

**2015 ALPINE VILLAGE LOCAL INITIATIVE PROJECT
MEMORANDUM OF AGREEMENT**

SEPTEMBER 24, 2015

This Agreement (“Agreement”) is entered into by and between 69 BRD, LLC, a Massachusetts limited liability corporation, with a usual place of business at 3 Crenshaw Lane, Andover, MA 01810 (“69BRD”), the owner and/or proposed purchaser of premises, known and numbered as 69-79 Boston Road, Billerica, Middlesex County, MA and shown on Billerica Assessing Map 8, as Parcels 28-1 through 28-7, 29, 48, 49 and Part of Parcel 47-7-1 and known as 69-79 Boston Road, with approximately 7.8 acres (“Premises”), and the Town of Billerica, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 365 Boston Road, Billerica, MA (“Town”), acting by and through its duly elected Board of Selectmen (“Board of Selectmen”). 69BRD, LLC, the Town and Board of Selectmen are collectively referred to herein as the “Parties.”

WHEREAS, the Town has not yet achieved and seeks to achieve the goal of ten percent affordable housing as defined under the affordable housing statute and regulations, respectively, G.L. c.40B, §§20-23 and 760 CMR 56.00;

WHEREAS, the Town has 14,442 Year Round Housing Units, based upon the 2010 Census;

WHEREAS, the Town, as of December 2014, has 857 Subsidized Housing Units (“SHI”) as inventoried by the Department of Housing and Community Development (“DHCD”) or 5.9% affordable housing based upon its total year round housing based upon the 2010 Census.

WHEREAS, the Town needs a total of 1445 SHI units to achieve 10 percent SHI affordable housing units, or a total of 588 additional SHI units.

WHEREAS, the Town has approved 384 rental units for the Aspen Apartments 40B Project;

WHEREAS, 69BRD seeks to develop a multi-family rental housing project at the Premises, to be known as “Alpine Village,” pursuant to the affordable housing statute and regulations, with 179 rental units, as a Local Initiative Project (“LIP”) under DHCD’s Guidelines and 760 CMR 56.00.

WHEREAS, if both the Aspen Apartments 40B Project and the Alpine Village Project were to be permitted and built and added to the SHI, then the Town would make significant progress toward achieving the necessary SHI units to achieve the goal of ten percent affordable housing.

WHEREAS, the Parties seek to avoid a protracted and/or contentious Comprehensive Permit public hearing before the Billerica Zoning Board of Appeals (“ZBA”) and, to that end, prefer that 69BRD’s Alpine Village affordable housing rental project proceed under the Local Initiative Program, a state housing program administered by DHCD, which shall include a letter of support

of the LIP application, signed by the Chief Executive Officer of the municipality (i.e., the Board of Selectmen);

WHEREAS, to accomplish the above goals, 69BRD is amenable to constructing and maintaining an affordable rental housing project at the density and affordability and with the mitigation set forth below;

WHEREAS, 69BRD has filed a LIP application with the Board of Selectmen seeking the Board's written endorsement;

WHEREAS, the Parties agree that cost certification shall occur as required under the DHCD Guidelines for G.L.C. 40B Comprehensive Permits dated May 2013 ("Guidelines"); and

WHEREAS, the Board of Selectmen has considered various written materials identifying the Project's local impacts, including the following plans:

Exhibit 1: Alpine Village 178/179 MOA Plan, Site Plan, dated August 19, 2015;

Exhibit 2: Alpine Village 178/179 MOA plan, Sewer Needs Area 13, dated August 19, 2015 (Sheets 1-3.);

Exhibit 3: Alpine Village 178/179 MOA Plan, Sidewalk Sketch, dated August 11, 2015;

Exhibit 4: Landscaping Plan, dated July 23, 2015, entitled "Alpine Village perimeter plant list" and labeled "L-1";

Exhibit 5.1 to 5.6: Individual Landscaping Plans for 70 Boston Road, 13 Alpine Street, 9 Twin Pines Avenue and 19 Alpine Street.

Exhibit 6. August 17, 2015 Student Enrollment Projections Alpine Village Local Initiative Project (LIP) Billerica, Massachusetts.

Exhibit 7. September 24, 2015 Plan Sheet "Final MOA Exhibit."

