

## Purchase and Sale Agreement

Three Affordable Housing Lots, Burts Pit Road, Florence section, Northampton, MA

### Section 1 – Information and Definitions

- 1.2.1** DATE of this Agreement: November \_\_\_\_\_, 2017
- 1.2** **PREMISES:** A parcel of land in Northampton, Massachusetts on Burts Pit Road, containing 0.46 acres, comprised of the land described as “Lot 5,” and “Lot 7” as shown on a survey prepared by Berkshire Design Heritage Surveys last updated May 24, 2017 and entitled “Approval Not Required Plan of Land Located in Northampton, Massachusetts, Prepared for The City of Northampton” and attached hereto, as the survey may be revised to create three lots out of what is currently Lots 5 and 7
- 1.3 **SELLER:** City of Northampton, attn.: Wayne Feiden  
through its Office of Planning & Sustainability  
Address: 210 Main Street, Northampton, MA 01060  
Phone: (413) 587-1265  
Email: WFeiden@NorthamptonMA.gov  
Seller's Attorney: Robert Spencer, Jankowski & Spencer  
Address: 6 University Drive, #201, Amherst, MA 01002
- 1.4 **BUYER:** Pioneer Valley Habitat for Humanity, Inc. (PVH)  
with the right to assign to a PVH-owned LLC  
Address: attn.: Megan McDonough, Executive Director  
PO Box 60642, Florence, MA 01062  
Phone: 413-586-5430  
Email: Megan@PVHabitat.org  
Buyer's Attorney: David Bloomberg, Fierts, Kane & Bloomberg  
64 Gothic Street, Northampton, MA 01060
- 1.5 **CLOSING DATE:** February 28, 2018 or anytime date mutually agreed upon. Closing date will be delayed if the City has not yet obtained the necessary permits outlined in section 1.11(A).
- 1.6 **PLACE:** Hampshire County Registry of Deeds, unless some other place should be mutually agreed upon by the parties.
- 1.7 **PURCHASE PRICE:** The total purchase price for the Premises is One Dollar (\$1.00).
- 1.8 **TITLE:** Quitclaim Deed(s).
- 1.9 **BROKER:** City: None  
Buyer: None

#### 1.10 WARRANTIES

Except as set forth otherwise in this Agreement, the following representations and warranties are made by Seller as of the date of this Agreement and also as of the time of the delivery of the deed: None

#### 1.11 REPRESENTATIONS (these are the ASSUMPTIONS of sale and deposits will be refunded if assumptions prove to be incorrect):

- A. The City can provide clear title to the land.
- B. The City of Northampton has obtained the zoning special permit, site plan approval, wetlands Determination of Applicability, and stormwater permits for two building lots, and shall apply to revise these permits to create a total of three lots, provided that the Buyer shall have the right to review and approve the proposed site plan for the Premises in writing before the City makes application for any such permits and approval.
- C. The City has completed a Phase I Environmental Site Assessment that did not identify any evidence of hazardous releases.

#### 1.12 BUYER'S ADDITIONAL RESPONSIBILITIES

- A. The buyer will be responsible for removing any soil and limited asphalt piles on the property.
- B. The purchaser will be required to retain stormwater on-site in accordance with the above referenced stormwater permit, as that permit may be revised to create an additional lot
- C. The purchaser will be required to comply with any other permit conditions, including replacing and specimen trees cut either on site and/or off site.
- D. Developing the common driveways (shown on the plans) and common driveway covenant, as the driveways may be revised to create an additional lot.
- E. The buyer hereby covenants not to appeal any permit for single family homes on the other adjacent lots and for a multiuse trail on the adjacent conservation land.
- F. The Buyer will be responsible for building three affordable homes on the property
  - a. Consistent with the attached request for proposals; and
  - b. Buyer's attached proposal; and
  - c. Subject to affordability agreements to be retained by the City, and DHCD if they so desire, substantially as shown on the attached affordability restriction; and
  - d. In accordance with the DHCD standards for affordable housing to be listed on the Massachusetts Subsidized Housing Inventory.

### SECTION 2 -- GENERAL PROVISIONS

2.1 Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

2.2 Buildings, Structures, Improvements, Fixtures. There are no improvements on the property.

Buyer acknowledges that the Premises is being sold in "as is" condition.

2.3 Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer, or to a nominee designated by Buyer by written notice to Seller at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises.

2.4 Deed and Plans: Seller shall be responsible for drafting the deed.

2.5 Registered Title. The title to this property is not Registered.

2.6 Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in clause 2.3 hereof. Buyer shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

2.7 Extension to Perfect Title or Make Premises Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty calendar days.

2.8 Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then all obligations of the parties shall cease and this Agreement shall be void without recourse to the parties hereto, provided however that all deposits made by Buyer under this Agreement shall be refunded to Buyer, which obligation shall survive the termination of this Agreement. The Buyer acknowledges that the city may use eminent domain to clean any defective title and waives any objections to such actions.

