



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8255
townclerk@andoverma.gov

TOWN OF ANDOVER



PUBLIC HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that J. Chen & Ruie Family Corp., DBA Mootone Restaurant, 15 Railroad Street, Unit 3, Andover, MA has applied for a transfer from a Wine and Malt Restaurant Alcoholic Beverage License to an All Alcohol Restaurant Alcoholic Beverage License at 15 Railroad Street, Unit 3, Andover, MA. Peter Jieyu Chen, 14 Tremont Street, Malden, MA is the designated manager.

The public hearing will be held on Monday, January 9, 2017, in Conference Room A on the third floor of the Andover Town Offices, 36 Bartlet Street, Andover, Massachusetts at 7:00 p.m. in accordance with the General Laws relating thereto.

By Order of the
Board of Selectmen

Lawrence J. Murphy
Town Clerk

Date of Issue: Thursday, December 22, 2016

J. Chen & Ruie Family Corp., DBA Mootone Restaurant MOTIONS

MOTION #1

I move to approve the application of Peter Jieyu Chen, manager of J. Chen & Ruie Family Corp., DBA Mootone Restaurant, for an All Alcoholic Restaurant Alcoholic Beverage License at 15 Railroad Street, Unit 3, Andover, subject to the condition that all other requirements of the Town are met prior to issuance of said All Alcoholic Restaurant Alcoholic Beverage license.

Moved by _____

Seconded by _____

Voted _____ to _____

MOTION #2

I move the Board find that the application of J. Chen & Ruie Family Corp., DBA Mootone Restaurant for an All Alcoholic Restaurant Alcoholic Beverage License at, 15 Railroad Street, Unit 3, Andover is not detrimental to the educational and spiritual activities of the Saint Augustine Church at 43 Essex Street, Andover.

Moved by _____

Seconded by _____

Voted _____ to _____

(updated 12-~~27~~19-16)

DECLARATION OF AFFORDABLE HOUSING RESTRICTION

Pulte Homes of New England, LLC, a Michigan Corporation of 115 Flanders Road, Westborough, MA 01581 (“**Pulte**” or the “**Declarant**”), hereby declares and does hereby grant with quitclaim covenants to the Town of Andover, a Massachusetts municipal corporation acting by and through its Planning Board (the “**Planning Board**”) with a usual place of business at Andover Town Office building at 36 Bartlett Street, Andover MA 01810 (“**Andover**” or the “**Municipality**”), the following described Affordable Housing Restriction (“Restriction”) which shall burden a portion of the improvements to be constructed on that certain parcel of land located in Andover, Massachusetts, known as 459 River Road, which constitutes a portion of Andover Assessor’s Map 228, Lot 4 as more particularly described in a Deed recorded herewith at Essex North District Registry of Deeds and being more particularly shown as Lot 1 (the “**Property**”) on a Plan entitled “Plan of Land -- Pulte Homes -- dated 03/08/16 prepared by Control Point Associates, Inc. (the “**2016 ANR Plan**”) recorded with Essex North District Registry of Deeds as Plan #17443;

WHEREAS, Pulte intends to construct a senior housing residential development on the Property to be known as “**Riverside Woods**” (the “**Project or Project Site**”);

WHEREAS, the Project is to consist of a Condominium Project including a total number of two hundred (200) condominium units (the “**Units**”); and

WHEREAS, the Andover Planning Board, following notice and public hearing, approved a Special Permit pursuant to Section 8.8 of the Andover Zoning Bylaw under the Senior Residential Community Overlay District, namely Decision: SP 15-01 which was issued on October 30, 2015 and filed that date with the Andover Town Clerk’s Office and is recorded with Essex North District Registry of Deeds in Book 14713 Page 278 (the “**Special Permit**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to comply with the provisions of Special Permit, Pulte does, for itself and its successors and assigns hereby forever covenant and agree for the benefit of the Town, acting through its Planning Board, and for the benefit of all future owners of the Property and Units within Riverside Woods as follows:

1. The **Special** Permit authorizes the construction of 200 age restricted dwelling units and other improvements on the Property. According to Condition Number 26 of the **Special** Permit, in perpetuity, thirty (30) of the units within the Project shall be “affordable units”, as further

described in Section 8.8.5.8 of the Andover Zoning By-Law, (the “Affordable Units”).