NOW THEREFORE, based upon good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Town and 69BRD agree as follows:

I. 69BRD's Undertakings

1. 69BRD shall seek a Site Eligibility Letter from DHCD and a Comprehensive Permit from the ZBA for a rental project with a maximum of 179 units, with a maximum of 287 bedrooms, with either 20 percent affordable units at 50% AMI or 25 percent affordable units at 80% AMI under the following terms, conditions and limitations ("Project"):

- A. The Project shall consist of no more than 179 residential rental units.
- B. The 179 residential rental units at the Project shall contain no more than 287 bedrooms, with the following mix of bedrooms:

Studios	3
One Bedrooms:	87
Two Bedrooms:	70
Three Bedrooms:	19
- C. The affordable units, including 11 Alpine Street, at the Project shall be permanently restricted as affordable or for the longest period permitted by law and shall remain affordable so long as the Project continues to benefit from the Comprehensive Permit because the Project does not conform to zoning requirements. The Town shall have the right to enforce the affordability requirements.
- D. The Project shall have no means of egress or other access onto Alpine Street or Twin Pines Ave, other than to provide the existing driveway access for 11 Alpine Street. No path from the Project to Alpine Street shall be provided.
- E. There shall be no sidewalk provided for Alpine Street
- F. The Project shall provide two means of egress onto Boston Road and each means of egress shall satisfy the ASHTO sight distance and separation standards.
- G. The Project shall provide landscaping, lighting and fencing buffers for the abutters set forth below to screen the Project from the adjacent residential uses as shown on Exhibit 4 and Exhibit 7, in order to prevent light intrusion, to create effective sound barriers and to create effective year-round visual mitigation for the adjacent residential uses. The Applicant has met with the Owners of the following parcels:

- 70 Boston Road (See Exhibit 5.1)
- 11 Alpine Street (Owned/controlled by Applicant)(See Exhibit 5.2)
- 13 Alpine Street (See Exhibit 5.3)
- 19 Alpine Street (See Exhibit 5.4)
- 9 Twin Pines Avenue (See Exhibit 5.5)
- 12 Twin Pines Avenue (Owned/controlled by Applicant) (See Exhibit 5.6)

The Applicant has reported that it has discussed specific landscaping plans with regard to the above properties with the owners of the above properties. The

Applicant agrees that, if final agreement is reached with a property owner, then the landscaping plan (as set forth in Exhibits 5.1 to 5.6, inclusive) shall be provided.

The Applicant shall locate any dumpster for the Project so that the dumpster shall not be visible from any adjacent residential property and shall not create noise or odor issues for any adjacent residential property. The 19 parking spaces located on the plans that are closest to 19 Alpine Street shall either be removed or relocated or shielded so that they are not visible from 19 Alpine Street.

- H. As measured as required under the Zoning By-law, the height of Building 1 shall not exceed 4 stories, the height of Building 2 shall not exceed 4 stories, and the height of Building 3 shall not exceed 3 stories. The building facades that face Alpine Street, Boston Road and Twin Pines Avenue shall utilize façade materials and colors that shall assist in mitigating against the visual massing of the Project. There shall be no habitable space below the mean finished grade of the ground adjoining the building. There shall be no bedroom or bedrooms above the maximum story of any building.
- I. The parking per unit shall be at least 1 space per bedroom.
- J. The maximum lot coverage (buildings and parking areas and driveways) shall not exceed: 65% and pervious pavement shall be used where appropriate and feasible. There shall be a minimum of 25% open space (and recreational areas that are provided shall count toward the open space.)
- K. The Project shall be connected to municipal water and sewer infrastructure and all water and sewer fees shall be paid for both the market rate and affordable units, except as expressly waived. The Project shall be served by water and sewer mains as set forth below.
- L. The Project shall provide sewer lateral connections from the sewer main provided to the dwelling for each of the following residents on Alpine Street and Twin Pines Avenue listed below, as to the properties for which agreement to provide the necessary access is reached not later than January 4, 2016. See Exhibit 2. Each such property owner shall be connected to sewer and have any existing septic system abandoned at 69BRD's expense within one year of approval by the Town of the as-built plan for the sewer main, with the connections to be made with the existing wastewater pipe outside of each structure and with 69BRD to send notices of the right to connect by certified mail, not later than October 15, 2015, and to notify residents of the January 4, 2016 deadline to accept:
 - a. 6 Alpine Street
 - b. 8 Alpine Street

