

LANDHAM CROSSING

A TRASK COMMUNITY IN SUDBURY MASSACHUSETTS

192 Boston Post Road, Sudbury, MA 01776

Project Eligibility Application

Developed by:

Trask, Inc.
30 Turnpike Road, Suite 8
Southborough, MA 01772
(508) 485-0077

**Landham Crossing
192 Boston Post Road
Sudbury, MA**

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(approved use under current zoning)

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 1

Notification Letters

Trask

TRASK INCORPORATED • DEVELOPING AND BUILDING

30 Turnpike Road • Suite 8
Southborough, MA 01772
PH: (508) 485-0077
FX: (508) 485-4879

March 12, 2010

Mr. William J. Keller
Chairman
Board of Selectman
Town of Sudbury
278 Old County Road
Sudbury, MA 01776

Re: Landham Crossing – 192 Boston Post Road; Sudbury, MA
40B Comprehensive Permit Affordable Housing Development
Site Eligibility & Acceptance Application Filing

Dear Mr. Keller:

Attached is a copy of the site eligibility and acceptance application package that is being filed with regard to the above referenced affordable housing project. This development will consist of a total of 32 units of which 8 will be affordable consistent with MGL 40B regulations.

The developer is Trask, Inc., and any requests for additional information can be directed to me.

Thank you for your time and attention to this matter.

Sincerely,



Benjamin T. Stevens
President

BTS/rcs

Enclosure

Trask

TRASK INCORPORATED • DEVELOPING AND BUILDING

30 Turnpike Road • Suite 8
Southborough, MA 01772
PH: (508) 485-0077
FX: (508) 485-4879

March 12, 2010

Mr. Gregory Watson
Manager, Comprehensive Permit Program
MassHousing
1 Beacon Street
Boston, MA 02108

Re: Landham Crossing – 192 Boston Post Road; Sudbury, MA
40B Comprehensive Permit Affordable Housing Development
Site Eligibility & Acceptance Application Filing

Dear Mr. Watson:

Attached is a copy of the site eligibility and acceptance application package that is being filed with regard to the above referenced affordable housing project. This development will consist of a total of 32 units of which 8 will be affordable consistent with MGL 40B regulations.

The developer is Trask, Inc., and any requests for additional information can be directed to me.

Thank you for your time and attention to this matter.

Sincerely,



Benjamin T. Stevens
President

BTS/rcs

Enclosure

Trask

TRASK INCORPORATED • DEVELOPING AND BUILDING

30 Turnpike Road • Suite 8
Southborough, MA 01772
PH: (508) 485-0077
FX: (508) 485-4879

March 12, 2010

Mr. Michael Busby
MassHousing
1 Beacon Street
Boston, MA 02108

Re: Landham Crossing – 192 Boston Post Road; Sudbury, MA
40B Comprehensive Permit Affordable Housing Development
Site Eligibility & Acceptance Application Filing

Dear Mr. Busby:

Attached is a copy of the site eligibility and acceptance application package that is being filed with regard to the above referenced affordable housing project. This development will consist of a total of 32 units of which 8 will be affordable consistent with MGL 40B regulations.

The developer is Trask, Inc., and any requests for additional information can be directed to me.

Thank you for your time and attention to this matter.

Sincerely,



Benjamin T. Stevens
President

BTS/rcs

Enclosure

Trask

TRASK INCORPORATED • DEVELOPING AND BUILDING

30 Turnpike Road • Suite 8
Southborough, MA 01772
PH: (508) 485-0077
FX: (508) 485-4879

March 12, 2010

Ms. Kate Racer
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02108

Re: Landham Crossing – 192 Boston Post Road; Sudbury, MA
40B Comprehensive Permit Affordable Housing Development
Site Eligibility & Acceptance Application Filing

Dear Ms. Racer:

Attached is a copy of the site eligibility and acceptance application package that is being filed with regard to the above referenced affordable housing project. This development will consist of a total of 32 units of which 8 will be affordable consistent with MGL 40B regulations.

The developer is Trask, Inc., and any requests for additional information can be directed to me.

Thank you for your time and attention to this matter.

Sincerely,



Benjamin T. Stevens
President

BTS/rcs

Enclosure

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 2

Project Description

Landham Crossing

192 Boston Post Road

Project Description:

Landham Crossing is a 40B comprehensive workforce affordable for-sale residential townhouse development. It is located at 192 Boston Post Road (RT 20) at the intersection of RT. 20 and Landham Road in Sudbury Massachusetts. The site consists of approximately 8.5 acres of residentially zoned land that has one house and several out buildings on the land which will be removed. The location has multiple, clear, direct access to RT 20 and provides easy vehicle access without significant neighborhood impact. The site is approximately $\frac{3}{4}$ a mile from the main shopping areas in Sudbury center along RT 20. There currently are sidewalks from the sight to the shopping center along RT 20. There are also several restaurants, coffee shops, and a work out facility within $\frac{1}{2}$ mile of the site.

The proposed project will consist of thirty two (32) units yielding 8 affordable and 24 market rate units. The units will average 2,500 sf and will have two bedrooms each and one or two car garages with exclusive driveway parking for a second vehicle as needed. The site will have town water, NStar gas and electric with a private septic and a private well for landscape irrigation. The development will have a common mail house, an open central outdoor gathering area and visitor parking.

The architecture will consist of low profile, two and three unit style buildings that will mimic the size and massing of some of the other homes built in the area. The units will be constructed with covered entranceways, detailed raised panel garage doors with glass lights, extensive exterior trim and moldings. The exterior of the buildings will be constructed using Hardiplank pre-colored cement board with Azex style trim. Both products are earth friendly and made of recycled materials that need little to no maintenance over time. Each unit will have a deck of Trex style decking or a concrete paver patio depending upon site conditions. All the homes will be constructed using energystar guidelines. The units that are proposed are identical to the Developer's other 40B townhouse development approx $\frac{1}{2}$ mile down the road in Sudbury (www.villagesatoldcountyroad.com) a picture of the unit's exterior has been included in the application. The only significant difference is that the unit styles @ The Villages project are 3, 4 and 5 units per building while Landham Crossing's buildings contain only 2 or 3 units.

The site is a relatively flat 8.52 acre site with little imported or exported fill requirements for completion of the infrastructure. The unit layout is designed around a common grass area for the residents with the inclusion of a small mail house for an enclosed central mail/alarm area. The common street lighting will be controlled at this mail center to better monitor street lighting

efficiency. The area where the septic is to be constructed can be re-vegetated to act as a meadow area for wildlife. When landscape plans are drawn, great care will be taken to provide a visual buffer between the site and RT 20 as well as a privacy buffer between the existing neighbors and the new units.

The site entrance is in Sudbury, approximately 1 mile from the Wayland/Sudbury town line which is approximately 6 miles to exit 26 on Rt. 128 in Waltham. The location is also within 2 miles of the proposed redevelopment area within Wayland center. It represents one of the better commuting locations in Sudbury with a direct access to RT 20 on the east side of town without any lights or stops until Wayland center light (RT27 and RT 20) traveling eastbound on RT 20.

On March 11, 2010, the Applicant held a preliminary meeting with representatives of the following Sudbury Town boards (water, fire, planning, building, board of health, conservation, and affordable housing depts.) at this time the basics of the project were discussed. Each department representative discussed potential concerns and gave input regarding potential issues. Most of the concerns, issues were about the furtherance of the design plan and landscaping plans to identify soil conditions, include landscape buffers, potential alternate street layouts and life and safety issues within the unit designs. All issues discussed were reachable and will be discussed further as part of the Comprehensive Permit application with the Town. Another issue was the site exit onto RT 20 which is in the general area of a proposed reconfiguration of the RT 20 and Landham Road intersection. The Landham Crossing proposed entranceway appears to work within this reconfiguration, and the Applicant will work with this design effort as needed for any widening requirements or other issues, if possible.

Simultaneous with submittal of this application, The Developer will send letters to the four direct abutters and offer to meet individually with each for a description of the project and to hear and address any potential concerns.

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 3

MassHousing Housing Starts Project Eligibility

Application

MassHousing
Housing Starts/New England Fund
Project Eligibility Application

GENERAL INFORMATION

1. Name of Development: **Landam Crossing**
2. Address of Site: **192 Boston Post Road**
3. City/Town: **Sudbury, MA** Zip Code: **01776** _____
4. Development Entity: **Landham Crossing, LLC (To be created)**

Name of Principle: **Benjamin T. Stevens**

Street Address: **30 Turnpike Road, Suite 8**

City/Town: **Southborough, MA** Zip Code: **01772**

Telephone: **508-485-0077** Fax: **508-485-4879**

Email: **benstevens@traskdevelopment.com**

Additional Contact: Rita C. Stevens

Street Address: **30 Turnpike Road, Suite 8**

City/Town: **Southborough, MA 01772**

Telephone: **508-485-0077** or **508-735-5019** Fax: **508-485-4879**

Email: **ritacstevens@traskdevelopment.com**

5. Name of Consultant (if applicable): **NA**
Telephone: _____ Fax: _____
6. Type of Housing: Single-Family Detached _____ Condominiums **X**
7. Unit Mix: Total Units **32** Affordable **8** Market **24**
8. Anticipated source of construction financing: MassHousing _____ NEF Bank **X**
9. Has the town previously reviewed any proposals to build on this site? If so, please explain.
None known of in the last 24 months
10. Is this an age-restricted (55+) development? Yes _____ No **X**
11. Project Description: **32 Units of townhouse style units, all two bedrooms.**

SITE INFORMATION

1. Total Acreage: **8.52** Total Buildable Acreage: **6.48**
 - a. Density (in units per buildable acre): **4.94**
 - b. Explain why the density is appropriate for the site. **Site has limited neighborhood impact and directly abuts a major roadway (Route 20); density conforms with towns's 40B guidelines for development.**
2. Zoning District: **Res – A**
Uses permitted as of right: **single family homes**

Please provide a tabular analysis comparing existing zoning requirements to the waivers requested for the project.