2.9 Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title, except that in the event of such conveyance in accord with the

provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Premises to their former condition, either

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

2.10 Acceptance of Deed. The acceptance of a deed by Buyer, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

2.11 Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the deed or, for institutional mortgages, are recorded in accordance with customary conveyancing practices.

2.12 Adjustments. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

2.13 Brokers. No brokers are being used for this transaction.

2.14 Inspection Rights. The parties agree that Buyer shall have the right to obtain, at Buyer's expense, an inspection of the premises by a consultant of Buyer's during the bid period. In consideration of right of inspection and rescission, Seller is hereby released from liability relating to defects in the premises actually disclosed or about which Seller had no actual knowledge.

2.15 Water/Sewer, ledge, permitting. Seller makes no representations.

2.16 Hazardous Materials, Lead, Asbestos, and Oil. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, information and belief, (i) there has been no release of any hazardous materials or oil on, from or near the Premises, except as noted above, (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises. These representations and warranties shall survive the closing.

2.17 Financing Contingency. Seller's obligation to purchase is contingent upon the Seller being able to close on the property under the terms of its Option prior to closing. Seller shall use reasonable efforts to obtain firm commitment of such closing and shall notify the Seller's attorney if Seller is unable close.

2.18 Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) No building, structure, or right of way, easement or improvement, including any driveway(s), garages, septic systems and wells or property of any kind encroaches upon or under the Premises from other premises;
- (b) Title to the Premises is insurable, for the benefit of Buyer, by a title insurance company acceptable to Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) All structures and improvements on the Premises, including any driveway(s) garage(s), septic systems and wells and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises;
- (d) The Premises abut a public way, or have the benefit of an access and utility easement over a private way leading to a public way, duly laid out or accepted as such by the municipality in which the Premises are located.

2.19 Affidavits, etc. Simultaneously with the delivery of the deed, Seller shall execute and deliver: (a) affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and Seller shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, Seller's United States taxpayer identification number, that Seller is not a foreign person, and Seller's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Buyer and/or the Buyer's title insurance company to complete the transactions described in this Agreement.

2.20 Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

2.21 Deposit. A ten percent deposit shall be made by the Buyer as part of its bid submittal and an additional 10% deposit within 30 days of the City's acceptance of the Buyer's bid. The

Deposit shall be held by the City or its attorney. The Deposit shall be duly accounted for at the time of performance of this agreement or otherwise by the agreement of the parties or by order of a court of competent jurisdiction.

2.22 Buyer's Breach. If Buyer shall unjustifiably fail to fulfill Buyer's part of this Agreement, all deposits made hereunder, if any, shall be forfeited and become the property of Seller as liquidated damages, which shall constitute Seller's sole and exclusive remedy at law or in equity for Buyer's default under this Agreement.

2.23 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney at the addresses set forth in Section 1.

2.24 Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Seller's proceeds may be in the form of an IOLTA check, and the check shall be held in escrow by Seller's attorney who shall release the check to Seller only following the recording of the deed.

2.25 Condition of Premises at Closing. Seller agrees to deliver the Premises at the time of delivery of Seller's deed in a condition substantially similar to its condition at the time of the signing of this Agreement.

2.26 Casualty. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, then at Buyer's sole option, this Agreement may be terminated, whereupon all deposits paid by Buyer hereunder shall be promptly returned to Buyer.

2.27 Liability of Trustee, Shareholder, Fiduciary, etc. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

2.28 Extensions. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

2.29 Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the

entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several.

2.30 Incorporation; Conflict. All terms of the Request for Proposals and the Buyer's Proposal are hereby made a part of this Agreement and are incorporated herein by reference. In the event of conflicting or inconsistent provisions, the terms of the Request for Proposals and the Buyer's Proposal shall control.

2.31 Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

In Witness whereof, the parties hereto sign this Agreement under seal as of this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2017.

Buyer:

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**Pioneer Valley Habitat for Humanity**

**Attached evidence that the signatory is authorized to sign for the corporation**

Seller:

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Mayor David J. Narkiewicz

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Wayne Feiden, Director of Planning & Sustainability

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Joseph M. Cook, Chief Procurement Officer

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Joyce Karpinski, Auditor

**Proposal Submittal Information  
Include with Proposal**

**Three Dwelling Units at Burts Pit Road, Northampton  
Burts Bog Limited Development**

We Pioneer Valley Habitat for Humanity, Inc. (name of non-profit entity)

**Price Selection Criteria**

We propose to purchase the three lots for (check one and complete):

One Dollar (\$1.00) **OR**  
 \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**Request for Proposals**

We have reviewed the Request for Proposals on the following pages and acknowledge that we will sign this Purchase and Sale Agreement, with any blank sections completed, if our proposal is selected.