Declarant shall comply in all respects with the conditions of the Special Permit pertaining to the Affordable Units. The Affordable Units are described in more detail in the **Special** Permit and the plans referenced therein. Of the affordable units, the Declarant shall set aside units representing all three income levels as follows: 30% shall serve low income persons, 40% shall serve moderate income persons and 30% shall serve upper-moderate income persons. Affordable units shall be dispersed throughout the buildings and shall be compatible with and generally comparable to the market-rate units in terms of location, quality and character. In addition, declarant show comply with the following conditions from the Special Permit:

32. Recognizing the importance of preserving affordable units for future generations, the Andover Housing Partnership has recommended that a fund be established to assist with rehabbing the thirty (30) units upon resale. As agreed upon by the applicant, one percent (1%) of the sale of each affordable unit shall be deposited into the Andover Affordable Housing Trust Fund Account, specifically identified for the future renovation or rehab of affordable units at Andover Woods;

33. To the extent permitted by the Department of Housing and Community Development and applicable law, one percent (1%) of the resale of each of the thirty (30) affordable units shall be deposited into the Andover Affordable Housing Trust Fund Account, with said condition running in perpetuity with each of the affordable units. Prior to issuance of an occupancy permit for the first affordable unit, a deed restriction or other shall have been reviewed and approved by Town Counsel;

To the extent legally permissible, the affordable units shall be offered to give the maximum preference allowed by law to current seniors of the Town of Andover, employees of the Town of Andover, Andover natives and relatives of current Andover residents ("Local Preference"). This condition is intended to complement and not to override or supersede the fair marketing regulations of the Department of Housing and Community Development (DHCD), the Massachusetts Commission Against Discrimination (MCAD), or any authority with jurisdiction and like purpose, to provide low- and moderate-income housing.2. Section 8.8.5.8.h of the Andover Zoning By-Law requires the recording of an “affordable housing restriction,” in a form approved by the Planning Board and town counsel, senior to any liens on the Project Site to protect the continued availability of the requirement for the Affordable Units in the event of any foreclosure, bankruptcy, refinancing or sale.

3. This Restriction shall prohibit the use of the Affordable Units, ~~if and~~ when constructed on the Project Site, for any use except residential use by persons who qualify as low or moderate or upper-moderate income persons as defined in Section 8.8.5.8 of the Andover Zoning By-Law, and the Special Permit. This Restriction shall burden only the Affordable Units, which shall be those units for which an Affordable Housing Deed Rider has been recorded and shall not burden the remainder of the units in which no such deed rider has been recorded or the Project Site. Declarant shall also record a Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project (“Regulatory Agreement”) approved by DHCD.

Declarant shall comply in all respects with Section 8.8.5.8 of the Andover Zoning Bylaw entitled "Affordability". Pursuant to Section 8.8.5.8.k, Declarant ~~has made arrangements satisfactory to the Andover Planning Board to~~ shall engage a Monitoring Agent to ensure that the declarant that is abiding by its obligations relative to the affordable units pursuant to the Special Permit, and shall enter into a Monitoring Agreement with the Monitoring Agent that will be subject to the approval of the Andover Planning Board.

The Monitoring Agent shall monitor resales of Affordable Units (including review of income and asset certifications, deeds, Regulatory Agreement, Deed Riders, and Affordable Housing Restrictions) for compliance with the terms of the Affordable Housing Restriction, Regulatory Agreement and Deed Rider; and issuance of certifications, as appropriate, in connection with approval of resales. The Monitoring Agent shall also locate and select, or provide assistance to the Municipality in locating and selecting, Eligible Purchasers, including without limitation, ensuring compliance with the approved Marketing Plan and lottery process. On resale of an Affordable Unit, at the request of the purchaser, the Monitoring Agent shall, if necessary under the terms of the Affordable Housing Restriction, Regulatory Agreement and Deed Rider, issue a new Resale Price Certificate recalculating the Resale Price Multiplier in accordance with the terms of the Affordable Housing Restriction and Deed Riders, and the purchaser may record the new Resale Price Certificate immediately after the recording of the deed to such Affordable Unit. The Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate shall apply to each subsequent resale of the Affordable Unit.