- c. 10 Alpine Street
- d. 11 Alpine Street
- e. 12 Alpine Street
- f. 13 Alpine Street
- g. 16 Alpine Street
- h. 19 Alpine Street
- i. 20 Alpine Street
- j. 22 Alpine Street
- k. 25 Alpine Street
- l. 26 Alpine Street
- m. 29 Alpine Street
- n. 30 Alpine Street
- o. 31 Alpine Street
- p. 32 Alpine Street
- q. 33 Alpine Street
- r. 34 Alpine Street
- s. 36 Alpine Street
- t. 37 Alpine Street
- u. 38 Alpine Street
- v. 42 Alpine Street
- w. 44 Alpine Street
- x. 45 Alpine Street
- y. 47 Alpine Street
- z. 49 Alpine Street (Grinder Pump)
- aa. 50 Alpine Street (Grinder Pump)
- bb. 51 Alpine Street (Grinder Pump)
- cc. 53 Alpine Street (Grinder Pump)
- dd. 54 Alpine Street (Grinder Pump)
- ee. 56 Alpine Street (Grinder Pump)
- ff. 57 Alpine Street (Grinder Pump)
- gg. 59 Alpine Street (Grinder Pump)
- hh. 62 Alpine Street (Grinder Pump)
- ii. 2 Twin Pines Ave
- jj. 4 Twin Pines Ave
- kk. 6 Twin Pines Ave
- ll. 8 Twin Pines Ave
- mm. 9 Twin Pines Ave
- nn. 10 Twin Pines Ave
- oo. 12 Twin Pines Ave

69 BRD shall pay for the cost of such connections; including the cost of any required grinder pumps and the cost to “retire” existing septic tanks and distribution boxes and to otherwise comply with the Board of Health’s regulations to abandon a septic system and any repairs made necessary by work performed, provided, however, that the owner of the properties listed above shall pay a binder fee of \$75.00 which is the cost of the sewer connection permit fee.

- M. 69BRD shall provide, at its sole expense, an 8-inch water main connection which will complete the water main connection from Alpine Street to Twin Pines Avenue and from Twin Pines Avenue to Boston Road as shown on Exhibit 1.
- N. 69BRD shall provide, at its sole expense, a sewer connection from Boston Road for all of Alpine Street and then from Twin Pines Avenue to Boston Road (as there is already a “dry” sewer line in Twin Pines Avenue). 69BRD has agreed to provide lateral sewer connections for residents of Twin Pines Avenue, at its sole expense. See Exhibit 2.
- O. 69BRD shall provide the Town with a 40-foot wide permanent water and sewer easement, that shall run from Twin Pines Avenue to Boston Road, at no cost to the Town and the easements shall be provided to and accepted by the Water and Sewer Commission before the first occupancy permit for the Project issues.
- P. Before performing any blasting to support the improvements detailed in this Agreement, either on or off of the Applicant’s property, the Applicant or its contractor shall perform surveys of the adjacent properties that could be impacted by the blasting, provided access is provided by the owners of the adjacent properties, and shall obtain and maintain sufficient liability insurance in the amount of at least \$2 million and shall either not use perchlorate or any other material or substance that can cause environmental harm or, if any such materials or substances are used, then separate environmental impairment insurance in the amount of not less than \$5 million shall be maintained.
- Q. Once 69BRD completes the work in Alpine Street, it shall, at its sole cost, patch the road with 2.5 inches of asphalt over the trenching and install a full 1.5 inch overlay on Alpine Street where the pavement has been patched, so that Alpine Street shall be overlaid side to side for the full length of any portion that has been disturbed.
- R. 69BRD shall provide the DPW with a new pump, with a cost not to exceed

\$12,500 for the Barrett Farm Sewer Pump Station by the issuance of the first certificate of occupancy, using specifications provided by the DPW.

- S. The structure at 11 Alpine Street shall be incorporated into the Project and, if used as a residence, shall be an affordable rental unit and a permanent restriction shall be provided to the Town to require that any residence at this address shall be affordable and go through a separate, future LIP process or be developed as a Local Action Unit so that it shall count toward the Town's Subsidized Housing Inventory as maintained by DHCD. The structure shall be used only as a three bedroom.
- T. The 179 units shall be subject to a permanent deed restriction that shall be delivered to the Town and accepted and recorded which shall require that the 179 units shall remain rental units and shall not be converted to ownership units without the approval of Town Meeting to release the restriction.
- U. 69BRD shall provide the Zoning Board of Appeals with an expert report regarding the total number of children projected to reside at the Project and the number of school aged children that are projected to reside at the Project and the report shall be provided to the Superintendent of Schools, for planning purposes. An expert report already has been prepared and provided to the Board of Selectmen indicating that the Project will generate 12 school aged children during 2019/2020, the date that the Project is expected to be finished and stabilized. See Exhibit 6.
- V. 69BRD shall install the sidewalk improvements shown on Exhibit 3, to serve the residents of the Project and allow them pedestrian access to the nearby train station, to promote smart growth and allow residents of affordable units who may not have vehicles to have access to public transportation, before any occupancy permit issues for any unit. The sidewalk shall be five feet in paved width and it shall have a six inch granite curb and both the sidewalk and the curb shall be constructed in accordance with Massachusetts Department of Transportation standards.
- W. 69BRD shall provide the following information and satisfy the following design standards during the public hearing before the ZBA:
 - i. Sight distances at each means of egress for the Project shall be designed in accordance with best engineering practices, using ASHTO specifications, and each shall be established and installed and maintained at all times.
 - ii. 69BRD shall utilize underground stormwater drainage basins, to the extent appropriate and feasible, to maximize open space available for the Project.

