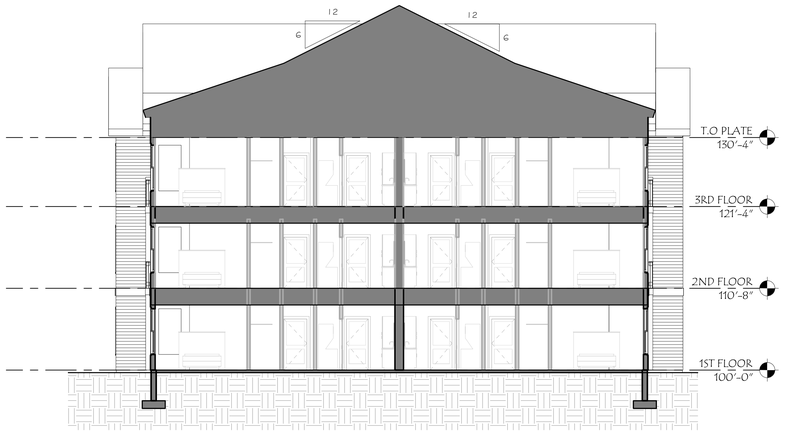


2 TYPICAL BUILDING SECTION

SCALE: 1/8" = 1'-0"

1 TYPICAL BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

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LANDSCAPE
MASSACHUSETTS
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# ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA

| # | REVISIONS Description | Date |
|---|---|---|

Scale: 1/8" = 1'-0"
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Title: EXT. ELEVATION & BUILDING SECTION - BUILDING 4

A2.00

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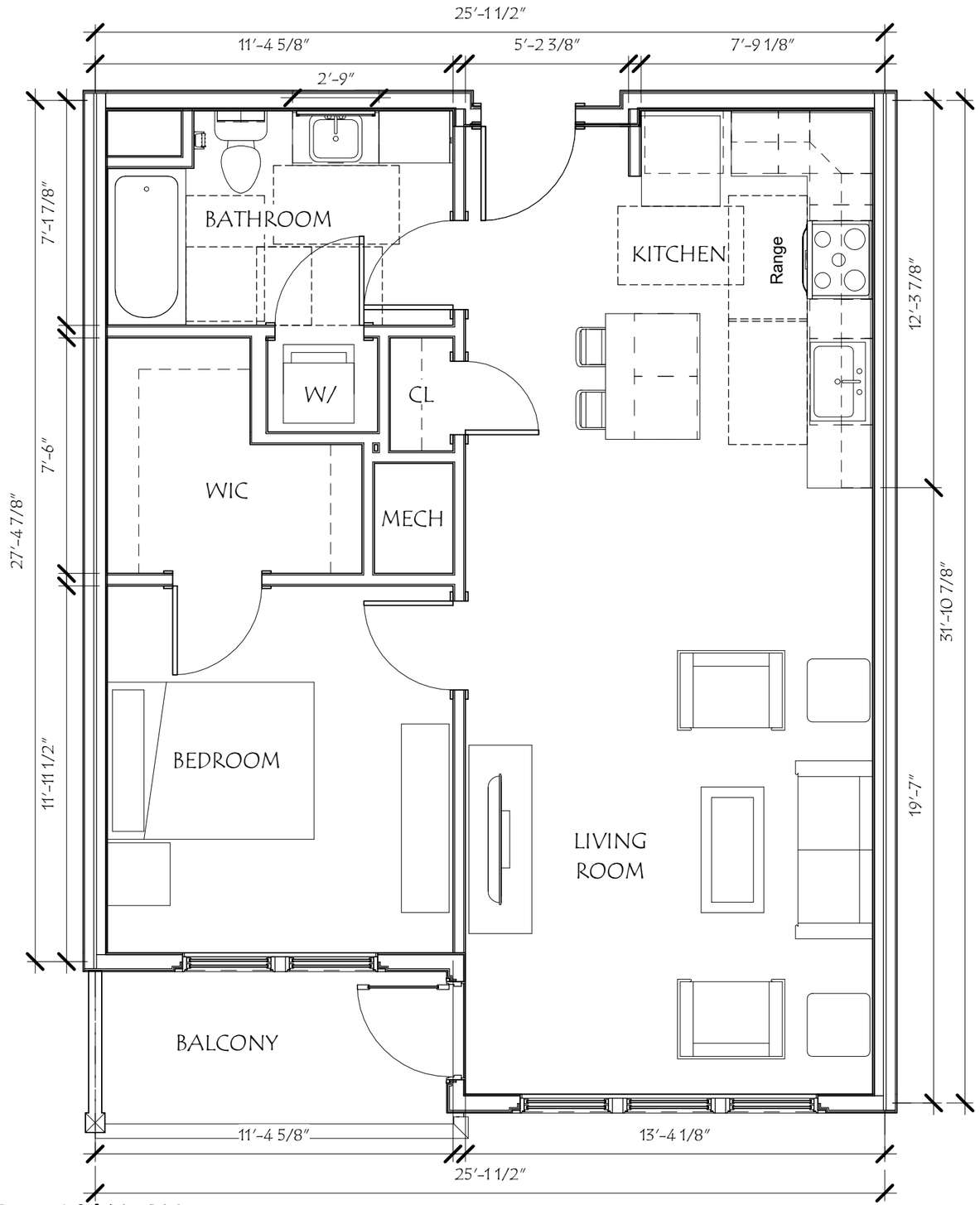


1 BED - 765 SF

1 SCALE: 1/4" = 1'-0"

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| Revisions: # | Description | Date |
|---|---|---|
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|---|---|
| SCALE: | 1/4" = 1'-0" |
| DRAWN BY: | JJN |
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| PROJECT NO.: | 2021041 |
| DATE: | 05/04/21 |