	<u>Required</u>	<u>Proposed</u>	<u>Variance</u>
Minimum Lot Size	40,000	371,131.	None Needed
Minimum Frontage	180'	436.13	None Needed
Front Setback	40'	53.9'	None Needed
Side Setback	20'	22.6'	None Needed
Rear Setback	30'	300'+	None Needed
Maximum Building Coverage	40%	13%	None Needed
Building Height	35'	32'	None Needed
Floor Area Ratio	N/A		
Parking	N/A		

3. Does any portion of the site contain wetlands?
Yes No If yes, how many acres are wetlands? **2.04**
If yes, attach map of site noting wetland areas.
4. Is the site, or any portion thereof, located within a designated flood hazard area?
Yes No
If yes, attach map of site noting flood hazard area.
5. Are there any hazardous waste sites within the site and/or within a 1/2-mile radius of the site?
Yes No
a. How did you determine your answer? **unknown; but generally a existing residential**

neighborhood.

b. If your answer was yes, please provide additional documentation and describe any action taken to address the hazardous waste on site and/or within 1/2 mile radius of the site.

6. Describe the prior uses of the subject site. Single Family Homesite

a) Existing buildings on site? Yes No If Yes, describe the buildings and your plans for these buildings.

Demolished

7. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places?

Yes No

8. Is the site within a Historic District?

Yes No

Site Control

1. Describe the current status of site control and attach copies of relevant executed agreements.

a.) Owned by _____ If yes, copy of deed will be required.

Was the property acquired from a related party? If yes, please explain.

b.) Under Purchase and Sale Agreement

Seller: **Kenneth & Madeleine Esser** Buyer: **Trask, Inc. C/O Ben Stevens**

Are the parties related? If yes, please explain.

No

Date of Agreement **2/1/2010**

Expiration Date **2/1/2013**

Extensions granted? Yes No Date of Extension _____

(Please note that documentation that the buyer and seller have agreed to an extension, if applicable, will be required.)

Purchase Price **\$ 600,000**

c.) Under Option

Seller: _____ Buyer: _____

Are the parties related? If yes, please explain.

Date of Agreement _____

Expiration Date _____

Extensions granted? Yes _____ No _____ Date of Extension _____

Purchase Price \$ _____ Option Payment \$ _____

Project Information

1. Indicate which utilities are available to the site:

Public Sewer _____ Private Septic **X**
Public Water **X** Private Wells _____
Natural Gas **X** Electricity **X**

2. Is the site located near public transit (i.e., MBTA, Commuter Rail, T)? Yes ___ No **X**
If yes, please indicate specific type of transit and distance from the site.

3. Size of Development:

- a.) Total Number of Units: **32**
- b.) Number of Handicapped Accessible Units: **unknown**
- c.) Number of Buildings: **12**
- d.) Number of Stories in Buildings: **2**

4. Total gross square footage of building space: **75,000 sf**

5. Project Type:

a.) New Construction **X** b.) Rehabilitation _____ c.) Conversion _____

6. Construction Type:

Single-Family Detached Townhouse **X** Other _____

7. Is this a Condominium development? Yes **X** No _____

If yes, estimated monthly condo fees: Market Units **\$300** Affordable Units: **\$100**

8. Type of Fuel:

a.) Natural Gas **X** b.) Oil _____ c.) Electric _____ d.) Other _____

9. Parking Spaces:

a.) # Enclosed **56** b.) # Outdoor **65** c.) # Per unit included in Sales Price **2-4**

d.) # Spaces being sold 0 and Sales Price \$ _____

e.) # of enclosed spaces designated for the affordable units 1

10. Unit Mix: Complete the chart below

Unit Type	# of Units	# of BR's Per Unit	# of Baths Per Unit	Sq. Footage Per Unit	Sales Price Per Unit
Affordable	8	2	2.5	2,500	\$170,000
Market Rate	24	2	2.5	2,500	\$585,000
Total	32				

1. **Prior Development Experience** – Please list the past development experience for each of the development team members on the chart below. In addition, please identify any other 40B projects (whether, with MassHousing or any other subsidizing agency) in which the applicant or a related party has or had an interest and, for each such project, state whether the construction has been completed and whether cost certification has been submitted (use additional sheets as necessary).

Ben Stevens; Trask, Inc.

Development Team Members:

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Meeting House Farm	The Villages @ Old County Rd	Elmwood Heights	Kidder Lane
Community/Address	Southborough	Sudbury	Natick	Southborough
Housing Type	40B Townhouse Ownership	40B Townhouse Ownership	Single Family	Single Family
Number of Units	29	37	11	11
Total Dev. Costs	10,500,000	16,000,000	9,000,000	7,000,000
Yr Completed	Anticipated: 2010	Anticipated 2011	2004	2002
Specific Role	Developer & Builder	Developer & Builder	Developer & Builder	Developer & Builder
Construction Lender Contact Name: Phone Number:	Middlesex Saving Bank Doug Rosenau 508-315-5420	Middlesex Saving Bank Doug Rosenau 508-315-5420	Middlesex Savings Bank Doug Rosenau	Middlesex Saving Bank Doug Rosenau

2. **Applicant's Ownership Entity Information and Certification** -- Please identify the applicant's proposed ownership entity, as well as the Managing Entities, Principals and Controlling Entities of each and certify the compliance and good standing of each with state law and affordable housing programs. Note: For the purposes hereof, "Managing Entities" include general partners of limited partnerships, managing general partners of limited liability partnerships, managers of limited liability companies, directors and officers of corporations, trustees of trusts, and other similar entities, which have the power to manage and control the activities of the applicant and/or proposed ownership entity. "Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies ect.) who shall have the right to:

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

Such rights may be exercisable either directly as a result of such person's role within the applicant's proposed ownership entity or its Managing Entities or indirectly through other entities that are included within the organizational structure of the applicant and/or proposed ownership entity and its Managing Entities. In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity. Any person or persons who have purchased an interest for fair market value in the applicant and/or proposed ownership entity solely for investment purposes shall not be deemed a Principal or Controlling Entity. (Use additional sheets as necessary.)

Name of Applicant: **Landham Crossing, LLC**
Address: **30 Turnpike Road, Suite 8**
Contact Person: **Ben Stevens**
Phone No. **508-485-0077**
Fax No. **5085-485-4879**
E-Mail Address: **benstevens@traskdevelopment.com**

List All Managing Entities of Applicant (use additional pages as necessary):
Benjamin T. Stevens

List All Principals and Controlling Entities of Applicant and its Managing Entities
(use additional pages as necessary):
Benjamin T. Stevens

List All Affiliates of Applicant and its Managing Entities
(use additional pages as necessary):
**Trask, Inc., Middle Road, LLC,
Meeting House Farm Condo Assoc., Old County Road, LLC,
Villages At Old County Rd Condo Assoc., BTS Holding, Peg Realty Trust
Ashland Woods, LLC, 30 Turnpike Road Realty Trust**

Name of Proposed Ownership Entity: **Landham Crossing, LLC**
Organization Type: **Limited Dividend Organization (to be created)**

Relationship to Applicant: **Ben Stevens is General Partner of Landham Crossing, LLC**

List All Managing Entities of Proposed Ownership Entity
(use additional pages as necessary):
None other than this project.

List All Principals and Controlling Entities of Proposed Ownership Entity and its Managing Entities
(use additional pages as necessary):
None other than this project

List All Affiliates of Proposed Ownership Entity and its Managing Entities
(use additional pages as necessary): **None other than above**

16621

TRASK INC.
30 Turnpike Road, Unit 8
Southborough, MA 01772

Middlesex Savings Bank 22
SOUTHBOROUGH, MA 01772

53-7122-2113

3/15/2010

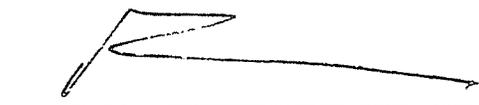
PAY TO THE ORDER OF: MassHousing - Home Ownership Division

\$ **5,960.00

Five Thousand Nine Hundred Sixty and 00/100*****

DOLLARS

One Beacon Street
Boston, MA 02108



AUTHORIZED SIGNATURE

MEMO Application for Landham Crossing

⑈016621⑈ ⑈216371227⑈ ⑈00908172⑈

TRASK INC.

MassHousing - Home Ownership Division
6124 - Application fees - bank Application for Landham Crossing

3/15/2010

16621

5,960.00

COPY

Cash - Checking - Mid Application for Landham Crossing

5,960.00

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 4

Developer Profile

Landham Crossing **The Development Team**

Founded in 1994 by President Ben Stevens, Trask Inc. has successfully built and developed spec, custom and semi custom homes for the past ten years.

Based in Southborough, Massachusetts, Trask has constructed over 100 single family homes and 50 townhouses in the communities of Southborough, Sudbury, Westborough, Wayland, Weston, Marlborough, and Natick, resulting in sales over \$70,000,000.

Ben Stevens, President and owner of Trask, has a degree from Harvard University, with continuing education in design and construction management from Harvard University Graduate School of Design. Ben is dedicated to complete customer satisfaction and prides himself on a hands on approach to all aspects of the developing and building process. Ben has maintained a site development division of Trask that is responsible for all phases of the construction process from site selections to final grading. He is dedicated to creating unique and appealing homes and developments that add character and quality to the Towns in which they are constructed.

Ben Stevens is currently the owner, builder and developer of two 40B townhouse development projects:

-Meeting House Farm in Southborough is a 29 unit townhouse style homeownership project that was started in 2007, at the date of this application the project is substantially complete and there are currently only 2 units left for sale within the project.

