

KIMLOCH FARMS LLC  
116 GOLDSMITH STREET  
LITTLETON, MA 01460

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August 26, 2010

Westchester Company, Inc.  
30 Nagog Park Drive, Suite 225  
Acton, MA 01720

Littleton Board of Appeals  
Shattuck Street  
Littleton, MA 01460

Re: **Kimloch Farm LLC**  
116 Goldsmith Street  
Littleton, MA

Dear Members of the Board:

The Westchester Company is pleased to provide the additional details for the above mentioned 40B project in the town of Littleton.

**Kimloch Farm LLC** is a eight-unit detached housing project. The eight detached units sit on six acres of land. The project is in close proximity to the town center and a short drive to the commuter rail.

This project will utilize single family living (very consistent with the neighborhood), built as a cluster development. Much of the land (approximately four acres) will have a Conservation Restriction placed on it.

The Westchester Company is participating in this project as the permitting agent and the builder. The Developer is Kimloch Farms LLC.

For the record, Westchester Company Inc., has initiated dialogue with numerous town departments including the Water Department; Health Department; Planning Department; Fire and Police Departments; Historical Commission; Assessor's Office; Highway; Conservation Commission; Conservation Trust; Littleton Housing Authority and the Building Department. All of the input has been considered in this proposal.

Respectfully Submitted,

Stephan Marsh for  
Westchester Company Inc.

*Westchester Company Inc.*

Suite 304, 411 Mass Ave  
Acton, Ma 01720  
978.264.0428 / fax 978.264-0447  
Emailwestchestercompany@verizon.net

Ms. Tina Brooks, Director  
Department of Housing and Community Development  
One Congress Street 10<sup>th</sup> Floor  
Boston, Ma 02114

Re: Kimloch Farms LLC  
120 Goldsmith Street  
Littleton, Ma.

Dear Madame Director,

April 16, 2008

Pursuant to 760 CMR 31.01 (2) (c) please consider this notice that the Westchester Co. on behalf of Kimloch Farms LLC, has submitted an Application for Site Approval to the Massachusetts Housing Finance Agency on April 16, 2008.

The application relates to a proposed detached condominium cluster development in Acton. A copy of the complete Site Approval Application has been forwarded to the Board of Selectmen of Littleton.

Please contact me with any question regarding the above application.

Sincerely,



Stephan Marsh  
For the Westchester Company Inc.

Cc: MassHousing Finance Agency

*Westchester Company Inc.*

Suite 304, 411 Mass Ave  
Acton, Massachusetts 01720  
978.264.0428 / fax 978.264-0447  
Email: westchestercompany@verizon.net

Anne Good, MassHousing  
Home Ownership Division  
One Beacon Street  
Boston, MA 02108

Re: Kimloch Farm LLC  
120 Goldsmith Street  
Littleton, Ma.

Dear Ms. Good,

April 16, 2008

The Westchester Company is pleased to provide the details for the above-mentioned 40B project in the town of Littleton.

Kimloch Farm LLC is an eight-unit detached condominium housing project. The eight detached units sit on six acres of land. The project is in close proximity to the town center and a short drive to the commuter rail.

This project will utilize a condominium form of ownership, offering the appearance of single family living (very consistent with the neighborhood), with the benefits of condominium ownership. Much of the land (approximately four acres) will have a Conservation Restriction placed on it.

The Westchester Company Inc. has initiated dialogue with numerous town departments including: Water Department, Health Department, Planning Department, Fire and Police Departments, Historical Commission, Assessor's, Highway, Conservation Commission, Conservation Trust, Littleton Housing Authority and the Building Department. All of the input has been considered in this proposal.

Respectfully Submitted,

  
Stephan Marsh for  
Westchester Company Inc.



# MASSHOUSING HOUSING STARTS

Building Under Chapter 40B

Call 617-854-1282 for more information

Page 1

March 2006

MassHousing  
***Housing Starts***  
Project Eligibility Application

**GENERAL INFORMATION**

1. Name of Development Kimloch Farm

2. Address of Site: 120 Goldsmith Street

3. City/Town: Littleton Zip Code: 01460

4. Development Entity: Kimloch Farms LLC

Name of Principle: Julian J. D'Agostine III

Street Address: 411 Massachusetts Avenue

City/Town: Acton Zip Code: 01720

Telephone: 978.263.0428 Fax: 978.263.0447

Email: westchesterco@yahoo.com

5. Name of Consultant (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

6. Type of Housing: Single-Family Detached \_\_\_\_\_ Condominiums XX

7. Unit Mix: Total Units 8 Affordable 2 Market 6

Anticipated source of construction financing: MassHousing XX NEF Bank \_\_\_\_\_

8. Has the town previously reviewed any proposals to build on this site? If so, please explain.

Yes, prior to the zoning change a discussion began with the planning board. In the opinion of the developer the age restriction and the size of the units allowed under the new overlay district was uneconomic, as the 55+ market was and continues to be saturated.

9. Is this an age-restricted (55+) development? Yes \_\_\_ No XX

10. Project Description:

The subject project will consist of eight detached homes. There will be four cape and four colonial style dwellings situated on 6 acres. The majority of the property will remain open and will be a modified cluster design. Much of the land will remained untouched and will have a conservation restriction placed upon it.

## SITE INFORMATION

Total Acreage 6 Total Buildable Acreage 5+-

a. Density in units per total acre .75

b. If greater than 8 units per acre, explain why increased density is appropriate:

N/A

2. Current Zoning Classification:

Residential X (minimum lot size) 40,000sf

Commercial        Industrial        Other       

3. Total gross square footage of building space: 19,200 sf

4. Does any portion of the site contain wetlands?

Yes X No        If yes, how many acres are wetlands? 1

If yes, attach map of site noting wetland areas.

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

Yes        No X

6. Are there any hazardous waste sites within a 1/2-mile radius of the site?

Yes        No X

Describe:

N/A

7. Describe the prior uses of the subject site:

This property was part of an existing horse farm. The area was used for paddocks and trailer storage.

a) Existing buildings on site? Yes        No XX If Yes, describe plans for these buildings:

8. 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 XX



9. Is the site within an Historic District?

Yes \_\_\_\_\_ No XX

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

a.) Owned by Developer \*XX

b.) Under Purchase and Sale Agreement XX

Seller: Raymond Road Realty Trust Buyer: Westchester Co

Is there an identity of interest between the parties? If yes, please explain:

\*Yes, The Westchester Co., specifically Julian D'AgostineIII and Stephan Marsh have a financial interest in both 120 Goldsmith (Farm), and the now vacant and separate parcel that is to be developed. The Westchester Co. is purchasing the property from Raymond Road Realty Trust.

Date of Agreement 6-3-07

Expiration Date upon determination of permit status

Extensions granted? Yes \_\_\_\_\_ No \_\_\_\_\_ Date of Extension \_\_\_\_\_

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

Purchase Price \$ \$300,000.00

c.) Under Option

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Is there an identity of interest between the parties? If yes, please explain:

The Westchester Co. Inc. is purchasing the vacant parcel from Raymond Road Realty Trust under the terms of a standard purchase and sales agreement.

Date of Agreement 1-3-06

Expiration Date upon determination of permit status

Purchase Price \$ \$300,000.00

11. Indicate which utilities are available to the site:

Public Sewer _____	Private Septic <u>X</u>
Public Water <u>X</u>	Private Wells _____
Natural Gas <u>X</u>	Electricity <u>X</u>

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

The MBTA Rail is located approximately 2 miles from the subject property.

## PROJECT INFORMATION

1. Size of Development:

- a.) Total Number of Units 8  
b.) Number of Handicapped Accessible Units 0  
c.) Number of Buildings 8  
d.) Number of Stories in Buildings 2

2. Construction Period

Anticipated construction period (months and years:) 9 months

Number of construction phases: 1

3. Project Type:

a.) New Construction XX b.) Rehabilitation      c.) Conversion     

4. Construction Type:

Single-Family Detached XX Townhouse      Other     

5. Is this a Condominium development? Yes XX No

If yes, estimated condo fees: Market Units \$275.00 Affordable Units \$200.00

6. Type of Fuel:

a.) Natural Gas XX b.) Oil      c.) Electric      d.) Other     

7. Parking Spaces:

a.) # Enclosed 16 b.) # Outdoor 16 c.) # Per unit included in Sales Price 4

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

e.) # Of enclosed spaces designated for the affordable units 4

8. 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	1	3	2.5	2,400	\$170,000.00
Affordable	1	4	2.5	2,600	\$177,000.00
Affordable					
Affordable					
Market	3	3	2.5	2,400	\$500,000.00
Market	3	4	2.5	2,600	\$530,000.00
Market					
Market					
Total					

