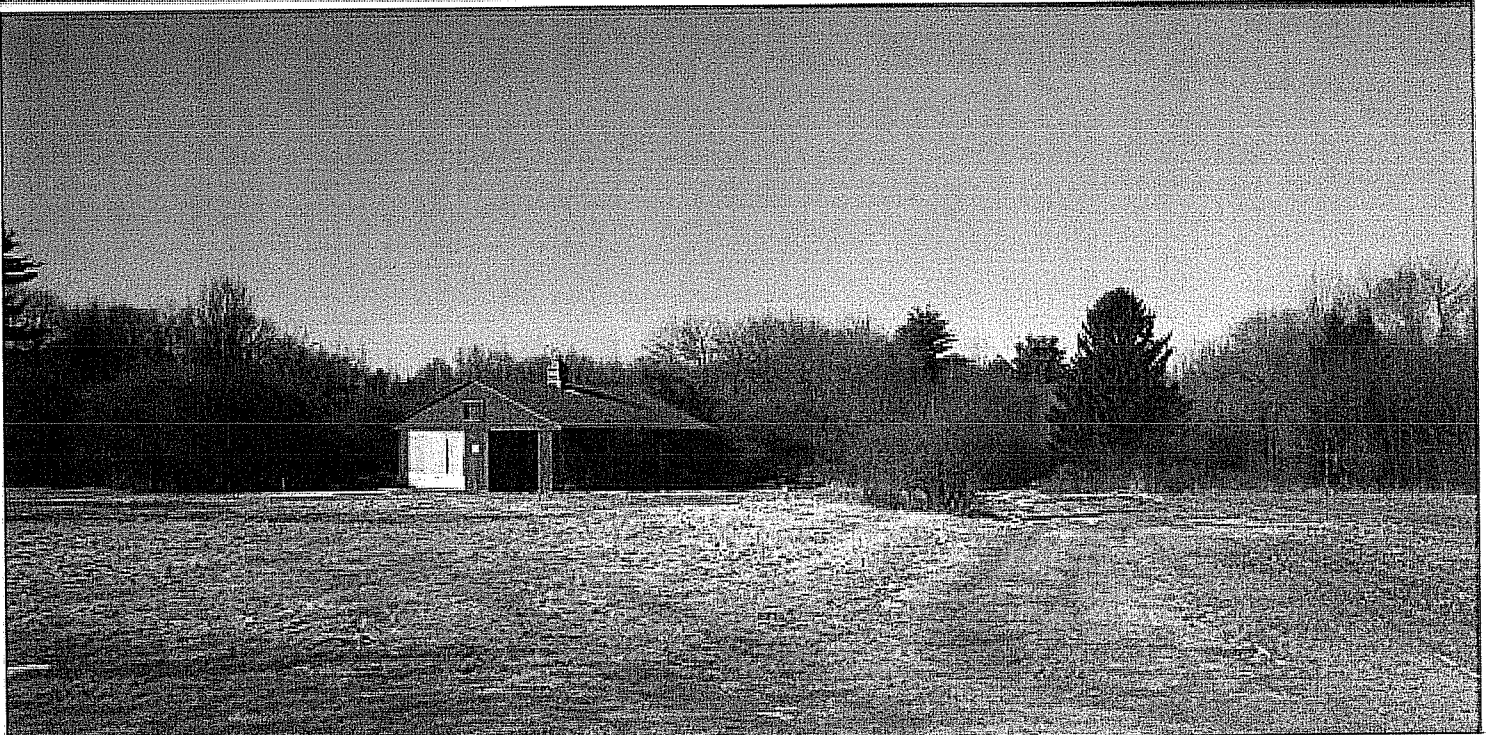


The Residences at
JOHNSON FARM
A Proposed Residential Apartment Community



Comprehensive Permit Application

Site Address:
189 Landham Road
Sudbury, Massachusetts

Applicant:
Madison Place Sudbury LLC
15 Brickyard Lane
Westborough, Massachusetts

11 AUG - 8 PM 3:05

TOWN CLERK
SUDBURY, MASS

August 8, 2011

**MADISON PLACE SUDBURY LLC
15 BRICKYARD LANE
WESTBOROUGH, MA 01581**

BY HAND DELIVERY

August 8, 2011

Zoning Board of Appeals
Ms. Elizabeth Quirk, Chair
Town of Sudbury
Flynn Building
278 Old Sudbury Road
Sudbury, MA 01776

Re: Comprehensive Permit Application – The Residences at Johnson Farm

Dear Ms. Quirk:

On behalf of Madison Place Sudbury LLC (the “Applicant”), we are pleased to submit one original and 25 copies of this application and supporting materials for a Comprehensive Permit pursuant to Massachusetts General Laws, Chapter 40B for “The Residences at Johnson Farm,” a multi-family apartment development. Madison Place Sudbury LLC is a limited dividend entity that is an affiliate of Moss Development, Inc.

The Residences at Johnson Farm will be developed as a 120 unit rental apartment community located on an approximately 35.5 acre site at 189 Landham Road. The completion of the development will significantly advance many of the Town’s established affordable housing goals and will provide a variety of local benefits that include:

- Introducing a much-needed housing type by the addition of *rental* units in Sudbury, the most urgent housing need for Sudbury residents identified in the Town’s 2005 Community Housing Plan, which documents the critical shortage of affordable rental options in Sudbury.
- Adding 120 units to the Town’s affordable housing inventory (100% of the units), resulting in a substantial advancement toward the 10% target identified in the Town’s Housing Production Plan.
- Meeting or exceeding the Town’s Guidelines for Comprehensive Permit (40B) Developments. In particular the Project will result in:
 - a low net density of approximately 5.5 units per buildable acre;
 - the preservation of the existing fields and barn along Landham Road with a setback of over 700 feet from the road;
 - the maintenance of ample additional buffers and screening between adjoining uses that generally achieve at least three times the applicable zoning setback requirements;
 - the implementation of “Green Construction” elements and sustainable design measures throughout the development. For instance:

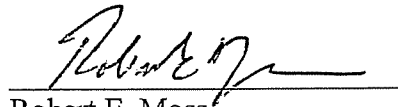
- porous pavement is proposed throughout the site; and
- high-efficiency systems and appliances are proposed within buildings.
- Significant new tax revenue to the Town, in excess of \$250,000 annually (in addition to significant potential building/permit fees), without significant impacts to Sudbury services and infrastructure; and
- The achievement of a high level of local preference, subject to the extent allowable under law and DHCD in order to assist those directly affiliated with Sudbury.

In addition to the application materials identified herein, also enclosed is the Application Filing Fee. The Consultant Fee Deposit can be provided upon the Board's request.

We look forward to reviewing our plan with the Board at an upcoming meeting. I would appreciate being notified at (508) 366-1966 or robertemoss@charter.net as soon as the hearing date on this matter is scheduled. Thank you.

Sincerely,

MADISON PLACE SUDBURY LLC



Robert E. Moss
Manager

Enc. 25 copies of application binder, full-size plans and supporting materials
1 loose copy of 11"x17" plans

cc: Application Binder to the Goodnow Library

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

Town of Sudbury, Massachusetts
ZONING BOARD OF APPEALS

APPLICATION FOR A COMPREHENSIVE PERMIT
UNDER GENERAL LAWS CHAPTE 40B, Sections 20–23

Madison Place Sudbury LLC (the “Applicant”) hereby applies to the Zoning Board of Appeals of the Town of Sudbury, Massachusetts, pursuant to Massachusetts General Laws, Chapter 50B, Sections 20 through 23, as amended (“Chapter 40B”), for the issuance of a Comprehensive Permit authorizing the applicant to construct on the below-referenced premises a 120-unit rental housing community to be called “The Residences at Johnson Farm.” This application and the documents, plans, exhibits and other materials submitted simultaneously herewith, all of which are incorporated herein by reference, contain a complete description of the applicant and the proposed development and constitute the complete application package required to be submitted to the Zoning Board of Appeals pursuant to: (i) Chapter 40B, (ii) the rules, regulations, and guidelines adopted by the Commonwealth of Massachusetts Department of Housing and Community Development with respect to Comprehensive Permits under Chapter 40B, including, but not limited to, the regulations set forth at 760 C.M.R. 56.00 (the “Chapter 40B Regulations”); and (iii) the Town of Sudbury Board of Appeals Supplemental Rules for Comprehensive Permits Pursuant to MGL Ch. 40B, Sections 20–23, adopted March 30, 2009 (the “Supplemental Rules”).

Premises affected: That certain parcel of land with buildings thereon located at 189 Landham Road, Sudbury, Massachusetts, containing 35+ acres of land. The premises are more particularly described in the documents, plans, exhibits, and other materials included in this application.

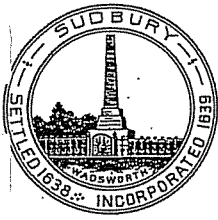
The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

Table of Contents

	<u>Tab Number</u>
Application for Comprehensive Permit	1
List of Preliminary Plans and Drawings	2
Existing Conditions Summary Report	3
Building Tabulations	4
Jurisdictional Documentation	
Proof of Limited-Profit Status (Madison Sudbury Place LLC Certificate of Organization and Operating Agreement)	5.a
Project Eligibility Letter	5.b
Evidence of Site Control (Authorization of Owner and Purchase and Sale Agreement)	5.c
List of Requested Waivers	6
Certified List of Abutters	7
Development Team	8

Provided by Separate Attachment

- I. Preliminary Plans and Drawings
- II. Architectural Plans
- III. Traffic Assessment



Town of Sudbury

Zoning Board of Appeals

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776

<http://www.sudbury.ma.us>
email: appeals@sudbury.ma.us

APPLICATION FOR COMPREHENSIVE PERMIT (Ch. 40B)

Date Filed: August 8, 2011

PART I APPLICANT INFORMATION

Applicant's Name: Madison Place Sudbury LLC

Applicant's Address: 15 Brickyard Lane, Westborough, MA 01581

Applicant's Phone Number: (508) 366-1966 Email Address: robertemoss@charter.net

PART II OWNER INFORMATION

Owner's Name: Johnson Living Trust; Peter Johnson, Trustee

Owner's Address: 189 Landham Road, Sudbury, MA 01776

Owner's Phone Number: (508) 485-5042 Email Address: johnsonp29@aol.com

PART III PROPERTY INFORMATION

Address: 189 Landham Road, Sudbury, MA 01776

Assessors Map No: L10-0500, Size: 35.6+/- acres, Frontage: 422.7'

Zoning District: SRA (Single Residence A)

Applicant's Signature: 

Materials to be submitted with the application are described in detail in the

SUPPLEMENTAL RULES FOR COMPREHENSIVE PERMITS

<http://sudbury.ma.us/documents/dl/4081/Supplemental40BRules070123.doc>

and include:

Preliminary site development plans, Report on existing conditions, Preliminary, scaled, architectural drawings, Tabulation of proposed buildings, Preliminary subdivision and utilities plan, Jurisdictional documentation, Waivers and exceptions requested, Certified List of Abutters, Filing Fee or waiver request

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

List of Preliminary Plans and Drawings

In accordance with Sections 3.2.1 and 3.2.6 of the Supplemental Rules and Section 56.05(2)(a) and (f) of the Chapter 40B Regulations, the following preliminary plans and drawings have been provided (the “Comprehensive Permit Preliminary Site Plan”) by separate attachment, and such plans are incorporated into and made a part of this application:

- Topographic Plan of Land
- Existing Conditions Plan
- Layout Plan
- Grading and Drainage Plan
- Utility Plan
- Master Landscape Plan
- Landscape Plans

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

Report on Existing Conditions

In accordance with Section 3.2.2 of the Supplemental Rules and Section 56.05(2)(b) of the Chapter 40B Regulations, a report and summary of existing conditions on the site and in the surrounding area is provided herein.