-The Villages at Old County Road in Sudbury, which is located within ½ mile of the site under consideration within this application, is a 37 unit townhouse style homeownership project as well. To date; there are 11 units built and occupied, 12 more under construction for 2010 delivery. It is anticipated that this project will be completed by fall 2011.

Giving the typical struggles of land development in most in fill situations, Ben strives to work within a project's natural framework, to incorporate landscape and exterior grading making projects blend in seamlessly with the surrounding topographical challenges.

Working with only the most qualified craftsmen, Trask has built a strong foundation of professionals to ensure the highest quality finished product. Trask's project managers and land development/site preparation experience assure first quality and timely delivery on all projects.

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 5

Broker Pricing Letter

Sudbury Facts



RESIDENTIAL BROKERAGE

SCOTT ADAMSON, GRI
Vice President
International President's Elite

447 BOSTON POST ROAD
SUDBURY, MA 01776
BUS. (978) 443-9933
CELL (978) 314-9009
V.M. (508) 383-0155
FAX (978) 443-0788
Scott.Adamson@NEMoves.com
www.NewEnglandMoves.com

2/25/2010

Mr. Ben Stevens
President
Trask Development
30 Turnpike Road Suite 8
Southborough, Ma 01772

Project Name:
192 Boston Post Road
Landham Crossing, Sudbury, MA 01776
Two bedroom townhouse style residences

Dear Mr. Stevens,

This memorandum serves as my professional opinion of the real estate market value for the residential dwellings planned for the above referenced project in Sudbury, Massachusetts.

Whereas this projects intent is to be a non-age restricted 40B town home development, the natural approach would be to compare to other non-age restricted 40B developments, either in Sudbury or surrounding towns. I have used the comparable sales located at "the Villages at Old County Rd" in Sudbury. In addition, all "similar" projects were used and applied for this comparison.

I have been well acquainted with the real estate values in the area for more than 24 years; have been active in the Sudbury and Metro-West markets for the same, am a Vice President of the company and a member of the Greater Boston Real Estate Board.

The methodology employed for this analysis is based on a diligent, thorough review of the proposed site development plan, surrounding neighborhoods, similar projects, proximity to major thoroughfares, and a detailed assessment of the planned site and dwelling amenities. Architectural designs for the various buildings have also been reviewed. The current plans for this development will position the prices for each of the various dwellings in the mid to upper end of the price ranges given.

The following description of the attached townhouse style units with the proper amenities can be valued as follows:



RESIDENTIAL BROKERAGE

SCOTT ADAMSON, GRI
Vice President
International President's Elite

447 BOSTON POST ROAD
SUDBURY, MA 01776

BUS. (978) 443-9933

CELL (978) 314-9009

V.M. (508) 383-0155

FAX (978) 443-0788

Scott.Adamson@NEMoves.com

www.NewEnglandMoves.com

Two (2) bedroom end units with approx. 2500 sq. ft. of finished area, two (2) car garages and 2 ½ baths would fall into the range of \$585,000-\$595,000 per market rate unit.

I am aware of the criteria for fair market value; a willing Buyer and a willing Seller, both aware of all relevant facts.

As with all price analysis, final pricing will be determined by all factors including market timing, amenities, style, walk-outs, condo budgets etc.

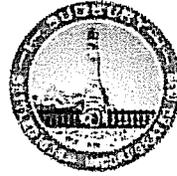
Sincerely,

A handwritten signature in black ink, appearing to read "Scott T. Adamson".

Scott T Adamson GRI
Vice President
CBRB Sudbury
447 Boston Post Rd.
Sudbury, MA 01776

About Sudbury

Sudbury, Massachusetts



Town of Sudbury → About Sudbury → Sudbury At A Glance

Sudbury Community Profile

State-Maintained Community Profile

Updated 5/2009

Settled:	1638								
Incorporated	1639								
Population	17,977								
Voters	11,824								
Area	24.7 Square Miles								
Budget, FY2008	<table border="1"> <tr> <td>Operating Budget</td> <td>\$75,833,029</td> </tr> <tr> <td>Other Appropriations</td> <td>1,474,167</td> </tr> <tr> <td>Borrowing</td> <td>-0-</td> </tr> <tr> <td>Total</td> <td>\$77,307,196</td> </tr> </table>	Operating Budget	\$75,833,029	Other Appropriations	1,474,167	Borrowing	-0-	Total	\$77,307,196
Operating Budget	\$75,833,029								
Other Appropriations	1,474,167								
Borrowing	-0-								
Total	\$77,307,196								
Government	Selectmen and Town Manager with open Town Meeting								
Tax Rate FY2009	\$15.29 Residential \$19.30 Commercial/Ind./Personal Property								
Public Library	Goodnow Library, Member of the <u>Minuteman Library Network</u>								
Schools	Four elementary, one middle school, <u>Lincoln-Sudbury Regional High School</u> and <u>Minuteman Regional High School</u>								
Public Safety	Full-time <u>Fire Department</u> with three fire stations, also provides emergency ambulance service to hospitals. Full-time <u>Police Department</u>								
Recreation	<u>Atkinson Town Pool</u> <u>Teen Center</u> Supervised Summer Playground Program Tennis Courts and Instruction Band Concerts July 4th Celebration Facilities and Programs for: Baseball, SoftBall, Basketball, Football, Lacrosse, Field Hockey, Hockey, Ice Skating, Soccer, Skateboarding, Tot Lot Park								
Hospitals	<u>Emerson Hospital, Concord</u> <u>Metrowest Medical Center/Framingham Union Campus,</u>								

Sudbury Community Profile

(within 10 miles)	Framingham Marlborough Hospital, Marlborough
Health Care Services	Parmenter Health Services, Inc.
Houses of Worship	Baptist, Catholic (2), Congregational, Episcopal, Jewish (2), Lutheran, Methodist, Presbyterian, Unitarian.
Utilities	Electrical: NSTAR Natural Gas: Keyspan Water: Sudbury Water District Telephone: Verizon Cable Television: Comcast and Verizon
Transporation	Bus service to Boston and Northboro by Cavalier Coach Corp.

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Send questions and comments to webmaster@town.sudbury.ma.us.
This page was last revised on Thursday, April 29, 2004.



☞ EQUAL HOUSING LENDER MEMBER FDIC MEMBER DIF

February 23, 2010

Benjamin T. Stevens
30 Turnpike Road, Suite 8
Southborough, MA 01772

Re: Landham Crossing
192 Boston Post Road
Sudbury, MA
40B Project

Dear Ben:

As we discussed Middlesex Savings Bank would have an interest in providing financing for the 32 unit 40B project you are proposing in Sudbury, Landham Crossing.

At the present time the bank is involved in two similar projects, Middle Road in Southborough and Old County Road in Sudbury that you are developing.

It is our understanding that this project is in the very early stages of development and that it may well be 30 months before ground breaking.

Although the bank has an interest in the project, the final approval would be subject to standard underwriting criteria, appraisal, environmental review and economic feasibility at that time.

We understand this letter may be used to support your Mass Housing application. If we can be of any other further assistance please do not hesitate to contact me directly.

Very Truly Yours,

Douglas A. Rosenau
Senior Vice President

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 6

Evidence of Site Control

Purchase and Sales Agreement

From the Office of: Dionisi/O'Rourke, LLP
365 Boston Post Road, Suite 214
Sudbury, MA 01776

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This ^{1st} day of February, 2010

1. PARTIES AND MAILING ADDRESSES
Kenneth Esser and Madeleine Esser (see Probate Docket No. 06P5708EP1), with an address of 38 Simpson Drive, Oswego NY 13126 hereinafter called the SELLER, agrees to SELL and **Trask Development Inc., Benjamin T. Stevens, President** of 30 Turnpike Road, Suite 8, Southborough MA 01772 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
192 Boston Post Road, Sudbury MA as more particularly described in a deed recorded in Middlesex County Registry of Deeds in **Book 13168 Page 661 consisting of 8.53 acres, more or less.**
3. BUILDING, IMPROVEMENT, STRUCTURES, FIXTURES
Included in the sale as a part of said premises are the buildings, structures, and improvements now, thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers. Property is being sold as vacant land. Any and all structures are being sold in their "as-is" condition.
4. TITLE DEED
Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (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) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a single family residence.
5. PLANS
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED LAND
In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE PRICE
The agreed purchase price for said premises is SIX HUNDRED THOUSAND DOLLARS AND NO/100 (\$600,000.00), of which:
\$ 1,000.00 has been paid with the offer
\$ 29,000.00 has been paid as a deposit this day; \$5,000.00 of which is non-refundable, but applicable to the purchase price.
\$ 570,000.00 Net of any prepayments made, shall be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, bank, attorney's client trust fund or IOLTA check(s).
\$ 600,000.00 **TOTAL**

8. TIME FOR PERFORMANCE; DELIVERY OF DEED See Addendum to this Purchase and Sale Agreement
9. 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 provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.~~ All structures on the premises are conveyed in their as-is condition.
10. 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 forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. "Reasonable efforts" shall not require SELLER to spend funds in excess of \$5,000.00 exclusive of the payment of monetary liens made by the Sellers.~~
11. 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 any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF 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 or in accordance with customary conveyancing practice.

15. INSURANCE
**Insert amount*
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire	\$
(b) Extended Coverage	\$ As Presently Insured
(c) List Additional Coverage, if any	\$

16. ADJUSTMENTS
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses, if any according to the schedule attached hereto or set forth below, and Taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

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

18. BROKER'S FEE (*fill in fee with dollar amount or percentage; also name of Brokerage firm(s)*)
- A Broker's fee for professional services of 6% of sales price is due from the SELLER to Century 21 Spindler & O'Neil the Broker(s) herein, only if, as and when, title passes and the deed is recorded and not otherwise. ~~but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.~~

19. BROKER(S) WARRANTY (*fill in name*)
- The Broker(s) named herein Century 21 Spindler & O'Neil warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT (*fill in name*)
- All refundable deposits made hereunder shall be held in escrow by Dionisi/O'Rourke, LLP as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER. All deposits may be held in a non-interest bearing account..