- iii. 69BRD shall perform and provide soil testing results and pre- and post-drainage calculations to the ZBA, prepared and stamped by a licensed professional engineer, to establish that there shall be no increase, post-construction when compared to pre-construction conditions, in the rate and volume of stormwater runoff caused by the Project.
 - iv. The soil testing for the drainage basins shall be witnessed by Town Officials or agents, as required by the Zoning Board of Appeals, either a peer review consultant or the Health Agent or Town Engineer.
 - v. A snow storage and removal plan that protects the safety of the residents of the Project.
 - vi. A lighting plan, which provides safe on site lighting to protect the residents, but which does not create adverse impacts for abutting properties shall be designed and peer reviewed by the Zoning Board of Appeals at 69BRD's expense and then installed and maintained by 69BRD or its successors. All external lights at the project shall be shielded so as to not cast light onto abutting properties.
 - vii. Cameras shall be provided at all means of egress, to record ingress and egress of all vehicles and the information shall be retained for at least 72 hours.
 - viii. Landscaping shall be provided as shown on Exhibit 4, except the minimum height of the trees shall be 10 to 12 feet.
 - ix. The buildings that face the rear of the property and that face abutting residential properties shall have design elements, to mitigate the massing impact of the buildings on the abutting residential properties owners.
- X. 69BRD shall pay the reasonable cost of peer review by the Zoning Board of Appeals, both for civil engineering review, including review of storm water drainage calculations (pre- and post- development calculations), and any expert pro forma review allowed under 760 CMR 56; and review of the water and sewer infrastructure proposed for the Project, and the peer review fees shall be disclosed and paid for in advance and held and expended under G.L. c.44, §53G. The ZBA and the Applicant agree that any peer review contracts will be subject to a "not to exceed" limit, with replenishment to be mutually agreed upon by the parties where reasonable necessary.
- Y. 69BRD provided \$5,000 on or about August 15, 2015 to the Board of Selectmen pursuant to G.L. c. 44, §53A in order for the Town to pay for the services of Kopelman and Paige, P.C., as attorneys for the Town of Billerica to assist with the cost of preparing this agreement. The Applicant shall also provide \$15,000 pursuant to the Zoning Board of Appeals pursuant to G.L. c. 44, §53G, when the LIP Application is filed with the Zoning Board of Appeals, to pay for the services

of Kopelman and Paige, P.C., as attorneys for the Town of Billerica, at a rate of \$170 per hour. In the post-permit stage, during construction, 69 BRD shall maintain an account pursuant to G.L.c.44, §53G to pay for the cost of inspections performed by consultants to the Town. The Town and the Applicant agree that any peer review contracts for such inspections will be subject to a “not to exceed” limit, with replenishment to be mutually agreed upon by the parties where reasonable necessary.