## PRELIMINARY CONSTRUCTION BUDGET

DEVELOPMENT ITEM	TOTAL COST	PER UNIT COST	
SITE ACQUISITION	\$ 300,000.00	\$ 37,500.00	
HARD COSTS			
Site Preparation	\$ 400,000.00	\$ 50,000.00	
Landscaping	80,000.00	10,000.00	
Residential Construction	1,600,000.00	200,000.00	\$200,000.00
Hard Cost Contingency	50,000.00	6,250.00	<u>      x 8      </u>
			\$1,600,000.00
TOTAL HARD COSTS	\$2,430,000.00	\$ 303,750.00	
SOFT COSTS			
Permits/Surveys	\$ 25,000.00	\$ 3,125.00	
Architectural	17,000.00	2,125.00	
Engineering	25,000.00	3,125.00	
Legal	25,000.00	3,125.00	
Insurance	25,000.00	3,125.00	
Security	10,000.00	1,250.00	
Construction Manager	90,000.00	11,250.00	
Property Taxes	25,000.00	3,125.00	
Construction Loan Interest	176,000.00	22,000.00	
Application/Financing Fees	40,000.00	5,000.00	
Appraisal	5,000.00	625.00	
Utilities	20,000.00	2,500.00	
Accounting	15,000.00	1,875.00	
Marketing & Commissions	155,000.00	19,375.00	
Consultant	0	0	
Soft Cost Contingency	32,000.00	4,000.00	
TOTAL SOFT COSTS	\$ 685,000.00	\$ 85,625.00	
TOTAL DEVELOPMENT COSTS	\$ 3,115,000.00	\$ 389,375.00	
SALES REVENUE			
3 BR Affordable	# 1 x \$ 170,000.00	= \$ 170,000.00	
3 BR Market	# 3 x \$ 500,000.00	= \$ 1,500,000.00	
4 BR Affordable	# 1 x \$ 177,000.00	= \$ 177,000.00	
4 BR Market	# 3 x \$ 530,000.00	= \$ 1,590,000.00	
TOTAL REVENUE		\$ 3,437,000.00	
PROFIT		\$ 322,000.00	
PERCENTAGE PROFIT OVER TOTAL DEVELOPMENT COSTS	10.3	%	

## DEVELOPER/APPLICANT QUALIFICATIONS

**1. Prior Development Experience** – Please list the development experience in the past 5 years for each of the development team members on chart below. Alternatively, you may submit a resume outlining the experience that covers the items listed on the chart below.

**Development Team Member:** Stephan Marsh, Julian D'Dagostine

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Blanchard Pl	4 Lot Hill Rd.	38 Orchid Dr.	Apple D'Or
Community/ Address	Acton 139 Prospect St	Boxboro 1151-1169 Hill Rd.	Littleton 38 Orchid Drive	Littleton Grist Mill Rd.
Housing Type	Townhouse Condominium	Detached Single-Family	Detached Single-Family	Detached Single-Family
Number of Units	12	4	1	65
Total Dev. Costs	\$ 4,500,000.00	\$ 3,400,000.00	\$ 330,000.00	
Yr Completed	Under Construction	2007	2007	90 % Comp.
Specific Role	Developer	Developer	Developer	Permitting
Construction Lender Contact Name: Phone Number:	Stoneham Savings Paul Sadano	Middlesex Federal Nancy Haskell	Private	Various Lenders

## DEVELOPER/APPLICANT CERTIFICATION

The undersigned hereby certifies that he/she is President (Title) of Westchester Company Inc (Legal Name of Applicant) and that the information requested below for the project known as Kimloch Farms LLC (Project Name) is complete and that all information contained in this application to the MassHousing is true and correct to the best of his/her knowledge.

Signature of Developer/Applicant  Date 4/16/08

## CHECKLIST

The following documentation must accompany each application:

- ☐ Complete Housing Starts Application
- ☐ Smart Growth Evaluation Self-Assessment Form.
- ☐ A cover letter from the developer outlining the scope of the proposed housing development and summarizing any discussions with local officials.
- ☐ A copy of the notification letter informing the Department of Housing and Community Development of the developer's submission of a project eligibility application to MassHousing.
- ☐ Evidence of site control in the form of a deed, purchase and sale agreement, or offer to purchase.
- ☐ Broker opinion on projected sales prices for the market rate units.
- ☐ A community map noting the location of the site in the community.
- ☐ Detailed written directions to the location of the proposed site.
- ☐ Two copies of the preliminary site plan show lot lines, existing streets and buildings, proposed building footprints, parking areas, and other relevant information.
- ☐ Two copies of a by-right site plan for submittal to the selected appraiser. This conceptual plan should show the highest and best use of the site under current zoning that does not require a variance or special permit.
- ☐ Preliminary architectural plans including typical unit floor plans showing bedrooms, bathrooms, square footage and overall unit layout.
- ☐ A \$5,000 application fee, plus \$30 per unit of housing proposed, payable to MassHousing.
- ☐ W-9 (Request for Tax Payer Identification # and Certification)
- ☐ Evidence that a copy of the Housing Starts application package has been given to the C.E.O. in the community.

The project eligibility application and Smart Growth Evaluation Self-Assessment Form and preliminary plans as described above should be sent to:

Anne Good, Production Analyst  
MassHousing  
Home Ownership Division  
One Beacon Street  
Boston, MA 02108

If you need further information on the Housing Starts Program you may contact Michael Busby, 40B Project Coordinator, at 617-854-1219, or Richard Herlihy, Development Officer, at 617-854-1335.

**J. James D'Agostine, III**  
187 Burroughs Road  
Boxborough, MA 01719

ROLE: Oversight of Architectural Design, Financial Packaging and Marketing

## **EXPERIENCE**

- 2006 to Present      **Blanchard Place LLC**, Acton, MA  
**Managing Partner**  
- Developed, designed and built 12 townhouses in Acton, MA  
- 40B (LIP) project
- 2005 to Present      **Westchester Company, Inc.**, Acton, MA  
**C.F.O.**  
Real Estate Land Development and Building Firm
- 1988 to Present      **Commonwealth Properties Group, Inc.**, Acton, MA  
**President**  
Real Estate Brokerage and New Home Construction  
- Specializing in condominium sales and Investment Real Estate, representing over 100 investors.  
- Responsible for permitting, home design and financing of luxury homes for Commonwealth Properties Construction Division.
- 1984 to Present      **Harvard Ridge Condominium Association**, Boxborough, MA  
**President Board of Trustees (176 Units)**  
- The Board is responsible for the budget, Management Company and subcontractors for the unit owners.  
- Oversaw a capital improvement project to install a 3.4 million dollar treatment facility, including hiring of engineers, contractors, building and financing  
- 2004 award for problem solving from C.A.I. of New England Chapter.
- 1985 to 1988      **Strawberry Hill Real Estate**, Acton, MA  
**Senior Vice President of Condominium Sales**  
- Responsible for all condominium sales, marketing, advertising and management of sales staff.
- 1979 to 1988      **Martill, Inc.**, Stow, MA  
**Director of Condominium Conversions**  
- Managed complete renovations and all subcontractors of conversion of three condominium projects totaling 348 units.

1979 to 1983

**Martill, Inc.**, Stow, MA

**Rental Manager**

- In charge of leasing five apartment complexes consisting of 500 units.

1981 to 1985

**Century 21 Forsyth Real Estate**, Acton, MA

**Real Estate Broker**

- Sales and rentals of residential Real Estate.

## EDUCATION

1975 to 1979

**Wentworth Institute of Technology**, Boston, MA

Bachelor of Science in Engineering

Associate Degree of Architectural Engineering



# STEPHAN MARSH

## ACTON, MASSACHUSETTS

### QUALIFICATIONS:

20 years of experience in permitting and developing unique and environmentally challenged real estate projects. Proficient with legal, environmental and social implications of developing housing projects from single-family homes to large scale housing projects.

### EDUCATION:

Vermont College	B.A. / Environmental Studies
Middlesex C.C.	Legal Studies
Prince Georges C.C.	General Studies
Midwestern State University	Radiology / Public Health
Community College U.S. Air Force	Radiology
School of Health Care Sciences	Radiology
Massachusetts Military Academy / OCS	Military Leadership
Peterson School	Construction Supervisor / Hoisting Engineer
Appraisal Institute	Real Estate Valuation Standards
Mass Association of Realtors	Valuation and Real Estate Sales
Mass Association of Conservation Commissioners	Environmental Workshops and Courses

### PROFESSIONAL LICENSES HELD:

Massachusetts Unrestricted Construction Supervisors License  
Massachusetts Hoisting Engineers License  
Massachusetts Title V Examiner  
Licensed Septic Installer for 16 communities in Massachusetts

### PROFESSIONAL MEMBERSHIPS:

Massachusetts Association of Conservation Commissioners



Revised: 2/1/06

## SMART GROWTH CRITERIA SCORECARD

Project Name:  
Project Number:  
Review Agency:  
Staff Member:  
Program Name:  
Date:

Kimloch Farm	
	SA* <input type="text"/>

\*SA = Site Approval Number, if any

Prior to completing this form, please refer to the Massachusetts Department of Housing and Community Development's *Guidelines for Consistency with the Commonwealth's Sustainable Development Principles* ("Smart Growth Guidelines"). For a link to these Smart Growth Guidelines, please click the following link: [Smart Growth Guidelines](#)

### DEVELOPER SELF-ASSESSMENT (for consistency with the Smart Growth Guidelines)

#### Method 1:

#### Redevelop First

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### *If Rehabilitation:*

- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

Check "X" below if applicable

<input type="checkbox"/>
<input type="checkbox"/>

#### *If New Construction:*

- Contributes to revitalization of town center or neighborhood
- Walkable to:
  - (a) transit
  - (b) downtown or village center
  - (c) school
  - (d) library
  - (e) retail, services or employment center
- Located in municipally-approved growth center

<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

#### Explanation (Required)

Subject property is walking distance to downtown Littleton. Retail centers are also within walking distance. There is a commuter rail line to Boston located in town.