TITLE: ENLARGED UNIT PLAN - 1 BED

A4.10

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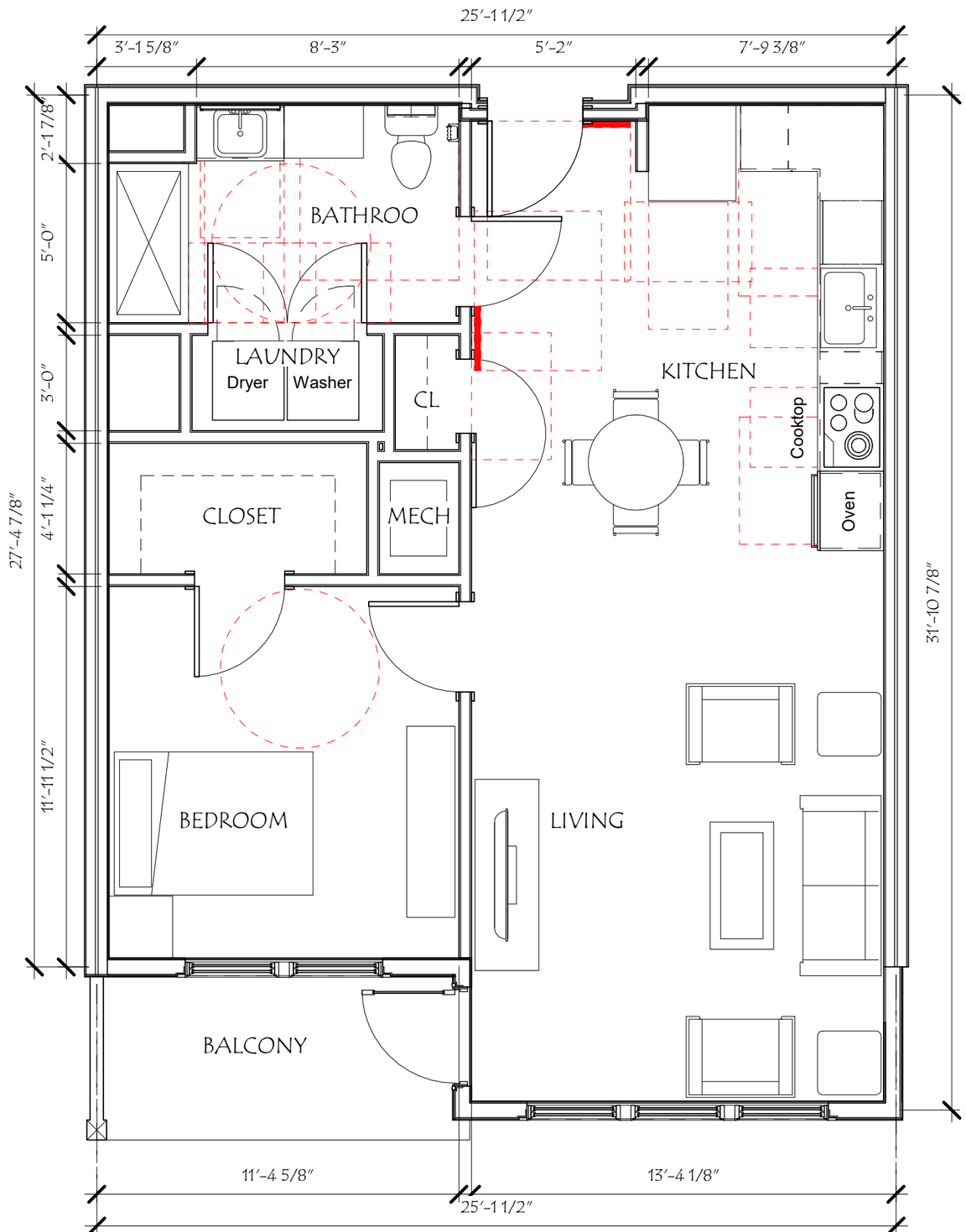


1

# 1 BED GROUP 2 - 765 SF

SCALE: 1/4" = 1'-0"

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ALTA NASHOBA VALLEY

580 MAIN STREET, BOLTON, MA.

| Revisions: # | Description | Date |
|---|---|---|
| | | |

SCALE: 1/4" = 1'-0"
DRAWN BY: JJN
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PROJECT NO.: 2021041
DATE: 05/04/21

TITLE: ENLARGED UNIT PLAN - 1 BED GROUP 2

A4.11

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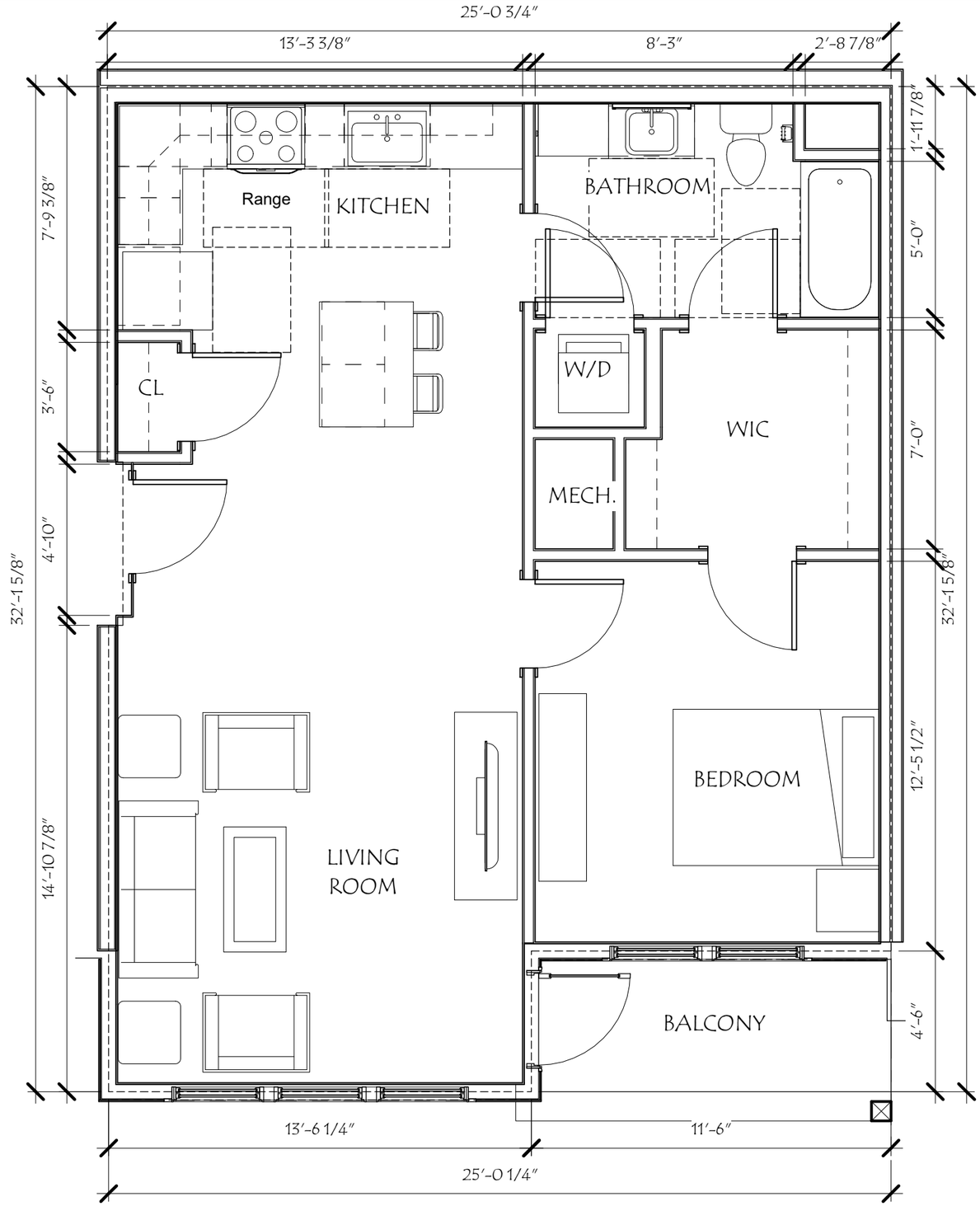