The Residences at Johnson Farm -- Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
Existing Conditions Summary Report

Pursuant to Section 3.2.2 of the Town of Sudbury's Supplemental Rules for Comprehensive Permits, this report summarizes the following existing conditions at the site, located at 189 Landham Road in Sudbury (the "Site"), as further documented in the preliminary site development plans (the "Preliminary Site Plans):

1. Topography and elevations
2. Zoning district(s)
3. Existing buildings
4. Driveways and streets
5. Existing septic system(s)
6. Wetlands, waterbodies and other natural features
7. Character of surroundings and open areas
8. Traffic patterns

1. *Topography and elevations:*

Topography and elevations on the 37-acre Site and surrounding area are shown on the Existing Conditions Plans, Sheets 2 through 5 of the Preliminary Site Plans. The Site elevations are based on the North American Vertical Datum of 1988 (NAVD 88). Change in elevation is approximately 15 feet over the entire Site, ranging from elevation 135 feet +/- in the southeast corner to 120 feet +/- in the northwest corner.

2. *Zoning district(s)*

The Site is located in the Single Residence "A" Zoning District (A-Res.) as shown on the Town of Sudbury Zoning Map, as incorporated within the Town of Sudbury Zoning Bylaw.

3. *Existing buildings*

As shown on Existing Conditions Plan, Sheet 2 of the Preliminary Site Plans, approximately 15 to 20 percent of the Site is developed land containing a farmhouse, garage, shed, stable, barn and fields. The house is currently vacant and is connected to town water service, an on-site septic system and heated by fuel oil. In addition to the stable and garage, a barn is located to the northwest of the house and is used to store farm equipment and other items.

4. *Driveways and streets*

As shown on Existing Conditions Plan, Sheet 2 of the Preliminary Site Plans, a paved driveway leads from Landham Road to the two-car garage adjacent to the existing farmhouse, located in the southeast portion of the Site. Also shown on this plan, an unimproved cart road extends in an east/west direction through the Site, from Landham Road, crossing over the culverted brook on the Site. Landham Road forms the easterly 422.7 feet of Site frontage, with a curb cut leading to the Cart Road located south of Brookside Farm Lane.

**The Residences at Johnson Farm -- Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
Existing Conditions Summary Report**

5. Existing septic system(s)

As noted above, there exists an on-site septic system associated with the existing farmhouse, located off of Landham Road on the southeast portion of the Site. The septic system leaching field is located northwest of the house.

6. Wetlands, waterbodies and other natural features

The majority of the Site is undeveloped and consists of a relatively young stand of forest. Dominant tree species are red maple (*Acer rubrum*) located primarily in wetlands, and eastern white pine (*Pinus strobus*) located primarily in non-wetlands. The front (eastern) portion contains early successional abandoned field, as well as a single family house with associated out buildings and lawn. The site is relatively flat, with sandy soils which are particularly enriched within wetland areas. A natural gas easement that crosses the Site was recently cut over, apparently as part of regular gas main easement management.

Wetland Resource Areas were delineated in August, 2008 by EcoTec Inc. under the Sudbury Wetlands Protection Bylaw, the Massachusetts Wetlands Protection Act (M.G.L. Ch. 131, § 40; the "Act") and its implementing regulations (310 CMR 10.00 *et seq.*; the "Regulations"); and the U.S. Clean Water Act (i.e., Section 404 and 401 wetlands). Two north-flowing mapped perennial streams are located on or near the Site. The easterly stream bisects the eastern portion of the property within a generally 4 to 8 foot wide channel with a sandy substrate and earthen Banks. The westerly mapped perennial stream is located on the adjacent Sudbury Valley Trustees property. Several segments of intermittent stream ("Type II" streams as designated under the Sudbury Wetlands Bylaw) are also located on the site. The Site contains the following Wetland Resource Areas as defined under state and/or local wetland regulations:

- Riverfront Area: Land within 200 feet of a perennial stream (on or off site);
- Land Under Water Body or Waterway: Land under a perennial stream;
- Bank: Feature defining perennial or intermittent streams;
- Bordering Vegetated Wetland ("BVW"): Area touching a perennial or intermittent stream containing a predominance of wetland indicator plants and saturated conditions near the ground surface for a significant portion of the growing season;
- Isolated Vegetated Wetland: Similar to BVW, but not bordering a stream;
- Vernal Pool: Seasonal fishless ponding area that provides breeding habitat for certain amphibian species and other animals.

On December 31, 2009 the Sudbury Conservation Commission issued an Order of Resource Area Delineation ("ORAD") affirming the wetland boundaries as shown on the Preliminary Site Plans.

Based upon a review of the current *Massachusetts Natural Heritage Atlas*, 13th edition, Priority Habitats and Estimated Habitats, there are no Estimated Habitats (for use under wetland

The Residences at Johnson Farm -- Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
Existing Conditions Summary Report

regulations) or Priority Habitats [for use with Massachusetts Endangered Species Act (M.G.L. Ch. 131A; "MESA")] on the Site.

7. *Character of surroundings and open areas*

The surrounding area is principally comprised of single family residences to the northeast, south and east of the Site along Landham Road and of undeveloped land to the west and north. The undeveloped adjoining wooded areas to the west and northwest are owned by the Sudbury Valley Trustee. Regionally, topography is relatively flat with a slight overall slope to the north and gentle localized slopes toward the two mapped perennial streams noted in Section 6, above. These two streams have northerly flows, and are tributary to Hop Brook. Hop Brook flows east to the Sudbury River, which is approximately 2 miles from the Site. Additionally, schools and houses of worship are located within ½ mile radius from the Site. A park and recreation field, public library, and shopping are also located nearby within a mile to a mile and a half from the Site.

8. *Traffic patterns*

The Site frontage runs along Landham Road. Landham Road is a rural minor collector road with a pavement width of 26 feet and has one 11-foot lane and a 2-foot shoulder in each direction. Landham Road is under local jurisdiction (Town Road) and the daily traffic volume is approximately 10,700 vehicles per day. The closest major intersection to the site is at Route 20 with Landham Road. This is an unsignalized intersection located approximately ½ mile north of the Site. Directly across the street from the site is Brookside Farm Road, a residential cul-de-sac of single family homes. Traffic patterns and volumes are further detailed in the traffic report provided in connection with the Comprehensive Permit application.

NOTE: The above discussion is for existing traffic patterns. A traffic report is currently being completed by Tetra Tech to discuss proposed conditions. Traffic counts referenced are from April of 2011.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

Building Tabulations

In accordance with Section 3.2.4 of the Supplemental Rules and Section 56.05(2)(d) of the Chapter 40B Regulations, a tabulation of proposed buildings by type, size (number of bedrooms, floor area) and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, by parking and other paved vehicular areas, and by open areas, is provided herein.

**The Residences at Johnson Farm
189 Landham Road, Sudbury
Application for Comprehensive Permit**

The following tabulation is provided in accordance with Section 3.2.4 of the Town of Sudbury's Supplemental Rules for Comprehensive Permit:

Tabulation of Proposed Buildings	
a. Type of building	3-story wood frame
b. Number of buildings	10 residential buildings 7 garage structures 1 office building
c. Building Areas	Residential bldgs: 136,000 sf gross floor area Garage structures: 6,336 sf Office building: 750 sf Total building area: 143,086 square feet
d. Number and size of units	(60) 1 bedroom units; 993 sf each (60) 2 bedroom units; 1,324 sf each
e. Building coverage (s.f. area and as % of lot)	59,882 sf (3.9%)
f. Parking/drives coverage (s.f. area and as % of lot)	Impervious pavement: 0 sf Porous pavement: 89,622 sf Total: 89,622 sf (5.8%)
g. Other coverage, e.g., concrete pads, sidewalks, patio areas (s.f. area and as % of lot)	Impervious conc. waste/recycle pad: 400 sf Porous paved walks: 9,658 sf Pervious paver sidewalks, patios: 6,763 sf Total: 16,821 sf (1.1%)
h. Open space (s.f. area and as % of lot)	1,377,508 sf (89.2%)
i. Total impervious area on lot(s.f. area and as % of lot)	166,325 sf (10.8%) (inclusive of porous pavement and pervious paver areas)

% coverage calculations based on total lot size of 1,543,833 sf (35.44 acres)

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

Jurisdictional Documentation

In accordance with Section 3.2.7 of the Supplemental Rules and Section 56.04(1) of the Chapter 40B Regulations, the documents listed below are provided herein as evidence of the eligibility of the Applicant, as an affiliate of Moss Development, Inc., to submit an application for a Comprehensive Permit. The Applicant was organized on June 9, 2011, as a limited dividend entity. Attached in this tab are the corporate documents for the Applicant that demonstrate its limited dividend status.

a. Proof of Limited-Profit Status

- Madison Place Sudbury LLC Certificate of Organization
- Madison Place Sudbury LLC Operating Agreement

b. Project Eligibility Letter

c. Evidence of Site Control

- Authorization of Owner
- Purchase and Sale Agreement
- Assignment and Assumption of Purchase and Sale Agreement

MADISON PLACE SUDBURY LLC
CERTIFICATE OF ORGANIZATION


Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby certifies as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") is Madison Place Sudbury LLC.
2. Office of the Limited Liability Company. The address of the office of the LLC in the Commonwealth required to be maintained by Section 5 of the Act is 15 Brickyard Lane, Westborough, MA 01581.
3. Business of the LLC. The general character of the business of the LLC is to acquire, develop, construct, rehabilitate, improve, maintain, finance, manage, operate, lease, sell, convey, assign, mortgage and otherwise deal with real estate, whether directly or indirectly, through one or more business trusts, partnerships, limited liability companies or other entities, and to carry on any related or unrelated lawful business, trade, purpose or activity.
4. Date of Dissolution. The LLC is to have no specific date of dissolution.
5. Agent for Service of Process. The name and address of the resident agent for service of process for the LLC is Robert E. Moss, 15 Brickyard Lane, Westborough, MA 01581.
6. Manager. At the time of formation of the LLC, the manager of the LLC is Robert E. Moss.
7. Execution of Documents. Robert E. Moss is authorized to execute any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.
8. Execution of Documents Relating to Real Property. Robert E. Moss is authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true this 9th day of June, 2011.

Eleanor Coleman
Eleanor Coleman, Authorized Person

The undersigned resident agent of the above limited liability company, consents to its appointment as resident agent pursuant to G.L. c 156C § 12.

By: 
Name: Robert E. Masj
Title: Manager

June 7, 2011

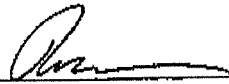
Secretary of Commonwealth of Massachusetts
Corporations Division

Dear Sir or Madam:

The undersigned hereby consents to the use of the names "Madison Place Southborough LLC" and "Madison Place Sudbury LLC" by limited liability companies to be formed in the Commonwealth.

MADISON PLACE LLC,
a Massachusetts limited liability company

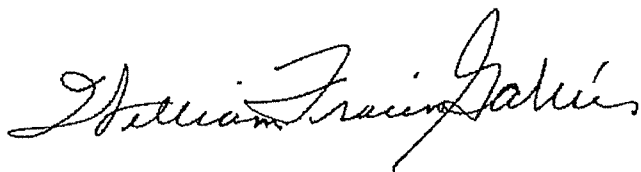
By:


Robert E. Moss, Manager

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 09, 2011 01:48 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MADISON PLACE SUDBURY LLC

OPERATING AGREEMENT

This OPERATING AGREEMENT (the "Agreement") is made and entered into as of the 9th day of June, 2011, by and between Robert E. Moss, in his capacity as the Manager, and Robert E. Moss in his capacity as the sole Member.

RECITALS

WHEREAS, Madison Place Sudbury LLC (the "LLC") was formed by filing a Certificate of Organization (the "Certificate") with the Secretary of State of the Commonwealth of Massachusetts on June 9, 2011;

WHEREAS, prior to the date of this Agreement, there has been no written agreement as to the conduct of the business and affairs of the LLC; and

WHEREAS, the sole Member and the Manager wish to set out fully their respective rights, obligations, and duties with respect to the assets of the LLC;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the sole Member and the Manager enter into this Agreement and hereby agree that the LLC shall be operated in accordance with the provisions of this Agreement, under and pursuant to the LLC Act, as follows:

ARTICLE I
FORMATION OF THE LLC

1.1 Formation; Filings.

(a) The Member and the Manager hereby ratify the act of Eleanor Coleman as an "authorized person" within the meaning of the LLC Act, in executing and filing the Certificate. Upon the filing of the Certificate with the Secretary of State of the Commonwealth of Massachusetts, the powers of Eleanor Coleman as an "authorized person" ceased. The Manager shall file or cause to be filed any amendments and/or restatements to the Certificate and such filings in other jurisdictions in which the LLC conducts business as may be necessary or desirable, and may from time to time authorize, orally or in writing, on behalf of the Manager, the Member, and/or the LLC, any other Person or Persons to execute and/or file any such amendments, restatements, and any other documents or filings necessary or desirable in order to comply with any requirements of the LLC Act or the laws of any jurisdiction in which the LLC conducts business.