**Attach additional page(s) to describe how your program, project, and agency meet the below selection criteria:**

**1. Consistency with Proposed Program.**


- a. Include a narrative description of the proposed project and explain how does your program address the program requirements described in the above RFP.
- b. Explain if your affordable housing restrictions will exceed the City's minimum standard (e.g., aim for a lower level of affordability than 80% AMI).
- c. Explain if your energy performance exceeds the City's minimum standard (e.g., include solar PV with the house development to achieve net zero energy).

**2. Past Development Experience and Track Record.**

- a. Include developer experience with a list of completed similar projects and explain how your agency meets this criteria.
- b. Include a description of your development team and their expertise and experience

**3. Thoughtfulness of project implementation.** Include a rough estimated timetable for developing the site, including a comprehensive work plan with milestones and a completion strategy and describe how your project meets this criteria.

Submitted:

Megan McDonough, Executive Director  Pioneer Valley Habitat for Humanity, Inc. 11/16/17  
\_\_\_\_\_  
Print name Sign name Organization Date





## PLANNING AND SUSTAINABILITY • CITY OF NORTHAMPTON

planning • conservation • zoning • northampton GIS • historic • community preservation • central business architecture

Wayne Feiden, FAICP, Director of Planning and Sustainability • [wfeiden@northamptonma.gov](mailto:wfeiden@northamptonma.gov) • 413-587-1265

### Request for Proposals for Affordable Housing Development Three Dwelling Units at Burts Pit Road, Northampton Burts Bog Limited Development Released October 9, 2017

Proposals due: **Tuesday November 21, 2017, 1:00 PM** by email to [WFeiden@NorthamptonMA.gov](mailto:WFeiden@NorthamptonMA.gov)  
Questions: Wayne Feiden, Northampton Office of Planning & Sustainability, at email above  
Summary: Three building lots, with funding for architectural fees, to be developed for three affordable single family homes (with or without accessory dwelling units)  
Location: Burts Pit Road, Northampton  
Eligible Bidder: Nonprofit affordable housing developers

#### Property Description

Three lots, each with frontage on Burts Pit Road using a single shared driveway for vehicle access. The property is adjacent to the Burts Bog Greenway, a 121 acre conservation area.

The three lots will be created by dividing up **Lots 5 and 7** on the attached site plans into three lots.

#### Project Details

1. The City has received development Special Permit/Site Plan Approval and Stormwater Permits for the property. The City intends to apply for new permit to replat Lots 5 and 7 into three lots and convert Lot 9 into open space.
2. The successful bidder will purchase the referenced property for \$1:
  - a. The bidder will grant the City an affordable housing restriction for three units, one one-bedroom, one two-bedroom, and one three-bedroom, affordable and sold to families earning no more than 80% of Area Median Income (80% AMI), for a minimum term of 99 years.
  - b. The bidder must be ready for a February 2018 closing, or whenever all the revised permitting is complete, whichever is later.
3. The successful bidder will need to comply with all requirements of the Massachusetts Department of Housing and Community Development's Local Initiative Program to ensure that the units will be counted on DHCD's Subsidized Housing Inventory for Northampton. The bidder should do their due diligence on DHCD requirements on design, size, sales price, marketing, and tenant selection lottery.
4. The successful bidder will develop a minimum of three single family homes:
  - a. For sale for individuals or families earning no more than 80% AMI.
  - b. The bidder may or may not choose to include accessory units in each home, which are not required to have any affordable housing restrictions.
5. The homes must meet the following performance and program standards:
  - a. The homes must be net zero energy homes, with the addition of not more than 4kw of photovoltaic panels on site or off site (although the development of those panels is not required).
  - b. There shall be insulation with a minimum of R30 walls, R60 attic, and R-20 foundation walls/slap, or under lowest floor.
  - c. The house must meet the energy star, building code, energy stretch code, health code in effect when the house is built.



d. The house must meet the following programmatic requirement

Units	Bedrooms	Min. Size	Max. Size	Bathrooms	Zero Lot Line	Heat	Extras
One	One	500 sq. ft.	800 sq. ft.	One full	Yes	Does not require fossil fuel. Electricity allowed because it can be renewable (e.g., air source heat pump)	No basement and no garage
One	Two	650 sq. ft.	900 sq. ft.	One full	Yes		
One	Three	800 sq. ft.	1,000 sq. ft.	One & 1/2	No		

6. The City is sponsoring a **Just Big Enough-Green Housing for ALL Design Competition**, [www.northamptonma.gov/1834/Just-Big-Enough-competition](http://www.northamptonma.gov/1834/Just-Big-Enough-competition). Assuming that the City receives at least ten competition entries:
  - a. The successful bidder must use an architect (not necessarily the competition winner) from the design competition to design the homes and for key inspection points
  - b. The City will provide \$45,000 in funding to fund the selected architect once the city sells Lot 4, 6, and 8 (which is also owns)
  - c. There is no requirement to use any of the designs from the design competition
7. The successful bidder must be a nonprofit agency whose mission and experience includes affordable housing development.