# 1 BED - 767 SF

1 SCALE: 1/4" = 1'-0"

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ALTA NASHOBA VALLEY

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| Revisions: # | Description | Date |
|---|---|---|
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SCALE: 1/4" = 1'-0"
DRAWN BY: JJN
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PROJECT NO.: 2021041
DATE: 05/04/21

TITLE: ENLARGED UNIT PLAN - 1 BED

A4.12

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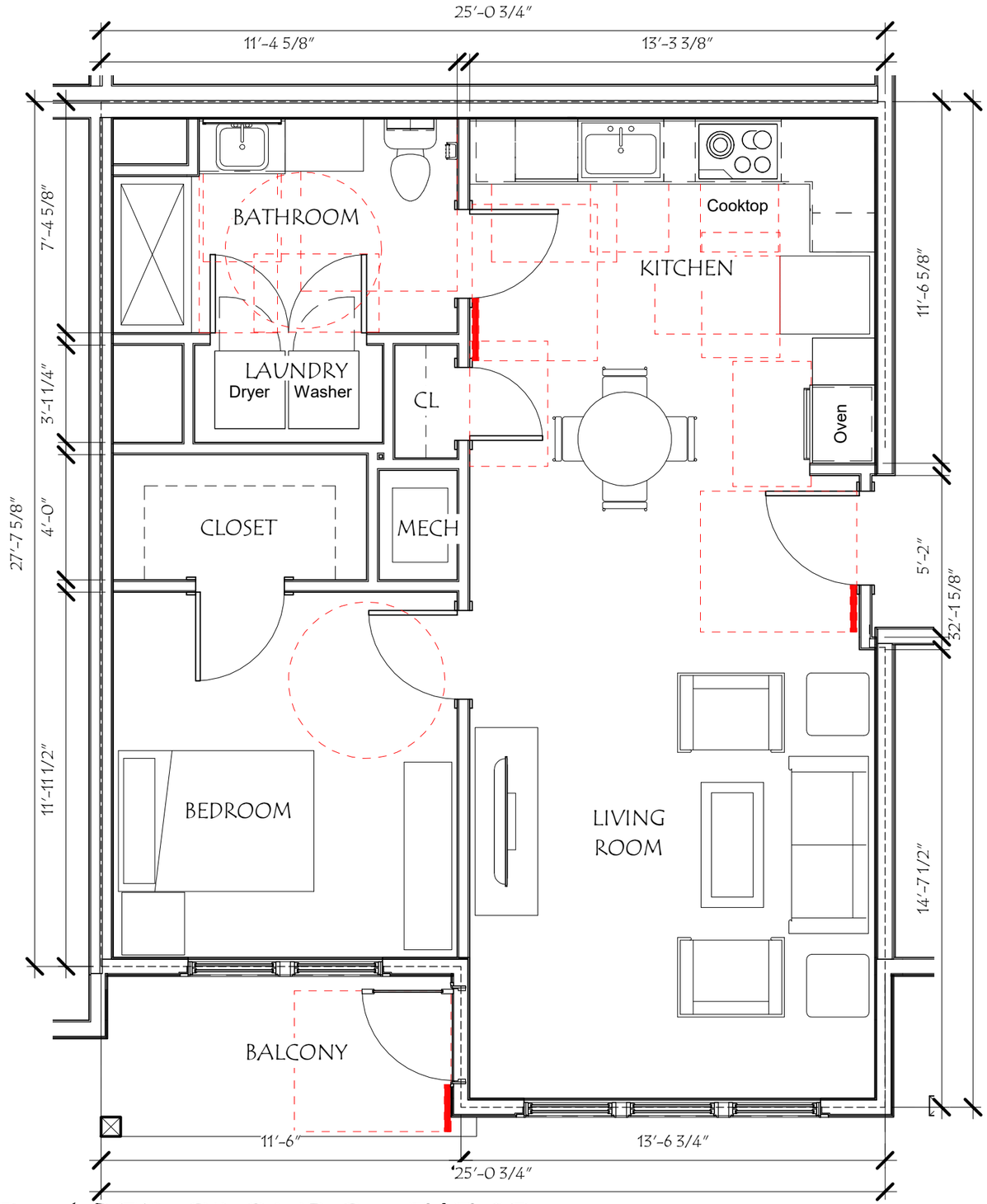


1 BED GROUP 2 - 767 SF

1 SCALE: 1/4" = 1'-0"

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|---|---|---|
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SCALE: 1/4" = 1'-0"
DRAWN BY: JJN
CHECKED BY: ALW
PROJECT NO.: 2021041
DATE: 05/04/21