15

**Optional - Demonstration of Municipal Support:**

- Letter of Support from the Chief Elected Official of the municipality\*
- Housing development involves municipal funding
- Housing development involves land owned or donated by the municipality

Check "X" below if applicable


*\*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

Explanation (Required)

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**Method 2:** - (Per Smart Growth Guidelines): Development meets a minimum of **five (5)** of the Commonwealth's *Ten Sustainable Development Principles*, as shown in the next section below.

If the development involves **municipal support**, the development must meet only **four (4)** of the *Ten Sustainable Development Principles*. However, one (1) of the Principles met must be either **Concentrate Development** or **Restore and Enhance the Environment**.

**(1) Concentrate Development**

- Higher density than surrounding area
- Mixes uses or adds new uses to an existing neighborhood
- Multi-family housing
- Existing water/sewer infrastructure
- Compact and/or clustered so as to preserve undeveloped land
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

Explanation (Required)

This project is a proposed detached condominium project. It will be a cluster design project that will use only the land necessary to accommodate the dwellings and the infrastructure. It will leave much of the open fields and woods untouched. The Property is located adjacent to an existing and active horse farm.

**(2) Restore and Enhance Environment**

- Open space or passive recreational facilities
- Sensitive land, including prime agricultural land, and/or resources
- Environmental remediation or clean up
- State or federal mandate (e.g., clean drinking water, drainage, etc.)
- Neighborhood blight
- Public health and safety risk
- Historic landscape/existing neighborhood enhancement
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**Explanation (Required)**

The subject property was once part of the existing farm. The parcel was specifically broken off to develop affordable housing. It incorporates the existing views, open space and availability to recreational facilities like the town beach located nearby. Large areas of conservation land are also located nearby.

**(3) Be Fair**

- Concerted public participation effort
- Streamlined permitting process, such as 40B or 40R
- Universal Design and/or visitability
- Affordable housing in middle to upper income area and/or meets regional need
- Affordable housing in high poverty area
- Diversity and social equity and improves the neighborhood
- Environmental clean up and/or neighborhood improvement in an Environmental Justice Community
- Other (discuss below)

*Check "X" Below*

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Check "X" below if applicable*

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

**Explanation (Required)**

It is the intent of the developer to get public opinion on the project. Meetings with Littleton Housing, Public Safety (fire & police), and the other departments have begun and are being incorporated into the design of the project.

**(4) Conserve Resources**

- Energy Star or equivalent
- Renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources
- Alternative technologies for water and/or wastewater treatment
- Low impact development (LID) or other innovative techniques
- Other (discuss below)

*Check "X" Below*

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Check "X" below if applicable*

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**Explanation (Required)**

Recycled materials are used when available and do not compromise the overall quality of the project. Water conservation is achieved through the use of low flow toilets and flow restrictors on the showers. LID technology is considered in the design of the infrastructure.

**(5) Expand Housing Opportunities**

- Rental units, including for low/mod households
- Homeownership units, including for low/mod households
- Housing options for special needs and disabled pop
- Expands the term of affordability
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**Explanation (Required)**

Working with the Housing Department, a joint effort will explore expanding housing opportunities to those of lesser income levels, special needs, and families.

**(6) Provide Transportation Choice**

- Walkable to public transportation
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)
- Increased bike & ped access
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input type="checkbox"/>
<input checked="" type="checkbox"/>

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

<input type="checkbox"/>
--------------------------

**Explanation (Required)**

The subject is located within walking distance to many amenities Developer is working closely with conservtion trust to add pedestrian trails and a picnic area.

**(7) Increase Job Opportunities**

- Permanent jobs
- Permanent jobs for low- or moderate-income persons
- Jobs near housing, service or transit
- Housing near an employment center
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**Explanation (Required)**

There are many small businesses located in Littleton. Some of these companies are located within walking distance. Other opportunities exist within the corridor of the Boston Metropolitan area and are accessible via the MBTA. Many new companies have opened in the downtown area, including a new car dealership, an insurance agency, bakery, expanded hardware store and a national chain donut shop.

**(8) Foster Sustainable Businesses**

- Natural resource-based businesses, such as farming, forestry, or aquaculture
- Re-uses or recycles materials from a local or regional industry's waste stream
- Manufacture of resource-efficient materials, such as recycled or low-toxicity materials
- Locally produced resources such as locally harvested wood or agricultural products
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**Explanation (Required)**

Local farms provided hay for erosion control. Non Toxic Recycled Material such as crushed concrete is used when available from local recyclers.

**(9) Plan Regionally**

- Consistent with a municipally supported regional plan
- Regional Analysis of Impediments to Fair Housing
- Measurable public benefit beyond the applicant community
- Other (discuss below)

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check "X" below if applicable

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

**Explanation (Required)**

Littleton is in desperate need of for-sale units that offer home ownership. Currently much of the housing stock in Littleton is achieved via rental 40B projects. Offering new single-family detached units will expand the opportunities beyond what has traditionally been available in the town.

*For further information regarding Home Ownership Developments, contact Rich Herlihy, Development Officer, at (617) 854-1335 or rherlihy@masshousing.com; or Sarah Hall, Loan Specialist, at (617) 854-1136 or shall@masshousing.com*

*For further information regarding Rental Developments, contact Douglas Lloyd, Development Officer, at (617) 854-1372 or dlloyd@masshousing.com*

*For further information regarding The Affordable Housing Trust Fund, contact Lynn Shields, Manager, Affordable Housing Trust Fund, at (617) 854-1381 or lshields@masshousing.com*

**STANDARD LAND  
PURCHASE AND SALE AGREEMENT [#505]**  
(With Contingencies)



The parties make this Agreement this 3rd day of June, 2007. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

**1. Parties:**

On the Rail Farm, Inc. [insert name] the "SELLER," agrees to sell and Kimloch Farm, LLC [insert name] the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

**2. Description Of Premises.** The premises (the "Premises") consist of land containing approximately 6 acres, more or less, described as vacant land left of 120 Goldsmith Street, Littleton, MA

, as more specifically described in a deed recorded in the North Middlesex Registry of Deeds at Book , Page , [Certificate No. ], a copy of which is/is not [choose one] attached.

**3. Purchase Price:** The purchase price for the Premises is \$ 300,000.00 (Three hundred thousand dollars of which \$  were paid as a deposit with Contract To Purchase; and \$ 1.00 are paid with this Agreement; and \$ 299,999.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire. \$ 300,000.00 Total

**4. Escrow.** All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Seller as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

**5. Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at  o'clock  m. on the  day of , , at the  Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next

SM  
BUYER'S Initials      BUYER'S Initials

MD  
SELLER'S Initials      SELLER'S Initials



business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for \_\_\_\_\_;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) \_\_\_\_\_

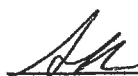
*[insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]*

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.



BUYER'S Initials      BUYER'S Initials



SELLER'S Initials      SELLER'S Initials



10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of (\$ \_\_\_\_\_) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of \_\_\_\_\_ NONE (\$ \_\_\_\_\_) for professional services shall be paid by the SELLER to \_\_\_\_\_, the "Broker" at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that \_\_\_\_\_, [insert name] a real estate agent, is seeking a fee from \_\_\_\_\_ [name of listing agent, seller or buyer, if applicable] for services rendered as a ☐ seller's subagent ☐ buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

  
BUYER'S Initials

\_\_\_\_\_  
BUYER'S Initials

  
SELLER'S Initials

\_\_\_\_\_  
SELLER'S Initials

14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing.** *(Delete If Waived)* The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$ Eighty Percent at prevailing rates and terms by 60 Days after Approvals. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by \_\_\_\_\_ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. **Tests/Survey.** *(Delete If Waived)* The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within \_\_\_\_\_ days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

20. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]*

21. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next

                      
BUYER'S Initials      BUYER'S Initials

                      
SELLER'S Initials      SELLER'S Initials

business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Westchester Company, Inc. or Nominee SELLER: Raymond Road Realty Trust  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**22. Counterparts / Facsimiles / Construction Of Agreement.** This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

**23. Additional Provisions.**

\* Subject to 40 B approval for eight units.