**Disclosures and conditions**

1. The special permit and site plan approval and the stormwater permit designs and conditions must be followed at the successful bidders cost. This includes, but is not limited to, replacement of significant trees and drainage improvements.
2. The affordable housing restriction shall be the standard MassDocs affordable housing agreement or the DHCD “Local Initiative Program Affordable Housing Deed Rider for Projects in Which Affordability Restrictions Survive Foreclosure,” modified to meet any requirements of the DHCD site eligibility letter and any DHCD funding. The city will not be subordinate to any other mortgagee or entity except for DHCD.
3. The successful bidder shall execute the attached contract within 30 days of the City’s award.
4. There are no prohibitions on the bidder requesting other City funds (CDBG or CPA) or any other outside grants, but there is no commitment or suggestion of any kind that such funds will be made available.
5. The City reserves the right to reject any and all bids.

**Bidder submittal to include, at a minimum, the completed Proposal Submittal Information (below)**

1. With a narrative description providing an overview of the proposed project.
2. Rough estimated time schedule for developing the site.
3. Any affordable housing restrictions above the City’s minimum standard.
4. Developer experience with a list of completed same or similar projects.
5. Description of development team.

**Selection Criteria**

Proposals will be evaluated by Northampton’s Director of Planning & Sustainability, with final approval by its Chief Procurement Officer. In order of importance, proposals will be evaluated based on the following:

1. **Consistency with Proposed Program.** Proposals will be evaluated based on the length of the affordability term, creativity in allowing owner empowerment (while avoiding windfall profit), and consistency with DHCD’s Local Initiative Program. The proposal addresses these goals in the most creative manner, the greatest level of affordability, and the lowest net energy useage will receive priority.

2. **Past Development Experience and Track Record.** Proposals will be evaluated based on the experience with site development, residential construction, and affordable housing. The proposal with a proven track record of successful projects similar to this one will receive priority.
3. **Thoughtfulness of project implementation.** Time-table presented for site preparation, house construction and site improvements will be evaluated. The proposal that presents a comprehensive work plan with clear milestones and a completion strategy, not the shortest amount of time, will receive priority.

# City of Northampton

MASSACHUSETTS

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## In City Council, August 18 2016

Upon the recommendation of Mayor David J. Narkewicz and Planning & Sustainability

### Ordered, that

WHEREAS, On May 19, 2016, City Council approved purchase of 110± acres located between Burts Pit Road, Stone Ridge Road, Overlook Drive, and Florence Road, for open space and a limited housing development;

WHEREAS, The City has proceeded with its due diligence and designed a limited development scenario that preserves the quality open space and provides much needed housing, taking advantage of existing utilities, the best soils, the most environmentally sensitive design, and the lowest development and permitting costs;

WHEREAS, The limited development scenario includes:

1. 110± acres as an addition to Brookwood Marsh Conservation Area
2. Up to nine building lots on 2.67± acres (as shown on the attached preliminary plan) as follows:
  - A. Overlook Drive Lot 1, only if there is not funding to keep as open space and
  - B. Burts Pit Road Lots 3 through 10, with one or two lots dedicated for first-time home buyer affordable housing if CDBG and other funding is available
3. Driveways (instead of the developer's planned roads)

WHEREAS, The previous approval remains in effect, which authorizes the city to purchase the conservation land, and no further conservation approval is required.

### ***Ordered, that***

The Mayor is authorized to accept a deed or deeds to the above referenced 2.67± acres;

Further, that City Council declares such land surplus to City needs;

Further, that the Mayor is authorized to transfer deeds for the building lots.



# Affordable Housing Development Proposal for

*Three Dwelling Units at Burts Pit Road, Northampton - Burts Bog Limited Development*

## 1. Narrative Overview

Pioneer Valley Habitat for Humanity (“Habitat”) proposes to construct three single family homes at the Burts Pit Rd site identified in the RFP and sell those homes to low-income households earning 60% or less of the Area Media Income. We have extensive experience with the development of single family homeownership units that are permanently affordable and will demonstrate in this proposal our readiness to meet the requirements of the RFP.