TITLE: ENLARGED UNIT PLAN - 1 BED GROUP 2

A4.13

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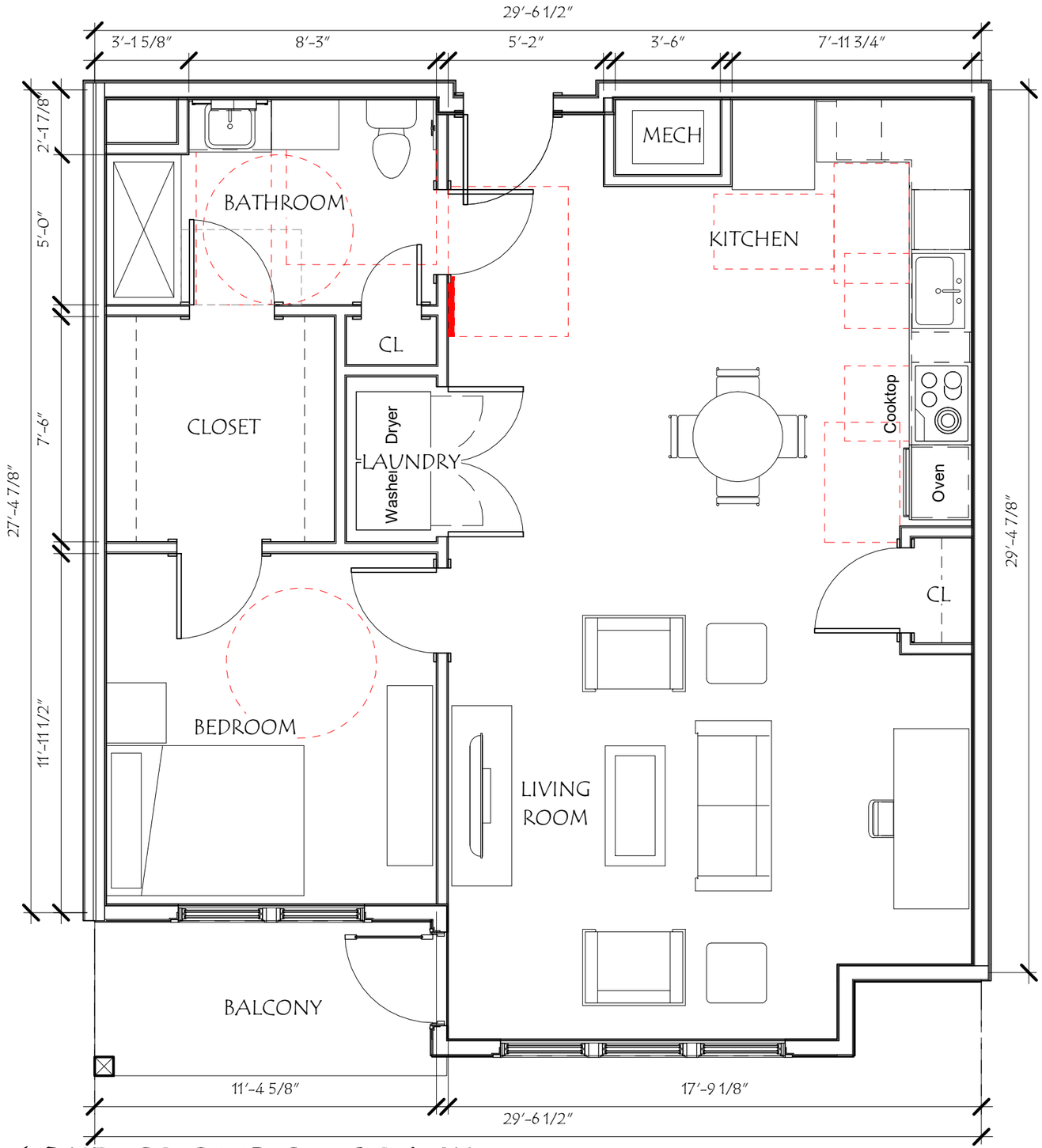


# 1 BED GROUP 2 - 904 SF

1 SCALE: 1/4" = 1'-0"

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ALTA NASHOBA VALLEY

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| Revisions: # | Description | Date |
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|---|---|
| SCALE: | 1/4" = 1'-0" |
| DRAWN BY: | JJN |
| CHECKED BY: | ALW |
| PROJECT NO.: | 2021041 |
| DATE: | 05/04/21 |

TITLE: ENLARGED UNIT PLAN - 1 BED GROUP 2

A4.14

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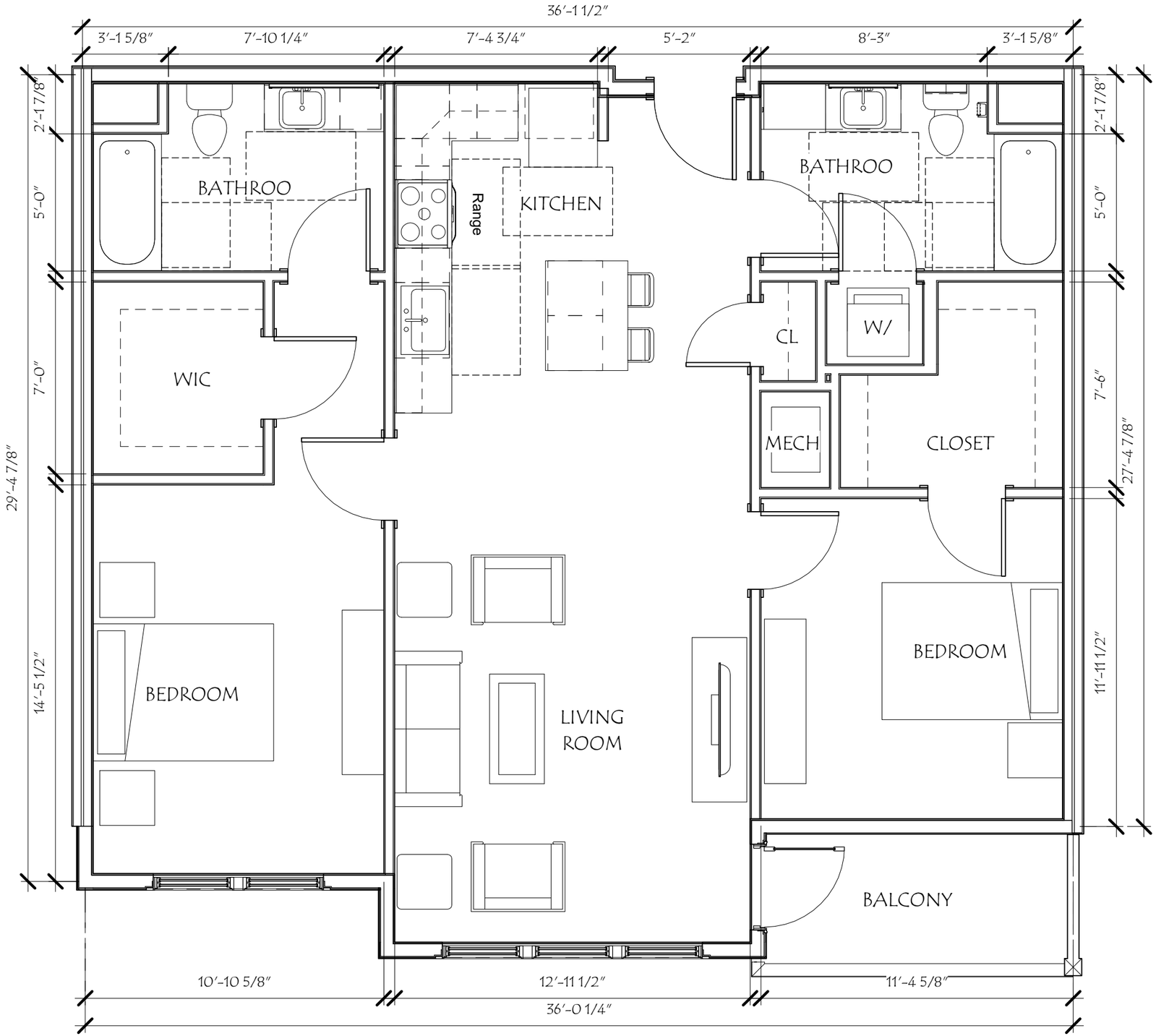