(b) Unless prohibited by the LLC Act or other applicable law, the provisions of this Agreement shall govern the rights and obligations of the parties hereunder.

1.2 Name. The name of the LLC shall be Madison Place Sudbury LLC provided that the Manager may elect to have the LLC transact business in other names in those jurisdictions where the Manager deems it necessary or desirable for purposes of complying with the requirements of local law, and may otherwise change the name of the LLC as the Manager, in its sole discretion, may determine, without the vote or approval of any other Person, subject to compliance with the LLC Act.

1.3 LLC Offices; Agent for Service of Process. At the time of execution of this Agreement, the address of the registered office of the LLC in the Commonwealth of Massachusetts and the name and address of the registered agent for service of process on the LLC in the Commonwealth of Massachusetts is Robert E. Moss, 15 Brickyard Lane, Westborough, Massachusetts. The Manager may from time to time change the registered agent for service of process on the LLC and the location of the LLC's registered office within the Commonwealth of Massachusetts. The LLC may establish places of business within and without the Commonwealth of Massachusetts as and when required by its business and in furtherance of its purpose set forth in Section 2.1 hereof and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business.

1.4 Term. The term of the LLC shall be perpetual, unless sooner terminated in accordance with the provisions of this Agreement.

1.5 Title to the LLC Property. All property of the LLC shall be held in the name of the LLC or such nominees or trusts for the sole benefit of the LLC as the Manager may designate. All property owned by the LLC, whether real or personal, tangible or intangible, shall be owned by the LLC as a separate legal entity, distinct from the Member, and the Member, individually, shall not own any such property or hold any undivided interest therein. The interest of the Member in the LLC is personal property.

1.6 Definitions and Incorporation. Defined terms used in this Agreement, if not defined in the body hereof, are set forth in Article IX below. The schedules attached to this Agreement are incorporated herein by this reference.

1.7 Appointment, Resignation, and Removal of Managers. Robert E. Moss is hereby appointed as the Manager of the LLC. A Manager may resign at any time by giving prior written notice to the Member. Any such resignation shall take effect at the time specified in such notice, or, if the time is not so specified, thirty (30) days after the receipt of such notice, and unless otherwise specified in such notice, acceptance of such resignation shall not be necessary to make it effective. The Member may remove a Manager from office, with or without cause. Upon the resignation or removal of a Manager as set forth above, or at any other time, the Member may designate one (1) or more replacement or additional Managers.

ARTICLE II PURPOSES; POWERS

2.1 Purpose and Powers of the LLC. The sole purpose of the LLC shall be to acquire, develop, construct, improve, maintain, operate, lease, finance and otherwise deal with a multi-family residential development initially to be known as The Residences at Johnson Farm and located on the Land (the "Project"). To the extent that the Project is developed in accordance with the terms of Massachusetts General Laws, Chapter 40B, §§20-23 and its implementing regulations as the same may be amended from time to time, the Development shall be governed by, inter alia, the terms of the so-called Comprehensive Permit for the Project and a Regulatory Agreement to be entered into with the subsidizing agency for the Project in accordance with the requirements of such subsidizing agency and all applicable law.

In furtherance of its purpose (but subject, however, to all other provisions of this Agreement) and without limiting in any way the powers conferred upon the LLC under the LLC Act, the LLC is hereby authorized directly or indirectly:

(a) To acquire (by purchase, lease, or otherwise), own, develop, construct, rehabilitate, renovate, improve, finance, manage, operate, maintain, lease, sell, convey, assign, mortgage, dispose of, and otherwise invest in and deal with any real or personal property necessary, convenient, or incidental to the accomplishment of the purpose of the LLC;

(b) To borrow money, secured or unsecured, and issue evidences of indebtedness in furtherance of the purpose of the LLC, including, without limitation, construction and permanent financing of the Project, and to secure the same by mortgages, pledges, or other liens on the Property;

(c) To guarantee the indebtedness and obligations of others where appropriate in furtherance of the purpose of the LLC;

(d) To repay in whole or in part, refinance, recast, increase, modify, or extend any indebtedness affecting the Property and in connection therewith to execute any extensions, renewals, or modifications of any mortgage, pledge, lease, lien, or encumbrance affecting the Property;

(e) To enter into, modify, extend, or amend leases of the whole or any portion of the Project, including ground leases and/or leases with Affiliates, and leases containing one or more options or extensions, or option(s) to purchase the Project (or any portion thereof subject to any such lease);

(f) To enter into, modify, amend, supplement, perform, and carry out contracts of any kind, including contracts with Affiliates, necessary to, in connection with, or incidental to the accomplishment of the purpose of the LLC and the rehabilitation, development, improvement,

maintenance, management, and operation of the Project or otherwise required in connection with the Property, including contracts for the sale of all or portions of the Project;

(g) To adjust, compromise, and/or settle any and all obligations of, and claims made against, the LLC or the Property;

(h) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purpose of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts;

(i) To enter into, modify, and amend on behalf of the LLC (i) easements, rights of way, utility, and other agreements appropriate for the development of any portion of the Project or any real estate managed, leased, or developed by the LLC from time to time; (ii) easements, cross-easements, rights of way, and other agreements required to permit access over, through, and across any portion of the Project or any real estate managed, leased, or developed by the LLC from time to time; and (iii) other agreements or arrangements in connection with the development and operation of any portion of the Project and any improvements constructed thereon or any real estate managed, leased, or developed by the LLC from time to time;

(j) To own stock in corporations, business trusts, and realty trusts, and to enter into joint ventures, partnerships (general or limited and whether as a general or limited partner or both), and other arrangements with third parties for purposes consistent with the purpose of the LLC;

(k) To invest any funds of the LLC and open, maintain, and close accounts with one or more banks or other financial institutions; and

(l) To distribute and/or sell all or portions of any interests in corporations, business trusts, realty trusts, joint ventures, limited liability companies, and/or partnerships (general or limited and whether as a general or limited partner or both) that have been created by and are owned in whole or in part by the LLC.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Member's Capital in the LLC.

(a) The Member hereby makes a Capital Contribution to the LLC consisting of all of its right, title, and interest in and to all options, work in progress, leases, and other rights and agreements with respect to the Project.

(b) Except as set forth in this Article III, no Member shall be entitled, obligated, or required to make any capital contribution in addition to its Capital Contribution under Section 3.1(a), or any loan, to the LLC. No loan made to the LLC by any Member shall constitute a Capital Contribution to the LLC for any purpose.

3.2 Limitation of Liability. No Member or Manager shall have any liability to restore any negative balance in his, her, or its capital account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the LLC Act or other applicable law. Each Member's and Manager's liability shall be limited as set forth in this Agreement, the LLC Act, and other applicable law, and in all events no Member shall be liable, as a Member, for any indebtedness, liabilities, or other obligations of the LLC, whether arising in contract, tort, or otherwise, and all such debts, liabilities, or other obligations shall be obligations solely of the LLC. The failure of the LLC and/or the Manager and/or the Member to observe any formalities or requirements relating to the exercise of the powers or management of the LLC's business or affairs under this Agreement or the LLC Act shall not be grounds for imposing personal liability on the Member or the Manager for any liabilities or other obligations of the LLC.

3.3 Third-Party Liabilities. The provisions of this Article III are not intended to be for the benefit of any creditor or other person (other than a Member in its capacity as a Member) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability, or obligation (or otherwise) against the LLC or any Member, and no Member in its capacity as a Member shall be liable to third parties for any debts, liabilities, or obligations of the LLC.

ARTICLE IV MANAGEMENT

4.1 Management.

(a) The management of, and all decisions as to, the LLC and its affairs shall be vested in the Manager. All management and other responsibilities not specifically reserved to the Member in this Agreement shall be vested in the Manager, and the Member shall have no right to participate in any approval, consent, or other decision making except as specifically provided in this Agreement. The Manager shall devote, and shall cause its managers, officers, and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the Manager of its duties, provided such Persons shall not be required to devote full time to such affairs.

(b) The affirmative consent or action (regardless of whether written, oral, or by course of conduct) of the Manager on behalf of the LLC or the execution of any document by the Manager on behalf of the LLC, regardless of whether such matter is for the purpose of apparently

carrying on in the usual way the business or affairs of the LLC, or as to any extraordinary matter as to the LLC, shall constitute all the requisite action necessary for purposes of authorizing and binding, and shall be the valid and authorizing action of and shall bind, the LLC as against all third parties for purposes of this Agreement and the LLC Act, and no person dealing with the LLC shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the LLC. The Manager shall have the power and authority, without any further act, vote, or approval of any other Person, to execute any and all documents, agreements, certificates, or other instruments and otherwise to bind the LLC as to any matter or act involving the LLC.

(c) The Manager shall have the power to appoint Persons to act as agents for the LLC with such titles as the Manager deems appropriate and to delegate to such agents such of the powers as are granted to the Manager hereunder, including the power to execute documents on behalf of the LLC, all as the Manager may in its sole discretion determine, provided any such appointment shall be in writing and provided, further, that no such appointment shall cause a Manager to cease to be a Manager of the LLC within the meaning of the LLC Act or this Agreement or restrict the ability of a Manager to exercise the powers so delegated. The agents so appointed may be referred to as officers and may include Persons holding titles such as President, Vice President, Treasurer, Assistant Treasurer, Secretary, or Assistant Secretary. Unless the authority of the Person designated as an officer in question is limited in the document appointing such officer, any officer so appointed shall have the same authority to act for the LLC, subject to the terms of this Agreement, as a corresponding officer of a Massachusetts corporation would have to act for a Massachusetts corporation. Such agents and/or other agents of the LLC may be terminated and/or appointed at any time by the Manager, and the Manager may specify the duties delegated to any agent(s) from time to time.

(d) Intentionally deleted.

(e) Any Person dealing with the LLC or the Manager may rely on a certificate signed by the Manager:

(i) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the LLC or are in any other manner germane to the affairs of the LLC;

(ii) as to who is authorized to execute and deliver any instrument or document on behalf of the LLC, and as to whether any approval, consent, or other action is necessary under this Agreement and/or as to whether any such action or consent has been obtained;

(iii) as to the authenticity of any copy of the Certificate, and as to the status of this Agreement and amendments hereto; or

(iv) as to any act or failure to act by the LLC or as to any other matter whatsoever involving the LLC or the Manager.

4.2 Compensation.

(a) The Manager and each appointed officer or other agent shall be entitled to reimbursement from the LLC for all third-party expenses incurred by such Person in managing and conducting the business and affairs of, and otherwise acting on behalf of, the LLC. The Manager shall determine which expenses, if any, are reimbursable or otherwise allocable to the LLC in a manner which is fair and reasonable to the Manager and/or officer or other agent and the LLC, and if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

(b) Except as may be expressly provided for herein, or as may be hereafter approved by the Manager, no payment shall be made by the LLC to any Member for such Member's services to the LLC.