Buyer to close within Seventy five days of all approvals.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

[Signature] June 3 07 Raymond Road Realty Trust June 6 307  
BUYER Date SELLER Date

\_\_\_\_\_  
BUYER Date SELLER, or spouse Date

**Escrow Agent.** By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

\_\_\_\_\_  
Date

Form No. 505

**MASSFORMS™**  
Statewide Standard Real Estate Forms

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Page 5 of 5

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24

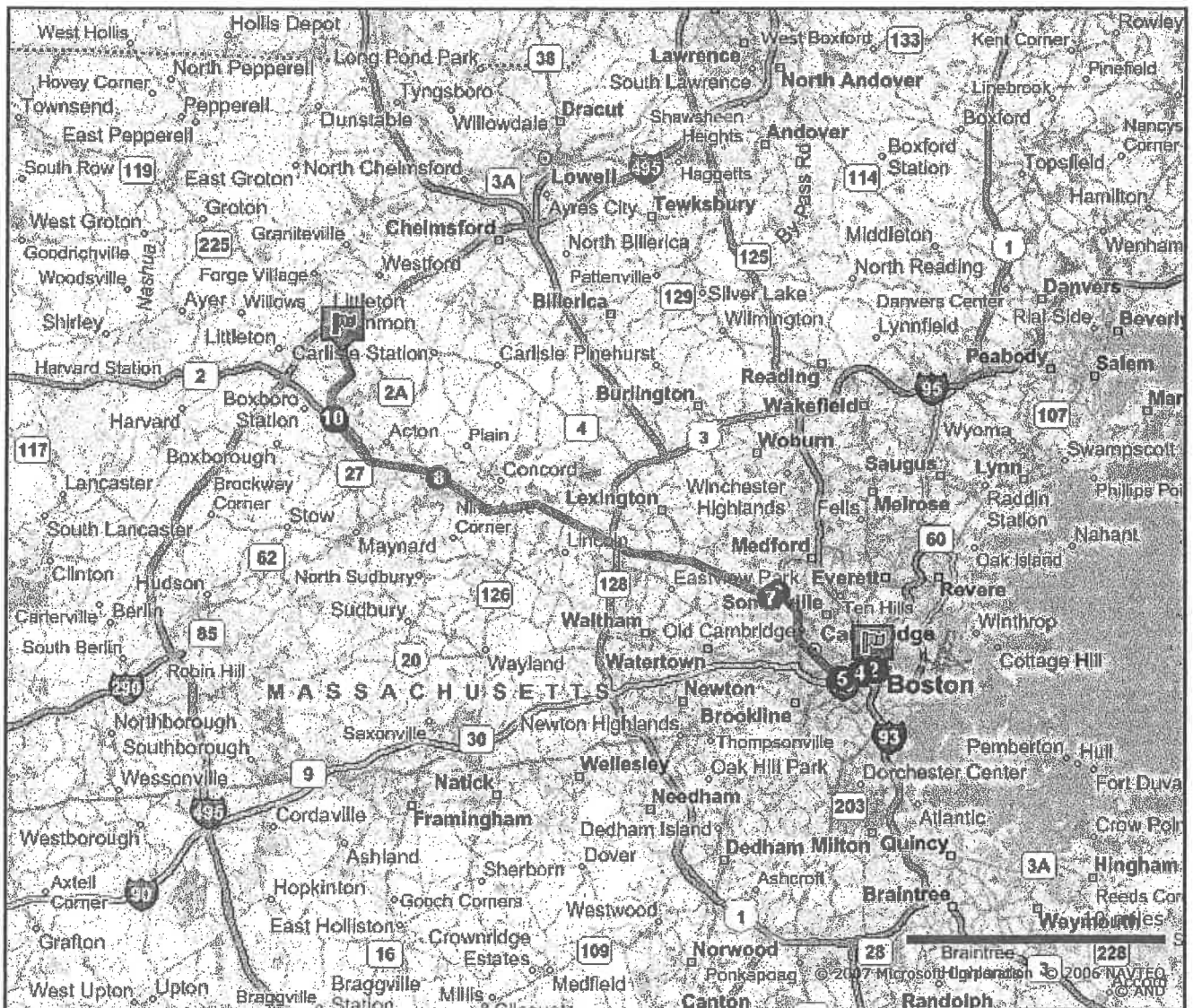
## Live Search

**Start:** one Beacon Street, Boston, ma  
**End:** 120 goldsmith littleton, ma

**Distance:** 29.3 mi  
**Time:** 41 Minutes

Directions	Distance	Detail Map
<b>Start:</b> Depart <b>Tremont St</b> (southwest)	0.1 mi	
<b>1:</b> Turn <b>RIGHT</b> (northwest) onto <b>Park St</b>	0.1 mi	
<b>2:</b> Turn <b>LEFT</b> (west) onto <b>Beacon St</b>	0.6 mi	
<b>3:</b> Turn <b>RIGHT</b> (northwest) onto <b>Berkeley St</b>		
<b>4:</b> Bear <b>LEFT</b> (northwest) onto <b>ramp</b> toward <b>James J Storrow Memorial Dr / Storrow Dr</b>	0.7 mi	
<b>5:</b> Bear <b>LEFT</b> (west) onto <b>ramp</b> toward <b>SR-2A / Harvard Bridge / Massachusetts Ave</b>	4.6 mi	
<b>6:</b> Turn <b>LEFT</b> (southwest) onto <b>US-3 / Alewife Brook Pkwy</b>	0.4 mi	
<b>7:</b> Bear <b>RIGHT</b> (southwest), and then bear <b>RIGHT</b> (west) onto <b>SR-2 West / Concord Tpke</b>	14.5 mi	
<b>8:</b> Pass through 1 roundabout	4.8 mi	
<b>9:</b> Take exit <b>41 RIGHT</b> toward <b>Newtown Rd / W. Acton / Littleton</b>	0.2 mi	
<b>10:</b> Bear <b>RIGHT</b> (north) onto <b>Newtown Rd</b>	3.2 mi	
<b>End:</b> Arrive at 120 goldsmith littleton, ma		

## Live Search





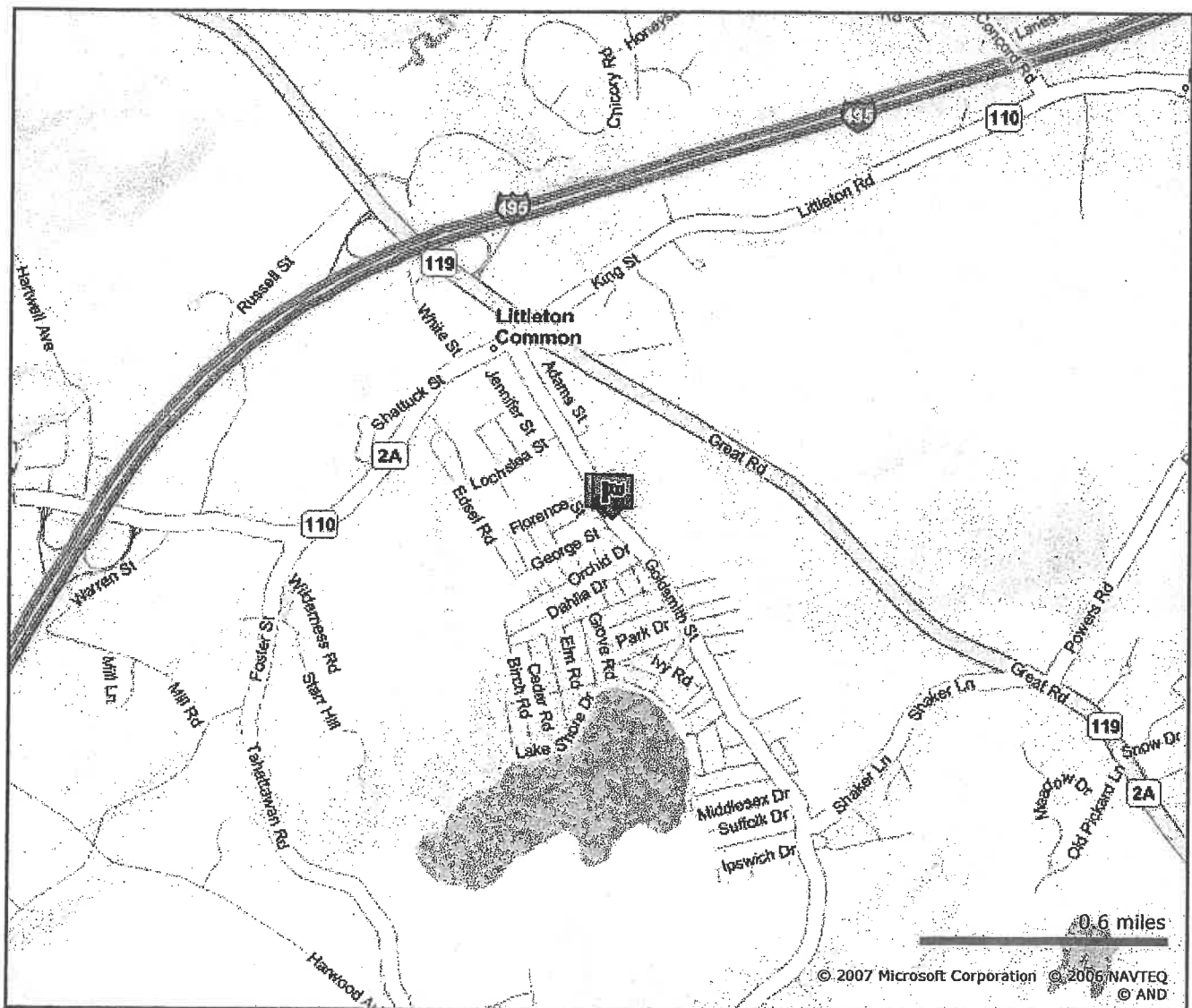
## Live Search

**Start:** 120 goldsmith street, littleton,  
ma

**End:** 120 goldsmith street, littleton,  
ma

**Distance:** 0 mi

**Time:** Less Than One Minute





## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

KIMLOCK FARM LLC

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor

☐ Corporation

☐ Partnership

☒ Other LLC

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Westchester Company, Inc.  
411 Mass Ave, Suite 304  
Acton, MA 01720

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person

Date

2-16-08

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



# CARLSON



March 3, 2008

Westchester Homes  
411 Mass Ave  
Acton, MA 01720

RE: Opinion of value for 120 Goldsmith Street, Littleton, MA

Dear Steve,

As requested, I have reviewed your proposal of 8 detached Single Family condominiums in Littleton as a 40B project and compared these proposed units with other condominiums currently under construction in the Littleton market as well as reviewed recent sales. It is my opinion that these units would be listed for about \$530,000.00 for each unit with 2 affordable units for less. My pricing conclusions are based on the following specifications as communicated to me:

- 8 Single Family detached Single Family Condominium Units under a condominium form of ownership.
- 4 of these units would include 3 bedroom Cape Style Town homes
- 4 of the remaining units include 4 bedroom Colonial Style Town homes
- Each Unit would feature about 2600 sq ft of living area
- 3 levels plus an unfinished basement
- Finishes will include some hardwood flooring, solid surface countertops, stainless appliances and a gas fireplace.