1

# 2 BED - 1,095 SF

SCALE: 1/4" = 1'-0"

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SCALE: 1/4" = 1'-0"
DRAWN BY: JJN
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PROJECT NO.: 2021041
DATE: 05/04/21

TITLE: ENLARGED UNIT PLAN - 2 BED

A4.15

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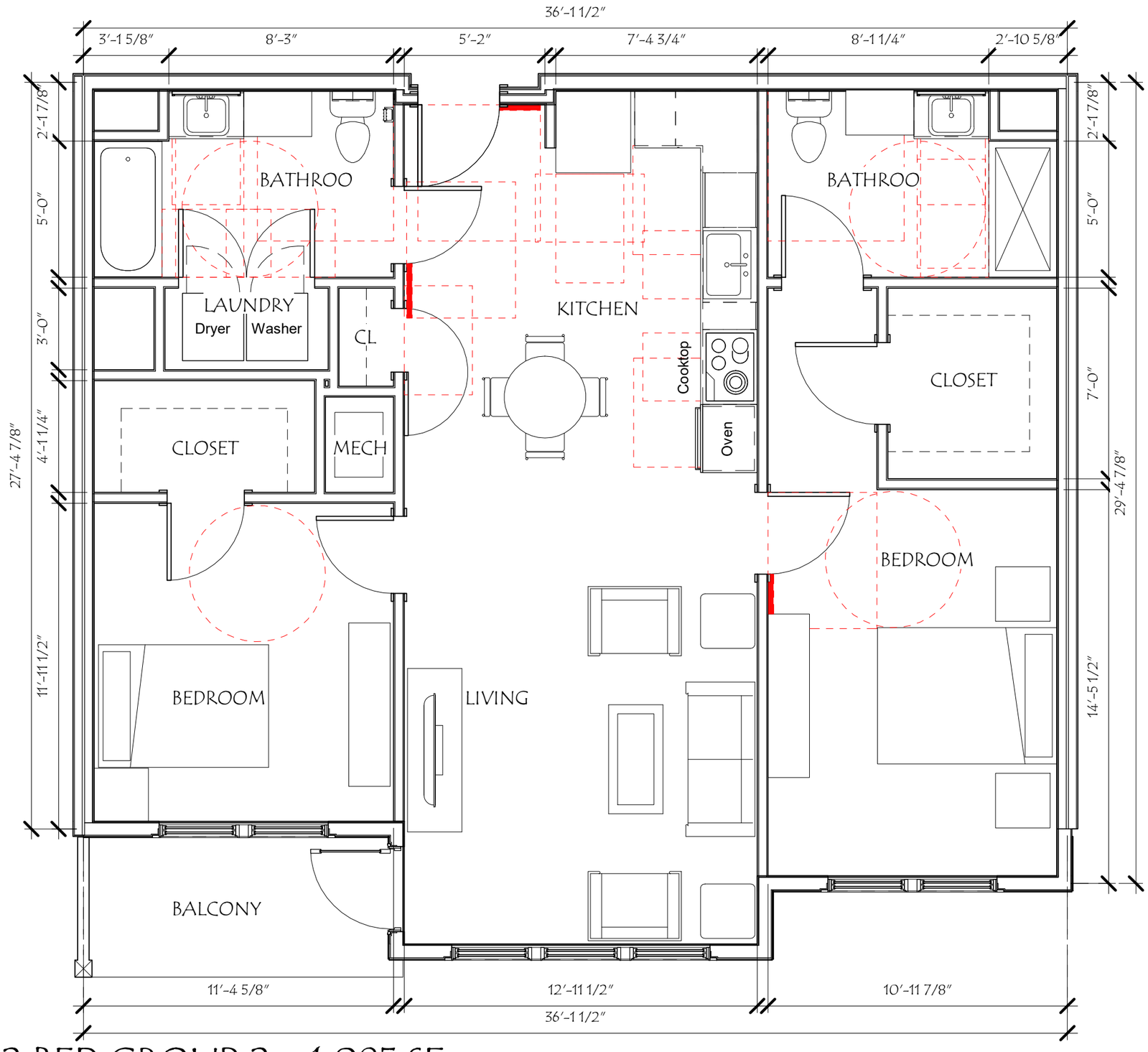


# 1 2 BED GROUP 2 - 1,095 SF

SCALE: 1/4" = 1'-0"

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No. 31965

ALTA NASHOBA VALLEY

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|---|---|---|
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SCALE: 1/4" = 1'-0"
DRAWN BY: JJN
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PROJECT NO.: 2021041
DATE: 05/04/21