21. 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 damages ~~unless within thirty (30) days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, and this shall be SELLER'S sole and exclusive remedy at law or in equity for Buyers' breach of this contract. Buyer and Seller acknowledge that Sellers' actual damages in the event of a default by the Buyer are difficult to ascertain at the execution of this Agreement and both agree that this is a fair and equitable measure of said damages.~~

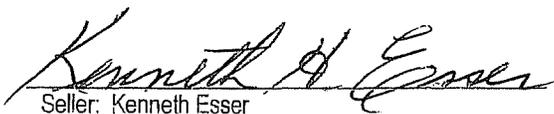
22. RELEASE BY HUSBAND OR WIFE
- The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. BROKER AS PARTY
- The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust shall be personally liable for any obligation express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **NONE**
26. MORTGAGE CONTINGENCY CLAUSE *(omit if not provided for in Offer to Purchase)* This paragraph is intentionally omitted.
27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures 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
28. LEAD PAINT This paragraph is intentionally omitted.
29. SMOKE AND CARBON MONOXIDE DETECTORS This paragraph is intentionally omitted.
30. ADDITIONAL PROVISIONS The initialed riders, if any, attached hereto, are incorporated herein by reference. See Addendum to Purchase and Sale Agreement attached hereto and incorporated herein by reference.

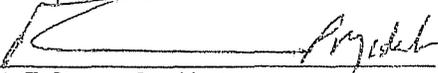
FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

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


Seller: Kenneth Esser


Seller: Madeleine Esser

Trask Development, Inc.

By: 
Benjamin T. Stevens, President

EXTENSION

Date: _____, 200__

The time for the performance of the foregoing agreement is extended until _____ o'clock __M. on the _____ day of _____ 200____, time still being of the essence of this agreement as extended. In all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in multiple counterparts, is intended to take effect as a sealed instrument.

SELLER (or spouse)

SELLER

BUYER

BUYER

BROKER:

BROKER:

ADDENDUM TO PURCHASE AND SALE AGREEMENT (hereinafter "Agreement")
BY AND BETWEEN KENNETH ESSER AND MADELEINE ESSER (hereinafter "Seller") and
TRASK DEVELOPMENT, INC. (hereinafter "Buyer") FOR THE PROPERTY
SITUATED AT 192 BOSTON POST ROAD, SUDBURY MA (hereinafter "Premises")

31. Development Definition:

Buyer and Seller acknowledge the proposed development of the Premises by Buyer which development is to consist of a project developed pursuant to M.G.L.c. 40B comprising of no less than 28 residential units.

32. Approval Letter/Testing Phase

Upon execution of this Agreement, Buyer shall undertake efforts to conduct necessary testing of the premises so as to develop plans, specifications and any and all other necessary information and data for the purpose of making application for an Approval Letter from MassHousing or the Town of Sudbury LID Program. In the event Buyer is unable to obtain such an Approval Letter within six months of the date of this Agreement and Buyer elects not to extend per paragraph 34 below, the Agreement shall be deemed null and void entitling the Buyer to a forthwith return of its deposit and, in such event, the parties shall have no further recourse.

33. M.G.L. c.61B

Seller shall within ten (10) days of the execution of the Agreement notify the Board of Selectmen of the Town of Sudbury of this Agreement and shall undertake other means necessary to initiate the Town of Sudbury's purchase option period. In the event the Town of Sudbury elects to exercise its option and purchase the premises, Seller agrees to reimburse the Buyer its out of pocket costs at the time of the Town's acquisition of the premises.

34. Receipt of Approval Letter/Permit Phase

Buyer shall, upon receipt of an Approval Letter as set forth in paragraph 32 above or if no such Letter is received within said six months and Buyer elects to extend this phase of the Agreement, pay to Seller a non-refundable \$5,000.00 payment on August 1, 2010 which shall be applied toward the purchase price. Further, Buyer shall, upon receipt of an Approval Letter make forthwith application to the necessary Boards and/or Commissions in the Town of Sudbury to obtain a permit to construct a minimum of 28 residential units on the premises. In the event Buyer is unable to obtain the necessary permits by February 1, 2011 to construct said units the parties agree to extend the Agreement an additional six months or portion thereof upon the payment to Seller of an additional \$5,000.00 non-refundable deposit which shall be applied toward the purchase price.

The parties agree to extend this phase of the Agreement provided Buyer pays an additional non-refundable deposit of \$5,000.00 on August 1, 2011, an additional non-refundable deposit of \$10,000.00 on February 1, 2012, and an additional \$10,000.00 on August 1, 2012. All deposits so paid shall be applied toward the purchase price, except that one-half (1/2) of the non-refundable deposits made on February 1, 2012 and August 1, 2012 shall not be applied toward the purchase price.

35. Seller's Co-operation:

Seller agrees to co-operate with Buyer's efforts to obtain Approvals/Permits, including consenting to such applications for Permits. If at any time, Buyer determines that it will not be able to obtain Approvals/Permits within the Permitting Phase, as it may be extended on terms satisfactory to Buyer, then by written notice to Seller, Buyer may terminate this transaction, and the deposit (less any amount released to Seller as a result of extending the Permitting Phase) shall be refunded to Buyer without further recourse to the parties hereto. In such event all engineering and surveying data of every kind and nature obtained by Buyer and its agents shall become the property of Seller and turned over to Seller forthwith.

36. Closing:

Closing shall take place within 30 days of the issuance of all the permits to construct a minimum of 28 residential units at the premises or February 1, 2013 whichever date is sooner.

37. Access and Indemnification:

Buyer may access the Premises for the purposes of permitting endeavors as set forth herein by making measurements, inspections and testing and to show the property to prospective lenders and contractors and their respective agents.

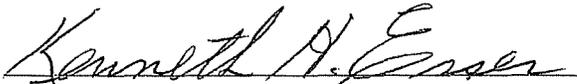
Buyer hereby indemnifies and holds harmless Seller and those claiming through Seller for any damage, injury, loss or claim as a result of Buyer's entry on the Premises.

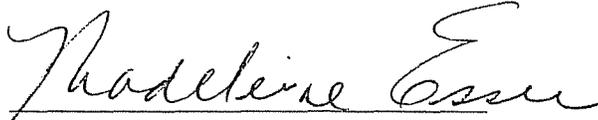
Buyer agrees to provide Seller with Certificates of Insurance and/or Letters of Indemnification to indemnify and hold Seller harmless for any and all liabilities that may be incurred by Seller resulting from the Buyer's conduct or the conduct of Buyer's engineers, surveyors or others to perform work on the subject property.

38. Time of the Essence

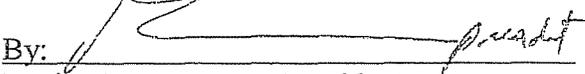
The parties agree that time is of the essence with respect to all phases of this Agreement.

Signed this 1st day of February, 2010


Kenneth Esser (Seller)


Madeleine Esser (Seller)

Trask Development, Inc. (Buyer)

By: 
Benjamin T. Stevens, President

Landham Crossing

192 Boston Post Road

Sudbury, MA

Attachment 7

Driving Directions/Area Map

Lanham Crossing,
192 Boston Post Road
Sudbury, MA

Driving Directions
Site Eligibility Application

From Massachusetts Turnpike:

Exit 13, Natick/Framingham. Take Rt. 30 East approximately 1.5 miles. Turn left on route 27 north approximately 3 miles. Turn left onto Route 20 west approximately 2.5 miles. Site is approximately 1 mile on right after you enter Sudbury (across the street from Landham Road entrance).

From Interstate Route 495:

Exit 24 routes 20 east 3.3 miles through Marlborough, continue approximately 7 miles on Route 20 east. 192 is on the left, across from the entrance to Landham Road.