### Design and Construction

Habitat homes are simple, affordable and energy efficient. We typically build two, three and four bedroom homes, with footprints significantly smaller than the national average, ranging in size from 900 to 1,400 square feet depending on the number of bedrooms. For this project we will work with an architect from the “Just Big Enough” design competition to build 3 smaller homes meeting the design criteria of:

Units	Bedrooms	Min. Size	Max. Size	Bathrooms
One	One	500 sq. ft.	800 sq. ft.	One full
One	Two	650 sq. ft.	900 sq. ft.	One full
One	Three	800 sq. ft.	1,000 sq. ft.	One & ½

All 3 units will be on their own building lots but would share a common driveway. We will create a homeowner’s association or reciprocal easement arrangement for driveway maintenance.

### Accessory Dwellings and Future Expansion

We do not plan to build accessory dwellings in addition to the three owner-occupied homes, but we are willing to explore site planning possibilities for future addition of accessory dwellings by the homeowners. We recognize that household space needs tend to change over time and accessory dwellings can be an excellent way to adapt to changing needs. The addition of a future bedroom is more likely than the addition of an entire accessory dwelling.

The affordable housing deed restriction would not prohibit someone from putting an addition on their home or adding an accessory dwelling, but the capital costs incurred for this sort of upgrade would not add value to the home because the maximum resale price is restricted. Also, given the small site and the permitting restrictions it is uncertain whether siting accessory dwellings would be feasible.



## Energy Efficiency and Solar

Pioneer Valley Habitat aims to build energy efficient homes that are affordable to operate as well as to purchase. We have successfully built many ENERGY STAR certified homes, including two zero net energy possible homes in Easthampton that were awarded a competitive grant from the Massachusetts Department of Energy Resources “Pathways to Zero” program. We commit to meeting ENERGY STAR homes standards in addition to building code requirements.

All homes in this project will be designed and built to meet a HERS index of zero (+/- 5 index points) at the time of the Certificate of Occupancy with the potential inclusion of on-site photovoltaics of 4kw or less. The homes may or may not have PV installed by Habitat depending on the financial feasibility and the solar access after site clearing. Our goal is to maximize affordability for homeowners and will install PV if feasible.

A key strategy for achieving the zero HERS rating is to focus on the building envelope. We commit to a minimum of R30 walls, R60 attic and R20 slab insulation. Our typical construction profile is a 2x6 wall dense packed with cellulose and 2” of XPS on the exterior creating a continuous insulation layer. We have also successfully built a double stud wall with dense packed cellulose at our zero net energy project in Easthampton.

We strive to make our homes simple to construct with volunteer labor – focusing on simple shapes that are more cost effective to build and easier to air seal for greater energy efficiency. In choosing a design we would look to fit into the existing neighborhood with well-sited homes with classic designs or simple modern appeal. If built on a slab, a shed would be provided for on-site storage and considerations of trash storage would be made. Habitat does not build garages or accessory dwellings.

## Homeowner Engagement & Empowerment

Habitat’s unique model of engagement with future homeowners helps to ensure that low-income first-time homebuyers are prepared for the challenges of homeownership. The key aspects of this engagement are:

- Requiring “sweat equity” in the construction of the home so that the homeowner is invested in the project and learns how their home is put together
- Assigning a Habitat mentor to each future homeowner to guide them through the process
- Requiring all future homeowners to attend a homebuyer education course

## 2. Rough estimated time schedule for developing the site.

Pioneer Valley Habitat for Humanity will be ready for a February 2018 closing or whenever all the revised permitting is complete. Habitat would like to provide input into the site plan revisions before the city applies for a revision of permits to create a total of three lots.

Designs that help to move forward conversations about the option of small, energy efficient homes would be a cornerstone of this project based on the significant investment from the city of Northampton in sponsoring a design competition. We would like to highlight this investment by getting feedback from potential homeowners



through surveys or public meetings in the design with which we choose to move forward. We anticipate the process of selecting a designer, getting public input, revising and finalizing designs will take 1 to 2 years from the time funds are released by the city. We understand that the \$45,000 allocated for design will not be released until lots 4, 6 & 8 have been sold.

With designs in hand, acquiring a building permit and getting bids is estimated to take 6 months to a year and phased construction to take 1 to 3 years. We anticipate doing all the grading and site work at one time, but may build the homes in two phases to best take advantage of volunteer labor for this project and our other planned Northampton projects. We are very excited to also be planning builds at our Glendale Rd and Garfield Ave sites, thanks to the long-term partnership of the city. Our goal is to have a project in Northampton under construction for much of the next 5 years at one or more of these sites.