4.3 Duty of Care; Indemnification.

(a) No Member, Manager, agent, or officer of the LLC, and no Affiliate of any of them, shall have any fiduciary duty to the LLC or to any of the others of them. No Member, Manager, agent, or officer of the LLC, and no Affiliate of any of them, shall be liable, responsible or accountable in damages or otherwise to the LLC or to any of the others of them for (i) any act performed in good faith within the scope of the authority conferred by this Agreement, (ii) any good faith failure or refusal to perform any act except those required by the terms of this Agreement, or (iii) any performance or failure or refusal to perform any act in reliance on the advice of Accountants or legal counsel for the LLC; provided, however, that each Member, Manager, agent, and officer of the LLC shall nevertheless be liable in all events for his, her, or its own fraud, gross negligence, willful misconduct, or (in the case of a Member or a Manager) breach of this Agreement. More specifically, and without limitation of the foregoing, no Member, Manager, agent, or officer of the LLC shall be required to take any action (including the filing of a bankruptcy or reorganization petition or any other action in connection with any bankruptcy, reorganization, or similar proceeding) if such action would be likely to result in personal liability for such Member, Manager, agent, or officer of the LLC, or any Affiliate thereof, for any indebtedness, liabilities, or other obligations of the LLC or its subsidiaries or Affiliates (including liability under a so-called non-recourse carve-out guarantee). Each Member and Manager hereby agrees that he, she, or it will not, and those claiming by, through, or under any of them will not, bring any claim alleging a violation of the duty of good faith and fair dealing based on the failure of any Member, Manager, agent, or officer of the LLC to take any such action.

(b) In discharging their duties, the Member, Manager, agents, and officers of the LLC shall be fully protected in relying in good faith upon the records required to be maintained under Section 6.1 and upon such information, opinions, reports, or statements by any Person, as to matters the Member, Manager, agent, or officer reasonably believes are within such Person's professional or expert competence and who has been identified with reasonable care by a Member, Manager, agent, or officer, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the LLC or any other facts pertinent to the existence and amount of assets from which distributions to Members might

properly be paid. Any repeal or amendment of this Section 4.3 shall be prospective only and shall not adversely affect any limitation on the liability of any Person existing at the time of such repeal or amendment. In addition to the circumstances in which a Person is not liable as set forth in this Section 4.3, any such Person shall not be liable to the fullest extent permitted by any provision of the laws of the Commonwealth of Massachusetts previously or hereafter enacted that further limits the liability of a Person serving in the capacity stated.

(c) To the fullest extent permitted by law, the LLC shall indemnify, defend, and save harmless each Member, Manager, agent, and officer of the LLC, and each of the respective agents, officers, partners, managers, members, employees, representatives, directors, and shareholders of any of the foregoing, from any loss, cost, damage, fee (including without limitation, legal and expert witness fees and costs), or expense incurred by reason of (i) such party's status as such Member, Manager, agent, officer, partner, manager, member, employee, representative, director, or shareholder, (ii) any act performed in good faith within the scope of the authority conferred by this Agreement, (iii) any good faith failure or refusal to perform any act except those required by the terms of this Agreement, or (iv) any performance or omission to perform any act based upon reasonable good faith reliance on the advice of Accountants or legal counsel for the LLC, provided that no indemnification shall be given with respect to acts or omissions that constitute fraud, gross negligence, willful misconduct, or breach of this Agreement.

4.4 Reservation of Other Business Opportunities. No business opportunities other than those from time to time engaged in by the LLC shall be deemed the property of the LLC, and the Member, the Manager, and their Affiliates may engage in or possess an interest in any other business venture of any nature or description, independently or with others, even if such transaction may be considered to be competitive with, or a business opportunity that may be beneficial to, the LLC, it being expressly understood that the Member, the Manager, and their Affiliates may be entering into transactions that are similar to the transactions into which the LLC may enter. The LLC shall not have any right, by virtue of this Agreement or at law or equity or otherwise, to share or participate in any such transaction of the Member, the Manager, or any of their Affiliates or to the income, profits, or proceeds derived therefrom. The Member, the Manager, and their Affiliates shall not incur any liability to the LLC as a result of engaging in any other business venture.

ARTICLE V DISTRIBUTIONS; PROFITS AND LOSSES

5.1 Distribution of Funds; Profits and Losses. So long as there is only one Member of the LLC: (a) the LLC will be a "disregarded entity" under the Code and under applicable state and local law; (b) the LLC will not elect to be treated as an association taxable as a corporation; and (c) the LLC will take all action, if any, as is necessary under the Code to maintain its status as a "disregarded entity." Consequently, so long as there is only one Member, all cash distributions, profits, losses, and credits, and all items of income, gain, deduction, and loss of the LLC shall be considered earned or incurred, as the case may be, directly by the Member. In the event the LLC admits another Person as an additional Member, this Agreement shall be

appropriately amended to reflect the LLC's status as a partnership for tax purposes. Notwithstanding the foregoing, distributions to members of the LLC shall be subject to the limitations set forth in the Regulatory Agreement with the subsidizing agency for the Project, as the same may be amended from time to time.

ARTICLE VI FISCAL MATTERS

6.1 Books and Records. The Manager will keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the Member under the LLC Act, at the principal office of the LLC for examination by the Member, or its duly-authorized representatives, at any and all reasonable times.

ARTICLE VII DISSOLUTION AND TERMINATION

7.1 Events Causing Dissolution. The LLC shall only be dissolved and its affairs wound up upon:

- (a) the sale or other disposition of all or substantially all of the real property of the LLC, except that, if after such sale or disposition the Property includes an installment obligation, then the LLC is not dissolved under this Section 7.1(a) until such installment obligation is fully paid; or
- (b) the election to dissolve the LLC made in writing by the Member; or
- (c) the entry of a decree of judicial dissolution under Section 44 of the LLC Act.

Notwithstanding any other provisions of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the LLC and, upon the occurrence of such an event, the LLC shall continue without dissolution.

7.2 Procedures on Dissolution.

(a) Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the LLC's Certificate shall have been cancelled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager, or if there is no Manager, a liquidator designated by the Member, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement, and cause the cancellation of the LLC's Certificate. The existence of the LLC as a

separate legal entity shall continue until cancellation of the Certificate as provided in the LLC Act.

(b) Notwithstanding anything to the contrary in this Agreement, upon a liquidation, within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if the Member has a deficit capital account (after giving effect to all contributions, distributions, allocations, and other capital account adjustments for all taxable years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of the Member's capital account shall not be considered a debt owed by the Member to the LLC or to any other Person for any purpose whatsoever, and shall not be considered an asset of the LLC.

ARTICLE VIII GENERAL PROVISIONS

8.1 Notices. All notices and other communications required or permitted to be given hereunder must be sent: (a) by United States certified mail, postage fully prepaid, return receipt requested; (b) by hand delivery; (c) by Federal Express or a similar internationally recognized overnight courier service; or (d) by facsimile or electronic mail (effective upon confirmation of transmission or upon receipt by sender of a reply electronic mailing evidencing receipt, respectively, provided in either case that an additional copy of such notice is sent within one (1) business day thereafter by one of the methods described in clauses (a) or (c) above). All notices and other communications required or permitted hereunder shall be deemed effectively given upon personal delivery or receipt, and shall be addressed: (x) if to the Member or the Manager, at the address of the Member or Manager set forth in the records of the LLC; (y) if to the LLC, at its registered office maintained pursuant to Section 1.3; and (z) in the case of any of the foregoing, at such other address as may be known to the sender as the principal address of the recipient.

8.2 Word Meanings. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

8.3 Binding Effect; Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective permitted heirs, legal representatives, successors, and assigns.

8.4 Applicable Law. This Agreement, and the application and interpretation hereof, shall be governed (without regard to conflicts of law rules) exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically by the LLC Act.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.6 Severability; Waivers. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, except to the extent such continued validity would be clearly contrary to the intent of this Agreement assuming the entire Agreement were fully valid. The waiver of any of the provisions, terms, or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms, or conditions hereof.

8.7 Headings. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

8.8 Entire Agreement; Amendments. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except by the written act of the Member. An agreement of merger or consolidation or a plan of merger shall not effect any amendment to this Agreement or effect the adoption of a new limited liability company agreement of the LLC unless it is adopted in accordance with the provisions of this Agreement governing amendment to this Agreement.

8.9 Survival of Certain Provisions. It is acknowledged and agreed that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, without limitation, the provisions of Section 4.3(c), and that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the parties hereto shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 8.9 and to specific nonsurviving provisions.

ARTICLE IX DEFINITIONS

The following defined terms used in this Agreement shall have the meanings specified below:

“Accountants” means such firm of independent certified public accountants as may be engaged by the Manager.

“Affiliate” means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (ii) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person; (iii)

any officer, director, manager, member, or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, member, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” means this Agreement, as it may be further amended from time to time in accordance with Section 8.8 hereof or as otherwise specifically provided herein.

“Bankruptcy” means any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for himself under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of himself or of all or any substantial part of his properties or his interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment, or decree); or

(b) If a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree; or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof; or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his properties or his interest in the LLC shall be appointed without the consent or acquiescence of said Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Capital Contribution” means the amount of cash and the agreed value of any other property contributed to the LLC by a Member in accordance with the applicable provisions of this Agreement.

“Certificate” has the meaning given in the recitals to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

“Entity” means any partnership, limited liability company, corporation, trust, cooperative, or association, or any other incorporated or unincorporated entity or association organized or existing under any state, federal or foreign law.

“Land” means the real property identified in Schedule I, which is hereby made a part hereof and incorporated herein.

“LLC” has the meaning given in the recitals to this Agreement.

“LLC Act” means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of the Commonwealth of Massachusetts, as it may be amended from time to time.

“Manager” shall refer to the Person named as the Manager in this Agreement and any other Person who becomes an additional, substitute, or replacement Manager as permitted by this Agreement, in such Person’s capacity as a Manager of the LLC. “Managers” shall refer collectively to the Persons named as Managers in this Agreement and any other Persons who become Managers as permitted by this Agreement.

“Member” shall refer to the Person named as the Member in this Agreement and any Person who becomes a Member as permitted by this Agreement. “Members” shall refer collectively to the Person named as the Member in this Agreement and any Persons who become Members as permitted by this Agreement.

“Person” means any individual or Entity.

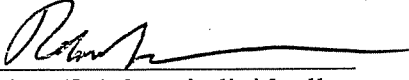
“Project” has the meaning given in Section 2.1 of this Agreement.

“Property” means all of the assets owned or held by the LLC from time to time, including the Project.

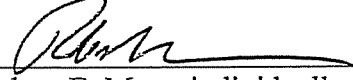
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IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement of Madison Place Sudbury LLC as of the date first above written.

MANAGER:


Robert E. Moss, individually

MEMBER:


Robert E. Moss, individually

SCHEDULE I

to

Madison Place Sudbury LLC
Limited Liability Company Agreement

Legal Description

A parcel of land with buildings thereon located at 189 Landham Road, Sudbury, Massachusetts, containing 35+ acres of land as shown on a deed attached hereto as Exhibit A, being recorded in the South Middlesex Registry of Deeds in Book 50399, Page 398.

D3



Bk: 50399 Pg: 398 Doc: DEED
Page: 1 of 3 11/28/2007 03:49 PM

3 Pages

Return to: Law Offices of James A. Miller
108 Grove Street
Worcester, MA 01605

EA, /m

MASSACHUSETTS QUITCLAIM DEED

I, Marian C. Johnson, surviving spouse, of Sudbury, Middlesex County, Massachusetts for consideration paid in the amount of One Dollar (\$1.00) grant to Marian Johnson and Peter C. Johnson, Trustees of the Johnson Living Trust, u/a dated September 10, 2007, an unrecorded Trust, which a Certificate of Trust is recorded herewith in Book _____, Page _____ and said Trustees for notice purposes respectively being of 189 Landham Road, Sudbury, Massachusetts 01776 and 29 Morrissey Road, Marlborough, Massachusetts 01752

with quitclaim covenants

The land in Sudbury, said County and Commonwealth, with the buildings thereon, bounded:

- Easterly by Landham Road, four hundred twenty-five (425) feet;
- Southerly by land formerly of Nahum Goodnow, and now or formerly of Mary R. Cutler, by two courses, eight hundred twenty-six (826) feet, and one thousand seventeen (1017) feet;
- Westerly by land formerly of Martin Goodnow, and now or formerly of Edward J. Lyons, by five courses: two hundred seventy-five and 6/10 (275.6) feet; one hundred sixty (160) feet; two hundred ninety-three (293) feet; one hundred sixty-five (165) feet; and one hundred eighty-one and 5/10 (181.5) feet;
- Northerly by land of said Edward J. Lyons and land formerly of Goodnow twelve hundred forty-seven and 5/10 (1247.5) feet;
- Easterly again by land now or formerly of C.R. Poole, four hundred seventy (470) feet;
- Northerly again by land of said C.R. Poole, four hundred sixty (460) feet.