- Z. 69BRD agrees that it shall not assert to the ZBA or to the Housing Appeals Committee or to any other party that the payment of any of the improvements or costs detailed in this agreement causes or contributes towards causing the Project to be uneconomic under G.L. c.40B or 760 CMR 56.00, et seq., provided that all of the terms of this Agreement are satisfied.
- AA. Once the Project receives a comprehensive permit from the Zoning Board of Appeals that does not alter the material terms set forth above, 69BRD or its successor shall seek building permits for the Project within one year of the issuance of the comprehensive permit taking final effect (i.e., after any appeal by an abutter is resolved). The obligations hereunder shall be enforceable only if a comprehensive permit is granted and takes final effect without altering the terms and conditions of this Agreement.
- BB. Construction of the entire Project shall be completed not later than five years from the date that the comprehensive permit granted for the Project that does not alter the material terms set forth above becomes final or the comprehensive permit shall lapse; provided, however, that this deadline may be extended by amending this Agreement in writing by agreement of the parties, with the understanding that the Board of Selectmen desires to have the affordable housing contained in the Project developed as soon as possible.
- CC. 69BRD shall pay all reasonable construction inspection fees charged by independent inspector(s) designated by the Town or Town inspectors to perform necessary inspections for the Project during construction and post-construction, within 60 days of receipt of any such invoice. In the event that such fee is not timely paid, the Certificate(s) of Occupancy may be withheld until the fee is paid.
- DD. 69BRD shall cooperate with the Town and timely provide the Town Manager with all relevant information and material to support applications by the Town to DHCD to add the Project’s units to the SHI.
- EE. 69BRD shall pay all reasonable monitoring fees as provided for under DHCD’s LIP Guidelines.

- FF. 69BRD shall place a prohibition in each lease for each and every rental unit that strictly prohibits off-road recreational motorized vehicles, including mopeds, from being stored or used at the Project and this restriction shall be strictly enforced.
- GG. 69BRD agrees that it shall provide as-built plans to the Town for the water and sewer main infrastructure within 90 days of completion of the infrastructure and shall provide as-built plans within six months of completion of the Project, unless the Project is phased, in which case as-built plans for each Phase shall be provided within six months of completion of each Phase.
- HH. 69BRD agrees that this agreement shall bind it and its successors in interest and that a Notice of the MOA may be recorded against the Property by the Town and that this Agreement shall be signed and assented to by all owners and lienholders of record for the Property and that 69BRD shall provide a certification by its attorney, based upon a title examination, to the Town that all owners and lienholders have signed this agreement and have assented to or subordinated their interests.

II. Town's Undertakings

1. Upon execution of this Agreement by the Parties, the Board of Selectmen shall promptly supply 69BRD with the necessary signatures and documentation for 69BRD to seek a Site Eligibility Letter from DHCD under the LIP Program in accordance with the material terms set forth above.
2. 69BRD may apply for waivers of fees and the waiver requests may be granted in order to support the affordable component of the Project and to make the Project economic; but 69BRD shall not assert that any of its obligations set forth herein render the Project uneconomic under G.L. c.40B or 760 CMR 56 in the event that the waivers are not granted or not granted in the full amounts sought, except that the Applicant may assert and provide evidence to establish that the cost to remove ledge to install infrastructure below the frost line renders the project uneconomic and may seek waivers of fees and of applicable regulations in relation to the ledge, but no infrastructure may or shall be installed above the frost line.
3. Upon request by 69BRD, the Town Manager shall review and respond to any inquiry by 69BRD regarding proposed changes to the Project and the Manager shall refer any change that he deems substantial to the Board of Selectmen for action under this Agreement for a determination as to whether the proposed change would or would not cause the Selectmen to exercise its rights to cancel this Agreement as provided for hereunder.

4. The Board of Selectmen shall support the LIP application before the Zoning Board of Appeals as to the material terms set forth above.
5. The Board of Selectmen shall not withdraw its approval and endorsement of the LIP application at any time, before or after the issuance of the comprehensive permit, as long as no unapproved substantial change to this Agreement has occurred.

III. Parties' Right to Cancellation

1. In the event that 69BRD does not file an application with DHCD for a Site Eligibility Letter within 120 days of the execution of this Agreement, this Agreement shall automatically be null and void, unless extended in writing signed by the Parties, and the Parties shall have no further recourse against one another. Thereafter, 69BRD shall not file a LIP application, but may instead seek a project eligibility letter and Comprehensive Permit for an affordable housing project that is not under the auspices of the LIP Program (i.e., a "non-LIP 40B").
2. If the Comprehensive Permit issued to 69BRD under the LIP Program (a) decreases the number of units or bedrooms as agreed to above; or (b) increases the number of affordable units other than as agreed to above and, unless voluntarily agreed to by 69BRD with the ZBA, then 69BRD shall have the right for those reasons, in its unfettered discretion, to void this Agreement by providing written notice of the same to the Board of Selectmen and DHCD within 30 days of the filing of the Comprehensive Permit with the Town Clerk and the Parties shall have no further recourse against one another and a release instrument upon timely receipt of the notice may be recorded and 69BRD shall not proceed with construction of the Comprehensive Permit under this Agreement and, instead, may seek a project eligibility letter and Comprehensive Permit for a non-LIP 40B.
3. If the LIP Comp. Permit issued to 69BRD (a) does not include the improvements and costs required by this Agreement; (b) increases the number of units or bedrooms other than as agreed to above; (c) decreases the number of affordable units agreed to above; (d) substantially changes the location and/or size and height of the structures, buildings and/or infrastructure as shown on the Plans considered by the Board of Selectmen, the Board of Selectmen shall have the right for those reasons, in its unfettered discretion, to void this Agreement by providing written notice of the same to 69BRD, DHCD and the Escrow Agent within 30 days of the filing of the LIP Comprehensive Permit with the Town Clerk, the Parties shall have no further recourse against one another and the Escrow Agent shall have the immediate right and obligation to record the Release) upon timely receipt of the notice. 69BRD shall not proceed with the construction of the LIP Comprehensive Permit and may seek a project eligibility letter and Comprehensive Permit for a non-LIP 40B.