We anticipate starting construction in 1.5 to 3 years from the time when the city releases funds for architectural design. We estimate that the project would be completed two to four years from the time construction starts.

### Milestones

<p>Prereqs</p>	<ul style="list-style-type: none"> <li>•City sponsored design competition</li> <li>•Habitat selects partner for architectural design</li> <li>•Funds released from city for architectural services</li> </ul>
<p>Pre-Development Phase 1 (1-2 years)</p>	<ul style="list-style-type: none"> <li>•Iterative desing process with architect</li> <li>•Get input from potential end users</li> <li>•Assess solar access for PV</li> <li>•Local Action Unit application to DHCD with city</li> <li>•Draft budget and apply for grants</li> <li>•Construction documents</li> </ul>
<p>Pre-Development Phase 2 (6 mo - 1 year)</p>	<ul style="list-style-type: none"> <li>•Get bids on subcontracted work, refine budget</li> <li>•Family selection - marketing &amp; lottery</li> <li>•Apply for building permit(s)</li> </ul>
<p>Construction Phase 1 (1 - 2 years)</p>	<ul style="list-style-type: none"> <li>•Shared site work</li> <li>•Build 1 or 2 units</li> </ul>
<p>Construction Phase 2 (1 - 2 years)</p>	<ul style="list-style-type: none"> <li>•Build remaining units</li> </ul>



### 3. Any affordable housing restrictions above the City's minimum standard

#### Permanent Deed Restriction

Habitat believes strongly in the long-term stewardship of affordable housing resources and has made it our policy to permanently protect all units we build as affordable housing. Once zoning approvals are in place, Habitat will work with the city to enter into a regulatory agreement with the Massachusetts Department of Housing and Community Development (DHCD) so that all units built could be listed on the state affordable housing inventory. The regulatory agreement will include the specific terms of the affordability restriction, but typically include a permanent deed restriction limiting the resale price and restricting sales to homeowners who earn below 80% of the Area Median Income.

The proposed homes for this project are smaller than the minimum home size typically required by DHCD, but Habitat has received a waiver to meet the proposed size requirements.

#### Initial Sale & Financing

For the initial sale, Habitat will market this homeownership opportunity to households earning 60% of the Area Median Income or below who meet our program requirements and DHCD's requirements. This is consistent with the minimum requirements in the RFP. We have extensive experience with affirmative fair housing marketing from other projects in the area. Habitat would ensure that the homeowners' initial housing costs (principal, interest, insurance, taxes and homeowner association fees) will not exceed 30% of their income at the time of purchase.

Given the small unit size, these households are likely to have small households of 1 to 4 people. This makes it imperative to have a pricing and mortgage strategy that allows for a one income household to afford the mortgage. We will accomplish this with either a zero interest mortgage from Habitat or an equivalent mortgage from a local bank with a second, forgivable deferred mortgage from Habitat to make up the affordability gap. This zero or zero equivalent mortgage lets the low income buyer build equity more quickly than a traditional mortgage and keeps monthly housing costs low. Our focus on both reducing construction costs (through volunteer labor and donations of materials and services) and on providing affordable financing makes us uniquely qualified to help these low-income first-time homebuyers.

### 4. Developer experience with a list of completed same or similar projects

Pioneer Valley Habitat for Humanity builds throughout Hampshire and Franklin Counties. Since 1989, we have built 39 homes including 18 in Northampton. The strong commitment of the city of Northampton, the availability of jobs, excellent schools and transportation have made building affordable homes in Northampton a priority for us. These 39 homes were all affordable homeownership opportunities similar to what is being requested in the RFP.