Containing 37.10 acres, more or less, and being shown on plan entitled "Plan of Land to be conveyed to John E. Johnson et ux, Sudbury, Mass. Scale 1" = 100' Oct. 30, 1954, Compiled by E.W. Pettigrew, Surveyor".


189 Landham Road, Sudbury, MA

Being a portion of the premises conveyed to John E. Johnson and Marian C. Johnson by Helen A. Tozier recorded in Middlesex South Registry of Deeds in Book 8388, Page 234. The other parcel of land was transferred to Frederick F. McCarthy by deed dated December 29, 1998 recorded in Middlesex South District Registry of Deeds in Book 29590, Page 587. John E. Johnson died January 6, 2007, see Death Certificate recorded herewith.

The consideration for this transfer being One Dollar (\$1.00), no transfer stamps need be attached.

Eugene C. Basso
Attest Middlesex S. Register

Witness my hand and seal this 10th day of September, 2007.

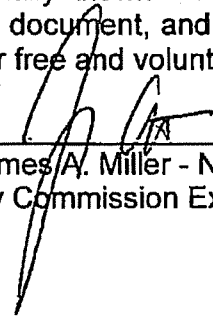

Marian C. Johnson

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

September 10, 2007

On the above date, before me, the undersigned notary public, personally appeared Marian C. Johnson, personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me her signature on the foregoing instrument to be her free and voluntary act.


James A. Miller - Notary Public
My Commission Expires: November 28, 2008


Attest Middlesex S. Register



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

Tel: 617.854.1000 | Fax: 617.854.1091
Vp: 866.758.1435 | www.masshousing.com

January 20, 2011

VIA CERTIFIED MAIL

Mr. Robert E. Moss, President
Moss Development, Inc.
15 Brickyard Lane
Westborough, MA 01581

RE: **The Residences at Johnson Farm (#SA-10-001)**
Sudbury, MA 01776
Project Eligibility (Site Approval) Application

Dear Mr. Moss:

This letter is in response to your application as "Applicant" or "Developer" for a determination of Project Eligibility ("Site Approval") pursuant to Massachusetts General Laws Chapter 40B, 760 CMR 56.00 and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development (DHCD) (the "Guidelines") (collectively, the "Comprehensive Permit Rules"), under the following program (the "Program"):

- New England Fund ("NEF") Program of the Federal Home Loan Bank of Boston.

The proposal consists of the construction of 120 units of rental housing (the "Project") on a 35.6+/- acre site located in Sudbury (the "Municipality") at 189 Landham Road (the "Site").

This letter is intended to be a written determination of Project Eligibility ("Site Approval") in accordance with the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low- and moderate-income housing subsidy program. To the extent that Project funding is provided by a non-governmental entity (NEF), this letter is also intended to be a determination of Project Eligibility ("Site Approval") by MassHousing acting as Subsidizing Agency (formerly, "Project Administrator") under the Guidelines, including Part V, thereof, "Guidelines for Housing Programs In Which Funding Is Provided By Other Than A State Agency."

MassHousing staff has performed an on-site inspection of the Site, which local boards were invited to attend, and reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules. As a result of our review, we have made the following findings as required pursuant to 760 CMR

Mr. Robert E. Moss, President
RE: **The Residences at Johnson Farm**
MassHousing # SA-10-001
Project Eligibility (Site Approval) Application
Page - 2

56.04(1) & (4): (a) that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7) ("Final Approval"); (b) that the site of the proposed Project is generally appropriate for residential development; (c) that the conceptual Project design is generally appropriate for the site on which it is located; (d) that the proposed Project appears financially feasible within the housing market in which it will be situated based on comparable rental developments; (e) that an initial pro forma has been reviewed, including a land value determination, and the Project appears financially feasible on the basis of estimated development costs; fundable under the Program and consistent with the Guidelines; (f) that the Applicant is a public agency, a non profit organization, or would be eligible to apply as a Limited Dividend Organization in connection with an application for financing under the Program; is financially responsible and meets the general eligibility standards of the Program; and (g) that the Applicant controls the site. Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto.

As noted, MassHousing staff has determined that the Project appears generally eligible under the requirements of the NEF Program. In order to maintain eligibility under the NEF Program the following requirements must be addressed as part of your Final Approval application submission:

1. Financing for the Project must originate from a subsidizing lender that is a member of the Federal Home Loan Bank of Boston (FHLBB); a minimum of 25 percent of the financing must be obtained from the NEF Program; the construction and permanent financing must be for a minimum term acceptable to the Subsidizing Agency; and other financing terms and conditions must be substantially similar to terms used by the Subsidizing Agency in its own lending programs or otherwise be commercially reasonable. Evidence of a firm commitment for financing for the Project must be provided during your request to MassHousing for Final Approval. The Regulatory Agreement shall provide that any transfer of all or a portion of the NEF lender's interest (including participations or sale of servicing rights) during the approved term of the loan or, if applicable, the first 5 years of the permanent financing shall be subject to the approval of the Subsidizing Agency.
2. The Applicant must offer a minimum of 25% of the units for rental to households earning not more than 80% of the area median income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (HUD). Note, however, for developments funded through the NEF Program, in order to attract a sufficient number of qualified tenants for the affordable units, the initial maximum housing cost (rent plus applicable utility allowances) for the affordable units must be set at levels affordable to households earning not more than 70% of area median income as determined by MassHousing based on the income limits published annually by HUD as adjusted for household size (based on 1.5 persons per bedroom).

Mr. Robert E. Moss, President
RE: **The Residences at Johnson Farm**
MassHousing # SA-10-001
Project Eligibility (Site Approval) Application
Page - 3

3. The Applicant must enter into a regulatory agreement acceptable to MassHousing in the form for the applicable Program. If the Project is funded through the NEF Program, MassHousing will serve as the Subsidizing Agency under the Regulatory Agreement.
4. The Applicant must comply with the Land Value Policy described in Section IV (B)(1) of the Guidelines.
5. The Applicant must be a limited dividend organization and agree to limit the profit on the Project in accordance with the Comprehensive Permit Rules.
6. The Applicant shall be prepared to demonstrate to the community the ways in which the proposed Project complies with the Commonwealth's Sustainable Development Principles embraced by the Department of Housing and Community Development.
7. The Applicant must demonstrate that the Project complies with or will comply with EPA's Energy Star guidelines or with similar standards acceptable to MassHousing.
8. The Applicant must provide evidence acceptable to MassHousing supporting the market rents as shown in the Project proforma.

The Municipality was given a thirty (30)-day notice to review the proposed site approval application and submit comments to MassHousing. Based on MassHousing's site approval and design review and the comments received from the Municipality and other interested parties, the following issues should be addressed in your application to the local Zoning Board of Appeal ("ZBA") for a comprehensive permit and fully explored in the public hearing process prior to submission of your application for Final Approval:

1. The Applicant shall provide a traffic/engineering study, and a site entry/egress design that addresses traffic mitigation and is in compliance with all applicable local and state requirements governing safe design. The traffic study should include a reasonable assessment of the effects of the Project in conjunction with other proposed development in the vicinity.
2. Any construction plan on this site will require adherence with all applicable environmental protection requirements assuring protection of the public water supply area and compliance with storm water runoff restrictions and hazardous waste safety.
3. Plans for the Project must comply with all conditions contained in any Order of Conditions issued by the Conservation Commission or the Department of Environmental Protection in connection with the Project in order to address protection of the watershed, drainage, wetlands, vernal pools, wildlife habitats and conservation areas.

Mr. Robert E. Moss, President
RE: **The Residences at Johnson Farm**
MassHousing # SA-10-001
Project Eligibility (Site Approval) Application
Page - 4

4. The Applicant shall provide an acceptable plan to provide water, sanitary sewer, and storm water drainage to the site, and shall furnish evidence of any required permits to provide or establish such services to the site.
5. The Applicant shall provide a current Phase One Environmental Site Assessment and evidence of compliance with the Massachusetts Environmental Policy Act (MEPA) requirements, both of which are to be accurate and specific to the proposed total Project.
6. A determination of the applicability of Executive Order #193 of the General Laws of the Commonwealth governing the use of agricultural land shall be obtained from the Massachusetts Department of Food and Agriculture.
7. Final plans for the Development must show the number and location of handicapped accessible rental units in compliance with all applicable state and federal regulations.
8. To better position the Project to compete in the market, we recommend that the Applicant consider the addition of appropriate amenities. For example, we would recommend that consideration be given to the addition of a clubhouse or community center and active or passive recreation facilities such as walking trails or gardening areas.
9. The proposed purchase price of \$2,020,000 exceeds the "As Is Market Value" of the property determined by the MassHousing commissioned independent appraisal. The maximum permissible acquisition value that can be included in the Development Budget approved at the time of Cost Examination/Cost Certification, as required by the Regulatory Agreement, for limited dividend purposes is the "As Is" value of \$700,000 plus reasonable and verifiable carrying costs from the date of your Site Approval application, May 19, 2010.

This Site Approval is expressly limited to the development of no more than 120 rental units under the NEF Program, subject to the respective minimum affordability requirements (including percentage of units for low- or moderate-income households, income eligibility standards and duration of restrictions requiring low- or moderate-income housing) and the Applicant's limited dividend status requirement, as set forth in the Guidelines for financing under the NEF Program. It is not a commitment or a guarantee of MassHousing or NEF financing or state subsidies and does not constitute a site plan or building design approval. Should you consider the construction of additional units, a reduction in the size of the site, a change in tenure type (rental/homeownership), or a change in building type or height, you will be required to submit a new site approval application for review by MassHousing.

For guidance on the review process for NEF applications, you are advised to consult the Guidelines, which may be found at www.mass.gov/dhcd (See "DHCD Legal Resources"). Further, we urge you to carefully review with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations, 760 CMR 56.00, which revise and supersede 760 CMR 30.00: Procedural

Mr. Robert E. Moss, President
RE: **The Residences at Johnson Farm**
MassHousing # SA-10-001
Project Eligibility (Site Approval) Application
Page - 5

Regulations of the Housing Appeals Committee and 760 CMR 31.00: Housing Appeals
Committee: Criteria for Decisions Under M.G.L. c. 40B, §§ 20 through 23.


This approval will be effective for a period of two years from the date of this letter. Should the Applicant not apply for a comprehensive permit within this period or should MassHousing not extend the effective period of this letter in writing, the letter shall be considered to have expired and no longer be in effect. In addition, the Applicant is required to notify MassHousing at the following times throughout this two year period: (1) when the Applicant applies to the local ZBA for a comprehensive permit, (2) when the ZBA issues a decision, and if applicable, (3) when any appeals are filed.

Please note that, should a comprehensive permit be issued, prior to construction or issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project, as it may have been amended, in accordance with the Comprehensive Permit Rules [760 CMR 56.04(07) and the Guidelines including, but not limited to, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection], and Final Approval will not be issued unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

Further Opportunities for Assistance from MassHousing: Please also note that MassHousing will not issue Final Approval if the comprehensive permit contains any conditions that are inconsistent with the regulatory requirements of the applicable housing subsidy program (The New England Fund of the FHLBB, for which MassHousing serves as Subsidizing Agency), as reflected in the applicable regulatory documents. A modification of the comprehensive permit may be required. In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a "final draft" of the comprehensive permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the comprehensive permit after its initial issuance.

If you have any questions concerning this letter, please contact John W. McCormack, Development Officer, Rental Lending, at 617-854-1363.

Sincerely,



Thomas R. Gleason
Executive Director

TRG/jwm

Mr. Robert E. Moss, President
RE: The Residences at Johnson Farm
MassHousing # SA-10-001
Project Eligibility (Site Approval) Application
Page - 6

cc: Ms. Tina Brooks, Undersecretary, Department of Housing and Community Development
John C. Drobinski, Chairman, Town of Sudbury Board of Selectmen
Jody Kablack, Director of Planning and Community Development, Town of Sudbury
Maureen Valente, Town Manager, Town of Sudbury
Steven Schwartz, Developer Atty.