TITLE: ENLARGED UNIT PLAN - 2 BED GROUP 2

A4.16

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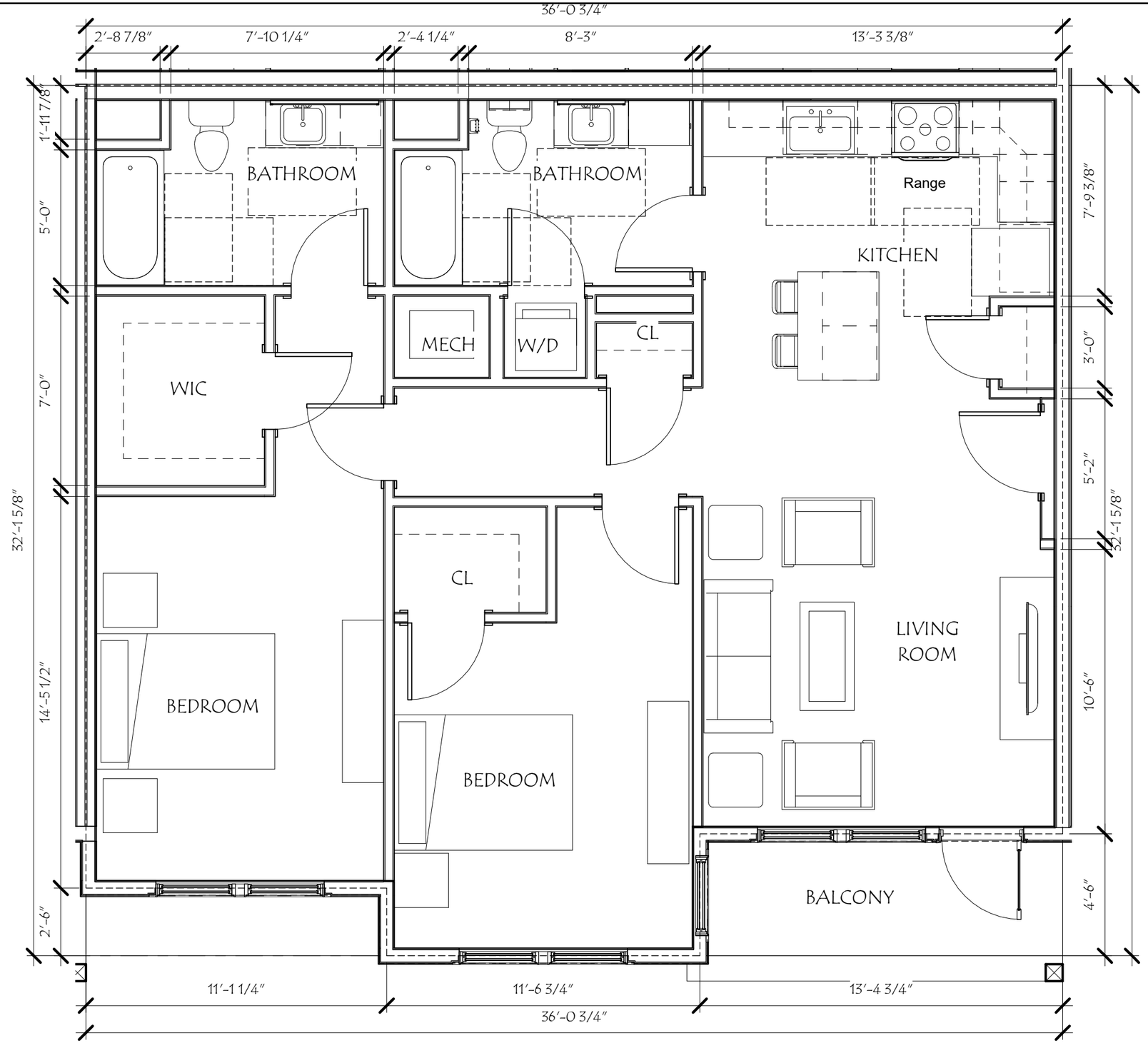


1 2 BED - 1,084 SF

SCALE: 1/4" = 1'-0"

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ALTA NASHOBA VALLEY

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| Revisions: # | Description | Date |
|---|---|---|

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|---|---|
| SCALE: | 1/4" = 1'-0" |
| DRAWN BY: | JJN |
| CHECKED BY: | ALW |
| PROJECT NO.: | 2021041 |
| DATE: | 05/04/21 |

TITLE: ENLARGED UNIT PLAN - 2 BED

A4.17

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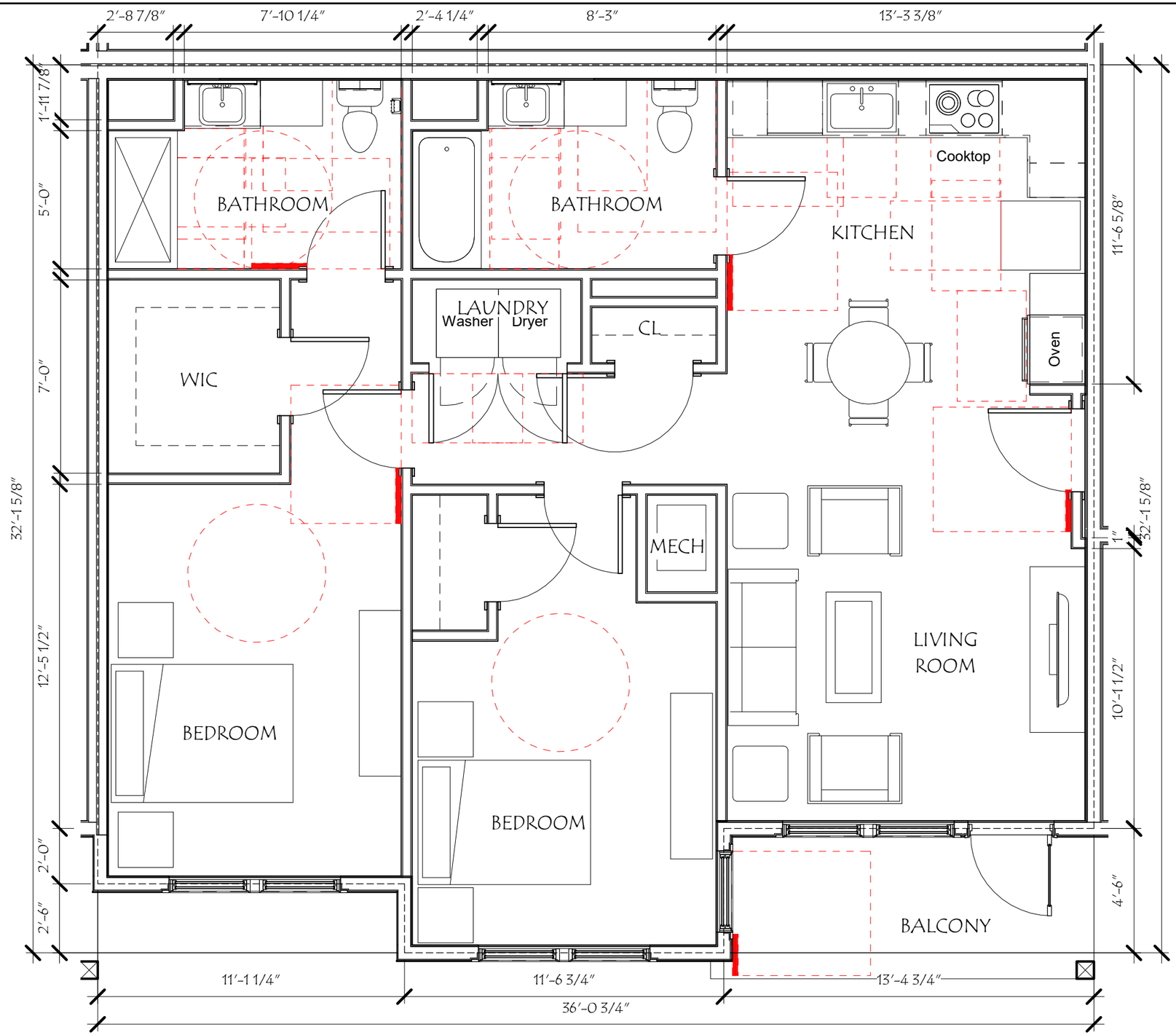


1

# 2 BED GROUP 2 - 1,084 SF

SCALE: 1/4" = 1'-0"