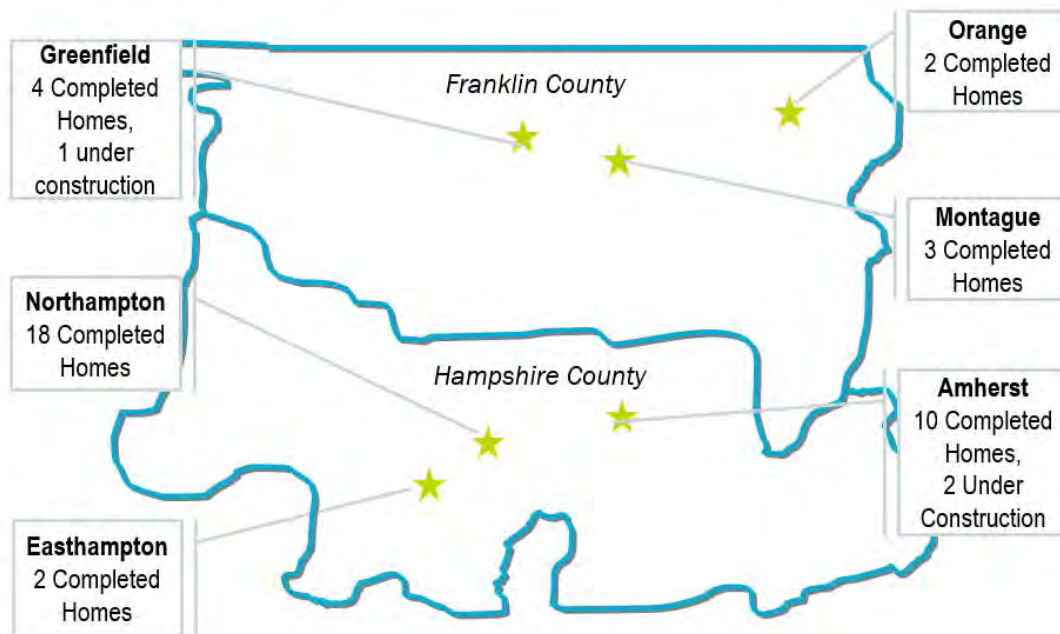
#### Completed Projects

- New Construction of duplex condominium on Pinebrook Curve in Northampton
- New Construction of duplex condominium on Charles Lane in Amherst



# Pioneer Valley **Habitat for Humanity**<sup>®</sup>

- New construction of ranch house shell in Amherst (on Hampshire College campus) , then moved to Orange and craned onto top of new ranch home shell constructed on a site in Orange – resulting in a new two unit condominium in Orange.
- A single family home on Cahillane Terrace in Northampton
- Rehab of single family home on Old Town Road in Amherst
- Moved and rehabbed two family home from Federal Street to lot sitting between Vernon St & Forbes Avenue; modified this 100+ year top over bottom 2 family home to a back to back duplex –each home with its own front side on a different street
- New construction of single family home on West Pomeroy Street, Amherst
- New Construction of duplex condominium on Ryan Road in Northampton
- Rehab of existing duplex and new construction of duplex into a four-unit condominium in Greenfield
- New construction of six-unit (3 duplexes) condominium on Westhampton Road in Northampton (with septic systems)
- New construction of four homes on Stanley Street, Amherst
- New construction of two single family homes in Turners Falls
- New construction of 5 Habitat homes on Garfield Ave in Florence in partnership with Smith Vocational High School Construction Trades program; two zero lot line homes plus 3 single family detached homes
- New construction of single family home on Warner St in Montague
- New Construction of single family home on Belchertown Rd in Amherst
- New construction of zero lot line duplex in Easthampton
- New Construction of a duplex condominium on East Pleasant St in Amherst



## Multi-home developments



### Stanley Street

In Amherst, Habitat completed a four-unit project on Stanley Street. This project involved the construction of four single family homes on a common drive. Habitat partnered with the town of Amherst through the Local Initiative Program, and all four units are listed on the state affordable housing inventory. This project demonstrated Habitat's ability to partner with architects and experiment with modern designs that mimic classic New England styles.

### Garfield Ave

Habitat completed construction on a five-unit project off of Garfield Ave in Northampton that included 3 single family detached homes and 2 attached single family homes. This project was a subdivision requiring the installation of a few hundred feet of new roadway, unlike the Burts Pit project which only requires a common drive and not a road to subdivision standards. Habitat demonstrated at the Garfield Ave project our ability to incorporate green building strategies and energy efficient construction in a compact site.



## 5. Description of development team

Habitat combines the work of paid staff, consultants and volunteers to put together a top notch team with the development experience needed to get the job done. Engagement of specific volunteers and consultants may change but this is a description of volunteers and professionals who have worked on recent projects:

Megan McDonough, Executive Director

Megan McDonough joined the Pioneer Valley Habitat for Humanity Team in the spring of 2013 after working for 7 years at the Center for Eco-Technology. She has a Masters in Planning from UMass Amherst and is a LEED



accredited professional with extensive knowledge of green building techniques. She provides overall leadership, financial planning and oversight for all development projects.

#### David Bloomberg, Attorney

David has over a quarter century of experience in commercial and residential real estate matters, including conveyances, leasing, for-profit and non-profit development projects, and commercial lending. His practice focuses on a broad array of commercial and residential real estate transactions and general corporate matters. He is actively involved in the representation of non-profit developers of affordable housing, having handled the closings for the creation or rehabilitation of over eight hundred affordable housing units. A graduate of Northampton High School, David holds a bachelor's degree with honors from Yale University and received his law degree from the University of Connecticut School of Law. A Life Fellow of the Massachusetts Bar Foundation, David is admitted to the Massachusetts and Connecticut bars.