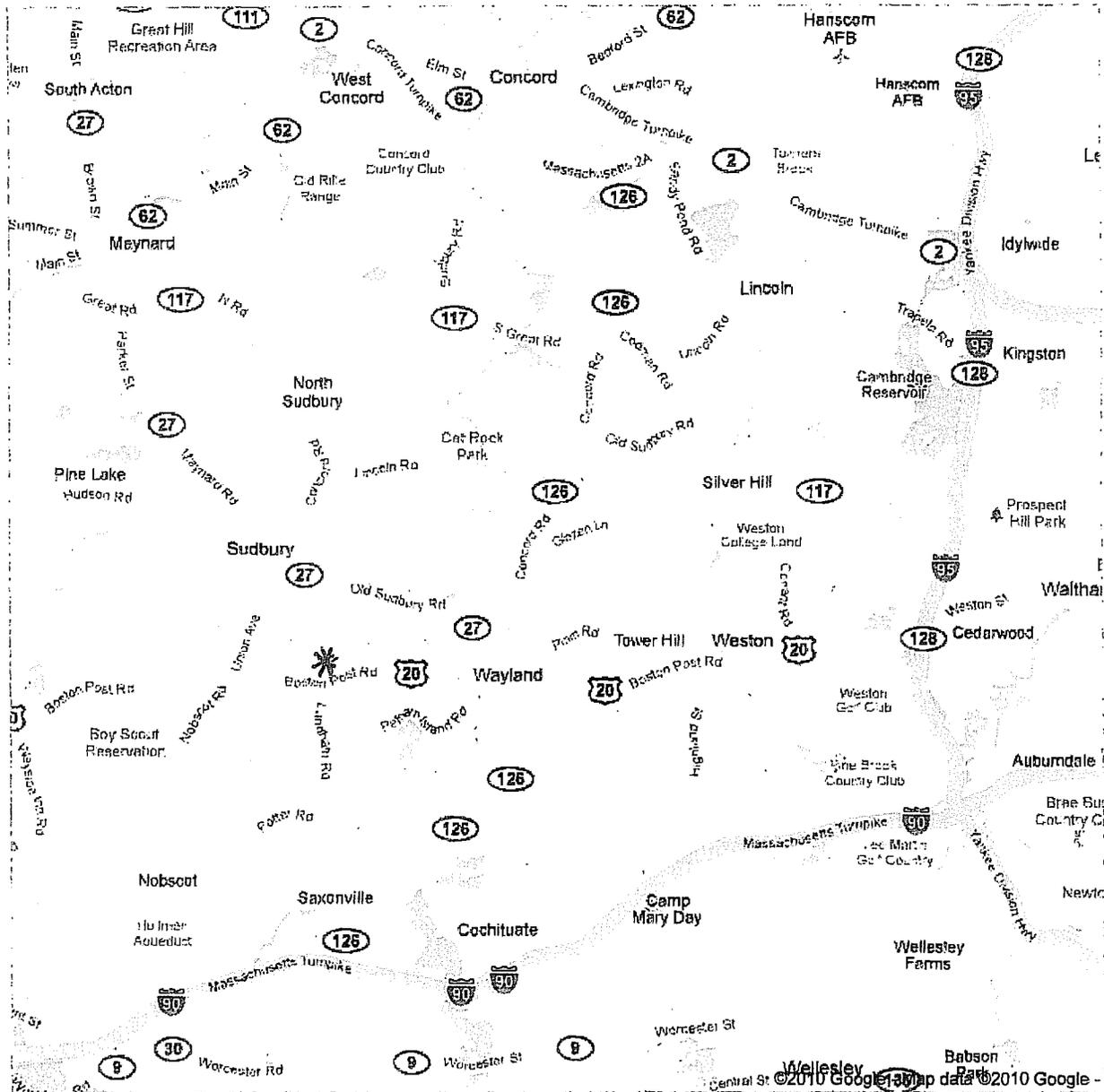
From Interstate 95:

Exit 26 to route 20 west in Waltham, approximately 7 miles through Weston and Wayland on route 20 west. Site is approximately 1 mile on right after you enter Sudbury (across the street from Landham Road entrance).

Google maps

Get Google Maps on your phone

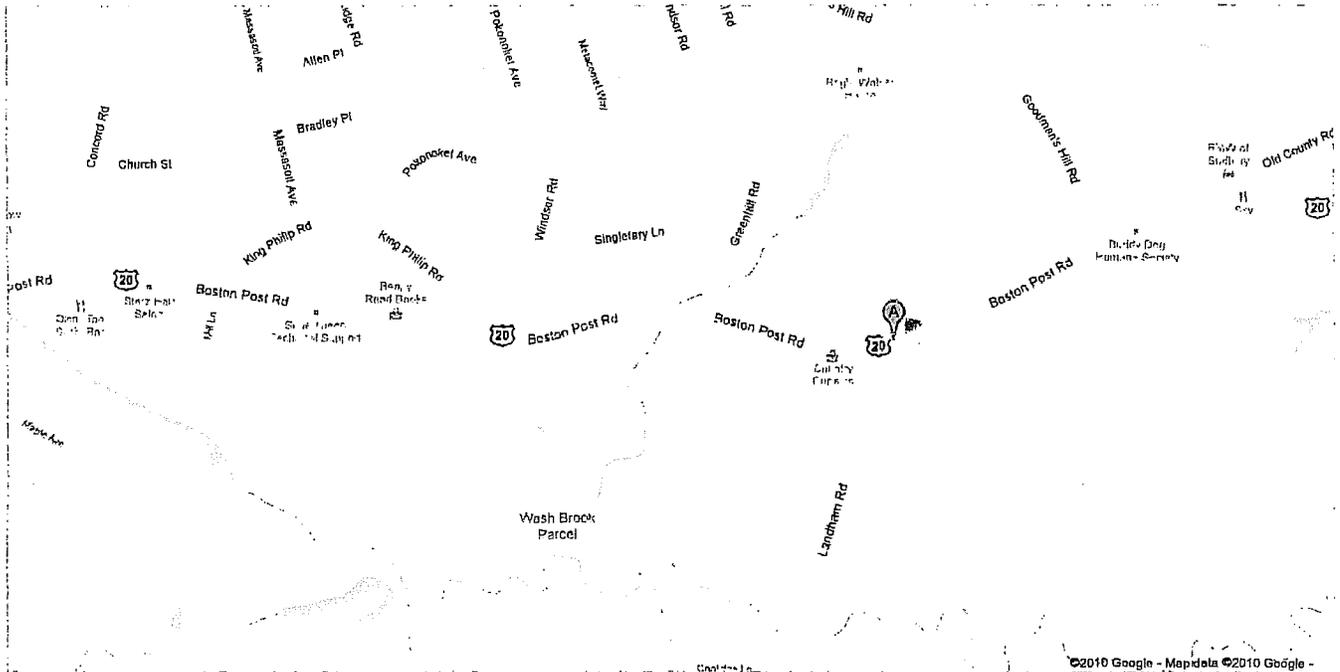
Text the word "GMAPS" to 466453



Google maps Address

To see all the details that are visible on the screen, use the "Print" link next to the map.