IV. Miscellaneous

1. 69BRD acknowledges that this Agreement effects the terms and condition of any LIP Comprehensive Permit that the ZBA may grant and a Notice of Memorandum of Agreement shall be recorded against the Property that constitutes the Premises when the application for the LIP Comprehensive Permit is filed with the Zoning Board of Appeals and shall bind 69BRD and its successors in interest and assigns. A certificate of lienholders for the Premises shall be provided by 69BRD's counsel based upon an up to date title rundown and all mortgagees and lien holders of record shall subordinate their prior interests to this Agreement when it is executed.
2. Any breach of this Agreement shall be enforceable by the Parties.
3. Any amendment to this Agreement shall occur only pursuant to a written amendment that is duly voted and authorized by the Parties and then duly executed by the Parties.
4. The Parties acknowledge they had advice of counsel before executing the Agreement.
5. Notice of this Agreement may be recorded by either party when the application for the Comprehensive Permit is submitted, but a discharge shall be provided if the Agreement is cancelled as provided for hereunder.
6. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. An electronic signature on this Agreement shall have the same effect as an original.
7. All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and may be delivered by electronic mail, facsimile, US mail or overnight mail. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

To: Board of Selectmen: Ilana M. Quirk, Esq.
Kopelman and Paige, P.C.
101 Arch Street
Boston, MA 02110
iquirk@k-plaw.com

with a copy to the Town Manager and Board of Selectmen Chairman

To: 69BRD, LLC: Mark Bobrowski, Esq.
Adam J. Costa, Esq.
Blatman, Bobrowski, Mead & Talerman, LLC
9 Damonmill Square, Suite 4A4
Concord, MA 01742
mark@bbmatlaw.com
adam@bbmatlaw.com

with a copy to: Raymond Cormier
69BRD, LLC
3 Crenshaw Lane
Andover, MA 01810

IN WITNESS, the parties hereunto set their hands and fixed their seals as of _____, 2015.

BILLERICA BOARD OF SELECTMEN*

By:

John J. Piscatelli, Chairman

Daniel Burns, Vice Chairman

Michael S. Rosa, Secretary

Andrew Deslaurier, Member

George J. Simolaris, Jr., Member

*Pursuant to a vote taken by the Board of Selectmen on _____, 2015.

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared John Piscatelli, Chair of the Billerica Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Billerica.

(Official Signature and Seal of Notary)

69BRD, LLC

By: _____
Raymond Y. Cormier, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

On this ___ day of _____, 2015, before me, the undersigned Notary Public, personally appeared Raymond Y. Cormier, as Manager of 69BRD, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above, and acknowledged he signed it voluntarily for its stated purpose on behalf of 69BRD, LLC.

(Official Signature and Seal of Notary)

The assents of all owners and lienholders of record for the Premises, based upon a title search, certified by 69BRD’s counsel to the Town that all assents have been provided, shall be attached hereto.

Exhibit 1: Alpine Village 178/179 MOA Plan, Site Plan, dated August 19, 2015;

Exhibit 2: Alpine Village 178/179 MOA plan, Sewer Needs Area 13, August 19, 2015;

Exhibit 3: Alpine Village 178/179 MOA Plan, Sidewalk Sketch, dated August 11, 2015

Exhibit 4: Landscaping Perimeter Plan, dated July 23, 2015;

Exhibits 5.1 to 5.6: Individual Landscaping Plans

Exhibit 6. Student Population Report

Exhibit 7. September 24, 2015 Plan Sheet “Final MOA Exhibit”

Exhibit 8. Title Certification

531796/BILL40B/0006