The site, "Kimloch Farm" is conveniently located within walking distance to the town center and within 5 minutes to the major routes of I-495 and Rte 2 which makes this an ideal location for commuters. In summary, staying at about \$200-\$210.00 per square foot for a higher quality product would be priced in the \$530,000 range or \$203.00 per square foot.

If I can be of further assistance, please feel free to contact me directly at: 978-621-8028.

Sincerely,

A handwritten signature in cursive script that reads "Marianne Blackstone Tabner".

Marianne Blackstone Tabner

[www.mbthometeam.com](http://www.mbthometeam.com)

Cell: 978-621-8028

Fax: 978-759-0588

Carlson GMAC Homeservices

113 Thoreau St

Concord, MA 01742

Carlson ~ A GMAC Home Services Company  
113 Thoreau Street  
Concord, MA 01742

Office (978) 369-3999 Fax (978) 369-2224  
Email [concord@carlsonre.com](mailto:concord@carlsonre.com) Web [www.carlsonre.com](http://www.carlsonre.com)

## QUITCLAIM DEED

On The Rail Farm Co., Inc., a corporation duly established under the laws of the Commonwealth of Massachusetts, having a business address of 390 Goodrich Street, Lunenburg, Worcester County, Massachusetts

For consideration paid, and in full consideration of Less than One Hundred (\$100.00) Dollars grants to

Kim Tarky, Trustee of Raymond Road Realty Trust, under Declaration of Trust dated May 22, 1997, and recorded with the Middlesex South District Registry of Deeds in Book 27321, Page 488

grant with *Quitclaim Covenants*

A certain parcel of land situation in Littleton, Middlesex County, Massachusetts, being shown at Lot 1 on a plan of land entitled, "Plan of Land in Littleton, Massachusetts, Prepared for Westchester Corp., P.O. Box 672, Acton, MA 01720", survey by: Field Resources, Inc., 18 Perry Street, Auburn, MA 01501, Date: Rev. July 28, 2005, Scale: 1" – 80', plan prepared by Foresite Engineering, Inc., 16 Gleasondale Road, Suite 1-1, Stow, Massachusetts 01775, endorsed by the Littleton Planning Board on July 28, 2005, and recorded at the Middlesex South District Registry of Deeds in Book 02010, Page 63, being Plan No. 63 of 2010.

Lot 1 is hereby conveyed subject to an easement granted to The Town of Littleton as shown on a plan entitled, "Plan of Easement in Littleton, Mass. made for Town of Littleton Electric Light Depart.," by Charles A. Perkins Co., dated November 1965, which plan is recorded at the Middlesex South District Registry of Deeds at Book 11245, Page 471. Also, see Transmission Line Deed dated October 17, 1966, recorded with the Middlesex South District Registry of Deeds at Book 11245, Page 473.

Also the perpetual right and easement from time to time, without payment therefore, to clear and keep cleared said poles and lines, of trees, underbrush and structures, and to renew, replace and to add said lines and to pass along said lines and poles over the Grantors' land as may be reasonably required.

It is agreed that the poles, lines and accessory equipment shall remain the property of the Grantee, its successors and assigns and that the Grantee shall pay all taxes assessed thereon.

By acceptance hereof the Grantee covenants and agrees to save and hold harmless the Grantors, its successors and assigns, from any and all loss or damage arising out of the Grantee's use and enjoyment of the rights and privileges herein granted.

Containing 5 acres plus 43,378 feet more or less.

Being a portion of the premises conveyed to Grantor by deed dated July 16, 1994 and recorded with the Middlesex South District Registry of Deeds at Book 43320, Page 285.

In Witness Whereof, the said On The Rail Farm Co., Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name by William D. Chisholm, its President, authorized this \_\_\_\_ day of \_\_\_\_\_, 2010.

On The Rail Farm Co., Inc.

\_\_\_\_\_  
By: William D. Chisholm, President

COMMONWEALTH OF MASSACHUSETTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned Notary Public, personally appeared William D. Chisholm, President of On The Rail Farm Co., Inc. and acknowledged the foregoing instrument to be the free act and deed of the On The Rail Farm Co., Inc.

\_\_\_\_\_, Notary Public  
My Commission Expires:



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

TEL: 617.854.1000 | FAX: 617.854.1091  
TDD: 617.854.1025 | [www.masshousing.com](http://www.masshousing.com)

January 26, 2009

Kimloch Farms LLC  
411 Massachusetts Ave  
Acton, MA 01720  
Attention: Mr. Julien J.D'Agostine

Re: Kimloch Farms  
Littleton, MA  
PE-487  
Project Eligibility (Site Approval) Application

Dear Mr. D'Agostine:

This letter is in response to your application for a determination of Project Eligibility (Site Approval) pursuant to Massachusetts General Laws Chapter 40B and 760 CMR 56 (the "Comprehensive Permit Rules") under the following programs (collectively, the "Programs"):

- Housing Starts Program of the Massachusetts Housing Finance Agency ("MassHousing")
- New England Fund Program ("NEF") of the Federal Home Loan Bank of Boston

The proposal is to build 8 single-family homeownership units (the "Project") on approximately 6 acres of land located on 120 Goldsmith Street (the "Site") in Littleton (the "Municipality").

This letter is intended to be a written determination of Project Eligibility (Site Approval) in accordance with the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low- and moderate-income housing subsidy program. To the extent that Project funding is provided by a non-governmental entity (NEF), this letter is also intended to be a determination of Project Eligibility (Site Approval) by a Project Administrator (MassHousing) under the Guidelines for Housing Programs in Which Funding is Provided Through Other Than a State Entity (the "Guidelines") issued by the Department of Housing and Community Development ("DHCD").

MassHousing staff has performed an on-site inspection of the Site and reviewed the pertinent information for the Project submitted by the applicant, the Municipality and others in accordance with the Comprehensive Permit Rules and the Guidelines. As a result of our review, we have

made the following findings: (1) the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the Municipality regarding actions previously taken to meet affordable housing needs; (2) the conceptual project design is generally appropriate for the site on which it is located; (3) the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable sales figures); (4) an initial pro forma, including a land valuation consistent with DHCD guidelines, has been reviewed and the Project appears financially feasible on the basis of estimated development costs; (5) the applicant would be eligible to apply as a limited dividend organization in connection with an application for financing under the Programs, and meets the general eligibility standards of the Programs; (6) the applicant controls the site. Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto.

Staff has also determined that the Project appears generally eligible under the requirements of the Programs, subject to final review of eligibility and to final approval. These requirements include the following:

1. The applicant must offer a minimum of 25% of the units for sale to households earning no more than 80% of the area median income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development (HUD). The most recent HUD income limits indicate that 80% of the current median family income for a 4-person household for the Municipality is \$66,150. Note, however, that in order to attract a sufficient number of qualified buyers for the affordable units, the initial maximum sales price for the affordable units will be calculated by MassHousing to enable a household earning not more than 70% of area median income of an appropriate size household (appropriate size equals number of bedrooms in the unit plus one) to qualify to purchase the unit under generally accepted mortgage loan underwriting standards.
2. An Affordable Housing Restriction ensuring the units remain affordable to future buyers in perpetuity will govern the affordable units.
3. The applicant must be a limited dividend organization and agree to limit the profit on the development to not more than 20% of the project's total development costs as determined by MassHousing.
4. The applicant must comply with the Land Value Policy, described in section IV(B)(1) of the Guidelines.
5. The applicant must enter into a Regulatory Agreement with MassHousing stating specific requirements, which must be met to comply with the applicable Program, the Comprehensive Permit Rules and the Guidelines.
6. In order to satisfy the Program requirements, financing for the Project must originate from a subsidizing lender such as MassHousing or a bank that is a member of the Federal

Home Loan Bank of Boston (FHLBB). Should you choose to finance the Project through a member bank of the FHLBB, a minimum of 25 percent of the construction financing must be obtained from the NEF program. Evidence of financing for the Project must be provided during your request to MassHousing for Final Approval. The Regulatory Agreement shall provide that any transfer of all or a portion of the NEF lender's interest (including participations or sale of servicing rights) during the entire term of the construction financing shall be subject to the approval of the Project Administrator.

7. The Project must comply with the Commonwealth's Sustainable Development Principles (formerly implemented by MassHousing by its use of the Smart Growth Criteria).