Attachment 1

760 CMR 56.04 Project Eligibility: Other Responsibilities of Subsidizing Agency
Section (4) Findings and Determinations

The Residences at Johnson Farm (#SA-10-001)

After the close of a 30-day review period and extension, if any, MassHousing hereby makes the following findings, based upon its review of the application, and taking into account information received during the site visit and from written comments:

- (a) MassHousing finds that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7);*

The Project is eligible under the NEF housing subsidy program.

- (b) MassHousing finds that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under c.40A, and overlay districts adopted under c.40R);*

MassHousing finds that the site of the Project is generally appropriate for the proposed Development. According to correspondence submitted by the Town of Sudbury dated August 17, 2010, the Town has been making steady progress in recent years in furthering affordable housing in the community through the development of a Housing Plan, local 40B Guidelines and a Housing Production Plan (HPP) that is currently in development. The Town, however, did not submit evidence that DHCD has either approved the HPP or certified that the Town of Sudbury is in compliance with the goals of its approved HPP in accordance with 760 CMR 56.03(4). Nor has the Town alternatively demonstrated to MassHousing that Sudbury has made recent progress toward the Statutory Minima, in accordance with 760 CMR 56.03(5).

- (c) MassHousing finds that the conceptual Project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns;*

1. **Relationship To Adjacent Building Typology:** (Including building massing, site arrangement, and architectural details)

The proposed building massing consists of modestly scaled 3 story 12 unit buildings. The buildings are set back in the site behind an existing wooded buffer. The arrangement of the buildings is along a loop road in clustered groups of buildings. The current proposed architectural detailing is somewhat busy but residential in nature. The extent and nature of the wooded buffer needs to be confirmed.

2. **Relationship To Adjacent Streets:** (Including integration into existing development patterns)

The Development is proposed so as to be nearly invisible from the street behind a wooded buffer. The proposal maintains existing farm buildings and open land by the road to preserve the existing streetscape.

3. **Density:** (Does density meet guidelines)

The Development proposes 120 units on 22+/- acres of buildable site (35.6+/- acres total) for a density of 5.45 units per acre. This is lower density than the Town of Sudbury guideline of 6 units per acre.

4. **Site Plan:** (Quality of site design)

The site plan cleverly uses existing wooded areas and wooded unbuildable wetlands to buffer the buildings from abutters and the roadway. It also uses similar features to buffer individual buildings from each other. The loop road system makes best use of the buildable upland area.

5. **Environmental Resources:** (Are environmental issues appropriately addressed)

The Development appears to avoid construction in wetland areas. The Development must comply with all site-specific conditions contained in any Order of Conditions issued by the Conservation Commission or DEP.

6. **Topography:** (Does design make effective use of topography)

The topography is relatively flat and the proposal makes use of existing wooded buffers.

7. **Proposed Use:** (Is proposal appropriate for proposed use)

Although a rural area of a residential suburb the site seems appropriate for the proposed use. Automobiles are necessary to access most facilities, but this is typical for the area.

Mr. Robert E. Moss, President
RE: **The Residences at Johnson Farm**
MassHousing # SA-10-001
Project Eligibility (Site Approval) Application
Page - 9

(d) MassHousing finds that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);

The rents and operating expenses in the initial proforma appear financially feasible. Based upon the preliminary market assessment, the Applicant's proposed market rents fall within the range of unadjusted area market rents.

(e) MassHousing finds that an initial pro forma has been reviewed, including a land valuation determination consistent with the Department's guidelines, and the Project appears financially feasible and consistent with the Department's guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;

A third party appraisal prepared for MassHousing by Marotta Valuation Advisors provides an estimated "As Is Market Value" value for the site as of July 1, 2010 of \$700,000. This amount is less than the proposed purchase price of \$2,020,000. The maximum permissible acquisition value that can be included in the Development Budget approved at the time of Cost Examination/Cost Certification, as required by the Regulatory Agreement, for limited dividend purposes is the "As Is" value of \$700,000 plus reasonable and verifiable carrying costs from the date of your Site Approval application, May 19, 2010.

(f) MassHousing finds that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and

The Applicant must be organized as a Limited Dividend Organization prior to applying for Final Approval and meet the general eligibility standards of the NEF housing program. MassHousing sees no reason this requirement could not be met, given information reviewed to date.

(g) MassHousing finds that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site, or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.

A Purchase and Sale Agreement (Date: 1/30/10) evidencing a proposed property transfer from Peter Johnson, Trustee of the Johnson Living Trust of 189 Landham Road ("Seller") to Moss Development, Inc. ("Buyer"). The Time for Performance; Deliver of Deed is indicated as, "... (30) days after the BUYER obtains all permits and approvals, but not later than (16) months form the date of this agreement..." The agreement also includes 24 monthly extensions.

**JOHNSON LIVING TRUST
189 LANDHAM ROAD
SUDBURY, MA 01776**

July 29, 2011

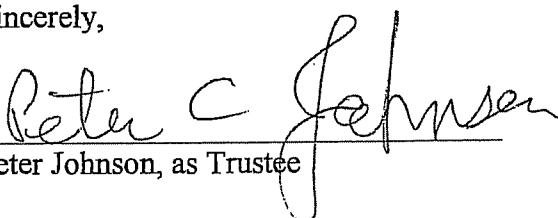
Town of Sudbury
Zoning Board of Appeals
278 Old Sudbury Road
Sudbury, MA 01776

Re: Comprehensive Permit Application, 189 Landham Road, Sudbury (the "Property")

Dear Sir/Madam:

The owner of the above-referenced Property joins in and consents to the application by Madison Place Sudbury LLC for a comprehensive permit pursuant to Chapter 40B, to facilitate the development of an affordable housing development on the Property.

Sincerely,


Peter Johnson, as Trustee

PURCHASE AND SALE AGREEMENT

1. PARTIES

This 30 day of January, 2010

Peter Johnson, Trustee of the Johnson Living Trust of 189 Landham Road, Sudbury, Massachusetts, hereinafter called the SELLER, agrees to SELL and Moss Development, Inc., a Massachusetts corporation with a usual place of business at 15 Brickyard Lane, Westboro, Massachusetts hereinafter called the BUYER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A parcel of land with buildings thereon located at 189 Landham Road, Sudbury, Massachusetts, containing 35.1 acres of land as shown on a deed attached hereto as Exhibit A being recorded in the South Middlesex Registry of Deeds, Book 50399, 398.

3. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim deed running to the BUYER, or to the nominee or assignee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) Any easement, restrictions and reservations of record which do not interfere with the development of the premises as a residential subdivision.
- (f) Tennessee gas line easement.

4. PROPOSED DEVELOPMENT

BUYER proposes to develop the Premises as a 120 unit apartment complex pursuant to the provisions of Chapter 40B of the Massachusetts General Laws. Within thirty (30) days from the date hereof, Buyer will meet with Town Officials and also submit an application to the

Department of Housing and Community Development (DHCD) to seek site eligibility approval of the project. Site eligibility approval generally takes 60 to 90 days.

5. SITE INSPECTION

The SELLER gives permission for the BUYER and his agents to enter the property as required to perform engineering studies and perform percolation and deep hole tests if required. Any disturbances or damage by the BUYER on the property will be restored to its original condition only in the event the BUYER does not purchase the property. The BUYER agrees to hold the SELLER harmless for any injuries to persons while BUYER or its agents are on the property.

6. PURCHASE PRICE

The agreed purchase price for said premises is as follows:

\$2,000,000; \$100,000 has been paid as a deposit \$1,900,000 is to be paid at the time of delivery of the deed by certified, cashiers, treasurers or bank check.

The price is based on approval to construct 120 apartments (total market rate and affordable units)

7. REFUNDABILITY OF DEPOSITS

\$25,000 of the deposit is non-refundable. The remaining \$75,000 deposit held by the Seller will be subject to the developer obtaining DHCD site eligibility approval for 120 apartments. Upon said approval an additional \$25,000 the deposit will be released to Seller and be non-refundable. The balance of the deposit, \$50,000 shall remain refundable until November 15, 2010 at which time the buyer at his sole discretion ^{shall} release it to the seller and it becomes non-refundable or give written notice to the seller that he does not wish to go forward with the purchase and the \$50,000 shall be returned to the buyer and the P&S becomes null and void without further recourse to either party. Buyer will be responsible for paying real estate taxes on the property until the \$50,000 deposit is released. *ack*

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at the Middlesex South Registry of Deeds within thirty (30) days after the BUYER obtains all permits and approvals but not later than (16) months from the date of this agreement unless the time for closing is exceeded as hereinafter provided for or unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. EXTENSION FOR CLOSING

In the event the BUYER has used good faith in obtaining his permits and approvals but has either not yet obtained all said approvals or any permit, or any approval or permit has been appealed, then the SELLER agrees to grant the BUYER the ability to obtain up to 24 monthly extensions to the closing in order to complete the permitting or defend any appeal, one month at a time as requested by the BUYER in writing.

The BUYER will pay the SELLER an extension fee of \$5,000/month for each monthly extension requested. This fee shall be non-refundable and shall be over and above the purchase price.

10. POSSESSION AND CONDITION 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) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER'S option, any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

13. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

14. ACCEPTANCE OF DEED

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

15. USE OF PURCHASE MONEY TO CLEAR TITLE

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

16. ADJUSTMENTS

All taxes and interest owing to the Town of Sudbury shall be SELLER'S responsibility and shall be paid by SELLER. Taxes for the then current year, shall be apportioned and as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. **EXCEPT AS PROVIDED FOR IN PARAGRAPH 7.** *JK*

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. *Re*

18. DEPOSIT

All deposits made hereunder shall be held by the Attorney for SELLER subject to the terms of this agreement and shall be duly accounted for at the time for performance of this

agreement, provided however that in the event of any disagreement the attorney may retain said deposits pending instructions mutually given by the SELLER and the BUYER. However, once a deposit becomes non-refundable it may be paid immediately to SELLER.

19. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated which shall be SELLER'S sole remedy at law and in equity.

20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

21. WARRANTIES AND REPRESENTATIONS

a. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER.

b. SELLER warrants and represents that he has all the necessary permission and authority to enter into this Agreement and to consummate this transaction.

c. BUYER represents that he has not engaged the services of a real estate broker or any agent, consultant or individual which that would be entitled to a fee, commission or other compensation from the SELLER.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. ADDITIONAL PROVISIONS

a. SELLER agrees to fully cooperate with the BUYER in the obtaining of any and all approvals necessary for the development of the property including execution of all documents necessary to obtain such approvals. However, SELLER shall not incur the expense of same.

b. SELLER agrees that after the execution of this agreement he will not cause suffer any encumbrance which shall affect the Title to the premises.

c. SELLER agrees to name the proposed entrance roadway in the development as Johnson's Farm Road.

d. BUYER shall retain and preserve the trees as shown on the attached Exhibit "B".

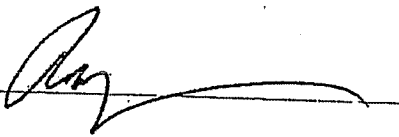
e. SELLER may remove from the Premises the sconces, dining room chandelier and other items to be determined by SELLER. Also, a bathroom cabinet and any items found when house is razed.

f. There is a one acre parcel shown on Exhibit "B" has been leased for farming purposes. BUYER will not disturb the same. Seller may lease that portion of the property for the same purpose to October, 2010.

g. Any costs for plans, surveys and recording of the same shall be at the sole expense of the BUYER.

h. If the Buyer or his successors or assigns gets any additional housing units approved on the site within 5 years of the completion of the project, Buyer shall pay the Seller \$10,000/unit. This provision survives the closing.

Executed as a scaled instrument on the day and year above written.