In the event of a violation of the provisions of this Restriction, the Regulatory Agreement or a Deed Rider, the Monitoring Agent shall have the right, ~~with the prior consent of the Project Administrator~~, to take appropriate enforcement action against the affordable unit owner or the affordable unit owner's successors in title, including, without limitation, legal action to compel the affordable unit owner to comply with the requirements of this Restriction, the Regulatory Agreement or the Deed Rider. This Restriction hereby provides for payment by the affordable unit owner of fees and expenses (including legal fees) of the Monitoring Agent in the event enforcement action is taken against the affordable unit owner hereunder the Monitoring Agent is hereby granted a lien on the unit, junior to the lien of any institutional holder of a first mortgage on the affordable unit to secure payment of such fees and expenses. The Monitoring Agent shall be entitled to seek recovery of its fees and expenses incurred in enforcing this Restriction against the affordable unit owner and to assert a lien on the relevant affordable unit to secure payment by the affordable unit owner of such fees and expenses.

The Municipality shall have the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, in addition to, and not in limitation of, any other rights and remedies available to the Municipality. Any election by the Municipality as to the manner and timing of its right to enforce this Restriction, or otherwise exercise its rights hereunder, shall not be deemed or construed to be a waiver of such rights.

The burdens of this Restriction shall run with the land, and shall be enforceable against the Declarant and the successors and assigns of the Declarant holding any interest in the Project

Site. The Municipality is authorized to record or file this Restriction, and any other notices or instruments appropriate to assuring the enforceability of this Restriction.

Upon request by the Declarant, the Municipality shall within twenty (20) days execute and deliver to the Declarant any document, including an estoppel certificate, which certifies the Declarant's compliance with any obligation of the Declarant contained herein. Failure by the Municipality to respond such request within said twenty (20) day period shall be deemed a certification of compliance and a waiver by the Municipality of any claims hereunder.

Declarant shall record this Declaration of Affordable Housing Restriction executed by Declarant, DHCD and the Board of Selectmen with the Essex North District Registry of Deeds, and provide a certified copy thereof to the Municipality prior to obtaining Declarant's first Building Permit, in accordance with Section 8.8.5.8 of the Andover Zoning Bylaw.

4. Pulte does hereby declare, represent, covenant and warrant as follows:

(a) *Pulte (i) is a limited liability company duly organized under the laws of the State of Michigan and is qualified to transact business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Declaration of Affordable Housing Restriction (hereinafter the "Restriction").*

(b) *The execution and performance of this Restriction by Pulte (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.*

(c) *Pulte will, at the time of the delivery and recording of this Restriction, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance which would prevent use of the Property for the Project or which would prevent the execution and recording of this Restriction.*

(d) *There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of Pulte, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Restriction).*

5. This Restriction shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Restriction must be in writing and consented to in writing by Pulte and the ~~Town~~Municipality acting by its Planning Board. The invalidity of any clause, part, or provision of this Restriction shall not affect the validity of the remaining portions hereof.

6. The Declarant agrees to file this Restriction with the Essex North Registry of Deeds, and to forward recorded copies of this Restriction to the Planning Board within thirty (30) days of recording.

7. This Restriction shall be binding upon and inure to the benefit of the owner of the Property, the owners of Units in the proposed condominium, and any successors in interest to the Property, it being the express intention and understanding and agreement that this Restriction shall constitute a Restriction running with the land. Each and all of the Restrictions and provisions of the Restriction shall be incorporated by reference into and shall be referenced in all future affordable unit deeds for in the Condominium.

8. This Restriction shall also be and is for the benefit of the ~~Town~~Municipality, its successors and assigns.

9. This Restriction shall run with the Property in perpetuity from the date of recordation in the Essex North District Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Property or claiming to have an interest with respect to said Property as tenants, invitees, licenses or otherwise, and all of the respective heirs, successors, grantees, mortgagees, assigns, agents, contractors, subcontractors and employees of the foregoing. This Restriction is hereby intended and declared to be a Restriction in perpetuity held by a governmental body as defined in and with the benefit of M.G.L. c. 184, § 32 and no re-recordation of this Restriction under G.L. c. 184, §§23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority thereof and Declarant and its successors and assigns, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Restriction.

10. This Restriction shall not be modified, amended, changed, or terminated or waived without the consent of the Declarant (or Declarant's successor) and the consent of the ~~Town~~Municipality. The Declarant as well as the ~~Town~~Municipality, may enforce and, if necessary, extend this Restriction in accordance with applicable law. Declarant agrees for itself, and its heirs, successors and assigns to execute and record such notices of restriction as are required to extend this Restriction in perpetuity in accordance with applicable law. The ~~Town~~Municipality is hereby declared to be a benefited party to and a holder of this Restriction and the Declarant hereby appoints the ~~Town~~Municipality as its attorney-in-fact to execute, acknowledge, deliver and record any such notice or instrument on its and/or their behalf, including, but not limited to any notice or instrument which may at any time be necessary to maintain this Restriction in effect in perpetuity. Without limiting the foregoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the ~~Town~~Municipality.