#### Michael Broad Construction Services

Michael Broad has been involved in the housing design and construction business since 1971 and has provided related services to the Franklin County Housing Redevelopment Authority, HAPHousing, Inc. and Pioneer Valley Habitat for Humanity. He has been involved as a Construction Manager for Habitat on projects such as: Belchertown Road, Stanley Street and Garfield Avenue (phase 1, 2 & 3). His role is to ensure that the selected housing designs are simple enough to utilize volunteer labor, develop the first draft specifications and budget, manage the application for energy star rating and provide ongoing expert advice to the build team leaders.

#### Walt Kohler, Build Team

Walt Kohler has been the co-leader with Charlie Klem of the Amherst Build Team responsible for building seven Habitat homes in Amherst – two on East Pleasant Street, four on Stanley Street and one on Belchertown Road. Walt also served six years on the Habitat Board of Directors and serves as chairman of the Building Committee. Before retiring in 2007, Walt's professional career included fifteen years as a professor of electrical and computer engineering at the University of Massachusetts followed by twenty years of commuting to the Boston area to work in the hi-tech industry at Digital Equipment Corporation and EMC Corporation.

#### T Reynolds Engineering

T Reynolds Engineering is a civil engineering design, planning, and permitting service owned and operated by Terry Reynolds. Terry provides full-service civil and environmental engineering services along with general environmental compliance services. He also regularly collaborates with other area professionals to offer expanded services for projects requiring related expertise, such as environmental scientists, biologists, and architects. As a licensed professional engineer (PE), he specializes in residential and commercial site design, roadway design, storm water design and management, erosion and sediment control, sewer - pressure and gravity, water supply and distribution, permitting.

#### Smith Vocational and Agricultural High School

Habitat has partnered with Smith Vocational on many job sites. Smith students with expert guidance from their instructors have cleared trees, completed electrical, plumbing and carpentry work. We look forward to continuing this partnership on Burts Pit Road.



## Attachments

1. Signed Submittal Information
2. LIP Deed Rider
3. Letter from DHCD on home size

**LOCAL INITIATIVE PROGRAM**  
**AFFORDABLE HOUSING DEED RIDER**

***For Projects in Which  
Affordability Restrictions Survive Foreclosure***

made part of that certain deed (the "Deed") of certain property (the "Property") from \_\_\_\_\_ ("Grantor") to \_\_\_\_\_ ("Owner") dated \_\_\_\_\_, 200\_\_. The Property is located in the City/Town of \_\_\_\_\_ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i)  granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the \_\_\_\_\_ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_/Document No. \_\_\_\_\_ (the "Comprehensive Permit");
- (ii)  subject to a Regulatory Agreement among \_\_\_\_\_ (the "Developer"), [  ] Massachusetts Housing Finance Agency ("MassHousing"), [  ] the Massachusetts Department of Housing and Community Development ("DHCD") [  ] the Municipality; and [  ], dated \_\_\_\_\_ and recorded/filed with the Registry in Book \_\_\_\_\_, Page \_\_\_\_/as Document No. \_\_\_\_\_ (the "Regulatory Agreement"); and
- (iii)  subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the “Monitoring Agent”) is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner’s conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public’s interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is \_\_\_\_\_.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] \_\_\_\_\_ percent (\_\_\_%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,



and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of \_\_\_\_\_ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:



Monitoring Agent[s]

- (1) Director, Local Initiative Program  
DHCD  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

- (2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Grantor:

Owner:

By \_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in its capacity as the \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

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

September 21, 2017

Megan McDonough  
Executive Director  
Pioneer Valley Habitat for Humanity  
P.O. Box 60642  
Florence, Massachusetts 01062

Re: Small Homes Design Competition, Northampton

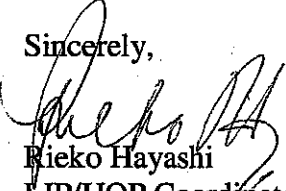
Dear Megan:

We are pleased to hear that the City of Northampton is sponsoring a design competition with the American Architectural Association to develop small, well designed affordable homes on city-owned land with Community Preservation Act funds. We are also pleased to hear that Pioneer Valley Habitat for Humanity plans to submit a proposal for the design competition that could become a joint Local Action Unit (LAU) application with the city for three affordable units.

Based on the data you have provided, indicating that smaller homes are not unusual in the Franklin County area, and based on the fact that the units will be architecturally designed, this Department would be willing to accept an LAU application with unit square footages that are smaller than what we customarily approve.

If you have any additional questions, feel free to contact me at 617-573-1322.

Sincerely,

  
Rieko Hayashi  
LIP/HOP Coordinator

cc: Catherine Racer, DHCD  
Alana Murphy, DHCD