BUYER


Trustee
SELLER

SELLER

D3



Bk: 50399 Pg: 398 Doc: DEED
Page: 1 of 3 11/29/2007 03:43 PM

3 Pages

Return to: Law Offices of James A. Miller
108 Grove Street
Worcester, MA 01605

EA, *[Signature]*

MASSACHUSETTS QUITCLAIM DEED

I, Marian C. Johnson, surviving spouse, of Sudbury, Middlesex County, Massachusetts for consideration paid in the amount of One Dollar (\$1.00) grant to Marian Johnson and Peter C. Johnson, Trustees of the Johnson Living Trust, u/a dated September 10, 2007, an unrecorded Trust, which a Certificate of Trust is recorded herewith in Book _____, Page _____ and said Trustees for notice purposes respectively being of 189 Landham Road, Sudbury, Massachusetts 01776 and 29 Morrissey Road, Marlborough, Massachusetts 01752

with quitclaim covenants

The land in Sudbury, said County and Commonwealth, with the buildings thereon, bounded:

- Easterly by Landham Road, four hundred twenty-five (425) feet;
- Southerly by land formerly of Nahum Goodnow, and now or formerly of Mary R. Cutler, by two courses, eight hundred twenty-six (826) feet, and one thousand seventeen (1017) feet;
- Westerly by land formerly of Martin Goodnow, and now or formerly of Edward J. Lyons, by five courses: two hundred seventy-five and 6/10 (275.6) feet; one hundred sixty (160) feet; two hundred ninety-three (293) feet; one hundred sixty-five (165) feet; and one hundred eighty-one and 5/10 (181.5) feet;
- Northerly by land of said Edward J. Lyons and land formerly of Goodnow twelve hundred forty-seven and 5/10 (1247.5) feet;
- Easterly again by land now or formerly of C.R. Poole, four hundred seventy (470) feet;
- Northerly again by land of said C.R. Poole, four hundred sixty (460) feet.

Containing 37.10 acres, more or less, and being shown on plan entitled "Plan of Land to be conveyed to John E. Johnson et ux, Sudbury, Mass. Scale 1" = 100' Oct. 30, 1954, Compiled by E.W. Pettigrew, Surveyor".


189 Landham Road, Sudbury, MA

Being a portion of the premises conveyed to John E. Johnson and Marian C. Johnson by Helen A. Tozier recorded in Middlesex South Registry of Deeds in Book 8388, Page 234. The other parcel of land was transferred to Frederick F. McCarthy by deed dated December 29, 1998 recorded in Middlesex South District Registry of Deeds in Book 29590, Page 587. John E. Johnson died January 6, 2007, see Death Certificate recorded herewith.

The consideration for this transfer being One Dollar (\$1.00), no transfer stamps need be attached.

Eugene C. Busna
Attest Middlesex S. Register

Witness my hand and seal this 10th day of September, 2007.



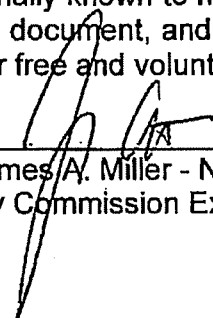
Marian C. Johnson

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

September 10, 2007

On the above date, before me, the undersigned notary public, personally appeared Marian C. Johnson, personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me her signature on the foregoing instrument to be her free and voluntary act.



James A. Miller - Notary Public
My Commission Expires: November 28, 2008



Attest Middlesex S. Register

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE CONTRACT

Reference is made to that certain Purchase and Sale Contract between Peter Johnson, Trustee of the Johnson Living Trust as Seller and Moss Development, Inc. ("Assignor") as Buyer dated as of May 1, 2011, as amended (the "Agreement").

Assignor desires to transfer its interest under the Agreement to Madison Place Sudbury LLC, a Massachusetts limited liability company with a principal place of business at 15 Brickyard Lane, Westborough, Massachusetts ("Assignee") and Assignee desires to accept said assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

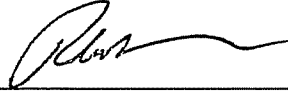
1. Assignor hereby assigns, sets over and transfers unto Assignee all of its right, title and interest in and to the Agreement including the right to acquire the assets described therein and the right to enforce any and all remedies thereunder, subject to and in accordance with the terms thereof.
2. Assignee hereby agrees to accept the benefits of the Agreement and hereby agrees to assume any and all obligations set forth therein.
3. Assignee and Assignor hereby agree and confirm that this Assignment does not release or discharge Assignor from any liability or obligation under the Agreement.

[The balance of this page has been intentionally left blank.]

Executed as a sealed instrument as of the 1st day of May, 2011.

ASSIGNOR:

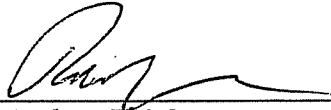
MOSS DEVELOPMENT, INC.



By: Robert E. Moss
Its President

ASSIGNEE:

MADISON PLACE SUDBURY LLC



By: Robert E. Moss
Its: Manager

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

List of Requested Waivers

In accordance with Section 3.2.8 of the Supplemental Rules and Section 56.05(2)(h) of the Chapter 40B Regulations, a list of requested exceptions to local requirements, codes, bylaws, and regulations is provided herein.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
Requested Waivers to Local Bylaws and Regulations

The list below identifies the required waivers necessary from applicable local bylaws and regulations, based on the Preliminary Site Plans, in order to construct the Residences at Johnson Farm development, which is the subject of this application. This list is subject to modification based on the advancement of project design and permitting. In addition, the Applicant hereby requests that all exceptions from, and permits under, the Zoning By-Law, General By-Laws, and applicable codes, ordinances, bylaws, regulations and local requirements of the Town of Sudbury be granted pursuant to this application, so that the Project can be built in accordance with the submitted plans.

I. TOWN BYLAWS

Section	Subject	Requirement	Requested Waiver / Project Applicability
A. ARTICLE V			
30	Driveway location	No new driveway or other new access to a way shall be constructed at the point of intersection with such way, unless a written permit is first obtained.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; driveway location to be approved by ZBA.
B. ARTICLE V(A)			
All sections	Removal of Earth	Removal Permit required from Earth Removal Board.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; Allow earth removal as may be required by grading shown on Preliminary Site Plans for the Project.
C. ARTICLE IX - Zoning			
2210	Structures on a Lot	One (1) principal structure per residential Lot.	Allow for 10 principal structures within Project, constructed on one Lot.
2230 and App. A	Use	Multi-family housing is not an allowed use in A-Res Zone.	Allow for multi-family use within A-Res Zone per MGL Ch. 40B.
2310	Accessory Use	Any use not allowed in the district as a principal use is also prohibited as an accessory use. Rental office and WWTP not identified as allowed principal uses.	Allow accessory use for rental office and WWTP, incidental to the Project.
2322 and 2324	Trailers	Trailers...shall not be used...nor shall such trailers be stored or parked on any premises in a residence district...	Allow trailer to be used on site during construction.
2620 and App. B	Height	Maximum building height of 2.5 stories and 35'.	Allow for 3 story building height as shown on Preliminary Site Plans for the Project.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
Requested Waivers to Local Bylaws and Regulations

Section	Subject	Requirement	Requested Waiver / Project Applicability
3110, 3111, and 3120	Parking Standards	2 spaces per dwelling unit.	Allow for Project to provide 1.5 parking spaces per dwelling unit, consistent with Sudbury 40B Guidelines in providing “sufficient parking” while avoiding large lots.
3200, 3250, and 3280	Signs	One Residential Identification Sign permitted which shall not exceed 2 sf. One sign per multi-unit development.	Allow for increase in number and size of monument and other signs in excess of this limitation to serve the Project.
3310	Common Driveways	In all Residential Districts, no driveway or other access to a way shall serve more than two (2) dwellings	Allow for the 120 dwellings within the Project to be served by one (1) driveway.
3427	Site Development Criteria	Natural Features Conservation, Vehicular and Pedestrian Circulation, Siting of Structures, Stormwater Runoff, Utilities, Outdoor Lighting	Site plans to be submitted as part of the Comprehensive Permit Application; allow for waiver from further site development review.
3431	Erosion Control	Grading or construction which will result in final slopes of 15% or greater on 50% or more of lot area, or on 30,000 sf or more on a single lot, even if less than half of the lot area, shall be allowed only under special permit from the Board of Selectmen	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; To the extent necessary, allow grading in which final slopes of 15% or greater which may exceed 30,000 sf on the lot, as shown on plans.
3433	Performance Standard for Erosion Control	No areas totaling two (2) acres or more shall have existing vegetation clear-stripped or be filled 6 inches or more.	Allow for site activities associated with the Project on approximately 6.6 upland acres of the total 35.6 acre site.
3440	Excavations Abutting Roads	Excavation nearer than 50 feet to a road may be subject to Board of Appeals approval.	To extent required, waiver from approval of Board of Appeals for any such excavation.
4500	Wastewater Treatment Facilities	Imposition of maximum flow and/or other requirements.	Allow for waiver of applicable flow and other requirements to the extent inconsistent with MassDEP Groundwater Discharge Permit requirements. MassDEP design standards will govern.
6300	Site Plan Review Requirements	Site Plan Review.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; site plan to be approved by the ZBA.
6500	Design Review Requirements	Design Review.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; design to be approved by the ZBA.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
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D. ARTICLE XXII – Wetlands Administration			
All Sections	Wetlands Resource Area Protection	Additional jurisdiction/buffer zones may be imposed under local bylaw.	Insofar as: (1) these are general and not specific requirements granting discretion to the Conservation Commission to impose conditions under Article XXII, and (2) the Applicant is not required to file under the Local By-Law pursuant to Ch. 40B, the Applicant requests a waiver from these requirements to the extent the same are applicable to this Application. The Project shall comply with the provisions of the Wetlands Protection Act, MGL Ch. 131, §40 and applicable regulations at 310 CMR 10.00 et seq., as well as applicable MassDEP groundwater discharge requirements.
Regs Sect 7.2	Restrictions in Adjacent Upland Resource Area	The Regulations allow the Conservation Commission to potentially impose conditions that would prohibit work in the Adjacent Upland Resource Area.	
Regs sect 7.3	Avoidance of Impacts to wildlife habitat	The Regulations allow the Commission to potentially impose conditions that would prohibit work in areas deemed to be significant to wildlife habitat, including in the Adjacent Upland Resource Area	
Regs sect 7.8.1	Wetland replication	The regulations allow the Conservation Commission to prevent development on the site until the Commission conditionally approves the replication area.	
Regs sect 7.8.2	Wetland replication	Under this section, the Commission has the ability to require greater than 2:1 replication.	
Regs sect 7.8.4	Wetland replication	This section requires replication of Adjacent Upland Resource Area that “shall follow 7.5.2 and 7.5.3.”	
Regs sect 7.8.8	Bond	This section allows the Commission to require a Bond relative to the completion of the replication area.	
Section 7.10	Potential prohibition in Riverfront Area	The Regulations allow the Conservation Commission to potentially impose conditions that would prohibit work in the Riverfront Area, on the basis of wildlife habitat or other wetland interest.	
E. ARTICLE XXVI – Public Access Way Permit			
All Sections	Access Permit	Permit required for new access that generates substantial increase in or impacts traffic on a public way.	Exemption sought from requirements of this Article.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
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F. ARTICLE XXVII – In-Ground Irrigation Systems			
All Sections	Irrigation Wells	<ul style="list-style-type: none"> • Board of Health Approval for installation of private irrigation well. • 100' setback required from well to wetlands. 	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; design to be approved by the ZBA. Allow for exemption from BOH setback and other requirements, to the extent applicable, to construct private irrigation well to serve the Project.
G. ARTICLE XXVIII – Demolition of Historically Significant Buildings, Structures or Sites			
All Sections	Demolition of Existing Structure(s)	Demolition of “those structures or portion thereof constructed prior to January 1, 1940 town-wide or any building or portion thereof or structure of indeterminate age.”	Comprehensive Permit shall provide all local permits per MGL Ch. 40B, including to demolish existing structure(s) on the Lot constructed prior to 1940.