Print Send Link



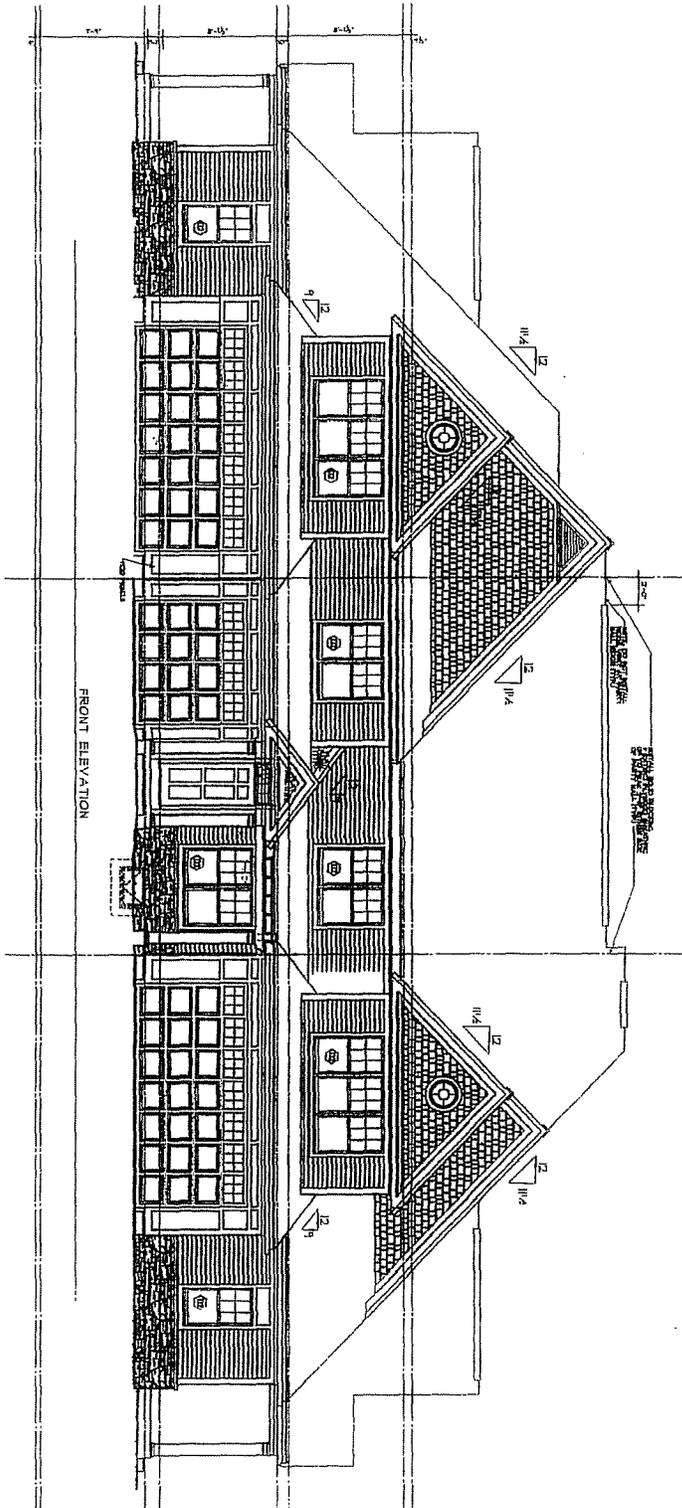
Landham Crossing

192 Boston Post Road

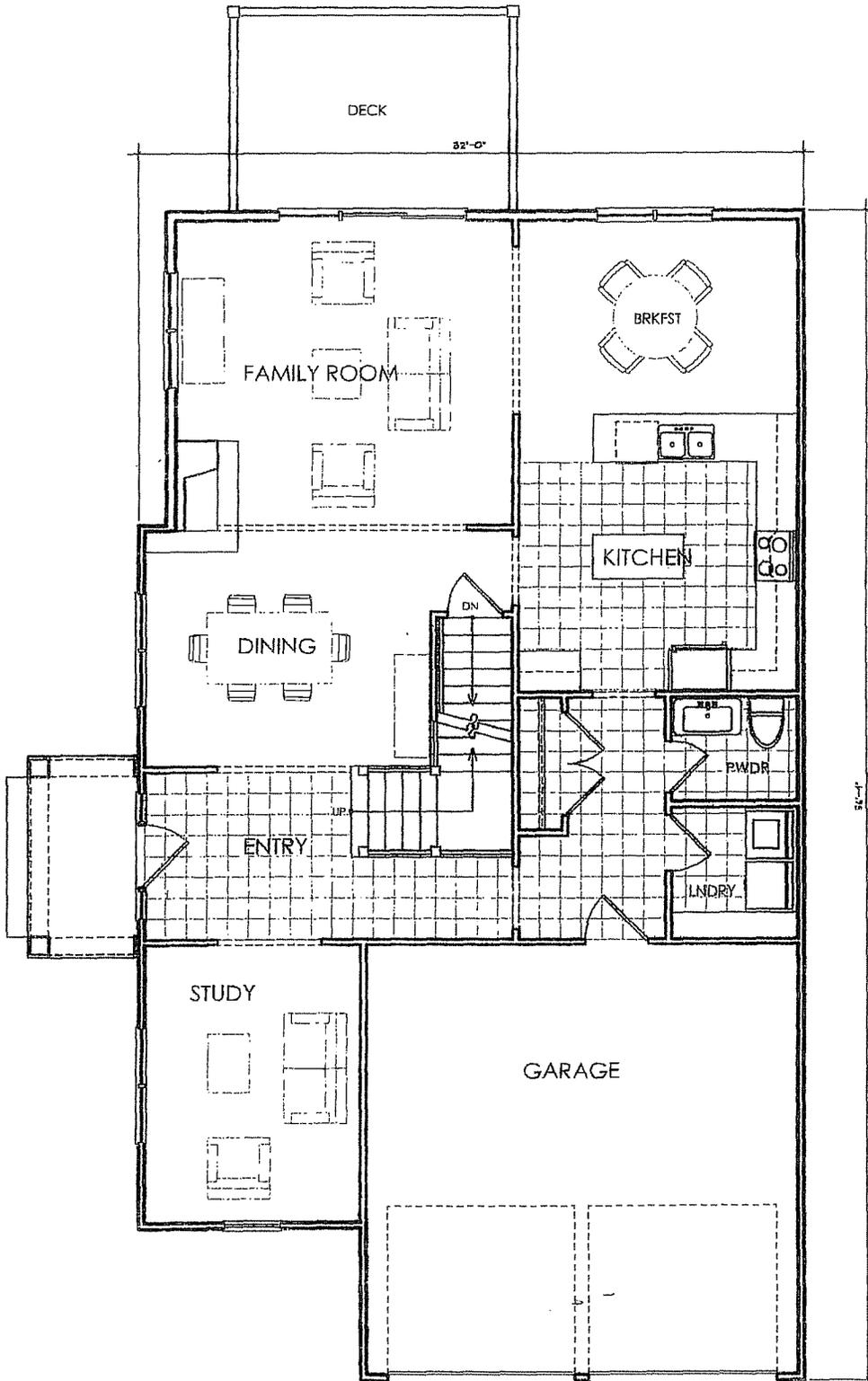
Sudbury, MA

Attachment 8

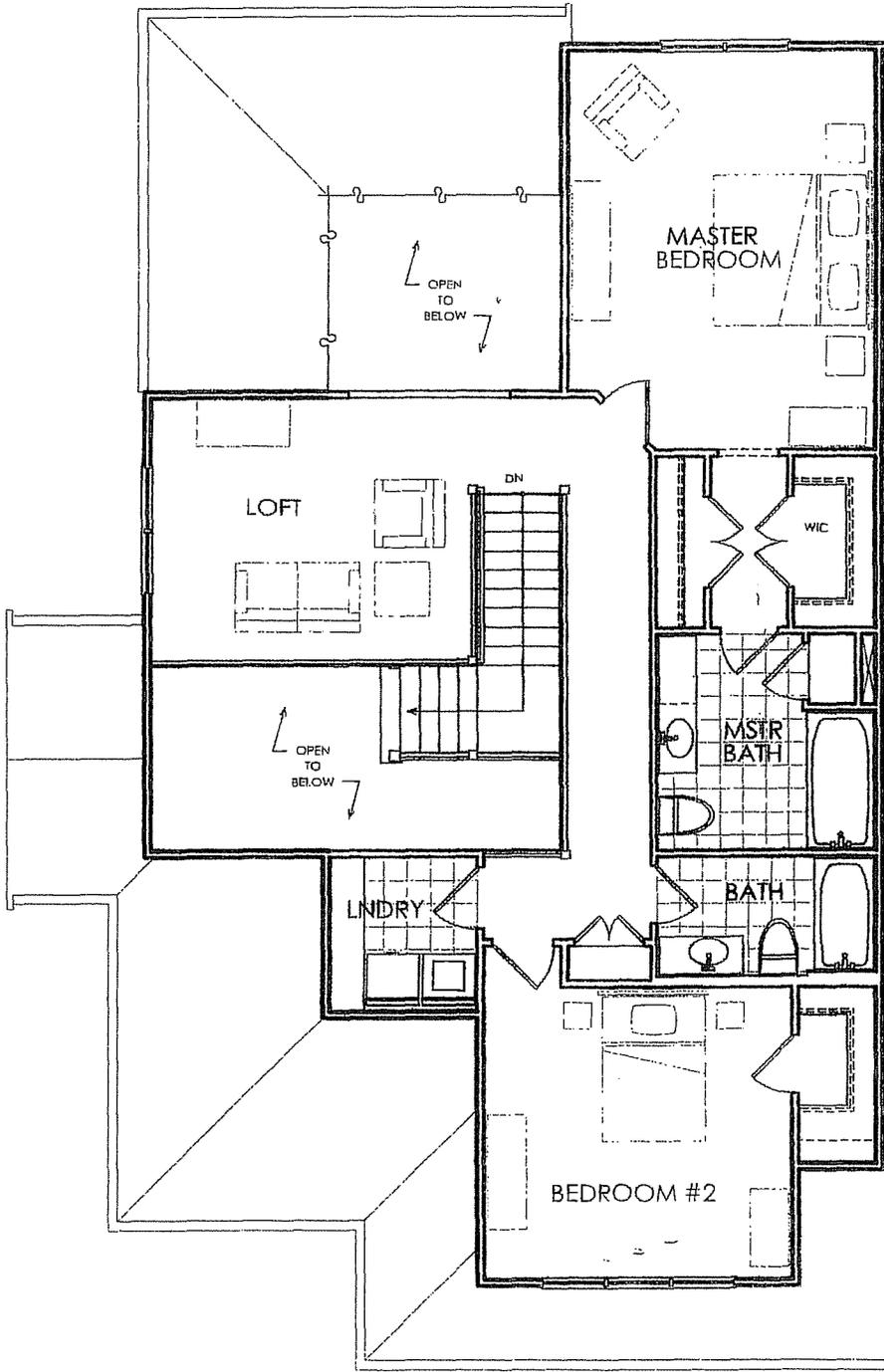
Site Development Data



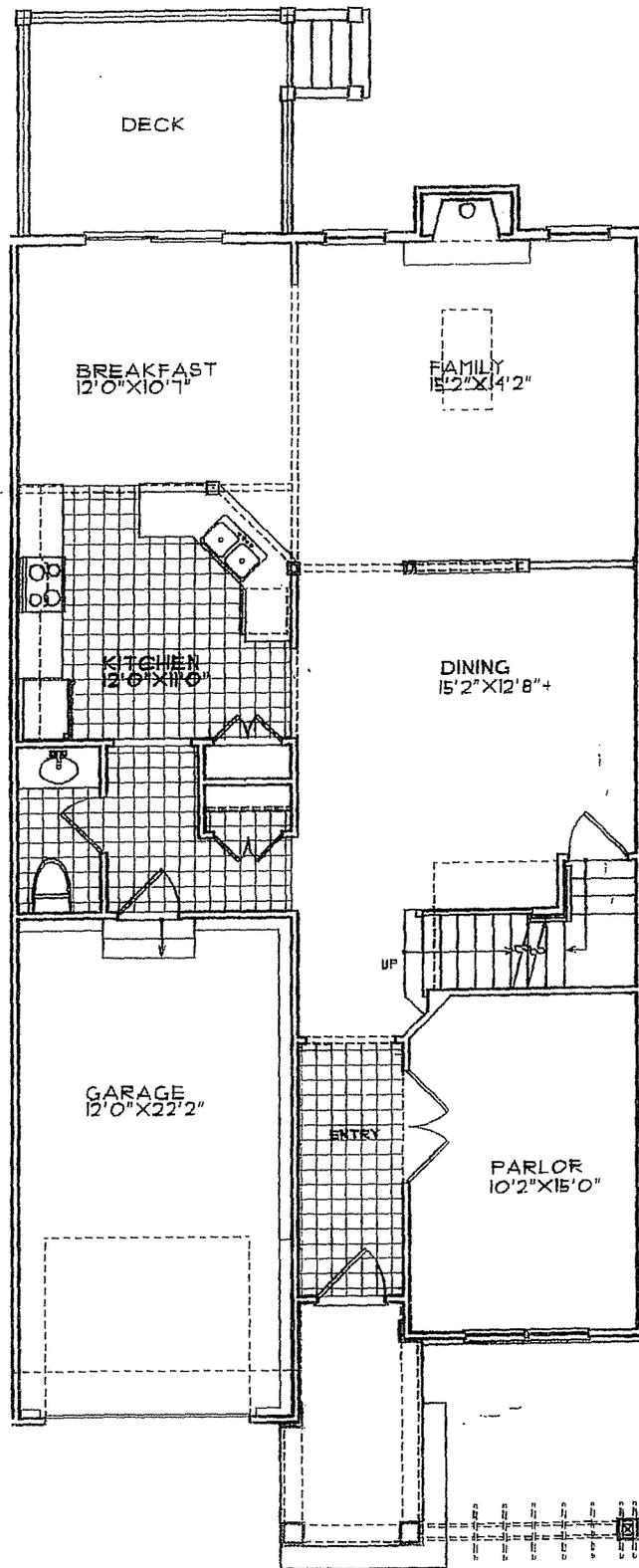
Typical 3 Unit Plan
Elevation Plan