11. The Town Municipality shall have the authority and right to enforce this Restriction as a benefited party. The Town Municipality shall have the right to enter the Property in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the Property to determine compliance with this Restriction; (ii) enforcing this Restriction; and (iii) taking any other action which may be necessary or appropriate. The Town Municipality shall have the right to bring proceedings at law or equity against any party or parties violating or attempting to violate the terms of this Restriction to enjoin them from so doing and to cause any such violation to be remedied, after providing written notice to such party or parties and the Town Municipality shall recover its attorney's fees and costs in any action of enforcement.

12. If any court or other tribunal of competent jurisdiction determines that any provision of this Restriction is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

13. Any election by the Town Municipality as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

14. Declarant and Declarant's successors and assigns, including all subsequent owners of the Property or portions thereof, shall inform a potential purchaser in writing of this Declaration of Restriction and shall incorporate this Declaration of Restriction, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property or any portion thereof is conveyed.. Any such deed purporting to convey any portion of the Property or interest therein without including this Restriction in full or by reference shall be deemed and taken to include said Restriction in full even though said Restriction is not expressly described or referenced therein.

15. No amendment or release of this Restriction shall be effective unless it has been approved in writing by the Town Municipality acting by its Planning Board (hereinafter the "Town Approval") and by the DHCD and said amendment or release and the requisite Town Approval ~~has~~ and DHCD Approval have been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

16. Pulte intends, declares and Restrictions on behalf of itself and its successors and assigns (i) that this Restriction and the Restrictions, agreements and restrictions contained herein shall be and are Restrictions running with the land, encumbering the Project for the duration of this Restriction, and are binding upon Pulte's successors in title, (ii) are not merely personal Restrictions of Pulte, and (iii) shall bind Pulte, its successors and assigns and inure to the benefit of Andover and its successors and assigns for the for the duration of this Restriction. Pulte hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts

required to be satisfied in order for the provisions of this Restriction to constitute restrictions and Restrictions running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

17. Pulte represents and warrants that it has not mortgaged the Property and does not require the consent of any mortgagees of the Project to the execution and recording of this Restriction.

For Declarant's title to the the Project Site, see the deed recorded at the Essex North Registry of Deeds in Book 14713, Page 190.

[Signature page follows]

EXECUTED as an instrument under seal as of the ____th day of _____
20162017.

DECLARANT:

Pulte Homes of New England, LLC,
a Michigan limited liability company

By: _____

Name:

Title: Duly Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.
20162017

- ~~December~~ January __,

On this ___ day of December, 2016, before me, the undersigned notary public, personally appeared _____, Authorized Signatory for **Pulte Homes of New England, LLC**, proved to me through satisfactory evidence of identification, which was that he is personally known to me to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose, and that he has the authority to sign in that capacity.

Notary Public

My Commission Expires:

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned Board of Selectmen of the Town of Andover, Massachusetts, pursuant to Massachusetts General Laws Chapter 40, Section 8C approve the foregoing conveyance to said Town.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 201____ before me, the undersigned notary public, personally appeared _____, member of the Norfolk Board of Selectmen, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in the capacity indicated, and that he has the authority to sign in that capacity.

Notary Public
My Commission Expires:

(Pulte Draft 12-31-16 and 1-5-17 for
Conservation Commission comments)

GRANTOR: Pulte Homes of New England LLC

GRANTEE: Town of Andover, Essex County, Massachusetts, acting by and through its Conservation Commission

ADDRESS OF PREMISES: off of 459 River Road, Andover, MA 01810

FOR GRANTOR'S TITLE SEE: Essex North Registry of Deeds at Book 14713 page 190

CONSERVATION RESTRICTION

Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts with an office at 115 Flanders Road, Westborough, Massachusetts 01581 constituting the sole owner of the Premises, for its successors in title (“Grantor”), acting pursuant to Sections 26, 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the Inhabitants of the **Town of Andover, Essex County, Massachusetts**, acting by and through its Conservation Commission (the “Town”), having a usual business address of 36 Bartlett Street Andover MA 01810 and their permitted successors and assigns (“Grantee”), for and in consideration of One Dollar (\$1.00), and of other good and valuable consideration, the receipt of which is hereby acknowledged IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following perpetual Conservation Restriction on land hereinafter described, which land shall be kept in an open or natural state and shall not be built upon for residential use or developed for accessory uses such as parking or roadway, nor built upon or developed for other uses contrary to or incompatible with the use of land intended to be kept and maintained in an open or natural state, subject to the reserved rights as set forth below:

the land consists of Proposed Lot 2 being a certain parcel of land in the Town of Andover, Essex County, Massachusetts (the “Premises”), located off of 459 River Road, in said Andover being shown as **Proposed Lot 2** (containing 313,978 square feet/7.207 acres) on Plan of Land Entitled "Plan of Land Pulte Homes, 0 & 459 River Road, Lot 4, Map 228, and Lot 5, Map 229, Town of Andover, Essex County, Commonwealth of Massachusetts, dated 03/08/16 by Control Point Associates, Inc., which Plan is recorded with the Essex County North Registry of Deeds as Plan #17443 on June 16, 2016 (the “Plan”) (“Premises”).

Proposed Lot 2 contains 313,978 square feet/7.207 acres more or less according to the Plan and is conveyed subject to easements as shown on the Plan.

~~Being the same premises conveyed to the Grantor by~~ For title reference, see Deed to Grantor dated June 30, 2016, and recorded with the Registry in Book 14713, Page 190.

The terms and provisions of this Conservation Restriction are as follows:

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 26, 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required pursuant to Subsection 8.8.5.7 of the Andover Zoning Bylaw, and the Planning Board Special Permit Decision: SP 15-01 dated October 30, 2015 with the Registry at Book 14713 Page 278.

The conservation values include the following:

- Open Space Preservation. The Premises contributes to the protection of the scenic and natural character of Andover and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Priority Natural Communities. Natural communities with limited distribution - regionally or globally - and the best examples documented of more common types such as old-growth tracts of widespread forest types. There are 782 examples of 94 different types of priority and exemplary Natural Community types included in BioMap2. Natural communities are defined as interacting assemblages of plant and animal species that share a common environment and occur together repeatedly on the landscape. Conservation of these areas will support the persistence of numerous characteristic common as well as rare species within Massachusetts.
- This parcel is a “High Priority Parcel” on the Commonwealth’s BioMap 2.
- Public access trails for passive recreation, education, and nature study.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow other to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on ~~or~~ above, or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for ~~more than de minimis~~ commercial recreation, business, residential or industrial use;
- (9) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (10) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

Add, delete, or edit any rights the owner wishes to reserve.

- (2) Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, woods roads, fence lines and trails and meadows;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (7) Trails. The marking, clearing and maintenance of existing footpaths. Trails are to be not wider than ~~___~~10 feet
- (8) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; Forestry, Agriculture, other reserved rights.

(9) Outdoor Passive Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities;

(10) Grantor, subject to the foregoing, reserves the right to enter onto the Premises, in the event of emergency or unforeseen situations requiring Grantor to remediate any conditions for which Grantor has responsibility to remediate (“Grantor’s Remediation”) ~~in the event that Grantor determines it to be convenient or necessary to do so,~~ in order to facilitate Grantor’s buildout of Riverside Woods (a senior living condominium community) in accordance with the Planning Board approved Special Permit Plan, or to otherwise comply with lawful governmental orders carry out any necessary Grantor’s Remediation.

(11) Grantor reserves the right, acting together with the Andover Board of Selectmen and the Andover Conservation Commission, to revise this Conservation Restriction in order that the approval of the Commonwealth Executive Office of Energy and Environmental Affairs (“EEOA”) may be obtained on a restated or replacement Conservation Restriction (the “Final CR”); once so amended, approved by EEOA, and duly recorded with the Registry of Deeds, said Final CR shall supersede this initial Conservation Restriction.

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee’s approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor’s request. Grantee’s approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any

violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said

violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor also grants to the public the Public Access Rights as described on Exhibit A attached hereto and incorporated herein by reference.

V. DURATION

A. Grantor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Conservation Restriction and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Premises in perpetuity, and are binding upon Grantor's successors in title, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, its successors and assigns and inure to the benefit of the Town and its successors and assigns in perpetuity. The term of this Conservation Restriction shall be perpetual, and this Conservation Restriction shall be deemed an "other restriction held by a governmental body" as that term is used under G.L. c. 184, § 26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§ 26-30. To the extent such Conservation Restriction is deemed subject to said statutes, this Conservation Restriction shall have a duration of two hundred (200) years, and may, during said term of years, be renewed for successive twenty (20) year periods by filing a notice of the continued enforceability of said Conservation Restriction prior to expiration of the thirty (30) year term which commenced on the date of imposition of the Conservation Restriction, and thereafter by filing a notice of continuation prior to the end of each such twenty (20) year renewal period, as allowed by law pursuant to G.L. c. 184, §§ 26-30. The Grantor hereby appoints the Town, acting by and through its Conservation Commission, as Grantor's agent to execute and record such notices and agrees that the Grantor shall execute and record such a notice upon request. If circumstances arise in the future that render the purposes of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction. .

B. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B – above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction and shall not affect its perpetual duration. Grantor, the Andover Board of Selectmen and the Andover Conservation Commission, intend to work closely together to prepare and process an additional, conventional Conservation Restriction in order that the approval of the Commonwealth Executive Office of Energy and Environmental Affairs may be obtained on a restated or replacement Conservation Restriction, all as identified in Subsection II.B. 11. Any amendment shall be recorded in the Essex North Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, and it has been recorded in a timely manner in the [*enter County*] Registry of Deeds..

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Type in address here.

To Grantee: Type address here.

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 26 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Homestead

The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. The Grantor agrees to subordinate all liens, mortgages, construction loans and home equity lines of credit to this Conservation Restriction.

D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor
Grantee Acceptance
Approval by Conservation Commission
Approval by Board of Selectmen

Exhibits:

Exhibit A: Public Access Rights Exhibit B: sketch plan

No documentary stamps are required, the consideration for this conveyance being nominal.

SIGNATURE PAGE TO FOLLOW

Executed as a sealed instrument this _____ day of _____, 201_.

Pulte Homes of New England LLC

By: _____
Reid A. Blute
Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this _____ day of _____, 201_ before me, the undersigned notary public, personally appeared Reid A. Blute, Authorized Signatory for Pulte Homes of New England LLC who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in the capacity indicated, and that he has the authority to sign in that capacity.

Notary Public
My Commission Expires:

APPROVAL OF THE CONSERVATION COMMISSION

We, the undersigned Conservation Commission of the Town of Andover, Massachusetts, pursuant to Massachusetts General Laws Chapter 40, Section 8C approve the foregoing conveyance to said Town.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 201_ before me, the undersigned notary public, personally appeared _____, member of the Andover Conservation Commission, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in the capacity indicated, and that he/she has the authority to sign in that capacity.

Notary Public
My Commission Expires:

APPROVAL OF BOARD OF SELECTMEN

We, the undersigned Board of Selectmen of the Town of Andover, Massachusetts, pursuant to Massachusetts General Laws Chapter 40, Section 8C approve the foregoing conveyance to said Town.

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 201____ before me, the undersigned notary public, personally appeared _____, member of the Norfolk Board of Selectmen, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, in the capacity indicated, and that he has the authority to sign in that capacity.

Notary Public
My Commission Expires:

EXHIBIT A

Public Access Rights

At the time of creation and recording of this Conservation Restriction in January 2017, the Premises which is the subject of this Conservation Restriction (Proposed Lot 2) is adjacent to other land owned by the Grantor, namely Proposed Lot 1 as shown on Essex County North Registry District Plan 17443, which Proposed Lot 1 is currently and will for the foreseeable future over the next several years be a very active construction site, as Grantor proceeds to build out Riverside Woods, an active senior community containing 200 condominium units.

In connection with the execution and delivery of this Conservation Restriction, Grantor intends to accelerate the conveyance of the Premises (Proposed Lot 2) to Andover Village Improvement Society (“AVIS”) to January 2017, significantly prior to the requirements of Condition 46 of Planning Board Special Permit SP 15-01 (recorded with the Registry at Book 14713 Page 278). AVIS is in the process of purchasing a substantial portion of Proposed Lot 3 from Melmark; Melmark and Avis are working on providing suitable public access to the Premises (Proposed Lot 2), consistent with the fact that Melmark itself will be conducting construction activities on its property.

Grantor remains committed and obligated pursuant to the terms of Condition 47 of Planning Board Special Permit SP 15-01 (recorded with the Registry at Book 14713 Page 278), provide “a minimum 10 foot pedestrian access easement to AVIS and/or the Town of Andover” in a location agreeable to grantor, Avis or the town of Andover. As provided for in said Condition 47:

“The purposes of the pedestrian access easement is to provide public access from River Road to areas along the Merrimack River. Said location shall be confirmed by Pulte New England, Melmark New England and AVIS and/or the Town of Andover prior to executing the formal pedestrian access easement.”