II. RULES AND REGULATIONS GOVERNING THE SUBSURFACE DISPOSAL OF SEWAGE

Section	Subject	Requirement	Requested Waiver / Project Applicability
II, III, IV, V, VI, VII, and XVI	Wastewater Treatment Facility	BOH Permit and local design standards, including leaching area, minimum sewage design flow for multi-family residences, construction in fill, setback of leach fields, requirements, as well as sewage pump prohibition.	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; Project WWTP to be designed and permitted per Groundwater Discharge Permit from MassDEP; Allow for exemption from local design standards that vary from MassDEP requirements, including applicable loading rates, design flow, in fill and setback requirements, with the use of pumps, without need for variance, as allowed under the provisions of Chapter 40B.

III. STORMWATER MANAGEMENT BYLAW REGULATIONS

Section	Subject	Requirement	Requested Waiver / Project Applicability
All Sections	Stormwater Management	<ul style="list-style-type: none"> • Planning Board permit required for activity disturbing in excess of 40,000 sf. • Standard Permit Conditions; requires activity shall not increase the rate or volume of stormwater leaving the site. • Rainwater harvesting system to be implemented in connection with onsite irrigation. 	Comprehensive Permit shall provide all local permits per MGL Ch. 40B; Request waiver from volume control and need to implement rainwater harvesting system; Project shall comply with Wetlands Protection Act, MGL Ch. 131, Sec. 40 and applicable regulations at 310 CMR 10.00 et seq.; Stormwater management system will be designed in accordance with the Massachusetts Stormwater Management Standards and the Massachusetts Stormwater Handbook.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application
Requested Waivers to Local Bylaws and Regulations

IV. RULES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND

Section	Subject	Requirement	Requested Waiver / Project Applicability
V.F	One dwelling per lot.	Not more than one building designed or available for use for dwelling purposes shall be erected, or placed, or converted to use, as such, on any lot in a Subdivision.	Although the Project is not expected to require a subdivision filing, to the extent applicable, a waiver will be requested to permit more than one building per lot.

V. COMPREHENSIVE PERMIT APPLICATION FEES

Section	Subject	Requirement	Requested Waiver / Project Applicability
Chapter 40B Regs Section 56.05(2) and Supp. Rules Section 3.6	Filing fee	The Board may require the payment of a reasonable filing fee with the application, if consistent with subdivision, cluster zoning, and other fees reasonably assessed by the municipality for costs designed to defray the direct costs of processing applications, and taking into consideration the statutory goal of M.G.L. c. 40B, §§ 20 through 23 to encourage affordable housing development.	To the extent that the filing fee of \$14,000.00 is in excess of the Board's direct costs associated with the Comprehensive Permit Application, the Applicant reserves its right to request a waiver of any portion of the fee.

VI. RESIDENTIAL ENERGY CODE COMPLIANCE – STRETCH CODE

Section	Subject	Requirement	Requested Waiver / Project Applicability
All Sections		Conform under the stretch energy code, as implemented by Town.	To the extent that conformance is not in accordance with the plan, waive additional requirements imposed by stretch energy code.

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

Certified List of Abutters

In accordance with Section 3.2.9 of the Supplemental Rules a certified list of abutters to the property and a map of the area indicating abutters is provided herein.

Abutters List
Date: July 28, 2011
Subject Property ID: L10-0500
Search Distance : 300 Feet

L10-0500
JOHNSON MARIAN & PETER C TRSJOHNSON LIVING TRUST
29 MORRISSEY RD
MARLBORO, MA 01752

L09-0002
SUDBURY VALLEY TRUSTEES INC
18 WOLBACH RD
SUDBURY, MA 01776

L10-0013
GONOVAN ANDREW
175 LANDHAM RD
SUDBURY, MA 01776

SMITH KEVIN J

L10-0014
SCHULTZ FRANK & DENISE
4 STAGECOACH DR
SUDBURY, MA 01776

L10-0015
TOWN OF SUDBURYCONSERVATION COMMISSION
278 OLD SUDBURY ROAD
SUDBURY, MA 01776

L10-0016
RICHARDSON JOHN D & PAULARENA KAROLEN I
30 COOLIDGE LANE
SUDBURY, MA 01776

L10-0017
LETTERI FRANK TRSFRANK LETTERI REVOCABLE TRUST
208 LANDHAM RD
SUDBURY, MA 01776

L10-0040
SCOTT J EVAN & LI FUYI
183 LANDHAM RD
SUDBURY, MA 01776

L10-0301
KAROL JOAN B
20 STAGECOACH DR
SUDBURY, MA 01776

L10-0303
KORZENIOWSKI PAUL & CLARE F
12 STAGECOACH DR
SUDBURY, MA 01776

L10-0304
LABIB SHERIF B & COLLEEN
9 STAGECOACH DR
SUDBURY, MA 01776

L10-0409
SHUMAN LISA A & STEPHEN J
56 CUTLER FARM RD
SUDBURY, MA 01776

L10-0410
HRONICEK RICHARD A & MARY T
50 CUTLER FARM RD
SUDBURY, MA 01776

L10-0411
HUNTOWSKI FRANCIS S & OGDEN KIM J
42 CUTLER FARM RD
SUDBURY, MA 01776

L10-0413
PALMER MICHAEL A & MERIDITH T
52 CUTLER FARM RD
SUDBURY, MA 01776

L10-0424
HUNTOWSKI FRANCIS S & OGDEN KIM J
42 CUTLER FARM RD
SUDBURY, MA 01776

L10-0425
SUDBURY VALLEY TRUSTEES INC
18 WOLBACH RD
SUDBURY, MA 01776

L09-0001
SUDBURY VALLEY TRUSTEES INC
18 WOLBACH RD
SUDBURY, MA 01776

L10-0601
LETTERI REGINA TRSTRUSTEE THE REGINA A LETTERI REVOCABLE TRUST
208 LANDHAM RD
SUDBURY, MA 01776

L10-0602
NOLAN MICHAEL M & ROBYN
6 BROOKSIDE FARM LN
SUDBURY, MA 01776

L10-0603
ROWE BRIAN & CAROLINE
10 BROOKSIDE FARM LN
SUDBURY, MA 01776

L10-0608
GREEN JAMES P & BERMAN ROBIN B
11 BROOKSIDE FARM LN
SUDBURY, MA 01776

L10-0609
KARP PHILIP R & WOLF ALISON S
3 BROOKSIDE FARM LN
SUDBURY, MA 01776

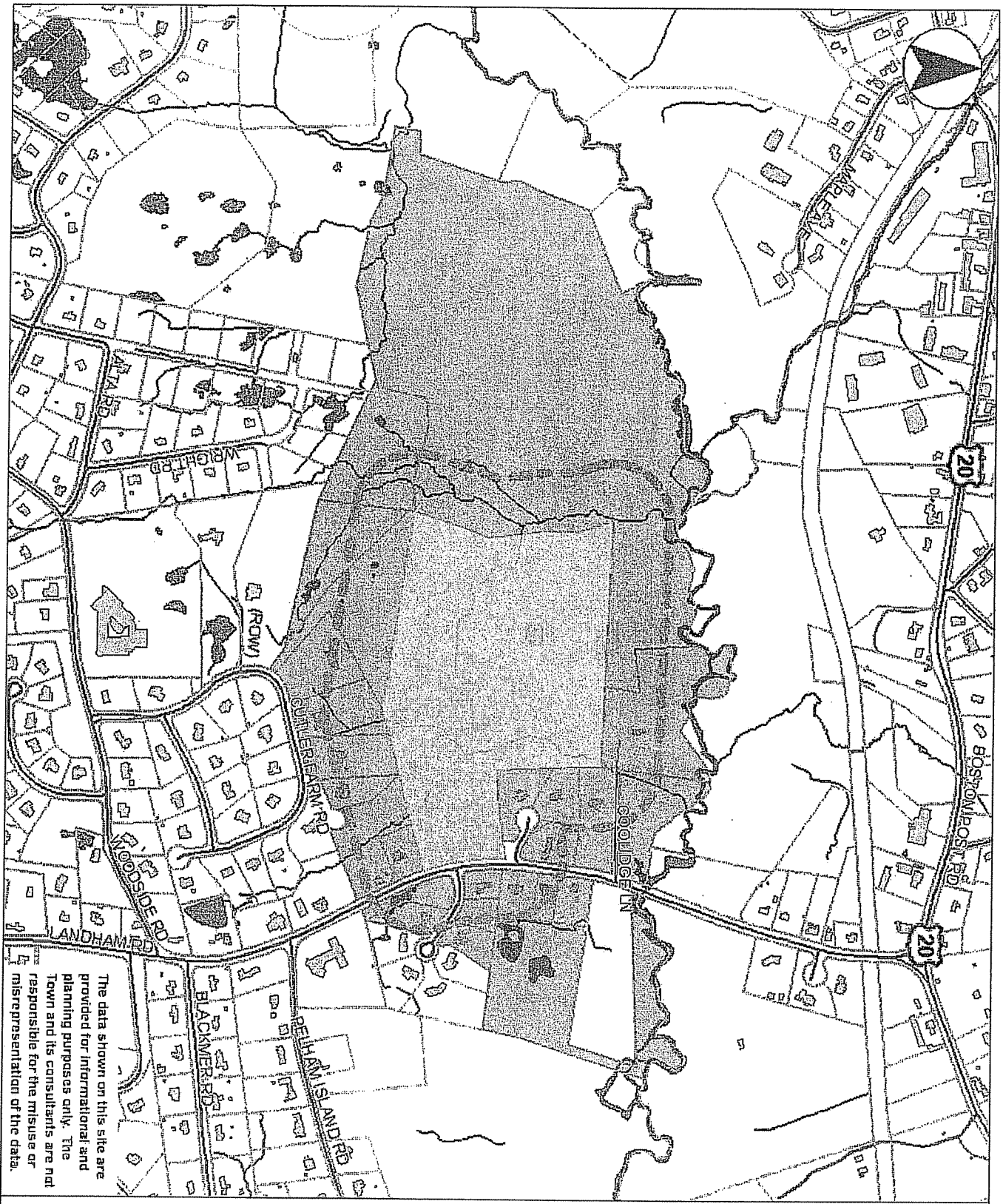
L10-0610
JEFFRY THOMAS E SR & BLENDIA E2 BROOKSIDE FARM LANE REALTY TRUST
2 BROOKSIDE FARM LANE
SUDBURY, MA 01776

L10-0612
TOWN OF SUDBURY
322 CONCORD RD
SUDBURY, MA 01776

L10-0616
LETTERI FRANK LETTERI GEORGE LETTEY JOSEPH LETTERI T ET AL
216 LANDHAM RD
SUDBURY, MA 01776

VERIFIED OWNERS:
JULY 28, 2011
JOHN J. IRISH





0 730 1460 FT

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



- Town Boundary
- Abutting Towns
- Parcels
- Parcels with Other
- Street Centerlines
- Paved Road
- Unpaved Road
- Buildings
- Streams
- Open Water

MapOnline

The Residences at Johnson Farm – Sudbury, MA
MGL Ch. 40B Comprehensive Permit Application

DEVELOPER/APPLICANT TEAM

Below is a list of the development team for the Residences at Johnson Farm.

Developer:	Madison Place Sudbury LLC, Robert E. Moss, Manager 15 Brickyard Lane Westborough, MA 01581 (508) 366-1966
Civil and Traffic Engineer:	Tetra Tech; Glenn Dougherty, Sr. Project Manager One Grant Street Framingham, MA 01701 (508) 903-2000
Wetlands/Environmental Consultant:	EcoTec, Inc.; Paul J. McManus, LSP 102 Grove Street Worcester, MA 01605 (508) 752-9622
Legal Counsel:	Goulston & Storrs; Steven Schwartz, Esq. Peter Tamm, Esq. 400 Atlantic Avenue Boston, MA 02110 (617) 482-1776
Architect:	VNY Vitols Architects, Inc.; Mark Major, AIA 188 Needham Street Newton, MA 01464 (617) 597-1900
Sewage Treatment Plan Design/Approval Engineer:	Mount Hope Engineering, Inc., Todd Chaplin, P.E., Project Manager 1788 GAR Highway Swansea, MA 02777 (617) 379-1234
Landscape Architect:	Sudbury Design Group; Michael Picard, RLA 740 Boston Post Road Sudbury, MA 01776 (978) 443-3638