Based on MassHousing's site and design review, and its review and consideration of comments received from the Municipality, the following issues should be addressed in your application to the Zoning Board of Appeals ("ZBA") for a comprehensive permit and fully explored in the public hearing process:

1. Compliance with all statutory and regulatory restrictions and conditions relating to protection of drainage, wetlands, vernal pools and wildlife habitats and nearby conservation areas, if applicable to this Site. The comprehensive permit must include a condition that you provide evidence of such compliance prior to issuance of the building permit for the Project.
2. Compliance with Title V regulations regarding the design and construction of individual wells, septic systems and wastewater treatment plants, if applicable to this site, except to the extent waived pursuant to Title V. The comprehensive permit must include a condition that you provide evidence of such compliance prior to issuance of the building permit for the Project.
3. The Littleton Planning Board expressed concern about clustering the new housing without setting aside adequate open space. They suggested using Littleton's Open Space bylaw to develop the site while preserving existing open space areas. You have indicated that you will work closely with the Littleton Conservation Trust to preserve as much land as possible. In addition, you have indicated that you will add new walking trails on site. Please be prepared to discuss this issue with the Municipality during the public hearing.

This approval is expressly limited to the development of no more than 8 homeownership units under the terms of either of the Programs, with not less than 2 of such units restricted as affordable homeownership units for low- and moderate-income persons or families as required under the terms of the Housing Starts Program or the Guidelines, as applicable. It is not a commitment or guarantee of MassHousing or NEF financing and does not constitute a site plan or building design approval. Should you consider the use of any other housing subsidy programs or the construction of additional units, you will be required to submit a new Project Eligibility (Site Approval) application for review by MassHousing.

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

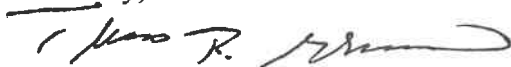
Please note that, should a comprehensive permit be issued, prior to construction the developer shall submit to MassHousing a request for Final Approval of the Project, as it may have been amended, in accordance with the Comprehensive Permit Rules (760 CMR 56.04(7)). Final Approval will not be issued unless MassHousing is able to make the same findings as required at site approval at the time of issuing Final Approval.

**Further Opportunities for Assistance from MassHousing:** Please note that MassHousing is not able to issue Final Approval if the comprehensive permit contains any conditions that are inconsistent with the regulatory requirements of the applicable housing subsidy program (MassHousing's Housing Starts Program or the New England Fund of the FHLBB, for which MassHousing serves as Project Administrator), as reflected in the applicable regulatory documents (see [www.masshousing.com](http://www.masshousing.com) for forms). In the interest of providing for an efficient review process and in order to avoid the potential lapse of certain appeal rights, the applicant may wish to submit a "final draft" of the comprehensive permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the comprehensive permit after its initial issuance.

**Notice Regarding Monitoring Agent:** Under current procedures, MassHousing intends to delegate responsibility for monitoring compliance with the minimum affordability requirement to an entity MassHousing deems qualified to perform the services required. Please contact MassHousing to discuss the selection of a Monitoring Agent

If you have any questions concerning this letter, please contact Michael Busby at 617-854-1219 or Greg Watson at 617-854-1880.

Sincerely,



Thomas R. Gleason  
Executive Director

Kimloch Farms  
Littleton, MA  
PE-487  
Page 5

cc: Ms. Tina Brooks, Undersecretary, Department of Housing and Community Development  
Kenneth P. Eldridge, Chairman, Littleton Board of Selectmen  
Sherrill Gould, Chairman, Littleton Zoning Board of Appeals



## **Attachment 1.**

760 CMR 56.04

Project Eligibility: Other Responsibilities of Subsidizing Agency  
Section (4) Findings in Determination

### **Kimloch Farms, Littleton, MA PE-487**

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

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

The Project is eligible under the NEF housing subsidy program and provides 25% of low-income units for households earning at or below 80% of the Area Median Income.

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

Littleton does have a DHCD approved Housing Production Plan. The Plan has not been certified by DHCD. Littleton has 271 Subsidized Housing Inventory (SHI) units (9% of its housing inventory) and needs an additional 30 SHI units to meet the 10% SHI threshold for 40B developments.

***(c) MassHousing finds that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);***

#### **Relationship to adjacent building Typology**

The design proposes to build 8 single-family homes utilizing a condominium form of ownership. The neighborhood is primarily residential with a mixture of housing styles and retail stores. The subject property abuts a horse farm and several small cape homes. To the rear of the site is heavily wooded land that will be left alone. The building design proposed is for four capes and four colonials. This type of housing is similar to the entire residential area surrounding the site.

#### **Building massing**

The massing of the homes is typical of a small lot single-family subdivision. The developer intends to provide only a small yard for each homeowner which will enable the developer to preserve open space elsewhere on the site. The building design and lot sizes are similar to the existing neighborhood.

**Relationship to adjacent streets/Integration into existing development patterns**

The design proposes to build 8 single-family homes in a well-established single-family neighborhood.

**Density**

The design proposes 8 units on a parcel that is said to be 6 acres, 5 buildable acres. The resulting density is 1.6 units per buildable acre. This is within the range deemed acceptable by the published guidelines.

**Site Plan**

The site plan proposed is appropriate for the site given the low density and the fact that the surrounding architectural makeup is single-family homes. Additionally, the developer has volunteered to place part of the land into a conservation restriction.

**Environmental resources**

There is a portion of the land that will be untouched by development and a conservation restriction will be placed on it.

**Topography**

The site is relatively flat until you reach the rear of the site where there is significant sloping. In order to build on the rear of the site the developer will need to fill and grade the property.

**Proposed use**

The site appears appropriate for residential use and development.

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

The Project appears financially feasible based on a comparable sales letter submitted by Realtor Marianne Blackstone Tabner of Carlson GMAC Realty in Concord.

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

The initial pro forma has been reviewed for the proposed residential use and it appears financially feasible with a profit margin of 7.39 %. In addition, a third party appraisal commissioned by MassHousing has determined that the "As Is" land value for the site of the proposed Project is \$400,000.

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

The Applicant will be organized as a Limited Dividend Organization and it will meet the general eligibility standards of the NEF housing program.

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

The Applicant controls the entire 6-acre site under a purchase and sale agreement.

Westchester Company Inc.  
30 Nagog Park Drive Suite 225  
Acton, Ma 01720  
978.263.0428 / fax 978.263-0447

Town of Littleton  
Zoning Board of Appeals  
Shattuck Street  
Littleton, Ma 01460

Re: Waiver requests 116 Goldsmith Street.

Dear Members of the Board,

August 26, 2010

We do hereby request the following waiver from the Littleton Code  
Specifically Chapter 173 - ZONING.

**Chapter 173-28 C.** In part, "Each lot shall contain at least forty thousand square feet 40,000 s.f."

We also request the following waiver from the Littleton Code Chapter 249  
- SUBDIVISION OF LAND.

**Chapter 249 -2.** In part, "plan of such subdivision has been...approved by the Planning Board".

We also request the following waiver from the LITTLETON BOARD OF  
HEALTH REGULATIONS REQUIREMENTS FOR THE SUBSURFACE DISPOSAL OF  
SANITARY SEWAGE.

**Regulation 9 – Shared Systems:** Shared systems will only be approved if each individual lot proposed to use such system can support a subsurface sewage disposal system which can meet the requirements of Title 5 and local regulations without a variance. The area proposed which could support a subsurface sewage disposal system on each lot shall not be used for any other purpose.

Stephan Marsh  
Westchester Co Inc.


August 24, 2010

To Whom It May Concern,

Please use this letter as Verification that W.D. Chisholm has more than adequate funds to be able to complete a project in Littleton. He has been a bank customer here at Fidelity Bank for a very long time and is considered as a top client. His funds in the bank would more than cover the project he is undertaking and his past track record has proven itself over the years.

If you have any further question please feel free to contact me directly at 978-353-2580.