As further provided for in said Condition 47, a copy of the formally executed pedestrian access easement must be provided to the Andover Planning Department “prior to issuance” of the Grantor’s last Building Permit.

EXHIBIT B

Sketch Plan

**RIVERSIDE WOODS
ANDOVER, MA
DEVELOPED BY PULTE HOMES OF NEW ENGLAND
AFFORDABLE HOUSING LOTTERY PROGRAM
JWO CONSULTANT SERVICES
P.O. BOX 323
WESTWOOD, MA 02090
781.329.8201**

November 30, 2016

Andrew P. Flanagan
Andover Town Manager
36 Bartlet Street
Andover, MA 01810

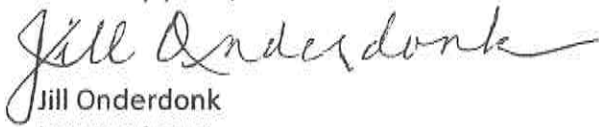
Dear Mr. Flanagan:

I am submitting to you the Local Action Units (LAU) application for the Riverside Woods development. I have completed the application and marketing materials in my role as the Lottery Agent for the project. I am also attaching copies of the Special Permit for the project, and the preliminary price worksheet that was completed by Monitoring Agent (Andover Community Trust) and approved by DHCD. The other documents that are listed on page 5 of the LAU application will be provided to DHCD and the Town with the Regulatory Agreement (RA). The RA is being prepared by the developer's legal counsel and should be forwarded to the Town shortly.

The LAU application must be submitted to DHCD as soon as possible so that their review can be completed in a timely manner. We hope to begin marketing by late spring or summer so that affordable buyers will be qualified for the first phase of units that will be completed in 2017.

Thanks you for your assistance with this application. Please contact me at 781-329-8201 or by email at jillonderdonk@gmail.com if you have any questions.

Sincerely yours,


Jill Onderdonk
Lottery Agent

**RIVERSIDE WOODS
ANDOVER, MA
DEVELOPED BY PULTE HOMES OF NEW ENGLAND
AFFORDABLE HOUSING LOTTERY PROGRAM
JWO CONSULTANT SERVICES
P.O. BOX 323
WESTWOOD, MA 02090
781.329.8201**

November 30, 2016

Rieko Hayashi
Dept. of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114


Dear Rieko:

I am submitting to you the Local Action Units (LAU) application for the Riverside Woods development. I have completed the application and marketing materials in my role as the Lottery Agent for the project. I am also attaching copies of the Special Permit for the project, and the preliminary price worksheet that was completed by Monitoring Agent (Andover Community Trust) and approved by DHCD. The other documents that are listed on page 5 of the LAU application will be provided to DHCD and the Town with the Regulatory Agreement (RA). The RA is being prepared by the developer's legal counsel and should be forwarded to the Town shortly.

The LAU application must be submitted to DHCD as soon as possible so that their review can be completed in a timely manner. We hope to begin marketing by late spring or summer so that affordable buyers will be qualified for the first phase of units that will be completed in 2017.

Thanks you for your assistance with this application. Please contact me at 781-329-8201 or by email at jillonderdonk@gmail.com if you have any questions.

Sincerely yours,


Jill Onderdonk
Lottery Agent

Community Support Narrative, Project Description and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

Riverside Woods is a new Senior Housing development located at 459 River Road in Andover, MA. This seventy acre parcel of land was formerly the site of St. Francis Seminary and has been sold and divided into this senior housing development and housing units for the Melmark School. Riverside Woods will include over seven acres of protected open space when all of the housing units are completed. A total of two hundred units of Senior Housing will be constructed.

This project was approved by Special Permit under the Andover Senior Residential Overlay District zoning for senior residents 62 years old or older. This development will include four buildings with garden style condominium units and fourteen detached town homes along the frontage area of River Road. The garden style units will be a mixture of one and two bedroom units with fifteen percent of each building providing a combination of one and two bedroom affordable units. Parking will be provided underneath each building with four levels of housing units above the parking. The affordable units will be marketed to three income categories in order to serve a wide variety of senior applicants. Each building will have affordable units for applicants at sixty percent of the Area Median Income, eighty percent of the Area Median Income, and one hundred and twenty percent of the Area Median Income. None of the town houses will be sold as affordable units.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: Paul J. Salfia