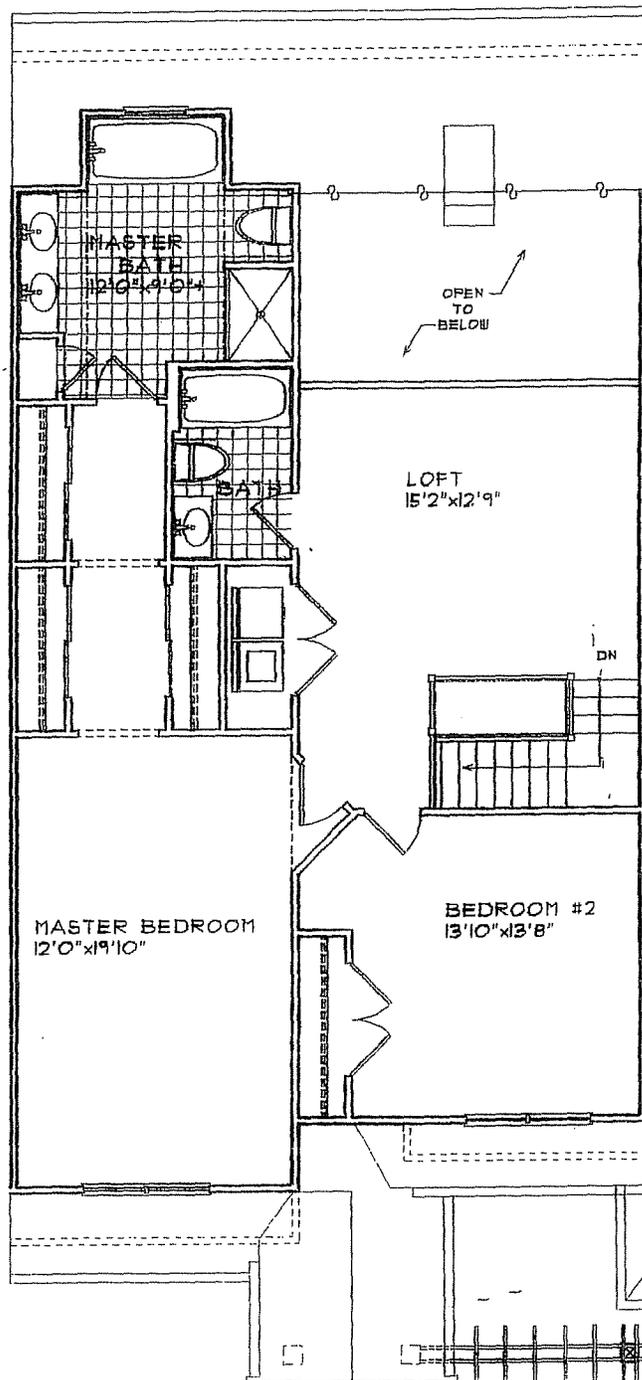
Typical End Unit Plan
 1st Floor
 Approximately 1,250 sq. ft.



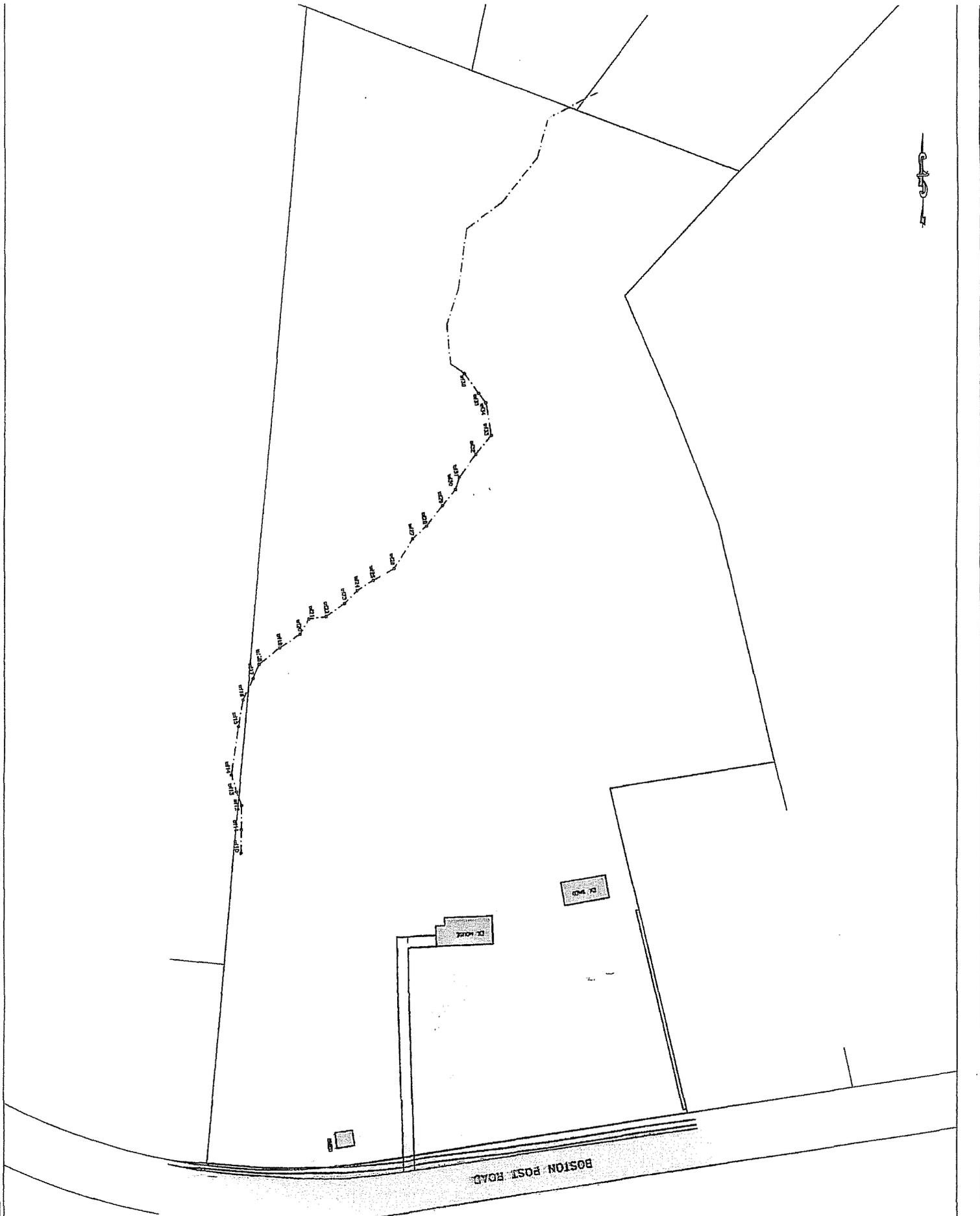
Typical End Unit Plan
2nd Floor
Approximately 1,250 sq. ft.



Typical Middle Unit Plan
1st Floor
Approximately 1,250 sq. ft.



Typical Middle Unit Plan
 2nd Floor
 Approximately 1,250 sq. ft.