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| Revisions: # | Description | Date |
|---|---|---|
| | | |

SCALE: 1/4" = 1'-0"
DRAWN BY: JJN
CHECKED BY: ALW
PROJECT NO.: 2021041
DATE: 05/04/21

TITLE: ENLARGED UNIT PLAN - 2 BED GROUP 2

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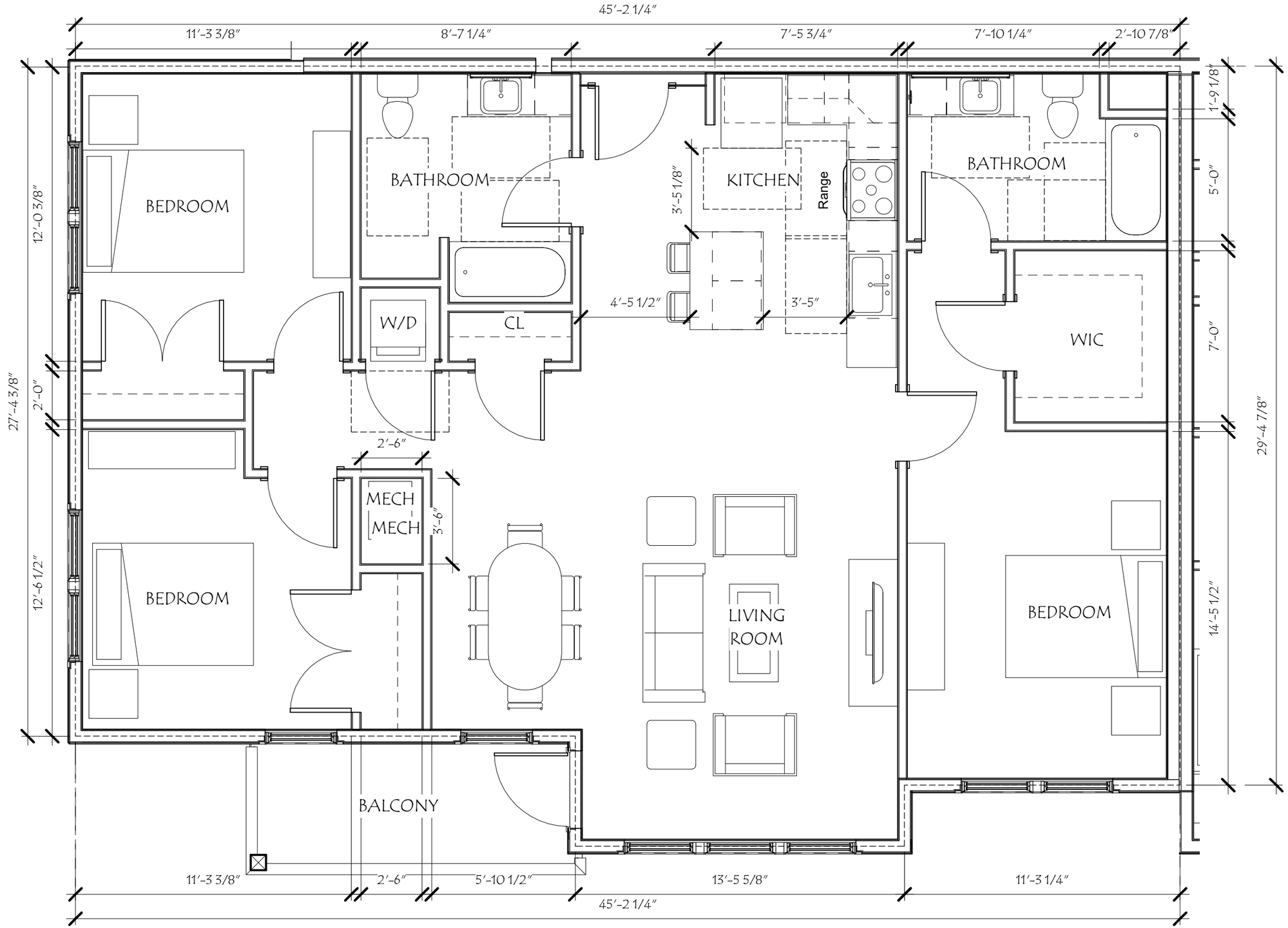


# 1 3 BED - 1,351 SF

SCALE: 1/4" = 1'-0"

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|---|---|---|
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|---|---|
| SCALE: | 1/4" = 1'-0" |
| DRAWN BY: | JJN |
| CHECKED BY: | AUW |
| PROJECT NO.: | 2021041 |
| DATE: | 05/04/21 |

TITLE: ENLARGED UNIT PLAN - 3 BED

A4.19

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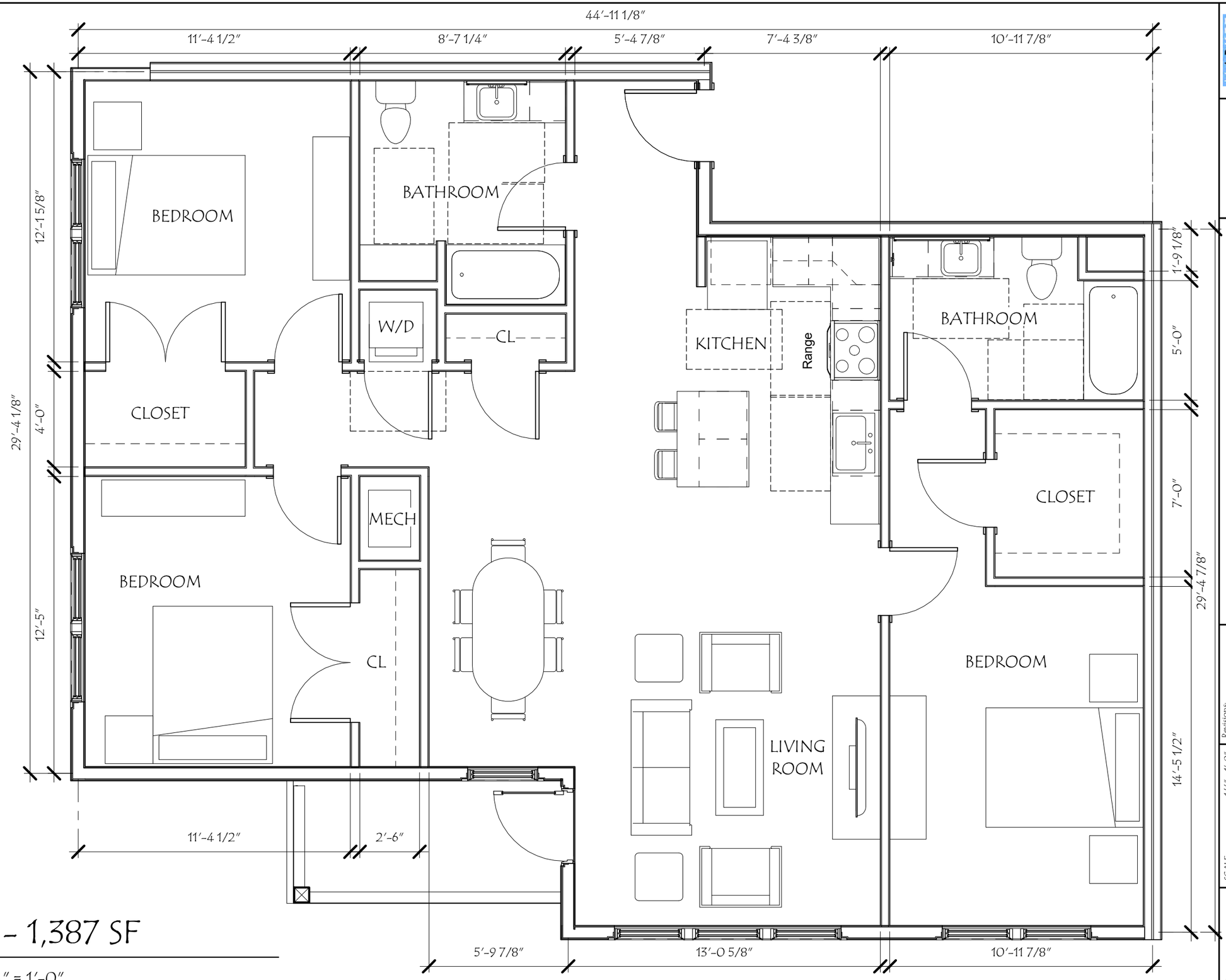