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature: _____

Print Name: _____

Date: _____

Municipal Contact Information

Chief Executive Officer

Name Paul J. Salfia
Address Andover Town Hall, 36 Bartlet Street, Andover, MA 01810
Phone 978-623-8227
Email selectmen@andoverma.gov

Town Administrator/Manager

Name Andrew P. Flanagan
Address Andover Town Hall, 36 Bartlet Street, Andover, MA 01810
Phone 978-623-8227
Email aflanagan@andoverma.gov

City/Town Planner (if any)

Name Lisa LaGrasse Schwarz
Address Andover Town Hall, 36 Bartlet Street, Andover, MA 01810
Phone 978-623-8310
Email planning@andoverma.gov

City/Town Counsel

Name _____
Address _____
Phone _____
Email _____

Chairman, Local Housing Partnership (if any)

Name _____
Address _____
Phone _____
Email _____

Community Contact Person for this project

Name Lisa LaGrasse Schwarz
Address Andover Town Hall, 36 Bartlet Street, Andover, MA 01810
Phone 978-623-8310
Email planning@andoverma.gov

The Project

Developer

Name Pulte Homes of New England, LLC
 Address 115 Flanders Road, Suite 200, Westborough, MA 01581
 Phone 508-621-0408
 Email mark.mastrolanni@pultegroup.com

Is your municipality utilizing any HOME or CDBG funding for this project? Yes No

Local tax rate per thousand \$ 14.82 for Fiscal Year 2016

Site Characteristics

<u>Project Style</u>	<u>Total # of Units</u>	<u># of Units Proposed for LAU Certification</u>
Detached single-family house	<u>14</u>	<u>0</u>
Rowhouse/townhouse	<u> </u>	<u> </u>
Duplex	<u> </u>	<u> </u>
Multifamily house (3+ family)	<u>186</u>	<u>21</u>
Multifamily rental building	<u> </u>	<u> </u>
Other (specify)	<u>9</u>	<u>9 at 120%</u>

Unit Composition

Type of Unit:	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sales Prices/Rents	Proposed Condo Fee
Condo Ownership							
Fee Simple Ownership							
Rental							
Affordable:	8	1	1			\$110,000 \$155,000	\$130
	13	2	2			\$125,000 \$170,000	\$150
Market:	170	2+	2 1/2				

Income level	1 Person household income		2 person household income		3 person household income	
	1 BR 60%	2 BR 60%	1 BR 80%	2 BR 80%	1 BR 120%	2 BR 120%
50%	29,450	736	33,650	841	37,850	946
60%	35,340	884	40,380	1,010	45,420	1,136
70%	41,230	1,031	47,110	1,178	52,990	1,325
80%	46,000	1,150	52,600	1,315	59,150	1,479
100%	58,900	1,472	67,300	1,682	75,700	1,892
110%	64,790	1,620	74,030	1,851	83,270	2,082
120%	70,680	1,767	80,760	2,019	90,840	2,271
House Price	110,000	125,000	155,000	170,000	\$255,000	\$280,000
Real Estate Taxes \$14.97						
HOA Fee						
1 BR \$130						
2 BR \$150						

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than comprehensive permits*; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

DHCD shall certify units submitted as LAUs if they met the requirements of 760 CMR 56.00 and the LIP Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the DHCD website at www.mass.gov/dhcd.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Rieko Hayashi, Program Coordinator**

**Telephone: 617-573-1426
Email: rieko.hayashi@state.ma.us**

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Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

Riverside Woods is a new Senior Housing development located at 459 River Road in Andover, MA. This seventy acre parcel of land was formerly the site of St. Francis Seminary and has been sold and divided into this senior housing development and housing units for the Melmark School. Riverside Woods will include over seven acres of protected open space when all of the housing units are completed. A total of two hundred units of Senior Housing will be constructed.

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Date: _____

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Chairman, Local Housing Partnership (if any)

Name _____
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Affordable:	8	1	1			\$110,000 \$155,000	\$130
	13	2	2			\$125,000 \$170,000	\$150
Market:	170	2+	2 1/2				

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
 - For rental projects**, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.
 - For HOME-funded projects**, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the Local Housing Authority's current Utility Allowances
6. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference

- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at www.mass.gov/dhcd and search for **LIP 40B Guidelines** for more information.

PLEASE CONTACT RIEKO HAYASHI OF OUR OFFICE AT 617-573-1426 IF YOU HAVE ANY QUESTIONS.

NOTE:

The Local Initiative Program (LIP) Document hard copy is available in the Town Manager's office.