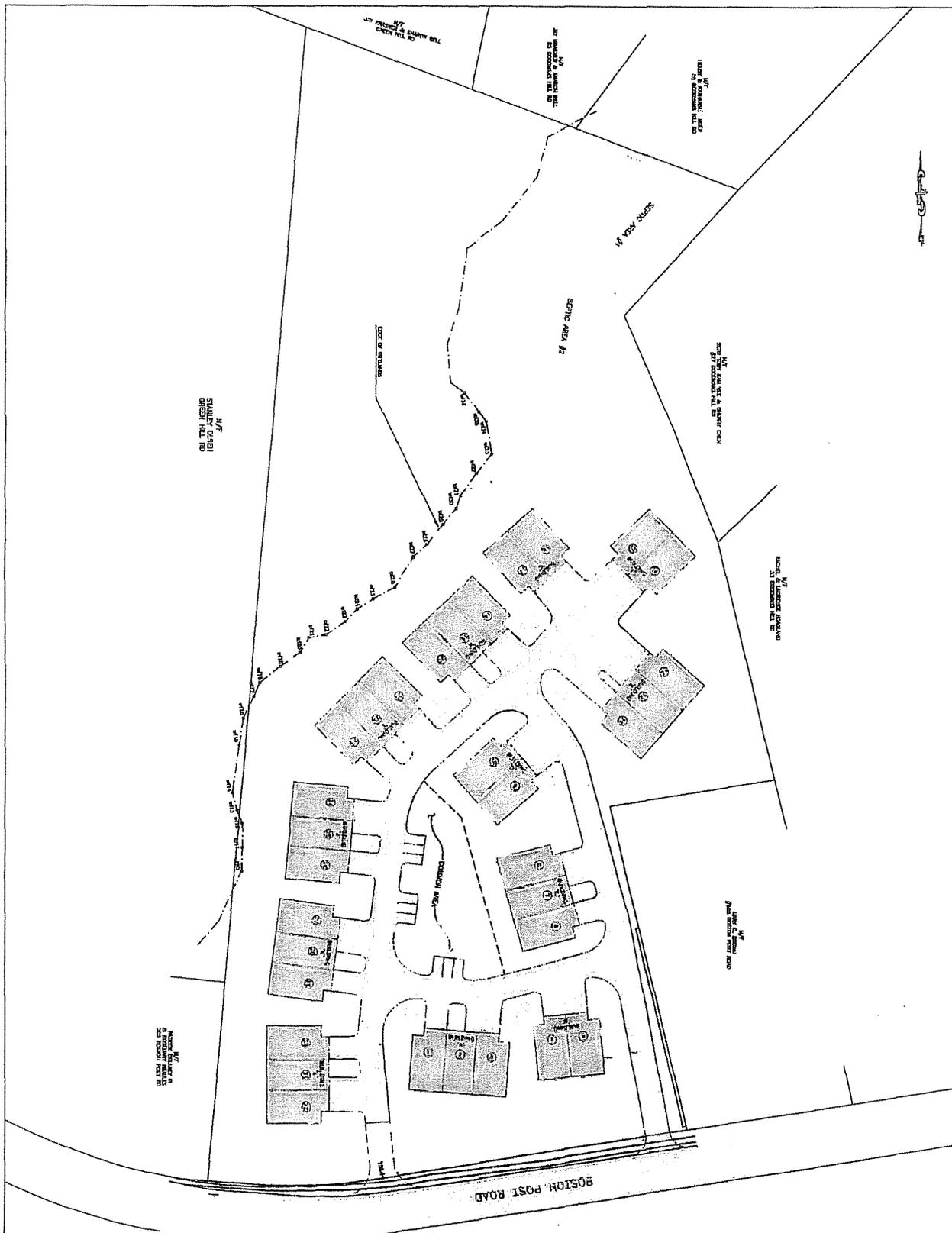
PREPARED FOR:
 TRASK DEVELOPMENT
 30 TURNPIKE ROAD
 SOUTHBOROUGH, MA 01772

Existing Conditions

PREPARED BY:
 BRUCE SALUK & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 575 BOSTON BAY DRIVE EAST

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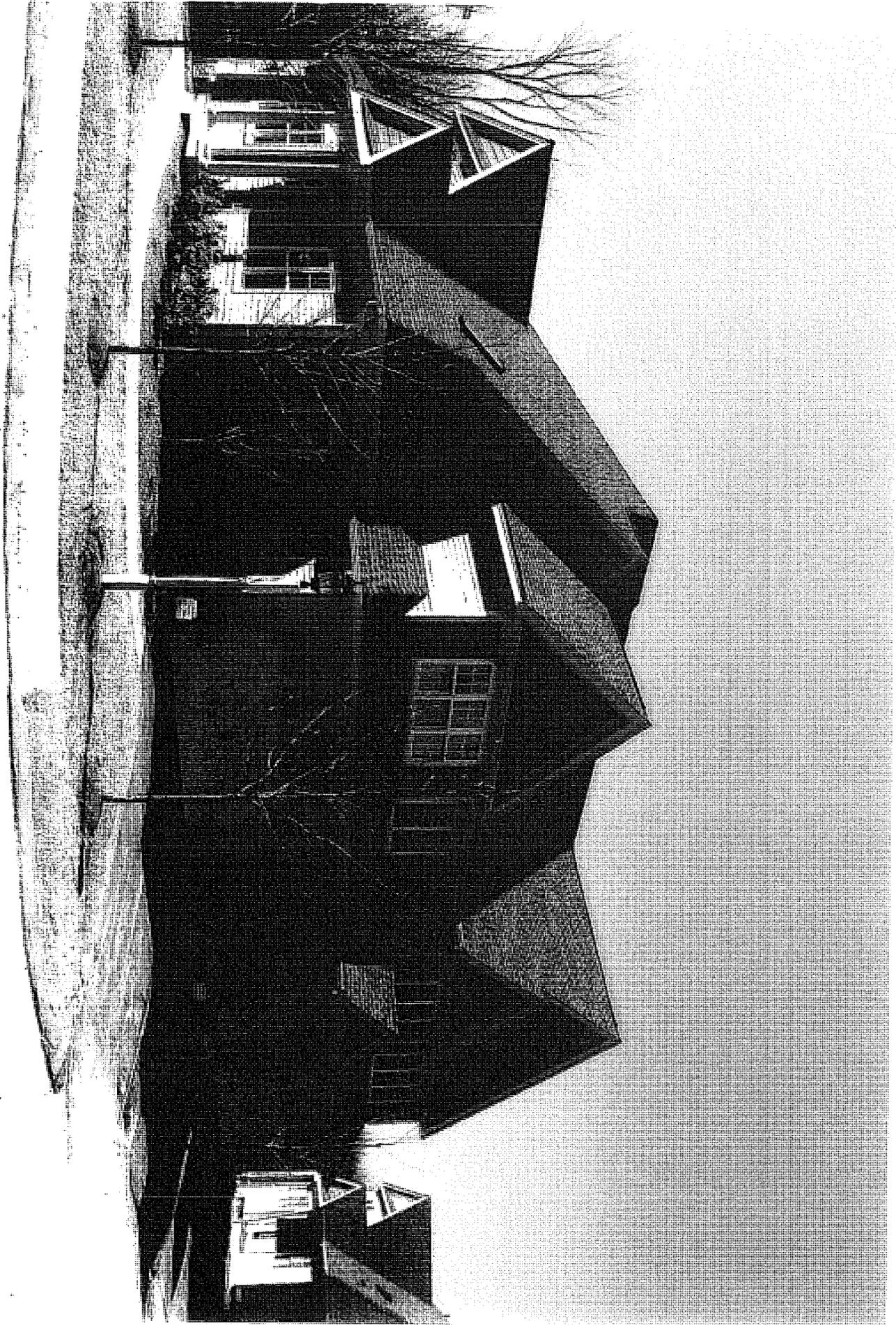
192
 192

PREPARED FOR:
 TRASK DEVELOPMENT
 30 TURNPIKE ROAD
 SOUTHBOROUGH, MA 01772
 DATE: JANUARY 5, 2010

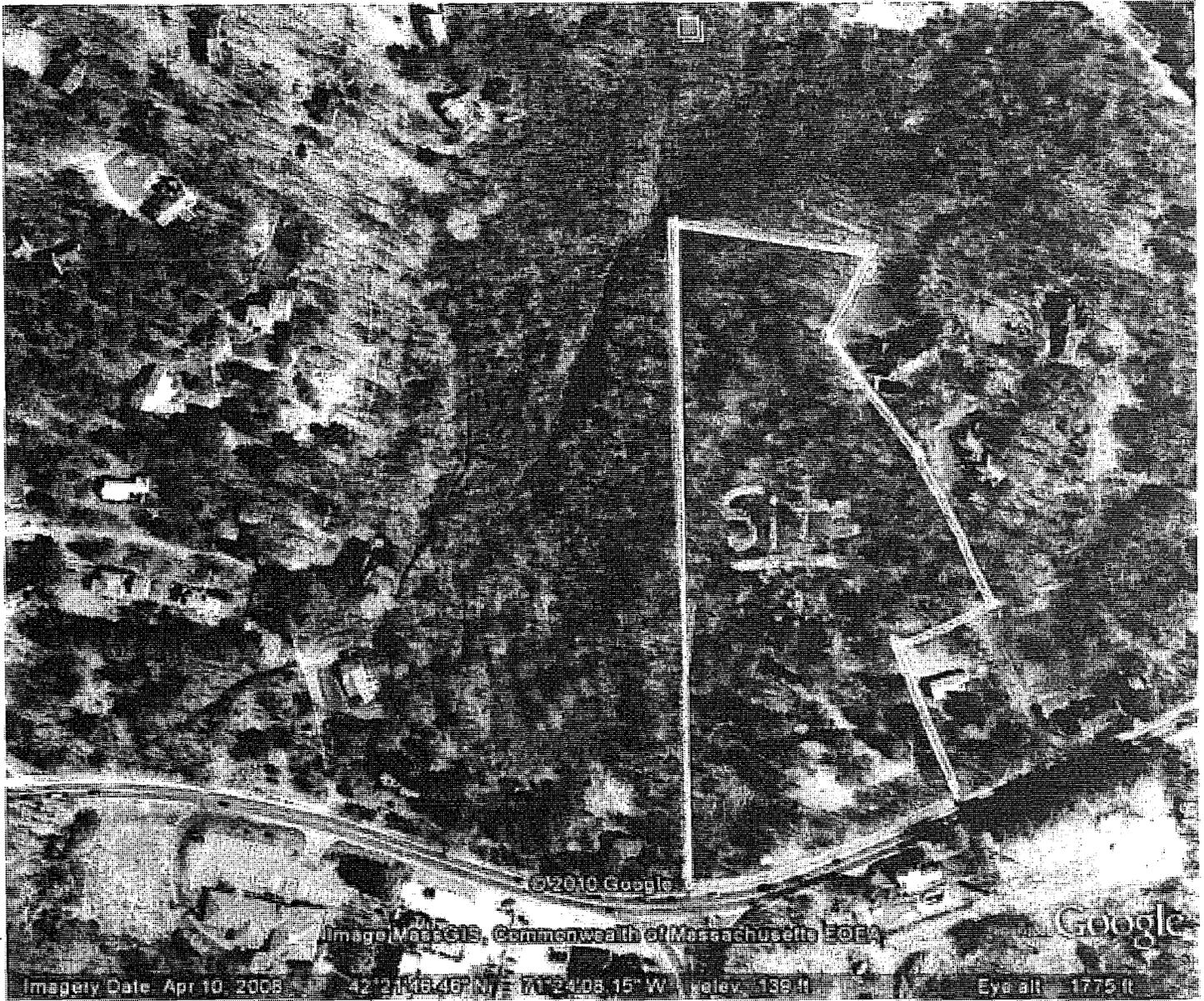
PRELIMINARY PLAN
 192 BOSTON POST ROAD
 SUDBURY, MA

PREPARED BY:
 ERIC SALLUK & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 578 BOSTON POST ROAD EAST
 SAKILBOROUGH, MA 01752
 PHONE: 508-463-1862
 FAX: 508-481-9929

NO.	DATE	DESCRIPTION	BY



Photograph of typical 3 Unit Building
Similar to be built



©2010 Google

Image Maps GIS, Commonwealth of Massachusetts EOEA

Google

Imagery Date: Apr 10, 2008

42° 21' 16.46" N / 71° 34' 08.15" W

Elev: 139 ft

Eye alt: 1773 ft