Sincerely,



Joyce Thibault  
Branch Manager

Shirley Branch

KIMLOCH FARMS  
MARKET RATE  
LITTLETON, MASSACHUSETTS

### EXTERIOR FEATURERS

- Architectural Roof Shingles
- Insulated Front Door
- Brass Door Handle
- FBG Insulated Raised Panel Garage Doors
- 10" Poured Concrete Walls
- Asphalt Driveway
- Front Walkway
- Two Exterior Hose Bibs
- Two Exterior Electrical Outlets
- 4" to Weather Historic Vinyl Siding
- Hydro-seed Front, Rear and Side Lawns
- Deck PT Supports
- PT Decking and Rails

### BATH

- Granite Vanity Tops with Integral Sink
- Powder Room with Pedestal Sink
- Cabinetry from Builders Supplier
- Guest and Children's Bath One Piece Fiberglass Tub/Shower Unit
- Elongated Commodes
- Tile Floors
- Washerless Shower Controls
- Washerless Faucets
- 6' Whirlpool Tub

### KITCHEN

- Choice of Cabinetry from Builder's Supplier
- Counter Tops from Builders Supplier (Granite)
- Single Lever Kitchen Faucet
- Dishwasher
- 4 Burner Stove with Oven
- Icemaker Roughed In
- Appliance Allowance

### INTERIOR FEATURES

- Colonial Six Panel Doors
- 42" Gas Direct Vent Fireplace, Painted Wood Mantel With Granite Surround
- Hardwood First Floor
- Wall to Wall Carpet Second Floor
- Ventilated Closet Shelving
- Washer and Electric Dryer Hook-ups with Vent
- Pre-wire for Cable Television 8 Locations
- Telephone 7 Locations
- Custom Lighting Package Some Selections Allowed
- 9' Ceiling First Floor 8' Second Floor
- Chair Rail and Panel Molding in Dining Room
- Panel Molding in Foyer and Living Room
- 7 1/2" Base Molding throughout
- Crown Molding in Dining, Foyer, Living Room.
- Oak Handrails with Traditional Painted Balusters

### ENERGY EFFICIENCY

- Two Zone Forced Warm Air Gas Fired Furnace
- Central Air Conditioning
- Programmable Thermostats
- 80 Gallon Water Heater
- Energy Sealed Insulation with Full House Wrap
- Double Hung Low E Energy Efficient Windows
- Superior Insulation that Meets or Exceeds Code

### CONSTRUCTION FEATURES

- 3/4" Tongue and Groove Sub Floor
- 1/2" Drywall
- 200 Amp Electrical Service
- GFI Protected Circuits in Bath, Kitchen Garage
- Garage Blueboard and Plastered
- Smoke Detectors / Battery Backup Co2 Detectors

Westchester Co. reserves the right to change standard specifications and optional feature without notice.

KIMLOCH FARMS  
AFFORDABLE UNITS  
LITTLETON, MASSACHUSETTS

EXTERIOR FEATURERS

- Architectural Roof Shingles
- Insulated Front Door
- Brass Door Handle
- FBG Insulated Raised Panel Garage Doors
- 10" Poured Concrete Walls
- Asphalt Driveway
- Front Walkway
- Two Exterior Hose Bibs
- Two Exterior Electrical Outlets
- 4" to Weather Historic Vinyl Siding
- Hydro-seed Front, Rear and Side Lawns
- Deck PT Supports
- PT Decking and Rails

BATH

- Formica Vanity Tops with Integral Sink
- Powder Room with Pedestal Sink
- Cabinetry from Builders Supplier
- Guest and Children's Bath One Piece Fiberglass Tub/Shower Unit
- Vinyl Floors
- Washerless Shower Controls
- Washerless Faucets

KITCHEN

- Cabinetry from Builder's Supplier
- Counter Tops Formica
- Single Lever Kitchen Faucet
- Dishwasher
- 4 Burner Stove with Oven
- \$750.00 Appliance Allowance

INTERIOR FEATURES

- Colonial Six Panel Doors
- Wall to Wall Carpet First Floor
- Wall to Wall Carpet Second Floor
- Ventilated Closet Shelving
- Washer and Electric Dryer Hook-ups with Vent
- Pre-wire for Cable Television 3 Locations
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- Garage Blueboard and Plastered
- Smoke Detectors / Battery Backup Co2 Detectors

Westchester Co. reserves the right to change standard specifications and optional feature without notice.

# *Carr Research Laboratory, Inc.*

**Environmental Science, Engineering, & Resource Management**

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carr@carr-research-lab.com

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2 April 2010

## **MESA PROJECT REVIEW DESCRIPTION "THE HOMES AT KIMLOCH FARM" LITTLETON, MA**

### **I. Introduction**

The following is a description of proposed work of a 40B Project known as "The Homes at Kimloch Farm," located at 116 Goldsmith Street in Littleton, MA (Assessors Map U-11 & Parcel 53-1). The 5.99 acre site is currently undeveloped open and wooded uplands and contains a potential vernal pool and its 100-Foot Buffer (PVP #12773). A portion of the site is also now mapped as an NHESP 2008 Estimated Habitat of Rare Species. An Information Request Form was submitted and a response letter dated July 28, 2005 indicated that three species of Special Concern, wood turtle, blue-spotted salamander, and four-toed salamander, had been found within the vicinity of the site and met the criteria for the delineation of a Priority Habitat (NHESP Tracking Number: 05-18249). Since then, the four-toed salamander has been delisted. The project includes the construction of an access drive from Tajlea Street, eight proposed single family dwellings, proposed sewage disposal system, and drainage structures, with the remaining areas of the site to be conserved as open space.

The project has been designed to protect as much priority habitat of state listed species on site as possible and no work is proposed with the 100-Foot Buffer Zone of PVP #12773. The following sections review the existing conditions and its potential as habitat of the above listed state listed species, and the proposed impacts of the project.

### **II. Existing Conditions and Site Description**

The site is currently undeveloped with areas of both open and wooded uplands. The western portion of the site surrounded by Goldsmith Street and Tajlea Street is open grassland/meadow, made up mostly of grasses and lawn areas (Photos 1-5). The northern, eastern, and southern portions of the site are wooded uplands made up of northern and central hardwoods including mixed oaks and birches (Photos 6-11). Some of these wooded areas have higher tree canopy cover while some areas have fewer trees and more shrub cover.

There are areas to the east of the site which include a potential vernal pool (PVP #12773), and a bordering vegetated wetland system associated with an intermittent stream. Areas of this wetland complex are mixed deciduous swamp and others are shrub wetlands.

There are heavily developed areas to the north, west and south of the site. These include residential areas to the north-west and south-west, the Nashoba Valley Shopping Complex to the north-east, and a horse farm and riding rink to the south of the site.



The project was designed to conserve areas that had the most potential habitat value of state listed species. These areas are found on proposed parcel B and are the most valuable and likely utilized habitats by blue spotted salamanders. An area on 3.80 acres had been conserved as open space and protected from future development as part of this project.

#### IV. Conclusions

The proposed 40B Project known as "The Homes at Kimloch Farm" located at 116 Goldsmith street has been designed to protect and conserve the most valuable and high priority habitat areas of the state listed species found near the site. The most valuable habitats of blue-spotted salamanders have been included in the 3.80 acre open space area of the project. For the reasons listed above we do not believe the site is likely utilized by wood turtles. Less than 25% of the 2.19 acres to be disturbed in currently forested, and less than half of that forested 0.52 acres to be cleared is composed mostly of northern hardwoods. Of the total 4.32 acres of suitable wooded blue-spotted salamander habitat, only 12% of the habitat is proposed for alteration. In this 12%, the less desirable edge habitat is included as well as an area that will be a future detention basin. The disturbance to high value areas has been avoided and minimized as much as possible and nearly four acres of high value habitat have been conserved.

It is our best professional judgment that the project as designed will not create a regulatory take of state listed rare species. If there are any questions concerning this report, please do not hesitate to contact us.

*Carr Research Laboratory, Inc.*

by



Scott Goddard, CWS, PWS  
Senior Ecological Engineer and Project Manager



Jamie Walker  
Environmental Biologist

# Carr Research Laboratory, Inc.

Environmental Science, Engineering, & Resource Management

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carr@carr-research-lab.com

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16 June 2010

TO: Jonathan Regosin, Regulatory Review Manager  
Natural Heritage and Endangered Species Program  
1 Rabbit Hill Road, Westborough, MA 01581

## SUPPLEMENT TO MESA PROJECT DESCRIPTION "THE HOMES AT KIMLOCH FARMS" (NHESP FILE #05-18249) LITTLETON, MA

### I. Introduction

A MESA Project Review for the 40B housing development known as "The Holmes at Kimloch Farms" located at 166 Goldsmith Street (Assessors Map U-11 & Parcel 53-1) in Littleton, MA was originally submitted to NHESP in April 2010. After receiving a determination letter from NHESP dated 3 May 2010 indicating the project as originally proposed would result in a "take" of state-listed rare species, the project has been slightly redesigned and is being re-submitted for further review in the anticipation of receiving a "no take"

determination. Amendments to the project include a closer review of areas proposed to be permanently altered and the inclusion of forest restoration areas. For a review of the existing conditions and the habitat potential on site please refer to the original *MESA Project Description Narrative* dated 2 April 2010. This Supplement will more closely review proposed impacts to altered areas and discuss mitigation efforts through forest restoration.

### II. Impacts of Proposed Permanently Altered Areas

There is a concern for the loss of some forested area because of the presence of a large population of blue-spotted salamanders (*Ambystoma laterale*) in a relatively small patch of remaining suitable habitat. The project as designed does include the loss of some forested areas, but the areas to be permanently altered are along the edges of the more valuable interior forested. These areas of alteration tend to have a less continuous canopy cover, include a higher percentage of herbaceous cover as a result of the increased sunlight reaching the forest floor, and a less dense leaf litter layer on the forest floor. The project as designed now includes three forested areas proposed to be permanently altered (Table 1). See enclosed site plan titled "*The Homes at Kimloch Farm*" *Forest Restoration Plan* dated 12 May 2010.

Table 1. Proposed Altered Areas, Homes at Kimloch Farms, Littleton

Proposed Altered Area #	Square Footage
1	1,980
2	760
3	8,500
Total	11,240

Proposed Permanently Altered Areas #1 & 2, occur on the upgradient northern edge of the proposed detention basin, near the toe of the existing slope and edge of forest (Photos 1-4). Trees in this area contain Norway maple, slippery elm and red maple.