1

## 3 BED - 1,387 SF

SCALE: 1/4" = 1'-0"

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ADAM L. WAGNER
NUMBER 37981
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COMMONWEALTH OF MASSACHUSETTS
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# ALTA NASHOBA VALLEY

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| Revisions: # | Description | Date |
|---|---|---|

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|---|---|
| SCALE: | 1/4" = 1'-0" |
| DRAWN BY: | JJN |
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| PROJECT NO.: | 2021041 |
| DATE: | 05/04/21 |

TITLE: ENLARGED UNIT PLAN - 3 BED

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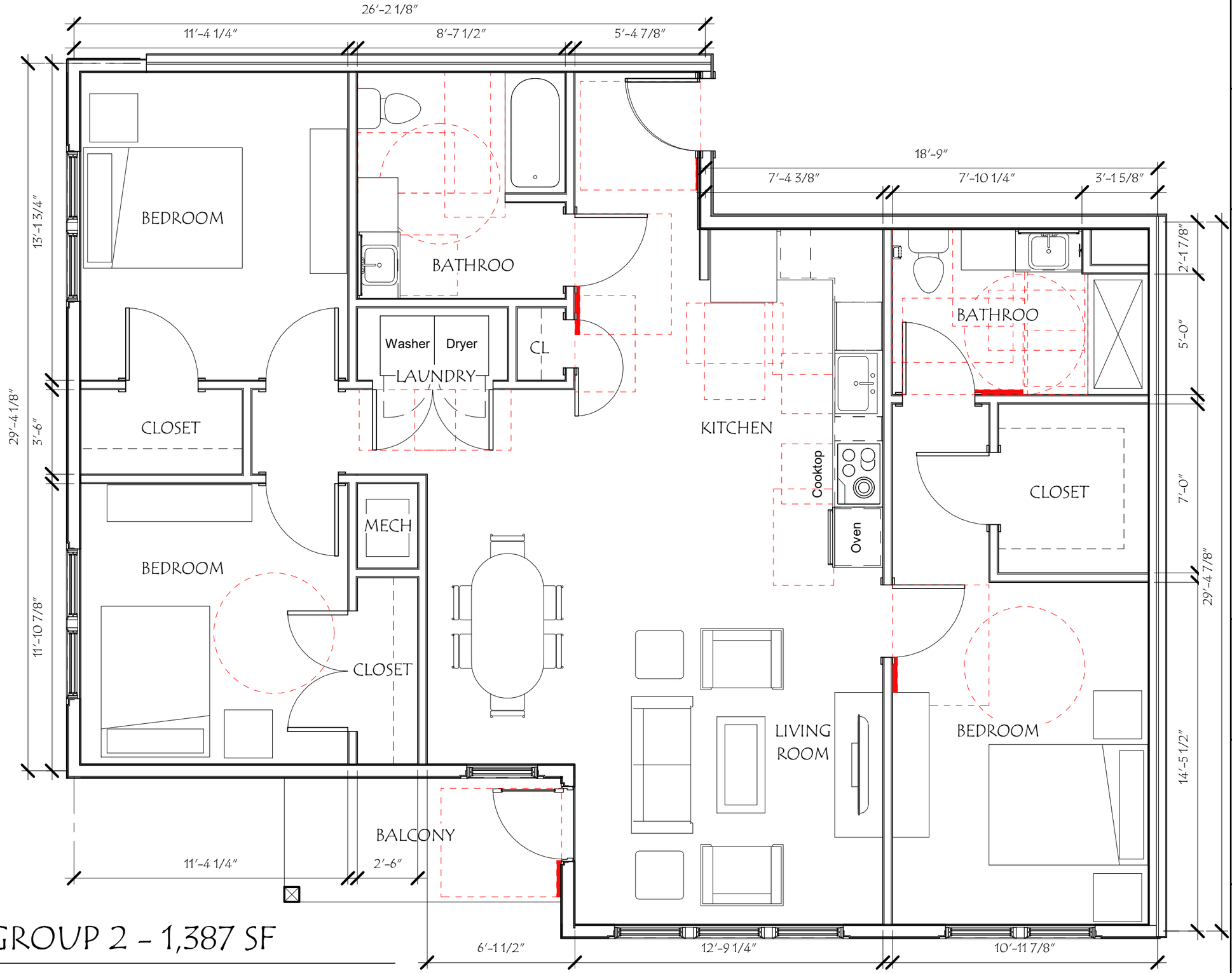


1

# 3 BED GROUP 2 - 1,387 SF

SCALE: 1/4" = 1'-0"

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|---|---|---|
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|---|---|
| SCALE: | 1/4" = 1'-0" |
| DRAWN BY: | JJN |
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| DATE: | 05/04/21 |

TITLE: ENLARGED UNIT PLAN - 3 BED GROUP 2

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