Proposed Permanently Altered Area #3 is the largest forested area to be impacted, but it also occurs mostly along the edge of the more valuable interior forest (Photos 5 & 6). While it is the largest area to be impacted it also the furthest area of impact from PVP #12773. Vegetation in this area is made up of Norway maple, slippery elm, European buckthorn, sumac, poison ivy, and jewelweed. This is the area to be altered which has the most variable canopy cover. There are several openings in the canopy with large patches of poison ivy and jewelweed on the forest floor and less dense leaf litter.

The canopy in these areas is not quite as dense as in interior areas of the uplands on site. The most dominant vegetation in these areas is Norway maple. There are not many large trees and the density of trees seems to be less in these areas. These numbers seem to increase into the interior forest on Parcel B with some larger trees and denser groupings of trees; with a particularly dense sapling and young tree layer of Norway maple. As a result of the denser canopy cover there is less herbaceous vegetation and significantly more leaf litter and decaying organic matter on the interior forest floor. Throughout a large majority of the site there is a dense canopy of Norway maple saplings and trees.

### III. Forest Restoration Areas

#### A. Forest Restoration Area Conditions

To help mitigate the loss of forested areas in the post-construction condition three different forest restoration areas are now being proposed. These restoration locations will help to revive areas of upland habitat that have either been harmed or lost due to abutter encroachment on what in the post-construction condition will be permanently protected open space, and to provide new, high value forest habitat closer to PVP #12773. Two of the forest restoration areas occur along the western edge of Parcel B, which in the post-construction condition will be protected open space. The third forest restoration area occurs in the southeastern section of the site, relatively close in proximity to PVP #12773.

Table 2. Forest Restoration Areas, Homes at Kimloch Farms, Littleton

Restoration Area #	Square Footage
1	1,000
2	2,800
3	8,120
Total	11,920

Forest Restoration Areas #1 and #2 will revive areas that have previously been impacted by abutter encroachment which has resulted in some clearing and cutting of trees, dumping of yard waste, and in one instance the construction of a permanent structure. Area #1 is in on the western edge of the property abutting a neighboring parcels back yard. Some cutting of trees appears to have been done in the past and a path now exists from the backyard to Parcel B (Photos 7 & 8). It also appears that yard waste is also being dumped in this area. Vegetation in the area is largely made up of Norway maple trees, saplings and shrubs, and jewelweed.

Area #2 is similar to Area #1. It appears tree cutting has been done and the dumping of yard waste and some other materials has occurred. The back yard and shed of an abutting property have encroached and now sit on Parcel B (Photos 9 & 10). Plant species in this area include Norway maple trees, saplings and shrubs with some white oak trees.

Planting of native tree species in this area to revive canopy cover will help provide additional habitat and also help serve as a buffer from abutting properties. Permanent demarcation of the western property boundary would help prevent any similar situation from occurring in the future.

Forest Restoration Area #3 sits at the south eastern corner of the site close to PVP #12773 and very close to the abutting horse riding rink. The area currently lacks any significant tree cover and sits just outside of the existing forest edge (Photo 11). The area is largely made up of herbaceous species such as milkweed, welweed, aster species, dock species, oxy-eye daisy, and red clover. The area also includes shrubs and woody vines such as multiflora rose, American red raspberry, black raspberry, and summer grape. The rest of the area contains lawn areas that are currently mowed and abut the existing riding rink. Restoring forest canopy cover in this area would provide new, valuable habitat to the blue-spotted salamander close to PVP #12773. In addition, increasing forest canopy cover in this area would help better serve and protect the vernal pool by providing more deciduous tree cover preventing less light from reaching the pool and its immediately surrounding areas.

### ***B. Forest Restoration Planting Plans***

As mitigation for the loss of some forested area, the above discussed locations will be restored with native vegetation that will provide increased canopy cover and wildlife habitat. A sequence and timing of events for this mitigation plan is as follows.

***Timing and Supervision.*** To ensure maximum survival of shrubs and trees, the native plantings should take place in the fall or mid-spring. All mitigation work is to be supervised by Carr Research Laboratory, Inc. or a qualified botanist.

***Step 1: Limits of work.*** The limits of each forest restoration area will be staked out by a land surveyor just prior to the time of construction. This will facilitate location and documentation of pre- and post-enhancement conditions during the assessment of the successfulness of enhancement. In addition, all sediment and erosion control structures should be appropriately in place to prevent any sediment from washing downgradient towards PVP #12773.

***Step 2: Clearing of debris.*** Any and all trash or yard debris in each forest restoration area will be removed and will be disposed of properly off-site. This is with the exception of any fallen trees or logs which provide important habitat for blue-spotted salamanders. The shed on Parcel B will also be removed.

***Step 3: Native plant species plantings.*** Each forest restoration area will be planted with native tree species as follows below in Table 3. Native trees were selected for their moisture and shade tolerance and wildlife habitat value for each forest restoration area. With limited sunlight in some restoration areas and the presence of the highly competitive and invasive Norway maple, trees of larger size (at least 4-6 feet tall) will be planted to help ensure a competitive advantage over Norway maple seedlings. These larger size trees will also provide more immediate benefits with their larger canopy cover than the same species of trees at smaller sizes.

Table 3. Native Tree Plantings, Homes at Kimloch Farm, Littleton

Forest Restoration Area #	Common Name	Scientific Name
1	Eastern hemlock	<i>Tsuga canadensis</i>
	Ironwood	<i>Carpinus caroliniana</i>
2	Eastern hemlock	<i>Tsuga canadensis</i>
	Ironwood	<i>Carpinus caroliniana</i>
3	Red maple	<i>Acer rubrum</i>
	Gray birch	<i>Betula populifolia</i>
	Slippery elm	<i>Ulmus rubra</i>

Trees should be planted with approximately 15' spacing. Along with these native tree species plantings any area of barren soil in any forest restoration area should also be seeded with a wild herbaceous seed mix to prevent invasion and colonization of any unwanted invasive species. For areas of barren soil in Forest Restoration Areas #1 & 2, New England Semi Shade Grass and Forb Mix from New England Wetland Plants or

a comparable alternative would be suitable. For barren soil areas in Forest Restoration Area #3, New England Conservation/Wildlife Mix from New England Wetland Plants or a comparable alternative would work well.

Nursery plants and seed mixes can easily be purchased for these restoration areas at either source listed on the following page in Table 4.

**Step 5: Inspection and Maintenance.** During the following growing season of the native species planting, a site inspection should be conducted to ensure the survival of the plantings and to also ensure the removal of any and all invasive and ornamental species. Should any invasive species be observed they should be removed. If any of the native species planting for any reason have not taken and survived, these dead plants should be replaced.

**Step 6: Finalize work.** Once vegetation is well established throughout the site, remove any accumulated sediment and the erosion controls. This work should be done by hand.

Table 4. Wetland Plant Nursery Contact Information, Homes at Kimloch Farm, Littleton

New England Wetland Plants, Inc. 820 West Street Amherst, MA 01002  413-548-8000 (phone) <a href="mailto:info@newp.com">info@newp.com</a> (email) <a href="http://www.newp.com">www.newp.com</a>	Southern Tier Consulting, Inc. 2071-A Route 305 PO Box 30 West Clarksville, NY 14786  585-968-3112 (phone) <a href="mailto:froghome@southerntierconsulting.com">froghome@southerntierconsulting.com</a> (email) <a href="http://www.southerntierconsulting.com">www.southerntierconsulting.com</a>
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### III. Conclusions

The proposed 40B Project known as "The Homes at Kimloch Farm" located at 116 Goldsmith Street has been designed to protect and conserve the most valuable and high priority habitat areas of the state listed species found near the site. The loss of some forested areas shall be mitigated through reforestation areas which will provide new, valuable habitat, protection for the vernal pool and surrounding upland habitat from abutter encroachment, and increased canopy cover in areas close to PVP #12773. These reforestation areas provide a greater than 1:1 ratio and net gain of 680 square feet of forest area gained in the post-construction condition.

It is our best professional judgment that the redesigned project with added reforestation mitigation will not create a regulatory take of state listed rare species. It is requested that NHESP consider this alternative and acceptable solution and make a conditional "no take" finding, thus not requiring a Conservation Permit under the MESA. If there are any questions concerning this report, please do not hesitate to contact us.

*Carr Research Laboratory, Inc.*

by



Scott Goddard, CWS, PWS  
Senior Ecological Engineer and Project Manager



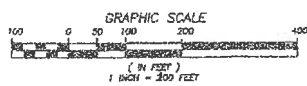
Jamie Walker  
Environmental Biologist


CC: William Chisholm, On the Rail Farm Co., Inc.  
Steve Marsh, Westchester Homes  
Scott Hayes, P.E., Forestite Engineering



PLAN SHOWS 2009 MASS GIS AERIAL PHOTO

*Handwritten signature*



CONCRETE	GOLDSMITH STREET LITTLETON, MASSACHUSETTS  AUGUST 28, 2010	PROPERTY OVERVIEW  SCALE 1" = 100'	PREPARED FOR: WESTCHESTER HOMES 30 NASSAU PARK DRIVE SUITE 225 ACTON, MA 01720		 <div>             47 ORCH ROAD              P.O. BOX 685              ACTON, MA 01720              PH: (978) 261-3966              FAX: (978) 535-3719           </div>
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